I. CONTRACT FOR THE PURCHASE AND SALE OF SERVICES NO. KPS -

SPECIAL PART (hereinafter referred to as the "Contract")

2025-12-02 KPS-127
Šiauliai

The Lithuanian Armed Forces, legal entity code 188732677, Šv. Ignoto st 8, LT-01144 Vilnius represented by the Lithuanian Air Force Air Base commander LTC. Eligijus Rukšnaitis, acting in accordance with delagation of power by order of The Chief of Defence of the Republic of Lithuania V-1262 dated 27 of August 2025 (hereinafter referred to as **the Purchaser**), and HTP Traiding services s.r.o. , represented by Chief executive officer Mr. Petr Stegner, acting in accordance with power of attorney (hereinafter referred to as the Supplier), hereinafter in this contract for the purchase and sale of services referred to as the "**Parties**" and each individually as the "**Party**", acting in accordance with the Law on Public Procurement of the Republic of Lithuania have entered into the present contract for the purchase and sale of services, hereinafter referred to as the "Contract", and agreed upon the terms and conditions set forth hereunder.

1. The Object of the Contract. **The Supplier** shall provide and **the Purchaser** shall buy: **Mi-8T helicopter crews recurrent flight training course. (hereainafter referred to as the "Service" or the "Services")**
2. Service rates: **2.1.** Service rates are provided in Annex 1 "Service Pricing Table" to the Contract; **2.2.** Service pricing applicable with the procedure is set forth in Clause 2.2. and 2.4. of the General Part of the Contract. **2.3.** The maximum value of the contract is **69 000 Eur. The Purchaser is not obliged to pay for the course during the contract and after if the person has not been sent to course because of the lack of funding.**
3. Place, term and conditions for the delivery of Services. The Service will be provided at Supplier's location. Service periods will be arranged in advance based on mutual agreement between Parties.
4. Payment Procedure: **4.1.** Advance payment is not provided. **4.2.** The Supplier shall receive payment when the object of the Contract in conformity with the requirements established in the Contract and the annex(s) hereto is delivered to the Purchaser upon signing the Delivery-Acceptance Certificate by both Parties within 30 (thirty) days of signing the Delivery-Acceptance Certificate and receipt of the invoice. **4.3.** Payment basic – the invoice shall be sent by electronic means.
5. If the Supplier delays to provide the Services more than 3 days from service periods based on mutual agreement, **the Purchaser** shall be entitled to terminate the Contract in accordance with the procedure established in the General Part of the Contract.
6. The quality of the Service shall meet the specification in the Annex 2. After completion of course program for person **the Supplier** should give the course completion certificate.
7. Warranty period for the Services (goods/works) provided by the Supplier - not applicable.
8. Obligation fulfilment control – not applicable.

9. Other Provisions:

9.1. The value of liquidated damages specified in Clause 11.2 of the General Part of the Contract shall be 7 (seven) % of the Contract price.

9.2. The value of liquidated damages specified in Clause 11.3 of the General Part of the Contract shall be 1000 Eur (thousand Eur 00 cents).

9.3. The value of liquidated damages specified in Clause 11.1 of the General Part of the Contract shall be 0,1 % of the Contract price.

9.4. Force majeure period – 30 days specified in Clause 9.1.2 of the General Part of the Contract

9.5. Supplier Point of Contact –

9.6. Purchaser Point of Contact –

9.7. The Purchaser shall appoint the person responsible for the execution of the Contract and provided Services, work carried out quality control

9.8. Annexes to the Contract:

9.8.1. Annex 1 "Services Pricing Table".

9.8.2. Annex 2 "Mi-8t helicopter crews recurrent flight training technical specification".

9.9. The Purchaser has rights to Change service period upon mutual agreement of the Parties.

9.10. The Supplier will provide the Service in English language.

10. The validity of the Contract

10.1. The Agreement is valid for 8 months after coming into force, and, from the point of view of financial and warranty obligations, it is valid until the full performance of the obligations.

10.2. No provisions for the extension of the validity period of the Contract exist.

11. Purchaser's Details.

Armed Forces of the Republic of Lithuania,
Code: 188732677
Address: Sv. Ignoto 8, LT-01144 Vilnius
Tel.: (+370 41) 592 144
Fax: (+370 41) 592 192

Payer:

Armed Forces of the Republic of Lithuania
Code: 188732677
VAT payer's code: LT887326716
Address: Sv. Ignoto 8, LT-01144 Vilnius
Account number: LT62 40400 63610 001175
Financial institution: Ministry of Finance of the Republic of Lithuania
SWIFT kodas - MFRLLT22XXX
POC:

12. Supplier's Details.

HTP Traiding services s.r.o.,
Adrress: Vojenska 125, Post code 739 23, Stara Ves nad Ondrejnici, Czech Republic.
Registration code: 29396425
VAT No – CZ29396425
IBAN: CZ17 0600 0000 0002 5419 9849
Moneta Money Bank, a.s.

PURCHASER

SUPPLIER
For and on Behalf of

II. CONTRACT FOR THE PURCHASE AND SALE OF SERVICES

GENERAL PART

1. Definitions

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

1.1.1. Contract shall mean the General Part and the Special Part of this Contract for the Purchase and Sale of Services and the annexes to the Contract for the purchase and sale of services.

1.1.2. Parties shall mean the **Purchaser** and the **Supplier**:

1.1.2.1. **Purchaser** shall mean the Party with the details specified in the Contract which purchases the Services under the terms and conditions laid down in this Contract;

1.1.2.2. **Supplier** shall mean the Party with the details specified in the Contract which provides the Services under the terms and conditions laid down in this Contract.

1.1.3. **Recipient** – the Purchaser's branch specified in the Special Part of the Contract or in the Annex to the Contract to which the services are delivered.

1.1.4. Third Party shall mean any natural person or legal entity (including the state, public authorities, municipality, municipal authorities), which is not a party to this Contract.

1.1.5. Licences shall mean all the licences, patents and/or permits required for the performance of the Contract.

1.1.6. Object of the Contract shall mean the services and the goods, corresponding to the requirements indicated by the Purchaser and relating to the provision thereof agreed by the Parties in the Special Part of the Contract.

1.1.7. Liquidated Damages shall mean an undisputable amount established in the Contract or calculated under the procedure set forth in the Contract which the **Supplier** undertakes to pay to the **Purchaser** in the event of non-performance or improper performance of the obligation.

1.1.8. Rules of Marketing shall mean the price determined in the Contract or the rules of calculation and correction of the contract price.

1.1.9. Goods shall mean the goods used in the provision of services, purchased along with services or produced in the provision of services.

1.1.10. Consignment of Goods shall mean the quantity of goods delivered at one time.

1.1.11. Lot of Goods shall mean consignments of goods manufactured from the same lot of material.

1.1.12. Lot of Materials shall mean a certain amount of material produced from the same raw materials obtained from the same **Supplier** following the same technology and under the same terms and conditions. Conformity assessment certificate or certificate of conformity shall be considered a proof of the quality of a lot of material concerned.

1.2. Minimal losses agreed by the Parties in advance shall be calculated from the day following the date of this Contract liabilities settlement term and shall be finished to calculate after the Party fulfils its obligations (the last date of estimations shall be the obligations fulfilment date).

1.3. The headings of the parts and articles of the Contract are for convenience only and may only be used in the interpretation of the Contract as an additional tool.

1.4. Unless otherwise set out in the Contract, the duration and other terms of the Contract shall be calculated in calendar days.

1.5. Should the payment term or term of fulfillment of obligations coincide with public holidays and days-off in the Republic of Lithuania, the payment term and term of fulfillment of obligations under the Contract shall be the following workday.

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

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

2. Contract Price/Rates/Rules of Marketing

2.1. Contract price/rates shall mean the amount that the **Purchaser** undertakes to pay to the **Supplier** in accordance with the procedure and terms stipulated in the Contract.

2.2. Contract price/rates are stable and shall not be changed throughout the validity period of the Contract, unless the VAT rate applicable to the services and the goods related to the provision thereof changes after signing the Contract. The recalculated price/rates shall be executed by a written agreement of the Parties and applicable to those services and the goods relating to the provision thereof which will be provided after the day of entry into force of such agreement signed by the Parties.

2.3. The rates of services shall be changed in accordance with the rules of marketing established in the annex to the Contract. The recalculated price/rates shall be executed by a written agreement of the Parties and applicable to those services and the goods relating to the provision thereof which will be provided after the day of entry into force of such agreement signed by the Parties (*if the Special Part provides for such a condition).*

2.4. The Contract price shall include the price of services, all costs and taxes relating to the provision of services. The rates of services shall include all costs and taxes relating to the provision of services (*applicable if the Contract does not provide for the Contract Price*). The **Supplier** shall count all costs relating to the provision of services into the Contract price/rates of services, including but not limited to:

2.4.1. Costs of logistics (transportation);

2.4.2. Packing, loading, transit, unloading, unpacking, check-up, insurance and other costs relating to the provision of services;

2.4.3. All costs relating to the issue and provision of the documents required by the **Purchaser**;

2.4.4. Costs relating to the purchase or rent of the means, tools, equipment and technical devices required for the provision of services, as well as the maintenance costs of the afore-mentioned equipment and technical devices;

2.4.5. Costs of providing the use & maintenance guides stipulated in the Technical Specification;

2.4.6. Warranty repair costs.

2.5. The risk of foreign currency fluctuations and changes in manufacturers' prices shall be assumed by the **Supplier**.

2.6. The Purchaser and **the Supplier** may conclude a tripartite direct settlement agreement with the sub-supplier(s) referred to in the Special Part of the Contract, in which, to the extent and under conditions agreed between the Parties and the sub-supplier, **the Supplier** transfers the right to the sub-supplier to demand payment of the agreed part of the Contract price. The transfer of the right of claim to the sub-supplier without the conclusion of a direct settlement agreement shall not be valid.

2.7. The sub-supplier shall notify **the Purchaser** in writing that it wishes to conclude a direct settlement agreement in order to receive payment under the Contract directly to it. Together with the request for a direct settlement agreement, the sub-supplier shall submit:

2.7.1. The main terms of a direct settlement agreement are specified in point 2.8 of the General Part of the Contract.

2.7.2. Confirmation by **the Supplier** that it agrees to conclude a direct settlement agreement under the terms proposed by the sub-supplier.

2.7.3. Documents proving that there are no grounds referred to in Article 46 (1) of the Law on Public Procurement.

2.8. A direct settlement agreement shall establish the part of the Contract price those right to claim is transferred to the sub-supplier. It shall also establish the payment procedure, which shall comply with the procedure established in the Special Part of the Contract, the sub-supplier's duty to provide invoices only in agreement with **the Supplier** and upon the submission of the written evidence on such agreement, the obligation of the Parties and the sub-supplier to notify each other about the changes in the particulars, in payment execution procedure in the event of a dispute between **the Supplier** and the sub-supplier, and additional assurance of the enforcement of obligations (applied only in the event advance payments are planned).

2.9. A direct settlement agreement must be concluded no later than the date from which the payment obligation arises in accordance with point 4.1 of the General Part of the Contract.
2.10. A direct settlement with the sub-supplier shall not release **the Supplier** from its obligations under the Contract. The rights, duties and other obligations of **the Supplier** under the Contract not related to the claim to pay the Contract price cannot be transferred to the sub-supplier.
2.11. **The Purchaser** shall have the right to express to the sub-supplier any objections, which **the Purchaser** was entitled to express to **the Supplier** prior to the transfer of the right of claim.
2.12. In the event of a dispute between **the Supplier** and the sub-supplier regarding the settlement or arrangements provided for in the direct settlement agreement, all payment obligations shall be directed to **the Supplier**. If the claim of the sub-supplier (invoice or another document) is not agreed with **the Supplier**, it will be considered that there is a dispute between **the Supplier** and the sub-supplier.
2.13. All payment documents of the Procurement Contract must be submitted using the means of the information system "E.sąskaita" (E-invoice). Changes in the legislative provisions on the submission of payment documents via the information system "E.sąskaita" (E-invoice), the legal regulation in force at the time shall apply accordingly.

3. Terms and Conditions of the Provision of Services
3.1. The services shall be provided in accordance with the terms and procedure provided for in the Special Part of the Contract (or the annex(s) to the Contract).
3.2. The **Supplier** shall provide the services at its own risk without any additional payment. The services duly provided shall be handed over and accepted upon signing the Delivery and Acceptance Certificate by both Parties which shall only be signed in case the services are provided in a quality manner and comply with the requirements set forth in the Contract and the annex(s) hereto (*if signed*). If the provided services are qualitative and corresponds to the requirements stated in the Contract and annex(s) hereto (*if signed*) the Delivery and Acceptance Certificate shall be signed within 30 days.

4. Terms and Conditions of Payment
4.1. The **Supplier** shall be paid when the object of the Contract in conformity with the requirements established in the Contract and the annex(s) hereto is handed over to the **Purchaser** upon signing the Delivery and Acceptance Certificate by both Parties (*if signed*) within 30 (thirty) days of signing the Delivery and Acceptance Certificate (*if signed*) and receipt of the invoice (the invoice shall be also sent by electronic means). If another payment terms are determined they shall be indicated in the Special Part of the Contract. Should the **Purchaser** delay to make payment(s) within the time framework specified herein, the **Purchaser** at the request of the **Supplier** (no later than within 30 (thirty) days from the receipt of the request) shall pay (to the **Supplier**) default interest in accordance with the Republic of Lithuania Law on the Prevention of Late Payments in Commercial Transactions.
4.2. Where the **Purchaser** shall make advance payment indicated in the Special Part of the Contract, the **Supplier** shall undertake to submit a bank guarantee or security bond from an insurance company for advance payment for the amount of the advance payment paid by the **Purchaser** (the guarantee shall be valid 2 (two) months longer than the term for the provision of services) and an invoice for advance payment within 5 (five) business days of receipt of the notice. The **Supplier** shall also submit a confirmation from an insurance company (a document proving the payment, etc.) that the surety bond is valid and in effect (*in case where the fulfilment of the contract is secured by a surety bond).*
4.3. Record certifying that the guarantor shall irrevocably and unconditionally undertake to pay the **Purchaser** an amount not exceeding the amount indicated in the bank guarantee/ security bond by transferring the money to the **Purchaser's** account within 14 (fourteen) days after receipt of written notice from the **Purchaser,** confirming termination of the Contract, shall be written in the bank guarantee or in the security bond.
4.4. It cannot be stated that the guarantor is liable only for compensation of direct damages. Any terms or conditions which would oblige the **Purchaser** to prove the guarantee or surety bond issuing company that the Contract with the **Supplier** was terminated legally or otherwise shall allow the

guarantee or surety bond issuing company not to pay (or delay payment) the amount secured by the guarantee or surety bond, cannot be specified.
4.5. Advance payment bank guarantee or insurance company surety bond not corresponding to the requirements stated in the Articles 4.2-4.4 of the General Part of the Contract shall not be accepted. In this case, it will be assumed that the **Supplier** failed to provide an advance payment bank guarantee or surety bond from the insurance company Article 4.1 of the Contract shall be applied.
4.6. The **Purchaser** shall pay the advance payment within 10 (ten) days from receipt of a bank guarantee for advance payment or surety bond from the insurance company and an invoice for advance payment (*if the Special Part indicates that it shall be paid).*
4.7. The parties shall have the right to conclude additional agreements on the reduction of the advance payment in the amount specified in the bank guarantee or the surety bond of an insurance company, in case where the **Supplier** fulfils part of obligations in an appropriate manner.

5. Quality of Services
5.1. The services shall comply with the requirements set forth in the Contract and the annex(s) hereto.
5.2. Should the **Purchaser** upon the inspection of the quality of the provision of services during the period of the provision of services identify any defects in the provision of services or the fact of delay of the provision of services, the failure to provide the services or the breach of other contractual obligations, the inspection report shall be issued and signed by the authorised representatives of the **Purchaser** and the **Supplier,** and the **Supplier** shall be subject to contractual liability (should the **Supplier's** representative refuse to do it, the inspection report shall be signed by the **Purchaser's** representative only).
5.3. If a conflict over the quality of services and their compliance with the requirements stated in the Contract and annex(s) hereto cannot be resolved by mutual agreement of the Parties, the Parties shall reserve the right to invite independent experts. All costs relating to the work of experts shall be borne by the non-prevailing Party.
5.4. The **Supplier** shall ensure the required conditions for the **Purchaser's** representative to carry out the quality control of the provision of services in the process of production, inspect auxiliary materials and raw materials, as well as their primary purchase documents.
5.5. In case the non-conformity of the goods which are the outcome of the provision of services with the requirements established in the Contract and the annex(s) hereto is identified at the time of acceptance thereof, the **Supplier's** representatives shall be invited and the certificate shall be issued in their presence, the goods shall not be accepted and the **Supplier** shall be subject to contractual liability (in this case the contractual liability shall apply if the term for the delivery of goods has already expired) (*applicable if the goods handed over/sold in the performance of the contract of services are directly related with the object of the contract*).

6. Quality Guarantee [1]
6.1. The quality guarantee period shall be specified in the Special Part of the Contract (or the annex hereto).
6.2. During the period of warranty of quality/period of fitness for use, **the Supplier** shall, within the time limit set in the Special Part hereof and at its own expense, replace the defective good by another analogous one which could be used during the period of elimination of defects in the goods purchased hereunder and that comply with the requirements set herein and in the annex(es) hereto *(if the Special Part states that this provision applies).*
6.3. The **Supplier** shall within the term specified in the Special Part of the Contract during the quality guarantee period remove the defects of the goods at its own cost or, if the defects cannot be removed, replace the defective good with a new good in conformity with the requirements set out in the Contract or the annex(s) hereto at its own cost (*if the Special Part provided for such a condition*).

[1] The quality guarantee period shall be specified where the goods handed over/sold in the performance of the contract for the purchase and sale of services are directly related with the object of the contract.

6.4. The **Supplier** shall be notified of any defects of the goods identified during the quality guarantee period in writing (by fax or mail). Quality claims shall be accepted throughout the quality guarantee period.
6.5. The quality guarantee period for the defects removed by the **Supplier** shall be calculated as of the day of signing the Delivery and Acceptance Certificate for the defects of the goods removed.
6.6. If the goods are replaced with new goods, the new goods shall have the same warranty period indicated in the Special Part hereof which shall begin from the date of signing of the delivery and acceptance certificate for the new goods.
6.7. The quality guarantee period specified in the Special Part of the Contract (or the annex hereto) shall not be applied if the **Supplier** is able to prove that the defects of the goods originated due to incorrect or improper conduct of the **Purchaser** or the third parties, or force majeure.

7. Force Majeure
7.1. The Party shall be released from responsibility for the non-performance of any contractual obligations if it can prove that such non-performance was due to unusual circumstances which the Parties could not control or reasonably foresee or prevent the occurrence of such circumstances or the consequences thereof. For the purposes of this Contract, force majeure shall be considered to be the circumstances defined 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 Government of the Republic of Lithuania Resolution No. 840 of 15 July 1996. In identifying force majeure circumstances, the Parties shall follow Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the Approval of the Procedure of the Issue of Certificates Testifying the Presence of *Force Majeure* Circumstances" or the regulatory legal acts replacing it. In the presence of force majeure circumstances, the Parties shall be exempted from liability for the non-performance of the contractual obligations, partial non-performance or improper performance thereof in accordance with the procedure established in the legal acts of the Republic of Lithuania, and the term for the performance of obligations shall be extended.
7.2. The Party requesting a release from liability shall notify the other Party of the force majeure circumstances in writing immediately but no later than within 10 (ten) working days of the day of the occurrence or discovery of existence of such circumstances by providing evidence to all reasonable precautions taken by it and to every possible effort made by it to reduce the costs or negative consequences, as well as communicate the expected term for the performance of obligations. The notice shall be also required upon the expiry of the grounds for the non-performance of obligations.

8. Codification
8.1. The **Supplier** shall within 5 (five) days of entry into force of the Contract deliver to the National Codification Bureau of the Material Management Centre of the Material Resources Department of the Lithuanian Armed Forces at the address Savanorių pr. 8, LT-03116 Vilnius (information is provided by the telephone 8 5 2 785 252) a copy of the signed Contract accompanied by the information necessary for the identification of the purchased goods relating to the provision of services in accordance with the forms "List of Tangibles to be Codified" and "Information about the Manufacturer and the Supplier" provided in the annex hereto. The **Supplier** shall provide the completed and signed forms in electronic or paper form *(if the Special Part provides for such a condition*).
8.2. At the **Purchaser's** request, the **Supplier** shall within 5 (five) days submit the additional technical documentation required for codification free of charge (e.g. technical characteristics, drawings, photographs, catalogues, references, etc.).

9. Termination of the Contract
9.1. The Contract may be terminated:
9.1.1. By written agreement of the Parties;
9.1.2. If force majeure circumstances persist for a longer period than the number of days indicated in the Special Part of the Contract (depending on the specific characteristics of performance of the

Contract a particular period from 14 till 60 days may be indicated in the Special Part of the Contract) and the Parties have not executed any agreements to amend the Contract permitting the Parties to continue the performance of their contractual obligations, either Party to the Contract can terminate the Contract unilaterally by notifying the other party in writing no later than 7 (seven) days before.
9.2. **The Purchaser** shall have the right to terminate the Contract unilaterally by notifying the **Supplier** in writing at least 7 (seven) days (*unless any other timeframe is insicated in the Special Part of the Contract)* in advance for the reason of material violation of the Contract. A material violation of the Contract shall be deemed the cases, where:
9.2.1. The **Supplier** fails to initiate the provision of services by the term specified in the Special Part of the Contract;
9.2.2. The **Supplier** is in delay to provide (or informs that will not provide) the services by the term(s) specified in the Special Part of the Contract;
9.2.3. The **Supplier** increases the prices/rates of services, except for the case set forth in Article 2.2 of the General Part of the Contract;
9.2.4. The **Supplier** fails to comply with or improperly complies with the quality guarantee obligations set forth in Clause 6 of the General Part of the Contract;
9.2.5. The **Supplier** fails to perform the obligation laid down in Article 12.4 of the General Part of the Contract (*in case the performance of the contract will be secured by a surety bond or a bank guarantee*);
9.2.6. The quality of the services provided by the **Supplier** does not comply with the requirements set forth in the Contract or the annex(s) hereto, and the **Supplier** fails to eliminate the defects of the services provided in accordance with the procedure established in the Special Part of the Contract;
9.2.7. The **Supplier** fails to provide a bank guarantee for advance payment valid for a period not shorter than the period specified in Article 4.2. of the General Part of the Contract in due time (*if the terms and conditions of the contract provide for the advance payment*).
9.2.8. during the validity period of the Contact, the **Supplier** is included in the List of Non-Reliabile Suppliers;
9.2.9. should it be discovered that the **Supplier** is not reliabile and poses threat to the national security;
9.2.10. During the performance of the Contract, the circumstances provided for in Article 46 (1) of the Law on Public Procurement/Article 34 (1) of the Law on Public Procurement in the Field of Defence and Security become apparent;
9.2.11. During the performance of the Contract, it appears that the Contract was modified in violation of Article 89 of the Law on Public Procurement/Article 53 of the Law on Public Procurement in the Field of Defence and Security.
9.3. The **Purchaser**, no later than 7 (seven) days in advance (if other time limit is not specified in the Special Part of the Contract) by notifying the **Supplier** in writing, has the right to unilaterally terminate the Contract if the **Supplier** is in liquidation or in court for the opening of bankruptcy or restructuring proceedings, or has been the subject of bankruptcy or restructuring proceedings, or of a decision to initiate out-of-court bankruptcy proceedings has been made
9.4. Upon termination of the Contract, the **Supplier** shall within 10 (ten) days of termination of the Contract return the advance payment paid for the services that were not provided to the **Purchaser** (if the advance payment was paid).

10. Dispute Settlement Procedure

10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.
10.2. 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** (or if the Purchaser is the unit of the Lithuanian Armed Forces - "according to a legal person's - the Lithuanian Armed Forces").

11. Liability

11.1. If the **Supplier** fails to deliver the goods within the time limit indicated in the Special Part hereof, the **Supplier** shall pay to the **Purchaser** the liquidated damages of 0.05 – 0.2% (the specific rate is indicated in the Special Part of the Contract) of the price of the non-delivered goods excl. VAT for each day/hour of delay (*application depends on how the time limit for the obligation is calculated in the Special Part hereof*), payment of which shall not release the **Supplier** from the obligation to cover all the losses incurred by the **Purchaser** due to the non-performance or improper performance hereof by the **Supplier**. The **Supplier** shall pay the liquidated damages within the time limit specified in the invoice or the claim.

11.2. Upon termination of the Contract due to the reasons specified in points 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6, 9.2.7, 9.3 of the General Part of the Contract or due to other reasons specified in the Special Part of the Contract, the **Supplier** within 14 (fourteen) days (calculated from the date of the Contract termination) shall pay the **Purchaser** not less than 5–7 % of the Contract price, excluding VAT (or the total tender price excluding VAT, or the total order price excluding VAT) (a particular percentage or a particular amount shall be specified in the Special Part of the Contract), which shall be considered as the minimum losses agreed by the Parties in advance, but not more than the price excluding VAT of the outstanding obligations under the Contract. Payment of the minimum losses agreed by the Parties in advance shall not exempt the **Supplier** from the obligation to compensate for any losses incurred by the **Purchaser** in the event of failure or improper performance of the Contract by the **Supplier**. The **Supplier** undertakes to pay the minimum losses agreed by the Parties in advance no later than within the time limit specified in the invoice or claim.
11.3. If the services were not provided, their provision was in delay or the services were provided in low quality and there is no possibility to provide the services or to eliminate the defects in the provision of services, the **Supplier** shall be liable to pay to the **Purchaser** the amount of the liquidated damages agreed by the Parties in advance and specified in the Special Part hereof for each failure to provide or defective provision of the services set out in the annex hereto. The payment of the liquidated damages agreed by the Parties in advance shall not release the **Supplier** from the obligation to cover all the losses incurred by the **Purchaser** due to the non-performance or improper performance of the Contract by the **Supplier**. The **Supplier** undertakes to pay the liquidated damages agreed by the Parties in advance no later than within the term specified in the invoice or the claim.
11.4. Other cases of application of contractual liability to the **Supplier** are specified in the Special Part hereof.
11.5. In accordance with Article 6.253 (1 and 3) of the Civil Code of the Republic of Lithuania, the delay in financing from the budget is a condition fully exempting the **Purchaser** from civil liability and the payment of interest for late payment.

12. Validity of the Contract
12.1. The Contract shall take effect from the signature of both Parties and submission of the Contract performance guarantee of a bank or the security bond of an insurance company (*this condition shall apply if the performance of the Contract is secured by a security bond or a bank guarantee*) by the **Supplier** to the **Purchaser** which guarantees the payment of the amount indicated in Article 11.2 of the General Part hereof (if the **Purchaser** terminates the Contract on any grounds listed in Clauses 9.2.1 – 9.2.7, 9.3 or for any other reasons indicated in the Special Part of the Contract). The guarantee or the security bond indicating that the guarantor or the surety is liable only for indemnification of direct damages shall not be accepted as the guarantor or the surety must undertake to indemnify the specific Contract performance amount indicated in Article 11.2 hereof) (*in case the contract performance will be secured by a security bond or a bank guarantee*).
12.2. The guarantor/surety shall irrevocably and unconditionally undertake to perform the duty and pay the amount undertaken by transferring the amount to the account of the **Purchaser** within 14 (fourteen) days of a written notice confirming the termination of the Contract at the **Supplier's** fault on the grounds provided for in the Contract (*in case the performance of the contract will be secured by a security bond or a bank guarantee*).

12.3. The **Supplier** within 5 (five) working days of signing the Contract shall submit the Contract Performance Guarantee of a bank or the security bond of an insurance company specified in Clause 12.1 of the General Part hereof which shall be valid two months longer than the term of the provision of services or Contract validity period. The **Supplier** shall also submit a confirmation from an insurance company (a document proving the payment, etc.) that the surety bond is valid (*if the performance of the Contract is to be ensured by a surety bond*). Payment of the amount specified in the Contract Performance Guarantee of a bank or the security bond of an insurance company shall not be deemed to constitute full compensation of damages incurred by the **Purchaser** and shall not release the **Supplier** from the obligation to cover such damages in full (*in case the performance of the contract will be secured by a security bond or a bank guarantee*).
12.4. If the legal entity which has issued the Contract Performance Guarantee (a bank or an insurance company) is unable to perform its obligations (suspension of activities, declared moratorium, etc.) in the period of validity of the Contract, the **Supplier** shall within 10 (ten) days provide a new Contract performance guarantee under the same terms and conditions. If the **Supplier** fails to provide a new Contract Performance Guarantee, the **Purchaser** shall have the right to terminate the Contract under the procedure stipulated in Article 9.2.5 of the General Part hereof.
12.5. The Contract Performance Guarantee shall be returned within 10 (ten) days of expiry of the performance guarantee upon a written request of the **Supplier** (*in case the performance of the contract will be secured by a security bond or a bank guarantee*).
12.6. The provisions of the Contract may not be amended during the validity term of the Procurement Contract, except for the provisions of the Contract which, if amended, would not constitute a breach of the principles and objectives stipulated in Article 3 of the Law on Public Procurement/Article 6 of the Law on Public Procurement in the Field of Defence and Security of the Republic of Lithuania and provided that such amendments to the provisions of the Contract have been authorised by the Public Procurement Office *(when it is obligatory to receive such approval pursuant to laws)*. Correction of the provisions of the Contract under the circumstances provided for herein, if such circumstances are clearly and unequivocally defined and stated in the Terms and Conditions of Tender, shall not be deemed to constitute amendments to the provisions of the Contract.
12.7. Should the Parties identify technical oversights or spelling mistakes (false transfer of provisions from a tender or the procurement terms and conditions, etc.), the persons responsible for the performance of the Contract or the details of the Parties specified herein change during the period of validity of the Contract, the Parties may by a written agreement correct the provisions of the Contract without applying to the Public Procurement Office. Such correction of the provisions of the Contract shall not be considered a change of the provisions of the Contract.
12.8. The Contract may be extended under the terms and conditions laid down in the Special Part hereof. Where necessary, **the Purchaser** shall have the right to purchase the services not listed in the Contract and its annexes but relating to the object of the procurement up to 10% of the maximum Contract price/Total tender price referred to in point 2 of the Special Part of the Contract. Services not covered by the Contract and its annex (s), but relating to the object of the procurement, may be supplied by **the Supplier** only at the prices which are valid at the place of sale, in the catalogue or on the website of **the Supplier** at the date of the order or, where such prices are not published, at the prices offered by **the Supplier**, which are competitive and conform the market. Where there is a need for the purchase of services not covered by the Contract and its annex (s) but relating to the object of the procurement, **the Purchaser** and **the Supplier** shall conclude an additional written agreement, the terms of which shall be analogous to the terms of the Contract, adapting them accordingly to the newly purchased services (*if such provision specified in the Special Part of the Contract applies*).
12.10. The termination of the Contract provided for in the Special Part of the Contract shall not mean the termination of the obligations of the Parties under the Contract and shall not exempt the Parties from civil liability for the breach of the Contract.

13. Correspondence

13.1. The notices in the Lithuanian/English languages (*applicable where the contract is executed in English*) delivered between the **Purchaser** and the **Supplier** shall be executed in writing. The

notices between the Parties shall be sent by mail, e-mail, fax or delivered in person. The notices shall be sent to the addresses and numbers specified in the details of the Parties in the Special Part hereof. 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.
13.2. 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 the Special Part 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.

14. Confidentiality
14.1. 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.
14.2. 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.
14.3. Unless otherwise provided for in the legal acts of the Republic of Lithuania, the **Supplier** shall not use the information entrusted by the **Purchaser** either in its personal interest or in the interest of any third parties or disclose such information to other parties without a prior written agreement of the **Purchaser.**
14.4. Personal data (names, surnames, position, e-mail and phone number) specified in the Contract and its annexes can only be used to identify the Parties or **the Recipient** responsible for the performance of the Contract and to communicate on the issues related to the performance of the Contract. If any additional personal data are processed during the performance of the Contract, these data and the purpose of their processing shall be specified in point 9 of the Special Part of the Contract.
14.5. The Parties to the Contract shall ensure that the processing of personal data during the performance of the Contract shall be available only to those persons who are required to do so in the performance of their obligations under the Contract.
14.6. The Contract and its annexes referred to personal data without the other Party's consent may not be transferred to third parties, other than sub-suppliers indicated by **the Supplier,** and **the Recipient** (if such is specified) that is used for the performance of the Contract and only in those cases where it is necessary for the performance of the Contract or such a data omission would cause very serious difficulties in the execution of the Contract. If the sub-supplier is replaced in accordance with the procedure provided for in the Special Part of the Contract, the other Party's consent for data transfer must be obtained.
14.7. If, during the performance of the Contract, it appears that personal data which are not discussed in the terms of the Contract are being processed, the Parties to the Contract shall immediately inform the other Party concerning such data and maintain the confidentiality of those data. Where personal data not provided for in the Contract are processed, point 9 of the Special Part of the Contract shall be filled in.
14.8. All personal data processed for the purpose of fulfilling contractual obligations may be processed until the end of the obligations of the Parties under the Contract. Only personal data the destruction of which would entail unreasonably much time or financial costs or would not be justified for the purposes of using the result of the Contract may not be destructed.
14.9. The Parties shall take appropriate technical and organisational measures to ensure security and confidentiality of information. The Parties shall inform each other within 1 (one) working day of any breach of personal data processed under the Contract. A notice about the infringement shall 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.
14.10. The Parties shall not reimburse each other for costs and losses incurred as a result of fulfilling their personal data processing obligations under this Contract.

14.11. In breach of the obligation laid down in point 14.3 of the General Part of the Contract, **the Supplier** shall pay to **the Purchaser** 10% of the amount of the maximum Contract value/Tender price excluding VAT, which is considered as the minimum losses agreed by the Parties in advance and to compensate any other losses resulting from such infringement.

15. Final Provisions

15.1. The Contract has been executed in the Lithuanian/English/Lithuanian and the English languages in two/four counterpart copies (one/two copies to each Party) (*depending on the languages in which the contract will be executed*). Both texts are equally authentic and legally binding. In the event of any discrepancies between the texts in the Lithuanian and English languages, the text in English shall prevail (applicable where the contract is concluded *with a foreign seller in English and Lithuanian languages*).

15.2. The Contract is constituted of the General Part and the Special Part, as well as the annex(s) hereto. All annexes to this Contract shall constitute an integral part hereof.

15.3. 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.

15.4. Unless otherwise provided in the Special Part of the Contract the **Supplier** shall pay the **Purchaser** the minimum losses agreed upon by the Parties in advance to an extent of 5 percent of the of the contract/tender price for breach of obligation stated in the Article 15.3 of the Contract..

15.5. The **Supplier** warrants that it has all licences required for the performance of the Contract. The **Supplier** shall cover the **Purchaser**'s losses in case any claims are put forward to the **Purchaser** or proceedings brought regarding the violations related to the patents or licences concerning the Contract or committed in the period of performance of the Contract.

15.6. 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, judgement), etc.).

15.7. The implementation of the Contract may be interpreted by written agreement between the Parties without modifying the provisions of the Contract.

15.8. The name of the subsupplier(s)/subproviders(s), the share of contractual obligations funfilled by them are specified in the Special Part of the Contract.

15.9. Replacement of the subsupplier(s)/ subprovider(s) established in the Contract by any other subsupplier(s)/ subprovider(s) shall be formalised by a written amendment to the Contract (*applicable where the Seller is planning to employ them*).

15.10. The person/persons appointed by the **Supplier** who act on behalf of the **Supplier**, accept and approve the orders placed by the **Purchaser**, are responsible for the quality of the services provided, participate in the meetings with the **Purchaser** and carry out other actions required for the proper performance of the Contract are specified in the Special Part hereof.

15.11. The person/persons appointed by the **Purchaser** who act on behalf of the **Purchaser,** place orders to the **Supplier**, participate in the meetings with the **Supplier** and carry out other actions necessary for the proper performance of the Contract are specified in the Special Part hereof.

PURCHASER	**SUPPLIER**
For and on Behalf of LAF	For and on Behalf of
Lithuanian Air Force	HTP Trading services s.r.o.
Aviation base/comm...	Chief Executive Officer

L.S.

Annex 1
to the Contract No KPS-127
of 02-12-2025

SERVICES PRICING TABLE

No.	Name of request	Price for one person EUR (VAT excluded/ included)
1.	Mi-8T helicopter crews recurrent flight training course	3 200 EUR VAT excluded

PURCHASER
For and on Behalf of LAF

Lithuanian Air Force
Aviation base commander

SUPPLIER
For and on Behalf of

HTP Trading services s.r.o.
Chief Executive Officer

Annex 2
to the Contract No KPS-10
of 03.12-2025

MI-8T HELICOPTER CREWS RECURRENT FLIGHT TRAINING TECHNICAL SPECIFICATION

1. The purpose of the object of purchase:

The course is intended for Mi-8T helicopter crews to refresh their theoretical and practical skills in abnormal and emergency flight situations.

2. Mandatory requirements:

2.1 Course should be conducted in MI-8 helicopter simulator certified on CS-FSTD(H) (Certification Specifications for Helicopter Flight Simulation Training Devices), FTD 3 (Flight Training Devices) basis.
2.2 The course must be conducted by qualified instructors. Their service fees must be included into the course fee.
2.3 The course must be conducted using a simulator that is certified and suitable for carrying out training flight on the Mi-8 helicopter.
2.4 Course participants – Mi-8T helicopter flight crews.
2.5 The duration of the course for one crew shall be no less than 10 flight hours and no less than 5 hours of ground training
2.6 The course program must cover Mi-8 flight operations manual chapter "Emergency procedures".
2.7 Course language - English.

3. Warranty requirements:

None.

4. Additional information:

4.1 Course participants – Mi-8T helicopter crews, consisting of no more than 3 service members.
4.2 The service provider shall issue course completion certificates to the participants who successfully complete the course.