

## PRELIMINARY GOODS CONTRACT

2018 October 26 No. KPS- 347

**Lithuanian Armed Forces**, represented by director of the Material Defence Agency under the Ministry of national Defence Sigitas Dzekunskas acting in accordance with the official powers awarded by the order No. V-171 issued on 29 January 2018 by the Chief of Defence of the Republic of Lithuania, (hereinafter referred to as the Buyer), and **Rubtec A/S** legal entity code DK27226434. Vaagoevej 28, DK-8700, Horsens Denmark, represented by director Mr Claus Laursen, acting in accordance with the company articles of association (hereinafter referred to as the Seller), hereinafter in the present preliminary contract together referred to as "Parties", and each separately as "a Party" concluded the present Preliminary Sale of Goods Contract, hereinafter referred to as "the Preliminary Contract" according to the Law of the Republic of Lithuania on Public Procurement, and agreed upon the following conditions.

### 1. DEFINITIONS

1.1. **Renewed Sales Competition Procedure** (hereinafter referred to as the RCP) is the procedure when during the term of validity of the Preliminary Contract the Sellers with whom the Purchaser has concluded the Preliminary Agreements are invited to submit proposals according to the procedure specified under Article 4 of the Preliminary Contract "Procedure of completion of renewed sales competition procedure and conclusion of the purchase agreement" (hereinafter referred to as the Article 4)

1.2. The **Sale Contract** is a sale of goods contract that is concluded between the **Buyer** and the **Seller** in accordance with the provisions of the present Preliminary Contract.

1.3. The **Preliminary Contract** is a contract between the **Buyer** and the **Seller** aiming at defining the conditions to be applied for **Sale Contracts** that will be concluded within the validity period of the Preliminary Contract.

### 2. SCOPE OF APPLICATION AND THE OBJECT OF THE PRELIMINARY CONTRACT

2.1. By means of the Preliminary Contract, the **Buyer** and the **Seller** agree to define conditions in accordance with which Parties will be able to conclude **Sales Contracts** regarding **spare parts of the HMMWV vehicles** (hereinafter referred to as the goods) specified in the Annex 1 of the Preliminary Contract "Price rates of the spare parts of the HMMWV vehicles" and complying with the technical requirements laid out in the Annex 2 of the Preliminary Contract "Technical specification of the spare parts of the HMMWX vehicles".

2.2. After the **Seller** receives the notification about the initiated RDP procedure, as determined under the Preliminary Contract, it undertakes to submit the proposal.

2.3. The **Seller** undertakes to conclude a **Sale Contract** with the **Buyer** within the validity period of the Preliminary Contract in accordance with the present Preliminary Contract and its appendices, and to perform the present Preliminary Contract and concluded **Sales Contract** properly.

2.4. During the term of validity of the **Preliminary Contract** the **Seller** undertakes to maintain organizational and technical abilities and capacity no worse than at the moment of conclusion of the **Preliminary Contract**. If during the term of validity of the **Preliminary**

**Contract** the **Buyer** obtains information that the qualification of the **Seller** may not comply with the minimal qualification requirements, as determined under the limited competition conditions, the **Buyer** may request the **Seller** to submit the documents proving compliance with the minimal qualification requirements. If after assessment of the submitted documents it is proven that the Seller does not comply with the qualification requirements, **the Buyer** is entitled to terminate the **Preliminary Contract**.

### 3. PRICES OF GOODS UNDER THE PRELIMINARY CONTRACT

3.1. The rates of the goods specified under the Annex 1 of the Preliminary Agreement shall be fixed for the whole period of the Preliminary Agreement, except for the case specified under paragraph 3.2 of the Preliminary Agreement. The rates of the goods shall include all costs and taxes related to the sales of the goods. During the purchase of the goods specified under the Annex 1 of the Preliminary Agreement and the RCP procedure, the prices of the goods in the submitted proposal of the **Seller** must not be higher than the rates specified under the Annex 1 of the Preliminary Agreement. The prices of the goods, whose rates are not specified under the Annex 1 to the Preliminary Agreement, shall be determined during the RCP procedure

3.2. If the rate of the value added tax changes after the conclusion of the Preliminary Agreement, the prices of the goods specified under the Annex 1 to the Preliminary Agreement shall be recalculated and approved by the written consent of the Parties.

### 4. THE RENEWED SALES COMPETITION PROCEDURE THE PURCHASE AGREEMENT

4.1. RCP procedure shall be carried out in writing (by the means of the Centralized Procurement Information Systems (hereinafter referred to as the CVP)) by applying to the **Sellers** with whom the Preliminary Agreement is concluded and requesting to submit the proposals within specified term (no longer than 2 business days). The invitation shall contain the information related to the preparation, change, assessment, rejection of the proposal and so on. The **Buyer** shall carry out procedure under the same conditions, as specified under the Preliminary Agreement, or under the adjusted conditions (i. e. if necessary, during the RCP procedure the **Buyer** may also purchase the goods which are not specified under the Annex 2 to the Preliminary Agreement, if they comply with the requirements set forth in the mentioned Annex 2, but suitable to foreseen vehicles and the Seller has such goods in his assortment. In case if not all Suppliers have requested goods, the Buyer still would be able to procure such goods. In event if one supplier would be able to sell request goods the Buyer would be able to proceed RCP procedures if available one seller provided price would be competitive and fare).

4.2. After completion of RCP procedure, the **Seller** whose proposal will win according to the criterion of the lowest price undertakes to conclude the Purchase agreement with the **Buyer**. If during the RCP procedure the **Buyer** has to reject all proposals, or if the Seller who has submitted the winning proposal refuses to conclude the agreements, the RCP procedure may be organized additionally (if the Preliminary Agreement are not terminated).

4.3. In conclusion of the Purchase Agreement, the goods must comply with the technical requirements, as specified under the Annex 2 to the Preliminary Agreement.

4.4. The Purchase Agreement must comply with the **Seller's** proposal submitted during the RCP procedure, the conditions of this Preliminary Agreement and the main conditions of the



Purchase Agreement, as specified under the Annex 3 to the Preliminary Agreement. "Procurement Agreement project" (hereinafter referred to as the Annex 3 to the Preliminary Agreement). In conclusion of the Purchase Agreement, the price of the **Seller's** proposal submitted during the RCP procedure and the conditions of the Preliminary Agreement cannot be changed.

4.5. If the **Seller** offers the prices of the goods which are not acceptable to the **Buyer**, uncompetitive and incompliant with the market, the **Buyer** reserves the right not to conclude the agreement under the proposal submitted during the RCP procedure.

## 5. COMMUNICATION

5.1. Unless stated otherwise, the Parties to the Preliminary Contract communicate with each other in writing.

5.2. The communication of the Parties to the Contract is considered to be in writing if it is performed by post, fax, e-mail, is personally handed in at the addresses indicated in the contract by the **Parties** to the contract. If the addressee informs about another address, the documents shall be delivered to the new address. If the addressee did not specify another address in their communication, the reply is to be sent to the same address, from which the previous communication was received.

5.3. If the sender of a communication requires a receipt confirmation. they indicate this request in the sent communication.

## 6. VALIDITY OF THE PRELIMINARY CONTRACT

6.1. The Preliminary Contract comes into force upon its signing by the Parties.

6.2. The Preliminary Contract is valid for 2 (two) years if it is not terminated due to events outlined in paragraph 7 of the Preliminary Contract.

## 7. TERMINATION OF THE PRELIMINARY CONTRACT

7.1. The Preliminary Contract may be terminated in the following circumstances:

7.1.1. by a written agreement of the Parties;

7.1.2. if force majeure circumstances last longer than 1 (one) month, and the **Parties** have not signed a supplementary agreement regarding the amendment of the present Preliminary Contract that would allow the Parties to continue fulfilling their contractual obligations.

7.2. The **Buyer** provided they informed the **Seller** in writing no later than within 5 (five) days, has the right to unilaterally terminate the Preliminary Contract in the following circumstances:

7.2.1. The **Seller** refuses to participate in RCP procedure in writing, or during the RCP procedure fails to submit the proposal with the specified term;

7.2.2. The Seller, within the validity period of the Preliminary Contract, refuses in writing or does not arrive within the term specified to conclude at least one of **Sales Contract** in accordance with the conditions laid out in the Appendix 3 "The Draft of a Procurement of Goods Contract" of the Preliminary Contract (hereinafter referred to as the Appendix 3);

7.2.3. any of **Sale Contracts** is terminated due to reasons laid out in paragraphs 9.2.1-9.2.7 of the General Conditions of the **Sale Contract**, within the validity period of the Preliminary Contract;

7.2.4. The Seller does not fulfil the obligations outlined in the paragraph 2.4 of the Preliminary Contract;



7.2.5. The Seller offers prices of goods that are higher than the prices indicated in the Annex 1 of the Preliminary Contract.

7.2.6. Any of **Sale Contracts** is terminated due to reasons laid out in paragraphs 9.2.8. and 9.2.9 of the General Conditions of the **Sale Contract**, within the validity period of the Preliminary Contract.

7.3. In the event of the termination of the Preliminary Contract due to any of the reasons laid out in paragraphs 7.2.1, 7.2.2, 7.2.3 and 7.2.4 of the Preliminary Contract, the Seller shall pay the Buyer 7,000.00 Euro (seven thousand Euro 00 ct) of minimal losses agreed upon in advance by the Parties but no more than the value of all obligations that have not been fulfilled under the Preliminary Contract within 7 (seven) business days from the termination of the Preliminary Contract.

7.4. The settlement of the minimal losses agreed upon in advance by the **Parties** does not release the **Seller** from an obligation to fully reimburse the **Buyer** for the suffered losses in the event of an improper performance of the Preliminary Contract by the **Seller**.

7.5. The termination of the Preliminary Contract does not affect the performance of any of **Sale Contracts** in force concluded prior to the termination of the Preliminary Contract.

## 8. FORCE MAJEURE CIRCUMSTANCES

8.1. None of the Parties is responsible for a partial or full non-fulfilment of the undertaken obligations if they prove that the obligations were not fulfilled due to force majeure circumstances.

8.2. The **Party** to the Contract that cannot fulfil their obligations due to force majeure circumstances shall immediately but no later than within 10 (ten) days from the emergence or the detection of the circumstances inform the other Party about them in writing.

8.3. Force majeure circumstances are considered to be circumstances outlined in the Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules of Exemption from Liability in the Case of Force Majeure approved by the resolution No. 840 issued by the Government of the Republic of Lithuania on the July 15, 1996.

## 9. DISPUTE SETTLEMENT PROCEDURE

9.1. The Contract is to be concluded and shall be explained in accordance with the laws of the Republic of Lithuania.

9.2. All disputes and disagreements related to the Preliminary Contract and arisen between the **Buyer** and the **Seller** shall be settled by mediation, and, if a settlement is not reached, the dispute shall be resolved in court in accordance with the procedure established by the laws of the Republic of Lithuania and the location of the **Buyer's** main office.

## 10. INFORMATION ON SUBSUPPLIERS

The Seller shall not employ subsuppliers.



## 11. FINAL PROVISIONS

11.1. The Preliminary Contract is concluded in four copies in Lithuanian and English languages two for each **Party**. In the event of differences in the interpretation of the Preliminary Contract, the preference shall be granted to the English text of the Preliminary Contract.

11.2. None of the Parties has the right to transfer the rights and obligations under this Preliminary Contract to a third person without a prior written consent of another **Party**.

11.3. During validity term of the Preliminary Contract the Seller can change manufacturer indicated in the Annex 1. Changes must be done in writing by providing documents and evidence to the Buyer that the goods will meet requirements set in Annex 2 of the Preliminary Contract.

11.4. If, during the validity period of the Preliminary Contract, Parties notice technical errors, spelling mistakes (provisions incorrectly transferred from a proposal, procurement conditions, etc.), persons responsible for the performance of the Preliminary Contract indicated in the Preliminary Contract, the requisites of the Parties to the Preliminary Contract are changed, the Parties to the Preliminary Contract may adjust the conditions of the Preliminary Contract by the means of a written agreement. Such an adjustment of contractual conditions shall not be considered as a change of the conditions of the Contract.

11.5. The conditions of the Preliminary Contract cannot be changed within the validity period except for such conditions of the contract the change of which would not violate the principles and goals laid out in Article 17 of the Public Procurement Law, and the Board of Public Procurement must agree to such change of conditions. The adjustment of conditions of the contract in circumstances outlined therein are not considered to be changes of the conditions of the Preliminary Contract, if these conditions are defined clearly and unambiguously as well as if they were included into the conditions of the tender.

11.6. All appendices of the present Preliminary Contract are an integral part of the Preliminary Contract:

Annex 1 "Price rates of the spare parts of the HMMWV vehicles", 2 pages; *1 Eng*

Annex 2 "Technical specification of the spare parts of the HMMWX vehicles", 8 pages;

Annex 3 " Procurement Agreement project ", 14 pages. *2 Eng*

### BUYER:

Lithuanian Armed Forces  
Director of the Defence Materiel  
Agency under Ministry of Defence  
On behalf of the Lithuanian Armed  
Forces

  
Sigitas Dzekunskas



L.S.

### SELLER:

Rubtec A/S  
Director

  
Claus Laursen

L.S.

**RUBTEC A/S**

Vågvej 28, 8700 Horsens

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PRICE RATES OF THE SPARE PARTS OF THE HMMWV VEHICLES

No.	NSN Code	Description in Lithuanian language*	Description in English	Measure Unit	Preliminary amount of meas. units **	Meas. Pcs. price, EUR (without 21% VAT)	Total amount, EUR, without 21% VAT
1.	2920011883863	ŽVAKĖS PAKAITINIMO	GLOW PLUG	pcs.	300	9,90	2.970,00
2.	2530014208025	STABDŽIŲ TRINKELĖS	BRAKE SHOE SET	set	100	81,57	8.157,00
3.	2530015684462	STABDŽIŲ TRINKELĖS	BRAKE SHOE SET	set	100	141,70	14.170,00
4.	2930014446649	SIURBLYS, VANDENS	PUMP, COOLING SYSTEM	pcs.	50	103,00	5.150,00
5.	2530014614732	DISKAS STABDŽIŲ	ROTOR, DISC BRAKE	pcs.	50	79,30	3.965,00
6.	2530014207904	DISKAS STABDŽIŲ	ROTOR, DISC BRAKE	pcs.	50	71,66	3.583,00
7.	2530013579776	CILINDRAS, STABDŽIŲ, PAGRINDINIS	CYLINDER ASSEMBLY	pcs.	30	124,00	3.720,00
8.	2510012892233	STIKLAS, PRIEKINIS, KAIRĖS PUSĖS	WINDOW, VEHICULAR L.H., BASIC	pcs.	20	785,91	15.718,20
9.	2520014214588	PUSAŠIS, PRIEKINIS, KAIRĖS PUSĖS	SHAFT, AXLE, AUTOMATIC FRONT, L.H	pcs.	20	684,45	13.689,00
10.	2520014231947	PUSAŠIS, PRIEKINIS, DEŠINĖS PUSĖS	SHAFT, AXLE, AUTOMATIC FRONT, R.H	pcs.	20	684,45	13.689,00
11.	2520014744012	PUSAŠIS, PRIEKINIS, KAIRĖS PUSĖS	SHAFT, AXLE, AUTOMATIC FRONT, L.H	pcs.	20	684,45	13.689,00
12.	2520014743901	PUSAŠIS, PRIEKINIS, DEŠINĖS PUSĖS	SHAFT, AXLE, AUTOMATIC FRONT, R.H	pcs.	20	684,45	13.689,00
13.	2815014617078	VARIKLIS SU KONTEINERIU 6.5 L.	ENGINE, WITH CONTAINER 2001, 6.5 LITER.	pcs.	1	19215,60	19.215,60
14.	2520014890849	DĖŽĖ AUTOMATINĖ, PAVARŲ, ŠARVUOTO	TRANSMISSION, HYDRAULIC	pcs.	2	13284,40	26.568,80
15.	2815011483771	VAINIKAS, SMAGRAČIO	FLYWHEEL, ENGINE	pcs.	30	60,40	1.812,00
16.	5360013572413	SPYRUOKLĖ	SPRING, HELICAL, COMP REAR	pcs.	30	231,88	6.956,40

17.	5360011794106	SPYRUOKLĒ	SPRING, HELICAL, COMP REAR	pcs.	30	152,98	4.589,40
18.	5360011794107	SPYRUOKLĒ	SPRING, HELICAL, COMP FRONT	pcs.	30	446,00	13.380,00
19.	4330012808417	ELEMENTAS KURO FILTRO	FILTER ELEMENT, FLUID	pcs.	30	24,15	724,50
20.	2910012105872	FILTRAS, KURO	FILTER, FLUID	pcs.	30	9,70	291,00
21.	4330013988484	FILTRAS, TEPALO	FILTER ELEMENT, FLUID	pcs.	30	8,10	243,00
22.	2950014398169	TURBOKOMPRESORIUS	TURBOSUPERCHARGER	pcs.	5	1425,45	7.127,25
						<b><u>In total:</u></b>	<b><u>193.097,15</u></b>

**NOTES:**

**\*Expected, there is a need to purchase additional spare parts that are not listed in the manufacturer's list for HMMWV vehicles.**

**\*\* it is expected if the need arises, to purchase up to 50 percent, more spare parts for the specified quantity and, in addition, non-listed factory-fitted spare parts for HMMWV vehicles.**

**BUYER:**

Lithuanian Armed Forces  
Director of the Defence Materiel Agency  
under Ministry of Defence  
On behalf of the Lithuanian Armed  
Forces



Sigitas Dzekunskas

**SELLER:**

Rubtec A/S  
Director

Claus Laursen

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L. flk +45 75652219, fax +45 75652218

## THE TECHNICAL SPECIFICATION OF THE SPARE PARTS OF HMMWV ALL TERRAIN VEHICLES

1. Lithuanian Armed Forces (hereinafter – **the Buyer**) from the companies (hereinafter – **the Supplier**) intends to purchase, according to needs, the spare parts of land vehicles mentioned in the annex “NON-FINITE LIST OF THE SPARE PARTS OF HMMWV ALL TERRAIN VEHICLES”. The spare parts must be new and unused (certified by the manufacturer ‘AM General’).
2. The Supplier must supply the spare parts in the packaging or container of the factory manufacturer.
3. In accordance to the requisitions submitted by the Buyer, the Supplier must supply the spare parts no later than within 120 (one hundred twenty) calendar days after the submission of the order.
4. The Supplier at its own expense must deliver the spare parts to the Lithuanian Armed Forces Vehicle and Equipment Depot (Juozapavičiaus Av. 11, Kaunas).
5. The Supplier grants 12 (twelve) months guarantee for the spare parts. It starts to be calculated from the day of delivering the spare parts to the Buyer and signing the transfer-acceptance deed.
6. If during the guarantee period, when the Buyer is not at fault, spare parts’ defects occur, the Supplier undertakes to change these defected parts free-of-charge with other parts no later than within the terms indicated in Point 3.
7. For those spare parts, which during the term of the guarantee have been replaced due to their defects with equivalent parts, the Supplier for the quality guarantee period indicated in Point 5 grants novel goods quality guarantee.

## THE LIST OF HMMWV ALL TERRAIN VEHICLES

Car model	Make year	Engine
HMMWV M1113	2004-2010	6466 cm <sup>3</sup>
HMMWV M1114	2005-2007	6466 cm <sup>3</sup>
HMMWV M 1097 A2	2003-2006	6466 cm <sup>3</sup>
HMMWV M 1025 A2	2004-2007	6466 cm <sup>3</sup>
HMMWV M 1035 A2	2004-2005	6466 cm <sup>3</sup>
HMMWV M 1025 A0	1985-1988	6217 cm <sup>3</sup>
HMMWV M 966 A0	1986	6217 cm <sup>3</sup>

**BUYER:**

Lithuanian Armed Forces  
Director of the Defence Materiel Agency  
under Ministry of Defence  
On behalf of the Lithuanian Armed Forces

  
Sigitas Dzekunskas



**SELLER:**

Rubtec A/S  
Director

  
Claus Laursen

L.S.

**RUBTEC A/S**

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**The technical specification of  
the spare parts of HMMWV  
all-terrain vehicles  
Annex I**

**NON-FINITE LIST OF THE SPARE PARTS OF HMMWV ALL TERRAIN VEHICLES**

No.	NSN (NATO Stock Number) / Manufacturer No. or equal	Description in Lithuanian language	Description in English	Measure Unit
1.	2.	3.	4.	5.
1	6220014184044	Žibintas priekinis	Light, indicator front clearance	pcs.
2	6110015427901	Dėžė apsauginė - kontrolinė	Control, remote switch	set
3	2930014489439	Aušinimo radiatorius, a2 modeliams	Radiator, engine cool	pcs.
4	2930014059885	Aušinimo radiatorius	Radiator, engine	pcs.
5	2920014696903	Daviklis, žvakių	Control unit, break	pcs.
6	2930014446649	Siurblys, vandens, a2 modeliams nešarvuotiems	Pump, cooling system 6.5 liter	pcs.
7	2930011937802	Siurblys, vandens, a0 modeliams	Pump, cooling system 6.2 liter	pcs.
8	2930014936007	Siurblys, vandens, šarvuotiems	Pump, cooling system	pcs.
9	6680015204912	Spidometras, 160 km/h	Speedometer	pcs.
10	3040014229390	Šarnyras apatinis rutulinis a2 modeliams	Ball joint lower, front	pcs.
11	2520013984589	Filtras pavarų dėžės	Parts kit, hydraulic	pcs.
12	4310015207981	Kompresorius, oro padangų slėg.	Compressor air	pcs.
13	2510012892233	Stiklas, priekinis, kairės pusės nešarvuotas	Window, vehicular l.h., basic	pcs.
14	2510012898258	Stiklas, priekinis, dešinės pusės nešarvuotas	Window, vehicular r.h., basic	pcs.
15	2510014359690	Stiklas, priekinis, kairės pusės šarvuotas	Armor, transparent, vehicular window, l.h	pcs.
16	2510014359693	Stiklas, priekinis, dešinės pusės šarvuotas	Armor, transparent, vehicular window, r.h	pcs.
17	2540014247363	Veidrodis, galinio vaizdo kp	Mirror assembly, rear rearview, l.h., 1 tan	set
18	6220014087785	Jungiklis, postūčio rodiklio	Control, directional	set
19	2540013859000	Siurblio-rezervuaro komplektas	Pump, windshield	set
20	2530012076256	Supportas, stabdžių, galinių, dp, a0 modeliams	Brake, single disk rear, r.h	pcs.
21	2530012042583	Supportas, stabdžių, galinių, kp, a0 modeliams	Brake, single disk rear, l.h	set
22	2920009092483	Generatorius 60 a.	Generator, engine ac	pcs.
23	6220002997425	Žibintas gabaritinis, geltonas-priekinis a0	Lens, light front, amber	set
24	6220002997426	Žibintas gabaritinis, raudonas-galinis a0	Lens, light rear, red	pcs.
25	5980014439093	Žibintas galinis diodinis	Light emitting diode rear clearance	pcs.

**PUBLIC SALE AND PURCHASE CONTRACT BASED ON \_\_\_ OF \_\_\_\_\_ 20\_\_\_  
PRELIMINARY CONTRACT No. \_\_\_\_\_**

**I. SPECIAL PART**

\_\_\_\_\_ 20\_\_ No \_\_\_\_\_

Vilnius

**Lithuanian Armed Forces**, legal entity code 188732677, Šv. Ignoto g. 8, LT-01144 Vilnius, represented by (*division, position, full name*), acting by (*the document on the basis of which the person acts*) (hereinafter referred to as the **Buyer**) and (*The Seller*), represented by (*position title, full name*), acting (*the document on the basis of which the person is acting*) (hereinafter referred to as the **Seller**), hereinafter jointly referred to as the Parties and individually as a Party in this Contract on the Sale and Purchase of Goods, in accordance with the Republic of Lithuania Law on Public Procurement and the Lithuanian Armed Forces and the Preliminary Purchase and Sale Contract No \_\_\_\_\_, signed on \_\_\_\_\_, signed the following contract on the sale and purchase of Goods hereinafter referred to as the "Contract", and agreed upon the following terms and conditions.

**1. Subject matter of the Contract:**

**1.1.** The **Seller** undertakes to sell **spare parts for HMMWN vehicles** (hereinafter referred to as the Goods), which comply with the technical specification requirements set in the Annex 1 to the Contract "Technical specification of spare parts for HMMWV vehicles" (hereinafter referred to as the Annex 1);

**1.2.** The **Buyer** undertakes to accept the Goods in compliance with the requirements of the Contract and its Annex 1 and to pay for them to the **Seller** in accordance with the procedure established in the General Part of the Contract. The prices of the Goods are given in Annex 2.

**2.** The Contract price is \_\_\_\_\_ EUR (\_\_\_\_\_ EUR \_\_ ct), excluded 21% value added tax (hereinafter referred to as the VAT). These prices shall include all taxes, excluding VAT, and all the **Seller's** costs (warehousing, packaging, transport, delivery) and all other costs, that may affect the rates and that may affect the price or that may result during the performance of the Contract.

**3. Place, term and conditions for the delivery of Goods:**

**3.1.** The **Seller** undertakes to deliver to the **Buyer** the Goods meeting the requirements specified in the Contract within **120 (one hundred twenty)** days from the day the Contract enters into force.

**3.2.** The place of delivery of the Goods – Department of the Lithuanian Armed Forces, Juozapavičiaus pr. 11, Kaunas, Lithuania.

**3.3.** The Goods must be delivered in the packaging of the manufacturer of the plant (in containers).

**3.4.** The Goods are accepted upon signing a certificate of delivery and acceptance by both Parties in accordance with clause 3.2 of the General Part of the Contract.

**4. Payment procedure:**

**4.1.** The **Buyer** settles with the **Seller** in accordance with clause 4.1 of the General Part of the Contract.

**4.2. Advance payment** – upon decision of the **Buyer**, he may be paid a payment of 30 (thirty) per cent of the amount specified in clause 2 of the Special Part of the Contract.

**4.3.** The Buyer has right to require from the Seller to provide VAT invoices, invoices, credit and debit documents and advance payment invoices via "e.Invoic" (Orig. „E. sąskaita“) information system.

**5.** The **Buyer** shall have the right to terminate the Contract in accordance with the procedure established in the General Part of the Contract:

**5.1.** Should the **Seller** be late to deliver the Goods for more than 30 (thirty) days from the terms specified in clause 3.1 of the Special Part of Contract.

**5.2.** In the cases provided for in clause 9.2 of the General part of the Contract;

**5.3.** at a written agreement of the Parties to the Contract, as well as in case of force majeure circumstances existing for more than 30 (thirty) days and if no agreement made between the two Parties for the amendment of this Contract allowing the Parties to continue to fulfil their obligations.

**6. Quality of the Goods:**

**6.1.** The quality of the Goods must comply with the requirements laid down in the Contract and its Annexes.

**7. Warranty obligations**

**7.1.** The term of guarantee/suitability of the quality of the Goods delivered by the **Seller** is 12 (twelve) months from the date on which the delivery and transfer certificate is signed. In the event that the manufacturer applies a quality guarantee period for particular Goods longer than specified in this clause, the **Seller** must provide the manufacturer with a quality guarantee period.

**7.2.** Having received a written notice from the Buyer, the Seller shall fulfil the obligations referred to in item 6.3 of the General Part of the Contract within 120 (one hundred twenty) days.

**7.3.** In case of delaying fulfilling the obligations referred to the item 7.2 of the Special Part of the Contract the liability specified in paragraph 11.3 of the General part of the Contract shall be applied.

**8. Additional performance guarantee**

**8.1.** The amount guaranteed by the surety letter or bank guarantee is \_\_\_\_\_ EUR (*amount in words*) (7% from total Contract amount excluding VAT). The term of validity of a bank guarantee or insurance company's letter of guarantee must be no less than two months longer than the delivery date specified in item 3 of the Special Part of the Contract. The bank guarantee or the insurance company surety bond must comply with the requirements of clauses 12.1, 12.2 and 12.3 of the General Part of the Contract. (*applied only if a value of the Contract exceed 30.000,00 EUR*)

**9. Other provisions:**

**9.1.** The **Seller** undertakes to fulfil the obligations specified in clause 8 of the General Part of the Contract. A copy of the signed Contract and the data required for the identification of the Goods shall be provided to the Defence Materiel Agency under Ministry of Defence National Codification Bureaus by the form "Document forms for codification" (Annex 3), Šv. Ignoto str. 6, LT-01144 Vilnius, Republic of Lithuania, tel.: +370 5 278 5002, fax: +370 5 264 8517;

**9.2.** The amount of the minimum losses agreed upon by the Parties referred to in clause 11.1 of the General Part of the Contract shall be 0.1% of the price of the non-delivered Goods, excl. VAT for each day of delay.

**9.3.** The amount of the minimum loss agreed upon by the Parties referred to in clause 11.2 of the General Part of the Contract shall be 0.1% of the value of the Goods not replaced excl. VAT, for each day of delay.

**9.4.** The amount of minimum loss agreed upon by the Parties referred to in clause 11.3 of the General Part of the Contract shall be 0.1% of the value of the Goods for which no defects have been rectified or the prices of Goods which are not replaced, excl. VAT, for each day of delay.

**9.5.** The minimum amount of losses agreed in advance by the Parties referred to in clause 11.4 of the General Part of the Contract shall be 24774,94 EUR (7 (seven) per cent of the Contract price excl. VAT).

**9.6.** The **Seller** does not foresee the use of subcontractors for the performance of the Contract.

**9.7.** The duration of the force majeure events shall be 30 days, subject to the conditions of clause 9.1.2 of the General Part of the Contract.

**9.8.** Seller's representative: (*Full name, position, phone number, e-mail*).

**9.9.** Buyer's representative: (*Full name, position, phone number, e-mail*)

**9.10.** Annexes to the Contract:

Annex 1 "Technical specification of spare parts for HMMWV vehicles ", \_\_ pages;  
Annex 2 "Quantities and prices of Goods" - \_\_ pages;  
Annex 3 "Document forms for codification" \ (form for completion), \_\_pages.

**10. The Contract is valid for 180 (one hundred eighty) days** from the date of entry into force of the Contract, and in respect of financial and guarantee liabilities until the full performance of the contractual obligations.

**11. Buyer's details**

**Lithuanian Armed Forces**

Code 188732677

VAT payer code LT887326716

Šv. Ignoto 8, LT-01144 Vilnius, Lithuania

Acc. No LT48 7300 0100 0246 0179

Bank „Swedbank“, AB

Contact person:

*(Full name, position, phone number, e-mail)*

**12. Seller's details**

**Rubtec A/S**

Contact person:

*(Full name, position, phone number, e-mail)*

**BUYER:**

**Lithuanian Armed Forces**

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**SELLER:**

**Rubtec A/S**

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# SALES AND PURCHASE CONTRACT

## II. GENERAL PROVISIONS

..... July 2018 No  
Vilnius

### 1. Definitions

1.1. Main definitions used in the Contract:

1.1.1. The Contract consists of the General and the Special Parts of this Contract on the sale and Purchase of Goods, and the Annexes to the Contract.

1.1.2. The Parties to the Contract shall include the **Buyer** and the **Seller**:

1.1.2.1. The **Buyer** is a Party to the Contract, the details of which are specified in the Contract, purchasing the Goods under the conditions specified in this Contract;

1.1.2.2. The **Seller** is a Party to the Contract, the details of which are specified in the Contract, selling the Goods under the conditions specified in this Contract;

1.1.3. **Beneficiary** is the Buyer's unit specified in the Special Part of the Contract or in the Annex to the Contract to which the Goods are delivered.

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

1.1.5. Licenses shall mean all necessary licenses and/or permits necessary for the execution of the Contract.

1.1.6. The object of the Contract is the Goods and all services related to their sale (personnel training, installation, installation, delivery, etc.) agreed upon by the Parties in the Special Part of the Contract and which meet the requirements set by the **Buyer**.

1.1.7. Minimum losses agreed in advance by the Parties mean the undisputed amount of money, specified in the Contract or calculated according to the procedure of the Contract which the **Seller** undertakes to pay to the **Buyer** in case of failure to fulfil his obligations in part or in full.

1.1.8. Pricing rules shall mean the contractual price or the rules for calculation and adjustment of the contractual price.

1.1.9. Consignment of Goods – quantity of Goods delivered at the same time.

1.1.10. Lot of Goods means the consignments of Goods made from the same batch of material.

1.1.11. Batch of materials shall mean certain quantity of material made of the same raw materials received from the **Seller** according to the same technology, and under the same conditions. The established proof confirming the quality of the batch of material shall be the conformity assessment certificate or certificate.

1.2. The calculation of the minimum losses agreed in advance by the Parties shall commence on the day following the last day of fulfilment of contractual obligations and ends up on fulfilment of obligations by the contracting party (the last day of calculation is the date of fulfilment of obligations).

1.3. The titles of parts and sections of the Contract shall be used for convenience of references only, and can only be used as an additional measure in interpreting the Contract.

1.4. The Contract duration and other terms and conditions shall be counted in calendar days unless differently stipulated in the Contract.

1.5. If the maturity of payments or obligations coincides with official holidays and non-business days in the Republic of Lithuania, the contractual obligation and payment deadlines shall be fulfilled on the following business day.

1.6. Where so required by context, the words representing singular shall include also their meaning in plural, and vice versa.

1.7. In the cases where a certain meaning is different between the meaning indicated words and the figures, the meaning in words shall be used.

## 2. Price of Contract/rates of Goods/pricing rules

- 2.1. Contract price/rates shall mean the amount of money which the **Buyer** undertakes to pay to the **Seller** in accordance with the procedure and terms established in the Contract.
- 2.2. Contract price/rates are constant and shall not change during the whole term of the Contract, except when the VAT/excise duty rate applicable to the Goods changes after the date of signing of the Contract. The recalculated price/fees shall be documented by a written agreement between the Parties and shall apply to the Goods delivered after such date of entry into force of the Contract signed by the Parties.
- 2.3. The rates of Goods shall be changed in accordance with the pricing rules set out in the Annex to the Contract. The recalculated rates shall be agreed upon by the Parties in writing and shall apply to the Goods delivered after the date of entry into force of this Contract signed by the Parties (*if the specific clause states that this provision applies*).
- 2.4. The total Contract price shall be the price of the Goods, all costs and taxes. The prices of Goods must include all costs, fees and taxes related to the sale of the Goods (*applicable if the Contract does not specify the Contract price*). The **Seller** must include in the Contract price/rates of Goods all costs relating to the delivery of the Goods, including but not limited to:
  - 2.4.1. logistic (transportation) costs;
  - 2.4.2. the costs of handling, packing, loading, unloading, transit, delivery, unpacking, checking, insurance, and other costs in connection with the delivery of the Goods;
  - 2.4.3. All costs related with the preparation and submission of documents required by the **Buyer**;
  - 2.4.4. performance and supervision of on-site assembly and/or start up of the delivered Goods;
  - 2.4.5. costs for the supply of tools, necessary for the assembly and/or maintenance of the delivered Goods;
  - 2.4.6. costs for the delivery of user manuals provided in technical specifications;
  - 2.4.7. warranty repairs of Goods.
- 2.5. The risk of foreign exchange fluctuations, changes in producer prices shall be borne by the **Seller**.

## 3. Delivery terms and conditions of the Goods

- 3.1. The Goods shall be delivered within their timelines and procedure specified in the Special Part of the Contract (or in this annex (es) to the Contract).
- 3.2. The **Seller** shall deliver the Goods at its own risk without additional payment. The **Buyer** acquires the title of the Goods by signing the certificate of delivery and acceptance by both Parties, which is signed only if the Goods are of high quality and meet the requirements set out in the Contract and its annex (es) (if any). When the delivered Goods are of satisfactory quality and comply with the requirements (if any) of the Contract and its Annex (es), the certificate of delivery and acceptance must be signed no later than within 30 days except when the laboratory tests are performed for the Goods.
- 3.3. The **Buyer** does not pay for the Goods delivered in excess of the quantities specified in the Contract/applications/orders.
- 3.4. If the **Seller** has delivered a smaller consignment than indicated in the Contract/applications/orders, the **Buyer** returns the consignment shipped to the **Seller** and the Goods are deemed not to have been delivered, and the **Seller** (if this delays the delivery term) is subject to the penalties provided for in section 11.1 of the General Part of the Contract.
- 3.5. The **Seller** undertakes, after the entry into force of the Contract, on the terms specified in the Special Part of the Contract, to:
  - 3.5.1. To prepare, make, agree with the **Buyer** and approve the working standards of the Goods to be purchased (2 copies, one for the **Buyer**, the second for the **Seller**) which comply with the requirements specified in the Contract and its Annex (es) (if the specific part states that this condition applies);
  - 3.5.2. to coordinate with the **Buyer** and submit the proposed quality assurance plan prepared in accordance with the recommendations of the elaboration of the quality assurance plan to be drafted or the standards specified in the special section of the Contract (if the specific part states that this condition applies);
  - 3.5.3. to agree with the **Buyer** the product use (maintenance) instruction, which accompanies each item (if the specific part specifies that this clause applies).
- 3.6. The **Buyer** shall return the reference models of the Goods referred to in clause 3.5.1 of the General Part of the Contract and samples of the main and auxiliary materials submitted to the **Seller** only if the **Seller** has fulfilled all contractual obligations, including the warranty obligations.
- 3.7. If during the term of the Contract the manufacturer of the product replaces/updates the Goods, model/name, which is specified in the Contract, the **Seller** of this Contract, the **Seller** shall have the right,



after arrangement with the **Buyer** and with whom he has signed an additional agreement, to supply the new model/name Goods. The new model/brand name must meet the requirements for the Goods purchased in the Contract and its Annex (es) at the same price, and their technical data may not be sufficient for the technical details of the Goods for which the Contract has been concluded. The goods of the new model must be compatible with other Goods purchased under this Contract and the Goods already in possession of the **Buyer**.

#### **4. Terms and conditions of payment**

4.1. The **Seller** shall be paid when the subject matter of the Contract, which complies with the requirements established in the Contract and its Annex (es), is transferred to the **Buyer**, upon signature of the certificate of delivery and acceptance (if any) by both Parties, within 30 (thirty) days from the date of signature of the certificate of delivery and acceptance (if any) and the date of receipt of the invoice (the invoice must also be printed and sent by electronic means). If other payment terms are agreed, they must be specified in the Special Part of the Contract. If the **Buyer** is late to pay within the terms specified in this paragraph, the **Buyer**, at the request of the **Seller** (no later than within 30 (thirty) days from the receipt of the request), shall pay late payment charges in accordance with the Law on the Prevention of Late Payment in Commercial Transactions of the Republic of Lithuania.

4.2. Within 3 (three) days, the **Buyer** shall have the right to decide whether the Goods delivered to the **Seller** (for a specified consignment and/or lot) will be subjected to laboratory tests in order to ensure that the Goods are in conformity with the provisions of the Contract and its Annex (es). If the **Buyer** decides that the laboratory tests for the Goods will not be carried out, the Goods which meet the requirements set out in the Contract and the Annex/are accepted and the **Buyer** pays to the **Seller** for the accepted Goods within 30 (thirty) days from the date of receipt of the invoice. If the **Buyer** decides that the laboratory tests for the Goods will be carried out, the Goods will be paid within 30 (thirty) days after receiving the results of the laboratory tests and confirming that the Goods meet the requirements set out in the Contract and its Annex (es) (if the specific part contains a statement that this clause applies).

4.3. If the advance payment in the amount is specified in the Special Part of the Contract will be paid for the Goods, the **Seller** undertakes within 5 (five) business days from the date of receipt of the notification of the **Buyer** to submit the bank guarantee or the insurance company's suretyship letter issued for the amount of advance payment (valid for 2 (two) months longer than the timeline for the delivery of Goods) and the prepayment invoice. The **Seller** must also provide confirmation from the insurance company (proof of payment, etc.) that the insurance letter is valid (if the performance of the Contract is secured by an insurance letter).

4.4. The bank guarantee or a suretyship letter must state that the guarantor/suretor irrevocably and unconditionally undertakes within 14 (fourteen) days from the receipt of the written notice confirming the termination of the Contract due to the fault of the **Seller** from the **Buyer**, to pay the amount to the **Buyer** not exceeding the amount of the surety/guarantee, by transferring the money to the **Buyer's** account.

4.5. It cannot be stated that the guarantor or suretor is liable only for the compensation of direct damages. It may not include provisions or conditions that would oblige the **Buyer** to prove to the company issuing the guarantee or surety letter that the Contract with the **Seller** was terminated lawfully or otherwise entitling the company providing a guarantee/surety not to pay (or delay the payment) of the amount guaranteed.

4.6. Prepayment bank guarantee or a suretyship letter from an insurance company that failed to comply with the requirements of clauses 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** has failed to submit the advance payment bank guarantee or, a suretyship letter from the insurance company to the **Buyer**, and payments will be made in accordance with clause 4.1 of the General Part.

4.7. The **Buyer** pays the advance within 10 (ten) days from the receipt of the advance payment guarantee or insurance company's suretyship letter and advance payment account (if the specific part specifies that the advance will be paid on the day).

4.8. The Parties shall have the right to conclude additional agreements on the reduction of the advance amount indicated in the bank guarantee or suretyship letter from the insurance company upon fulfilment of part of the obligations by the **Seller** in the acceptable manner.

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

5.1. The Goods must comply with the requirements specified in the Contract and its Annex (s).

5.2. The **Seller** agrees that, in accordance with the requirements of LKS STANAG 4107, the State Quality Assurance Agent in Lithuania may apply to the appropriate State Quality Assurance Department of the NATO State or Organization in the Seller's State for the performance of the State quality assurance supervision during the period of performance of the Contract (if the Special Part provides that this clause applies). If the **Seller** is not a manufacturer, this requirement shall be included in the Seller's Contract with the supplier who made the Goods, informing the **Buyer** thereof (if the Special Part provides that this clause applies).

5.3. If on the moment of acceptance of the Goods, the non-compliance with the requirements specified in the Contract and its annex (s) is on, the Seller's representatives are invited immediately, in which case the figment is drawn up, the Goods are not accepted, and the **Seller** is subject to contractual liability (in this case, contractual liability applies if the delivery period has already expired).

5.4. If the conflict regarding the quality of Goods and their compliance with the requirements of the Contract and its Annex (es) cannot be resolved by the agreement of the Parties, the Parties shall have the right to invite independent experts. All expenses borne and related to the expert services shall be covered by the Party to whom the conclusion of the experts is unfavourable.

5.5. The **Buyer**, in accordance with clause 4.2 of the General Part of the Contract, decides to carry out laboratory tests on the Goods, from the selected consignment, in the presence of the **Seller's** representative, the quantity of Goods indicated in the Special Part of the Contract, whose compliance with the requirements specified in the Contract and the Annex (es) will be checked (if spec. states that this clause applies).

5.6. If during the laboratory testing the conformity of the Goods with the requirements specified in the Contract and the Annex (es) determines that the Goods are not in conformity, a statement will be drawn up, the remaining Goods (lot and/or consignment) are not accepted and full quantity of Goods is returned to the **Seller**. The Goods are not paid for and it shall be deemed that the Goods are not delivered, and the **Seller** is subject to the penalties provided for in clause 11.1 of the General Part of the Contract. If the nonconformity of the Goods to the requirements laid down in the Contract and its Annex (es) is found during the laboratory tests, the **Buyer** shall not pay for the Goods used for the tests, and the **Seller** will have to pay the costs of laboratory tests and pay to the **Buyer** the compensation of minimum losses agreed between the Parties in advance totalling 10% of the value of the rejected consignment. The compensation is intended for the administrative costs of the **Buyer** in organising the laboratory test procedures of the Goods. In this case, the **Seller** must return the Goods, which comply with the requirements specified in the Contract and the annex (es), instead of the Goods not complying with the requirements. The replacement of the Goods is carried out in accordance with the term specified in the Special Part of the Contract (if the Special Part provides that this condition applies).

5.7. If the quality of Goods is checked during the laboratory tests and it is found that the Goods meet the requirements specified in the Contract and its annex (es), the costs of laboratory tests will be paid by the **Buyer**, meanwhile the **Seller** will have to replace the Goods used for laboratory tests with new Goods at no additional cost to the **Buyer**.

## 6. Quality guarantee of Goods

6.1. Goods are provided with the term of the guarantee of quality/suitability for use specified in the Special Part of the Contract (or in the Annex to the Contract).

6.2. During the term of the quality warranty/suitability for use the **Seller** must, at least for the time period set in the Special Part of the Contract, at his own cost, to provide a replacement Goods of good quality which can be used during the period of correction of defects under the Contract, which is in conformity with the requirements of this Contract and its Annex (es) (if the special budget provides that this condition is applied).

6.3. During the term of the Quality Guarantee, the **Seller** must, at the latest within the time period specified in the Special Part of the Contract, rectify the defects of Goods in his own account or, failing to rectify them, to replace the defective Goods at own expense with the new Goods of good quality in compliance with the requirements of this Contract and its annex (es), and to compensate the **Buyer** for losses (if any). During the term of use of the Service, the **Seller** must, at the latest within the time period specified in the Special Part of the Contract, to replace the Goods with the Goods meeting the requirements of the Contract and its Annex (es), and to compensate for the losses incurred by the **Buyer** (if any).



6.4. The **Seller** shall be informed in writing (by fax or mail) of any defects can't during the warranty period. Claims about product quality can be claimed throughout the warranty/usability period.

6.5. During the warranty term of the Goods the **Buyer** may choose to carry out the laboratory tests from the selected consignment or from each lot (in the case of several lots) in the presence of the Seller's representative, choosing the quantity of Goods indicated in the Special Part of the Contract, the compliance of which with the requirements specified in the Contract and the Annex (es) will be checked. Where the results of laboratory tests demonstrate that the Goods fail to meet the requirements laid down in annexes of the Contract, the entire consignment of delivered Goods is rejected, and the costs of laboratory tests are paid by the **Seller**. Replacement of non-compliant Goods with the Goods of good quality is carried out in accordance with the provisions of clause 6.3 of the General Part of the Contract (if the Special Part states that this clause applies).

6.6. If the item is replaced with a new item, it shall be covered by the same warranty period indicated in the Special Part of the Contract, which shall start on the date of signing the certificate of delivery and acceptance of the new Goods.

6.7. The quality warranty period of the Goods for which the **Buyer** was unable to use because of the defects is extended by a period of time equal to the period of rectification of the defects in the Goods.

6.8. The quality warranty specified in the Special Part of the Contract (or in the Annex to the Contract) shall not apply if the Seller proves that defects of Goods occurred because of improper handling of Goods by the **Buyer**, or actions of third Parties, or force majeure.

## 7. Force majeure circumstances

7.1. The Party shall not be held liable for any failure to perform its obligations, or part of the obligations under this Contract, if the Party proves that this was caused by the force majeure circumstances, which the Parties could nether control nor reasonably foresee, or to avoid, prevent or to eliminate them by any means. Force majeure circumstances shall include the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania, and "Regulations on exemption from liability in the event of force majeure circumstances" approved by resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania. In determining the force majeure circumstances, the Parties shall be guided by the resolution No. 222 of 13 March 1997 of the Government of the Republic of Lithuania "On the approval of a procedure for the issue of certificates verifying the force majeure circumstances" or substituting legislation. In the case of force majeure circumstances, the Parties shall be relieved from the liability for failure to discharge the contractual obligations in part or in full in accordance with the procedure stipulated in the legislation of the Republic of Lithuania, and the term for the discharge of obligations shall be extended.

7.2. The Party requesting the relief from liability shall notify the other Parties in writing about the force majeure circumstances immediately, but no later than in 10 (ten) business days from the occurrence of such circumstances, providing evidence that it has taken all reasonable precautions by submitting the proof that it has undertaken all reasonable precautions, and exerted every effort for reducing the loss or negative consequences. When the reason for non-performance of obligations is no longer valid, the notification shall be sent accordingly.

## 8. Codification

8.1. Within 5 (five) days after the entry into force of the Contract the **Seller** must provide the **Buyer** with a copy of the signed Contract and the data necessary for the identification of the Goods purchased in accordance with the forms "List of codified material values" and "Information on the manufacturer and supplier" in the Annex to this Contract. The Seller must submit the completed and signed forms in electronic form or paper copies thereof (*if the Special Part provides that this clause applies*).

8.2. At the **Buyer's** request, the **Seller** must provide additional technical documentation (for example, technical characteristics, drawings, pictures, catalogs, references, etc.) within 5 (five) days free of charge.

## 9. Termination of Contract

9.1. The present Contract may be terminated:

9.1.1. at the written agreement between the Parties;

9.1.2. If the force majeure persists for longer than the number of days specified in the Special Part of the Contract (depending on the nature of the performance of the Contract, a specific period indicated in the Special Part may last from 14 to 60 days), and if both Parties not entered into an agreement on the

amendment of this Contract enabling the Parties to continue their contractual obligations, each Party of the Contract may unilaterally terminate the Contract by notifying the other Party to the Contract in writing at least 7 (seven) days in advance.

9.2. The **Buyer**, upon notifying the **Seller** in writing, no later than 7 (seven) days in advance (unless otherwise specified in the Special Part of the Contract), shall have the right to unilaterally terminate the Contract for a material breach of the Contract. A material breach of the Contract shall include:

9.2.1. The **Seller** delays delivery of the Goods within the term specified in the Special Part of the Contract;

9.2.2. The **Seller** does not implement (or informs, that he will not be able to implement) a contractual obligation to deliver the Goods;

9.2.3. The **Seller** increases the price/rates of the Goods, except for the case provided in clause 2.2 of the General Part of Contract;

9.2.4. The **Seller** fails to perform the warranty obligations provided for in clause 6 of the General Part of the Contract in part or in full;

9.2.5. The **Seller** does not fulfil the obligation provided for in clause 12.4 of the General Part of the Contract (if the performance of the Contract is secured by a warranty or a bank guarantee);

9.2.6. The Goods supplied by the **Seller** or their quality does not comply with the requirements laid down in the Contract and its Annex (es);

9.2.7. The **Seller** fails to submit the advance payment bank guarantee, which is valid for at least to the date specified in clause 4.3 of the General Part of Contract (*if the prepayment is provided under the terms of the Contract*);

9.2.8. During the period of the Contract, the **Seller** is included in the list of Unreliable suppliers;

9.2.9. If it appears that the **Seller** proves to be unreliable and threatens national security.

9.3. The **Buyer** shall have the right to unilaterally terminate the Contract by notifying the Contract in writing no later than 7 (seven) days in advance (unless a defined term was specified in the Special Part of the Contract), has the right to unilaterally terminate the Contract of the **Seller** is being wound up or sued in connection with the opening of bankruptcy proceedings, or restructuring proceedings, or a decision to initiate and out-of-court bankruptcy procedure is made.

9.4. In case of termination of the Contract, the **Seller** within 10 (ten) days from the date of termination shall return the advance payment to the **Buyer** (if any was paid) for the Goods not delivered.

## 10. Dispute resolution procedure

10.1. The Contract is made according to, and is interpreted in accordance with the Law of the Republic of Lithuania.

10.2. All disputes or disagreements arising out of the Contract between the Parties shall be settled by negotiation, and if the Parties cannot agree, the dispute will be dealt with in accordance with the procedure of the laws of the Republic of Lithuania, in the courts of the Republic of Lithuania in accordance with the headquarters address of the Buyer (or if the Buyer is not a legal entity, a unit of Lithuanian Armed Forces unit, according to the headquarters address of the "Lithuanian Armed Forces").

## 11. Liability

11.1. In case of delayed delivery of the Goods within the period specified in the Special Part of the Contract, the **Seller** pays to the **Buyer** from 0.05 to 0.2% (the specific amount is indicated in the Special Part of the Contract) from the price of non-delivered Goods, excl.VAT, for each day/hour of delay (depending on how the term of the obligation is calculated in the Special Part of the Contract) as the minimum losses agreed in advance by the Parties, the payment whereof does not relieve the Seller of the obligation to compensate all losses incurred by the Buyer in the event of failure by the **Seller** to perform or improper performance of the Contract. The **Seller** undertakes to cover the minimal losses agreed between the Parties in advance no later than on the requested date specified in the invoice or in the demand.

11.2. In case of being late to discharge obligations specified in clause 6.2 of the General Part of the Contract during the quality warranty period, the **Seller** pays to the **Buyer** from 0.05 to 0.2% (the specific amount is indicated in the Special Part of the Contract) from the price of the Goods which are much changed, excl. VAT for each day/hour of delay as the minimum losses of the Parties agreed by the Parties in advance, the payment whereof does not relieve the **Seller** of the obligation to compensate all losses incurred by the **Buyer** in the event of failure by the **Seller** to perform or improper performance of the obligations are related to the warranty period of Goods/suitability term.



11.3. In case of being late to discharge obligations specified in clause 6.3 of the General Part of the Contract during the quality warranty period, the **Seller** pays to the **Buyer** from 0.05 to 0.2% (the specific amount is indicated in the Special Part of the Contract) from the price of the Goods the defects whereof are not rectified, of the Goods which are not replaced, excl. VAT for each day/hour of delay as the minimum losses of the Parties agreed by the Parties in advance, the payment whereof does not relieve the Seller of the obligation to compensate all losses incurred by the **Buyer** in the event of failure by the **Seller** to perform or improper performance of the obligations are related to the warranty period of Goods.

11.4. If the Contract is terminated under the grounds listed in clauses 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6, (9.2.7 (if the payment of the advance is provided in the Contract)), in clause 9.3 or other causes listed in the Special Part of the Contract, the **Seller** within 14 (fourteen) days (from the date of termination of the Contract) shall pay to the **Buyer** at least 7 (seven) percent of the Contract price excl. VAT (or the total tender price) (a specific percentage or specific fixed amount is specified in the Special Part of the Contract) or the minimum losses agreed upon by the Parties in advance, but not exceeding the full price for all minimum obligations under this Contract, excl. VAT. Payment of the minimum damages agreed between the Parties in advance shall not relieve the **Seller** from his obligation to compensate all losses incurred by the **Buyer** in the event of the **Seller's** failure to perform under the Contract in part or in full.

11.5. Upon termination of the Contract for the reason specified in clause 9.2.4 of the General Part of the Contract, the **Seller** shall, within 7 (seven) days (from the date of termination of the Contract), pay to the **Buyer** the minimum losses agreed by the Parties in advance for the purchase of Goods with defects, excl. VAT, but no more than the full price of all outstanding obligations under this Contract, excl. VAT. Payment of the minimum damages agreed between the Parties in advance shall not relieve the **Seller** from his obligation to compensate all losses incurred by the **Buyer** in the event of the **Seller's** failure to perform under the Contract in part or in full.

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

11.7. In the event of delays in budget funding the **Buyer** will be completely indemnified from civil liability and payment of interest for late contractual payments.

## 12. Validity of Contract

12.1. The Contract shall enter into force upon signature of it by both Parties and upon submission by the **Seller** to the **Buyer** of the Contract performance guarantee of the bank or the surety letter of the insurance company (the condition applies if the performance of the Contract is secured by the Contract performance guarantee of the bank) ensuring the payment of the amount specified in clause 11.4 of the General Part of the Contract (in the Bank guarantee or the surety letter of the insurance company the guarantor/suretor must undertake to pay the amount referred to in clause 11.4 to the **Buyer** upon termination of the Contract for at least one of the causes listed in clauses 9.2.1 – 9.2.7, 9.3 of the Special Part of the Contract). A guarantee or suretyship letter stating that the guarantor or surety is liable only for direct damages will not be accepted because the obligation must be issued for a particular amount of Contract performance guarantee specified in clause 11.4 of the Contract) (*if the performance of the Contract are secured by sure if your bank guarantee*).

12.2. The guarantor/surety must make an irrevocable and unconditional commitment no later than within 14 (fourteen) days after the written acknowledgment of termination of the Contract due to the grounds provided for by the Contract at the fault of the **Seller**, to fulfil the obligation and pay the committed amount by transferring the money to the **Buyer's** account (*if performance of the Contract is secured by the surety or bank guarantee*).

12.3. The **Seller** no later than within 5 (five) business days after signing the Contract shall submit a contract performance guarantee from the bank indicated in paragraph 12.1 of the General Part of the Contract or the surety letter of the insurance company valid for two months more than the term for the provision of services specified in the Special Part of the Contract or the term of validity of the Contract. The **Seller** must also provide confirmation from the insurance company (proof of payment, etc.) that the insurance letter is valid (*if the performance of the Contract is secured by an insurance letter*). The payment of the amount specified in the Contract performance guarantee of the bank or the letter of surety from an insurance company (*if the performance of the Contract is secured by a surety or a bank guarantee*) in to the **Buyer** shall be not associated with the full compensation of damages incurred by the **Buyer** and shall not relieve the **Seller** from his obligation to repay them in full.



12.4. If during the effective period of the Contract, the entity which has issued the Contract performance guarantee (the bank or insurance company) is unable to meet his obligations (suspended operations, announced moratorium etc.), the **Seller** may submit a new contract performance guarantee within 10 (ten) days under the same terms and conditions as the previous one. If the **Seller** fails to submit a new Contract performance guarantee, the **Buyer** shall have the right to terminate the Contract in accordance with clause 9.2.5 of the General Part of the Contract.

12.5. The contract performance guarantee shall be released within 10 (ten) days from the date of the expiry of this guarantee, after the **Seller** submits a written request to this regard (*if the performance of the Contract is secured by the performance guarantee or bank guarantee*).

12.6. During the Contract period the terms of the Contract cannot be altered, except in the case of such terms of the Contract for which the change would not violate the principles and objectives of Article 3 of the Law on Public Procurement/Article 6 of the Law of Public Procurement in the Field of Defence and Security and the consent of the Public Procurement Office was obtained for such amendments of the terms of the Contract (*when the receipt of consent is mandatory according to the laws*). Variation of the terms of the Contract within the scope of circumstances specified in this Contract shall be not considered as alteration of the terms of the Contract, provided these circumstances have been specified explicitly and unambiguously, and included in the procurement documents.

12.7. During the validity period of the Contract the Parties may, by written agreement, revise the terms and conditions of the Contract without contacting the Public Procurement Office, upon noticing any technical errors or spelling mistakes (incorrectly transposed clauses of the tender or the conditions of procurement, etc.), or in case of changes of the details of the Parties or persons responsible for the implementation of the Contract. Such revision of the terms of the Contract will not be considered as amendment to the Contract.

12.8. The Contract may be extended under the conditions specified in the Special Part of the Contract.

12.9. The expiry of the term of the Contract provided for in the Special Part of the Contract shall not entail the expiration of obligations of the Parties under the Contract and shall not relieve the Parties of civil liability for the breach of the Contract.

### **13. Communication**

13.1. Communications sent by the **Buyer** and the **Seller** to one another shall be made in Lithuanian/English (*applicable, if the Contract is made in English*) and must be made in writing. Communication sent by the Parties to each other shall be sent by post, by e-mail, by fax or delivered in person. Communication must be sent to the addresses and numbers indicated in the Special Part of the Contract. Should the sender need a confirmation of receipt, he must specify this requirement in his notice. If there is a period of the receipt of response to the written notice, the sender should specify the requirement to confirm the receipt of written notification in his notice.

13.2. The Parties undertake to notify each other about the changes of their details indicated in section 7 of the Special Part of the Contract no later than within 3 (three) business days in writing. The Party failing to notify of the changes of its particulars in time, may not submit claims to the other Party in respect of its actions carried out in accordance with the particulars of the first Party provided for in this Contract.

### **14. Confidentiality**

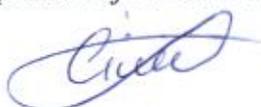
14.1. The Parties must ensure that the information which they communicate to each other will only be used for the implementation the Contract and will not be used in a way detrimental to the transmitting Party.

14.2. The Parties agree to maintain the confidentiality of the Contract and all information received on the basis of this Contract, after its expiration or termination.

14.3. The Seller undertakes without prior written consent of the Buyer not to use the information provided to it by the Buyer for its own benefit or for the benefit of any third Parties, and not to disclose such information to third Parties except as provided in the laws of the Republic of Lithuania.

### **15. Final provisions**

15.1. The Contract is made in Lithuanian/English/Lithuanian and English in two/four copies (one/two for each Party) (*applicable depending on the languages in which the Contract will be concluded*). Both counterparts are authentic and have equal legal weight. If there are any discrepancies between texts of the Contract in the Lithuanian and English language, Contract text in English and shall have preference (*applicable if the Contract is concluded with a foreign Seller in Lithuanian and English*).



15.2. This Contract consists of the General and the Special Part of the Contract and the Annex (-es) to the Contract. All Appendixes to this Contract are the integral part of the Contract.

15.3. None of the Parties shall have the right to transfer their contractual rights and obligations to a third party without written consent of the other Party.

15.4. In violation of the obligation specified in clause 15.3 of this Contract, the **Seller** shall pay to the **Buyer** the amount of minimal losses agreed by the Parties in advance in the amount of 5% of the price of Contract/tender unless otherwise specified in the Special Part of the Contract.

15.5. The **Seller** guarantees that he has all the licenses required for the performance of the Contract. The **Seller** undertakes to indemnify the **Buyer** for losses if the **Buyer** receives any with claims or actions are brought against the **Buyer** in respect of infringements of patents or licenses arising from the Contract, or during its performance.

15.6. The contractual Parties confirm that in entering this Contract they have not violated or exceeded their competence (statutes, regulations and provisions, resolutions, decisions, decrees, orders of the governing body of any Party (a shareholder, founder or another authority), any legislation binding to the Party (including local and individual), transaction, court decision (ruling) or other legal acts etc.).

15.7. The performance of the Contract may be interpreted by the Parties without changing the terms of the Contract in writing.

15.8. The name of the subcontractor, his share of contractual obligations as indicated in the Special Part of the Contract.

15.9. Replacement of the subcontractor (s) indicated in the Contract with another subcontractor (s) is formalized in a written amendment to the Contract (*applied in the Seller is intending to use them*).

15.10. The person/persons, designated by the **Seller** shall accept and approve the orders submitted by the **Buyer**, be responsible for the estimates of the Goods to be provided, participate in meetings with the **Buyer** and perform other actions necessary for the proper performance of this Contract, specified in the Special Part of the Contract.

15.11. The person/persons designated by the **Buyer** who represents the **Buyer**, shall submit orders to the **Seller**, provide estimate of the Goods, attend meetings with the **Seller** and perform other actions necessary for the proper performance of this Contract, are specified in the Special Part of the Contract.

**BUYER:**

**Lithuanian Armed Forces**

Director of the Defence Materiel Agency  
under Ministry of Defence

On behalf of the Lithuanian Armed  
Forces



Sigitas Dzekunskas

**SELLER:**

**Rubtec A/S**

Director

A handwritten signature in blue ink, appearing to read "Claus Laursen".

Claus Laursen

L.S.

**RUBTEC A/S**

Vågøvej 28, 8700 Horsens

Tlf. +45 75652219. fax +45 75652218

A handwritten signature in blue ink, possibly reading "Claus".

A handwritten signature in blue ink, possibly reading "Claus".