1

**Eels PURCHASE CONTRACT**

(Draft Treaty)

2016. \_\_\_\_\_\_\_\_\_\_\_ D. No. \_\_\_\_\_

Vilnius

1. **CONTRACTING PARTIES**

1.1.       Fisheries Service under the Lithuanian Ministry of Agriculture (hereinafter - the Customer), represented by [POSITION, NAME] in [representation basis] and UK Glass Eels Ltd (hereinafter - the Seller), represented by Peter Wood, Managing Director, hereinafter referred to collectively and individually referred to as Parties, taking into account the low value of the input results, have entered into this Agreement.

1. **AGREEMENT OBJECT**

2.1.     Object of the contract - in Live eel *Anguilla Anguilla (L)* (or equivalent) 'glass eel "stage (hereinafter - eels). Eels are delivered in packages up to 5 kg. Eels delivered alive and viable.Eel amount per kilogram - 3000 pcs. +/- 10%.

2.2.     Eels Customer purchases as required. Minimum purchased eels points - 50 kg, the maximum - 100 kg., But not more than 37190 without VAT (€ 44,999.9 VAT) for the entire quantity purchased eel. The exact amount of the purchased eel Customer informs the Seller within 3 working days from the date of entry into force of the Treaty.

1. **PRICES and payment PROCEDURES**

3.1.   Concluded for a fixed bid contracts - for the delivered eel amount settled by tariffs - [price] EUR without VAT ([price] EUR VAT *[Note - the price of only the VAT, if the Seller is registered abroad, and under the current legislation the obligation to pay VAT is the buyer]* ) per 1 kilogram. The price includes all taxes and all Seller's costs necessary for the satisfactory performance of the contract, including but not limited to eels packing, loading, shipping (from the International Chamber of Commerce rules "Incoterms 2012" (or equivalent), the terms of delivery - DDP (delivered, duty paid ), unloading costs, invoices and other billing documents, sending and (or) costs of service.

3.2.   The Treaty rates translated by one of the parties' initiative will change in value-added tax within 5 (five) working days after the change in the tax rate takes effect. Prices changed (increased or reduced) in proportion to the VAT change. Recalculate rates documented in a written agreement, the signing of the two Parties authorized representatives. This Agreement shall enter into force on the date of signature and becomes an integral part of this Treaty. Recalculate rates apply only to the applicable VAT rate changes in accordance with the Treaty actually not delivered eel. Price conversion in the mentioned case is not considered as working conditions change, which requires the Public Procurement Office. *[Note - This clause does not apply if the Seller is registered abroad, and under the current legislation the obligation to pay VAT is the customer]*

3.3.   For the present, and after 72 hours the rest of the living (nekritusių) eel consumption (Agreed e s s 4.2., 4.3. P.) Settled within 30 calendar days from the eel delivery, transmission - Acceptance Act, which shall be signed no earlier than 72 hours after the eel delivery and invoice receipt. The dead eels Customer does not pay.

3.4.   Eel delivery and (or) of dead eels return of documented transmission - making acts.

1. **RIGHTS AND RESPONSIBILITIES**

4.1.         Seller Responsibilities:

4.1.1.     from 2016-03-17 to 2016-04-08 agreed with the customer on time delivery of the customer ordered eel, corresponding to the requirements of the contract, the amount of the customer's card Hatcheries Laukystos subsection (Mančiūnų k., Kaišiadorių r., Lithuania). Delivery time is compatible with the customer prior to 5 working days;

4.1.2.     Mr. ristatant eel in the veterinary European Union trade certificate imported eels, confirming that delivered eels are healthy;

4.1.3.     to enable the customer's representatives to inspect the eel storage conditions and the state of the country from which they are imported (travel and accommodation costs are paid by the Customer).

4.2.         The seller shall be entitled to 72 hours after delivery of eel be customer Hatcheries Division Laukystos section and participate in the election of dead eels. 72 hours after the delivery of glass eels will be collected dead eels.

4.3.         Customer undertakes to take high quality, complying with the requirements set out in the Treaty of eel and settle the contract 3.3. p. set time limits for the remaining 72 va Dutch nekritusių eel amount from the time of delivery.

1. **Performance of obligations TERMS AND ASSURANCE**

5.1. Obligations deadlines: eels are delivered from 2016-03-17 to 2016-04-08, matching with the customer on time.

5.2. Obligations as Seller provides contract performance guarantee: the Republic of Lithuania or a foreign bank registered in the warranty. The value 3 000. The protection seller within 7 working days of signing the contract, the contract shall enter into force from the discharge of the presentation. Ensuring must be valid for at least 3 months. Customer acquires the right to use this as indicated in the guarantee contract in paragraph 5.3 of the cases referred to, are also entitled to take advantage of this point of collateralisation indicated complete its size (3,000 euro) if Seller shall terminate the Agreement without the customer's fault, fails to eels, or if the contract to carry out Artist uses specified in the contract subcontractors / sub-contractor.

5.3.    Seller delays to deliver all or part of the customer ordered eel clause 5.1 set period of time (2016-04-08) The seller pays the customer a fine of EUR 300 for each day of the missed deadline, but no more than 3 000. Accrued fines Customer own choice have the right to 1) be deducted from the Seller under the Contract amounts to be paid, or 2) require the Seller to transfer the amount of the fine accruing to the customer's account, or 3) use of Article 5.2. as indicated in the guarantee of the accrued amount of the fine volume.

5.4.         Customer not settled by the contract terms, the Seller's request, Customer shall pay to the Seller 0.02% interest rate for each day spent on the amount outstanding.

1. **CONTRACT, AMENDMENT AND TERMINATION OF THE AGREEMENT**

6.1. The contract may be terminated:

6.1.2. Of any of the parties' initiative, after notifying the other party to a contract before 30 calendar days;

6.1.3. Of any of the parties' initiative, after notifying the other party before 5 calendar days, if the other party fails to fulfill its contractual obligations, and this is a fundamental breach of contract;

6.2. The Agreement shall enter into force countries to sign and vendors to provide contract performance security document and is valid for 4 months or until terminated the contract on the grounds established.

1. **THE PARTIES' DISPUTE SETTLEMENT PROCEDURE**

7.1. Dispute settlement procedures. All disputes arising between the parties shall be resolved by negotiations, but did not manage to solve the dispute, it will be examined in the Republic of Lithuania Code of Civil Procedure laid down by the court. Territorial jurisdiction is determined by the customer's place of residence.

1. **FORCE MAJEURE**

8.1.         Neither contracting party is not considered a breach of contract or a shell of its obligations under the Treaty, if the commitment to carry out is prevented by force majeure ( *force majeure*) circumstances arising after the date of entry into force of the Treaty.

8.2.          If either Party considers that there is a force majeure ( *force majeure*) the circumstances under which it can not fulfill its obligations, it shall promptly notify the other Party, informing about the nature, likely duration and foreseeable effects.

8.3.          If the force majeure ( *force majeure*) circumstances lasts longer than 30 days, then either contracting party may terminate the Agreement by giving notice to the other Party before the five (5) calendar days. If the end of that 5 (five) days of force majeure ( *force majeure*) circumstances still is, the Agreement is terminated in accordance with provisions of the Treaty Parties to be released from further performance of the contract.

8.4.          Introduction of the Euro in the Republic of Lithuania shall not be considered *in cases of force majeure*circumstance under this Agreement.

1. **Subcontractor / sub-contractor (Chapter retained only if the Seller invokes sutiekėjus or sub-contractor, and they indicated in the proposal)**

9.1.          The seller contract to carry out subcontract at any tier [specify sub-contractor or subcontractors].

9.2.          The seller can not change the reason (s) sub-supplier (s) or sub-contractor (s) or to the whole contract for the remainder of the term without the client's consent. Vendor sub-supplier (s) or sub-contractor (s) may be modified (s) only in the following cases:

9.2.1.     The Seller sub-supplier (s) or sub-supplier (s) are bankrupt or formed a similar situation;

9.2.2.     The Seller sub-supplier (s) or sub-contractor (s) for objective reasons (for example, sub-supplier or sub-contractor's refusal to supply eels or relating to their delivery service or termination of the legal relationship with the seller, and the like.) Can no longer supply the eel.

9.3.          The seller, in order to change the sub-supplier or sub-contractor shall inform in writing the Customer in three (3) working days, and get the customer's written agreement. Customer acceptance of the sub-supplier (s) or sub-contractor (s) the modification, the Customer together with the seller a written agreement for the sub-supplier (s) or sub-contractor (s), is signed by the Parties. This agreement is an integral part of the Agreement.

9.4.               Subcontractor (s) or sub-contractor (s) the appointment and replacement of the breach is deemed a material breach of the Agreement, for which the Customer is entitled to unilaterally terminate the contract with the seller.

1. **FINAL PROVISIONS**

10.1.     Terms of the contract The contract period can not be changed, except for the following provisions of the Treaty, the change would not violate the Public Procurement Law Article 3 lays down the principles and objectives. Treaty change is not considered contract variations within the circumstances envisaged.

10.2.     As part of the Treaty, the Parties shall be guided by the following provisions of the Treaty, the Republic of Lithuania and other laws of the Republic of Lithuania legislation in force.

10.3.     The seller is not entitled to invoke the Treaty not specified in sub-contractor / sub-suppliers. The security breach is deemed a material breach of the Agreement and gives the customer the right to unilaterally terminate the Agreement. In this case the customer has the right to use the contract referred to in Chapter 5 ensuring its full extent (3,000 euros).

10.4.     This Agreement is made ​​in two copies - one for each Party. Both copies have equal legal force.

1. **PARTY DETAILS**

|  |  |  |
| --- | --- | --- |
| **CUSTOMER** |  | **VENDOR** |
| Fisheries Service to Lithuania  Ministry of Agriculture  J. Lelewel g. 6, LT-01102 Vilnius  VAT code: LT100001121512  Code: 188752740  A / s No. LT464 01 00 42400010026  DNB Bank  Tel. (8 5) 239 1175  Fax. (8 5) 239 1176  E. mail: info@zuv.lt |  | UK Glass Eels  123, Hempsted Lane,  Gloucester GL2 5JY, UK.  VAT code: GB 535 7239 33  Code: 2441662  A/C No GB30NWBK60720306638422  Natwest Bank NWBKGB2L  Tel. (44) 1452 529993  Fax. (44) 1452 520294  Email: office@glasseel.com |
|  |  |  |
| *Occupation*(AV) |  | *Occupation*(AV) |
| *Name surname* |  | *Name surname* |