

Lietuvos sveikatos mokslų universiteto
agrementoriumas

CONTRACT № 2021-P-00506

17.12.2021

Lithuanian University of Health Sciences, legal entity code 302536989, registered address A. Mickevičius st. 9, Kaunas City Municipality, Kaunas City, data on the company are collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by rector professor Rimantas Benetis,, hereinafter referred to as the Buyer, on the one hand, and the Frutarom Belgium NV, registered in compliance with the legislation of Belgium, in the person of Petra Dalemand, acting on shareholder’s resolution, hereinafter referred to as the Seller the other hand, have concluded the Contract on the following:

1. Subject of the Contract

1.1. The Seller hereby sells and the Buyer purchases geranium root dry extract hereinafter referred to as Goods according to the Procurement specifications to the Contract for each separate delivery, being an integral part of the present Contract.

2. Prices and the Total Sum of the Contract

2.1. The total amount of the Contract is 4300,00 Eur without VAT (four thousand three hundred euros, 0 ct.).

2.2. The Seller supplies the Goods at the prices specified in Invoices or in the Procurement specifications.

2.3. The quantity of the goods, price are confirmed by Invoice or in the Procurement specifications, which should correspond to the terms of the Contract.

2.4. The price includes package and marks. The Package shall be not returned.

2.5. In accordance with the methodology for setting pricing rules approved by the Director of the Public Procurement Office, the method of calculating the price shall be fixed price with a review.

3. Terms of Payment

3.1. The Goods are to be paid on the terms specified in Invoices or in the Procurement specifications.

3.2. The Buyer pays all charges in Buyer’s Bank and Seller – all charges connecting with Seller’s Bank.

3.3. Payment term – Prepayment.

4. Delivery Terms

4.1. General deadline for delivery of Goods 12 (twelve) months from the date of entry into force of the Agreement, but the Parties have agreed that the Supplier shall deliver and / or install the Goods specified in Clause 1.1 of these Special Conditions at their own expense no later than 1 (one) month from date of Order. The date of delivery shall be considered as the date of execution of the Customs Cargo Declaration on the customs territory of the Buyer’s country (the date, specified in Customs Cargo Declaration).

4.2. Ownership for Goods transfers to Buyer from the date of execution of the Customs Cargo Declaration on the customs territory of the Buyer’s country (the date, specified in Customs Cargo Declaration).

4.3 Delivery of the Goods can be carried out from ware-houses of the Seller and his agents (further - Supplier) from the third countries which are being in Western and the East Europe, the USA, Southeast Asia, EU, Japan, China, the countries of Pacific region, etc. The Supplier can be the third party on behalf of the Seller. Supplier is underlined in the documentation accompanying the Goods. The Seller undertakes all the risks of accidental damages until ownership transfers to the Buyer.

4.4. Persons, who have signed this Contract, hereby consent to the processing of personal data in the scope and the purpose under this Contract. Such persons confirm that any processing of personal data, including transfer such data to third parties does not require a separate acceptance and implementation of written notice of such processing. The Party that received the personal information shall ensure adequate protection of such data and prevent their unauthorized disclosure to third parties.

4.5. In case, when the delivery of Goods is conducted on wooden pallets, such pallets should be fumigated with appropriate labels or penetrated to heat treatment with a proper certificate.

5. Notification

5.1. Within 24 (twenty-four) hours before shipment of Goods the Seller should send the shipment notification to the Buyer.

5.2. Before the shipment of the Goods the Seller sends to the Buyer the corresponding shipment documents for confirmation and photos of the outer package units of Goods containing labels agreed by both Parties.

6. Packaging and Marking

6.1. The Goods are to be delivered in export packing. Packing should provide with safe handling in the process of shipping by various means of transportation.

6.2. The Seller carries out delivery of Goods, individually agreed with the Buyer and after notification as described in para. 5 of Contract. The Seller may authorise its agent or a transport company to carry out delivery of Goods (transport agent will be pointed in shipping documents) with giving a notice to the Buyer.

7. Transfer and receipt of Goods from Transportation Company.

7.1. Goods should be delivered with following shipping documentation: invoice – 1 pcs, original consignment note – 1 pcs, packing list – 1 pcs, COA – 1 pc

7.2. In case loss, shortage or damage of Goods is found; the Buyer with a representative of the transportation company has make up a “cargo loss act” and inform the Seller immediately if Goods are delivered by automobile transportation. If the representative of the transport company refuses to sign “cargo loss act”, the Buyer makes up a “cargo loss act” unilaterally and informs the Seller. The Act concluded unilaterally by the Buyer is mandative for both Parties.

In case of air shipment, the reason for the reclamation is a document (act) drawn up in the airport of Buyer’s country. Such act is also mandative for both Parties in case it is drawn up unilaterally by appropriate air transportation company.

8. Guarantees

8.1. Quality of the Goods to be delivered should correspond to the Certificate of Analysis (Quality) of the manufacturer.

8.2. Identification by the Buyer of nonconformity of the Goods to the quality requirements established in para. 8.1. shall be sufficient cause for return of Goods on the base of inadequate quality at the Seller’s cost. In this case the Parties shall be guided by para. 9 of the Contract.

8.3. In case of untimely replacement of rejected Goods such a replacement should be consider as a delay of Goods’ delivery and the Parties could be guided by para. 10.3 of the Contract.

8.4. The remaining expiration date of the delivered Goods should be not less than eighty per cent (80%) of the total date of expiry. The guarantee of the Seller remains active for the whole period of date of the expiry of Goods.

Please be subject to COA.

9. Claims

9.1. The Buyer should bring its claims regarding the quality and/or quantity of Goods in an ordinary form in writing.

9.2. Any claims regarding the quantity of Goods (shortage, loss) may be brought within 15 (fifteen) days from the date of delivery of Goods.

9.3. Any claims regarding quality of Goods may be brought within:

- 30 days from the date of delivery of the Goods in case of non-compliance of the Goods with the quality set in the Certificate of Analysis (Quality) of the manufacturer for the correspondent Goods;
- during the entire shelf life, within 30 days from detection of the hidden defects (mechanical inclusions, stones etc.) or stability problems of the Goods during the shelf life, in case Goods were stored in accordance with manufacturer's conditions.

The Seller should consider any claim regarding quality/quantity of Goods within 30 days from the date of claim receipt (fulfilled Seller's questioner, official letter of claim, photo, analytical or any other data supporting this claim).

9.4. In case of rejection of the Seller's claims about the quality of the Goods, the Buyer sends Goods for examination into independent laboratory which should be agreed by both parties at time of consideration of claims about the quality of the Goods. In case the Parties do not agree the laboratory within 3 days from the moment the Buyer sends the Seller a claims about the quality of the Goods, the choice of the laboratory is carried out by the Buyer.

9.5. Should the Buyer's claims regarding the quality and/or quantity of the Goods appear to be fair, the Seller shall:

9.5.1. within 30 days from the date of claims acceptance or confirmation accept the return of the Goods (execute Act of reclamation to the Contract, agree shipping documents for return, inform the address of consignee, provide information about transportation company) or agree the utilization of the Goods on the Buyer's premises without payment for the rejected Goods (execute agreement about utilization).

9.5.2. within 30 days from the date of return or utilization of the Goods substitute the respective Goods or within 30 days from the date of claim deliver missing quantity in addition, or compensate the other side in any other mutually acceptable manner.

9.6. All the transport expenses related to the return or utilization of the Goods, substitution of the Goods, should be borne by the Seller if another was not pointed in Additional agreement.

10. Sanctions

10.1. The Buyer has a right to terminate the present Contract in case of delay in initially promised departure of the Goods from Seller for more than 30 days.

In such situation the Seller is obliged to return to the Buyer the full amount of prepayment for the Goods within 3 (three) banking days starting from the date of written request of the Buyer about prepayment returning.

10.2. Any delay in providing shipping documentation shall be considered as delay in delivery of the respective Goods.

11. Circumstances of Force Majeur

11.1. The parties agreed to apply to this contract ICC Force Majeure Clause 2003 (hereinafter – Clause). The fact and the validity period of force majeure circumstances need to be confirmed by the Chamber of Commerce and Industry or other competent authority of the relevant country.

11.2. The parties agreed that the duration of the impediment over a period of more than 30 days substantially deprives either or both of the contracting parties of what they were reasonably entitled to expect under the contract, either party has the right to terminate the contract from the date indicated in the relevant notice.

11.3. The consequences of the expiry of contract or its termination are:

- in the event at the date of expiry or termination of this contract one party has delivered the goods, the other party is obliged to pay for such goods within 10 days from the moment of force majeure is ended, and in case of impossibility to fulfil a monetary obligation – to return the received goods within such term;
- in the event at the date of expiry or termination of this contract one party has made a prepayment, but the other party due to the force majeure circumstances did not deliver the goods, such party is obliged to return the amount of prepayment in full within 10 days from the date the force majeure is ended.

12. Arbitration

12.1. The Seller and the Buyer shall undertake all possible efforts to settle any disputable issues that may arise in the course of execution of this Contract by means of negotiations.

12.2. All disputes, disagreements or claims arising out of the present Contract or in connection with it, including those relating to its interpretation, execution, violation, termination or invalidity, shall be resolved in the International Commercial Arbitration Court of the Netherlands Chamber of Commerce and Industry in accordance with its Rules of Procedure .

The law that regulates the present Contract is the substantive law of Netherlands. The arbitral tribunal consists of a sole arbitrator. Place of the meeting of the Arbitration Court – Rotterdam-Amsterdam. Language of arbitration is English.

12.3. The Parties shall be governed by the INCOTERMS-2020 and the UN Convention on Contracts for the International Sales of Goods, 1980, in order to interpret this Contract, with application of substantive Laws of Netherlands. At the same time, the conditions of this Contract are prevailing.

13. Licenses / Permits

13.1. The Seller is responsible, at his own expense and risk to obtain all required export licenses and permits required to export Goods delivered under current Contract, as well as guarantee Goods transshipment through third countries.

13.2. The Buyer is responsible at his own risk and expense to obtain all required import Licenses and Government permits, and the Buyer is also fully responsible to complete all Ukraine Custom`s clearing procedures to assure safe entry of Goods on the territory of Ukraine.

14. Other Conditions

14.1. All the modifications and changes to this Contract shall be effective only in writing and signed by the duly authorised representatives of the Parties.

14.2. This Contract can be terminated by mutual agreement of both Parties. Party, which considers termination of this Contract, must inform the other Party no later than 1 (one) month prior to the Contract termination.

14.3. This Contract shall come into force from the moment from the moment of it`s signing by the authorised representatives of both Buyer and Seller, and this Contract will is valid for 13 (thirteen) months.

14.4. From the signature date of this current Contract all prior negotiations and exchange becomes null and void.

14.5. This Contract is concluded in duplicate (one copy for each side), in Russian and English languages, and both copies have equal legal effect. Both versions are presumed to have the same meaning. In case of disagreements in interpretation, the English version prevails.

14.6. In case the Contract proves to be not commercially beneficial, the Parties shall take measures to change the terms of the Contract in order to improve the situation.

14.7. Neither Party has the right to assign its rights and obligations under the present Contract to any third party without prior written consent of the other Party being obtained.

15. Legal Addresses of the Parties:

Lithuanian University of Health Sciences

Legal entity code 302536989

VAT code LT100005579315

A. Mickevičius st. 9, 44307 Kaunas

Seller:

IFF HEALTH (Frutarom Belgium NV)

Ambachtsstraat 6

1840 Londerzeel

Belgium

Bank ING Belgium Brussels
IBAN BE78310044620086
SWIFT BBRUBEBB

SIGNATURES OF THE PARTIES:

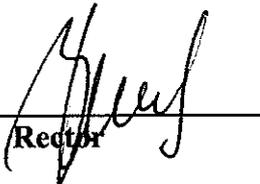
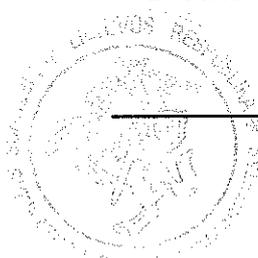
ON BEHALF OF THE SELLER:

**General Director
Petra Dalemans**



Petra Dalemans
Site Manager
20/12/2021

**ON BEHALF OF THE BUYER
Professor Rimantas Benetis**


Rector

2021-12-17