

# SALE-PURCHASE CONTRACT

Nr. 2

December 2021

"Radiation Protection Centre", VAT exempted company code 193288633, whose registered office is at Kalvariju str. 153, LT-08221 Vilnius, represented by Ramunė Marija Stasiūnaitienė, acting director, acting pursuant to the Bylaws of the company (hereinafter – **the Buyer**), of the one part, and ENVINET GmbH, whose office is registered at Hans-Pinsel-Str. 4, 85540 Munich, Germany, represented by managing director: Siegfried Stuffer (hereinafter - **the Seller**), of the other part jointly hereinafter referred to as the "Parties" and any of them separately - as a "Party", have concluded the following Sale-Purchase Contract (hereinafter - the Contract):

## 1. Subject-matter of the contract

1.1. The Seller undertakes to sell the three-years communication and maintenance service for ENVINET spectroscopic monitoring systems within the early warning radiation monitoring network RADIS, and mobile spectroscopic system MONA including, testing, delivery of required installation equipment and on-site training for personnel under the terms and procedures set forth herein and the Buyer undertakes to purchase and accept the products and to pay an agreed price for them.

## 2. Service, equipment cost, contract amount

- 2.1. Three-years communication and maintenance service for ENVINET spectroscopic monitoring systems SARA 2.0 (30 pcs) - 21.240,00 Eur.
- 2.2. Three-years communication and maintenance service for ENVINET spectroscopic monitoring systems SARA 1.0 (17 pcs) within the early warning radiation monitoring network RADIS and mobile spectroscopic system MONA (1 pcs) - 16.770,00 Eur.
- 2.3. Probe Sealing Station for replacement of SIM cards + delivery - 4011,00 Eur.
- 2.4. 1-day on-site training on operation of the gas probe sealing station, including SIM card replacement in one of the monitoring stations SARA - 4.890,00 Eur.
- 2.5. Contract amount 46 911, 00 Eur (including 19 % VAT) – **55 824,09 Eur** (fifty-five thousand eighty hundred twenty-four euros 09 ct).

### **3. Payment terms**

- 3.1. Settlements under this Contract shall be made by bank transfers to the bank account referred to by the Seller herein below at the beginning of the maintenance period.
- 3.2. The price of pos. 2.3–2.4 shall be paid against commercial invoice after order acknowledgement within 10 days after date of invoice.
- 3.3. The costs for pos. 2.1–2.2 is due at the beginning of each annual service period or total amount for three-year period of communication and maintenance service after within 10 days after date of signing a Contract.

### **4. Deadline and order**

- 4.1. The Seller undertakes to ensure provision of communication and maintenance service to the Buyer starting from the date when first system starts to operate based on new communication service but not later than 4 months after the date of signing the contract.

### **5. Quality, Seller Warranties and Parties' liability**

- 5.1. The scope and conditions of communication and maintenance service must comply with the manufacturer's those declared in in the technical specifications declared in Annex.
- 5.2. The Seller obligates to provide complete communication and maintenance service to the Buyer for 36-month starting from the date of signing the contract.
- 5.3. Period of warranty is 12 months from the date of shipment of goods. Any defective parts shall be returned to the Seller repaired or substituted defective parts on its own charge. The warranty period covering the parts repaired or replaced cannot exceed the date of expiration of the original warranty covering the parts in question. Warranty on application software is fulfilled through the software remote service line. The Buyer has to provide the remote access capability.
- 5.4. If some of 2.1–2.5 is not available due to incompatibility of communication service, the Seller returns to the Buyer the cost of according service plus VAT.
- 5.5. The Buyer undertakes to implement the following preconditions:

- compatibility testing of new SIM cards with one (test) SARA 1.0 is performed;
- replacement of SIM cards is done by a specialist of the Buyer who has undergone relevant training by ENVINET;
- online access to the local NMC installation with active maintenance contract is ensured;
- online access to ENVINET stations for the support is ensured;
- access to an email server for automatic transmission of email messages to the ENVINET support is ensured.

## 6. Force majeure

6.1. The Parties shall not be liable for non-fulfilment or improper fulfilment of their obligations hereunder if such non-fulfilment or improper fulfilment is caused by Force majeure.

### Legal address and details of the parties

#### To the Buyer:

Radiation Protection Centre  
 Kalvariju str. 153,  
 LT- 08352, Vilnius, Lithuania  
 Company code: 193288633  
 Tel. +370 5 236 1936  
 Fax +370 5 276 3633  
 E-mail: [rsc@rsc.lt](mailto:rsc@rsc.lt)  
 Account no: LT72 7044 0600 0027 0402  
 AB SEB bank

#### To the Seller:

ENVINET GmbH  
 Hans-Pinsel-Str. 4- 85540 Haar  
 (Munich), Germany  
 Phone +49 (89) 45 66 57-800  
 Fax +49 (89) 456657-820  
 E-mail: [info@envinet.com](mailto:info@envinet.com)  
 SEB AB Frankfurt Branch  
 BIC/SWIFT: ESSEDEFF  
 IBAN: DE55 5122 0200 0071 6240 07

Acting Director

~~Radiacijos Marija Stasiūnaitienė~~



Managing Director

~~Wolfgang Rieck~~

SIEGFRIED STUFFER

A.V.

scientaenvinet

ENVINET GmbH  
 Hans-Pinsel-Str. 4, 85540 Haar, Germany  
 Phone: +49 89 456657-0  
[www.scientaenvinet.com](http://www.scientaenvinet.com)

Acturas Kairėnas  
 Magnetinio techninio  
 aprūpinimo skyriaus vedėjas

Olga Sevriukova  
 Ekspertizės ir apšvitės stebėsenos departamento  
 Radiacinio pavojaus stebėjimo  
 ir perspėjimoskyriaus vedėja

UAB "Scientaenvinet"  
 Techninio aptarnavimo ir  
 konsultavimo  
 departamento direktorius

Kazys Čižauskis  
 Radiacinio saugos centro  
 vyriausiasis specialistas (teisininkas)