

CATCH CONNECT — BUYER TERMS AND CONDITIONS

Version 3.0 · 5 May 2026

Summary: What this means for you

- You see what's coming in. You bid sealed — no other buyer sees your bid.
- Change or pull a bid any time before the skipper accepts. Once accepted, you've bought the fish.
- All bidding happens on the Platform. No phoning a skipper direct about a live listing.
- Pay the boat through the fish selling office, like always. We don't handle that money.
- Quality, weights, shortfalls — also through the office. We don't adjudicate.
- £2 per box payable when you settle the fish.
- You're a Scottish-based buyer serving the Scottish processing industry. If your eligibility status changes, please tell us.
- Quality claims should be raised in good faith and within 4 hours of receiving the fish.
- Your data is yours. We don't share it outside the Platform.
- You can leave on 30 days' notice. Settle anything outstanding first.
- We can update these terms as the Platform develops, with 30 days' notice.

1. Parties

These terms are between Catch Connect Limited company number SC888499, registered in Scotland ("Catch Connect") and the buyer entity identified at registration on the Platform ("the Buyer"). The person completing registration warrants they are a director, officer, or authorised representative of the Buyer with authority to bind the Buyer to these terms.

2. Background

Catch Connect runs a digital pre-landing fish trading platform serving Scottish ports. The Platform contracts only with Scottish-based buyers serving the Scottish processing industry — companies that operate in Scotland, employ people in Scotland, and hold a guarantee within the relevant Scottish fish market.

3. Definitions

Accepted Bid — your bid that a Boat has accepted; on acceptance a binding sale forms between you and the Boat.

Boat — a fishing vessel registered with Catch Connect, identified by vessel name, fishing licence and Port Letter Number, together with its Owner.

Box — the standard plastic fish box. Weight per Box is declared by the Boat at listing.

Nominated Fish Selling Office — the Boat's Home Office selected by the Boat at registration on the Platform, through which the Boat settles its fish sales with you.

Scottish Purchaser — a company that operates substantively in Scotland, employs people in Scotland, and holds a guarantee or bond at the relevant Scottish fish market.

Trip — the period from a Boat leaving port to landing the catch, per UK or Scottish Government fisheries regulations.

4. Eligibility

You are a Scottish Purchaser as defined and confirm you continue to meet that definition while you're registered. At registration on the Platform you confirm explicitly:

- you operate substantively in Scotland;
- you employ people in Scotland; and
- you hold a current guarantee or bond at the relevant Scottish fish market (the specific market is identified at registration).

Please notify Catch Connect if any of the following changes:

- you stop operating in Scotland;
- you stop employing in Scotland;
- your guarantee or bond at the relevant Scottish fish market lapses or is withdrawn.

We'll review your registration with you in light of any change.

5. Trading on the Platform

While a Boat's catch is listed, all bidding, negotiation, and acceptance must happen on the Platform. If you want to bid on a listed catch, do it through the Platform — don't contact the Boat direct. The sealed-bid system only works if every Buyer is bidding through Catch Connect.

Where breaches of this rule are observed by Catch Connect or reported by other users, we may suspend the relevant parties — Buyer, Boat, or both — at our discretion while we look into it.

6. Bidding

Bid lifecycle. You may submit, modify, or delete a bid at any time before the bid is accepted by a Boat. Once accepted, the bid becomes an Accepted Bid binding under clause 7 and cannot be deleted or modified by you.

Each bid placed must satisfy three conditions.

- The bid is made in good faith, with the genuine intention of taking delivery if accepted.
- The bid is supported by sufficient funds or available credit through your guarantee or bond at the relevant Scottish fish market.
- The bid is your independent assessment of price.

Sealed-bid confidentiality. The Platform operates as a sealed-bid auction. You must not disclose the contents of any bid you place (price, quantity, or grade specification) to any other Buyer or any third party. Confidentiality of bid data is fundamental to the Platform.

7. Acceptance, take and pay

Once a Boat accepts your bid, the Accepted Bid is binding on both parties. You must take delivery of the fish at the declared Landing Date and pay the Boat through the Boat's Nominated Fish Selling Office on the office's standard terms.

Catch Connect is not party to that payment. An Accepted Bid cannot be revoked by you except where these terms expressly allow (Boat force-of-nature event under clause 8, Boat misdeclaration under clause 9).

8. Boat force-of-nature events

Where a Boat revises a Landing Date as a result of a force-of-nature or unforeseen event (severe weather, crew safety, mechanical breakdown, or boarding or detention by fisheries protection or other regulatory authorities), you may cancel your Accepted Bid or accept the revised Landing Date. Notify Catch Connect of your election within 1 hour of being informed.

9. Boat misdeclaration

Where a Boat misdeclares the grade, MSC status, weight, species, or product description of fish sold to you, you must notify the Boat's Nominated Fish Selling Office within 4 hours of receiving the fish to negotiate an outcome that's suitable for both parties.

Misdeclaration disputes are settled directly between you and the Boat through the Nominated Fish Selling Office. Catch Connect is not party and has no responsibility for the outcome.

You must raise any quality-related claim in good faith and within 4 hours of receiving the fish.

10. Shortage allocation

If a Boat's actual landed catch falls short of total Accepted Bids on a Trip, fish is allocated highest bid first; the lowest-priced Accepted Bid receives the least fish. Same-priced bids share any shortfall in proportion to bid size. You pay only for the fish actually delivered, at your bid price per kilogram.

Where a Boat's catch is allocated across multiple Accepted Bids, the freshest fish is allocated to the highest-priced Accepted Bid first, in descending order of bid price.

11. Conduct on the Platform

Catch Connect operates the Platform as a trade facilitator. We are not party to any sale and do not adjudicate any single dispute. We expect Buyers to conduct themselves in good faith. If a serious or repeated pattern of bad-faith conduct arises, we may suspend you at our discretion while we look into it.

12. Platform fee

£2 per Box for each Box you purchase under an Accepted Bid. Catch Connect may adjust the fee on no less than 90 days' email notice.

The fee applies on landing. Catch Connect issues an invoice with 7-day terms; payment is due the Thursday following the week in which the Trip is landed, mirroring fish-payment cadence.

Catch Connect calculates the fee from its own Platform records. You are not required to submit settlement reports.

13. What Catch Connect commits to you

Under these terms, two things apply.

- Only Scottish Purchasers may bid on or buy fish landed at Scottish ports through the Platform.
- Your access on the Platform under these terms is limited to fish landed at Scottish ports.

Catch Connect operates a sealed-bid auction; no Buyer's bid contents are disclosed to any other Buyer.

Your identifiable trading data, bid history, and purchasing-performance data captured through the Platform belongs to you. Catch Connect will not share, sell, transfer, or disclose your identifiable data to any third party — and in particular not to any non-Scottish entity, foreign Boat operator, or competing platform. Catch Connect may use your data on an aggregated and anonymised basis for platform improvement and to give you performance feedback.

14. Warranties and disclaimer

The Platform is provided "as is" and "as available". Catch Connect makes no representation or warranty, express or implied, that the Platform will be uninterrupted, timely, secure, or error-free; that any listing, bid, or other content posted on the Platform is accurate, complete, or reliable; or that the Platform is fit for any particular purpose or commercial outcome.

To the maximum extent permitted by law, Catch Connect excludes all implied terms, warranties, conditions, and representations of any kind, whether arising by statute, common law, custom, course of dealing, or otherwise.

Nothing in this clause excludes any liability that cannot lawfully be excluded under Scottish law, including liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation.

15. Limitation of liability

Subject to the paragraph below, Catch Connect's total aggregate liability arising out of or in connection with these terms — whether in contract, tort (including negligence), breach of statutory duty, or otherwise — is limited to the total Platform fees actually paid by the Buyer to Catch Connect in the 12 months immediately before the event giving rise to the claim. Where less than 12 months of fees have been paid, the cap is the fees paid to date.

In no event shall Catch Connect be liable for any loss of profit, loss of revenue, loss of business, loss of goodwill, loss of contracts, loss of opportunity, loss of anticipated savings, loss or corruption of data, or any indirect, special, incidental, consequential, or punitive loss, however arising and whether or not Catch Connect was advised of the possibility.

Nothing in these terms limits or excludes any liability that cannot lawfully be limited or excluded, including liability for death or personal injury caused by Catch Connect's negligence, fraud, or fraudulent misrepresentation.

16. Indemnity

You shall indemnify Catch Connect, and keep Catch Connect indemnified, against all losses, damages, costs (including reasonable legal costs), and expenses suffered or incurred by Catch Connect arising out of or in connection with:

- any claim by a third party — including any Boat or fish selling office — relating to your conduct on the Platform or any breach by you of these terms;
- any breach by you of clause 5 (Trading on the Platform) or clause 6 (Bidding), including any disclosure of sealed-bid contents to another Buyer or third party; and
- any inaccuracy in the eligibility declarations made under clause 4.

17. Termination

You may terminate on 30 days' email notice.

Catch Connect may suspend or terminate your registration on 30 days' email notice for any reason, or immediately for material breach.

18. Updates to these terms

As the Platform develops, Catch Connect may update these terms from time to time. Any update will be notified to you by email at least 30 days before it takes effect (changes to the platform fee will be notified at least 90 days in advance under clause 12). When an update takes effect, you will be asked to re-accept the updated terms on next login. If you don't accept an update, you can terminate under clause 17 before it takes effect.

19. Notices

Notices may be given by email. Catch Connect's notice email is notices@catchconnect.com. Your notice email is the address provided at registration. A notice given by email is deemed received 24 hours after sending unless undeliverable.

20. General

These terms (with the registration data captured on the Platform) are the entire agreement between us. Any provision found unenforceable is severed; the rest remains in force. Clauses 14 (Warranties and disclaimer), 15 (Limitation of liability), and 16 (Indemnity) survive termination of these terms. Scottish law governs; the Scottish courts have exclusive jurisdiction.

21. Acceptance

These terms are accepted electronically as part of Catch Connect Platform registration. By completing registration and clicking 'Accept', you (and the Buyer entity on whose behalf you act) accept these terms in full. There is no separate signature block: completion of Platform registration constitutes electronic acceptance under the Electronic Communications Act 2000.

On acceptance, Catch Connect records against your account:

- the version number and date of these terms;
- the user name and email used at registration;
- the date and time of acceptance, and originating IP address;
- the eligibility declarations made under clause 4; and
- a PDF copy of the accepted terms, emailed to the registration address.

Where these terms are updated under clause 18, you will be required to re-accept on next login before placing further bids.