

# CONTRACT FOR THE PURCHASE AND SALE OF THE GOODS NR. PS-17

## I. SPECIAL PART

2025 m. August 26 d.  
Klaipėda

The Combat Divers Service (hereinafter referred to as KNT) of the Special Operations Forces of the Lithuanian Armed Forces (hereinafter referred to as LK) represented by the commander of the KNT, acting in accordance with the KNT regulations approved by the Minister of National Defense 2015 m. rugpjūčio 18 d. by order Nr. V-835 (hereinafter – the Buyer), ir Threod Systems AS legal entity code 12323903, address Kaare tee 3 Lubja Viimsi 74010 ESTONIA, represented Sven JÜRGENSON, operating in accordance with the company's articles of association (hereinafter referred to as the Supplier), hereinafter jointly referred to in this contract of sale as the "Parties", and each separately as a "Party", in accordance with the laws of the Republic of Lithuania on public procurement or the Republic of Lithuania on public procurement in the field of defense and security of the Republic of Lithuania or the description of the procedure for low-value purchases, have entered into this contract for the purchase and sale of goods, hereinafter referred to as the "Contract," and have agreed on the following terms and conditions.

### 1. Subject matter of the Agreement.

1.1. The Seller undertakes to sell and deliver Ground Data Terminals (hereinafter referred to as the Goods) that comply with the technical specifications and other requirements specified in Appendix No. 2 to the Agreement, "Technical Specifications of Ground Data Terminals" (hereinafter referred to as Appendix 2) and other requirements specified in the Contract.

1.2. The Buyer undertakes to accept the goods that comply with the technical specifications set out in Annex 2 to the Agreement and to pay for them in accordance with the procedure set out in the Agreement.

### 2. Contract price/prices of goods/pricing rules

2.1 The prices of goods in euros and quantities are specified in Appendix No. 1 to the Contract.

2.2. The value of the Contract shall not exceed – 52000,00 EUR excluding VAT.

2.3. The Agreement is subject to pricing. The prices of the goods are specified in Annex 1 to the Agreement. The prices of the goods shall remain unchanged throughout the term of the Agreement. The review case is provided for in clauses 2.2. and 2.3. of the general part of the Agreement.

2.4. The price of the Contract shall include the prices of the Goods, all costs that may affect the price of the Contract or that may arise during the performance of the Contract, and other taxes. The Seller must include in the Contract price/prices of the Goods all costs related to the supply of the Goods, including, but not limited to, the costs specified in clause 2.4 of the General Part of the Contract.

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

3.1. The Seller shall deliver the Goods to the following address: Liepojos g. 5, Klaipėda. The Supplier shall deliver the Goods to the Buyer on Mondays to Thursdays from 2:30 p.m. to 4:00 p.m., on Fridays and on the eve of public holidays from 1:00 p.m. to 2:00 p.m. The Buyer's representative responsible for accepting the Goods, specified in clause 2.1 of these Special Conditions, shall physically verify that the Supplier has delivered the Goods outside of peak traffic hours when accepting the Goods. The Buyer shall have the right to request the shortest possible delivery time and the shortest possible routes during the term of the Contract. 3.2. The deadline for delivery of the Goods is December 10, 2025.

3.3. The Seller undertakes:

3.3.1. Ensure that the origin of the goods being transferred (including their components) is not from the countries or territories specified in the list provided for in Article 92(15) of the Public Procurement Law (hereinafter referred to as the PPL);

3.3.2. Ensure that the seller, its subcontractor, economic operators whose capacities are relied upon, and the goods offered by the supplier (including their components) are not permanently resident in (natural persons) in the countries or territories listed in Article 92(15) of the Public Procurement Law;

3.3.3. The Buyer shall have the right to request the Seller to submit supporting documents at any time to prove that the conditions specified in Article 45(21) of the Public Procurement Law do not apply. The

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Seller shall submit the documents requested by the Buyer no later than within 3 business days from the date of receipt of the request.

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

4.1. Payment to the Seller shall be made in accordance with the procedure set out in clause 4.1 of the general part of the Agreement.

4.2. No advance payment for goods shall be made.

3.3.3. The Buyer shall have the right at any time to request that the Seller submit supporting documents proving that the conditions specified in Article 45(21) of the Public Procurement Law do not apply. The Seller must submit the documents requested by the Buyer no later than within 3 working days from the date of receipt of the request.

4.3. The Supplier shall submit VAT invoices using the Sabis information system.

#### **5. The Buyer's right to unilaterally terminate the Contract**

5.1. If the Seller fails to deliver the goods or is more than 15 calendar days late in delivering the goods from the date specified in the Contract, the Buyer shall have the right to terminate the Contract in accordance with the procedure set out in the general part of the Contract.

5.2. Other cases of unilateral termination of the Agreement are provided for in clause 9.2 of the general part of the Agreement.

#### **6. Quality of goods**

6.1. The quality of goods must comply with the requirements set out in the Contract and its annexes.

6.2. Goods must be new.

#### **7. Warranty obligations**

7.1. The warranty period for the quality/suitability for use of the goods delivered by the Seller is 12 months.

7.2. The Buyer may submit notifications to the Seller regarding the quality of the Goods throughout the entire warranty period.

7.3. The term specified in clause 6.3 of the general part of the contract is 30 calendar days.

#### **8. Additional security for the performance of obligations**

8.1. No insurance company guarantee or bank guarantee shall be required to secure the performance of the contract.

#### **9. Other conditions**

9.1. The Seller confirms that it has read and agrees to the general part of the Contract for the Purchase and Sale of Goods and has received a copy thereof.

9.2. The minimum amount of damages agreed in advance by the Parties, as specified in clause 11.1 of the general part of the Agreement, is 0.1% of the price of the undelivered goods, excluding VAT, for each day of delay.

9.3. The minimum amount of damages agreed in advance by the Parties specified in clause 11.2 of the general part of the Agreement shall be 0.2% of the price of the goods that are unchanged, excluding VAT, for each day of delay.

9.4. The minimum amount of damages agreed in advance by the Parties specified in clause 11.3 of the general part of the Agreement shall be 0.2% of the price of the goods whose defects have not been remedied or the price of the goods that have not been replaced, excluding VAT, for each day of delay.

9.5. The minimum amount of losses agreed in advance by the Parties specified in clause 11.4 of the general part of the Agreement shall be 7% of the price of the Agreement excluding VAT.

9.6. The duration of force majeure circumstances is 30 days, subject to the conditions of clause 9.1.2 of the general part of the Agreement.

9.7. **Sales representative(s)** – Sven JÜRGENSON\_info@threod.com, tel. +3725121154

9.8. **Buyer's representative(s)** – Limantė [Limante@mil.lt](mailto:Limante@mil.lt) , tel.+37070670643

9.9. Person responsible for publishing the Agreement and amendments – Limantė

9.10. Annexes to the Agreement:

9.10.1. Annex No. 1 – "Price list for ground data terminal goods"

9.10.2. Annex No. 2 – "Technical specifications for ground data terminal"



**10. Term of the Agreement**

10.1. The Agreement shall remain in force until December 31, 2025, and with regard to financial and guarantee obligations, until such obligations are fulfilled in full.

10.2. Extension of the Agreement - No extension of the Agreement is envisaged.

**11. Buyer details****BUYER:**

Lithuanian Armed Forces Special Operations Forces Combat Divers Service

Liepojos g. 5 Klaipėda

Company code 302339276

Tel. +370 70670643

El. paštas: [Limante@mil.lt](mailto:Limante@mil.lt)

**PAYER:**

Lithuanian Armed Forces

Šv. Ignoto g. 8/29, LT-01121 Vilnius

Company code 188732677

Tel. (85) 2785081

Faksas : (85) 2785286

VAT payer code LT887326716

A.s. LT62 40400 63610 001175

Bank name: Ministry of Finance of the Republic of Lithuania

**12. Seller's details**

Threod Systems AS

Address: Kaare tee 3 Lubja Viimsi 74010 ESTONIA

Taxpayer code:12323903

Tel. +3725121154

VAT payer code: EE101564526

Bank AS LHV Pank

IBAN EE967700771003940807

BIC LHVBE22

**PURCHASER****SUPPLIER**

Threod Systems AS  
~~Sven JÜRGENSON~~  
A.V. *Arno VAIK*

## II. GENERAL PART

2025 m. August 26 d.  
Klaipėda

### 1. Definitions

1.1. For the purposes of this Contract, the following definitions shall apply:

1.1.1. Contract shall mean the General Part and the Special Part of this Contract for the Purchase and Sale of the Goods and the annexes to the Contract for the purchase and sale of Goods.

1.1.2. Parties shall mean the **Purchaser** and the **Seller**:

1.1.2.1. **Purchaser** shall mean the Party with the details specified in the Contract which purchases the Good under the terms and conditions laid down in this Contract;

1.1.2.2. **Seller** shall mean the Party with the details specified in the Contract which sells the Good under the terms and conditions laid down in this Contract.

1.1.3. **Recipient** – unit of the Purchaser, to which the Goods are delivered, indicated in the Special Part of the Contract or Annex(s) hereto.

1.1.4. Third Party shall mean any natural person or legal entity (including the state, public authorities, municipality, municipal authorities), which is not a party to this Contract.

1.1.5. Licences shall mean all licences and/or permits required for the performance of the Contract.

1.1.6. Object of the Contract shall mean the goods and all services relating to the selling thereof (personnel training, installation, delivery, etc.) agreed upon by the Parties in the Special Part hereof and corresponding to the requirements of stated by the Purchaser.

1.1.7. Minimal losses agreed by the Parties in advance shall mean an undisputable amount established in the Contract or calculated under the procedure set forth in the Contract which the **Seller** undertakes to pay to the **Purchaser** in the event of non-performance or improper performance of the obligation.

1.1.8. Rules of Marketing shall mean the price determined in the Contract or the rules of calculation and correction of the contract price.

1.1.9. Consignment of Goods shall mean the quantity of goods delivered at one time.

1.1.10. Lot of Goods shall mean consignments of goods manufactured from the same lot of material.

1.1.11. Lot of Materials shall mean a certain amount of material produced from the same raw materials obtained from the same **Seller** following the same technology and under the same terms and conditions. A certificate of conformity shall be considered a proof of the quality of a lot of material concerned.

1.2. The calculation of the minimal losses agreed by the Parties in advance shall commence as of the following day of the term of payment and expire upon the performance of obligations by the Party (the day of performance of the obligations shall be considered the final day of calculation).

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

1.4. Unless otherwise set out in the Contract, the duration and other terms of the Contract shall be calculated in calendar days.

1.5. Should the payment term coincide with public holidays and days-off in the Republic of Lithuania, the payment term under the Contract shall be the following business day.

1.6. If required by the context, words in the singular may include the plural and vice versa.

1.7. Where the meaning expressed in words differs from the meaning expressed in numbers, the verbal meaning shall prevail.

### 2. Contract Price/Rates

2.1. Contract price/rates shall mean the amount that the **Purchaser** undertakes to pay to the **Seller** in accordance with the procedure and terms stipulated in the Contract.

2.2. Contract price/rates are stable and shall not be changed throughout the validity period of the Contract, unless the VAT/excise rate applicable to the goods changes after signing the Contract. The recalculated price/rates shall be executed by a written agreement of the Parties and applicable to the goods delivered after the day of entry into force of such agreement signed by the Parties (*if the Special Part provides for such a condition*).

2.3. The rates of the goods shall be changed in accordance with the rules of marketing established in the annex to the Contract. The recalculated price/rates shall be executed by a written agreement of the



Parties and applicable to the goods delivered after the day of entry into force of such agreement signed by the Parties (*if the Special Part provides for such a condition*).

2.4. The Contract price shall be inclusive of the price of the goods, any costs and taxes. The rates of the goods shall be inclusive of all costs and taxes relating to the sale of the goods (*applicable if the Contract does not provide for the Contract price*). The **Seller** shall add all costs relating to the supply of the goods into the Contract price, including but not limited to:

2.4.1. Costs of logistics (transportation);

2.4.2. Packing, loading, transit, unloading, unpacking, check-up, insurance and other costs relating to the supply of the goods;

2.4.3. All costs relating to the issue and provision of the documents required by the **Purchaser**;

2.4.4. Costs of on-site assemblage and/or launch into operation, and/or maintenance of the goods delivered;

2.4.5. Costs of supply with the tools required for the assemblage and/or maintenance of the goods delivered;

2.4.6. Costs of providing the use & care guides stipulated in the Technical Specification;

2.4.7. Warranty repair costs of the goods.

2.5. The risk of foreign currency fluctuations and changes in manufacturers' prices shall be assumed by the **Seller**.

### **3. Terms and Conditions for the Supply of the Goods**

3.1. The goods shall be delivered in accordance with the terms and procedure provided for in the Special Part of the Contract (or the annex(s) to the Contract).

3.2. The **Seller** shall deliver the goods at its own risk without additional payment. The **Purchaser** shall acquire the ownership right to the goods upon signing the Delivery and Acceptance Certificate by both Parties which shall only be signed in case the goods are of high quality and comply with the requirements set forth in the Contract and the annex(s) hereto (*if signed*). If the delivered goods are qualitative and corresponds to the requirements stated in the Contract and annex(s) hereto (*if signed*) the Delivery and Acceptance Certificate shall be signed within 30 days except when laboratory tests are carried out for the goods.

3.3. The **Purchaser** shall not pay for the goods supplied in excess of the amounts specified in the applications/orders.

3.4. If the **Seller** shall deliver consignment of the goods which is less than it is specified in the Contract /applications/orders, the **Purchaser** shall return the consignment of the goods to the **Seller**, it shall be deemed that the goods have not been delivered, and the penalties provided in paragraph 11.1 of the General part of the Contract shall be applied to the Seller (in case the delivery term of the goods is missed).

3.5. The **Seller** shall after the entry into force of the Contract carry out the following actions set out in the Special Part hereof under the terms established:

3.5.1. prepare, produce, agree with the **Purchaser** and approve the working reference samples of the goods purchased (2 copies; one to the **Purchaser** and one to the **Seller**) in compliance with the requirements established in the Contract or the annex(s) hereto (*if the Special Part provides for such a provision*);

3.5.2. agree with the **Purchaser** and submit the plan for assurance of quality of goods to be provided prepared in accordance with the Recommendations of Preparation of the Plan for Assurance of Quality to be Provided or the standards laid down in the Special Part hereof (*if the Special Part provides for such a condition*);

3.5.3. agree the use & care guide for the good which shall accompany each good with the **Purchaser** (*if the Special Part provides for such a condition*).

3.6. The **Purchaser** shall return the working reference samples of the goods specified in Clause 3.5 hereof and the accompanying samples of the main and auxiliary materials used in the production of the goods to the **Seller** as soon as the **Seller** performs all contractual obligations, including warranty obligations.

3.7. If during the validity period of the Contract the manufacturer of the good changes/upgrades the model of the good purchased hereunder specified in the annex(s) to the Contract, the **Seller** shall have a right to deliver the goods of a new model upon negotiating and signing of an additional agreement with the **Purchaser**. The goods of a new model shall comply with the requirements for the purchased

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goods set forth in the Contract or the annex(s) hereto for the same price and their technical data may not be inferior to the technical data of the goods which constitute the subject-matter of the Contract. The goods of a new model shall match with other goods purchased hereunder and with the goods disposable by the **Purchaser**.

#### **4. Terms and Conditions of Payment**

4.1. The **Seller** shall be paid when the object of the Contract in conformity with the requirements established in the Contract and the annex(s) hereto is handed over to the **Purchaser** upon signing the Delivery and Acceptance Certificate by both Parties (*if signed*) within 30 (thirty) days of signing the Delivery and Acceptance Certificate (*if signed*) and receipt of the invoice (the invoice shall be also send by electronic means). If another payment terms are determined they shall be indicated in the Special Part of the Contract.

4.2. After delivery of the goods by the **Seller**, the **Purchaser** shall have the right to decide within 3 (three) days as to whether laboratory tests will or will not be performed in respect of the Goods (lot and/or consignment of the goods concerned) delivered by the **Seller** in order to make sure that the goods are in compliance with the requirements set out in the Contract and the annex(s) hereto. Should the **Purchaser** decide that laboratory tests will not be performed in respect of the goods, the goods in conformity with the requirements set forth in the Contract and the annex(s) hereto shall be accepted and the **Purchaser** shall pay the **Seller** for the goods accepted within 30 (thirty) days of receipt of the invoice. Should the **Purchaser** decide that laboratory tests in respect of the goods are required, the payment for the goods shall be made within 30 (thirty) days of receipt of the results of laboratory tests and confirmation that the goods meet the requirements set out in the Contract and the annex(s) hereto (*if the Special Part provides for such a condition*).

4.3. Where the **Purchaser** decides to pay for the goods in advance, the **Seller** shall be notified thereof and shall submit bank guarantee or security bond from an insurance company for advance payment for the amount of the advance payment paid by the **Purchaser** (the guarantee shall be valid 2 (two) months longer than the term for the delivery of the goods) and an invoice for advance payment within 5 (five) business days of receipt of the notice.

4.4. Record certifying that the guarantor shall irrevocably and unconditionally undertake to pay the **Purchaser** an amount not exceeding the amount indicated in the bank guarantee/security bond by transferring the money to the Purchaser's account within 14 (fourteen) days after receipt of written notice from the **Purchaser**, confirming termination of the Contract, shall be written in the bank guarantee or in the security bond.

4.5. It cannot be stated that the guarantor is liable only for compensation of direct damages. Any terms or conditions which would oblige the **Purchaser** to prove the guarantee or surety bond issuing company that the Contract with the **Seller** was terminated legally or otherwise shall allow the guarantee or surety bond issuing company not to pay (or delay payment) the amount secured by the guarantee or surety bond, cannot be specified.

4.6. Advance payment bank guarantee or insurance company surety bond not corresponding to the requirements stated in the Articles 4.3-4.5 of the General Part of the Contract shall not be accepted. In this case, it will be assumed that the **Seller** failed to provide an advance payment bank guarantee or surety bond from the insurance company Article 4.1 of the Contract shall be applied

4.7. The **Purchaser** shall pay the advance payment within 10 (ten) days of receipt of a bank guarantee for advance payment and an invoice for advance payment (*if the Special Part provides for such a condition*).

#### **5. Quality of the Goods**

5.1. The goods shall comply with the requirements set forth in the Contract and the annex(s) hereto.

5.2. The **Seller** agrees that in compliance with the requirements of LKS STANAG 4107, the Government Quality Assurance Representative in Lithuania may apply to a relevant subdivision of the Government Quality Assurance of a NATO member country or organisation in the **Seller's** country to ensure the performance of supervision of the Government Quality Assurance during the validity period of the Contract (*if the Special Part provides for such a condition*). If the **Seller** is not a manufacturer, the said requirement shall be included into the contract between the **Seller** and the supplier



manufacturing the goods by notifying the **Purchaser** thereof (*if the Special Part provides for such a condition*).

5.3. In case the non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto is identified at the time of acceptance of the goods, the **Seller's** representatives shall be immediately invited, the certificate shall be issued in their presence, the goods shall not be accepted and the **Seller** shall be subject to contractual liability (in this case, the contractual liability shall apply if the term of delivery of the goods has already expired).

5.4. If a conflict over the quality of the goods cannot be resolved by mutual agreement of the Parties, the Parties shall reserve the right to invite independent experts. All costs relating to the work of experts shall be borne by the non-prevailing Party.

5.5. If in accordance with Clause 4.2 of the General Part hereof the **Purchaser** decides to carry out laboratory tests in respect of the goods from the consignment of the goods selected, the amount of the goods indicated in the Special Part hereof the compliance to the requirements set forth in the Contract and the annex(s) hereto of which will be tested shall be selected in the presence of the **Seller's** representative (*if the Special Part provides for such a condition*).

5.6. If laboratory tests inspecting the compliance of the goods with the requirements set out in the Contract and the annex(s) hereto reveal that the good does not comply with the said requirements, a certificate shall be executed, the remaining goods (lot and/or consignment) shall not be accepted and the total amount of goods shall be returned to the **Seller**. The payment for the goods shall not be made and it shall be deemed that the goods were not delivered, and the **Seller** shall be subject to the sanctions provided for in Clause 11.1 of the General Part hereof. If the laboratory tests reveal non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto, the **Purchaser** shall not cover the costs of the goods used for testing purposes, while the **Seller** shall bear the cost of the laboratory tests and pay the **Purchaser** the liquidated damages of 10% of the value of the defective lot, which shall be intended to cover administrative costs of the **Purchaser** incurred through arrangement of laboratory test procedures. In such a case, the **Seller** shall replace the goods in non-conformity with the requirements established in the Contract and the annex(s) hereto returned to it with new goods in conformity with the requirements provided for in the Contract and the annex(s) hereto. The replacement of the goods shall be carried out in accordance with the procedure established in the Special Part hereof (*if the Special Part provides for such a condition*).

5.7. If the laboratory tests conducted in respect of conformity of the Goods with the requirements set out in the Contract or the annex(s) hereto reveal conformity of the goods with such requirements, the **Purchaser** shall cover the cost of the laboratory tests, while the **Seller** shall replace the goods used for the purpose of laboratory testing with new goods free of charge.

## 6. Quality Guarantee Period of the Goods

6.1. The goods shall be covered by a quality guarantee period /useful life laid down in the Special Part of the Contract (or the annex hereto).

6.2. The **Seller** shall within the term specified in the Special Part of the Contract during the quality guarantee period replace the defective good by a new good in compliance with the requirements set out in the Contract or the annex(s) hereto for a period of elimination of defects at its own cost (*if the Special Part provides for such a condition*).

6.3. The **Seller** shall within the term specified in the Special Part of the Contract during the quality guarantee period of the goods remove the defects of the goods at its own cost or, if the defects cannot be removed, replace the defective good with a new good in compliance with the requirements set out in the Contract or the annex(s) hereto at its own cost / the **Seller** shall within the term specified in the Special Part of the Contract during the useful life replace the goods with the goods in conformity with the requirements set forth in the Contract or the annex(s) hereto at its own cost (*if the Special Part provides for such a condition*).

6.4. The **Seller** shall be notified of any defects of the goods identified during the quality guarantee period /useful life in writing (by fax or mail). Quality claims shall be accepted throughout the warranty period/useful life.

6.5. The **Purchaser** may decide to carry out laboratory tests in respect of the goods from the consignment of the goods selected or from each lot of the goods (if the consignment consists of several lots) during the quality guarantee period, the amount of the goods indicated in the Special Part hereof the compliance to the requirements set forth in the Contract and the annex(s) hereto of which will be

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tested shall be selected in the presence of the **Seller's** representative (*if the Special Part provides for such a condition*). If the laboratory tests reveal non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto the whole consignment/lot shall be rejected as defective and the Seller shall cover all the costs of laboratory tests.

6.5. In case the good is replaced with a new good, it shall be covered by a new quality guarantee period specified in the Special Part of the Contract which shall be calculated as of the day of signing the taking-over certificate of a new good.

6.6. The quality guarantee period of the goods which the **Purchaser** could not use during the period of elimination of defects shall be extended for a period equal to the period of elimination of defects.

6.7. The warranty specified in the Special Part of the Contract (or the annex hereto) shall not apply if the **Seller** is able to prove that the defects of the goods originated due to incorrect or improper conduct of the **Purchaser** or the third parties, or *force majeure*.

## **7. Force Majeure**

7.1. The Party shall be released from responsibility for the non-performance of any contractual obligations if it can prove that such non-performance was due to unusual circumstances which the Parties could not control or reasonably foresee or prevent the occurrence of such circumstances or the consequences thereof. For the purposes of this Contract, *force majeure* shall be considered to be the circumstances defined in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules Governing the Release from Liability in the Event of *Force Majeure* approved by Government of the Republic of Lithuania Resolution No. 840 of 15 July 1996. In identifying *force majeure* circumstances, the Parties shall follow Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the Approval of the Procedure of the Issue of Certificates Testifying the Presence of *Force Majeure* Circumstances" or the regulatory legal acts replacing it. In the presence of *force majeure* circumstances, the Parties shall be exempted from liability for the non-performance of the contractual obligations, partial non-performance or improper performance thereof in accordance with the procedure established in the legal acts of the Republic of Lithuania, and the term for the performance of obligations shall be extended.

7.2. The Party requesting a release from liability shall notify the other Party of the *force majeure* circumstances in writing immediately but no later than within 10 (ten) business days of the day of the occurrence or discovery of existence of such circumstances by providing evidence to all reasonable precautions taken by it and to every possible effort made by it to reduce the costs or negative consequences, as well as communicate the expected term for the performance of obligations. The notice shall be also required upon the expiry of the grounds for the non-performance of obligations.

## **8. Codification**

8.1. The **Seller** shall within 5 (five) days of entry into force of the Contract submit a signed copy of the Contract accompanied by the information required for identification of the goods purchased in accordance with the forms "List of Tangibles to be Codified" and "Information about the Manufacturer or the Supplier" provided in the annex hereto to the address specified by the **Purchaser**. The **Seller** shall provide the completed and signed forms in electronic or paper form (*if the Special Part provides for such a condition*).

8.2. At the **Purchaser's** request, the **Seller** shall within 5 (five) days submit the additional technical documentation required for codification free of charge (e.g. technical characteristics, drawings, photographs, catalogues, links, etc.).

## **9. Termination of the Contract**

9.1. The Contract may be terminated:

9.1.1. By written agreement of the Parties;

9.1.2. If force majeure circumstances persist for a longer period than the number of days indicated in the Special Part of the Contract (depending on the specific characteristics of performance of the Contract a particular period from 14 till 60 days may be indicated in the Special Part of the Contract) and the Parties have not executed any agreements to amend the Contract permitting the Parties to continue the performance of their contractual obligations.

9.2. The **Purchaser** may terminate this Contract unilaterally by a prior 7 (seven) day written notice to the **Seller** if:



- 9.2.1. The **Seller** is late to deliver the goods by the term specified in the Special Part hereof;
- 9.2.2. The **Seller** is in delay to provide (or informs that will not provide) the goods in accordance with the contractual obligations;
- 9.2.3. The **Seller** increases the prices/rates of the goods, except for the case set forth in Clause 2.2 of the General Part of the Contract;
- 9.2.4. The **Seller** fails to comply with or improperly complies with the warranty obligations set forth in Clause 6 of the General Part of the Contract;
- 9.2.5. The **Seller** fails to perform the obligation laid down in Clause 12.4 of the General Part of the Contract (*in case the performance of the Contract will be secured by a surety bond or a bank guarantee*);
- 9.2.6. The quality of the goods delivered by the **Seller** is in non-conformity with the requirements established in the Contract and the annex(s) hereto;
- 9.2.7. The **Seller** fails to provide a bank guarantee for advance payment valid for a period not shorter than the period specified in Clause 4.3. of the General Part of the Contract in due time (*if the terms and conditions of the Contract provide for advance payment*).
- 9.2.8. The **Seller** is under liquidation procedure or applied to the court for bankruptcy or restructuring proceedings, or is the subject of bankruptcy or restructuring proceedings, or judicial decision on the initiation of bankruptcy proceedings was decreed.
- 9.3. Upon termination of the Contract, the **Seller** shall within 10 (ten) days of termination of the Contract return the advance payment paid for the goods that were not delivered to the **Purchaser** (if the advance payment was paid).

## 10. Dispute Settlement Procedure

- 10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.
- 10.2. All disputes or disagreements arising between the Parties in relation to the Contract shall be solved by way of negotiations; if the Parties fail to solve the dispute, it shall be examined in accordance with the procedure established by the legal acts of the Republic of Lithuania at the courts of the Republic of Lithuania in respect of the domicile of the **Purchaser** (or if the **Purchaser** is not a legal person but the unit of the Lithuanian Armed Forces - "according to a legal person's - the Lithuanian Armed Forces").

## 11. Liability

- 11.1. In the event of delayed delivery of the goods by the term specified in the Special Part hereof, the **Seller** shall pay the **Purchaser** the liquidated damages of 0.2 % of the amount of the value of undelivered goods for each day/hour of delay (applied depending on the term of the obligation indicated in a special part of the contract), the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in relation to the **Seller's** failure to perform or improper performance of the Contract. The **Seller** undertakes to pay the liquidated damages within the period specified in the invoice or the claim.
- 11.2. Where the **Seller** fails to fulfil its obligations within the term indicated in the Article 6.2 of the Special Part of the Contract the **Seller** shall pay the **Purchaser** the liquidated damages agreed by the Parties in advance, which shall make up 0.2% of the value of the goods which are not replaced for each day/hour of delay, the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in the event of the **Seller's** failure to perform or improper performance of its obligations relating to the warranty/useful life of the goods.
- 11.3. Where the **Seller** fails to fulfil its obligations within the term indicated in the Article 6.3 of the Special Part of the Contract during quality guarantee/useful life period, the **Seller** shall pay the **Purchaser** the liquidated damages agreed by the parties in advance, which shall make up 0.2% of the value of the goods which are not replaced for each day/hour of delay, the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in the event of the **Seller's** failure to perform or improper performance of its obligations relating to the warranty/useful life of the goods.
- 11.4. Where the Contract is terminated on the grounds specified in Clauses 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6 (9.2.7. (*if advance payment is provided for in the terms and conditions of the Contract*)), the **Seller** shall within 14 (fourteen) days (as of the day of termination of the Contract) pay the **Purchaser**

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the liquidated damages, which equal to 7 (seven) % of the contract price (or the total tender price (including VAT – *in case VAT is included into the contract price*) (a specific percentage or specific fixed amount indicated in the Special Part of the Contract)) which shall not exceed the total value of all outstanding obligations under the Contract. The payment of the liquidated damages shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

11.5. If the Contract is terminated on the grounds provided for in Clause 9.2.4. of the General Part hereof, the **Seller** shall within 7 (seven) days (as of the day of termination of the Contract) pay the **Purchaser** the liquidated damages equal to the purchase value of defective goods which shall not exceed the total value of the outstanding obligations hereunder. The payment of the liquidated damages shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

11.6. Other cases of application of contractual liability to the **Seller** are specified in the Special Part hereof.

11.7. Delayed financing from the budget shall be deemed the grounds for absolute release of the **Purchaser** from civil liability and payment of default interest on overdue payment.

## 12. Validity of the Contract

12.1. The Contract shall take effect from the signature of both Parties (*this condition shall apply if the performance of the Contract will not be secured by a security bond or a bank guarantee*) and submission of the Contract performance guarantee of a bank or the security bond of an insurance company by the **Seller** to the **Purchaser** which guarantees the payment of the amount indicated in Clause 11.4 of the General Part hereof (if the **Purchaser** terminates the Contract on any grounds listed in Clauses 9.2.1 – 9.2.7, the guarantor/surety shall pay the amount indicated in Clause 11.4 of the General Part hereof). The guarantee or the security bond indicating that the guarantor or the surety is liable only for indemnification of direct damages shall not be accepted as the guarantor or the surety must undertake to indemnify the specific Contract performance amount indicated in Clause 11.4 hereof) (*in case the contract performance will be secured by a security bond or a bank guarantee*).

12.2. The guarantor/surety shall irrevocably and unconditionally undertake to perform the duty and pay the amount undertaken by transferring the amount to the **Purchaser's** account within 14 (fourteen) days of a written notice confirming the termination of the Contract at the **Seller's** fault on the grounds provided for in the Contract (*in case the contract performance will be secured by a security bond or a bank guarantee*).

12.3. The **Seller** shall within 5 (five) business days of signing the Contract submit the Contract performance guarantee of a bank or the security bond of an insurance company specified in Clause 12.1 of the General Part hereof to the **Purchaser** which shall be valid two months longer than the term of delivery of the goods provided for in the Special Part hereof. Payment of the amount specified in the Contract Performance Guarantee of a bank or the security bond of an insurance company shall not be deemed to constitute full compensation of damages incurred by the **Purchaser** and shall not release the **Seller** from the obligation to cover such damages in full (*in case the performance of the contract will be secured by a security bond or a bank guarantee*).

12.4. If the legal entity which has issued the Contract performance guarantee (a bank or an insurance company) is unable to perform its obligations in the period of validity of the Contract, the **Seller** shall within 10 (ten) days provide a new Contract performance guarantee under the same terms and conditions. If the **Seller** fails to provide a new Contract performance guarantee, the **Purchaser** shall have the right to terminate the Contract under the procedure stipulated in Clause 9.2.5 of the General Part hereof.

12.5. The Contract Performance Guarantee shall be returned within 10 (ten) days of expiry of the performance guarantee upon a written request of the **Seller**.

12.6. The provisions of the Contract may not be amended during the validity term of the Procurement Contract, except for the provisions of the Contract which, if amended, would not constitute a breach of the principles and objectives stipulated in Article 3 of the Law on Public Procurement and provided that such amendments to the provisions of the Contract have been authorised by the Public Procurement Office. Correction of the provisions of the Contract under the circumstances provided for herein, if such circumstances are clearly and unequivocally defined and stated in the Terms and Conditions of Tender, shall not be deemed to constitute amendments to the provisions of the Contract.



12.7. Should the Parties identify technical oversights or spelling mistakes (false transfer of provisions from a tender or the procurement terms and conditions, etc.), the persons responsible for the performance of the Contract or the details of the Parties specified herein change during the period of validity of the Contract, the Parties may by a written agreement correct the provisions of the Contract without applying to the Public Procurement Office. Such correction of the provisions of the Contract shall not be considered a change of the provisions of the Contract.

12.8. The Contract may be extended under the terms and conditions laid down in the Special Part hereof.

12.9. The expiry term of the Contract provided in the Special Part of the Contract shall not end the obligations of the Parties indicated in the Contract and shall not release from civil liabilities in the event of breach of the Contract.

### 13. Correspondence

13.1. The notices in the Lithuanian/English languages (*applicable where the contract is executed in English*) delivered between the **Purchaser** and the **Seller** shall be executed in writing. The notices between the Parties shall be sent by mail, e-mail, fax or delivered in person. The notices shall be sent to the addresses and numbers specified in the details of the Parties in the Special Part hereof. If the sender requires an acknowledgement of receipt, the sender shall indicate such a request in its notice. In case any deadline of reply to a written notice is established, the sender should include a request of acknowledgement of receipt of a written notice.

13.2. The Parties shall within 3 (three) business days notify one another in writing of the change in the contact details of the Party specified in the Special Part hereof. Either Party failing to notify of the change of its details in a timely manner shall not be entitled to file any claims in respect of any actions performed by the other Party following the details of the Party provided in this Contract.

### 14. Confidentiality

14.1. The Parties shall ensure that the information communicated by one Party to another will be used for the purposes of the Contract exclusively and shall not be used in such a way that would inflict harm on the Party communicating the information.

14.2. The Parties shall ensure the confidentiality of all information known to them and/or entrusted to them throughout the validity of the Contract, upon expiry or termination hereof.

14.3. Unless otherwise provided for in the legal acts of the Republic of Lithuania, the **Seller** shall not use the information entrusted to it by the **Purchaser** either in its personal interest or in the interest of any third parties or disclose such information to other parties without a prior written agreement of the **Purchaser**.

### 15. Final Provisions

15.1. The Contract has been executed in the Lithuanian/English/Lithuanian and the English languages in two/four counterpart copies (one/two copies to each Party) (*depending on the languages in which the contract will be executed*). Both texts are equally authentic and legally binding. In the event of any discrepancies between the texts in the Lithuanian and English languages, the text in English shall prevail (applicable where the contract is concluded with a foreign seller in the Lithuanian and English languages).

15.2. The Contract is constituted of the General Part and the Special Part, as well as the annex(s) hereto. All annexes to this Contract shall constitute an integral part hereof.

15.3. Neither Party shall be entitled to assign its rights and obligations under the Contract to any third party without a prior written consent of the other Party.

15.4. Unless otherwise provided in the Special Part of the Contract the **Seller** shall pay the **Purchaser** the minimum losses agreed upon by the Parties in advance to an extent of 5 percent of the of the contract/tender price for breach of obligation stated in the Article 15.3 of the Contract.

15.5. The **Seller** warrants that it has all licences required for the performance of the Contract. The **Seller** shall cover the **Purchaser's** losses in case any claims are put forward to the **Purchaser** or proceedings brought regarding the violations related to the patents or licences concerning the Contract or committed in the period of performance of the Contract.

15.6. The Parties hereby confirm that when entering into the present Contract they did not exceed or breach their competence (articles of association, regulations, statute, any resolution, decision, order of

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the managing body of the Party (owner, incorporator or other competent entity), any binding legal act (including local, individual), transaction, court decision (ruling, judgement), etc.).

15.7. The person/persons appointed by the **Seller** who act on behalf of the **Seller**, accept and confirm the orders for the goods placed by the **Purchaser**, the estimate for the goods supplied, participate in the meetings with the **Purchaser** and carry out other actions required for the proper performance of the Contract are specified in the Special Part hereof.

15.8. The person/persons appointed by the **Purchaser** who act on behalf of the **Purchaser**, place orders for the goods, the estimate for the goods to the **Seller**, participate in the meetings with the **Seller** and carry out other actions necessary for the proper performance of the Contract are specified in the Special Part hereof.

PURCHASER



Kovinių narių tarnybos  
vadas

kmdr. Tadas Mockys

SUPPLIER



Threed Systems AS  
Sven JÜRGENSON

A.V. Arno VAIK

**CONTRACT FOR THE PURCHASE AND SALE OF GOODS PS-17**  
**"Price list"**

<b>Eil. Nr.</b>	<b>Item Name/Model</b>	<b>Unit of Measure</b>	<b>Quantity</b>	<b>Unit Price EUR excl. VAT</b>	<b>Total EUR excl. VAT</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1.	Terrestrial Data Terminal	units.	1	52000,00	52000,00
<b>Viso:</b>					<b>52000,00</b>

PURCHASER



Kovinių narų tarnybos  
vadas  
kmdr. Tadas Morkevicius

SUPPLIER

Thread Systems AS  
~~Sven JÜRGENSON~~

A.V. Arno VAIK

## TECHNICAL SPECIFICATION OF THE GROUND DATA TERMINAL

Eil. Nr.	Technical specifications of the goods specified/required in the procurement documents	Specific values of the indicators for the goods offered by the supplier (YES/NO or EXACT VALUE)
	<b>1. Purpose and general requirements of the ground data transmission terminal</b>	
1.1.	The terminal is designed to perform the following tasks: 1.1.1. direct control of unmanned aerial vehicles (UAVs) and data transmission; 1.1.2. long-range communication; 1.1.3. mobile surveillance and reconnaissance operations; 1.1.4. maintaining military-grade communications; 1.1.5. using data from various platforms; 1.1.6. operating in various climatic conditions;	
1.2.	the terminal must be capable of operating in different communication modes (omni and directional antennas), depending on the nature of the operation, distance, environmental conditions, or data transmission requirements, which can be changed during flight without interrupting the mission;	
1.3.	terminal length – from 370 mm until 380 mm;	
1.4.	terminal width – from 600 mm until 610 mm;	
1.5.	terminal thickness (depth) – from 160 mm until 170 mm;	
1.6.	weight not exceeding 8 kg;	
1.7.	terminal antenna strength - +-19 dBi;	
1.8.	input connector – Lemo K series (EGG.2K.310);	
1.9.	terminal antenna movement – 360°;	
1.10.	polarization – double diagonal polarization;	
1.11.	signal range – 360° iki 50 km distance;	
1.12.	The terminal antenna must be capable of interacting with the Threed EOS C unmanned aerial vehicle Silvus S communication band.	
1.13.	The terminal antenna must be able to interact with Threed EOS C software.	
	<b>2. Antenna tripod stand</b>	
2.1.	tripod stand adapted for the antenna. The stand must have a quick-release/locking function with an integrated spirit level;	

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2.2.	stand weight not exceeding – 2,5 kg;	
2.3.	maximum load of the stand – 9 kg;	
2.4.	height of the extendable stand – from 0,60 until 1,7 m.	
<b>3. Antenna battery</b>		
3.1.	battery weight – no more than 2 kg;	
3.2.	battery dimensions not less than – length: 112 mm; width: 61mm; depth: 127mm;	
3.3.	nominal voltage – 28.8 V , 2 x 14,4 V; maximum voltage – 33.0 V, 2 x 16,5 V;	
3.4.	battery capacity – 9,9 Ah su 24 V; 19,8 Ah su 12 V;	
3.5.	discharge – up to 10 A constant current for one section;	
3.6.	operating temperature – from -20° until +60°;	
3.7.	storage temperature – from -40° until +40°.	
<b>4. Battery adapter</b>		
4.1.	adapter weight not exceeding – 0,4 kg;	
4.2.	dimensions not exceeding – length: 130 mm; area: 81mm; depth: 185mm;	
4.3.	output voltage – 20-30 V;	
4.4.	ON/OFF control – 5 sek. switching off and switching on;	
4.5.	cable connection – Lemo K (FGG.2K.310);	
4.6.	cable length – 300 mm;	
4.7.	operating temperature – from -20° until +60°.	
<b>5. Battery charger</b>		
5.1.	weight not exceeding – 1 kg;	
5.2.	dimensions not exceeding – length: 173 mm; width: 70 mm; depth: 35 mm;	
5.3.	current power (input) – AC 100 – 240 V;	
5.4.	current power (output) – DC 24 V – 6.67 A.	
<b>6. Connection cable</b>		
6.1.	cable connecting the antenna to the battery and software;	
6.2.	cable length – 1,5 m;	
6.3.	cable weight not exceeding – 0,5 kg;	
6.4.	power connection (2A) – PHG.2K.310.CLLC85Z;	

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