

PREKIŲ PIRKIMO SUTARTIS

2018-03-26 / *02-ES-1-17*
Kaunas

1. SUTARTIES SUBJEKTAI

1.1. Vši Kelių ir transporto tyrimo institutas (toliau – Pirkėjas), juridinio asmens kodas 302824137, atstovaujamas Aivaro Vilkelio, laikinai einančio direktoriaus pareigas pagal 2018 m. kovo 12 d. LR susisiekimo ministro įsakymas Nr. 3P-74 “Dėl viešosios įstaigos Kelių ir transporto tyrimo instituto direktoriaus skyrimo”, ir 3D Laser Mapping Limited (toliau – Tiekėjas), atstovaujama direktoriaus Graham Hunter, veikiančio pagal pareigas ir įmonės įstatus, kiekvienas atskirai vadinamas Šalimi, o abu kartu Šalimis, sudaro šią sutartį (toliau – Sutartis).

2. SUTARTIES OBJEKTAS

2.1. Šios sutarties objektas yra „StreetMapper“ sistemos programinių komponentų licencijų prenumerata, nurodytas šios sutarties 1 priede (Prekių sąrašas) (toliau – Prekės), ir atitinkantis mažos vertės pirkimo „StreetMapper“ sistemos programinių komponentų licencijų prenumerata dokumentuose nustatytus reikalavimus.

3. KAINA IR ATSISKAITYMŲ TVARKA

3.1. Prekių kaina yra 9.370,00 EUR (devyni tūkstančiai trys šimtai septyniasdešimt eurų ir 00 ct) be PVM. Į Prekių kainą įskaičiuoti visi mokesčiai ir visos išlaidos, susijusios su Prekių teikimu pagal šios sutarties 1 priede (Prekių sąrašas) ir 2 priede (Techninė specifikacija) nurodytas apimtis ir sąlygas.

3.2. Prekių kaina per visą šios sutarties galiojimo laiką yra pastovi ir negali būti keičiama, išskyrus šios sutarties 3.3 punkte numatytą atvejį.

3.3. Prekių kaina perskaičiuojama, kai pasikeičia Prekėms taikomo pridėtinės vertės mokesčio (toliau – PVM) tarifo dydis. Prekių kainos pokyčio dydis yra proporcingas PVM tarifo pokyčio dydžiui. Perskaičiuota Prekių kaina įforminama Šalių pasirašomu susitarimu, kuris yra neatsiejama šios sutarties dalis. Perskaičiuota Prekių kaina taikoma toms

SUPPLY CONTRACT

26/03/2018
Kaunas

1. PARTIES TO THE CONTRACT

1.1. Vši Kelių ir transporto tyrimo institutas (*Road and Transport Research Institute*) (hereinafter referred to as the **Buyer**), legal entity code 302824137, represented by the Acting Director Aivaras Vilkelis, acting in accordance with the order of the Minister of Transport and Communications of the Republic of Lithuania No. 3P-74 on "The Appointment of the Director of Public Enterprise Road and Transport Research Institute" of 12 March 2018, and 3D Laser Mapping Limited (hereinafter referred to as the **Supplier**), represented by Director Graham Hunter, acting in accordance with the duties and the company's articles, individually referred to as a **Party** and collectively referred to as the **Parties**, have entered into the Contract below (hereinafter referred to as the **Contract**).

2. SUBJECT MATTER OF THE CONTRACT

2.1 The Contract covers license update of “StreetMapper” software components, specified in Annex 1 to the Contract (List of Supplies) (hereinafter referred to as the Supplies) that meet(s) the requirements laid down in the tender documents of small value procurement procedure License update of “StreetMapper” software components.

3. PRICE AND PAYMENT TERMS

3.1. The price of Supplies is 9.370,00 EUR (nine thousand three hundred seventy euros and 00 ct) excluding VAT. It includes all taxes and expenses related to the rendering of Supplies in accordance with the quantities and terms and conditions laid down in Annex 1 (List of Supplies) and Annex 2 (Technical Specification) to the Contract.

3.2. The price of Supplies is fixed and it shall not be subject to any changes during the term of the Contract period, except as provided in Par 3.3 below.

3.3. The price of Supplies shall be adjusted if there are changes in the applicable value added

Prekėms, kurios bus tiekiamos po Šalių pasirašyto susitarimo įsigaliojimo dienos.

3.4. Už kokybiškas Prekes, atitinkančias šios sutarties 2 priedo reikalavimus, **Pirkėjas** įsipareigoja sumokėti **Tiekėjui** pagal jo pateiktą PVM sąskaitą faktūrą per 30 (trisdešimt) kalendorinių dienų nuo PVM sąskaitos faktūros gavimo dienos.

4. PREKIŲ TIEKĖJO ĮSIPAREIGOJIMAI

4.1. **Tiekėjas** įsipareigoja tiekti Prekes ir vykdyti savo įsipareigojimus, susijusius su Prekėmis, šios sutarties 2 priede nurodytomis sąlygomis per 10 (dešimt) kalendorinių dienų nuo sutarties pasirašymo dienos.

4.2. **Tiekėjas** įsipareigoja neteikti tretiesiems asmenims konfidencialios informacijos, gautos ar sužinotos šios sutarties sudarymo ir vykdymo metu.

4.3. **Tiekėjui** vėluojant tiekti Prekes **Pirkėjui** per 10 (dešimt) kalendorinių dienų nuo sutarties pasirašymo dienos, jis, **Pirkėjui** reikalaujant, privalo sumokėti **Pirkėjui** 0,02 % delspinigių nuo Prekių kainos už kiekvieną uždelstą dieną.

5. PIRKĖJO ĮSIPAREIGOJIMAI

5.1. **Pirkėjas** įsipareigoja gauti kokybiškas Prekes ir atsiskaityti už jas šios sutarties 3-ame skyriuje nurodytomis kainomis ir terminais.

5.2. **Pirkėjui** praleidus šios sutarties 3.4 punkte nurodytą apmokėjimo terminą, jis, **Tiekėjui** reikalaujant, privalo sumokėti 0,02 % delspinigių nuo nesumokėtos sumos už kiekvieną pavėluotą dieną.

6. NENUGALIMOS JĖGOS APLINKYBĖS (*FORCE MAJEURE*)

6.1. Nė viena iš Šalių neatsako už šios sutarties neįvykdymą, jeigu ji įrodo, kad šios sutarties neįvykdė dėl aplinkybių, kurių ji negalėjo kontroliuoti bei protingai numatyti šios sutarties sudarymo metu, ir kad negalėjo užkirsti kelio tokių aplinkybių ar jų pasekmių atsiradimui.

6.2. Nenugalimos jėgos aplinkybėmis yra laikomos aplinkybės, nurodytos galiojančiuose Lietuvos Respublikos teisės aktuose.

tax (hereinafter referred to as the VAT) rate. The price of Supplies shall be adjusted to reflect any changes in the amount of VAT. The adjusted price of Supplies shall be established in an agreement signed by the Parties, which shall constitute an integral part of the Contract. The adjusted price of Supplies shall apply for those Supplies which will be rendered following the effective date of the agreement signed by the Parties.

3.4. The **Buyer** undertakes to pay the **Supplier** for the Supplies of good quality meeting the requirements of Annex 2 to this Contract within 30 (thirty) calendar days of the receipt of an invoice.

4. OBLIGATIONS OF THE SUPPLIER

4.1. The **Supplier** undertakes to render Supplies and to fulfil his obligations regarding the Supplies in accordance with the conditions laid down in Annex 2 within 10 (ten) calendar days after the signing of the Contract.

4.2. The **Supplier** undertakes not to disclose to third persons any confidential information, which was obtained, received or learnt at the time of the conclusion and in the course of the Contract.

4.3. If the **Supplier** fails to provide Supplies to the **Buyer** in 10 (ten) days from the signature of this Contract, the **Supplier** shall pay the **Buyer** interest at the rate of 0.02% of the price of Supplies for each day of delay, when requested to do so by the **Buyer**.

5. OBLIGATIONS OF THE BUYER

5.1. The **Buyer** undertakes to receive quality Supplies and to pay for them at the price and conditions laid down in Article 3 of this Contract.

5.2. If the **Buyer** fails to pay within the term agreed in Par 3.4, the **Buyer** shall pay interest at the rate of 0.02% of the outstanding amount for each day of delay, as and when requested to do so by the **Supplier**.

6. *FORCE MAJEURE*

6.1. Neither Party shall be liable for non-performance if it proves that such non-performance is resultant from circumstances

6.3. Šalis turi nedelsdama, bet ne vėliau kaip per 5 (penkias) darbo dienas, pranešti kitai Šaliai raštu apie nenugalimos jėgos aplinkybių, dėl kurių šios sutarties įvykdymas gali tapti neįmanomas ir jų įtaką šios sutarties įvykdymui. Jeigu šio pranešimo kita Šalis negauna per nustatytą laiką po to, kai šios sutarties neįvykdžiusi Šalis sužinojo ar turėjo sužinoti apie tą aplinkybę, tai pastaroji Šalis privalo atlyginti dėl pranešimo negavimo atsiradusius nuostolius.

6.4. Jeigu nenugalimos jėgos aplinkybės tęsiasi ilgiau kaip 3 (tris) mėnesius nuo pranešimo apie jas gavimo dienos, bet kuri Šalis gali nutraukti šią sutartį apie tai pranešusi kitai Šaliai.

7. SUTARTIES NUTRAUKIMAS

7.1. Ši sutartis gali būti nutraukta:

7.1.1. raštišku Šalių susitarimu;

7.1.2. nenugalimos jėgos aplinkybėms tęsiantis ilgiau kaip 3 (tris) mėnesius nuo pranešimo apie tokias aplinkybes dienos bet kurios Šalies.

7.2. Pirkėjas ne vėliau kaip prieš 5 (penkias) dienas raštu informavęs Tiekėją, turi teisę vienašališkai nutraukti šią sutartį, jeigu:

7.2.1. Prekių kokybė neatitinka šios sutarties prieduose nustatytų reikalavimų ir po raštiško Pirkėjo pranešimo apie tai Tiekėjui, jis per 5 (penkias) dienas nepašalina Prekių trūkumų;

7.2.2. Tiekėjas didina Prekių kainas, išskyrus šios sutarties 3.3 punkte numatytą atvejį;

7.2.3. Tiekėjas šios sutarties neįvykdo ar netinkamai įvykdo ir tai yra esminis šios sutarties pažeidimas.

8. GINČŲ NAGRINĖJIMO TVARKA

8.1. Visi kilę ginčai ar nesutarimai, susiję su šia sutartimi, tarp Šalių sprendžiami derybų būdu.

8.2. Jeigu ginčų nepavyksta išspręsti derybų būdu, jie sprendžiami, vadovaujantis Lietuvos Respublikos teisės aktais, Lietuvos Respublikos teismuose pagal Pirkėjo buveinės vietą.

8.3. Dėl Prekių kokybės iškilę ginčai sprendžiami dalyvaujant Tiekėjo atstovams, Šalims pasiliekančią teisę kvieštis nepriklausomus ekspertus, kurių išlaidas turės apmokėti Šalis, kurios nenaudai bus priimtas sprendimas.

beyond the control of the Party, which could not have been reasonably foreseen upon conclusion of the Contract, and that the Party could not prevent such circumstances or their consequences.

6.2. For the purpose of this Contract, *force majeure* circumstances are circumstances defined in the law of the Republic of Lithuania.

6.3. A Party shall promptly, and in any case no later than within 5 (five) working days, notify the other Party of the *force majeure* circumstances that may prevent the fulfilment of the Contract and of their effect on the execution of the Contract. In case of a failure to notify the other Party within an agreed period of time after the defaulting Party became aware, or should have become aware, of the *force majeure* event, the other Party is entitled to damages for any loss resulting from the non-receipt or late receipt of such notice.

6.4. If the effect of a *force majeure* event continues for a period exceeding 3 (three) months after the receipt of the notice, each Party shall be entitled to terminate the Contract through notification to the other Party.

7. TERMINATION OF THE CONTRACT

7.1. This Contract can be terminated by:

7.1.1. a written agreement between the Parties;

7.1.2. any Party if the effect of a *force majeure* event continues for a period exceeding 3 (three) months after the receipt of the notice.

7.2. The Buyer shall have the right to terminate this Contract unilaterally, subject to at least 5 (five) days' written notice to the Supplier, if:

7.2.1. The quality of the Supplies does not comply with the requirements set out in the Annexes to this Contract and within 5 (five) days of a written notification to this effect served by the Buyer to the Supplier the latter fails to remedy the defects;

7.2.2. The Supplier increases the prices of Supplies, except as provided in Par 3.3 above;

7.2.3. The Supplier fails to discharge contractual obligations or discharges them improperly and that constitutes a material breach of the Contract.

8. DISPUTE SETTLEMENT

9. ŠIOS SUTARTIES GALIOJIMAS

9.1. Ši sutartis įsigalioja Šalims ją pasirašius ir galioja iki visiško abiejų Šalių įsipareigojimų įvykdymo.

10. BAIGIAMOSIOS NUOSTATOS

10.1. Ši sutartis sudaryta lietuvių-anglų kalbomis dviem egzemplioriais (po vieną kiekvienai Šaliai). Abu tekstai autentiški ir turi vienodą juridinę galią.

10.2. Nė viena iš Šalių neturi teisės perduoti tretiesiems asmenims teisių ir įsipareigojimų pagal šią sutartį be išankstinio raštiško kitos Šalies sutikimo.

10.3. Ši sutartis yra sudaryta pagal Lietuvos Respublikos įstatymus ir yra jais reglamentuojama.

10.4. Ši sutartis turi priedus, kurie yra neatskiriama šios sutarties dalis:

10.4.1. 1 priedas – Prekių sąrašas;

10.4.2. 2 priedas – Techninė specifikacija.

10.5. Šios sutarties sąlygos šios sutarties galiojimo laikotarpiu negali būti keičiamos, išskyrus tokias šios sutarties sąlygas, kurias pakeitus nebūtų pažeisti Lietuvos Respublikos viešųjų pirkimų įstatyme nustatyti principai ir tikslai, o tokiems šios sutarties sąlygų pakeitimams yra gautas Viešųjų pirkimų tarnybos sutikimas. Gali būti kreipiamasi tik dėl tokių šios sutarties sąlygų, kurių keitimo aplinkybių atsiradimo Šalys negalėjo numatyti pasiūlymo pateikimo, šios sutarties sudarymo metu, aplinkybių negali kontroliuoti ir jų kilimo rizikos neprisiėmė nei viena iš Šalių.

10.6. Šalys įsipareigoja per 5 (penkias) darbo dienas pranešti viena kitai apie šios sutarties 11 skyriuje nurodytų duomenų pasikeitimą. Šalis, nepranešusi apie šių duomenų pasikeitimus laiku, negali reikšti pretenzijų dėl kitos Šalies veiksmų, atliktų vadovaujantis šioje sutartyje pateiktais duomenimis.

8.1. All disputes or disagreements relating to this Contract shall be settled by negotiation between the Parties.

8.2. If a dispute fails to be solved through negotiation, it shall be referred to a court of the Republic of Lithuania according to the registered address of the Buyer in the manner prescribed by the law of the Republic of Lithuania.

8.3. Any disputes related to the quality of the Supplies require participation of the Supplier's representatives. The Parties reserve the right to invite independent external experts, the cost of which are to be borne by the Party, against whom the decision is adopted.

9. TERM OF THE CONTRACT

9.1. The Contract shall come into force on the day of its signature by the Parties and shall remain in force until the complete implementation of obligations by both Parties.

10. FINAL PROVISIONS

10.1. The Contract is concluded in two copies in Lithuanian-English languages: one copy for each Party. Each of these texts are equally authentic and have the same legal effects.

10.2. Neither Party may assign its rights or obligations under this Contract to third persons unless there is a prior written consent of the other Party.

10.3. This Contract is made and regulated pursuant to the law of the Republic of Lithuania.

10.4. The Annexes to the Contract constitute an integral part thereof:

10.4.1. Annex 1. List of Supplies.

10.4.2. Annex 2. Technical Specification.

10.5. The terms and conditions of the Contract may not be altered throughout the duration of the Contract, except for such terms and conditions of the Contract, the changes whereto would be without prejudice to the principles and goals specified in the Law on Public Procurement, and subject to the consent of the Public Procurement Office. The requested terms and conditions may be only those the emergence of circumstances requiring changes whereto could not have been foreseen by the Parties upon conclusion of the Contract and

where the circumstances are beyond the control of the Parties and neither of them has assumed the risk of that change of circumstances.

10.6. The Parties undertake to notify each other of any changes in information provided in Par 11 of the Contract herein within 5 (five) business days from the date of such changes. If a Party fails to serve a timely notification of such changes, it cannot make claims regarding any acts or actions of the other Party based on the details provided in the Contract.

11. JURIDINIAI ŠALIŲ ADRESAI, REKVIZITAI, PARAŠAI

PIRKĖJAS / THE BUYER

VšĮ Kelių ir transporto tyrimo institutas /
Public Enterprise Road and Transport
Research Institute
I. Kanto g. 25, p. d. 2082, LT-44009 Kaunas

Įmonės kodas / company code 302824137

Telefonas / Tel.: +370 (37) 22 66 38
Faksas / Fax +370 (37) 20 56 19
El. paštas / email info@ktti.lt
A.s. / Acc. No. LT 75 7300 0101 3239 1969

AB „Swedbank“, banko kodas / bank code
73000

11. LEGAL ADDRESSES, DETAILS AND SIGNATURES OF THE PARTIES

TIEKĖJAS / THE SUPPLIER

3D Laser Mapping Ltd

Ranch House, Chapel Lane, Bingham,
Nottingham, NG13 8GF, United Kingdom
Company Registration No: 03851557

VAT No: GB737 8545 90

Tel +44 (0) 194 983 8004

Fax +44 (0) 870 121 9405

Email info@3dlasermapping.com

Handelsbanken, City Gate East, Toll House
Hill, Nottingham, NG1 5FS

Branch Code: 405162 Account: 53402057

IBAN: GB04HAND40516253402057

VšĮ Kelių ir transporto tyrimo instituto
direktorius / Acting director, Public Enterprise
Road and Transport Research Institute

.....
Aivaras Vilkelis
.....
* * * * *
KAUNAS

Director, 3D Laser Mapping Ltd

.....
Graham Hunter

Turto valdymo skyriaus
viršininkas
Gediminas Rudys

Prekių pirkimo sutarties 1 priedas	Supply Contract Annex 1
PREKIŲ SĄRAŠAS	LIST OF SUPPLIES
„STREETMAPPER“ SISTEMOS PROGRAMINIŲ KOMPONENTŲ LICENCIJŲ PRENUMERATA	LICENSE UPDATE OF “STREETMAPPER“ SOFTWARE COMPONENTS

Eil. Nr./ No.	Prekės/ Products	Licencijų skaičius/ Number of licences	Kaina be PVM, EUR/ Price, EUR, excluding VAT
1.	„Streetmapper“ sistemos programinių komponentų „TerraSolid“, „MMProcess“, „AeroOffice“, „Grafnav“ licencijų prenumerata / “Terrasolid”, “MMProcess”, “AeroOffice”, “Grafnav” annual license update	10	9.370,00
Iš viso/ Total:		10	9.370,00

Prekių pirkimo sutarties 2 priedas	Supply Contract Annex 2
PREKIŲ SĄRAŠAS „STREETMAPPER“ SISTEMOS PROGRAMINIŲ KOMPONENTŲ LICENCIJŲ PRENUMERATA	TECHNICAL SPECIFICATION LICENSE UPDATE OF “STREETMAPPER“ SOFTWARE COMPONENTS

Eil. Nr./ No.	Prekėms keliami reikalavimai/ Requirements for products		Atsakymas Taip/Ne/ Enter Yes/No
1.	<p>„Streetmapper“ sistemos programinių komponentų „TerraSolid“, „MMProcess“, „AeroOffice“, „Grafnav“ licencijų prenumerata/ “Terrasolid”, “MMProcess”, “AeroOffice”, “Grafnav” annual license update</p>	<p>3 „TerraScan“ licencijos iki 2019-03-31, 2 „TerraMatch“ licencijos iki 2019-03-31, 1 „TerraPhoto“ licencijos iki 2019-03-31, 1 „TerraModeler“ licencijos iki 2019-03-31, 1 „AeroOffice“ licencijos iki 2018-12-31, 1 „MMProcess“ licencijos iki 2018-12-31, 1 „Grafnav“ licencijos iki 2018-12-31./ 3 “TerraScan” licenses until 2019-03-31, 2 “TerraMatch” licenses until 2019-03-31, 1 “TerraPhoto” license until 2019-03-31, 1 “TerraModeler” license until 2019-03-31, 1 “AeroOffice” license until 2018-12-31, 1 “MMProcess” license until 2018-12-31, 1 “Grafnav” license until 2018-12-31.</p>	Taip/ Yes

Giedrius Gaidys

INVOICE



Public Enterprise Road and Transport Research Institute
I. Kanto 25 g.
P.D. 2082
Kaunas
44009

3D Laser Mapping Ltd
Ranch House, Chapel Lane
Nottinghamshire
Bingham
NG13 8GF
United Kingdom

Phone: +44 (0) 1949 838004
Fax: +44 (0) 0871 214605
Email: info@3dlasermapping.com
Website: www.3dlasermapping.com
VAT No: GB 737 8545 90

Company Registration No: Registered in England & Wales No: 3851557

Invoice Date: 29/03/2018
Invoice Number: PSI-000357
Our Reference: SFJ-1803-00880

Customer Reference: Nr.10-89
Customer VAT Number: LT100007021710

Item	Description	Price	Qty	Total Price
IGI-01130	IGI TERRAoffice Maintenance	1,500.00	1	1,500.00
IGI-03269	GrafNav Maintenance	1,200.00	1	1,200.00
3DLM-MMP1-MAINT	MMPProcess Annual Maintenance	1,700.00	1	1,700.00
M-TA	TerraMatch annual maintenance	770.00	1	770.00
M-TA-2	TerraMatch (annual maintenance) 2nd licence	730.00	1	730.00
M-TM	TerraModeller annual maintenance	510.00	1	510.00
M-TP	TerraPhoto annual maintenance	770.00	1	770.00
M-TS	TerraScan annual maintenance	770.00	1	770.00
M-TS-2	TerraScan (annual maintenance) 2nd licence	730.00	1	730.00
M-TS-3	TerraScan (annual maintenance) 3rd licence	690.00	1	690.00

Declaration: When supplied as a B2B EEE the producer invokes regulation 12.2 and passes all WEEE obligations to the B2B end user

All goods remain the property of 3D Laser Mapping Ltd until invoice is settled in full.

Payment Terms

Within 14 days of invoice and prior to delivery

Payment Milestone %: 100%

Payment Details

Handelsbanken, The Point, Welbeck Road, West Bridgford, Nottingham, NG2 7QW
Branch Code: 405162
Account: 53402057
IBAN:GB04HAND40516253402057
SWIFT Code: HANDGB22

Comments:

Annual Maintenance 2018
TERRAoffice s/n 2-1999979
GrafNAV s/n 7730
MMPProcess
TerraMatch x 2, TerraModeller x 1, Terraphoto x 1, TerraScan x 3
Current maintenance valid until 31.12.17

Subtotal		9,370.00
Vat	0.00%	0.00
Total	EUR	9,370.00

ORDER CONFIRMATION



Public Enterprise Road and Transport Research
Institute
I. Kanto 25 g.
P.D. 2082
Kaunas
44009
Lithuania

3D Laser Mapping Ltd
Ranch House, Chapel Lane
Bingham
Nottinghamshire
NG13 8GF
United Kingdom
Phone: +44 (0) 1949 838004
Fax: +44 (0) 0871 214605
Email: info@3dlasermapping.com
Website: www.3dlasermapping.com
VAT No: GB 737 8545 90

Company Registration No: Registered in England & Wales No: 3851557

Order Date: 29/03/2018
Order Reference: SO-000283

Customer Reference: Nr.10-89
Job Number: SFJ-1803-00880

Item	Description	Price	Qty	Total Price
IGI-01130	IGI TERRAoffice Maintenance	1,500.00	1	1,500.00
IGI-03269	GrafNav Maintenance	1,200.00	1	1,200.00
3DLM-MMP1-MAINT	MMPProcess Annual Maintenance	1,700.00	1	1,700.00
M-TA	TerraMatch annual maintenance	770.00	1	770.00
M-TA-2	TerraMatch (annual maintenance) 2nd licence	730.00	1	730.00
M-TM	TerraModeller annual maintenance	510.00	1	510.00
M-TP	TerraPhoto annual maintenance	770.00	1	770.00
M-TS	TerraScan annual maintenance	770.00	1	770.00
M-TS-2	TerraScan (annual maintenance) 2nd licence	730.00	1	730.00
M-TS-3	TerraScan (annual maintenance) 3rd licence	690.00	1	690.00

Declaration: "When supplied as a B2B EEE the producer invokes regulation 12.2 and passes all WEEE obligations to the B2B end user"

All goods remain the property of 3D Laser Mapping Ltd until invoice is settled in full.

Payment Terms and Milestones
100% Within 14 days of invoice

Comments:
Annual Maintenance 2018
TERRAOffice s/n 2-1999979
GrafNAV s/n 7730
MMPProcess
TerraMatch x 2, TerraModeller x 1, Terraphoto x 1, TerraScan x 3
Current maintenance valid until 31.12.17

Subtotal		9,370.00
Vat	0%	0.00
Total	EUR	9,370.00

3D Laser Mapping Limited - Terms and Conditions of Sale

Interpretation

- 1.1. **Buyer:** the person, firm or company who purchases the Goods from the Company.
- 1.2. **Company:** 3D Laser Mapping Limited, Registered in England and Wales No : 03851557, whose registered office is at Ranch House, Chapel Lane, Bingham, NG13 8GF, UK
- 1.3. **Contract:** the contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions, the Buyer's order and the Company's acknowledgement.
- 1.4. **Goods:** the goods specified in the Contract

2. Application of terms

- 2.1. The Contract shall be on these conditions to the exclusion of all other terms and conditions and may only be varied or waived by agreement in writing. The Contract comes into effect when the Company issues a written acknowledgement of order or (if earlier) the Company delivers the Goods to the Buyer.

3. Descriptions and illustrations

- 3.1. All descriptions, illustrations dimensions and other information as quoted are as accurate as possible, but the Company cannot be bound by any such information unless specifically confirmed in writing. Improvements in detail and specification are constantly being introduced, and the latest specification of the Goods will always be supplied. Where uniformity with a previous consignment is asked for the Company shall endeavour to comply as far as possible and insofar as it may be available.
- 3.2. No apparatus is warranted suitable for the Buyer's purpose (whether the purpose is communicated or not) unless the Company certifies in writing to the Buyer at the time of the sale of the Goods.
- 3.3. No responsibility can be accepted by the Company for consequences of any failure or inaccuracies of any equipment. The Buyer is expected to satisfy himself that the equipment is functional before attempting to utilise it.

4. Delivery

- 4.1. The Company will deliver the Goods to the address specified on the Buyer's order. Any special packing or handling requirements requested by the Buyer will be at the Buyer's cost.
- 4.2. The Company accepts no liability for failure to dispatch on a promised date unless a guarantee has been given in writing under an agreed penalty (as liquidated damages) for late dispatch.
- 4.3. Any claim for non or short delivery or in respect of defects in the Goods must be notified to the Company within 2 working days of delivery / anticipated delivery. The Buyer's sole remedy is to receive a replacement or credit against the Company's invoice.

5. Risk/title

- 5.1. Risk in the Goods passes to the Buyer upon shipment ex works or ex warehouse irrespective of the pricing agreed for the delivery. This shall also apply if delivery is effected within the scope of an assembly or if the shipment is executed or organised by the Company.
- 5.2. Ownership passes when the Company has received payment in full for the Goods.
- 5.3. The Buyer's right to possession of the Goods terminates immediately if the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors; or enters into liquidation, has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to any court for the winding-up of the Buyer; if the Buyer ceases to trade; if the Buyer charges or encumbers any of the Goods, or anything similar to any of the foregoing occurs in any other jurisdiction. The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods to recover them where the Buyer's right to possession has terminated.

6. Price and payment

- 6.1. The price for the Goods is as defined in the acknowledgement of order document issued by the Company and excludes VAT and delivery charges.

Payment is due within 30 days of invoice, without set-off or counterclaim, or as otherwise specified in the body of the quotation. The Company may require payment by letter of credit if Goods are to be supplied outside the United Kingdom. Time for payment is of the essence. The Company may charge interest at 8% per annum above the base rate of The Bank of England on all late payments.

7. Liability

- 7.1. Nothing in these conditions excludes or limits the liability of the Company: for death or personal injury caused by the Company's negligence; under section 2(3), Consumer Protection Act 1987; for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.
- 7.2. Subject to clause 7.1, the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract is limited to the price of the Goods. The Company shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever which arise out of or in connection with the Contract.

8. Guarantee

- 8.1. Unless otherwise agreed upon, the Company gives a 12 month guarantee on all goods supplied. In the case of equipment with an elapsed time indicator, 2000 operating hours or the period of 12 months, whichever is reached first shall be deemed the guarantee period. The guarantee commences at the time the risk passes pursuant to clause 5.1.
- 8.2. In order to claim under this guarantee, the Buyer must provide notice as soon as the defect is detected and forward the apparatus to our works, carriage paid, and with seals unbroken.
- 8.3. The guarantee applies to any defect discovered in any apparatus arising from defects in materials or workmanship and reasonably within the control of the Company. The guarantee does not apply to defects caused by wear and tear, abnormal conditions of working, accident, misuse or neglect.
- 8.4. The Company's responsibility is in all cases limited to the cost of making good the defect in the apparatus itself.
- 8.5. This guarantee is given to the Buyer and does not extend to third parties.
- 8.6. The Company will attempt to transfer to the Buyer the benefit of any warranty or guarantee given to the Company by a manufacturer.

9. General

- 9.1. The Company is not responsible for any breach of Contract arising from any circumstances beyond its reasonable control.
- 9.2. The Company may assign the Contract or any part of it to any person, firm or company. The Buyer may not assign the Contract or any part of it without the prior written consent of the Company.
- 9.3. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 9.4. No term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 9.5. The Contract is to be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.