

BLUE FINESSE

B2B GENERAL TERMS AND CONDITIONS

For business customers only / B2B

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BLUE FINESSE, obrt za trgovinu, vl. Toni Didak

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These General Terms and Conditions apply exclusively to business customers acting, when entering into the relevant contract, in the course of their commercial or professional activity. Contracts with consumers are not concluded on the basis of these Terms.

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Important: These Terms are designed for B2B trade in temperature-sensitive and perishable fishery products within the European Union. Individual provisions in the offer or order confirmation always take precedence.

1. Scope, B2B status and order of precedence

- 1.1** These General Terms and Conditions ("Terms") apply to all offers, sales, deliveries and related ancillary services of BLUE FINESSE, obrt za trgovinu, vl. Toni Didak ("Blue Finesse") to business customers acting in the course of their commercial or professional activity ("Customer") within the European Union.
- 1.2** These Terms apply only if they were provided to the Customer in text form before or no later than conclusion of the contract, or made accessible through a clearly designated electronic link, and their applicability was referred to in the offer, order confirmation or other contractual communication. A reference on an invoice or delivery note serves only as a repeated notice and does not replace incorporation of the Terms before or at conclusion of the contract.
- 1.3** The version of the Terms referred to in the relevant offer or order confirmation shall apply.
- 1.4** Individually agreed terms, in particular product, price, delivery, weight, temperature and transport arrangements in the offer or order confirmation, take precedence over these Terms.
- 1.5** The Customer's purchasing terms or other general terms and conditions do not become part of the contract, even if Blue Finesse does not expressly object to them. They apply only if Blue Finesse has expressly agreed to their application in text form.

2. Offers, orders and conclusion of contract

- 2.1** Product presentations on the website, in brochures, price lists, social media, product flyers and other marketing materials do not constitute binding offers; they are provided solely for product information

and as an invitation to submit an enquiry or order.

- 2.2 Unless expressly stated to be binding, offers, price indications and availability information provided by Blue Finesse are non-binding and subject to confirmation.
- 2.3 An order placed by the Customer constitutes an offer to enter into a sales contract. Blue Finesse is entitled to accept or reject that offer.
- 2.4 A contract is concluded only when Blue Finesse issues an order confirmation in text form. Text form includes in particular e-mail and electronic communication channels previously used for business between the parties and capable of being permanently stored and reproduced. If Blue Finesse exceptionally dispatches the goods without a separate prior order confirmation, delivery to the Customer or dispatch of the goods shall constitute acceptance of the Customer's offer to the extent of the goods dispatched.
- 2.5 Telephone arrangements become binding only when confirmed by Blue Finesse in text form.
- 2.6 If an order confirmation differs from the Customer's order with regard to product type, production method, quantity, weight range, price, place of delivery, delivery date or other material contractual terms, the order confirmation constitutes a new offer by Blue Finesse to that extent. The contract in respect of such deviation is concluded only upon the Customer's acceptance.
- 2.7 The Customer must promptly check the order confirmation for accuracy and notify Blue Finesse of any apparent discrepancies.

3. Products, product specifications and natural variations

- 3.1 Blue Finesse trades in fish and fishery products, in particular Atlantic bluefin tuna (*Thunnus thynnus*), and, where applicable, other fish species and seasonal products. Depending on the agreement, deliveries may include in particular fresh whole fish, G&G, H&G or other agreed presentation formats, as well as frozen products or products stored under ultra-low-temperature conditions.
- 3.2 Processing, portioning and initial packaging are carried out, where legally required, by appropriately approved partner establishments. Blue Finesse may market goods under its own brand and apply additional labelling, provided that legally required product, identification and traceability information is retained or otherwise properly provided.
- 3.3 Fish is a natural product. Unless expressly agreed as a guaranteed specification, natural differences in particular in colour, fat content, marbling, texture, muscle structure, shape, dimensions, anatomical yield and external appearance do not constitute a defect, provided that the product complies with applicable legal requirements and the expressly agreed product category.
- 3.4 The product "Wild Chunk" consists of portions of Akami and Chutoro. Their respective proportions may naturally vary from batch to batch. A specific ratio of Akami to Chutoro, a specific fat content or a specific degree of marbling is owed only if expressly agreed.
- 3.5 Images, product photographs, samples and product descriptions are for illustration only unless expressly designated as a binding reference sample or guaranteed specification.
- 3.6 Suitability of a product for a particular purpose, especially raw consumption or use for sushi or sashimi, becomes part of the contractual specification only if Blue Finesse expressly confirms such use in text form. The mere description of a product as frozen, shock-frozen, superfrozen or stored at -60 °C does not in itself constitute an express assurance of suitability for raw consumption. If suitability for raw consumption is expressly agreed, all applicable food-law requirements concerning the necessary treatment and documentation remain unaffected.

4. Wild catch, catch availability and capture-based farming/fattening

- 4.1 If a product is expressly sold as wild-caught, wild catch is an agreed product characteristic. A product ordered as wild-caught may not be replaced by a product from farming/fattening or another production method without the Customer's prior express consent.
- 4.2 For orders of wild-caught fish not yet allocated to a specific specimen for a future delivery date, the

order confirmation may be made subject to an expressly stated catch and availability reservation. This may include in particular actual catch, available fishing quotas, weather and sea conditions, regulatory restrictions, suitable fish size and availability of a specimen meeting the agreed quality requirements.

- 4.3 If no suitable wild-caught fish is available for the agreed date, Blue Finesse may offer the Customer an alternative specimen or product. This may include Atlantic bluefin tuna from lawful capture-based farming/fattening, in which wild-caught fish are subsequently kept and fed on a farm. Such an alternative becomes part of the contract only after the Customer's express consent.
- 4.4 The production method of the product actually delivered will be stated in accordance with applicable legal requirements.
- 4.5 Blue Finesse will not describe capture-based farming/fattening as wild-caught and will not describe it as fish bred in aquaculture from embryos.
- 4.6 If the Customer does not respond to an alternative offer within a reasonable decision period set by Blue Finesse, Blue Finesse is not obliged to continue reserving the offered specimen for the Customer.

5. Target weights, actual weights and billable quantity

- 5.1 Weight and quantity information for whole fish and naturally variable cuts is generally to be understood as target or approximate information unless expressly stated as guaranteed in the order confirmation.
- 5.2 Unless a fixed price has been expressly agreed, billing is generally based on the net weight actually delivered or the agreed billable weight and the agreed price per kilogram.
- 5.3 If the final weight can be established only after catch, harvest, processing, allocation or weighing, Blue Finesse may issue the final invoice after the actual weight has been determined.
- 5.4 If an available specimen differs materially from the agreed target weight, Blue Finesse will obtain the Customer's consent before allocation or dispatch unless the deviation already falls within an expressly agreed weight range.

6. Prices, VAT and logistics costs

- 6.1 Unless expressly stated otherwise, all prices are net prices in euros. Any legally applicable VAT, transport costs, dry ice, special packaging, logistics charges or other expressly agreed ancillary costs are charged additionally.
- 6.2 VAT treatment is determined by the actual legal requirements applicable to the individual transaction.
- 6.3 The Customer must provide Blue Finesse with complete and accurate company details, VAT identification numbers, delivery and destination details, and must promptly notify Blue Finesse of any changes.
- 6.4 Where a VAT-exempt intra-Community supply or another special tax treatment is applied on the basis of information or evidence provided by the Customer, the Customer must cooperate in providing the legally required evidence.
- 6.5 If taxes, interest or other directly resulting costs are imposed on Blue Finesse due to demonstrably incorrect or incomplete information provided by the Customer, Blue Finesse may charge such amounts to the Customer to the extent permitted by law. Blue Finesse's own tax errors are not shifted to the Customer by this provision.
- 6.6 Costs of procurement, temperature-controlled logistics, cooling, storage or inbound transport may form part of the price calculation or, if stated in the offer or order confirmation, may be charged as a logistics surcharge. For stock goods, Blue Finesse is in particular entitled to allocate actually incurred inbound transport and logistics costs on a reasonable basis to the relevant quantity of goods and include them in the sales price or in a previously disclosed logistics surcharge.

7. Delivery, transport costs and transfer of risk

- 7.1 The place of delivery, mode of dispatch, allocation of transport costs and, where applicable, the agreed Incoterm are determined for each individual order in the offer or order confirmation. There is no general standard Incoterm EXW Zadar.
- 7.2 If an Incoterm is expressly agreed, it applies in the version expressly designated, in particular "Incoterms® 2020".
- 7.3 If the Customer or a carrier directly engaged by the Customer collects the goods at an agreed dispatch location, risk and responsibility for further transport pass to the Customer upon proper handover of the goods at the agreed handover point, unless otherwise agreed.
- 7.4 If transport is carried out at the Customer's request or for the Customer's account by an independent carrier administratively arranged by Blue Finesse, risk passes to the Customer upon proper handover to the first carrier, unless the order confirmation expressly provides that Blue Finesse bears the transport risk up to a specified destination.
- 7.5 If delivery is made using a vehicle operated or directly controlled by Blue Finesse and no earlier transfer of risk has been agreed, risk passes to the Customer upon handover of the goods at the agreed destination.
- 7.6 The mere organisation of transport by Blue Finesse does not automatically mean that Blue Finesse bears the transport risk up to the end customer.
- 7.7 Transport costs may be charged according to actual expenditure or as a lump sum agreed in advance.
- 7.8 If apparent damage, packaging defects or temperature irregularities are identified upon delivery, the Customer must, where reasonably possible, record them on the carrier's proof of delivery and notify Blue Finesse without delay.

8. Delivery dates, readiness to accept delivery and failed delivery

- 8.1 Delivery dates are non-binding estimates unless expressly confirmed as binding.
- 8.2 For wild-caught products, Clause 4 additionally applies.
- 8.3 The Customer must ensure that an authorised recipient is present at the agreed delivery location and that temperature-controlled or perishable goods can be properly accepted and transferred without delay to suitable storage conditions.
- 8.4 If delivery fails or is delayed for reasons attributable to the Customer, in particular absence, incorrect delivery details or unjustified refusal to accept the goods, the Customer bears the reasonable additional costs and risks caused thereby. These may include in particular waiting time, re-delivery, interim storage, additional cooling or additional dry ice, return transport and, where required for food safety reasons, disposal costs.
- 8.5 In such cases, Blue Finesse is entitled to take reasonable measures required for product safety.

9. Cold chain, frozen and superfrozen products, dry ice

- 9.1 Products described as "superfrozen", "-60 °C" or similarly have been shock-frozen and/or deep-frozen and/or stored under ultra-low-temperature conditions in accordance with the relevant product specification. Unless expressly agreed for a specific delivery, such description does not guarantee that every part of the product remains continuously at exactly -60 °C throughout the entire transport.
- 9.2 Legally required minimum temperatures and cold-chain requirements remain unaffected.
- 9.3 Depending on the mode of dispatch, frozen goods are transported using suitable temperature-controlled procedures, insulated packaging, dry ice or another suitable cooling method.
- 9.4 If a specific transport temperature, temperature range or data logger has been expressly agreed for an order, that individual agreement applies.
- 9.5 Immediately after acceptance, the Customer must store the goods in accordance with the requirements

stated on the label, product specification or accompanying documents.

- 9.6** Blue Finesse is not liable for quality losses occurring after transfer of risk due to inadequate storage, interruption of the cold chain, improper thawing, prohibited refreezing, excessive storage periods or other improper handling within the Customer's sphere of responsibility.
- 9.7** Where dry ice is used, each party must comply with the statutory packaging, transport, labelling, ventilation and safety requirements applicable within its respective sphere of responsibility. After handover, the Customer is in particular responsible for safe handling and adequate ventilation when dealing with any remaining dry ice.

10. Inspection, notice of defects and evidence

- 10.1** Due to the perishability and temperature sensitivity of the products, the Customer must inspect the goods after receipt in the ordinary course of business as soon as reasonably possible.
- 10.2** Visible defects, shortages, packaging damage and apparent temperature deviations must be reported to Blue Finesse without delay.
- 10.3** Hidden defects that were not reasonably detectable during proper incoming inspection must be reported without delay after discovery.
- 10.4** If a complaint becomes apparent only during cutting or processing, the Customer must, to the extent reasonably possible, stop further processing of the affected goods and secure the remaining goods for inspection.
- 10.5** The notice of defect must enable a proper assessment. The Customer must in particular identify the affected product and batch and provide appropriate evidence. Depending on the complaint, this may include photographs of the product and packaging, label and batch data, eBCD references, weight information, temperature measurements including the measurement method, and any available data logger records.
- 10.6** Affected goods and packaging must be stored under suitable conditions and kept available for inspection or further instructions, insofar as this is permissible and reasonable under food law.
- 10.7** The Customer should not dispose of, return or further process disputed goods if doing so would prevent a proper assessment, unless food-law or safety reasons require a different course of action.

11. Rights in case of defects and remedies

- 11.1** In the event of a justified notice of defect, the statutory rights apply, taking account of the specific characteristics of perishable and temperature-controlled foodstuffs.
- 11.2** Blue Finesse must be given an opportunity to assess the complaint and, insofar as legally and practically possible and reasonable in view of the nature of the defect, to provide a contractual remedy. Such remedy may include in particular replacement delivery, replacement of the affected goods, credit note, refund or an appropriate price reduction.
- 11.3** Rights to price reduction, termination or rescission of the contract and damages otherwise depend on the applicable statutory requirements.
- 11.4** Natural variations under Clause 3, non-guaranteed deviations within agreed weight ranges, and quality losses caused after transfer of risk within the Customer's sphere of responsibility do not constitute defects.
- 11.5** There is no general contractual right to return non-defective B2B goods. Returns may be made only with Blue Finesse's prior consent and shipping authorisation.

12. Traceability, eBCD, labelling and recall

- 12.1** For its stage of the supply chain, Blue Finesse ensures the legally required traceability of the food products it distributes and provides the legally required batch, product and delivery information.
- 12.2** For Atlantic bluefin tuna (*Thunnus thynnus*), Blue Finesse records and transmits the information

required for the relevant trade transaction in the electronic Bluefin Catch Document system (eBCD) in accordance with the legal requirements applicable from time to time.

- 12.3 The Customer must provide accurate company, recipient and other data required for eBCD in good time.
- 12.4 Where an eBCD number is legally required on the transport packaging for fillets or other product forms, it must be retained in accordance with applicable legal requirements. For intra-Community trade transactions, the required trade information is recorded in the eBCD system in accordance with the law applicable from time to time.
- 12.5 The Customer must properly retain the eBCD, batch and traceability data transmitted to it for its stage of the supply chain and must not falsify or remove such data where they are legally required.
- 12.6 For its stage of the supply chain, Blue Finesse provides the legally required information, in particular regarding product identity, allergens, production method and traceability. The Customer remains responsible for all statutory information, labelling, storage, preparation and supply obligations arising after acceptance of the goods due to the Customer's own processing, portioning, preparation or resale.
- 12.7 Where there is a reasonable suspicion of a food-safety issue, both parties must cooperate without delay. The Customer must in particular block affected goods from use or onward supply, identify remaining stock, provide traceability information and comply with required official or lawful withdrawal or recall measures.
- 12.8 The costs of a withdrawal, recall or comparable measure are borne by the party in accordance with its legal responsibility and contribution to the cause.
- 12.9 Blue Finesse is entitled to use appropriately approved or registered fishers, farms, processing establishments, cold stores and logistics companies. The identity of a particular supplier or partner establishment is a guaranteed contractual characteristic only if expressly agreed. Legally required traceability information remains unaffected.

13. Payment terms and default

- 13.1 Unless otherwise provided in the offer or order confirmation, the following payment terms apply: Blue Finesse may require advance payment from new customers. Fresh whole fish and goods whose final invoice value depends on actual catch, harvest or delivery weight are generally payable immediately after determination of the weight and issuance of the invoice and before dispatch or handover. For stock goods, Blue Finesse may grant established customers a payment term; unless otherwise agreed, this is seven calendar days from the invoice date.
- 13.2 Blue Finesse may require advance payment or reasonable security if the Customer's invoices are overdue, an order is unusually large or particularly perishable, or justified doubts regarding the Customer's ability or willingness to pay arise after conclusion of the contract.
- 13.3 Until overdue amounts or requested security have been received, Blue Finesse may suspend further deliveries not yet due to the extent permitted by law.
- 13.4 Payment is deemed made when the freely available amount is credited to the account designated by Blue Finesse.
- 13.5 In the event of payment default, Blue Finesse may claim the statutory default interest applicable to commercial transactions and, where applicable, the statutory flat-rate recovery charge and any further legally recoverable collection and enforcement costs.

14. Cancellation and changes after conclusion of contract

- 14.1 After conclusion of the contract, orders may be changed or cancelled only with Blue Finesse's consent, unless the Customer has a mandatory statutory right to the contrary.
- 14.2 Where changes or cancellations are made at the Customer's request, the Customer must reimburse the actually incurred, reasonable and unavoidable costs and losses caused thereby. These may include in particular procurement, catch or harvest costs already incurred, reservation, processing, packaging, dry ice, transport cancellation and storage costs.

- 14.3** For goods specially procured, reserved for the Customer, highly perishable or not reasonably capable of alternative sale or use, recoverable loss may amount to the full agreed purchase price, less expenses saved and any net proceeds from reasonable alternative disposal or resale.
- 14.4** Blue Finesse is obliged to take reasonable measures to mitigate loss.

15. Retention of title

- 15.1** To the extent effective under applicable law, title to the delivered goods remains with Blue Finesse until the purchase price for the relevant goods has been paid in full.
- 15.2** Retention of title does not affect the agreed transfer of risk or the Customer's food-law obligations regarding storage, safety, inspection and traceability.
- 15.3** Retention of title does not entitle the Customer to return perishable or temperature-controlled goods already accepted by it to Blue Finesse without Blue Finesse's consent.

16. Tuna Cutting Shows, events and event fish

- 16.1** If fish is supplied for a Tuna Cutting Show, demonstration, gastronomic event or comparable occasion, Blue Finesse's contractual obligation is generally limited to the sale and agreed delivery or provision of the fish.
- 16.2** Unless expressly agreed separately, Blue Finesse does not owe organisation or operation of the event, cutting personnel, event equipment, official event or venue permits, or hygiene, safety or disposal services.
- 16.3** If wild-caught fish is ordered for a fixed event date and no specific specimen has yet been allocated, the order may be subject to the catch and availability reservation under Clause 4.
- 16.4** If no suitable wild-caught specimen is available, Blue Finesse may offer the Customer a suitable Atlantic bluefin tuna from capture-based farming/fattening as an alternative. Such an alternative may be delivered only after the Customer's express consent.
- 16.5** The price, target weight and production method of an alternative fish accepted by the Customer will be agreed or confirmed before delivery.

17. Force majeure and other exceptional circumstances

- 17.1** Blue Finesse is not liable for delay or non-performance to the extent caused by external, exceptional circumstances that were not reasonably foreseeable at the time of conclusion of the contract, are beyond Blue Finesse's reasonable control, and could not be prevented, removed or overcome despite reasonable precautions.
- 17.2** Depending on the individual case, such circumstances may include in particular exceptional weather events, official fishing or traffic restrictions imposed after conclusion of the contract, unexpected regulatory prohibitions, strikes, port disruptions or substantial transport disruptions, war, civil unrest, exceptional power-supply failures or comparable events.
- 17.3** Ordinary operational difficulties, avoidable maintenance deficiencies or shortages already known or specifically foreseeable at the time of conclusion of the contract do not constitute force majeure merely by existing.
- 17.4** Blue Finesse will inform the Customer within a reasonable period of any material disruption and will take commercially reasonable measures to mitigate loss.
- 17.5** The affected contractual obligations are suspended for the duration and to the extent of the impediment. If performance becomes permanently impossible or continuation of the affected order is no longer reasonable as a result of the impediment, the parties may terminate the affected part of the contract in accordance with applicable law. Advance payments already made for goods that are definitively not delivered will be refunded, to the extent they are not offset by services already duly performed or other valid amounts owed.

18. Liability

- 18.1** Blue Finesse has unlimited liability where liability may not be excluded or limited under mandatory law, in particular in cases of intent and gross negligence and where mandatory liability applies for death, personal injury, damage to health or defective products. The same applies to defects or other circumstances fraudulently or knowingly concealed by Blue Finesse.
- 18.2** Subject to Clause 18.1 and to the extent permitted by law, in cases of ordinary negligence Blue Finesse is liable only for losses that were recognisable at the time of conclusion of the contract as a typical and reasonably foreseeable consequence of the breach of duty.
- 18.3** Subject to Clause 18.1 and to the extent permitted by law, liability for indirect or consequential loss, including in particular loss of profit, loss of turnover, menu disruption, interruption of an event and pure reputational damage, is excluded.
- 18.4** Subject to Clause 18.1 and to the extent permitted by law, Blue Finesse's total contractual liability arising from an individual order is limited to the net invoice value of the goods affected by the damaging event, provided and to the extent that this cap is not, in the individual case, manifestly disproportionate to the foreseeable loss.
- 18.5** No limitation of liability in these Terms applies where it would be ineffective under mandatory law.
- 18.6** Blue Finesse is not liable for damage or quality deterioration arising after transfer of risk due to incorrect storage, improper thawing or refreezing, interruption of the cold chain caused by the Customer, or other improper processing, labelling, handling, preparation or onward supply.
- 18.7** The Customer shall indemnify Blue Finesse against third-party claims to the extent that such claims are demonstrably based on unlawful processing, labelling, storage, advertising or use of the goods for which the Customer is responsible. This does not apply to the extent Blue Finesse itself is responsible for the relevant claim.

19. Governing law, CISG and jurisdiction

- 19.1** All contractual relationships covered by these Terms are governed by the substantive law of the Republic of Croatia, excluding its conflict-of-laws rules, to the extent such choice of law is legally permissible.
- 19.2** The United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 19.3** To the extent permitted by law, the courts having subject-matter and territorial jurisdiction at the registered office of Blue Finesse in the Republic of Croatia shall have exclusive jurisdiction over all disputes arising out of or in connection with these Terms or contracts governed by them. Mandatory statutory jurisdictions remain unaffected.

20. Final provisions, language and version

- 20.1** If any provision of these Terms is or becomes wholly or partly invalid or unenforceable, the validity of the remaining provisions remains unaffected. The mandatory statutory provisions shall apply in place of the invalid or unenforceable provision. No automatic reduction to preserve validity or deemed substitute provision is agreed by this clause where such mechanism is not legally permissible.
- 20.2** Blue Finesse is entitled to amend these Terms for future transactions. Amendments do not apply retroactively to contracts already concluded unless the parties expressly agree otherwise.
- 20.3** Where these Terms are provided in several language versions, the version expressly referred to in the individual offer or order confirmation shall govern the relevant contract. If no language version is expressly specified, the English version shall prevail.
- 20.4** Contract-related notices, orders, order confirmations, amendments and notices of defects may be sent by e-mail or through an electronic communication channel previously used for business between the parties, provided that the communication can be stored and reproduced.

BLUE FINESSE - Business details

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