

2023-09-07 Nr. 21-16-1238

Quantity of Appendices: 4

**State Border Guard Service  
under the Ministry of the Interior  
of the Republic of Lithuania**

**Address:** Savanoriu Ave. 2, LT-03116, Vilnius,  
Republic of Lithuania

**Reg. No.** 188608252

**Tel:** +370 707 59305

**E-mail:** dvks@vsat.vrm.lt

**Represented by:**  
Rustamas Liubajevas  
Commander of Service

HEREBY  
ORDERS THE  
GOODS/  
SERVICES  
LISTED  
HERE AFTER  
FROM:

**AIRBUS HELICOPTERS**

Head Office :

Aéroport international Marseille-Provence  
13725 MARIGNANE Cedex – France  
RCS Aix en Provence: 352 383 715

Acting in the name and for the account of:  
AIRBUS HELICOPTERS DEUTSCHLAND  
GmbH having its registered office at 86607  
Donauwörth – Germany under HRB number  
16508.

Represented by :  
Mr. Cristobal BULBOA

E-mail:  
cristobal.bulboa@airbus.com

Tel:

Prices in euro, taxes excluded, DDP (Free Carrier Incoterms® ICC 2020), Donauworth Factory, Germany

1. HELICOPTER TYPE	Type	Quantity
	H145	3
As per Baseline aircraft Definition in Appendix 1		"H145 Police for LBG, Lithuania" dated 28 Aug 2023

2. OPTIONAL EQUIPMENT
As per Customized aircraft Definition in Appendix 2

3. DELIVERY DATE of the EQUIPPED AIRCRAFT (month/year)	
Helicopter equipped with Optional Equipment (1+2) as described in Appendix 1 and 2.  This date is subject to reception of the down payments on AIRBUS HELICOPTERS' account as scheduled in section 21 and the fulfilment of contractual obligations	As described in Annex 5  <b>SPECIAL CONTRACT CONDITIONS</b>

4. PRICE OF THE EQUIPPED AIRCRAFT	
Price of helicopters with optional equipment (1+2) as described in appendix 1 & 2, in Euro VAT excluded, all discount included	47 242 813,33 Euros

5. PRESERVATION AND PACKING
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	<b>Shipping Mode</b>	<b>Incoterms® (ICC 2020)</b>
<b>Equipped helicopter</b>	Ferry Flight by Airbus Helicopters' crew	DDP

<b>6. DELIVERY ADDRESS</b>	<b>Airbus Helicopters, At customer's address:</b> Oreiviu str. 1. Paluknys airfield, Trakai district, Republic of Lithuania
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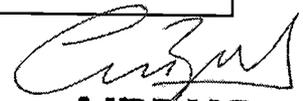
<b>7. PAINT SCHEME AND INTERNAL HARMONY REFERENCES</b>	Standard painting
<b>PAINT SCHEME REFERENCES</b>	Two (2) months after contract signature
<b>INTERNAL HARMONY REFERENCES</b>	Two (2) months after contract signature

<b>8. INSTRUMENTS</b>	
Navigation	Anemometer
	Variometer
	Altimeter
Weight and balance	
Oil pressure manometer	
Fuel gauge	

<b>9. INTERIOR SIGNS</b>	
Instrument Panel and console	English
Security and Easement	English

<b>10. EXTERNAL METAL REGISTRATION PLATE</b>	Yes
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<b>11. REGISTRATION MARKS AND DATA SHEETS</b>	To be provided at the latest:
The registration marks	Four (4) months before delivery
Data sheets, Emergency Locator transmitter (PDS) Transponder mode S (PDS mode S)	Four (4) months before delivery

  
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<b>12. AIRWORTHINESS CERTIFICATE (AC) / EASA Form 52</b>	Export <input type="checkbox"/> With CCRE <input type="checkbox"/>	EASA Form 52 <input checked="" type="checkbox"/>
<b>Specificities</b>	N/A	

<b>13. AIRWORTHINESS CERTIFICATE CONFORMITY</b>	EASA
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<p><b>14. TRAINING as per Airbus Helicopters planning</b></p> <ul style="list-style-type: none"> <li>&gt; As described in Annex I Technical specification and Annex 5 Special contract conditions</li> <li>&gt; Standard Conditions of Sale in force</li> </ul> <p>The training will be provided:      English</p> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p style="text-align: center;"><b>Price</b> Included</p> </div>
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<p><b>15. TECHNICAL ASSISTANCE</b></p> <ul style="list-style-type: none"> <li>&gt; Standard Conditions of Sale in force      Yes</li> </ul>
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<p><b>16. DOCUMENTATION</b></p> <ul style="list-style-type: none"> <li>&gt; As described in Annex I Technical specification and Annex 5 Special contract conditions</li> <li>&gt; Standard Conditions of Sale in force</li> </ul> <ul style="list-style-type: none"> <li>o One (1) hard copy of the Flight Manual in      (! the language has to be the same than the interior signs)</li> <li>o One (1) interactive electronic support O.R.I.O.N. (Optimized Reader for Internet and Other Networks) with the documentation necessary for the maintenance of the Helicopter and for the identification of parts for operation and routine servicing, for each Customer's Helicopter delivered.</li> </ul> <p>the Customer has access through e-TechPub on Keycopter to:</p> <ul style="list-style-type: none"> <li>- O.R.I.O.N. Online for reading only</li> <li>- O.R.I.O.N. Light Online for download</li> </ul> <div style="border: 1px solid black; padding: 5px; width: fit-content;"> <p style="text-align: center;"><b>Price</b> Included</p> </div> <ul style="list-style-type: none"> <li>o An access to technical Information Publication on Internet (T.I.P.I.) for Service Bulletins / Master Servicing Manual / and the Maintenance</li> <li>o Review Board Report (if applicable)</li> </ul>
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**17. SOFTWARE AS A SERVICE AND ASSOCIATED SUBSCRIPTIONS**

- > **As described in Annex I Technical specification and Annex 5 Special contract conditions**
- > **Standard Conditions of Sale in force**
- > Amendment to A5 of the Standard Conditions of Sale:
  - o The Supplier, in reference with the technical request and the Airbus Standard Conditions of Sale, shall provide the Buyer at no additional cost with a package of two (2) additional years of subscription of the Services (as available depending on the helicopter's type) laid out in A5 "Software as a Service and associated Subscriptions" of the Airbus Standard Conditions of Sale. For avoidance of doubt, therefore the Buyer shall receive in total three (3) years of subscription of the following Services:
    - Flight Perfo apps (\*) per delivered Helicopter (\*) included in the flight manual for the H160 Helicopter
    - Connectivity Services per delivered Helicopter equipped with wACS hardware
    - Flight analyser per delivered Helicopter
    - Fleet monitoring per delivered Helicopter

<b>Price Included</b>
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**18. DELIVERY ADDRESS FOR ENGINE DOCUMENTATION**

Name and address of the aircraft's maintenance center if different than the Buyer

Name: [REDACTED]  
 Address: [REDACTED]  
 Phone number: [REDACTED]  
 E-mail address: [REDACTED]

**19. WARRANTY**

- > **Standard Conditions of Sale in force**
- Within two thousand (2,000) flying hours or thirty-six (36) months, whichever period first expires  
 This warranty applies on Helicopter(s) in baseline definition and installed optional equipment.  
 The turbine engine(s), specific equipment with a STC mentioned in the Contract (if any) and MEGHAS avionics equipment are covered by the warranty granted by the manufacturers of these items the benefits of which the Seller will assign on to the Customer.

- > **Warranty extension : No**

<b>Price Included</b>
Aircraft <input type="checkbox"/>
Engine <input type="checkbox"/>

**20. ASSIGNMENT CONTRACT**

As per attached standard conditions of sale, the Customer shall not be entitled, without the prior written consent of the Seller, to assign or transfer to a third party all or part of the rights and obligations under the Contract	
In case of financing, or other, and therefore modification of the owner of the aircraft, the "Know your customer" process (SCS §4.1) shall apply with the new owner	<b>Documents (Tri parti assignment agreement) to be signed one month before delivery</b>

**47 242 813,33 Euros**

**21. TOTAL AMOUNT OF THE CONTRACT**  
Taxes excluded

**22. PAYMENT TERMS**

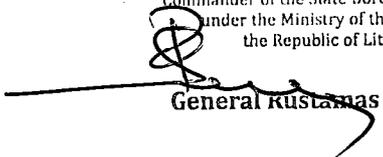
<b>Invoicing address</b> If different page one	
<b>Customer's Bank Data</b> <i>The customer shall provide to Airbus Helicopters all required information permitting to perform necessary verification under regulatory rules for the "Know your customer" (SCS § 4.1)</i>	Bank Name <b>SWEDBANK</b>  Bank Address <b>Konstitucijos ave 20A</b> Account name <b>Lithuanian State Border Guard Service</b> IBAN <b>LT957300010000543098</b> SWIFT <b>HABALT22</b>
<b>Airbus Helicopters' Bank Data</b>	All payments shall be made on AIRBUS HELICOPTERS' bank account, by irrevocable bank transfer. [REDACTED] Account code: [REDACTED] Bank code: [REDACTED] IBAN: [REDACTED] S.W.I.F.T.: [REDACTED]
<b>Down-payment</b>	<b>As described in Annex 5 SPECIAL CONTRACT CONDITIONS</b>
<b>Intermediate payment</b>	<b>As described in Annex 5 SPECIAL CONTRACT CONDITIONS</b>
<b>Balance</b>	<b>As described in Annex 5 SPECIAL CONTRACT CONDITIONS</b>



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This order is subject to the Standard Conditions of Sale attached hereto in **Appendix 3** which are known and wholly accepted by the undersigned.

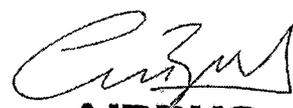
Made in two originals copies at \_\_\_\_\_ on \_\_\_\_\_

FOR THE BUYER	FOR AIRBUS HELICOPTERS
<p>Commander of the State Border Guard Service under the Ministry of the Interior of the Republic of Lithuania</p>  <p>General Rastaus Liubajevs</p> <p>Signature and stamp</p>	 <p><b>AIRBUS</b></p> <p>Europe Region Aéroport International Marseille Provence 13725 Marignane cedex</p> <p>Signature and stamp</p>

## Appendix 1

### BASELINE AIRCRAFT DEFINITION

As Described at Final offer dated 28 Aug 2023 configuration profile list „H145 Police for LBG, Lithuania“



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## Appendix 2 - TECHNICAL CONFIGURATION at delivery

As Described at Final offer dated 28 Aug 2023 configuration profile list „H145 Police for LBG, Lithuania“

  
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Initials: \_\_\_\_\_

## Appendix 3

### STANDARD CONDITIONS OF SALE

- Annex 5 SPECIAL CONTRACT CONDITIONS
- 2022 AIRBUS HELICOPTERS SCS
- 2022 AIRBUS HELICOPTERS SCS Annex – Specific annex applying to the sale of New Helicopters and associated Services

  
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## SPECIAL CONTRACT CONDITIONS

### 1. DEFINITIONS

- 1.1. **Contract** – a contract between the parties, consisting of a set of documents referred to in clause 1.2 of the Special Contract Conditions.
- 1.2. The Contract Documents, which, in the event of any conflicts and inconsistencies between the parts of the Contract, shall prevail in the following descending order:
  - 1.2.1. Special Contract Conditions;
  - 1.2.2. Technical Specification (Annex I to the Contract);
  - 1.2.3. Standard Sales Conditions of the Supplier;
  - 1.2.4. Procurement Order, Order or Order Confirmation (if applicable) (Annex II to the Contract);
  - 1.2.5. Supplier's final offer (Annex III to the Contract);
  - 1.2.6. Special Annex(es) (Annex IV to the Contract);
  - 1.2.7. Other Annexes/Appendices (to be numbered sequentially: V, VI, VII etc.).

### 2. OBJECT OF THE CONTRACT

2.1. The Supplier undertakes to transfer to the Buyer, under the conditions set out in the Contract, the ownership of 3 units of multi-engine helicopters with Special Equipment, Equipment used by the Crew, Equipment required for the operation of the Helicopters, Technical Documentation and Data used, Training (hereinafter – the Goods), the detailed description of which, their quality and other requirements are set out in the Technical Specification of the Goods (Annex I to the Contract), and the Buyer undertakes to accept the Goods complying with the requirements of the Contract under the conditions and within the terms and conditions specified in the Contract, and to make payment for the Goods in accordance with the conditions and within the time limits specified in the Contract.

2.2. The Supplier shall provide the Buyer with a schedule of delivery of the Goods and the schedule for the performance of the helicopter manufacturing works within 30 calendar days of the signing of the Contract and the provision of a performance security complying with the requirements set out in Section 13 of the Special Contract Conditions.

2.3. Final order delivery term is set to March 31<sup>st</sup>, 2025. In the event of an extension of projects fulfilling, that fund this Procurement, order delivery term can be extended with the agreement of both Parties. After extending Procurement delivery term, the Supplier shall provide an updated order delivery and helicopter manufacturing work schedule.

### 3. LAW APPLICABLE TO THE CONTRACT

3.1. The Contract and all rights and obligations arising from this Contract, as well as the settlement of disputes, shall be governed by the laws and other normative legal acts of the Republic of Lithuania. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.



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#### 4. CONTRACT PRICING RULES AND PAYMENT TERMS

4.1. The Contract Price is a fixed price with review contract.

4.1.1. If Consumer goods and services price change (k), calculated as provided in this paragraph, exceeds 15 percent, either of the Contract parties during the validity of this Contract have the right to initiate recalculation (change) of rates set in this Contract no earlier than 6 (six) months after this Procurement contract signing date (if recalculation was already done - after last recalculation date). Whilst recalculating the rates, Contract parties follow European Union Statistical Office (EUROSTAT) public data, without requesting to provide official EUROSTAT or other institution's issued document from the other Party.

4.1.2. Parties in the Agreement shall provide index value at the beginning of term and its setting date, index value at the ending of term and its setting date, price change (k), recalculated rates, recalculated initial contract value.

4.1.3. Recalculated rates are only applied to works/parts of work that were performed after Parties concluded an Agreement of price change.

4.1.4. New rates are calculated by using this formula:

$$a_1 = a + \left( \frac{k}{100} \times a \right)$$
, where a - rate (Eur, VAT excluded) (if it was already recalculated, last recalculation)

a<sub>1</sub> - recalculated rate (Eur, VAT excluded)

k - Consumer goods and services price change (increase or decrease, %), calculated in accordance with Consumer price index ("Consumer goods and services" is chosen (common index is used for recalculation)). "k" value is calculated by using this formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradiia}} \times 100 - 100, (\%), \text{ where}$$

Ind<sub>naujausias</sub> - newest published Consumer goods and services index on the day of application for price recalculation to the other Party (Common "Consumer goods and services" is chosen)

Ind<sub>pradiia</sub> - start term date (month's) consumer goods and services index (Common "Consumer goods and services" is chosen). In the event of first recalculation, start term (month) is this Contract's signing date's first day of the month. In the event of second or further recalculation term start (month), latest recalculation index value publishing month

4.1.5. Index values for calculations shall be with the accuracy of four digits after decimal point. Calculated change (k) for further calculations shall be rounded to on digits after decimal point (EUROSTAT publish all changes with one digit after decimal point). Calculated rate "a" is rounded to two digits after decimal point (procuring organization round to the same number of digits as is used for pricing in this Contract).

4.1.6. Later price and rate recalculation cannot include the period, for which the recalculation was already performed.

4.2. The Contract Price is inclusive of all costs incurred by the Service Provider, including but not limited to:

4.2.1. all costs related to the manufacture, assembly, installation, testing and certification of the helicopters, their airframe, engines, components, software, additional Special Equipment, equipment used by the Crew, equipment necessary for the operation of the Helicopters, in order to comply with the requirements laid down in the Technical Specification (Annex I to the Contract);

4.2.2. all costs associated with transporting the helicopters to the location referred to in

  
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Clause 5.3 of the Contract, such as: fuel, airport taxes, insurance, navigation fees, permit fees, etc.;

4.2.3. the cost of transporting the equipment and instruments to the place referred to in Clause 5.3 of the Contract, packing, loading, transit, customs clearance, inspection, insurance, on-site assembly and/or commissioning of the delivered Goods, and the cost of supplying the tools and equipment necessary for the operation of the delivered Goods;

4.2.4. the cost of training, testing and examination of the Purchaser's personnel as provided for in the Technical Specification (Annex I to the Contract);

4.2.5. the cost of providing (and, if applicable, updating) the documentation, operating and maintenance manuals and software packages and data files provided for in the Technical Specification (Annex I to the Contract);

4.2.6. the costs of warranty maintenance of the Goods;

4.2.7. the Costs of submitting invoices via the E-invoicing system.

4.3. In the event that the Buyer is required to pay value added tax (hereinafter – VAT) to the state budget of the Republic of Lithuania in accordance with the procedure laid down by the laws governing taxes and their implementing legal acts for the procurement of the object of procurement, the VAT not included in the price of the offer shall be included at the time of conclusion of the Contract.

4.4. No additional costs incurred by the Service Provider will be paid or reimbursed.

4.5. Payments shall be made in euro in the following order:

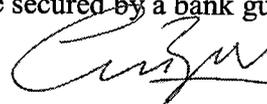
Payment amount	Documents to be submitted	Total
<b>Pre-payment (advance)</b>		
██████████ eur. excluding VAT	Bank security and invoice/VAT invoice or application/invoice for advance payment	Total excl. VAT
	<b>Amount payable:</b>	██████████ EUR
<b>Payments</b>		
<b>1st intermediate payment</b>		
1st intermediate payment, ██████████ excluding VAT Production phase I Period until 10 December 2023	Acceptance certificate for the actual production work for Phase I, hereinafter referred to as "Critical Design Review", signed by both Parties, invoice/VAT invoice for intermediate payment	Total excl. VAT
	<b>Amount payable:</b>	██████████ EUR

  
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2nd intermediate payment		
2nd intermediate payment, [REDACTED] excluding VAT Production phase II Period until 01 July 2024	Acceptance certificate for the actual production work for Phase II, hereinafter referred to as "FAL – Start of Final Assembly Line" signed by both	Total excl. VAT
	<b>Amount payable:</b>	[REDACTED] Eur
3rd intermediate payment		
3rd intermediate payment, [REDACTED] excluding VAT after deduction of the advance and intermediate payments) Production phase III Period until 13. December 2024	Acceptance certificate for the actual production work for Phase III, hereinafter referred to as "Final Assembly Line Progress Inspection" signed by both Parties, invoice/VAT invoice for intermediate payment / <i>other documents, if necessary</i>	Total excl. VAT
	Deductible advance amount:	-
	<b>Amount payable:</b>	[REDACTED] EUR
Final payment		
Final payment [REDACTED] Acceptance of Goods (with possibly some open items pending) and IPL Delivery [REDACTED]	Final Acceptance Protocol (please refer to Annex 1 of this Contract) for the Goods signed by both Parties / VAT invoice for final payment / <i>other documents, if necessary</i>	Total excl. VAT
	Deductible advance amount:	-
	<b>Amount payable:</b>	[REDACTED] EUR
Total value of Goods:		47 242 813,33 EUR
Total amount payable:		47 242 813,33 EUR
VAT		9 756 885,95 EUR
Total amount payable including VAT		56 999 699,28 EUR

4.6. An advance payment of up to 30% of the Contract price, excl. VAT, may be made at the Supplier's request. The advance payment shall be secured by a repayment guarantee to be provided by the Supplier and valid for the duration of the Contract.

4.7. The Supplier must provide a guarantee for reimbursement of the advance for the full amount of the advance together with the application for advance payment and the invoice for advance payment. The advance payment guarantee must be secured by a bank guarantee containing a binding

  
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condition on first demand (the essential conditions of the guarantee are: the amount of the guarantee, unconditional (i.e. the Buyer needs only to specify the condition(s) which the Supplier has breached, but does not need to substantiate the total or partial non-performance or improper performance of the contractual condition referred to in the demand), the details of the Buyer and the Supplier, the period of validity, the agreement to pay the amount of the security in an uncontested manner within the time limit set, and the security must be duly signed and endorsed). The Supplier must prearrange the bank guarantee with the Buyer. Failure by the Supplier to provide an invoice for payment of a compliant guarantee shall result in no advance payment, but the Contract shall remain in force and payments shall be made in accordance with this Annex. The amount of each Interim Payment shall be determined by the quantity and value of the works/goods actually performed/ delivered. The intermediate payment shall be made when the Supplier submits the intermediate certificate for the works/goods signed by the Parties, the VAT invoice (invoice) for the works/goods delivered/other documents if required.

4.8. The intermediate payments shall be made on the basis of the VAT invoices/invoices submitted by the Supplier showing the goods actually delivered by the Supplier or the works actually carried out. For the purpose of determining the amounts of the 3rd intermediate payment and the final payment, the value of the goods actually delivered/works actually carried out shall be deducted from the part of the advance payment (if any), 80% of the advance paid shall be deducted in the 3rd intermediate payment and 20% of the advance paid shall be deducted from the final payment.

4.9. The intermediate payments shall be made upon performance of the works, signing of the acceptance certificates of the Goods and submission of the VAT invoice (invoice) by the Supplier no later than 30 days from the date of signing of the acceptance certificate and receipt of the VAT invoice.

4.10. The final payment shall be made upon delivery of all the Goods, signing of the final acceptance certificate of the Goods, and submission to the Supplier of the VAT invoice (invoice) no later than 60 days from the date of signing of the acceptance certificate and receipt of the VAT invoice.

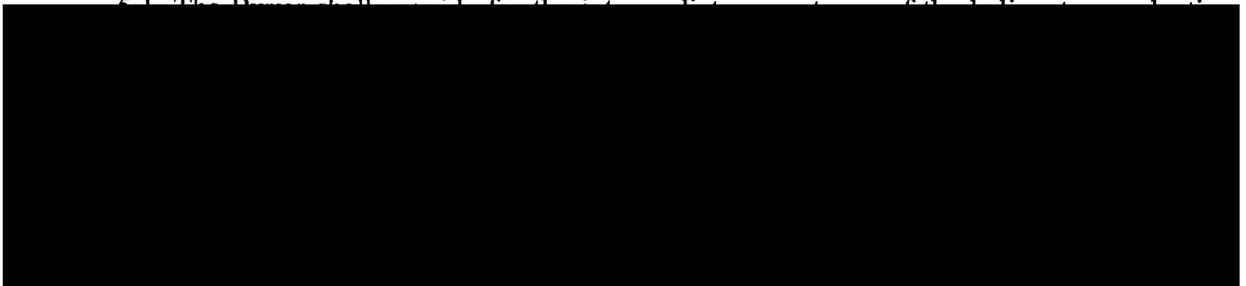
4.11. All payments shall be made by bank transfer to the Supplier's bank account specified in the Contract in accordance with the terms set out in clauses 4.9 and 4.10.

4.12. In the performance of the Contract, the submission of value added tax invoices, invoices, credit and debit documents and advance invoices shall be carried out using the "E.sąskaita" information system tools. If the functionalities of the "E.sąskaita" information system are insufficient or temporarily unavailable, the Supplier may provide the necessary information in writing.

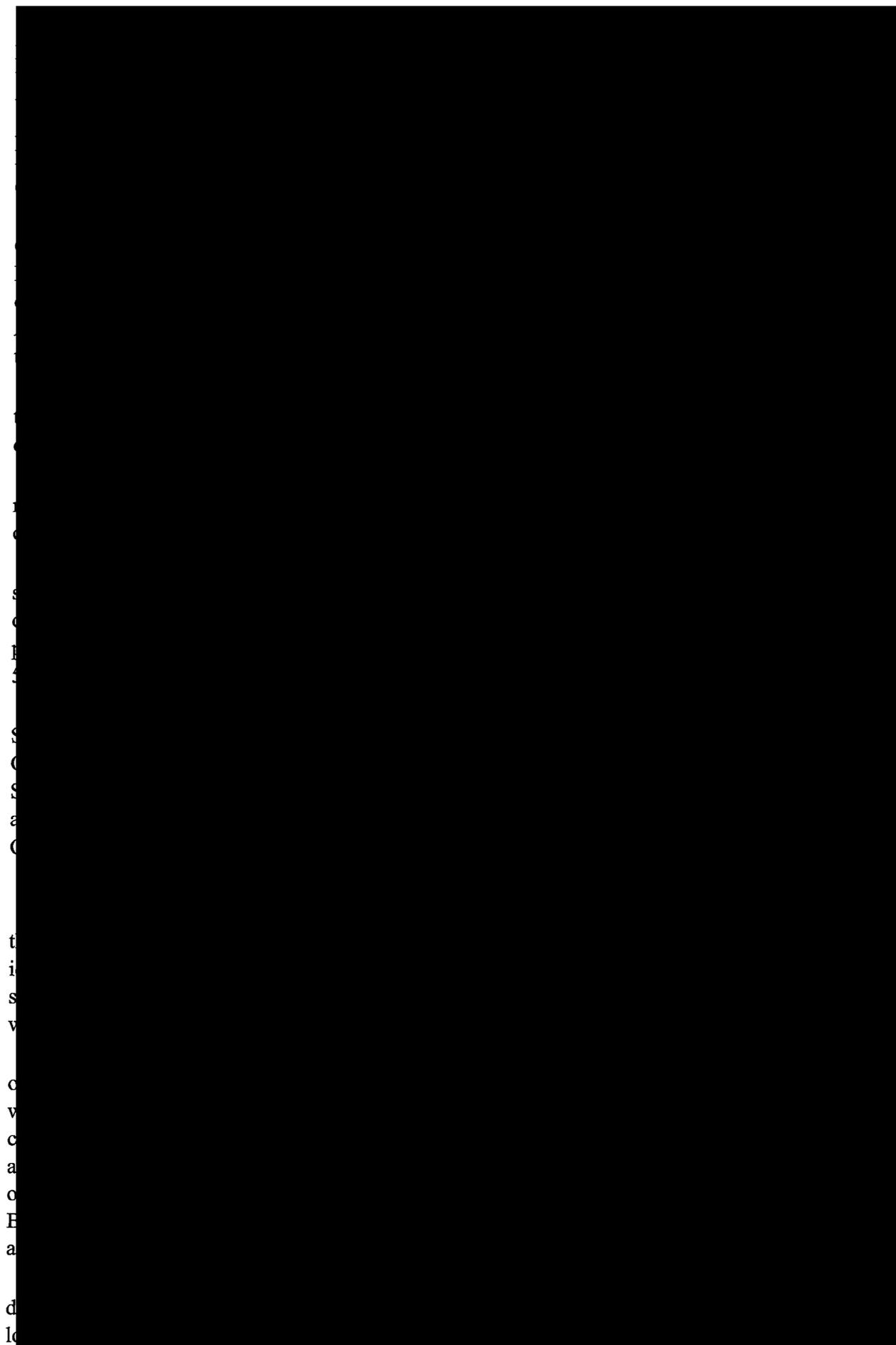
4.13. The VAT invoice under this Contract shall be submitted using the "E. sąskaita" information system. The invoice shall not be submitted before a deficiency-free/comment-free acceptance certificate has been agreed and signed by both Parties (i.e. when all the deficiencies or comments, if any, in previous acceptance certificates have been removed). Certain items of the aircrafts which are to be agreed by both parties as "open items" subject to subsequent completion of the aircrafts within a reasonable timespan shall not hinder invoicing.

## 5. DELIVERY AND HANDOVER OF GOODS

5.1. The Buyer shall provide the following information to the Supplier:



  
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## 6. QUALITY OF GOODS AND WARRANTY

6.1. The Supplier warrants the quality of the Goods and the absence of hidden deficiencies/defects. The quality of the Goods must comply with the requirements set out in the Contract and its Annexes.

6.2. The warranty period shall commence from the date of delivery of the Goods, or part thereof if the Goods are delivered in instalments, into the possession of the Buyer (i.e. the date of signing of the defect-free acceptance certificate). The warranty period for all replaced or repaired Goods or parts thereof shall commence on the date of delivery of the duly replaced or repaired Goods or parts thereof to the Buyer. For avoidance of doubt: All warranty ends with respective warranty of the aircraft.

6.3. The terms of the warranty obligations are set out in the Supplier's Standard Conditions of Sale. The maximum period of warranty obligations set out in these documents shall apply.

6.4. The rectification of defects and malfunctions shall be carried out in accordance with the procedures set out in the Technical Specification (Annex I to the Contract) and the Supplier's Standard Conditions.

6.5. The Supplier shall remedy as soon as possible, at the Supplier's own expense, any defects or malfunctions discovered during the warranty period which are not attributable to the Buyer.

6.6. If defects become apparent or malfunctions occur during the warranty period, the Buyer shall notify the Supplier in writing, stating that the Supplier shall:

6.6.1. either within the time limit specified in the Technical Specification (Annex I to the Contract) or within the time limit specified by the Buyer or based on a mutual agreement depending on the complexity of the defect (based on "case by case" assessment), if not specified in the Technical Specification, to rectify the defect/malfunction;

6.6.2. either within the time limit stipulated in the Technical Specification (Annex I to the Contract) or within the time limit set by the Buyer, if not stipulated in the Technical Specification, replace the unsuitable Goods/Part of the Goods with a Goods/Part of the Goods/Part of the Goods/component of the Goods/component of the Goods that complies with the requirements.

## 7. RIGHTS AND OBLIGATIONS OF THE PARTIES TO THE PROCUREMENT CONTRACT

### 7.1. The Supplier undertakes:

7.1.1. to deliver the Goods and services provided for in this Contract and the Annexes hereto to high quality standards and to perform the other obligations set out in the Contract and the Annexes hereto in accordance with the terms and conditions set out in the Contract and the Annexes hereto to its reasonable own risk and expense, with a high degree of reasonable care and efficiency, including, but not limited to, the delivery of the Goods in accordance with the generally accepted professional and technical standards and practices and the best of its knowledge, skill, and knowledge;

7.1.2. to cooperate with the Buyer throughout the performance of the Contract and to immediately inform the Buyer in writing of any circumstances which prevent or may prevent the Supplier from fulfilling its obligations in accordance with the terms set out in the Contract, or which may affect the volume and/or quality of the Goods to be supplied;

7.1.3. to assume the risk of loss of or damage to the Goods up to the time of signing the acceptance certificate (without defects);

  
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7.1.4. to transfer to the Buyer the ownership rights to the Goods after the signature of the (non-defective) acceptance certificate of the Goods;

7.1.5. to ensure the confidentiality and protection of information received from the Buyer during the performance of the Contract and related to the performance of the Contract;

7.1.6. to not use the Buyer's trademarks or name in any advertising, publications or otherwise without the Buyer's prior written consent;

7.1.7. to ensure that, at the time of the award of the Contract and throughout the term of the Contract, the Goods are supplied by qualified and experienced Supplier's or its subcontractor's (if applicable) specialists;

7.1.8. to return to the Buyer, at the Buyer's written request, all documents received from the Buyer and necessary for the performance of the Contract;

7.1.9. rely on the sub-suppliers specified in the Offer, if used in the performance of the Contract, as well as on those sub-suppliers that are replaced or newly used during the performance of the Contract, in accordance with the requirements of this Contract;

7.1.10. to rely on the specialists specified in the Offer and those added during the performance of the Contract or modified in accordance with the requirements of the Contract;

7.1.11. upon conclusion of the Contract, but no later than the commencement of performance of the Contract, the Supplier undertakes to inform the Buyer of the names, contact details and representatives of the sub-suppliers known at that time. The Buyer shall also require the Supplier to inform it of changes to the above information throughout the performance of the Contract, as well as of any new subcontractors it intends to use at a later date;

7.1.12. to collect, at its own expense, within the time specified by the Buyer, the Goods delivered which do not comply with the requirements of the Contract and to reimburse the costs of storage of such Goods at the Buyer's request;

7.1.13. to keep diligent accounts, records and receipts in respect of payments made by the Buyer under this Contract. .. Audits of the supplier may be performed via German authorities. The Supplier shall provide any explanations relating to the costs for which the Buyer requests clarification;

7.1.14. to duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania upon written notification from the Buyer within a prior reasonable timespan for the supplier to prepare for fulfillment of such obligations that are to be expected or which shall occur in the future;

7.1.15. to provide the Buyer, on request, with full information on the progress of the Contract.

## **7.2. The Supplier shall have the right:**

7.2.1. to receive the Contract Price, provided that it duly and timely performs all its obligations under this Contract;

7.2.2. the Supplier shall have other rights provided for in this Contract and in the legislation in force in the Republic of Lithuania.

## **7.3. The Buyer undertakes:**

7.3.1. to receive the Goods from the Supplier in a timely manner and to pay for them in a timely manner in accordance with the procedure set out in the Special Contract Conditions;

7.3.2. to take all reasonable measures necessary to protect the Goods against loss or damage from the time of delivery of the Goods to the place specified in Clause 5.3 of these Conditions until the date of signing of the handover acceptance certificate (free from any deficiencies/notices) or the expiry of the period within which the Buyer obliges the Supplier to take back the Goods which do not comply with the Contract;



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7.3.3. immediately notify the Supplier of a breach of the terms of the Contract as soon as such breach is detected;

7.3.4. verify the absence of grounds for exclusion and compliance with the qualification requirements (if any) in respect of subcontractors substituted or newly engaged in accordance with the procedures set out in this Contract;

7.3.5. to provide the Supplier with all the conditions, information or documents necessary for the performance of the Contract;

**7.4. The Buyer has the right:**

7.4.1. to demand the correct, timely and qualitative delivery of the Goods and the fulfilment of the Supplier's other obligations under the Contract, to supervise and comment on the performance of the Contract, and to point out to the Supplier, orally and in writing, any defects in the Goods supplied and/or any non-conformities; to require that they be rectified as soon as possible within a period agreed with the Buyer;

7.4.2. in cases where the Supplier relies on the capabilities of a sub-supplier, the Buyer, in order to ensure the proper implementation of the provisions of Article 17(2)(2) of the Law on Public Procurement, and in accordance with the requirements set out in the Contract Documents, may check whether there are any grounds for the exclusion of a Supplier's subcontractor as specified in the Contract Documents. In such a case, if the situation of the sub-supplier fulfils at least one of the grounds for exclusion set out in the contract documents, the Buyer shall require the Supplier to replace the said sub-supplier by another sub-supplier that fulfils the requirements within a time limit to be set by the Buyer;

7.4.3. the Buyer shall have other rights provided for in this Contract and in the laws in force in the Republic of Lithuania.

## **8. FORCE MAJEURE**

8.1. Party shall not be held liable for the non-performance or partial non-performance of any of its obligations under this Contract if the Party proves that the non-performance or partial non-performance of its contractual obligations is due to circumstances beyond its reasonable control and not foreseeable at the time of the conclusion of the Contract, and that it could not have reasonably prevented the occurrence of those circumstances or their consequences.

8.2. Force majeure shall be considered as the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and other legal acts of the Republic of Lithuania. In the event of Force Majeure, the Parties shall be exempted from liability for non-performance, partial non-performance or improper performance of their contractual obligations under the Contract in accordance with the procedure laid down in the legislation of the Republic of Lithuania, and the time limit for the fulfilment of the obligations shall be extended.

8.3. The Party requesting to be relieved of liability must notify the other Party in writing of the Force Majeure circumstances immediately, but no later than 5 (five) business days after the occurrence or discovery of such circumstances, by providing documentation confirming the existence of such circumstances and evidence that it has taken all reasonable precautions and made every effort to minimise the costs or adverse consequences, and of the likely time for the fulfilment of the obligations. Notification is also required when the grounds for default cease to exist.

8.4. The grounds for releasing a Party from liability shall arise from the moment of the occurrence of the Force Majeure circumstances or, in the case of failure to give timely notice, from the moment of the giving of notice. If a Party fails to give timely notice or to inform and document

  
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the existence of Force Majeure, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

8.5. In the event that the Supplier is unable to fulfil its contractual obligations in accordance with the procedures and within the time limits set out in this Contract due to circumstances of Force Majeure occurring in a foreign country (e.g. production and/or delivery of the Goods is rendered impossible due to Force Majeure), the existence of such circumstances shall be confirmed by a certificate from the authorities of a foreign country, or by any other objective evidence.

## 9. CONFIDENTIALITY OBLIGATIONS AND DATA PROTECTION

9.1. The Buyer shall make public the Supplier's offer, the concluded Contract and amendments to this Contract, with the exception of information the disclosure of which would be contrary to the legislation governing the protection of information and data or the public interest, would harm the legitimate commercial interests of a particular Supplier or would have a negative effect on competition between suppliers.

9.2. Confidentiality obligations of the Parties to the Contract shall be determined in accordance with Article 20 of the Law on Public Procurement of the Republic of Lithuania.

9.3. In the performance of the Contract, the Parties undertake to process personal data lawfully in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation). The lawfulness of the processing of data of the parties' agents, employees or other natural persons is based on the necessity to perform the Contract. The Parties undertake to duly inform all natural persons (employees, employees of their subcontractors and other representatives) to be used for the performance of the Contract that their personal data will be processed by the Parties for the purpose of the performance of the Contract. The Parties acknowledge that the natural persons who are engaged for the performance of the Contract with the Parties and who are listed in the Contract have been informed of their personal data contained in the Contract and have given their consent in accordance with the procedures established by the Parties.

## 10. AMENDMENTS TO THE CONTRACT

10.1. The Contract Conditions may be amended during the term of the Contract in accordance with the procedure set out in Article 89 of the Law on Public Procurement of the Republic of Lithuania.

10.2. Procurement contract throughout its term can be altered without performing a new procurement procedure for the changes of: procurement quantities, scope, and object;

10.3. A modification of the Contract Conditions may be initiated by either Party by submitting a request to the other Party and supporting documentation. The Party receiving such a request shall examine it within 20 working days and provide the other Party with a reasoned written response.

10.4. Amendments to the Contract Conditions shall be formalised by a supplementary agreement and signed by both Parties.

  
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## 11. BREACH OF THE CONTRACT

11.1. If either Party to the Contract fails to perform or improperly performs any of its obligations under the Contract, it may result in breach of the Contract after the sanction or termination scheme described in Art. 11.2 has been followed.

11.2. In the event of a breach of the Contract by one of the Parties to the Contract, the aggrieved Party shall be – subsequently in the order given below (one after another) – entitled to:

11.2.1. to demand that the other Party perform its contractual obligations;

11.2.2. to claim damages except for delay already covered by Clauses 15.2. and 15.3.;

11.2.3. to demand the payment of default interest as set out in Clauses 15.2 and 15.3 of the Special Contract Conditions;

11.2.4. to make use of the performance security provided for in the Special Contract Conditions;

11.2.5. to demand a reduction in the price for any part of the Supplier's obligations that has not been fulfilled or has not been properly fulfilled;

11.2.6. to terminate the Contract;

11.2.7. to apply other remedies provided for by the legislation of the Republic of Lithuania.

11.3. The Supplier may not assign all or part of its obligations under this Contract without the prior written consent of the Buyer.

11.4. The Supplier shall immediately notify the Buyer of any material change in the Supplier's legal entity, confirming that the prerequisites for the performance of the Contract have not ceased to be valid.

## 12. VALIDITY AND TERMINATION OF THE CONTRACT

12.1. The Contract shall enter into force when the Contract has been signed by both Parties to the Contract and the Supplier has provided the performance security referred to in sub-clause 13.1 of the Special Contract Conditions and shall remain in full force until the obligations of the Parties have been fulfilled. Scanned copies of the Contract signed by all Parties shall have full legal effect prior to the exchange of originals.

12.2. The Contract may be terminated in the cases provided for in Article 90 of the Law on Public Procurement of the Republic of Lithuania. The Contract may be terminated by written agreement of the Parties.

12.3. The Buyer may unilaterally terminate the Contract in accordance with Art. 11.2. by giving the Supplier thereafter a 14 (fourteen) calendar days' notice in the following cases:

12.3.1. where the Supplier fails to fulfil its contractual obligations;

12.3.2. where the Supplier delivers Goods of inadequate quality or the Goods delivered fail to meet the requirements and perform the functions described in the Technical Specification (Annex I to the Contract) and the Supplier fails to comply with the Buyer's instruction to rectify the inadequately performed or non-performed contractual obligations within a reasonably specified period;

12.3.3. where the Supplier assigns the Contract without the Buyer's knowledge;

12.3.4. when the Supplier goes bankrupt or is liquidated, when it suspends its business activities, or when a similar situation arises in accordance with the procedure provided for by laws and other legal acts;

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12.3.5. where there is a change in the Supplier's organisational structure, such as legal status, nature or management structure, which affects the correct performance of the Contract, except where such changes result in an amendment to the Contract. The Supplier shall immediately notify the Buyer of any essential organisational change in the Supplier's legal entity, confirming that the prerequisites for the performance of the Contract have not ceased to be valid. Such organisational change shall be deemed essential, if upon such change reasons exist or become known that would in accordance with article 57 (1) & (2) of the Directive 2014/24/EU lead to a mandatory exclusion of the Supplier in a public procurement procedure;

12.4. The Supplier may unilaterally terminate the Contract by giving 14 (fourteen) calendar days' notice to the Buyer if the Buyer, through its own fault, fails to fulfil its contractual obligations.

12.5. If the Contract is terminated through no fault of the Supplier, in the event of termination, the Buyer shall pay the Supplier for the actual delivery of the Goods/portion of the Works at the rates quoted by the Supplier and for the direct costs incurred in connection with the performance of the contract.

12.6. The Buyer shall, as soon as possible after termination of the Contract, revise and confirm the value of the Goods/works provided. The Buyer shall also prepare, as soon as possible, a statement of the Supplier's debt to the Buyer and the Buyer's debt to the Supplier as at the date of termination.

12.7. Upon termination of the Contract, the provisions of this Contract relating to liability and settlements between the Parties under this Contract, warranty obligations, and all other provisions of this Contract which, as expressly provided herein, remain in force after termination of the Contract or are required to be maintained for the full performance of this Contract.

12.8. If the Contract is terminated at the Buyer's initiative due to the fault of the Supplier, the losses or expenses incurred by the Buyer shall be either recovered by deduction from the amounts due to the Supplier or by exercising the performance security provided for in paragraph 13 of the Special Contract Conditions.

### 13. PERFORMANCE SECURITY

13.1. The performance of the Contract shall be secured by a guarantee of a bank or credit union registered in the Republic of Lithuania or abroad or by a letter of guarantee of an insurance company (to be submitted together with the surety insurance policy). The value of the security for the performance of the Procurement Contract shall be 3% of the total Contract price (the price of the Procurement Contract excl. VAT) indicated in the Provider's tender. The security for performance of the Procurement Contract shall be provided within 10 days from the day of signing this Contract. The security for performance of the Contract must be ensured until the end term of Goods delivery. If the Goods delivery term is extended, the security for performance of the Contract shall be extended for the same term. Extended security for performance of the Contract shall be provided for the Buyer not later than the signing date of the Extension of goods delivery term.

13.2. The performance security shall guarantee that the Buyer will be indemnified against any loss caused by the Supplier's breach of the Contract due to its fault. The Supplier shall also be liable for breaches of this Contract caused by the fault of a sub-manufacturer in the submission of the tender and performance of the Contract.

13.3. The guarantor of the security for the Contract (surety) shall irrevocably and unconditionally undertake to pay to the Buyer the amount of the security for the Contract within a period of no later than 15 (fifteen) calendar days from the date of receipt of a written notification

  
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from the Buyer of the Supplier's breach of the obligations set out in the Contract, or of its partial or total non-performance, or of its inadequate performance, to the Buyer, by transferring the money to the Buyer's account specified. It may not be specified that the guarantor/surety is liable only for direct damages. The guarantor/surety shall not be entitled to require the Buyer to substantiate its claim. The Buyer shall specify in the notification to the guarantor/surety that the amount of the performance security is due to it as a result of the Supplier's failure to perform the Contract in whole or in part and/or its termination due to the fault of the Supplier. No performance security shall be accepted which does not comply with the requirements set out in this Section of the Contract.

13.4. If the Buyer has exercised its performance security, and if the Supplier nevertheless wants to continue to perform the contract, the Supplier shall provide a new performance security for the amount specified in this Section of the Contract within 5 (five) business days of being notified that the Buyer has exercised its performance security.

13.5. The Buyer shall return the performance security to the Supplier no later than 14 (fourteen) days after the expiry of the term of this performance security upon written request by the Supplier.

#### 14. DISPUTE PROCEDURES

14.1. The Contract and all rights and obligations arising from this Contract shall be governed by the laws and regulations of the Republic of Lithuania. The Contract is governed by and shall be interpreted in accordance with the law of the Republic of Lithuania.

14.2. Any differences or disputes arising between the Parties in connection with this Contract shall be settled by mutual agreement. In the event of failure to resolve any dispute by negotiation within 30 (thirty) days of the commencement of negotiations, any dispute, controversy or claim arising out of or relating to this Contract, its breach, termination or validity shall be settled by the competent court of the Republic of Lithuania. Negotiations shall commence on the date on which one of the Parties to the Contract has made a request in writing to the other Party to commence negotiations.

#### 15. LIABILITY OF THE PARTIES

15.1. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania and the Contract. The Parties undertake to duly perform their obligations under this Contract and to refrain from any action that may cause damage to each other or make it more difficult for the other Party to fulfil its obligations. In acc. with the Public Procurement Regulations of Lithuania and the Supplier's Standard Conditions of Sale the liability is limited to 50 % of the overall contract value.

15.2. In the event of failure to make payment within the specified deadlines, without justifiable reasons, due to the Buyer's fault, the Buyer shall, at the Supplier's request, be obliged to pay the Supplier a default interest of 0.05% of the amount not paid on time for each day of delay.

15.3. If the Supplier is late in fulfilling its obligations in accordance with the deadlines set out in this Contract and its Annexes (or as agreed between the Parties case by case), without reasonable circumstances beyond the Supplier's control, the Buyer shall, without formal notice and without prejudice to its other remedies, begin to charge a default interest of 0.05% of the Supplier's part of the unfulfilled part of the obligations on time, for each day of delay, up to a maximum of 50 % of the Contract price.

  
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15.4. If the calculated default interest exceeds 50% of the maximum Contract price, the Buyer shall, by prior written notice to the Supplier:

15.4.1. deduct the amount of default interest from the amounts due to the Supplier or use a guarantor (surety) to secure the performance of the Contract;

15.4.2. terminate the Contract.

15.5. Payment of interest shall not relieve the Parties of their obligation to perform their obligations under this Contract.

## 16. PARTIES' PARTIES

### On behalf of the Buyer:

State Border Guard Service under the  
Ministry of the Interior of the Republic of  
Lithuania

Company code 188608252  
VAT payer code LT 886082515

Savanoriu Ave. 2, LT-03116, Vilnius

Tel.: +370 5 2719305  
Email: [dvks@vsat.vrm.lt](mailto:dvks@vsat.vrm.lt)

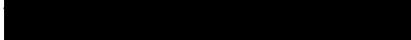
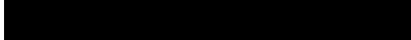
Contact. Invoice. LT95 7300 0100 0054 3098  
"Swedbank", AB 73000

### On behalf of the Supplier:

AIRBUS HELICOPTERS DEUTSCHLAND  
GmbH,

(HRB) number 16508

86607 Donauwörth (Germany)  
Tel.: +33 442 852 560

UnitCredit Bank AG, MUNCHEN,  
Account code:   
Bank code   
IBAN:   
S.W.I.F.T.: 

Commander of the State Border Guard Service  
under the Ministry of the Interior of  
the Republic of Lithuania

  
General Rustamas Liubajevs

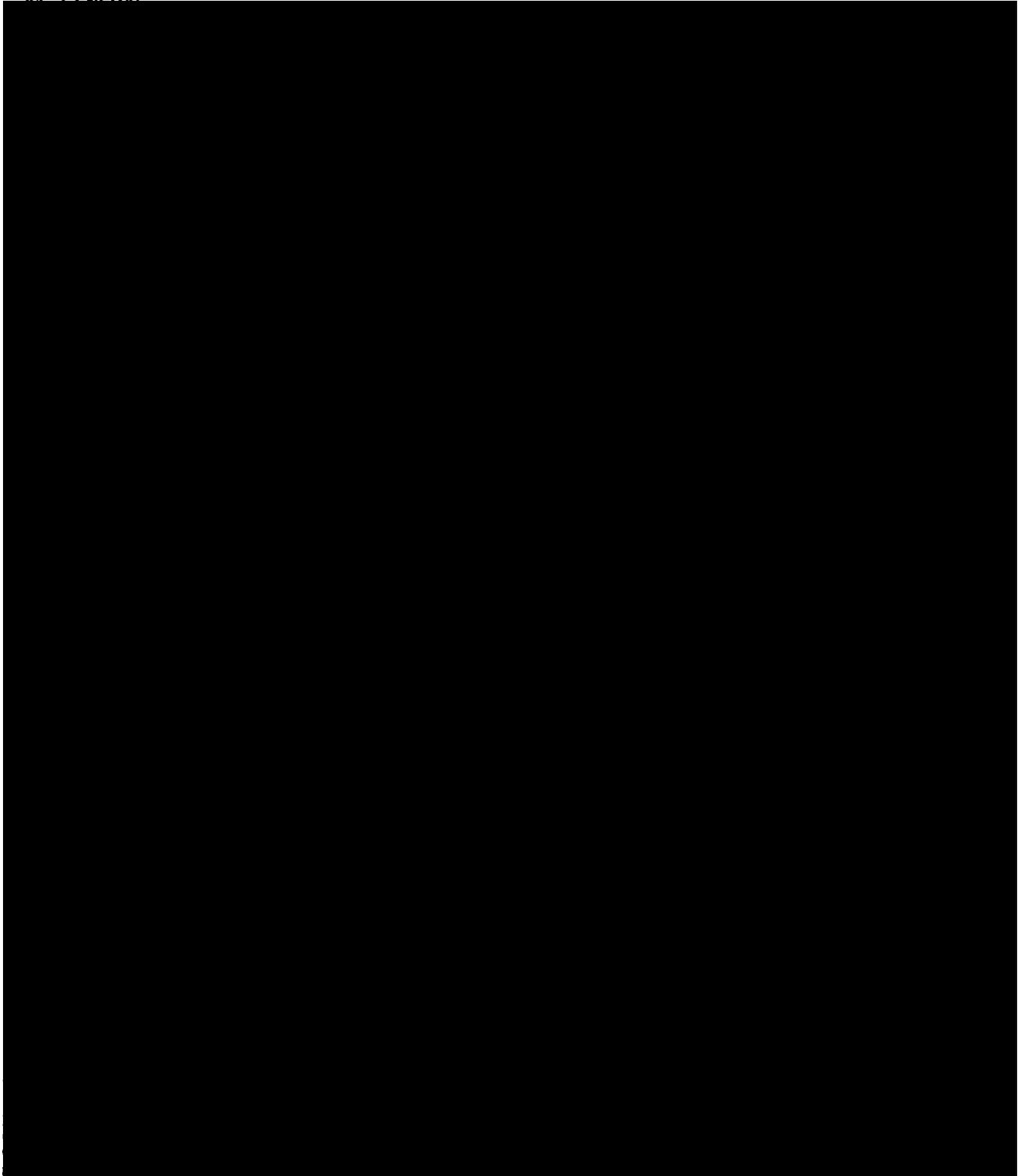
  
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# AIRBUS

HELICOPTERS

**STANDARD CONDITIONS OF SALE - SPECIFIC ANNEX  
APPLYING TO THE SALE OF NEW HELICOPTERS  
AND ASSOCIATED SERVICES**

11 - GENERAL



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