

**BALANCE INTERNATIONAL Co., Ltd****AGREEMENT**

06 JUNE, 2018

Order No:SFF 2018-001

By and between «**SE Lithuanian Agricultural and Food Market Regulation Agency**» (Lithuania) represented by **General Deputy Director Artūras Bagotyrius**, acting in accordance with the Charter (hereinafter the Customer), of the one part, and «**BALANCE INTERNATIONAL CO.,LTD**» (**UNITED KINGDOM**) represented by **Sales Manager Kai Huang**., acting in accordance with the Charter (hereinafter the Contractor), of the second part,  
Whereby the Parties have agreed as follows:

**1. Scope of Agreement**

- 1.1. The Customer commissions the Contractor, and the Contractor undertakes to perform works on the fabricating, installing and decorating of a lay-out of the exhibition stands «Lithuania Pavilion» at the exhibition «SUMMER FANCY FOOD SHOW -2018» New York. The exhibition takes place from 30 of June to 02 of July, 2018 in «Javits Center» in New York, USA.
- 1.2. The Customer undertakes to accept and make payment for the completed work.

**2. Obligations of the Parties**

- 2.1. The Contractor shall perform the following work in accordance with Clause 1.1 above:
- fabricate and install the stands on a turn-key basis using the Contractor' s equipment;
  - implement artistic decoration of the stand in compliance with its design;
  - deliver the stand to the Customer in compliance with all its comments not later than, JUNE 29, 2018 19-00;
  - disassemble the stands when the exhibition ends and remove the components of the stand in a timely manner during the time set by the holders of the exhibition.
  - The Lithuanian pavilion should be built on technical specification requirements.
  - The Contractor has to send all visuals of the Lithuanian pavilion with all the equipment and graphics of each booths ordered not later than 13th of June.
  - The Contractor has to prepare and print high quality graphic materials.

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2.2. Under Clause 1.1 above, the Customer undertakes:

- supply the Contractor with all necessary information to tie in the stand with its artistic design;
- order and provide to the Contractor an exposition area to perform installation and disassembly during the time set by the holders of the exhibition;
- pay for the work performed by the Contractor within the time set in this Agreement;
- contractual time is till JUNE 7, 2018;

### 3. Cost of Work

3.1. The cost of the work specified in Clause 2.1 above is 27,000EURO. No VAT.

3.2. The Customer shall make a prepayment of 80 % to the Contractor not later than 07 June, 2018.

3.3. The Customer shall pay 20 % to the Contractor not later than 20 July, 2018.

### 4. Responsibilities of the Parties

4.1. If the provision of Clause 3.2 above is not fulfilled through the fault of the Customer for reasons other than force majeure events, the Contractor shall have the right to terminate this Agreement.

4.2. If the Contractor fails to perform its obligations under this Agreement, i.e. the stands are not available by the official opening of the exhibition, (for reasons other than force majeure events), the Contractor shall return to the Customer the amount paid by the Customer in advance under Clause 3.2 above.

4.3. In the event that this Agreement is terminated through the fault of the Customer, the Contractor shall within three banking days pay the Customer the amount the Customer paid in advance less the expenses for the preparation of the stand for installation sustained by the Contractor before the termination date.

4.4. If the provision of Clause 3.3 above is not fulfilled through the fault of the Customer for reasons other than force majeure events, the Contractor shall have the right to dismantle the stand.

### 5. Force Majeure

5.1. The Parties shall not be liable for any failure to fulfil in full or in part their obligations under this Agreement if such failure is caused by events of compelling force provided that the said events arise after the Agreement is signed and directly affect the implementation by the Parties of their obligations.

5.2. For the purpose of this Agreement, events of compelling force shall be taken to mean fire, flood, earthquake and other acts of God, epidemics, hostilities and regulatory directives of government bodies binding on at least one of the Parties.

5.3. Notes issued by government bodies shall serve as sufficient proof of force majeure events.

5.4. If force majeure events cease, the Parties shall continue their relationships under this Agreement



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unless the relationships were materially or otherwise damaged, which damage makes it impossible to fulfil the Agreement.

### 6. Settlement of Disputes

6.1. In the event of any disputes arising between the Parties during the performance of this Agreement, the Parties shall make all efforts to resolve them through negotiations and, if no agreement is reached, the disputes shall be referred to the International Economic and Trade Arbitration Commission in the manner prescribed by law.

### 7. Other Conditions

7.1. The Parties shall be governed by the laws of the government of China in all matters not provided for in this Agreement.

7.2 The Parties undertake to inform each other immediately of all difficulties that may prevent individual provisions of this Agreement from being fulfilled so that they can agree upon and take necessary measures.

7.3. All commercial, designing and technical documents transferred by the Customer to the Contractor or drawn up by the Contractor in consultation with the Customer which are required for the implementation of work and services under this Agreement constitute an Annex to it. Any changes to those documents may be made only by the Parties' mutual consent.

7.4. The Customer shall have the right to place its advertisements on the surface of the stand provided that it removes the advertisements when the exhibition is over without damaging the exhibition equipment.

7.5. In the event that the stand as a whole or any part of it are damaged or lost during the work of the exhibition, the Customer shall pay the Contractor a penalty equal to the full cost of the damaged or lost equipment.

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## 8. Addresses and Bank Details of the Parties

### CUSTOMER

#### SE Lithuanian Agricultural and Food Market Regulation Agency

L. Stuokos – Gucevičiaus str. 9 – 12,  
LT-01122 Vilnius, Lithuania  
Company code: 110073873  
VAT code: LT100738716  
AB SEB bank  
A/s LT677044060000477975  
Bank code 70440  
Phone: (8-5) 268 5050  
Fax: (8-5) 268 5061

### CONTRACTOR

#### BALANCE INTERNATIONAL CO.,LTD

8 standard road London United Kingdom NM10  
6EU  
BANK OF CYPRUS PUBLIC COMPANY LTD  
SWIFT: BCYPCY2N  
Bank Address: 51 Stassinos Street, Ayia Paraskevi,  
P.O. Box 21472, CY1599 Nicosia, Cyprus  
USD IBAN : CY48002001950000357028373517  
EURO IBAN : CY82002001950000357028373487  
Tel:+86-021-55087872  
Fax:+86-021-55087870

## 9. Signatures of the Parties

### CUSTOMER

General Deputy Director



### CONTRACTOR

Sales Manager

Kai Huang

