

Annex 2

DRAFT SALE CONTRACT

CONTRACT NUMBER – EMSA/SALE/02/2014

The European Maritime Safety Agency, (hereinafter referred to as "EMSA"), which is represented by Markku Mylly, Executive Director,
of the one part,

and

[official name in full]

[official legal form]¹

[statutory registration number]²

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Buyer"³), [represented by [name in full and function,]]

of the other part,

¹ Delete if the Buyer is a natural person or a body governed by public law.

² Delete if the Buyer is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

³ In the case of a joint offer and provided the invitation to bid so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Buyer' shall be jointly and severally liable vis-à-vis EMSA for the performance of this contract".

HAVE AGREED

the **Conditions** below and the following Annexes⁴:

- Annex I** Invitation to bid (No EMSA/SALE/02/2014 of equipment operated on board Response Vessels contracted by EMSA);
- Annex II** Buyer's Bid (No [complete] of [complete]).

which form an integral part of this contract (hereinafter referred to as "the Contract").

- The terms set out in the Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the Invitations to bid (Annex I) shall take precedence over those in the Bid (Annex II).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by EMSA, subject to the rights of the Contractor under Article 8 should he dispute any such instruction.

⁴ Voluminous annexes may be replaced by a reference to the documents concerned, provided the content of such documents is not subject to challenge (by virtue of their public nature).

CONDITIONS

ARTICLE 1 - SUBJECT

1.1 The subject of the Contract is the sale of equipment that was operated on board the Response Vessels contracted by EMSA *[indicate the model]*, as described in the Invitation to Bid annexed to the Contract (Annex I).

ARTICLE 2 – DATE OF ENTRY INTO FORCE

The Contract shall enter into force on the date on which it is signed by the last contracting party.

ARTICLE 3 - CONTRACT PRICE

The total amount to be paid by the Buyer under the Contract shall be EUR [amount in figures and in words] covering the equipment *[indicate the model]*.

ARTICLE 4 – PAYMENT REQUEST AND DEPOSIT

4.1 After the signature of this Contract, EMSA shall issue to the Buyer, by registered mail with acknowledgement of receipt, a Debit note. The Debit Note shall cover the subject as in Article 1.1 of this Contract and the request for payment on EMSA's bank account by the Buyer of the price stated in Article 3 of this Contract.

4.2 The Buyer shall deposit the agreed price, as stated in the Debit Note on EMSA's bank account, within a period of 7 calendar days from the day of receipt by the Buyer of the Debit Note. The Buyer shall bear all the costs connected with the execution of the payment.

4.3 Payments shall be made to the EMSA's bank account denominated in euro, identified as follows:

Name of bank: [complete]

Address of branch in full: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN code: [complete]]

4.4 Payment shall be deemed to have been made on the date on which the contract price stated in Article 3 is received on EMSA's bank account.

4.5 On expiry of the time limits laid down in Article 4.2 of this Contract, EMSA may demand late interest in accordance with the following provision:

Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("the reference rate") plus eight percentage points ("the margin"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day when Buyer's bank account is debited.

- 4.6 In case the Buyer fails to make the payment within 30 calendar days from the day of receipt of the Debit Note, EMSA may terminate the Contract with immediate effect, making the Contract as of that moment null and void. The transfer of the price done by the Buyer to EMSA's bank account after this termination will be considered 'without cause' and will be transferred back to the account of origin. All cost connected herewith shall be borne by the Buyer.

ARTICLE 5 – TRANSFER OF OWNERSHIP EQUIPMENT AND TRANSPORT FROM THE CURRENT STORAGE LOCATION

- 5.1 The ownership of the equipment shall be transferred from EMSA to the Buyer from the moment the agreed price is deposited on EMSA's bank account, in accordance with Article 4 of the Contract.
- 5.2 As proof of the payment EMSA shall issue a Letter of Confirmation to the Buyer.
- 5.3 The transfer of the equipment entails also the transfer of all (implicit and explicit) rights and obligations connected to it.
- 5.4 As from the moment of transfer of ownership the Buyer shall carry the sole responsibility over the equipment stated in Article 1.1 of this Contract. The implementation and costs connected to arrangements as with regard to transportation and insurance (and any other measures deemed necessary by the Buyer) shall fall solely under the Buyer's responsibility.
- 5.5 The Buyer shall transport the equipment from the current storage location to the new storage destination within two weeks from the moment the ownership of the equipment is transferred. EMSA will continue to pay for the storage of the equipment for a maximum of 14 days following the transfer of the ownership of the equipment. Following this period of time the cost for the storage of the equipment will be also borne by the Buyer.

ARTICLE 6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the number of the Contract. Ordinary mail shall be deemed to have been received by EMSA on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses⁵:

EMSA:
European Maritime Safety Agency
Markku Mylly
Executive Director
Praça Europa nº4
1249-206 Lisbon, Portugal

⁵ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

Buyer:

Mr/Mrs/Ms [complete]

[Function]

[*Company name*]

[Official address in full]

ARTICLE 7 – WARRANTIES AND REPRESENTATIONS

Each party represents and warrants to the other that it has full power and authority to enter into, undertake and perform its obligations set out in this Contract.

ARTICLE 8 - APPLICABLE LAW AND COMPETENT JURISDICTION

8.1 The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Portugal.

8.2 Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Lisbon, Portugal.

ARTICLE 9 – DATA PROTECTION

Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

SIGNATURES

For the Buyer,

[*Company name*/forename/surname/function]

signature[s]: _____

Done at [], [date]

For EMSA,

Markku Mylly

Executive Director

signature[s]: _____

Done at Lisbon, [date]

In duplicate in English.