

ARTICLES' SALE-PURCHASE CONTRACT

2021-12-28 d. No. 21/12/28

Kėdainiai

Kėdainiai Regional Museum, (18820458) details of the body are collected and stored in the Registry of Legal Persons of Republic of Lithuania, represented by *director Rimantas Žirgulis*, acting pursuant to the body provisions (hereinafter – 'Purchaser') and St. Katharinen Evangelical Lutheran parish in Osnabrück the Church Council, represented by *Pastor Andrea Kruckemeyer* (hereinafter – 'Seller'), hereinafter in this articles' sale-purchase contract (hereinafter – 'Contract') referred to as 'Parties' and individually – a Seller and a Purchaser respectively, in accordance with the Public Procurement Law of Republic of Lithuania and pursuant to an order of the director of the Public Procurement Agency of June 28 2017 No IS-97, approved by an inventory of the Small Value Purchases, concluded the Contract and agreed on the following terms and conditions.

1. THE SUBJECT OF THE CONTRACT

1.1. By this Contract the Seller upon endorsement by the "Evangelisch-lutherische Landeskirche Hannover" undertakes to sell to the Purchaser in accordance with the conditions laid down in the Contract the church organ (hereinafter – 'Article'), complying requirements laid down in the Contract's Annex (hereinafter – 'Annex') 'Data of the object of the contract and technical requirements'.

1.2. The Purchaser undertakes to dismantle, transport and assemble the Articles specified in paragraph 1.1 of the Contract and pay for it pursuant to the order and the deadline specified in the Contract.

2. THE CONTRACT'S PRICE AND PAYMENT

2.1 The total price of the Contract 35000.00 EUR (thirty-five thousand EUR 00 ct.).

2.2 Pricing rules have been produced according to the methodology for determining pricing rules approved by a director of Public Procurement Agency in June 28 2017 by an order No IS-95. The pricing rules are the essential conditions of the Contract which shall not be modified throughout the whole period of the Contract implementation. In the Contract a pricing rule of a fixed price is set. The Purchaser undertakes to pay the Contract price for a Seller according to the Article provided in accordance with the Contract.

2.3 The Article's price indicated in paragraph 2.1 of the Contract includes everything that is stated in the Contract's Annex, including all direct and indirect Seller's risks: payable taxes, tax liabilities and obligations determined in the Contract and occurring during implementation.

2.4 The Contract's price shall not be recalculated due to prices level change in the market or changes in fees.

2.5 The Purchaser intends to settle for the Article indicated in paragraph 1.1 of this Contract under the following conditions:

2.5.1 The Purchaser with the assistance of its experts checks the Article's compliance with technical requirements laid down in the Contract's Annex no later than 30 working days following the date of the Contract conclusion.

2.5.2 After assessment of the Article condition and its compliance with technical requirements (the Contract's Annex), the Purchaser settles up with the Seller for the Articles in accordance with an electronic VAT invoice received within 30 (thirty) days following the date of the VAT invoice receipt. The electronic invoices compliant with the European Standard on electronic invoicing, under the reference published in the Commission Implementing Decision in October 16 2017 (EU) 2017/1870 on the reference to the European Standard on electronic invoicing and the list of syntaxes announcement pursuant to the Directive of the European Parliament and the Council 2014/55/EU (OL 2017 L 266, p. 19) (hereinafter – the European Standard on electronic invoicing), shall be submitted by means chosen by a supplier. Electronic invoices non-compliant with the European standard on electronic invoicing may be submitted only using means of the information system 'E. sąskaita'.

3. THE ARTICLE'S SUPPLY ARRANGEMENT AND WARRANTY

3.1. The Purchaser agrees to pay the agreed price for the organ in full before beginning the dismantling.

3.2. The Purchaser is responsible for dismantling and transporting the organ and is liable for all damages and costs occurring during that process.

3.3. The Article and its quality must comply with requirements laid down in the Contract's Annex.

3.4. The Seller sets up meeting with the Purchaser no later than 10 working days following the Contract conclusion to allow experts to check and verify the Article's compliance with requirements laid down in the Contract's Annex.

3.5. When the Purchaser receives the Article compliant with requirements laid down in the Contract's Annex, the Parties of the Contract sign the goods' delivery and acceptance act.

3.6. Upon signing the goods' delivery and acceptance act and the VAT invoice, the Purchaser acknowledges receipt of the Article compliant with requirements of the Contract.

3.7. The signing of the goods' delivery and acceptance act is a basis for the Seller to issue the invoice for the Article compliant with technical requirements.

3.8. The storage warranty period of the Article being purchased provided by the Seller is 3 (three) months following the date of the Contract conclusion.

3.9. In the event of unforeseen circumstance concerning the Article's storage, the Purchaser must be informed about it in written form or by email at the latest within 5 days.

4. RIGHTS AND LIABILITIES OF THE PARTIES UNDER THE CONTRACT

4.1 The contracting parties are bound to honestly, reasonably, duly, on time and properly to perform their obligations under this Contract.

4.2. The purchaser undertakes:

4.2.1. to pay for the Article under the conditions as specified in paragraph 2.5 of the Contract;

4.2.2. to accept the Article compliant with requirements laid down in the Contract.

4.3. The Seller undertakes:

4.3.1. to sell and store the Article until the term set out in paragraph 3.6 of the Contract;

4.3.2. to immediately inform the Purchaser in written form about any circumstances which prevent or may prevent the Purchaser from supplying the Article during the period set out in the Contract;

4.3.3. to ensure confidentiality and safety of information related with the Contract's implementation received from the Purchaser during implementation of the Contract.

4.3.4. Following a request in written form by the Purchaser to return all documents (if any) needed for implementation of the Contract and received from the Purchaser;

4.3.5. to follow instructions of the Purchaser necessary for proper performance of the Contract and/or its rectification;

4.3.6. not to transfer in any form its liabilities laid down in this Contract to the third parties without written consent of the Purchaser;

4.4. The Seller has the right to require the Purchaser to accept the Article and pay for it a price specified in the Contract.

4.5. The Parties undertake to provide each other with information necessary for the Contract's implementation.

4.6. The Parties undertake not to reveal any technical, commercial, financial or other information provided each other, also information about this Contract and take all the measures to avoid providing received information to the third parties throughout the term of the Contract and indefinitely after the Contract's implementation.

5. LIABILITY OF THE PARTIES

5.1. The Parties are bound to honestly, reasonably, duly, on time and properly to perform their obligations under this Contract. A Party that fails to meet its obligations or meets them inadequately, shall be liable to indemnify the other Party for all damage.

5.2. The Seller for non-compliance with obligations laid down in paragraphs 3.2 and 3.6. of the Contract, shall give rise to the payment of interest in the amount of 0,02 percent of the price set out in paragraph 2.1 of the Contract without VAT for each calendar day of delay.

5.3. Any delay of payment for the Article within the prescribed period in this Contract under request by the Seller shall give rise to the payment of interest in the amount of 0,02 percent of the price set out in paragraph 2.1 of the Contract without VAT for each calendar day of delay by the Purchaser.

5.4. In case of the Contract termination due to the fault of the Seller, the Seller shall give rise to the penalty payment to the Purchaser in the amount of 10 (ten) percent of the price set out in paragraph 2.1 of the Contract without VAT and shall pay for the direct damage if it is not covered by the penalty. Payment of the penalty shall not release the contracting parties from implementation of the commitments under this Contract.

5.5. In case of the Contract termination due to the fault of the Purchaser, the Purchaser shall give rise to the penalty payment to the Seller in the amount of 10 (ten) percent of the price set out in paragraph 2.1 of the Contract without VAT. Payment of the penalty shall not release the contracting parties from implementation of the commitments under this Contract.

5.6. The contracting parties are not liable for non-performance on time of the contractual obligations and no interest or penalties are payable for this period, if the contracting parties are not able to perform their obligations due to reasons of force majeure.

6. FORCE MAJEURE

6.1. The contracting parties are not liable for non-performance of the contractual obligations due to reasons of force majeure, which cannot be foreseen, avoided or eliminated by any means and which arose after the date on which the Contract took effect, in accordance with Article 6.212 of the Civil Code of Republic of Lithuania. Reasons of force majeure are established and approved by a Resolution No 840 of the Government of Republic of Lithuania of 15 July 1996 on 'Rules of exemption from liability in case of reasons of force majeure'.

6.2. If either contracting Party considers that reasons of force majeure have been arisen causing non-performance of its obligations, the Party immediately shall inform other Party, notifying about nature of circumstances, possible duration and expected impact.

6.3. If for at least one of the contracting parties will be affected by circumstances of force majeure and, as a consequence, may not be able to perform its obligations laid down in the Contract, this Party shall notify in written form other Party about these circumstances no later than 3 (three) days following an event. Where the Party fails to inform in good time of circumstances of force majeure, the injured Party shall not be entitled to use such circumstances as justification.

6.4. Once circumstances of force majeure are over, the Party, which was not able to fulfil its

obligations due to reasons of force majeure, must immediately report the fact to other Party and resume performance of its obligations.

6.5. If circumstances of force majeure and their consequences persist longer than one month, every contracting Party is entitled to refuse to perform its contractual obligations and to terminate the Contract.

7. DISPUTE SETTLEMENT PROCEDURE

7.1. Any disagreements or disputes between the Parties regarding the Contract shall be settled by negotiations of the contracting parties. If the Parties are unable to agree within 30 (thirty) days, any disputes, disagreements or demands arising from the Contract or related to it, the Contract's breach, termination or validity, shall be settled in accordance with the procedures laid down in legislation of Republic of Lithuania.

7.2. The Contract is subject to and interpreted in accordance with legislation of Republic of Lithuania.

8. OUTSOURCING (applicable, if the Seller intends to use it)

8.1. Name of a sub-supplier (sub-suppliers), its/their contact information and representatives.

8.2. The Seller undertakes to notify the Purchaser of any changes in information specified in paragraph 8.1 of the Contract as well as of new sub-suppliers, which are to be used in the Contract's implementation. The application for switching from a sub-supplier specified in the Contract to the other one or for engagement of new sub-suppliers, shall be submitted to the Purchaser in written form and giving reasons for such switching.

9. CONTRACT AMENDMENT AND TERMINATION

9.1. During implementation of the Contract, amendments of technical nature may be adopted, which do not in any way affect the content of the parties' mutual commitments. Amendments of technical nature are: details of the contracting parties, substitution of persons responsible for the Contract's implementation, technical errors, correction of the Contract's provisions contrary to the mandatory statutory requirements (the concluded Contract does not correspond to the purchase conditions and/or submitted proposal and must be adjusted to meet requirements of these documents). Amendments of technical nature shall be documented by an agreement signed by the parties' representatives, which is an integral part of the Contract.

9.2. The Contract may be terminated by mutual written agreement of the Parties.

9.3. The Purchaser has a right to unilaterally terminate the Contract, where:

9.3.1. circumstances provided for in Article 90 of the Public Procurement Law arise;

9.3.2. the Seller has gone bankrupt or becomes insolvent.

9.4. If either contracting Party does not comply with its contractual obligations and this, in accordance with Article 6.217 of the Civil code of Republic of Lithuania, is material breach of the Contract, other Party may unilaterally terminate the Contract, upon no less than 10 (ten) working days prior reasoned written notice to other Party. In case of termination of the Contract, the Parties shall pay one another.

9.5. The material breach of the Contract is where:

9.5.1. the Article is not in compliance with requirements laid down in the Contract's Annex;

9.5.2. the Seller fails to comply with the deadline specified in the Contract and the payment to the Seller for the Article is delayed by more than 10 (ten) days.

10. OTHER CONDITIONS

10.1. The contract shall come into force on the date of its signature (including the approval of the contract by the Landeskirche Hannover) and is valid until the finalisation of the commitments.

10.2. The date of commencement of performance of the Contract is the date of the entry into force of the Contract.

10.3. The Parties shall designate their representatives responsible for the performance of the

Contract:

10.3.1. the authorised representative of the Purchaser: Rimantas Žirgulis, tel. +370 685 54418, email kedainiumuziejus@gmail.com;

10.3.2. the authorised representative of the Seller: *Andrea Kruckemeyer. Tel. +489 600 2850, andrea.kruckemeyer@katharinen.net.*

10.3.3. a person responsible for publication and amendments of the Contract: **Vilmantas Vilkevičius**, a deputy director, tel. +370 347 51330, email kedainiumuziejus@gmail.com,

10.4. The Contract is drawn up in duplicate, each of this texts being equally authoritative.

10.5. The Contract's Annex 'Data of the object of the contract and technical requirements', 1 page, is an integral part of the Contract.

10.6. In case of change of address of the Party and/or other data, such Party must notify to the other Party at least 5 (five) working days in advance. If the Party fails to comply with these requirements, it shall not be entitled to present claims or response, if actions of other Party, carried out on the basis of the latest known data, conflict with the Contract terms or it did not receive any notification sent in accordance to those data.

10.7. No Party to the Contract has a right to assign, in whole or in part, its rights or obligations under the Contract to the third Party without the prior written consent of the other Party.

10.8. Any notifications, information, documentation or correspondence related to the Contract or its implementation must be set out in writing and sent by a registered mail, courier, fax or email. If information is transmitted by fax or email, it is deemed to be duly transmitted only if a Party, to which that information is sent, can confirm the receipt of the information by fax or email.

10.9. In the performance of the Contract, the Seller ensures that personal data are processed in accordance with the Regulation (EU) 2016/679 of 27 April 2016 of the European Parliament and of the Council on protection of individuals regarding the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and with requirements set in legislation of the Republic of Lithuania on personal data legal protection.

11. THE PARTIES ADDRESSES AND DETAILS

PURCHASER:

Kėdainių krašto muziejus

Didžioji g. 19, Kėdainiai LT-57255

Legal Entity ID 188204587

VAT Identification number -

AIS LT 40 7300 0100 9414 3462

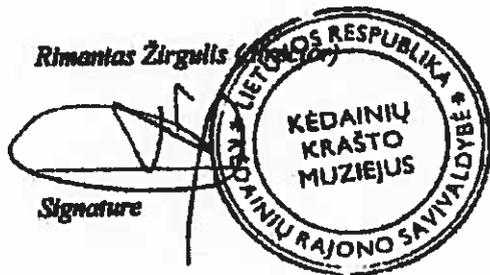
Swedbank AB

Bank code 73000

Tel.: +370 347 51330

Email kedainiumuziejus@gmail.com

Rimantas Žirgulis



Signature

SELLER:

Ev.-luth. Kirchengemeinde St. Katharinen

An der Katharinenkirche 8

49074 Osnabrück

Account No:

Ev.-luth. Kirchenkreisverband Osnabrück

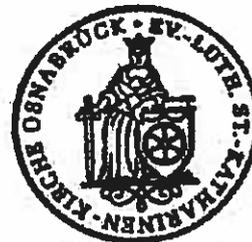
Bank: Sparkasse Osnabrück

IBAN: DE75 2655 0105 0000 0145 55

BIC: NOLADE22XXX

Tel.: +49 541 600 2830

Email info@katharinen.net



Andrea Kruckemeyer (Pastor)

Andrea Kruckemeyer, Pn.

Signature

Annex 1.

Coat of arms or a trademark

Ev.-luth. Kirchengemeinde St. Katharinen

(The form of the legal person, address, contact information, a name of a registry, where details of a supplier are collected, and stored, name, legal entity identifier, value added tax identification number, if a legal entity is liable to pay the value added tax)

To Kedainiai Regional Museum

PROCUREMENT PROPOSAL FOR THE CHURCH ORGAN PURCHASE

(date)

(Location of preparation)

Table 1

A supplier's name / in case of a group of economic operators, all participants' names are entered	Ev.-luth. Kirchengemeinde St. Katharinen
A supplier's address / in case of a group of economic operators, all participants' addresses are entered	An der Katharinenkirche 8 49074 Osnabrueck
Name, family name, position of a person signing the proposal	Jan David Dreyer authorised representative of the Church Council.
Phone number	+491788164509 / +495416002830
jddreyer@t-online.de	jddreyer@t-online.de

If a supplier intends to engage a sub-supplier (sub-suppliers) or a subprovider (subproviders) it must be indicated below (insert, if sub-suppliers or subproviders will be engaged for the contract implementation. If sub-suppliers or subproviders are not specified, it is considered that there are no sub-suppliers or subproviders):

Table 2

A name of a sub-supplier (sub-suppliers) or a subprovider (subproviders)	—
An address of a sub-supplier (sub-suppliers) or a subprovider (subproviders)	—
What activity will be implemented according to the contract	—
A part of obligations (in percent), which will be implemented by a sub-supplier (sub-suppliers) or a subprovider (subproviders)	—

This proposal indicates that we agree with all Procurement terms defined in:

- 1) Procurement terms;
- 2) other Procurement documents (their clarifications and supplements).

We offer:

Table 3

The article's name	Piece	Price in EUR without VAT	VAT EUR	Price in EUR with VAT
1	2	3	4	5
Organ	1	35.000	—	35.000

The total cost of the tender (a price indicated in 5 columns of table 3) in EUR with VAT (indicate price in figures and in words) 35.000 (Thirty-five thousand)

Note: In cases where a supplier is not a VAT payer in accordance with the legislation in force, a supplier does not complete the corresponding lines, but gives reasons why a VAT is not payable: we are not a VAT payer according to Germany legislation

The proposed article completely complies with requirements of the Procurement documents:

Table 4

Item No	Technical parameters	Minimal characteristics	Characteristics and information of the proposed article (to be filled in by a supplier)
	Organ	1 piece	
1.	A manufacturer and a model	A reference to a manufacturer's site or an exact article's name, year of manufacture	Organ built by the Ott-Company in 1961
2.	Stops' console	Must be mechanical	mechanical
3.	Stops' number	No less than 40 stops	42
4.	Manuals' console	Must be mechanical	mechanical
5.	Number of manuals	No less than 3 manuals with pedals	3
6.	Number of reeds stops	No less than 8 reeds stops	8
7.	Dimensions	No higher than 9,5 meters, a section of one side no wider than 3,5 meters, depth no more than 3 meters. In the middle of an organ there must be a gap no less than 3 meters in order to leave the church windows uncovered and to visually harmonise with an interior of the organ choir.	Dimensions: 9,32 meters height 3.50 metres width 2.71 depth

This information indicated in the proposal is confidential:

Table 5

Item No	A name of the submitted document
1.	
2.	

Note: to fill in only of confidential information is to be provided. A supplier cannot indicate that the whole proposal is confidential. If a supplier does not indicate or indicates which information is confidential, but does not provide justification concerning confidential information indicated in a proposal, it is considered that proposal does not contain any confidential information.

The following documents are to be submitted with a proposal:

Table 6

Item No	A name of the submitted document	Number of pages of a document
1.		
2.		

The proposal valid till expiration date specified in the Procurement documents.

 authorised representative
 of the Church Council
 (Position of a supplier or its
 authorised person)

J. D. Dreyer

 (Signature)

 Jan David Dreyer
 (Name, family name)