

CONTRACT FOR PURCHASE-SALE OF THE GOODS No. 19/09/20

20 of September 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 according to Statute of the company,

And

Yingkou Jinchun Machinery Co., Ltd. (hereinafter – Seller), legal entity code 91210800765420138L, legal office address No. 95, Xingang Ave, Yingkou, Liaoning Province, 115000, P.R.China, represented by VGM Yin Feng acting according to Internal company policies of Yingkou Jinchun Machinery Co., Ltd., 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 Glass-glass modules laminator (hereinafter – the Procurement);
- (B) the procurement was carried out by implementing the project „Fotoelektros technologiju klasterio infrastruktūros plėtra naujos kartos technologijų įsisavinimui“ (InfraPV) Nr. 01.2.1-LVPA-K-833-02-0001

1. OBJECT OF THE CONTRACT

- 1.1. By this Contract the Seller shall undertake to sell the **Glass-glass modules laminator** (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 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, produce the Goods, and prepare for delivery under the FOB conditions (Incoterms 2010) within 80 days from signing this Contract. The Goods should be delivered by the Seller to the nearest ports in China. The cost for delivery of the Goods to the final destination shall be borne by the Buyer. The Goods should be delivered by Buyer to the final destination within 60 days. The Seller perform installation works, make testing and training to work with the equipment within 20 days after the arrival of the goods at final destination. 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 1 month. The Buyer delivers the Goods to: UAB „Soli Tek R&D“ Mokslininkų str. 6A, Vilnius, Lithuania.
 - 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.



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- 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 prepared for delivery and accepted by the Buyer after delivery is **321.470,00 EUR** (three hundred twenty one thousand four hundred seventy euro). The price indicated in this clause covers all expenses of the Seller associated with production and supply of the Goods according to FOB delivery conditions (under Incoterms 2010). The Contract price also includes installation, commissioning and training, but the direct expenses (like local transport, hotel, food) for the installation team has to be borne by the Buyer.
- 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.

Final Acceptance Test shall be jointly performed by both parties. Acceptance Report in duplicate shall be signed by both parties and each party holds one within one (1) week after a successful Installation & Commissioning if the Seller has no failure or technical problems of mass production of Buyer during the period of Site Acceptance Test (SAT). If Buyer fails to sign the Acceptance report within thirty (30) days after a successful SAT, the machine under the contract shall be deemed as qualified and accepted.

In the event of SAT criteria are not met, the reasons shall be analysed jointly and the SAT shall be repeated within two weeks. In the event of the site acceptance test failing, the subsequent SAT in another 2 week shall be allowed with no charge on Seller. In case of second SAT failing, the Seller shall pay to the Buyer, Liquidated Damages at the rate 0.5 % of the Contract price for each week of delay subject to a maximum of 5% of the Contract Price of delay subject.

- 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:
- 30 % of the Contract price, i.e. 96.441,00 Eur, within 7 (seven) calendar days from the signing this Contract by telegraphic transfer;
- 60% of the Contract price, i.e. 192.882,00 Eur, within 7 (seven) calendar days after the Pre-acceptance test and before shipment by telegraphic transfer ;
- the remaining amount (10% of the Contract price, i.e. 32.147,00 Eur) shall paid within 50 (fifty) calendar days from the signing of the Certificate and receipt of invoice by telegraphic transfer.
- 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 0.5% for each week in delay from the amount of the value of Goods 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 ware parts and consumables) of the Goods for 12 (twelve) months from the Successful Site Acceptance Test or 16 months from the date of shipment whichever comes earlier.
- 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 Seller shall be liable for proper and timely preparation of Goods for delivery to the Buyer upon Commercial Terms FOB (Incoterms2010).
- 5.2. The risk of loss or damage of the goods shall pass from Seller to Buyer upon Commercial Terms FOB (Incoterms2010) adopted by this Contract.

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 and not over 10% of the contract value.
- 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:

Article 6.212. Force majeure

1) A party shall be exempt from liability for failure to perform a contract if it proves that the performance of the contract was not due to circumstances beyond its reasonable control and reasonably foreseeable at the

time of the conclusion of the contract and that it could not prevent the occurrence of such circumstances or consequences. Force majeure shall not be deemed to be due to the lack of goods on the market for execution of the obligation, lack of financial resources of the contractor or breach of the obligations of the debtor's counterparties.

2) If a circumstance which makes the performance of the contract impossible, the party shall only be released from liability for a period which is reasonable having regard to the effect of that circumstance on the performance of the contract.

3) The defaulting party shall notify the other party of the occurrence of the circumstance referred to in paragraph 1 and of its effect on the performance of the contract. If such notice is not received by the other party within a reasonable time after the defaulting party has become aware or should have become aware of the circumstance, the latter party shall be liable for damages for failure to notify.

4) The provisions of this Article shall not prejudice the right of the other party to terminate or suspend the performance of the contract or to claim interest.

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:

Article 89. Modification of the contract or framework contract during their term

1. A contract of purchase or a framework contract may be modified during its term without a new procurement procedure under this Act in any of the following cases:

1) where the change, irrespective of its monetary value, has been formulated in advance in a clear, precise and unambiguous manner in the contract documents setting out the terms and conditions of the contract or framework contract review, including price indexation, employee remuneration reviews, including term, volume, object change. The scope of the changes, options and the circumstances in which they may be made shall be specified in the procurement documents. No changes or options that would materially alter the nature of the contract or framework agreement shall be permitted;

2) when it comes to purchasing additional works, services or goods from the same supplier that were not included in the original purchase, when all of the following conditions are met:

a) the switching of the supplier is not possible for economic or technical reasons, such as ensuring interchangeability and interoperability requirements for the equipment, services or facilities purchased from the original procurement, and because of significant inconvenience or significant duplication of costs for the contracting authority;

b) the value of the individual replacement shall not exceed 50 per cent and the total value of the individual modifications under this item shall not exceed 100 per cent of the value of the original contract or framework contract. Such amendments shall not be intended to circumvent the procurement procedure established by this Law;

3) where the need for the change arises out of circumstances which the reasonable and prudent contracting authority could not foresee, and where the following conditions are met:

a) the modification does not substantially change the nature of the contract or framework agreement;

b) the value of the individual replacement shall not exceed 50 per cent and the total value of the individual modifications under this item shall not exceed 100 per cent of the value of the original contract or framework contract. Such amendments shall not be intended to circumvent the procurement procedure established by this Law;

4) where a party to a contract or framework agreement with which the contracting authority has concluded a contract is replaced by a new party for at least one of the following reasons:

a) by implementing unequivocally in the procurement documents, in accordance with the requirements set out in point 1 of this paragraph, a review clause or option for the procurement contract or framework contract;

b) as a result of the reorganization, liquidation, restructuring or bankruptcy of the initial supplier, the new supplier, wholly or partially, assumes the rights and obligations of the original supplier in accordance with the qualification requirements set out in the contract documents. Such a change of supplier may not result in other substantial changes to the contract and shall not be intended to circumvent this law;

c) where the contracting authority assumes the obligations of the supplier in respect of the subcontractors. Such a contract amendment is possible if the contract documents stipulate the possibility of direct payment with the sub-suppliers, as provided for in Article 88 (2) of this Law;

5) where the change, irrespective of its value, is not substantial within the meaning of paragraph 4.

2). A contract of sale or a framework contract may also be modified during the term of the contract without a new procurement procedure under this Act, even though the circumstances specified in subparagraphs 1 to 4 of paragraph 1 of this Article do not exist,

1) the total value of the individual modifications under this clause does not exceed the relevant international purchase value thresholds specified in Article 4 (1) of this Act;

2) the total value of the individual modifications under this clause does not exceed 10 per cent of the value of the initial contract or framework contract for the purchase of goods or services and 15 per cent for the purchase of works;

3) the modification does not substantially change the nature of the contract or framework agreement.

3. Where the value of a contract or framework contract has been revised in accordance with the price revision clauses referred to therein, the adjusted value of the contract shall be taken into account for the purposes of points (2) and (3) and paragraph 2 of this Article.

4. An amendment to a contract or framework contract during its term shall be regarded as substantial within the meaning of point 5 of paragraph 1 when it changes the general nature of the contract or framework contract. In any event, the following shall be deemed to be a substantial modification of the contract or of the framework contract where at least one of the following conditions is fulfilled (in the cases referred to in paragraphs 1 and 2, these conditions shall not be taken into account):

1) The amendment introduces a new condition allowing for the inclusion of other candidates' applications, tenderers' bids or more suppliers in the initial procurement;

2) the modification results in a change in the economic balance of the contract or of the framework contract in favor of the supplier to whom the contract is awarded, in a way not specified in the initial contract;

3) the modification significantly increases the scope of the contract or framework agreement;

4) when a supplier with whom a contract of purchase or framework contract is concluded is replaced by a new supplier for reasons other than those referred to in paragraph 1 (4).

5. If an amendment to a procurement contract or framework contract is made in cases other than those specified in paragraphs 1 and 2 of this Article, such amendment shall be the subject of a new procurement procedure in accordance with the requirements of this Act.

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:

Article 46. Grounds for the Supplier's exclusion

1. The contracting authority shall exclude the supplier from the procurement procedure if, after verification in accordance with Articles 50 and 51 of this Act or otherwise, it becomes aware that the supplier or its responsible person referred to in paragraph 2 of paragraph 2 has been convicted of the following offense:

1) participating in, organizing or directing a criminal organization;

2) bribery, trading in influence, bribing;

3) fraud, misappropriation of assets, misrepresentation of a legal entity, misuse of credit, loan or targeted support, credit fraud, misrepresentation of income, profits or assets, declarations, statements or other documents omissions, fraudulent accounting or abusive practices which undermine the financial interests of the European Union within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests;

4) criminal bankruptcy;

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- 5) terrorist offenses and terrorist-related offenses;
 - 6) legalization of the proceeds of crime;
 - 7) trafficking in human beings, buying or selling of a child;
 - 8) an offense committed by a supplier in another State, as defined in the legislation of other States implementing the European Union legislation listed in Article 57 (1) of Directive 2014/24 / EU.
2. The supplier or his responsible person shall be deemed to have been convicted of an offense referred to in paragraph 1 or 3 where:
- 1) a conviction of a supplier who is a natural person has been passed and has become effective in the last 5 years and the person has a criminal record that has not disappeared or has not been revoked;
 - 2) the head, other member of the management or supervisory body of the supplier, who is a legal person, other organization or a division thereof, or any other person having the right to represent or control the supplier, to make a decision on his behalf, to conclude a transaction;) or another person (s) having the right to draw up and sign the supplier's accounting records has been convicted and convicted in the last 5 years and has a criminal record which has not disappeared;
 - 3) a judgment, or, in the case of paragraph 3, a final administrative decision if the decision is made in accordance with the law of the country of the supplier, which is a legal person, other organization or a division thereof.
3. Failure to fulfill its obligations relating to the payment of taxes, including social security contributions, in accordance with the requirements of the country in which the supplier is established or of the country of the contracting authority, shall result in exclusion from the procurement procedure if the contracting authority becomes aware that the supplier has been convicted, within the meaning of points (1) and (3) of paragraph 2 of this Article, or have other evidence of failure to comply with these obligations. However, this provision shall not apply where:
- 1) the supplier is liable for payment of taxes, including social security contributions, and is therefore deemed to have fulfilled the obligations laid down in this paragraph;
 - 2) the amount of indebtedness does not exceed EUR 50 (fifty euros);
 - 3) the supplier has been advised of the exact amount of his indebtedness at the time when he is unable to pay taxes, including social security contributions, to conclude a tax credit agreement or other similar binding payment agreement or to take other measures to comply with this (1). The supplier shall not be excluded on this basis from the procurement procedure if, by requiring the contracting authority to submit relevant documents in accordance with Article 50 (6) of this Law, he proves that he has already been discharged of obligations relating to taxes, including social security contributions.
4. The contracting authority shall exclude the supplier from the procurement procedure if:
- 1) it has entered into agreements with other suppliers aimed at distorting competition in procurement and the contracting authority has convincing evidence to that effect;
 - 2) he / she is subject to a conflict of interest within the meaning of Article 21 of this Law at the time of purchase and the situation cannot be remedied. Relevant situations of conflict of interest shall not be deemed to have been remedied if the persons affected by the conflict of interest have made decisions of the Commission or of the contracting authority contrary to the provisions of this Law;
 - 3) there is a distortion of competition within the meaning of Article 27 (3) and (4) of this Law and the situation cannot be remedied;
 - 4) the Supplier has withheld or has provided false information in the procurement procedures regarding compliance with the requirements set out in this Article and Article 47 of this Law and the Contracting Authority can prove this by any lawful means or the Supplier is unable to provide the supporting documents required by this Law Article 50. On this basis, the Supplier shall also be excluded from the procurement procedure where, during previous procedures, the Supplier has withheld or has provided false information referred to in this paragraph or the Supplier has been unable to provide the supporting documents required by Article 50 of this Law. Procurement procedures or a court order that has become final within the last one year. On this basis, a supplier shall also be excluded from a procurement procedure where, under previous legislation, he has concealed information or made false statements in previous procedures or was prevented from submitting supporting documents as a result of false information which resulted in exclusion from procurement procedures or a court judgment has been rendered effective for a period of one year or similar sanctions have been applied;

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5) the supplier has taken unlawful acts during the procurement in order to influence the decisions of the Contracting Authority, to obtain confidential information, which would give him unlawful advantage in the procurement procedure, or provided misleading information, which may materially influence the decision of the Contracting Authority and the contracting authority can prove it by any lawful means;

6) the supplier has failed to perform or has failed to perform the procurement contract, the procurement contract with the contracting entity or the concession contract, and this constitutes a material breach of the procurement contract as defined in the Civil Code (hereinafter material breach of the procurement contract); a contract or a judgment which has become final in the past 3 years and which satisfies the contracting authority's, contracting entity's or the contracting authority's claim for compensation for serious or persistent defects in the essential element of the contract in the contract. On this basis, the supplier shall also be excluded from the procurement procedure where, in accordance with the law of other States, it has been established during the previous 3 years that he has, during performance of the previous contract, previous contract with the contracting entity or serious or persistent deficiencies leading to the termination of that earlier purchase agreement prior to the date of expiry of that purchase agreement, to claiming damages or to any other similar sanction. The contracting authority shall also exclude the supplier from the procurement procedure when it has convincing evidence that the supplier is established in order to avoid the application of this exclusion basis;

7) the supplier has committed a professional misconduct when the supplier or its manager has been subject to an administrative or economic sanction imposed by the laws of the Republic of Lithuania or other countries for violation of financial reporting and auditing legislation and effective from the date of the decision or less than one year has elapsed from the date on which the person executed the administrative order.

5. The contracting authority may not, on the grounds set out in paragraphs 1, 3, points 1 and 2, and 4, exclude the supplier from the procurement procedure only in exceptional cases where the protection of the public interest, including the protection of public health and the environment.

6. The contracting authority may exclude the supplier from the procurement procedure if he:

1) has violated at least one of the environmental, social and labor law obligations referred to in Article 17 (2) (2) of this Law and has been subject to an administrative or economic sanction imposed by the laws of the Republic of Lithuania or other countries; this sanction has been imposed, less than one year has taken effect;

2) is insolvent, is subject to restructuring or bankruptcy proceedings, is being wound up or is being wound up by a court or insolvency administrator, having entered into a composition agreement with his creditors (agreement between the supplier and the creditors to continue the supplier's activities), and the creditors agree to defer, reduce or waive their claims) when their activities have been suspended or restricted or they are in the same or similar position under the law of the country in which they are established. However, in the situation defined in this point, the contracting authority may not exclude the supplier from the procurement procedure if he has provided reasonable evidence that he will be able to perform the contract properly;

3) has been guilty of grave professional misconduct proven to be liable to perform the contract in good faith. On this basis, the supplier may be excluded from the procurement procedure if there is at least one of the following irregularities, optionally stated in the contracting authority's procurement documents:

a) breach of professional ethics where less than one year has elapsed since the supplier was declared non-compliant;

b) violation of competition, occupational safety and health, information protection, intellectual property protection, which is subject to administrative or economic penalty imposed by the supplier or its manager, as determined by the laws of the Republic of Lithuania or other countries, when the decision imposing this sanction; less than one year has elapsed from the date when the person executed the administrative order;

c) violation of the prohibition on entering into prohibited agreements enshrined in the Law on Competition of the Republic of Lithuania or similar legal act of another state, less than 3 years after the effective date of the decision imposing the economic sanction imposed by the Competition Law or other legal act;

d) the supplier, being a natural person, or a manager, another member of the management or supervisory body, or any other person having the right to represent or control the supplier, to make a decision on his behalf; , to enter into a transaction, or a participant holding a majority of votes in the meeting of a legal person is found guilty of willful bankruptcy as defined in the Lithuanian Bankruptcy Law of the Republic of Lithuania or similar legislation of less than 3 years;

4) is subject to a permit for illegal employment of third-country nationals who has been subject to an administrative or economic sanction imposed by the laws of the Republic of Lithuania or other legal acts and less than one year from the date of the decision imposing this sanction; .

7. The contracting authority shall exclude the supplier from the procurement procedure at any stage of the procurement procedure if it appears that, through its actions or omissions before or during the procurement procedure, it complies with at least one of the exclusion criteria specified in the procurement documents.

8. If the supplier does not meet the requirements set out in paragraphs 1, 4 and 6, the contracting authority shall not remove him from the procurement procedure when both of the following conditions are met:

1) the supplier has provided the contracting authority with information that he has taken the following measures:

a) has voluntarily paid or agreed to pay compensation for the harm caused by the offense or infringement referred to in paragraphs 1, 4 or 6, as applicable;

b) cooperating, actively assisting or taking other measures as appropriate to assist in the investigation, detection or detection of a criminal offense or an offense committed by it;

c) take technical, organizational, personnel management measures to prevent further criminal acts or irregularities;

2) the contracting authority has assessed the information supplied by the supplier in accordance with point 1 of this paragraph and has given a reasoned decision that the measures taken by the supplier to demonstrate its reliability are sufficient. The adequacy of these measures shall be assessed in the light of the seriousness and circumstances of the offense or infringement. The contracting authority must provide the supplier with a reasoned decision in writing no later than 10 days after receipt of the supplier's information referred to in paragraph 1 of this paragraph.

~~7.3.3. 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 Respective countries.

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- Manager Pon Ramesh, tel. +91 7899126222, email: pon@jinchenmachine.com
- 10.5. This Contract has been concluded in two counterparts in the English language that shall be deemed originals upon signing thereof by each Party. English shall be the binding language for interpretation of this contract.
- 10.6. Annexes to the Contract:
Annex 1. Technical specification.

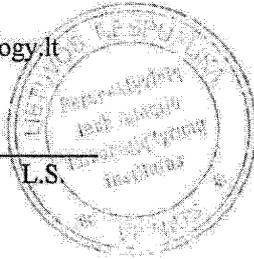
11. LEGAL PARTICULARS AND SIGNATURES OF THE PARTIES

Buyer

VšĮ Perspektyvinių technologijų taikomųjų tyrimų institutas
Vismaliukų str. 34, LT-10243
Legal entity code 300129749
VAT code LT100002835613
Current account No LT457044060005043773
Swift-BIC CBVILT 2X
Tel. 8 5 2500610
Email: info@protechnology.lt
Director Lina Kygiene

(signature)

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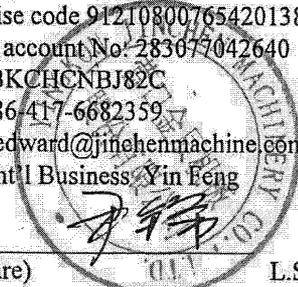


Seller

Yingkou Jinchen Machinery Co., Ltd
No. 95, Xingang Ave, Yingkou, Liaoning
Province, 115000, P.R.China
Enterprise code 91210800765420138L
Current account No: 283077042640
Swift: BKCHCNBJ82C
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L.S.



Handwritten signatures and initials: "pon" and "Yin Feng" (Yin Feng's signature) are visible at the bottom right of the page.

CONTRACT FOR PURCHASE-SALE OF THE GOODS No. 19/09/20

20 of September 2019

Vilnius

TECHNICAL SPECIFICATIONS

Glass-glass modules laminator

1. Purpose: laminator to laminate different thicknesses glass-glass pv (photovoltaic) modules.

2. Quantity: 1 (one) equipment.

Technical – technological requirements:

No.	Technical characteristic or parameter	Requirements
1. General characteristics		
1.1	Power supply	3phases, 5wires AC 380V 60Hz
1.2	CDA pressure	0.7 - 0.8Mpa
1.3	Air flow	≤800 L/min
1.4	Dimension	Maximum: 21000x3400x2200 (without cooling press)
1.5	Weight	<29 T
1.6	Weight load per 1 m ²	≤1200Kg/sq.m
1.7	Process chambers	Not less than 2
1.8	Chamber characteristics	First chamber: must be able to reach vacuum performance - < 0.8 mbar, second chamber: equipped with vacuum pump. Both lamination chambers (with suitable vacuum pump) should be able to work independently to complete the full cycle of lamination.
1.9	Laminate thickness	Minimum up to 16mm
1.10	Lamination cavity	Minimum up to 25mm
1.11	Number of modules to laminate	4 modules of 72pcs cells 5 modules of 60 pcs cells
2. Process parameters		
2.1	Cycle time	Not longer than 9.5 min/cycle
2.2	Temperature	30°C-180°C Uniformity: ±1.5°C, accuracy: ±1°C, range: 30°C-180°C
2.3	Vacuum time	5 - 8min
2.4	Uptime	≥98%
2.5	Auto Teflon sheet cleaning	Efficient cleaning system for Upper & Lower Teflon Sheet - a vacuum system which sucks loose dust on the sheet after brushing. Residual EVA & Dust are collected by Industrial Vacuum Cleaners to keep the machine clean, avoid the rubbish falling down

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2.6	Teflon sheets Synchronization	Upper chamber with auto rotating Teflon sheet to synchronize with down Teflon sheet to integrate with Auto Production line
2.7	Glass-glass lamination	Possibility to laminate with metal frames around the module
2.8	Pin Lift System	Equipment should have an option to add pin lifting system with ≤ 18 pins per one module
3. Control and monitoring of the equipment		
3.1	Control system	independent control system of temperature/vacuum/pressure for 2 chambers
3.2	Lamination recipe	Recipes to laminate double glass polycrystalline, monocrystalline and bifacial modules consisting of 2, 2.5, 3, 4, 5 and 6mm thicknesses glasses using POE lamination foil
3.3	Connectivity	To be able to connect with other equipment, conveyor system
4. Requirements for security		
4.1	Facility requirement	Environment Temperature) : 0~40°C Humidity : $\leq 60\%$ Floor Loading : $\geq 1000\text{kg/m}^2$ Altitude : $\leq 2000\text{m}$
4.2	Noise level	$\leq 72\text{db}$
4.3	Safety pins	Laminator must have safety pins to lock the upper chamber, before going under the cover. This is mechanical safety for the operator while maintenance.
5. Additional requirements		
5.1	Equipment installation, commissioning, training	Necessary
5.2	Certificate	CE (Conformité Européenne) certificate to be provided for equipment
5.3	Documents	In English
5.4	Warranty and post-warranty	1 year warranty and post-warranty service
5.5	Extra parts	Two additional vacuum pumps should be added to the equipment for the maintenance
5.6	Equipment should be cover with two colours	White and blue RGB #69C9CE, C55M0Y21K0, Pantone 319C, Pantone 319U
5.7	Equipment	New, unused

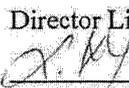
Buyer

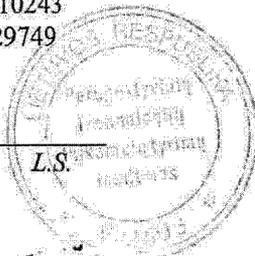
VSI Perspektivinių technologijų taikomųjų tyrimų institutas

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Legal entity code 300129749

Director Lina Kygiene


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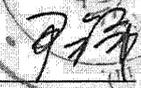
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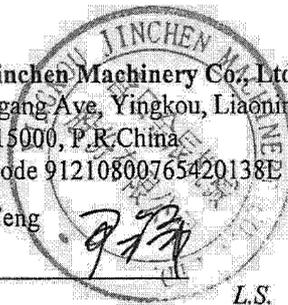
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