

PUBLIC CONTRACT ON THE SALE AND PURCHASE OF SERVICES

I. SPECIAL PART

08.14 June 2022 No. KPS-83
Vilnius

Lithuanian Armed Forces, legal entity code 188732677, Šv. Ignoto 8, LT-01144 Vilnius, represented by maj. Aleksiejus Bojevikas, acting Commander of Air Force Base at Military Air Force, acting under commission granted by Order No. V-1234 of the Commander of the Lithuanian Armed Forces of 26 October 2021 (and its amendment No. 1309 of 12 November 2021) "On the establishment of procurement commission for public purchase of helicopter AS-365N+3 Dauphin training services" and under Order No. P-209 of the Commander of the Lithuanian Air Forces of 31 May 2022 (hereinafter referred to as **the Buyer**) and **Heli Union Training Center (HUTC)**, Aéroport d'Angoulême, 16430 Champniers, France, represented by the Mr. Hervé Maugis, Director since July (hereinafter referred to as **the Provider**), hereinafter jointly in this public contract on the sale and purchase of services referred to as the Parties and each separately as the Party, in accordance with the *Law on Public Procurement of the Republic of Lithuania* (hereinafter referred to as the Law on Public Procurement), have concluded this public contract on the sale and purchase of services, hereinafter referred to as the Contract and agreed on the following terms and conditions.

1. Object of the Contract

1.1. **The Provider shall provide and the Buyer shall buy Helicopter AS-365N3+ „Dauphin“ training services: Annual training of the helicopter AS-365N3+ „Dauphin“ crews in the simulator and Training of pilots of the helicopter AS-365N3+ „Dauphin“** ((hereinafter – the Services), which comply with the requirements set forth in Annex No 1 to the Contract "*Technical Specification of the Services*" (hereinafter - Annex 1) and other requirements specified in the Contract.

1.2. Maximum amount of Services – 10 (ten) persons (*applies to the Annual training of the helicopter AS-365N3+ „Dauphin“ crews in the simulator*) / 2 (two) persons (*applies to the Training of pilots of the helicopter AS-365N3+ „Dauphin“*).

1.3. **The Buyer** undertakes to accept the Services complying with the requirements set forth in Annex 1 to the Contract and pay for them in accordance with the procedure laid down in the Contract.

2. Contract price/value/the price of the Services/pricing rules

2.1. **The total maximum value of the Contract is 139 690,00 Eur** (*one hundred thirty-nine thousand six hundred ninety euros*), without Value Added Tax (hereinafter - VAT). The maximum Contract value consists of:

2.1.1. Annual training of the helicopter AS-365N3+ „Dauphin“ crews in the simulator – 79 000,00 Eur (*seventy-nine thousand euros*) without VAT;

2.1.2. Training of pilots of the helicopter AS-365N3+ „Dauphin“ – 60 690,00 Eur (*sixty thousand six hundred ninety euros*) without VAT.

2.2. The price of the parts of the Contract, excluding VAT, is as follows:

2.2.1. The price of Annual training of the helicopter AS-365N3+ „Dauphin“ crews in the simulator training services for 1 (*one*) person shall be 7 900,00 EUR (*seven thousand nine hundred euros*) without VAT;

2.2.2. The price of Training of pilots of the helicopter AS-365N3+ „Dauphin“ for 1 (*one*) person shall be 30 345,00 EUR (*thirty thousand three hundred forty five euros*) without VAT.

2.3. The price of the Services shall include all taxes and all other costs related to the provision of the Services and proper performance of the Contract. If any works, services, materials or taxes are not included, it shall be deemed that they will be provided free of charge and shall be calculated at the **Provider's** expense. **The Provider** shall have no right to request to cover any additional costs in connection with the performance of the Contract.

2.4. The price of the Services may not be changed throughout the Contract, except for the cases when the VAT (*if applicable*) rate applicable to the Services (and/or goods related to their provision) changes after signing the Contract. In the event of a change in the amount of VAT applicable to the Services (and/or goods related to their supply), the price of the Services shall be changed and applied in accordance with the procedure set forth in clause 2.2. of the General Part of the Contract.

2.5. In accordance with Article 22 of the Law on Value Added Tax of the Republic of Lithuania, continuing vocational training is exempt from VAT.

2.6. The Contract is subject to a fixed price.

3. Place, time limits and conditions for the provision of the services

3.1. **The Provider** undertakes to provide the Services within 8 (*eight*) months from the date of placing the order to **the Provider** (*a precise time limit shall be agreed with the Provider when placing the order*).

3.2. The Services shall be provided at Heli Union Training Center (HUTC), Aéroport d'Angoulême, 16430 Champniers, France.

3.3. Prior to the commencement of the provision of specific Services specified in Annex 1, **the Provider** undertakes to draw up and agree with **the Buyer's** representative a schedule for the performance of the Services.

3.4. **The Provider** must ensure that the circumstances specified in Article 45 (2¹) of the Law on Public Procurement do not arise during the conclusion and performance of the Contract. **The Buyer** has the right at any time to request **the Provider** to submit the supporting documents specified in Article 51 (12) of the Law on Public Procurement that there are no conditions that are provided in Article 45 (2¹) of the Public Procurement Law. **The Provider** must submit the documents requested by **the Buyer** no later than within 10 working days from the date of receipt of the request.

3.5. The Services shall be accepted by signing a Certificate on Transfer and Acceptance of Services which is drawn in accordance with clause 3.2. of the General Part of the Contract.

4. Payment procedure

4.1. **The Buyer** shall settle accounts with **the Provider** in accordance with the procedure established in clause 4.1 of the General Part of the Contract.

4.2. Advance payment is not anticipated.

4.3. E-invoices submitted by **the Provider** must comply with the European Standard for Electronic Invoicing of 2017. October 16 European Commission Implementing Decision no. (EU) 2017/1870 on the publication of the reference of the European Standard on electronic invoicing and the publication of the list of syntaxes in accordance with Directive 2014/55 / EU". **The Buyer** shall be indicated on the invoice. Electronic invoices that do not comply with the European Standard for Electronic Invoicing may only be submitted using the information system "E. account ". Only in cases where **the Provider** is not able to submit an electronic invoice due to the legislation in force in **the Provider's** country, **the Provider** may submit the invoice to **the Buyer** by e-mail in **the Buyer** Portable Document Format (.pdf) specified in the requisites. **The Provider** shall inform **the Buyer** in writing about the possibility to submit electronic invoices.

4.4. **The Buyer** has the right to suspend payments to **the Provider** if **the Provider** fails to perform or improperly performs any obligations assumed under the Agreement or provided for in legal acts until these obligations are duly fulfilled.

5. The Buyer's right to unilaterally terminate the Contract

5.1. If **the Provider** does not start to provide the Services for more than 10 days after the start of provision of the Services agreed in accordance with the procedure provided for in clause 3.3. of the Special Part of the Contract, **the Buyer** has the right to terminate the Contract in accordance with the procedure specified in clause 9.2. of the General Part of the Contract.

5.2. It turns out that there is a circumstance that meets at least one of the conditions listed in Article in Article 45 (2¹) of the Public Procurement Law.

5.3. **The Provider** within the term set by **the Buyer** has not submitted the documents required in Clause 3.4. of the Special Part of the Contract.

5.4. Other cases of unilateral termination of the Contract are provided for in clause 9.2. of the General Part of the Contract.

6. The quality of the Services

6.1. The quality of the Services provided by the **Provider** must comply with the requirements set forth in the Contract and its Annexes.

6.2. The **Provider** undertakes to immediately inform the **Buyer** in writing about the circumstances that have arisen during the performance of the Contract, which hinder the timely provision of the Services and / or eliminate the shortcomings of the Services, indicating the reasons for the circumstances and the expected duration. The existence of such circumstances does not release the **Provider** from the obligation to fulfill its contractual obligations within the time limits specified in the Contract.

7. Warranty obligations

Warranty obligations are not applicable.

8. Additional enforcement of contractual obligations

8.1. A surety letter of insurance company or bank guarantee shall not be required for the performance of the Contract.

9. Other conditions

9.1. The amount of the minimum losses agreed by the Parties in advance referred to in clause 11.1. of the General Part of the Contract shall be 0,2 percent from the price of the Services excluding VAT, the deficiencies of which have not been eliminated for each day of delay.

9.2. The amount of the minimum losses agreed by the Parties in advance referred to in clause 11.2. of the General Part of the Contract shall be 6 percent of the total price of the Contract excluding VAT.

9.3. The amount of the minimum loss agreed in advance by the Parties specified in Clause 11.3. of the General Part of the Agreement shall be 100 Eur (*one hundred euros*) for a one-time non-performance of contractual obligations, which can no longer be remedied.

9.4. Upon termination of the Contract in the cases specified in Clauses 5.2. and 5.3. of the Special Part the amount of the minimum losses agreed by the Parties shall be:

9.4.1. For Annual training of the helicopter AS-365N3+ „Dauphin“ crews in the simulator – 11 850,00 Eur (*eleven thousand eight hundred fifty euros*) (*15 (fifteen) percent of the maximum value of the Contract excluding VAT specified in clause 2.1.1. of the Special Part of the Contract*).

9.4.2. For Training of pilots of the helicopter AS-365N3+ „Dauphin“ – 9 103,50 Eur (*nine thousand one hundred three euros fifty cents*) (*15 (fifteen) percent of the maximum value of the Contract excluding VAT specified in clause 2.1.2. of the Special Part of the Contract*).

9.5. The duration of *force majeure* circumstances shall be 30 (*thirty*) days, subject to the provisions of clause 9.1.2. of the General Part of the Contract.

9.6. The **Provider** shall not use the subcontractor(s) to perform this Contract.

9.7. The **Provider's** representative(s):

[REDACTED]

9.8. The **Buyer's** representative(s):

[REDACTED]

[REDACTED]

9.9. A person responsible for the publication of the Contract and its amendments:

[REDACTED]

[REDACTED]

9.10. Annexes to the Contract:

9.10.1. Annex 1 „Technical Specification of the Services“, 2 pages;

9.10.2. Annex 2 „Certificate on Transfer and Acceptance of Services“, 1 page.

10. Contract validity

10.1. The Contract is valid for 18 months from the date of entry into force of the Contract and, in respect of financial and warranty obligations, until the full fulfilment of financial and warranty obligations.

10.2. Contract extension is not anticipated.

11. The Buyer's details

Lithuanian Armed Forces

Code 188732677

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VAT number LT887326716
Šv. Ignoto st. 8, LT-01144 Vilnius, Lithuania
Account number: LT48 7900 0100 0246 0179
Bank „Swedbank“, AB

12. The Provider's details

Heli Union Training Center

Registration number 441 442 852 00014
VAT number FR81441442852
Aéroport d'Angoulême, 16430 Champniers, France
IBAN: FR76 3007 6020 2015 1683 0020 051
BIC: NORDFRPP
Bank: CREDIT DU NORD
Direction Grandes Relations
59 Boulevard Haussmann
75 378 PARIS CEDEX 08, FRANCE

THE BUYER

Lithuanian Armed Forces

Acting Commander of Lithuanian
Armed Forces Air Force Air Base
Maj. Aleksiejus Bojevikas

(Signature)

/Seal place/



THE PROVIDER

Heli Union Training Center

Director
Mr. Hervé Maugis

(Signature)

/Seal place/



PUBLIC CONTRACT ON THE SALE AND PURCHASE OF SERVICES

II. GENERAL PART

1. Concepts

1.1. The following basic concepts shall be used in this Contract:

1.1.1. The Contract means **the General Part** and **the Special Part** of this public contract on the sale and purchase of services as well as annexes to the public contract on the sale and purchase of services.

1.1.2. The Parties to the Contract mean **the Buyer** and **the Provider**.

1.1.2.1. **The Buyer** - it is a party to the Agreement, the details of which are specified in the Agreement, purchasing the Services under the conditions specified in this Agreement;

1.1.2.2. **The Provider** - it is a party to the Agreement, the details of which are specified in the Agreement, providing the Services under the conditions specified in this Agreement.

1.1.3. **Recipient** - the subdivision of the **Buyer** specified in the special part of the Agreement or in the Annex to the Agreement to which the services are provided.

1.1.4. Third party means any natural person or legal entity (also the state, state institutions, municipality, municipal authorities) with the exception of **the Recipient** which are not the parties to this Contract.

1.1.5. Licenses mean all necessary licenses, patents and/or permits necessary for the execution of the Contract.

1.1.6. The object of the Contract is the provision of services and goods related to their provision, which are agreed between the Parties in the Special Part of the Contract and meet the requirements established by **the Buyer**.

1.1.7. The minimum losses agreed by the Parties in advance shall mean the amount of money calculated and undisputed by the Contract, which **the Provider** undertakes to pay to **the Buyer** if the contractual obligations have not been fulfilled or have been improperly fulfilled.

1.1.8. Pricing rules mean the Contract price/rates or the rules of calculation of the Contract price/rates and price/pricing adjustment.

1.1.9. Goods mean goods used for the provision of services, purchased with services, or goods which are produced in the course of the provision of services.

1.1.10. A batch of goods means the quantity of goods delivered at the one time.

1.1.11. A production lot means batches of goods made from the same material.

1.1.12. A production lot of materials means a certain quantity of materials produced from the same raw materials obtained from the same **Provider** according to the same technology under the same conditions. A conformity assessment certificate or certificate shall be considered as proof of the quality of a production lot of specified material.

1.2. Calculation of the minimum losses agreed by the Parties in advance shall begin on the day after the last day of the term of fulfilment of obligations under the Contract and shall end upon the fulfilment of obligations by the Party to the Contract (the last day of calculation shall be considered to be the day of fulfilment of obligations).

1.3. The titles of parts and articles of the Contract shall be used only for convenience of references and may only be used as an additional means for the purpose to explain the Contract.

1.4. Unless otherwise provided in the Contract, the duration of the Contract and other time limits shall be calculated in calendar days.

1.5. If the time limit of payment or fulfilment of obligations coincides with official holidays and non-working days in the Republic of Lithuania, the time limit of fulfilment of obligations and payments under the Contract shall be the following working day.

1.6. In the Contract where the context requires, words in singular can have a plural meaning and vice versa.

1.7. In cases where a certain meaning is different from the meaning given in words and the meaning given in numbers, the verbal meaning shall be followed.

2. Contract price/rates/pricing rules

2.1. The Contract price/rates mean the amount of money paid by **the Buyer to the Provider** in accordance with the procedure and time limits established in the Contract.

2.2. The Contract price/rates shall be constant and shall not be changed throughout the duration of the Contract, except where the VAT rate applicable to the services and goods related to their provision changes after signing the Contract. The recalculated price/rates shall be formalised by written agreement between the Parties and shall apply to those services and goods related to their provision which will be provided after the date of entry into force of such an agreement is signed by the Parties.

2.3. The rates of the services shall be changed in accordance with the pricing rules set out in the Contract. The recalculated rates shall be formalised by written agreement between the Parties and shall apply to the services provided after the date of entry into force of such an agreement is signed by the Parties (*if such provision is established in the Special Part of the Contract*).

2.4. **The Provider** shall include in the Contract price/the rates of the services all costs and taxes related to the provision of services, including but not limited to:

2.4.1. Logistics (transportation) costs;

2.4.2. Packing, loading, transit, unloading, unpacking, checking, insurance and other costs related to the provision of services;

2.4.3. All costs related to preparation and submission of documents required by **the Buyer**;

2.4.4. All costs related to acquisition or rent of tools, equipment, machinery as well as the operating costs of the equipment and machinery referred to in this clause;

2.4.5. The costs of providing instructions for use and maintenance provided for in the Technical Specification;

2.4.6. The costs of warranty repair;

2.4.7. All costs related to production and presentation of working samples to **the Buyer**;

2.4.8. All costs related to manufacture and presentation of material samples (main and accessories) used in the production of goods to **the Buyer**.

2.5. The risk of fluctuation of foreign exchange rates and change in producer prices shall be assumed by **the Provider**.

2.6. **The Buyer** and **the Provider** may conclude a tripartite direct settlement agreement with the sub-provider(s) specified in the Special Part of the Contract whereby **the Provider** transfers the right to the sub-provider, within the scope and conditions agreed between the Parties, and the sub-provider may require the Buyer to pay the agreed part of the Contract price. In the absence of a tripartite direct settlement agreement, the transfer of the claim right to the sub-provider shall not be valid.

2.7. The sub-provider, wishing to settle accounts directly with **the Buyer**, shall inform **the Buyer** in writing that it wishes to conclude a direct settlement agreement. In addition to the request for a direct settlement agreement, the sub-provider shall submit:

2.7.1. The main terms and conditions of a direct settlement agreement which are set out in clause 2.8 of the General Part of the Contract.

2.7.2. Confirmation of **the Provider** that it agrees to conclude a direct settlement agreement on the terms and conditions proposed by the sub-provider;

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 specify the part of the Contract price, the claim right of which is transferred to the sub-provider, the payment procedure which shall comply with the procedure set out in the Special Part of the Contract, the sub-provider's obligation to submit invoices only in agreement with **the Provider**; and upon submission of written evidence of such agreement, the obligation of the Parties and the sub-provider to inform about changes in the details, the procedure of execution of payments in the event of a dispute between **the Provider** and the sub-provider, and additional guarantee of the fulfilment of contractual obligations.

2.9. A direct settlement contract shall be concluded no later than the date on which the payment obligation arises under clause 4.1 of the General Part of the Contract.

2.10. A direct settlement with the sub-provider does not exempt **the Provider** from its obligations under the procurement contract. The rights, duties and other obligations of **the Provider** provided for in the Contract not related to the transfer of the claim of the right to pay the Contract price to the sub-provider may not be transferred to the sub-provider.

2.11. **The Buyer** shall have the right to express to the sub-provider all objections that it had the right to make to **the Provider** prior to the transfer of the claim.

2.12. In the event of a dispute between **the Provider** and the sub-provider regarding direct settlement or the procedures provided for in a direct settlement agreement, all payment obligations shall be fulfilled by **the Provider**. If the claim of the sub-provider (invoice or another document) is not agreed with **the Provider**, a dispute between **the Provider** and the sub-provider shall be deemed to have arisen.

2.13. All payment documents related to the procurement contract shall be provided by means of the information system "E-invoice". In the event of changes in the legal provisions on the submission of payment documents through the information system "E-invoice", the legal regulation in force at that time shall apply accordingly.

3. Time limits and conditions for the provision of services

3.1. The services shall be provided within the time limits and procedures specified in the Special Part of the Contract (or in the annex(s) to the Contract).

3.2. **The Provider** shall provide services at its own risk without additional payment. Duly rendered services shall be transferred and accepted after **the Buyer** and **the Provider** (in individual cases **the Provider** and **the Recipient**) sign a document confirming the transfer and acceptance of services. This document shall be signed only if the services are provided in high quality and meet the requirements laid down in the Contract and its annex(s). When the provided services are of high quality and meet the requirements set for them in the Agreement and its annex (es), the document confirming the transfer-acceptance of services must be signed within 30 days at the latest.

4. Time limits and conditions of payment

4.1. Payments shall be made to **the Provider** within 30 (thirty) days from the date of signing the document confirming the transfer and acceptance of services and receipt of the invoice (invoice must be submitted by electronic means provided for in Article 22 (3) of the Law on Public Procurement / Article 12 (10) of the Law on Public Procurement in the Field of Defence and Security). If other payment conditions are laid down, they shall be established in the Special Part of the Contract. In case of late payment within the time limit provided for in this clause, upon **the Provider's** request (not later than within 30 (thirty) days from the receipt of the request), interest shall be paid to it in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions.

4.2. If the advance payment the amount of which is specified in the Special Part of the Contract is paid for the services, **the Provider** undertakes, within 5 (five) working days from the date of receipt of notification for the amount of advance paid by **the Buyer**, to provide the bank guarantee for the advance payment or insurance company's surety letter (which would be valid for 2 (two) months longer than the deadline for the provision of services) and advance payment invoice. **The Provider** shall also provide a confirmation from the insurance company (proof of payment, etc.) that the surety letter is valid (*if the provision regarding advance payment is established in the Special Part of the Contract*).

4.3. Advance payment bank guarantee or surety letter shall include the statement that the guarantor/surety irrevocably and unconditionally undertakes, within 14 (fourteen) days from **the Buyer's** written notification on the termination of the Contract due to the fault of **the Provider**, to pay **the Buyer** the amount, not exceeding the amount of the surety/guarantee, by transferring the money to **the Buyer's** account.

4.4. Advance payment bank guarantee or surety letter cannot indicate that the guarantor or surety is liable only for the compensation of direct losses. The bank guarantee or surety letter cannot include terms or conditions that would oblige **the Buyer** to prove to the company which has issued the guarantee or surety letter that the Contract with **the Provider** was terminated lawfully or otherwise would allow the company that has issued the guarantee or surety letter not to pay (or delay payment) the amounts secured (guaranteed) by the guarantee or surety.

4.5. The bank guarantee or surety letter of the insurance company for the advance payment which does not comply with the requirements set out in clauses 4.2–4.4 of the General Part of the Contract shall not be accepted. In such a case, **the Provider** shall be deemed not to provide **the Buyer** with an advance payment bank guarantee or insurance company's surety letter and shall be settled in accordance with clause 4.1 of the General Part of the Contract.

4.6. **The Buyer** shall pay the advance within 10 (ten) days from the date of receipt of the advance payment bank guarantee or surety letter of the insurance company and the advance payment invoice.

4.7. The Parties have the right to enter into additional agreements on the reduction of the amount provided for in the advance payment in the bank guarantee or surety letter of the insurance company after **the Provider** has duly fulfilled part of the obligations.

5. Quality of services

5.1. The services shall comply with the requirements specified in the Contract and its annex(s).

5.2. After **the Buyer** has checked the quality of services provision during the course of service provision and found deficiencies in the provision of services or the fact that the provision of services was delayed, or the services were not provided at all, or other contractual obligations were violated, the inspection statement shall be drawn up, which shall be signed by **the Buyer's** and **the Provider's** authorised representatives (if **the Provider's** representative refuses to do so, the inspection statement shall be signed only by **the Buyer's** representative) and **the Provider** shall be subject to contractual liability.

5.3. If a conflict regarding the quality of services and their compliance with the requirements set out in the Contract and its annex(s) cannot be resolved by agreement between the Parties, the Parties shall have the right to invite independent experts. All costs related to the work of the experts shall be borne by the unsuccessful disputing Party.

5.4. **The Provider** undertakes to allow **the Buyer's** representative to carry out quality control over the production process, verify auxiliary materials and raw materials, their initial acquisition documents.

5.5. If, at the time of acceptance of goods which are related to the provision of services, it is noticed that they do not comply with the requirements set out in the Contract and its annex(s), **the Provider's** representatives shall be invited, in whose presence a statement shall be drawn up by which the goods shall not be accepted and **the Provider** shall be subject to contractual liability (in this case, contractual liability applies if the time limit for the delivery of the goods has expired (*applicable if the goods transferred/sold during the performance of the service contract are directly related to the object of the contract*)).

6. Quality guarantee¹

6.1. Quality guarantee period shall be indicated in the Special Part of the Contract (or in the annex to the Contract).

6.2. During quality guarantee period, **the Provider** shall, at the latest within the deadline established in the Special Part of the Contract, provide at its own expense another equivalent goods instead of the defective ones (the goods are not required to be identical to the goods received under the Contract, but must be able to perform functions of the goods purchased under the Contract), which could be used instead of the goods purchased under the Contract during the period of elimination of deficiencies,

¹ Quality guarantee period shall be indicated when the goods transferred/sold during the performance of the contract on the sale and purchase of services are directly related to the object of the contract.

meeting the requirements set out in the Contract and its annex(s) *(if such provision is established in the Special Part of the Contract)*.

6.3. During quality guarantee period, **the Provider** shall, at the latest within deadline specified in the Special Part of the Contract, eliminate the deficiencies of the goods at its own expense or, in the event of failure to eliminate them, replace the defective goods at its own expense with the new ones that comply with the requirements of the Contract and its annex(s) *(if such provision is established in the Special Part of the Contract)*.

6.4. Defects in the goods observed during the quality guarantee period shall be notified to **the Provider** in writing (by fax or post). A claim for quality can be made during the entire term of the quality guarantee.

6.5. The term of quality guarantee of the goods those deficiencies are eliminated by **the Provider** shall be calculated from the date of signing the document confirming the transfer and acceptance of goods with corrected deficiencies.

6.6. If the goods are replaced with the new ones, they shall be granted the same period of quality guarantee as specified in the Special Part of the Contract, which shall be calculated from the date of signature of the document certifying the transfer and acceptance of the new goods.

6.7. The guarantee specified in the Special Part of the Contract (or in the annex to the Contract) shall not apply if **the Provider** proves that the deficiencies of the goods arose due to wrong or incorrect behaviour of **the Buyer** or the activities of third parties, or force majeure.

7. Force majeure circumstances

7.1. The Party shall not be held liable for any failure to fulfil any obligations under this Contract if it proves that this has occurred due to unusual circumstances beyond the control and reasonable anticipation of the Parties and could not prevent the occurrence of such circumstances or their consequences. The circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for Exemption from Liability in Force Majeure Circumstances, approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996, shall be considered as force majeure. In determining the circumstances of force majeure, the Parties shall follow the Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the approval of the procedure for issuing certificates attesting force majeure circumstances" or substituting legal acts. In the event of force majeure circumstances, the Parties to the Contract shall be exempted from liability for failure to fulfil, partial non-fulfilment or improper performance of obligations stipulated in the Contract in accordance with the procedure established by the legal acts of the Republic of Lithuania, and the time limit for performance of obligations shall be extended.

7.2. A Party requesting to exempt it from liability, shall notify the other Party in writing of the circumstances of force majeure without delay, but not later than 10 (ten) working days from the date of occurrence or clarification of such circumstances, providing evidence that it has taken all reasonable precautions and has taken every effort to reduce costs or negative consequences, as well as shall report the possible deadline for the fulfilment of obligations. Notification shall also be required when the basis for non-compliance of obligations ceases to exist.

8. Codification

8.1. Within 5 (five) days after the entry into force of the Contract, **the Provider** shall provide **the Buyer** with a copy of the Contract signed at the address indicated by it and the data necessary to identify the goods related to the provision of services purchased in accordance with the forms provided for in the annex to this Contract – "List of material values to be codified" and "Information about the manufacturer and the provider". **The Provider** shall provide completed and signed forms in electronic form or paper copies thereof *(if such provision is established in the Special Part of the Contract)*.

8.2. Upon request of **the Buyer**, **the Provider** shall provide additional technical documentation required for codification (e.g., technical characteristics, drawings, photographs, catalogues, references, etc.) free of charge within 5 (five) days.

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9. Termination of the Contract

9.1. This Contract may be terminated:

9.1.1. By written agreement between the Parties;

9.1.2. In case of force majeure circumstances lasting longer than the number of days specified in the Special Part of the Contract (depending on the specificity of the performance of the Contract, the specific term indicated in the Special Part of the Contract may be from 14 to 60 days) and in the absence of any agreements between the Parties on the amendment of this Contract enabling the Parties to continue to fulfil their obligations, each Party to the Contract may unilaterally terminate the Contract by notifying the other Party in writing no later than 7 (seven) days in advance;

9.2. **The Buyer**, not later than 7 (seven) days in advance (*if no other time limit is specified in the Special Part of the Contract*), having informed **the Provider** in writing, shall have the right to unilaterally terminate the Contract due to a material breach of the Contract. A material breach of the Contract shall be deemed to be if:

9.2.1. **The Provider** does not begin to provide the services within the time limit specified in the Special Part of the Contract;

9.2.2. **The Provider** delays in providing (or informs that it will not provide) services within the time limit(s) specified in the Special Part of the Contract;

9.2.3. **The Provider** increases the price/rates of the services, except in the case provided for in clause 2.2 of the General Part of the Contract;

9.2.4. **The Provider** fails to fulfil or fulfils improperly the guarantee obligations provided for in clause 6 of the General Part of the Contract;

9.2.5. **The Provider** does not fulfil the obligation provided for in clause 12.4 of the General Part of the Contract (*if the performance of the Contract will be secured by bank guarantee or surety letter*);

9.2.6. The services provided by **the Provider** do not comply with the requirements set out in the Contract and its annex(s), and **the Provider** does not eliminate deficiencies of the services under the procedure specified in the Special Part of the Contract;

9.2.7. **The Provider** does not provide an advance payment bank guarantee within the specified time, which would be valid at least for the period specified in clause 4.2 of the General Part of the Contract (*if advance payment is established in the Contract*);

9.2.8. During the period of validity of the Contract, **the Provider** is included in the lists of Un-trusted Suppliers or Providers which Have Provided False Information;

9.2.9. If it appears that **the Provider** is unreliable and endangers 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 Procurement in the Field of Defence and Security are revealed;

9.2.11. During the performance of the Contract, it appears that the Contract has been amended in breach of Article 89 of the Law on Public Procurement /Article 53 of the Law on Procurement in the Field of Defence and Security.

9.3. **The Buyer**, having informed **the Provider** in writing no later than 7 (seven) days in advance (**unless another time limit is specified in the Special Part of the Contract**), shall have the right to unilaterally terminate the Contract if **the Provider** is liquidated or applies the court for the opening of bankruptcy or restructuring proceedings, or for bankruptcy or restructuring proceedings, or for the opening of out-of-court bankruptcy proceedings.

9.4. After termination of the Contract, **the Provider** shall, within 10 (ten) days from the date of termination of the Contract, return the advance paid by **the Buyer** (if such was paid) for the outstanding part of the Contract not fulfilled.

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. Any disputes or disagreements arising between the Parties to the Contract relating to the Contract shall be resolved by negotiation, and in case of failure to resolve a dispute by negotiation, it shall be

resolved in the courts of the Republic of Lithuania in accordance with the procedure established by the legislation of the Republic of Lithuania based on the location of **the Buyer's** seat.

11. Liabilities

11.1. In case of late provision or correction of deficiencies in the provision of services and/or goods within the period specified in clause 7 of the Special Part of the Contract (if goods were provided/sold during the provision of services), **the Provider** shall pay **the Buyer** from 0.05 to 0.2 percent (the specific amount is indicated in the Special Part of the Contract) from the price excluding VAT for each day of delay (and/or goods) or services (and/or goods) not provided within the deadline (*applicable depending on how the term of the liabilities is calculated in the Special Part of the Contract*) the minimum losses agreed by the Parties in advance, the payment of which does not exempt **the Provider** from the obligation to compensate the losses incurred by **the Buyer** for a failure to fulfil or improper fulfilment of **the Provider's** obligations related to the elimination of service deficiencies and/or warranty of the goods. **The Provider** undertakes to pay the minimum losses agreed by the Parties in advance no later than within the deadline specified in the invoice or demand.

11.2. In case of termination of the Contract for reasons listed in clauses 9.2.1, 9.2.2, 9.2.3, 9.2.4, 9.2.5, 9.2.6, 9.2.7, 9.3 or other reasons listed in the Special Part of the Contract, **the Provider** shall pay within 14 (fourteen) days (from the date of termination of the Contract) to **the Buyer** not less than 5–7 (seven) percent of the Contract price excluding VAT (or total tender price) (a specific percentage or specific fixed amount shall be indicated in the Special Part of the Contract) that is considered to be the minimum losses agreed by the Parties in advance, but not more than the price, excluding VAT, of all the outstanding obligations under this Contract. Payment of the minimum losses agreed by the Parties in advance does not exempt **the Provider** from the obligation to compensate for all losses incurred by **the Buyer** in case of failure to perform or improper performance of the Contract by **the Provider**.

11.3. If the services have not been provided or the services are provided in poor quality and there is no longer a possibility to provide the services or to correct the deficiencies in the provision of services (the provision of services after the deadline has become irrelevant, objectively no longer possible, etc.), for each such non-provision of the services specified in the Contract and its annex (s), **the Provider** shall pay **the Buyer** the amount of the minimum losses agreed by the Parties in advance in the Special Part of the Contract. Payment of the minimum losses agreed by the Parties in advance does not exempt **the Provider** from the obligation to compensate for all losses incurred by **the Buyer** in case of failure to perform or improper performance of the Contract by **the Provider**. **The Provider** undertakes to pay the minimum losses agreed by the Parties in advance no later than within the deadline specified in the invoice or demand.

11.4. Other cases of application of contractual liability to **the Provider** are specified in the Special Part of the Contract.

11.5. Pursuant to 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 completely relieving from civil liability and interest payment to **the Provider** for delayed settlement.

12. Validity of the Contract

12.1. The Contract shall enter into force upon signature by both Parties and after **the Provider** submits to **the Buyer** the bank guarantee or surety letter of the insurance company for the Contract enforcement (*if the Special Part of the Contract states that the performance of the Contract will be secured by the bank guarantee or surety letter*), which ensures the payment of the amount specified in clause 11.2 of the General Part of the Contract. The guarantor/surety in the bank guarantee or in the surety letter of the insurance company undertakes to pay the amount specified in clause 11.2 of the General Part of the Contract if the Contract is terminated by **the Buyer** due to at least one of the reasons specified in clauses 9.2.1–9.2.7, 9.3 or other reasons specified in the Special Part of the Contract. The bank guarantee or surety letter stating that the guarantor or surety is liable for only of direct losses shall not be accepted because it must be obliged to compensate the specific amount of guarantee for performance of the Contract specified in clause 11.2 of the Contract.

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12.2. The guarantor/surety shall irrevocably and unconditionally undertake not later than 14 (fourteen) days after the written notice confirming the termination of the Contract on grounds provided for in the Contract in the event of fault of **the Provider**, to fulfil the obligation and pay the committed amount, by transferring money to **the Buyer's** account.

12.3. **The Provider** shall provide **the Buyer** with the bank guarantee or surety letter of the insurance company referred to in clause 12.1 of the General Part of the Contract, which shall be valid for two months longer than the time limit for provision of services or time limit of validity of the Contract specified in the Special Part of the Contract. **The Provider** shall also provide a confirmation from the insurance company (proof of payment, etc.) that the surety letter is valid. Payment of the amount specified in the contract performance bank guarantee or insurance company's surety letter shall not be linked to the full compensation of losses incurred by **the Buyer** and shall not exempt **the Provider** from the obligation to reimburse them in full.

12.4. If, during the performance of the Contract, the legal entity (bank or insurance company) that has issued the guarantee of performance of the Contract is unable to fulfil its obligations (suspended activity, announcement of moratorium, etc.), **the Provider** shall provide a new guarantee of performance of the Contract within 10 (ten) days, under the same conditions as the previous one. If **the Provider** fails to provide a new contract performance guarantee, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure specified in clause 9.2.5 of the General Part of the Contract.

12.5. Contract performance guarantee shall be returned within 10 (ten) days from the expiry date of this guarantee upon written request by **the Provider**.

12.6. The terms and conditions of the Contract may not be changed during the period of validity of the Contract, unless the change is possible in accordance with the provisions of Article 89 of the Law on Public Procurement /Article 53 of the Law on Procurement in the Field of Defence and Security and does not contradict the basic principles and purpose of public procurement.

12.7. If, during the term of Contract validity, the Parties notice technical errors, spelling mistakes (incorrectly transferred provisions from the tender or procurement conditions, etc.) or there are changes in the persons responsible for the performance of the Contract or details of the Parties to the Contract, the terms and conditions of the Contract may be clarified by written agreement between the Parties. Such an adjustment of the terms and conditions of the Contract shall not be considered a change in the terms and conditions of the Contract.

12.8. The Contract may be extended under the terms and conditions set out in the Special Part of the Contract or, if necessary, **the Buyer** shall have the right to purchase services not specified in the Contract and its annexes but related to the object of purchase not exceeding 10 percent of the maximum Contract price indicated in clause 2 of the Special Part of the Contract. **The Provider** may provide services not specified in the Contract and its annexes but may provide services related to the object of purchase only at the applicable prices for those services specified in the Provider's trading place, catalogue or website, or if such prices are not published, prices offered by the Provider, competitive and market-conforming prices. In case of need to purchase services not specified in the Contract and its annexes, but related to the object of purchase, **the Buyer** and **the Provider** shall conclude an additional written agreement, the terms and conditions of which shall be analogous to the terms and conditions of the Contract, adapting them accordingly to newly purchased services (*if such provision is established in the Special Part of this Contract*).

12.9. The expiry of the Contract provided for in the Special Part of the Contract does not imply the expiry of the obligations of the Parties under the Contract and does not exempt the Parties from civil liability for breach of this Contract.

13. Written correspondence

13.1. Notifications sent by **the Buyer** and **the Provider** to each other in Lithuanian/English (*applicable if the Contract is concluded in English*) shall be written. Notifications sent to each other by the Parties shall be sent by post, e-mail or handed in person. Notifications shall be sent to the addresses and numbers indicated in the details of the Parties in the Special Part of the Contract. If the

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sender requires confirmation of receipt, it shall state such a requirement in the notification. If a time limit is set for receipt of a reply to a written notification, the sender shall specify in the notification a requirement to confirm receipt of the written notification.

13.2. The Parties undertake to notify each other in writing no later than 3 (three) working days of any change in the details of the Party referred to in the Special Part of the Contract. If the Party to the Contract does not notify the change of its details in time, it may not claim the actions of the other Party carried out in accordance with the details of the Party provided for in the Contract.

14. Confidentiality of information and personal data

14.1. The Parties shall ensure that the information which they transmit to each other shall be used only for the purposes of the Contract and shall not be used in a manner that would harm the Party that has transmitted that information.

14.2. The Parties undertake to ensure confidentiality of all information known and/or entrusted to them during the term of validity of the Contract and upon termination of the Contract. The Parties undertake to use personal data obtained during the performance of the Contract only when it is necessary for the performance of the Contract.

14.3. **The Provider** undertakes, without prior written consent of **the Buyer**, not to use the information provided to it by **the Buyer** either for its own or for the benefit of any third parties, and not to disclose such information to other persons except cases provided for by the legislation of the Republic of Lithuania.

14.4. Personal data specified in the Contract and its annexes (names, surnames, positions, e-mail or phone number) may be used only to identify the persons of the Parties or **the Recipient** responsible for the execution of the Contract and to communicate on the matters of performance of the Contract. If any additional personal data is processed during the performance of the Contract, this data and the purpose of its processing shall be specified in clause 9 of the Special Part of the Contract.

14.5. The Parties to the Contract shall ensure that personal data processed in the performance of the Contract shall be accessed only by those persons to whom this data is necessary for the fulfilment of obligations under the Contract.

14.6. Personal data specified in the Contract and its annexes may not be transferred to third parties, except for the sub-providers named by **the Provider** and **the Recipient** (if any), which are used for the execution of the Contract and only in cases where this is necessary for the execution of the Contract or the failure to disclose such data would cause serious difficulties in the execution of the Contract. If the sub-provider is changed in accordance with the procedure provided for in the Contract, a separate consent of the other Party regarding the transfer of data shall be obtained.

14.7. If, during the performance of the Contract, it becomes apparent that personal data not covered by the terms and conditions of the Contract is processed, the Parties to the Contract shall immediately inform the other Party about such data and maintain its confidentiality. If personal data not provided for in the Contract is turned out to be processed, clause 9 of the Special Part of the Contract shall be completed.

14.8. All personal data that has been processed for the purpose of fulfilling the obligations provided for in the Contract may be processed until the moment when the obligations of the Parties under the Contract expire. Only personal data, the destruction of which would take unreasonably significant time or financial costs or would be unjustified for the purposes of using the outcome of the Contract, can be left and not destroyed.

14.9. The Parties shall take sufficient technical and organisational measures to ensure security and confidentiality of information. The Parties shall inform each other of any breach of personal data processed under the Contract within 1 (one) working day. The notification of the infringement shall specify the nature of the infringement, the possible consequences of the infringement and the measures taken to remedy or mitigate the consequences of the infringement.

14.10. The Parties shall not indemnify each other's costs and losses as a result of personal data processing obligations under this Contract.

14.11. In breach of the obligation stipulated in clause 14.3 of the General Part of the Contract, **the Provider** shall pay **the Buyer** the amount of 10 percent of the maximum price of the Contract value/tender price excluding VAT, the amount of the minimum losses agreed by the Parties in advance and compensate other losses incurred as a result of such an infringement.

15. Final provisions

15.1. The Contract is concluded in Lithuanian/English, Lithuanian and English in two/four copies (one/two copies for each Party) (*applicable depending on which languages the Contract is concluded*). Both texts are authentic and have the same legal force. In the event of discrepancies between the texts in Lithuanian and English, the English text shall be preferred (*if the Contract is concluded with a foreign provider in Lithuanian and English*).

15.2. This Contract consists of the General and Special Parts of the Contract and the annex(s) to the Contract. All annexes to this Contract are an integral part of the Contract.

15.3. Neither Party shall have the right to transfer neither rights nor obligations under this Contract to a third party without prior written consent of the other Party.

15.4. In breach of the obligation specified in clause 15.3 of this Contract, **the Provider** shall pay **the Buyer** 5 percent of the maximum amount of the Contract price/tender price, excluding VAT, the amount of the minimum losses agreed by the Parties in advance, unless otherwise specified in the Special Part of the Contract.

15.5. **The Provider** guarantees that it has all the licenses necessary for the performance of the Contract. **The Provider** undertakes to indemnify **the Buyer** for losses if claims or proceedings are initiated against **the Buyer** regarding breaches of patents or licenses arising out of or in connection with the performance of the Contract.

15.6. The Parties to the Contract confirm that at the conclusion of the Contract they did not exceed and did not violate their competence (articles of association, regulations, statutes, any resolution, decision, order, any binding legal act (including local, individual) of the governing body of the Party to the Contract (owner, founder or other competent entity), transaction, court decision (ruling, regulation, etc.).

15.7. The performance of the Contract may be interpreted by written agreement of the Parties without altering the terms and conditions of the Contract.

15.8. The name of the sub-provider(s) / sub-provider(s) and a part of its/their contractual obligations are indicated in the Special Part of the Contract.

15.9. During the performance of the Contract, the sub-provider(s) / sub-provider(s) referred to in the Contract may be replaced by another sub-provider(s) / sub-provider(s) due to objective circumstances which **the Provider** could not foresee at the time of submission of the application/tender. Replacement of the sub-provider(s) / sub-provider(s) specified in the Contract with another is possible only after prior written agreement with **the Buyer**. The request for replacement of sub-provider(s) / sub-provider(s) established in the Contract to another one(s) shall be submitted to **the Buyer** in writing, indicating the reasons for such change, together with supporting documents that the new sub-provider(s) / sub-provider(s) meet all the requirements for sub-provider(s) / sub-provider(s) set out in the documents of the public procurement on the basis of which this Contract is signed, and **the Provider** has not lost the minimum qualifications specified in the procurement documents due to the change of the sub-provider. Replacement of sub-provider(s) / sub-provider(s) established in the Contract to another sub-provider(s) / sub-provider(s) shall be formalised by a written amendment to the Contract (*applicable if the Provider intends to use sub-providers*). Replacement of sub-provider(s) / sub-provider(s) established in the Contract to another sub-provider(s) / sub-provider(s) shall be formalised by a written amendment to the Contract.

15.10. Person/persons appointed by **the Provider** who represent **the Provider**, accept and approve orders provided by **the Buyer**, responsible for the quality of the services provided, participate in the meetings with **the Buyer** and perform other actions, necessary for proper execution of this Contract are specified in the Special Part of the Contract.

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15.11. Person/persons appointed by **the Buyer** who represent **the Buyer**, provide orders to **the Provider**, participate in the meetings with **the Provider** and perform other actions necessary for proper execution of this Contract are specified in the Special Part of the Contract.

THE BUYER
Lithuanian Armed Forces

Acting Commander of Lithuanian
Armed Forces Air Force Air Base
Maj. Aleksiejus Bojevikas



(Signature)

/Seal place/

THE PROVIDER
Heli Union Training Center

Director
Mr. Hervé Maugis



(Signature)

/Seal place/

TECHNICAL SPECIFICATION OF THE SERVICES

1st part of the procurement:

**ANNUAL TRAINING OF THE HELICOPTER AS-365N3+ „DAUPHIN“
CREWS IN THE SIMULATOR**

**(Technical specifications for the helicopter AS 365 N3+ pilot emergency
procedures recurrent course in a simulator)**

1. Requirements for the course

A recurrent course for pilot acting skills during emergency situations in AS 365 N3+ helicopter simulator.

2. Course characteristics

2.1. The Course shall be conducted by instructors with SFI (Synthetic Flight Instructor) qualification. Practical training should be completed using helicopter AS 365 N3+ FFS (Full Flight Simulator) with autopilot APM2010 in a simulator, certified by EASA (European Aviation Safety Agency);

2.2. The course attendees – Lithuanian Armed Forces helicopter’s AS 365 N3+ flying personnel;

2.3. Number of participants- at least 2 persons for one training period (visit);

2.4. Estimated flight time on FFS – 10 hours per pilot, from which at least 5 hours as „pilot flying“. One training period (visit) should not last longer, than 5 business days. Duration of one day flight time as „pilot flying“ should not exceed 2 hours;

2.5. Training shall consist of practical flight time in Simulator, described in 2.4 and briefings/ debriefings with duration not less than 15 minutes;

2.6. All training lessons and materials shall be in English language.

3. Additional material

Course completion certificate after successful completion of course must be issued.

THE BUYER
Lithuanian Armed Forces

Acting Commander of Lithuanian
Armed Forces Air Force Air Base
Maj. Aleksiejus Bojevikas

(Signature)

/Seal place/



THE PROVIDER
Heli Union Training Center

Director
Mr. Hervé Maugis

(Signature)

/Seal place/



2nd part of the procurement:

**TRAINING OF PILOTS OF THE HELICOPTER AS-365N3+ „DAUPHIN“
(Technical specifications of the helicopter AS365N3 + initial type rating course)**

1. Course requirements

To provide Initial Type Rating (ITR) + Instrument Rating (IR) theoretical and practical flying course on helicopter AS-365N3+ simulator.

2. Course characteristics

2.1. Theoretical course and practical flights on AS-365N3+ simulator as for requirements for ITR+IR should be provided.

2.2. Practical training should be completed using helicopter AS365N3 + FFS (Full Flight Simulator) with autopilot APM2010.

2.3. The Course (Theoretical and practical training) must take part at ATO (Approved training organization).

2.4. The ITR + IR course attendees – Lithuanian AF flying Personnel (Total 2 pilots).

2.5. Estimated duration of theoretical course part – 10 days.

2.6. Estimated flight hours on FFS – at least 14 hr. per pilot.

2.7. All training lessons and materials shall be in English language.

3. Additional material

After successful completion of the course, the service provider must issue ITR+IR course completion certificates.

THE BUYER

Lithuanian Armed Forces

Acting Commander of Lithuanian
Armed Forces Air Force Air Base
Maj. Aleksiejus Bojevikas

(Signature)

/Seal place/

THE PROVIDER

Heli Union Training Center

Director
Mr. Hervé Maugis

(Signature)

/Seal place/

Annex 2
to the Public Contract on the Sale and Purchase of
Services No. ~~458~~ of 14 June 2022

CERTIFICATE ON TRANSFER AND ACCEPTANCE OF SERVICES

THE BUYER (The Services are accepted by):	THE PROVIDER (The Services are transferred by):
<i>The Buyer's details</i>	<i>The Provider's details</i>

1. The Provider transfers and the Buyer accepts the following Services:

No.	Name of the Services	Unit of measurement	Quantity	Unit price (excl. VAT) EUR	Total price (excl. VAT), EUR
1	...	pcs.			
2	...	pcs.			
3	...	pcs.			

- By this document the Parties confirm that they have no claims to each other regarding the quality of the Services specified in this Certificate on Transfer and Delivery of Services.
- The Certificate is drawn in two copies, one copy for the Provider and one copy for the Buyer.