

U.K. glass eels



CONTRACT NO. 2404

9th April 2015

Messrs. GLASS EELS LTD trading as UK GLASS EELS, Gloucester hereinafter referred to as the Sellers, on the one hand, BM TRADE OÜ herein after referred to as the Buyer, on the other hand, and INTERFISH BALTI AS as the consignee, have concluded this Contract on the following:

1. Object of the Contract

The Sellers have sold and the buyers have brought 250+ kilos Live Glass Eels (*Anguilla anguilla*).

2. Delivery Basis

The Sellers will deliver to the Buyers the goods sold under this Contract on terms C&F **TARTU**. All risks to be on the account of the seller until the delivery point at Tartu. After unloading from the aircraft all risks to be on the account of the buyer.

One shipment 250kgs +

3. Price

The price for the above mentioned goods to be fixed four days before shipment, to include the cost of tare, packing and marking, and understood C&F **TARTU**

365.00 Euros per kilo C&F **TARTU**

4. Quality

Live Glass Eels under this Contract shall be caught from water clean in sanitary respect. Glass eels must be free from pathogenic organisms and infectious diseases. This fact shall be confirmed by Veterinary Certificate.

The glass eels are from fisheries certified by the Sustainable Eel group. Glass Eels Ltd United Kingdom are certificated by the Sustainable Eel Group.

Glass eels must be robust and active, length 5-7 cm, weight 0.27 to 0.33 gms

5. Packing and Marking

Live Glass eels should be packed in polystyrene isothermic containers with ice. Tare must be properly thermo-insulated securing safety of the goods during transportation and transshipments.

6. Inspection of the goods before shipment

The Sellers will grant a right to the Buyers to inspect the goods in respect of quality at the place of catch and/or at the airport of shipment.

If the Buyer's representatives find out that the goods do not correspond to the conditions of the Contract, such goods are not to be shipped to the Buyers. In this case the Sellers will do their best to replace the goods in full conformity with Contract conditions.

7. Time of Shipment

The Sellers will deliver the goods sold under this Contract in the period of April 2015

The Sellers must inform the Buyers by e-mail about the expected date of shipment 2 days in advance.

One day before the beginning of shipment the Seller will give the Buyer final notice by email:

1. Date of shipment
2. Quantity/number of packages/total net weight of the goods

8. Qualitative and Quantitative Acceptance

Acceptance of the goods in respect of quality and quantity starts immediately after the unloading of the goods from the place at **TARTU** and will be carried out by Buyer's representatives in accordance with the conditions of this Contract and on the basis of the following documents:

a) In respect of quantity

1. Packing List – 1 copies

b) In respect of quality

1. Health Statement – 1 original
2. Certificate of sustainable eel standard

The right of ownership as well as risks of accidental loss or accidental damage to the goods are transferred from Sellers to the Buyers at the time of unloading of the goods from board a plane at the above mentioned airport.

9. Transport Conditions

Delivery of the goods under this Contract is effected by plane to **TARTU**

10. Pre-Payment

Payment to the seller 50% week 16 (on delivery) reception of goods in Estonia. 50% by week 29. 90 days credit.

Glass Eels Ltd are to be advised direct by your bank by fax 00 44 1452 520294 or email office@glasseel.com in addition to advising through the National Westminster Bank. Proof of payment will be required.

Documents to be provided if required. Invoice issued by Sellers in name of the buyers – 2 copies

To cover live glass eels on the following terms. Shipment is by air from UK airport to **TARTU**

- Our account is at the: National Westminster Bank,
21 Eastgate Street, Gloucester, GL1 1NH
- Sort Code 60-09-02
- Swift Code NWB KGB 2L
- Account: € 00/06638422

- Swift: NWBKGB2L
- Iban – euro GB30NWBK60720306638422

11. Arbitration

All disputes and differences which may arise out of this Contract or in connection with it and which cannot be settled amicably, shall be settled by an arbitrator appointed by the Chamber of Commerce & Industry, Stockholm.

The decision of the Arbitration Commission will be final and binding upon both parties.

Submission of disputes to general court is excluded.

12. Force Majeure

Glass Eels are a natural resource and their supply depends on forces outside the sellers control. The seller will of course use his best endeavours to obtain and supply the quantity ordered by the buyer.

13. Other Conditions

Any modifications to this Contract shall be made in written form and signed by both parties.

This Contract is signed in 2 copies in the English language, one copy for the Sellers, the other for the Buyer, both copies being authentic.

14. Legal addresses of the Parties

SELLERS UK GLASS EELS LTD
 123 Hempsted Lane,
 Gloucester, UK. GL2 5HY
 Fax 44 1452 310294

BUYERS BM TRADE OÜ
 IVA TEE 15
 MÄELTKÜLA KÜLA
 VIIRTASI VALD
 70105 VILJANDIMAA
 ESTONIA

REG NO: 11288607
VAT NO: EE101087650

IMPORTER INTERFISH BALTI AS
RÄVALA PST 15- 18
10143 TALLINN
ESTONIA
REG NO: 10975729
VAT NO: EE 100252826

SELLERS

A handwritten signature in dark ink, appearing to read "BTP Wood", is written over a long, thin horizontal line.

DATE: 09/04/2015

IMPORTER

DATE: