

THE TUNA STORE LLC'S

GENERAL TERMS AND CONDITIONS OF SALE

These General Terms and Conditions ("Terms") are applicable to all sales made by The Tuna Store ("Supplier") to you ("Buyer").

1. Purchaser's Acceptance of Terms: If Buyer submits a purchase order ("PO") to Supplier, the parties have formed a binding agreement if Supplier submits a Confirmation of Sale ("COS") to Buyer within forty-eight hours of Supplier's receipt of such PO, and the parties shall perform according to the terms of the COS and these Terms (collectively, the "Contract"). All POs will be subject to Supplier's acceptance, which Supplier may withhold in its sole discretion.

2. Price and Payment Terms: Unless otherwise indicated in any COS or Exhibit A, which is incorporated by this reference, the price will be as set forth in the applicable COS, and all prices quoted by Supplier are in U.S. dollars, F.O.B. Supplier. Products shall be considered delivered, and risk of loss, title, and damage shall pass, to Buyer at the F.O.B. point upon loading. Supplier's payment terms are net due unless otherwise agreed. All past due sums shall bear a late charge calculated at a rate of 3% every fifteen days until paid in full, or the maximum amount allowed by law, whichever is greater. In addition, Buyer shall reimburse Supplier for all expenses, costs, and attorney's fees incurred by Supplier in enforcing any of its rights hereunder or collecting any past due sums. All sales are made subject to all applicable local, State, Federal, use, sales and excise taxes, the amount of which Buyer agrees to pay.

3. Credit: If Supplier determines, in its sole discretion, that Buyer is not creditworthy, Supplier may suspend deliveries of Products, require prepayment in immediately available funds prior to shipment, or require some other form of commonly recognized form of performance assurance.

4. Products; Inspections: Supplier shall sell to Buyer seafood products (the "Products") set forth in Exhibit A and as more particularly described in a COS. Buyer shall carefully inspect all Products in accordance with the procedures set forth in Exhibit A.

5. Warranties: SUPPLIER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

6. Breach: SUPPLIER WILL IN NO EVENT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, CONTINGENT, SPECIAL, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE OR USAGE, COST OF SUBSTITUTE PRODUCTS, ADDITIONAL COSTS INCURRED BY BUYER, OR CLAIMS OF BUYER'S CUSTOMERS OR THIRD PARTIES.

SUPPLIER'S TOTAL LIABILITY TO BUYER FOR DAMAGE OR LOSS ARISING OUT OF, OR IN ANY WAY RELATED TO, THE SALE OF PRODUCTS HEREUNDER, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR GROSS NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY OR ANY OTHER CAUSE (A "CLAIM") SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE PARTICULAR PRODUCTS WITH RESPECT TO WHICH SUCH CLAIM RELATES.

7. Indemnification: Buyer agrees to defend, indemnify, and hold harmless Supplier and its affiliates, or their respective officers, directors, employees, shareholders, members, agents, successors, or assigns from all liabilities, claims, and expenses, including attorneys' fees, that arise from (a) Buyer's breach of the Contract; (b) any injury, illness, or death caused by Buyer's handling or mishandling of the Products; and (c) Buyer's use or handling of the Products, regardless of whether such claim arises as a result of a recall or withdrawal of the Products, including, but is not limited to, claims for wrongful death, personal injury, property damage and/or economic loss brought by consumers of the Products who allege that such Products were contaminated, adulterated, unfit for human consumption, or in any way defective. Supplier reserves

the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Buyer, in which event Buyer will cooperate with Supplier in asserting any available defenses.

8. Recall: Buyer and Supplier will immediately notify the other in writing should it become aware of any condition that could justify any recall of Product(s). Buyer and Supplier shall promptly consult with one another to determine whether a recall of Products is warranted and, if so, to develop a joint plan reasonably acceptable to each party for the manner of promptly implementing the recall. Buyer and Supplier will carry out the recall in accordance with the joint plan, in compliance with applicable laws and regulations, in as expeditious a manner as feasible, and in such a way as to protect customers and preserve the reputation of the Products, Buyer, and Supplier. To the extent that the recall results from a verifiable breach of this Contract by Supplier, Supplier will reimburse Buyer for all reasonable, direct costs of the recall. To the extent that the recall results from Buyer's negligence, fault, or verifiable breach of this Contract by Buyer, Buyer will reimburse Supplier for all reasonable, direct costs of the recall. In all other circumstances, Buyer and Supplier will each bear its own costs of the recall.

9. Force Majeure: Neither party will be liable for performance delays or non-performance due to causes beyond its reasonable control, except for payment obligations.

10. Title: Buyer hereby grants to Supplier a security interest in Products sold until full payment is received. Buyer authorizes Supplier to file a UCC financing statement at any time to perfect this security interest.

11. Choice of Law; Venue. This Contract is governed by and construed in accordance with the law of the State of Washington, and the United Nations Convention on the International Sale of Goods shall not be considered a part of the law of the State of Washington and shall not be applicable to this Agreement. The parties consent to the jurisdiction and venue of the state and federal courts sitting in Seattle, Washington. In any legal action or other proceeding brought to enforce or interpret the terms of the Contract, the prevailing party or parties shall be entitled to reasonable attorneys' fees and other costs and expenses incurred in that proceeding and in any subsequent appeals, in addition to any other relief to which it is entitled.

12. Waiver of Jury Trial. EACH OF SUPPLIER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THAT IT MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION ARISING IN ANY WAY IN CONNECTION WITH THIS CONTRACT. EACH OF SUPPLIER AND BUYER ACKNOWLEDGE THAT THIS WAIVER IS A MATERIAL INDUCEMENT FOR EACH TO ENTER INTO THE CONTRACT.

13. Severability; Waiver; Entire Agreement: If any provision of these Terms shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, this provision shall not affect any other provision or provisions contained in these Terms. If there is any inconsistency between: (a) a PO and a COS, the COS will prevail; (b) a PO and these Terms, these Terms will prevail; or (c) these Terms and a COS, the COS will prevail. These Terms and any COS constitute the entire agreement between the parties as to any particular transaction. None of the provisions of these Terms shall be (a) deemed to have been waived unless such waiver shall be set forth in writing signed by Supplier, or (b) subject to modification or waiver by course of performance, course of dealing, legal requirement, or usage of trade.

EXHIBIT A

Fresh and Chilled Seafood Sale Supplemental Terms

1. Products:

Supplier agrees to sell to Buyer the fresh and chilled seafood products described in the COS (the “Products”). However, Buyer understands and agrees that the Products listed in any COS represent merely an estimate of the quantity and grade of Products to be delivered to Buyer.

2. Inspection; Rejection:

a. Buyer shall carefully inspect the Products promptly upon receipt of the Products (the “Inspection”). Upon completion of the Inspection, Buyer shall complete a Final Settlement Report (“FSR”), indicating the quantity and grade of Products received by Buyer. Buyer shall complete the FSR with the utmost good faith and in accordance with the highest industry standards. Buyer shall deliver the FSR to Supplier within 72-hours from the time of delivery.

b. Buyer may only reject Products if: (a) the Products varies significantly and materially from the quantity and grade of Products listed in the applicable COS; (b) within 24 hours after receipt of the Products Buyer gives Supplier written notice specifying in detail the alleged nonconformity or defect in the Products, along with comprehensive photographic evidence of the non-conforming Products; and (c) should Supplier choose to have the allegedly nonconforming Products inspected, Buyer fully cooperates and accommodates Supplier or its agents in conducting this inspection. Failure to provide written notice of rejection within the specified inspection period shall be deemed an unqualified acceptance of the Products and a waiver by Buyer of all claims with respect thereto.

c. To the extent Supplier disputes Buyer’s claims of nonconformity giving rise to a right of rejection, the parties agree to negotiate in good faith to determine the quantity and grade of Products upon which payment is due.

d. At any time upon reasonable notice to Buyer, Supplier or its designated agent(s) may inspect the Products at the location of delivery or storage, and Buyer shall accommodate and cooperate with such inspection.

3. Price:

Buyer shall pay Supplier based on the quantity and grade of Products indicated in the FSR; provided, however, that if Supplier disputes the quantity and grade of Products in the FSR, Supplier or its agent may conduct an independent inspection of the Products and, to the extent such inspection reveals a material difference between the actual quantity and grade of Products and the quantity and grade of Products listed in the FSR, Buyer shall pay Supplier based on the quantity and grade finally determined by Supplier or its designated agent.

EXHIBIT A

Frozen Seafood or Finished Seafood Sale Supplemental Terms

1. Products; Price:

Supplier agrees to sell to Buyer the frozen seafood products or finished seafood products described in the applicable COS (the "Products"). The price for the Products will be as set forth in the COS.

2. Inspection; Rejection:

a. Buyer shall carefully inspect the Products promptly upon receipt of the Products (the "Inspection"), and in no event later than 9-days from the date of receipt of the Products (the "Inspection Period").

b. Buyer may only reject the Products if: (a) Buyer gives Supplier written notice of the allegedly defective Products prior to the end of the Inspection Period, specifying in detail the alleged nonconformity or defect in the Products, along with comprehensive photographic and/or documentary evidence of the non-conforming Products; and (c) should Supplier choose to have the allegedly nonconforming Products inspected, Buyer shall fully cooperate and accommodate this inspection. If Supplier elects to have the Products inspected or sampled by a third-party surveyor, Supplier and Buyer will equally bear the costs associated with this inspection. Failure to provide written notice of rejection within the specified inspection period shall be deemed an unqualified acceptance of the Products and a waiver by Buyer of all claims with respect thereto.

c. To the extent Supplier or the third-party surveyor dispute Buyer's claims of nonconformity giving rise to a right of rejection, Buyer shall pay for the Products on the terms set forth in the applicable COS.

d. At any time upon reasonable notice to Buyer, Supplier or its designated agent may inspect the Products at the location of delivery or storage, and Buyer shall accommodate and cooperate with such inspection.