

PUBLIC PROCUREMENT CONTRACT FOR THE PURCHASE-SALE OF GOODS

11 August 2022 No. DPS - 464

I. SPECIAL PART

The Defence Materiel Agency under the Ministry of National Defence (hereinafter referred to as "the DMA"), represented by Sigitas Dzekunskas, Director of the DMA, acting in accordance with the DMA internal regulations (hereinafter referred to as "the Buyer"), and TRAWENA EU spółka z ograniczoną odpowiedzialnością, represented by Marek Baran, member of the Board, acting in accordance with the company's articles of association (hereinafter referred to as "the Seller"), hereinafter referred to jointly in this public procurement contract for the purchase-sale of goods as the "Parties" and each separately as "the Party", in accordance with the Republic of Lithuania Law on Public Procurement (hereinafter referred to as "the Law on Public Procurement") and taking into account that the Buyer is entrusted with the provision of goods, services and works to institutions of the National Defence System in accordance with Article (3)(3)(2) of the Republic of Lithuania Law on the Organisation of the National Defence System and Military Service and the regulations of the Defence Materiel Agency under the Ministry of National Defence approved by order of the Minister of National Defence of the Republic of Lithuania, have concluded this public procurement contract for the purchase and sale of goods, hereinafter referred to as "the Contract", and have agreed the following conditions.

1. Subject of the Contract.

1.1. The Seller undertakes to sell and deliver white T-shirts (manufacturer – Trawena, Poland) (hereinafter referred to as "the goods") that meet the requirements specified in Annex 1 to the Contract, "Technical specification", Annex 2 "Proposal form", Annex 3 "Technical characteristics of the goods" and are manufactured according to an approved working model.

1.2. The maximum quantity of goods to be purchased shall be 15,600 (fifteen thousand six hundred) pcs. of white T-shirts. The minimum quantity of goods to be purchased shall be 12,000 (twelve thousand) pcs. of white T-shirts.

1.3. The Payer – the Lithuanian Armed Forces shall pay to the Seller in accordance with the procedure specified in this Contract for the delivery of goods complying with the requirements specified in the Contract and its Annexes.

2. Contract price/per-unit prices/pricing rules

2.1. Pricing calculations of the fixed-rate price with revision shall be applied to the Contract.

2.2. The unit price of the product is EUR 4.91 (four euros and 00 ct.) without VAT. The per-unit prices of the goods shall include all taxes and all expenses of the Seller related to the sale and delivery of the goods (storage, packing, transportation, delivery), as well as all taxes and expenses that may affect the per-unit prices of the goods or which may arise in the performance of this Contract. By entering into this Contract, the Seller assesses the total volume of the goods and assumes the risk of fluctuation of expenses.

2.3. The maximum price of the Contract shall be EUR 76,596.00 (seventy-six thousand five hundred and ninety-six euro and 00 ct) excluding value added tax (hereinafter referred to as "VAT").

2.4. The case of revision of the fee is specified in paragraph 2.2 of the General Part of the Contract.

2.5. The condition in paragraph 12.9 of the General Part of the Contract shall be applied.

3. Location, term and conditions for delivery of the goods

3.1. The Seller undertakes:

3.1.1. to deliver 4,000 (four thousand) pieces of white T-shirts not later than within 4 (four) months from the date of signing of the Contract;

3.1.2. to deliver the remaining quantity of goods ordered in writing under the terms and conditions specified in this Contract and its annexes not later than within 4 (four) months from the date of placement of such order. Orders shall be placed in accordance with the form specified in Annex 3 to the

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Contract, "Order";

3.1.3. to fulfil the undertakings specified in subparagraphs 3.5.1, 3.5.2 and 3.5.3 of the General Part of the Contract **not later than 2 (two) months** after the date of entry into force of the Contract. The quality assurance plan for the goods shall be prepared in accordance with LKS AQAP 2105 or ISO 10005 or equivalent standard;

3.1.4. to start the production of goods only after coordinating (receiving approval for) the working models;

3.1.5. to submit with the first batch of goods a declaration of conformity prepared in accordance with the example of the A2 form of LST EN ISO/IEC 17050-1 (ISO/IEC 17050-1) or equivalent standard and testing protocols from an accredited independent laboratory confirming the conformity of the technical characteristics of the goods with the requirements specified in the technical specification;

3.1.6. together with each separate batch of goods, to submit documents (laboratory testing protocols, technical descriptions, certificates, etc.) confirming the conformity of the goods with the requirements specified in the Contract;

3.2. to deliver the goods in accordance with international trade (contract) terms INCOTERMS 2020 DDP to the Depot Service of the Lithuanian Armed Forces at Savanorių pr. 8, Vilnius.

3.3. The Seller shall ensure that the circumstances specified in Article 45(2¹) of the Law on Public Procurement do not arise at the time of conclusion and performance of the Contract. The Buyer shall have the right at any time to require the Seller to submit the supporting documents specified in Article 51(12) of the Law on Public Procurement, that there are no conditions as specified in Article 45 (2¹) of the Law on Public Procurement. The Seller shall submit the documents requested by the Buyer not later than within 10 working days from the date of receipt of such request.

4. Payment procedure

4.1. The Payer shall pay (settle accounts with) the Seller in accordance with the procedure specified in paragraph 4.1 of the General Part of the Contract, in accordance with each submitted invoice.

4.2. In performance of the Contract, invoices shall be submitted using the information system "E-invoice", specifying the Buyer, the Payer, the contract number and the date. If the Seller does not submit an invoice by means of the information system "E-invoice", the Payer shall have the right not to make the payment.

4.3. Upon the Buyer's decision, an advance may be paid up to 30 (thirty) percent of the price of the goods for an order. In such a case, the conditions specified in paragraphs 4.3 to 4.6 of the General Part of the Contract relating to the payment of such advance shall apply.

5. Right of the Buyer to terminate the Contract unilaterally

5.1. The Buyer shall have the right to terminate this Contract in accordance with the procedure specified in paragraph 9.2 of the General Part of the Contract:

5.1.1. in case of delay in delivery of the goods by the Seller of more than 30 (thirty) days from the term specified in subparagraphs 3.1.1 and 3.1.2 of the Special Part of the Contract;

5.1.2. in case of failure by the Seller to perform or in case of improper fulfilment of the requirements of subparagraphs 3.1.3 and 3.1.5. of the Special Part of the Contract;

5.1.3. in case the Seller does not submit to the Buyer the documents specified in paragraph 3.3 of the Special Part of the Contract within the specified term;

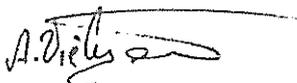
5.1.4. it becomes evident that there is a circumstance that meets at least one of the conditions listed in Article 45(2¹) of the LPP;

5.2. in accordance with other grounds as specified in paragraph 9.2 of the General Part of the Contract.

6. Quality of the goods

6.1. The goods shall comply with the requirements specified in the Contract and its annexes and shall conform to the approved working model of the good.

6.2. The quality of the goods shall be assessed upon delivery to the address specified in paragraph 3.2. of the Special Part of the Contract. The goods shall be placed on pallets. After inspecting the goods, the Buyer shall prepare a certificate of inspection of the quality of the goods. In case of non-conformity, the goods shall not be accepted and shall be considered not to have been delivered, and the Seller shall immediately take back the goods at the Seller's own expense. If the Seller fails to comply with the





and 11.3 of the General Part of the Contract shall be 0.1 per cent of the price excluding VAT of the undelivered/unreplaced goods for each day of delay.

10.2. The amount of the minimum loss agreed in advance by the Parties specified in subparagraph 11.4 of the General Part of the Contract shall be EUR 5,361.72 (five thousand three hundred and sixty-one EUR and 72 ct) (7 per cent of the maximum price of the Contract excluding VAT).

10.3. Upon termination of the Contract in cases specified in paragraphs 5.1.3 and 5.1.4 of the Special Part, the amount of minimum losses agreed in advance by the Parties shall be EUR 11,489.40 (eleven thousand four hundred and eighty-nine euro and 40 cents) (15 (fifteen) per cent of the maximum value of the Contract excluding VAT specified in paragraph 2.1 of the Special Part of the Contract).

10.4. The duration of force majeure shall be 30 (thirty) days, applying the conditions of subparagraph 9.1.2 of the General Part of the Contract.

10.5. The Seller undertakes to fulfil the obligations specified in paragraph 8 of the General Part of the Contract and to submit to the Buyer a copy of the signed Contract and the data necessary to identify the purchased goods in accordance with the forms specified in Annex 4 to this Contract, "Forms of documents required for codification". The Seller shall submit completed and signed forms in electronic form to the DMA Standardisation and Codification Office (in Lithuanian, *Karybos standartizacijos ir nacionalinio kodifikavimo biuras*), e-mail: ncblt@mil.lt, telephone + 370 5 278 5250.

10.6. The Seller's representative: responsible for the performance and coordination of the Contract, the quality of the goods supplied, Marek Baran, member of the Board, telephone + 48 504 082 683, e-mail mbaran@trawena.com.pl.

10.7. The Buyer's representative: responsible for the performance of the Contract, Senior Sergeant (in Lithuanian, *vyr. srž.*) Gintaras Pivoriūnas, Chief Logistics Specialist of the Clothing and Soldier Systems Office (in Lithuanian, *Aprangos ir kario sistemy skyrius*) of the Stockpile Management Department of the DMA, telephone + 370 706 80 895, + 370 680 62 426, e-mail gintaras.pivoriunas@kam.lt.

10.8. The person responsible for announcement of the Contract is Agnė Vielytė, Chief Specialist of the Second Procurement Organisation Division of the DMA, telephone + 370 706 25220, e-mail: agne.vielyte@kam.lt, and the person responsible for announcement of amendments to the Contract is Senior Sergeant (in Lithuanian, *vyr. srž.*) Gintaras Pivoriūnas, Chief Logistics Specialist of the Clothing and Soldier Systems Office (in Lithuanian, *Aprangos ir kario sistemy skyrius*) of the Stockpile Management Department of the DMA, telephone + 370 706 80 895, + 370 680 62 426, e-mail gintaras.pivoriunas@kam.lt.

10.9. Annexes to the Contract:

10.9.1. Annex 1, "Technical specification for white T-shirts (short-sleeved)", 7 pages;

10.9.2. Annex 2, "Proposal form", 2 pages;

10.9.3. Annex 3, "Order" (form for completion), 1 page;

10.9.4. Annex 4, "Forms of documents required for codification" (example for completion), 2 pages;

10.9.5. Annex 5, "Sizes of goods", 1 page;

10.9.6. Annex 6, "Obligations of the subcontractor", 1 page.

10.9.7. Annex 7, "Technical characteristics of the goods", 1 page.

11. Validity of the Contract

11.1. The Contract shall be valid for 36 months from the date of entry into force of the Contract and, in respect of financial and guarantee undertakings, until full performance of the contractual obligations.

11.2. Extension of the Contract is not specified.

12. Buyer's details

Defence Materiel Agency under the MND

Code: 304740061

VAT identification number: LT100011457012

Šv. Ignoto 6, LT-01144 Vilnius

Republic of Lithuania

Bank account: LT23 7044 0600 0820 1907

SEB bankas AB

A. Vielytė

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13. Seller's details**TRAWENA EU spółka z ograniczoną odpowiedzialnością**

Code: 0000921260

VAT identification number: PL 5361956923

Kazimierza Wielkiego 16, 05-120 Legionowo, Poland

ING BANK SŁĄSKI SA

PL51 1050 1025 1000 0090 3256 7100

14. Payer's details**Lithuanian Armed Forces**

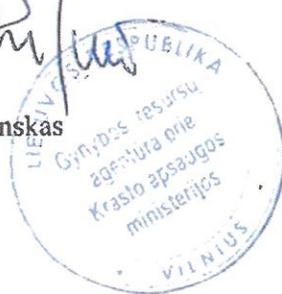
Code: 188732677

VAT identification number: LT887326716

Šv. Ignoto 8, LT-01144 Vilnius

Bank account: LT48 7300 0100 0246 0179

AB Swedbank

BUYER**Defence Materiel Agency
under the Ministry of National
Defence
Director**
Sigitas Dzekunskas


LIETUVOS RESPUBLIKA
Gynybos resursų
agentūra prie
Krašto apsaugos
ministerijos
VILNIUS

SELLER**TRAWENA EU spółka z
ograniczoną odpowiedzialnością
Member of the Board**
CZŁONEK ZARZĄDU
Marek Baran **Marek Baran****TRAWENA EU SP. Z O.O.**ul. Kazimierza Wielkiego 16
05-120 Legionowo
NIP 5361956923, Regon 389946299

CONTRACT ON THE SALE AND PURCHASE OF GOODS**II. GENERAL PART****1. Concepts**

1.1. The following basic concepts are used in the Contract:

1.1.1. Contract – the General and Special Parts of the Contract on the Sale and Purchase of Goods, and the annexes to the Contract on the Sale and Purchase of Goods.

1.1.2. Parties to the Contract – the Buyer and the Seller.

1.1.2.1. The Buyer – the Party to the Contract the particulars of which are specified in the Contract and which purchases the Goods under the Contract conditions;

1.1.2.2. The Seller – the Party to the Contract the particulars of which are specified in the Contract and which sells the Goods under the Contract conditions.

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

1.1.4. Third party – any natural or legal person (including the state, public authorities, municipality, municipal authorities), except for the Recipient which is not the Party to this Contract.

1.1.5. Licenses – all necessary licenses and/or permits necessary for the performance of the Contract.

1.1.6. Object of the Contract – goods and all services related to the sale of these goods (staff training, installation, introduction, delivery, etc.), which have been agreed by the Parties to the Contract in the Special Part of the Contract and which comply with the Buyer's requirements.

1.1.7. The minimum losses agreed by the Parties in advance – the amount of money established in the Contract or calculated and undisputed under the procedure established in the Contract that the Seller undertakes to pay to the Buyer if the contractual obligations are not fulfilled or are not properly fulfilled.

1.1.8. Pricing rules – Contract price/rates or the Rules on the calculation of the Contract price/rates and adjustment of the Contract price/rates.

1.1.9. Consignment – the quantity of Goods delivered simultaneously.

1.1.10. Batch of goods – goods having the same characteristics, manufactured according to the same technology, under the same conditions, from raw materials or materials obtained from the same manufacturer/seller of raw materials or materials.

1.1.11. Batch of materials – a certain quantity of materials produced according to the same technology, under the same conditions, from the same raw materials obtained from the same producer or seller of raw materials. The laboratory test report, the manufacturer's declaration of conformity, the assessment certificate or certificate may be used as evidence of the quality of the batch of materials.

1.2. The calculation of the minimum losses agreed by the Parties in advance shall begin on the day following the last due date for the performance of the obligations under the Contract and shall end after the performance of the obligations by the Party to the Contract (the last day of the calculation shall be considered as the date of the performance of the obligations).

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

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

1.5. If the deadline for payment or performance of obligations coincides with official holidays and non-working days in the Republic of Lithuania, then under the Contract the deadline for performance of obligations and payment is the following working day.

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

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



2. Contract price/the price of Goods/pricing rules

2.1. Contract price/the price of Goods – the amount of money that the Buyer undertakes to pay to the Seller in accordance with the procedure and time limits established in the Contract.

2.2. Contract price/the price of Goods shall be constant and remain unchanged throughout the period of validity of the Contract, unless the rate of VAT/excise tax applicable to the Goods changes after signing the Contract. The recalculated Contract price/the price of Goods shall be entered into by written agreement between the Parties and shall apply to the Goods delivered after the date of entry into force of such agreement signed by the Parties.

2.3. The price of Goods shall be modified in accordance with the pricing rules laid down in the annex to the Contract. The recalculated price shall be entered into by written agreement between the Parties and shall apply to the Goods delivered after the date of entry into force of the agreement signed by the Parties (if such provision specified in the Special Part of the Contract applies).

2.4. The Seller shall include in the Contract price/the price of Goods all costs and taxes related to the supply of Goods, including but not limited to:

2.4.1. logistics (transportation) costs;

2.4.2. packing, loading, transit, unloading, unpacking, inspection, insurance and other costs related to the supply of Goods;

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

2.4.4. costs related to collection and/or commissioning and/or maintenance of the Goods delivered;

2.4.5. costs related to the provision of tools necessary for the commissioning and/or maintenance of the Goods delivered;

2.4.6. costs related to the provision of instructions for use and maintenance provided for in the Technical Specification;

2.4.7. costs related to warranty repair of the Goods;

2.4.8. all costs related to the manufacture and delivery of the working samples to the Buyer;

2.4.9. all costs related to the manufacture and delivery to the Buyer of material samples (basic and accessories) used in the manufacture of the product.

2.5. The risk of foreign exchange rate fluctuations and producer price changes shall be borne by the Seller.

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

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

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

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

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

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




2.9. A direct settlement agreement must be concluded no later than the date from which the payment obligation arises in accordance with point 4.1 of the General Part of the Contract.

2.10. A direct settlement with the sub-supplier shall not release the Seller from its obligations under the Contract. The rights, duties and other obligations of the Seller under the Contract not related to the claim to pay the Contract price cannot be transferred to the sub-supplier.

2.11. The Buyer shall have the right to express to the sub-supplier any objections, which the Buyer was entitled to express to the Seller prior to the transfer of the right of claim.

2.12. In the event of a dispute between the Seller and the sub-supplier regarding the settlement or arrangements provided for in the direct settlement agreement, all payment obligations shall be directed to the Seller. If the claim of the sub-supplier (invoice or another document) is not agreed with the Seller, it will be considered that there is a dispute between the Seller and the sub-supplier.

2.13. All payment documents of the Procurement Contract must be submitted using the means of the information system "E.sąskaita" (E-invoice). Changes in the legislative provisions on the submission of payment documents via the information system "E.sąskaita" (E-invoice), the legal regulation in force at the time shall apply accordingly.

3. Time limits and conditions for the supply of Goods

3.1. Goods shall be delivered in accordance with the time limits and conditions laid down in the Special Part of the Contract (or in the annex(s) to the Contract).

3.2. Goods shall be delivered by the Seller at its own risk without additional payment. The Buyer shall acquire the right of ownership to the Goods after both Parties sign a document confirming the delivery and acceptance of Goods, which is signed only if the Goods are of high quality and meet the requirements laid down in the Contract and its annex (s). Where the Goods delivered are of high quality and meet the requirements laid down in the Contract and its annex (s), the document certifying the delivery and acceptance of Goods shall be signed no later than 30 days, except when the Goods undergo laboratory tests.

3.3. Goods delivered in excess of the quantities indicated in the Contract/applications/orders shall not be paid by the Buyer.

3.4. If the Seller delivers a consignment of Goods smaller than that specified in the Contract/applications/orders, the Buyer shall return the delivered consignment of Goods back to the Seller and the Goods shall be deemed not to have been delivered. The Seller shall immediately pick up the Goods at its own expense. If the Seller fails to fulfil obligation to pick up the Goods immediately, the Seller shall not have the right to make claims regarding the loss or damage of Goods. The Seller shall also be subject to the penalties provided for in point 11.1 of the General Part of the Contract (if the deadline for the delivery of Goods is missed due to the need to pick up the consignment).

3.5. After the Contract comes into force, within the time limits specified in the Special Part of the Contract, the Seller undertakes:

3.5.1. to prepare, manufacture, agree with the Buyer and confirm the working samples of the purchased Goods (2 copies, one for the Buyer, the second for the Seller), which meet the requirements set out in the Contract and its annex (s) (if such provision established in the Special Part of the Contract applies);

3.5.2. to agree with the Buyer and provide a quality assurance plan for the Goods, which is prepared in accordance with the recommendations for the development of quality assurance plan or the standards specified in the Special Part of the Contract (if such provision established in the Special Part of the Contract applies);

3.5.3. to agree with the Buyer on the instruction for the use (maintenance) of Goods, which shall be provided with each product (if such provision established in the Special Part of the Contract applies).

3.6. If, during the period of Contract validity, the manufacturer of the Goods replaces/renews the Goods purchased under the Contract, the Seller shall provide documents confirming compliance of the Goods with the requirements of the Contract, and harmonise and validate the working samples of the product of the new model/name (if the approval of the working samples is mandatory in

accordance with the requirements of the Contract). The Seller shall have the right to supply the Goods of a new model/name upon agreement with the Buyer and conclusion of additional agreement with the Buyer. The Goods of a new model/name shall comply with the requirements laid down in the Contract and its annex (s) and shall be supplied at the same price and shall not be inferior in technical particulars to the Goods covered by the Contract. The Goods of a new model must be compatible with other Goods to be purchased and already purchased under the Contract.

3.7. During the performance of the Contract, the manufacturer of the Goods referred to in the Contract may be replaced by another manufacturer only due to objective circumstances which could not have been foreseen by the Seller at the time of submission of the application/tender. The replacement of the manufacturer shall be possible only after prior written agreement with the Buyer and upon signing of an agreement to replace the manufacturer. A request to replace the manufacturer specified in the Contract with another one shall be submitted to the Buyer in writing, specifying the grounds for the replacement, while the Seller must provide documentation showing that the Goods proposed by the new manufacturer comply with the requirements of the Contract. The Seller must also agree and approve the working samples of a new manufacturer of the Goods (if in accordance with the requirements of the Contract the confirmation of working samples is obligatory). The Goods of the new producer must comply with the requirements laid down in the Contract and its annex (s) and shall be supplied at the same price and shall not be inferior in technical particulars to the Goods covered by the Contract.

4. Payment terms and conditions

4.1. The Seller shall be paid when the object of the Contract complying with the requirements of the Contract and its annex (s) is transferred to the Buyer, and the document confirming the delivery and acceptance of Goods is signed by both Parties in accordance with the procedure established in the Contract, within 30 (thirty) days after receipt of the document proving the delivery and acceptance of Goods and the invoice. Invoice shall be submitted by electronic means provided for in Article 22 (3) of the Law on Public Procurement/in Article 12 (10) of the Law on Public Procurement in the Fields of Defence and Security. In the event of a delay in payment within the deadline provided for in this point, at the Seller's request (no later than 30 (thirty) days after receipt of the claim), the Buyer shall pay interest in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions.

4.2. After the delivery of Goods by the Seller, the Buyer shall have the right to decide within 3 (three) days whether the Goods delivered by the Seller (for the agreed batch of goods or/and consignment) will undergo laboratory tests to ensure that the Goods meet the requirements set out in the Contract and its annex (s). If the Buyer decides that the Goods will not be subjected to laboratory tests, the Goods meeting the requirements laid down in the Contract and its annex (s) shall be accepted and the Buyer shall pay for the accepted Goods to the Seller within 30 (thirty) days of receipt of the invoice. If the Buyer decides that the Goods will be subjected to laboratory tests, payment shall be made within 30 (thirty) days after the results of the laboratory tests have been obtained and the Goods have been confirmed to comply with the requirements laid down in the Contract and its annex (s) (if such provision regarding advance payment established in the Special Part of the Contract applies).

4.3. If advance payment, the size of which is established in the Special Part of the Contract, is paid for the Goods, the Seller undertakes within 5 (five) working days from the receipt of the notification to provide the Buyer the advance amount of the advance payment as bank guarantee or a surety letter of the insurance company (which is valid for 2 (two) months after the delivery date) and the payment of advance payment invoice. If the prepayment is secured by surety, the Seller shall also provide a confirmation from the insurance company (a proof of payment, etc.) that the surety letter is valid (if such provision regarding advance payment established in the Special Part of the Contract applies).

4.4. Advance bank guarantee or a surety letter must state that the guarantor/surety is irrevocably and unconditionally obliged to pay to the Buyer, within 14 (fourteen) days of the receipt of the written notification from the Buyer confirming the termination of the Contract through the fault of the

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Goods not accepted which do not comply with the requirements laid down in the Contract and its annex (s) with new Goods which comply with the requirements laid down in the Contract and its annex (s). The replacement of Goods is made within the time limit established in the Special Part of the Contract (*if such provision established in the Special Part of the Contract applies*).

5.7. If during the testing, the Goods are found to be compliant with the requirements laid down in the Contract and its annex (s), the Buyer shall pay the costs of the laboratory tests, while the Seller shall replace the Goods used for laboratory tests with the new ones to the Buyer without additional payment.

6. Product quality guarantee

6.1. The Goods shall be given the term of quality guarantee/usability period specified in the Special Part of the Contract (or in the annex to the Contract).

6.2. During the term of quality assurance/usability period, the Seller shall, not later than within the time limit specified in the Special Part of the Contract at its own expense, instead of defective Goods provide other equivalent Goods (the Goods do not need to be identical to the purchased Goods, but must be able to carry out their functions in accordance with the Contract) which would be available in the Goods purchased under the Contract during the correction term corresponding to the requirements of the Contract and its annex (s) (*if such provision established in the Special Part of the Contract applies*).

6.3. During the period of quality guarantee, the Seller shall, not later than within the time limit specified in the Special Part of the Contract at its own expense, remove the defects of Goods or if the Seller fails to remove the defects of Goods, it shall replace them at its own expense with the new ones complying with the requirements of the Contract and its annex (s) and compensate the Buyer's losses (if any)/During the period of usability, the Seller shall, not later than within the time limit specified in the Special Part of the Contract its own expense replace the Goods complying with the requirements of the Contract and its annex (s) and compensate for the Buyer's losses (if any).

6.4. The Buyer shall be notified of any deficiencies of the Goods observed during the term of the quality guarantee in writing (by post, e-mail, etc.). The claim regarding product quality may be made during the entire period of quality guarantee/usability period.

6.5. During the quality guarantee, the Buyer may decide to carry out laboratory tests from the selected consignment or each batch (if a consignment consists of several batches), in the presence of the Seller's representative, by choosing the amount of Goods specified in the Special Part of the Contract for which compliance with the requirements set out in the Contract and its annex (s) will be checked. If the results of the laboratory tests obtained do not comply with the requirements laid down in the Contract and its annex (s), the entire consignment/batch delivered shall be considered as defective and the costs of the laboratory tests shall be borne by the Seller. The replacement of Goods which do not comply with the requirements with the ones of high quality shall be carried out in accordance with the provisions specified in point 6.3 of the General Part of the Contract (*if such provision established in the Special Part of the Contract applies*).

6.6. If the Goods are replaced with the new ones, the warranty period referred to in the Special Part of the Contract shall be the same from the date of signature of the document confirming the delivery and acceptance of the new Goods.

6.7. The term of the quality guarantee for Goods which the Buyer has not been able to use at the time of elimination of the deficiencies shall be extended for a period equal to the period of elimination of the deficiencies of the Goods.

6.8. The quality guarantee referred to in the Special Part of the Contract (or in the annex to the Contract) shall not apply if the Seller proves that the deficiencies in the Goods are the result of incorrect or improper treatment of the Goods or of the activities of third parties or force majeure.

7. Force majeure circumstances

7.1. The Party shall not be held liable for a failure to fulfil any obligations under this Contract if it proves that this occurred as a result of unusual circumstances beyond the control and reasonable foresight of the Parties and to prevent the occurrence of such circumstances or their consequences.

Force majeure are considered to be the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules on the exemption from liability under force majeure approved by the Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996. In determining force majeure circumstances, 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" or regulatory acts replacing it. In the event of force majeure, the Parties to the Contract shall be exempted from liability for non-fulfilment, partial non-fulfilment or improper performance of obligations under the legislation of the Republic of Lithuania, and the time limits for the fulfilment of obligations shall be extended.

7.2. The Party asking to exempt it from liability shall notify the other Party in writing of force majeure circumstances immediately, but no later than within 10 (ten) working days of the occurrence or manifestation of such circumstances by providing evidence that it has taken all reasonable precautions and made all efforts to minimise the costs or negative consequences and shall also report on the potential time limit for the performance of liabilities. Notification shall be also required when the grounds for non-fulfilment of obligations disappear.

8. Codification

8.1. Within 5 (five) days after the Contract comes into force, the Seller shall provide the Buyer with a copy of duly signed Contract sent to its address and the particulars necessary for the identification of the Goods purchased, in accordance with the forms "List of material goods to be codified" and "Information about the manufacturer or the supplier" set out in the annex to this Contract. The Seller shall provide completed and signed forms electronically or in paper copies (*if such provision established in the Special Part of the Contract applies*).

8.2. At the request of the Buyer, the Seller shall provide additional technical documentation necessary for codification (e.g. technical characteristics, drawings, photos, catalogues, references, etc.) free of charge within 5 (five) days.

9. Termination of the Contract

9.1. The Contract may be terminated:

9.1.1. by written agreement of the Parties;

9.1.2. when force majeure lasts more than the number of days specified in the Special Part of the Contract (depending on the specifics of the performance of the Contract, a particular term indicated in the Special Part may be from 14 to 60 days) and if both Parties fail to agree on the amendment of this Contract allowing the Parties to continue to fulfil their obligations, each Party may unilaterally terminate the Contract by notifying the other Party in writing not later than 7 (seven) days in advance.

9.2. The Buyer, by notifying the Seller in writing no later than 7 (seven) days in advance (*if no other time limit is indicated in the Special Part of the Contract*), shall have the right to unilaterally terminate the Contract for a substantial breach of the Contract. A substantial breach of Contract shall be considered if:

9.2.1. The Seller is late in delivering the Goods within the time limit specified in the Special Part of the Contract;

9.2.2. The Seller does not fulfil (or informs that it will not be able to fulfil) the contractual obligation to supply the Goods;

9.2.3. The Seller increases the price/the rates of Goods, except as provided for in point 2.2 of the General Part of the Contract;

9.2.4. The Seller fails to fulfil or fulfils improperly its guarantee obligations provided for in point 6 of the General Part of the Contract;

9.2.5. The Seller does not fulfil the obligation established in point 12.4 of the General Part of the Contract (*if the performance of the Contract is guaranteed by a surety or bank guarantee*);

9.2.6. The Goods delivered by the Seller or their quality do not comply with the requirements laid down in the Contract and its annex (s);

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9.2.7. The Seller does not provide an advance bank guarantee within the time limit specified in point 4.3 of the General Part of the Contract (*if advance payment is established under the Contract provide for*);

9.2.8. During the validity of the Contract, the Seller is included in the list of unreliable suppliers or the list of suppliers that provide false information;

9.2.9. During the performance of the Contract, it turns out that the Seller or the Goods supplied by it are not reliable and pose a risk to national security;

9.2.10. During the performance of the Contract, the circumstances provided for in Article 46 (1) of the Law on Public Procurement/Article 34 (1) of the Law on Public Procurement in the Field of Defence and Security become apparent;

9.2.11. During the performance of the Contract, it appears that the Contract was modified in violation of Article 89 of the Law on Public Procurement/Article 53 of the Law on Public Procurement in the Field of Defence and Security.

9.3. The Buyer, no later than 7 (seven) days in advance (*if other time limit is not specified in the Special Part of the Contract*) by notifying the Seller in writing, has the right to unilaterally terminate the Contract if the Seller is in liquidation or in court for the opening of bankruptcy or restructuring proceedings, or has been the subject of bankruptcy or restructuring proceedings, or of a decision to initiate out-of-court bankruptcy proceedings has been made.

9.4. Upon termination of the Contract, the Seller shall, within 10 (ten) days from the date of termination of the Contract, repay to the Buyer the advance which has been paid by the Buyer (if paid) for the Goods which have not been delivered.

10. Dispute settlement procedure

10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

10.2. All disputes or disagreements between the Parties to the Contract relating to the Contract shall be resolved by negotiation, and a failure to resolve a dispute in negotiation, it will be examined in the courts of the Republic of Lithuania in accordance with the procedure established in the legal acts of the Republic of Lithuania based on the Buyer's office address (or if the Buyer is not a legal entity, but a branch of the Lithuanian Armed Forces – "*according to the address of the legal entity, i.e. Lithuanian Armed Forces*").

11. Liabilities

11.1. If the Seller is late in delivering the Goods within the time limit specified in the Special Part of the Contract, the Seller shall pay the Buyer from 0.05 to 0.2% (a particular amount shall be specified in the Special Part of the Contract) of the price of non-delivered Goods, excluding VAT, for each day of delay/hour (*applicable depending on how the commitment term (days or hours) is calculated in the Special Part of the Contract*) which shall be treated as the minimum losses agreed between the Parties in advance, the payment of which shall not release the Seller from the obligation to compensate for any losses incurred by the Buyer due to the fact that the Seller failed to perform or improperly performed the Contract. The Seller undertakes to pay the minimum losses agreed by the Parties in advance no later than the time limit specified in the invoice or claim.

11.2. If during quality guarantee the Seller is late in performing the obligations laid down in point 6.2 of the General Part of the Contract within the time limit specified in the Special Part of the Contract, the Seller shall pay the Buyer from 0.05 to 0.2% (*a particular amount shall be specified in the Special Part of the Contract*) of the price/rates of the Goods, which have not been replaced with the alternative ones, excluding VAT, for each day of delay/hour, which shall be treated as the minimum losses agreed between the Parties in advance, the payment of which shall not release the Seller from the obligation to compensate for any losses incurred by the Buyer due to the fact that the Seller failed to perform or improperly performed the Contract regarding the warranty of the Goods/ usability period.

11.3. If the Seller is late to fulfil obligations set forth in point 6.3 of the General Part of the Contract within the time limit specified in the Special Part of the Contract during the warranty / usability period, it shall pay to the Buyer from 0.05 to 0.2% (*a particular amount shall be specified*

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in the Special Part of the Contract) of the price of the Goods for which the deficiencies have not been corrected or the price of the Goods which are unaltered, excluding VAT, for each day/hour of delay, which shall be considered as the minimum losses agreed by the Parties in advance, the payment of which does not release the Seller from the obligation to compensate for any losses incurred by the Buyer due to the fact that the Seller failed to perform or improperly performed its obligations relating to the warranty of the Goods/ usability period.

11.4. Upon termination of the Contract due to the reasons specified in points 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6, 9.2.7, 9.3 of the General Part of the Contract or due to other reasons specified in the Special Part of the Contract, the Seller within 14 (fourteen) days (calculated from the date of the Contract termination) shall pay the Buyer not less than 5–7 % of the Contract price, excluding VAT (or the total tender price excluding VAT, or the total order price excluding VAT) (*a particular percentage or a particular amount shall be specified in the Special Part of the Contract*), which shall be considered as the minimum losses agreed by the Parties in advance, but not more than the price excluding VAT of the outstanding obligations under the Contract. Payment of the minimum losses agreed by the Parties in advance shall not exempt the Seller from the obligation to compensate for any losses incurred by the Buyer in the event of failure or improper performance of the Contract by the Seller. The Seller undertakes to pay the minimum losses agreed by the Parties in advance no later than within the time limit specified in the invoice or claim.

11.5. After termination of the Contract for the reason set out in point 9.2.4 of the General Part of the Contract, the Seller shall, within 7 (seven) days from the date of termination of the Contract, pay the Buyer the minimum losses agreed by the Parties in advance of the purchase price of the defective Goods, excluding VAT, but not more than the price excluding VAT of any outstanding obligations under the Contract. Payment of the minimum losses agreed by the Parties in advance shall not exempt the Seller from the obligation to compensate for any losses incurred by the Buyer in the event of failure or improper performance of the Contract by the Seller.

11.6. Other cases of contractual liabilities to the Seller are specified in the Special Part of the Contract.

11.7. In accordance with Article 6.253 (1 and 3) of the Civil Code of the Republic of Lithuania, the delay in financing from the budget is a condition fully exempting the Seller from civil liability and the payment of interest for late payment.

12. Contract validity

12.1. The Contract enters into force after both Parties sign it and the Seller provides the Buyer with the Contract performance guarantee issued by bank or a surety letter of the insurance company (*if the provision that the Contract comes into effect after it is secured with bank guarantee or a surety letter of the insurance company established in the Special Part of the Contract applies*) to ensure payment of the amount referred to in point 11.4 of the General Part of the Contract. The guarantor/surety shall indicate in the bank's guarantee or in the surety letter of the insurance company that it undertakes to pay to the Buyer the amount specified in point 11.4 of the General Part of the Contract if the Buyer must terminate the Contract for at least one of the reasons listed in points 9.2.1–9.2.7, 9.3 or for any other reasons specified in the Special Part of the Contract. Bank guarantee or a surety letter stating that the guarantor or surety is only liable for direct damages will not be accepted, as the obligation to pay the specific amount of the performance assurance referred to in point 11.4 of the Contract must be met.

12.2. The guarantor/surety shall undertake irrevocably and unconditionally no later than 14 (fourteen) days after a written notification confirming the termination of the Contract on the grounds of fault of the Seller, to fulfil the obligation and pay the amount committed by transferring the money to the Buyer's account.

12.3. The Seller not later than within 5 (five) working days after signing the Contract shall submit to the Buyer the Contract performance guarantee issued by bank or a surety letter of the insurance company specified in point 12.1 of the General Part of the Contract, which shall be valid for two months longer than the time limit for the supply of Goods specified in the Special Part of the Contract. The Seller shall also provide a confirmation from the insurance company (a proof of




payment, etc.) that the surety letter is valid. The payment of the amount specified in the Contract performance guarantee issued by bank or surety letter of the insurance company shall not be linked to the full compensation of the Buyer's losses and shall not exempt the Seller from the obligation to fully compensate the losses.

12.4. If, during the performance of the Contract, the legal entity that has issued the Contract performance guarantee (bank or insurance company) is unable to meet its obligations (suspension of activities, a moratorium, etc.), the Seller shall provide a new Contract performance guarantee within 10 (ten) days under the same conditions as the previous one. If the Seller does not provide a new Contract performance guarantee, the Buyer shall have the right to terminate the Contract in accordance with point 9.2.5 of the General Part of the Contract.

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

12.6. The terms and conditions of the Contract shall not be changed during Contract validity unless the amendment is possible in accordance with the provisions of Article 89 of the Law on Public Procurement/Article 53 of the Law on Public Procurement in the Field of Defence and Security and is not contrary to the fundamental principles and objective of public procurement.

12.7. If during Contract validity the Parties notice technical mistakes, spelling errors (provisions incorrectly uploaded from the terms of the tender or procurement conditions, etc.), in the event of changes in the persons responsible for the performance of the Contract or in the particulars of the Parties to the Contract, the Parties may, by written agreement, modify the terms of the Contract. Such a modification to the terms of the Contract shall not be considered an amendment to the terms of the Contract.

12.8. The Contract may be extended under the conditions laid down in the Special Part of the Contract.

12.9. Where necessary, the Buyer shall have the right to purchase the goods not listed in the Contract and its annexes but relating to the object of the procurement up to 10% of the maximum Contract price/Total tender price referred to in point 2 of the Special Part of the Contract. Goods not covered by the Contract and its annex (s), but relating to the object of the procurement, may be supplied by the Seller only at the prices which are valid at the place of sale, in the catalogue or on the website of the Seller at the date of the order or, where such prices are not published, at the prices offered by the Seller, which are competitive and conform the market. Where there is a need for the purchase of Goods not covered by the Contract and its annex (s) but relating to the object of the procurement, the Buyer and the Seller shall conclude an additional written agreement, the terms of which shall be analogous to the terms of the Contract, adapting them accordingly to the newly purchased Goods (*if such provision specified in the Special Part of the Contract applies*).

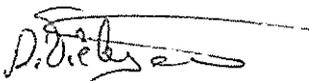
12.10. The termination of the Contract provided for in the Special Part of the Contract shall not mean the termination of the obligations of the Parties under the Contract and shall not exempt the Parties from civil liability for the breach of the Contract.

13. Correspondence

13.1. Notices sent by the Buyer and the Seller to each other in Lithuanian/English (*applicable if the Contract is concluded in English*) shall be in writing. Notices sent by the Parties to each other shall be sent by post, e-mail or served in person. Notices shall be sent to the addresses and numbers indicated in the particulars of the Parties in the Special Part of the Contract. If the sender needs a confirmation of receipt, it shall indicate such requirement in the notice. If there is a time limit for the receipt of a reply to the written notice, the sender should specify in the notice the requirement to confirm the receipt of the written notice.

13.2. The Parties undertake to notify each other in writing, within 3 (three) working days at the latest, of any change in the Party particulars referred to in the Special Part of the Contract. The Party to the Contract may not, by failing to notify the change of its particulars in time, claim for any action taken by the other Party in accordance with the Party's particulars provided in the Contract.

14. Confidentiality of information and personal data




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

14.2. The Parties undertake to ensure confidentiality of all information known to them and/or entrusted to them during and after the end of the Contract or its termination.

14.3. The Seller undertakes not to use the information provided to it by the Buyer for its own benefit or for the benefit of any third parties without the Buyer's prior written consent, nor to disclose such information to other persons, except in cases provided for in the legislation of the Republic of Lithuania and in the Contract.

14.4. Personal data (names, surnames, position, e-mail and phone number) specified in the Contract and its annexes can only be used to identify the Parties or the Recipient responsible for the performance of the Contract and to communicate on the issues related to the performance of the Contract. If any additional personal data are processed during the performance of the Contract, these data and the purpose of their processing shall be specified in point 9 of the Special Part of the Contract.

14.5. The Parties to the Contract shall ensure that the processing of personal data during the performance of the Contract shall be available only to those persons who are required to do so in the performance of their obligations under the Contract.

14.6. The Contract and its annexes referred to personal data without the other Party's consent may not be transferred to third parties, other than sub-suppliers indicated by the Seller, and the Recipient (if such is specified) that is used for the performance of the Contract and only in those cases where it is necessary for the performance of the Contract or such a data omission would cause very serious difficulties in the execution of the Contract. If the sub-supplier is replaced in accordance with the procedure provided for in the Special Part of the Contract, the other Party's consent for data transfer must be obtained.

14.7. If, during the performance of the Contract, it appears that personal data which are not discussed in the terms of the Contract are being processed, the Parties to the Contract shall immediately inform the other Party concerning such data and maintain the confidentiality of those data. Where personal data not provided for in the Contract are processed, point 9 of the Special Part of the Contract shall be filled in.

14.8. All personal data processed for the purpose of fulfilling contractual obligations may be processed until the end of the obligations of the Parties under the Contract. Only personal data the destruction of which would entail unreasonably much time or financial costs or would not be justified for the purposes of using the result of the Contract may not be destroyed.

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

14.10. The Parties shall not reimburse each other for costs and losses incurred as a result of fulfilling their personal data processing obligations under this Contract.

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

15. Final provisions

15.1. The Contract is drawn up in Lithuanian/English, Lithuanian and English in two/four copies (one/two for each Party) (*depending on which languages the Contract will be drawn up*). Both texts are authentic and have equal legal power. In case of discrepancies between the Lithuanian and English texts, the English language text shall be followed (*applicable if the Contract is concluded with a foreign seller in Lithuanian and in 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 the Contract shall be an integral part of the Contract.

15.3. None of the Parties shall have the right to transfer to a third party the rights and obligations under this Contract without a prior written consent of the other Party.

15.4. In breach of the obligation referred to in point 15.3 of this part of the Contract, the Seller shall pay to the Buyer 5% of the amount of the maximum Contract/Tender price excluding VAT, which is considered as the minimum losses agreed by the Parties in advance, unless otherwise specified in the Special Part of the Contract.

15.5. The Seller guarantees that it has all the licenses necessary for the performance of the Contract. The Seller undertakes to compensate for any losses in the event of claims or proceedings for infringement of patents or licences arising out of or in the performance of the Contract.

15.6. The Parties to the Contract confirm that they did not exceed or violate their competence in the award of the Contract (Articles of Association, regulations, statute, any ruling, decision, order, binding act (including local, individual), transaction, judgement (order, regulation), etc. by the governing body of the Party to the Contract (owner, founder or other competent entity).

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

15.8. The name of the sub-supplier (s)/sub-provider(s) and a part of the contractual obligations performed by it/them are specified in the Special Part of the Contract.

15.9. During the performance of the Contract, the sub-supplier(s) /sub-provider(s) referred to in the Contract may be replaced with another sub-supplier(s) / sub-provider(s) due to objective circumstances which could not have been foreseen by the Seller at the time of submission of the application/tender. The replacement of the supplier(s) / sub-provider(s) shall be possible only after a prior written agreement with the Buyer. The request of the sub-supplier(s) / sub-provider(s) to exchange to another shall be submitted to the Buyer in writing, specifying the grounds for the replacement, together with supporting documentation, that the new sub-supplier(s) /sub-provider(s) meet(s) all requirements for sub-supplier(s) / sub-provider(s) of the public procurement, on the basis of which this Contract has been signed, while the Seller confirms that the exchange of the sub-supplier has not lost its minimum qualification requirements established in the procurement documents. The replacement of the sub-supplier (s)/sub-provider(s) indicated in the Contract with another sub-supplier(s)/ sub-provider(s) shall be documented by a written modification of the Contract (*applicable if the Seller intends to use them*).

15.10. A person appointed by the Seller/persons representing the Seller, accepting and approving the Buyer's orders for the Goods, the estimate of the Goods supplied, attending meetings with the Buyer and performing any other steps necessary for a proper performance of the Contract are specified in the Special Part of the Contract.

15.11. A person(s) appointed by the Buyer who represent/s the Buyer and provide the Seller with orders for Goods, estimate of Goods, participate in the meetings with the Seller and perform other actions necessary for a proper performance of the Contract, is/are specified in the Special Part of the Contract.

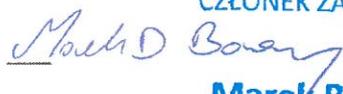
BUYER

Defence Materiel Agency
under the Ministry of National
Defence
Director


Sigitas Džekūnaskas


SELLER

TRAWENA EU spółka z
ograniczoną
odpowiedzialnością
Member of the Board
CZŁONEK ZARZĄDU


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11 August 2022

Contract for Public Procurement–Purchase-
Sale of Goods, No. APS-464

Annex 1

TECHNICAL SPECIFICATION FOR WHITE T-SHIRTS (short-sleeved)

I. GENERAL PROVISIONS

1. White T-shirts (short-sleeved) (hereinafter referred to as “the T-shirts”) are designed to be worn as underwear under everyday uniform shirts during the warm season as well as during the cold season.
2. The T-shirts shall be made of cotton, of a single colour, of knitted fabric. The products shall comply with the requirements specified in this technical specification, be comfortable to wear, allow movement freely, ensure thermal comfort and good hygienic conditions.
3. The material of the products (the yarn) shall comply with the minimum environmental criteria specified in Order No. D1–672 of the Minister of Environment of the Republic of Lithuania of 22 August 2017, “Approval of the description of the list of products for which environmental protection criteria apply to public procurement and procurement, of environmental protection criteria to be applied by contracting authorities and contracting entities when purchasing goods, services or works” (current version with all amendments and changes).
4. The term of guarantee of the T-shirts shall be not less than 12 (twelve) months under conditions of active use (which is calculated from the date of issue of the goods from the Buyer’s warehouse) and 24 (twenty-four) months from the date of acceptance of the goods into the Buyer’s warehouse.
5. Features of the T-shirt model, measurements of the products, technological processing, material sample cards (samples of materials used in production with parameters specified for such materials), instructions for use and care, marking of goods (labels), packaging and delivery shall be coordinated with the winner of the tender after the signing the contract.

II. DESCRIPTION OF THE APPEARANCE AND FEATURES OF THE T- SHIRT MODEL, SIZES, STRUCTURE, PRODUCT MEASUREMENTS

6. The T-shirts shall be made of cotton, knitted fabric, white in colour, close to the colour code of the PANTONE TEXTILE catalogue – 11-4202 TP.
7. The T-shirts shall be short-sleeved, of straight silhouette with a band collar (stand). The bottom (hem) of the sleeves and the front shall be straight. The bottom of the back part shall be curved, lengthened by 4.0 ± 0.2 cm (at the centre of the back).
8. The band collar (stand) of the T-shirts shall be double, consisting of the basic material or of ribbed-weave knitted fabric.
9. If necessary, during the performance of the Contract, before approving the working model, the design and technological processing solutions of the products may be slightly adjusted / corrected, provided that such adjustment / correction does not impair the characteristics and appearance of the product.
10. The sizes of the T-shirts required for soldiers are presented in Table 1, prepared in accordance with the requirements of the LST EN 13402 standard and the size-height system adopted by the Lithuanian Armed Forces. Size indicates a person’s chest circumference in centimetres, height indicates a person’s height in centimetres.
11. The precise size-height table, with specified quantities, shall be provided to the Supplier when the Contract is signed.
12. If necessary, production of T-shirts of non-standard size or height may be requested, not exceeding a maximum of 2 % of the quantity ordered.

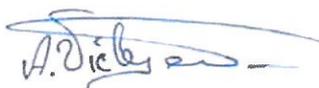




Table 1

T-SHIRT SIZES AND HEIGHTS

Height (cm)	Size (chest circumference, cm)	88-92	96-100	104-108	112-116	120-124
	Waist circumference, cm	76-80	84-88	92-96	100-104	108-112
	164-170					
	176-182					
	188-194					
	200-206					

13. Data of LST ISO 8559 "Size designation of clothes – anthropometric definitions for body measurement" (or data of equivalent standard) shall be used for the design of products.

14. The base size of the T-shirts is 96-100; height – 188-194. Measurements of the base size/height and tolerances in centimetres for the product are specified in Table 2.

15. Height/width (even all-round) of the T-shirt band collar (stand) shall be 2.0 cm \pm 0.2 cm.

Table 2

TABLE OF DIMENSIONS OF MAIN MEASUREMENTS FOR BASE SIZE OF T-SHIRTS
Size 96-100 (chest circumference), height 188-194

Dimension	Measurement position/dimension	Value, cm	Tolerance in cm \pm
A	Back length (measure the centre length of the back from top to bottom, including band collar (stand))	74.0	1.5
B	Chest circumference (bust girth), 1/2 (at the armpits)	50.0	1.5
C	Width along the bottom, 1/2	50.0	1.5
D	Width along the shoulders	46.0	1.0
E	Sleeve length (measured from the top of the sleeve head to the bottom of the sleeve)	18.0	0.5
F	Length of the sleeve opening (measuring the front opening straight from the shoulder to the armpit)	23.0	0.5
G	Sleeve width at the bottom, 1/2	17.0	0.5
H	Width of the collar interface	17.5	0.5
I	Depth of the collar interface at the front	10.0	0.5

16. The basic measurements of T-shirts of all sizes/heights (measurements of products of all sizes/heights) are listed in Table 3. The table of measurements may be coordinated with the winner of the tender after the signing of the Contract.

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Table 3

TABLE OF DIMENSIONS OF MEASUREMENTS OF T-SHIRTS OF ALL SIZES

	Size		88-92	96-100	104-108	112-116	120-124	
	Waist circumference, cm		76-80	84-88	92-96	100-104	108-112	
	Dimension	Height	(cm)	(cm)	(cm)	(cm)	(cm)	Tolerance in cm ±
A	Back length (measuring the length of the centre of the back from the top to the bottom, including the band collar (stand))	164-170	66.0	66.0	66.0	66.0	66.0	1.5
		176-182	70.0	70.0	70.0	70.0	70.0	
		188-194	74.0	74.0	74.0	74.0	74.0	
		200-206	78.0	78.0	78.0	78.0	78.0	
B	Chest circumference (bust girth), 1/2 (measured at the armpits)	164-206	46.0	50.0	54.0	58.0	62.0	1.5
C	Width along the bottom, 1/2	164-206	46.0	50.0	54.0	58.0	62.0	1.5
E	Sleeve length (measured from the top of the sleeve head to the bottom of the sleeve)	164-170	16.0	16.0	16.0	16.0	16.0	0.5
		176-182	17.0	17.0	17.0	17.0	17.0	
		188-194	18.0	18.0	18.0	18.0	18.0	
		200-206	19.0	19.0	19.0	19.0	19.0	
G	Sleeve width at the bottom, 1/2	164-206	15.8	17.0	18.2	19.4	20.6	0.5
H	Width of the collar interface	164-206	16.5	17.5	18.5	19.5	20.5	0.5

III. PRODUCTION FEATURES AND TECHNICAL REQUIREMENTS FOR MATERIALS

17. The T-shirts shall be made of white knitwear material, which shall have good hygienic properties, ensure good air and vapour circulation and good heat exchange. The technical characteristics of the T-shirt material are listed in Table 4.

18. The band collar (stand) of the T-shirts shall consist of the basic material or of 1x1 ribbed-weave double knitted fabric with an elastomeric thread, the fibre composition of which shall be $95 \pm 1\%$ cotton, $5 \pm 1\%$ elastane; surface density – 240 ± 15 g/m². The colour shall be white (the same as the basic material).

19. The knitwear material shall be produced with proper quality, without textile defects, from combed yarn of the proper quality. The thread/yarn (quality, type, thickness) selected for the production of the material shall be such as to ensure as far as possible the functional characteristics of the product and the technical requirements of the material. The knitwear material shall be of uniform thickness and density throughout its entire area, without thinning or compaction, without loops, broken threads, knots, holes, runs. The colour (dyeing) shall be even / uniform throughout the entire area of the product. The knitwear material used in the production of the T-shirts shall be soft – a silicone softening or equivalent finishing of the material shall be necessary.

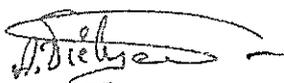



Table 4

TECHNICAL CHARACTERISTICS OF THE BASIC KNITWEAR MATERIAL FOR THE T-SHIRTS

Line No.	Indicator, dimension	Indicator value	Testing method
1.	Fibre composition, %	Combed cotton 95.0 ± 2.0 EL 5.0 ± 2.0	specified
2.	Surface density g/m ²	150.0 + 20.0/-10.0	LST EN 12127 or LST ISO 3801, or equivalent
3.	Knitting	Smooth transverse	LST EN ISO 8388 or equivalent
4.	Change in measurements after washing and drying (latitudinal and longitudinal), %	not more than ± 5.0	LST EN ISO 5077 or equivalent
5.	Propensity to fuzzing (fluffing) and surface pilling (after 2,000 revolutions), degree	≥ 3	LST EN ISO 12945-2 or equivalent
6.	Abrasion resistance, revolutions	≥ 15,000	LST EN 12947-2 or equivalent
7.	Colour difference, Δ E _{CMC}	≤ 2	LST EN ISO 105-J03 or equivalent

Comments:

- for testing 4, washing and drying procedures in accordance with LST EN ISO 6330 standard (or equivalent) – washing 4N, drying method – A.
- indicator 7: “colour difference” Δ E_{CMC} shall be required during performance of the Contract and specifies the permitted colour deviation from the colour of the agreed working specimen (model).

20. The parts of the shirt shall be cut according to the longitudinal. The front, the back, the sleeve – from one part; cut from the basic knitwear material. The band collar (stand) – from one part, double, cut from the basic knitwear material or from ribbed-weave knitwear material. Paired parts shall be uniform, symmetrical. Different hues between parts of the same product shall not be permitted.

21. The seams connecting the parts shall be made with a coverstitch, chain-stitch machine or equivalent, capable of ensuring seams of not less quality and characteristics.

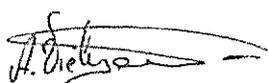
22. The bottom (hem) of the T-shirts and the sleeves shall be sewn with a two-needle chain-stitch (flat seam) machine or equivalent, capable of ensuring seams of not less quality and characteristics. The distance between lock-stitches (needles) shall be 0.5-0.6 cm. The bottom (hem) of the T-shirts and the sleeves shall be 2.0 cm ± 0.2 cm.

23. Overlap for seams and stitching density shall be chosen to ensure the required strength and quality of the product's seams throughout the service life of the product. The ends of all seams shall be neatly and securely (properly) fastened and shall not break during wear.

24. The thickness of sewing threads shall be chosen in such a way as to ensure the quality of the seams, the required strength of the seam, elasticity, and stability during use. All seams shall be smooth and shall not irritate the skin during contact. Rounded textured polyester thread or equivalent shall be used for the coating of the edges of the seams, capable of ensuring seams of not lesser quality and characteristics. The colour of the thread shall be adapted to the colour of the product's material.

25. The manufacturing and finishing methods of all materials used in production shall meet the general technological and quality requirements for products of this category/type. The colour of sewing thread and other accessories shall be coordinated with the colour of the basic material.

26. The technological processing of the products and the quality of the seams shall meet the general quality requirements for this category/type of clothing/knitwork for the technological processing of products, seams and materials. The seams shall not contain broken thread, gaps or incomplete stitches, missed stitches,




stitches in the middle of the seam, wrinkles, stretches, trimmings, transverse or longitudinal pleats. The seams shall be straight and shall not break when pulled; shall not be angled inward or outward. The edges (hems) of the product shall not be crooked. The joined materials shall be intact, without cuttings. The products shall be free of textile defects; well-cleaned: without stains or traces of marks used in the production process, without loose ends of threads; shall be properly arranged (shall not be wrinkled).

27. The features of production processing can be arranged with the winner of the tender after the signing of the Contract.

IV. LABELLING, PACKAGING OF THE PRODUCTS

28. Size markings and product labelling shall comply with the following requirements and the procedures in force in the Republic of Lithuania.

29. Each product must have a textile label sewn onto the inner side of the product. The textile label shall be sewn into the left side seam about 10.0-15.0 cm from the bottom of the product (the location may be adjusted/coordinated before the working model is submitted).

30. Textile labels shall be made of suitable material and the edges of the label shall not be sharp. The textile label shall be not less resistant to washing as the product, the information on the label shall be easily legible throughout the service life of the product.

31. The marking on the textile label shall specify:

- supplier's name or trade mark;
- manufacturer's name or trade mark (if different from the supplier);
- fibre composition;
- size and height (numbers in bold and enlarged font);
- the number and date of the Contract;
- index of the batch and lot of the good;
- date of manufacture (year, month);
- symbols for care (in accordance with LST EN ISO 3758 standard or equivalent).

32. Each product shall be marked on the label, specifying:

- supplier's name or trade mark;
- manufacturer's name or trade mark (if different from the supplier);
- for imported goods, the country of origin of the goods shall be indicated, if this does not coincide with the country in which the manufacturer has its registered office;
- product name (used by the Lithuanian Armed Forces in planning and accounting);
- size and height (numbers in bold and enlarged font);
- the number and date of the Contract;
- index of the batch and lot of the good;
- date of manufacture (year, month);
- NSN code issued by the Lithuanian Armed Forces.

33. The label of the product shall be securely affixed and the label details shall be of sufficient size to enable the information to be read and understood easily.

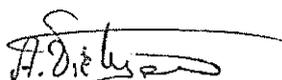
34. The products shall be individually packed in polyethylene bags.

35. Each product shall include instructions for use and care in Lithuanian. The instructions shall be coordinated; may be attached to the product or placed into the bag.

36. Bags with products shall be packed into cardboard boxes, not more than 40 pieces in one box. Each box shall contain only products of one size and height. The weight of a box with products shall not exceed 10 kg. The boxes shall be suitable for long-term storage and for repeated transport.

37. The general packaging (box label) shall contain the following particulars:

- supplier's name or trade mark;
- manufacturer's name or trade mark (if different from the supplier);
- for imported goods, the country of origin of the goods shall be indicated, if this does not coincide with the country in which the manufacturer has its registered office;



- product name (used by the Lithuanian Armed Forces in planning and accounting) (in bold and enlarged font);
- size and height (numbers in bold and enlarged font);
- the number and date of the Contract;
- index of the batch and lot of the good;
- quantity (pcs) (numbers in bold and enlarged font);
- date of manufacture (year, month);
- NSN code issued by the Lithuanian Armed Forces.

V. APPROVAL OF WORKING MODELS (SAMPLES)

38. The start of production shall be permitted only after the approval of a working model (sample). The approval of working models (samples) shall be conditional on the receipt of products of the proper quality suitable for approval as well as all necessary documentation (preliminary coordination of all issues: colour of the material, labels and their location, instructions for use and care, etc.).

39. The working models (samples) submitted for approval shall meet the requirements specified in the technical specification and shall be of the proper quality: without technological processing or defects of used materials, with correct measurements, fully cleaned, correctly labelled, neatly folded and packaged individually in polyethylene bags. All relevant issues (concerning the colour of the basic material, the model, the materials used, the processing, the material sample card, the instructions for use and care, the labelling, packaging and delivery of the goods) shall be coordinated. The models (samples) shall be accompanied by all relevant documentation (listed in the subparagraphs of paragraph 40.2, below).

40. For the approval of a working model (sample), the supplier shall submit:

40.1. Two identical products of the base size (specified in the technical specification) (to be accompanied by a table of measurements of the measured products);

40.2. The technical description of the product (technical documentation consisting of attached and agreed documents, testing protocols, other documents) with an accompanying document / table of contents listing all the submitted documents:

40.2.1. Sample material card of all materials and additives used in production (coordinated (if required) small samples of all materials (all colours) and additives (all colours) with specified (descriptive) main characteristics/parameters: -name/article; -fibre composition; -surface density; -width/thickness (No./tex/mm)/diameter, etc.; -colour code (in accordance with the PANTONE TEXTILE colour chart), colour name and so on);

40.2.2. Samples of labels and diagrams/drawings showing their location (shall be coordinated);

40.2.3. Laboratory testing protocols on materials used in production demonstrating compliance with the requirements specified in the technical specification, or confirmation by the manufacturer of the materials that the materials used in production comply with the specified requirements. The protocols (or confirmation from the material manufacturer) shall be approved by the manufacturer or laboratory and submitted in the original language with a translation into Lithuanian;

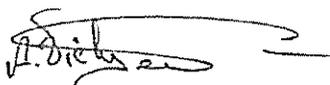
40.2.4. Instructions for the use and care of the product containing recommendations for correct use, care, and storage of the product; explanation of symbols about care (on the textile label) (shall be coordinated).

41. The supplier shall submit a free-form confirmation that the working model (sample) and all submitted information are correct and comply with the terms of the Contract.

Note: All issues/documents specified in the technical specification shall be coordinated before submitting a working model (sample) for approval. It is recommended to coordinate the colour of the materials before production of working models (samples).

VI. ACCEPTANCE OF PRODUCTS

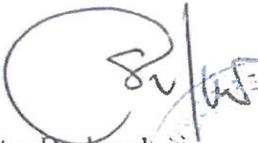
42. Products shall be accepted in accordance with the terms of the Contract, in accordance with the procedure specified by the Buyer, in accordance with the working model (sample) agreed and approved by the Buyer (along with the documentation submitted for approval of the model).




43. The Buyer may perform laboratory testing of the goods. In case the results of the laboratory testing do not meet the requirements specified in the technical specification, the entire batch of goods shall be declared to be defective.

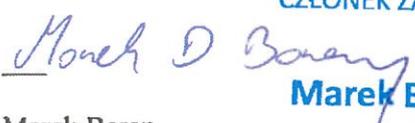
BUYER

**Defence Materiel Agency
under the Ministry of National
Defence
Director**


Sigitas Dzckunskas

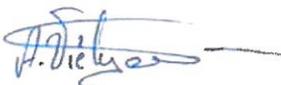

SELLER

**TRAWENA EU spółka z
ograniczoną odpowiedzialnością
Member of the Board**


CZŁONEK ZARZĄDU
Marek Baran
Marek Baran

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NIP 5981996923; Regon 389946299



11 August 2022

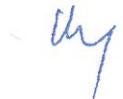
Contract for Public Procurement–Purchase-
Sale of Goods, No. WPS-464

Annex 2

ADDENDUM TO PURCHASE TERMS "PROPOSAL FORM"

To who:	Defence Materiel Agency under the Ministry of National Defence				
Date:	2022.03.30				
Place:	Varšuva				
Name of the supplier / Members of the group of economic entities:	TRAWENA EU spółka z ograniczoną odpowiedzialnością				
Supplier code(s):	KRS 0000921260; VAT UE PL5361956923				
Supplier Address(es):	Kazimierza Wielkiego 16, 05-120 Legionowo, Poland				
VAT payer code(s) of the supplier:	VAT UE PL5361956923				
Account number, bank name and bank code(s) of the responsible partner of the supplier/group of business entities:	ING Bank PL51 1050 1025 1000 0090 3256 7100 ING Bank Śląski S.A. ul. T.Zana 39, 20-601 Lublin, Poland KRS: 0000005459				
Name of the person responsible for the proposal:	Marek Baran				
Phone number of the person responsible for the proposal e-mail adress	+48 504 082 683; mbaran@trawena.com.pl				
Name, surname, duties of the person signing the contract, in the case of a winner of the supplier / group of economic entities:	Marek Baran, Board Member				
Name, surname, telephone number, e-mail address of the person responsible for the execution of the contract of the supplier / group of economic entities, in case of winning:	Marek Baran, Board Member +48 504 082 683; mbaran@trawena.com.pl				
(1) Members of the Supplier / Group of Business Entities, (2) Business Entities whose capacities are relied upon, and (3) if the grounds for exclusion apply to all sub-suppliers - sub-suppliers, collegial supervisory body (Supervisory Board) and/or collegial management body (Board) the list of members (if compiled) and/or the person to whom the PPA was granted Art. 46 2 mandates provided	TRAWENA spółka z ograniczoną odpowiedzialnością spółka komandytowa, Trawniki 624 c, 21-044 Trawniki, POLAND; KRS 0000536890; VAT UE PL7123267595				





Supplier Approvals:

1. With this offer, we note that we agree to all the purchase conditions set forth:
 - 1.1. in public procurement documents
 - 1.2. in other procurement documents (their explanations, additions).
2. We confirm that the information and data provided in the offer are correct and include everything necessary for the proper execution of the contract
3. We confirm that if the members of the collegial supervision/management bodies are not specified in the offer, these bodies are not included in legal entities (applies when grounds for exclusion are determined in the procurement documents).
4. The offer is valid until the deadline set in the procurement documents.
5. In cases where the supplier does not have to pay VAT according to the current legislation, he indicates the reasons for not paying VAT: foreign supplier EU2006/112/EB3str.1a.

Supplier's offer:

No.	Name	Manufacturer's name, Country	Quantity	Unit of measurement	Unit price without VAT	Price with VAT
4.	the shirt is white					
4.1.	the shirt is white	Trawena, Lenkija	15600	pcs	4,91	76596
					price without VAT	76596
					VAT AMOUNT	0
					Price with VAT	76596




11 August 2022

Contract for Public Procurement–Purchase-
Sale of Goods, No. DPS-464

Annex 4

FORMS OF DOCUMENTS REQUIRED FOR CODIFICATION (EXAMPLE OF FILLING)

List of material goods to be codified

Applicant and the
date:

Enclosed
documents:

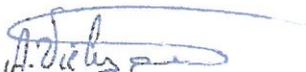
Contract number:

Date of Contract signature:

No.	Supplier (seller)	NCAGE	Actual manufacturer	NCAGE	Manufacturer's number or other identification code	NSN code (if known)	Name	Price

**Instruction on how to fill in the list of material
goods to be codified**

Section	Instruction
Applicant and the date	Enter the name of the institution that is submitting the list and the date of filling in this list
Contract number	Enter the Contract number
Date of Contract signature	Enter the date of the Contract that includes the provision on codification.
Enclosed documents	Indicate the documents (or digital medium) to be enclosed (descriptions, drawings, etc.) and the number of pages of documents.
Supplier (Seller)	Indicate the supplier (seller) of material goods.
NCAGE	Enter the NCAGE code of the supplier (seller) – if known
Actual manufacturer	If the supplier (seller) is not the actual manufacturer of the goods, please indicate the actual manufacturer.
NCAGE	Enter the NCAGE code of the actual manufacturer – if known
Manufacturer's number of other identification code	Indicate the manufacturer's number or other number that unambiguously identifies material goods
NSN code	This section is to be filled in if material goods are purchased from a foreign country and the NSN code is known.
Name	Indicate the name of material goods proposed by the manufacturer.
Price	Indicate the price of material goods.





INFORMATION ABOUT THE MANUFACTURER OR THE SUPPLIER (EXAMPLE OF FILLING)

No.	NCAGE	Name	Address	Phone	Fax	E-mail	Company code	Supplier (seller)	Manufacturer

Instruction on how to fill in the form "Information about the manufacturer or the supplier"

Section	Instruction
NCAGE *	Enter the NCGAGE code (if such is possessed and known) of the supplier (seller) or the manufacturer
Name	Indicate the exact name of the supplier (seller) or the manufacturer
Address	Indicate the exact address (including the postal code) of the supplier (seller) or the manufacturer
Phone	Enter the phone number (including the city code) of the supplier (seller) or the manufacturer
Fax	Enter the fax number (including the city code) of the supplier (seller) or the manufacturer
E-mail *	Enter the e-mail address of the supplier (seller) or the manufacturer
Company code	Enter the supplier's (seller's) or the manufacturer's company code
Supplier (seller) or the manufacturer	Mark (x) the appropriate option (i.e. whether the supplier (seller) is the actual manufacturer of material goods or is only a distributor of production of other manufacturers)

* sections marked with the asterisk are not obligatory. Other sections not marked with the asterisk are obligatory.

BUYER

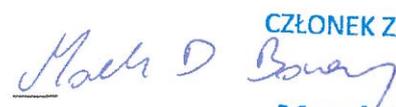
**Defence Materiel Agency
under the Ministry of National
Defence
Director**


Sigitas Dzekunskas



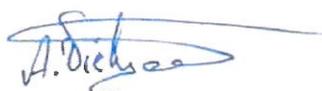
SELLER

**TRAWENA EU spółka z
ograniczoną odpowiedzialnością
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CZŁONEK ZARZĄDU
Marek Baran
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NIP 5361956923, Regon 389946299



11 August 2022

Contract for Public Procurement—
Purchase-Sale of Goods, No. DPS-464

Annex 5

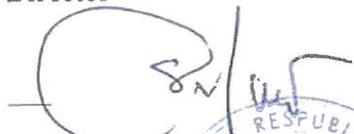
PRODUCT SIZES

White T-shirts (short-sleeved)

Chest circumference, cm	88-92	96-100	104-108	112-116	120-124	Total, pcs.
Waist circumference, cm	76-80	84-88	92-96	100-104	108-112	
Height, cm						
164-170	60	300	100	20		480
176-182	100	900	900	100	20	2,020
188-194	60	600	600	100	30	1,390
200-206		30	40	20	20	110
Total, pcs.	220	1,830	1,640	240	70	4,000

BUYER

Defence Materiel Agency
under the Ministry of National
Defence
Director


Sigitas Dzekunskas


SELLER

TRAWENA EU spółka z
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Member of the Board

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