

CONTRACT FOR THE PUBLIC PROCUREMENT-SALE OF GOODS

21 September 2022 No. DPS-556

I. SPECIAL PART

The Defence Materiel Agency under the Ministry of National Defence (hereinafter referred to as the DMA), represented by the Director, Sigita Dzekunskas, acting in accordance with the DMA internal regulations (hereinafter referred to as the Buyer) and TRAWENA EU spółka z ograniczoną odpowiedzialnością, represented by the Board member, Marek Baran, acting in accordance with the company's articles of association (hereinafter referred to as the Seller), in this Contract for the Public Procurement-Sale of Goods hereinafter jointly referred to as the Parties, and each individually 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 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 internal 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 Contract for the Public Procurement-Sale of Goods, hereinafter referred to as the Contract, and have agreed on the following terms.

1. Subject of the Contract

1.1. The Seller undertakes to sell and deliver shirts for the tactical field uniform (manufacturer: Trawena, Poland) (hereinafter referred to as the Goods) conforming to the requirements set out in Annex 1 to the Contract, 'Technical Specification', Annex 2 to the Contract, 'Form of Tender', and Annex 7, 'Technical Characteristics of the Goods', and manufactured in accordance with the approved working sample.

1.2. The maximum quantity of the Goods to be purchased is 54340 (fifty-four thousand three hundred and forty) pieces of shirts for the tactical field uniform. The minimum quantity of the goods to be purchased is 41800 (forty-one thousand eight hundred) pieces of shirts for the tactical field uniform.

1.3. The Payer, the Lithuanian Armed Forces, shall pay the Seller for the Goods delivered in accordance with the requirements specified in the Contract and its Annexes in accordance with the procedure set out in this Contract.

2. Contract price/value/product per-unit cost/pricing rules

2.1. The Contract is subject to fixed-rate pricing with revision.

2.2. Product per-unit cost is EUR 21.65 (twenty-one euros and 65 cents) excluding VAT. The price of the Goods shall include all taxes and all costs incurred by the Seller in connection with the sale and delivery of the Goods (storage, packaging, transport, delivery) and all taxes and costs which may affect the price of the Goods or which may arise in the performance of the Contract. In entering into this Contract, the Seller shall estimate the total volume of the Goods and shall bear the risk of fluctuations in the amounts of costs.

2.3. The maximum price of the Contract is EUR 1 176 461,00 (one million one hundred and seventy-six thousand four hundred and sixty-one euros and 00 cents) excluding value added tax (hereinafter, the VAT).

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

2.5. Clause 12.9 of the General Part of the Contract applies.

[Handwritten signature]

[Handwritten mark]

3. Location, term (time limit) and conditions for delivery of the Goods

3.1. The Seller undertakes:

3.1.1. to deliver the quantity of the Goods in accordance with the terms and conditions set out in this Contract and its Annexes, in accordance with written orders for the Goods, **no later than within 4 (four) months** from the date on which the order is placed. Orders shall be placed in accordance with the form set out in Annex 3 to the Contract, 'Order';

3.1.2. **within 2 (two) months** from the date of entry into force of the Contract, **the Seller** shall comply with the undertakings specified in clauses 3.5.1, 3.5.2 and 3.5.3 of the General Part of the Contract. The quality assurance plan for the Goods shall be prepared in accordance with LKS AQAP 2105 or ISO 10005 or other equivalent standard.

3.1.3. The production of the Goods shall be permitted only after working samples have been approved;

3.1.4. With the first batch of the Goods, **the Seller** shall submit a declaration of conformity prepared in accordance with model form A.2 of the LST EN ISO/IEC 17050-1 standard or equivalent, an accredited laboratory's testing protocols confirming the conformity of the Goods with the requirements specified in the Technical Specification;

3.1.5. With each other batch of the Goods, **the Seller** shall submit documents (laboratory testing protocols, technical descriptions, certificates, etc.) confirming the conformity of the Goods with the requirements specified in the Contract;

3.2. The Goods shall be delivered in accordance with the International Conditions of Trade (Contracts) INCOTERMS 2020 DDP at Svajonės g. 22, Klaipėda.

3.3. **The Seller** shall ensure that the circumstances specified in Article 45(2¹) of the Law on Public Procurement (hereinafter referred to as the LPP) 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 LPP that there are no conditions as specified in Article 45(2¹) of the LPP. **The Seller** shall submit the documents requested by **the Buyer** not later than within 10 working days from the date of receipt of the request.

4. Payment procedure

4.1. **The Payer** shall pay **the Seller** in accordance with the procedure specified in clause 4.1 of the General Part of the Contract for each invoice submitted.

4.2. In performance of the Contract, invoices shall be submitted by means of the information system "E. sąskaita", specifying **the Buyer, the Payer, Contract number and date**. If **the Seller** does not submit the invoice by means of the information system "E. sąskaita", **the Payer** has 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 order price. In such case, the conditions specified in clauses 4.3-4.6 of the General Part of the Contract shall apply.

5. The right of the Buyer to unilaterally terminate the Contract

5.1. **The Buyer** shall have the right to terminate this Contract in accordance with the procedure set out in clause 9.2 of the General Part of the Contract:

5.1.1. if **the Seller** is more than thirty (30) days late in delivering the Goods from the deadline set out in clauses 3.1.1 and 3.1.2 of the Special Part of the Contract;

5.1.2. if **the Seller** fails to perform or improperly fulfils the requirements set out in clauses 3.1.3 and 3.1.5 of the Special Part of the Contract.

5.1.3. In case **the Seller** fails to provide **the Buyer** with the documents specified in clause 3.3 of the Special Part of the Contract within the specified term (time limit);

5.1.4. In case of a circumstance satisfying at least one of the conditions listed in Article 45(2¹) of the LPP.

5.2. Other cases for unilateral termination of the Contract are specified in clause 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 Annexes, also shall comply with approved working sample.
- 6.2. Quality of the Goods shall be verified upon delivery of the Goods at the address specified in clause 3.2 of the Special Part of the Contract. The Goods must be placed on pallets. The **Buyer** shall prepare a quality inspection report after checking 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. In case the **Seller** fails to comply with the requirement to immediately take back the Goods, the **Seller** shall not have the right to make claims for the loss or damage of the Goods.
- 6.3. The Goods may be subject to laboratory testing in accordance with the procedures set out in clauses 4.2, 5.5 to 5.7 of the General Part of the Contract. The quantity of the Goods to be taken for laboratory testing shall be no more than 3 (three) units of the Goods from the selected batch or from each lot (in the case of a batch consisting of several lots).
- 6.4. The **Seller** warrants that the Goods and the materials of which they are made are free from defects and comply with the requirements set out in clause 6.1 of the Special Part of the Contract.
- 6.5. The **Seller** shall be responsible for the delivery of the Goods of good quality and in conformity with the requirements set out in this Contract and its Annexes.

7. Guarantee obligations

- 7.1. The warranty term (time period) of the guarantee for the quality of the Goods used after delivery by the **Seller** shall be 12 (twelve) months under conditions of active use, which shall be calculated from the date of the release of the Goods from the warehouse and 24 (twenty-four) months from the date of signing of the documents of acceptance of the Goods into the **Seller's** warehouse.
- 7.2 The **Seller** shall comply with the obligations referred to in clause 6.3 of the General Part of the Contract not later than within thirty (30) days after the **Buyer's** written notification.
- 7.3. The conditions set out in clause 6.5 of the General Part of the Contract shall apply. The quantity of the Goods to be taken for laboratory testing shall be up to 3 (three) units of the Goods from the selected batch or from each lot (in the case of a batch consisting of several lots). The quantity of the Goods to be taken for laboratory tests may be adjusted and determined according to the quantity of the Goods indicated by the laboratory, which will carry out the tests. Replacement of non-conforming Goods to quality Goods shall be in accordance with the provisions of clause 6.3 of the General Part of the Contract.

8. Additional assurance of performance of undertakings

- 8.1. The amount to be guaranteed by a bank guarantee or a surety letter of an insurance company shall not be less than EUR 82 352,27 (eighty-two thousand three hundred and fifty-two euros and 27 cents) (7 (seven) percent of the maximum price of the Contract excluding VAT) and the period of validity shall be at least 38 (thirty-eight) months from the date of entry into force of the Contract. The bank guarantee or a surety letter of an insurance company must comply with the requirements set out in clauses 12.1, 12.2 and 12.3 of the General Part of the Contract.
- 8.2. The **Seller** shall have the right to provide a bank guarantee or a surety letter of the insurance company, the term of which is shorter than that specified in clause 8.1 of the Special Part of the Contract, but not less than 24 (twenty-four) months. In this case, together with the documents of assurance of performance of the Contract, the **Seller** shall provide a confirmation that the bank guarantee or the surety letter of the insurance company will be extended not less than 60 days before its expiry, for a period of not less than 14 (fourteen) months (calculated



from the date of its expiry).

9. Subcontractors

9.1. TRAWENA spółka z ograniczoną odpowiedzialnością spółka komandytowa.

9.2. If the subcontractor named in the Contract goes bankrupt or refuses to supply the Goods specified in the Contract, it may be replaced by another subcontractor. A request for the replacement of a subcontractor under the Contract shall be made in writing to **the Buyer**, stating the reasons for such replacement. The new subcontractor must meet all the requirements laid down in the documents relating to the public procurement on the basis of which this Contract was signed.

9.3. The replacement of a subcontractor by another subcontractor shall be documented in writing.

10. Other conditions

10.1. The amount of the minimum loss agreed in advance by the Parties specified in clauses 11.1 and 11.3 of the General Part of the Contract shall be 0.1 percent of the price exclusive of VAT of the Goods not delivered/unchanged, for each day of delay.

10.2. The amount of the minimum loss agreed by the Parties in advance specified in clause 11.4 of the General Part of the Contract shall be EUR 82 352,27 (eighty-two thousand three hundred and fifty-two euros and 27 cents) *(7 (seven) percent of the maximum price of the Contract excluding VAT)*.

10.3. In the event of termination of the Contract in the cases referred to in clauses 5.1.3 and 5.1.4 of the Special Part of the Contract, the amount of the minimum loss agreed in advance by the Parties shall be EUR 176 469,15 (one hundred and seventy-six thousand, four hundred and sixty-nine euros and 15 cents) *(15 (fifteen) percent of the maximum Contract value referred to in clause 2.1 of the Special Part of the Contract excluding VAT)*.

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

10.5. **The Seller** undertakes to comply with the obligations specified in clause 8 of the General Part of the Contract and to provide **the Buyer** a copy of the signed Contract and the data necessary to identify the purchased goods in accordance with the forms provided in Annex 4 to the Contract "Forms of documents required for codification". **The Seller** shall submit completed and signed forms by e-mail to the DMA Military Standardisation and National Codification Bureau, e-mail: ncblt@mil.lt, tel. + 370 5 278 5250.

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

10.7. **The Buyer's** representative: the person responsible for the performance of the Contract: Senior Sergeant Gintaras Pivoriūnas, Chief Logistics Specialist of the Clothing and Soldier Systems Office of the Stockpile Management Department of the DMA, tel. +370 706 80 895, +370 680 62 426, e-mail gintaras.pivoriunas@kam.lt

10.8. The person responsible for announcement of the Contract: Agnė Vielytė, Chief Specialist of the Second Procurement Organisation Division of the DMA, tel. +370 706 25220, e-mail: agne.vielyte@kam.lt, and the person responsible for announcement of amendments to the Contract: Senior Sergeant Gintaras Pivoriūnas, Chief Logistics Specialist of the Clothing and Soldier Systems Office of the Stockpile Management Department of the DMA, tel. +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 of shirts for the tactical field uniform, 13 pages;

10.9.2. Annex 2. 'Form of tender', 2 pages;

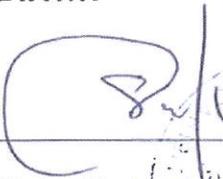
10.9.3. Annex 3. 'Order' (form for filling), 1 page.

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

<p>10.9.5. Annex 5. 'Technical characteristics of the goods', 1 page. 10.9.7. Annex 6. 'Undertakings of subcontractor', 1 page.</p>
<p>11. Validity of the Contract</p> <p>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 complete performance of the financial and guarantee undertakings. 11.2. Contract extension is not planned.</p>
<p>12. The Buyer's details Defence Materiel Agency under the Ministry of National Defence Code: 304740061 VAT identification number: LT100011457012 Giedraičių str. 41, LT-09303 Vilnius Republic of Lithuania Bank account: LT23 7044 0600 0820 1907 SEB bankas AB</p>
<p>13. The 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</p>
<p>14. The 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</p>

THE BUYER

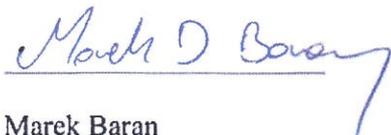
Defence Materiel Agency under
the Ministry of National Defence
Director



Sigitas Dzekunskas

THE SELLER

TRAWENA EU spółka z
ograniczoną odpowiedzialnością
Board member


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

Seller, an amount not exceeding the amount of the surety/guarantee by transferring the money to **the Buyer's** account.

4.5. Advance bank guarantee or a surety letter cannot state that the guarantor or surety is only liable for the compensation of direct damages. There can be no provisions or conditions which would oblige **the Buyer** to prove to the company which has issued a guarantee or a surety letter that the Contract with **the Seller** has been lawfully terminated or otherwise allow the company which has issued a guarantee or a surety letter not to pay (or delay) the amount secured (ensured) by the guarantee or surety.

4.6. Advance bank guarantee or a surety letter of the insurance company which do not meet the requirements laid down in points 4.3-4.5 of the General Part of the Contract shall not be accepted. In such a case, **the Seller** shall be deemed not to have provided the advance bank guarantee or a surety letter of the insurance company to **the Buyer** and shall be paid in accordance with point 4.1 of the General Part of the Contract.

4.7. The advance shall be paid within 10 (ten) days from the receipt of the advance bank guarantee or a surety letter of the insurance company and the advance payment invoice.

4.8. The Parties shall have the right to conclude additional agreements for the reduction of the amount provided for in the bank guarantee or a surety letter of the insurance company after **the Seller** has duly fulfilled a part of the obligations.

5. The quality of Goods

5.1. Goods shall comply with the requirements laid down in the Contract and its annex (s).

5.2. **The Seller** agrees that, in accordance with the requirements of LKS STANAG 4107, the representative of the State Quality Assurance in Lithuania can contact the relevant state quality assurance unit of the NATO state or organisation in the state of **the Seller** to carry out State Quality Assurance Supervision during the duration of the Contract (*if such provision established in the Special Part of the Contract applies*). If **the Seller** is not a manufacturer, this requirement shall be included in the Seller's contract with the supplier that will produce the Goods for **the Seller**, informing **the Buyer** and providing relevant documents (*if such provision established in the Special Part of the Contract applies*).

5.3. If the Goods at the time of acceptance are found not to comply with the requirements laid down in the Contract and its annex (s), the representatives of **the Seller** shall be invited without delay, in the presence of whom the Act shall be drawn up, the Goods shall not be accepted and **the Seller** shall be subject to contractual liability if the time limit for the delivery of Goods has expired.

5.4. In the event that the conflict over the quality of Goods and their compliance with the requirements laid down in the Contract and its annex (s) cannot be resolved by mutual agreement between the Parties to the Contract, the Parties shall have the right to invite independent experts. All costs related to the work of experts shall be borne by the Party to whose detriment the decision of the experts has been taken.

5.5. If **the Buyer**, in accordance with point 4.2 of the General Part of the Contract, decides to perform laboratory tests of the Goods from the selected batch (consignment), in the presence of **the Seller's** representative, it shall choose the quantity of the Goods specified in the Special Part of the Contract, where compliance with the requirements set out in the Contract and its annex (s) will be checked (*if such provision established in the Special Part of the Contract applies*).

5.6. If, during the laboratory tests the Goods are found not to comply with the requirements laid down in the Contract and its annex (s), the remaining Goods (batch and/or consignment) shall be returned to **the Seller**. No payment shall be made for these Goods and the Goods shall be deemed not to have been delivered, and **the Seller** shall be subject to the penalties provided for in point 11.1 of the General Part of the Contract. If the Goods are found not to comply with the requirements of the Contract and its annex (s), no payment shall be made for the Goods used for tests, while **the Seller** shall have to pay the costs for the laboratory tests and pay to **the Buyer** a 10% of the size of the price of defective batch, excluding VAT, i.e. the minimum losses agreed by the Parties in advance, which are intended to compensate the administrative costs incurred by **the Buyer** for preparing the Goods for laboratory testing procedures. In such a case, **the Seller** shall replace the

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);

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*

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.

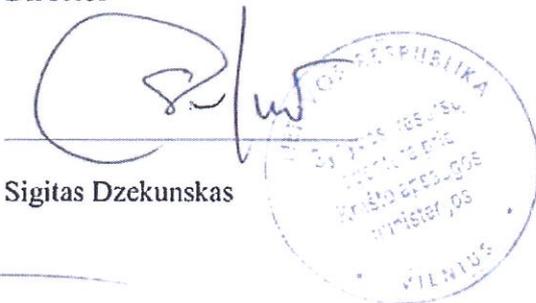
15.9. During the performance of the Contract, the sub-supplier(s) /sub-provider(s) referred to in the Contract may be replaced with another sub-supplier(s) / sub-provider(s) due to objective circumstances which could not have been foreseen by **the Seller** at the time of submission of the application/tender. 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.

THE BUYER

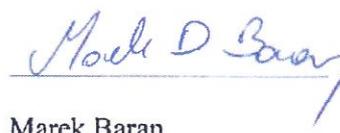
Defence Materiel Agency under
the Ministry of National Defence
Director



Sigitas Dzekunskas

THE SELLER

TRAWENA EU spółka z
ograniczoną odpowiedzialnością
Board member



Marek Baran

17

TRAWENA EU SP. Z O.O.

ul. Kazimierza Wielkiego 16
05-120 Legionowo
NIP 5361956923, Regon 389946299



TECHNICAL SPECIFICATION OF SHIRTS FOR THE TACTICAL FIELD UNIFORM

I. GENERAL PROVISIONS

1. Shirts for the tactical field uniform (hereinafter referred to as “field uniform shirts” or “shirts”) are designed to be worn in hot, warm or cool weather; may be worn alone, over other clothes (undergarments) or under outerwear.

2. Shirts shall be made of two different materials (combined): from polyester, double-layered, monochrome, knitted fabric and from fabric printed with a universal camouflage design patented by the Lithuanian Armed Forces. The fabrics from which the shirts are made shall ensure good circulation of air and water vapour and good heat exchange.

3. The Buyer shall supply fabric printed with a universal camouflage design patented by the Lithuanian Armed Forces in accordance with agreed norms for usage of such fabric. All other materials, accessories, fittings, thread, etc. required for the production of shirts shall be supplied by the Supplier/Manufacturer.

4. Products shall comply with the requirements listed in this technical specification, shall be comfortable to wear, shall not restrict movement, shall protect the wearer from the environment, shall ensure thermal comfort and good hygienic conditions.

5. The fabric of the products (yam) shall comply with the minimum environmental protection criteria for textile products 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” (as subsequently amended).

6. The term (period of time) of the shirts quality guarantee 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.

7. Features of the shirts model, measurements of products, technological processing, material sample cards, instructions for use and care, marking of goods (labels), packaging and delivery shall be coordinated with the winner of the tender after the signing of the Contract.

II. DESCRIPTION OF THE APPEARANCE AND FEATURES OF THE SHIRTS MODEL, SIZES, DESIGN, PRODUCT MEASUREMENTS

8. The shirts shall be made of fabric printed with a universal camouflage design and of monochrome knitted fabric, straw-coloured, close to the colour code 17-1022 TP in accordance with the PANTONE TEXTILE colour chart.

9. The field uniform shirts shall be of a semi-close-fitting silhouette. The cut of the sleeves shall be of a raglan-style. The shirts shall have a band collar (stand); shall be secured with a zipper at the top of the front, in the middle; with patch pockets on the sleeves; with elbow patches; with tabs to regulate width at the bottom (cuff) of the sleeves. Shirts knitwear components: front, back, lower components of the upper part of the sleeve, inner stand, trimmings-edgings. All other components shall be made of fabric. The sketches of the field

uniform shirts with components are listed in the Annex.

10. If necessary, during the performance of the Contract, before approving the working sample, 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.

11. The sizes of shirts needed for soldiers are listed in Table 1, specified in accordance with the requirements of the LST EN 13402 standard and the system of sizes-heights used by the Lithuanian Armed Forces. The size indicates the circumference of the human chest in centimetres, the height indicates the height of a person in centimetres.

12. The exact table of sizes-heights, with specified quantities, shall be provided to the Supplier at the time of signing of the Contract.

13. If necessary, production of shirts of non-standard sizes or heights may be requested, not exceeding a maximum of 2 percent of the total quantity ordered.

Table 1

SHIRTS SIZES AND HEIGHTS

Height, cm	Size (chest circumference, cm)	84	88	92	96	100	104	108	112	116	120	124
	Waist circumference, cm	72	76	80	84	88	92	96	100	104	108	112
158												
164												
170												
176												
182												
188												
194												
200												
206												

14. 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.

15. The basic size of shirts shall be: chest circumference – 100; height – 182, waist circumference – 88. Measurements of the basic size/height and tolerances in centimetres are listed in Table 2. The measurements of all components are specified for a product of the basic size/height.

16. The shirts band collar (stand) in the back shall be convex and 2.5 cm higher than in the front. The height of the collar at the front zipper shall be 6.0 ± 0.2 cm and 8.5 ± 0.2 cm in the middle of the back. The outer part of the collar shall be made of fabric, and the inner part of the collar shall be of knitted material. A hanger tab – 1.0 ± 0.2 cm wide shall be sewn into the stitching seam of the collar, in the middle of the back, on the inner side of the shirts.

17. The length of the front zipper shall be 22.0 ± 0.5 cm. The length of the front opening shall be 16.0 ± 0.2 cm. The end of the zipper, at the bottom of the opening, shall be covered by a double piece of fabric with a length of 1.5 ± 0.2 cm. On the inner side of the product, the zipper shall be completely covered with double trimmings made of knitted material. The corners of the trimmings at the top of the zipper shall be folded to the good side of the product in such a way that the folded corners cover the ends of the zipper and protect against the zipper touching the body.

18. The raglan-cut sleeve shall be composed of 3 components. The main component (made of fabric) shall have two gussets: one shall go from the bottom up about 37.0 ± 0.5 cm from the bottom of the bent sleeve, the other shall go from the sleeve seam parallel to the lower edge of the front upper knitted component of the sleeve. The gusset length is about 27.0 ± 0.5 cm from the sleeve seam. The design solutions for the sleeve may be slightly adjusted/corrected, provided that such adjustment/correction does not impair the product's characteristics, comfort or appearance.

19. The upper part of the sleeve shall have rectangular, double patch pockets with flaps. The lower pockets shall be spatial (bellows pockets at the lower and rear edge), Figure 3 of the Annex. The flaps shall have a geometric shape. For convenience of use, the pocket opening shall be inclined, the upper front corner of the pocket shall be tilted downward. The distance from the seam of the band below the collar to the upper front corner shall be approximately 28.0 ± 0.5 cm, and the distance to the rear corner of the flap shall be approximately 20.0 ± 0.5 cm.

Table 2

**TABLE OF DIMENSIONS FOR MAIN MEASUREMENTS OF THE BASIC
SIZE OF THE
FIELD UNIFORM SHIRTS**

Size 100 (chest circumference), 182 height

No.	Dimension, location of measurement	Value, cm	Tolerance, \pm cm
1.	Length of the middle of the back (measured from the seam of the band below the collar to the bottom)	77.0	1.0
2.	Length of the front (measured from the intersection of the band below the collar with the sleeve in the front to the bottom)	74.0	1.0
3.	Chest circumference $\frac{1}{2}$ (measured at the armpits)	56.0	1.0
4.	Waist circumference $\frac{1}{2}$ (measured at a distance of 48 cm from the middle of the band below the collar in the back)	50.0	1.0
5.	Width at the bottom $\frac{1}{2}$	52.0	1.0
6.	Sleeve length (measured from the seam of the band below the collar to the bottom)	80.0	1.0
7.	Sleeve width at the top $\frac{1}{2}$ (measured under the armpits)	24.0	0.5
8.	Sleeve width at the elbow $\frac{1}{2}$ (measured 28 cm from the bottom)	21.0	0.5
9.	Sleeve width at the bottom $\frac{1}{2}$	18.5	0.5
10.	Length of the band below the collar $\frac{1}{2}$ (measured from the middle of the front to the middle of the back, according to the collar stitching seam)	23.5	0.5

20. The length of the spatial lower (bellows) pocket shall be $17.5 \text{ cm} \pm 0.5 \text{ cm}$ and the width (opening) shall be $15.0 \text{ cm} \pm 0.5 \text{ cm}$. The depth (width of the trimmings) shall be $2 \times 1.4 \text{ cm} \pm 0.2 \text{ cm}$.

21. The length of the upper pocket sewn onto the spatial (bellows) pocket shall be $15.0 \text{ cm} \pm 0.5 \text{ cm}$, the width (opening) shall be $15.0 \text{ cm} \pm 0.5 \text{ cm}$.

22. The height of the flap measured through the middle shall be $7.0 \text{ cm} \pm 0.3 \text{ cm}$, the height at the edge shall be $5.0 \text{ cm} \pm 0.2 \text{ cm}$; the width (length) at the top shall be $16.0 \text{ cm} \pm 0.5 \text{ cm}$ and the width (length) at the bottom shall be $10.5 \text{ cm} \pm 0.3 \text{ cm}$.

23. In the stitching seam of the flap on the left arm, at a distance of 1.5 cm ± 0.1 cm from the front edge, an opening of 2.5 cm ± 0.2 cm shall be left unsewn and the edges of such opening shall be reinforced with additional stitching.

24. A rectangular 10.0 x 13.0 cm ± 0.2 cm touch-and-close (hook-and-loop) textile fastener part (loops) (soft side) shall be sewn onto the upper pocket (in the middle of the pocket, from the upper edge of the pocket downward). A rectangular 10.0 x 5.0 cm ± 0.2 cm touch-and-close (hook-and-loop) textile fastener part (loops) (soft side) shall be sewn onto the flap (in the middle of the flap, from the lower chainstitch upward).

25. The pockets shall be fastened with a touch-and-close (hook-and-loop) textile fastener band, 2.5 cm ± 0.2 cm wide. Two touch-and-close (hook-and-loop) textile fastener parts (loops) (soft side), 2.5 X 2.5 cm ± 0.2 cm, shall be sewn to the edge of the opening of the spatial (lower) pocket. The distance from the edge of the pocket shall be 2.5 ± 0.2 cm and the distance between the parts shall be 5.0 ± 0.2 cm. Two touch-and-close (hook-and-loop) textile fastener parts (hooks) (rough side), 2.5 cm X 4.5 cm ± 0.2 cm, shall be sewn onto the lower part of the flap (from the outer chainstitch upward). The distance from the side of the flap shall be 3.0 cm ± 0.2 cm and the distance between the parts shall be 5.0 cm ± 0.2 cm.

26. The pocket of the left sleeve shall have an additional small pocket for a pen. The measurements of the small pocket shall be 13.5 cm X 2.5 cm ± 0.2 cm. The small pocket shall be sewn into the front edge of the upper pocket, leaving 0.7 cm ± 0.1 cm from the lower corner.

27. There shall be an additional small pocket for pens, with three compartments, on the left sleeve (at the bottom). The measurements of the small pocket: 15.0 cm ± 0.2 cm X 6.3 cm ± 0.2 cm. Along the pocket, 2 chainstitches shall be sewn in the middle. The distance between the chainstitches shall be 2.0 cm ± 0.2 cm. The distance from the bottom of the sleeve shall be 8.0 cm ± 0.5 cm and the distance from the bottom seam of the sleeve shall be 7.5 cm ± 0.2 cm.

Table 3

TABLE OF DIMENSIONS FOR MEASUREMENTS OF ALL SIZES OF SHIRTS

	Size	84	88	92	96	100	104	108	112	116	120	124	Tol era nce	
		72	76	80	84	88	92	96	100	104	108	112		
	Dimen- sion	Heig ht	cm	cm ±										
		cm	cm	cm	cm	cm	cm	cm	cm	cm	cm	cm		
I	Length of the middle of the back (measure d from the seam of the band below the collar to the	158	69.0	69.0	69.0	69.0	69.0	69.0	69.0	69.0	69.0	69.0	1.0	
		164	71.0	71.0	71.0	71.0	71.0	71.0	71.0	71.0	71.0	71.0		
		170	73.0	73.0	73.0	73.0	73.0	73.0	73.0	73.0	73.0	73.0		
		176	75.0	75.0	75.0	75.0	75.0	75.0	75.0	75.0	75.0	75.0		
		182	77.0	77.0	77.0	77.0	77.0	77.0	77.0	77.0	77.0	77.0		
		188	79.0	79.0	79.0	79.0	79.0	79.0	79.0	79.0	79.0	79.0		
		194	81.0	81.0	81.0	81.0	81.0	81.0	81.0	81.0	81.0	81.0		
	200	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0	83.0			

	bottom)	206	85.0	85.0	85.0	85.0	85.0	85.0	85.0	85.0	85.0	85.0	85.0	
2	Chest circumference, 1/2)	158-206	48.0	50.0	52.0	54.0	56.0	58.0	60.0	62.0	64.0	66.0	68.0	1.0
3	Width at the bottom, 1/2	158-206	44.0	46.0	48.0	50.0	52.0	54.0	56.0	58.0	60.0	62.0	64.0	1.0
4	Sleeve length (measured from the seam of the band below the collar to the bottom)	158	70.8	71.1	71.4	71.7	72.0	72.3	72.6	72.9	73.2	73.5	73.8	1.0
		164	72.8	73.1	73.4	73.7	74.0	74.3	74.6	74.9	75.2	75.5	75.8	
		170	74.8	75.1	75.4	75.7	76.0	76.3	76.6	76.9	77.2	77.5	77.8	
		176	76.8	77.1	77.4	77.7	78.0	78.3	78.6	78.9	79.2	79.5	79.8	
		182	78.8	79.1	79.4	79.7	80.0	80.3	80.6	80.9	81.2	81.5	81.8	
		188	80.8	81.1	81.4	81.7	82.0	82.3	82.6	82.9	83.2	83.5	83.8	
		194	82.8	83.1	83.4	83.7	84.0	84.3	84.6	84.9	85.2	85.5	85.8	
		200	84.8	85.1	85.4	85.7	86.0	86.3	86.6	86.9	87.2	87.5	87.8	
		206	86.8	87.1	87.4	87.7	88.0	88.3	88.6	88.9	89.2	89.5	89.8	
5	Sleeve width at the top, 1/2	158-206	21.6	22.2	22.8	23.4	24.0	24.6	25.2	25.8	26.4	27.0	27.6	0.5
6	Sleeve width at the bottom, 1/2	158-206	17.3	17.6	17.9	18.2	18.5	18.8	19.1	19.4	19.7	20.0	20.3	0.5

28. Field uniform shirts shall have a pocket-elbow patch in the elbow area for inserting protective accessories (inserts) (Figure 4 of the Annex). The patch shall be shaped like the insert. The pocket-elbow patches shall have 8.0 cm ± 0.2 cm stitching at the top and openings at the bottom. The top and bottom of the parts shall be straight, the sides shall be convex. The distance from the sleeve seam to the rear upper corner of the patch shall be 9.0 cm ± 0.5 cm and the distance to the rear lower corner shall be 7.5 cm ± 0.5 cm. The distance from the bottom of the sleeve to the rear lower corner shall be 11.0 cm ± 0.5 cm and the distance to the front lower corner shall be 12.5 cm ± 0.5 cm. The length of the pocket-elbow patch in the middle shall be 28.0 cm ± 0.5 cm, the width at the top shall be 9.5 cm ± 0.2 cm, the width at the bottom shall be 10.5 cm ± 0.2 cm, the width at the widest point (at a distance of 13.0 cm ± 0.5 cm from the top) shall be 14.5 cm ± 0.5 cm. The opening of the pocket-elbow patch shall be fastened at the bottom with a touch-and-close (hook-and-loop) textile fastener band, 2.5 cm ± 0.2 cm wide. The part size shall be 2.5 cm X 4.5 cm ± 0.2 cm. The touch-and-close (hook-and-loop) textile fastener part (loops) (soft part) shall be sewn in the middle of the opening, at the edge of the flap. The touch-and-close (hook-and-loop) textile fastener part (hooks) (rough part) shall be sewn onto the sleeve.

29. To adjust the width of the sleeve at the bottom, a trapezoidal adjustment tab shall be sewn into the sleeve seam, 0.5 cm \pm 0.2 cm from the bottom of the sleeve. The length of the adjustment tab in the middle shall be 6.5 cm \pm 0.2 cm, the width of the adjustment tab at the sleeve seam shall be 4.0 cm \pm 0.2 cm and at the rear shall be 3.0 \pm 0.2 cm. In the middle of the adjustment tab, on the lower part, 0.5 cm \pm 0.2 cm from the end, a touch-and-close (hook-and-loop) textile fastener part (hooks) (rough part) shall be sewn. The part size shall be 2.5 cm X 4.5 cm \pm 0.2 cm. The part shall be stitched crosswise from corner to corner.

30. A 2.5 cm \pm 0.2 cm wide touch-and-close (hook-and-loop) textile fastener part (loops) (soft part) shall be sewn to the sleeve at a distance of 1.0 cm \pm 0.1 cm from the bottom of the sleeve. The length of the part shall be 20.0 cm \pm 0.2 cm and the distance from the sleeve seam shall be 1.5 cm \pm 0.2 cm. To reinforce the stitching of the band, the part shall be sewn in a zigzag pattern (Figure 1 of the Annex).

31. The basic measurements of all sizes/heights of the shirts (the 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.

III. FEATURES OF PRODUCTION AND TECHNICAL REQUIREMENTS FOR MATERIALS

32. The shirts shall be made of fabric printed with a universal camouflage design (provided by the Buyer) and of monochrome knitted material. The knitted material shall be monochrome, straw-coloured (the colour shall be consistent with the colour of the fabric), double-layered, cross-knitted, combined, interlocked. The knitted material shall have good hygienic characteristics, shall ensure good air and water vapour circulation, shall be resistant to pilling and pulling/snagging of threads. The technical characteristics of the knitted material of the shirts are listed in Table 4.

33. The knitted material shall be produced with proper quality, without textile defects, from yarn of proper quality. The thread/yarn chosen for production of the material (its quality, type, thickness) 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 shall be of uniform thickness and density throughout the 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 knitted material used in the production of shirts shall be soft – a silicone softening or equivalent finishing of the material shall be required.

34. All components of the field uniform shirts shall be cut longitudinally, components made of knitted material and fabric (the warp and weft (the rows and columns) of the knitted material in the product) shall not cross. Paired components shall be uniform, symmetrical. Different hues in components of the same product (cut from the same type of material) shall not be allowed.

35. The components shall be cut from fabric printed with a universal camouflage design patented by the Lithuanian Armed Forces: outer band collar (stand), main components of the sleeve, pockets, pocket trimmings, small pockets, flaps, adjustment tabs for the sleeves, elbow patches, part for the end of the zipper. The hanger tab (in the stitching seam of the collar, in the middle of the back) shall be 1.0 \pm 0.2 cm wide, and may be made of fabric or of knitted material or of a textile strip.

36. Components shall be cut from knitted material: front, back, upper components of the lower part of the sleeve, the inner band collar (stand), the zipper trimmings-edgings.

Table 4

TECHNICAL CHARACTERISTICS OF KNITTED MATERIAL FOR SHIRTS

No.	Indicator, dimension	Indicator value	Testing method
1.	Fibre composition, %	100 % Polyester	specified
2.	Surface density g/m ²	220.0 + 20.0/-10.0	LST EN 12127 or LST ISO 3801, or equivalent
3.	Knitting	combined	LST EN ISO 8388 or equivalent
4.	Change in dimensions after washing and drying (transverse and longitudinal), %	not more than 5.0	LST EN ISO 5077 or equivalent
5.	Colour fastness, grade		
5.1.	– to dry abrasion	≥ 4	LST EN ISO 105-X12,-X16 or equivalent
5.2.	– to wet abrasion	≥ 3	LST EN ISO 105-X12,-X16 or equivalent
5.3.	– to washing at 40°C	≥ 4	LST EN ISO 105-C06 or equivalent
5.4.	– to sweat	≥ 4	LST EN ISO 105-E04 or equivalent
6.	Propensity to fuzzing (fluffing) and surface pilling (after 2,000 revolutions), degree	≥ 4	LST EN ISO 12945-2 or equivalent
7.	Abrasion resistance, 9kPa, revolutions	≥ 30,000	LST EN ISO 12947-2 or equivalent
8.	Colour difference, Δ E _{CMC}	≤ 1.5	LST EN ISO 105-J03 or equivalent

Notes:

- When performing 4. and 5.3. testing, washing and drying procedures in accordance with LST EN ISO 6330 (or equivalent) shall be washing 6N, drying method A. The marking (label) shall specify washing with automatic washing machines (temperature not less than 40 °C) and tumble-drying.
- For indicator 5.3., colour change shall be assessed after 5 washing cycles.
- Indicator 6 shall apply to both sides of the knitwear.
- Indicator 8. “Colour difference” Δ E_{CMC} shall be required during the performance of the Contract and defines the permitted colour deviation from the colour of the agreed working sample (model).

37. The band collar (stand) shall be stiffened with interfacing or equivalent insert, which shall ensure the stability of the collar shape throughout the period of wearing of the product. The interfacing or equivalent inserted material used for reinforcing the components shall be resistant to washing.

38. The fold (hem) at the bottom of the shirts shall be sewn by a two-needle chainstitch (coverstitch) machine, or equivalent capable of ensuring seams of not lower quality and characteristics. The distance between chainstitches (needles) shall be 0.5-0.6 cm. The fold (hem) at the bottom of the shirts shall be 2.5 cm ± 0.2 cm.

39. The fold (hem) at the bottom of the sleeves of the shirts shall be 5.0 cm + 1.0 cm (± 0.3 cm); the fold (hem) of the spatial lower (bellows) pocket and of the edge of the opening of the elbow patch shall be 2.5 cm + 1.0 cm (± 0.3 cm); the fold (hem) of the upper pocket (sewn onto the spatial pocket) and of the edge of the opening of the additional small pocket for a pen shall be

1.0 cm + 1.0 cm (± 0.2 cm); the fold (hem) of the edge of the opening of the lower additional small pocket for pens shall be 2.0 cm + 1.0 cm (± 0.2 cm).

40. All the main connecting seams of the product shall be made with five-thread, two-needle, chainstitch machines, or equivalent capable of ensuring seams of not lower quality and characteristics. When the seam is turned over, the chainstitch shall be invisible. Seam overlap and stitching density shall be chosen so as 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 tidy, securely (properly) fastened and shall not degrade when worn.

41. The cut edge of the trimming-edging of the zipper shall be sewn using a three-thread chainstitch machine, or equivalent capable of ensuring seams of not lower quality and characteristics.

42. The density of the chainstitches of the finishing shall be 4 stitches/cm. The chainstitches shall be 0.5 to 0.6 cm wide: the upper edge of the collar, the edge of the flap, the edge of the adjustment tab of the sleeve, the sleeve seams (from the outer side of the material); the chainstitches shall be 0.1-0.2 cm wide: the lower edge of the collar, around the zipper, the sewing of the components of the touch-and-close (hook-and-loop) textile fastener band, the stitching of the elbow patch, the edge of the opening, the trimmings of the pockets, the inner edges of the folds (hems), the edges of the hanger tab; the chainstitches shall be 0.1-0.2 cm + 0.5-0.6 cm: the upper edge of the flap. The width of the chainstitches shall be uniform (the same) throughout their length and in all products.

43. A round opening (to allow water to escape) shall be sewn at the bottom of the spatial bottom (bellows) pocket (on the trimming at the rear lower corner of the pocket). The outer diameter shall be 0.7 cm \pm 0.1 cm and the inner (opening) diameter shall be 0.5 cm \pm 0.1 cm. The distance from the centre of the round opening to the corner shall be 2.0 cm \pm 0.2 cm and the distance from the bottom shall be 0.5 cm \pm 0.1 cm.

44. Reinforcing zigzag stitches shall be sewn: stitches 1.0 cm \pm 0.1 cm in length – at the ends of the upper opening of the flap of the left arm; stitches 1.5 cm \pm 0.2 cm in length – at the ends of the openings of the patch pockets, at the ends of the opening of the elbow patch, at the bottom of the upper pocket (at the front corner), at the upper ends of the chainstitches of the small pocket for the pen, at the ends of the flap (on the 0.5-0.6 cm chainstitch).

45. A component of the touch-and-close (hook-and-loop) textile fastener part (loop) (soft part) shall be sewn at the bottom of the sleeve in a zigzag (Figure 1 of the Annex). A component of the touch-and-close (hook-and-loop) textile fastener part (hook) (rough part) of the adjustment tab of the sleeve shall be sewn crosswise from corner to corner (for reinforced stitching).

Table 5

TECHNICAL CHARACTERISTICS OF TOUCH-AND-CLOSE (HOOK-AND-LOOP) TEXTILE FASTENERS

No.	Indicator	Unit of measurement	Characteristics	Testing method
1.	Surface density soft side (loops) rough side (hooks)	g/m ²	340 \pm 10 320 \pm 10	LST ISO 3801 or LST EN 12127 or equivalent
2.	Change in dimensions after washing and drying	%	≤ 2	LST EN ISO 5077 or equivalent
3.	Colour fastness to washing (colour change and material staining)	grade	≥ 4	LST EN ISO 105-C06 or equivalent

4.	Colour fastness to dry abrasion to wet abrasion	grade	≥ 4 ≥ 3	LST EN ISO 105-X12 or equivalent
5.	Shear force: initial after 5,000 opening-closing cycles	N/cm	≥ 8 ≥ 4	LST EN 13780 or equivalent
6.	Peel strength: initial after 5,000 opening-closing cycles	N/cm	≥ 1.3 ≥ 0.65	LST EN 13780 or equivalent

Note:

The surface density of the touch-and-close (hook-and-loop) textile fastener (for attachment of insignia) (loops) (soft side) shall be $250 \pm 20 \text{ g/m}^2$.

The surface density of the continuous filling of the soft side (with loops) shall be $\leq 400 \text{ g/m}^2$

46. The technical characteristics of the touch-and-close (hook-and-loop) textile fastener material are listed in Table 5. All components of touch-and-close (hook-and-loop) textile fasteners shall be sewn firmly with 0.1-0.2 cm wide chainstitches in such a way that the two parts (hooks and loops) overlap. The parts of the components of the touch-and-close (hook-and-loop) textile fastener shall overlap each other and shall not form blisters/wrinkles in the product when fastened. All cut edges of touch-and-close (hook-and-loop) textile fasteners shall be trimmed in such a way that they do not degrade. The touch-and-close (hook-and-loop) textile fasteners shall be matched to the colour of the outer fabric. All components of touch-and-close (hook-and-loop) textile fasteners, on the soft side, shall be firmly sewn and chainstitched with a zigzag or two diagonal seams (shown in the sketches of the Annex).

47. The soft sides (loops) of the components of the touch-and-close (hook-and-loop) textile fasteners for attachment of insignia (on pockets and flaps) shall be sewn with softer and smoother material than of components for fastening. The components of insignia shall be sewn with a 0.1-0.2 cm wide chainstitch.

48. The components of touch-and-close (hook-and-loop) textile fasteners shall be sewn in an orderly and firm manner, and their edges shall not degrade; the components shall be fit for purpose (suitable to perform the function) throughout the service life of the product.

49. The colour of the zipper shall match the colour of the knitted material and the length (basic size) shall be $22.0 \pm 0.2 \text{ cm}$. The zipper shall be of a coil (spiral), the width of the zipped track for the zipper teeth shall be 0.3-0.4 cm. The technical characteristics of the zippers are listed in Table 6.

50. Flat textile strips shall be affixed to the zipper heads (pullers) to facilitate the fastening/opening of zippers; $1.0 \pm 0.2 \text{ cm}$ wide. The ends of the strip shall be processed in such a way that the strip shall not degrade. The strip shall be folded in half, the ends of the strip shall be stitched, folded inwards and reinforced with a special stitching machine or equivalent. The length of the sewn strip shall be not less than 5.0 cm.

Table 6

TECHNICAL CHARACTERISTICS OF ZIPPERS

No.	Indicator, dimension	Indicator value	Testing method
1.	Strength of puller attachment to the slider, N	≥ 250	BS 3084, Annex B or equivalent
2.	Strength of top stop, N	≥ 110	BS 3084, Annex D or equivalent
3.	Number of opening-closing cycles without failure, cycles	≥ 500	BS 3084, Annex F or equivalent
4.	Lateral strength of track for the teeth, N	≥ 370	BS 3084, Annex G or equivalent
5.	Strength of the slider locking device, N	≥ 40	BS 3084, Annex I or equivalent

6.	Change in dimensions after washing *, %	$\leq \pm 2$	LST EN ISO 5077 or equivalent
7.	Colour fastness, grade		
7.1.	to washing*	≥ 4	LST EN ISO 105-C06 or equivalent
7.2.	to water	≥ 4	LST EN ISO 105-E01 or equivalent
7.3.	to dry abrasion	≥ 4	LST EN ISO 105-X12,-X16 or equivalent
7.4.	to wet abrasion	≥ 3	LST EN ISO 105-X12,-X16 or equivalent

Notes: Values for indicators 1 to 5 may also be validated by equivalent testing methods used in other countries (such methods shall be specified).

*Washing shall be performed at a temperature of not less than 40 °C.

51. The threads of the sewing shall be reinforced with polyester or equivalent, of not lower quality and characteristics, and shall not fade. The colour of the threads shall match the colour of the outer fabric and the knitted material. The thickness of the thread and the density of stitches shall ensure the strength and quality of the seam or chainstitch, the required strength of the seam, elasticity, and stability of the product during its entire service life.

52. All seams shall be intact (smooth), and shall not irritate the skin when in contact with the skin. Foam-textured polyester thread, or equivalent capable of ensuring that the seams are not of worse quality and characteristics, shall be used for coating the edges of the seams.

53. The production and finishing methods of all materials used in production shall meet the general technological and quality requirements applicable to this category/type of products and shall comply with the requirements listed in this technical specification. All materials and accessories used in production shall be defect-free, of proper quality, shall properly perform their function throughout the service life of the product. The colour of the materials, threads, accessories (zippers, touch-and-close (hook-and-loop) textile fasteners) used in the production of field uniform shirts shall be matched with the straw colour of the outer fabric (the colour of the knitted material).

54. The technological processing of the products and the quality of the seams shall meet the general quality requirements of this category/type of clothing/knitwear for the technological processing of products, seams and materials. The tension of the thread in the seams and chainstitches shall be properly adjusted, the seams and the chainstitches shall not be wrinkled, stretched or relaxed, without transverse or longitudinal pleats, without cuttings, shall not break when stretched, and the stitching density shall be adequate and uniform. The seams and chainstitches shall not be raised inward or outward, shall be straight, without waves, with the required width maintained throughout the length of the seam or chainstitch, and shall not have broken thread, unsewn segments, connections, gaps or repeats in the middle of seams or chainstitches. The edges of the product shall not be crossed. The ends of all seams and chainstitches shall be properly secured and shall not degrade for the entire service life/wearing of the product. The materials to be sewn shall be intact (without cuttings), and shall be clean. The products shall be free of textile defects; well-cleaned: without stains or traces left behind by the production process, without loose ends; shall be properly folded (shall not be wrinkled).

55. If necessary, the design and technological processing characteristics/solutions for the products may be coordinated with the winner of the tender during the performance of the Contract (before the approval of the working sample, after the signing of the Contract; may be slightly adjusted/corrected, provided such adjustment/correction does not impair the characteristics and appearance of the product.

IV. PRODUCT LABELLING, PACKAGING

56. Size marking and product marking shall comply with these requirements and the procedure in force in the Republic of Lithuania.

57. 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 sample is submitted).

58. 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.

59. A textile label shall indicate:

- 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);
- date and number of the Contract;
- index of the batch and lot of the good;
- date of manufacture (year, month);
- symbols for care markings (in accordance with LST EN ISO 3758 or equivalent standard).

60. The labelling shall specify machine washing (at least 40° C) and tumble drying.

61. Each product shall be labelled with a label indicating:

- 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** shall be indicated in bold and enlarged font);
- date and number of the Contract;
- index of the batch and lot;
- date of manufacture (year, month);
- NSN code issued by the Lithuanian Armed Forces.

62. 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.

63. The products shall be folded and packed individually in polyethylene bags.

64. Each product shall be accompanied by instructions for use and maintenance in Lithuanian. The instructions shall be harmonised; they may be attached to the product or placed in a bag.

65. Bags of products shall be packed in cardboard boxes of no more than 10 pieces per box (or in agreed quantities). The weight of a box of products shall not exceed 10 kg. The boxes shall be resistant to long storage and multiple transport. Each box must contain only products of one size and height.

66. 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);
- date and number of the Contract;
- index of the batch and lot;

- 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 SAMPLES

67. The start of production shall be permitted only after the approval of a working sample. Approval of working samples shall be subject to receipt of high-quality products suitable for approval with all the necessary documentation (all issues must be agreed in advance: colour of materials and accessories, labels and their location, instructions for use and maintenance, etc.).

68. The working samples submitted for approval shall meet the requirements specified in the Technical Specification and shall be produced in high quality: without technological processing or defects of used materials, with correct measurements, fully cleaned, ironed, correctly labelled, neatly folded and packaged individually in polyethylene bags. All relevant issues (colour of the base material and accessories, pattern, materials used, processing, sample material card, use-care instructions, labelling, packaging and presentation) must be agreed. Samples must be accompanied by all relevant documentation (listed in clause 69.2.).

69. For the approval of a working sample, the supplier shall provide:

69.1. Two identical products of the base size (as specified in the Technical Specification) (a table of product measures must be provided);

69.2. 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 documents submitted:

69.2.1. 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, etc.);

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

69.2.3. Laboratory testing protocols on materials used in production demonstrating their conformity with the requirements specified in the Technical Specification or confirmation that the materials (or their accessories) used in production comply with the specified requirements. The protocols (or confirmation of the manufacturer of materials (or accessories)) shall be approved by the manufacturer or a laboratory and submitted in the original language with a translation into Lithuanian;

69.2.4. 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).

70. The supplier shall submit a free-form confirmation that the working 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 sample for approval. It is recommended to coordinate the colour of the materials and accessories (threads, etc.) (sample material card) before production of working samples.

VI. ACCEPTANCE OF PRODUCTS

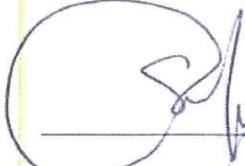
71. Products shall be accepted in accordance with the terms of the Contract, in accordance with the procedure specified by **the Buyer**, in accordance with the working sample agreed and

approved by the Buyer (along with the documentation submitted for approval of the sample).

72. 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 the Goods shall be declared to be defective.

THE BUYER

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

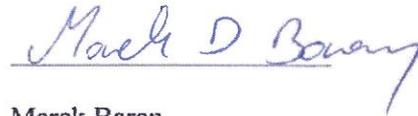


Sigitas Dzekunskas



THE SELLER

**TRAWENA EU spółka z
ograniczoną odpowiedzialnością
Board member**



Marek Baran

Marek Baran

TRAWENA EU SP. Z O.O.

ul. Kazimierza Wielkiego 16
05-120 Legionowo
NIP 5361956923, Regon 389540209

Shirts for the tactical field uniform

Fig. 1. Front view
Fig. 2. Back view

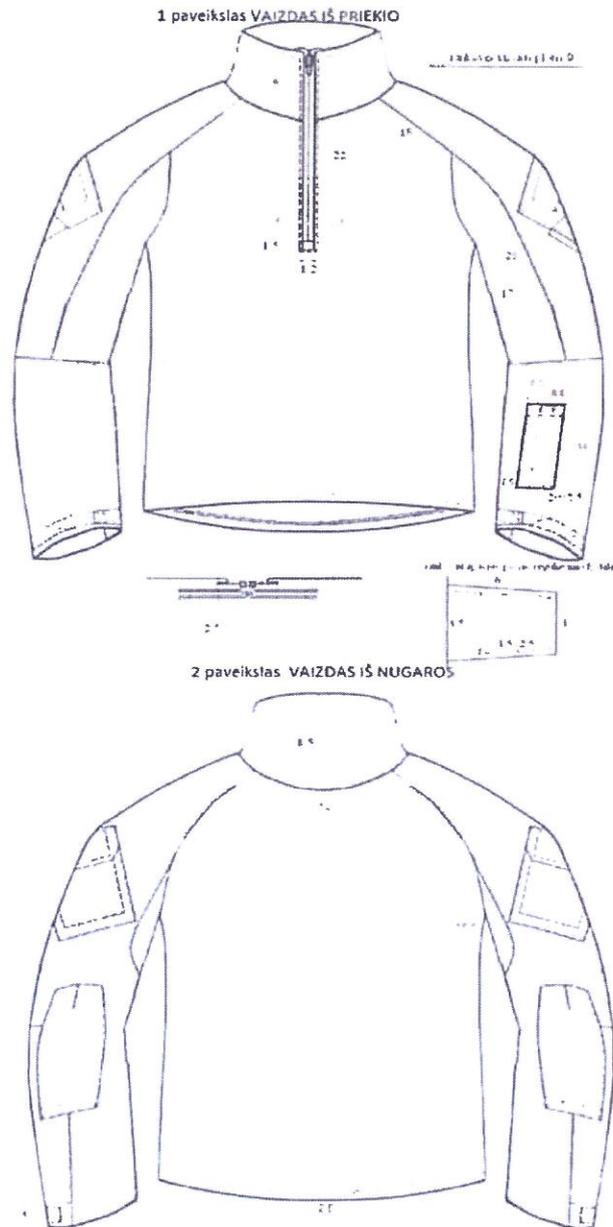


Fig. 3
Pocket

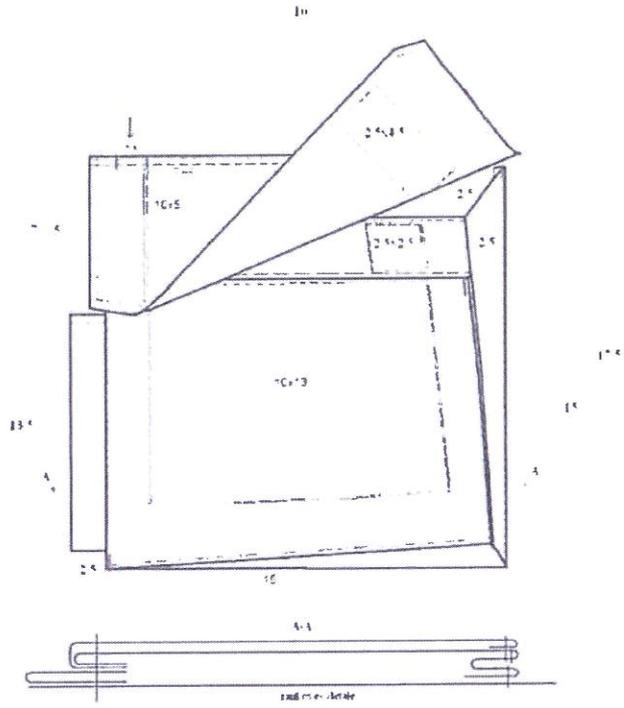
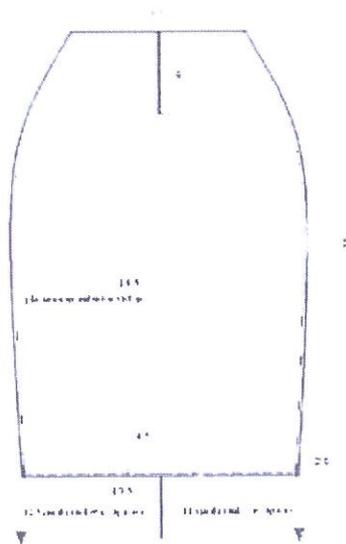


Fig. 4
Elbow patch



ANNEX TO THE PROCUREMENT CONDITIONS 'FORM OF TENDER'

SHIRTS					
To:	Defence Materiel Agency under the Ministry of National Defence				
Date:	30 March 2022				
Place:	Warsaw				
Supplier's name / members of the group of economic entities:	TRAWENA EU spółka z ograniczoną odpowiedzialnością (TRAWENA EU Limited liability company)				
Supplier's code(s):	National Court Register: KRS 0000921260; VAT UE PL5361956923				
Supplier's address(es):	Kazimierza Wielkiego 16, 05-120 Legionowo, Poland				
VAT payer's 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 economic 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, surname of the person responsible for the tender:	Marek Baran – Board member				
Phone number and e-mail of the person responsible for the tender:	+48 504 082 683; mbaran@trawena.com.pl				
Name, surname and position of the supplier / a group of economic entities who signs the contract in case of winning the tender:	Marek Baran – Board member				
Name, surname, phone number and e-mail of the supplier / a group of economic entities responsible for the performance of the contract in case of winning the tender:	Marek Baran – Board member +48 504 082 683; mbaran@trawena.com.pl				

(1) The Supplier / a group of economic entities, (2) the list of economic operators whose capacities are relied upon and (3) if the grounds for exclusion apply to all subcontractors, the list of the members of the collegiate supervisory body (the Board of Supervisors) and/or the members of the collegiate management body (the Board), if any, and/or the person empowered in accordance with the procedure referred to in Article 46(2)(2) of the Law on Public Procurement:	TRAWENA spółka z ograniczoną odpowiedzialnością spółka komandytowa (TRAWENA Limited liability company, partnership company), Trawniki 624 c, 21-044 Trawniki, POLAND; National Court Register: KRS 0000536890; VAT UE PL7123267595
Supplier's confirmations:	
1. By this tender, we certify that we accept all the terms and conditions set out in:	
1.1. public procurement documents	
1.2. other procurement documents (their explanations, supplements).	
2. We hereby certify that information and data provided in the tender are correct and include everything necessary for the proper performance of the contract	
3. We confirm that if the tender does not indicate the members of the collegiate supervisory/management bodies, these bodies are not constituted in the legal entity (applicable where grounds for exclusion are set out in the procurement documents).	
4. The tender is valid until the deadline specified in the procurement documents.	
5. Where VAT is not payable under applicable legislation, the supplier shall state the reasons for not paying VAT:	0% VAT in accordance with Article 3(1a) of Council Directive 2006/112/EC of 28 November 2006
6. The Supplier shall quote prices with no more decimal places than allowed in the procurement documents.	

Supplier's tender:

No.	Name	Manufacturer's name, country of origin	Quantity*	Unit of measurement	Price incl. VAT	Amount including VAT
4.	Shirts for the tactical field uniform					
4.1.	Shirts for the tactical field uniform	Trawena, Poland	54 340	pcs.	21.65	1 176 461,00
					Amount excl. VAT	1 176 461,00