

SERVICES PROCUREMENT CONTRACT NO. 2025/41-283

14 November 2025
Vilnius

Lietuvos bankas (hereinafter, the Contracting Authority), represented by Tadas Džermeika, Head of the Procurement Management Division of the Corporate Services Department, acting under the provisions of subparagraph 19.1 of the Rules on the Preparation, Execution and Storage of Supplies, Services and Works Procurement and Other Contracts and on the Management of Accounts at the Bank of Lithuania, approved by Order No V2015/(1.7-260603)-02-245 of the Chair of the Board of Lietuvos bankas of 22 December 2015, and **Kusters Engineering B.V.** (hereinafter, the Contractor), represented by Director of Sales Mr Jeroen Kusters acting in accordance with the Power of Attorney as indicated in the Chamber of Commerce Extract, both hereinafter collectively referred to as the Parties and each individually the Party, having regard to the results of the procurement of maintenance services for OBS100 (Kaunas) by way of a closed tender (procurement organiser's certificate No 2025/308.27-112 of 12/11/2025), have entered into the following services procurement contract (hereinafter, the Contract).

1. SUBJECT MATTER

1.1. The Contractor undertakes, in accordance with the terms and conditions set forth in the Contract, to provide the Contracting Authority with OBS 100 maintenance services for the Cash Management Kaunas Branch (Maironio g. 25, Kaunas) (hereinafter, the Services), and the Contracting Authority undertakes to accept and pay for the properly supplied Services in accordance with the procedure set forth in the Contract.

1.2. The description of the Services provided to the Contracting Authority under the Contract, the scope/quantity of and other requirements for the Services are set out in the Technical Specification (Annex to the Contract), which constitutes an integral part of the Contract.

1.3. This procurement is considered green in accordance with paragraph 4.3 of the Procedure for Applying Environmental Protection Criteria in Green Procurement, approved by Order No D1-508 of the Minister of the Environment of the Republic of Lithuania of 28 June 2011, i.e. it is not on the list, but the contractor applies the requirements of the environmental management system to the procurement of a service or works in accordance with standard LST EN ISO 14001 "Environmental management systems. Requirements and guidelines for use" (hereinafter, LST EN ISO 14001) or the European Union's Eco-Management and Audit Scheme (hereinafter, EMAS) or other environmental management standards.

2. CONTRACTUAL OBLIGATIONS OF THE PARTIES

2.1. The Contractor undertakes:

2.1.1. to supply the Services to the Contracting Authority in accordance with the provisions of the Contract and Technical Specification and applicable laws within the terms specified in this Contract;

2.1.2. to immediately notify the Contracting Authority in writing about any circumstances which hinder or are likely to hinder the supply of the Services by the Contractor according to the deadlines and procedure specified in the Contract. Such notice will not waive the Contracting Authority's right to impose penalties under the Contract if the Services are not supplied in due time;

2.1.3. to cooperate with and consult the Contracting Authority on all matters pertaining to the performance and implementation of the Contract;

2.1.4. to rectify, at its own expense, the shortcomings in the supply of the Services identified by the Contracting Authority within the time limit set thereby;

2.1.5. to avoid using the Contracting Authority's trademark, brand name or any other intellectual property objects in any advertising, publications, etc. without a prior written consent of the Contracting Authority;

2.1.6. to duly comply with confidentiality requirements (not to disclose information related to the performance of the Contract to third parties, except in cases provided for by law) and other contractual obligations provided for in the Contract and its annexes. If necessary, at the Contracting Authority's request, the Parties may conclude a separate confidentiality agreement.

2.2. The Contracting Authority undertakes:

2.2.1. during the performance of the Contract, to cooperate with and provide the Contractor with information reasonably required for the performance of the Contract;

2.2.2. upon proper fulfilment of contractual obligations by the Contractor (in accordance with the Contract and Technical Specification, as well as the requirements of laws and regulations), to accept the Services supplied by signing the Certificate of Transfer and Acceptance of the Services, which records all and any deficiencies in the supply of the Services, if any identified;

2.2.3. to pay for the Services properly supplied and accepted by the Contracting Authority at the rates, in the manner and within the time limits specified in the Contract;

2.2.4. to duly fulfil other obligations provided for in the Contract and legal acts.

2.3. The Contracting Authority has the right, at its sole discretion and without any restrictions, to use all results created for the Contracting Authority during the supply of the Services and the rights related thereto, including copyright and other intellectual property rights, for the purposes of the Contracting Authority's activities for an indefinite duration.

3. THE PRICE AND PAYMENT

3.1. The Contract is subject to fixed pricing.

3.2. The Price of the Services:

Item No	Description	Price, excl. VAT, EUR
1	OBS 100 PRJ00109 maintenance services	8 895,00
2	Price of spare parts necessary for maintenance, including delivery	9 225,31
	Total price, excl. VAT, EUR	18 120,31

3.3. The total Contract price, excl. VAT, is EUR 18 120,31 (eighteen thousand one hundred twenty EUR 31 ct). 21% VAT, i.e. EUR 3805,27, is to be paid by the Contracting Authority to the national budget of the Republic of Lithuania. The total price of the Contract corresponds to the initial Contract value calculated in accordance with the procedure established in the Pricing Rules Determination Methodology approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017.

3.4. The price of the Services includes all other expenses of the Contractor related to the supply of the Services.

3.5. The Contracting Authority will pay to the Contractor for the proper supply of the Services no later than within 30 calendar days of the signature of the Certificate of Transfer and Acceptance of the Services and the receipt of the invoice.

4. TIME LIMITS FOR THE SUPPLY OF THE SERVICES

4. The Contractor will commence the supply of the Services under the Contract as of the effect date of the Contract. The Services must be delivered by 31 May 2026.

5. PERFORMANCE GUARANTEE

5.1. If the Contractor delays the discharge of its contractual obligations under this Contract through no fault of the Contracting Authority, the Contractor will pay the Contracting Authority a penalty of 0.04% of the total price of the Contract, excluding VAT, for each calendar day of delay. Such delay will be recorded in the Certificate of Transfer and Acceptance of the Services to be signed by representatives of the Parties, indicating the number of calendar days delayed and the amount of penalty. At the time of payment, the Contracting Authority will deduct the amount of penalty from the amount payable indicated in the VAT invoice issued by the Contractor.

5.2. If the Contracting Authority delays payment to the Contractor through no fault of the Contractor, the Contracting Authority will pay the Contractor a late payment interest of 0.04% of the outstanding amount, excluding VAT, for each calendar day of delay. Such delay will be recorded in the Certificate of Transfer and Acceptance of the Services to be signed by representatives of the Parties, indicating the number of calendar days delayed and the amount of penalty.

5.3. In the case of unilateral termination of the Contract by the Contracting Authority through no fault of the Contractor with a written notice to the Contractor sent by email to @royaldutchkusters.com 10 calendar days in advance or termination of the Contract by the Contractor due to the circumstances specified in subparagraph 7.3 of the Contract, the Contracting Authority will pay the Contractor a penalty of EUR 900.00 (nine

hundred euro) no later than within five (5) working days of such termination. The fine will not be paid when the Contract is terminated by decision of competent authorities.

5.4. In the case of unilateral termination of the Contract by the Contractor through no fault of the Contracting Authority with a written notice to the Contracting Authority sent by email to _____@lb.lt 10 calendar days in advance or termination of the Contract by the Contracting Authority due to the circumstances specified in subparagraph 7.2 of the Contract, the Contractor will pay the Contracting Authority a penalty of EUR 900.00 (nine hundred euro) no later than within five (5) working days of such termination.

6. SUBCONTRACTING

6.1. For the purposes of the Contract the Contractor will engage the following subcontractors: N/A. The Contractor must inform the Contracting Authority in writing about any new subcontractors to be used and obtain the Contracting Authority's written consent.

7. CONTRACT VALIDITY, AMENDMENT AND TERMINATION

7.1. The Contract will take effect at the moment of exchange by the Parties of the signed individual digital copies of the Contract of identical content by email to the contact email addresses and will remain effective until the contractual obligations are fully discharged.

7.2. The Contracting Authority has the right to terminate this Contract unilaterally, without recourse to the courts, with a written notice to the Contractor sent by email to @royaldutchkusters.com 10 calendar days in advance, if:

7.2.1. the Contractor delays the supply of the Services for more than 10 working days, breaches other contractual obligations and fails to commence their proper discharge despite a written warning from the Contracting Authority;

7.2.2. the Contractor improperly delivers the Services, fails to rectify the identified defects in the Services (or related goods) within the time limit specified by the Contracting Authority.

7.3. The Contractor has the right to terminate this Contract unilaterally, without recourse to the courts, with a written notice to the Contracting Authority sent by email to @lb.lt 10 calendar days in advance, if the Contracting Authority, through no fault of the Contractor, delays payment for more than 30 calendar days despite the Contractor's written warning.

7.4. During the term of the Contract, its terms and conditions may be amended in the cases specified in Article 89 of the Republic of Lithuania Law on Public Procurement and in the Contract.

7.5. The Contract may be terminated by agreement between the Parties.

8. FORCE MAJEURE

8.1. The Parties will not be held liable for non-compliance with their obligations under this Contract if such non-compliance or improper compliance is due to force majeure. Force majeure is understood as defined by the legal acts of the Republic of Lithuania.

8.2. The Party to the Contract that is unable to fulfil its contractual obligations by reason of force majeure must notify the other Party in writing within three (3) calendar days of the moment when the Party became or should have become aware of the occurrence of such force majeure. The Party that has failed to comply with this obligation must reimburse all direct losses that occurred due to this.

8.3. Where force majeure or its effects persist for more than 30 calendar days, either Party to the Contract may unilaterally terminate the Contract with a written notice to the other Party.

9. PROCEDURE FOR SETTLEMENT OF DISPUTES BETWEEN THE PARTIES TO THE CONTRACT

9. Any dispute arising from this Contract will be settled by way of negotiation and, in case of disagreement, will be settled by a Lithuanian court in accordance with the procedure laid down in legal acts.

10. OTHER TERMS AND CONDITIONS

10.1. Other terms and conditions excluded from the Contract are set out in the terms and conditions of the procurement and will be binding on each Party.

10.2. The Contractor has no right to assign the rights and obligations defined in this Contract to third parties.

10.3. The Contracting Authority's representative responsible for the performance of the Contract is _____, Head of the Examination and Technical Division of the Cash Department, phone: +370 _____, email: _____@lb.lt, while the person responsible for the publication of the Contract and its amendments is _____, Senior Specialist of the Procurement Management Division, phone: +370 _____, email: _____@lb.lt.

10.4. The Contractor's representative responsible for the performance of the Contract is Mr _____, Teamleader Service, phone: + 31 _____, email: _____@royaldutchkusters.com.

10.5. During the term of the Contract, the Parties as separate personal data controllers will process the personal data of persons responsible for the performance of the Contract and of experts providing services. The legal grounds for the processing of the specified personal data is the legal duty provided for in the Republic of Lithuania Law on Public Procurement (Article 6(1)(c) of the Regulation). The Parties undertake to process the said personal data only for the purposes of the Contract and to implement adequate technical, organisational and legal personal data protection measures to ensure the security of personal data. The specified measures must ensure the level of security corresponding to the arising risks. Upon termination of the Contract, the Parties undertake to destroy personal data available to them. No separate agreement on the processing of personal data will be concluded between the Parties.

10.6. The Contract is concluded in the English language.

10.7. The Contract or its individual provisions will be interpreted in accordance with the law of the Republic of Lithuania.

10.8. The Annex - the Technical Specification - constitutes an integral part of the Contract.

11. DETAILS OF THE PARTIES

THE CONTRACTING AUTHORITY

Lietuvos bankas
Legal entity number 188607684
VAT number LT886076811
Gedimino pr. 6, 01103 Vilnius, Lithuania
Tel. +370 5 2680029
Email: info@lb.lt
Account No LT41 1010 0000 0012 3456
Lietuvos bankas

Head of the Procurement Management Division
of the Corporate Services Department
Tadas Džermeika

THE CONTRACTOR

Kusters Engineering B.V.
Legal entity number 12017594
VAT number NL 004 495 214 B01
L.J.Costerstraat 8, 5916PS Venlo, Netherlands
Tel. +31
Email: service@kustersengineering.com
Account No:
IBAN:
IBAN:
Bank: Rabobank

Director of Sales
Mr Jeroen Kusters

Jeroen
Egidius Lucas
Maria Kusters

Digitaal
ondertekend door
Jeroen Egidius
Lucas Maria Kusters
Datum: 2025.11.14
14:10:34 +01'00'

Annex to the Contract

TECHNICAL SPECIFICATION

Lietuvos bankas purchases maintenance services and necessary spare parts, including delivery, for the OBS 100 banknote briquetting machine (PRJ00109) located at the Cash Management Kaunas Branch.

1. Maintenance of the OBS 100 briquetting machine:
 - 1.1. Assessment of the condition of expendable parts, replacement of worn parts;
 - 1.2. Testing of the OBS 100 machine (PRJ00109) in real-time mode;

1.3. Preparation of the maintenance report.

2. Spare parts for technical support (to be delivered at Maironio g. 25, Kaunas):

Item No	Code	Quantity	Description
1	K18H-00049	2 pcs.	Hydraulic hose for press cylinder
2	K18H-00052	1 pcs.	Hydr. Hose for pre-compression Cylinder
3	K18H-00053	1 pcs.	Hydr. Hose for pre-compression Cylinder
4	K18H-00057	1 pcs.	Hydraulic hose for tongs cylinder
5	K22A-00004	1 pcs.	Cross sleeve
6	K22A-00006	1 pcs.	Bronze seal bush "complete"
7	K22A-00012	1 pcs.	Pressing die
8	K22A-00049	1 pcs.	Bronze wear part
9	K22A-00050	2 pcs.	Wear guide block
10	K22B-00003	1 pcs.	Tongs complete
11	K22B-00021	1 pcs.	Presscone
12	K25H-00017	1 pcs.	Gear ring
13	K25H-00032	1 pcs.	Air filter (vent breather)
14	Q8-00026	1 pcs.	Oil return filter
15	T1J-00084	5 pcs.	Hexagon socket head cap screw
16	T1PA-00026	6 pcs.	Hex.socket countersunk head screw
17	T1R-00080	2 pcs.	Hex. Socket set screw, cone point
18	T99-00056	2 pcs.	Set screw with cone point- prevailing torque
19	J10F-00032	5 pcs.	Spare filter mats
20	J4B-00295	1 pcs.	Contactora
21	X1-00130	150 litres	Hydraulic oil
22	X1-00002	20 litres	Synth. Oil for gear transmission
23	X1-00021	2 litres	Synth. Oil for gear transmission
24	-	1	Shipping costs

3. A 90-day warranty period applies to spare parts.
