

**Purchase agreement No. S-15-191**

9<sup>th</sup> of September 2015  
Šiauliai

**SIA "DANTES INVEST"**, registration No. 40003811003, located in Ropažu street 10, Riga, Latvia hereafter referred to as the "Supplier", represented by its chief of the board Andris Mušperts, as one party, and

**VšĮ "Šiaulių Regiono Atliekų Tvarkymo Centras"**, reg. No. 145787276, located in P.Lukšio g. 8, Šiauliai, LT 76206, Lithuania, represented by its Direktor Jolita Šalkauskienė, hereafter referred to as the "Customer", as the other party, both jointly referred to as the "Parties", enter into this agreement, hereafter referred to as the "Agreement", regarding the following:

**1. Subject matter of the Agreement**

1.1. The Supplier undertakes to deliver and sell and assemble to the Customer, and the Customer undertakes to order and purchase from the Supplier TANA compactor display, hereafter referred to as the "Product", in accordance with Supplier's offer dated 19.08.2015, hereafter referred to as the "Offer", which states specification and price of the Product. The Offer is attached as Appendix No. 1 to this Agreement, and is an integral part of the Agreement.

**2. Procedure of delivery**

- 2.1. The Supplier shall deliver the Product to the Customer in accordance with this Agreement and based on an invoice, under which the Product shall be delivered to the location specified by the Customer – Siauliai Region Waste Management Centre (RWMC Siauliai, Incoterms 2000).
- 2.2. The Product shall be delivered to the Customer's specified location by the Supplier.
- 2.3. The Supplier shall deliver the Product to the Customer no later than in 14 days after 100% prepayment of Product.
- 2.4. A Product delivery is considered completed when the Parties or representatives authorized by them have signed the invoice.

**3. Product ordering**

- 3.1. The Customer orders Products from the Supplier in accordance with this Agreement and based on the Product specifications and price stated in the Offer.
- 3.2. An order on behalf of the Customer may be made only by a person authorized by the Customer.

**4. Product acceptance and handover**

- 4.1. Product acceptance and handover shall be carried out with authorized representatives of both Parties being present.
- 4.2. Authorized representatives of the Supplier are persons that at the time of the product handover are the Supplier's employees or persons that are specially authorized for this purpose, and can hand an invoice issued by the Supplier to the Customer at the moment of handover of the Product.
- 4.3. Invoices issued by the Supplier can be signed on behalf of the Customer only by persons authorized for this purpose.
- 4.4. Upon the acceptance and handover of the Product, the representatives authorized by the Parties shall immediately verify the Product's compliance with the invoice issued by the Supplier and the Offer.
- 4.5. The Customer has a right to refuse accepting the Product if non-compliance of the delivered Product with the requirements specified in this Agreement or the Offer is found.

**5. Price of the Product**



5.1. The Supplier shall deliver and hand the Product to the Customer in accordance with the terms stated in the Offer, at the prices that the Parties have agreed upon in this Agreement and its Appendix.

5.2. The Parties agree that the Product price (DDU Siauliai) is

- 2945,75 EUR TANA display;
- 40,00 EUR assembling;
- 160,00 EUR transportation.

5.3. The Product price in the Offer approved by the Parties includes the expenses of delivering the Product to the location specified by the Customer in accordance with article 2.1 of this Agreement, the Product handling and assembling. By signing this Agreement, the Supplier confirms that the Customer will not have to make any payments for the Product in addition to the Agreement price specified in the Offer.

#### **6. Quality, marking and guarantees**

6.1. For goods delivered guarantee must apply - as manufacturer officially indicates, but not less than 12 months from goods delivery date to Customer.

6.2. The Supplier shall ensure the quality of the delivered Product in accordance with the requirements of the European Union law and product producer.

6.3. The Supplier shall ensure the marking of the Products to be delivered.

6.4. The Parties guarantee to one another the performance of the obligations undertaken with this Agreement.

#### **7. Procedure of payments**

7.1. The Customer shall pay the Supplier for the Product that the Supplier has delivered to the Customer in accordance with this Agreement, based on the invoice that the Customer has received from the Supplier upon accepting the Product.

7.2. The Supplier shall specify the type of payment and the amount payable in the invoice.

7.3. The Customer shall make the payment to the Supplier by transferring the amount specified in the invoice in EUROS from the Customer's operating account to the Supplier's operating account.

7.4. The invoice issued by the Supplier shall be considered paid from the moment when the payment is received on the bank account of Supplier.

7.5. Customer pays in advance for display after proforma invoice is received and regarding delivery + installation - 10 days after work completion and invoice received.

7.6. The Customer pays 100% in advance for the display agreed price, and for delivery + assembling will be paid after work is done, as indicated in the agreement.

#### **8. Procedure of solving disputes**

Any disputes and disagreements that may arise between the Parties in regard to the performance of this Agreement shall be attempted to be solved by the Parties by way of negotiation; if the Parties are unable to come to an agreement, the dispute must be resolved by a competent general jurisdiction court of the Republic of Latvia.

#### **9. Transitional provisions**

9.1. This Agreement shall become valid upon its signing by both Parties, and shall be valid until the Parties will have fully completed the obligations undertaken with the Agreement.

9.2. The Customer has the right to unilaterally terminate the Agreement, notifying the Supplier in writing, if:

9.2.1. The Supplier breaches the terms of this Agreement;

9.2.2. The Supplier delays the Product delivery by more than 10 (ten) days;

9.2.3. The Supplier makes a decision to dissolve;

9.3. The Supplier is entitled to unilaterally terminate this Agreement, notifying the Customer in writing, if:

- 9.3.1. The Customer delays by more than 10 (ten) days the payments specified in this Agreement;
- 9.3.2. The Customer makes a decision to dissolve.
- 9.4. If Supplier does not deliver goods to Customer by the date indicated in paragraph 2.3, Seller has to pay fine in a volume of 0,5% from Product price for each day, but not more than 10% from Product price, if the delay is not due to the Customers fault.
- 9.5. Accumulated fine can be excluded from accounts payable to the Seller informing it in advance by written notification.
- 9.6. If the Customer does not make the payments in accordance to paragraph no.7 of the Agreement, then the Customer pays fine to the Supplier in a volume of 0,5% from Product price for each day, but not more than 10% from Product price.
- 9.7. If this Agreement is terminated before the term in accordance with the procedure specified in this Agreement's article 9.2 and its subclauses, it is the obligation of the Supplier to fully repay to the Customer the payments received from the Customer.
- 9.8. This Agreement and its appendices may be modified, supplemented or terminated with agreement of the Parties. The agreement regarding the modification, amending or termination of this Agreement must be executed in writing and shall become valid only upon being signed by both Parties.

#### **10. Final provisions**

- 10.1. Any message between the Parties is considered delivered to the addressee when sent by registered mail.
- 10.2. If any term of this Agreement is legally invalid, it cannot serve as a basis for invalidity of this Agreement as a whole.
- 10.3. This Agreement has been prepared in English on 3 (three) pages, in two counterparts with equal legal force. After the signing of this Agreement, one counterpart is kept by the Supplier, the other – by the Customer.

#### **11. Legal addresses and payment details of the Parties**

Supplier:

SIA "DANTES INVEST"  
Reg. No. 40003811003  
VAT No. LV4000311003  
Legal address:  
Ropažu Street 10, Riga, LV-1039, Latvia  
Tel.: +371 294 07374  
Email: tanabaltics@gmail.com  
Account: LV48HABA0551035073674  
Bank: AS Swedbank  
SWIFT: HABALV22

Customer:

VšĮ "Šiaulių Regiono Atliekų Tvarkymo Centras"  
Reg. No. 145787276  
VAT No. LT457872716  
Legal address:  
P.Lukšio g. 8, Šiauliai, LT 76206, Lithuania  
Tel.: +370 41 520002  
Email: info@srac.lt  
Account: LT624010044200021860  
Bank: AB DNB bank  
SWIFT: AGBLLT2X

#### **12. Signatures of the representatives of the Parties**

  
Andris Masperts  
09.09.2015.

  
Jolita Salkauskiene