

**CONTRACT FOR PURCHASE-SALE OF THE GOODS No. 19/05/13**

13th of May 2019, Vilnius

**VsI Perspektyviniu technologiju taikomuju tyrimu institutas** (hereinafter – the **Buyer**), legal entity code 300129749, legal office address Vismaliuku str. 34, LT-10243 Vilnius, the Republic of Lithuania, represented by Director Lina Kygiene, acting in accordance with the Articles of the Institution,

And

**FOREL S.P.A** (hereinafter – **Seller**), legal entity code IT 02093600266, legal office address Via per Monastier, 4-31056 Vallio di Roncade Italy, represented by Fortunato Vianello, acting according to Statute of the company

hereinafter both parties are referred to as the **Parties**, and each separately – as the **Party**,

with consideration to the fact that:

- (A) an open tender procedure purchase the Package of pilot equipment for architectural BIPV research line design (hereinafter – the Procurement);
- (B) the procurement was carried out by implementing the project „Fotoelektros technologiju klasterio infrastrukturos pletra naujos kartos technologiju įsisavinimui“ (InfraPV) Nr. 01.2.1-LVPA-K-833-02-0001

the Parties agreed and concluded the following contract for purchase and sale of the goods (hereinafter – the **Contract**).

**1. OBJECT OF THE CONTRACT**

- 1.1. By this Contract the Seller shall undertake to sell **Package of pilot equipment for architectural BIPV research line design** (hereinafter – the **Goods**) to the Buyer according to the technical specification indicated in Annex 1 of the Contract.
- 1.2. The Buyer shall undertake to accept delivered Goods from the Seller that must be compliant with the requirements of this Contract and pay for them under the procedure established in Clause 3 herein this Contract.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. Rights and obligations of the Seller:

- 2.1.1. when selling the Goods, the Seller must be guided by the Contract conditions and Tender conditions and not change them before expiry of this Contract.
- 2.1.2. The Seller shall declare and warrant that the Goods transferred meet the requirements indicated in the Contract conditions and Annex 1 to this Contract.
- 2.1.3. The Seller must at its expense, from the date of entry into force of this contract, deliver the Goods, perform installation works, make testing and training to work with the equipment within 10 months from signing this Contract. The term of the Contract could be prolonged with the written approval of all parties in case of unforeseen circumstances. It could be prolonged one time for 2 months. The place of the delivery of Goods: UAB „GLASSBEL Baltic“, Pramonės g. 11, Klaipėda, Lietuvos Respublika.

- 2.1.4. The Seller, together with the Goods, must transfer the documents confirming a warranty of Goods, quality certificates issued by the Goods producer to the Buyer.
- 2.1.5. The Seller shall represent and warrant that the Goods sold to the Buyer have not been sold to anyone, not donated, not pledged or assigned in any other way; also third persons do not have any rights or claims for them; the goods have not been seized, they are not an object of a legal, arbitration dispute or a dispute at another institutions; the Seller is a legitimate owner of Goods and has the valid right of ownerships to the Goods; also, the rights to dispose of the Goods have not been deprived or restricted.

2.2. Rights and obligations of the Buyer:

- 2.2.1. The Buyer must pay the price for the Goods set in this Contract.
- 2.2.2. The Buyer must use the Goods only for their intended purpose, following exploitation, maintenance, safety and technical rules requirements.

**3. CONTRACT PRICE AND SETTLEMENT PROCEDURE**

- 3.1. The Contract price for the Goods properly delivered by the Seller under this Contract and accepted by the Buyer is **1.340.000,00 EUR** (one million three hundred forty thousand euro). The price indicated in this clause covers all expenses of the Seller associated with the supply of Goods.
- 3.2. The Contract price during the Contract validity period shall not be recalculated due to the general change in the price level or price fluctuations.
- 3.3. If the VAT rate changes (increases or decreases) during the period of performing the Contract, the Price (rates) shall be increased or reduced accordingly. The total Contract Price may not change during the whole Contract validity period (the Seller, when submitting a Tender, had to evaluate possible changes in taxes and the market), except for the change in the value added tax. Upon the change in the VAT rate, the Contract price shall be recalculated accordingly at the initiative of either party within a reasonable period. The recalculated price shall also be applied for paying for the Goods after the recalculation of the Contract price. The same procedure shall be applied for both when increasing the Price, if the VAT is increased, and reducing it, if the VAT is reduced. The recalculation shall be executed by additional arrangement to the Contract that becomes an integral part of this Contract.
- 3.4. The Parties sign delivery -acceptance certificate of the Goods (hereinafter – the Certificate ) after all Goods are delivered , installed, tested and the training of staff has been provided. Certificate form is included in Annex 2.
- 3.5. The Seller shall submit a VAT invoice only using the instruments of the information system “E. invoice” not later than within 3 (three) business days from the signing the Certificate. The quantity of goods indicated in the VAT invoice must meet the quantity of Goods indicated in the Certificate.

The costs of providing a VAT invoice by the instruments of the information system “E. invoice” are calculated into the Price.

- 3.6. The Buyer and Seller agree that payments shall be made by the following procedure:
- 5 % of the Contract price, i.e. 67.000,00 EUR, within 7 (seven) calendar days from the signing this Contract;
  - 5 % of the Contract price, i.e. 67.000,00 EUR, within 2 months from the signing

this Contract;

- 5 % of the Contract price, i.e. 67.000,00 EUR, within 4 months from the signing this Contract;
- 20% of the Contract price, i.e. 268.000,00 EUR, within 4 months without the delivery of the Goods;
- Before shipment 55% of the Contract price, i.e. 737.000,00 EUR, should be guaranteed by irrevocable bank guarantee opened in favor of the Seller valid for 50 days or paid before shipment;
- the remaining amount (10% of the Contract price, i.e. 134.000,00 EUR) shall be paid within 50 (fifty) calendar days from the signing of the Certificate and receipt of the VAT invoice.

3.7. If for the reasons attributable to the Seller the Seller is late to fulfill activities and meet the terms indicated in Clause 2.1.3 or to provide the documents indicated in Clauses 2.1.4, the Buyer will notify and give maximum 30 days period to fulfill Clauses 2.1.3 and 2.1.4 of this Contract. The Buyer shall have the right, without a formal notice and without prejudice to other remedies provided for in the Contract, to start charging a default interest for each day in delay after given term of notification expires to the Seller. If the Seller violates the time-limit for the supply of Goods, it shall pay the Buyer a penalty of 0.1% for each day in delay from the amount of the value of Goods, including the VAT, not supplied in due time. The total amount of penalty should not exceed 5% from total value of the Contract.

#### **4. QUALITY AND WARRANTIES OF THE GOODS**

- 4.1. The Goods sold must meet the requirements indicated in Annex 1 to the Contract.
- 4.2. The Seller shall guarantee for the Buyer that the Goods conform to the conditions of the Contract and that at the time of concluding the Contract there are no latent defects of the Goods. The Seller shall be liable for any incompliance of the Goods with quality or completeness requirements that was at the time of transferring the Goods to the Buyer, if such incompliance is revealed later on.
- 4.3. The Seller shall grant a quality warranty for the Goods transferred that will be valid for all constituent parts (except the wear parts and consumables) of the Goods for 24 (twenty four) months from the Certificate signing.
- 4.4. In case of warranty related defect the Buyer urgently (not later than within 8 days from the moment defect is noted) notifies the Seller in writing and the Seller shall urgently (within 3 days) start to repair or to replace the defective Goods or their parts thereof, without any cost to the Buyer. The Buyer will stop using the machine immediately in case of warranty related defect and will restart using it after the Seller's written advice or repair

#### **5. LIABILITY FOR THE GOODS**

- 5.1. The risk of accidental loss or damage of the goods before the signing the Delivery documents, also expenses of the delivery and transportation of Goods shall be borne by the Seller. The Seller shall be liable for proper and timely delivery of Goods to the Buyer.



5.2. The risk of accidental loss or damage of the Goods shall pass over to the Buyer from the moment of signing the Delivery Documents.

## **6. LIABILITY OF THE PARTIES**

6.1. The parties must perform their contractual obligations on time and properly. Failure to perform the obligations assumed under this Contract shall be deemed a fundamental breach of the Contract.

6.2. Liability of the Parties under this Contract shall be limited to direct losses and none of the Parties has the duty to indemnify for indirect losses (loss of income, etc.).

6.3. The Seller, upon terminating the Contract not because of the Buyer's fault, shall pay the Buyer a penalty equal to 5 percent of the Contract price with the VAT, also shall compensate for all direct damages associated with the termination thereof.

6.4. Force majeure is extraordinary circumstances the Parties could not control or reasonably foresee at the time of concluding the Contract or could not prevent the occurrence of these circumstances or consequences thereof.

6.5. None of the Parties to this Contract shall be liable for failure to perform the Contract if such failure was a consequence of force majeure.

6.6. After finding out about the occurred of force majeure circumstances and their effect on the performance of contractual obligations, the Party shall notify the other Party thereof in writing within 15 (fifteen) business days. It is necessary to notify also in the case when the ground not to perform obligations will expire. The defaulting Party, upon failure to notify, shall become liable for indemnification for losses that would have been otherwise avoided.

6.7. If the ground for failure to perform the obligations persists for more than 2 (two) months, either Party shall be entitled to terminate the Contract upon notifying thereof the other Party.

6.8. Upon the occurrence of force majeure circumstances, the Parties shall be guided by provisions of Article 6.212 of the Civil Code of the Republic of Lithuania.

## **7. VALIDITY AND TERMINATION OF THE CONTRACT**

7.1. The Contract shall come into force from the moment of signing thereof and shall be valid until complete performance of obligations by the Parties.

7.2. The right of ownership to the Goods shall pass to the Buyer from the moment of transfer of Goods to it and acceptance thereof, as well as signing of the Certificate and full payment of the Contract value.

7.3. The Buyer shall have the right to early terminate this Contract in the following cases:

7.3.1. the Contract was changed by violating Article 89 of the Law on Public Procurement of the Republic of Lithuania;

7.3.2. it turned out that the Seller had to be removed from the procurement procedure pursuant to Paragraph 1 of Article 46 of the Law on Public Procurement of the Republic of Lithuania;

7.3.3. it turned out that no Contract had to be concluded with the Seller because the Court of Justice of the European Union recognised that obligations under the founding treaties of the European Union and Directive 2014/24/EU have not been fulfilled in the proceedings according to Article 258 of the Treaty on the Functioning of the European Union;

7.3.4. when the Seller does not perform its other contractual obligations and this is a fundamental breach of the Contract;



- 7.4. The Seller shall have the right to early terminate this Contract unilaterally in the following cases:
- 7.4.1. if the Buyer does not fulfil or improperly fulfils its contractual obligations and such failure or improper performance is a fundamental breach of conditions of this Contract;
- 7.4.2. If the Buyer refuses to receive the Goods according to this Contract not because of the reasons attributable to the Seller, the Seller has a right to claim up to 30% of Contract value as a penalty and has a right to retain the already paid money by the Buyer within this value.

## **8. LAW APPLICABLE TO THE CONTRACT AND DISPUTE RESOLUTION PROCEDURE**

- 8.1. The Contract is concluded, performed, and construed in accordance with valid legal acts of the Republic of Lithuania.
- 8.2. Any disputes, disagreements, or claims arising from this Contract or associated with it shall be solved by direct negotiations, whereas in the event of failure to reach an agreement within 30 (thirty) days from the beginning of negotiations, in a court of law under the procedure established by legal acts of the Republic of Lithuania.

## **9. CONFIDENTIALITY**

- 9.1. Any information (technical, financial, commercial, etc.) transferred and received from each other at the time of concluding and performing the Contract, also the information that is related with common activity of the Parties and this Contract shall be deemed confidential.
- 9.2. The Parties, including their employees and other persons with whom the Parties cooperate while carrying out activities, shall be liable for the disclosure of confidential information and shall indemnify for all associated direct losses.
- 9.3. The content of the Contract and information associated with its performance furnished by the Parties to each other may be disclosed if this is necessary for achieving the goal of this Contract or this is mandatory according to legal acts of the Republic of Lithuania.

## **10. OTHER PROVISIONS**

- 10.1. The conditions of the Contract during the Contract validity period may be amended only in the cases and under the procedure laid down in Article 89 of the Law on Public Procurement of the Republic of Lithuania.
- 10.2. All notices, consents, refusals, and other correspondence under this Contract or associated with it shall be executed in writing and shall be deemed to have been served properly if they were sent by registered mail, email (by confirming its receipt) or delivered directly by post or email addresses indicated in this Contract, or by other contacts agreed upon by the Parties.
- The Parties shall inform each other on changes in their address or legal particulars within 2 (two) business days. If the Party fails to notify of the change of its address or legal particulars, then sending of the notice to the address last known to it or discharge of the duty guided by the other Party's legal particulars last known to it shall be deemed proper.
- 10.3. Annexes to the Contract are an integral part of the Contract.
- 10.4. The person responsible for the performance of the Contract on part of the Seller: Area Manager, Gianmarco Donè, tel. +393488645437, email: gianmarco.done@forelspa.com.



10.5. This Contract has been concluded in two counterparts in the Lithuanian and English languages that shall be deemed originals upon signing thereof by each Party.

10.6. Annexes to the Contract:

Annex 1. Technical specification.

Annex 2. Acceptance, testing & training Certificate.

## 11. LEGAL PARTICULARS AND SIGNATURES OF THE PARTIES

### Buyer

VšĮ Perspektyvinių technologijų taikomųjų tyrimų institutas

Vismaliukų str. 34, LT-10243

Legal entity code 300129749

VAT code LT100002835613

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Swift-BIC CBVI LT 2X

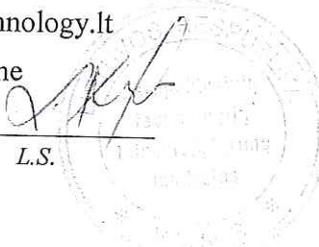
Tel. 8 5 2500610

Email: [info@protechnology.lt](mailto:info@protechnology.lt)

Director Lina Kygiene

(signature)

L.S.



### Seller

FOREL S.P.A

Via per Monastier, 4, 31056 (TV) Italy.

VAT: IT02093600266

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Email: [info@forelspa.com](mailto:info@forelspa.com)

Sole Director Fortunato Vianello

(signature)   
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**CONTRACT FOR PURCHASE-SALE OF THE GOODS No.19/05/13  
Annex 1 TECHNICAL SPECIFICATION**

13th of May 2019, Vilnius

**Package of pilot equipment for architectural BIPV research line design.**

- 1. Equipment name:** Package of pilot equipment for architectural BIPV research line design.  
**2. Quantity:** 1 (one ) package of equipment.

<i>No.</i>	<i>Technical characteristic or parameter</i>	<i>Requirements</i>
<b>I. General characteristics</b>		
1.1	Glass sizes	Min.: 180x360mm Max.: 3210x7000mm
1.2	Glass thickness	Min: 3mm Max: 40mm
1.3	IGU thickness	Min.: 16mm Max.: 100mm
1.4	Stepped units in flat coupling press	Min step: 0mm Max step at bottom and head sides: 100mm Max step at top and tail sides: no limits (within the max glass size 3210x7000 mm)
1.5	Stepped units in automatic sealing robot	Min step: 0mm Max step all sides: 100mm
1.6.	Loading weight single glass	Min 200kg/linear meter
1.7	Loading weight IGU Unit	Min 450kg/ linear meter
1.8.	Types of glass	Architectural glass as per EN 572; Coated glass as per EN 1096; extra clear glass (low iron – Eng.)
1.9	Line to be composed of	Loading conveyor, vertical washing machine, spacer positioning and inspection station, flat coupling press, automatic sealing robot, unloading conveyor
1.10.	Glass sizes reading	Ability to read automatically glass sizes for rectangular shapes
1.11	Antistatic bar	necessary
1.12	Possibility to make quadruple IGU's (composed of 4 sheets of glass)	necessary
1.13.	Washing machine with 8 brushes, Ø 225 mm each	necessary
1.14	Automatic detection of low-E glass at the front and at the back sides	necessary
1.15	Visual glass inspection	Adjustable LED light contrast for glass visual inspection and the room with side access for rear side of glass cleaning
1.16	Spacer positioning section	Should have reference bars and movable device for large frames top support.
1.17	Middle glass support in coupling press for standard triple insulated glass production	necessary
1.18	Gas flow from the bottom side, variable by automatic reading of length and height of the glass	necessary
1.19	Automatic glass sealing with two component silicone	necessary

*J. A.*

*[Signature]*

1.20	Nozzle maximum excursion	Minimum 92 mm
1.21	Unloading conveyor to unload glass pane from 3 sides: the bottom, side and top	necessary
<b>2. Technical characteristics of the equipment</b>		
2.1	Voltage	400 V / 50HZ / 3P+N+E
2.2	Space needed	Not more 62000x 3000 mm
2.3	Total installed power	Not more 210 kW
<b>3. Control and monitoring of the equipment</b>		
3.1.	Automation system and control panel	Should: - be equipped with the touch screen and control panel; - have open interface for integration to other machines or IT Systems;
3.2.	Monitoring/Control system	Control system should have: - Statistical reporting system; - Machine diagnostics with visual information
3.3.	Remote control assistance	The supply should include Ethernet connection to enable teleservice
<b>4. Additional requirements</b>		
4.1	DAP Klaipėda (LT), installation, commissioning, training	To be included
4.2	Machine manuals	In Lithuanian or English language
4.3	Warranty	Not less than 24 months after signing of the Acceptance protocol
4.4	Safety	Equipment should have to comply CE requirements
4.5	Machine needs to be brand new	New

**Buyer**

VšĮ Perspektyvinių technologijų taikomųjų tyrimų institutas  
Vismaliukų str. 34, LT-10243  
Director Lina Kygiene

(signature)

L.S.

**Seller**

**FOREL S.P.A.**

Via per Monastier, 4, (TV) 31056, Italy  
Sole Director Fortunato Vianello

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