LIETUVOS ORO UOSTAI
VNO KUN PLQ

CONTRACT FOR PURCHASE AND SALE OF GOODS AND SERVICES

SPECIAL TERMS AND CONDITIONS (STC)

Date of conclusion of the Contract and its No. 2025-10-24 No.6PS-25-211

1. PARTIES TO THE CONTRACT

PURCHASER **Joint-Stock Company Lithuanian Airports**, a joint-stock company enterprise legally incorporated and operating in accordance with the laws of the Republic of Lithuania, legal entity code 120864074, VAT payer's code LT208640716, registered office address: Rodūnios Rd. 10A, LT-02189 Vilnius, Republic of Lithuania, the data of which is collected and stored at SE Centre of Registers, represented by Director of the Infrastructure Department Arnas Dūmanas, acting on the basis of Order No. 1R-74 of June 9, 2025 (hereinafter referred to as the Purchaser), and

SUPPLIER Luggage Logistics Ltd a private limited liability company legally incorporated and operating in accordance with the laws of England and Wales, address: The Surrey Tech Centre Occam Rd, Surrey Research Park, Guildford, England, GU2 7YG United Kingdom, the data of which is collected and stored at Registrar of companies for England and Wales, represented by CEO Adam Dalby, acting on the basis of Article of Incorporation (hereinafter referred to as the Supplier),

The Purchaser and the Supplier are both collectively hereinafter referred to as the "Parties", and each individually as a "Party".

2. SUBJECT MATTER OF THE CONTRACT, PRICE, PERFORMANCE TERMS

2.1.	Name of the procurement	BIDS loading information
2.2.	Subject matter of the Contract	By this Contract, the Supplier undertakes to supply the Goods/provide the Services specified in the Technical Specification as provided for in the Contract within the deadlines of supply of the Goods/provision of the Services specified in the Contract, and to correct defects in the Goods/Services (if any), meanwhile, the Purchaser undertakes to accept properly supplied/delivered Goods/provided Services in accordance with the procedure set forth in the Contract and to pay the Supplier the price provided for in the Contract on time. A detailed description of the Services is provided for in the Technical Specification (Annex 2).

2.3.	Quantities of Goods/ Scope of Services	A detailed description of the **quantities of** the Goods/the scope of the Services is provided for in the Technical Specification. During the validity period of the Contract, the Purchaser shall have the right to adjust the quantities/scopes of the purchased Goods/Services, not exceeding the maximum quantities/scopes of the Goods/Services specified in the Contract, except if amendments to the Contract are signed in accordance with the procedure provided for in the Contract and the Legislation, related to the quantities of the Goods/the scope of Services provided under the Contract and the price of the Contract. The Purchaser shall not be obligated to purchase the entire preliminary quantities/scopes of the Goods/Services specified in the Contract or any part thereof (both in terms of quantities and types).
2.4.	Place of delivery of the Goods/provision of the Services	Specified in the Technical Specification
2.5.	Deadlines for delivery of the Goods/provision of the Services/ order fulfilment	Specified in the Technical Specification
2.6.	Documents to be provided along with the Goods and upon provision of the Services	N/A
2.7.	Term for supply of the Goods/ provision of the Services	48 months from the date of 11-11-2025
2.8.	Term of validity of the Contract	The Contract shall be valid until full fulfilment of the contractual obligations by the Parties. The end of the term for the supply of the Goods/ provision of the Services or termination of the Contract shall not exempt the Parties from the fulfilment of their respective obligations under this Contract.
2.9.	Applied pricing:	*fixed rate*
2.10.	Recalculation of the price of the Goods/ Services	Applicable 2.10.1. Recalculation of the Price/Price Rates of the Goods/Services due to a change in the price level (hereinafter referred to as the Price Recalculation) shall be carried out at the written request of the interested Party, at least 6 (six) calendar months after the end of the deadline for submission of final tenders (16/10/2025) or the previous Price Recalculation, if the Goods/Services are still not provided through no fault of the Supplier and its subsuppliers; 2.10.2. The recalculation shall be carried out in accordance with the monthly price rates

		of industrial production sold by Manufacturers in the Lithuanian market published in the Part "Price rates, price changes and weights of industrial production sold by manufacturers" of the field "Price Indices, Changes and Prices" of the statistics field "Economy and finance (macroeconomics)" of the Department of Statistics under the Government of the Republic of Lithuania (hereinafter referred to as the DS), available on the website of the DS[1], by applying the relevant economic activity type indicator [Manufacturing]. If data on the above-mentioned indicator are no longer provided by the DS at the time of Price Recalculation, the Price Recalculation shall be carried out on the basis of the indicator the closest to the object of the Procurement;
		2.10.3. The recalculation shall be carried out by applying to the Services the changes of the price indices applied to the services provided to economic operators in the Lithuanian market, announced in the Part "Price Indices, Changes and Prices applied to the services provided to economic operators" of the statistics field "Economy and finance (macroeconomics)" of the Department of Statistics under the Government of the Republic of Lithuania (hereinafter referred to as the DS) available on the website of the DS[2], by applying the relevant economic activity type indicator [Other information technology and computer service activities]. If data on the above-mentioned indicator are no longer provided by the DS at the time of Price Recalculation, the Price Recalculation shall be carried out on the basis of the indicator the closest to the object of the Procurement;
		2.10.4. The indexation period shall not be shorter than 6 (six) calendar months;
		2.10.5. The price/price rates of the Goods/Services specified in the Contract shall be recalculated according to how much the latest published index will have changed from the price index published at the beginning of the indexation period. The beginning of the indexation period shall be considered to be the month of the deadline for submission of final tenders (16/10/2025) (in case of Goods)/ the quarter of the deadline for submission of final tenders (in case of Services), or the month of the latest amendment of the

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[1] https://osp.stat.gov.lt/
[2] https://osp.stat.gov.lt/

		Contract in relation to the Price Recalculation (in case of Goods)/ the quarter of the latest amendment of the Contract in relation to the Price Recalculation (in case of Services) (if the data of this period is no longer published by the DS, the quarter closest to this period); 2.10.6. The recalculation of prices according to this Contract shall be carried out no more than 1 (one) time in 6 (six) months; 2.10.7. The recalculation of prices in accordance with this Contract shall be carried out only if the change (increase or decrease) of the indicator specified in Clause 2.10.2 and/or Clause 2.10.3 is at least 5% (five per cent), compared to the information published at the beginning of the indexation period; 2.10.8. The recalculation of prices shall be carried out by multiplying the price/price rates specified in the Contract by the recalculation factor (rounded to two decimal places), obtained by dividing the price index last published at the time of the Party's request by the price index published at the beginning of the indexation period; 2.10.9. The recalculation of prices under this Contract shall be carried out only in relation to those Goods/Services that will be ordered under the Contract, if applicable, or provided after the recalculation of prices, i.e. only the price/price rates of the not yet ordered/provided Goods/Services (or part thereof) shall be recalculated; 2.10.10. The recalculation of prices shall be executed by an amendment signed by the Parties to the Contract, which shall indicate the moment when the recalculated price/price rates come into effect, its amount, the Goods/Services to which it will apply; 2.10.11. The price/price rates due to recalculation shall not be increased in respect of those Goods/Services which the Contractor is late in supplying/providing within the deadlines stipulated in the Contract.
2.11.	Initial Contract Value excluding VAT	23 928,00
2.12.	VAT (not applicable)	-
2.13.	Initial Contract Value including VAT	23 928,00
2.14.	Applied discount	N/A
2.15.	Direct settlement with subsuppliers	After a Subsupplier submits a written request to the Purchaser, a tripartite agreement shall be concluded according to the form prepared by the Purchaser, in accordance with the procedure established by the Law on Procurement, which

		will provide for the Supplier's right to object to unjustified payments.
2.16.	**Warranty terms applied to the Goods**	The deadlines provided for in the General Terms and Conditions of the Contract and the Legislation.
2.17.	**Contract Performance Security**	The performance of the Contract shall be secured by the penalties provided for in the Contract. Additional Contract performance security shall not apply.

3. SIGNING AND VALIDITY OF THE CONTRACT

3.1. The Contract shall enter into force after the Parties to the Contract have signed the Contract. The day of signing the Contract shall be considered the day when the Contract was signed by both Parties to the Contract. In the event that the Parties to the Contract signed the Contract on different days, the day of signing the Contract shall be considered to be the day on which the Contract was signed by the last of the Parties. If only one of the Parties indicated the date of signing the Contract, it shall be considered that both Parties signed the Contract on the same day. The Contract shall be valid until the Parties' obligations are properly fulfilled. The end of the term of supply of the Goods / provision of the Services or the termination of the Contract shall not relieve the Parties to the Contract from fulfilling their obligations under this Contract.

4. PROCEDURE FOR TRANSFER AND ACCEPTANC OF THE GOODS AND SERVICES

4.1. 4.1. The Supplier, having fulfilled the obligations provided for in the Contract related to the supply of the Goods and provision of the Services of suitable quality and meeting the requirements of the Contract, shall submit a VAT invoice to the Buyer in accordance with the procedure established in Section 8 of the GTC of the Contract.

4.2. After receiving a properly issued invoice, the Buyer shall approve or reject it within 5 working days, indicating the reasons for rejecting the VAT invoice. The Buyer, by confirming the VAT invoice, also confirms that the Supplier has handed over and the Buyer has accepted the Goods and/or the Services, that they are of high quality, fully comply with the requirements set for the Goods and the Services in the Contract, and a separate Handover/Acceptance Certificate shall not be drawn up.

5. LIABILITY OF THE PARTIES

5.1. The provisions that provide for the liability of the Parties (including penalties) are provided for in the General Terms and Conditions of the Contract and are applicable to the relationship of the Parties under this Contract, unless otherwise provided for in the Technical Specification and these Special Terms and Conditions of the Contract.

5.2. Clause 5.8 of the General Terms and Conditions of the Contract is amended to read as follows:
If the Supplier fails to fulfil the obligations provided for in Clauses 5.5.1-5.5.4 of the General Terms and Conditions of the Contract on time, the Purchaser shall have the right to apply to the Supplier a penalty of EUR 150 for each day of delay.

5.3. Clause 16.11 of the General Terms and Conditions of the Contract is amended to read as follows:
If the Supplier does not fulfill its obligations to remove the warranty defects identified during the warranty period or performs this duty improperly, after the Purchaser has notified the Supplier in writing that if the Supplier does not start the removal of the warranty defects within 3 (three) working days or does not remove the improper removal of the warranty defect, the Purchaser has the right to demand that The Supplier would pay the Purchaser a penalty of EUR 150 for each day of non-compliance with the obligations. If the warranty defects have not been removed, the Purchaser has the right to hire third parties to remove the warranty defects of the Goods and/or Services and demand payment of these amounts from the Supplier.

5.4. Clause 16.12 of the General Terms and Conditions of the Contract is amended to read as follows:

The Supplier shall be fully responsible for the quality of the Goods supplied / the Services provided. The Supplier shall be fully responsible for the actions of his own and other persons engaged in the supply of the Goods / the provision of the Services, and undertakes to compensate the Purchaser and third parties for all damages (direct losses) caused by improper supply of the Goods/provision of the Services.

5.5. Clause 16.13 of the General Terms and Conditions of the Contract is amended to read as follows:

Should the Supplier fail to supply high-quality Goods/provide high-quality Services or fail to eliminate the defects in the Goods/the Services within the deadlines or if he otherwise violates the time limits of the supply of the Goods/the Provision of the Services, the Purchaser shall have the right to apply a penalty of EUR 150 for each day of such delay. Penalties shall not be claimed if the delays occur due to the Purchaser's fault. The Supplier shall also be obliged to compensate the losses suffered by the Purchaser due to such delays. If the Services were not provided, also when removing the defects in the Goods/the Services, the Purchaser, having notified the Supplier no later than 2 (two) working days in advance, shall also have the right to hire third parties to eliminate defects in the Goods/the Services and shall have the right to demand payment of these amounts from the Supplier or to reduce the amounts due to the Supplier under the Contract by unilateral offsetting these amounts.

5.6. Clause 8.6 of the General Terms and Conditions of the Contract is amended to read as follows:

In the absence of grounds for withholding payments, if the Supplier is not paid on time for the properly supplied Goods / provided Services, upon the Supplier's request, the Purchaser shall pay late payment interest at the rate of 0.05% (five-hundredths of a percent) for each day of delay from the unpaid value of the Goods/the Services.

5.7. The total amount of penalties under clauses 5.8, 16.11, 16.13 of the GC of the Contract may not exceed 30% of the Initial value of the Contract excluding VAT. Upon reaching this amount of penalties, the Purchaser, having notified the Supplier in writing 5 (five) calendar days in advance, acquires the obligation to terminate the Contract with the Supplier with all the resulting consequences.

5.8. The Purchaser informs the Supplier no later than 14 (fourteen) calendar days in advance about the possible commencement of penalties. The circumstance that the Supplier was not informed about the possible commencement of penalties before the deadline specified in this clause does not in any way eliminate the Purchaser's right to calculate penalties for the Supplier's non-performance or improper performance of contractual obligations.

5.9. Clauses 13.1 to 13.3 of the General Terms and Conditions of the Contract are not applicable.

6. SUPPLIER'S RIGHT TO ENGAGE THIRD PARTIES (SUBSUPPLY)

6.1. On the day of the conclusion of the Contract, it was not aware of any subsuppliers planned to be engaged by the Supplier.

7. MISCELLANEOUS

7.1. Terms of payment:

No.	Payment purpose	Payment description
1.	Payment for the functionality deployment (analysis, interface development (including interface license for integration API), testing and acceptance	Payment will be made once based on the Supplier's proposed pricing for position 1, after the Supplier has submitted an invoice for the functionality deployment and interface license installation/activation. The payment will be made in accordance with the procedure specified in the General Conditions of the Contract.
2.	Payment for technical support and maintenance services for period 2025.11.11-2029.11.10	Payment for the technical support and maintenance services for period 2025.11.11-2029.11.10 will be made once based on the Supplier's proposed pricing for position 2, after the Supplier has deployed functionality and

		installed/activated interface license and submitted an invoice for technical support and maintenance services. The procedure for submitting invoices and making payments is specified in the General Conditions of the Contract.

7.2. Clause 14.8 of the General Terms and Conditions of the Contract is amended to read as follows: The Parties hereby undertake to immediately inform the other Party in writing about the occurrence of the circumstances specified in Clause 14.7 of the General Terms and Conditions of the Contract. In the cases provided for in Clause 14.7 of the General Terms and Conditions of the Contract, the terms of supply or delivery of the Goods/provision of the Services may be extended for no longer than the circumstances specified in Clause 14.7 of the General Terms and Conditions of the Contract last.

7.3. If a Party to the Contract is late or from the available data it is obvious that a Party will be late in fulfilling its obligations assumed by the Contract due to the circumstances occurred as a result of the outbreak of a viral infection, the Party shall have the right to request the extension of the Contract from the other Party. The deadline for fulfilling the obligations provided for in the Contract can be extended only for such a period that the Party cannot or could not fulfil its obligations.

7.4. During the validity of the Contract, the Purchaser shall have the right to require the Supplier to provide supporting documents regarding the conformity of the goods/equipment/materials used in the supply of the Goods/provision of the Services with the provisions of Article 50 part 9 and 58 Part 4^1 of the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania, and the compliance by the Supplier and his suppliers with the requirements of Article 5k of the Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine. If such information is not provided by the Supplier, the issue of the termination of the Contract may be decided in accordance with the procedure provided for in the Contract.

7.9. The Supplier shall have a duty to reduce paper consumption, refuse unnecessary copying and printing of documents, and submit documents in electronic format; the documentation that must be signed shall be signed with an electronic signature. If it will be necessary to print documents, recycled paper shall be used, which meets the requirements of green procurement approved by the Order No. D1-508 of 28 June 2011 of the Minister of the Environment of the Republic of Lithuania "On the approval of the description of the application procedure of the list of products for the public procurement of which environmental protection criteria are applicable, the environmental protection criteria and the environmental protection criteria that contracting authorities must apply when purchasing goods, services or works".

7.10. The Supplier hereby undertakes not to provide any information about this Contract and its performance to any subjects of the Russian Federation, the Republic of Belarus, the annexed Crimea of the Russian Federation, the Moldovan Republic's non-government-controlled Transnistria, Georgia's non-government-controlled Abkhazia and South Ossetia territories and the People's Republic of China (or their representatives), and to ensure that no subjects of these countries are engaged in the performance of the Contract in any form.

7.11. The Supplier is aware and does not object that during the validity of the Agreement, the Purchaser, taking into account the mandatory requirements and recommendations for ensuring national security, has the right to check and obtain the necessary information about the Supplier and persons related to it (including, but not limited to, participants of a legal entity, beneficiaries and etc.) from public registers, including, but not limited to, the Register of Legal Entities, Information System of Participants of Legal Entities, Information System of Beneficiaries of Legal Entities, etc. The Supplier is also aware of and undertakes, when the Purchaser contacts the Supplier, to provide all the information specified above and requested by the Purchaser accordingly.

7.12. The Supplier is aware that the Purchaser will manage the technological risks that may arise during the execution of the Agreement in accordance with the Cybersecurity Law of the Republic of Lithuania and the provisions of the legal acts implementing it and the Order of the Customer's General Director 2022. February 9 by order no. 1R-24 "Regarding the approval of the Company's information technology security documents" (with subsequent amendments)

approved information security documents that regulate the main principles of ensuring and managing the Customer's information security, as well as the organizational and technical cyber security requirements applied to specific systems, which are provided by the Purchaser's General director in 2022 March 16 by order no. 1R-42 "On approval of the description of the Company's industrial process management system and other controlled and managed communication and information systems" (with subsequent amendments) in the approved description. The supplier also undertakes to ensure the cyber security law of the Republic of Lithuania, 2018 of the Government of the Republic of Lithuania. August 13 in the resolution no. 818 "On the Implementation of the Cyber Security Law of the Republic of Lithuania" and compliance with organizational and technical cyber security requirements provided for in other legal acts. If, due to the nature of the information system, the Supplier is unable to implement a specific requirement, he must inform the Purchaser about this by offering another similar measure to manage the technological risks that may arise, which would be selected taking into account the nature and category of the communication and information system, the latest technical achievements, according to the manufacturer, at least one good security practice recommendation.

8. CONTACTS

8.1. The Parties shall appoint their own representatives for the purposes of monitoring the performance of the Contract and maintaining communications. The specified responsible person of the Purchaser shall have, among other things, the right to verbally and in writing give the responsible person of the Supplier mandatory instructions related to the performance of the Contract, sign the Certificate of Transfer and Acceptance of Goods/Services, received VAT invoices and other documents related to the performance of the Contract (except for agreements on the extension of the Contract, amendments, etc.). All notifications related to the performance of the Contract can be sent to the contact details of these representatives specified in Annex 1 to the Contract.

9. ANNEXES TO THE CONTRACT

9.1. Annex 1 to the Contract, "Contact details" (confidential information), 1 page.
9.2. Annex 2 to the Contract, "Technical specification", 2 pages.
9.3. Annex 3 to the Contract, Tender of the successful Supplier and its annexes, 3 pages.

These Annexes are considered confidential information: Annex 1.

PURCHASER	SUPPLIER
Joint-Stock Company Lithuanian Airports	**Luggage Logistics Ltd**
VAT payer's code: 208640716	VAT payer's code: GB944 1055 40
Tel.: +370 5 2739326	Tel. +44 1483 608 483
E-mail: info@ltou.lt	E-mail: mail@luggagelogistics.net
Bank account:	Bank account:
AB Luminor bankas	Bank Barclays Bank Plc
LT33 4010 0425 0007 0513	IBAN GB93 BUKB 2002 5383 0076 44
Bank code: 40100	Bank code: 20-02-53

Director of the Infrastructure Department
Arnas Dūmanas

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Date of signing

L.S.

CEO
Adam Dalby

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Date of signing 10/26/2025

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CONTACT ADDRESSES FOR NOTIFICATIONS AND PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT

The Parties hereby appoint their own representatives for the purposes of monitoring the performance of the Contract and maintaining communications. The specified responsible person of the Purchaser shall have, among other things, the right to verbally and in writing give the responsible person of the Supplier mandatory instructions related to the performance of the Contract, sign the Certificate of Transfer and Acceptance of Works, received VAT invoices and other documents related to the performance of the Contract (except for agreements on the extension of the Contract, amendments, etc.). All notifications related to the performance of the Contract can be sent to the following contact details of these representatives:

NOTIFICATIONS	CONTACT PERSONS (RESPONSIBLE FOR THE PERFORMANCE OF THE CONTRACT)
To the Purchaser:	**Representatives of the Purchaser:**
Adress – Rodūnios road. 10A, LT-02189 Vilnius, Lithuania E-mail – info@ltou.lt	Technological Project Manager
To the Supplier:	**Representatives of the Supplier:**
Adresss - The Surrey Tech Centre Occam Rd, Surrey Research Park, Guildford, England, GU2 7YG United Kingdom E-mail -	CEO Adam Dalby,

TECHNICAL SPECIFICATION

1. DESCRIPTION OF THE PROCUREMENT OBJECT

1.1.   CONCEPTS AND ABBREVIATIONS

1.1.1. **Buyer** – JSC Lithuanian Airports.

1.1.2. **Supplier** – economic entity - natural person, private legal person, public legal person, other organizations and their divisions or such group of persons with whom the Buyer concludes the Contract.

1.1.3. **BIDS** – Baggage Information Display System.

1.1.4. **BPM** – Baggage Processed Message.

1.1.5. **BMS** – Baggage Management System.

1.1.6. **Goods** – interface license and its implementation.

1.1.7. **Services** – technical support and maintenance services of the Goods.

1.1.8. **Contract** – a Contract concluded between the Supplier and the Buyer regarding the Procurement Object.

1.2.   PROCUREMENT OBJECT AND QUANTITIES

1.2.1. **The object of the procurement** is a data feed to a local BIDS that presents baggage loading information at various locations in the baggage handling area, for the period from 2025.11.11 to 2029.11.10.

1.2.2. The Buyer seeks to acquire the Goods and Services that would ensure the operation and maintenance of the existing Buyer's BIDS baggage loading data for the period from 2025.11.11 to 2029.11.10.

1.2.3. The Goods will be purchased as needed. The Buyer intends, but does not undertake, to purchase all the Goods specified in *Table No. 1* during the period of validity of the Contract.

Table No.1 – list of purchased goods and services:

No.	Description of goods/services	Measurement unit of goods/services
1	Functionality deployment: analysis, interface development (including interface licence for integration API), testing and acceptance.	Set
2	Technical support and maintenance for period 2025.11.11-2029.11.10.	Set

1.2.4. Goods are required to support BIDS at Buyers Vilnius airport (VNO) and for departure flights only.

1.2.5. The baggage handling system (BHS) at VNO will deliver BPMs to the BMS system, as bags are handled at agreed handling locations within the BHS. This is a separate project and not part of the scope of this document.

1.2.6. A conversion from locations contained within the BPMs to Last Seen Locations with the BMS will be agreed.

1.2.7. "No reads" within the BHS will not deliver BPMs to the BMS, and thus their Last Seen Location will be unknown. They will be counted in the Not Seen figures.

1.2.8. The BHS system will receive the data via messages and will be responsible for adding this data to what it holds internally before providing it to the required BIDs screens.

1.2.9. The data should be delivered as messages in an XML format. Data for a single flight should be contained in a single message. The key parts of the message should include:

1) **Flight Identifier**: the flight number, flight date and origin that uniquely identifies a flight departure;

2) **Expected Bag** counts: how many bags should be seen for this flight at make-up (checked-in count). This will exclude any bags explicitly marked as Gate at check-in and any bags whose tags get deleted. The counts will be further broken down by inbound transfer and locally checked-in bags;

3) **Loaded Bags**: a count of the number of bags that have now been loaded into a trolley, ULD or into the aircraft hold. The counts will be further broken down by inbound transfer and locally checked-in bags;

4) **Seen Bag counts**: counts of the bags that have been seen either by the BHS or the BRS, broken down by the Last Seen Locations. The counts will be further broken down by inbound transfer and locally checked-in bags;

5) **Not seen** counts: counts of the bags that have yet to be seen since check-in, either by the BHS or the BRS. The counts will be further broken down by inbound transfer and locally checked-in bags.

1.2.10. Interface should be installed on the Buyers application server(s) and should be configured to connect to a Daifuku ActiveMQ server. This interface should deliver the flight messages to the BIDS system for processing.

1.2.11. The Supplier undertakes to provide Services at least until 2029.11.10.

1.2.12. The Services include (but are not limited to):

1.2.12.1.　　Level 3 maintenance/support;

1.2.12.2.　　Updates with all the necessary works;

1.2.12.3.　　Elimination of operating errors;

1.2.12.4.　　Provision of consultations by telephone and e-mail to the Buyer's representatives.

1.2.13. The deadlines for the elimination of errors and/or issues shall be coordinated with the Buyer, but shall not be longer than 5 days (the time limit shall start from the moment of notification of the error and/or issue to the Supplier).

1.2.14. Data Delivery Frequency. The BMS should track all changes that occur in a refresh period (min. 30secs but configurable). If any events occur for a flight in the latest refresh period, that would impact the data to be sent to the BIDS system, an updated XML message for that flight should be prepared and delivered over the JMS interface to the Daifuku ActiveMQ server.

2.1.	**ORDER EXECUTION PROCEDURE AND TERMS:**

2.1.1.　　Functionality deployment and interface license for the period from 2025.11.11 to 2029.11.10 must be finished and installed/activated within 30 calendar days from the date of entry into force of the Contract, but no later than 2025.11.10.

2.1.2.　　The start date of the provision of services is 2025.11.11 till 2029.11.10.

2.1.3.　　Payment for the Goods and Services shall be made within 30 days from the functionality deployment and interface license installation/activation and the invoice submitted by the supplier for the Goods provided by the Supplier.

For JSC Lithuanian Airports

TENDER TO THE PROCUREMENT OF BIDS LOADING INFORMATION

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(Date)

1. INFORMATION ABOUT THE SUPPLIER

Name(s) of the supplier	*Luggage Logistics Ltd.*
Legal entity identification number(s)	*UK Company Number: 06169887*
Address(es) of registration of the supplier	*The Surrey Technology Centre* *The Surrey Research Park* *Guildford, Surrey, GU2 7YG* *United Kingdom*
Position, name and surname of the person responsible for the proposal	*Adam Dalby, CEO*
Telephone number	
Email	
How will the contract be signed?	☐ Physical signature ☒ Electronic signature
Supplier's bank account and account bank	**Barclays Bank UK Plc** **Account Name: Luggage Logistics Ltd** **EURO IBAN: GB93 BUKB 2002 5383 0076 44** **SWIFTBIC: BUKBGB22** **Account No: 83007644** **Sort Code: 20-02-53**
Name, surname, email , telephone number of the person responsible for the contract at the Supplier	*Adam Dalby. CEO*

2. INFORMATION ON SUBCONTRACTORS (IF APPLICABLE)

Information on the Subcontractors known at the time of the submission of the tender that will be used for the execution of the Contract:

No.	Name of the subcontractor	Country of registration of the subcontractor [1]	The proportion of the contractual obligations to be transferred to the subcontractor as a percentage or amount of the tender price, and a description
1.	N/A	N/A	N/A
...			

Together with the Tender, the Supplier is required to provide evidence that the capacities of the subcontractors listed in the table will be available for the performance of the Contract (Annex 7 to the Invitation completed and signed).

1. INFORMATION ON THE GOODS OFFERED

No.	Name of service	Country from which the service will be provided
1.	API interface license	United Kingdom

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[1] *the subcontractor is a natural person, (1) the place of residence and (2) the citizenship.*

2. INFORMATION ON THE SERVICES OFFERED

No.	Name of service	Country from which the service will be provided
1.	Technical support and maintenance services	United Kingdom

3. PRICE OF TENDER

5.1. The price of the tender shall be expressed in euro.

5.2. The price of the Tender in EUR including VAT shall include all costs, all taxes and charges payable under the applicable laws of the Republic of Lithuania.

5.3. The price of the tender shall be quoted by completing the table below:

No.	Procurement object	Maximum quantity for the duration of the contract	Unit of measurement	Price for 1 unit of measurement in EUR without VAT	Price in EUR without VAT (3X5)
1	2	3	4	5	6
1.	Functionality deployment: analysis, interface development (including interface licence for integration API), testing and acceptance.	1	set	14,040	14,040
2.	Technical support and maintenance for period 2025.11.11-2029.11.10.	1	set	9,888	9,888
				Total price EUR, excl. VAT	23,928
				VAT % (specify)	0,00
				Total price EUR, incl. VAT	23,928

- The maximum quantity of the Procurement object. The Buyer will purchase Goods and Services on demand and at the rates specified in the Supplier's tender during the duration term of the Contract. The Buyer shall not be obliged to purchase the entire quantity specified.
- The maximum quantity does not constitute an obligation on the part of the Buyer to pay the successful Tenderer the specified amount during the duration term of the Contract and will only be used for the purpose of evaluating Tenders. The successful Tenderer will only be paid for the actual quantity.
- The prices in the tender shall be rounded to two decimal places.

4. VALIDITY OF THE TENDER

The Tender is valid for a minimum of 120 calendar days from the deadline for the submission of tenders.

By submitting this Tender, we confirm that:
- we agree to all the terms and conditions set out in the Invitation documents;
- we do not have grounds for exclusion as specified in Article 46(21) of the Public Procurement Law of the Republic of Lithuania, i.e. as a Supplier, we are not subject to the condition that we have not

fulfilled the imposed criminal penalty – prohibition to participate in public procurements as a legal entity;

- we have carefully read all the requirements of the Invitation documents, including the Technical Specification, and our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the subject of the Procurement and the Contract.

Adam Dalby

_____   _____   _____
(Name, surname and signature of   (Signature)   (Name and surname)
the Supplier or his authorized
person)