

## **Joint Venture Agreement**

**between**

**UAB „AMPUS” (Lithuania)**

**and**

**AERO-GSE sp.z o.o. (Poland)**

**„Purchase of special purpose vehicles for Lithuanian army air forces aviation base“(LITHUANIA)**

**2015-08-14 No.**

*54T-15/079*

**UAB „AMPUS”**, represented by Director Marius Venckus, acting Bylaws of the Company, and **AERO-GSE sp.z o.o.**, represented by Sales Representative Andriy Sheletytskyy, acting Bylaws of the Company,

The following are the PARTNERS:

- a) Taking into consideration the peculiarities of the work;
- b) The total combined efforts, material and intellectual resources for participation in a tender for „Purchase of special purpose vehicles for Lithuanian army air forces aviation base” announced by VI “Lietuvos kariuomenė” (PURCHASER), which will take place on 18 of August 2015, concluded an agreement on joint activities.

### **I. GENERAL PROVISIONS**

1.1. The main goal of the PARTNERSHIP- to participate in a tender for „Purchase of special purpose vehicle for aircraft toilet service“ (further - SUPPLY) announced by the PURCHASER, to win the tender and successfully realize the SUPPLY.

1.2. Taking into account the agreement, each partner will act as equal participant of the Agreement, under the leadership of the company **UAB „AMPUS”**, appointed as a Responsible Partner by agreement of the Parties and the Responsible Partner is authorized to act on behalf of PARTNERS. The director of **UAB „AMPUS”** Marius Venckus is authorized to sign and submit all the necessary documentation for the SUPPLY tender.

1.3. The Responsible Partner is authorized to operate activities of business partners, associated to a given procurement: obtain and submit a guarantee of proposal and contract (if required), to sign the contract on behalf of the PARTNERS, under the basis of Joint Venture Agreement. Also to submit invoices for payment, as well as all required reports regarding the performance of payment, to accept payments from PURCHASER on the basis of contract, as well as to make all the necessary preparations execution of SUPPLY, operational management, coordination of all supply and execution phases and financial control.

1.4. Any dispute obligations arising from the SUPPLY contract with the PURCHASER, including the payment will be made via the Responsible Partner.

1.5. All the PARTNERS of Joint Venture Agreement - individually and together in solidarity – responsible to the PURCHASER for any resulting liabilities and obligations of a contract for the purchase, including, but not limited to cash.

1.6. Partners, selected by this Agreement, cannot be replaced or supplemented without written acceptance of the PURCHASER.

### **II. RESPONSIBILITIES OF PARTNERS**

2.1. The main techno-economic proposals are harmonized in advance by PARTNERS and PARTNERS undertakes to inform each other of any changes at all realization stages of SUPPLY.

2.2. Partners undertake to use their own experience and the availability of materials, as well including obtained during the performance of the contract period, and international agreements, at all realization stages of the SUPPLY.

2.3. Partners commit not to enter into a contract with third parties for implementation of the SUPPLY without an agreement with other PARTNERS.

2.4. Partners have agreed in advance on the distribution works the SUPPLY as following:

**2.4.1. AERO-GSE sp.z o.o. obligates:**

2.4.1.1. To supply special purpose vehicle for aircraft toilet service which would correspond to the requirements of technical specification for special purpose vehicle for aircraft toilet service truck for the tender.

2.4.1.2. To provide all the necessary documentation related the scope of SUPPLY.

**2.4.2. UAB „AMPUS” obligates:**

2.4.2.1. To organize the general management of the contract including the contact with the PURCHASER;

2.4.2.2. To prepare and submit the proposal with all the necessary documentation.

2.4.2.3. To conduct all negotiations with the PURCHASER after agree with the Partner;

2.4.2.4. To ensure the cooperation of all participants of the SUPPLY in optimal organization scheme;

2.4.2.5. To analyze and share information regarding the SUPPLY;

2.4.2.6. To supply electric platforms truck in accordance to technical specification for heat exchanger issued for the tender for the SUPPLY;

2.4.2.7. To deliver goods DDP PURCHASER;

2.4.2.8. To sign the main contract after agree with the Partner;

2.4.2.9. To obtain and provide proposal and contract performance guarantee to the PURCHASER (if required);

2.4.2.10. If the circumstances change during the execution of the SUPPLY, the scope of work and the distribution provided in section 2.4 of this Agreement may be changed in an appropriate manner, under the general agreement of PARTNERS.

### III. SPECIAL CONDITIONS

3.1. Partners obligate to protect the confidentiality of data in the process of organizing and operating the SUPPLY. Such data could be any data, transferred by one of the Partner to any other, as the knowledge about the technology, equipment specifications, installation design solutions, structures, facilities, infrastructure, environmental studies, and other technical data that are relevant to the conclusion of the contract, the most important cost and performance reports, and other technical data provided by each of the Partners as being confidential. In addition, confidential data are those data, which were obtained by PARTNERS from the Client or subcontractor.

3.2. All tendering, design, organizational, financial control and other results obtained in the process of the SUPPLY must not be published, or in any other manner transferred to the side, participating in mentioned tender for the SUPPLY as a competitor, without an agreement of Partner.

3.3. The only directly associated, with the performance of the SUPPLY, employees will be familiarized with forwarded information.

3.4. The technical and other solutions, performed for the implementation of the SUPPLY can be patented, have a manufacturer's trademarks and brand names. Everything that will be used for the completion of the SUPPLY, parts products and materials used under the contract cannot be treated as takeover of proprietary rights, registered brands and copyrights and all rights will remain full and rightful to owners.



3.5. The Responsible Partner is in charge against the PURCHASER for non-performance or improper performance of its obligations under the main contract, but that does not eliminate the liability of **AERO-GSE sp.z o.o.** in that ways, when the liability omitted or incorrectly performed on the fault of **AERO-GSE sp.z o.o.**

#### IV. CONTRACT DURATION AND OTHER PROVISIONS

4.1. This Agreement is effective from the moment of signing and is valid until the completion of the SUPPLY, in which case, if the Partners of Joint Venture Agreement wins a tender announced by PURCHASER.

4.2. If the Partners lose the tender announced by PURCHASER, the Agreement on joint activity loses its power since the report about the defeat is received from the PURCHASER.

4.3. Two confirmed and signed by Parties copies of contract.

#### V. DETAILS OF PARTIES

##### **UAB „AMPUS”**

Company ID: 303207135

VAT code: LT100008228312

IBAN: LT567300010137791137

Bank: AB bankas Swedbank

Address: Savanorių pr. 219, Vilnius, Lithuania

##### **AERO-GSE sp.z o.o.**

Company ID: 0000420910

VAT code: PL9542737813

IBAN: PL 83 1050 1214 1000 0023 6269 6581

Bank: ING Bank Śląski S.A. o/Katowice,

Address: 3 Mickiewicza str, Katowice, POLAND

##### **On the behalf of UAB „AMPUS”**

Director

Marius Venckus



##### **On the behalf of AERO-GSE sp.z o.o.**

Sales representative

**Andriy Sheletytskyy**

Andriy Sheletytskyy

specjalista ds. sprzedaży

**AERO-GSE sp.z o.o.**

##### **AERO-GSE sp.z o.o.**

ul. Balicka 100, 30-149

Kraków, Polska

KRS 0000420910

NIP 954-27-37-813

REGON 242940276