

CONTRACT SALE

In _____ (Place signature) today on the
_____ (Date of signature) between the following parties:

The company with the name _____,
having its registered office in _____
(location, address, number) legally represented by Ms/ Mr
_____ hereinafter referred to as «the
Seller» and

The company with the name _____,
having its registered office in _____
(location, address, number), legally represented by Ms/ Mr
_____, hereinafter referred to as «the
Highest Bidder».

Taking into account:

- 1) The provisions of the General Regulation of Electronic Auction (hereinafter referred to as «the Regulation»), which is uploaded to the e-auction market platform for agri-food products www.e-auctionmarket.eu.
- 2) The provisions of the Special Regulation of Products included in the category “_____”, which is uploaded to the e-auction market platform for agri-food products www.e-auctionmarket.eu.
- 3) The Auction with number _____ for the sale/ purchase of _____ via the e-auction market platform for agri-food products www.e-auctionmarket.eu.
- 4) The bid of the Highest Bidder with number _____, (hereinafter referred to as «the Bid»), which was submitted in the context of the abovementioned Auction.
- 5) The act of adjudication in auction, sent via the e-mail dated _____ and timed _____ to the Highest Bidder and

the Seller (hereinafter referred to as «the Confirmation»), confirming the adjudication of total or part of the auctioned products to the Highest Bidder and reporting extensively the total amount due for the acquisition of the auctioned products.

the following were agreed, stipulated and mutually accepted:

ARTICLE 1

Object and purpose of the Contract

1. The contracting party was announced as the Highest Bidder for a total of _____ (kilos/ tones) (hereinafter referred to as «the Quantity»), after the conduction of the Auction dated _____ via the e-auction market platform for agri-food products www.e-auctionmarket.eu for the purchase/ sale of _____ (hereinafter referred to as the "Auctioned Products").
2. Under the act of Confirmation, which was expressly stipulated that constitutes an integral part of the contract, the aforesaid Quantity of the Auctioned Products was awarded to the contracting party.
3. In view of the above, the parties agree, stipulate and mutually accept the execution of the already concluded contract and the procurement of the Quantity of the Auctioned Products, under the special terms and conditions set out in this private contract with probatory force.

ARTICLE 2

Delivery/ Transport

1. Within ten (10) days from the day of the receipt of the Confirmation the Seller is obliged to deliver the Quantity of the Auctioned Products to a carrier indicated by The Highest Bidder. At the time of delivery of the Quantity at the premises of the carrier, the carrier will sign the Certificate of Delivery and Acceptance, a template of which is attached on the last page of this Contract (Template 1).

2. By the lapse of time inactively, the Seller runs in default and is forfeited of the right to dispose the Quantity of the Auctioned Products.

ARTICLE 3

Toll/ Payment

1. The total price for the procurement of the Quantity of the Auctioned Products procured to the Highest Bidder, it is agreed to the total amount of _____ euro (_____ €) plus V.A.T.
2. The Highest Bidder shall within five (5) days from the date of receipt of the Quantity of the Auctioned Products to pay the above total amount, according to the Article 14 of the Regulation.
3. By the lapse of time inactively, the Highest Bidder runs in default, while the Seller reserves the right to demand compensation for any damage suffered as a result of default by the Highest Bidder.
4. The Seller shall be obliged to send to the Highest Bidder the relevant invoices within five (5) days.

ARTICLE 4

Default

1. In the event where the Highest Bidder runs in default, according to the provision of the Article 3, paragraph 3 of the present, it is expressly agreed that is imposed to him the penalty clause, set at the percentage 25% of the value of the Auctioned Products before V.A.T, awarded to the Highest Bidder. Without prejudice of Seller's every legal right to claim restitution for any further liquidated and expected damages he underwent due to non-fulfillment of Highest Bidder's financial obligations. The above penalty clause shall be paid by the Highest Bidder to the Seller within thirty (3) days.
2. In the event where the Seller runs in default, according to the provision of the Article 2, paragraph 1 of the present, the Highest Bidder shall be entitled to

claim restitution for any liquidated and expected damages he underwent due to non-fulfillment of Seller's prompt delivery obligation .

ARTICLE 5

Guarantees

1. The Seller guarantees that the Quantity of the Auctioned Products offered is of the highest quality and meets, indicatively and not restrictively, all the conditions and requirements of the operative Food and Drink Code, the provisions of the operative veterinary, sanitary and market regulations, issued by the Ministry of Rural Development, other State Agencies and the Special Regulations of Products.
2. The Seller guarantees that the Quantity offered, has the properties and characteristics which provided by the aforesaid provisions and additionally guarantees that the Quantity meets the Technical Requirements.
3. The Seller guarantees that the Quantity offered does not bring any actual or/ and legal defects, does not violate the fair trade practices and that the possession and trading are not illegal.
4. Finally, the Seller guarantees that the country of origin/ production of the offered Quantity, as well as the method of production, preparation and/or processing is the indicating to the Auction with the no. _____

ARTICLE 6

Defective products, lack of agreed properties and breach of guarantees

1. In the event that the Quantity of the Auctioned Products received by the Highest Bidder is, in total or in part, defective or altered or lacks of any agreed properties or is opposed to the guarantees according to the provision of the Article 5 of this contract, the Highest Bidder shall be entitled to claim, without any further encumbrance, and the Seller shall be obliged respectively to proceed to the replacement of the quantity of the products, bringing these features.

2. Any part or the total amount of the Quantity of the Auctioned Products shall be deemed to be defective or altered or to lack of any agreed properties or is opposed to the guarantees according to the provision of the Article 5 of this present contract at the time of delivery to the premises of the Highest Bidder, if only an expert, who shall be appointed by the Seller, attend and certify in writing at the premises of the Highest Bidder, their defectiveness, lack of agreed properties of products or their opposition to guarantees according to the provision of the Article 5 of this Contract.
3. It should be noted that the expenses of the remuneration of the expert shall be undertaken by the Seller and the Highest Bidder equally.
4. The attendance of the expert appointed from the Seller at the premises of the Highest Bidder shall be carried out within five (5) days from the relevant by any means notice of the Seller. The lapse of the aforesaid time inactively, shall be constituted irreputable consumption of defectiveness, alteration, lack of agreed properties and contrast with the guarantees according to the provision of the Article 5 of the present Contract, therefore the Seller must provide the replacement of the disputed quantity.
5. As soon as the defectiveness, alteration, lack of any agreed properties or contrast with the guarantees is verified or presumed as irreputable according to the provision of the Article 5, the Seller shall be obliged to carry out the replacement of the Quantity bringing these characteristics within thirty (30) calendar days after the issuance of the written certificate of the expert or after the lapse of the time laid down in paragraph 3 of this Article.
6. In both cases described above, the cost of shipping of the new quantity of products from the Seller at the premises of the Highest Bidder shall be undertaken solely by the Seller, and the selection of the Carrier is at the discretion of the Seller.
7. If a health problem caused from the consumption of Quantity's individual items to one or more consumers, the Seller shall be obliged to undertake all the expenses of the damage restoration against the Highest Bidder, caused by the inappropriate piece/s. In the case where any administrative fine shall be

imposed simultaneously against the Highest Bidder, in his capacity as the reseller of the Quantity of Auctioned Products, the Seller is obliged to pay exclusively the imposed fine of the Highest Bidder, without prejudice of his legal right to claim restitution for any liquidated and expected damages he underwent due to this cause, namely indicatively and not restrictively defamation.

ARTICLE 7

Complaint

1. In the event where one of the parties might breach any obligation referred to the provisions of the present contract, which are all essential, the non-liable contracting party shall be entitled to terminate the present contract without any penalty at any time with no compliance with any time limit and also to claim full reinstatement for any liquidated and expected damages he underwent due to this complaint.

ARTICLE 8

Confidentiality

1. The present contract and its Appendix, as well as the information/ figures devolved to contracting parties' knowledge during the execution of the present contract and the fulfilment of the individual obligations, constitute confidential information (hereinafter referred to as «the Confidential Information»).
2. The contracting parties may use the Confidential Information exclusively and solely for the execution of contract's provisions and may notify them only to their proxies for their access and the well-run of the present contract, in the course of their business activity. The contracting parties shall be obliged to take all necessary measures to ensure that their proxies may respect the essential confidentiality. The contracting parties are exclusively liable for their proxies' acts or omissions. Each Party declares that it will not proceed to any reproduction of the Confidential Information, without the prior written consent of the other party, except for the execution of the contract. In any case, each contracting party shall be obliged to comply with absolute discretion

regarding the Confidential Information provided and should not disclose them, directly or indirectly, intentionally or unintentionally, orally or in writing form or in any other manner to any third party (other than the proxies), without the prior written consent of the other party throughout the entire period of this contract and for a period of at least two (2) years from the expiry or termination of the contract for any reason.

ARTICLE 9

Force majeure

1. The contracting parties are not responsible for the non-fulfillment or insufficient performance of any of their contractual obligations due to incidents of force majeure. As incidents of force majeure shall be considered all incidents which may take place during the period of validity of the present contract and may affect its execution and which may be impossible to predict or prevent. In this case, each party shall promptly notify the other contracting party for the incurring of a force majeure incident and shall take necessary measures in order to minimize the effects of the fact.
2. As incidents of force majeure may be referred indicatively and not restrictively incidents as act of God, floods, fire, strikes etc.

ARTICLE 10

Governing Law/ Arbitration/ Jurisdiction

1. The present contract shall be governed and interpreted by relevant provisions of Greek Law. For the resolution of any dispute arising regarding the contract or the execution of the provisions of the present the parties may resort to arbitration before the Organisation of Arbitration and Mediation of the Greek-German Chamber (O.D.D.E.E.), since it cannot be resolved through consultation.
2. In particular, the contracting party who is interested to resort to the Arbitration should address a request to the President of the O.D.D.E.E., where may indicating the written agreement between the parties for the inclusion of

the dispute arisen to the Arbitration of O.D.D.E.E. and in particular the Regulation, the names of the parties or companies, the registered office, the address, a brief citation of facts, the description of the dispute to be resolved, the value of the subject-matter of the dispute and the designation of an arbitrator from the list arbitrators drawn up from the O.D.D.E.E.

3. In any case, if one of the parties does not desire to resort before the O.D.D.E.E. for the settlement of the dispute arising regarding the execution or the interpretation of Regulation's provisions, then the courts of Kilgis should be exclusively competent for the resolution of any dispute arising due to the present or other executory contract of the Regulation.

ARTICLE 11

General provisions

1. This contract constitutes the full agreement between the parties relating to the subject-matter and supersedes all previous agreements and understandings between them and may be amended only by a document signed by the authorized representatives of the parties.
2. The terms of this contract may be amended only by written agreement of the Contracting Parties.
3. No contracting party shall be entitled to subrogate, to transfer or assign, in total or in part, the rights and obligations arising from this contract, only after the prior express written consent of the other party.
4. The non-exercise or the partial exercise of a party's right cannot be regarded as a waiver of this right, nor does exclude its exercise in the future.
5. The nullity or the annulment of any covenant clause may not affect in any way the validity of the remaining provisions.

In witness whereof, this present contract was compiled in four copies and after having read and accepted by the parties, is fully corresponds in their genuine will, signed by them and each party received two copies.

THE PARTIES

The Seller

The Highest Bidder

TEMPLATE 1

**Certificate of Delivery and Acceptance
of the Auctioned Products**

In _____ (Place signature) today on the
_____ (Date of signature) and at _____ (Time of
signature) the undersigned:

1. Ms/ Mr _____ representative of the company
with the name _____, having its
registered office in _____ (location,
address, number)(«the Seller») and
2. Ms/ Mr _____ representative of the company
with the name _____, having its
registered office in _____ (location,
address, number) («the Highest Bidder»)

through Ms/ Mr _____ (the "Carrier"), we
proceeded the first one to the delivery, whilst the second one to the acceptance of
_____ kg/ tn _____ after the act of adjudication in Online
Auction No _____, which was sent via the e-mail dated
_____ and timed _____ to the Highest Bidder and the Seller.

On behalf of the
"Seller"

On behalf of the
"Highest Bidder"

(Signature / Stamp)

(Signature / Stamp)

Carrier

(Signature/ Stamp)