

## PUBLIC PROCUREMENT AGREEMENT No. \_\_\_\_\_

\_\_\_\_\_ November 2025

Vilnius

**The National Museum of Lithuania**, a budgetary institution established and registered under the laws of the Republic of Lithuania, legal entity code 190756849 (hereinafter referred to as “**the Museum**”), represented by the director general Rūta Kačkutė, acting under the Regulations of the Museum on the one side, and LP Art, the company registration number **57208252700217** (hereinafter referred to as “**the Service Provider**”), represented by General Manager Julien Boulocher, acting under the Articles of Association of the company, on the other side, jointly referred to as “**the Parties**,” and severally – as “**the Party**,” concluded the present agreement (hereinafter referred to as “**the Agreement**”) in compliance with the Law on Public Procurement, the Civil Code, and other legislation of the Republic of Lithuania applicable hereto:

### **1. THE OBJECT AND VALUE OF THE AGREEMENT**

- 1.1. The Service Provider shall undertake to provide the services indicated in Clause 1.2. herein to the Museum, whereas the Museum undertakes to pay the Service Provider the price specified in Clause 1.3. herein for such services.
- 1.2. The Service Provider shall provide the following services in the manner and within the deadlines set herein: Transportation (air cargo) service for exhibits from Marseille (The collection address is as follows: Mucem Conservation Centre, 1 rue Clovis Hugues, 13003 Marseille, France) to Vilnius (Vilnius Airport), address Rodūnios road 10A, Vilnius, 02189 (hereinafter referred to as “**the Services**”).
- 1.3. The Museum shall pay the Service Provider the following price for the rendered Services: **14 750,00 EUR** (fourteen thousand seven hundred fifty euros). The price includes all and any direct and indirect expenses of the Service Provider related to the rendering of the Services (payable taxes, expenses for transport, equipment, etc.).

### **2. THE RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 2.1. The Service Provider shall undertake to do the following:
  - 2.1.1. Transportation service for exhibits from Marseille (The collection address is as follows: Mucem Conservation Centre, 1 rue Clovis Hugues, 13003 Marseille, France) to Vilnius (Vilnius Airport);
  - 2.1.2. All transports provided must be performed by fine art trucks (padded, climate-controlled, air-ride, alarm, seats for couriers, GPS and/or mobile) with at least two professional art handlers on board;
  - 2.1.3. Exhibits are transported by air cargo. Palettized flights :  
Flights Paris (CDG)– Francfort (FRA) and Francfort (FRA) - Vilnius (VNO).
  - 2.1.4. The transportation of the exhibits is supervised and accompanied by Sabrina Paumier from the MUCEM museum.
  - 2.1.5. To comply with the requirements for the Services set out in Annex No.1 (Technical Specifications). The failure to comply with such requirements shall constitute a material breach hereof;
  - 2.1.6. A list of transported exhibits is attached in Annex No. 2;
  - 2.1.7. To cooperate with the Museum, i.e., to clarify the needs and possibilities of the Museum and to take them into consideration; to inform the Museum on the progress of the provision of the Services, and to aim for the result that shall be satisfactory for both parties;
  - 2.1.8. To provide the Services with the deadlines set out herein. The failure to meet the deadlines shall constitute a material breach hereof;
  - 2.1.9. To provide quality Services as set out in Chapter 4 herein. The failure to provide quality Services shall constitute a material breach hereof;
  - 2.1.10. To notify the Museum in advance in writing of all and any circumstances that hinder or may hinder the provision of the Services in the manner and within the deadlines set herein;
  - 2.1.11. To comply with the requirements of confidentiality and legal protection of personal data, not to disclose any information received during the performance of the

present Agreement to any third persons, except to the extent required for the implementation hereof; also, not to use any such information for personal or third-person needs;

2.1.12. At the end of the Agreement implementation period, at the Museum's request, to return to the Museum all the documentation that was required for the implementation hereof.

2.2. The Service Provider shall be entitled to do the following:

2.2.1. To receive from the Museum all the documentation and information required for proper implementation hereof;

### **3. THE RIGHTS AND OBLIGATIONS OF THE MUSEUM**

3.1. The Museum shall undertake to do the following:

3.1.1. Insure exhibits during transport. Provide a signed valid insurance policy with a list of insured exhibits;

3.1.2. To present to the Service Provider all the documentation and information required for proper implementation hereof;

3.1.3. To cooperate with the Service Provider, i.e., to provide all and any information regarding the Museum's needs, possibilities; to consult on the issues related to the content of the Services; to aim for the result that shall be satisfactory for both parties. In case the parties fail to agree on any issues regarding the content of the Services, the Museum shall make the final decision binding on both parties. The failure to comply with the cooperation obligation shall constitute a material breach hereof;

3.1.4. After detecting any shortcomings of the Services, to address the Service Provider regarding the elimination of such detected shortcomings;

3.1.5. To accept properly provided Services and to pay for such Services in the manner and within the deadlines set herein. The failure to comply with the payment terms and conditions shall constitute a material breach hereof.

3.2. The Museum shall be entitled to do the following:

3.2.1. To control the implementation of the present Agreement and, in case of detection of any Agreement implementation shortcomings and/or violations, to set the deadline for the Service Provider to eliminate such detected shortcomings and/or violations;

3.2.2. Not to accept improperly rendered Services and to demand that the Service Provider should eliminate all and any shortcomings of such provided Services;

3.2.3. To exercise any other rights of the Museum related to the present Agreement laid down herein as well as in the applicable legislation of the Republic of Lithuania.

### **4. THE QUALITY OF THE SERVICES**

4.1. The quality of the provided Services shall have to meet the requirements set out in the public procurement technical specifications Annex No.1, the present Agreement, and in the legislation governing the quality of the Services. In cases when the quality of the Services has not been specified in the aforementioned documents, such quality shall correspond with the quality that otherwise would normally and reasonably be expected under the usual conditions and circumstances of the provision of the Services.

4.2. The Service Provider shall guarantee that the Services will be provided engaging reasonable abilities, knowledge, and experience. In other words, the Service Provider shall use the abilities and competence that are to be normally and reasonably expected in the sphere of the services concerned;

4.3. The Museum and the Service Provider sign the CMR consignment note for the shipment, which serves as proof of acceptance of the exhibits and services.

4.4. The Service shortcomings detected by the Museum shall have to be eliminated within a reasonable period of time set by the Museum.

4.5. The Service Provider shall undertake to compensate the damage incurred by the Museum due to the Services of inadequate quality.

### **5. THE DEADLINE FOR THE PROVISION OF THE SERVICES**

5.1. All the Serviced hereunder shall have to be provided not later than by: 26 November 2025.

5.2. In cases where the Service Provider fails to provide the Services within the deadlines set herein due to its fault, the Service Provider shall pay the Museum the default interest amounting to 0.05% of the value of the outstanding Services and/or outstanding obligations of the Service Provider

for every delayed day. The demand to pay such default interest shall not revoke any other remedies of the Museum.

## **5. PAYMENTS**

- 6.1. The value of the Services shall be specified in Clause 1.3. herein.
- 6.2. A fixed price calculation shall be applied to the present Agreement.
- 6.3. After the Parties have signed the Delivery and Acceptance Certificate (i.e., the Parties have confirmed that the Services hereunder were properly provided), the Service Provider shall issue an invoice to the Museum (where such an invoice must be submitted by the Service Provider under the legislation). The Museum shall pay the Service Provider with **15 (fifteen)** calendar days as of the signing date of the Delivery and Acceptance Certificate and/or the date of the submission of the invoice (where such an invoice must be submitted by the Service Provider under the legislation), by transferring the money to the bank account of the Service Provider indicated herein. The invoices issued to the Museum shall be placed on the information system "SABIS."
- 6.4. In case the Museum fails to meet the specified payment deadline, at the request of the Service Provider, the Museum shall pay the Service Provider the default interest amounting to 0.05% of the outstanding amount for every delayed day. The default interest shall be calculated from the expiry date of the payment deadline (the latter day not being taken into consideration). The payment of the default interest shall not exempt the Museum from the duty to perform its pecuniary obligation to the Service Provider.

## **7. FORCE MAJEURE CIRCUMSTANCES**

- 7.1. Neither of the Parties shall be held liable for the failure to perform the present Agreement or for its improper performance, if it proves that such failure to perform the Agreement or such improper performance hereof was caused by the circumstances the Party could not control or foresee reasonably at the moment of the conclusion of the present Agreement, and could not prevent the occurrence of such circumstances or their consequences.
- 7.2. *Force majeure* circumstances shall be interpreted as they are regulated by the applicable legislation of the Republic of Lithuania.
- 7.3. The Party shall notify the other Party immediately, but not later than within 5 (five) working days, of *force majeure* circumstances, due to which the performance of the Agreement may be restricted or impossible, and of the impact of such circumstances on the performance hereof. In cases where the other Party does not receive such notification within the specified period of time after the defaulting Party learnt or should have learnt of such circumstances, the latter Party shall compensate all and any losses resulting from the failure to receive such notification.
- 7.4. Where *force majeure* circumstances persist for over 2 (two) months as of the date of receipt of a corresponding notification, either Party shall be entitled to terminate the Agreement by notifying the other Party of such termination 5 (five) working days in advance.
- 7.5. The deadline for the provision of the Services may be extended by the period the specified *force majeure* circumstances lasted, but such extension period shall not exceed 2 (two) months. The extension of the provision of the Services shall be executed in writing by mutual agreement of the Parties and shall constitute an integral part hereof.

## **8. VALIDITY OF THE AGREEMENT**

- 8.1. The Agreement shall come into force as of the moment of its signing.
- 8.2. The Agreement shall remain in force until the Parties have fully performed their obligations hereunder.

## **9. AMENDMENT AND TERMINATION OF THE AGREEMENT**

- 9.1. During the term of the Agreement, the terms and conditions of the Agreement may be amended in the manner provided for in the Law on Public Procurement of Republic of Lithuania. All and any amendments, supplements, and annexes to the Agreement shall constitute an integral part hereof and shall be valid if executed in writing and approved by the signatures of the authorised representatives of the Parties.
- 9.2. The Party initiating any amendment hereto shall submit a written request to amend the clauses of the present Agreement to the other Party as well as the copies of the documents supporting the

circumstances, arguments, and explanations specified in the request. When the Parties agree on the amendment hereto, such amendments shall be executed in writing and shall constitute an integral part hereof.

9.3. The present Agreement can be terminated:

9.3.1. By mutual written agreement of the Parties;

9.3.2. As of the date of the notification of either Party to the other Party of the occurrence of *force majeure* circumstances in the manner laid out in Chapter 8 herein, when such circumstances persist for over 2 (two) months;

9.3.3. The Museum shall be entitled to terminate the Agreement unilaterally by informing the Service Provider in writing about such termination at least 5 (five) working days in advance, if:

9.3.3.1. The Service Provider fails to perform its obligations within the deadlines set herein and the resulting amount of default interest exceeds 10 % of the Agreement value;

9.3.3.2. The Service Provider fails to perform the Agreement or performs the Agreement improperly, which constitutes a material breach hereof;

9.4. The service provider who violates the provisions of this Agreement undertakes to pay a penalty of 15% of the contract price without dispute and to compensate the Museum for the damage incurred. After the termination or expiry of the Agreement, the provisions regarding the payments between the Parties under the Agreement set out herein and in the annexed hereto shall remain in force.

**10. FINAL PROVISIONS**

10.1. The Agreement has been drawn up in the English language, in 2 (two) copies of equal juridical power, a copy for the Museum and a copy for the Service Provider.

10.2. Any disputes arising between the Parties shall be settled by way of mutual negotiations. The Parties shall agree that in case of failure to reach an agreement by way of mutual negotiations within 15 (fifteen) calendar days, such a dispute shall be settled in courts of the Republic of Lithuania in the manner prescribed by law of the Republic of Lithuania, according to the address of the registered office of the Museum.

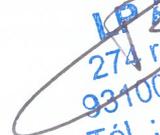
10.3. The Museum representative responsible for the implementation of the Agreement: Exhibition coordinator Dominyka Verikaitė, tel.: +370 622 51646, email: [dominyka.verikaite@lnm.lt](mailto:dominyka.verikaite@lnm.lt).

10.4. The Service Provider representative responsible for the implementation of the Agreement: Sales Museum & Exhibition manager Yevgeniy Ten, tel.: +33 6 64 24 81 95 , email: [yten@lpart.fr](mailto:yten@lpart.fr).

10.5. The Parties shall undertake to notify each other within 1 (one) working day of any changes in Clauses 11.2, 11.3 and Chapter 12 herein. In case the Party fails to notify properly the other Party of the changes in a timely manner, such a Party shall be able to make any claims as to the actions of the other Party performed in accordance with the data provided herein.

10.6. Neither Party shall have the right to transfer any rights or obligations hereunder to any third parties.

**11. THE ADDRESSES AND SIGNATURES OF THE PARTIES**

| THE MUSEUM  | THE SERVICE PROVIDER   |
|---|--|
| National Museum of Lithuania<br>Company code: 190756849<br>VAT code: LT907568414<br>Arsenalo st. 1, 01143 Vilnius<br>Tel.: +370 5 262 77 74<br>Email: <a href="mailto:muziejus@lnm.lt">muziejus@lnm.lt</a><br>Account No. LT227044060000257140<br>AB SEB bankas | LR ART<br>Company code: 57208252700217<br>274 Rue de Rosny, 93100 Montreuil, France<br>Tel.: +33 1 49 35 3000<br>Email: <a href="mailto:info@lpart.fr">info@lpart.fr</a><br>Account No. 30003 03500 00020022722 77<br>IBAN FR76 3000 3035 0000 0200 2272 277 |
| Rūta Kačkutė<br>Museum Director General<br><br><hr/><br>(signature)<br>L.S.  | General Manager<br>Julien Boulocher<br><br><hr/><br>(signature)<br>L.S.   |



## **Annex No. 1**

### **TECHNICAL SPECIFICATIONS**

**Parcel** - museum valuables (exhibits), 58 pieces, value 153,600 EUR. Valuables belong to MUCEM. List added.

#### **Parcel transportation:**

All transports provided must be performed by fine art trucks (padded, climate-controlled, air-ride, alarm, seats for couriers, GPS and/or mobile) with at least two professional art handlers on board.

Transportation service for exhibits from Marseille (The collection address is as follows: Mucem Conservation Centre, 1 rue Clovis Hugues, 13003 Marseille, France) to Vilnius (Vilnius Airport);

The insurance of exhibits during transportation and display is valid from November 10, 2025 to September 30, 2026. Insurer Chubb European Group SE, Spółka Europejska, Oddział w Polsce, ul. Królewska 18, 00-103 Warszawa, NIP 1080001001

#### **Transportation of exhibits:**

The service provider is responsible for Fine Art formalities for temporary export.

Exhibits are loaded at service provider warehouse in Valbonne, direct transport and delivery to NCE Airport via 2 handlers and 35 cbm truck. Full supervision at NCE Airport.

Exhibits are transported by air cargo.

#### **Palettized flights :**

Flight N° LH 1031 (Saturday 22nd November) – Paris (CDG) 11h15 – Francfort (FRA) 12h30

Flight N° LH 898 (Monday 24th November) - Francfort (FRA) 20h50 - Vilnius (VNO) 23h55

The service provider takes care of the travel tickets and daily allowance of the accompanying person from Mucem.

#### **Parcel Arrival:**

At Vilnius Airport (VNO), the cargo is received by Axis Transport accompanied by an Lithuanian National Museum employee/restorer. The exhibits are delivered to the House of Histories, address T. Kosciuskos str. 3, 01100 Vilnius. The boxes are opened and the exhibits are unpacked only in the presence of Mucem and Lithuanian National Museum restorers.

