

# TERMS AND CONDITIONS FOR THE PURCHASE OF LIVESTOCK

#### 1. DEFINITIONS

- 1.1. In these Terms and Conditions, the following terms shall have the following meanings:
  - **Seller**: SIA Liellopu izsolu nams, represented by its member of the board Kaspars Ādams, acting on the basis of articles of association of the company.
  - **Buyer**: Refers to the party purchasing livestock from the Seller.
  - Goods: Refers to the livestock assigned to the Seller for commission trade.
  - **Auction**: Refers to a public auction organized by the Seller for the sale of the Goods.

#### 2. APPLICABILITY

2.1. These Terms and Conditions apply to each purchase of livestock between the Seller and a Buyer.

## 3. CONCLUSION OF THE AGREEMENT

3.1. The purchase agreement is considered concluded when the Buyer and Seller reach an agreement, either verbally or in writing, on the livestock to be sold, the price, and any special terms of delivery. By participating in the auction and paying a guarantee deposit, the Buyer acknowledges and agrees to these Terms and Conditions for the purchase of livestock. Any subsequent arrangements or changes, as well as any promises made by the Seller's employees or third parties, will be binding on the Seller only if explicitly confirmed in writing. The invoice will also be considered an order confirmation, which is also deemed to reflect the agreement correctly and fully, unless the Buyer protests the contents of the invoice in writing within 7 days.

## 4. PRICE AND PAYMENT

- 4.1. The final price of the Goods includes the price of the Goods bid by the Buyer at the public auction and the Seller's commission fee of 2.5% (two point five per cent) of the price bid. Additionally, a daily payment of 2.50 Euro per cattle applies, and all medicine costs must be paid by the Buyer.
- 4.2. The Buyer shall buy the Goods for the total purchase amount in Euros. In addition, the Buyer shall pay the value-added tax (VAT 21%), if it applies to the transaction according to the legislation of the Republic of Latvia.
- 4.3. For other Buyer's costs the Seller shall issue to the Buyer a separate invoice.
- 4.4. The Buyer shall make all payments, including the final price and any other costs, within 15 days from receiving the respective invoice. All payments shall be made via

bank transfer to the Seller's account. A payment is considered as received from the moment when it has been received in the Seller's bank account in full amount.

4.5. In case of late payment, the Buyer must pay a penalty of 0.5% of the total price of the Goods for each day of delay. Payment of the penalty is not releasing the Buyer from performing the obligations specified in these Terms and Conditions.

#### 5. DELIVERY

5.1. The Seller shall transfer the Goods to the Buyer in its territory (livestock building/stable), by loading it into the Buyer's vehicle, or alternatively the Seller can deliver the Goods using its own transport to the address specified by the Buyer. The transfer of the Goods shall be performed on the basis of a delivery note-invoice and declaration of transportation of the Goods issued by the owner of the Goods and signed by the owner of the Goods and the Buyer.

## 6. STORAGE OF THE GOODS

6.1. Until the transfer of the Goods to the Buyer, the Seller must ensure appropriate facilities and conditions for holding the Goods.

## 7. FORCE MAJEURE

- 7.1. Force majeure includes any involuntary or unforeseen circumstances on the Seller's part that make it unreasonable for the Buyer to expect fulfillment.
- 7.2. In case of force majeure, the Seller may suspend the trade. Consultation will be held with the Buyer in such situations.

# 8. DISPUTES AND APPLICABLE LAW

8.1. Any disputes related to these Terms and Conditions shall be subject to the jurisdiction of the competent court in the district where the Seller is registered.

SIA Liellopu izsoļu nams 2.01.2023