

Circular

Number : 25/09
Subject : **GUIDELINES FOR CONTRACTS OF DELIVERY FOR CONSUMPTION PURPOSES**
To : **Buyers and fishing vessels dealing with mackerel, North Sea herring and Norwegian Spring Spawning herring for consumption purposes**
Place : **Bergen**
Date : **05.08.2009**

The species and the periods embraced by contracts of delivery for consumption purposes through Norges Sildesalgslag are presented below:

MACKEREL

For the periods from January 1st to March 31st and from October 1st to December 31st, buyers and fishermen are allowed to enter into contracts of delivery. A contract with reference to the first period has to be transmitted to Norges Sildesalgslag within January 15th and for the second period within November 1st to be approved.

NORTH SEA HERRING

For the period from August 1st to November 30th, buyers and fishermen are allowed to enter into contracts of delivery. A contract has to be transmitted to Norges Sildesalgslag within September 1st to be approved.

NORWEGIAN SPRING SPAWNING HERRING

For the period from April 1st to August 31st, buyers and fishermen are allowed to enter into contracts of delivery.

Furthermore, the following general conditions apply:

1. Minimum period of a contract is one month. A contract is mutual binding for the parties.
2. The contract shall contain agreed price for a minimum period of one month, and in addition any rules regarding adjustments of the price.
3. A vessel can only deliver to the buyer (buyers) it has a contract with. It is possible for two buyers to enter into a contract with one vessel. Vessels with a contract of delivery, are not in a position to sell at the auction. But, in special cases exceptions can be made by Norges Sildesalgslag.

4. The contract of delivery has to be transmitted to Norges Sildesalgslag at least 5 days before the first landing takes place.
5. The Parties are mutual responsible to observe that fishing and deliveries following contract are planed in accordance with the buyer's state of credit. In the event of a vessel getting a catch when the buyers do not possess sufficient payment guarantee, the contract is regarded broken and the vessel's remaining quota must be sold through the ordinary auctions. The Parties are themselves responsible for clearing/settling any claims following such breach of contract.
6. It is hereby expressly emphasised that all first hand prices noted at the contract receipt are the last and final price unless differently stated in the Business Rules or the Sales Regulations.
7. The permission to enter into contracts applies to Norwegian vessels/buyers as well as vessels/buyers from other countries.

Enclosed you will find a formula regarding contract of delivery (both English and Norwegian version).

Kindly regards
NORGES SILDESALGSLAG

Knut Torgnes

Roald Oen

APPLICATION TO NORGES SILDESALGSLAG (NSS)
(NORWEGIAN FISHERMENS SALES ORGANISATION FOR PELAGIC FISH)

FOR APPROVAL OF FIRM CONTRACT OF DELIVERY

Fisherman (ship owner - receiver of payment)

Vessel

Reg.no./sign

.....

Reg.no./sign

.....

Reg.no./sign

Buyer

Fish species

Quantity

Contract period

Price per kilo per assortment

Agreed price adjustment according to contract

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Vessel's total quota this year related to the actual species

Remaining part of vessel's quota upon entering the contract

The undersigning parties of this application recognize as follows :

1. Delivery according to the contract cannot take place before Norges Sildesalgslag (NSS) has approved this contract of delivery.
2. The provisions of the contract shall be second to possible decisions made by NSS in respect of directing vessels, turnquotas, provisionals catchstop or any other decision made due to receiving constraints.
3. All catches are to be reported to NSS in proper and usual manner when the vessel leaves the fishing ground to unload.
4. The principle of getting turn for unloading following time of arrival at delivery port, shall apply as normal also for vessels making delivery according to firm contract. This means that any vessel delivering according to such agreement, has no right to deliver prior to any other vessel basing her delivery on auction at the same spot, unless arriving earlier.

5. NSS will take care of invoicing and due payment as normal. It is not allowed to pay directly to the fisherman. Any possible advance payment can only be paid when prior agreed by NSS.
6. The guarantee clause operated by NSS is valid as normal. This means that any delivery can be stopped if the guarantee is not considered appropriate. In order to enable NSS to control the guarantee arrangement and charge the buyer correctly, NSS has to be notified on the contract price.
7. Contract prices are not binding if minimum prices set by NSS are raised above contract prices during the season. Contract prices shall not be lower than applicable minimum prices at any time.
8. All other rules and regulations set by NSS shall apply as normal.
9. In case of breach of the contract or any provisions under it not being properly kept, approval of this contract can be withdrawn at any time.
Alterations or adjustments made to the contract are not valid unless approved by NSS.

Site

Date

.....
Fisherman

.....
Buyer

Approved by Norges Sildesalgslag

...../.....

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Phone / fax sales dept.: +47 55 54 95 50 / 65
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SØKNAD TIL NORGES SILDESALGSLAG OM GODKJENNING AV DIREKTE LEVERINGSAVTALE

FISKER: (rederi – oppgjørsmottaker)

Fartøy: Reg.mrk.:

Kjøper:

Fiskeslag

Kvantum:

Avtaleperiode:

Pris pr kg pr sortiment:

Avtalte reguleringsklausuler for pris:

Fartøyets totalkvote for angjeldende fiskeslag inneværende år:

Restkvote ved kontraktsinngåelsestidspunkt:

Undertegnede er innforstått med følgende:

1. Levering kan ikke finne sted før Norges Sildesalgslag har godkjent denne leveringsavtale.
2. Leveringsavtalen skal stå tilbake for eventuelle reguleringsvedtak om dirigering, turkvoter, midlertidige fangstforbud eller andre bestemmelser vedtatt av hensyn til avtaket.
3. Alle fangster skal innmeldes laget på vanlig måte i det fartøyet forlater feltet for å gå og losse.
4. Prinsippet om lossetørn etter ankomst anlegg skal gjelde uavkortet, også for fartøyer som leverer på direkte leveringsavtale. Dette betyr at fartøy som leverer på slik avtale ikke vil gå foran ved lossing, dersom det ved samme anlegg også skal leveres fangster kjøpt på auksjon.
5. Laget fakturerer og avregner fartøyene på vanlig måte. Det er ikke tillatt med direkte oppgjør til fisker. Eventuelt forskudd må bare utbetales etter forhåndsavtale med laget.
6. Lagets garantibestemmelser gjelder uavkortet. Dette innebærer at leveranser kan bli stoppet dersom det ikke er tilstrekkelig garanti. For å kunne følge opp lagets

garantibestemmelser og legge inn en korrekt belastning på kjøper, må laget ha oppgitt avtalt pris.

7. Avtalte priser skal ikke være bindende dersom det i løpet av sesongen skulle bli fastsatt høyere minstepriser. Prisene skal til enhver tid ikke underskride gjeldende minstepriser.
8. Alle øvrige forretningsregler og omsetningsbestemmelser gjelder uavkortet.
9. Dersom det oppstår brudd på, eller forutsetningene for avtalen ikke overholdes, kan godkjenning av denne avtale når som helst trekkes tilbake. Endringer av avtalen er ikke gyldig før de er godkjent av Norges Sildesalgslag.

Sted:

Dato:

Fisker

Kjøper

Godkjent av **Norges Sildesalgslag**

...../.....

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