

# ELEKTRINIO LAIVO PIRKIMO–PARDAVIMO SUTARTIS NR. \_\_\_\_\_

2025 m. \_\_\_\_\_ d.

Kaunas

Akcinė bendrovė vidaus vandens kelių direkcija, atstovaujama generalinio direktoriaus Vladimiro Vinokurovo, veikiančio pagal įmonės įstatus, (toliau – Pirkėjas)

ir

Kotug Push -it BV, įmonės kodas 80094821, atstovaujama komercijos vadovo O.Munir, veikiančio (-ios) pagal juridinio asmens įstatus, (toliau – Pardavėjas), toliau kartu vadinamos Šalimis, sudarė šią elektrinio laivo pirkimo–pardavimo sutartį (toliau – Sutartis).

## 1. SUTARTIES OBJEKTAS

1.1. Sutarties objektas yra elektrinio laivo (stūmiko) pirkimas.

1.2. Sutartimi Pardavėjas įsipareigoja suprojektuoti, pastatyti ir Sutartyje nustatytais terminais pristatyti Pirkėjui elektrinį laivą (stūmiką) (toliau – Prekė arba Laivas), o Pirkėjas įsipareigoja priimti Sutarties sąlygas atitinkantį Laivą ir sumokėti už jį Sutartyje numatyta tvarka ir terminais.

1.3. Laivas turi būti Pardavėjo suprojektuotas, pastatytas, sukomplektuotas ir pristatytas Pirkėjui pagal techninės specifikacijos (1 priedas) reikalavimus ir Pardavėjo pasiūlymą (2 priedas) pirkimui, kuriam pasibaigus sudaryta Sutartis (toliau – pasiūlymas).

1.4. Laivas turi būti pristatytas į Pirkėjo nurodytą vietą Kauno žiemos uoste adresu.

## 2. SUTARTIES GALIOJIMAS, VYKDYMO PRADŽIA, TRUKMĖ IR TERMINAI

2.1. Sutartis įsigalioja ją pasirašius abiem Šalims ir Pardavėjui pateikus Sutarties sąlygas atitinkantį Sutarties vykdymo užtikrinimą. Sutartis galioja iki visiško sutartinių įsipareigojimų įvykdymo, bet ne ilgiau nei 3 metų.

2.2. Laivas turi būti suprojektuotas, pastatytas ir pristatytas Pirkėjui iki 2026 m, birželio 30 d. (toliau – Laivo pristatymo terminas). Laivo pristatymo terminas rašytiniu Šalių susitarimu gali būti pratęstas ne ilgesniam kaip 10 mėnesių terminui, dėl objektyvių aplinkybių vadovaujantis Lietuvos Respublikos pirkimų atliekamų vandentvarkos, energetikos, transporto ar pašto srities perkančiųjų subjektų įstatyme nustatytais pagrindais.

2.3. Laivo projektavimo, statybos, pristatymo ir perdavimo terminai ir eiliškumas nustatomi Sutartyje nustatytus terminus atitinkančiame ir joje nustatyta tvarka su Pirkėju suderintame kalendoriniame Laivo statybos grafike, apimančiame etapus nuo projektavimo iki Laivo perdavimo Pirkėjui (toliau – Grafikas).

2.4. Sutarties vykdymo metu paaiškėjus Sutarties 2.5 punkte nurodytoms aplinkybėms, taip pat kitoms, Sutartyje nenumatytoms aplinkybėms, dėl kurių Pardavėjas negali laiku įvykdyti Sutarties ir kurių Pardavėjas pagrįstai negalėjo numatyti, Laivo pristatymo terminas Šalių susitarimu gali būti pratęstas tiek, kiek truko aplinkybės, trukdančios Laivą pristatyti laiku. Prašymas pratęsti Laivo pristatymo terminą kartu su visais prašymą pagrindžiančiais dokumentais privalo būti pateiktas Pirkėjui iki prašomo pratęsti Laivo pristatymo termino pabaigos.

2.5. Pardavėjas turi teisę kreiptis į Pirkėją dėl Laivo pristatymo termino pratęsimo, jeigu:

2.5.1. Pirkėjas nevykdo ir (ar) netinkamai vykdo Sutartimi jam nustatytus įsipareigojimus.

2.6. Sutartis nustoja galioti, jeigu ji yra tinkamai įvykdyta, jeigu ji nutraukiama įstatymų ar Sutartyje nustatytais atvejais, taip pat esant atitinkamam teismo sprendimui ir kitais įstatymų ir Sutarties numatytais atvejais.

### 3. KAINA (KAINODAROS TAISYKLĖS) IR MOKĖJIMO SĄLYGOS

3.1. Sutarties kainai nustatyti taikoma fiksuotos kainos kainodara (Laivo įsigijimui);

3.2. Sutarties maksimali vertė:

Sutarties kaina be PVM	6.995.000,00 Eur (šeši milijonai devyni šimtai devyniasdešimt penki tūkstančiai,00 ct)
PVM (0 %)	0,00 Eur
Sutarties kaina (Sutarties kainos be PVM ir PVM suma)	6.995.000,00 Eur (šeši milijonai devyni šimtai devyniasdešimt penki tūkstančiai,00 ct)

3.3. Pradinės Sutarties vertė lygi Sutarties sudarymo metu nurodytai Sutarties kainai be PVM, t. y. 6.995.000,00 Eur (šeši milijonai devyni šimtai devyniasdešimt penki tūkstančiai,00 ct). Pradinės sutarties vertė nekinta per visą Sutarties vykdymo laikotarpį, išskyrus tuos atvejus, kai Sutarties kaina ir pradinės sutarties vertė peržiūrima dėl kainų lygio pokyčio. Šioje Sutartyje Pradinės Sutarties vertė yra lygi Pardavėjo pasiūlymo kainai be PVM, nurodytai už visą pirkimo dokumentuose ir Sutartyje nurodytą Prekės kiekį ir (ar) apimtį.

3.4. Į Sutarties kainą įskaičiuota Laivo kaina, visi mokesčiai, medžiagų ir įrangos kaina, transporto, draudimo išlaidos, garantinės priežiūros išlaidos, personalo apmokymo (3 žmonių 5 dienų mokymai be transporto ir apgyvendinimo išlaidų) ir instruktavimo išlaidos (laivų statykloje), išlaidos, susijusios su visais Laivo bandymais, techniniais Pirkėjo, Pardavėjo ar klasifikacinės bendrovės patvirtinimais ir (ar) patikrinimais Laivo statybos metu, techninėmis apžiūromis iki pristatymo dienos, pristatymu ir perdavimu Pirkėjui, dokumentų, kurių reikalauja Pirkėjas, rengimo ir pateikimo (3 priedas), kitos su Laivo projektavimu, statyba, techniniu tikrinimu ir bandymais ir pristatymu bei perdavimu susijusios Pardavėjo tiesioginės ir netiesioginės išlaidos. Pasirašydamas Sutartį Pardavėjas pareiškia, kad jis gerai išanalizavo pirkimo dokumentuose ir Sutartyje pateiktą techninę specifikaciją bei sąlygas, numatė ir įvertino visą Laivo projektavimo, statybos ir pristatymo užduoties apimtį.

3.5. Sutarties kaina nekeičiama per visą Sutarties galiojimo laikotarpį, išskyrus Sutartyje numatytus kainos peržiūros dėl pasikeitusių mokesčių ir kainų lygio pokyčių bei keitimo dėl atsisakomų ar papildomai įsigyjamų prekių atvejus:

3.5.1. **dėl pasikeitusių mokesčių** – Sutarties galiojimo metu pasikeitus Prekei taikomam Pridėtinės vertės mokesčiui (PVM), darančiam tiesioginę įtaką Pardavėjo tiekiamos Prekės Sutartyje nurodytai kainai, Sutarčiai bus taikomas pakeistas PVM tarifas. Perskaičiuojama neapmokėta Sutarties kainos dalis ir perskaičiavimas įforminamas susitarimu po Lietuvos Respublikos pridėtinės vertės mokesčio įstatymo, kuriuo keičiasi PVM tarifas, įsigaliojimo dienos, kuris tampa neatskiriama Sutarties dalimi. Perskaičiuota kaina turi būti taikoma nuo naujo PVM įvedimo datos (nepriklausomai nuo to, kada pasirašytas susitarimas). Perskaičiuota Sutarties kaina bus lygi sumai, gautai prie Sutartyje nurodytos Sutarties kainos be PVM pridėjus PVM, apskaičiuotą pagal naujai patvirtintą PVM tarifą (įvertinus apmokėtą ir likusią mokėti Sutarties kainos dalį, kuriai taikomas kainos perskaičiavimas), nebent priimti teisės aktai numatyti kitaip. Sutarties kaina peržiūrima Prekei, jei jos tiekimo ir apmokėjimo už Prekę terminas pagal Sutartį sueina po atitinkamo teisės akto įsigaliojimo. Sutarties kaina be PVM dėl PVM keitimo perskaičiuojant nebus keičiama, nebent priimti teisės aktai numatyti kitaip;

3.5.2. **dėl kainų lygio pokyčio**, jei Prekės tiekimo terminas, įskaitant Sutartyje numatytus pratęsimus, yra 6 (šeši) mėnesiai ar ilgesnis, Sutarties kaina gali būti perskaičiuojama suinteresuotos Šalies iniciatyva ir jos pateiktų dokumentų pagrindu dėl Valstybės duomenų agentūros viešai Oficialiosios statistikos portale paskelbto *Gamintojų parduotos pramonės produkcijos kainų indekso – Kitų transporto priemonių ir įrangos gamyba* (toliau – Indeksas) pokyčio, jei šis Indeksas pakinta daugiau kaip 5 (penkiais) procentais. Sutarties kaina perskaičiuojama nustatyta tvarka:

3.5.2.1. Peržiūros momentas yra Šalies prašymo kitai Šaliai peržiūrėti Sutarties kainą gavimo diena.

3.5.2.2. Pirmoji Sutarties kainos peržiūra gali būti atliekama ne anksčiau kaip po 6 (šešių) mėnesių nuo Sutarties įsigaliojimo dienos, po to Sutarties kaina gali būti peržiūrima ne rečiau kaip kas 6 (šeši) mėnesiai nuo susitarimo dėl paskutinio perskaičiavimo pagal šį Sutarties punktą įsigaliojimo dienos.

3.5.2.3. Perskaičiuojama tik tai Sutarties daliai, kuri nėra išpirkta, t. y., Pirkėjui neperduotos ir neapmokėtos Prekės Sutarties kainos dalis, iš jos atėmus iki Sutarties kainos perskaičiavimo Pardavėjui išmokėto avanso dydžius. Vėlesnė Sutarties kainos peržiūra negali apimti laikotarpio, už kurį jau buvo atlikta peržiūra.

3.5.2.4. Tais atvejais, kai dėl papildomų prekių Šalių susitarimu yra pakeista bendra Sutarties kaina, neperskaičiuojama ta Pirkėjui neperduotos Prekės Sutarties kainos dalis, dėl kurios buvo susitarta mažiau nei prieš 6 (šešis) mėnesius iki peržiūros momento, jei tokia papildomų prekių kaina buvo apskaičiuota taikant kitą, nei Sutartyje nurodyta Prekės kainą (Sutarties kainos dalį).

3.5.2.5. Sutarties kaina perskaičiuojama pagal Sutartį Pirkėjui neperduotos ir neapmokėtos Prekės kainą padauginant iš Indekso pokyčio koeficiento, kuris apskaičiuojamas pagal formulę:

$$K = I_{pb} / I_{pr}$$

*Kur:*

*K – Indekso pokyčio koeficientas;*

*I<sub>pb</sub> – Indekso reikšmė peržiūros laikotarpio pabaigoje (prašymo peržiūrėti Sutarties kainą pateikimo kitai Šaliai dienos mėnesį);*

*I<sub>pr</sub> – Indekso reikšmė peržiūros laikotarpio pradžioje; pirmojo perskaičiavimo atveju laikotarpio pradžia (mėnuo) yra Sutarties įsigaliojimo dienos mėnuo. Antrojo ir vėlesnių perskaičiavimų atveju laikotarpio pradžia (mėnuo) yra paskutinio perskaičiavimo metu naudotos paskelbto atitinkamo Indekso reikšmės mėnuo.*

3.5.2.6. Indekso koeficiento skaičiavimams Indeksų reikšmės imamos 4 (keturių) skaitmenų po kablelio tikslumu, o gauta Indekso koeficiento reikšmė suapvalinama iki 2 (dviejų) skaičių po kablelio tikslumu paskutinį skaitmenį padidinant vienetu, jeigu pirmas po jo esantis skaitmuo yra nuo 5 iki 9.

3.5.2.7. Jei gautas Indekso koeficientas (K) yra didesnis kaip 1,05 (vienas ir penkios šimtosios), peržiūrima Sutarties kainos dalis didinama dauginant ją iš gauto koeficiento, o jei gautas koeficientas yra mažesnis kaip 0,95 (devyniasdešimt penkios šimtosios), peržiūrima Sutarties kainos dalis yra mažinama dauginant ją iš gauto koeficiento.

3.5.2.8. Prašymą perskaičiuoti Prekės kainą gavusios Šalies sprendimas dėl Prekės kainos perskaičiavimo (sutikimas perskaičiuoti Prekės kainą arba atsisakymas ją perskaičiuoti) privalo būti priimtas ir kitai Šaliai raštu apie sutikimą perskaičiuoti kainą arba atsisakymą ją perskaičiuoti turi būti pranešta per 10 darbo dienų nuo Sutartyje nustatytas sąlygas atitinkančio kitos Šalies prašymo perskaičiuoti kainą ir visų jį pagrindžiančių dokumentų pateikimo kitai Šaliai dienos. Šalis, siekianti Sutarties kainos peržiūros, privalo prašyme pateikti visą reikalingą informaciją: Sutarties pavadinimą, numerį, datą, neperduotų ir neapmokėtų prekių sąrašą (dalį) su kiekiais, Indekso reikšmės su nuorodomis į viešus šaltinius Valstybės duomenų agentūros Oficialiosios statistikos portale arba kitus oficialius šaltinių duomenis. Iš kitos Šalies nereikalaujama pateikti oficialaus Valstybės duomenų agentūros ar kitos institucijos išduoto dokumento ar patvirtinimo. Prašyme Šalis neturi teisės nurodyti kito Indekso ar prašyti perskaičiavimo pagal kitą Indeksą nei nurodytas šioje procedūroje. Prašymą perskaičiuoti Prekės kainą gavusiai Šaliai raštu pranešus kitai Šaliai apie sutikimą perskaičiuoti Prekės kainą, Šalys privalo sudaryti susitarimą dėl Prekės kainos perskaičiavimo per 30 dienų nuo Sutartyje nustatytas sąlygas atitinkančio Šalies prašymo perskaičiuoti kainą ir visų jį pagrindžiančių dokumentų pateikimo kitai Šaliai dienos. Tokiame susitarime Šalys privalo nurodyti Indekso reikšmės, naudojamas Indekso koeficientui apskaičiuoti - laikotarpio pradžioje ir jo nustatymo datą, laikotarpio pabaigoje ir jo nustatymo datą, Indekso pokyčio koeficientą, Prekės kainos pokytį, perskaičiuotą Prekės kainą, perskaičiuotą pradinės Sutarties vertę ir Sutarties įvykdymo užtikrinimo sumą bei kitą perskaičiavimui reikšmingą informaciją Vėlesnė Sutarties kainos peržiūra negali apimti

laikotarpio, už kurį jau buvo atliktas perskaičiavimas. Susitarimu Šalys neturi teisės keisti procedūroje nurodytos tvarkos ar kitų Sutarties nuostatų, išskyrus, jei keitimas atliekamas pagal taikytinų teisės aktų nuostatas.

3.5.2.9. Jeigu Sutarties kainos peržiūros momentu Prekės pristatymas vėluoja dėl priežasčių, dėl kurių Pardavėjas nėra įgijęs teisės į Prekės pristatymo termino pratęsimą, uždelstos pristatyti Prekės Sutarties kainos dalis negali būti peržiūrėta dėl kainų lygio kilimo (negali būti didinama), tačiau privalo būti peržiūrėta, jei Sutarties kainos peržiūrą inicijuoja Pirkėjas dėl kainų lygio kritimo.

3.5.3. **dėl atsisakomų ar papildomai įsigyjamų prekių** Sutarties kaina didinama arba mažinama, kai Sutartyje nustatyta tvarka arba LR pirkimų, atliekamų vandentvarkos, energetikos, transporto ar pašto srities perkančiųjų subjektų, įstatymo (toliau – Įstatymas) 97 str. 1 d. 2, 3 ir 5 punktų ir 2 d. nustatytais pagrindais Pirkėjas atsisako dalies Prekės arba įsigyja papildomų prekių.

3.6. Sutarties kaina ir pradinės Sutarties vertė keičiama dvišaliu rašytiniu Šalių susitarimu.

3.7. Pirkėjas įsipareigoja sumokėti už Prekę dalimis tokia tvarka:

3.7.1. pirmasis dalinis mokėjimas – 10 procentų Sutarties kainos – sumokama avansu per 15 (penkiolika) dienų nuo Sutartyje nurodyto avansinio mokėjimo grąžinimo užtikrinimo garantijos rašto ir išankstinės apmokėjimo sąskaitos gavimo dienos;

3.7.2. antrasis dalinis mokėjimas – 20 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, nuo metalo išpjovimo ir nuo sąskaitos gavimo dienos;

3.7.3. trečiasis dalinis mokėjimas – 15 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, atlikus 50 procentų karkaso darbų nuo sąskaitos gavimo dienos;

3.7.4. ketvirtasis dalinis mokėjimas – 15 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, atlikus smėliavimą ir nuo sąskaitos gavimo dienos;

3.7.5. penktasis dalinis mokėjimas – 15 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, atlikus laivo korpuso darbus ir nuo sąskaitos gavimo dienos;

3.7.6. šeštasis dalinis mokėjimas – 10 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, atlikus laivo nuleidimo darbus ir nuo sąskaitos gavimo dienos;

3.7.7. septintasis dalinis mokėjimas – 10 procentų Sutarties kainos – sumokama per 15 (penkiolika) dienų, atlikus bandymų vandenyje darbus ir nuo sąskaitos gavimo dienos;

3.7.8. paskutinis dalinis mokėjimas – 5 procentai Sutarties kainos – sumokama per 30 (trisdėšimt) dienų nuo Laivo pristatymo Pirkėjui. Mokėjimas vykdomas pagal Sutartyje nustatyta tvarka Pirkėjui pateiktą sąskaitą faktūrą;

3.8. Pagal Sutartį priklausančias sumokėti pinigų sumas Pirkėjas sumoka Pardavėjui mokėjimo pavedimu į Pardavėjo Sutartyje nurodytą banko sąskaitą. Sąskaitose faktūrose privalo būti nurodyta Sutarties data ir numeris. Laikoma, kad pinigai sumokėti tą dieną, kurią Pirkėjas pateikė savo bankui mokėjimo nurodymą atlikti mokėjimo pavedimą.

3.9. Vykdam Sutartį visos sąskaitos faktūros privalo būti teikiamos tik elektroniniu būdu. Elektroninės sąskaitos faktūros, atitinkančios Europos elektroninių sąskaitų faktūrų standartą, teikiamos Pardavėjo pasirinktomis priemonėmis. Europos elektroninių sąskaitų faktūrų standarto neatitinkančios elektroninės sąskaitos faktūros gali būti teikiamos tik naudojantis informacinės sistemos „SABIS“ priemonėmis. Kitais būdais teikiamos sąskaitos faktūros bus laikomos pateiktomis netinkamai ir nebus priimanamos.

3.10. Esant poreikiui Pirkėjas gali iš Pardavėjo įsigyti Sutarties priede nenurodytų, tačiau su pirkimo objektu susijusių prekių, neviršijant 10 (dešimties) proc. pradinės Sutarties vertės. Pirkėjas už tokias prekes sumoka Pardavėjo pasiūlytomis konkurencingomis ir rinką atitinkančiomis kainomis.

#### **4. LAIVO PROJEKTAVIMAS, STATYBA, BANDYMAI IR PERDAVIMAS**

##### **4.2. Laivo projektavimas ir statybos vykdymas:**

4.2.1. per 14 (keturiolika) dienų nuo Sutarties įsigaliojimo dienos Pardavėjas privalo pateikti Pirkėjui su Pirkėju suderintą Sutartyje nustatytus terminus atitinkantį Grafiką. Pateiktas Grafikas gali

būti keičiamas tik raštišku Šalių susitarimu, nepažeidžiant Sutartyje nustatytos Laivo pristatymo termino keitimo tvarkos;

4.2.2. Pardavėjas turi užtikrinti, kad Laivas būtų suprojektuotas ir jo korpusas pastatytas vadovaujantis gerąja Laivo statybos praktika pagal laivų klasifikavimo bendrovės reikalavimus, atitiktų Europos Sąjungos ir Lietuvos Respublikos teisės aktų reikalavimus, keliamus tokios rūšies laivams;

4.2.3. Pardavėjas ne vėliau kaip per 90 (devyniasdešimt) dienų nuo Sutarties įsigaliojimo dienos turi parengti Laivo projektą ir pateikti Pirkėjui;

4.2.4. Pardavėjas privalo suderinti Laivo projektą ir brėžinius arba bendruosius planus su Pirkėju bei klasifikavimo bendrove. Suderintas Laivo projektas ir brėžiniai pateikiami elektroniniu paštu ar tiesiogiai perduodami Pirkėjui;

4.2.5. Pirkėjas privalo pritarti Laivo projektui ir brėžiniams.

4.2.6. Pardavėjas turi užtikrinti, kad visos tiekiamos ir naudojamos medžiagos bei įranga ir jų kokybė atitiktų projekto brėžiniuose, specifikacijose nurodytas rūšis ir kokybę pagal Laivo techninę specifikaciją ir Pardavėjo pirkimui pateiktą pasiūlymą. Jeigu nepateikiami medžiagų kokybės atitikties sertifikatai arba yra akivaizdu, kad sertifikate nurodytos savybės neatitinka tikrovės, medžiagos turi būti Pardavėjo sąskaita tikrinamos tokiais bandymais, kurių gali pareikalauti Pirkėjas gamybos, surinkimo, paruošimo ar Laivo statybos vietoje. Visos naudojamos medžiagos ir įrenginiai turi būti nauji ir atitikti Europos Sąjungos (ES) standartus, taikomus tokio tipo medžiagoms, įrangai arba būti lygiaverčiai tokiam standartui;

4.2.7. statant Laivą, reikiamos Laivo, įrengimų, įrangos apžiūros ir inspekcijos bus atliekamos Pirkėjo, kad būtų užtikrinama, jog Laivo statyba vykdoma pagal šią Sutartį, Laivo techninę specifikaciją, projektą ir brėžinius bei Pardavėjo pirkimui pateiktą pasiūlymą. Pirkėjas turės teisę per visą Laivo statybos laikotarpį dalyvauti visuose Laivo, jo įrengimų ar įrangos bandymuose, inspekcijose bei techniniuose patikrinimuose. Pardavėjas įsipareigoja informuoti Pirkėją apie tokius bandymus, inspekcijas bei techninius patikrinimus prieš protingą laiką, nuroydamas vykdomų bandymų, inspekcijų ar techninių patikrinimų vietą ir laiką. Tuo atveju, jei Pirkėjas aptiks kokį nors atliktų darbų, panaudotų medžiagų ir įrangos neatitikimą Sutarčiai, Laivo techninei specifikacijai, projektui ar brėžiniams arba Pardavėjo pirkimui pateiktame pasiūlyme nurodytoms savybėms, apie tai turi būti pranešta Pardavėjui, kuris privalo ištaisyti tokį neatitikimą savo sąskaita, nepažeisdamas Laivo pristatymo termino, nurodyto Sutartyje. Laivo statybos metu iki jų perdavimo Pirkėjui darbo valandomis Pirkėjui privalo būti sudaryta galimybė laisvai ir neribotai patekti į Laivą, prie jo įrengimų, mechanizmų, variklių, į bet kurią jo vietą, kur vykdomi darbai arba laikomos medžiagos, įskaitant laivų statyklą, dirbtuves, kai apie tokius vizitus pranešama Pardavėjui ir kad Pardavėjas gali dalyvauti apžiūroje;

4.2.8. Pardavėjo Laivui suteiktas statybos numeris skirtas tik Laivo ir jo atsarginių dalių identifikacijos tikslams.

#### 4.3. Laivo bandymai:

4.3.1. Laivo bandymų tikslas yra įrodyti, kad Laivas yra pastatytas, įrengtas ir užbaigtas pagal Sutarties ir Pardavėjo pirkimui pateikto pasiūlymo sąlygas ir kad Laivas ir jo įranga dirba tinkamai. Laivo mechanizmai, sistemos ir įrengimai turi būti patikrinti atliekant ESTRIN sertifikavimui reikalingus bandymus pagal patvirtintas bandymų programas, dalyvaujant Pirkėjo atstovams.

4.3.2. Pirkėjas turi teisę reikalauti, kad Pardavėjas savo sąskaita atliktų privalomus pastatyto Laivo bandymus Pirkėjui dalyvaujant iki Laivo bandymo;

4.3.3. vykstant Laivo statybai bei ją užbaigus, Pardavėjas privalo iš anksto, ne vėliau kaip prieš 14 dienų, raštu pranešti Pirkėjui apie visus būsimus Laivo, jo sudėtinių dalių ir kitus bandymus bei patikrinimus, leisti ir sudaryti tinkamas sąlygas dalyvauti Pirkėjo atstovams tokiuose bandymuose ir patikrinimuose;

4.3.4. ne vėliau kaip prieš 14 (keturiolika) dienų prieš planuojamą pastatyto Laivo pristatymo dieną Pirkėjui Pardavėjas turi raštiškai suderinti su Pirkėju Laivo bandymų laiką ir vietą, sudarydamas sąlygas Laivo bandymuose dalyvauti Pirkėjui ar jo atstovui. Numatyti Laivo bandymai turi būti atliekami, esant, Pardavėjo vertinimu, palankioms oro sąlygoms. Tuo atveju, kai suderintą bandymo

dieną oro sąlygos nėra palankios, bandymai atliekami artimiausiu metu, kai bus palankios oro sąlygos;

4.3.5. jei pagal Laivo bandymų rezultatus Laivas ar kita Laivo įranga neatitinka Sutarties ir (ar) Pardavėjo pirkimui pateikto pasiūlymo ir (ar) pirkimo dokumentų reikalavimų, Pardavėjas privalo imtis visų būtinų priemonių, kad nedelsiant, ne vėliau kaip per 30 dienų nuo bandymų rezultatų surašymo dienos, ištaisytų visus neatitikimus. Pardavėjas, ištaisęs nustatytus trūkumus, privalo nedelsdamas organizuoti pakartotinius Laivo bandymus, suderinęs datą ir laiką su Pirkėju. Pardavėjas nedelsdamas savo sąskaita šalina trūkumus ir atlieka pakartotinius bandymus tol, kol bus pasiektas reikiamas rezultatas.

#### 4.4. Laivo perdavimas:

4.4.1. jei pastatyto Laivo bandymų rezultatai atitinka Sutarties reikalavimus, Laivo techninę specifikaciją ir Pardavėjo pirkimui pateiktame pasiūlyme pasiūlytas savybes, jam išduotas tai patvirtinantis techninių patikrinimų liudijimas ir Pirkėjas raštu patvirtina, kad gali priimti Laivą, tai Pardavėjas turi raštu pranešti Pirkėjui, kad Laivas paruoštas pristatyti ir perduoti bei raštu suderinti su Pirkėju pastatyto Laivo perdavimo datą, laiką. Pirkėjas turi teisę argumentuotai atsisakyti priimti Laivą ar bet kokį darbo rezultatą, kai, jo vertinimu, Laivas (-ai) ar bet koks darbo rezultatas neatitinka sutarties, techninės specifikacijos ir pasiūlymo;

4.4.2. iki Laivo perdavimo Pirkėjui likus ne mažiau kaip 2 (dviems) savaitėms, Pardavėjas privalo savo sąskaita apmokyti ir instrukuoti 3 Pirkėjo personalo atstovus neįskaičiuojant apgyvendinimo ir transportavimo kaštų;

4.4.3. Laivo pristatymo ir perdavimo Pirkėjui metu Pardavėjas Pirkėjui kartu su Laivo priėmimo–perdavimo aktu turi pateikti šiuos dokumentus: klasifikavimo bendrovės išduotą techninių patikrinimo liudijimą dėl Laivo projekto ir Laivo korpuso, galiojančius vidaus sertifikatus, atitinkančius Es-Trin reikalavimus, įskaitant bandymų ataskaitas ir atitinkamus įrangos vadovus lietuvių arba anglų kalba, bandymų ataskaitas ir medžiagų sertifikatus. Dokumentacijoje turi būti nurodyti eksploatacijai skirti sistemos brėžiniai. Pirkėjas yra atsakingas už Lietuvos vėliavos registraciją.

4.4.4. Pirkėjas privalo priimti Laivą, jeigu jis atitinka Sutartyje ir techninėje specifikacijoje nurodytus reikalavimus ir Pardavėjo pasiūlymą.

4.4.5. Pirkėjas turi ne vėliau kaip per 2 (dvi) darbo dienas pasirašyti Laivo priėmimo–perdavimo aktą arba atmesti Pardavėjo prašymą pasirašyti Laivo priėmimo–perdavimo aktą, nurodydamas priimto sprendimo motyvus, trūkumų ištaisymo terminus bei priemones, kurių Pardavėjas privalo imtis tam, kad Laivo priėmimo–perdavimo aktas būtų pasirašytas. Pardavėjas nurodytus trūkumus turi ištaisyti nedelsdamas savo lėšomis. Laivo priėmimo–perdavimo aktas pasirašomas 2 (dviem) vienodą teisinę galią turinčiais egzemplioriais, po vieną kiekvienai Šaliai, arba, sudarant elektroninį dokumentą, abiejų Šalių pasirašomas kvalifikuotu elektroniniu parašu;

4.4.6. Pirkėjas pasirašo Laivo priėmimo–perdavimo aktą, jei Laivas atitinka Sutarties, Pardavėjo pasiūlymo sąlygas ir Europos Sąjungos normatyvinius dokumentus.

4.4.7. Pardavėjas užtikrina, kad Laivo perdavimo metu jis nėra įkeistas, jam netaikoma teisinė turto sulaikymo teisė, juo nėra užtikrintas jokių Pardavėjo ar kitų asmenų reikalavimų vykdymas, nėra neįvykdytų ir vykdytinų bet kokių su Laivu susijusių finansinių ir nefinansinių prievolių. Jeigu į Laivą bus pareikštos pretenzijos, atsiradusios iki jo perdavimo dienos, Pardavėjas įsipareigoja atlyginti Pirkėjui žalą už tokių pretenzijų sukeltas pasekmes.

4.5. Laivas turi būti pristatytas ir jo nuosavybės teisė Pirkėjui pereina nuo Sutartyje nustatyta tvarka šalių pasirašyto Laivo priėmimo–perdavimo akto pagal Sutartį ir sumokėjus paskutinę laivo Sutarties kainos įmoką, kaip apibrėžta 3 Sutarties dalyje.

## 5. GARANTINIAI TERMINAI IR ĮSIPAREIGOJIMAI

5.1. Stūmikai ir visoms jo sistemoms / įrenginiams, išskyrus baterijas taikomas 12 (dvylikos) mėnesių garantinis laikotarpis skaičiuojant nuo Laivo perdavimo Pirkėjui dienos. Baterijoms taikomas 24 mėnesių garantijos terminas pagal Pardavėjo teikiamą baterijų techninę specifikaciją.

5.2. Laivo garantijos laikotarpiu Pardavėjas savo tiekėjo statykloje (-ose) įprastomis darbo valandomis savo sąskaita pašalina visus defektus, apie kuriuos Pirkėjas pranešė raštu dėl laivo pristatymo, dėl netinkamai atlikto darbo ir (arba) nekokybiškų medžiagų panaudojimo arba korpuso ar dalių defektų, mechanizmų ir įrangos, įmontuotų ir sumontuotų į laivą arba pristatytų kartu su laivu, kurių nebuvo galima aptikti pristatymo metu ir kurie išryškėjo per 12 mėnesių nuo laivo pristatymo dienos, jeigu apie defektą (-us) Pardavėjui raštu pranešama per 5 dienas nuo jo aptikimo.

Garantija taikoma tik Pardavėjo ir jo subrangovų ir (arba) tiekėjų darbams. Pardavėjo atsakomybė apsiriboja pirminėmis įsipareigojimais pagal apimtį ir trukmę, o Pardavėjas ir (arba) jo subrangovai bei tiekėjai neturi tolimesnės atsakomybės už bet kokius tiesioginius ar netiesioginius nuostolius, žalą ar išlaidas, atsirandančius dėl minėtų defektų ar su jais susijusių, taip pat už defektus, atsiradusius dėl įprasto nusidėvėjimo, perkrovos, medžiagų korozijos, nelaimingų atsitikimų, gaisro, netinkamo laivo pakrovimo, netinkamo valdymo ar aplaidumo naudojant ir prižiūrint laivą.

Jei šiame punkte nurodytų pakeitimų ar remonto darbų negalima tinkamai atlikti vietoje netoli Laivo eksploatavimo vietos, Pardavėjas atlieka pakeitimus ar remontą (i) Pardavėjo tiekėjo laivų statykloje (vienoje iš jų) arba (ii) Pirkėjas gali užsakyti, kad toks remontas ir (arba) pakeitimas būtų atliktas kitur; tokiu atveju Pardavėjas atleidžiamas nuo šios garantijos ir atlygina Pirkėjui dokumentais patvirtintas ir pagrįstas Pirkėjo patirtas išlaidas, tačiau toks atlyginimas negali viršyti apskaičiuotų garantinių darbų atlikimo Pardavėjo tiekėjo laivų statykloje (-ose) išlaidų.

5.3. Pirkėjui raštu pateikus Pardavėjui informaciją dėl atsiradusių defektų, jei reikalinga Pardavėjas per 4 darbo dienas įsipareigoja atvykti į Laivą defektams nustatyti ir pašalinti. Jei dėl defektų pobūdžio ir apimties nėra įmanoma iškart defektų pašalinti, Pardavėjas ne vėliau nei per 4 darbo dienas nuo Laivo apžiūros su Pirkėju turi suderinti terminą, per kurį jie bus pašalinti.

5.4. Sutartyje nustatyta tvarka Pardavėjui neatvykus į Laivą nustatyti defektų ir (arba) nesuderinus defektų šalinimo termino arba defektai nebuvo ištaisyti per suderintą laiką po raštiško pranešimo Pardavėjui, arba Pardavėjui daugiau kaip 15 (penkiolika) darbo dienų atsiliekant nuo suderinto termino defektams pašalinti pabaigos, Pirkėjas turi teisę pavesti defektus pašalinti atlikti trečiajam asmeniui, o Pardavėjas įsipareigoja besąlygiškai apmokėti Pirkėjui dėl to patirtas pagrįstas ir dokumentuotas išlaidas.

5.5. Pardavėjas privalo visas defektines detales keisti tik originaliomis.

5.6. Jei Pardavėjas nepripažįsta Prekės trūkumų, kiekviena iš Šalių gali kreiptis dėl nepriklausomos ekspertizės atlikimo. Jei Pardavėjas ilgiau nei 10 (dešimt) dienų nuo Pirkėjo kreipimosi neatsako / nepasitelkia nepriklausomo su Pirkėju suderinto (Pirkėjas negali nepagrįstai neduoti pritarimo Pardavėjui pasitelkti siūlomą ekspertą eksperto ginčui spręsti ar (ir) jei ginčas užtruko ilgiau nei 30 (trisdešimt) dienų nuo Pirkėjo pirmojo kreipimosi), tai Pirkėjas turi teisę savarankiškai kreiptis dėl ekspertizės atlikimo prieš tai suderinęs su Pardavėju nepriklausomo eksperto kandidatūrą. Tokiu atveju ekspertizės išlaidas padengia:

5.6.1. jei Prekė atitinka Sutartyje nurodytus reikalavimus – Pirkėjas;

5.6.2. jei Prekė neatitinka Sutartyje nurodytų reikalavimų – Pardavėjas.

5.7. Pardavėjas įsipareigoja garantinio eksploatavimo laikotarpiu užtikrinti skubų turimų kritinių detalių tiekimą ir kaip įmanoma greitesnį visų kitų reikalingų detalių tiekimą.

## **6. SUBTIEKIMAS IR JUNG TINĖ VEIKLA (T AIKOMA JEI TIEKĖJAS DALYVAUJA PASITELKDAMAS SUBTIEKĖJUS ARBA JUNG TINĖJE VEIKLOJE)**

6.1. Sutarčiai vykdyti šiame punkte nurodytoms Prekėms patiekti (įskaitant darbų vykdymą ir paslaugų teikimą, kuriuos apima Prekės teikimas) Pardavėjas nenumato pasitelkti subtiekėjų.

6.2. Sudarius Sutartį, tačiau ne vėliau negu Sutartis pradėdama vykdyti, Pardavėjas įsipareigoja Pirkėjui pranešti Sutarties 7.1 punkte nurodytų subtiekėjų pavadinimus, kontaktinius duomenis ir jų atstovus. Pardavėjas taip pat įsipareigoja informuoti apie šios informacijos pasikeitimus visu Sutarties vykdymo metu, taip pat pateikti šią informaciją apie papildomus ir naujus subtiekėjus, kuriuos jis ketina pasitelkti vėliau.

6.3. Pardavėjas, Sutarties vykdymo laikotarpiu neviršydamas pirkimo dokumentuose nustatytos subtiekimui leidžiamos perduoti Sutarties dalies, toms Prekėms, kurių tiekimą Pardavėjas pasiūlyme numatė perduoti subtiekejams, gali keisti pasitelktą subtiekėją arba pasitelkti papildomą subtiekėją, nekeisdamas pasitelktų subtiekėjų (toliau – papildomas subtiekėjas).

6.4. Pardavėjas Sutarties vykdymo laikotarpiu turi teisę pasitelkti naują subtiekėją, nors teikdamas pasiūlymą nebuvo numatęs subtiekėjų pasitelkimo atitinkamai Prekės tiekimo daliai (toliau – naujas subtiekėjas), jeigu Sutarties vykdymo laikotarpiu atsiranda reikšmingų aplinkybių, dėl kurių toks pasitelkimas yra būtinas ir kurių apdairus Pardavėjas nebūtų galėjęs numatyti, įskaitant, bet neapsiribojant, atvejus, kai:

6.4.1. sugenda Prekėms patiekti reikalinga Pardavėjo įranga, o Pardavėjas negali jos sutaisyti arba dėl meteorologinių sąlygų ar kitų priežasčių negali į Prekės pristatymo vietą pristatyti pakeičiančios ar kitos būtinos įrangos per ilgesnį nei 5 dienų terminą ar kitą Pirkėjo nurodytą terminą, kuris reikšmingai sutrukdytų Prekės pateikimą pagal Sutartyje nustatytus Prekės pristatymo terminus;

6.4.2. siekiama baigti Laivą nustatytu terminu ir dėl to reikia padidinti Sutartinių įsipareigojimų vykdymo našumą arba Pirkėjui pagrįstai reikalaujant baigti patiekti Prekes anksčiau;

6.4.3. Įstatymo 97 str. 1 dalies 2–5 punktuose ir 2 dalyje nustatytais pagrindais keičiama Sutartis arba įsigyjamos papildomos Prekės;

6.4.4. esant kitoms Prekės tiekimui reikšmingoms Pardavėjo organizacinės struktūros ar vykdomos ūkinės veiklos ypatumams.

6.5. Pardavėjas, pageidaudamas pakeisti subtiekėją, pasitelkti papildomą subtiekėją arba pasitelkti naują subtiekėją, privalo apie numatomą keitimą arba papildomo ar naujo subtiekėjo pasitelkimą iš anksto raštu informuoti Pirkėją bei pateikti keičiančio, papildomai arba naujai pasitelkiamo subtiekėjo kvalifikaciją patvirtinančius dokumentus (jei subtiekejams buvo keliami kvalifikacijos reikalavimai arba teisė patiekti Prekes, kurioms pasitelkiamas naujas subtiekėjas, siejama su kvalifikacijos reikalavimais) ir pašalinimo pagrindų nebuvimą patvirtinantį dokumentą (kai Pardavėjas rėmėsi keičiamo subtiekėjo pajėgumu arba kai Sutartyje numatyta Pirkėjo teisė reikalauti iš subtiekėjų pateikti pašalinimo pagrindų nebuvimą patvirtinantį dokumentą). Siekdamas pasitelkti naują subtiekėją, Pardavėjas papildomai privalo nurodyti, dėl kokių priežasčių siekia pasitelkti naują subtiekėją.

6.6. Pirkėjas, gavęs Pardavėjo prašymą ir visus dokumentus, per 5 (penkias) darbo dienas nuo visų dokumentų gavimo patikrina (kai taikoma), ar subtiekėjo kvalifikacija atitinka pirkimo dokumentuose keliamus reikalavimus, taip pat ar nėra subtiekėjo privalomo pašalinimo pagrindų, ir raštu praneša savo sutikimą keisti subtiekėją, pasitelkti papildomą arba naują subtiekėją. Šalys susitaria, kad Šalims įvykdžius visas punkte nurodytas sąlygas, sudaromas susitarimas dėl Sutarties pakeitimo.

6.7. Jei Pardavėjas pakeičia pasitelktą subtiekėją, pasitelkia papildomą ar naują subtiekėją, pažeisdamas Sutartyje nustatytą tvarką, Pardavėjas, Pirkėjui pareikalavus, nedelsiant turi atsisakyti tokio subtiekėjo ir pakeisti jį tinkamu subtiekėju Sutartyje nustatyta tvarka.

6.8. Pardavėjas privalo nedelsdamas atsisakyti subtiekėjo, kuriam taikomos tarptautinės sankcijos ar kiti ribojimai, ar kuris pažeidžia Lietuvos Respublikoje įgyvendinamas tarptautines sankcijas bei užtikrinti, kad toks subtiekėjas nevykdytų Sutarties nuo sankcijų ar kitų ribojimų taikymo jam momento ir (ar) nuo nustatymo, kad jis kitaip pažeidžia Lietuvos Respublikoje įgyvendinamas tarptautines sankcijas momento bei, esant poreikiui, pakeisti tokį subtiekėją kitu subtiekėju Sutartyje nustatyta tvarka.

6.9. Jeigu pirkimo vykdymo metu nebuvo tikrinama subtiekėjo kvalifikacija dėl teisės verstis atitinkama veikla arba buvo tikrinama ne visa apimtimi, Pardavėjas įsipareigoja Pirkėjui, kad Sutartį vykdys tik tokią teisę turintys asmenys. Pirkėjui reikalaujant Pardavėjas turi pateikti Pirkėjui dokumentus, įrodančius subtiekėjo teisę verstis atitinkama veikla.

6.10. Pardavėjas visais atvejais išlieka atsakingas už Sutarties vykdymą, įskaitant subtiekejams perduodamas vykdyti Sutarties dalies kokybę ir padarytą žalą.

6.11. Jeigu Pardavėjas Sutarčiai vykdyti pasitelks subtiekėją (-us), tarp Pirkėjo, Pardavėjo ir subtiekėjo gali būti pasirašoma trišalė tiesioginio atsiskaitymo sutartis, kurioje aprašoma tiesioginio

atsiskaitymo su subtiekejū tvarka. Pirkėjas, ne vėliau kaip per 3 (tris) darbo dienas nuo Sutarties įsigaliojimo ir Sutarties 7.2 punkte nurodytos kontaktinės informacijos apie subtiekeją gavimo iš Pardavėjo dienos, o kai Sutartyje nustatyta tvarka keičiamas subtiekejās, pasitelkiamas papildomas ar naujas subtiekejās – nuo Pirkėjo sutikimo keisti subtiekeją pateikimo Pardavėjui dienos raštu informuoja subtiekeją apie tiesioginio atsiskaitymo galimybę, o subtiekejās, norėdamas pasinaudoti tokia galimybe, raštu pateikia Pirkėjui prašymą sudaryti trišalę atsiskaitymo sutartį. Subtiekejū negali būti mokamas avansas, tiesioginis atsiskaitymas subtiekejū gali būti atliekamas tik po to, kai Pirkėjas iš Pardavėjo Sutartyje nustatyta tvarka priims subtiekejū patiektas Prekes. Trišalė sutartis negali prieštarauti Sutarties ir pirkimo dokumentų nuostatom, trišalėje sutartyje taip pat turi būti numatyta Pardavėjo teisė prieštarauti nepagrįstiems mokėjimams subtiekejū. Kilus ginčui tarp Pardavėjo ir subtiekejū, jie ginčus sprendžia savarankiškai, Pirkėjui nedalyvaujant. Subtiekejū išmokėtų sumų dydžiu yra mažinamos Pardavėjui mokėtinos sumos.

6.12. Kai Sutartis sudaroma su Pardavėju, atstovaujančiu jungtinės veiklos sutarties pagrindu veikiančius subjektus, Pardavėjui taikomos pirkimo dokumentuose nustatytos sąlygos dėl jungtinės veiklos:

## 7. ŠALIŲ TEISĖS IR PAREIGOS

### 7.1. Pirkėjas įsipareigoja:

- 7.1.1. tinkamai ir sąžiningai vykdyti Sutartį;
- 7.1.2. Sutarties vykdymo metu bendradarbiauti su Pardavėju, teikiant Sutarčiai vykdyti pagrįstai reikalingą informaciją, kurios pateikimo būtinybė iškilo Sutarties vykdymo metu;
- 7.1.3. laiku sumokėti Pardavėjui už nustatytus reikalavimus atitinkantį ir laiku pristatytą Laivą;
- 7.1.4. Laivo statykloje laikytis vidaus darbo tvarkos taisyklių reikalavimų;
- 7.1.5. suteikti reikiamus įgaliojimus Pardavėjui veikti Pirkėjo vardu (jei tokie įgaliojimai yra reikalingi);
- 7.1.6. tinkamai vykdyti kitas Sutartyje ir Lietuvos Respublikos teisės aktuose numatytas pareigas.

### 7.2. Pirkėjas turi teisę:

- 7.2.1. be atskiro pranešimo atlikti bet kokius patikrinimus, kurie Pirkėjui atrodo reikalingi, kilus įtarimui (abejonėms), kad Pardavėjas nesugebės laiku pristatyti Laivo ar Laivas statomas nekokybiškai, neprofesionaliai, pažeidžiant reikalavimus;
- 7.2.2. Laivo projektavimo ir statybos metu stebėti, tikrinti, prižiūrėti bei kontroliuoti Laivo projektavimo ir statybos darbų eigą, jų kokybę, naudojamas medžiagas, medžiagų kokybę ir t. t.;
- 7.2.3. Laivo projektavimo ir statybos metu duoti Pardavėjui privalomus nurodymus įskaitant, bet neapsiribojant: dėl medžiagų ar įrangos, kuri, Pirkėjo nuomone, neatitinka projekto brėžinių, specifikacijų, techninės specifikacijos ir kitų Sutarties nuostatų; dėl medžiagų ar įrangos pakeitimo kokybiškomis ir tinkamomis medžiagomis ar įranga pirkėjo sąskaita; dėl bet kokių darbų perdarymo Pardavėjo sąskaita, nepriklausomai nuo jau įvykdytų ankstesnių su tuo susijusių bandymų ar įvykdyto dalinio apmokėjimo, jei jie neatitinka brėžinių, Laivo techninės specifikacijos, kitus su Sutarties vykdymu susijusius nurodymus. Pirkėjas turi teisę pateikti reikalavimą Pardavėjui dėl atliekamų (atliktų) darbų trūkumų pašalinimo tuo atveju, jei tokių trūkumų nebuvo įmanoma pastebėti atliekant apžiūrą, kokią perimant laivą būtų pastebėjęs pakankamai atidus ir kvalifikuotas specialistas, ir kurie išryškėjo per 12 (dvylika) mėnesių nuo laivo pristatymo;
- 7.2.4. lankytis laivų statykloje ir stebėti Laivo statybą. Pirkėjo atstovai turi teisę nevaržomai įeiti į visas laivų statyklos arba subtiekejū patalpas, kuriose Laivas arba jo dalys yra gaminamos, įprastinėmis darbo valandomis;
- 7.2.5. reikalauti, kad Pardavėjas atliktų pakeitimus Laive, jeigu apie tokius pakeitimus raštu yra pranešta prieš 20 darbo dienų iki jų numatomo vykdymo, jei tokie pakeitimai nekeičia techninės specifikacijos reikalavimų. Pardavėjas privalo vykdyti tokius reikalavimus Pirkėjo sąskaita;

7.2.6. Laivo statybos metu pagrįstai reikalauti Pardavėjo darbuotojo arba Pardavėjo pareigas vykdančio asmens pakeitimo, jei yra įrodymų, kad šis asmuo netinkamai vykdo pareigas;

7.2.7. Reikalauti Pardavėjo vykdyti Laivo garantinio laikotarpio aptarnavimą;

7.2.8. Pirkėjas turi ir kitas Sutartyje numatytas teises.

### **7.3. Pardavėjas įsipareigoja:**

7.3.1. vykdyti Pardavėjo pareigas pagal Sutartį ir Pirkėjo pateiktus reikalavimus, pristatyti Sutarties reikalavimus ir Pardavėjo pasiūlymą atitinkančią Prekę, savo sąskaita bei rizika kaip įmanoma rūpestingai bei efektyviai, įskaitant, bet neapsiribojant, Prekės projektavimą, gamybą, bandymus, techninius patikrinimus ir apžiūras ir teikimą pagal geriausius visuotinai pripažįstamus profesinius, techninius standartus ir praktiką, panaudodamas visus reikiamus įgūdžius, žinias;

7.3.2. suprojektuoti ir pastatyti Laivo korpusą pagal tarptautinių klasifikacinių bendrovių asociacijos nare esančios (IACS, žr. <https://iacs.org.uk/membership/iacs-members>) klasifikacinės bendrovės taisykles ir reikalavimus bei vadovaujantis Pardavėjo patirtimi, jeigu Sutartyje nenumatyta kitaip.

7.3.3. išbandyti, pristatyti Laivą į Kauno žiemos uostą vadovaujantis LR galiojančiais teisės aktais

7.3.4. savo sąskaita ir rizika atgabenti Laivą į Laivo pristatymo vietą Kauno žiemos uoste (Lietuvoje) ir perduoti jį Pirkėjui;

7.3.5. Laivo statybos technologinius procesus vykdyti ir medžiagas naudoti laikantis techninės dokumentacijos ir standartų reikalavimų;

7.3.6. nedelsdamas raštu informuoti Pirkėją apie bet kurias aplinkybes, kurios trukdo ar gali sutrukdyti Pardavėjui užbaigti Laivo statybą ir perduoti Laivą per Laivo statybos terminą. Pardavėjas šiuo atveju privalo kuo skubiau imtis visų pagrįstų priemonių, kad susidariusios aplinkybės neturėtų įtakos Laivo statybos darbų kokybei ir vykdomą Laivo statybos darbų dalį kuo greičiau būtų galima atlikti taip, kad nebūtų pažeistas Laivo pristatymo terminas;

7.3.7. kiekvieną kalendorinį mėnesį iki 15 (penkioliktos) dienos pateikti Pirkėjui raštu ataskaitą apie per praėjusį mėnesį atliktus darbus (Sutarties vykdymo progresą);

7.3.8. Pirkėjui prašant raštu pateikti informaciją apie per būsimą mėnesį ar kitą Pirkėjo prašomą laikotarpį planuojamus atlikti darbus;

7.3.9. Pirkėjui kviečiant dalyvauti periodiniuose susitikimuose Sutarties vykdymo eigai aptarti;

7.3.10. laikytis Sutartyje ir Grafike nustatytų terminų;

7.3.11. užtikrinti, kad Sutarties sudarymo momentu ir visą jos galiojimo laikotarpį Pardavėjas, jo darbuotojai išlaikytų reikiamą kvalifikaciją ir patirtį, reikalingą Sutarčiai vykdyti. Jeigu pirkimo vykdymo metu nebuvo tikrinama Pardavėjo kvalifikacija dėl teisės verstis atitinkama veikla arba buvo tikrinama ne visa apimtimi, užtikrinti, kad Sutartį vykdys tik tokią teisę turintys asmenys.;

7.3.12. nenaudoti Pirkėjo prekės ženklo, simbolių ar pavadinimo jokioje reklamoje, rinkodaroje, leidiniuose ar kituose šaltiniuose be išankstinio raštiško Pirkėjo sutikimo, taip pat naudotis Pirkėjo sukurtais intelektualiais veiklos rezultatais.

7.3.13. užtikrinti iš Pirkėjo Sutarties vykdymo metu gautos ir su Sutarties vykdymu susijusios informacijos konfidencialumą bei apsaugą;

7.3.14. įvykdžius Sutartį ir Pirkėjui paprašius raštu, grąžinti visus iš Pirkėjo gautus Sutarčiai vykdyti reikalingus dokumentus, jeigu pagal dokumentų formą toks grąžinimas yra įmanomas, arba sunaikinti tokius dokumentus;

7.3.15. laikytis Sutartyje nustatytos pranešimo apie subtiekejų kontaktinių duomenų ir atstovų, keičiamų, papildomų ir naujų subtiekejų pasitelkimo tvarkos;

7.3.16. laikytis aplinkos apsaugos, socialinės ir darbo teisės įsipareigojimų, nustatytų Europos Sąjungos ir Lietuvos Respublikos teisės aktuose, kolektyvinėse sutartyse ir Įstatymo 7 priede nurodytose tarptautinėse konvencijose;

7.3.17. pasirašyti asmens duomenų tvarkymo sutartį, jei vykdydamas Sutartį Pardavėjas tvarkys asmens duomenis Pirkėjo vardu;

7.3.18. susipažinti ir santykiuose su Pirkėju ir Sutarčiai vykdyti pasitelkiamais trečiaisiais asmenimis laikytis Vidaus vandens kelių direkcijos Korupcijos prevencijos politikos, su kuria galima

susipažinti adresu <http://www.vvkd.lt>. Pardavėjas privalo užtikrinti, kad šio punkto ir politikos bei darbuotojų elegesio kodekso reikalavimų laikytusi Pardavėjo ir Sutarčiai vykdyti jo pasitelkiamų trečiųjų asmenų darbuotojai ir kiti atstovai;

7.3.19. mobilizacijos, karo, nepaprastosios padėties metu ar kai Lietuvos Respublikos Vyriausybė, įvertinusi riziką, kad veiksniai, dėl kurių buvo ar gali būti paskelbta mobilizacija, įvesta karo ar nepaprastoji padėtis, kelia grėsmę nacionaliniam saugumui, nesitelkti subtiekiejų, nesiremti ūkio subjektų pajėgumais, taip pat netiekti (nenaudoti atliekant darbus ar teikiant paslaugas) Prekės (įskaitant jos sudedamąsias dalis), kurios gamintojo ar bet kurį iš aukščiau išvardintų subjektų kontroliuojančio juridinio asmens registracijos vieta arba fizinio asmens nuolatinė gyvenamoji vieta, arba pilietybės valstybė yra įtraukta į Lietuvos Respublikos Vyriausybės patvirtintą priešišku valstybių ir teritorijų sąrašą (toliau – Sąrašas), taip pat netiekti (nenaudoti atliekant darbus ar teikiant paslaugas) Prekės (įskaitant jos sudedamąsias dalis), kurių kilmės valstybė ar teritorija yra nurodyta Sąraše, netiekti paslaugų, kurios teikiamos iš Sąraše nurodytų valstybių ar teritorijų. Pirkėjui pareikalavus, Pardavėjas įsipareigoja pateikti Pardavėjo, subtiekiejo, ūkio subjekto, kurio pajėgumais Pardavėjas remiasi, Prekių (įskaitant jos sudedamąsias dalis) gamintojo ar šiuos subjektus kontroliuojančių juridinių asmenų registraciją ar fizinių asmenų nuolatinę gyvenamąją vietą ir pilietybę patvirtinančius Įstatyme nurodytus dokumentus, taip pat tiekiamų (naudojamų atliekant darbus ar teikiant paslaugas) Prekės (įskaitant jos sudedamąsias dalis) kilmę, vietą, iš kurios teikiamos Paslaugos, patvirtinančius gamintojo ar kito trečiojo asmens išduotus dokumentus. Kai atitikimas nurodytiems reikalavimams buvo tikrintas pirkimo procedūrų metu, Pardavėjas įsipareigoja nedelsdamas informuoti Pirkėją apie tokias pasikeitusias aplinkybes bei pateikti dėl jų šiame punkte nurodytus dokumentus;

7.4. **Pardavėjas turi teisę** gauti Sutarties kainą su sąlyga, kad jis tinkamai vykdo Sutartį, taip pat kitas Sutartyje ir Lietuvos Respublikos teisės aktuose numatytas teises;

7.5. Pardavėjas patvirtina, kad Sutarties sudarymo metu Pardavėjui, jo pasitelktiems subtiekiejams ir subjektams, kurių pajėgumais Pardavėjas remiasi, nėra taikomos Sutarties vykdymui įtakos turinčios ar galinčios turėti Lietuvos Respublikoje galiojančios tarptautinės sankcijos ir (ar) tarptautinės kitų šalių (Jungtinės Karalystės ar Jungtinių Amerikos Valstijų) sankcijos, ir (ar) Lietuvos Respublikos įstatymais nustatytos kitos ribojamosios priemonės. Jei vykdam Sutartį šiame punkte nurodytos sankcijos ar ribojamosios priemonės būtų pradėtos taikyti Pardavėjui ar subjektams, kurių pajėgumais Pardavėjas rėmėsi, Pardavėjas įsipareigoja nedelsdamas raštu pranešti apie tai Pirkėjui, o jei sankcijos ar ribojamosios priemonės būtų pradėtos taikyti Pardavėjo pasitelktiems subtiekiejams, nedelsdamas pašalinti tokius subtiekiejus iš Sutarties vykdymo ir, esant poreikiui, pakeisti tokius subtiekiejus Sutartyje nustatyta tvarka. Pardavėjas patvirtina, kad Sutarties vykdymui naudos tik medžiagas, kurioms nėra taikomos ribojamosios priemonės ir jas įsigys tik iš teritorijų, kurioms netaikomos ribojamosios priemonės bei imsis maksimalių atidumo priemonių siekiant įsitikinti, kad Sutarties vykdymo metu nekiltų jokių tarptautinių sankcijų pažeidimo rizikų. Pardavėjas, pažeidęs šiuo Sutarties punktu nustatytus įsipareigojimus, taip pat paaiškėjęs, kad šiame punkte nustatyti Pardavėjo patvirtinimai neatitinka tikrovės, privalo atlyginti Pirkėjui su tokiu pažeidimu ir patvirtinimų neatitikimu susijusius nuostolius, įskaitant, bet neapsiribojant su Sutarties nutraukimu susijusius nuostolius.

7.6. Nė viena Šalis neturi teisės perleisti visų arba dalies teisių ir pareigų pagal Sutartį jokiai trečiajai šaliai be išankstinio raštiško kitos Šalies sutikimo.

## 8. SUTARTIES KEITIMAS IR NUTRAUKIMAS

8.1. Sutartis gali būti pakeista, papildyta ar nutraukta tik raštu. Sutartis keičiama Šalims pasirašant susitarimą dėl Sutarties sąlygų pakeitimo, išskyrus Sutartyje aptartus atvejus, kai Sutarties sąlygos gali būti keičiamos vienašaliu raštišku pranešimu:

8.1.1. jei Sutarties galiojimo laikotarpiu pasikeičia Sutarties Šalies adresas, banko sąskaitos Nr., kontaktiniai duomenys, kiti Sutartyje numatyti Šalies rekvizitai, Šalys rašytinio susitarimo dėl Sutarties pakeitimo nesudaro. Šalis, kuri keičia savo rekvizitus ar kitus duomenis, privalo, laikydamasi Sutartyje nustatytos informavimo tvarkos, apie pakeitimus raštu informuoti kitą Šalį;

8.1.2. kai Šalis, gavusi Sutartyje nustatytas sąlygas atitinkantį kitos Šalies prašymą perskaičiuoti Prekės kainą, raštu praneša tokį prašymą pateikusiai Šaliai apie sutikimą perskaičiuoti Prekės kainą, perskaičiuota Prekės kainą taikoma nuo susitarimo perskaičiuoti Prekės kainą sudarymo dienos arba nuo dienos, kada kitai Šaliai per Sutartyje nustatytą terminą buvo pranešta apie sutikimą perskaičiuoti Prekės kainą, priklausomai nuo to, kuri iš nurodytų aplinkybių įvyksta anksčiau;

8.1.3. kai Sutartyje nustatyta tvarka keičiami Sutarčiai vykdyti pasitelkiami subtiekJėjai arba pasitelkiami papildomi arba nauji subtiekJėjai.

8.2. Sutarties sąlygos Sutarties galiojimo laikotarpiu gali būti keičiamos Įstatymo 97 str. nustatytais atvejais ir pagrindais.

8.3. Sutarties galiojimo laikotarpiu Šalis, inicijuojanti Sutarties sąlygų pakeitimą, pateikia kitai Šaliai raštišką prašymą keisti Sutarties sąlygas bei dokumentų, pagrindžiančių prašyme nurodytas aplinkybes, argumentus ir paaiškinimus, kopijas. Į pateiktą prašymą pakeisti Sutarties sąlygą kita Šalis motyvuotai atsako ne vėliau kaip per 10 (dešimt) darbo dienų. Šalims nesutarus dėl Sutarties sąlygų keitimo, sprendimo dėl tolimesnio Sutarties vykdymo teisę turi Pirkėjas.

8.4. Sutarties pakeitimai įsigalioja po jų pasirašymo, jei Šalys nesusitaria kitaip. Sutarties pakeitimai yra neatskiriama Sutarties dalis.

8.5. Pirkėjas turi teisę vienašališkai ne teismo tvarka nutraukti Sutartį, pranešdamas apie tai Pardavėjui raštu ne vėliau nei prieš 15 (penkiolika) dienų dėl šių priežasčių:

8.5.1. jeigu Pardavėjas bankrutuoja kitomis nei Įstatymo 97 str. sąlygomis (jo turto ir pareigų perėmėjas nesutinka toliau vykdyti Sutarties tomis pačiomis sąlygomis);

8.5.2. jeigu paaiškėja, kad Pardavėjas, siekdamas Sutarties, buvo sudaręs susitarimą, neleistinai ribojantį konkurenciją;

8.5.3. jeigu Pardavėjas vėluoja pristatyti Laivą ilgiau nei 90 (devyniasdešimt) dienų.

8.5.4. jeigu dėl nenugalimos jėgos Laivo tiekimas turi būti atidėtas neapibrėžtam laikotarpiui arba kai nenugalimos jėgos aplinkybės trunka ilgiau nei 6 (šešis) mėnesius po Laivo pristatymo termino, įskaitant visus Sutartyje nustatytus tokio termino pratęsimus, pabaigos;

8.5.5. jeigu Laivas ar bet koks tarpinis jo rezultatas yra prarandamas arba sugadinamas iki jo perdavimo Pirkėjui ir dėl tokių priežasčių Pardavėjui tampa neįmanoma Sutartį įvykdyti laiku, ir aplinkybės nebuvo pašalintos per 90 dienų;

8.5.6. jeigu paaiškėja, kad Pardavėjui taikomas turto areštas ar laikinosios apsaugos priemonės, Pardavėjas sudarė taikos sutartį su kreditoriais, atsirado pagrindai bankroto ar restruktūrizavimo bylai iškelti, paduotas pareiškimas dėl bankroto ar restruktūrizavimo bylos Pardavėjui iškėlimo, iškelta bankroto ar restruktūrizavimo byla, susidarė mokestiniai įsiskolinimai ar yra kitos svarbios aplinkybės, ir šių aplinkybių visuma sudaro prielaidą, kad Pardavėjas nebus pajėgus įvykdyti Sutartį laiku ar kokybiškai, ar gali būti apsunkintas nuostolių išieškojimas dėl Sutarties pažeidimo;

8.5.7. jeigu Pardavėjas (įskaitant bet kurį iš Pardavėjo darbuotojų, tarpininkų, subtiekJėjų, atstovų ir kt.) duoda arba pasiūlo (tiesiogiai arba netiesiogiai) bet kuriam Pirkėjo darbuotojui bet kokią naudą daikto, piniginio atlygio, komisinių, paslaugų arba kitos materialios ar nematerialios naudos forma kaip paskatą arba apdovanojimą už bet kurio su Sutartimi susijusio veiksmo atlikimą arba susilaikymą jį atlikti, arba už palankumo arba nepalankumo parodymą arba susilaikymą juos parodyti (kyšį) bet kuriam su Sutartimi susijusiam asmeniui. Pirkėjui nutraukus Sutartį šiuo pagrindu, Pardavėjas privalo atlyginti Pirkėjui faktiškai patirtas išlaidas, susijusias su Sutarties vykdymo užbaigimu, bei kompensuoti visus dėl Sutarties nutraukimo patirtus nuostolius;

8.5.8. kai Pardavėjas Sutartyje nustatyta tvarka nepateikia Sutarties įvykdymo užtikrinimo, pratęsimo;

8.5.9. jei Pardavėjui apskaičiuoti delspinigiai viršija 10 (dešimt) proc. pradinės Sutarties vertės;

8.5.10. kai Lietuvos Respublikos Vyriausybė Nacionaliniam saugumui užtikrinti svarbių objektų apsaugos įstatymo nustatyta tvarka priima sprendimą, patvirtinantį, kad Sutartis neatitinka nacionalinio saugumo interesų;

8.5.11. esant Įstatymo 98 straipsnio 1 dalies 1–4 punktuose numatytiems pagrindams;

8.5.12. kitais Sutartyje numatytais atvejais.

8.6. Pirkėjui nutraukus Sutartį 8 dalyje nustatytais pagrindais, Pardavėjas privalo grąžinti Pirkėjui visas iš jo gautus mokėjimus pagal Sutartį nuo tos dienos, kurią Pirkėjas sumokėjo Pardavėjui.

8.7. Pardavėjas turi teisę nutraukti Sutartį, pranešdamas apie tai Pirkėjui raštu prieš 14 (keturiolika) dienų, jeigu Pirkėjas vėluoja atsiskaityti ilgiau nei 14 (keturiolika) dienų ir, nepaisydamas Pardavėjo raštu įteiktų prašymų, neištaiso padėties per Pardavėjo nurodytą terminą.

8.8. Šalys nedelsiant, bet ne vėliau kaip per 5 (penkias) dienas, vienašališkai nutraukia Sutartį arba sustabdo jos vykdymą privalomų tarptautinių sankcijų, kaip tai apibrėžta Europos Sąjungos teisės aktuose, įgyvendinimo laikotarpiui, apie tai įspėjęs kitą šalį raštu, jei Sutartis įsigaliojo iki šių tarptautinių sankcijų įgyvendinimo nustatymo.

## 9. ŠALIŲ ATSAKOMYBĖ

9.1. Jei dėl Pirkėjo kaltės nesumokama už tinkamai Pardavėjo perduotą kokybišką Prekę per Sutartyje nustatytą terminą, Pardavėjo pareikalavimu Pirkėjas privalo sumokėti Pardavėjui už kiekvieną uždelstą dieną 0,05 (penkių šimtųjų) proc. dydžio delspinigius nuo laiku nesumokėtos sumos, neviršijant 10 (dešimties) proc. pradinės Sutarties vertės.

9.2. Jeigu Pardavėjas dėl savo kaltės vėluoja pristatyti laivą pagal Sutartyje nustatytus terminus daugiau kaip 30 (trisdešimt) dienų (išskyrus 9.3. punkto atvejį, kai atsakomybė taikoma kitokia tvarka), Pardavėjas Pirkėjo reikalavimu privalo sumokėti Pirkėjui 0,05 (penkių šimtųjų) proc. dydžio delspinigius už kiekvieną uždelstą dieną nuo Sutarties kainos be PVM. Pirkėjui reikalaujant Pardavėjas privalo sumokėti baudas ir atlyginti nuostolius, kurių nepadengia baudos.

9.3. Jei Pardavėjas nepristato Laivo nustatytu terminu arba nepašalina trūkumų Sutartyje nustatyta tvarka ir terminais, Pirkėjas turi teisę be oficialaus įspėjimo ir nesumažindamas kitų savo teisių gynimo būdų pradėti skaičiuoti 0,05 (penkių šimtųjų) proc. dydžio delspinigius nuo Sutarties kainos be PVM už kiekvieną termino praleidimo dieną. Pirkėjui reikalaujant Pardavėjas privalo sumokėti delspinigius ir atlyginti nuostolius, kurių nepadengia delspinigiai. Delspinigių sumokėjimas neatleidžia Šalių nuo pareigos vykdyti Sutartyje prisiimtus įsipareigojimus.

## 10. SUTARTIES ĮVYKDYMO UŽTIKRINIMAS, AVANSINIO MOKĖJIMO GRĄŽINIMO GARANTIJA IR DRAUDIMAS

10.1. Sutarties įvykdymas užtikrinamas banko išduota garantija. Sutarties įvykdymo užtikrinimo suma – 5 (penki) proc. nuo pradinės Sutarties vertės.

10.2. Pardavėjas per 14 (keturiolika) dienų po Sutarties pasirašymo privalo pateikti Pirkėjui neatšaukiamą pirmo pareikalavimo Sutarties įvykdymo užtikrinimo dokumentą – banko garantiją. Sutarties įvykdymo užtikrinimo dokumento projektas turi būti pateiktas Pirkėjui suderinti.

10.3. Sutarties įvykdymo užtikrinimo dokumento galiojimo terminas privalo būti ne mažiau kaip 30 (trisdešimčiai) dienų ilgesnis nei Laivo pristatymo terminas. Sutarties įvykdymo užtikrinimo dokumentas privalo galioti visiems Pardavėjo įsipareigojimams pagal Sutartį, įskaitant baudas, delspinigius, palūkanas ar kitas pagrįstai pagal Sutartį iš Pardavėjas reikalaujamas sumas.

10.4. Jei Sutarties galiojimo laikotarpiu, baigiantis Sutarties įvykdymo užtikrinimo dokumento galiojimo terminui, Sutartyje nustatytais sąlygomis Laivo pristatymo terminas yra pratęsiamas arba nukeliamas dėl Sutarties sustabdymo arba vėluojama pristatyti Laivą Pirkėjui, Pardavėjas ne vėliau nei likus 5 (penkioms) darbo dienų iki pateikto Sutarties įvykdymo užtikrinimo dokumento galiojimo termino pabaigos privalo pateikti pratęstą Sutarties įvykdymo užtikrinimo dokumentą arba pateikti naują Sutarties įvykdymo užtikrinimą ir apmokėjimo už jį patvirtinančio dokumento kopiją, tokiam terminui, kiek yra pratęsiamas Laivo pristatymo terminas, arba, kai Laivo pristatymo terminas negali būti pratęstas – tokiam laikotarpiui, per kurį Pardavėjas numato pristatyti Laivą ir papildomam 30 (trisdešimties) dienų terminui.

10.5. Pardavėjui nepratęsus Sutarties įvykdymo užtikrinimo dokumento galiojimo termino, Sutartyje nustatytais atvejais nepateikus Sutarties įvykdymo užtikrinimo perskaiciuotai Pradinei

sutarties vertei, Pirkėjas turi teisę savo pasirinkimu sustabdyti mokėjimus pagal Sutartį arba nutraukti Sutartį, jeigu Pardavėjas, gavėjas raštišką Pirkėjo pranešimą, per protingą terminą nepašalina tokio pažeidimo.

10.6. Pardavėjas turi pateikti Pirkėjui neatšaukiamą pirmo pareikalavimo besąlyginę avansinio mokėjimo grąžinimo pirmajam avansiniams mokėjimui užtikrinimo garantiją, kurios vertė yra lygi 100 (vienam šimtui) procentų Sutartyje nurodyto avansinio mokėjimo sumai. Avansinio mokėjimo grąžinimo garantijos projektas turi būti pateiktas Pirkėjui suderinti.

10.7. Avansinio mokėjimo grąžinimo užtikrinimo garantija turi būti išduota banko (turinčio (ar jei jį turi patronuojantis bankas) ne mažesnę kredito reitingą kaip Standard & Poor's – A-, ar Moody's – A3, ar Fitch – A-), avansinio mokėjimo grąžinimo užtikrinimo garantijos galiojimo terminas privalo būti ne trumpesnis kaip 30 (trisdešimt) dienų po Laivo perdavimo Pirkėjui dienos arba Sutarties nutraukimo dienos.

10.8. Pirkėjas gali pasinaudoti Sutarties įvykdymo užtikrinimu jei reikalaujamą sumą Pirkėjas grąžina vadovaudamasis galutiniu ir neskundžiamu teismo sprendimu pagal Sutarties sąlygas esant bet kuriai iš žemiau nurodytų aplinkybių:

10.8.1. Pardavėjas neįvykdė, nevykdo arba netinkamai vykdo savo materialinius įsipareigojimus pagal Sutartį;

10.8.2. Pardavėjas per protingai nustatytą laikotarpį neįvykdo Pirkėjo nurodymo ištaisyti Prekės trūkumus teisių gynimo laikotarpiu pagal pramonės standartą, dėl kurio susitarė abi šalys;

10.8.3. jei dėl bet kokių Pardavėjo veiksmų (veikimo ar neveikimo) Pirkėjas patyrė faktinius nuostolius (įskaitant, bet neapribojant, papildomas išlaidas, negautas pajamas ar kitus tiesioginius nuostolius, delspinigius ir (arba) baudas;

10.8.4. Pardavėjas be pateisinamos priežasties (ne Sutartyje ar Lietuvos įstatymuose nustatytais atvejais) vienašališkai nutraukia Sutartį.

## 11. KONFIDENCIALUMAS

11.1. Sutarties turinį sudaranti ir (ar) su ja susijusi informacija, taip pat Sutarties vykdymo metu Šalių viena kitai tiek sąmoningai, tiek atsitiktinai atskleista bet kokia kita informacija (išskyrus informaciją, kuri teisės aktų pagrindu negali būti laikoma konfidencialia informacija, taip pat informacija, kuri gali būti viešai prieinama) yra konfidenciali. Kiekviena Šalis įsipareigoja neatskleisti jokios vykdant Sutartį iš kitos Šalies gautos ar su Sutarties vykdymu susijusios konfidencialios informacijos. Ši informacija tiek Sutarties galiojimo laikotarpiu, tiek Sutarčiai pasibaigus tretiesiems asmenims gali būti atskleista tik tiek, kiek toks informacijos atskleidimas yra būtinas Sutarčiai tinkamai vykdyti ir tik iš anksto gavus atitinkamą kitos Šalies raštišką sutikimą, laikantis asmens duomenų apsaugos reikalavimų.

11.2. Šalys susitaria, kad Pardavėjui atskleidus konfidencialią informaciją, Pardavėjas atlygins Pirkėjui visus tiesioginius nuostolius. Šalys susitaria, kad Pirkėjui atskleidus konfidencialią informaciją, Pirkėjas atlygins Pardavėjui visus tiesioginius nuostolius.

11.3. Kiekviena Šalis privalo užtikrinti, kad būtų laikomasi Europos Sąjungos ir Lietuvos Respublikos teisės aktų, reglamentuojančių valstybės, tarnybos ar komercinę paslaptis ir duomenų apsaugą. Šalys įsipareigoja užtikrinti asmens duomenų saugumą bei asmens duomenų tvarkymą vykdyti teisėtai, vadovaujantis 2016 m. balandžio 27 d. priimto Europos Parlamento ir Tarybos reglamento (ES) 2016/679 dėl fizinių asmenų apsaugos tvarkant asmens duomenis ir dėl laisvo tokių duomenų judėjimo ir kuriuo panaikinama Direktyva 95/46/EB (Bendrasis duomenų apsaugos reglamentas) ir kitų teisės aktų, reglamentuojančių asmens duomenų tvarkymą, nuostatomis. Pardavėjas patvirtina, kad yra informuotas apie Pirkėjo asmens duomenų tvarkymo taisykles, kurios skelbiamos adresu [www.vvkd.lt](http://www.vvkd.lt), ir yra su jomis susipažinęs.

11.4. Šalys negali viena kitos duomenų naudoti tiesioginės rinkodaros tikslais (taip pat ir reklaminio pobūdžio pranešimams siųsti).

## 12. SUSIRAŠINĖJIMAS IR UŽ SUTARTIES VYKDYMĄ ATSAKINGI ASMENYS

12.1. Šalys susirašinėja lietuvių ir anglų kalba. Visi pranešimai, sutikimai ir kitas susižinojimas, kuriuos Šalis gali pateikti pagal Sutartį, bus laikomi galiojančiais ir įteiktais tinkamai, jeigu jie yra įteikti Šalies atstovui arba atsiųsti paštu, elektroniniu paštu Sutartyje nurodytais adresais.

12.2. Jei pasikeičia Sutartyje nurodytas Šalies adresas ir (ar) kiti duomenys, taip pat už Sutarties vykdymą atsakingas asmuo, Šalis turi informuoti kitą Šalį, pranešdama apie tai ne vėliau kaip prieš 5 (penkias) darbo dienas. Bet kokie Šalies reikalavimai, kylantys iš netinkamai įteiktų pranešimų ar su jais susiję, bus laikomi nepagrįstais.

Pirkėjo už Sutarties vykdymą atsakingas asmuo –

Pardavėjo už Sutarties vykdymą atsakingas asmuo –

12.5. Šalys gali keisti Sutartyje nurodytus atstovus bei jų kontaktinius duomenis vienašaliu rašytiniu pranešimu.

## 13. NENUGALIMOS JĖGOS APLINKYBĖS (FORCE MAJEURE)

13.1. Jei Laivo statyba ar pristatymas vėluoja arba bet kokie darbai, kuriuos Pardavėjas turi atlikti pagal šią Sutartį, yra sustabdomi ar apsunkinami dėl tokių įvykių, kaip: Nelaimės; karas ar kiti karo veiksmai arba pasiruošimas jiems, pilietiniai neramumai, riaušės ar sukilimai; blokados; embargai, eksporto ar importo apribojimai; epidemijos; pandemijos; streikai, lokautai ar kiti darbo neramumai ar sunkumai; žemės drebėjimai; žemės nuošliaužos; potvyniai; išskirtinai ir neįprastai nepalankios oro sąlygos; ilgalaikis elektros srovės sutrikimas; gaisro, žaibo ar sprogimo padaryta žala; su sąlyga, kad bet kuriuo tokiu atveju vėlavimo nebuvo galima išvengti Pardavėjui dedant protingas pastangas, arba jei Laivo statyba ar pristatymas vėluoja dėl bet kurios iš pirmiau minėtų force majeure priežasčių, turinčių įtakos kitiems Pardavėjo įsipareigojimams, tuomet ir bet kuriuo tokiu atveju tokiu būdu sukeltas vėlavimo dienų skaičius yra leistinas vėlavimas, o Laivo pristatymo data nukeliama tokiai bendrai leistinų vėlavimų sumai.

13.2. Per 2 dienas po to, kai Pardavėjas sužino apie nenugalimos jėgos (force majeure) aplinkybių mastą, Pardavėjas apie tai raštu praneša Pirkėjui, nurodydamas tokio vėlavimo mastą.

13.3. Šalis, prašanti ją atleisti nuo atsakomybės, privalo pranešti kitai Šaliai raštu apie nenugalimos jėgos aplinkybes nedelsdama, bet ne vėliau kaip per 3 (tris) darbo dienas nuo tokių aplinkybių atsiradimo ar paaiškėjimo, pateikdama įrodymus, kad ji ėmėsi visų pagrįstų atsargumo priemonių ir dėjo visas pastangas, kad sumažintų išlaidas ar neigiamas pasekmes, taip pat pranešti galimą įsipareigojimų įvykdymo terminą. Pranešimo taip pat reikalaujama, kai išnyksta įsipareigojimų nevykdymo pagrindas. Jeigu Šalis laiku neišsiunčia pranešimo arba neinformuoja, ji privalo kompensuoti kitai Šaliai žalą, kurią ši patyrė dėl laiku nepateikto pranešimo arba dėl to, kad nebuvo jokio pranešimo.

13.4. Jeigu nenugalimos jėgos (force majeure) aplinkybės tęsiasi ilgiau negu 1 (vieną) mėnesį nuo pranešimo apie jas gavimo dienos, bet kuri Šalis gali nutraukti Sutartį apie tai pranešusi kitai šaliai prieš 5 (penkias) darbo dienas. Nenugalima jėga nelaikoma tai, kad Šalis neturi reikiamų finansinių išteklių arba skolininko kontrahentai pažeidžia savo prievoles, arba skolininkas pažeidžia savo prievoles kontrahentams.

## 14. BAIGIAMOSIOS NUOSTATOS

14.1. Sutartis sudaryta lietuvių ir anglų kalba (jei Pardavėjas yra užsienio įmonė) sudarant elektroninį dokumentą, abiejų Šalių pasirašoma elektroniniu parašu.

14.2. Vienos iš Sutarties sąlygos negaliojimas nedaro negaliojančios visos Sutarties, išskyrus atvejus, kai Šalys be tos sąlygos Sutarties apskritai nebūtų sudariusios. Šalys susitaria, kad vienos iš Sutarties sąlygų negaliojimo atveju, jeigu toks jos negaliojimas nedaro negaliojančios visos Sutarties, minėta sąlyga Šalių rašytiniu susitarimu turės būti nedelsiant pakeista nauja galiojančia sąlyga, kuri pagal prasmę ir turinį būtų artimiausia negaliojančiai sąlygai bei turėtų analogišką teisinį ir ekonominį rezultatą, kaip ir pakeistoji sąlyga.

14.3. Esant neatitikimų tarp Sutarties ir techninės specifikacijos nuostatų, vadovaujamosi Sutarties sąlygomis.

14.4. Sutarčiai taikoma Lietuvos Respublikos teisė. Ginčai, kilę tarp Šalių dėl Sutarties, sprendžiami derybomis, o nepavykus susitarti derybomis – teismine ginčų sprendimo tvarka Lietuvos Respublikos teisme. Nustatomas sutartinis teisingumas teismams, esantiems Vilniaus mieste.

14.5. Sutartyje dienomis nustatyti terminai skaičiuojami kalendorinėmis dienomis (d.), jei kitaip nenustatyta Sutartyje.

14.6. Šalys patvirtina, kad Sutartį perskaitė, suprato jos turinį ir pasekmes, priėmė ją kaip atitinkančią jų tikslus ir pasirašė.

14.7. Sutarties priedai yra neatskiriama jos dalis. Sutarties priedai:

14.7.1. Sutarties 1 priedas – techninė specifikacija, 27 lapai;

14.7.2. Sutarties 2 priedas – Pardavėjo pasiūlymas, ... lapai.

14.7.3. Sutarties 3 priedas – Baterijų techninė dokumentacija.

## 15. ŠALIŲ DUOMENYS IR PARAŠAI

### **Pirkėjo vardu**

#### **AB Vidaus vandens kelių direkcija**

Raudondvario pl.113, LT-47186 Kaunas

Kodas 132090925

PVM mokėtojo kodas LT320909219

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AB SEB bankas

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El. p. [vvkd@vvkd.lt](mailto:vvkd@vvkd.lt)

Generalinis direktorius

Vladimiras Vinokurovas

### **Pardavėjo vardu**

#### **Kotug Push-it BV**

Waalhaven O.z 77, 3087BM Rotterdam

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Komercijos vadovas

O.Munir

<i>EIL. NR.</i>	<i>TECHNICAL REQUIREMENT</i>	<i>COMPLIANCE WITH THE REQUIREMENTS OF THE TECHNICAL SPECIFICATION  (to be completed by the Supplier)</i>
<b>I. GENERAL</b>		
1.	<p><b>1.1. Objective</b></p> <p>The joint stock company Inland Waterways Authority (hereinafter referred to as the 'Buyer') plans to purchase an electric <i>inland water</i> pusher (hereinafter referred to as the 'pusher/boat') suitable for shallow waters, the motors of which are powered by electricity from batteries. The batteries must be removable from the vessel for charging. The pusher shall be designed to push a barge without propulsion.</p> <p>This Technical Specification provides the basic information, standards and technical requirements to enable the Vendor to carry out detailed engineering and manufacturing work in accordance with the requirements of the applicable rules and regulations.</p> <p>The Seller shall be responsible for the design and construction of the Vessel in accordance with the performance requirements set out and the recommended shipbuilding methodology and best practice. The Vendor is encouraged to use innovative solutions and existing designs.</p> <p>The supplier's tender shall include all parts, machinery, works and services which, although not expressly provided for in the technical specification, are necessary for the manufacture, delivery, commissioning and safe operation of a vessel complying with the requirements of this technical specification, as required by law and by the rules of the classification society, and which are necessary and customary on equivalent vessels, without incurring any additional cost to the buyer. The choice of dimensions, quantities and manufacturer shall be in accordance with the general technical rules, requirements and normal shipbuilding practice. All drawings, diagrams and calculations shall be checked against the actual condition and, where</p>	

necessary, submitted to the buyer for approval and, where appropriate, to the chosen classification society.

### **1.2 Abbreviations**

The following abbreviations are used in the Technical Specification:

- AVMS - Automatic Control and Monitoring System.
- BMS - Battery management system.
- PMS - Power management system.
- LTSA - Lithuanian Transport Safety Administration.
- AC - alternating current.
- DC - direct current.
- BESS (Lithium Battery Energy Storage Systems)
- 'Classification society' means a ship classification society, the national body for the classification and maintenance of ships. It prepares and issues rules for the design and classification of ships, establishes requirements for civil maritime safety and the protection of life and the carriage of cargo; examines the design of ships, their equipment and other technical documentation; supervises the construction and operation of ships by periodically inspecting the condition of the ships; carries out measurements of the ships and assigns classes according to the purpose of the ship, the strength of the hull, the reliability of the machinery and so on; and issues classification certificates authorising the ship to operate and granting better insurance conditions and benefits.

### **1.3. Standards**

The design and construction of the hull shall be in accordance with the vendor's standards, the classification society's rules and other applicable requirements and regulations in the field, and the construction of the other parts of the ship (other than the hull) shall be in accordance with the vendor's standards and other applicable requirements and in the field regulations.

The Vessel's machinery, systems and equipment shall be subjected to tests required for ESTRIN certification in accordance with ESTRIN regulations.

The metric system shall be used for the design and construction of the hull, machinery and equipment.

#### **1.4 Documentation and drawings**

During the performance of the Contract, the Seller shall provide the Buyer with a complete list of documents (with its planned timetable for issue and delivery) corresponding to the scope of work as specified in the tender documentation, to be approved by the classification society and necessary for the construction of the vessel. Such list of documents shall be updated at the request of the classification society. The documents submitted and the approvals granted shall not relieve the vendor of its responsibility for the performance of the work under the contract throughout the contract period.

The quality of design, construction, installation, inspection, testing and workmanship not covered by the Technical Specification shall be implemented in accordance with the Vendor's work plans for the construction of the vessel.

##### **1.4.1. Approval of drawings**

Before and during construction, all general drawings of the ship (general arrangement of the ship, arrangement of decks, arrangement of the control console, arrangement of machinery) shall be submitted to the classification society for approval.

All drawings must be detailed, showing the layout of assemblies and systems.

Within 15 calendar days from the date of submission, the buyer shall approve or comment in writing on the vessel design and drawings. If no comments are submitted within this period, the document shall be deemed to be approved. The Seller shall, taking into account the Buyer's comments, make the modifications within 20 calendar days or within a reasonable period agreed between the parties, the duration of which shall be justified by the Supplier.

At the time of approval, the seller shall incorporate the buyer's comments into the shipbuilding design and drawings if the changes are in accordance with this

technical specification. Changes to the drawings will require an updated Buyer's approval.

#### **1.4.2. Completed drawings**

Two (2) sets of all drawings, plans, schematics in paper format and two (2) sets in digital format (PDF. format) shall be submitted prior to the handover of the vessel to the buyer. The drawings shall be scanned using AutoCad. The results of the stability and stability calculations shall be submitted in three (3) copies. Upon delivery of the vessel, the final master layout plan shall be submitted to the buyer in triplicate. The drawings (in colour) shall be submitted laminated and framed:

- Fire safety and rescue plan.
- Drainage plan.
- External fire-fighting plan.
- Manoeuvrability information.
- Tank measuring tables (without framing).

#### **List of drawings, diagrams, plans**

The Seller shall deliver to the Buyer at the time of handing over the Vessel not less than the following drawings, diagrams and plans:

- general layout;
- midelio section;
- construction plan with cross-sections;
- a hull liner;
- all structural drawings of the hull, decks, etc. of the metallic , i.e. all metal structures;
- tank test plan;
- tank deployment plan;
- a docking plan with the positions and number of docking units;
- a fire safety and rescue plan;
- a general arrangement drawing showing the auxiliary machinery, piping, electrical cable routes, flooring, locations of electrical panels, etc., of these components:

- |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"><li>- the engine room;</li><li>- battery rooms;</li><li>- pumping stations;</li><li>- a pipe tunnel;</li><li>- steering rooms;</li><li>- air-cooling and ventilation rooms;</li><li>• mooring equipment (mooring winches, spars, outriggers, cleats, knuckles);</li><li>• anchoring equipment (anchor, chains, cleats, chain boxes);</li><li>• a drawing of the superstructure and wheelhouse layout with cross-sections;</li><li>• Furniture layout;</li><li>• Walls and ceilings in living areas;</li><li>• door plan;</li><li>• Window plan;</li><li>• floor plan;</li><li>• insulation plan;</li><li>• paint scheme and paint specification;</li><li>• Ventilation and air conditioning plan, ducts, filters;</li><li>• fire valves;</li><li>• deck layout;</li><li>• metal ladders, platforms and stairs;</li><li>• hatch plan;</li><li>• railing plan;</li><li>• Chart of marks (draught, freeboard mark, etc.);</li><li>• cathodic protection plan;</li><li>• stems;</li><li>• antenna plan;</li><li>• Sensor placement;</li><li>• Power plant layout;</li></ul> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- arrangement of the drive train;
- drawings of all pipes, with clearances between bulkheads and all details;
- drawings of fresh water, storm water, sewage, cargo, hydraulic, heating, electrical, radio and navigational equipment and other on-board systems;
- technical specifications with descriptions of equipment and machinery;
- List of approved fluids and oils;
- foundations (foundations) of major equipment (e.g. main, auxiliary gears, winches, etc.);

test protocol.

#### **1.4.4. Instruction documentation**

The seller shall provide two sets (in paper format) and two sets in electronic format of all equipment, machinery, certificates of conformity, descriptions, operator's *manuals*, *workshop manuals*, catalogues of *spare* parts and other documentation in accordance with the seller's list of documentation, of which one set shall be completed on board in accordance with the list of completed plans, at the time of delivery of the vessel to the buyer.

Spare parts lists (catalogues) for all equipment and installed equipment must state:

- a position number indicating a complete and legible drawing.
- the name or description of the part.
- unique part number.
- Detailed specification (including make, type, relevant dimensions, standard material, etc.) of commonly sold parts such as fasteners, bearings (roller bearings, cylindrical roller bearings, etc.), seals (sealing rings, cylinder seals, etc.), hydraulic components, electrical components, couplings, hoses, tracking devices, attachments and fittings (valves, check valves, etc.).

The scope of completion of the completed plans shall be in accordance with the Vendor's standard, including any specific completed plan as required by the Contract Documents. The maintenance and repair manuals and spare parts catalogues provided shall ensure that the buyer is able to carry out all maintenance and repair work and spare parts orders properly. The instruction books and spare parts catalogues shall be supplied in the original form, as normally supplied by the manufacturers of the products concerned, in both English and Lithuanian.

Sufficient fuel, sewage, sludge or bilge piping diagrams, colour-coded piping diagrams, laminated safety and fire precautions plans, as required by the authorities, shall be affixed at appropriate locations on board.

#### **1.5 Occupational health and safety instructions**

The seller shall provide, together with all the ship's documentation, at the time of the acceptance of the pusher, the detailed occupational health and safety instructions for the crew to ensure the safe operation of the ship in different meteorological conditions:

- Instructions for use of the vessel and its machinery.

#### **1.6 Training of the Buyer's crew**

The seller shall, after handing over the vessel to the buyer within 14 calendar days at the latest, train the buyer's crew (captain and chief engineer) in the proper and safe operation of the vessel at the seller's expense. The duration of the training shall not be less than 5 calendar days.

#### **1.7. Schedules**

The seller will be required to submit a design and construction action plan within the deadlines set out in the contract.

#### **1.8 Language**

All design and construction documents and drawings to be submitted to the buyer shall be in both English and Lithuanian, and the inscriptions and plates on the main engine, auxiliary machinery, electrical, steering gear and necessary valves shall be

in both English and Lithuanian, using the metric system of measurement.

#### **1.9 Model of the vessel**

The seller shall provide one model of the vessel in a scale of at least M1:50 before handing over the vessel to the buyer.

#### **1.10 Description of the vessel**

The pusher shall be designed and built as an environmentally friendly, green vessel powered by electric motor(s). The push boat will be operated on the Kaunas-Klaipėda route on the river Nemunas. The vessel shall be powered by electric motor(s), each driving one propeller.

The hull and superstructure shall be made of metal, the superstructure being located in the bow. The wheelhouse (bridge) shall be movable by means of hoists. The height of the lowered wheelhouse (bridge) from the waterline shall be not more than 5,5 m. The height of the raised wheelhouse (bridge) shall ensure good visibility (including that of the barge being pushed with a loaded cargo: a fully loaded formation) as provided for in the European Standards, , LTSA Orders. The height of the raised wheelhouse shall not be less than 12,0 m (at eye level) from the waterline.

#### **1.11. Rules and Documents**

The pusher craft shall be designed and its hull shall be built to the requirements of a classification society recognised by .

The vessel will be registered in the Inland Waterways Register of the Republic of Lithuania, sailing area - Inland Waters, Klaipėda port. The Seller shall be responsible for ensuring that the Vessel is designed and constructed in accordance with the requirements and regulations in force or coming into force on the date of signing of the Acceptance and Delivery Certificate.

Where there is a discrepancy between the requirements described in the legislation or standards, the requirements and legislation with the more stringent requirements must be followed.

The vessel will be required to have all the certificates and documents required for registration by the classification society to whose requirements it will be built

	<p>and/or by the Transport Safety Administration of the Republic of Lithuania. Two copies of each certificate and document, an original and a copy, must be presented at the time of delivery.</p> <p>The Seller undertakes to prepare all the documents necessary to register the vessel in the Register of Ships of the Republic of Lithuania in order to obtain a valid technical inspection, and the Buyer undertakes to ensure that the vessel is registered in the Register of Ships of the Republic of Lithuania and has a valid technical inspection.</p>
<b>II. FUNCTIONALITY</b>	
2.	<p><b>2.1</b> The pusher shall comply with the operating environmental conditions:</p> <ol style="list-style-type: none"> <li>1. Be capable of pushing a barge and cargo (total weight not less than 2000 tonnes) of not less than 75 m in length by not more than 16 m in breadth with a loaded height from the deck of the barge of not less than 6,5 m (in two rows of 40-foot high-cube container type);</li> <li>2. Be able to ensure (pusher and barge) controllability of the convoy downstream, upstream, during turns and manoeuvres, moored at the berth, taking into account the total weight, length, breadth, height and area of the convoy (with cargo loaded on the barge);</li> <li>3. To ensure the controllability and tractability of the pusher and of the train of at least 2000 tonnes in winds of at least 12 m/s;</li> <li>4. It must be able to operate at an air temperature of at least -5°C to +35°C;</li> </ol>
	YES
	YES
	YES
	YES

	<p>Must be capable of operating at an outboard (river) water temperature of not less than 0°C to +30°C;</p> <p>5. It must be able to reach a speed of at least 10 km/h when pushing the formation and at a maximum engine load of 80%;</p> <p>6. The pusher must be able to swim a distance of 300 km;</p> <p>7. The pusher must be new (unused).</p>	<input type="text" value="YES"/>	
		<input type="text" value="YES"/>	
		<input type="text" value="YES"/>	
<b>III. MAIN CHARACTERISTICS</b>			
3.	3.1. Length of the pusher	Not more than 26 m	21,25m
	3.2 Width of the pusher	Not more than 12 m	11,50m
	3.3. Maximum draught of the pusher (with the correct number of batteries)	Not more than 1,4 m	1,40m
	3.4 Maximum height of the pusher from the waterline	Not more than - 5,5 m	4,60m
	3.5. be able to sail while pushing a 2000t formation at not more than 80 % engine load	Not less than 10	12 km/h
	3.6. Pushing capacity of the formation (cargo and barge)	Not less than - 2000 t	2500t
	3.7 Crew	The crew will consist of 3 people. Accommodation is provided in one double and two single cabins	
<b>IV. HULL AND SUPERSTRUCTURE</b>			
4.	<p><b>4.1 General requirements</b></p> <p>All materials and equipment installed on board or delivered with the vessel must be new and certified. All ship's systems (piping, electrical cables, etc.) must be</p>		

<p>appropriately marked for their intended use. The vessel must be cleaned before delivery to the buyer.</p>
<p><b>4.2. Testing</b></p> <p>The ship's machinery, systems and equipment shall be subjected to static tests, dock tests and running tests in accordance with approved test programmes, in the presence of representatives of the purchaser .</p>
<p><b>4.3. Partitions</b></p> <p>The hull shall be divided into watertight transverse bulkheads which shall be located in such positions as the classification society requires.</p>
<p><b>4.4. Foundations of mechanisms</b></p> <p>Welded foundations of solid construction are used for the installation of motion mechanisms, generator sets, pumps, electrical equipment and other equipment. Foundations shall be designed to comply with the manufacturer's recommendations for weight and forces to be applied when the vessel is underway.</p>
<p><b>4.5 Off-board water abstraction</b></p> <p>The design will determine the need.</p>
<p><b>4.6 Water and ventilation outlets</b></p> <p>Drains and vents shall be provided in the internal structural members of all tanks, decks and main structures to ensure free movement of liquid and/or air to the .</p>
<p><b>4.7. Buttresses (support beams)</b></p> <p>All round the hull shall be fitted with round section tie beams (spars) of rubber or other material not inferior to rubber compound. The bulwarks shall be placed in a reinforced recess along the perimeter of the deck. The spacers shall be highly resistant to abrasion and tearing and shall withstand friction, impact during operation and mooring.</p>
<p><b>4.8. Other components</b></p> <p>All other components of the joining equipment in accordance with recommended shipbuilding methodology, best practice.</p>
<p><b>4.9 The stem</b></p> <p>The mast shall be of the retractable type mounted on the wheelhouse roof. The navigation mast shall be equipped with antennas and navigation lights.</p>

<p><b>4.10. Insulation</b></p> <p>Insulation in machinery spaces, battery compartments and all other areas of the ship shall be installed in accordance with the recommended shipbuilding methodologies and best practices recommended by</p>
<p><b>4.11 Windows, doors and hatches</b></p> <p>Doors, windows, hatches and covers, their arrangement and thickness shall comply with the mandatory legal requirements and be fitted in accordance with the shipbuilding methodologies and good practice recommended by .</p>
<p><b>4.12. Protection and painting of structural surfaces</b></p> <p>The surface of the entire hull and superstructure shall be prepared in accordance with the requirements of the painting scheme for priming and painting.</p>
<p><b>4.13. Cathodic protection</b></p> <p>The aluminium or zinc anodes for electrochemical protection shall be installed before the ship is launched and shall be located in the lines of the underwater part of the hull.</p>
<p><b>V. WHEELHOUSE AND ITS EQUIPMENT</b></p>
<p><b>5.1. Wheelhouse</b></p> <p>The wheelhouse shall be hydraulically raised. The elevating wheelhouse shall not endanger the stability of the vessel. The raising and lowering of the wheelhouse shall not interfere with operations from . The maximum height of the wheelhouse in the down position shall be 5,5 m from the waterline. The wheelhouse in the raised position shall ensure that the helmsman's visibility above the waterline is maintained in accordance with the requirements for visibility from the wheelhouse.</p> <p>5. The position of the wheelhouse shall ensure good bow visibility when in formation with a full container barge. It shall be possible to enter and leave the wheelhouse safely in any position. The lifting mechanism shall be operable from inside the wheelhouse. Means shall be provided to prevent uncontrolled descent of the wheelhouse. Adequate safeguards shall be in place to prevent the risk of injury from lowering the wheelhouse. A prominent and audible warning signal shall be activated automatically at the start of the lowering operation. The wheelhouse shall be of ergonomic design with a fully equipped control panel from which all</p>

	<p>processes of the vessel and its equipment shall be monitored and controlled. All controls for navigation and manoeuvring equipment shall be easily accessible and legible to the helmsman at the control panel. The helmsman shall have good visibility. The wheelhouse shall be equipped with a console for the navigation lights, a ship's clock, a barometer, an outside air temperature thermometer or a metrological station and a loudspeaker.</p>
	<p><b>5.2. Navigation and communication equipment</b></p> <p>The composition and quantity of navigation and communication equipment shall be based on the size of the vessel and the area of navigation, in accordance with the Inland Navigation Guidelines .</p>
<b>VI. LIVING LAMBS</b>	
6.	<p><b>6.1 Main engines</b></p> <p>The engine compartment shall be equipped with an electric motor(s) with all necessary equipment. The power of the motors shall be at least sufficient to ensure the conditions specified in the preceding specification. The engines shall be loaded up to 80 % under operating conditions and shall be capable of a speed of at least 10 km/h when pushing a complete and loaded formation (pusher, barge, cargo). The engines and other equipment shall be installed in accordance with the shipbuilding methodologies, best practices for this type of vessel. Provision shall be made for the engines and machinery to be removed from the engine room.</p>
	<p><b>6.2 Electric motors - generators</b></p> <p>The vessel shall be equipped with an electric motor-generator which, depending on the selected operating mode, is connected to the transmission to supply electricity to the vessel's consumers and to charge the main batteries.</p>
	<p><b>6.3. Remote technical assistance system</b></p> <p>The ship shall be equipped with a system that allows the shipbuilder to remotely access the EMSA to perform troubleshooting of the ship's electronic systems, to configure electronic equipment or to provide other technical assistance remotely. The remote access to the EMSA shall be designed in such a way that access to the ship's EMSA is granted by the buyer to the shipbuilder on a case-by-case basis, i.e.</p>

	<p>the shipyard cannot access and control the EMSA system at random times. The AVMS shall be able to connect to the systems listed in clauses 8.4; 8.10; 8.11; 8.12.</p>
	<p><b>6.4 Battery room</b></p> <p>The battery room shall be equipped in accordance with the requirements of the specific legislation , The room shall be equipped with ventilation, cooling, heating, security and other systems necessary to ensure the longevity and protection of batteries</p>
<b>VII. DENY'S EQUIPMENT</b>	
7.	<p><b>7.1 Anchoring and mooring equipment</b></p> <p>Anchorage, mooring connection facilities shall be installed in accordance with the requirements of the specific legislation . The number and size of anchors shall be calculated in accordance with the EU-TRIN or equivalent rules, taking into account the size of the pusher and the convoy.</p>
	<p><b>7.2 Rescue equipment</b></p> <p>The types, arrangement and quantity of life-saving appliances shall comply with the requirements of LTSA or equivalent for the size of the designed vessel, the sailing area and the number of persons on board.</p>
<b>VIII. SHIP'S SYSTEMS AND AUXILIARY MACHINERY</b>	
8.	<p><b>8.1 General requirements</b></p> <p>The ship shall have piping diagrams corresponding to the final layout of the equipment, reflecting the actual dimensions and flow characteristics.</p> <p>The installation of piping systems, including pipe diameters, thicknesses and all other parameters of each system shall be in accordance with recommended shipbuilding methodology, good practice</p>
	<p><b>8.2. Heating, ventilation and air conditioning</b></p> <p>Air conditioning, ventilation and heating must be provided in all living and working areas and must comply with the applicable sanitary standards, .</p> <p>The number, arrangement and management of fire dampers in accordance with recommended shipbuilding practices, best practice.</p>
	<p><b>8.3. Sanitation system</b></p>

The fresh water system shall provide for the reception of water into the fresh water tank, the supply of water to the hot water heater, and the washbasins in the sanitary facilities. The capacity of the fresh water tank shall ensure the autonomy of the vessel during two shifts of at least 5 days.

There shall be a drainage system for the collection of waste water and faecal water from sanitary appliances. The system shall be equipped with a fixed fecal pump for the connection of waste water to the shore facilities. The capacity of the sewage tank shall be such as to ensure the autonomy of the vessel during two shifts of at least 5 days.

#### **8.4 Drainage system**

An effective drainage system shall be in accordance with recommended shipbuilding methodology and best practice. In the case of sewage wells, the emergency alarm of water level and the control of the sewage pumps shall be via the EWMS.

#### **8.5 Drainage system**

A deck drainage system shall be fitted to remove water from the deck overboard. A compartment drainage system shall be fitted to drain condensation from the compartments.

#### **8.6 Ballast system**

The need for a ballast system to ensure that the pusher has the required draught and can float on a level keel shall be decided by the shipbuilder.

#### **8.7 Fire extinguishing system**

All fire-fighting systems, appliances on board shall be designed and installed in accordance with recommended shipbuilding methodology, best practice. .

#### **8.8. Hydraulic system**

The hydraulic system or systems shall be designed to supply hydraulic power to the hydraulic platform (steering gear) and other mechanisms such as steering gear as necessary. The hydraulic system or systems shall be designed and installed in accordance with best practice for ships under construction and the standards of the builder.

#### **8.9 Vessel lighting system**

The ship shall be provided with sufficient lighting sources, their arrangement and intensity of light intensity in accordance with the applicable regulations and to ensure good lighting in accommodation, service spaces, main deck, gangways and wherever necessary for safe working.

#### **8.10. Automatic Control and Monitoring System (ACMS)**

The vessel shall be equipped with a state-of-the-art Automatic Vessel Management and Surveillance System (AVSS), which shall include all the necessary functions to monitor and control the vessel's propulsion plant, batteries, machinery and systems when the engine room is without a duty officer. . The AVMS shall include at least:

- Control and monitoring of the ship's liquid levels in the tanks, the bilge water system.
- Control and monitoring of the ship's lighting and navigation lights.
- Control and monitoring of ventilation, cooling and heating systems.
- Control and monitoring of pumps, valves (dampers).
- Interface with BMS (Battery Management System.) and PMS (Power Management System.) systems.
- Interface to fire detection and alarm system.
- Alarm notification and memory storage.

The EWRS must be installed:

- 1 in the wheelhouse.
- 1 in the main battery room or engine room - monitoring and control of the electrical part.
- Other areas of the ship according to the vendor's standards.

Hardware and software shall be maintained by the manufacturer and shall be upgradeable throughout the service life of the vessel.

#### **8.11. Energy Efficiency Monitoring System**

The ship shall be equipped with an energy efficiency monitoring system that visually displays electricity consumption and indicates the best energy efficiency to the crew and shore-based administration. The system shall be able to receive from the vessel's AVSS the sailing data (sailing speed, electricity consumption, position

data for calculating the distance of passage and other data necessary for the efficient operation of the system) and shall be automatically sent to the buyer's server (in the cloud) where it shall be stored.

#### **8.12. Fire detection and alarm system**

A separate automatic fire/smoke detection alarm system shall be fitted in accordance with the requirements of for this type of vessel.

#### **8.13. Video surveillance system**

The vessel shall be equipped with a video surveillance system comprising at least:

- 1 monitor in the wheelhouse, which must be able to monitor images from different cameras;
- 1 CCTV camera in the engine room;
- 1 CCTV camera in the battery room;
- 1 CCTV camera in the bow;
- 1 CCTV camera at the stern.

CCTV cameras shall be of the marine type. It shall be possible to connect the cameras from a push barge.

#### **8.14. Inventory and equipment**

Professional navigational equipment shall be installed to support (Electronic Chart Display, Radar Imaging, RIS River Identification System or equivalent) systems.

The following equipment shall be carried on board:

- audible signal with microphone.
- the ship's bell;
- a digital weather station that records wind speed and direction, outside temperature, humidity, atmospheric pressure, and is connected to all navigational equipment where required;

Spare parts and ship's stores shall be delivered in accordance with best practice. Special tools for the maintenance of main and auxiliary engines and machinery shall be included in the scope of the order and shall be carried on board.

### **IX. ELECTRICAL PART**

	<p><b>9.1 General requirements</b></p> <p>Electrical systems shall be designed and installed, materials selected, installed and tested in accordance with the applicable EU standards for ships. All electrical installations shall comply with IEC or equivalent standards. .</p> <p>The pusher shall be fitted with an electrical connection (barge to pusher) for monitoring the barge's navigation lights, bilge water alarms and other systems from the wheelhouse.</p>
9.	<p><b>9.2 Ship's electrical network</b></p> <p><b>9.2.1. Electricity distribution system</b></p> <p>The ship's power distribution system will consist of the following power systems:</p> <ul style="list-style-type: none"> <li>• DC bus for propulsion system, batteries and 3-phase system</li> <li>• 3-phase AC system to supply power to pumps, fans and auxiliary deck equipment</li> <li>• 3-phase AC system to supply power to control systems, fans, auxiliary lighting, navigation equipment, etc. This shall be via system transformers.</li> <li>• 24VDC for navigation lights, alarms etc. This shall be done via 230V AC converters of the 230VAC/24VDC system.</li> </ul> <p><i>Note: The exact voltage of the main DC bus must be selected according to the optimum voltage value of the main consumers, i.e. the propulsion system motors and the BESS.</i></p> <p><b>9.2.2. Main distribution panel and DC bus</b></p> <ul style="list-style-type: none"> <li>• The main distribution panel will have to be located in the distribution panel room and will be subdivided into individual panels and will have all the necessary elements for control, power, protection and distribution of the battery system.</li> <li>• The Supplier is entitled to propose alternative options.</li> </ul>
	<p><b>9.3 Shore power connection and charging of main batteries</b></p> <p>The shore connection will be part of the main distribution panel. It is assumed that the AC/DC converter will be part of the shore-side power supply infrastructure in order to reduce the weight of the vessel and save space.</p>

**9.4 Accumulators, batteries**

Main batteries shall be designed for heavy-duty operation, have a battery management system (BMS), good battery cooling, heating and hazardous gas venting. . The batteries shall be selected according to the ship's mode of operation and shall have a service life of at least 2 years. Batteries shall be removable from the vessel on shore for charging.

**9.5 Electrical cables**

All cables shall comply with IEC or equivalent standards.

The supplier must submit with the tender documents demonstrating compliance with the characteristics proposed in the technical specification, such as drawings, documents complying with standards, technical specifications, etc. (optional). Technical specifications for batteries must be provided. The documents may also be submitted in English.

## Annex 6 to the Conditions of Purchase "Proposal Form"

Coat of arms or trade mark

Kotug Push-it BV

(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)

AB Inland Waterways Directorate

**PROPOSAL  
FOR THE PURCHASE OF AN ELECTRIC PUSHER**

4-4-2025                      No.  
\_\_\_\_\_  
(Data)  
Rotterdam  
\_\_\_\_\_  
(Place of Conclusion)

Table 1

Name of the supplier (in the case of a group of economic operators, please specify: a group of economic operators, acting on the basis of a joint operating agreement, consisting of: (specify the names of all partners))	Kotug Push-it BV
Responsible partner (indicate the name of the responsible partner if the proposal is submitted by a group of economic operators)	
Supplier's address	Waalhaven O.z 77, 3087BM Rotterdam
Company code	80094821
VAT payer code	NL861553147B01
Bank name, bank code, account number	ABNAMRO, ABNANL2A, NL94ABNA0889289727
Name of the person responsible for the proposal	E.J. Vroegop
Telephone number/Invoice number	+31 102170246
Email address	e.vroegop@kotug.com
Title, name and surname of the company representative who will sign the contract	O. Munir
Title, name and contact details of the person responsible for the performance of the contract	E.J. Vroegop, Gen.Manager Inland Shipping

1. By this offer, we indicate that we accept all the terms and conditions set out in:
  - 1.1. in the call for tenders published on the CVP IS;
  - 1.2. in the tender conditions;
  - 1.3. other contract documents (clarifications, supplements).
2. In accordance with the terms and conditions set out in the contract documents, we submit our tender and certify that the digital copies of the documents and the data provided electronically are true.
3. We offer an object of purchase that fully meets the requirements set out in the contract documents

## 1. THE PRICE OF THE PROPOSAL AND THE QUALITATIVE PARAMETERS OF THE PROPOSAL

Our offer price:

Table

2.1.

Eil. No.	Name of goods (Indicate the manufacturer, model and/or catalogue number of the goods offered)	Units in Mato.	Suggested quantity, pcs	Unit rate Eur without VAT	Total, EUR excluding VAT
1.1.	Electric pusher .E-Pusher L	pcs	1		6.995.000,00
<i>VAT (to be completed if applicable)*</i>					0,00
<i>Tender price in EUR including VAT</i>					6.995.000,00

Total price of the offer including VAT (in words) – six million nine hundred and ninety five thousand EUR.

\*\*If the "VAT" field is not filled in, the supplier shall indicate the reasons for not charging VAT:

The sale of goods by a foreign legal entity subject to VAT to another foreign legal entity both within the EU.

Qualitative parameters of the proposal:

Table

2.2.

Weightings of the evaluation criteria and their parameters	Tagline	Maximum scoring value (X) <sub>max</sub>	Unacceptable value (X) <sub>min</sub>	Value proposed by the supplier (specify exact figure)
Push rod speed in accordance with the requirement of paragraph 3.5 of the Technical Specification	X <sub>2</sub>	20,0 km/h	<10 km/h	12 km/h
Pushrod draught when fully loaded (300 km with the right number of batteries)	X <sub>3</sub>	120,0 cm	>140 cm	140 cm

**2. INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED TO THEM**

*(to be completed if the supplier uses sub-suppliers)*

Table 3

Eil. No..	Name, code, address of the subcontractor	Description and value of the part of the contract to be subcontracted Eur
1.		
2.		

**3. INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE QUALIFICATION REQUIREMENTS**

*(quasi-suppliers - natural persons to be employed in the event of the award of the contract (if applicable) shall also be indicated) (to be completed if the supplier makes use of the capacities of other economic operators in accordance with Article 49 of the Public Procurement Law)*

Table 4

Eil. No.	Name, legal entity code and address of the economic operator	Entity used to meet a qualification requirement	Description and value of the part of the contract to be subcontracted Eur	Evidence of the availability of the entity's resources
1.				
2.				

*\*\*\*This evidence may be bilateral documents signed by suppliers and other economic operators: preliminary agreements or letters of intent or other equivalent documents confirming that, if the contract is successful, the supplier will have access to the resources of other economic operators during the performance of the contract*

**4. DOCUMENTS AND CONFIDENTIAL INFORMATION\*\*\*\***

The following documents shall be submitted with the proposal:

Table 5

Eil. No..	Title of the document submitted x	Confidential information contained in the document (indicate the part of the document / page containing the confidential information)	Justification for confidential information (explaining on what basis the document or part of the document is confidential)
1.	Supplier's declaration of requirements under Regulation (EU) 2022/576. <i>(must be provided)</i>		

	<i>(Annex 8 or 9 to the Purchase Conditions)</i>		
2.	Declaration of responsible persons of the supplier. <i>(must be provided)</i> <i>(Annex 10 to the Purchase Conditions)</i>		
3.	Supplier's free-form declaration. <i>(must be provided)</i> <i>(Annex 11 to the Purchase Conditions)</i>		
4.	Completed ESPD(s) <i>(must be provided)</i> <i>(Annex 4 to the Purchase Conditions)</i>		
5.	Completed technical specification <i>(must be provided)</i> <i>(Annex 2 of the Purchase Conditions)</i>		
6.	<i>Preliminary agreements or letters of intent, or other equivalent documents, confirming that the supplier will have access to the resources of other economic operators during the performance of the contract if the contract is awarded (if the supplier will rely on the capacities of other economic operators)</i>		
7.	Copy of the joint operating agreement <i>(in the case of a proposal submitted by a group of economic operators)</i>		
8.	Power of attorney to sign the offer <i>(if the proposal is signed by an authorised person)</i>		
9.	Document certifying the validity of the offer. <i>(must be provided)</i> <i>(Annex 13 to the Purchase Conditions)</i>		
10.	Drawings, technical specifications, etc.		

*\*\*\*\*If the supplier does not indicate what information is confidential, the proposal is deemed not to contain any confidential information. The contracting entity is obliged to make public the successful tenderer's tender and the resulting contract (except for the confidential information specified).*

Offer valid until 2024 \_\_\_\_\_ *(to be specified by supplier\*\*\*\*\*)*

The validity of the offer must be at least 90 (ninety days) from the expiry of the deadline for the submission of tenders (the day of submission of the offer is not included in the deadline).



for the design, building & delivery of

**Octopus "Lite" Containerized Battery System for the  
KOTUG E-Pusher L  
(2x 20' High Cube Container Solution\_1.68MWh Lite)**

## COMMITMENT TO SUSTAINABLE SHIPPING

EST-Floattech is determined to make today's and tomorrow's world more sustainable. Our way of making a contribution is to design, build and provide sustainable solutions where electric storage is applied in the maritime industry.

Our batteries form the basis and provide best in class weigh/performance ratio. The system is intelligent, clean, silent and powerful with continuous focus on safety by individual cell monitoring and 24/7 balancing. Safety and reliability is underlined by 3 major Type Approvals.

You can rely on our solid background in marine- and electrical engineering, ensuring full understanding and focus for the right system handshakes.

Thanks again for showing interest in our product. We look forward to hear your comments and questions about our proposal with keen interest.



## TECHNICAL PROPOSAL

Kotug International BV (hereinafter referred to as "Customer") requested EST-Floattech for a Octopus Lite Containerized Battery System with a capacity of 2 x 1680 kWh.

The Battery System will be installed onboard the KOTUG E-Pusher L as a single source of power

### Octopus Lite

This proposal is based on our Octopus Lite battery modules:

Nominal module voltage	52 VDC		
Capacity	10 kWh/ 192 Ah		
	Max. Charge	Max. Discharge	Continuous C-rate*
	240 A (1.25 C)	240 A (1.25 C)	Up to 0.4 C, depending on: - Load profile - Ambient conditions

(\*) Continuous means 24/7 charging and discharging.  
Single full discharge is possible at higher rating, up to max rating.

For more specifications, see Appendix A: "Battery Module"

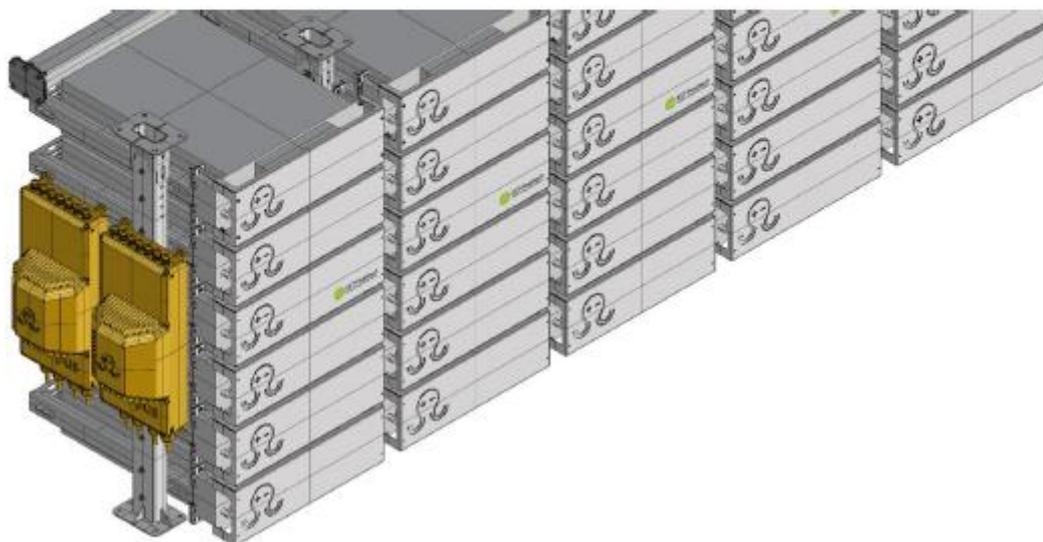
### Sailing Profile

The Battery System will be used onboard the KOTUG E-Pusher L Series. Sailing profile to be determined.

### Battery System: Setup per container

Based on the requested capacity, we propose our Battery System consisting of 12 string(s) of 14 Octopus Lite Battery Modules connected in series. Each string is connected to a String Controller. This Setup will hereinafter be referred to as "Battery System".

Strings	Modules per string	VDC-minimal	VDC-nominal	VDC-maximal	Total kWh per string	Used capacity	Useable kWh per string
12	14	627	725	811	140	80%	112
<b>Total installed capacity</b>					<b>1680</b>	<b>80%</b>	<b>1344</b>



This document is property of EST-Floattech B.V. It may not be copied, used or disclosed other than for internal usage by Customer.  
All deliveries of EST-Floattech are under Orgalim General Conditions

### Quality

Our NMC cells are known in the industry for high quality standards and form the heart of our battery modules, incorporating:

- Low volume, low weight
- High energy density
- Robustness and reliability

### Safe by design

Safety has been included from the early design, key features are:

- Proven and robust battery management system
- Individual cell monitoring
- 24/7 balancing
- Gas exhaust system
- Pre-charge circuit for start-up
- Black out start

### Certification

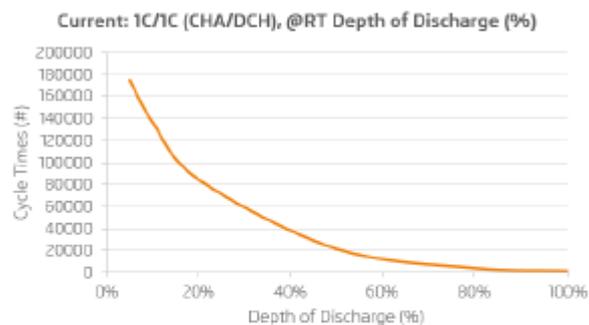
Intrinsic safety leading to top level certification:

- IACS Class compliant (DNV, LR, BV, RINA, ABS)
- Lloyds Register Type approved

### Performance and Lifetime

Performance- and lifetime calculations are based on an economical life span on which the battery is amortized when remaining capacity reaches 80%.

Subject to the warranty conditions and -limitations mentioned on page 10 of this document, EST-Floattech guarantees the remaining capacity by the following graph depending on the DOD per cycle.



Current: 1C/1C (CHA/DCH), @RT		
Depth of Discharge	Cycle Times	SOC Regime
5%	175.000	50-55%
10%	137.000	45-55%
20%	85.000	40-60%
50%	22.000	25-75%
80%	4.600	10-90%
100%	2.000	0-100%

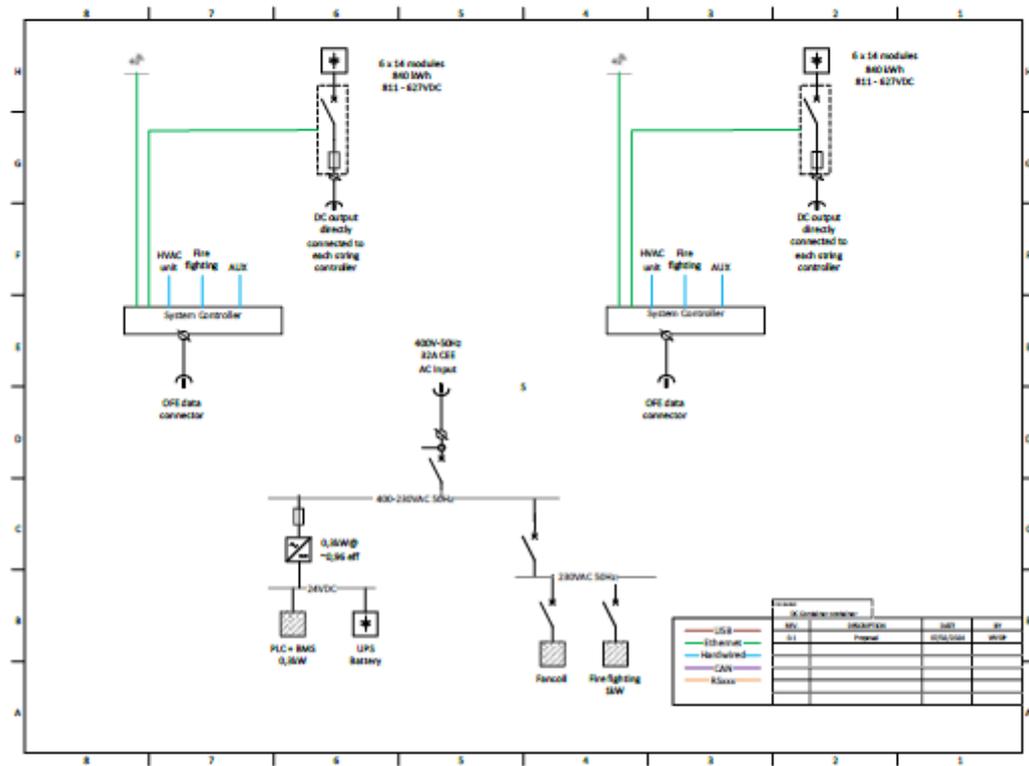
## EST-FLOATTECH 1680 KWH OCTOPUS LITE CONTAINER SOLUTION



Pictures are an example of 20ft HC. Final design will be approachable from one head end. To be approved by customer

- EST-Floattech Octopus Container Solution
- 1680 kWh marine certified, safe and reliable battery system
- Octopus battery management platform
- Estrin certified
- Fully redundant and split into two systems approved for battery electric propulsion
- Remote access and monitoring
- 20ft HC Marinized container
- Accessible from one head side of the container
- Weight approx. 24 -25 tons
- Estrin certified
- 2 x 840 kWh Octopus High Energy Lite battery system
- A60 Isolated walls and ceiling and mountings for equipment
- Container coated with RAL colour to be decided by the customer.
- Local + wired E-stop
- 1 x Split unit air conditioner
- 12 x DC output, 1x 32 Amp 400 Volt input for auxiliaries.
- Aerosol based fire suppression
- Battery room Storz connection for sprinkler installation
- Two separated System controllers for control and monitoring of batteries, HVAC, fire system and power supply
- PLC based communication gateway Modbus outside container
- HMI control panel inside container
- Monitoring battery temperature data available for monitoring onboard vessel
- Monitoring battery temperature data included in remote monitoring system and HMI in container
- Remote access for over the air software updates, diagnostics and maintenance
- Optional remote monitoring dashboard

**PRELIMINARY SINGLE LINE DIAGRAM CONTAINER**



## CERTIFICATION AND CLASS

### Type approvals

The EST-Floattech Battery System is Class type approved with:

- Lloyds Register (LR)
- Bureau Veritas (BV)
- Registro Italiano Navale (RINA)



Copy of underlying documentation is available on request.

### ES-TRIN

The complete container will be delivered ES-TRIN certified.

Copy of underlying documentation is available on request.

### IACS Class

EST-Floattech Battery Systems are IACS Class compliant (DNV, LR, BV, RINA, ABS)

### Factory Acceptance Test (FAT)

Amongst other things, EST-Floattech FAT includes the following:

- All individual battery modules are tested on power, data and balancing
- All individual string controllers are tested on power, internal- and external data
- FAT Container functionalities test plan will be submitted for approval to customer

All tests carried out according to standard EST-Floattech FAT protocol.

On request customized FAT protocol can be used.

We strongly prefer Customer (or representative) to attend FAT testing.

Project specific class requirements for FAT (if applicable) are not included in this offer.

### HAT and SAT

Not included in this proposal are costs related HAT or SAT testing.

EST-Floattech is available for support when needed. Costs will be calculated and invoiced as per Appendix D.

## DOCUMENTATION

Instruction manuals, electrical- and dimensional drawings, nameplates, functional descriptions and communication protocols will be provided in the English language.

EST-Floattech delivers 2D AutoCAD drawings for all components. 3D drawings can be supplied if needed. On request PDF drawings of the frames and the battery module are available for viewing.

## SERVICE

The EST-Floattech Battery System is robust and designed for Marine applications to work in harsh conditions. Maintenance to the Battery System is limited, yet important!

Recommended is a monthly visual system inspection by the Vessels' Engineer. Furthermore, a yearly inspection is needed to guarantee the lifetime expectation of the Battery System.

EST-Floattech will elaborate on this subject at hand over- and training session on board.

Please note:

During the lifetime of the Battery System, Inspections and Maintenance can be carried out by EST-Floattech on site, but there are also possibilities for remote monitoring & -support.

## WARRANTY AND LIABILITY

### Limitations on warranty

Warranty only applies under normal use of the battery system as intended and taking into account, but not limited to, the following:

- Battery container will operate in -15°C to 40 °C
- No charging at temperatures below 0°C or above 45°C inside container.
- No discharging at temperatures below -10°C or above 55°C inside container
- The surrounding infrastructure and -systems should be conform specifications as agreed by both parties in the interface list
- The surrounding infrastructure and -systems should be within EMC limits as described in our "Operation and Installation Manual" for OCTOPUS Systems
- Yearly inspection and maintenance is carried out according to our Health Check Report
- Separate battery room with controlled temperature and ventilation
- Cell temperature stability of 20C° - 35C°

### Restriction of liability

EST-Floattech's liability in respect of the Warranty hereunder shall be limited to the obligations referred to in above paragraphs and EST-Floattech shall in no circumstances bear any liability for (a) any indirect, consequential or special loss, damages, costs or expenses, or (b) the environment, for loss of time, profit and/or earnings.

EST-Floattech shall not be under any liability for defects caused by normal wear and tear, or by accidents, or by negligence on the part of the Customer in following the instructions of EST-Floattech. Likewise, EST-Floattech shall not be liable for defects which are due to repairs made by other parties or at the direction of the Customer.

### ORGALIME S 2012 GENERAL CONDITIONS

Orgalim represents the mechanical, electrical, electronic and metalworking industries in Europe.



Together with the terms set out in this proposal, deliveries of EST-Floattech are subject to: "*Orgalime S 2012*" General Conditions.

In the event of any discrepancy between the terms in this proposal and Orgalime, the terms in this proposal will prevail.

We have copy of the "*Orgalime S 2012*" General Conditions available upon request.

## APPENDIX A: BATTERY MODULE

### Octopus Lite

The Battery System consists of Octopus Lite modules. Each battery module with the following specifications:

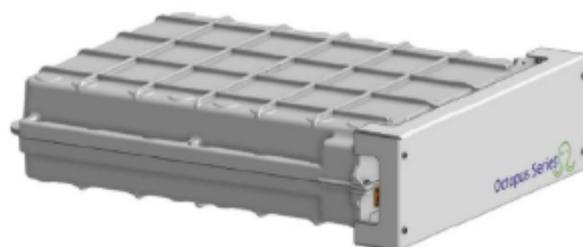
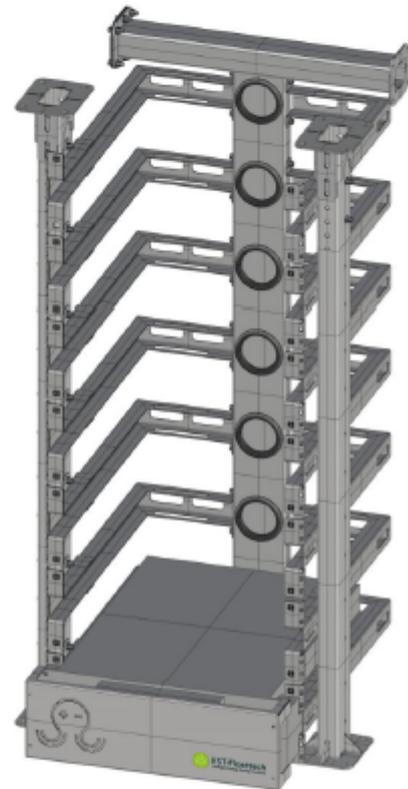
Octopus Lite	
Chemistry	NMC
Storage	10 kWh
Voltage	52 V
Capacity	192 Ah
Charging	0.4 C continuous 1.25 C max
Discharging	0.4 C continuous 1.25 C max
Dimensions	733 x 574 x 196 mm (lxbxh)
Weight	80 kg

#### Octopus battery management platform

- Based on 10+ years knowledge
- Standardized interface
- Proven and robust battery management system
- Individual cell monitoring
- Redundant software and hardware safety
- 24/7 balancing
- Remote monitoring, diagnostics and service
- String controller incl. contactor and fuses
- Pre-charge & black-out start

#### Product features

- High energy density
- Low weight & high volumetric density
- Passive cell-to-cell thermal runaway protection
- Scalable up to multiple MWh
- Voltage up to 1000 VDC (nominal)
- Unique and flexible rack design
- Gas exhaust system
- IACS Class compliant (DNV, LR, BV, RINA, ABS)
- LR type approval

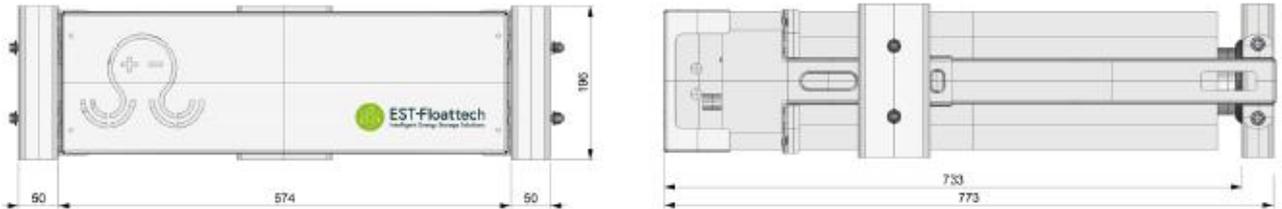


## APPENDIX B: DIMENSIONS

The battery system consists of multiple Octopus battery modules and 1 or more string controller.

### Battery Modules

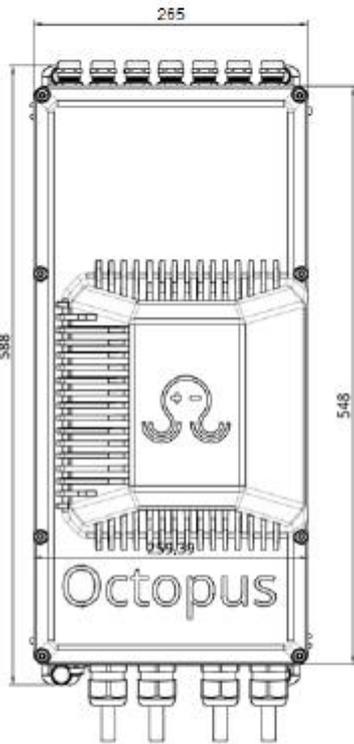
Each battery module has approx. the following dimensions



### String Controller

Each string of battery modules is connected to a String Controller.

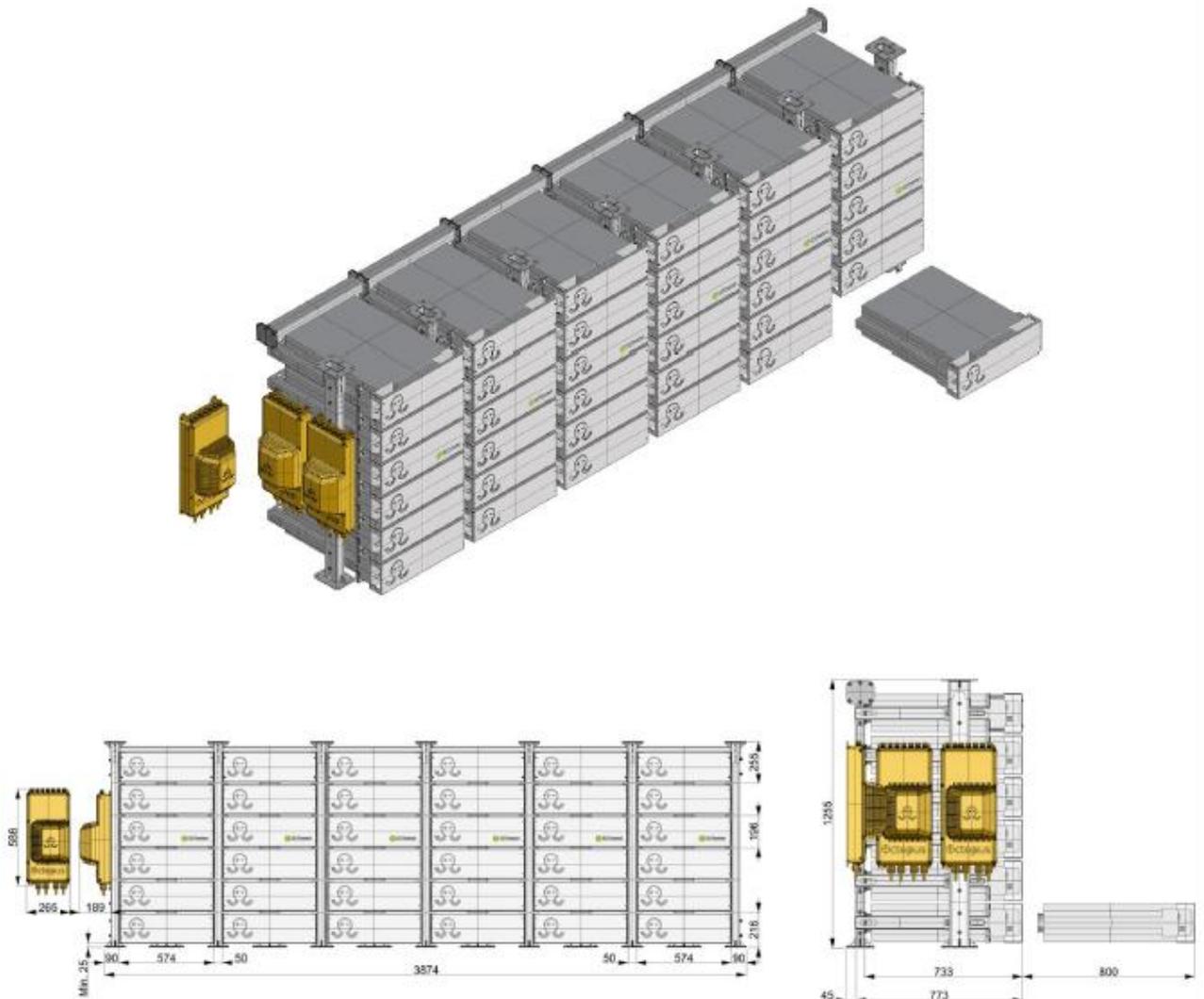
Each string controller has following dimensions:



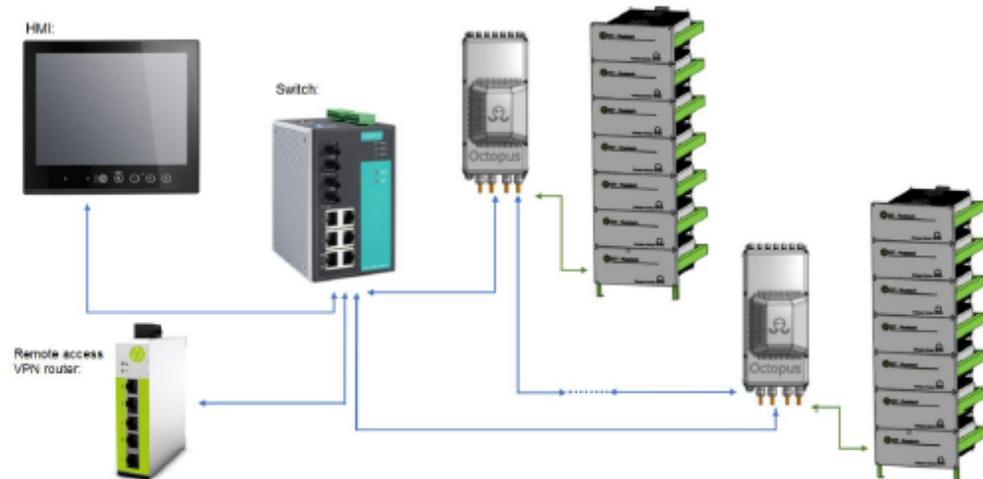
### Example setup

Drawing shows a general example setup of 3 strings with 12 modules per string (total = 36 modules).

Note that racking is flexible and can be arranged freely to match the height you have available.



## APPENDIX C: SYSTEM ARRANGEMENT



### Scope of delivery

The standard EST-Floattech scope of delivery contains:

- Battery modules
- String controller(s)
- Power cables
- Data cables
- Rack system & exhaust
- Remote access VPN router (see description on next page)

### Options and recommended items

For a full featured battery system EST-Floattech recommends also using:

- HMI (Human Machine Interface)
- Ethernet Switch

Both HMI and Switch are visible in the above image.

This is however not part of the standard EST-Floattech scope of delivery as we often see our clients work with their own preferred- or standard components.

### Remote access VPN router

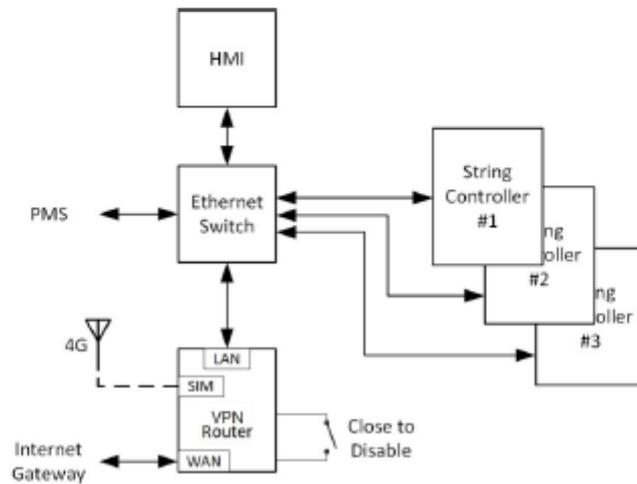
EST-Floattech includes the ability to access the battery system remotely over internet.

Remote access is beneficial as it reduces system downtime and the battery status can be obtained from anywhere. In order to establish a safe remote connection a VPN router needs to be installed. EST-Floattech delivers the VPN router as is, which means it needs to be installed by the customer in a suitable position on a DIN rail.

The VPN router can establish a safe VPN connection between the local battery ethernet network and the cloud. The preferred way to connect the VPN router to the internet is via the physical WAN port. Alternatively a SIM card could be installed which enables remote connection over 4G.

#### Image

Example ethernet architecture of a system that comprises three string controllers, HMI, Ethernet Switch and a VPN router:



#### Cyber security

The cyber security is managed by frequent software updates and compliant with relevant standards (ISO 27001, ISO 27017 and ISO 27701).



### System Controller

The System Controller will ease the integration of multiple parallel strings.

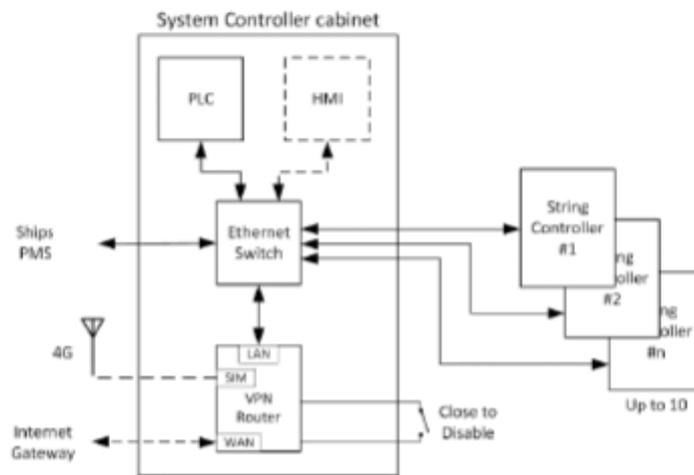
EST-Floattech can optionally include 1 or more System Controller(s).

When included, this should be reflected on page 5 ("Commercial proposal") of this document.

The System Controller acts as an abstraction layer between string controllers and the ships power management system. Each System Controller is capable of controlling up to 10 String Controllers. The Power Management System (PMS) interfaces to the System controllers only. An advantage here is the elimination of the need for direct communication between the PMS and individual string controllers.

### Image

Example architecture including a System Controller:



### Notes

The System Controller is always including the following earlier described items:

- Ethernet Switch
- Remote Access VPN Router

The System Controller may be including the following earlier described items:

- HMI

### Image

System Controller with or without HMI:



**SALE AND PURCHASE AGREEMENT FOR AN ELECTRIC VESSEL \_\_\_\_\_**

20\_\_\_\_ m. \_\_\_\_\_ d.  
Kaunas

Joint Stock Company Inland Waterways Directorate, represented by its Director General Vladimir Vinokurov, acting in accordance with the company's Articles of Association, (hereinafter referred to as the Purchaser)

and

Kotug Push -it BV , company code 80094821, represented by Chief commercial officer O. Munir, acting in accordance with the Articles of Association of the legal entity , (hereinafter referred to as the "Seller"), hereinafter referred to collectively as the "Parties", have entered into the following contract for the sale and purchase of an electric vessel (hereinafter referred to as the "Contract").

**2. SUBJECT OF THE CONTRACT**

1.5. The subject of the contract is the purchase of an electric boat (pusher).

1.6. The Seller undertakes to design, construct, deliver and transfer to the Buyer, within the terms and conditions set out in the Contract, an electric vessel (pusher) (hereinafter referred to as "the Goods" or "the Vessel"), and the Buyer undertakes to take delivery of the Vessel complying with the terms and conditions of the Contract and to pay for the Vessel in accordance with the terms and conditions of the Contract.

1.7. The Vessel shall be designed, constructed, completed, delivered and handed over to the Buyer by the Seller in accordance with the requirements of the Technical Specification (Annex 1) and the Seller's offer (Annex 2) for the Contract Purchase (the "Offer"). The supply of the Goods shall include the performance of the services and works necessary for the supply of the Goods.

1.8. The vessel shall be transferred by the Seller to the place specified by the Buyer in Kaunas Winter Port

**3. VALIDITY, COMMENCEMENT, DURATION AND TIME LIMITS**

3.1. The Contract shall enter into force upon its signature by both Parties and upon the provision by the Seller of a performance security complying with the terms of the Contract. The Contract shall remain in force until the contractual obligations have been fully discharged, but not longer than 3 years.

3.2. The Vessel shall be designed, constructed, delivered to the Buyer within until not later than June 30<sup>th</sup>, 2026 ("Vessel Delivery Period"). This time limit may be extended by written agreement between the Parties for a period not exceeding 10 months for objective circumstances. in accordance with the grounds set out in the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Post of the Republic of Lithuania.

3.3. The timing and sequence of the design, construction, delivery and handover of the Vessel shall be set out in a calendar schedule for the construction of the Vessel covering the stages from design to handover of the Vessel to the Purchaser, in accordance with the terms of the Contract, and agreed with the Purchaser in accordance with the terms of the Contract (the "Timetable").

3.4. In the event of the circumstances referred to in Clause 2.5 of the Contract, as well as any other circumstances not provided for in the Contract which prevent the Seller from performing the Contract on time and which the Seller could not reasonably have foreseen, the time limit for the delivery of the Vessel may, by agreement between the Parties, be extended to the extent of the duration of the circumstances which have prevented the Vessel's timely delivery. A request for an extension of the delivery date, together with all documents supporting the request, must be submitted to the Buyer before the expiry of the requested extension of the delivery date of the Vessel.

3.5. The Seller shall be entitled to an extension of the delivery date of the Vessel if:

3.5.1. The Buyer fails to perform and/or improperly performs its obligations under the Contract.

3.6. The Contract shall cease to have effect if it has been duly performed, if it is terminated in the cases provided for by law or by the Contract, in the event of a court decision to that effect, and in any other case provided for by law or the Contract.

#### 4. PRICE (PRICING RULES) AND PAYMENT TERMS

4.1. The Contract Price shall be based on fixed price pricing (for the purchase of the Vessel);:

4.2. Maximum value of the contract:

Contract price excluding VAT	<i>6.995.000,00 Eur (six million nine hundred and ninety five thousand Eur, 00 ct)</i>
VAT (0 %)	<i>specify amount in figures) Eur (specify amount in words)</i>
Contract price (sum of Contract price excluding VAT and VAT)	<i>6.995.000,00 Eur (six million nine hundred and ninety five thousand Eur, 00 ct)</i>

4.3. The value of the initial Contract shall be equal to the Contract price, excluding VAT, as stated at the time of conclusion of the Contract, i.e. *6.995.000,00 Eur (six million nine hundred and ninety five thousand Eur, 00 ct)* The Initial Contract Value shall remain unchanged throughout the duration of the Contract, except in cases where the Contract Price and the Initial Contract Value are revised due to a change in the price level. For the purposes of this Contract, the Initial Contract Value shall be equal to the Seller's quotation price, exclusive of VAT, for the total quantity and/or volume of the Goods specified in the Purchase Documents and in the Contract.

4.4. The Contract Price includes the price of the Vessel, all taxes, the cost of materials and equipment, transport costs, insurance costs, warranty maintenance costs, staff training (meaning a five day training of three excluding transport and accomodation) and instruction costs (meaning instructions of the Vessel at the shipyard and the cost of all tests, technical approvals and/or inspections by the Builder, Seller, or any classification society of the Vessel during construction, technical inspections up to the date of delivery, delivery and handover to the Buyer, the preparation and submission of documents required by the Buyer included in Annex 3, other direct and indirect costs incurred by the Seller in connection with the design, construction, technical inspections and tests, and delivery and handover of the Vessel. By signing the Contract, the Seller declares that it has thoroughly examined the technical specification and conditions set out in the Contract and the Purchase Documents and that it has anticipated and evaluated the full scope of the task of designing, building and delivering the Vessel.

4.5. The Contract Price shall remain unchanged throughout the term of the Contract, except in the case of price revisions due to changes in taxes and price levels, and in the case of price revisions due to the withdrawal or addition of goods, as provided for in the Contract:

4.5.1. **Changes in Taxes** - If during the term of the Contract there is a change in the Value Added Tax (VAT) applicable to the Goods, which directly affects the price of the Goods supplied by the Seller under the Contract, the Contract will be subject to a changed VAT rate. The unpaid part of the Contract Price shall be recalculated and the recalculation shall be formalised by an agreement after the date of entry into force of the Law of the Republic of Lithuania on Value Added Tax, which changes the VAT rate, and shall become an integral part of the Contract. The recalculated price shall apply from the date of introduction of the new VAT (irrespective of the date of signature of the agreement). The recalculated Contract Price will be equal to the amount obtained by adding to the Contract Price, exclusive of VAT, the VAT calculated according to the newly adopted VAT rate (after taking into account the part of the Contract Price paid and the part of the Contract Price remaining to be paid and to which the recalculation of the price is applicable), unless otherwise

provided for in the adopted legislation. The Contract Price shall be revised in respect of the Goods if the delivery of and payment for the Goods under the Contract becomes due after the entry into force of the relevant legislation. The Contract Price excluding VAT shall not be altered as a result of a revision of the VAT, unless otherwise provided for by enacted legislation;

4.5.2. **due to a change in the price level**, if the term of delivery of the Goods, including extensions provided for in the Contract, is 6 (six) months or more, the Contract Price may be recalculated at the initiative of the Seller and on the basis of the documents submitted by it, due to a change in the *price index of the Manufacturers' Price Index of Industrial Production - Manufacture of Other Motor Vehicles and Equipment* (hereinafter referred to as "the Index"), published publicly on the official statistics portal of the State Data Agency, if the change of the Index is more than five (5) percent. The Contract Price shall be recalculated in accordance with the established procedures:

4.5.2.1. The moment of review shall be the date of receipt of the Party's request to the other Party to review the Contract Price.

4.5.2.2. The first review of the Contract Price may take place no earlier than six (6) months after the date of entry into force of the Contract and thereafter the Contract Price may be reviewed at intervals of not less than six (6) months from the date of entry into force of the agreement on the last revision under this clause.

4.5.2.3. The recalculation shall be made only for that part of the Contract which has not been redeemed, i.e. the part of the Contract Price of the Goods which has not been handed over to the Buyer and which has not been paid for, less the amounts of the advance paid to the Seller prior to recalculation of the Contract Price. A subsequent revision of the Contract Price may not cover the period for which the revision has already been made.

4.5.2.4. In cases where the total Contract Price is revised by agreement of the Parties in respect of additional Goods, the part of the Contract Price of the Goods not delivered to the Buyer that was agreed less than six (6) months prior to the time of the revision shall not be revised, if such price of the additional Goods has been calculated by applying a price (part of the Contract Price) for Goods other than the price of the Contract Price.

4.5.2.5. The Contract Price shall be recalculated by multiplying the price of the Goods not delivered to the Buyer under the Contract and not paid for by the Index Change Factor, which shall be calculated in accordance with the formula:

$$K = I_{pb} / I_{pr}$$

Where:

*K* - Coefficient of change of the index;

*I<sub>pb</sub>* - the value of the Index at the end of the review period (in the month of the date of the request for review of the Contract Price to the other Party);

*I<sub>pr</sub>* - the value of the Index at the beginning of the review period; in the case of the first recalculation, the beginning of the period (month) is the month of the date of entry into force of the Treaty. In the case of the second and subsequent revisions, the start of the period (month) shall be the month of the published value of the relevant Index used at the time of the last revision.

4.5.2.6. For the calculation of the Index Ratio, the Index Values shall be taken to four (4) decimal places and the resulting Index Ratio shall be rounded to two (2) decimal places, with the last digit being increased by one if the first digit after it is between 5 and 9.

4.5.2.7. If the resulting Index Coefficient (K) is greater than 1.05 (one and five hundredths), the revised part of the Contract Price shall be increased by multiplying it by the resulting coefficient, and if the resulting coefficient is less than 0.95 (ninety-five one-hundredths), the revised part of the Contract Price shall be decreased by multiplying it by the resulting coefficient.

4.5.2.8. The decision of the Party receiving the request to recalculate the price of the Goods (agreement to recalculate the price of the Goods or refusal to recalculate the price of the Goods) must be taken and the other Party must be notified in writing of the agreement to recalculate the price or refusal to recalculate the price of the Goods within 10 working days from the date on which the other

Party's request for the recalculation of the price of the Goods and all documents in support of the request have been submitted to the other Party in conformity with the terms and conditions of the Agreement. The Party requesting the revision of the Contract price must provide in the request all the necessary information: the name of the Contract, the number, the date, the list of the undelivered and unpaid goods (part) with the quantities, the values of the Index with references to public sources on the Official Statistics Portal of the State Data Agency or to any other official data from other sources. The other Party shall not be required to provide an official document or certification issued by the State Data Agency or any other authority. A Party shall not be entitled to refer to a different Index in its request or to request a conversion to a different Index than the one referred to in this procedure. Once the Party receiving the request for recalculation of the price of the Goods has notified the other Party in writing of its agreement to recalculate the price of the Goods, the Parties shall conclude an agreement on the recalculation of the price of the Goods within 30 days from the date on which the Party's request for recalculation of the price of the Goods and all documents in support of the request have been submitted to the other Party in accordance with the terms of the Agreement. In such agreement, the Parties must specify the Index values used to calculate the Index coefficient - at the beginning of the period and the date of its determination, at the end of the period and the date of its determination, the coefficient of change in the Index, the change in the price of the Goods, the revised price of the Goods, the revised value of the original Contract and the amount of the Performance Security and other information relevant for the revision of the Contract price. The Parties shall not be entitled by agreement to modify the procedure set out in the procedure or any other provisions of the Contract, except in accordance with the provisions of the applicable law.

4.5.2.9. If, at the time of the revision of the Contract Price, the delivery of the Goods is delayed for reasons for which the Seller is not entitled to an extension of the delivery time, the part of the Contract Price which is delayed due to the rise in the level of the prices may not be revised due to the rise in the price level (may not be increased), but it must be revised in the event that the revision of the Contract Price is initiated by the Buyer due to the fall of the level of prices.

4.5.3. the Contract Price shall be increased **due to the purchase of additional Goods** or purchases additional Goods in accordance with the procedure set out in the Contract, or on the grounds set out in the Law on Procurement by Contracting Entities of the Republic of Lithuania in the Field of Water Management, Energy, Transport or Postal Services (the "Law"), Article 97, Paragraphs 1, Items 1, 2, 3 and 5, and 2.

4.6. The Contract Price and the value of the initial Contract may be subject to change by bilateral written agreement of the Parties.

4.7. The Buyer undertakes to pay for the Goods in instalments in the following order:

4.7.1. the first instalment of 10 per cent of the Contract Price shall be payable in advance within 15 (fifteen) days of receipt of the letter of guarantee for repayment of the advance payment specified in the Contract and of the invoice for prepayment;

4.7.2. a second instalment of 20 per cent of the Contract Price, payable within 15 (fifteen) days of the date of cutting of the metal and receipt of the invoice;

4.7.3. a third instalment of 15 per cent of the Contract Price, payable within 15 (fifteen) days of the completion of 50 per cent of the framing work from the date of receipt of the invoice;

4.7.4. the fourth instalment - 15 per cent of the Contract Price - shall be paid within 15 (fifteen) days of the completion of the sandblasting and the date of receipt of the invoice;

4.7.5. the fifth instalment of 15 per cent of the Contract Price shall be payable within 15 (fifteen) days of the completion of the hull work and the date of receipt of the invoice;

4.7.6. the sixth instalment of 10 per cent of the Contract Price shall be payable within 15 (fifteen) days of the completion of the launching works and the date of receipt of the invoice;

- 4.7.7. the seventh instalment of 10 per cent of the Contract Price shall be payable within 15 (fifteen) days of the completion of the in-water tests and the date of receipt of the invoice;
- 4.7.8. the last instalment payment - 5 per cent of the Contract Price - shall be paid within 30 (thirty) days after the delivery of the Vessel to the Buyer . Payment shall be made in accordance with the invoice submitted to the Buyer in accordance with the Contract;

4.8. The Buyer shall pay to the Seller the sums due under the Contract by bank transfer to the bank account specified by the Seller in the invoice. Invoices must bear the date and number of the Contract. The money shall be deemed to have been paid on the date on which the Seller receives the payment in its bank.

4.9. For the purposes of the Contract, all invoices must be submitted electronically only. Electronic invoices complying with the European Standard for Electronic Invoicing shall be submitted by means chosen by the Seller. Electronic invoices which do not comply with the European Electronic Invoicing Standard may only be submitted by means of the "SABIS" information system. Invoices submitted by any other means will be considered as not having been submitted properly and will not be accepted.

4.10. If necessary, the Buyer may purchase from the Seller goods not listed in the Annex to the Contract but related to the object of the purchase, up to a maximum of ten (10) per cent of the initial Contract value. The Buyer shall pay for such goods at prices offered by the Seller that are competitive and market-conform.

## **5. SHIP DESIGN, CONSTRUCTION, TESTING AND HANDOVER**

### **5.2. Ship design and construction:**

5.2.1. within 14 (fourteen) working days from the date of entry into force of the Contract, the Seller shall provide the Buyer with a Schedule, agreed with the Buyer, in accordance with the terms set out in the Contract. The submitted Schedule may be changed by written agreement of the Parties, without prejudice to the procedure for changing the delivery date of the Vessel set out in the Contract;

5.2.2. The Seller shall ensure that the Vessel is designed and its hull constructed in accordance with good shipbuilding practice in accordance with the requirements of the ship classification society, and that it complies with the requirements of the legislation of the European Union . Any legislation of the Republic of Lithuania that should be applied by the Seller in the construction of the Vessel should be provided by the Buyer;

5.2.3. The Seller shall, not later than 90 (ninety) days from the date of entry into force of the Contract, prepare a design of the Vessel and submit it to the Buyer;

5.2.4. The Seller must agree with the design and drawings or general arrangement of the Vessel with the Buyer and the classification society in advance. The agreed design and drawings of the Vessel shall be submitted by e-mail or directly to the Buyer;

5.2.5. The Buyer hereby approves the design and drawings of the Vessel.

5.2.6. The Seller shall ensure that all materials and equipment supplied and used, and their quality, shall be of the types and quality specified in the design drawings, specifications in accordance with the Vessel's technical specification and the Offer. If certificates of conformity to the quality of the materials are not provided, or it is evident that the characteristics stated in the certificate are not true, the materials shall be subjected to such tests at the Seller's expense as may be required by the Purchaser at the site of manufacture, assembly, preparation or construction of the Vessel. All materials and equipment used shall be new and shall conform to European Union (EU) standards applicable to materials, equipment of this type or be equivalent to such standard;

5.2.7. during the construction of the Vessel, the necessary surveys and inspections of the Vessel, plant and equipment will be carried out by the Buyer to ensure that the construction of the Vessel is carried out in accordance with this Agreement, the Vessel's technical specification, design and drawings and the Seller's tender for the purchase. The Buyer shall have the right to participate in

all tests, inspections and technical inspections of the Vessel, its installations or equipment throughout the construction period. The Seller undertakes to inform the Buyer of such tests, inspections and technical inspections at a reasonable time, specifying the location and time of the tests, inspections or technical inspections to be carried out. In the event that the Buyer discovers any non-conformity of the work carried out, the materials and equipment used, with the Contract, with the technical specification, design or drawings for the Vessel, or with the characteristics specified in the Seller's tender for the purchase, the Seller shall be notified thereof, and shall be obliged to rectify the non-conformity at the Seller's own expense, within the time limit for the delivery of the Vessel specified in the Contract. During the construction of the Vessel and until its delivery to the Buyer, the Buyer must have free and unrestricted access during working hours to the Vessel, to its equipment, machinery, engines and to any part of it where work is being carried out or where materials are being stored, including the shipyard and workshops, provided that such visits shall be announced to the Seller and that Seller may join such visit;

5.2.8. The Seller's construction number assigned to the Vessel is for the sole purpose of identifying the Vessel and its spare parts.

### 5.3. Ship trials:

5.3.1. The purpose of the Vessel tests is to demonstrate that the Vessel has been constructed, equipped and completed in accordance with the terms of the Contract and the Vendor's offer for purchase, and that the Vessel and its equipment are functioning properly. The Vessel's machinery, systems and equipment shall be subjected to tests required for ESTRIN certification in accordance with ESTRIN regulations in the presence of representatives of Buyer.

5.3.2. The Buyer shall have the right to require the Seller, to carry out obligatory tests of the completed Vessel in the Buyer's presence prior to the testing of the Vessel;

5.3.3. during and after the construction and completion of the Vessel, the Seller shall give the Buyer not less than 14 days' prior written notice of all forthcoming tests and inspections of the Vessel, its components and other parts, and shall permit and make reasonable facilities available for the participation of the Buyer's representatives in such tests and inspections;

5.3.4. Not later than 14 (fourteen) days prior to the scheduled date of delivery of the built Vessel to the Buyer, the Seller shall agree in writing with the Buyer the time and place of the testing of the Vessel, allowing the Buyer or his representative to participate in the testing of the Vessel. The scheduled trials of the Vessel shall be carried out in weather conditions which the Seller considers favourable. In the event that weather conditions are not favourable on the agreed test date, the tests shall be carried out at the earliest opportunity when weather conditions are favourable;

5.3.5. if, according to the results of the tests on the Vessel, the Vessel or other equipment on the Vessel does not comply with the requirements of the Contract and the Offer, the Seller shall take all necessary measures to rectify any non-compliance without delay, and in any event not later than 30 days from the day of the date of the test results. The Seller shall immediately arrange for the Vessel to be retested, after having rectified the deficiencies identified, on a date and at a time to be agreed with the Buyer. The Seller shall immediately remedy the deficiencies at its own expense and carry out the retests until the required result is achieved.

### 5.4. Transfer of the vessel:

5.4.1. if the results of the tests of the constructed Vessel comply with the requirements of the Contract and, the technical specification of the Vessel = and the certificate of technical inspections has been issued to the Vessel to confirm this, the Buyer shall confirm in writing that it is in a position to take delivery of the Vessel, then the Seller shall notify the Buyer in writing that the Vessel is ready for delivery and handover and shall agree in writing the date and time of the handing over of the built Vessel with the Buyer. The Buyer shall have the right to refuse to accept the Vessel or any workmanship on the grounds that, in its opinion, the Vessel(s) or any workmanship does not comply with the Contract and the Technical Specification and the Offer.;

5.4.2. not less than two (2) weeks prior to the handover of the Vessel to the Buyer, the Seller shall, at Buyer's expense, train and instruct three of the Buyer's persons (excluding transport and accommodation)

5.4.3. At the time of delivery and handover of the Vessel to the Buyer, the Seller shall provide the Buyer with the following documents together with the Act of Acceptance of the Vessel: certificate of technical inspection issued by the classification society for the hull of the vessel, valid inland certification conform Es-Trin, including test reports and relevant equipment manuals in the English language, test reports and material certificates. System drawings mentioned for operation will be part of the documentation. Buyer is responsible for Lithuanian flag registration.

5.4.4. The Buyer shall be obliged to accept the Vessel if it complies with the requirements set out in the Contract and the Technical Specification and the Offer;

5.4.5. The Buyer shall, within 2 (two) working days at the latest, sign the Acceptance Deed or reject the Seller's request to sign the Acceptance Deed, stating the reasons for the decision, the deadlines for the correction of the deficiencies and the measures to be taken by the Seller in order to have the Acceptance Deed signed. The Seller shall rectify the deficiencies referred to immediately at its own expense. The Acceptance Deed shall be signed in two (2) copies, one for each Party, having equal legal force, or, in the case of an electronic document, signed by both Parties with a qualified electronic signature;

5.4.6. The Buyer shall sign the Vessel Acceptance and Handover Act if the Vessel complies with the terms of the Contract and the Technical Specification and the Offer, and the applicable law in the European Union;

5.4.7. The Seller warrants that at the time of delivery the Vessel is free from any pledge, legal lien, security interest, claims of the Seller or any other person, and any outstanding and enforceable financial and non-financial obligations in respect of the Vessel. In the event of claims against the Vessel arising prior to the date of delivery, the Seller undertakes to indemnify the Buyer against the consequences of such claims.

5.5. Vessel shall be delivered and the ownership of the Vessel shall pass to the Buyer upon the signing by the parties of the Act of Acceptance of the Vessel in accordance with the Contract and payment of the last installment of the Contract Price of the Vessel as further defined in Clause 3.

## **5. WARRANTY TERMS AND OBLIGATIONS**

5.1. The Pusher and all its systems/equipment except batteries shall be subject to a warranty period of 12 (twelve) months from the date of delivery of the Vessel to the Buyer. Batteries are covered by a 24-month warranty in accordance with the technical specification for batteries provided by the Seller (Annex 3)

5.2. During the period of the Vessel's warranty, the Seller shall remedy at its Supplier's yard(s) and in the normal working hours, by repairing or if necessary replacing at its own cost, any defects notified in writing by the Buyer on the Vessel's delivery due to bad workmanship and/or use of defective materials or defects on the hull or of the parts, machinery and equipment embedded and installed on or delivered with the Vessel, that it is not discoverable on delivery and which become apparent during the period of 12 months from the date of delivery of the Vessel provided the defect is notified to the Seller in writing within 5 days from its discovery.

The guarantee shall apply only to the work of the Seller and of its subcontractors and/or suppliers. The Seller's liability shall be limited to the above mentioned obligations as to extent and duration and the Seller and/or its subcontractors and suppliers shall have no further liability whatsoever for any direct or indirect loss, damages or expense in any way deriving from or connected with the above defects and for defects due to normal wear and tear or overloading or due to corrosion of the materials or due to accidents, fire, improper loading or stowage of the Vessel, mismanagement or negligence in the use and maintenance of the Vessel.

If the replacements or repairs under this Article cannot be conveniently made at suitable location near to the Vessel's area of operation (i) the Seller shall carry out the replacements or repairs at (one of) the yard(s) of the Seller's supplier or (ii) the Buyer may have carried out elsewhere such repairs and/or

replacements; in such a case the Seller is discharged from this guarantee and shall reimburse the Buyer the approved, documented and reasonable expenses incurred by the Buyer, but such a reimbursement shall not exceed the estimated costs of carrying out the guarantee work at the yard(s) of the Seller's supplier.

5.3. If the Buyer informs the Seller in writing of the defects and if necessary, the Seller undertakes to visit the Vessel within 4 working days to identify and remedy the defects. If the nature and extent of the defects make it impossible to remedy the defects immediately, the Seller shall agree with the Buyer a time limit for remedying the defects within no later than 4 working days after the visit of the Vessel.

5.4. Failure of the Seller to visit the Vessel to identify defects and/or to agree on a time limit for rectification of the defects in accordance with the Contract which has not been remedied within reasonable time after notification to the seller in writing, or failure of the Seller to commence rectification of the defects for more than fifteen (15) working days after the expiration of the agreed time limit for rectification of defects, , the Buyer shall be entitled to have the defects remedied by a third party and the Seller shall be obliged to pay the Buyer unconditionally for the reasonable and documented costs of doing so.

5.5 The Seller must replace all defective parts with original parts only.

5.6. If the Seller does not accept that the Goods are defective, either Party may request an independent expert examination. If the Seller does not respond/appoint an independent expert agreed with the Buyer for more than ten (10) days after the Buyer's request (the Buyer shall not unreasonably withhold its consent to the Seller's use of the proposed expert to resolve the dispute, and/or if the dispute has lasted more than thirty (30) days since the Buyer's first request), the Buyer shall have the right to request an independent expert on its own, after having first agreed with the Seller on the appointment of an independent expert. In this case, the costs of the expert examination shall be borne by:

5.6.1. if the Goods comply with the requirements specified in the Contract, the Buyer;

5.6.2. if the Goods do not comply with the requirements set out in the Contract, the Seller.

5.7. The Seller undertakes to ensure the prompt supply of available critical parts during the warranty period and to supply all other necessary parts as soon as possible.

## **16. SUBCONTRACTING AND JOINT ACTIVITIES**

### **(APPLIES IF THE SUPPLIER PARTICIPATES THROUGH SUB-SUPPLIERS OR IN A JOINT OPERATION)**

16.1. For the performance of the Contract for the supply of the Goods referred to in this Clause (including the execution of the works and the provision of the services covered by the supply of the Goods), the Seller intends to use no subcontractors:

16.2. Upon conclusion of the Contract, but no later than the commencement of performance of the Contract, the Seller undertakes to inform the Buyer of the names, contact details and representatives of the subcontractors referred to in Clause 7.1 of the Contract. The Seller also undertakes to keep the Buyer informed of changes to this information throughout the performance of the Contract, as well as of additional and new subcontractors it intends to use at a later date.

16.3. The Seller may, during the period of performance of the Contract, within the limits of the subcontracting allowed in the Contract documents, for those Goods for which the Seller has subcontracted in its offer, either change the subcontractor used or use an additional subcontractor without changing the subcontractors used ("additional subcontractor").

16.4. The Seller shall have the right to use a new subcontractor during the period of performance of the Contract, even if it did not foresee the use of subcontractors for the relevant part of the supply of the Goods at the time of the submission of the offer ("New Subcontractor"), if during the period of performance of the Contract there arise material circumstances which make such use

necessary and which a prudent Seller could not have foreseen, including, without limitation, cases where:

16.4.1. the Seller's equipment required to deliver the Goods fails and the Seller is unable to repair it or, due to meteorological conditions or other reasons, is unable to deliver the replacement or other necessary equipment to the place of delivery of the Goods within a time period exceeding 5 days or any other time period specified by the Buyer which would materially interfere with the delivery of the Goods in accordance with the delivery dates set out in the Contract;

16.4.2. to complete the Vessel within the time limit set and to increase the efficiency of the performance of the Contractual Obligations, or if the Buyer reasonably requires completion of the Goods earlier;

16.4.3. On the grounds set out in Article 97(1)(2) to (5) and (2) of the Act, the Contract shall be amended or additional Goods shall be purchased;

16.4.4. in the event of any other features of the Seller's organisational structure or business activities relevant to the supply of the Goods.

16.5. If the Seller wishes to change a sub-supplier, to use an additional sub-supplier or to use a new sub-supplier, the Seller must inform the Buyer in advance in writing of the intended change or the use of an additional or new sub-supplier, and must provide the Buyer with the documents confirming the qualifications of the changing, additional or new sub-supplier (if sub-suppliers have been subject to the Qualification Requirements or the right to supply Goods, for which the new subcontractor is used is linked to the qualification requirements) and the absence of grounds for exclusion (where the Seller relied on the capability of the subcontractor being replaced or where the Contract provides for the right of the Buyer to require subcontractors to provide proof of absence of grounds for exclusion). In order to use a new subcontractor, the Vendor must additionally state the reasons for using the new subcontractor.

16.6. The Purchaser shall, upon receipt of the Vendor's request and all documents, verify (where applicable) within 5 (five) working days of receipt of all documents whether the subcontractor's qualifications meet the requirements of the Contract Documents and whether there are no grounds for compulsory exclusion of the subcontractor, and shall notify in writing of its consent to the substitution of a subcontractor, or to the use of an additional subcontractor or new subcontractor. The Parties agree that once all the conditions set out in this clause have been fulfilled by the Parties, an agreement to amend the Contract shall be concluded.

16.7. If the Seller substitutes a subcontractor, additional subcontractor or new subcontractor in violation of the procedures set out in the Contract, the Seller shall, at the Buyer's request, immediately withdraw from such subcontractor and replace it with a suitable subcontractor in accordance with the procedures set out in the Contract.

16.8. The Seller shall immediately remove any subcontractor which is subject to international sanctions or other restrictions or which violates international sanctions implemented in the Republic of Lithuania, and shall ensure that such subcontractor does not perform the Contract from the moment of application of the sanctions or other restrictions to it and/or from the moment of the discovery of its other violation of international sanctions implemented in the Republic of Lithuania, and shall replace such subcontractor with a new subcontractor, if necessary, in accordance with the procedure set out in the Contract.

16.9. If, at the time of the performance of the procurement, the subcontractor's qualifications for the right to engage in the relevant activities have not been verified or have not been verified to the full extent, the Seller undertakes to the Buyer that the Contract will be performed only by persons who are so qualified. At the request of the Buyer, the Seller shall provide the Buyer with documents proving the subcontractor's eligibility to perform the relevant activities.

16.10. The Seller shall at all times remain liable for the performance of the Contract, including the quality of the part of the Contract subcontracted to subcontractors, and for any damage caused.

16.11. If the Seller uses subcontractor(s) to perform the Contract, a tripartite direct settlement agreement may be signed between the Buyer, the Seller and the subcontractor, describing the procedure for direct settlement with the subcontractor. The Buyer shall, no later than 3 (three)

working days after the entry into force of the Contract and the date of the Contract 7.2 of the date of receipt of the contact information on the subcontractor from the Seller, and in the case of a change of the subcontractor, or the engagement of an additional or new subcontractor, as provided for in the Contract, from the date of the Buyer's consent to the change of the subcontractor, the Buyer shall inform the subcontractor in writing of the possibility for direct settlement, and in order to make use of such a possibility, the subcontractor shall submit a written request to conclude a trilateral settlement agreement to the Buyer. No advance payment may be made to the subcontractor and direct payment to the subcontractor may be made only after the Buyer has accepted the Goods delivered by the subcontractor from the Seller in accordance with the procedure set out in the Contract. The tripartite contract shall not be inconsistent with the provisions of the Contract and the Purchasing Documents and shall provide for the right of the Seller to object to unreasonable payments to the subcontractor. In the event of a dispute between the Seller and the subcontractor, they shall settle the dispute independently, without the Buyer being present. Amounts paid to the subcontractor shall be reduced by the amounts due to the Seller.

16.12. Where the Contract is concluded with a Vendor representing entities acting on the basis of a joint operating agreement, the Vendor shall be subject to the terms and conditions of the joint operating agreement set out in the Contract Documents.

## **17. RIGHTS AND OBLIGATIONS OF THE PARTIES**

### **17.1. The Buyer undertakes:**

- 17.1.1. to perform the Contract duly and faithfully;
- 17.1.2. to cooperate with the Seller during the performance of the Contract by providing information reasonably necessary for the performance of the Contract, the need for which has arisen during the performance of the Contract;
- 17.1.3. to pay the Seller on time for the Vessel in accordance with the specified requirements and delivered on time;
- 17.1.4. Comply with the internal rules of procedure in the shipyard;
- 17.1.5. give the necessary authority to the Seller to act on behalf of the Buyer (if such authority is required);
- 17.1.6. duly perform other duties provided for in the Contract and in the legislation of the Republic of Lithuania.

### **17.2. The Buyer has the right to:**

- 17.2.1. to carry out any inspections that the Buyer deems necessary, without prior notice, in the event of any suspicion (doubt) that the Seller will fail to deliver the Vessel on time or that the Vessel is being constructed in a substandard, unprofessional or irregular manner;
- 17.2.2. During the design and construction of the Vessel, to monitor, inspect, supervise and control the progress of the Vessel's design and construction works, their quality, the materials used, the quality of materials, etc.;
- 17.2.3. To give the Seller binding instructions during the design and construction of the Vessel, including but not limited to: for materials or equipment which, in the Purchaser's opinion, do not conform to the design drawings, specifications, technical specification and other provisions of the Contract; at Buyer's expense: for the substitution of materials or equipment for materials or equipment of good quality and suitability; for the redoing of any work at the Seller's expense, irrespective of any previous testing or partial payment already made in connection therewith, which is not in accordance with the drawings, the technical specification for the Vessel,; and for any other instructions in connection with the performance of the Contract. The Buyer shall have the right to make a claim against the Seller for rectification of deficiencies in the work carried out/performed, , if such deficiencies could not be discovered on such an examination as a reasonably careful skill person would make at the time of the take-over of the Vessel an which manifest themselves within twelve (12) months after delivery of the Vessel;

- 17.2.4. Visit the shipyard and watch the construction of the Ship. The Buyer's representatives shall have the right of unrestricted access during normal business hours to all areas of the shipyard or subcontractors' premises where the Vessel or parts of the Vessel are being manufactured;
- 17.2.5. require the Seller to make changes to the Vessel, provided that such changes have been notified in writing 20 working days before they are due to take place, provided that such changes do not change the technical requirements of the specification. The Seller shall be obliged to comply with such requirements provided that such changes at Buyer's costs and time;
- 17.2.6. during the construction of the Vessel, to reasonably require the replacement of an employee of the Seller or a person performing the Seller's duties if it has reasonable grounds that such person is not performing his/her duties properly;
- 17.2.7. Require the Seller to perform warranty servicing of the Vessel and require the Seller to make a proposal for any post warranty servicing of the Vessel;
- 17.2.8. The Buyer shall have other rights provided for in the Contract.

**17.3. The Seller undertakes:**

- 17.3.1. to perform the Seller's obligations under the Contract and the Buyer's requirements, to deliver the Goods in accordance with the Contract and the Offer, at the Seller's expense and risk, with the utmost care and efficiency, including, but not limited to, the design, manufacture, testing, technical inspection and testing and provision of the Goods in accordance with the best generally accepted professional and technical standards and practices, using all necessary skill and knowledge;
- 17.3.2. to design, construct the hull of the Vessel in accordance with the rules and requirements of one of the classification societies as a member of the International Association of Classification Societies (IACS, see <https://iacs.org.uk/membership/iacs-members>) and in accordance with the Seller's experience, unless otherwise provided for in the Contract.
- 17.3.3. to test and deliver the Vessel to Kaunas Winter Port in accordance with the legislation in force in the Republic of Lithuania.
- 17.3.4. at its own expense and risk, bring the Vessel to the place of delivery of the Vessel at Kaunas winter port (Lithuania) and hand it over to the Buyer;
- 17.3.5. Carry out the shipbuilding processes and use materials in accordance with the requirements of the technical documentation and standards;
- 17.3.6. promptly inform the Buyer in writing of any circumstances which prevent or may prevent the Seller from completing the construction of the Vessel and handing over the Vessel within the Vessel's construction period. The Seller shall in this case take all reasonable measures as soon as possible to ensure that the circumstances do not affect the quality of the construction work on the Vessel and that the ongoing part of the construction work on the Vessel can be carried out as soon as possible so as not to affect the delivery date of the Vessel;
- 17.3.7. submit to the Purchaser, by the 15th (fifteenth) day of each calendar month, a written report on the work carried out during the previous month (progress of the Contract);
- 17.3.8. Provide information in writing, at the request of the Purchaser, on the work to be carried out in the coming month or other period requested by the Purchaser;
- 17.3.9. by inviting the Buyer to attend periodic meetings to discuss the progress of the Contract;
- 17.3.10. meet the deadlines set out in the Contract and the Schedule;
- 17.3.11. ensure that, at the time of conclusion of the Contract and throughout the term of the Contract, the Seller and its employees maintain the necessary qualifications and experience to perform the Contract. If, at the time of the performance of the procurement, the Seller's qualifications for the relevant activities have not been verified or have not been verified to the full extent, ensure that the Contract will be performed only by persons who are qualified to do so.;
- 17.3.12. not to use the Buyer's trademark, symbol or name in any advertising, marketing, publications or other sources without the Buyer's prior written consent, and not to use any intellectual work produced by the Buyer.

- 17.3.13. to ensure the confidentiality and protection of information received from the Buyer in the course of the performance of the Contract and related to the performance of the Contract,;
- 17.3.14. upon completion of the Contract and at the written request of the Buyer, return all documents received from the Buyer for the performance of the Contract, if the form of the documents makes such return practicable, or destroy such documents;
- 17.3.15. comply with the procedures set out in the Contract for the notification of subcontractors' contact details and the use of representatives, replacement, additional and new subcontractors;
- 17.3.16. comply with environmental, social and labour law obligations set out in the legislation of the European Union;
- 17.3.17. sign a personal data processing agreement if the Seller will process personal data on behalf of the Buyer in performance of the Agreement;
- 17.3.18. to familiarise themselves with and comply with the Inland Waterways Authority's Corruption Prevention Policy in their dealings with the Purchaser and any third parties engaged to perform the Contract, which is available at <http://www.vvkd.lt>. The Seller shall ensure that the requirements of this clause and the Policy and the Code of Conduct for Employees are complied with by the employees and other representatives of the Seller and of the third parties it engages to perform the Contract;
- 17.3.19. During mobilisation, war, state of emergency, or when the Government of the Republic of Lithuania, having assessed the risk that the factors which have led to or may lead to the declaration of mobilisation, the imposition of a state of war or a state of emergency threaten national security, not to use subcontractors, not to rely on the capabilities of economic operators, and not to supply (not to use in the performance of works or the rendering of services) the Goods (including their constituent parts), the place of registration of the manufacturer or the place of domicile or the country of citizenship of a natural person, or the place of registration of a legal entity controlling any of the aforementioned entities, is included in the list of hostile states and territories approved by the Government of the Republic of Lithuania ("the List"), and to refrain from supplying (not to use for works or services) the Goods (including their components) whose country or territory of origin is included on the List, and to refrain from supplying the services provided from the countries or territories included in the List. Upon the Buyer's request, the Seller undertakes to provide the documents referred to in the Law confirming the registration of the Seller, the subcontractor, the entity on whose capacity the Seller relies, the manufacturer of the Goods (including its components) or the registration of the legal entities controlling such entities, or the domicile and nationality of the individuals, as required by the Law, documents issued by the manufacturer or other third party confirming the origin of the Goods (including their components) supplied (used in the performance of works or services) and the place from which the Services are provided. Where compliance with the requirements referred to above has been verified during the procurement procedures, the Seller undertakes to inform the Buyer immediately of such changed circumstances and to provide the documents referred to in this clause in respect thereof
- 17.4. **The Seller shall be entitled to** receive the Contract Price subject to the clauses of this Contract, as well as other rights provided for in the Contract and the legislation of the Republic of Lithuania;
- 17.5. The Seller confirms that at the time of conclusion of the Contract, the Seller, its subcontractors and the entities whose capabilities the Seller relies on are not subject to any international sanctions in force in the Republic of Lithuania and/or international sanctions of other countries (the United Kingdom or the United States of America) and/or other restrictive measures imposed by the laws of the Republic of Lithuania that have an impact on the performance of the Contract or that may have an impact on its performance. Should the sanctions or restrictive measures referred to in this Clause be imposed on the Seller or entities

whose capabilities the Seller has relied on in the performance of the Contract, the Seller undertakes to notify the Buyer in writing without delay and, should the sanctions or restrictive measures be imposed on the Seller's subcontractors, to remove such subcontractors from the performance of the Contract and, if necessary, to replace such subcontractors in the manner provided for in the Contract. The Seller confirms that it will only use materials for the performance of the Contract that are not subject to restrictive measures and will only source them from territories that are not subject to restrictive measures, and that it will take the utmost precautions to ensure that there is no risk of violation of international sanctions during the course of the Contract. The Seller, in the event of a breach of its obligations under this clause of the Contract, and in the event that the Seller's representations set out in this clause are found to be untrue, shall be liable to indemnify the Buyer against any loss relating to such breach and untrue representations, including, but not limited to, loss relating to termination of the Contract.

17.6. Neither Party shall be entitled to assign all or any part of its rights and obligations under the Agreement to any third party without the prior written consent of the other Party.

## **18. MODIFICATION AND TERMINATION OF THE CONTRACT**

18.1. The Contract may be amended, supplemented or terminated only in writing. The Contract shall be amended by the Parties signing an agreement to amend the terms of the Contract, except that the terms of the Contract may be amended by unilateral written notice:

18.1.1. if during the term of the Contract there is a change in the address, bank account No., contact details, other details of the Party provided for in the Contract, the Parties shall not enter into a written agreement to amend the Contract. A Party that changes its particulars or other data shall be obliged to inform the other Party in writing of the change in accordance with the notification procedure set out in the Contract;

18.1.2. where a Buyer has received a request from the Seller to recalculate the price of the Goods in accordance with the conditions set out in the Contract and notifies the requesting Party in writing of its agreement to recalculate the price of the Goods, the revised price of the Goods shall apply as from the date on which the agreement to recalculate the price of the Goods was concluded or the date on which the other Party was notified of its agreement to recalculate the price of the Goods within the time limit set out in the Contract, whichever is the earlier;

18.1.3. when the subcontractors used for the performance of the Contract are changed or additional or new subcontractors are used, in accordance with the procedure laid down in the Contract.

18.2. The terms and conditions of the Contract may be amended during the term of the Contract in the cases and on the grounds set out in Article 97 of the Law.

18.3. During the term of the Contract, the Party initiating the amendment shall submit to the other Party a written request to amend the terms of the Contract and copies of the documents supporting the circumstances, arguments and explanations referred to in the request. The other Party shall respond to the submitted request for modification of a term of the Contract in a reasoned manner no later than within 10 (ten) working days.

18.4. Amendments to the Agreement shall enter into force upon signature, unless otherwise agreed by the Parties. Amendments to the Contract shall form an integral part of the Contract.

18.5. The Buyer shall have the right to unilaterally terminate the Contract out of court by notifying the Seller in writing at least 15 (fifteen) days in advance for the following reasons:

18.5.1. if the Seller is bankrupt under conditions other than those of Article 97 of the Law (its successor in title does not agree to continue to perform the Contract on the same terms);

18.5.2. if the Seller is more than ninety (90) days late in delivering the Vessel,;

18.5.3. if the delivery of the Vessel has to be postponed for an indefinite period due to Force Majeure, or if the Force Majeure event lasts for more than 6 (six) months after the expiry of the deadline for delivery of the Vessel, including any extensions of such deadline as provided for in the Contract;

18.5.4. if the Vessel or any intermediate result thereof is lost or damaged prior to its delivery to the Buyer and such causes make it impossible for the Seller to perform the Contract on time and such has not been remedied within 90 days;

18.5.5. if it becomes known that the Seller is subject to seizure of assets or provisional measures of protection, the Seller has entered into an amicable agreement with its creditors, the grounds for bankruptcy or restructuring proceedings have arisen, or a petition has been filed for the opening of bankruptcy or restructuring proceedings against the Seller, bankruptcy or restructuring proceedings have been instituted, tax arrears have been incurred or other relevant circumstances exist and the totality of these circumstances suggests that the Seller will not be able to perform the Contract in a timely manner or to a satisfactory standard, or that the recovery of damages resulting from the breach of the Contract may be impeded;

18.5.6. if the Seller (including any of the Seller's employees, agents, subcontractors, representatives, etc.) gives or offers (directly or indirectly) to any employee of the Buyer any benefit in the form of goods, gratuities, commissions, services or any other tangible or intangible benefit as an inducement or reward for doing or refraining from doing any act in connection with the Contract, or for showing or refraining from showing favouritism or disfavour to any person in connection with the Contract (a "Bribe"). In the event of termination of the Contract by the Buyer on this basis, the Seller shall reimburse the Buyer for actual costs incurred by the Buyer in connection with the completion of the Contract and shall indemnify the Buyer for any loss suffered as a result of the termination;

18.5.7. an extension of the period of time when the Seller fails to provide a performance security in accordance with the Contract;

18.5.8. if the liquidated damages assessed against the Seller exceed 10 (ten) per cent of the original Contract value;

18.5.9. when the Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for National Security, adopts a decision confirming that the Agreement is not in the interests of national security;

18.5.10. on the grounds set out in Article 98(1)(1) to (4) of the Law;

18.5.11. in other cases provided for in the Contract.

18.6. In the event of termination of the Contract by the Buyer on the grounds set out in Clause 8 of this Contract, then, , the Seller shall be liable to repay to the Buyer the amount of all monies paid by the Buyer for or on account of the Contract Price price of the Vessel as from the date when such monies were paid by the Buyer to the Seller up to the date of the repayment thereof.

18.7. The Seller shall have the right to terminate the Contract by giving 14 written notice to the Buyer if the Buyer is in arrears in payment for more than 14 (fourteen) days and, despite the Seller's request in writing, has not remedied the situation within the period specified by the Seller,

18.8. The Parties may unilaterally terminate the Contract immediately, but not later than within 5 (five) business days, if the implementation of the mandatory international sanctions, as defined in the Law on International Sanctions of the European Union prohibits the performance of the Contract, by notifying the other Party in writing, if the Contract has entered into force prior to the establishment of the implementation of such international sanctions..

## **19. RESPONSIBILITY OF THE PARTIES**

19.1. If the Buyer, through no fault of the Seller, fails to make payments as required under this Contract, the Buyer shall, at the Seller's request, be liable to pay to the Seller, for each day of delay, a default interest of 0.05 (five one-hundredths of a) per cent of the amount of the default, not exceeding ten (10) per cent of the original Contract value.

19.2. If the Seller, through no fault of Buyer, delays in delivering the Vessel in accordance with the time limits set out in the Contract for more than 30 (thirty) days (except in the case of Clause 9.3, where liability shall apply in a different manner), the Seller, at the Buyer's request, shall be liable to pay to the Buyer a late payment interest of 0.05 (five hundredths) per cent of the Contract price

exclusive of VAT for each day of delay. The Seller shall be liable to pay fines and damages not covered by fines at the Buyer's request.

19.3. If the Seller fails to deliver the Vessel within the time limit or fails to remedy the defects in accordance with the procedure and within the time limits laid down in the Contract, the Buyer shall be entitled, without formal notice and without prejudice to its other remedies, to charge interest at the rate of 0.05 (five one-hundredths of a per cent) of the Contract price exclusive of VAT for each day of default. If the Buyer so requests, the Seller shall be liable to pay the default interest and to compensate for any damages not covered by the default interest. The payment of interest shall not relieve the Parties of their obligation to perform their obligations under the Contract. .

## **20. Contract PERFORMANCE ASSURANCE, EMERGENCY PAYMENT GUARANTEE AND INSURANCE**

20.1. The performance of the contract is secured by a bank guarantee. The amount of the performance security shall be 5 (five) per cent of the initial value of the Contract.

20.2. The Seller shall provide the Buyer with an irrevocable first demand bank guarantee within fourteen (14) days after the signature of the Contract. A draft of the Contract performance guarantee document shall be submitted to the Buyer for approval.

20.3. The term of validity of the Contract performance guarantee must be at least 30 (thirty) days longer than the term of delivery of the Vessel. The Performance Security shall be valid for all of the Seller's obligations under the Contract, including any penalties, interest, liquidated damages or other amounts reasonably claimed from the Seller under the Contract.

20.4. If, during the term of the Contract, at the expiry of the validity period of the Contract performance guarantee, the time limit for delivery of the Vessel under the conditions set out in the Contract is extended or postponed due to the suspension of the Contract or the delivery of the Vessel to the Buyer is delayed, The Seller shall, not later than five (5) working days before the expiry of the validity period of the submitted performance security, deliver the extended performance security or provide a new performance security and a copy of the proof of payment for the same period as the extension of the deadline for delivery of the Vessel or, where the deadline for delivery of the Vessel is not extendable, for the period of time within which the Seller expects to deliver the Vessel and for an additional period of thirty (30) days, unless such delay is caused by the Buyer.

20.5. If the Seller fails to extend the term of validity of the Contract Performance Security, or fails to provide the Contract Performance Security for the recalculated Initial Contract Value in the cases set out in the Contract, the Buyer shall have the right, at its option, to suspend payments under the Contract or to terminate the Contract in the event the Seller has not remedied such failure within reasonable time upon receipt of written notice thereof by the Buyer.

20.6. The Seller shall provide the Buyer with an irrevocable, first demand, unconditional guarantee for the repayment of the first advance payment (the first instalment of 10%), the value of which shall be equal to one hundred percent (100%) of the amount of the advance payment specified in the Contract. A draft of the advance payment repayment guarantee shall be submitted to the Buyer for approval.

20.7. The advance payment guarantee must be issued by a bank (or, if the parent bank has one, by a bank with a credit rating not lower than Standard & Poor's - A-, or Moody's - A3, or Fitch - A-) and the advance payment guarantee must be valid for a period of at least thirty (30) days after the date of delivery of the Vessel to the Buyer or the termination of the Agreement

10.8. The Buyer may invoke the performance security for the Contract if the amount demanded is repayable by the Seller as per final and non-appealable or not appealed court order under the Contract terms and has not been repaid in any of the following circumstances:

10.8.1. the Seller has failed to perform, is failing to perform or is not properly performing its material obligations under the Contract;

10.8.2. the Seller fails to comply with the Buyer's instruction to rectify the defects in the Goods within a reasonable period of time according to the industry standard agreed by both parties in the remedy period

10.8.3. if the Buyer has suffered any actual loss (including, without limitation, additional costs, loss of revenue or other direct loss, interest and/or penalties) as a result of any action (act or omission) by the Seller;

10.8.4. the Seller shall unilaterally terminate the Contract without a justifiable reason (other than in the cases set out in the Contract or Lithuanian Law).

## **21. CONFIDENTIALITY**

21.1. The information contained in and/or relating to the Contract, as well as any other information disclosed by the Parties to each other during the performance of the Contract, whether intentionally or accidentally (other than information which may not be regarded as confidential information by virtue of the law, as well as information which may be publicly available), shall be confidential. Each Party undertakes not to disclose any confidential information received from the other Party in connection with the performance of the Contract. Such information, both during the term of the Contract and after the termination of the Contract, may be disclosed to third parties only to the extent that such disclosure is necessary for the proper performance of the Contract, and only with the prior written consent of the other Party, subject to compliance with the requirements of personal data protection.

21.2. The Parties agree that in the event of disclosure of confidential information by the Seller, the Seller shall indemnify the Buyer against all direct damages. The Parties agree that in the event of disclosure of confidential information by the Buyer, the Buyer shall indemnify the Seller against all direct damages

21.3. Each Party shall ensure compliance with the legislation of the European Union, official or commercial secrets and data protection. The Parties undertake to ensure the security of personal data and to carry out the processing of personal data in a lawful manner in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and of any other legislation regulating the processing of personal data. The Seller confirms that it has been informed of and has read the rules governing the processing of the Buyer's personal data, which are available [at www.vvkd.lt](http://www.vvkd.lt).

21.4. The Parties may not use each other's data for direct marketing purposes (including for sending promotional messages).

## **22. CORRESPONDENCE AND THE PERSONS RESPONSIBLE FOR IMPLEMENTING THE CONTRACT**

22.1. The parties correspond in Lithuanian or, in the event that the Seller is no Lithuanian party, in English. All notices, consents and other communications which a Party may give under the Contract shall be deemed valid and duly served if they are served on a representative of the Party or sent by post, email to the addresses specified in the Contract.

22.2. In the event of a change in the address and/or other particulars of the Party specified in the Contract, as well as in the person responsible for the performance of the Contract, the Party shall inform the other Party by giving at least five (5) business days' notice. Any claims by a Party arising out of or in connection with improperly served notices shall be deemed to be unfounded.

22.3. The Buyer's person responsible for the performance of the Contract is .. The representative referred to in this clause shall not be entitled to amend or terminate the Contract.

22.4. The Seller's person responsible for the performance of the Contract  
The Parties may change the representatives and their contact details referred to in the Contract by unilateral written notice.

### **23. FORCE MAJEURE**

23.1.....Should the construction or delivery of the Vessel be delayed or any work required of the Seller hereunder be prevented or hindered by events such as, but not limited to: Acts of God; war or other hostilities or preparations therefore, civil commotions, riots or insurrections; blockades; embargoes, export or import restrictions; epidemics; pandemics; strikes, lockouts or other labour disturbances or difficulties whatsoever; earthquakes; landslides; floods; exceptional weather conditions not included in normal planning; prolonged failure of electric current; damage by fire, lightning or explosion; provided in any such case that the delay could not have been avoided by reasonable efforts on the part of the Seller, or should the construction or delivery of the Vessel be delayed owing to causes of any of the foregoing kinds of force majeure affecting the Seller's other commitments, then and in any such case the number of days of delay so caused shall be permissible delay and the Vessel's delivery date shall be postponed by the cumulative amount of such permissible delays.

23.2. Within 2 days after the Seller becoming aware of the extent of an event of force majeure the Seller shall notify the Buyer in writing thereof indicating the extent of the delay so caused.

23.3. The Party requesting to be relieved of liability must notify the other Party in writing of the force majeure circumstances as soon as possible, but not later than 3 (three) working days after the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimise the costs or adverse consequences, and of the likely time limit for the fulfilment of its obligations. Notification is also required when the grounds for default cease to exist. If a Party fails to give timely notice or to inform, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

23.4. If the Force Majeure event continues for more than one two month from the date of notification, either Party may terminate the Contract by giving five (5) working days' notice to the other Party. Force majeure shall not be deemed to mean that a Party does not have the necessary financial resources, or that the debtor's counterparties are in breach of their obligations, or that the debtor is in breach of its obligations to its counterparties.

### **24. FINAL PROVISIONS**

24.1. The Contract shall be executed in Lithuanian and English language (if the seller is a foreign entity) by means of an electronic document and shall be signed by both Parties by electronic signature. In case Seller is a foreign entity, the English wording shall prevail.

24.2. The invalidity of a term of the Contract shall not invalidate the Contract as a whole, unless the Parties would not have entered into the Contract at all without that term. The Parties agree that in the event of the invalidity of one of the clauses of the Contract, provided that such invalidity does not invalidate the Contract as a whole, the said clause shall, by written agreement of the Parties, be immediately replaced by a new clause which is the closest in meaning and content to the invalid clause and which has a similar legal and economic effect to that of the clause which has been replaced.

24.3. In the event of any inconsistency between the provisions of the Contract and those of the Technical Specification, the terms of the Contract shall prevail.

24.4. The contract is governed by the law of the Republic of Lithuania. Disputes arising between the Parties in connection with the Contract shall be settled by negotiation or, failing such negotiation, by judicial dispute resolution in the courts of the Republic of Lithuania. The contractual jurisdiction shall be the courts located in Vilnius City.

24.5. The time limits set out in the Contract in days shall be calculated in calendar days (d.), unless otherwise specified in the Contract.

24.6. The Parties confirm that they have read the Agreement, understood its contents and consequences, accepted it as being in accordance with their intentions and signed it.

24.7. The Annexes to the Agreement shall form an integral part thereof. Annexes to the Agreement:

24.7.1. Annex 1 to the contract - technical specification;

24.7.2. Annex 2 to the Contract - Seller's Offer and general arrangement (if applicable).

24.7.3. Annex 3 Technical specification of the batteries

## 25. DETAILS AND SIGNATURES OF THE PARTIES

### On behalf of the Buyer

#### AB Inland Waterways Directorate

Raudondvario pl.113, LT-47186 Kaunas

Code 132090925

VAT payer code LT320909219

A. s. EN 437044060008136072

AB SEB bankas

Tel. (8 37) 322 844

E-mail [vvkd@vvkd.lt](mailto:vvkd@vvkd.lt)

Director-General

Vladimiras Vinokurovas

### On behalf of the Seller

#### Kotug Push-it BV

Waalhaven O.z 77, 3087BM Rotterdam

Code 80094821

VAT payer code NL861553147B01

A.s. NL94ABNA0889289727

ABNAMRO, ABNANL2A

Tel.: +31 102170246

E-mail [e.vroegop@kotug.com](mailto:e.vroegop@kotug.com)

Chief commercial officer

O.Munir



<i>EIL. NR.</i>	<i>TECHNICAL REQUIREMENT</i>	<i>COMPLIANCE WITH THE REQUIREMENTS OF THE TECHNICAL SPECIFICATION  (to be completed by the Supplier)</i>
<b>I. GENERAL</b>		
<b>1.</b>	<p><b>1.1. Objective</b></p> <p>The joint stock company Inland Waterways Authority (hereinafter referred to as the 'Buyer') plans to purchase an electric <i>inland water</i> pusher (hereinafter referred to as the 'pusher/boat') suitable for shallow waters, the motors of which are powered by electricity from batteries. The batteries must be removable from the vessel for charging. The pusher shall be designed to push a barge without propulsion.</p> <p>This Technical Specification provides the basic information, standards and technical requirements to enable the Vendor to carry out detailed engineering and manufacturing work in accordance with the requirements of the applicable rules and regulations.</p> <p>The Seller shall be responsible for the design and construction of the Vessel in accordance with the performance requirements set out and the recommended shipbuilding methodology and best practice. The Vendor is encouraged to use innovative solutions and existing designs.</p> <p>The supplier's tender shall include all parts, machinery, works and services which, although not expressly provided for in the technical specification, are necessary for the manufacture, delivery, commissioning and safe operation of a vessel complying with the requirements of this technical specification, as required by law and by the rules of the classification society, and which are necessary and customary on equivalent vessels, without incurring any additional cost to the buyer. The choice of dimensions, quantities and manufacturer shall be in accordance with the general technical rules, requirements and normal shipbuilding practice. All drawings, diagrams and calculations shall be checked against the actual condition and, where</p>	

necessary, submitted to the buyer for approval and, where appropriate, to the chosen classification society.

### **1.2 Abbreviations**

The following abbreviations are used in the Technical Specification:

- AVMS - Automatic Control and Monitoring System.
- BMS - Battery management system.
- PMS - Power management system.
- LTSA - Lithuanian Transport Safety Administration.
- AC - alternating current.
- DC - direct current.
- BESS (Lithium Battery Energy Storage Systems)
- 'Classification society' means a ship classification society, the national body for the classification and maintenance of ships. It prepares and issues rules for the design and classification of ships, establishes requirements for civil maritime safety and the protection of life and the carriage of cargo; examines the design of ships, their equipment and other technical documentation; supervises the construction and operation of ships by periodically inspecting the condition of the ships; carries out measurements of the ships and assigns classes according to the purpose of the ship, the strength of the hull, the reliability of the machinery and so on; and issues classification certificates authorising the ship to operate and granting better insurance conditions and benefits.

### **1.3. Standards**

The design and construction of the hull shall be in accordance with the vendor's standards, the classification society's rules and other applicable requirements and regulations in the field, and the construction of the other parts of the ship (other than the hull) shall be in accordance with the vendor's standards and other applicable requirements and in the field regulations.

The Vessel's machinery, systems and equipment shall be subjected to tests required for ESTRIN certification in accordance with ESTRIN regulations.

The metric system shall be used for the design and construction of the hull, machinery and equipment.

#### **1.4 Documentation and drawings**

During the performance of the Contract, the Seller shall provide the Buyer with a complete list of documents (with its planned timetable for issue and delivery) corresponding to the scope of work as specified in the tender documentation, to be approved by the classification society and necessary for the construction of the vessel. Such list of documents shall be updated at the request of the classification society. The documents submitted and the approvals granted shall not relieve the vendor of its responsibility for the performance of the work under the contract throughout the contract period.

The quality of design, construction, installation, inspection, testing and workmanship not covered by the Technical Specification shall be implemented in accordance with the Vendor's work plans for the construction of the vessel.

##### **1.4.1. Approval of drawings**

Before and during construction, all general drawings of the ship (general arrangement of the ship, arrangement of decks, arrangement of the control console, arrangement of machinery) shall be submitted to the classification society for approval.

All drawings must be detailed, showing the layout of assemblies and systems.

Within 15 calendar days from the date of submission, the buyer shall approve or comment in writing on the vessel design and drawings. If no comments are submitted within this period, the document shall be deemed to be approved. The Seller shall, taking into account the Buyer's comments, make the modifications within 20 calendar days or within a reasonable period agreed between the parties, the duration of which shall be justified by the Supplier.

At the time of approval, the seller shall incorporate the buyer's comments into the shipbuilding design and drawings if the changes are in accordance with this

technical specification. Changes to the drawings will require an updated Buyer's approval.

#### **1.4.2. Completed drawings**

Two (2) sets of all drawings, plans, schematics in paper format and two (2) sets in digital format (PDF. format) shall be submitted prior to the handover of the vessel to the buyer. The drawings shall be scanned using AutoCad. The results of the stability and stability calculations shall be submitted in three (3) copies. Upon delivery of the vessel, the final master layout plan shall be submitted to the buyer in triplicate. The drawings (in colour) shall be submitted laminated and framed:

- Fire safety and rescue plan.
- Drainage plan.
- External fire-fighting plan.
- Manoeuvrability information.
- Tank measuring tables (without framing).

#### **List of drawings, diagrams, plans**

The Seller shall deliver to the Buyer at the time of handing over the Vessel not less than the following drawings, diagrams and plans:

- general layout;
- midelio section;
- construction plan with cross-sections;
- a hull liner;
- all structural drawings of the hull, decks, etc. of the metallic , i.e. all metal structures;
- tank test plan;
- tank deployment plan;
- a docking plan with the positions and number of docking units;
- a fire safety and rescue plan;
- a general arrangement drawing showing the auxiliary machinery, piping, electrical cable routes, flooring, locations of electrical panels, etc., of these components:

- |  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <ul style="list-style-type: none"><li>- the engine room;</li><li>- battery rooms;</li><li>- pumping stations;</li><li>- a pipe tunnel;</li><li>- steering rooms;</li><li>- air-cooling and ventilation rooms;</li><li>• mooring equipment (mooring winches, spars, outriggers, cleats, knuckles);</li><li>• anchoring equipment (anchor, chains, cleats, chain boxes);</li><li>• a drawing of the superstructure and wheelhouse layout with cross-sections;</li><li>• Furniture layout;</li><li>• Walls and ceilings in living areas;</li><li>• door plan;</li><li>• Window plan;</li><li>• floor plan;</li><li>• insulation plan;</li><li>• paint scheme and paint specification;</li><li>• Ventilation and air conditioning plan, ducts, filters;</li><li>• fire valves;</li><li>• deck layout;</li><li>• metal ladders, platforms and stairs;</li><li>• hatch plan;</li><li>• railing plan;</li><li>• Chart of marks (draught, freeboard mark, etc.);</li><li>• cathodic protection plan;</li><li>• stems;</li><li>• antenna plan;</li><li>• Sensor placement;</li><li>• Power plant layout;</li></ul> |
|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

- arrangement of the drive train;
- drawings of all pipes, with clearances between bulkheads and all details;
- drawings of fresh water, storm water, sewage, cargo, hydraulic, heating, electrical, radio and navigational equipment and other on-board systems;
- technical specifications with descriptions of equipment and machinery;
- List of approved fluids and oils;
- foundations (foundations) of major equipment (e.g. main, auxiliary gears, winches, etc.);

test protocol.

#### **1.4.4. Instruction documentation**

The seller shall provide two sets (in paper format) and two sets in electronic format of all equipment, machinery, certificates of conformity, descriptions, operator's *manuals*, *workshop manuals*, catalogues of *spare* parts and other documentation in accordance with the seller's list of documentation, of which one set shall be completed on board in accordance with the list of completed plans, at the time of delivery of the vessel to the buyer.

Spare parts lists (catalogues) for all equipment and installed equipment must state:

- a position number indicating a complete and legible drawing.
- the name or description of the part.
- unique part number.
- Detailed specification (including make, type, relevant dimensions, standard material, etc.) of commonly sold parts such as fasteners, bearings (roller bearings, cylindrical roller bearings, etc.), seals (sealing rings, cylinder seals, etc.), hydraulic components, electrical components, couplings, hoses, tracking devices, attachments and fittings (valves, check valves, etc.).

The scope of completion of the completed plans shall be in accordance with the Vendor's standard, including any specific completed plan as required by the Contract Documents. The maintenance and repair manuals and spare parts catalogues provided shall ensure that the buyer is able to carry out all maintenance and repair work and spare parts orders properly. The instruction books and spare parts catalogues shall be supplied in the original form, as normally supplied by the manufacturers of the products concerned, in both English and Lithuanian.

Sufficient fuel, sewage, sludge or bilge piping diagrams, colour-coded piping diagrams, laminated safety and fire precautions plans, as required by the authorities, shall be affixed at appropriate locations on board.

#### **1.5 Occupational health and safety instructions**

The seller shall provide, together with all the ship's documentation, at the time of the acceptance of the pusher, the detailed occupational health and safety instructions for the crew to ensure the safe operation of the ship in different meteorological conditions:

- Instructions for use of the vessel and its machinery.

#### **1.6 Training of the Buyer's crew**

The seller shall, after handing over the vessel to the buyer within 14 calendar days at the latest, train the buyer's crew (captain and chief engineer) in the proper and safe operation of the vessel at the seller's expense. The duration of the training shall not be less than 5 calendar days.

#### **1.7. Schedules**

The seller will be required to submit a design and construction action plan within the deadlines set out in the contract.

#### **1.8 Language**

All design and construction documents and drawings to be submitted to the buyer shall be in both English and Lithuanian, and the inscriptions and plates on the main engine, auxiliary machinery, electrical, steering gear and necessary valves shall be

in both English and Lithuanian, using the metric system of measurement.

#### **1.9 Model of the vessel**

The seller shall provide one model of the vessel in a scale of at least M1:50 before handing over the vessel to the buyer.

#### **1.10 Description of the vessel**

The pusher shall be designed and built as an environmentally friendly, green vessel powered by electric motor(s). The push boat will be operated on the Kaunas-Klaipėda route on the river Nemunas. The vessel shall be powered by electric motor(s), each driving one propeller.

The hull and superstructure shall be made of metal, the superstructure being located in the bow. The wheelhouse (bridge) shall be movable by means of hoists. The height of the lowered wheelhouse (bridge) from the waterline shall be not more than 5,5 m. The height of the raised wheelhouse (bridge) shall ensure good visibility (including that of the barge being pushed with a loaded cargo: a fully loaded formation) as provided for in the European Standards, , LTSA Orders. The height of the raised wheelhouse shall not be less than 12,0 m (at eye level) from the waterline.

#### **1.11. Rules and Documents**

The pusher craft shall be designed and its hull shall be built to the requirements of a classification society recognised by .

The vessel will be registered in the Inland Waterways Register of the Republic of Lithuania, sailing area - Inland Waters, Klaipėda port. The Seller shall be responsible for ensuring that the Vessel is designed and constructed in accordance with the requirements and regulations in force or coming into force on the date of signing of the Acceptance and Delivery Certificate.

Where there is a discrepancy between the requirements described in the legislation or standards, the requirements and legislation with the more stringent requirements must be followed.

The vessel will be required to have all the certificates and documents required for registration by the classification society to whose requirements it will be built

	<p>and/or by the Transport Safety Administration of the Republic of Lithuania. Two copies of each certificate and document, an original and a copy, must be presented at the time of delivery.</p> <p>The Seller undertakes to prepare all the documents necessary to register the vessel in the Register of Ships of the Republic of Lithuania in order to obtain a valid technical inspection, and the Buyer undertakes to ensure that the vessel is registered in the Register of Ships of the Republic of Lithuania and has a valid technical inspection.</p>
<b>II. FUNCTIONALITY</b>	
2.	<p><b>2.1</b> The pusher shall comply with the operating environmental conditions:</p> <ol style="list-style-type: none"> <li>1. Be capable of pushing a barge and cargo (total weight not less than 2000 tonnes) of not less than 75 m in length by not more than 16 m in breadth with a loaded height from the deck of the barge of not less than 6,5 m (in two rows of 40-foot high-cube container type);</li> <li>2. Be able to ensure (pusher and barge) controllability of the convoy downstream, upstream, during turns and manoeuvres, moored at the berth, taking into account the total weight, length, breadth, height and area of the convoy (with cargo loaded on the barge);</li> <li>3. To ensure the controllability and tractability of the pusher and of the train of at least 2000 tonnes in winds of at least 12 m/s;</li> <li>4. It must be able to operate at an air temperature of at least -5°C to +35°C;</li> </ol>
	YES
	YES
	YES
	YES

	<p>Must be capable of operating at an outboard (river) water temperature of not less than 0°C to +30°C;</p> <p>5. It must be able to reach a speed of at least 10 km/h when pushing the formation and at a maximum engine load of 80%;</p> <p>6. The pusher must be able to swim a distance of 300 km;</p> <p>7. The pusher must be new (unused).</p>	<input type="text" value="YES"/>	
		<input type="text" value="YES"/>	
		<input type="text" value="YES"/>	
<b>III. MAIN CHARACTERISTICS</b>			
3.	3.1. Length of the pusher	Not more than 26 m	21,25m
	3.2 Width of the pusher	Not more than 12 m	11,50m
	3.3. Maximum draught of the pusher (with the correct number of batteries)	Not more than 1,4 m	1,40m
	3.4 Maximum height of the pusher from the waterline	Not more than - 5,5 m	4,60m
	3.5. be able to sail while pushing a 2000t formation at not more than 80 % engine load	Not less than 10	12 km/h
	3.6. Pushing capacity of the formation (cargo and barge)	Not less than - 2000 t	2500t
	3.7 Crew	The crew will consist of 3 people. Accommodation is provided in one double and two single cabins	
<b>IV. HULL AND SUPERSTRUCTURE</b>			
4.	<p><b>4.1 General requirements</b></p> <p>All materials and equipment installed on board or delivered with the vessel must be new and certified. All ship's systems (piping, electrical cables, etc.) must be</p>		

appropriately marked for their intended use. The vessel must be cleaned before delivery to the buyer.
<p><b>4.2. Testing</b></p> <p>The ship's machinery, systems and equipment shall be subjected to static tests, dock tests and running tests in accordance with approved test programmes, in the presence of representatives of the purchaser .</p>
<p><b>4.3. Partitions</b></p> <p>The hull shall be divided into watertight transverse bulkheads which shall be located in such positions as the classification society requires.</p>
<p><b>4.4. Foundations of mechanisms</b></p> <p>Welded foundations of solid construction are used for the installation of motion mechanisms, generator sets, pumps, electrical equipment and other equipment. Foundations shall be designed to comply with the manufacturer's recommendations for weight and forces to be applied when the vessel is underway.</p>
<p><b>4.5 Off-board water abstraction</b></p> <p>The design will determine the need.</p>
<p><b>4.6 Water and ventilation outlets</b></p> <p>Drains and vents shall be provided in the internal structural members of all tanks, decks and main structures to ensure free movement of liquid and/or air to the .</p>
<p><b>4.7. Buttresses (support beams)</b></p> <p>All round the hull shall be fitted with round section tie beams (spars) of rubber or other material not inferior to rubber compound. The bulwarks shall be placed in a reinforced recess along the perimeter of the deck. The spacers shall be highly resistant to abrasion and tearing and shall withstand friction, impact during operation and mooring.</p>
<p><b>4.8. Other components</b></p> <p>All other components of the joining equipment in accordance with recommended shipbuilding methodology, best practice.</p>
<p><b>4.9 The stem</b></p> <p>The mast shall be of the retractable type mounted on the wheelhouse roof. The navigation mast shall be equipped with antennas and navigation lights.</p>

<p><b>4.10. Insulation</b></p> <p>Insulation in machinery spaces, battery compartments and all other areas of the ship shall be installed in accordance with the recommended shipbuilding methodologies and best practices recommended by</p>
<p><b>4.11 Windows, doors and hatches</b></p> <p>Doors, windows, hatches and covers, their arrangement and thickness shall comply with the mandatory legal requirements and be fitted in accordance with the shipbuilding methodologies and good practice recommended by .</p>
<p><b>4.12. Protection and painting of structural surfaces</b></p> <p>The surface of the entire hull and superstructure shall be prepared in accordance with the requirements of the painting scheme for priming and painting.</p>
<p><b>4.13. Cathodic protection</b></p> <p>The aluminium or zinc anodes for electrochemical protection shall be installed before the ship is launched and shall be located in the lines of the underwater part of the hull.</p>
<p><b>V. WHEELHOUSE AND ITS EQUIPMENT</b></p>
<p><b>5.1. Wheelhouse</b></p> <p>The wheelhouse shall be hydraulically raised. The elevating wheelhouse shall not endanger the stability of the vessel. The raising and lowering of the wheelhouse shall not interfere with operations from . The maximum height of the wheelhouse in the down position shall be 5,5 m from the waterline. The wheelhouse in the raised position shall ensure that the helmsman's visibility above the waterline is maintained in accordance with the requirements for visibility from the wheelhouse.</p> <p>5. The position of the wheelhouse shall ensure good bow visibility when in formation with a full container barge. It shall be possible to enter and leave the wheelhouse safely in any position. The lifting mechanism shall be operable from inside the wheelhouse. Means shall be provided to prevent uncontrolled descent of the wheelhouse. Adequate safeguards shall be in place to prevent the risk of injury from lowering the wheelhouse. A prominent and audible warning signal shall be activated automatically at the start of the lowering operation. The wheelhouse shall be of ergonomic design with a fully equipped control panel from which all</p>

	<p>processes of the vessel and its equipment shall be monitored and controlled. All controls for navigation and manoeuvring equipment shall be easily accessible and legible to the helmsman at the control panel. The helmsman shall have good visibility. The wheelhouse shall be equipped with a console for the navigation lights, a ship's clock, a barometer, an outside air temperature thermometer or a metrological station and a loudspeaker.</p>
	<p><b>5.2. Navigation and communication equipment</b></p> <p>The composition and quantity of navigation and communication equipment shall be based on the size of the vessel and the area of navigation, in accordance with the Inland Navigation Guidelines .</p>
<b>VI. LIVING LAMBS</b>	
6.	<p><b>6.1 Main engines</b></p> <p>The engine compartment shall be equipped with an electric motor(s) with all necessary equipment. The power of the motors shall be at least sufficient to ensure the conditions specified in the preceding specification. The engines shall be loaded up to 80 % under operating conditions and shall be capable of a speed of at least 10 km/h when pushing a complete and loaded formation (pusher, barge, cargo). The engines and other equipment shall be installed in accordance with the shipbuilding methodologies, best practices for this type of vessel. Provision shall be made for the engines and machinery to be removed from the engine room.</p>
	<p><b>6.2 Electric motors - generators</b></p> <p>The vessel shall be equipped with an electric motor-generator which, depending on the selected operating mode, is connected to the transmission to supply electricity to the vessel's consumers and to charge the main batteries.</p>
	<p><b>6.3. Remote technical assistance system</b></p> <p>The ship shall be equipped with a system that allows the shipbuilder to remotely access the EMSA to perform troubleshooting of the ship's electronic systems, to configure electronic equipment or to provide other technical assistance remotely. The remote access to the EMSA shall be designed in such a way that access to the ship's EMSA is granted by the buyer to the shipbuilder on a case-by-case basis, i.e.</p>

	<p>the shipyard cannot access and control the EMSA system at random times. The AVMS shall be able to connect to the systems listed in clauses 8.4; 8.10; 8.11; 8.12.</p>
	<p><b>6.4 Battery room</b></p> <p>The battery room shall be equipped in accordance with the requirements of the specific legislation , The room shall be equipped with ventilation, cooling, heating, security and other systems necessary to ensure the longevity and protection of batteries</p>
<b>VII. DENY'S EQUIPMENT</b>	
7.	<p><b>7.1 Anchoring and mooring equipment</b></p> <p>Anchorage, mooring connection facilities shall be installed in accordance with the requirements of the specific legislation . The number and size of anchors shall be calculated in accordance with the EU-TRIN or equivalent rules, taking into account the size of the pusher and the convoy.</p>
	<p><b>7.2 Rescue equipment</b></p> <p>The types, arrangement and quantity of life-saving appliances shall comply with the requirements of LTSA or equivalent for the size of the designed vessel, the sailing area and the number of persons on board.</p>
<b>VIII. SHIP'S SYSTEMS AND AUXILIARY MACHINERY</b>	
8.	<p><b>8.1 General requirements</b></p> <p>The ship shall have piping diagrams corresponding to the final layout of the equipment, reflecting the actual dimensions and flow characteristics.</p> <p>The installation of piping systems, including pipe diameters, thicknesses and all other parameters of each system shall be in accordance with recommended shipbuilding methodology, good practice</p>
	<p><b>8.2. Heating, ventilation and air conditioning</b></p> <p>Air conditioning, ventilation and heating must be provided in all living and working areas and must comply with the applicable sanitary standards, .</p> <p>The number, arrangement and management of fire dampers in accordance with recommended shipbuilding practices, best practice.</p>
	<p><b>8.3. Sanitation system</b></p>

The fresh water system shall provide for the reception of water into the fresh water tank, the supply of water to the hot water heater, and the washbasins in the sanitary facilities. The capacity of the fresh water tank shall ensure the autonomy of the vessel during two shifts of at least 5 days.

There shall be a drainage system for the collection of waste water and faecal water from sanitary appliances. The system shall be equipped with a fixed fecal pump for the connection of waste water to the shore facilities. The capacity of the sewage tank shall be such as to ensure the autonomy of the vessel during two shifts of at least 5 days.

#### **8.4 Drainage system**

An effective drainage system shall be in accordance with recommended shipbuilding methodology and best practice. In the case of sewage wells, the emergency alarm of water level and the control of the sewage pumps shall be via the EWMS.

#### **8.5 Drainage system**

A deck drainage system shall be fitted to remove water from the deck overboard. A compartment drainage system shall be fitted to drain condensation from the compartments.

#### **8.6 Ballast system**

The need for a ballast system to ensure that the pusher has the required draught and can float on a level keel shall be decided by the shipbuilder.

#### **8.7 Fire extinguishing system**

All fire-fighting systems, appliances on board shall be designed and installed in accordance with recommended shipbuilding methodology, best practice. .

#### **8.8. Hydraulic system**

The hydraulic system or systems shall be designed to supply hydraulic power to the hydraulic platform (steering gear) and other mechanisms such as steering gear as necessary. The hydraulic system or systems shall be designed and installed in accordance with best practice for ships under construction and the standards of the builder.

#### **8.9 Vessel lighting system**

The ship shall be provided with sufficient lighting sources, their arrangement and intensity of light intensity in accordance with the applicable regulations and to ensure good lighting in accommodation, service spaces, main deck, gangways and wherever necessary for safe working.

#### **8.10. Automatic Control and Monitoring System (ACMS)**

The vessel shall be equipped with a state-of-the-art Automatic Vessel Management and Surveillance System (AVSS), which shall include all the necessary functions to monitor and control the vessel's propulsion plant, batteries, machinery and systems when the engine room is without a duty officer. . The AVMS shall include at least:

- Control and monitoring of the ship's liquid levels in the tanks, the bilge water system.
- Control and monitoring of the ship's lighting and navigation lights.
- Control and monitoring of ventilation, cooling and heating systems.
- Control and monitoring of pumps, valves (dampers).
- Interface with BMS (Battery Management System.) and PMS (Power Management System.) systems.
- Interface to fire detection and alarm system.
- Alarm notification and memory storage.

The EWRS must be installed:

- 1 in the wheelhouse.
- 1 in the main battery room or engine room - monitoring and control of the electrical part.
- Other areas of the ship according to the vendor's standards.

Hardware and software shall be maintained by the manufacturer and shall be upgradeable throughout the service life of the vessel.

#### **8.11. Energy Efficiency Monitoring System**

The ship shall be equipped with an energy efficiency monitoring system that visually displays electricity consumption and indicates the best energy efficiency to the crew and shore-based administration. The system shall be able to receive from the vessel's AVSS the sailing data (sailing speed, electricity consumption, position

data for calculating the distance of passage and other data necessary for the efficient operation of the system) and shall be automatically sent to the buyer's server (in the cloud) where it shall be stored.

#### **8.12. Fire detection and alarm system**

A separate automatic fire/smoke detection alarm system shall be fitted in accordance with the requirements of for this type of vessel.

#### **8.13. Video surveillance system**

The vessel shall be equipped with a video surveillance system comprising at least:

- 1 monitor in the wheelhouse, which must be able to monitor images from different cameras;
- 1 CCTV camera in the engine room;
- 1 CCTV camera in the battery room;
- 1 CCTV camera in the bow;
- 1 CCTV camera at the stern.

CCTV cameras shall be of the marine type. It shall be possible to connect the cameras from a push barge.

#### **8.14. Inventory and equipment**

Professional navigational equipment shall be installed to support (Electronic Chart Display, Radar Imaging, RIS River Identification System or equivalent) systems.

The following equipment shall be carried on board:

- audible signal with microphone.
- the ship's bell;
- a digital weather station that records wind speed and direction, outside temperature, humidity, atmospheric pressure, and is connected to all navigational equipment where required;

Spare parts and ship's stores shall be delivered in accordance with best practice. Special tools for the maintenance of main and auxiliary engines and machinery shall be included in the scope of the order and shall be carried on board.

### **IX. ELECTRICAL PART**

	<p><b>9.1 General requirements</b></p> <p>Electrical systems shall be designed and installed, materials selected, installed and tested in accordance with the applicable EU standards for ships. All electrical installations shall comply with IEC or equivalent standards. .</p> <p>The pusher shall be fitted with an electrical connection (barge to pusher) for monitoring the barge's navigation lights, bilge water alarms and other systems from the wheelhouse.</p>
9.	<p><b>9.2 Ship's electrical network</b></p> <p><b>9.2.1. Electricity distribution system</b></p> <p>The ship's power distribution system will consist of the following power systems:</p> <ul style="list-style-type: none"> <li>• DC bus for propulsion system, batteries and 3-phase system</li> <li>• 3-phase AC system to supply power to pumps, fans and auxiliary deck equipment</li> <li>• 3-phase AC system to supply power to control systems, fans, auxiliary lighting, navigation equipment, etc. This shall be via system transformers.</li> <li>• 24VDC for navigation lights, alarms etc. This shall be done via 230V AC converters of the 230VAC/24VDC system.</li> </ul> <p><i>Note: The exact voltage of the main DC bus must be selected according to the optimum voltage value of the main consumers, i.e. the propulsion system motors and the BESS.</i></p> <p><b>9.2.2. Main distribution panel and DC bus</b></p> <ul style="list-style-type: none"> <li>• The main distribution panel will have to be located in the distribution panel room and will be subdivided into individual panels and will have all the necessary elements for control, power, protection and distribution of the battery system.</li> <li>• The Supplier is entitled to propose alternative options.</li> </ul>
	<p><b>9.3 Shore power connection and charging of main batteries</b></p> <p>The shore connection will be part of the main distribution panel. It is assumed that the AC/DC converter will be part of the shore-side power supply infrastructure in order to reduce the weight of the vessel and save space.</p>

**9.4 Accumulators, batteries**

Main batteries shall be designed for heavy-duty operation, have a battery management system (BMS), good battery cooling, heating and hazardous gas venting. . The batteries shall be selected according to the ship's mode of operation and shall have a service life of at least 2 years. Batteries shall be removable from the vessel on shore for charging.

**9.5 Electrical cables**

All cables shall comply with IEC or equivalent standards.

The supplier must submit with the tender documents demonstrating compliance with the characteristics proposed in the technical specification, such as drawings, documents complying with standards, technical specifications, etc. (optional). Technical specifications for batteries must be provided. The documents may also be submitted in English.

## Annex 6 to the Conditions of Purchase "Proposal Form"

Coat of arms or trade mark

Kotug Push-it BV

(Legal form of the legal entity, registered office, contact details, name of the register in which the supplier's data is collected and stored, legal entity code, value added tax identification number, if the legal entity is subject to value added tax)

AB Inland Waterways Directorate

**PROPOSAL  
FOR THE PURCHASE OF AN ELECTRIC PUSHER**

4-4-2025                      No.  
 \_\_\_\_\_  
 (Data)  
 Rotterdam  
 \_\_\_\_\_  
 (Place of Conclusion)

Table 1

Name of the supplier (in the case of a group of economic operators, please specify: a group of economic operators, acting on the basis of a joint operating agreement, consisting of: (specify the names of all partners)	Kotug Push-it BV
Responsible partner (indicate the name of the responsible partner if the proposal is submitted by a group of economic operators)	
Supplier's address	Waalhaven O.z 77, 3087BM Rotterdam
Company code	80094821
VAT payer code	NL861553147B01
Bank name, bank code, account number	ABNAMRO, ABNANL2A, NL94ABNA0889289727
Name of the person responsible for the proposal	E.J. Vroegop
Telephone number/Invoice number	+31 102170246
Email address	e.vroegop@kotug.com
Title, name and surname of the company representative who will sign the contract	O. Munir
Title, name and contact details of the person responsible for the performance of the contract	E.J. Vroegop, Gen.Manager Inland Shipping

1. By this offer, we indicate that we accept all the terms and conditions set out in:
  - 1.1. in the call for tenders published on the CVP IS;
  - 1.2. in the tender conditions;
  - 1.3. other contract documents (clarifications, supplements).
2. In accordance with the terms and conditions set out in the contract documents, we submit our tender and certify that the digital copies of the documents and the data provided electronically are true.
3. We offer an object of purchase that fully meets the requirements set out in the contract documents

## 1. THE PRICE OF THE PROPOSAL AND THE QUALITATIVE PARAMETERS OF THE PROPOSAL

Our offer price:

Table

2.1.

Eil. No.	Name of goods (Indicate the manufacturer, model and/or catalogue number of the goods offered)	Units in Mato.	Suggested quantity, pcs	Unit rate Eur without VAT	Total, EUR excluding VAT
1.1.	Electric pusher .E-Pusher L	pcs	1		6.995.000,00
<i>VAT (to be completed if applicable)*</i>					0,00
<i>Tender price in EUR including VAT</i>					6.995.000,00

Total price of the offer including VAT (in words) – six million nine hundred and ninety five thousand EUR.

\*\*If the "VAT" field is not filled in, the supplier shall indicate the reasons for not charging VAT:

The sale of goods by a foreign legal entity subject to VAT to another foreign legal entity both within the EU.

Qualitative parameters of the proposal:

Table

2.2.

Weightings of the evaluation criteria and their parameters	Tagline	Maximum scoring value (X) <sub>max</sub>	Unacceptable value (X) <sub>min</sub>	Value proposed by the supplier (specify exact figure)
Push rod speed in accordance with the requirement of paragraph 3.5 of the Technical Specification	X <sub>2</sub>	20,0 km/h	<10 km/h	12 km/h
Pushrod draught when fully loaded (300 km with the right number of batteries)	X <sub>3</sub>	120,0 cm	>140 cm	140 cm

**2. INFORMATION ON KNOWN SUBCONTRACTORS AND THE PARTS OF THE CONTRACT TO BE SUBCONTRACTED TO THEM**

*(to be completed if the supplier uses sub-suppliers)*

Table 3

Eil. No..	Name, code, address of the subcontractor	Description and value of the part of the contract to be subcontracted Eur
1.		
2.		

**3. INFORMATION ON THE ECONOMIC OPERATORS ON WHOSE CAPACITY THE SUPPLIER RELIES TO MEET THE QUALIFICATION REQUIREMENTS**

*(quasi-suppliers - natural persons to be employed in the event of the award of the contract (if applicable) shall also be indicated) (to be completed if the supplier makes use of the capacities of other economic operators in accordance with Article 49 of the Public Procurement Law)*

Table 4

Eil. No.	Name, legal entity code and address of the economic operator	Entity used to meet a qualification requirement	Description and value of the part of the contract to be subcontracted Eur	Evidence of the availability of the entity's resources
1.				
2.				

*\*\*\*This evidence may be bilateral documents signed by suppliers and other economic operators: preliminary agreements or letters of intent or other equivalent documents confirming that, if the contract is successful, the supplier will have access to the resources of other economic operators during the performance of the contract*

**4. DOCUMENTS AND CONFIDENTIAL INFORMATION\*\*\*\***

The following documents shall be submitted with the proposal:

Table 5

Eil. No..	Title of the document submitted x	Confidential information contained in the document (indicate the part of the document / page containing the confidential information)	Justification for confidential information (explaining on what basis the document or part of the document is confidential)
1.	Supplier's declaration of requirements under Regulation (EU) 2022/576. <i>(must be provided)</i>		

	<i>(Annex 8 or 9 to the Purchase Conditions)</i>		
2.	Declaration of responsible persons of the supplier. <i>(must be provided)</i> <i>(Annex 10 to the Purchase Conditions)</i>		
3.	Supplier's free-form declaration. <i>(must be provided)</i> <i>(Annex 11 to the Purchase Conditions)</i>		
4.	Completed ESPD(s) <i>(must be provided)</i> <i>(Annex 4 to the Purchase Conditions)</i>		
5.	Completed technical specification <i>(must be provided)</i> <i>(Annex 2 of the Purchase Conditions)</i>		
6.	<i>Preliminary agreements or letters of intent, or other equivalent documents, confirming that the supplier will have access to the resources of other economic operators during the performance of the contract if the contract is awarded (if the supplier will rely on the capacities of other economic operators)</i>		
7.	Copy of the joint operating agreement <i>(in the case of a proposal submitted by a group of economic operators)</i>		
8.	Power of attorney to sign the offer <i>(if the proposal is signed by an authorised person)</i>		
9.	Document certifying the validity of the offer. <i>(must be provided)</i> <i>(Annex 13 to the Purchase Conditions)</i>		
10.	Drawings, technical specifications, etc.		

*\*\*\*\*If the supplier does not indicate what information is confidential, the proposal is deemed not to contain any confidential information. The contracting entity is obliged to make public the successful tenderer's tender and the resulting contract (except for the confidential information specified).*

Offer valid until 2024 \_\_\_\_\_ *(to be specified by supplier\*\*\*\*\*)*

The validity of the offer must be at least 90 (ninety days) from the expiry of the deadline for the submission of tenders (the day of submission of the offer is not included in the deadline).



for the design, building & delivery of

**Octopus "Lite" Containerized Battery System for the  
KOTUG E-Pusher L  
(2x 20' High Cube Container Solution\_1.68MWh Lite)**

## COMMITMENT TO SUSTAINABLE SHIPPING

EST-Floattech is determined to make today's and tomorrow's world more sustainable. Our way of making a contribution is to design, build and provide sustainable solutions where electric storage is applied in the maritime industry.

Our batteries form the basis and provide best in class weigh/performance ratio. The system is intelligent, clean, silent and powerful with continuous focus on safety by individual cell monitoring and 24/7 balancing. Safety and reliability is underlined by 3 major Type Approvals.

You can rely on our solid background in marine- and electrical engineering, ensuring full understanding and focus for the right system handshakes.

Thanks again for showing interest in our product. We look forward to hear your comments and questions about our proposal with keen interest.



## TECHNICAL PROPOSAL

Kotug International BV (hereinafter referred to as "Customer") requested EST-Floattech for a Octopus Lite Containerized Battery System with a capacity of 2 x 1680 kWh.

The Battery System will be installed onboard the KOTUG E-Pusher L as a single source of power

### Octopus Lite

This proposal is based on our Octopus Lite battery modules:

Nominal module voltage	52 VDC		
Capacity	10 kWh/ 192 Ah		
	Max. Charge	Max. Discharge	Continuous C-rate*
	240 A (1.25 C)	240 A (1.25 C)	Up to 0.4 C, depending on: - Load profile - Ambient conditions

(\*) Continuous means 24/7 charging and discharging.  
Single full discharge is possible at higher rating, up to max rating.

For more specifications, see Appendix A: "Battery Module"

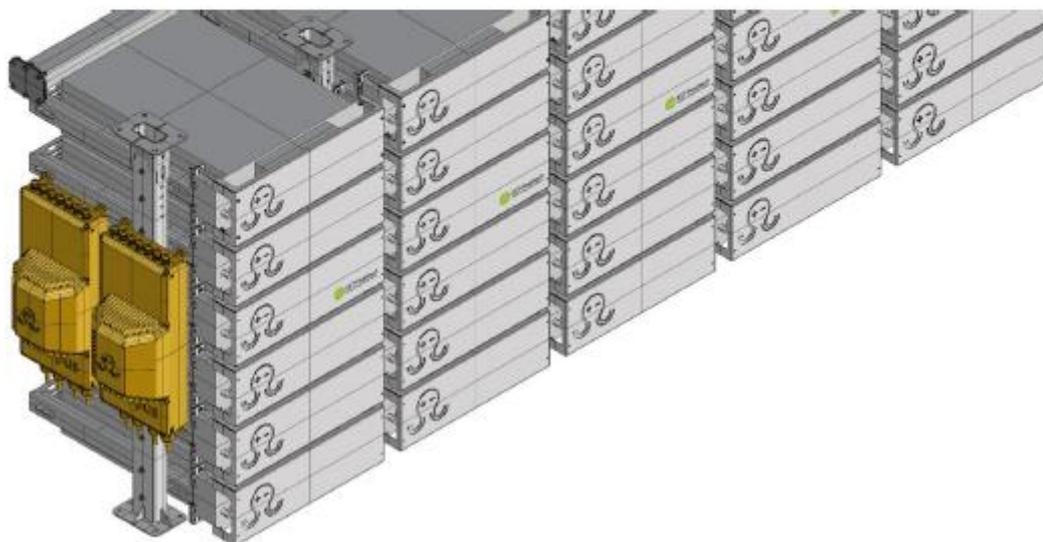
### Sailing Profile

The Battery System will be used onboard the KOTUG E-Pusher L Series. Sailing profile to be determined.

### Battery System: Setup per container

Based on the requested capacity, we propose our Battery System consisting of 12 string(s) of 14 Octopus Lite Battery Modules connected in series. Each string is connected to a String Controller. This Setup will hereinafter be referred to as "Battery System".

Strings	Modules per string	VDC-minimal	VDC-nominal	VDC-maximal	Total kWh per string	Used capacity	Useable kWh per string
12	14	627	725	811	140	80%	112
<b>Total installed capacity</b>					<b>1680</b>	<b>80%</b>	<b>1344</b>



This document is property of EST-Floattech B.V. It may not be copied, used or disclosed other than for internal usage by Customer.  
All deliveries of EST-Floattech are under Orgalim General Conditions

### Quality

Our NMC cells are known in the industry for high quality standards and form the heart of our battery modules, incorporating:

- Low volume, low weight
- High energy density
- Robustness and reliability

### Safe by design

Safety has been included from the early design, key features are:

- Proven and robust battery management system
- Individual cell monitoring
- 24/7 balancing
- Gas exhaust system
- Pre-charge circuit for start-up
- Black out start

### Certification

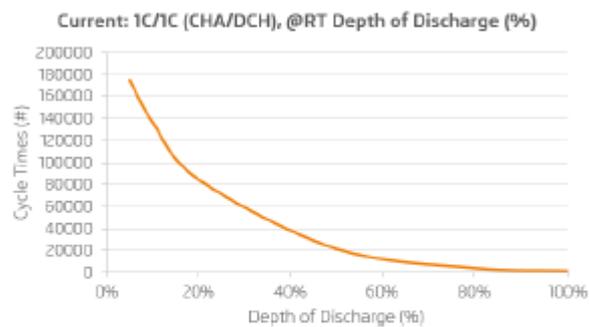
Intrinsic safety leading to top level certification:

- IACS Class compliant (DNV, LR, BV, RINA, ABS)
- Lloyds Register Type approved

### Performance and Lifetime

Performance- and lifetime calculations are based on an economical life span on which the battery is amortized when remaining capacity reaches 80%.

Subject to the warranty conditions and -limitations mentioned on page 10 of this document, EST-Floattech guarantees the remaining capacity by the following graph depending on the DOD per cycle.



Current: 1C/1C (CHA/DCH), @RT		
Depth of Discharge	Cycle Times	SOC Regime
5%	175.000	50-55%
10%	137.000	45-55%
20%	85.000	40-60%
50%	22.000	25-75%
80%	4.600	10-90%
100%	2.000	0-100%

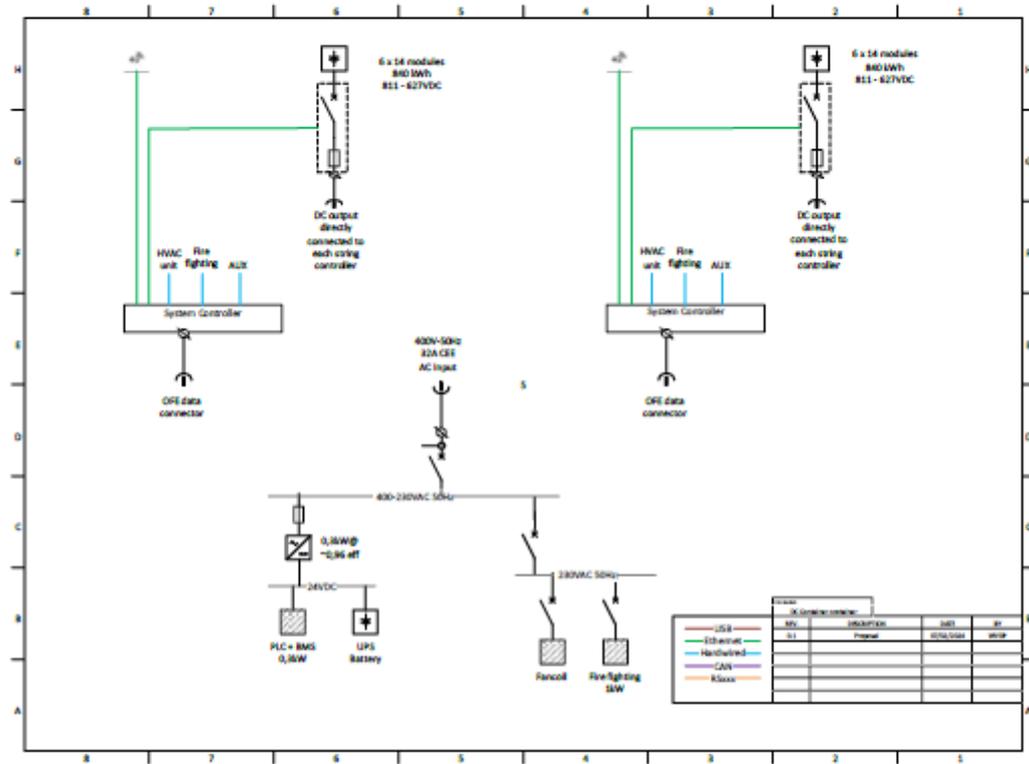
## EST-FLOATTECH 1680 KWH OCTOPUS LITE CONTAINER SOLUTION



Pictures are an example of 20ft HC. Final design will be approachable from one head end. To be approved by customer

- EST-Floattech Octopus Container Solution
- 1680 kWh marine certified, safe and reliable battery system
- Octopus battery management platform
- Estrin certified
- Fully redundant and split into two systems approved for battery electric propulsion
- Remote access and monitoring
- 20ft HC Marinized container
- Accessible from one head side of the container
- Weight approx. 24 -25 tons
- Estrin certified
- 2 x 840 kWh Octopus High Energy Lite battery system
- A60 Isolated walls and ceiling and mountings for equipment
- Container coated with RAL colour to be decided by the customer.
- Local + wired E-stop
- 1 x Split unit air conditioner
- 12 x DC output, 1x 32 Amp 400 Volt input for auxiliaries.
- Aerosol based fire suppression
- Battery room Storz connection for sprinkler installation
- Two separated System controllers for control and monitoring of batteries, HVAC, fire system and power supply
- PLC based communication gateway Modbus outside container
- HMI control panel inside container
- Monitoring battery temperature data available for monitoring onboard vessel
- Monitoring battery temperature data included in remote monitoring system and HMI in container
- Remote access for over the air software updates, diagnostics and maintenance
- Optional remote monitoring dashboard

**PRELIMINARY SINGLE LINE DIAGRAM CONTAINER**



## CERTIFICATION AND CLASS

### Type approvals

The EST-Floattech Battery System is Class type approved with:

- Lloyds Register (LR)
- Bureau Veritas (BV)
- Registro Italiano Navale (RINA)



Copy of underlying documentation is available on request.

### ES-TRIN

The complete container will be delivered ES-TRIN certified.

Copy of underlying documentation is available on request.

### IACS Class

EST-Floattech Battery Systems are IACS Class compliant (DNV, LR, BV, RINA, ABS)

### Factory Acceptance Test (FAT)

Amongst other things, EST-Floattech FAT includes the following:

- All individual battery modules are tested on power, data and balancing
- All individual string controllers are tested on power, internal- and external data
- FAT Container functionalities test plan will be submitted for approval to customer

All tests carried out according to standard EST-Floattech FAT protocol.

On request customized FAT protocol can be used.

We strongly prefer Customer (or representative) to attend FAT testing.

Project specific class requirements for FAT (if applicable) are not included in this offer.

### HAT and SAT

Not included in this proposal are costs related HAT or SAT testing.

EST-Floattech is available for support when needed. Costs will be calculated and invoiced as per Appendix D.

## DOCUMENTATION

Instruction manuals, electrical- and dimensional drawings, nameplates, functional descriptions and communication protocols will be provided in the English language.

EST-Floattech delivers 2D AutoCAD drawings for all components. 3D drawings can be supplied if needed. On request PDF drawings of the frames and the battery module are available for viewing.

## SERVICE

The EST-Floattech Battery System is robust and designed for Marine applications to work in harsh conditions. Maintenance to the Battery System is limited, yet important!

Recommended is a monthly visual system inspection by the Vessels' Engineer. Furthermore, a yearly inspection is needed to guarantee the lifetime expectation of the Battery System.

EST-Floattech will elaborate on this subject at hand over- and training session on board.

Please note:

During the lifetime of the Battery System, Inspections and Maintenance can be carried out by EST-Floattech on site, but there are also possibilities for remote monitoring & -support.

## WARRANTY AND LIABILITY

### Limitations on warranty

Warranty only applies under normal use of the battery system as intended and taking into account, but not limited to, the following:

- Battery container will operate in -15°C to 40 °C
- No charging at temperatures below 0°C or above 45°C inside container.
- No discharging at temperatures below -10°C or above 55°C inside container
- The surrounding infrastructure and -systems should be conform specifications as agreed by both parties in the interface list
- The surrounding infrastructure and -systems should be within EMC limits as described in our "Operation and Installation Manual" for OCTOPUS Systems
- Yearly inspection and maintenance is carried out according to our Health Check Report
- Separate battery room with controlled temperature and ventilation
- Cell temperature stability of 20C° - 35C°

### Restriction of liability

EST-Floattech's liability in respect of the Warranty hereunder shall be limited to the obligations referred to in above paragraphs and EST-Floattech shall in no circumstances bear any liability for (a) any indirect, consequential or special loss, damages, costs or expenses, or (b) the environment, for loss of time, profit and/or earnings.

EST-Floattech shall not be under any liability for defects caused by normal wear and tear, or by accidents, or by negligence on the part of the Customer in following the instructions of EST-Floattech. Likewise, EST-Floattech shall not be liable for defects which are due to repairs made by other parties or at the direction of the Customer.

### ORGALIME S 2012 GENERAL CONDITIONS

Orgalim represents the mechanical, electrical, electronic and metalworking industries in Europe.



Together with the terms set out in this proposal, deliveries of EST-Floattech are subject to: "*Orgalime S 2012*" General Conditions.

In the event of any discrepancy between the terms in this proposal and Orgalime, the terms in this proposal will prevail.

We have copy of the "*Orgalime S 2012*" General Conditions available upon request.

## APPENDIX A: BATTERY MODULE

### Octopus Lite

The Battery System consists of Octopus Lite modules. Each battery module with the following specifications:

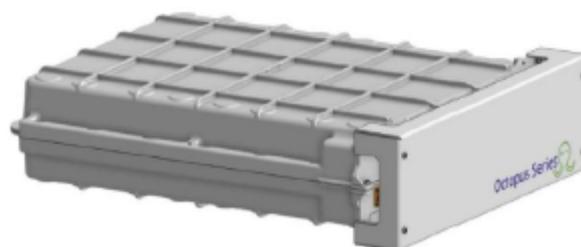
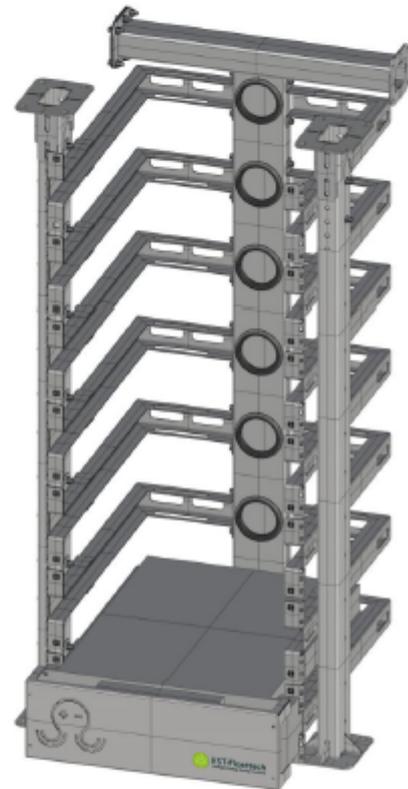
Octopus Lite	
Chemistry	NMC
Storage	10 kWh
Voltage	52 V
Capacity	192 Ah
Charging	0.4 C continuous 1.25 C max
Discharging	0.4 C continuous 1.25 C max
Dimensions	733 x 574 x 196 mm (lxbxh)
Weight	80 kg

#### Octopus battery management platform

- Based on 10+ years knowledge
- Standardized interface
- Proven and robust battery management system
- Individual cell monitoring
- Redundant software and hardware safety
- 24/7 balancing
- Remote monitoring, diagnostics and service
- String controller incl. contactor and fuses
- Pre-charge & black-out start

#### Product features

- High energy density
- Low weight & high volumetric density
- Passive cell-to-cell thermal runaway protection
- Scalable up to multiple MWh
- Voltage up to 1000 VDC (nominal)
- Unique and flexible rack design
- Gas exhaust system
- IACS Class compliant (DNV, LR, BV, RINA, ABS)
- LR type approval

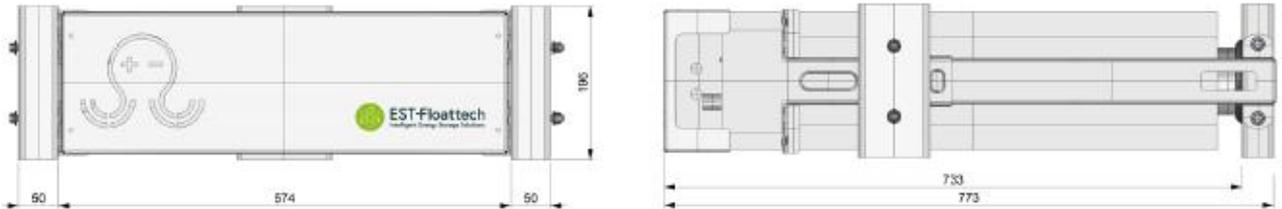


## APPENDIX B: DIMENSIONS

The battery system consists of multiple Octopus battery modules and 1 or more string controller.

### Battery Modules

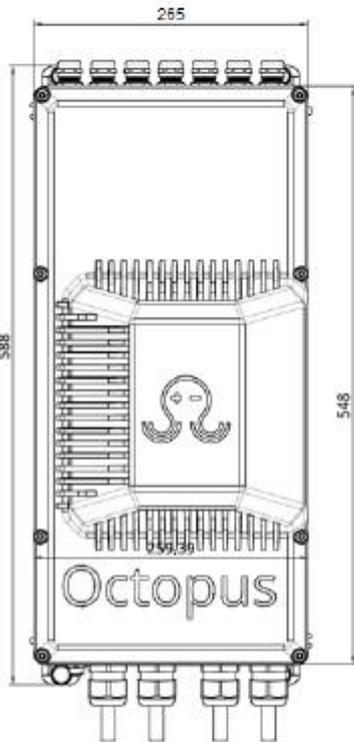
Each battery module has approx. the following dimensions



### String Controller

Each string of battery modules is connected to a String Controller.

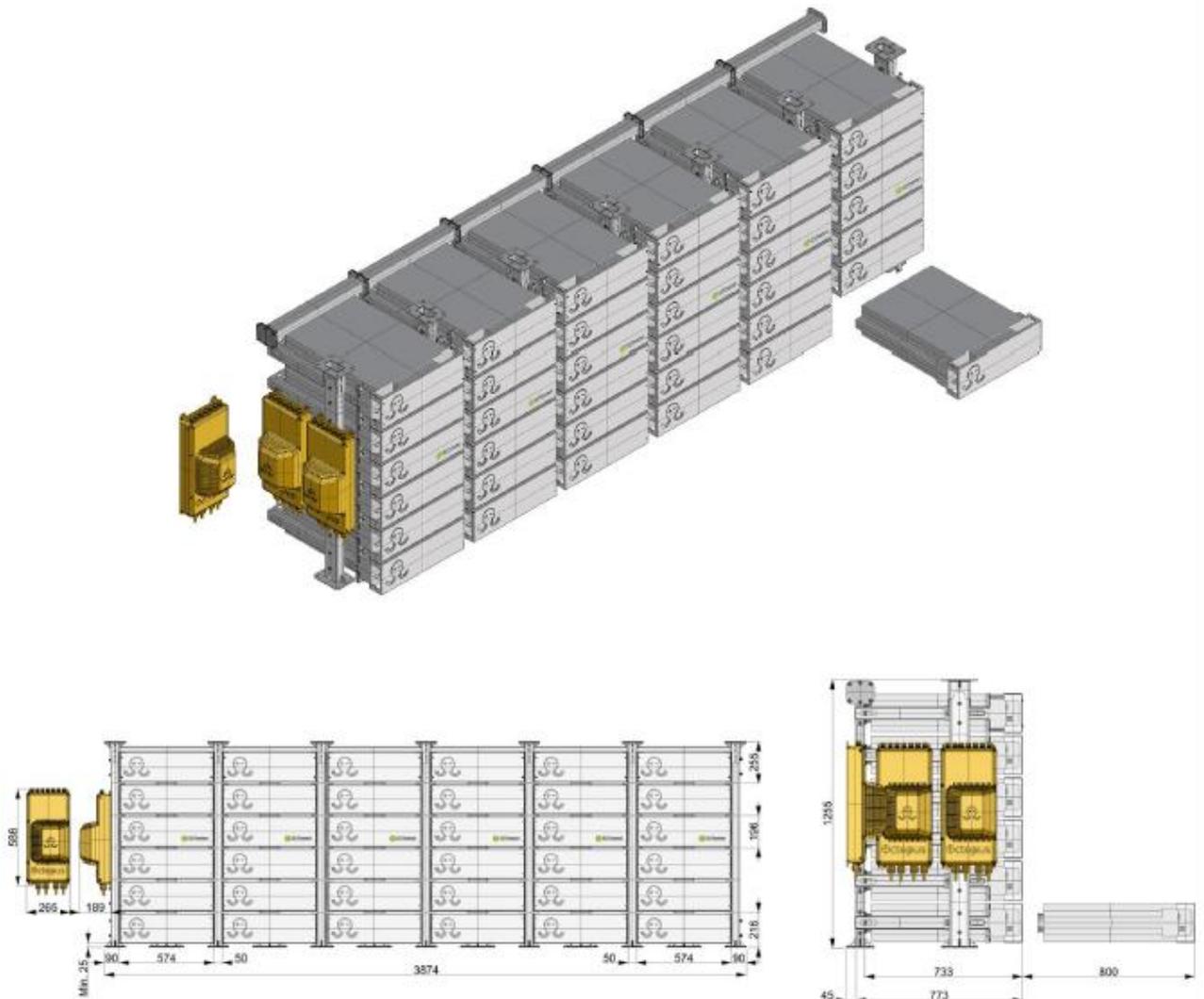
Each string controller has following dimensions:



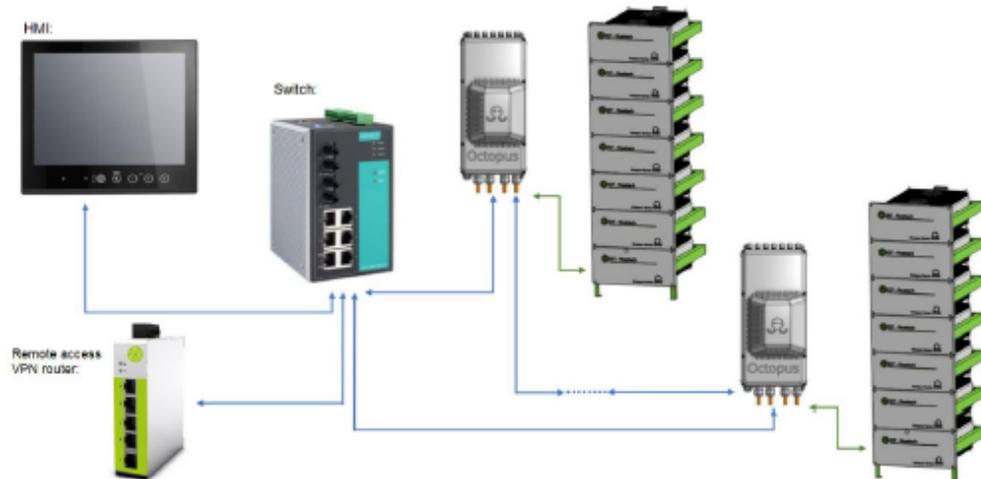
### Example setup

Drawing shows a general example setup of 3 strings with 12 modules per string (total = 36 modules).

Note that racking is flexible and can be arranged freely to match the height you have available.



## APPENDIX C: SYSTEM ARRANGEMENT



### Scope of delivery

The standard EST-Floattech scope of delivery contains:

- Battery modules
- String controller(s)
- Power cables
- Data cables
- Rack system & exhaust
- Remote access VPN router (see description on next page)

### Options and recommended items

For a full featured battery system EST-Floattech recommends also using:

- HMI (Human Machine Interface)
- Ethernet Switch

Both HMI and Switch are visible in the above image.

This is however not part of the standard EST-Floattech scope of delivery as we often see our clients work with their own preferred- or standard components.

### Remote access VPN router

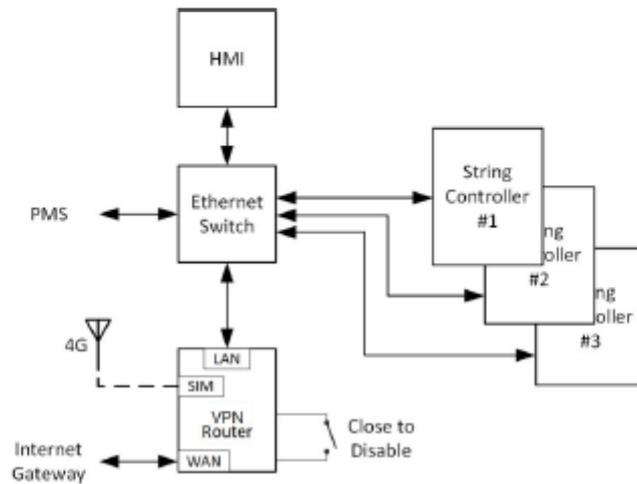
EST-Floattech includes the ability to access the battery system remotely over internet.

Remote access is beneficial as it reduces system downtime and the battery status can be obtained from anywhere. In order to establish a safe remote connection a VPN router needs to be installed. EST-Floattech delivers the VPN router as is, which means it needs to be installed by the customer in a suitable position on a DIN rail.

The VPN router can establish a safe VPN connection between the local battery ethernet network and the cloud. The preferred way to connect the VPN router to the internet is via the physical WAN port. Alternatively a SIM card could be installed which enables remote connection over 4G.

#### Image

Example ethernet architecture of a system that comprises three string controllers, HMI, Ethernet Switch and a VPN router:



#### Cyber security

The cyber security is managed by frequent software updates and compliant with relevant standards (ISO 27001, ISO 27017 and ISO 27701).



### System Controller

The System Controller will ease the integration of multiple parallel strings.

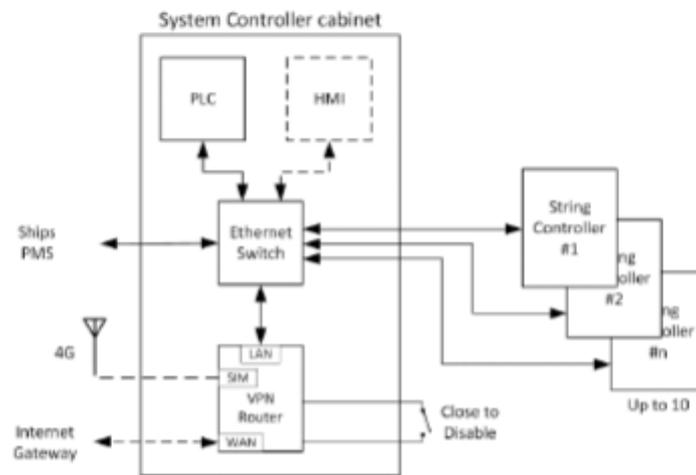
EST-Floattech can optionally include 1 or more System Controller(s).

When included, this should be reflected on page 5 ("Commercial proposal") of this document.

The System Controller acts as an abstraction layer between string controllers and the ships power management system. Each System Controller is capable of controlling up to 10 String Controllers. The Power Management System (PMS) interfaces to the System controllers only. An advantage here is the elimination of the need for direct communication between the PMS and individual string controllers.

### Image

Example architecture including a System Controller:



### Notes

The System Controller is always including the following earlier described items:

- Ethernet Switch
- Remote Access VPN Router

The System Controller may be including the following earlier described items:

- HMI

### Image

System Controller with or without HMI:

