

Annex 1

Agreement for purchase and delivery of canned Mackerel

between

PRAKTISK SOLIDARITET (Buyer)

Reg.no: 857205-8694

Address: Vretensborgsvägen 6. 126 30 Hägersten SWEDEN

Phone: +46 (0)768714765

E-mail: info@praktisksolidaritet.se

and

Company (Seller)

Reg.no:

Address:.....

Phone:.....

E-mail:.....

1. Background and purpose.

The buyer is a Swedish Non Governmental Organization running a project to assist about 125 000 refugees from Western Sahara living in the desert outside Tindouf in southern Algeria. Since 2006 the assistance has consisted of canned fish for distribution to the refugees. The project is financed by the Swedish authority Swedish International Development Cooperation Agency. The Buyer's partner in the project is the Algerian Red Crescent (CRA) and the Saharawi Red Crescent (CRS).

To ensure the purchase and delivery of canned mackerel in the project, the Seller and the Buyer have entered into this Agreement.

2. Content and hierarchy

This Agreement includes this document and the following Annexes:

- 1) Product specification.
- 2) Label specification (with correct nutritional information).
- 3) Praktisk Solidaritets Supplier Code of Conduct signed by the producer.
- 4) PS Anti-corruption Policy.

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If there should be inconsistencies between the above documents, the terms of this document is applied before the annexes in the order given.

3. The producer's quality certification

Producer of the product must hold certification BRC, ISO 22000 or similar certification for the product.

4. Scope of delivery

The Seller will deliver to the Buyer in total ,cans of mackerel 425 g (Dry weight.....) here below called "goods".

- Goods must be in accordance with the provisions of **Annex1**.
- The fish must be of the same quality and same taste and composition as the Seller has supplied as samples to the Buyer.
- The cans must be with standard caps, (NOT "Easy Open").
- The cans must bear the label according to the specification in **Annex 2**.
- The goods will be delivered in lots of 3-6 containers per month.
- The last consignment shall arrive to Oran before May 2017. The goods must be packed in cartons and shipped in 20`containers.

5. Delivery.

The containers will be delivered to Oran as follows:

(According to agreement)

- Jan.....
- Feb.....
- Mar.....
- Apr.....

6. Terms.

The goods shall be delivered according to INCO terms 2000: CIF Oran.

The Maritime Containers should be at the Buyers disposal without cost up to 20 days after the containers have been released from the ship in Oran.

7. Price.

The price per container with cans is USD..... CIF Oran.

(Price per can is USD.....)

The price is fixed.

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8. Payment and Security

Payment shall be made for of each partial delivered consignment.

(Terms of payment can be Letter of credit or according to agreement).....

9. Provision of documents

Seller shall provide the buyer with the following documents.

- | | |
|--------------------------------|--------------------------|
| a) Bill of Lading | 1 original and 3 copies |
| b) Certificate of Origin | 1 original and 2 copies. |
| c) Sanitary Certificate | 1 original and 2 copies. |
| d) Phytosanitary Certificate | 1 original and 2 copies. |
| e) Bacteriological Certificate | 1 original and 2 copies. |
| f) List of content | 1 original and 2 copies. |

The documents must be sent by courier to:

Cellule CRA/CRS
N° 1773 BLD de la Plage
Paradis Plage Akid Abas
Ain Turk - Oran
Algeria

The documents shall be received by the CRA/CRS not later than one week before the arrival of the goods to Oran.

Copies of these documents, together with information about expected time of arrival (ETA) at Oran, shall be sent by e-mail to the Buyer when the goods leave the country of origin.

10. Rescission

The buyer has the right to terminate this agreement if the seller is guilty of breach of contract.

11. Inspection

The Buyer or his representative has the right to inspect the production of goods on the Seller's premises and at any other location where production takes place. The Buyer has the right to the inspection results of an external consultant or to be represented by an independent representative.

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Seller will participate in the inspection and provide the buyer the information requested. Each party shall bear its own costs in connection with the inspection.

Buyer's inspection does not affect the Seller's liability for defects in the goods.

12. Delay of delivery

The Seller is aware of the importance of that the goods are delivered on time.

The buyer accepts that goods are delivered up to two weeks earlier than specified ETA.

ETA for each shipment shall be specified in this contract, and may be amended if both partners agree, and the change confirmed in writing between the parties.

If a delivery of goods is delayed due to causes not attributable to the Buyer, the Buyer is entitled to delay penalty for each full week of delay as follow:

- First & second week of delay: 0.5% of the overdue container contract value.
- Third - fifth week of delay: 1.0% of the overdue container contract value.
- Compensation is paid for a maximum of 5 weeks of delay.

If the seller finds that he cannot deliver on time, or if a delay on his part seems likely, he shall without delay notify in writings the buyer, stating the reason for the delay and the time when delivery can be expected.

13. Liability for defects

The Seller guarantees that the goods are in accordance with this Agreement.

The buyer is otherwise entitled to compensation or a price reduction corresponding to the defect or deficiency.

14. Complaints

Complaints of defects shall be made within thirty (30) days after discovery of the defect by the Buyer and the Buyer has realized its nature and its importance.

Buyer's right to claim because of factual errors cease three (3) months after delivery.

Notwithstanding the provisions above, the buyer may claim that the goods are faulty if the Seller has acted with negligence or in breach of good faith.

15. Force majeure

Party is exempt from penalty for failure to perform certain obligations under this Agreement, if such failure is due to circumstance which:

- a) is outside the party's control
- b) could not be foreseen when the contract was concluded and prevents the fulfillment thereof

As soon as the obstacle ceases the obligations shall be fulfilled as agreed. The following shall be deemed as liberating circumstance: War, acts of war, government action or omission, new or amended laws, currency restrictions, labor disputes and similar circumstances.

Party wishing relief under the first paragraph above shall promptly notify the other Party.

16. Limitation of Liability

Neither party is responsible for indirect losses that may be suffered by the other party. The concept of indirect loss shall hereby have the meaning given in the Swedish Sale of Goods Act. The limitation of liability does not apply if a party is guilty of severe negligence.

17. Messages

Complaints and other notifications shall be deemed to have been received:

- If delivered by courier: At the handover.
- If sent by registered letter: 7 days after the delivery of mail.
- If sent by e-mail: On sending if receipt is duly confirmed.

Changes of address must be notified in the manner prescribed in this provision.

18. Changes

Changes and additions to this agreement shall be made in writing and signed by the parties in order to be binding.

19. Validation

This Agreement with its Annexes constitutes the parties' entire agreement on all matters affecting the agreement. Have certain issues not been specifically regulated in this Agreement, that question must be resolved in accordance with the principles on which the Agreement is based.

Any written or verbal commitments and pledges prior to the Agreement are replaced by the contents of this Agreement and its Annexes.

20. Severability.

Should any provision of the agreement or part thereof be found invalid, this does not mean that the entire agreement is without legal force.

21. Governing Law

On this Agreement the following law shall apply in the order given

- 1) The Swedish Sale of Goods Act (Köplagen 1990: 931)
- 2) Other Swedish law

22. Arbitration

Disputes arising from this Agreement shall be finally settled according to the Rules for Simplified Arbitration by the Stockholm Chamber of Commerce.

This agreement has two (2) original prepared and exchanged between the Parties.

Buyer

Seller

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