

DELIVERY CONTRACT – MEAL AND OIL RAW MATERIAL

Fisherman: (Ship owners)
(oppgjørsmottaker)

Vessel: Reg.mrk.:

Buyer:Receiving plant.....

Type of fish..... Price/kg.....

Quantum Contract period (min 2 months):

Date for minimum price set:.....

In this contract there will be regulations for quality : YES.... NO.....

The vessels total quota for this type of fish this year is:

Remaining quota for this vessel at the time of signing this contract is:

The undersigned's are aware of the following:

1. Delivery can not take place before Norges Sildesalgslag has approved the delivery contract. Application around approval of the contract will be handled within 7 days after it is received of Norges Sildesalgslag.
2. The contract has to be valid for at least 2 month. In this period it is not allowed to sign new contracts for the same type of fish between the same contract partners. In connection to the turn of the year (new quota year) it will be accepted new contracts even if it is less than two month since the former contract the previous year was signed.
3. In the contract period/till the contract quantum are delivered, the vessel as a main rule can not deliver any catch of this fish type to other buyers than those mentioned in the contract. Norges Sildesalgslag can nevertheless as a result of an application exempt from sale of the catch on the auction in the contract period. Application is to be send and be granted before any catch are taken. Force majeure and other serious extraordinary cases will the sales direction grant exemption to take the catch into the auction without previous application. It is accepted up to two buyers together in one contract.
4. The delivery contract is to retreat for any possibly regulations of fishery about conducting, trip quotas, temporary fishing ban or any other decisions made in consideration of the disposal. It is also shown to the letter to the department of Fisheries and Costal affaires from Mars 18. 2005 about practising of conducting and regulations.

5. All catches are to be registrated to Norges Sildesalgslag in ordinary way when the vessel leaves the fishing ground for discharging.
6. The principle about discharging-turn after arrival plant is valid unabridged, also for vessels in the contract period. This means that vessels within a contract period will not discharge before other vessels without a contract, if the contract plant also has bought catches from the auction.
7. Norges Sildesalgslag invoices and settles the vessels in ordinary way. It is not allowed to pay the vessels directly from the plant, or any type of back paying afterwards from the vessel to the plant. This is valid as well as cash as in products or services. Possibly advance on the payment must only be paid in agreement with Norges Sildesalgslag. On enquiry from Norges Sildesalgslag do the vessel or/and the plant show accountant certified declaration to there has not been any financial transactions between the contract parts who can be bundled to payment for delivered/bought catch.
8. The guarantee rules of Norges Sildesalgslag are to be in force unabridged. This means that deliveries can be cancelled if the buyer don't have sufficient guarantee. The parts of the contract have a reciprocal responsibility to look after that fishing and delivering is planed in accordance to the buyer's credit balance. If the vessel gets a catch and the buyer don't have a sufficient guaranty of payment the contract is to be considered to be broken and the remaining quota to the vessel is to be sold in the ordinary auction market.
9. The agreed prices have legal effect for both part of the contract in minimum two month from starting time of the contract, however such as they always are at least on the level of minimum prices. Minimum period on two month is also valid for possible renegotiated contract prices. Catches delivered on a contract are to be treated on the same way as any other catches sold in the auction on the behave of complaints.
10. Every other business and sales rules are to be valid unabridged.
11. If there come to existence any break on, or the conditions for the contract is not complied with, can the validity of this contract at any time be withdrawn. Alterations in this contract are not valid until Norges Sildesalgslag has approved them.
12. A possible dispute between the contract parts in cause of the contract is to be broken is Norges Sildesalgslag irrelevant if anything else is not stated in the business rules of Norges Sildesalgslag and on the behalf of those.

Place:

Date:

Fisher

Buyer

Approved of **Norges Sildesalgslag**

...../.....-2013

For NSS

Phone: 55 54 95 00
Fax.: 55 54 95 55
Phone/ fax salesdep.: 55 54 95 50 / 65
E-mail

sildelaget@sildelaget.no