

SK-1 2025-01-07

Proposal

Maintenance TACAN and Sales Spare Module

DFS Aviation Services – Reference No. EU-2025-001



DFS Aviation Services

# Proposal

from

**DFS Aviation Services GmbH**  
**Heinrich-Hertz-Straße 26**  
**63225 Langen, Germany**

- Hereinafter referred to as “DAS” or “Contractor” –

to

Company: **Armed Forces of the Republic of Lithuania, Lithuania Air Force, Air Base Šiauliai**  
 Address: **Lakūnų st. 3**  
 ZIP Code / City: **LT-77103 Šiauliai**  
 Country: **Lithuania**  
 Represented by: **The Lithuanian Air Force Air Base command** [REDACTED]  
 VAT ID:  
 Invoice Address (if deviating):  
 Contact: [REDACTED]  
 Phone: [REDACTED]  
 Mail: [REDACTED]

- hereinafter “Customer”

We are pleased to offer you the following services to the following conditions. The General Terms and Conditions for provision of services of DFS Aviation Services GmbH (T&C-Service) in the current version (Status 01<sup>st</sup> Nov. 2018) will apply exclusively. The T&C-Service you access on the Internet at: <http://dfs-as.aero/en/terms-and-conditions.html>

Specific contractual task	Price € (net value)
<b>Offer for sale of the spare part A-RFS HF-SUB-System</b> Spare Part A-RFS HF-SUB-System  Price includes spare part A-RFS HF-SUB-System incl. testing of the spare part, delivery and administrative expenses.	4.700,00

The spare part shall be dispatched by the contractor (Incoterm CIP). Delivery address:

Lithuanian Air Force Air Base  
 Cpt. Saulius Silenas  
 Lakuūnyų g. 3  
 LT-77103 SIAULIAI; Lithuania

Please note: This spare part was tested by engineers of Deutsche Flugsicherung GmbH (DFS). However, it is a used replacement part. Therefore, any warranty is excluded.

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**DFS Aviation Services****Additions to remuneration****1. VAT:**

All prices in this contract are exclusive VAT. Hence all prices are net-price. VAT will be added if applicable according to German or Foreign Tax law.

**2. Withholding taxes / other deductions:**

If (foreign) Law applies any kind of withholding tax (e.g. for royalty-payments) or any other deductions (e.g. deductions made by the bank charged with the transfer of money) to the payments by the Customer, the Customer shall increase its payments respectively. More specific under this agreement any kind of withholding tax or any other deductions will not reduce the amount (= net price plus VAT (if applicable)) the Contractor is receiving on its bank account for providing its deliveries/services.

**3. Place of Payment obligation:**

Irrespective of the place of delivery of the products and/or provision of services, the place of performance for the Customers payment obligation shall be the Contractor's registered office.

**Place of Performance**

**Šiauliai,  
Lithuania**

**Validity of this Proposal**

The contractor adheres to this offer until:

**31.01.2025**

**Deviating agreements****1. Obligations to cooperate and deliveries**

If the Customer culpably infringes its obligation to participate, the Contractor shall be entitled to claim for compensation of the damages and additional expenditure arising from this.

**2. Derogating from the T&C's**

Contrary to paragraph 2 of the T&C-Service, the parties agree that a contractual relationship will be established if the customer confirms the acceptance of this offer.

**3. Export Clause**

- a. The Parties are mutually obliged to comply with all export control, embargo and sanctions laws and regulations that are applicable under German and EU law; this shall also apply with respect to applicable US and other national law to the extent that German or European legal provisions do not conflict therewith ("Ap-plicable Foreign Trade Law").
- b. In the event that restrictions apply to the sale, supply, transfer and/or export of the contractually owed items or services due to an embargo imposed by the European Union or Germany, the legally binding conclusion of this contract is subject to the condition precedent that a prior authorization for is granted by the Federal Office for Economic Affairs and Export Control (Bundesamt für Wirtschaft und Ausfuhrkontrolle – BAFA).
- c. The Parties shall mutually assist each other ("duty to cooperate") in particular by providing all necessary information and documents in order to examine and comply with any legal restrictions under the Applicable Foreign Trade Law (e.g. with regard to obtaining authorizations/information from authorities or fulfilling notification duties). After delivery of the items, the Customer undertakes to comply with all requests of the Federal Office for Economic Affairs and Export Control (BAFA) within 14 days from the transmission of the request, in particular to provide a delivery statement upon its request.
- d. If the Contractor has any doubts as to whether restrictions under Applicable Foreign Trade Law are relevant, it may require that a legally conclusive statement be obtained from the competent authority (e.g., "blank notice"). In this case,

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- the Contractor shall be entitled to postpone the delivery date until the legally conclusive statement has been provided or, if an authorization is required, until the authorization has been granted.
- e. The Contractor is entitled but not obliged to take legal or out-of-court action against decisions by the competent authorities or take legal action in case of unduly lengthy duration of administrative proceedings.
  - f. The Contractor shall not be liable for delays caused by the fact that a required authorization or legally conclusive statement is granted late despite the application being made in due time. The Contractor is also not liable for delays that occur in connection with official measures. Any claims of the Customer against the Contractor in the event of culpable breaches of duty shall remain unaffected.
  - g. If it has been definitively established that the contract cannot be fulfilled due to restrictions under the Applicable Foreign Trade Law, in particular, due to non-issuance of the necessary authorizations by the competent authorities, either Party may withdraw from the contract in whole or in part by written declaration to the other Party with immediate effect. In the event of termination, the Parties shall be mutually obliged to return any services already received unless this is inadmissible under the Applicable Foreign Trade Law; beyond this the Contractor shall not be obliged to compensate any losses or damages.
- 4. No Russia-Clause (Art. 12g VO 833/2014)**
- a. The Customer must not directly or indirectly (re-)sale, (re-)export or otherwise supply or transfer any goods obtained from the Contractor to a natural or legal person, entity or body ("PEB") in Russia or for use in Russia if the respective goods are listed in any Annex of Regulation (EU) No 833/2014, which includes goods, whose sale, supply, transfer or export to PEB in Russia or for use in Russia is prohibited, or in other EU lists of goods in respect of which Regulation (EU) No 833/2014 lays down the same prohibitions (in particular Annex I to Regulation (EU) 2021/821 and Annex I to Regulation (EU) No 258/2012).
  - b. If the goods obtained from the Contractor are (re)sold, (re)exported or otherwise supplied or transferred to third parties, the Customer shall oblige these third parties to pass on the obligation under Clause 1 to the third party and to oblige the third party to also pass on this obligation to its customers.
  - c. In the event of a violation of Clauses 1 or 2 by the Customer, the Contractor may terminate the contract with immediate effect by written notice to the Customer; any damage claims by the Customer against the Contractor arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded. Furthermore, in the event of a violation of Clauses 1 or 2 by the Customer, the Contractor may demand a contractual penalty of 5% of the purchase price from the Customer, and the Customer shall indemnify the Contractor against all costs or other losses (in particular claims of third parties, fines, immaterial damages) resulting from the non-compliance of the Customer with Clauses 1 and 2, unless the Customer proves that he is not responsible for the violation. The contractual penalty shall be offset against claims for damages.
  - d. The Contractor reserves the right to make the delivery of goods dependent on the receipt of a conclusive end-use certificate issued by the end-user.
  - e. If the Contractor has justified doubts as to the Customer's compliance with Clauses 1 and 2, the Contractor may refuse delivery to the Customer until these doubts have been resolved to the Contractor's satisfaction. Any claim by the Customer against the Contractor based on delay or non-performance due to the resolution of such doubts are excluded, except in the event of intent and gross negligence on the part of the Contractor.
  - f. The Contractor is entitled to ex-post verifications of the whereabouts of the goods delivered to the Customer. To this end, the Customer shall provide the Contractor with the necessary documents and evidence upon request by the Contractor. If applicable, the Contractor is also entitled to verify the whereabouts of the goods by means of on-site inspections or to commission third parties to carry out on-site inspections. The Contractor shall be entitled to terminate the contract in whole or in part by written notice to the Customer if the Customer fails to provide the requested information and documents or refuses to allow an on-site inspection to be carried out by the Contractor or a third party commissioned by the Contractor, unless the Customer can demonstrate to the Contractor why it cannot provide the requested documents or information or why it is not feasible or reasonable to carry out the on-site inspection. In the event of termination under this Clause, the Contractor shall be entitled to reimbursement of costs for work already carried out up to this point in time.

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Claims for damages by the Customer against the Contractor arising out of or in connection with the termination of this contract pursuant to this Clause shall be excluded.

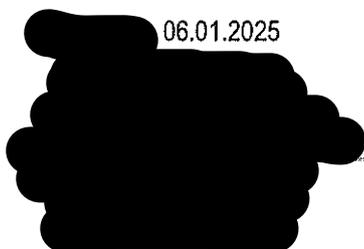
**Conclusion of the contract & Signature**

We kindly ask for your confirmation of your acceptance of this Proposal. The T&C-Service will apply exclusively. For confirmation, return of the attached confirmation of the acceptance to the offer with your signature and company stamp is sufficient.

**Signature**

**DFS Aviation Services GmbH**

06.01.2025





# DFS Aviation Services

DFS Aviation Services GmbH  
attention of [REDACTED]  
Heinrich-Hertz-Straße 26  
63225 Langen

Armed Forces of the Republic of Lithuania, Lithuania Air Force, Air Base Šiauliai / Letter of Acceptance for the Proposal EU-2025-001

We accept the above offer with the conditions listed there.

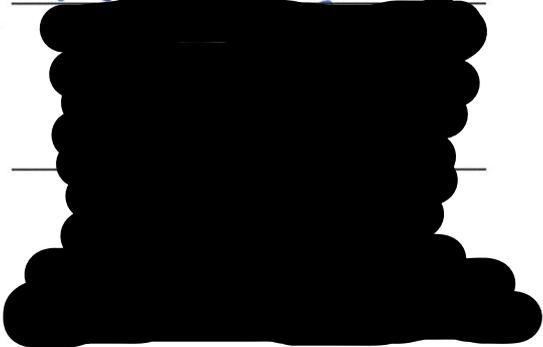
Company stamp:



Place, Date:

2025 01 07

Signature:



Name in block capitals:

