

General Terms and Conditions Hollandse Visveiling IJmuiden BV

Definitions

In these General Terms and Conditions the following words and expressions shall have the meanings hereby assigned to them, unless specifically stated otherwise.

Supplier	:	legal entity who offers fish for sale via the Fish Auction.
Auction	:	sale of fish via the intermediary services of the Fish Auction, whether or not use is made of an auction system.
Auctioneer	:	member of the staff, tasked with the sale of a particular lot of fish.
Director	:	the person appointed as such in accordance with the internal organisation of the Fish Auction.
Buyer	:	legal entity who buys fish via the Fish Auction.
Withdraw	:	Withdraw a particular lot of fish from the sale.
Reserve Price	:	minimum price determined in advance against which fish may be sold.
Producer	:	an organisation recognised by a member state of the EU as defined in article 5 of Council Regulation (EC) No. 104/2000 (OJ L 17).
Inspection	:	the opportunity to view fish prior to it being auctioned.
Sorting	:	sorting of fish into classes and types according to industry customs and practices.
Sorters	:	natural persons and/or legal entities appointed by the Director of the Fish Auction who are engaged in sorting.
Batch	:	quantity of (packed) fish determined by the Fish Auction.
The Fish Auction	:	Hollandse Visveiling IJmuiden BV.
Fish	:	All fish and fish products, shellfish and crustaceans, intended for consumption.

Article 1. – Director and staff

1. The policy and the organisation of the Fish Auction are the responsibility of the body which is appointed and/or registered as such in the registers kept for this purpose at the Chamber of Commerce.
2. The day-to-day and general management of the Fish Auction is in the hands of the Director.
3. In case of absence of the Director he will be replaced by his deputy, appointed in accordance with the internal organisation of the Fish Auction, to whom all powers on the basis of these General Terms and Conditions shall pass during the period of the deputyship.
4. The Fish Auction is empowered to introduce additional rules per location, inter alia by the establishment of a set of standing orders.

Article 2. – Opening hours

1. The opening hours of the Fish Auction and the hours at which fish is auctioned are determined by the Director of the Fish Auction.
2. The Fish Auction is closed on Sundays, New Year's Day, Ascension Day, Easter Monday, Whit Monday, Christmas Day and Boxing Day and furthermore on national (and local) special (public) holidays, all to be determined by the Director of the Fish Auction. The Fish Auction is entitled to set different opening hours.

Article 3. – General

1. These General Terms and Conditions are applicable to all offers, orders and legal relationships and to all agreements made or to be made through the agency of the Fish Auction.
2. The objective of the Fish Auction is to intermediate in the establishment of agreements between suppliers and buyers of fish, and also, at the cost of the Supplier and/or Buyer, the performance of transactions in connection therewith.
3. The intermediation in the establishment of agreements and the provision of services in connection therewith, as described in the preceding sub-article, is carried out with due regard to both these General Terms and Conditions and the "Centraal Visafslag Reglement" (Central Fish Auction Regulations) established by the Nationaal Overleg Visafslagen (National Fish Auctions Council). In case of conflict between the Central Fish Auction Regulations and these General Terms and Conditions, the provisions of these General Terms and Conditions shall prevail.
4. With the placing of an intermediation order and/or the making use of the services of the Fish Auction, these General Terms and Conditions shall be deemed to be accepted without any qualifications.
5. Deviations from these General Terms and Conditions or from the Central Fish Auction Regulations will only be valid if these have been expressly agreed in writing.
6. The Central Fish Auction Regulations is available for inspection at the Fish Auction. Upon request a copy of these regulations will be sent free of charge.
7. The Fish Auction, the suppliers, the hauliers, the buyers, the sorters and all other persons working in or with the Fish Auction are obliged to comply strictly with the applicable rules issued by the competent administrative body or bodies, the Fish Product Board and/or the EU institutions. These include in any

case article 15 of Council Regulation (EC) No. 2406/96 (OJ L 334), the Regulation containing rules for the implementation of the common marketing standards (Commission Regulation 3703/85) and the Regulation laying down health regulations at fish auctions 2000 dated 27 January 2000 of the Fish Product Board. Furthermore, the above-mentioned legal entities are bound by all rules published by the Fish Auction.

8. The appendix containing the schedule of prices as determined and published periodically by the Fish Auction shall form a part of these General Terms and Conditions.

Article 4. – Rights and obligations of the Supplier

1. Without prejudice to the rights and obligations of the Supplier which arise out of other articles set forth in these General Terms and Conditions and/or the rules set by the competent (Government) agencies, the provisions of this article shall apply.
2. The Supplier is obliged to submit notice, in a manner to be determined by the Fish Auction, of his intentions to offer fish for sale. The manner of notification can be changed by the Fish Auction and is available upon request.
3. The Supplier shall, by the simple fact of delivery of fish, be deemed to have issued an order with the Fish Auction for the sale thereof. Without permission from the Fish Auction it is forbidden to withdraw fish from the Fish Auction, either in whole or in part, once it has been offered for sale.
4. The Fish Auction is authorised to impose additional requirements with regard to the manner of delivery and/or the packaging (including boxes and tubs in which fish is delivered).
5. The Supplier is obliged to provide the fish delivered by him with sufficient identification as prescribed in the applicable regulations of the competent authorities and/or the as prescribed by the Fish Auction.
6. The Supplier shall ensure, at his own cost and risk, that the fish is brought to the unloading place at the Fish Auction. The Supplier is responsible and liable for the fish delivered by him or on his behalf until such time as this is delivered to the Buyer, except when the fish is offered for storage at the Fish Auction, in which case the responsibility for correct storage rests with the Fish Auction, if the order for storage is accepted.
7. During opening hours, the Fish Auction is obliged, with due observance of the above, to immediately unload, or arrange the unloading of, notified and delivered fish and to ensure correct storage up until the time of sale.
8. The Fish Auction is not obliged to unload, or arrange the unloading of, the delivered fish and/or to store it if it appears that the rules set by the competent (government) agencies have not been complied with.
9. The Supplier is obliged to make use of the services of the sorters appointed by the Fish Auction, unless the fish is delivered properly sorted in accordance with the rules applicable thereto.

Article 5. – Rights and obligations of the Buyer

1. Without prejudice to the rights and obligations of the Buyer which arise out of other articles set forth in these General Terms and Conditions and/or the rules set by the competent (government) agencies, the provisions of this article shall apply.
2. The Fish Auction shall decide whether a Buyer may buy fish via the Fish Auction. As Buyer only those persons will be admitted who:
 - a. in the opinion of the Fish Auction have provided a satisfactory bank guarantee, payable on demand, for the benefit of the Fish Auction, as additional security for the fulfilment of the obligations of the Buyer. As a minimum, the bank guarantee shall cover the average weekly turnover of the Buyer. The value of the required bank guarantee shall be determined by or on behalf of the Director of the Fish Auction in consultation with the Buyer.
 - b. is registered in the register of the Chamber of Commerce and has provided an original extract of this registration. For foreign legal entities an extract from a comparable foreign register may suffice.
 - c. is familiar with the operation of the auction system.
3. The Buyer is obliged to follow all the instructions of the Fish Auction personnel. The Buyer accepts that the decisions made by or on behalf of the Director of the Fish Auction are binding.
4. The Buyer is authorised to allow himself to be represented by an authorised representative for the purposes of concluding an agreement and all other activities in connection therewith, provided that this authorisation is agreed in writing on the form especially drafted for the purpose by the Fish Auction and this authorisation is in the possession of the Fish Auction prior to the conclusion of the agreement.

Article 6. – Transport to and from the Fish Auction

1. The Supplier shall be responsible, at his own cost and risk, for the transport of the fish to and from the Fish Auction.
2. The transport agreement will be concluded between the Supplier and the haulier. The Fish Auction may never be held liable for any inadequacy in the framework of the (intermediation in the) transport agreement, except when the Fish Auction is guilty of gross negligence or intentional act or omission.
3. The haulier and Supplier are obliged to follow the instructions of the Fish Auction with regard to the manner and place of transport to and from the Fish Auction.

4. If the Supplier has fish transported from another place to IJmuiden, the Fish Auction will reimburse a part of these costs. The reimbursement shall amount to the percentage stated in the schedule of prices of this gross fish turnover, being the proceeds of the sale of this fish due to the Supplier, upon which the deductions have not yet taken place. The maximum amount of reimbursement shall be equal to the total transport costs.

Article 7. – Sorting

1. The sorting must take place in accordance with the applicable rules issued by the competent (government) agencies, including in any case the institutions of the EU, the Ministry of Agriculture, Nature and Food Quality and the Fish Product Board.
2. Sorting of the -unsorted- fish offered for auction shall be deemed to take place on the orders of and at the cost of the Supplier by the sorters appointed by him.
3. The sorting may only take place in the areas designated for the purpose by the Fish Auction.
4. The sorted fish shall be placed in the packaging units designated for the purpose (and approved by the Fish Auction), (fish boxes, tubs etc).
5. With regard to the (method of execution of the) sorting activities, the Fish Auction shall never be held responsible towards the Supplier, the haulier or the Buyer for any damage.
6. The Fish Auction shall determine the order in which the fish from the suppliers is sorted. After sorting, the fish from one supplier shall form a homogeneous lot per type.
7. With regard to the method of the execution of the sorting activities, the Fish Auction may impose additional rules (by means of standing orders).

Article 8. – Auctioning, selling and buying

1. The delivered fish will be auctioned in a manner and order to be determined by the Fish Auction and at times to be determined by the Fish Auction.
2. Fish which, in the opinion of the competent (government) agencies and/or the Fish Auction, is not in a suitable condition will not be sold and upon the instruction of the Fish Auction shall be removed from the building, insofar as the competent (government) agencies do not decide to impound and/or destroy it.
3. The Buyer will receive a key on loan from the Fish Auction with which he can identify himself on the auction system. Should the key be lost, the Fish Auction will provide a new key on loan. The Buyer shall pay for this replacement at the price stated in the schedule of prices.
The Buyer shall also pay a fixed reimbursement per year for the use of the information system.
4. For the auctioning of certain types of fish, the Fish Auction is authorised to determine a minimum purchase quantity.
5. When using an auction system the purchase agreement is concluded at the moment the auction clock is stopped by or on behalf of the Buyer. The auctioneer has the right thereafter, also at the request of the Buyer, to immediately destroy the purchase agreement on the grounds of a vitiated consent, inter alia in a clear case of an obvious error.
6. The auctioneer shall state, or display electronically the number of units which are to be auctioned and shall also state clearly the type and/or weight of the lot on offer, together with the place where the fish is being kept pending sale.
7. The opinion of the auctioneer that a purchase agreement has been concluded is binding. The auctioneer shall decide whether and to whom the sale is granted.

Article 9. – Withdrawal

1. The Supplier has the right to withdraw the lot of fish in question at the latest before commencement of the sale, with a statement of the reserve price. This statement will be made to the auctioneer.
2. If the fish is withdrawn the Supplier is liable for the auction costs, the sorting costs and possible levies over the reserve price of the fish.

Article 10. – Purchase agreement, delivery

1. The purchase agreement is concluded between the Supplier and the Buyer by means of the knocking down of the sale. Unless otherwise agreed in writing, delivery and transfer shall take place in the Fish Auction building.
2. The fish which has been sold shall be deemed to be delivered and transferred when it has been provided with the name tag of the Buyer and/or a receipt from the receipt printer. If, for whatever reason, the fish is not provided with the name tag of the Buyer or the receipt from the receipt printer, the delivery and transfer shall in any case be deemed to have taken place at the moment that the sold fish is loaded by or on behalf of the Buyer in the means of transport designated by or on behalf of the Buyer.
3. From the moment of delivery the bought fish is for the risk of the Buyer.
4. The Buyer is obliged to ensure that the bought fish is removed from the Fish Auction premises at the latest one hour after conclusion of the last purchase agreement on that day via intermediation at the Fish Auction, unless an order has been placed with the Fish market for storage.

5. If the Buyer has not removed the bought fish by the time stated in the foregoing sub-article at the latest, (or has not had it stored in the cold store of the Fish Auction) he is in breach and the Fish Auction shall have the right (partly for the purposes of damage limitation) to store the fish in the cold store, and the Supplier and the Buyer shall be deemed to have terminated the purchase agreement, and also to have transferred the bought fish back, at least the Buyer shall be deemed to have renounced the fish and the Fish Auction shall then have the right to re-auction the lot of fish concerned. Any possible damages (storage costs, lower sale price etc.) shall be at the expense of the original Buyer. The Buyer undertakes in this case to reimburse all costs in connection with the removal of the fish, and shall not have any rights to claim compensation for damages resulting from the loss of the right of ownership of the fish.

Article 11. – Claims

1. The Fish Auction will allow the Buyer to inspect the fish to be sold prior to the auction. The Buyer shall be deemed to have thoroughly inspected the bought fish prior to the sale and to be aware of the quality and the quantity of the fish.
2. The Buyer accepts the fish sold in the state in which it is at the time of sale, unless a demonstrable difference has occurred between the quality and/or the quantity of the fish between the moment of sale and the moment of delivery. In the case that the Buyer is of the opinion that the fish is demonstrably not in compliance with the purchase agreement he shall notify the Fish Auction of this immediately after delivery, following which the lot concerned will be inspected by a person or body to be determined in consultation, of which a written report will be prepared. The result of this inspection shall be binding upon both parties.
3. Every right of the Buyer to enforce his rights on account of the quality, sorting and/or the quantity of the delivered fish shall cease to exist as soon as the bought fish is loaded into the transport medium to be used.
4. The right of recovery as set forth in article 7:39 et seq. of the Dutch Civil Code does not apply to the Buyer.

Article 12. – Costs and Payments

General

1. Notwithstanding the provisions of the Central Fish Auction Regulations, the invoice amount due from the Buyer must be credited to the bank account of the Fish Auction within five days of the date of the invoice. Payment can only take place by means of credit transfer on to the bank account of the Fish Auction stated on the invoice. Cash payments will not be accepted under any conditions.
2. Contrary to the provisions of the foregoing sub-article the Buyer can also give the Fish Auction an authorisation to collect the amount due from the bank account of the Buyer by means of a direct debit. In this case the Buyer is obliged to ensure that sufficient funds are available on the bank account. The Buyer is at all times himself responsible for the timely payment of the invoices. If the direct debit is refused by the bank, and the Buyer has not paid the amount due within the payment period by means of a credit transfer, the Buyer is then legally in default as described in the following sub-article.
3. In case of payments which are not made within the stipulated time the Buyer shall be in legal default without any requirement for notice of default and the Buyer shall be liable for reimbursement of the default interest, as specified in the schedule of prices. The default interest shall be due over all unpaid or not fully paid invoices for which the payment period has exceeded. All costs arising from the recovery of the amounts due, including the extrajudicial collection costs in accordance with the collection fee calculated on the basis of the collection rates of the Netherlands Bar Association, shall be at the expense of the Buyer.
4. The Fish Auction shall be entitled to first offset the amounts paid by the Buyer against interest and costs due and thereafter against the invoices which have remained outstanding the longest, even when the Buyer states that the payment relates to a later invoice.
5. Should the Buyer be in default and/or if the bank guarantee has, in the sole opinion of the Director of the Fish Auction, been exceeded by too much, the Fish Auction shall have the right to refuse the conclusion of further purchase agreements until such time as the default has been discontinued and/or the bank guarantee is again adequate, or otherwise, in the opinion of the Fish Auction, proper security has been provided by the Buyer.
6. If the Buyer is in default, the Fish Auction shall immediately have the authority to call in the bank guarantee.

Transport costs for the Supplier

7. The transport costs shall be partly determined on the basis of the schedule of prices of the Fish Auction applicable at the time concerned, unless the parties involved have agreed in writing to deviate therefrom.
8. The reimbursement due to the haulier from the Supplier for the transport of fish shall be collected from the Supplier on behalf of the haulier by the Fish Auction, unless otherwise agreed in writing.
9. The transport costs will be paid by means of offset against the proceeds due to the Supplier, for which offset the Supplier shall be deemed to have given permission and issued an order. The Supplier shall be deemed to have issued an order to the Fish Auction to pay the transport costs to the haulier.

10. The Fish Auction is obliged towards the haulier and the Supplier to pay the total of the thus collected transport costs to the haulier at the latest 5 working days after the delivery of the lot of fish concerned, on condition that the delivery note is in the possession of the Fish Auction on the day of delivery at the latest.

Sorting costs

11. The Supplier shall be deemed to have given permission to the Fish Auction to pay the amount due to the sorters which has been collected from the suppliers, by means of offset against the proceeds due to the Supplier.
12. The Fish Auction is obliged to pay the total of the thus collected sorting costs to the sorters at the latest 5 working days following the sorting concerned, on to the bank or giro account specified by the sorters, to the legal entity to which the sorters are linked, unless other agreements have been made between the sorters and the Fish Auction.
13. In case the freshness and size classification of a homogeneous lot of fish shows a deviation of more than 10% of the established classification and the fish has not yet left the auction building, the sorters involved may not charge any additional reimbursement in respect of the necessary resorting of this fish. Resorting, for which no additional costs may be charged, shall also be carried out if the competent agencies (General Inspection Service, Fish Product Board) require this as a result of a sorting error.

Auction costs

14. The auction costs shall be determined on the basis of the schedule of prices of the Fish Auction applicable at the time concerned.
15. The Supplier of fish shall be liable towards the Fish Auction for (auction) costs resulting from the sale of fish via the Fish Auction, and/or for the sorting and weighing of fish which has been withdrawn from the sale by the Supplier.
16. The auction costs will be paid by means of offset against the proceeds due to the Supplier, for which offset the Supplier shall be deemed to have issued an order and given permission to the Fish Auction. Insofar as the auction costs cannot be deducted from the proceeds, they will be charged to the Supplier by means of an invoice.

Water, electricity and waste products

18. The Supplier shall pay the prices set forth in the schedule of prices for the use of water, electricity and for the dumping of waste in the waste containers provided for the purpose.
19. The costs for water and electricity shall be paid by means of a fixed deduction per invoice, which shall be based on historical usage. At the end of each year the actual usage shall be settled against the instalments/advance payments already paid.

Auction proceeds

20. The proceeds due to the Supplier shall consist of the proceeds of the sale of the lot of fish concerned, reduced by the amount of the (auction) costs, levies and taxes which are due from the Supplier pursuant to these General Terms and Conditions and pursuant to regulations of the competent (government) agencies, all to be stated on the payment advice as specified by the Fish Auction (disbursement schedule).
21. The Supplier shall be deemed to have issued an order to the Fish Auction to collect the auction proceeds for the lot of fish concerned, on his behalf and in his own name, from the Buyer.

Proceeds

22. The Fish Auction is obliged to pay to the Supplier the net amount stated on the payment advice (disbursement schedule) within four working days of the sale of the lot of fish concerned.
23. The Fish Auction shall not be permitted to contra charge the Supplier in respect of non-payment by the Buyer.

Article 13. – Use of boxes and materials

1. The Supplier and haulier (jointly referred to in this article as 'the User') may require the Fish Auction to make fish boxes available to him as necessary, for which a reimbursement shall be due to the Fish Auction. The Fish Auction is obliged to maintain a proper administration of this. The amount of the reimbursement shall be determined by the Fish Auction and stated in the schedule of prices.
2. The reimbursement due from the User shall, insofar as is possible, be offset against the amounts due to the User from the Fish Auction, for which offset the User shall be deemed to have issued an order and given permission to the Fish Auction.
3. The fish boxes are and shall remain the property of the Fish Auction. The User is forbidden to make the fish boxes available to third parties without the express written permission of the Fish Auction.
4. If the Fish Auction grants permission for the use by third parties this shall be under the express obligation on the part of the User to notify such third parties that the Fish Auction is the owner thereof and that he is not empowered to encumber, pawn, hire out, alienate, allow others to use, or perform acts with the fish boxes whereby the right of ownership of the Fish Auction becomes illusory.

5. The Fish Auction shall perform the administration of the fish boxes which it has given into use. At least once per year, at a time to be determined by the Fish Auction, a check will be performed with regard to the number of boxes the User has in use. The User shall at all times provide assistance to the Fish Auction in establishing the number of fish boxes in use by him. If in any year the User has fewer boxes in his possession than he has been given the use of according to the administration of the Fish Auction, the User shall be liable for an amount to be determined by the Fish Auction for each missing box. The administration of the Fish Auction is binding, unless the User is able to provide evidence to the contrary.
6. If boxes are made available to the User, these boxes are intended for the sole purpose of transport to and from the Fish Auction. No other form of use is permitted.

Article 14. – Force Majeure

1. All circumstances shall be regarded as Force Majeure which could not have been foreseen at the start of the obligation and which can not be attributed to the Fish Auction, as a result of which the fulfilment of the agreement becomes practically impossible or becomes so problematic that the fulfilment can not reasonably be expected from the Fish Auction. Force Majeure as referred to above, for which the consequences are not therefore chargeable and/or at the expense and risk of the Fish Auction, shall be deemed to include, inter alia, war, mobilisation, strikes, power failure, faults in the computer system and/or the internet connection, faults in the auction system, operational fire and/or operational failure, weather and/or other circumstances as a result of which no or insufficient delivery of fish can take place; and furthermore all those circumstances which prevent the normal operation of the Fish Auction and can not be attributed to it, among which are also included shortcomings on the part of third parties with regard to their obligations towards the Fish Auction as a result of which the latter can not operate in the normal or expected manner.
2. In the case of Force Majeure the Fish Auction shall have the right to suspend the fulfilment of its obligations for the duration of the Force Majeure.
3. If however the force Majeure lasts for longer than one week or if it is already immediately clear that this will be the case, the Fish Auction shall have the right to terminate the agreement for that part which is not yet executed without any liability for compensation for possible damage of whatever nature or scope.
4. Both in the case stated in the second and third sub-articles of this article the Fish Auction, if it makes use of the rights named therein, is obliged to notify immediately the Supplier and/or Buyer and/or customer of the service concerned. This shall take place by means of an e-mail, fax and/or registered letter.
5. Government measures which obstruct the fulfilment of the obligations of the Fish Auction and/or render them financially disadvantageous, shall give the Fish Auction the right to terminate the agreement insofar as this is not yet fulfilled, without any obligation regarding payment of damages or, at the discretion of the Fish Auction, to require from the opposite party that it reimburses the Fish Auction for the loss which the latter incurs as a result of the measures.

Article 15. – Liability of the Fish Auction

1. The Fish Auction excludes liability for damages resulting from its deliveries and services insofar as these exceed the amount insured under any insurance policy which the Fish Auction may have taken out for this purpose.
2. The Fish Auction and its employees can never be held liable for damage caused to watercraft, vehicles, persons, materials and/or objects in the broadest sense of the word, except in the case of gross negligence or intentional act or omission on the part of the Fish Auction or the employee concerned.

Article 16. – Maintenance of public order

1. The Director of the Fish Auction is charged with the maintenance of public order in and around the Fish Auction.
2. Anyone who is on the premises of the Fish Auction is obliged to immediately obey the orders or instructions, which are given by or on behalf of Director of the Fish Auction in the interests of the public order in and around the Fish Auction and furthermore to refrain from all (legal) acts which could possibly cause damage to goods belonging to the Fish Auction and/or third parties.

Article 17. – Access to the Fish Auction

1. The Fish Auction has the right to refuse suppliers, hauliers, buyers and other persons access to the Fish Auction for a specific or indefinite time, if those involved do not comply, also following a warning, with the rules set forth by the competent (government) agencies, the rules set forth in these General Terms and Conditions and/or any further conditions or instructions of the Director.
2. It is not permitted to be in the Fish Auction with bicycles, mopeds or (motor) vehicles, unless permission has been granted by the Fish Auction.

Article 18. – Traffic regulations on the Fish Auction premises

1. The traffic rules set forth in the Road Traffic Regulations shall apply on the whole of the Fish Auction premises, even insofar as this is not a publicly accessible road.
2. The Fish Auction is not liable for damage resulting from (traffic) accidents which occur on the premises of the Fish Auction, except in the case of gross negligence or intentional act or omission on the part of the Fish Auction.

Article 19. – Custom and use

1. In cases for which these General Terms and Conditions, the applicable legislation or the rules set by the Fish Auction do not provide, the use and custom of the (place of business of the) Fish Auction concerned shall decide.
2. If the use or the custom and practice also do not provide for these cases the Director shall decide on the basis of fairness and reasonableness.

Article 20. – Applicable law

1. Dutch law shall apply to all legal relationships between the Fish Auction and all persons working there, and the suppliers, the hauliers, the buyers, and the sorters, and also to the legal relationships between them, regardless of nationality, place of residence or establishment of the involved legal entity.
2. The applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna Sales Convention 1980) is excluded.

Article 21. – Dispute resolution

1. Should a dispute arise between parties involved with the Fish Auction, the parties shall first refer the dispute to the Director of the Fish Auction. He shall in the first instance endeavour to resolve the dispute by mutual agreement.
2. If, following this the dispute is not yet settled, then the courts in the place of business of the Fish Auction are exclusively authorised to examine the dispute.

Article 22. – Concluding provisions

1. These General Terms and Conditions shall come into effect on 26 March 2004 and shall replace all earlier General Terms and Conditions and/or regulations.
2. These General Terms and Conditions can be cited as "General Terms and Conditions of the Hollandse Visveiling IJmuiden BV".