

**CONTRACT FOR THE PURCHASE AND SALE OF THE ADDITIONAL VEHICLE
INSPECTION**

NO. SPK - _____ 5k-7

February 3, 2022

The **Lithuanian Air force, Air Base**, hereinafter referred to as “the **Purchaser**”, represented by Commander of Lithuanian Air Forces Air Base (hereinafter - Air Base) .plk. ltū. Eligijus Rukšnaitis and **Global Ground Support LLC**, hereinafter referred to as “the **Seller**”, represented by Vice President of Contracts and Legal Administration Ms. Colleen Valentino, on the other part, together referred to as “the **Parties**” and separately as “the **Party**”, according to the Law on Public Procurement of the Republic of Lithuania have entered into the Contract:

1. Definitions and General Provisions:

1.1. For the purposes of this Contract, the following definitions shall apply:

1.1.1. “**Third Party**” shall mean any natural person or legal entity (including the state, public authorities, municipality, municipal authorities) except Recipient (The Purchaser’s department specified in the special part of the Contract or in the Annex to the Contract to which the goods are delivered), which is not a **Party** to this Contract.

1.1.2. **NOT USED**

1.1.3. “**Date of the Contract Signature**” (hereinafter referred as “**DCS**”) means the date when the Contract is signed by the both **Parties** and registered by the **Purchaser**.

1.1.4. “**Effective Date of the Contract**” (hereinafter referred as “**EDC**”) means the date when the Contract takes effect according to Clause 16.1 herein.

1.1.5. “**Contract Item Acceptance**” means a formal written document signed by representative of the **Purchaser** regarding acceptance of each Contract Item (**Vehicle**) and confirming that the **Seller** has fulfilled due contractual obligations for the Contract Item.

1.1.6. “**Vehicle additional inspection**” means Additional scope of work that the Parties have agreed upon shall be paid in full upon completion of the tasks outlined in Annex 2 herein and articles covered by the Contract.

1.1.7. “**Documentation**” means all the documents including technical manuals related to this Contract.

1.2. The headings of the parts and articles of the contract are for convenience only and may only be used for the interpretation of the Contract.

1.3. Unless otherwise set out in the Contract, the duration and other terms of the Contract shall be calculated in calendar days, and whatever 1 (one) month shall be considered as 30 (thirty) calendar days period.

1.4. Should the payment term or any other dates set in the Contract coincide with public holidays and days-off in the Republic of Lithuania, the payment term under the Contract shall be the following business day.

1.5. If required by the context, words in the singular may include the plural and vice versa.

1.6. Where the meaning expressed in words differs from the meaning expressed in numbers, the verbal meaning shall prevail.

1.7. Provisions contained in this Contract that are expressed or by their sense and context are intended to survive the expiration or termination of this Contract, including but not limited to the obligations described in Clause 6.4, shall so survive the expiration or termination.

2. Subject of the Contract:

The **Seller** undertakes to provide **Vehicle additional inspection** as required under the Contract and its Annex 1 “Technical Specification of vehicle additional inspection” (hereinafter – Annex 1). The **Purchaser** undertakes to pay the **Seller** for the Vehicle additional inspection under the terms and conditions of the Clause 4 of the Contract.

3. Price of the Vehicle:

3.1. **Price** of the **Vehicle** are set out in Annex 2 “Price of the Vehicle additional inspection” (hereinafter – Annex 2).

3.2. The total cost of the **Vehicle** additional inspection set out in Annex 2 is fixed and shall not be changed throughout the validity period of the Contract.

3.3. The currency of the contract shall be USD.

4. Settlement and Payment Procedures:

4.1 **Vehicle additional inspection** shall be paid in full upon completion of the tasks outlined in Annex 2 herein.

4.4. The Purchaser shall pay the Seller within 30 (thirty) days from receipt of the invoice (the invoice shall also be sent by electronic means).

4.5. The invoices will indicate the Contract Number and date and give a detailed description of the Contractual Deliverable Items.

4.6. The Purchaser shall make payments by bank transfer to the current account designated in Clause 20.2 of this Contract. Implementing the Contract Invoices must be submitted using the information system "E-sąskaita" tools, which is accessible by www.esaskaita.eu. If the information systems "E-sąskaita" functional capabilities are inaccessible to the Seller, insufficient or temporarily unavailable, the Seller may provide the necessary information in written form via email.

4.7. All taxes, fees, duties and charges levied on this Contract are to be defrayed by the Purchaser.

5. Provision of the Vehicle additional inspection:

5.1. The **Seller** undertakes to provide the **Vehicle additional inspection** in accordance with the requirements set hereto in Annex 1.

5.2. Conditions of the **Vehicle additional inspection**:

5.2.1. The **Seller** shall inform the **Purchaser** when the **Vehicle additional inspection** will be ready to do in the Republic of Lithuania Air base location. This information shall be given in writing to the **Purchaser** at least 7(seven) days beforehand.

5.2.2 The **Seller** shall do the **Vehicle additional inspection** within **2 months after the signing of contract**.

6 – 11. NOT USED.

12. Force Majeure Circumstances:

12.1. The **Party** shall not be held liable for the non-performance of any obligations hereunder if it proves that this non-performance was due to unusual circumstances that were beyond control of the **Parties** and could not be reasonably foreseen by them, and the emergence of these circumstances or consequences thereof could not be prevented by the **Parties**. For the purposes hereof, force majeure shall be considered to be the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules Governing the Release from Liability in the Event of Force Majeure approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996. In determining force majeure, the **Parties** shall be guided by Resolution No. 222 “On Approval of the Procedure for Issuing Certificates Attesting to the Existence of Force Majeure” of the Government of the Republic of Lithuania of 13 March 1997 or the regulatory legislation replacing it. In the event of force majeure, the **Parties** hereto shall, in accordance with the procedure laid down in

the legislation of the Republic of Lithuania, be exempted from liability for the non-performance, partial non-performance or improper performance of the obligations provided for herein, and the time limit for the performance of the obligations shall be extended.

12.2. The **Party** requesting exemption from liability shall notify the other **Party** of force majeure in writing immediately but no later than within 10 (ten) working days from the occurrence or discovery of existence of force majeure and provide evidence that it has taken all reasonable precautions and made all efforts to reduce costs or negative consequences, as well as communicate the possible time limit for the performance of the obligations. The notice shall also be required when grounds for the non-performance of the obligations cease to exist.

13. Termination of the Contract:

13.1. The Contract may be terminated:

13.1.1. by written agreement of the **Parties**;

13.1.2. If *force majeure* circumstances persist for a period exceeding 3 (three) months and the **Parties** have not executed any agreements to amend the Contract permitting the **Parties** to continue the performance of their contractual obligations. In this case any **Party** has a right to terminate the Contract unilaterally by a prior 7 (seven) days written notice to the other **Party**.

13.2. The **Purchaser** shall have the right terminate this Contract unilaterally due to a material breach hereof notifying the **Seller** in writing at least 7 (seven) days in advance. The following shall be deemed a material breach hereof:

13.2.1. The **Seller** is in delay to do the **Vehicle additional inspection** more than 60 (sixty) days after due terms indicated in Clause 5.2.2 of the Contract hereto;

13.2.2. The **Seller** fails to perform (or notifies of the inability to perform) the contractual obligations to do the **Vehicle additional inspection**;

13.2.3. The **Seller** increases the price of the **Vehicle additional inspection**.

13.2.4. **NOT USED.**

13.2.5. If it turns out that the **Seller** is unreliable and pose a threat to national security.

13.3. **The Purchaser** shall have the right to terminate the Contract unilaterally by notifying **the Seller** in writing at least 7 (seven) days in advance if **the Seller** is being wound up or it is applied to the court for bankruptcy or restructuring proceedings, or **the Seller** is the subject of bankruptcy or restructuring proceedings, or a decision on the initiation of out-of-court bankruptcy proceedings is adopted.

13.4. **NOT USED.**

13.5. On termination each **Party** shall promptly:

13.5.1. Return to the other **Party** all equipment, materials and property belonging to the other **Party** which had been supplied in connection with performance of obligations under this Contract;

13.5.2. On purpose to meet the requirements of Clause 18 the **Parties** shall:

13.5.2.1. Return to the other **Party** all documents and materials (and any copies) containing the other **Party's** Confidential information;

13.5.2.2. Erase all the other **Party's** Confidential information from its computer systems (to the extent possible);

13.5.3. On request, certify in writing to the other **Party** that it has complied with the requirements of this Clause 13.4.

14. Indemnity:

14.1. **Purchaser** agrees to indemnify and save harmless **Seller** and its parent corporation, subsidiaries and affiliates, and the officers, directors, shareholders, agents, employees and attorneys thereof, from any loss, claim, liability, penalty, fine, forfeiture, demand, cause of action, suit and cost and expenses incidental thereto (including cost of defense, settlement, court costs, reasonable attorneys' fees, expert witness and consultation fees), caused by, resulting from or arising out of the **Purchaser's** possession,

operation, control, use, delivery and return of the bought Vehicles, but excluding any costs and expenses arising in connection with **Seller's** willful misconduct or gross negligence or manufacture's product liability.

15. Dispute Settlement Procedure:

15.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

15.2. All disputes or disagreements arising between the **Parties** in relation to the Contract shall be solved by way of negotiations; if the **Parties** fail to solve the dispute, it shall be examined in accordance with the procedure established by the legal acts of the Republic of Lithuania at the courts of the Republic of Lithuania in respect of the domicile of the **Purchaser**.

16. Validity of the Contract:

16.1. The Contract shall take effect after the both **Parties** sign it.

16.2. The terms and conditions of the Contract may not be amended during the term of the Contract, except for the terms and conditions of the Contract which, if amended, would not constitute a breach of the principles according to conditions that are listed in Article 89 of Public Procurement Law of the Republic of Lithuania. Such amendments shall require the written consent of the both **Parties**.

16.3. If the **Parties** identify technical oversights, spelling mistakes (incorrect transfer of provisions from a proposal or the procurement terms and conditions, etc.), the persons responsible for the performance hereof or the details of the **Parties** hereto specified herein change during the validity hereof, the **Parties** hereto may revise the terms and conditions hereof by a written agreement without applying to the Public Procurement Office. Such revision of the terms and conditions hereof shall not be deemed to constitute amendments to the terms and conditions hereof.

16.4. Contract is valid for 6 months after the date of the contract signature.

17. Correspondence:

17.1. The notices in the English language delivered between the **Purchaser** and the **Seller** shall be executed in writing. The notices between the **Parties** can be sent by a regular post, e-mail or delivered in person. The notices shall be sent to the persons (hereinafter – the POC), addresses and numbers specified by the **Seller** and the **Purchaser** in Chapter 20 of the Contract. If the sender requires an acknowledgement of receipt, the sender shall indicate such a request in its notice. In case any deadline of reply to a written notice is established, the sender should include a request of acknowledgement of receipt of a written notice.

17.2. The **Parties** shall within 3 (three) business days notify one another in writing of the change in the contact details of the **Party** specified in Chapter 20 hereof. Either **Party** failing to notify of the change of its details in a timely manner shall not be entitled to file any claims in respect of any actions performed by the other **Party** following the details of the **Party** provided in this Contract.

18. Confidentiality and Data Protection:

18.1. The **Parties** shall ensure that the information communicated by one **Party** to another will be used for the purposes of the Contract exclusively and shall not be used in such a way that would inflict harm on the **Party** communicating the information.

18.2. The **Parties** shall ensure the confidentiality of all information known to them and/or entrusted to them throughout the validity of the Contract, upon expiry or termination hereof.

18.3. Unless otherwise provided for in the legal acts of the Republic of Lithuania, the **Seller** shall not use the information entrusted to it by the **Purchaser** either in its personal interest or in the interest of any **Third Parties** or disclose such information to **Third Parties** without a prior written agreement of the **Purchaser**.

18.4. The **Purchaser** is allowed to share the content of this Contract upon request of entitled by Law public institutions of the Republic of Lithuania without a prior written agreement of the **Seller**.

18.5. The **Parties** to the Contract shall ensure that only persons who are required to fulfill their obligations under the Contract will be acquainted with the processing of personal data under the Contract.

18.6. The personal data specified in the Contract and its annexes may not be transferred to **Third Parties**, except the subcontractors named by the **Seller**, which are used for the performance of the Contract and only in cases where it is necessary for the performance of the Contract or non-disclosure of such data would cause extreme difficulties in the performance of the Contract. If the Subcontractor is changed, a separate consent of the other **Party** for data transmission shall be obtained.

18.7. If during the performance of the Contract it becomes evident that personal data that are not discussed in the Terms of the Contract are processed, the **Parties** to the Contract shall immediately inform the other **Party** of such data and maintain the confidentiality of such data.

18.8. All personal data processed in order to fulfil the obligations under the Contract may be processed until the time when the obligations of the **Parties** under the Contract expire. Only personal data whose destruction would lead to unreasonably high time or financial costs or would be unreasonable for the purpose of using the result of the contract may be waived.

18.9. The **Parties** must take adequate technical and organizational measures to ensure the security and confidentiality of information. The **Parties** shall inform each other within one business day of any breach of personal data processed under the Contract. The infringement report must specify the nature of the infringement, the possible consequences of the infringement and the measures taken to remedy or mitigate the effects of the infringement.

18.10. The **Parties** shall not indemnify each other for the costs and losses incurred as a result of the fulfilment of personal data processing obligations under this Contract.

19. Final Provisions:

19.1. The Contract has been executed in English language in 2 (two) counterpart copies (for one to each **Party**).

19.2. This Contract has 2 Annexes which are the inseparable part of the Contract:

19.2.1. **Annex 1** – Technical Specification of **Vehicle additional inspection**, 1 pages;

19.2.2. **Annex 2** – Prices of the **Vehicle additional inspection**, 1 page;

19.3. Neither **Party** shall be entitled to assign its rights and obligations under the Contract to any **Third Party** without a prior written consent of the other **Party**.

19.4. The **Parties** hereby confirm that when entering into the present Contract they did not exceed or breach their competence (articles of association, regulations, statute, any resolution, decision, order of the managing body of the **Party** (owner, incorporator or other competent entity), any binding legal act (including local, individual), transaction, court decision (ruling, judgment), etc.).

20. Legal Addresses of the Parties:

20.1 The Purchaser: Lithuanian Air Force,s Air Base Registry Code 300058177 Address: Lakūnu st. 3, LT-77103 Šiauliai Tel.: (+370 41) 592 144 Fax: (+370 41) 592 192 Payer: Armed Forces of the Republic of Lithuania Code: 188732677	20.2 The Seller: Global Ground Support, LLC 540 E. Hwy 56, Olathe, Kansas USA 66061 Office Phone: +1-913-747-3964 United States of America. <u>Bank details</u> Receiving bank: Dubuque Bank and Trust Company-Dubuque Iowa. SWIFT: DUBTUS44. Beneficiary Name: Minnesota Bank & Trust
---	---

February 3, 2022, No. SK-7
 Contract for the PURCHASE
 AND SALE
 Annex No. 1

TECHNICAL SPECIFICATION OF VEHICLE ADDITIONAL INSPECTION

1. General description:

Repair services (with replacement of parts) are intended to replace damaged parts and perform detailed diagnostics for de-icing vehicle GLOBAL ER_2875.

2. Mandatory requirements:

2.1. The repair of the vehicle must comply with the technical requirements of the factory manufacturer. The Services will have to be provided by the Supplier's capabilities and facilities at the Buyer's location.

2.2. The provider must perform vehicle diagnostics and repairs and replace defective parts with new ones. Diagnostics should include any special tests that are necessary to determine possible damage. Spare parts must be new, of good quality.

3. List of replacement parts:

ITEM	PART #	DESCRIPTION	QTY
1.	789-05250	HOUSING BASE SENSOR MGT	1
2.	789-05264	HOUSEING COVER SENSOR MGT	1
3.	400-25584	INCLINOMETER W/CABLE MOD BA3/BA4	1
4.	400-25582	INCLINOMETER W/CABLE MOD BA1/BA2	1
5.	789-05249	BRACKET LENGTH SENSOR REEL	2
6.	400-23586	SENSOR LENGTH CABLE REEL PAT	2
7.	400-09354	BODY WORK LIGHT	1
8.	400-09373	STABILIZER FLOOD LIGHT	1

On behalf the PURCHASER

plk. Itn. Eligijus Rukšnaitis

Commander of the Air Base



On behalf the SELLER

Colleen M. Valentino

Global Ground Support LLC
 Vice President of Contracts and Legal
 Administration Ms. Colleen Valentino



February 3, 2022, No. SK-7
 Contract for the PURCHASE
 AND SALE
 Annex No. 2

PRICES OF OF VEHICLE ADDITIONAL INSPECTION

No.	Title	Quantity	Unit	Price for 1 psc., US dollars	Price total, US dollars, without VAT
1	2	3	4	5	6(3x5)
<u>1.</u>	<u>Additional Scope of Work, Reference quote # S1431 A – Inspection, reporting, repairs and testing due to transportation damage</u>	<u>1</u>	<u>Lot</u>	<u>\$31,987.40</u>	<u>\$31,987.40</u>
Total price of Vehicle additional inspection, US dollars, without VAT					<u>\$31,987.40</u> <u>thirty-one thousand nine hundred and eighty seven US dollars 40 cents</u>

On behalf the PURCHASER

plk. Itn. Eligijus Rukšnaitis

Commander of the Air Base



On behalf the SELLER

Colleen Valentino

Global Ground Support LLC
 Vice President of Contracts and Legal
 Administration Ms. Colleen Valentino

