

Agreement of a Preferred Partnership

between:

VšĮ „Ekoagros“
K. Donelaičio g. 33
LT-44240 Kaunas
Lietuva

(hereinafter referred to as "Client")

and the laboratory

Eurofins Dr. Specht Laboratorien GmbH
Am Neulaender Gewerbepark 2
21079 Hamburg
Germany

(hereinafter referred to as "Contractor"),

PREAMBEL

The following agreement is being concluded for the purpose of governing the future collaboration between the parties.

Any information that relates to both parties must be shared with both parties. If information that relates to both parties is only shared with one of the parties, the other party must immediately be informed of this information in full.

§ 1. SUBJECT MATTER OF THE CONTRACT

The contract relates to a collaboration between the Client and the Contractor within the context of food and feed analyses during which the Client will send food and feed samples to the Contractor for the purpose of analysing specific parameters in food and feed.

The collaboration is subject to the following conditions:

§2. OBLIGATIONS OF THE PARTIES

1. The Client is responsible for providing the Contractor with the samples to be measured/analysed containing sufficient sample material, for measurement and storage by the latter. The samples must be adequately marked and labelled, and must specify details of any contaminant loads.

The Client is responsible for settling the Contractor's invoice (for the payment terms, the Contractor's General Terms and Conditions of Sale (GTCS) shall apply (see Annex).

2. Commissioning shall take the form of individual orders, each of which must be accepted by the Contractor. Ordering is possible via EOL (Eurofins online ordering) in so far it is accepted by the parties.

Within an agreed turnaround time, the test reports shall be sent to the Client by e-mail in Portable Document Format (pdf). If required, the original test reports can be sent to the Client by mail in addition.

3. If the Contractor receives high-priority sample orders from the Client, and the Client needs the results as quickly as possible, the Client is obliged to inform the Contractor thereof. After both parties have determined which samples are urgent and should/can be treated as high priority, the Contractor shall provide the Client with the analysis results within an agreed shortened turnaround time, if technically feasible (express analysis is subject to a surcharge as quoted separately).
4. The delivery dates and processing times are estimates and represent no obligation on the Contractor's part. Nevertheless, the Contractor shall make commercially reasonable efforts to observe the agreed deadlines.
5. The Contractor is obliged to store the retained samples for at least three months. Any sample material beyond that retained shall be destroyed.
6. If requested, the Contractor is obliged to provide the Client with three originals of the reports.
7. The work to be performed on the samples is subject to a non-disclosure agreement. The parties undertake not to provide the analysis results to third parties, unless required by law.
8. The Contractor may not transfer the analysis services requested by the Client to another laboratory without the prior written permission of the Client. This does not apply to the fulfilment of orders by laboratories belonging to the Eurofins Group.
9. Upon mutual agreement between the Client and the Contractor, the Contractor may allow the work to be performed by an external laboratory not belonging to the Eurofins Group.
10. The Contractor is obliged to perform the relevant analysis in accordance with the DIN EN ISO/IEC 17025 standard.
11. The test reports must contain the information prescribed in EN ISO/IEC 17025.
12. Should the approval certificate of the laboratory be rescinded, the Contractor shall inform the Client of this fact. During this period, the samples may not be sent to the Contractor's laboratory.

§3. PAYMENT TERMS

The prices specified in the submitted quotations shall apply. For analysis services that are not included in the aforementioned quotation, the parties shall hold discussions to mutually agree upon a price for the commissioned analysis services or other services.

The Client must be informed of any changes to the prices. After confirmation, a new quotation will be generated.

The Client shall pay for the Contractor's services after receiving a corresponding invoice from the latter. The payment terms of the Contractor's General Terms and Conditions of Business shall apply.

§4. DURATION OF CONTRACT, CONTRACT CONDITIONS

The maximum contract value is 190,000 Euro. If Ekoagros does not acquire services for maximum value specified in the contract during the term of the contract, this contract can be extended by the mutual agreement of both parties for a period of 12 months. The total term of the contract, including extension, may not exceed 36 months from the date on which the contract enters into force. The contract will be considered extended if 30 (thirty) calendar days prior to the expiry, neither party expresses its wish to terminate it in writing.

In the case of any disagreements between the Client and the Contractor, the parties shall seek mutually beneficial solutions and make every effort to continue the work. However, should the parties fail to agree upon a solution, the contract shall be mutually terminated in writing by the Client and the Contractor.

§5. LIABILITY

Within the context of the contractual relationship, the Contractor shall only be liable for proven direct and immediate damages caused by intent or gross negligence in relation to the fulfilment of an order. This liability shall only exist if the Client has made the Contractor aware of the claim, in writing, within six months of the date on which the Client became aware of it. The Contractor assumes no liability for simple negligence.

The Contractor's liability for each case of liability, and for all cases of serial damage (i.e. damages that relate to similar bases of liability), shall be limited as detailed below. Within this context, the lower of the following amounts shall apply in each instance:

- i.) Direct or immediate loss or damage caused by gross negligence in connection with the performance of the contract.
- ii.) The ten-fold amount of the payment that the Contractor has actually received from the Client in connection with this individual order, limited to a maximum of €150,000.00 (one hundred fifty thousand euros) per individual order.

The parties agree that third parties may not derive any rights against the Contractor from the Client's orders. In particular, no contract is being concluded for the benefit of third parties. Furthermore, the parties agree that accepted orders shall not give rise to a protective effect for third parties. In the event that claims are asserted against the Contractor by third parties as a result of concluding this contract or fulfilling the orders, the Client is obliged to indemnify the Contractor against these claims where a liability exists.

§6. FINAL PROVISIONS

- 6.1 Any disputes arising from this contract shall be governed by German law. The place of performance is the registered office of the Contractor.
The place of jurisdiction is Hamburg, Germany.
- 6.2 In the event of any changes to the organisational structure of the parties, or to the corporate structure of one of the parties, the rights and obligations under this contract shall transfer to the new organisation. The parties shall immediately inform the other party of any such events.
- 6.3 Any changes to this contract may only be made by means of a written declaration by both parties.
- 6.4 The Annexes specified below form an integral component of this contract:
 - a) Eurofins General Terms and Conditions of Sales
 - b) Accreditation certificates (including their annexes)
 - c) Quotations.

- 6.5 Unless specifically agreed otherwise in this contract, Eurofins Dr. Specht Laboratorien GmbH's General Terms and Conditions of Sale, which are included with this contract as an Annex, shall apply.

§7. VALIDITY

This contract, consisting of seven clauses, shall come into force upon being signed. The contract has been prepared in duplicate and has been signed by the Client and the Contractor.

CONTRACTOR

Eurofins Dr. Specht Laboratorien GmbH

Representative:

Sascha Brunow
(Managing Director)
Eurofins Dr. Specht Laboratorien GmbH
Am Neuländer Gewerbepark 2
21079 Hamburg

Stamp and Confirmation

Hamburg / June 10, 2020
Place / date

CLIENT

VšĮ „Ekoagros“

Representative:

Virginija Luksiene
(Director)

Stamp and Confirmation

Kaunas / June 10, 2020
Place / date

