

## PUBLIC SALES AND PURCHASE CONTRACT

29 April 2024 No. DPS-278  
Vilnius

### 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's regulations (hereinafter referred to as the **Buyer**), and LANCO SRL, represented by the Managing Director, Nicolas Abè, acting in accordance with the Company's Articles of Association (hereinafter referred to as the **Seller**), are hereinafter collectively referred to in this Sale and Purchase Contract as the Parties, and each individually as a Party, in accordance with the Public Procurement Law of the Republic of Lithuania and taking into account that the Buyer is entrusted with the task of supplying goods, services and works to the institutions of the National Defence System in accordance with Article 3(3)(2) of the National Defence System Organisation and Military Service Law of the Republic of Lithuania and the Regulations of the Defence Materiel Agency under the Ministry of National Defence of the Republic of Lithuania, as adopted by the Order of the Minister of National Defence of the Republic of Lithuania, pursuant to the terms and conditions of the public procurement contract "Tents and tents - hangars" (Procurement No. 687552), published on 14 September 2023 in the Central Public Procurement Information System (hereinafter referred to as the CVP IS), have entered into the following contract for the procurement of the following goods, hereinafter referred to as the Contract, and have agreed on the following conditions.

#### 1. Object of the Contract

1.1. The **Seller** undertakes to sell to the **Buyer** 3 (*three*) sets of **catering tents-hangars with its equipment** in accordance with the requirements set out in Annex 1 "Technical specification for the catering tent-hangar and its equipment" to the Contract, Annex 2 "Tender" to the Contract, and other requirements specified in the Contract.

1.3. The **Payer** - 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/item rates/pricing rules

2.1. The initial value of the Contract shall be EUR 547 386,00 (five hundred and forty-seven thousand, three hundred and eighty-six thousand, 00 ct) excluding VAT. The prices for 1 (one) unit of the goods are set out in Annex 2 to the Contract. No VAT shall be added as the **Seller** is a company registered in a foreign country.

2.2. The contract is subject to fixed-price pricing. The case for review is set out in clause 2.2 of the General Part of the Contract.

2.3. 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 other costs which may affect the price of the Goods or which may arise in the performance of this Contract. By concluding this Contract, the **Seller** estimates the total volume of the goods and assumes the risk of fluctuations in the amount of the costs.

#### 3. Place, term and conditions of delivery

Deadline for delivery - the goods must be delivered **no later than 10 (ten) months** from the date of entry into force of the contract.

3.2. The place of delivery is the Lithuanian Grand Duke Vytenis Main Support Logistics Battalion of the Lithuanian Armed Forces, Vytauto st. 72, Marijampolė, Republic of Lithuania.

3.3. Terms of delivery - INCOTERMS 2020 DDP.

3.4. The **Seller** undertakes to train, at its own expense, not later than 14 (fourteen) days after delivery of the goods, at least 20 (twenty) of the **Buyer's** personnel in the proper operation, service and maintenance of the goods. To issue the relevant certificates to the trained technicians.

3.5. The **Seller** must provide free of charge operating, service and maintenance instructions in Lithuanian together with the goods.

3.6. During the performance of the Contract, it must be ensured that the **Seller**, its subcontractors, the economic operators whose capacities are relied upon, the manufacturer of the products (including their components) used during the performance of the Contract, or the persons controlling them, are not registered (legal persons) or permanently residing (natural persons) in the countries or territories referred to in the list specified in Article 92 (14) of the Public Procurement Law.

3.7. The **Seller** must ensure that the circumstances referred to in Article 45(2<sup>1</sup>) of the Public Procurement Law do not arise during the conclusion and performance of the Contract. The **Buyer** shall have the right at any time to request the **Seller** to provide the supporting documents referred to in Article 51(11) of the Public Procurement Law that the conditions referred to in Article 45(2<sup>1</sup>) of the Public Procurement Law do not exist. The **Seller** shall provide the documents requested by the **Buyer** within 10 working days of receipt of the request.

#### **4. Payment procedure**

4.1. The **Payer** shall settle with the **Seller** in accordance with the procedure set out in clause 4.1 of the General Part of the Contract.

4.2. For the purposes of the Contract, VAT invoices shall be submitted by means of the "E.sąskaita" (*en.* e-invoice) information system, indicating the **Buyer**, the **Payer**, the **Contract number and the date**. If the **Seller** does not submit the VAT invoice by means of the information system "E.sąskaita", the **Payer** has the right not to make the payment.

4.3. If the **Buyer** chooses, an advance of up to 100% may be paid. In this case, the conditions set out in clauses 4.3 to 4.6 of the General Part of the Contract shall apply.

#### **5. Right of the Buyer to unilaterally terminate the Contract**

5.1. The **Buyer** shall have the right to terminate the 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 10 (ten) working days late in delivering the goods from the deadline set out in clause 3.1 of the Special Part of the Contract;

5.1.2. If the **Seller** fails to provide the **Buyer** with the documents referred to in clause 3.7 of the Special Part of the Contract within the prescribed time limit;

5.1.3. it appears that there is a circumstance which meets at least one of the conditions listed in Article 92(14) or 45(2<sup>1</sup>) of the Public Procurement Law.

5.2. Other cases of unilateral termination of the Contract are set out in clause 9.2 of the General Part of the Contract.

#### **6. Quality of Goods**

6.1. The goods must comply with the requirements set out in the Contract and its Annexes.

6.2. The quality of the Goods shall be assessed upon delivery to the place specified in clause 3.2 of the Specific Part of the Contract. The **Buyer** shall draw up a certificate of acceptance of the Goods after verifying that the Goods comply with the requirements set out in the Contract and its Annexes. In the event of any non-conformity, the Goods shall not be accepted and shall be deemed not to have been delivered, and the **Seller** shall take back the Goods immediately at its own expense. If the **Seller**



fails to immediately collect the Goods, the Seller shall not be entitled to make any claim for loss or damage.

#### 7. Warranty liabilities

7.1. Warranty period for the quality of the goods delivered by the Seller shall not be less than 36 (thirty-six) months.

7.2. The Seller shall comply with the obligations set out in clause 6.3 of the General Part of the Contract within 3 (three) working days.

#### 8. Additional performance security

8.1. The amount to be secured by a bank guarantee or a surety letter from an insurance company shall be EUR 38 317,02 (thirty-eight thousand three hundred and seventeen euros and 02 ct) (*seven (7) per cent of the initial value of the Contract, exclusive of VAT, as specified in clause 2.1 of the special part of the contract*).

8.2. The bank guarantee or letter of guarantee from an insurance company must comply with the requirements set out in subclauses 12.1, 12.2 and 12.3 of the general part of the contract and must be submitted no later than 10 (ten) working days after the signature of the Contract.

#### 9. Other conditions

9.1. The amount of the minimum liquidated damages referred to in subclauses 11.1 and 11.3 of the general part of the contract, as agreed in advance by the Parties, shall be 0.1% of the contract price, excluding VAT, for each day of delay.

9.2. The amount of the minimum liquidated damages agreed in advance by the Parties in clause 11.4 of the general part of the contract shall be EUR 38 317,02 (thirty-eight thousand three hundred and seventeen euros 02 ct) (*seven (7) per cent of the initial value of the Contract, exclusive of VAT, as specified in clause 2.1 of the special part of the contract*).

9.3. The duration of Force Majeure shall be 30 (thirty) days, subject to the conditions set out in clause 9.1.2 of the general part of the contract.

9.4. In the event of termination of the contract in the cases referred to in clauses 5.1.2 and 5.1.3 of the special part, the amount of the minimum damages agreed in advance by the Parties shall be EUR 82,107.90 (eighty-two thousand, one hundred and seven euros, 90 ct) (*15 (fifteen) per cent of the initial value of the Contract, exclusive of VAT, as set out in clause 2.1 of the special part of the contract*).

9.5. The Seller will not use any subcontractor(s) to perform this Contract.

9.6. The Seller undertakes to fulfil the obligations set out in clause 8 of the general part of the contract and to submit a copy of the signed contract and the data necessary for the identification of the purchased Goods in accordance with the forms set out in Annex 3 'Forms of Documents Required for Codification' to the DMA Military Standardisation and National Codification Office, tel.: +370 5 278 5250, e-mail: [ncblt@mil.lt](mailto:ncblt@mil.lt);

9.7. The Seller's representative responsible for the execution and coordination of the Contract and the quality of the delivered goods is [REDACTED]

9.8. The Buyer's representative responsible for the execution of the Contract is [REDACTED]

9.9. Person responsible for the publication of the Contract is [REDACTED]

9.10. Contract annexes:

9.10.1. Annex 1 "Technical specification for the catering tent-hangar and its equipment", 7 pages;



<p>9.10.2. Annex 2 “Tender”, 6 pages;  9.10.3. Annex 3 “Forms of documents required for codification”, 2 pages.</p>
<p><b>10. Validity of the Contract</b>  10.1. The Contract shall remain in force for a period of 12 (twelve) months from the date set out in clause 12.1 of the General Part of the Contract and, in respect of the financial and warranty obligations, until the contractual obligations have been fully fulfilled.  10.2. There is no foreseen extension of the Contract.</p>
<p><b>11. Buyer’s details</b>  <b>Defence Materiel Agency under Minister of National Defence</b>  Code 304740061  VAT payer code LT100011457012  Giedraičių 41-101, LT-09303 Vilnius  Republic of Lithuania  Settlement account LT214040063610000943  Ministry of Finance of the Republic of Lithuania  Financial institution code 40400  SWIFT BIC code: MFRLLT22</p>
<p><b>12. Seller’s details</b>  <b>LANCO SRL</b>  Code – 17541400  VAT payer code – RO17541400  Piata Textilistilor n. 17, TALMACIU (SIBIU), Romania  UniCredit Tiriac Bank, IBAN EUR: RO76 BACX 0000 0008 3106 0320,  SWIFT code: BACXROBU</p>
<p><b>13. Payer’s details</b>  <b>Lithuanian Armed Forces</b>  Code 188732677  VAT payer code LT887326716  Šv. Ignoto st. 8, LT-01144 Vilnius, Lithuania  Republic of Lithuania  Settlement account - LT62 4040 0636 1000 1175  Financial institution: Ministry of Finance of the Republic of Lithuania  SWIFT code- MFRLLT22XXX</p>

**BUYER**

**Defence Materiel Agency under  
Minister of National Defence**  
Director

  
Sigitas Dzekunskas  


**SELLER**

**LANCO SRL**

Managing Director  
  
Nicolas Albe  


# PUBLIC SALES AND PURCHASE CONTRACT

## 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**.

1.1.3. **Payer** – a legal person or a branch of the national defence system that pays for the Goods under the terms and conditions specified in the Contract and in the Special Part of the Contract and signs the Act on the Delivery and Acceptance of Goods (or other document indicated in the Special Part of the Contract) after checking the quantity and the set of the Goods.

1.1.4. **Recipient** – a legal person or a branch of the national defence system specified in the Special Part of the Contract or in the annex to the Contract to which the Goods are delivered (in the cases referred to in the Special Part of the Contract, the Recipient and the Payer may be same entity).

1.1.5. Third party – any natural or legal person (including the state, public authorities, municipality, municipal authorities) other than the Payer or the Recipient which is not a party to this Contract.

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

1.1.7. Object of the Contract – goods and all services related to their sale (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 requirements laid down in the Contract and its annexes.

1.1.8. 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.

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

1.1.10. Consignment – the quantity of Goods delivered simultaneously.

1.1.11. 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.

1.1.12. Batch of materials – a 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 is paid to **the Seller** in accordance with the procedure and time limits established in the Contract. **The Buyer** is liable for **the Seller** for a proper fulfilment of **the Payer's** obligation to pay the price specified in the Contract.

2.2. Contract price/the price of Goods shall be constant and shall 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 whose right of 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.



- 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 Payer** shall acquire the right of ownership to the Goods after **the Seller** and **the Buyer/the Payer** (in the cases provided for in the Contract – **the Recipient**) signs 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). By signing the document confirming the delivery and acceptance of Goods, **the Payer** confirms that the quantity and the set of Goods comply with the requirements of the Contract and its annexes, while **the Buyer** by signing the document confirming the delivery and acceptance of Goods, confirms that the quality of Goods comply with the requirements of the Contract and its annexes. 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 to **the Seller**.
- 3.4. If **the Seller** delivers a consignment of Goods smaller than that specified in the Contract/applications/orders, the Goods shall be deemed not to have been delivered. **The Seller** shall withdraw the Goods at its own expense and, if the delivery time is missed, **the Seller** shall be subject to the penalties provided for in point 11.1 of the General Part of the Contract.
- 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 Payer or the Recipient**, and the document confirming the delivery and acceptance of Goods is signed 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 to **the Payer** 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 before the deadline provided for in this point, at **the Seller's** request (no later than 30 (thirty) days after receipt of the claim), the Seller shall be paid 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 Payer** 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 Payer** 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 Payer**, 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 Payer'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 or the Payer** 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).



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/suitability for use specified in the Special Part of the Contract (or in the annex to the Contract).

6.2. During the term of quality assurance/suitability for use, **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 suitability for use, **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 Payer's** losses (if any).

6.4. **The Payer or the Recipient** shall inform **the Buyer** of any deficiencies of the Goods observed during the term of the quality guarantee. On the basis of information provided by **the Payer or the Recipient**, **the Buyer** shall have the right to claim on the quality of the Goods in writing (by post, e-mail, etc.). The claim may be made during the entire period of quality guarantee.

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 Payer or the Recipient** 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 or services provided 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 Payer** the advance which has been paid by the Payer (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.

#### 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 fixed 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 Payer** 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 fixed 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 Payer** due to the fact that **the Seller** failed to perform or improperly performed the Contract regarding the warranty of the Goods/ the term of suitability for use.

11.3. **The Seller** shall pay **the Buyer** from 0.05 to 0.2% (a fixed 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, the payment of which does not release **the Seller** from the obligation to compensate for any losses incurred by **the Payer** due to the fact that **the Seller** failed to perform or improperly performed its obligations relating to the warranty of the Goods/the term of suitability for use.

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 specific percentage or a fixed 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 Payer** 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 Payer** 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 Payer** 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 Buyer** 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 or phone number) specified in the Contract and its annexes can only be used to identify the Parties, **the Payer** 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, the Payer 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 English in two copies (one for each Party).

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 application 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**, shall 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 are specified in the Special Part of the Contract.

**BUYER**

**Defence Materiel Agency under  
Minister of National Defence**  
Director

Sigitas Džekunskas



**SELLER**

**LANCO SRL**

Managing Director

Nicolas Abè



**TECHNICAL SPECIFICATION  
FOR THE CATERING TENT-HANGAR  
AND ITS EQUIPMENT**

The catering tent - hangar (hereafter referred to as the Tent) and its equipment will be used for outdoor catering of personnel. The Tent and its equipment will be used throughout the seasons in the territory of the Republic of Lithuania.

**1. GENERAL PROVISIONS**

- 1.1. A tent set consists of: the tent set and its equipment (floor, lighting system, electrical wiring, electrical panel and HVAC system).
- 1.2. The tent and its equipment must be suitable for use in the following conditions: dust of 3 g/m<sup>3</sup>, heavy rain of up to 48 mm/h, snow load of at least 75 kg/m<sup>2</sup>, wind gusts of up to 88 km/h, and temperatures between -30° and +40° C.
- 1.3. The tent and its equipment must be of series production (not experimental), new and unused. Brochures of existing products with their technical descriptions must be submitted at the time of the call for tenders.
- 1.4. The outer covering of the tent and the outside equipment shall be a solid green RAL 6003 OLIVE GREEN matt or similar colour.
- 1.5. The tent and its equipment must be suitable for placing on a flat, sandy, uncultivated site and on compacted crushed stone or on a hard (concrete, asphalt) base.
- 1.6. The tent and its equipment must be robust, durable, functional, reusable and easily repaired or replaced.
- 1.7. Once the tent and its equipment have become waste, they must be recycled or made ready for reuse. Documentation to confirm this must be provided at the time of the call for tenders.
- 1.8. The tent and its equipment must be delivered by the seller at the location specified in the contract, and the buyer's personnel (at least 20 persons) must be trained by the seller, at the seller's expense, to operate, service and maintain the tent and equipment correctly, with accompanying certificates.
- 1.9. The tent and its equipment must have operating, service and maintenance instructions in Lithuanian. The documentation shall be supplied in hard copy and on CD.
- 1.10. The supplier shall ensure that, at the time of handover and acceptance, the tent equipment has an adequate power supply and is filled with all operating fluids to test and verify the



functionality and compliance of each element of the tent equipment with the applicable requirements.

## **2. TENT SET**

- 2.1. The tent shall be constructed of individual prefabricated sections, which shall fit tightly together.
- 2.2. Dimensions (internal) shall be 10x35 m ( $\pm 0,5$  m) (width and length).
- 2.3. The height of the side walls (internal) shall be 3 m ( $\pm 0,5$  m).
- 2.4. There shall be no structural elements of the frame and no tent equipment inside the tent from the floor level up to a height of 2,5 m, which shall be located as close as possible to the walls and roof of the tent.

### **2.5. Tent covers**

- 2.5.1. The outer covering shall be made of polyester fabric coated on both sides with PVC or equivalent material. The density of the material (filament density of the material) shall not be less than 1100 dtex. and the weight shall not be less than 750 g/m<sup>2</sup>. It shall also be waterproof, resistant to mould, mildew, fungi, frost, heat, non-flammable, self-extinguishing and resistant to cleaning chemicals. The outer covering of the tent shall also be UV resistant.
- 2.5.2. The connections of the outer covering shall be windproof, moisture proof and precipitation-proof (rain, snow, hail) after the installation of the tent.
- 2.5.3. The inside of the tent shall have a thermal insulation covering to provide an air gap (temperature barrier) to ensure energy efficiency and to protect against condensation. The thermal insulation covering shall be fire resistant and self-extinguishing.
- 2.5.4. The thermal conductivity of the walls of the tent shall not exceed 2,3 W/(m<sup>2</sup> x K).
- 2.5.5. The flooring inside the tent shall be made of a material of at least the same quality as the outer covering of the tent. It shall also be seamless and non-slip and have a tight connection to the walls of the tent.

### **2.6. Tent frame**

- 2.6.1. The prefabricated frame of rigid construction (hereinafter referred to as the frame) supporting the weight of the tents and the loads listed in paragraph 1.2 shall be made of metal, using structural steel with a galvanised surface or other corrosion-resistant light metal alloy.
- 2.6.2. The components of the frame structure shall be corrosion resistant.
- 2.6.3. The frame shall have specific fixing points to allow for the attachment of the external and thermal insulation covering of the tent, the electrical wiring, the lighting, HVAC and air-conditioning system equipment.

### **2.7. Tent door and vestibule**



- 2.7.1. The tent shall be equipped with a solid door in the middle of both rear walls, measuring at least 1,5x2 m (width and height). It shall be of the hinged type, in two parts and have a frame.
- 2.7.2. Doors shall be fitted with mortise locks with external and internal locking. A minimum of 4 (four) sets of keys per door shall be provided.
- 2.7.3. There shall be chambranle around the doors to seal the tent to the porch through one door and to the vestibule through the other.
- 2.7.4. The tent shall include a vestibule of at least 2,5 m in length with an outer covering made of the same material as the outer covering of the tents.
- 2.7.5. One edge of the vestibule shall be sealed to the chambranle around the door of the tent and the other end of the vestibule shall be fitted with a solid door complying with the requirements of clauses 2.7.1. and 2.7.2.
- 2.7.6. The vestibule must have thermal insulation, lighting and flooring.

## **2.8. Tent tambour**

- 2.8.1. The tent shall include a tambour of at least 2,5x2,5 m (width and height), with a length of at least 1,5 m and an outer covering made of the same material as the outer covering of the tents.
- 2.8.2. One edge of the tent shall be sealed by a chambranle around the door of the tent and the other edge shall be sealed to the catering module where the food is prepared and distributed.
- 2.8.3. The enclosure must have thermal insulation, lighting and flooring.

## **2.9. Tent windows**

- 2.9.1. The tent must have at least 7 windows on each side.
- 2.9.2. The windows of the tent must have three layers: a breathable insect net; a transparent film; and a window screen on the outside of the tent (the same material as the tent's outer covering);
- 2.9.3. Window coverings shall close tightly using the manufacturer's fasteners (zippers, velcro stickers, etc.) and shall be able to be rolled up and fixed at the top of the window when opened, or the manufacturer's alternative method of leaving the windows open may be provided.

## **2.10. Tent vents and ducts**

- 2.10.1. Sleeved vents shall be included in the walls of the tent for the passage of pipes (hoses) and electrical cables for heating, ventilation and air-conditioning equipment.
- 2.10.2. The sleeves of the vents must be suitable for tight closure (clamping or tying).
- 2.10.3. The number of sleeved vents shall be equal to the number of pipes (hoses) used by the HVAC equipment and the diameter of the sleeved vents shall be equal to the diameter of the pipes (hoses).
- 2.10.4. The tent shall be equipped with ducts inside the tent designed to distribute the supplied warm/cold air evenly and shall be arranged in such a way as to leave an internal clear height



of at least 2,5 m (from the floor surface). A diagram of their installation shall be submitted at the time of the call for tenders.

### **2.11. Other elements of the tent set**

- 2.11.1. The tent set shall include materials for maintenance and user-level repairs (insulation patches, adhesives) with tools.
- 2.11.2. The tent shall also be accompanied by other elements of the set to ensure its installation and dismantling as well as its anchoring to the ground and its stable position after installation to protect it from gusts of wind.

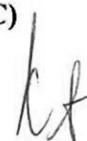
## **3. FLOORS**

- 3.1. The flooring must be prefabricated, slip-resistant, wet-cleanable and smooth (not curved).
- 3.2. The individual elements (panels) must be interlocked to form a stable platform and withstand a static load of at least 500 kg/m<sup>2</sup>.
- 3.3. The floor area must be the same as the area of the bottom of the tent, the vestibule and the porch (no gaps between the walls and the floor). A diagram of the prefabricated floor must be submitted at the time of the call for tenders to confirm this.

## **4. LIGHTING, WIRING AND ELECTRICAL PANEL**

- 4.1. Lighting shall be cost-effective, have switches, and the total artificial lighting (at a height of 1 m from the floor surface) shall not be less than 300 lux.
- 4.2. The lamps shall be wired into a common lighting system and have switch(es). Their model and exact name, quantity and installation diagram shall be submitted at the time of the call for tenders.
- 4.3. The lighting system shall be protected against damage and injury to the lighting system, shall be protected against breakage, shall not cause electromagnetic interference and shall not interfere with other electronic equipment.
- 4.4. The lighting system shall be installed in such a way as to leave an unobstructed internal height of at least 2,5 m (from the floor surface).
- 4.5. The tent shall also be equipped with emergency exit lighting above both doors.
- 4.6. The electrical wiring shall be suitable for 230 V/50 Hz and 400 V/50 Hz (if required for the equipment of the tent) and shall have at least 10 earthed sockets.
- 4.7. The electrical panel must have a connector for the external mains connection and a connector for all the tent's equipment that uses electricity.
- 4.8. The protection class of the lighting, wiring and electrical panel shall not be less than IP67.
- 4.9. The need for lighting lamps must be calculated and documented at the time of the call for tenders.

## **5. HEATING, VENTILATION AND AIR CONDITIONING (HVAC)**



- 5.1. The heating, ventilation and air-conditioning equipment of the tent shall ensure that the temperature inside the tent (at a height of 1 m from the floor surface) shall be maintained at +21°C (±2°C) during the operation under the climatic conditions described in clause 1.2.
  - 5.2. HVAC equipment shall consist of mobile sets. Their models and exact names, quantities and installation diagrams shall be submitted at the time of the invitation to tender.
  - 5.3. Heating, ventilation and air conditioning equipment must be operated outside the tent.
  - 5.4. All heating, ventilation and air conditioning units must be regulated and powered by electricity.
  - 5.5. The HVAC equipment must be complete and ready for use.
  - 5.6. The HVAC set shall include all necessary flexible pipes (hoses) for the supply of hot and cold air to the tent, which shall be isolated (insulated), and fittings to ensure that they are securely connected to the HVAC equipment and to the openings in the tent.
  - 5.7. Heating, ventilation and air-conditioning equipment shall be protected against overheating, ignition and the outward emission of flames, and shall have a protection class not less than IP 44.
  - 5.8. The HVAC kit must include spare parts with tools<sup>1</sup> for maintenance and user-level repairs (warranty period).
  - 5.9. The power requirements for the heating, ventilation and air conditioning equipment and the value of the thermal conductivity coefficient of the tent walls must be calculated and documented during the call for tenders.
- 6. PACKAGING AND MARKING**
- 6.1. The elements of the tent set (excluding the doors and the frame) shall be provided with a packing sheet(s) made of a high-strength polyester fabric coated on both sides with PVC or equivalent material. The packing sheet shall also be - waterproof, cold-proof, heat-proof, flame retardant, self-extinguishing, resistant to cleaning chemicals and have handles suitable for carrying.
  - 6.2. The lamps must be packed in sturdy boxes (plastic or wooden) suitable for the safe transport and storage of the lamps. The boxes shall be firmly fixed to prevent breakage during transport. The boxes shall be appropriately labelled to indicate the requirements for safe transport.
  - 6.3. The elements of the tent set (except the doors and the frame), the lighting lamps, the electrical wiring and the electrical panel shall additionally be placed in a sturdy, reusable metal cage or Pal-Rack suitable for lifting with a forklift truck and suitable for stacking in a stackable manner, with a stacking capacity of at least two storeys.
  - 6.4. The tent door must be placed in a sturdy, reusable metal frame suitable for lifting with a forklift.

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<sup>1</sup> One set of spare parts and tools for maintenance and repair must be provided for the entire HVAC equipment of the tent.



- 6.5. The frame of the tent shall be stacked on sturdy reusable metal Pal-Rack pallets suitable for lifting by forklift truck and suitable for storage by stacking them at least two high.
- 6.6. Flooring and HVAC equipment must be packed in sturdy reusable boxes (plastic or wooden) or other reusable packaging that protects against dust and precipitation as well as sun exposure. Packages shall be suitable for lifting by forklift truck and shall be suitable for storage by stacking them of at least two storeys.
- 6.7. Packaging must guarantee that the products contained in it will be safe and will not be damaged during storage, transport or loading and unloading. Wooden packaging must be made of materials resistant to moisture.
- 6.8. Packages must be numbered and have descriptions indicating which material goods are contained in the packages, and the different elements of the tent set and its furnishings must be marked and labelled.
- 6.9. The labels of the different elements of the tent set and its equipment must contain the following information: name, manufacturer, serial number, date of manufacture and other relevant information describing the specific product.
- 6.10. The marking of the packages and the items contained therein shall be consistent with the marking in the documentation for the tent and its equipment.
- 6.11. Photographs or diagrams of the packaging with a detailed description of the packaging must be submitted at the time of the call for tenders.

## **7. CERTIFICATION OF MATERIALS AND EQUIPMENT**

- 7.1. The materials used for the manufacture of the tent's coverings and frame structure shall be certified and shall be accompanied by quality certificates or declarations issued by an independent laboratory or by the manufacturer attesting to their origin, that is, the manufacturer and the quality.
- 7.2. The equipment in the tent, such as the flooring, the lighting system and electrical wiring, the electrical panel, the heating, ventilation and air conditioning elements, shall be accompanied by quality certificates or declarations issued by an independent laboratory or by the manufacturer attesting to their origin, that is, the manufacturer and the quality. In addition, the equipment of the tent shall be manufactured in accordance with EU requirements and shall bear the CE marking or equivalent.
- 7.3. Copies of the certificates and declarations of the materials and equipment used to make the tent must be in English or Lithuanian and submitted with the rest of the tender documentation.

## **8. WARRANTY**

- 8.1. The warranty period for the tent and its equipment must be at least 3 years from the date of signature of the handover and acceptance certificate.



8.2. The supplier shall carry out, at its own expense, warranty repairs to the tent and its equipment during the warranty period, including the costs of transport associated with the warranty repairs.

**BUYER**

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

  
~~Stigmas Dzekemskas~~



**SELLER**

**LANCO SRL**

**Managing Director**

  
Nicolas A. ...



**TENDER**

No.	Product name	Quantity	Measurement unit	Price (excl. VAT), EUR
1	2	3	4	5
<b>1.</b>	<b>Catering tent-hangar and this equipment:</b>			
1.1.	Tent-hangar (without equipment)	1	set	117 392,00
1.2.	Tent-hangar floor	1	set	12 202,00
1.3.	Tent-hangar lighting system	1	set	9 305,00
1.4.	Tent-hangar heating, ventilation and air conditioning system	1	set	43 563,00
<b>2.</b>	<b>Price of 1 (one) set of catering tent-hangar and its equipment</b> <i>(sum of all prices in columns 5 and 6)</i>			182 462,00
<b>3.</b>	<b>Total price of the offer for 3 (three) sets of catering tents and their equipment</b> <i>(the price of 1 (one) set as indicated in row 2 (columns 5 and 6) multiplied by 3 sets)</i>			547 386,00

No.	Product name	Product manufacturer	Required technical characteristics of goods	Specific values for the product indicators offered by the supplier**
1.	Catering tent (without equipment)	LANCO SRL.	The outer covering of the tent-hangar shall be RAL 6003 OLIVE GREEN matt green or a similar colour.	<i>RAL 6003 OLIVE GREEN matt</i>
			The tent-hangar shall be constructed of individual prefabricated sections, which shall be tightly joined together.	<i>YES</i>
			The dimensions of the tent-hangar (internal) shall be 10x35m (±0,5 m) (width and length).	<i>10.13x34.8m</i>
			The height (internal) of the side walls of the tent-hangar shall not be less than 3 m (±0,5 m).	<i>2.7m</i>
			There shall be no structural elements of the frame and no tent equipment inside the tent-hangar up to a height of 2,5 m from the floor surface and shall be located as close as possible to the walls and roof of the tent	<i>There will be no structural elements of the frame and no tent equipment inside the tent-hangar up to a height of 2.5 m from the floor surface and it will be located as close as possible to the tent walls and roof</i>

		The outer covering of the tent-hangar shall be made of polyester fabric coated on both sides with PVC or equivalent material.	<i>Outer covering made of polyester fabric coated on both sides with PVC</i>
		The density of the material (filament density of the material) shall not be less than 1100 dtex.	1100 dtex.
		The weight of the material shall not be less than 750 g/m <sup>2</sup>	750 g/m <sup>2</sup>
		The material shall be watertight, mould, fungus, cold, heat, non-flammable, self-extinguishing and resistant to cleaning chemicals.	YES
		The outer covering of the tent-hangar shall be UV-resistant.	YES
		The joints in the outer covering of the tent-hangar shall be impermeable to wind, moisture and precipitation (rain, snow, hail) after the tent-hangar is erected.	YES
		The inside of the tent-hangar shall have a thermal insulation covering to form an air gap (temperature barrier) to ensure energy efficiency and to protect against condensation. The thermal insulation covering shall also be fire-resistant and self-extinguishing	YES
		The thermal conductivity of the walls of the tent-hangar shall not exceed 2,3 W/(m <sup>2</sup> x K).	1.4 h / ω <sup>2</sup> ε.
		The prefabricated rigid frame of the tent-hangar shall be made of metal, using structural steel with a galvanised surface, or other corrosion-resistant light metal alloy	<i>The tent-hangar has a prefabricated frame of robust construction made of corrosion-resistant aluminium alloy. Individual parts in galvanised steel.</i>
		The structural components of the tent-hangar frame shall be corrosion resistant.	YES
		The tent-hangar shall be fitted with a solid door in the middle of both rear walls of the tent-hangar measuring at least 1,5x2 m (width and height).	A solid door of 1,5x2 m (width and height) will be installed in the middle of the two back walls of the tent-hangar.
		The solid door of the tent-hangar shall be of the hinged type, in two parts and have a frame.	YES
		The walls of the tent-hangar shall have a vestibule of at least 2,5 m in length with an outer covering made of the same material as the outer covering of the tent-hangar.	<i>The walls of the tent-hangar will have a porch of at least 2,5 m in length and an outer covering made of the same material as the outer covering of the tent-hangar.</i>

			The tent-hangar shall include a vestibule of not less than 2,5 × 2,5 m (width and height), with a length of not less than 1,5 m and an outer covering of the same material as the outer covering of the tent-hangar.	<i>The tent-hangar set will include a 2,5x2,66 m (width and height) vestibule of 2,5 m in length with an outer covering made of the same material as the outer covering of the tent-hangar.</i>
			The tent-hangar must have at least 7 windows on each side	<i>The tent-hangar will be equipped with 7 windows on each side</i>
			The windows of the tent-hangar must have three layers: a breathable insect screen; a transparent film; and a window screen on the outside of the tent (the same material as the tent's outer covering)	YES
			Sleeved openings shall be provided in the walls of the tent-hangar for the passage of pipes (hoses) and electrical cables for heating, ventilation and air conditioning equipment.	YES
			The number of sleeved openings in the tent-hangar shall be equal to the number of pipes (hoses) used by the HVAC equipment and the diameter of the sleeved openings shall be equal to the diameter of the pipes (hoses)	YES
			The interior of the tent-hangar shall be provided with ducts designed to distribute the supplied warm/cold air evenly and shall be arranged in such a way as to leave an internal clear height of not less than 2,5 m (from the floor surface).	<i>There shall be ducts inside the tent-hangar to distribute the supplied warm/cold air evenly and shall be arranged in such a way as to leave an internal clear height of at least 2,5 m (from the floor surface).</i>
2.	Catering tent-hangar floors	Replast	shall be assembled from individual elements (panels)	YES
			shall be non-slip, suitable for wet cleaning and smooth (not wavy)	YES
			the individual elements (panels) must be interlocked to form a stable platform and support a static load of at least 500 kg/m <sup>2</sup> .	<i>the individual elements (panels) are fixed together to form a stable platform and withstand a static load of 250 t/m<sup>2</sup>.</i>
			The floor area shall be the same as the floor area of the tent-hangar, the tambour and the vestibule (there shall be no gaps between the walls and the floor).	YES
3.	Lighting system in the catering tent-hangar	LANCO SRL.	The total artificial lighting (at a height of 1 m from the floor surface) shall not be less than 300 lux.	≥ 300 lux
			The lamps shall be wired into a common lighting system and have switch(es).	YES
			The lighting system shall be protected against damage and injury to the lighting system, shall be protected against breakage, shall not cause	YES

			electromagnetic interference and shall not interfere with other electronic equipment.	
			The lighting system shall be installed in such a way as to leave an internal clear height of not less than 2,5 m (from the floor surface)	<i>The lighting system will be installed in such a way as to leave an internal clear height of at least 2.5 m (from the floor surface)</i>
			The tent-hangar shall also be equipped with emergency exit lighting above both doors.	YES
			The electrical installation shall be suitable for 230 V/50 Hz and 400 V/50 Hz (if required for the tent-hangar equipment) and have at least 10 earthed sockets	<i>The electrical installation will be suitable for 230 V/50 Hz and 400 V/50 Hz supply and will have 10 earthed sockets</i>
			The electrical panel shall have a connector for the external mains connection and a connector for the connection of all the equipment of the tent-hangar that uses electricity	YES
			The protection class of the lighting, wiring and electrical panel shall not be less than IP67.	IP67
4.	Catering tents-hangar HVAC system*	Dantherm Group	the heating, ventilation and air-conditioning equipment shall ensure that the temperature inside the tent-hangar (within 1 m of the floor surface) is maintained at +15°C (cold period) and +25°C (hot period) during operation of the tent-hangar in the following conditions: dust of 3 g/m <sup>3</sup> , intense rain of up to 48 mm/h <sup>2</sup> , a snow load of at least 75 kg/m <sup>2</sup> , a wind of up to 88 km/h, and an ambient air temperature of between -30° and +40° C.	<i>the heating, ventilation and air-conditioning equipment will ensure that the temperature inside the tent-hangar (within 1 m of the floor surface) will be maintained at +15°C (cold period) and +25°C (hot period) during operation of the tent-hangar in the following conditions: dust of 3 g/m<sup>3</sup>, intense rain of up to 48 mm/h<sup>2</sup>, snow load of 75 kg/m<sup>2</sup>, wind gusts of up to 88 km/h, and an ambient air temperature of between -30° and +40° C.</i>
			Heating, ventilation and air-conditioning equipment shall consist of movable units.	YES
			The heating, ventilation and air-conditioning equipment must be operated outside the tent-hangar.	YES
			The exterior of the equipment shall be in RAL 6003 OLIVE GREEN matt monochrome green or a similar colour.	RAL 6031
			All heating, ventilation and air conditioning units must be regulated and powered by electricity.	YES

			The HVAC set shall include all the necessary flexible pipes (hoses) for the supply of hot and cold air to the tent-hangar, which shall be isolated (insulated), and fittings to ensure a reliable connection to the HVAC equipment and to the openings of the tent-hangar.	YES
			Heating, ventilation and air-conditioning equipment shall have an equipment protection rating of not less than IP 44.	IPX5
5.	Packing and marking of the catering tent-hangar and its equipment	LANCO SRL.	The elements of the tent-hangar set (excluding the doors and the frame) shall be provided with a packing sheet(s), which shall be made of a high-strength polyester fabric coated on both sides with PVC or equivalent material.	<i>The elements of the tent-hangar set (except the doors and the frame) will have a packing sheet(s) made of high-strength polyester fabric, coated on both sides with PVC.</i>
			The tent-hangar packing/transport canopy shall also be - waterproof, cold-proof, heat-proof, flame retardant, self-extinguishing, resistant to cleaning chemicals, and have carrying handles	YES
			The lamps must be packed in sturdy boxes (plastic or wooden) suitable for the safe transport and storage of the lamps. The boxes shall be firmly fixed to prevent breakage during transport. The boxes shall be appropriately labelled to indicate the requirements for safe transport.	YES
			The elements of the tent-hangar set (excluding the doors and frame), the lighting lamps, the electrical wiring and the electrical panel shall be additionally contained in a sturdy reusable metal cage or Pal-Rack suitable for lifting with a forklift truck and suitable for stacking in a stackable manner at least two high.	YES
			The doors of the tent-hangar shall be enclosed in a sturdy, reusable metal frame suitable for lifting by forklift truck.	YES
			The frame of the tent-hangar shall be stacked on sturdy reusable metal Pal-Rack pallets suitable for lifting by forklift truck and suitable for storage by stacking them at least two high.	YES
			Flooring and HVAC equipment must be packed in sturdy reusable boxes (plastic or wooden) or other reusable packaging that protects against dust and precipitation and sun exposure. Packages shall be suitable for lifting by forklift truck and shall be suitable for storage by stacking them at least two high.	YES
6.	Warranty on the tent-	LANCO SRL.	The warranty must be at least 3 years.	LANCO warrants that the goods delivered under the contract will be new, free from

hangar and its equipment		<p><i>manufacturing defects and fit for their intended use. For all faults occurring during the use of the system, LANCO's guarantee shall cover a period of 36 months from final acceptance, except in cases of natural wear and tear.</i></p> <p><i>The warranty does not cover goods damaged due to misuse, neglect or improper care and servicing as specified in the user manual of the equipment.</i></p>
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**BUYER**

Defence Materiel Agency under  
Minister of National Defence  
Director




Sigitas Dzekunskas

**SELLER**

LANCO SRL

Managing Director




Nicolas Abé

**FORMS OF DOCUMENTS REQUIRED FOR CODIFICATION (EXAMPLE OF FILLING)**

**List of tangible assets to be codified**

The submitter of the list and date  
Purchase contract number:  
Date of contract signing:

Documents added:

Line No.	Supplier	NCAGE	Actual manufacturer	NCAGE	Factory number or other identification code	NSN code (if known)	Name	Price
1	2	3	4	5	6	7	8	9

**Instructions for completing the list of tangible assets to be codified**

- The submitter of the list and date - enter the listing providing service and the date of completion of this list.*
- The date and number of signing the contract - enter the date and number of the contract, in which a part of codification is included.*
- Added documents - specify what documents (or electronic files) are attached (descriptions, drawings, etc.), the number of pages of documents.*
- 2 - Specify the supplier (seller) of tangible assets.*
- 3 - If known, enter the supplier's / seller's NCAGE code.*
- 4 - If the supplier (seller) is not the actual producer of the tangible assets, please indicate the actual manufacturer.*
- 5 - If known, enter the actual manufacturer's NCAGE code.*
- 6 - Indicate the actual manufacturer's provided number (article) or other number identifying the tangible asset, provided by the manufacturer.*
- 7 - This graph is filled in if foreign tangible assets are purchased and the NSN code is known.*
- 8 - Indicate the name of the tangible asset proposed by the manufacturer.*
- 9 - Specify the price of the tangible property.*

**Information about the manufacturer or supplier**

Line No.	NCAGE	Name	Address	Phone No.	Fax No.	E-mail	Company code	Supplier	Manufacturer
1	2	3	4	5	6	7	8	9	10




**Instructions for filling in the "Information about the manufacturer or supplier" form**

- 2\* - Enter the NCAGE code (if provided and known) of the supplier (seller) or manufacturer.
- 3 - Specify the exact name of the supplier (seller) or manufacturer.
- 4 - Specify the exact address of the supplier (seller) or manufacturer (including postcode).
- 5 - Enter the telephone number of the supplier (seller) or manufacturer (city code required).
- 6 - Enter the fax number of the supplier (seller) or manufacturer (city code required).
- 7\* - Enter the E-mail address of the supplier or manufacturer.
- 8 - Enter the company code of the supplier or manufacturer.
- 9, 10 - Mark the appropriate option with (X) (i.e. whether the supplier (seller) is the actual producer of tangible goods or merely distributes the products of other manufacturers).

**\* Fields marked with an asterisk are optional. Other fields not marked with an asterisk are required.**

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**Defence Materiel Agency under  
Minister of National Defence  
Director**

  
Sigitas Dzekunskas

  
LIETUVOS RESPUBLIKA  
Gynybos resursų  
agentūra prie  
Krašto apsaugos  
ministerijos  
VILNIUS

**SELLER**

**LANCO SRL**

**Managing Director**  
  
Nicolas Abbe

  
SIBIU - ROMANIA  
J32/659/2005