

**CONTRACT  
# 2017-LSC-1**

Batsfjord, Norway

December 27, 2017

**SIA NORTH STAR LTD.**, a Company registered in Miera iela 87a-13, Riga, LATVIA, (hereinafter "**the Seller**") represented by **Director Peteris Pildegovics** on the one part,

**Seagourmet Norway AS**, a Company registered in Strandvegen, 17, Batsfjord, Norway represented by **Chairmen Alexander Danilenko** (hereinafter "**the Buyer**"), on the other part,

have concluded the present Agreement, (hereinafter "**the Contract**") as provided herein below: |

**1. SUBJECT OF THE CONTRACT**

- 1.1 The **Seller** shall sell and the **Buyer** shall buy the consignments of **Live Snow Crab**, hereinafter referred to as "**the Goods**", supplied by the present **Contract** and according to the present **Contract**.
- 1.2 The **Buyer** shall also facilitate transportation of the consigned **Goods** in the best interests of the **Seller** and **Buyer**.

**2. QUANTITY, QUALITY OF THE GOODS AND TERMS OF SHIPMENT.**

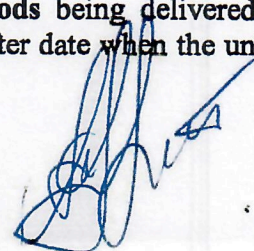
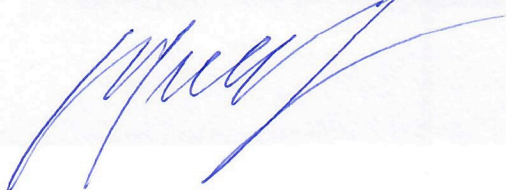
- 2.1 The **Goods** should delivered to the factory premises in Batsfjord on at least once per week bases, at the volumes not less that 35t of live snow crab per delivery. Each delivery will be recorded and confirmed with a SLUTTSEDEDEL that has to be signed by the representative of the **Buyer** and the captain of the vessel of the **Seller**.
- 2.2 Quality – "ocean run", different sizes, different weights. The **Goods** sold under the present **Contract** are to be confirmed by the producer as legal and has to be supported with a respective Catch Certificate per each delivery issued by the flag state of the **Seller**.
- 2.3 Terms of delivery: at least once per week, at least 35t per delivery; but not more than 3 times per week, max 100t per week. The date of the delivery will be the date of SLUTTSEDEDEL issued by the **Buyer**.
- 2.4 Transportation time from the fishing grounds shall not exceed 24 hours. If exceeded, the increased mortality of the **Goods** shall become the **Seller's** financial liability.
- 2.6 The **Buyer** is encouraged to, but not obliged to, inspect the storing process and conditions of the **Goods** at sea, and to check the quality of the **Goods** before the delivery.

**3. PRICES AND THE TOTAL VALUE OF THE CONTRACT**

- 3.1 The prices of the **Goods** will be specified within the Addenda to the **Contract**.

**4. TERMS OF PAYMENT**

- 4.1 **Buyer** shall make 100% payment for the shipment of **Goods** being delivered by bank remittance to account of **Seller** within five (5) banking day after date when the unloading is finished and the SLUTTSEDEEL is generated.





## 5. PACKING, MARKING AND DOCUMENTATION

5.1 Packing – no special packaging is required, unless the Seller is not capable to provide the vessels with RSW (refrigerated sea water) systems, thus providing the chilled sea water to tanks where the crabs are stored while fishing and during the journey back to the port from the fishing grounds. The Seller bears financial liability in case the Goods are.

5.2 It is the Buyer's responsibility to facilitate customs clearance if any and if required. In case the Goods cannot be immediately cleared due to Customs delay, detention or quarantine that causes damage to the Goods, the Seller does not bear any financial liability for the losses incurred.

## 6. FORCE-MAJEURE

6.1 In the event of any circumstances preventing the Parties from fulfilling their obligations hereunder wholly or in part, namely: flood, fire, earthquake and other Acts of God, war and hostilities, blockade, embargo, export/import ban, and other circumstances beyond the Parties' control, the term of the contract shall be extended proportionately to the period during which such Circumstances will be active.

6.2 The Party, which was prevented from fulfilling its obligations hereunder shall notify forthwith the other Party of commencement and termination of circumstances preventing to their fulfillment.

6.3 A certificate issued by the Chamber of Commerce and Industry of the country in which force-majeure circumstances took place, and an attestation issued by competent authorities shall by sufficient evidence of the presence and continuation of such circumstances.

6.4 The aforesaid force-majeure provisions shall not apply to the Goods shipped/delivered.

## 7. DISPUTES AND GOVERNING LAW

7.1 All disputes and controversies arising out in the course of execution hereof shall be settled amicably. All disputes, controversies or claims arising out of or in relation to this Contract which cannot be settled amicably, including its performance, violation, termination or validity, shall exclusively be settled in accordance with Latvian Legislation in Courts of Latvia.

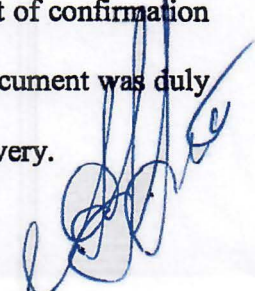
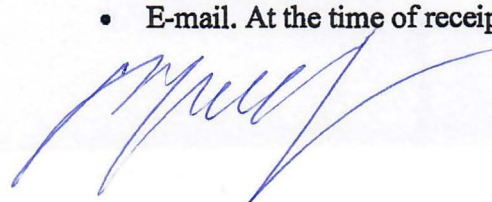
7.2 This Contract shall be performed and governed in the accordance with the Latvian Law.

7.3 The language of the case arbitration will be English.

## 8. NOTICES

8.1 All notices or other communications in relation to this Contract shall be in writing as in either case described below and shall be deemed received within the following terms:

- Messenger, One banking day (in the country of receipt) upon receipt of confirmation of the delivery by messenger mail service.
- Fax. When the fax machine prints the report paper saying that the document was duly sent to the receiver.
- E-mail. At the time of receipt by the sender of a confirmation of delivery.





## **9. TAXES AND FEES**

9.1 All export and import customs fees if any, and other related expenses, are to be settled by the **Buyer**.

9.2 Any changes of prices for the Goods related to changes in taxes, fees, and assortment of the **Goods** shall be agreed between the **Seller** and **Buyer** in writing.

## **10. MISCELLANIOUS**

10.1 Neither Party shall transfer its rights and liabilities hereunder, save for its legal assignees, third Parties, without a written consent from the other Party.

10.2. No amendments, additions and enclosures hereto shall be valid and make an integral part hereof unless made in writing and signed by both parties.

10.4. The provisions of this Contract are confidential and may not be disclosed or communicated to any parties other than the Parties hereto.

10.5. This Contract is executed in English on 2 pages, in two originals, one for the **Seller**, and one for the **Buyer**, being equally valid.

10.6. Upon signature of this Contract all previous negotiations and correspondence between the parties in relation to this Contract shall be void and invalid.

10.7. The present **Contract** comes into force from the date of its signing by the parties and valid till 31.12.2018 and as for the payments - till they are fully settled.

10.8 Addendum No1 to the present Contract is in force and is attached to this contract.

## **11. PARTIES**

### **SELLER**

**SIA NORTH STAR LTD.**

Miera iela 87a-13, Riga, LATVIA

Reg. Nr. (VAT) LV 40103765463

**Director**

**Peteris Pildegovics**

### **BUYER**

**Seagourmet Norway AS**

Strandvegen, 17, Batsfjord, Norway

Org. 994 551 167 MVA

**Chairman**

**Alexander Danilenko**



**Addendum No 1:**

**Dated 29.12.2016 to the Contract No 2016-LSC- 01 dated 29.12.2016**

1. Description of goods: Snow Crab live, meat content of at least 80%.
2. Latin name: Chionoecetes opilio
3. Storage in the tanks with oxygen supply and refrigerated sea water 0.5-1.5 C.
4. Allowed Goods mortality is 5%. If exceeded, the increased mortality of the Goods shall become the Seller's financial liability.
5. The Goods are graded and sold to the Buyer as follows, price is agreed as fixed for all grades:
  - i) w/o 1 or 2 legs - 12 EUR/kg - not exceeding 3-5% of volume
  - ii) < 350 gr - 12 EUR/kg - not exceeding 3-5% of volume
  - iii) 350 – 500 gr - 12 EUR/kg - not exceeding 70% of volume
  - iv) 500 – 800 gr - 12 EUR/kg - not less than 20% of volume
  - v) > 800 gr. - 12 EUR/kg - not less than 15% of volume
7. Quality: Production of SIA NORTH STAR LTD.
8. Terms of delivery: at least once per week, at least 35t per delivery; but not more than 3 deliveries per week; max 100t per week.
9. Place of delivery: SEAGOURTMET NORWAY factory, Batsfjord F101.
10. Weight – the live weight of the delivered crabs will be taken as a base for calculation, the dead crab of not more 5 % are included.
11. Date of delivery: will be advised each time and per each vessel separately at least 24 hours before the vessel will enter the port of Batsfjord.

**SELLER**

  
\_\_\_\_\_  
**Peteris Pildegovics**

**BUYER**

  
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**Alexander Danilenko**