

PRELIMINARY CONTRACT FOR SALE AND PURCHASE OF THE PRODUCTS

2 June 2016 No. KPS- 364
Vilnius

Lithuanian Armed Forces, code 188732677, Šv. Ignoto g. 8, LT-01144 Vilnius, Lithuania represented by Commander of Logistics Command of the Lithuanian Armed Forces Col. Sigitas Mundris, acting under the official powers granted by the Order of the Commander of Lithuanian Armed Forces of 1 April 2015 No.V-409 (hereinafter referred to as the **Buyer**) and **NFM Production Sp z o.o.**, legal entity code 0000230372, Slupska str. 1D, PL-84-300 Lębork, Poland, represented by Member of the Board of NFM Production Sp z o.o. Hanna Torbicka (hereinafter referred to as the **Seller**), both hereinafter referred to collectively in this Preliminary Contract as the "Parties" and each individually as the "Party", in accordance with the Law of the Republic of Lithuania on Public Procurement, have entered into the present Preliminary Contract for Sale - Purchase of the Products, hereinafter referred to as "Preliminary Contract", and agreed on the following terms and conditions.

1. TERMS

1.1. The terms used in the contract:

1.1.1. **Procurement Contract** shall mean the sale - purchase contract concluded between the **Buyer** and the **Seller** in accordance with the provisions of the Preliminary Contract.

1.1.2. **Preliminary Contract** shall mean a contract concluded between the **Buyer** and the **Seller**, which is aimed at establishing the conditions for Procurement Contracts to be concluded during the period of validity of the Preliminary Contract.

1.1.3. Product Prices shall mean the **Seller's** offered prices of the products referred to in Annex 1 to the Preliminary Contract "Product prices and preliminary amounts" (hereinafter referred to as Annex 1), which cannot be increased by submitting proposals for a specific quantity of the products.

2. SCOPE AND OBJECT OF THE PRELIMINARY CONTRACT

2.1. Under the Preliminary Contract, the **Buyer** and the **Seller** agree to establish the conditions under which, during the period of validity of the Preliminary Contract and under the procedure established in the Preliminary Contract, the Parties will be able to conclude the Procurement Contracts for **the equipment products** (hereinafter referred to as the products) which are specified in Annex 1 to the Preliminary Contract and are in conformity with the technical requirements of Annex 2 to the Preliminary Contract "Technical specification of the equipment system" (hereinafter referred to as Annex 2).

2.2. The **Buyer** shall be under no obligation to purchase the total quantity of the products specified in Annex 1 to the Preliminary Contract.

2.3. The **Seller** undertakes to:

2.3.1. during the period of validity of the preliminary contract, to conclude with the **Buyer** a **Procurement Contract**, in accordance with this Preliminary Contract and annexes thereto, and properly perform the Preliminary Contract as well the Procurement Contracts concluded;

2.3.2 upon the conclusion of the first Procurement Contract for the relevant products, to agree upon and approve the working samples of the products (2 copies, one to the **Buyer** and another to the

Seller), which would be in line with the terms and conditions of the relevant Procurement Contract and annexes thereto, and to present the operating/maintenance manuals and the quality assurance plan prepared in accordance with AQAP 2105 or ISO 10005 standard. The working samples, the operating/maintenance manuals and the quality assurance plan shall be valid for the entire of the period of the Preliminary Contract and shall apply to each Procurement Contract entered in to in accordance with the present Preliminary Contract. The working samples may be subject to re-approval during the period of validity of the Preliminary Contract;

2.3.3. during the period of validity of the preliminary contract, to maintain the organizational and technical ability and capacity, which would be no worse than at the moment of signing the Preliminary Contract. Should the **Buyer** receive information, during the period of validity of the Preliminary Contract, that the **Seller** is unable to meet the minimum qualification requirements established in the open tender documents, the **Buyer** may ask the **Seller** to provide the documents as a proof of compliance with the qualification requirements referred to in the open tender documents. Upon evaluation of the submitted documents and having established that the **Seller** does not meet the applicable qualification requirements, the **Buyer** shall be entitled to terminate the Preliminary Contract.

3. PRICES OF THE PRODUCTS

3.1. Product Prices are set forth in Annex 1 to the Preliminary Contract. The prices of the products shall include all the costs and taxes related to the sale of the products (excluding value added tax). The Product Prices referred to in Annex 1 to the Preliminary Contract shall remain fixed for the entire period of validity of the Preliminary Contract, except in the case provided for in Clause 3.2 of the Preliminary Contract.

3.2. The Products shall be supplied under the Procurement Contract, entered into during the period of validity of the Preliminary Contract, at the prices specified in Annex 2 to the **Procurement Contract**.

4. PROCEDURE OF CONCLUSION OF THE PROCUREMENT CONTRACT

4.1. During the period of validity of the Preliminary Contract, the **Buyer** shall be entitled to submit the order for the products to the **Seller** and award the Procurement Contract to the Seller. The order shall specify: name of the products, amount of the products, order date, other information requested to be provided by the **Seller**.

4.2. The **Buyer** undertakes to place the order to the **Seller** by CVP IS means of correspondence.

4.3. The **Seller** undertakes to confirm, no later than within three (3) business days by CVP IS means of correspondence, that it agrees to enter into the Procurement Contract on the basis of the order submitted by the **Buyer**.

4.4. The **Seller** agrees to arrive to sign the Procurement Contract with the **Buyer** on the date specified thereby.

4.5. Should the **Seller** refuse, by CVP IS means, to enter into the Procurement Contract for the ordered products with the Buyer, the **Buyer** shall be entitled to terminate the Preliminary Contract.

5. NOTIFICATIONS

5.1. Unless otherwise specified, the **Parties** to the Preliminary Contract shall provide each other with written notifications.

5.2. Notifications of the Parties to the **Contract** shall be considered as have been submitted in writing provided they have been submitted by mail, fax, e-mail, delivered by hand at the addresses

indicated in the contract by the **Parties** to the contract. Should the addressee report a different address, the documents must be delivered to this new address. If the addressee has not reported a different address in its notification, the reply shall be sent to the same address, to which the notification has been sent.

5.3. If the sender requires acknowledgment of receipt, it shall indicate such a requirement in the notification sent.

6. VALIDITY OF THE PRELIMINARY CONTRACT

6.1. The Preliminary Contract shall enter into force upon signature thereof by the Parties.

6.2. The Preliminary Contract shall be valid for **four (4) years**, unless it shall be terminated on the grounds referred to in Clause 7 of the Preliminary Contract.

7. TERMINATION OF THE PRELIMINARY CONTRACT

7.1. The Preliminary Contract may be terminated:

7.1.1. by a written agreement between the **Parties**;

7.1.2. in case the force majeure circumstances take longer than one (1) month and the **Parties** fail to sign an additional agreement on amendment of this Preliminary Contract, allowing the **Parties** to continue to fulfil their contractual obligations.

7.2. **The Buyer**, by at least five (5) days' written notice to the **Seller**, shall be entitled to unilaterally terminate the Preliminary Contract, provided that:

7.2.1. during the period of validity of the Preliminary Contract the **Seller** refuses in writing or does not arrive by the established deadline to sign any one of the **Procurement Contracts** under the terms and conditions referred to in Annex 3 to the Preliminary Contract "Draft Contract for Sale - Purchase of the Products" (hereinafter referred to as Annex 3);

7.2.2. if at least one of the **Procurement Contracts** is terminated on the grounds referred to in Clauses 9.2.1 to 9.2.7 of the general part of the **Procurement Contract**, before expiry of the period of validity of the Preliminary Contract;

7.2.3. The **Seller** fails to fulfil the obligations referred to in Clause 2.3 of the Preliminary Contract;

7.2.4. The **Seller** makes an offer of the products at the prices that are higher than the prices specified in Annex 1 to the Preliminary Contract.

7.3. Upon termination of the Preliminary Contract on at least one of the grounds referred to in Clauses 7.2.1 to 7.2.4 of the Preliminary Contract, the **Seller** shall, within seven (7) working days from the date of termination of the Preliminary Contract, pay the **Buyer** the pre-agreed minimum damages in the amount of **EUR 50 000 (fifty thousand euro, 00 cents)**, but not in excess of the total value of the outstanding obligations under the Preliminary Contract.

7.4. Payment of the minimum damages pre-agreed between the Parties shall not release the **Seller** from the obligation to fully reimburse the damages incurred by the **Buyer** due to the **Seller's** defective performance of the Contract.

7.5. The termination of the Preliminary Contract shall not affect the performance of any of the Preliminary Contracts in force, which had been concluded prior to the termination of the Procurement Contract.

8. FORCE MAJEURE

8.1. Neither of the Parties shall be liable for the partial or complete failure to fulfil its obligations, if it proves that the obligations have not been fulfilled due to force majeure.

8.2. A Party, which is unable to meet its obligations due to force majeure, must immediately, but no later than within ten (10) days from the occurrence or finding out of the circumstances, inform the other Party thereabout in writing.

8.3. The force majeure circumstances shall refer to the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania, and the Regulations for exemption from liability in the case of force majeure, approved by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996.

9. DISPUTE SETTLEMENT PROCEDURE

9.1. The Contract shall be concluded and shall be construed in accordance with the law of the Republic of Lithuania.

9.2. All and any disputes or disagreements with regard to the Preliminary Contract, which have arisen between the **Buyer** and the **Seller**, shall be settled by negotiations, and in case of failure to resolve the dispute, they will be examined in the court of the Republic of Lithuania in accordance with the laws of the Republic of Lithuania, according to the place of the **Buyer's** registered office.

10. INFORMATION ON SUBCONTRACTORS

10.1. **Subcontractors:** K2 Kryszewski Wojciech and Mieczysław Gniedziejko, Zakład Pracy Chronionej Produkcja odzieży ochronnej i roboczej "Migra".

10.2. Where the subcontractor(s) specified in the Contract go(es) bankrupt or refuse(s) to supply the Goods set out in the Contract, they may be replaced with other subcontractor(s). The application for the replacement of the subcontractor established in the Contract with other subcontractor shall be filed with the Customer in writing specifying the grounds for such replacement. The new subcontractor shall comply with all the qualification requirements established in the terms of the public tender on the basis of which this Preliminary Contract has been signed and submit all the supporting documents.

10.3. The replacement of the established subcontractor with other contractor shall be executed in writing.

11. FINAL PROVISIONS

11.1. The Preliminary Contract is concluded in the Lithuanian and English languages, in quadruplicate - two copies for each Party. In case of any differences in interpretation of the Preliminary Contract, preference must be given to the text of the Preliminary Contract in the English language.

11.2. Neither of the Parties shall be entitled to assign to a third party the rights and obligations under the Preliminary Contract, without the prior written consent of the other Party.

11.3. During the performance of the Preliminary Contract, the manufacturer of the products referred in Annex 1 to the Preliminary Contract may be subject to change. The change shall be documented in writing, upon the Seller's submission of the documents to the Buyer, showing that the products meet the requirements specified in the technical specifications of the relevant product, submitted in Annex 2 to the Preliminary Contract, and upon joint approval of the product's working sample.

11.4. All annexes to this Preliminary Contract shall form an integral part of the Preliminary Contract:

Annex 1 "Product prices and preliminary amounts", 1 page;

Annex 2 "Technical specification of the equipment system", 32 pages;

Annex 3 "Draft Contract for Public Procurement of the Products", 14 pages;

Annex 4 "Terms of delivery of the parts of the equipment system and quantities of the products applicable to the first contract concluded on the basis of the preliminary contract", 1 page.

11.5. Terms and conditions of the Preliminary Contract shall not be subject to change during the period of validity of the contract, except the terms and conditions of the contract, the change whereof would not violate the principles and objectives set forth in Article 3 the Law on Public Procurement, provided the consent of the Public Procurement Office with such changes to the terms and conditions has been obtained. The changes to the terms and conditions of the Preliminary Contract shall not be considered the adjustment of the terms and conditions of the contract in the circumstances provided therein, provided that those circumstances have been clearly and unambiguously specified in the tender documents.

12. Buyer's details

Lithuanian Armed Forces

Code 188732677

VAT payer code LT 403298716

Šv. Ignoto 8, LT-01144 Vilnius

Account No. LT48 7300 0100 0246 0179

Swedbank, AB

Correspondence, documentation shall be sent to:

Material Resources Department of the Armed Forces, Savanorių pr. 8, LT-03116 Vilnius

Contact person for the performance of the contract:

Vida Pošiūnienė, Material Resources

Department of the Armed Forces, Clothing and Soldier Systems Division, tel. +370 5 278 5226

e-mail: Vida.Posiuniene@mil.lt

13. Seller's details

NFM Production Sp z o.o.

Code PL8392934769

Org. No.

0000230372 Slupska str.1D, PL-84-300 Lębork, Poland

Phone: +48 59 848 41 41

Fax: +48 59 848 41 40

Bank: mBank SA Senatorska str. 18 PL-00-950 Poland skr. Poczтова 728, *WARSZAWA*

SWIFT: BREXPLPWKOS

IBAN (EUR): PL23 1140 2118 0000 2420 9200 1002

Contact person for the performance of the contract:

Agnieszka Chodakiwska,

phone.+48 785 330 028; +48 59 848 41 70

e-mail: agnieszkach@nfm.no

BUYER

Lithuanian Armed Forces

Lithuanian Armed Forces
Commander of Logistics

Col. Sigitas Mundris

SELLER

NFM Production Sp z o.o.

NFM Production Sp z o.o.

CZŁONEK RADY
Command Board Member

Hanna Torbicka
Hanna Torbicka



2 June 2016

Annex No.

1 to the Preliminary Supply - Purchase Contract No. KPS-364

PRODUCT PRICES AND PRELIMINARY AMOUNTS

No.	Product name	Unit of measurement pcs.	Preliminary amount of the products for 3 years* Units of measurement	Unit of measurement price, EUR (excluding VAT)	Product manufacturer (country, company)
1	Backpack of the equipment (large capacity)	pcs.	24 000	224.80	NFM Production Sp z o.o. (Ltd.) Poland
2	Vest of the equipment	pcs.	24 000	81.80	NFM Production Sp z o.o. (Ltd.) Poland
3	Pouch - bag for ammunition of a medium machine gun	pcs.	6 000	25.61	NFM Production Sp z o.o. (Ltd.) Poland
4	Underbarrel grenade launcher grenade pouch	pcs.	6 000	11.00	NFM Production Sp z o.o. (Ltd.) Poland
5	Pouch for two magazines of automatic weapons	pcs.	96 000	12.00	NFM Production Sp z o.o. (Ltd.) Poland
6	Hand grenade pouch	pcs.	48 000	10.00	NFM Production Sp z o.o. (Ltd.) Poland
7	Radio station pouch	pcs.	6 000	10.75	NFM Production Sp z o.o. (Ltd.) Poland
8	Gas mask pouch	pcs.	24 000	19.50	NFM Production Sp z o.o. (Ltd.) Poland
9	Individual medical pouch	pcs.	24 000	16.13	NFM Production Sp z o.o. (Ltd.) Poland
10	Pistol pouch	pcs.	6 000	19.00	NFM Production Sp z o.o. (Ltd.) Poland
11	Pistol magazine pouch	pcs.	12 000	4.80	NFM Production Sp z o.o. (Ltd.) Poland
12	Smoke grenade pouch	pcs.	24 000	10.14	NFM Production Sp z o.o. (Ltd.) Poland

*The specified amount of the products are preliminary, the Buyer shall be under no obligation to purchase them throughout the entire period of validity of the Preliminary Contract.

BUYER

Lithuanian Armed Forces

Lithuanian Armed Forces
Commander of Logistics

Col. Sigitas Mundris

SELLER

NFM Production Sp z o.o.

NFM Production Sp z o.o.
Command Board Member

Hanna Torbicka

2 June 2016
Annex No.

2 to the Preliminary Supply - Purchase Contract No. KPS- 364

TECHNICAL SPECIFICATIONS OF THE EQUIPMENT SYSTEM

I. GENERAL PROVISIONS

1. The equipment system (hereinafter referred to as the equipment) shall mean an individual carrying equipment for carrying the loadout; it must be designed for transporting/carrying weapons and other multi-purpose equipment (loadout), required for the performance of the military tasks and functions. Depending on the task and situation, a soldier must be able to individually change (compose) the equipment's components.

2. The equipment has to be ergonomic, designed for comfort of movement, comfortable for a soldier to wear, designed for use in military applications in different seasons and in different climatic conditions. The equipment must remain functional at ambient temperatures from -40°C to +50°C.

3. The equipment shall consist of the following main components (elements):

- 3.1. Small-capacity equipment backpack (marching backpack);
- 3.2. Large-capacity equipment backpack;
- 3.3. cover for a backpack (white);
- 3.4. vest;
- 3.5. duffel bag;
- 3.6. pouches attached to the vest and/or belt.

4. The equipment elements must comply with the technical requirements specified in this technical specification. The equipment system elements are depicted in Annex 1.

5. The equipment must be made of materials that are in conformity with the technical parameters provided in tables 1 to 7.

6. The equipment system colour must comply with the colour code 6003 (*olive green*), according to the RAL colour chart.

7. The tables of measurements of the equipment components have to be jointly approved during joint approval of the working samples. Along with the working samples, the Supplier must provide the Buyer with the equipment components' measurement tables with drawings (or schemes).

8. The Supplier must provide the Buyer with the operation - maintenance manuals (in Lithuanian and English) for joint approval, along with working samples. The manuals must contain the information about operation, maintenance and storage of a product.

9. For joint approval of the working samples, the Supplier must present in two (2) identical products (of each element presented in the order). One product shall be returned to the Supplier after the approval.

10. The equipment components can be purchased as separate items.

11. The equipment must not adversely affect the functional properties of the soldier's clothing worn together with the equipment, such as thermal insulation, moisture transport (evaporation, drying, absorption), protection from wind and water.

12. The equipment's fastening/unfastening and opening/closing units must function even if affected by dirt and/or snow.

13. A universal mounting system - PALS webbing straps - must be used for attachment of the pouches to the equipment vest and backpack.

14. Materials and accessories, used in the manufacture of equipment components must be new, of good quality and ensure the functioning of equipment components as intended for their entire life cycle. (not less than 5 years of active use for the intended purpose; warehousing of at least 10 years).

15. Tolerances of 2% are permitted, unless otherwise provided for in the specification.

II. TECHNICAL REQUIREMENTS FOR A SMALL-CAPACITY EQUIPMENT BACKPACK (MARCHING BACKPACK)

16. The backpack's sketch is depicted in Annex 1, Figure 1. The backpack must comply with the requirements of NSN 8465-43-001-6883 code (or be equivalent).

17. The equipment backpack colour: as specified in Clause 6.

18. The backpack must include:

- body (main backpack of the capacity of $35 \pm 2 \text{ dm}^3$ (excluding the added piece of fabric))
- with an aluminium frame and lid - 1 pc.;
- detachable side pouches - 2 pcs.;
- a pair of backpack shoulder straps - 1 pc.;
- backpack lap belt - 1 pc.

19. The backpack's own weight (dry, with a cover, with a frame, with side pouches) must not exceed 2.5 kg.

20. The backpack has to be made of fabric covered with hydrophobic polymer film, whose technical parameters are shown in Table 1.

21. The backpack has to be single-compartment with a removable frame, housed in the back wall.

22. The frame has to be durable (not prone to breaking in active operation), lightweight, removable. Must ensure ergonomic resting of the backpack, replication of the back's curve, reduction of load on the spine.

23. The backpack must be fitted with a lid securely sewn to the body. The lid on the upper part must have a bellows pocket for personal items, made from the exterior fabric. The pocket height shall be at least 21 cm and the width - at least 27 cm, the depth - 5 cm ($\pm 0.5 \text{ cm}$). The pocket is closed with a coil zipper (with concealed teeth). A zipper is covered with a surround. For easy opening and closing of the zipper, fabric strip inserts (2.5 cm-wide) must be made, attached to both sides of the pockets, on both ends of the surround.

24. The back part of the backpack lid has to be lined (from the supporting fabric).

25. The back part of the lid has to have a transparent pocket with a mesh for writing the soldier's family name and other information on it. The pocket size shall be 17x9 (± 0.5) cm. The pocket shall be closed on the side with a metal snap fastener, affixed to the fabric strip (2 cm-wide).

26. A rectangular loop side piece of a Velcro fastener (15.5x7.7 cm (± 0.5 cm)) has to be attached to the front part of the lid.

27. Sides of the lid are made in a single-layer exterior fabric. Their edges must be surrounded with a stretched elastic strap, by gathering the edges.

28. The lid is fastened using two side-release buckles. Parts of the side-release buckle are affixed to a length-adjustable fabric strap, passing through two pairs of fabric strap loops sewn to the backpack's body. The fabric strap is guided through the length adjusters, fixed to the front seam on the backpack's bottom, and is attached to the back seam of the backpack's bottom. The length of the fabric strap must allow fixing a sleeping bag or a mat to the bottom of the backpack.

29. The backpack shoulder straps have to be height-adjustable. In the back part of the main section of the backpack (body), the mechanism of adjustment of height of shoulder straps and fixing of the frame must be enclosed in an ergonomic padded piece with a padded "breathable" mesh that allows air circulation between the back and the backpack ("breathing").

30. The main backpack's body at the top is extended with an added piece of supporting fabric, at least 15 cm tall (Table 2), gathered with a drawstring with a cord lock.

31. The backpack's removable side pouches must be made of the exterior fabric. Each of them must be of the capacity of 8 (± 1) dm³.

32. The backpack's removable side pouches are attached to double-sided coil zippers (with concealed teeth), the pouches' sides are equipped with two adjustable-length side-release buckles, affixed with a 2 cm-wide fabric strip, for attaching pouches to the backpack.

33. Each side pouch is attached to the backpack with two coil zippers and side-release buckles.

34. The backpack's front wall must be equipped with PALS webbing straps system (5 rows).

35. The backpack's shoulder straps and the lap belt must be stable and designed so as to keep their shape. They must be padded with breathable mesh on the inside (Table 3).

36. The lap belt must be fastened with a side-release buckle affixed to a 5 cm-wide fabric strip. The belt must have PALS webbing straps (2 rows). The belt has to be removable. The mechanism of attachment of the lap belt to a backpack frame must be concealed under a padding. This padding must be at the lower central part of the soldier's spine - having fastened the belt and adjusted the height of the shoulder straps the loads are lifted from one's shoulders and distributed to the hips.

37. A handle made of 2.5 cm-wide strap must be stitched between the backpack's shoulder straps.

38. Shoulder straps must be length-adjustable at two points: at the top of the body shell and at the bottom of shoulder straps. A fabric strap (2.5 cm-wide), with stitches each 5 cm, must be stitched along the shoulder straps. A side-release buckle, for fastening shoulder straps on the front when carrying a backpack, must be attached through a removable adjuster and a 2 cm-wide fabric strap to the shoulder

straps. The fastened strap must not hinder the soldier's movements - it must be elastic, a 6 cm-long double elastic strap insert of the same width is stitched to the fabric strap.

39. The shoulder straps must be 8 cm-wide at the stitching area and get narrower below that. The curved design of the shoulder straps must meet the requirements of ergonomics.

III. TECHNICAL REQUIREMENTS FOR A WHITE COVER OF THE EQUIPMENT BACKPACK

40. The cover must be designed for covering the equipment backpack. The cover must be compliance with the requirements of NSN 8465-43-001-5173 code (or be equivalent).

41. The cover has to cover the equipment backpack with a sleeping bag or mat, fixed to the bottom of the backpack.

42. The cover's edge is gathered using an elastic strap with the adjuster. Ends of the elastic strap, having gathered and locked up using the adjuster, must not snag any nearby objects.

43. The cover must be made of the fabric conforming to the following requirements:

43.1. composition: polyamide with polyurethane coating offering protection against moisture;

43.2. colour: white;

43.3. technical parameters for the fabric are presented in Table 7.

IV. TECHNICAL REQUIREMENTS FOR THE EQUIPMENT VEST

44. The equipment vest (hereinafter referred to as the vest) must be used by a soldier to individually collect and attach the necessary pouches. It must comply with the requirements of NSN codes: Size M - NSN 8465-43-001-6890, Size L - NSN 8465-43-001-6888, Size XL - NSN8465-43-001-6889 (or be equivalent). The vest is depicted in Annex 1, Figure 2.

45. The equipment vest must be designed as to enable addition (connection, fastening) of a variety of equipment pouches as needed.

46. Equipment vest colour - as referred to in Clause 6.

47. A top part of the vest has to be made in the exterior fabric (Table 1). All other parts of the vest (upper back part, lining, and side parts with liner) are made of a strong knitted fabric mesh, whose technical parameters are shown in Table 4. The vest's front lining may be made in of the exterior fabric or mesh (agreed upon during joint approval of a working sample).

48. Front length (measured from the highest point of the shoulder) of the equipment vest has to be 54 ± 1.5 cm, and front width (fastened) has to be 102 ± 1.5 cm (for a person of 182 cm in height, with a chest circumference of 100 cm).

49. The width of the vest must be adjustable and allow putting it on, for a soldier wearing an armour vest on the field uniform's suit and jacket.

50. The width of the vest on the sides must be adjustable using 25 mm-wide fabric straps with length adjusters (in a minimum of 3 points on each side); the ends of the straps must be concealed, so that they would not snag the nearby objects and not interfere with the execution of tasks when having equipped the vest.

51. The vest has to be adjustable using Velcro fasteners and adjusters in the shoulder area. Velcro

fasteners have to be used for the vest's shoulder height adjustment, whose technical requirements are given in Table 9.

52. The vest's height adjustment mechanism in the shoulder area must be sturdy, lightweight, reliable, not to come lose when wearing the vest or making movements. The mechanism must not be too tight and restricting when wearing the equipment vest and a backpack along with it.

53. The vest's front must be adapted for insertion of a ballistic panel. The pocket for insertion of ballistic panels must be stitched to the right side (when worn) of the vest. The ballistic panel pocket is made in the exterior fabric. The pocket's width is 28 (± 0.3) cm and height is 36 (± 0.3) cm (measured from the highest point). The pocket is fastened with a Velcro fastener, along the entire right side of the pocket. When not in use, the pocket has to be concealed in the vest's front left pocket (made in mesh), fastened using the Velcro fastener in at least two locations on the pocket. A pocket for providing support to the ballistic panel pocket must be stitched to the right side. It is a pocket of special shape, with an extended angle which ensures sufficiently snug fit of the ballistic panel. The pocket is made in mesh, covering the edge hardened with plastic with an additional trimming made in fabric. The pocket is fastened with a metal snap fastener or a Velcro fastener when not in use.

54. It must be possible to insert a ballistic panel on the back of the vest as well (the panel has to be inserted from the top of the vest). Dimensions of the ballistic panel: 250x300x20 mm.

55. The vest must be closed on the front with a detachable coil zipper and three removable side-fastening buckles. The buckles are to be attached to the vest using fabric strips (2.5 cm wide). Right hand side belt straps must be length-adjustable.

56. Parallel to the closure of the vest, at its edge, inset pockets have to be made symmetrically on both sides, closed with coil zippers at least 17 cm-long (pocket pouch height - 28 cm, width - 20 cm). The inset pocket pouches have to be in waterproof supporting fabric (technical parameters are shown in Table 2).

57. The vest's outer surface, on the front, back and in the shoulder area, has to be covered with the PALS webbing straps system for attachment of pouches. The straps must be 25 mm in width, made in fabric, woven. All straps must be secured by sewing through, each 40 mm. The straps have to be 25 mm apart.

58. The distance between the fabric straps must not change along with the changing sizes of the vest.

59. The vest's back must be made of a double-layer mesh material (Table 4). The straps for attaching pouches must be attached to a single (outer) layer.

60. On the top of the vest's back, a pocket has to be formed with a 5.5 cm (± 0.2 cm) circular opening, strengthened with a 1.5 (± 0.2) cm-wide plastic insert, to accommodate a flask. At the bottom of the opening, parallel to the opening, 2 D-rings must be affixed to the edges. The round opening is covered with a rectangular patch, fastened with a 4.5 (± 0.5) cm-wide Velcro fastener. The patch must have four PALS webbing straps, the loop side (soft side) of Velcro fastener must be attached to it between the second and third straps.

61. Fasteners are attached to the bottom and the sides of the patch. The opening to accommodate the flask must be at the top of the vest, fastened with a Velcro fastener.

62. The following items have to be added to further enhance the functionality of the vest:

62.1. two loops from 20 - 25 mm-wide elastic strip affixed symmetrically on both sides of the

shoulder area;

- 62.2. one loop from 50 mm-wide elastic strip on each side next to the pocket zippers, parallel to the vest's front opening;
- 62.3. additional 25 mm-wide straps attached vertically on both sides, along with the edge of the recess of the sleeve, with one end stitched and another end pinned using a one-side snap fastener; straps for guiding through the clasps of Annex Clip type pistol pouches or BIANCHI INTERNATIONAL company UM84II model universal pistol pouch;
- 62.4. two frame-type fasteners (for a 20 mm-wide belt strap) attached symmetrically on the back strips of each side, for attaching the backpack's side pouch;
- 62.5. 20 mm-wide straps with side-release buckles, which have to be guided through 30 mm-wide elastic strap loops, attached symmetrically on both sides in the shoulder area, on the back side;
- 62.6. a handle stitched to the upper part of the back (on a 25 mm-wide strap). A fabric strip, from which a handle is formed, is sewn over the entire length of the back piece (on the inside of the back piece) to improve the durability of the handle. The handle is attached to the back part using a Velcro fastener when not in use.

63. On the front of the vest, at the top of the zipper, a loop side of the Velcro fastener has to be sewn to the PALS webbing strap. Just above the strap and just below the strap, additional loop sides of the Velcro fastener of the same width (25 mm) have to be sewn along the entire width of the front part.

64. The equipment vest must be fitted with 9 removable strap loops for fastening of the ammunition belt. The straps are 30 ± 1 cm long and 2.5 cm wide. The straps are fastened with a Velcro fastener and two snap fasteners.

65. The equipment vest must be made in accordance with the sizes given (Table 6).

V. TECHNICAL REQUIREMENTS FOR A DUFFEL BAG

66. A duffel bag (travel bag) is a bag of the volume of at least 80 dm³ for transporting loadout. It must comply with the requirements of NSN 8465-43-001-6891 code (or be equivalent).

67. The duffel bag is made in the exterior fabric whose technical parameters are provided in Table 1.

68. Colour - as provided in Clause 6.

69. The sketch of the duffel bag is depicted in Figure 1, Annex 14.

70. The duffel bag is fastened by a large coil zipper (tooth track width - 1 cm (± 0.1 cm)) at the top, in the center, over the entire length. The zipper is covered with a 3.5 (± 0.2 cm) wide patch. For comfortable closing/opening of the zipper, fabric strap loops, 2.5 cm in width and length, must be attached to both sides of the added piece.

71. The duffel bag may be carried by the hands. This require two pairs of handles made of fabric strap of 4.8 cm in width. One pair of handles is on the sides of the backpack, and the other - at the ends. Handles have to be comfortable when carrying - narrowed down to 2.5 cm (± 0.2 cm) by folding and stitching at their bending places. The pair of handles on the sides of the backpack has to have an added piece attached, which can be used to fasten the handles together to protect the hands from friction. The added piece is 11.5 (± 0.5) wide and 13 (± 0.5 cm) long. The added piece is fastened with a Velcro fastener.

72. It must be possible to carry the duffel bag as a backpack. The duffel bag must have length-adjustable shoulder straps. The shoulder straps have to be padded and at least 7 cm wide. The shoulder

strap length and height is adjustable using straps (2.5 cm) and length adjusters.

73. The upper part of the duffel bag below the shoulder straps must be padded. The padding is sewn between the exterior fabric and lining fittings, made from the supporting fabric.

74. The duffel bag must have 6 bellows pockets. The bottom of three pockets on the side of the duffel bag (pockets arranged over the entire lateral length and height) is half-oval shaped, 6.5 cm (± 0.5 cm) at its widest point. Pockets are fastened with coil zippers, the zippers are concealed with flaps. The central pocket must have a small plastic pocket for marking the soldier's name. The pocket's size is 11x8 cm (± 0.2 cm).

75. On the upper side of the duffel bag (when carrying the duffel bag as a backpack), a bellows pocket is formed over its entire width, fastened with a coil zipper that is covered with a flap. The pocket's height is 22 (± 1 cm) and depth is 4 (± 0.2 cm).

76. Two bellows pockets are formed on the lower side. One of them is 22 cm (± 1 cm) tall and 4 cm (± 0.2 cm) deep and 15 cm (± 0.5 cm) wide. The pockets are fastened with a coil zipper covered with a flap. Another bellows pocket is 15 cm (± 0.5 cm) tall, 7.5 cm (± 0.5 cm) wide and 4 cm (± 0.2 cm) deep. Pocket closed with a flap 8 cm (± 0.5 cm) wide, 14 cm (± 0.5 cm) tall, sewn into the side stitching seam of the top of the duffel bag. The pocket is fastened with a Velcro fastener of 5x5 cm (± 0.5 cm).

77. The duffel bag's bottom must be made in fabric covered with waterproof PVC coating (total surface density of the coated fabric is 650 ± 20 g/m² (here - the PVC coating's thickness is at least 450 g/m²), resistant to ambient temperatures (ranging from -30°C to +70°C). The part of the bottom covered with a waterproof and abrasion resistant coating, must run to the duffel bag's sides (4 cm (-0.5/+1 cm) to each side).

78. The duffel bag's seams and knots must be reinforced with special anchors, stress points strengthened with an additional fabric strap.

79. Reference dimensions of the duffel bag: bottom width 35 cm, length - 80 cm, duffel bag height - 31 cm.

80. The duffel bag's empty weight - 1.5 ± 0.2 kg.

VI. TECHNICAL REQUIREMENTS for equipment pouches

81. The following pouches are used in the equipment system:

- 81.1. Underbarrel grenade launcher grenade pouch.
- 81.2. Hand grenade pouch.
- 81.3. Smoke grenade pouch.
- 81.4. Radio station pouch.
- 81.5. Shovel pouch.
- 81.6. Gas mask pouch.
- 81.7. Pistol pouch.
- 81.8. Pistol magazine pouch.
- 81.9. Automatic rifle magazine pouch.
- 81.10. Light machine gun ammunition pouch.
- 81.11. Medium machine gun ammunition pouch.
- 81.12. Individual medical pouch

82. The pouches are attached to the equipment vest with a universal system of PALS webbing straps.
- 82.1. Ends of the straps have to be reinforced. Ends of the straps should not be pinned with snap fasteners - having intertwined the straps, the hardened end has to be guided and concealed behind the straps.
- 82.2. The concealed end must be taken out using fabric straps (straps must be with anti-skidding polymer finish): the hardened end is easily taken out by pulling them and the strap system is untwined.

83. The pouches must have metallised holes in the bottom center - for water removal (drainage).

84. The pouches must be made of fabrics, the technical parameters of which are provided in the Tables 1, 2 and 4.

85. All edges of the seams of all pouches must be covered with a fabric strip or strips in the exterior fabric to prevent fraying.

86. The pouches, which are attached to the ammunition belt in use by the LAF (NSN 8465-47-000-1894, 8465-47-000-5378, 8465-47-000-5379), shall be equipped with fastening elements with T-buckles. It is the double fabric strap 7 cm (± 0.5 cm) long and 2.5 cm wide with round cord loops tied to the loops formed at the ends (the double-loop length is 3.5 cm (± 0.2 cm)). A T-buckle is attached to one of the fabric strap loops. The fabric strap of the fastening element is reinforced with fixings each 3 cm.

87. The following pouches shall be attached to the ammunition belt: shovel pouch; gas mask pouch; hand grenade pouch; pistol pouch; light and medium machine gun ammunition pouches. One (1) T-buckle element for fixing each of these pouches to the vest using the PALS webbing strap must be included.

88. The colour of the pouches is as described in point 6.

89. Underbarrel grenade launcher grenade pouch.

- 89.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5166) (or be equivalent).
- 89.2. The pouch is depicted in Figure 3 of Annex 1.
- 89.3. The pouches must be suited for all 40 x 46 mm type grenades for "Heckler & Koch" 40 mm underbarrel grenade launcher AG-36, which are in use by the LAF.
- 89.4. The pouch must have two separate compartments for grenades. The compartments must be equipped with a plastic splint for stability and protection of grenades.
- 89.5. Each compartment must be fastened individually, woven straps, the adhesive fastener attached to it and plastic side-release buckles (lower fixing strap of the buckle is adjustable).
- 89.6. The pouch is attached to the vest using PALS webbing straps.

90. Hand grenade pouch.

- 90.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5176) (or be equivalent).
- 90.2. The pouch is depicted in Figure 4 of Annex 1.
- 90.3. The pouch has to be suited for carrying two hand grenades RGD-5 (NSN 1330-16-000-6574).
- 90.4. The pouch has to have a lid, fully covering and protecting a grenade.
- 90.5. The shape of the pouch lid must fully fit the shape of the pouch, and cover it by enshrouding

from the front and the sides.

90.6. The grenades must sit tightly in the pouch, without falling out.

90.7. The pouch must be securely fastened, it can be fastened by Velcro strap and a side-release buckle.

90.8. The pouch must be attached to:

90.8.1. the equipment vest using PALS webbing straps.

90.8.2. the ammunition belt.

91. Smoke grenade pouch

91.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5175) (or be equivalent).

91.2. The pouch is depicted in Figure 5 of Annex 1.

91.3. The pouch has to be adapted for use for a smoke grenade (NSN 1330-12-381-3764). The grenade's height is 13.5 cm and the diameter is 6.5 cm.

91.4. The pouch has to have a lid, fully covering and protecting a grenade.

91.5. The shape of the pouch lid must fully fit the shape of the pouch, and cover it by enshrouding from the front and the sides.

91.6. The grenades must sit tightly in the pouch, without falling out.

91.7. The pouch must be securely fastened, it can be fastened by Velcro strap and a side-release buckle.

91.8. The pouch must be attached to:

91.8.1. the equipment vest using PALS webbing straps.

91.8.2. the ammunition belt. The position of the pouches on the ammunition belt is secured using T-buckles.

92. Radio station pouch.

92.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5165) (or be equivalent).

92.2. The pouch is depicted in Figure 6 of Annex 1.

92.3. The pouch has to be universal: it must be possible to adjust the dimensions of the pouch using dedicated accessories.

92.4. The pouch has to be suitable for carrying hand-held radio stations Elsis L3501, PRC148, Motorola (the dimensions of the radio stations are given in the table below:

Name of the radio station	Height (cm)	Width (cm)	Thickness (cm)	Weight (kg)
Elsis L3501	21.7	7.6	4.4	0.8
PRC148	18.5	6.67	3.81	0.9
Motorolla	13.2	6.35	3.72	0.43

92.5. The pouch must be designed to offer protection from damage for the entire radio station held in it.

92.6. It must be possible to adjust the radio frequencies of the radio station without removing it from the pouch.

92.7. The pouch must be attached to the vest using PALS webbing straps.

93. Shovel pouch.

93.1. The shovel pouch is shown in Figure 7 of Annex 1.

93.2. The pouch has to be designed for accommodating a folding shovel (NSN 5120014767556).

93.3. The pouch must be attached to:

- 93.3.1. the equipment vest using PALS webbing straps.
- 93.3.2. the ammunition belt, the position on the ammunition belt being secured using T-buckles.
- 93.3.3. The pouch must be equipped with the reinforcement/liner - to replicate the form of a shovel.
- 93.3.4. Plastic liners have to be on the sides and back of the pouch. The supports must be securely fastened to the pouch with metal rivets.
- 93.3.5. The pouch lid must be fastened using a Velcro strap and a side-release buckle.
- 93.3.6. Protection must be offered for Velcro-based fastening to enable fastening of the pouch using the buckle only - to prevent noise from using the Velcro fastening.

94. Gas mask pouch

- 94.1. The gas mask pouch is depicted in Figure 8 of Annex 1. It must comply with the requirements of NSN 8465-43-001-6885 code (or be equivalent).
- 94.2. The pouch has to be designed for a gas mask (NSN 8465-47-000-5356) with two filters (NSN 4240-26-300-1600).
- 94.3. The pouch is made of the exterior fabric with lining made of the supporting fabric, the body must have an extension, at least 13 cm long, made of the supporting fabric. The extension is gathered by using a round drawstring with a cord lock.
- 94.4. The back wall of the pouch is padded.
- 94.5. The pouch lid covers the pouch fully. It is fastened using a Velcro fastener sized 4.8 x 17.5 (±0.5 cm) and with a length-adjustable side-release clip.
- 94.6. 2 D-rings have to be sewn to the bottom corners of the pouch.
- 94.7. The pouch has to be with a releasable (side-release clip) handle of adjustable length, made of a 2.5 cm-wide strap.
- 94.8. The handle must have a 4.8 cm-wide strap patch to prevent excess pressure.
- 94.9. The pouch must have separate compartments for an additional filter.

95. Pistol pouch

- 95.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5164) (or be equivalent).
- 95.2. The pouch is depicted in Figure 9 of Annex 1.
- 95.3. The pouch has to be designed to accommodate a 9 mm pistol Glock-17 (NSN 1005-21-905-1695).
 - 95.3.1. The pouch has to be versatile and suitable to accommodate the following pistols as well:
 - 95.3.1.1. a 45 calibre pistol Colt (M1911 (U.S. Army))
 - 95.3.1.2. 95.3.1.2. or a 9 mm pistol CZ-75
- 95.4. The pouch must be complete with the necessary accessories to make it possible to attach it (use for intended purpose) to the following:
 - 95.4.1. to the ammunition belt.
 - 95.4.2. Or to the equipment vest.
 - 95.4.3. Or to the leg (thigh).
- 95.5. The description of the design of the pouch:
 - 95.5.1. The pouch must be closed-type, design to accommodate a gun securely and completely. The pistol's handle may be covered only partially.
 - 95.5.2. The pouch has to be designed for open portability.
 - 95.5.3. It should be possible to fasten and unfasten the pouch with one hand.
 - 95.5.4. The pouch has to be of ambidextrous design.

- 95.5.5. The pouch design has to ensure that by fully inserting and/or removing the gun, the components ensuring the control of the gun and safety (e.g. the fuse position, fixing the gun's magazine, etc.) would not snag and would not be affected.
- 95.5.6. The materials used in the production of the pouch should ensure the strength of the pouch, to prevent deformation of the pouch during use.
- 95.5.7. The main position of the gun while carrying it is vertical, barrel down.
- 95.6. The manufacturer must provide a detailed pouch operating manual.

96. Pistol magazine pouch

- 96.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5167) (or be equivalent).
- 96.2. The pouch is depicted in Figure 10 of Annex 1.
- 96.3. The pouch has to be designed to accommodate the magazine of a 9 mm pistol Glock-17 (NSN 1005-21-905-1695).
- 96.4. The pouch must be completely covered by the lid of the pouch and keep the gun magazine protected from external mechanical influences.
- 96.5. The pouch width is adjustable using inserts of elastic strip on the sides of the pouch, using a Velcro strap, the pouch is designed to accommodate magazines of varying heights).
- 96.6. The pouch must be attached to the vest using PALS webbing straps.

97. Automatic rifle magazine pouch

- 97.1. The pouch has to be analogous to the pouch in use by the LAF (NSN 8465-43-001-5168) (or be equivalent).
- 97.2. The pouch is depicted in Figure 11 of Annex 1.
- 97.3. The pouch has to be designed to accommodate the 2 pieces of magazines (NSN 1005-12-338-1913) of the automatic rifle G36 (NSN 1005-12-375-9715).
- 97.4. The body of the pouch is made up of a double-layer exterior fabric. The round elastic string with an adjuster for adjusting the dimensions of the pouch has to be pierced through the fabric layers and the two pairs of metal holes, one pair on each side of the pouch. The string must be held in place by a 10 mm-wide fabric strap. Both ends of a round elastic strip must be connected by a single plastic tip (the tip's surface must be uneven), which protects against the fraying of the string and ensures comfortable grip of the string with fingers.
- 97.5. The pouch has to be designed with a removable and durable partition. The removable partition must be inserted to the middle of the pouch using Velcro fasteners. Using the adjustable elastic strap and the partition, the pouch can accommodate one or two magazines.
- 97.6. The shape of the pouch lid must fully fit the body of the pouch, and cover it by enshrouding from the front and the sides.
- 97.7. The pouch is fastened with a metal hook attached to the elastic strap. A woven strap has to be stitched on the elastic strap and a snap fastener fixed to it, plastic D-ring has to be stitched to the end of the strap that makes it easy to open the pouch by pulling the strap. A loop for hanging the metal hook has to be formed from a woven strap and stitched to the front pocket of the pouch. Metal hole must be embedded in the bottom center of the pouch.
- 97.8. The pouch is attached to the vest using PALS webbing straps.

98. Light 5.56 mm machine gun ammunition pouch (200)

- 98.1. The pouch has to be analogous to the pouch in use by the LAF.
- 98.2. The pouch is depicted in Figure 12 of Annex 1.
- 98.3. The pouch has to be designed to accommodate a 5.56 mm MINIMI machine gun ammunition (at least 200 pcs.) in a belt.

- 98.4. The pouch has to be designed for feeding an ammunition belt to the gun:
- 98.4.1.1. Detachment without fully opening of the pouch has to be possible: the right side has to be of a rigid construction, fortified with a plate. The plate with a curved edge aid must be held attached to the right hand side from the inside by rivets. The edges of the plate have to be rounded.
- 98.4.1.2. The plate must not interfere with the movement of strap - the strap should not touch the plate.
- 98.4.2. The pouch has to be of a closed type, fastened with a lid. The lid is fastened by a Velcro fastener and a plastic side-release buckle, the lower part of which must be adjustable using a zipper.
- 98.4.3. The pouch must not lose its shape (to prevent the rounds from getting stuck in the corners of the pouch).
- 98.4.4. The pouch must be protected from moisture (must have a moisture-resistant PVC lining from the inside).
- 98.4.5. The pouch must have a hole for water drainage at the bottom.
- 98.4.6. The pouch has to be designed to be attached to the ammunition belt and/or vest.

99. Medium (7.62 mm) machine gun ammunition (200) pouch

- 99.1. The pouch has to be designed to accommodate a 7.62 mm machine gun ammunition (at least 200 pcs.) in a belt.
- 99.2. The pouch has to be designed for feeding an ammunition belt to the gun:
- 99.2.1.1. Detachment without fully opening of the pouch has to be possible: the right side has to be of a rigid construction, fortified with a plate. The plate with a curved edge aid must be held attached to the right hand side from the inside by rivets. The edges of the plate have to be rounded.
- 99.2.1.2. The plate must not interfere with the movement of strap - the strap should not touch the plate.
- 99.2.2. The pouch has to be of a closed type, fastened with a lid. The lid is fastened by a Velcro fastener and a plastic side-release buckle, the lower part of which must be adjustable using a zipper.
- 99.2.3. The pouch must not lose its shape (to prevent the rounds from getting stuck in the corners of the pouch).
- 99.2.4. The pouch must be protected from moisture (must have a moisture-resistant PVC lining from the inside).
- 99.2.5. The pouch must have a hole for water drainage at the bottom.
- 99.2.6. The pouch has to be designed to be attached to the ammunition belt and/or vest.

100. Individual medical pouch

- 100.1. The pouch is depicted in Figure 13 of Annex 1.
- 100.2. The pouch front wall is covered with PALS webbing straps.
- 100.3. In the inside of the pouch there are pockets of mesh material (edges must be trimmed with a strip):
- 100.3.1. On the back wall, along the entire width of the back: a single pocket of 14.5 cm \pm 0.5 cm tall and another one 9.5 \pm 0.5 cm tall is stitched on it, which is equally divided into three sections, elastic strap loops are stitched to the top of this pocket (2.5 cm wide) (the total length of the strap is 13 \pm 0.5 cm).
- 100.3.2. The front wall: a bellows pocket (bottom depth of 2 \pm 0.5 cm) fastened with a Velcro fastener on the top (over the entire width of the pocket) is sewn to the entire

surface of the wall, a loop from the fabric strap (2 cm-wide) must be attached for opening of the pocket. 4 three-dimensional elastic strap loops are formed in the middle of the pocket.

- 100.3.3. A 30 cm \pm 1 cm long foldable inset is stitched to the inner side of the front wall (in the supporting fabric) with pockets: 10 (\pm 0.5) cm tall pocket along the entire length of the inset (15 cm \pm 0.5 cm) on which a 7.5 \pm 0.5 cm-tall uniform pocket is stitched. Above these pockets, a uniform 11.5 \pm 0.5 cm-tall pocket is formed, on which a 7.5 \pm 0.5 cm-tall pocket, divided into four equal compartments, is sewn.
- 100.4. The front and back parts of the pocket are connected with a round drawstring with a cord lock, which is guided through metal holes, rammed into the fabric strap inserts, arranged in the upper corners of the inner side of the pouch. The ends of the cord are connected using a plastic retainer.
- 100.5. Inside of the pouch, on the bottom, two loops of elastic straps (at least 8 cm in length) are formed.
- 100.6. The pouch is fastened with a two-way coil zipper, which is covered with a 2.5 cm \pm 0.2 cm added piece.
- 100.7. A fabric strap handle for carrying the pouch is formed on the top of it, which is fastened with a Velcro fastener when not in use.

VII. TECHNICAL REQUIREMENTS FOR A LARGE-CAPACITY EQUIPMENT BACKPACK

101. The backpack has to be analogous to the backpack in use by the LAF (NSN 8465-43-001-5174) (or be equivalent). The backpack's front and back images are presented in Figures 15 and 16.
102. Backpack colour - as provided in point 6.
103. The backpack must be designed to accommodate a loadout of at least 25 kg in weight. The backpack must include:
- body (main backpack - not less than 58.5 dm³ in capacity) with aluminium frame - 1 pc.;
 - lid - 1 pc.;
 - pocket for personal items (integrated in the body (sewn or attached)) - 1 pc.;
 - folding shovel pouch (integrated into the body (sewn or attached)) - 1 pc.;
 - detachable side pouches - 2 pcs.;
 - pair of backpack shoulder straps - 1 pc.;
 - backpack lap belt - 1 pc.
104. The backpack's own weight (dry, with the lid and frame removed) must not exceed 5 kg.
105. The backpack has to be made from the exterior fabric covered with a hydrophobic polymer film whose technical parameters are shown in Table 1.
106. The backpack has to be single-compartment, with a frame accommodated in the back wall.
107. The frame has to be strong (durable in active operation), and light. The backpack has to rest comfortably to the back area, to replicate the back's curve, and reduce the load on the spine.
108. The backpack (body) must be equipped with:
- Main backpack lid - 1 pc.;
 - Pockets for personal items - 1 pc.;
 - Folding shovel pouch - 1 pc.

109. The back side of the main compartment of the backpack (body) has to be lined with soft, breathable back and spinal curve supports, at the bottom of the backpack. Breathability is ensured by incorporation of a special padded mesh (the technical parameters of the mesh material are shown in Table 3). The padding and the mesh allow the air to circulate ("breathe") between the back and the backpack's body.

110. The inner side of the backpack's body has to be covered with a layer of the supporting fabric (technical parameters are shown in Table 2), providing an additional internal pocket along the entire height and width of the body. The pocket must be firmly set in the side seams in the back wall of the backpack.

111. The main backpack body is drawn on the top using a drawstring with a cord lock. The body is extended by 30 cm-long added piece in supporting fabric (Table 2) and a drawstring with a cord lock.

112. The main backpack lid must be made of the exterior fabric. It is fastened to the body with side-release buckles through 25 mm-wide adjustable length straps (two in the front and the back).

113. The lid must be fitted with two pockets in the exterior fabric: the inner inseam pocket and the outer bellows pocket, both of them zippered. The inseam pocket covers the entire perimeter of the lid. Dimensions of the outer bellows pocket: height - no less than 25 cm, width - no less than 30 cm, depth of at least 5 cm.

114. Sides of the lid are made in a single-layer exterior fabric. Their edges must be surrounded with a stretched elastic strap, by gathering the edges.

115. The backpack should have a transparent pocket-case for a soldier's surname. In the centre of the back part of the backpack, above the shoulder straps, a fastened pocket of least 17 x 8 cm in size of black-coloured (or in the exterior fabric) synthetic thin mesh or flexible plastic for indicating the soldier's surname will be stitched.

116. The backpack's removable side pouches must be made of the exterior fabric. Each of them individually should of the capacity of not be less than 9.2 dm³.

117. The backpack's removable side pouches are zippered.

118. Each side pouch is attached to the backpack with two zippers and side-release buckles.

119. Side pouches must be able to be used separately, attaching the buckles or straps to the back of the equipment vest.

120. A pocket for personal items must be sewn to the front wall of the backpack. The pocket must be securely fastened with a zipper and covered with a lid fastened with a Velcro fastener. The dimensions of the pocket: height - 25 cm, width 15 cm, depth of at least 8 cm. The pocket lid is 7 ±1 cm tall.

121. Above the pocket for personal items, there must be a folding shovel pouch, fastened with a side-release buckle. The pouch has to be designed for accommodating a folding shovel (NSN 5120014767556). The pocket height shall be at least 18.5 cm and the width - at least

15.5 cm, the depth - 5 cm (± 8.5 cm). The pouch has one or two metal holes at the bottom for sand, water removal (drainage). The pouch can be made with a padding for shape retention and protection against tearing of fabric with the shovel's edge.

122. The backpack's front wall has a vertically inserted zipper which would allow reaching for the items in the backpack without the need to open the lid. The zipper has to be at least 40 cm long. The zipper has to be waterproof and sealed with a patch.

123. To improve the functionality of the backpack, two 25 mm-wide additional polyester straps have to be stitched to the backpack:

123.1. at the top of the lid, for fastening a sleeping bag, rolled in a cylinder of 30 cm in diameter, with length adjusters;

123.2. at the bottom of the body, for securing the mat below the sleeping bag (cylinder of 15 cm in diameter) with length adjusters;

123.3. on the front wall of the backpack, on both sides of the pocket for personal items, along the entire length of the zipper - sewn with partitions every 3 to 3.5 cm.

124. The backpack's shoulder straps and the lap belt have to be padded. They have to be ergonomic, comfortable. The length has to be adjustable. They must also be equipped with adjusters able to ensure comfortable position of the backpack with regard to the shoulders and hips.

125. The lap belt must be fastened with a side-release buckle, must be fitted with a drawing mechanism for the soldier to be able to comfortably bring the belt to the backpack. The belt must be removable, the sides have to be equipped with PALS webbing straps system for fastening the pouches.

126. The distance between the attachment points of the backpack's shoulder straps must be increased and a handle of the belt strap has to be stitched.

127. The shoulder straps must be length-adjustable from two sides: in the attachment area - the ITW NEXUS SLL25 adjuster model; at the bottom - the ITW NEXUS adjusters - quick release buckles QRSS 25 (the backpack's shoulder straps have to be unfastened using the side-release buckles, to enable quick removal of the backpack). The adjusters and the shoulder straps' height adjustment mechanism could also be different, yet ensuring a reliable shoulder straps' height adjustment and the drawing at the top and bottom of the shoulder straps.

128. The height (position) of the backpack shoulder straps should be adjustable in the back wall. The backpack's user has to be able to adjust the most comfortable height of shoulder straps for him.

129. The shoulder straps must be 9 (± 1) cm wide at the top of the shoulder straps, and at least 4 (+ 0.5/-0) cm wide at the bottom of the shoulder straps. The shoulder straps have to be curved design, comfortable to wear.

130. The shoulder straps, while carrying a backpack, have to be fastened the front side with a side-release buckle, attached to the strap, with the right side being length-adjustable. The buckle's position on the shoulder straps must be adjustable.

VIII. GENERAL TECHNICAL SPECIFICATIONS

131. All inside seams of the products, the outer seams along the edges, seams of

pockets, pouches have to be treated to prevent fraying. It they may be trimmed with exterior fabric trimmings or a fabric strip. The overall dimensions and structural solutions of the equipment components may be adjusted by jointly working on a working model, if necessary.

132. The fittings used in the manufacturing of the equipment (buckles, length adjusters, frames, plugs, cord locks, etc.) have to be black or dark green in colour (close to the exterior fabric colour).

133. The spectral reflection of the colour of the equipment used to produce the straps, buckles and fasteners must be equal to or superior than of the main materials used in the manufacturing of the equipment.

134. The metal holes, snap fasteners have to be of dull, stained stainless steel.

135. The auxiliary materials (Velcro fasteners, straps and strips, zippers, cords, sewing thread, etc.) must be dark green in colour (similar to the exterior fabric colour))

136. The technical parameters of Velcro fasteners (excluding the fasteners used in the shoulder strap adjustment mechanism) used in the equipment system are provided in Table 8.

137. The loose ends of the backpack's and vest's fabric straps must be secured by attaching or affixing them using the elastic strap rings.

138. Requirements applicable to other auxiliary materials:

138.1. straps - made of polyamide, of the specified widths; must be secured when stitching them in stress points;

138.2. straps' colour - according to the exterior fabric;

138.3. Loose ends of the woven fabric strips have to be melted to prevent fraying.

138.4. cords - synthetic, round, woven, with an inner core;

138.5. all zippers must be coil-type. All the zippers must comply with the technical requirements of the Table 5. The zipper heads must be equipped with cord loops, the cord ends must not be prone to fraying;

138.6. main components of the kit must have at least 3 x 6 cm squared windows for tagging soldier names, which must be of clear plastic (casein), resistant to breakage or a mesh:

138.6.1. on a backpack - the backpack's lid;

138.6.2. on the equipment vest - on the inner side of the left pocket;

138.6.3. on the duffel bag - on the side pocket.

139. Equipment components shall be accepted in accordance with the agreed and approved working samples.

140. Equipment components are packed in boxes. The box may have a maximum weight of 15 kg (the weight of boxes of backpacks and duffel bags is adjusted during loading). The boxes are labelled; the labels must contain:

- the manufacturer's/supplier's name and address;
- the country of origin must be additionally specified for the imported products, if it is different from the country of the registered office of the manufacturer;
- the product name, used in the accounting and planning of the LAF;
- size (if specified);
- quantity;
- the contract date and number;
- the batch and consignment code;

- the date of manufacture;
- the NSN code given by the Lithuanian Armed Forces;

141. The products must be labelled; the labels shall contain:

- the manufacturer's/supplier's name;
- the country of origin must be additionally specified for the imported products, if it is different from the country of the registered office of the manufacturer;
- the product name, used in the accounting and planning of the LAF;
- size (if specified);
- the contract number and date;
- the batch and consignment code;
- the date of manufacture;
- the NSN code given by the Lithuanian Armed Forces.

The labels must be attached securely, the marking details must be of sufficient size for the information provided to be easily legible and understandable.

142. The labelling strip must be attached to the inner side of each product, stating:

- the manufacturer's/supplier's name;
- the product name, used in the accounting and planning of the LAF;
- size (if specified);
- the batch and consignment code;
- fibrous composition;
- care markings (according to DIN EN ISO 3758);
- date of manufacture;
- the NSN code given by the Lithuanian Armed Forces.

These strips must be made of the material at least as resistant as the product on which it is attached, and the information would be easily legible for the entire life cycle thereof.

143. From the selected batch of the products, the customer may carry out laboratory tests of the products under the terms and conditions of the contract. In the event that the results do not meet the technical requirements of the specification, the entire batch of the products delivered at the time shall be blocked.

1. BACKPACKS. TECHNICAL SPECIFICATIONS OF THE EXTERIOR FABRIC OF THE VESTS AND POUCHES

Table 1

Ref. No.	Name of the parameter	Dimension	Index value	Test method designation
1.	Surface density	g/m ²	340 ± 20	LST ISO 3801 (ISO 3801); LST EN 12127 (EN 12127)
2.	Fibrous composition*	%	100 % PA 6.6	please specify
3.	Ultimate (tensile) strength weft direction warp direction	N	≥ 2800 ≥ 2700	LST EN ISO 13934-1
4.	Water penetration resistance at the water pressure rise velocity of 60 +3 cm/min	mm	≥ 1500	LST EN 20811 (EN 20811; ISO 811)
5.	Colour fastness to	score	≥ 4	LST EN ISO 105-C06 (EN ISO 105-

	washing (40°)			C06)
6.	Colour fastness to dry cleaning	score	≥ 4	LST EN ISO 105-D01 (EN ISO 105-D01)
7.	Colour fastness to dry and wet rubbing	score	> 3	LST EN ISO 105-X12,-X16 (ISO 105-X12,-X16)
8.	Abrasion resistance at the nominal pressure of 12 kPa	rpm	≥ 100000	LST EN ISO 12947-2 (EN ISO 12947-2)
9.	Shrinkage after washing	%	max ± 3	LST EN ISO 6330 (ISO 6330-5A)
10.	Spray test	score	≥ 4	LST EN ISO 4920
11.	Difference in colour *, ΔE_{CMC}	score	≤ 2	LST EN ISO – J03
12.	Tear resistance weft direction warp direction	N	≥ 200 ≥ 200	LST EN ISO 13937-2
13.	Oil repellence	class		LST EN ISO 14419 (ISO 14419)

Notes: 1) * fibrous composition may be established in any manner established under regulations;

2) the spectral reflectance in the near infrared spectrum region (800-1200 nm) must be between 15 and 45%;

3) the index "difference in colour ΔE_{CMC} " is applicable during the validity period of the contract, exercising control over the deviation from the mutually accepted working model."

2. TECHNICAL CHARACTERISTICS OF THE SUPPORTING FABRIC

(dark green colour (similar to the exterior fabric colour))

Table 2

Ref. No.	Index, dimension	Index value	Test method designation
1.	Fibrous composition, %	100% PA with 100% PU coating	please specify*
2.	Surface fabric weight, g/m ²	140 \pm 10 %	LST EN 12127
3.	Ultimate (tensile) strength, N	1000	LST EN ISO 13934-1
4.	Tear resistance, N weft direction warp direction	≥ 20 ≥ 20	LST EN ISO 13937-2
5.	Resistance to water penetration at a water pressure rise price of 60 +3 cm/min, mm	1000	LST EN 20811 (EN 20811; ISO 811)
6.	Resistance to surface wetting, class	5	LST EN 24920
7.	Colour fastness, rate: - dry rubbing - wet rubbing - water		LST EN ISO 105 LST EN ISO 105-X12 LST EN ISO 105-X12 BS EN ISO 105-E01

3. SPECIFICATIONS OF BREATHABLE MESH WITH PADDING (of the colour similar to the exterior fabric colour)

Table 3

Ref. No.	Index, dimension	Index value	Test method designation
1.	Fibrous composition	100 % PES	please specify*
2.	Colour fastness, rate: - dry rubbing - wet rubbing - water - perspiration	>3 3 >3 >3	LST EN ISO 105 LST EN ISO 105-X12 LST EN ISO 105-X12 BS EN ISO 105-E01 LST EN ISO 105-E04
A	For padding of backpack's shoulder straps and the lap belt		
1.	Surface density, g/m ²	640 20	LST EN 12127
2.	Thickness, mm	5.5 0.5	LST EN ISO 5084
B	For padding the backpack's back and the vest		
1.	Surface density, g/m ²	315 20	LST EN 12127
2.	Thickness, mm	2.9 0.5	LST EN ISO 5084
3.	Ultimate tensile strength (weft and warp directions), N	≥ 500	LST EN ISO 13934-1

Notes: 1) * fibrous composition may be established in any manner established under regulations.
2) double-layer mesh, with the rigid filler filling the gap between the layers.

4. TECHNICAL SPECIFICATIONS OF THE MESH FABRIC FOR THE VEST (colour code 6003 according to the RAL colour chart)

Table 4

Ref. No.	Index, dimension	Index value	Test method designation
1.	Fibrous composition, %	please specify	please specify*
2.	Surface density, g/m ²	400 20	LST EN 12127
3.	Ultimate (tensile) strength, N	1000	LST EN ISO 13934-1
4.	Colour fastness, rate: - dry rubbing - wet rubbing - water	>3 3 >3	LST EN ISO 105 LST EN ISO 105-X12, -X16 LST EN ISO 105-X12, -X16 LST EN ISO 105-E01
5.	** Colour difference ΔE_{CMC}	≤ 2	LST EN ISO – J03

Note: 1) * fibrous composition may be established in any manner established under regulations.

2) ** the index "Difference in colour, ΔE_{CMC} " is applicable during the validity period of the contract, exercising control over the deviation of colour from the mutually accepted working model."

3) The spectral reflectance in the near infrared in spectrum region (700-1100 nm) must be equal or superior to that of the exterior fabric.

5. TECHNICAL REQUIREMENTS FOR ZIPPERS

Table 5

Ref. No.	Index, dimension	Index value	Test method designation
1.	Lateral strength, N	470	BS 3084
2.	Puller attachment strength, N	300	BS 3084
3.	Reciprocation - cycles without failure, cycles	500	BS 3084

Notes: index values can be approved using equivalent testing methods (please provide) used in other countries; * This index is required for the main zipper of the equipment vest.

6. EQUIPMENT PACKAGE SIZE TABLE

Table 6

Sizes		I	II	III
Equipment vest	Soldier's chest circumference (cm) / Size code	88-96/ M (medium)	100-108/ L (large)	112-120/ XL (extra large)

7. TECHNICAL PARAMETERS OF THE FABRIC FOR A WHITE COVER FOR THE EQUIPMENT BACKPACK

Table 7

Ref. No.	Name of the parameter	Dimension	Index value	Test method designation
1.	Surface density	g/m ²	≥160±15	LST ISO 3801 (ISO 3801); LST EN 12127 (EN 12127)
2.	Tear force, N across warp across weft	N	≥30 ≥30	LST EN ISO 13937-2 (ISO 13937-2)
3.	Resistance to water penetration Initial After 5 washings	mm	≥8000 ≥3000	LST EN 20811 (EN 20811; ISO 811)
4.	Abrasion resistance at the nominal pressure of 12 kPa	rpm	≥200000	LST EN ISO 12947-2 (EN ISO 12947-2)
5.	Spray test	Score	≥ 4	LST EN ISO 4920
6.	Tensile strength in the longitudinal direction in the transverse direction	N	≥1000 ≥700	LST EN ISO 1421 (ISO 1421)
7.	Dimensional change in washing	%	≤3	LST EN ISO 5077 (ISO 5077)
8.	Tear force in the longitudinal direction in the transverse direction	N	≥16 ≥12	LST EN ISO 4674-1 (ISO 4674-1) (Method A)

8. TECHNICAL REQUIREMENTS FOR THE EQUIPMENT SYSTEMS'S VELCRO FASTENERS (excluding the Velcro fasteners used for the shoulder adjustment mechanism)

Table 8

Ref. No.	Index, dimension	Index value	Test method designation
1.	Peel strength, N/cm		LST EN 12242 (EN 12242)
1.1.	after washing	≥ 1.3	
1.2.	after 5 000 opening - closing cycles	≥ 0.65	
2.	Shear strength, N/cm ²		LST EN 13780 (EN 13780)
2.1.	after washing	≥ 6	
2.2.	after 5 000 opening - closing cycles	≥ 4	
3.	Colour fastness, score		
3.1.	to artificial light	≥ 5	LST EN ISO 105-B02 (ISO 105-B02)
3.2.	to washing	≥ 4	LST EN ISO 105-C06 (ISO 105-C06)
3.3.	to dry friction	≥ 4	LST EN ISO 105-X12,-X16 (ISO 105-X12,-X16)
3.4.	to wet friction	≥ 3	LST EN ISO 105-X12,-X16 (ISO 105-X12,-X16)

Note. The minimum washing temperature must be 40°C. The Velcro fastener hook side has a surface density of 310 g/m² ($\pm 10\%$), and the loop side - of 325 g/m² ($\pm 10\%$), the thickness of the hook side is 2 mm (± 0.2 mm), and 2.2 mm (± 0.2 mm) of the loop side.

9. TECHNICAL REQUIREMENTS FOR VELCRO FASTENERS OF ADJUSTMENT MECHANISMS USED IN THE EQUIPMENT SYSTEM VEST SHOULDER STRAPS

Table 9

Ref. No.	Index, dimension	Index value	Test method designation
1.	Peel strength, N/cm	≥ 0.6	LST EN 12242 (EN 12242)
2.	Shear strength, N/cm ²	≥ 8.0	LST EN 13780 (EN 13780)
3.	Colour fastness, score		
3.1.	to artificial light	≥ 5	LST EN ISO 105-B02 (ISO 105-B02)
3.2.	to washing	≥ 4	LST EN ISO 105-C06 (ISO 105-C06)
3.3.	to dry friction	≥ 4	LST EN ISO 105-X12,-X16 (ISO 105-X12,-X16)
3.4.	to wet friction	≥ 3	LST EN ISO 105-X12,-X16 (ISO 105-X12,-X16)

Note. The minimum washing temperature must be 40°C. The minimum washing temperature must be 40°C. The Velcro fastener hook side (molten structure) has a surface density of 400 (± 25) g/m², and the loop side - of 250 (± 25) g/m², the thickness of the hook side is 1 mm (± 0.2 mm).

COMPONENTS OF THE EQUIPMENT SYSTEM ADAPTED FOR CARRYING THE LOADOUT

Figure 1 Sketch of the equipment backpack's (small size marching backpack) (front and back image)

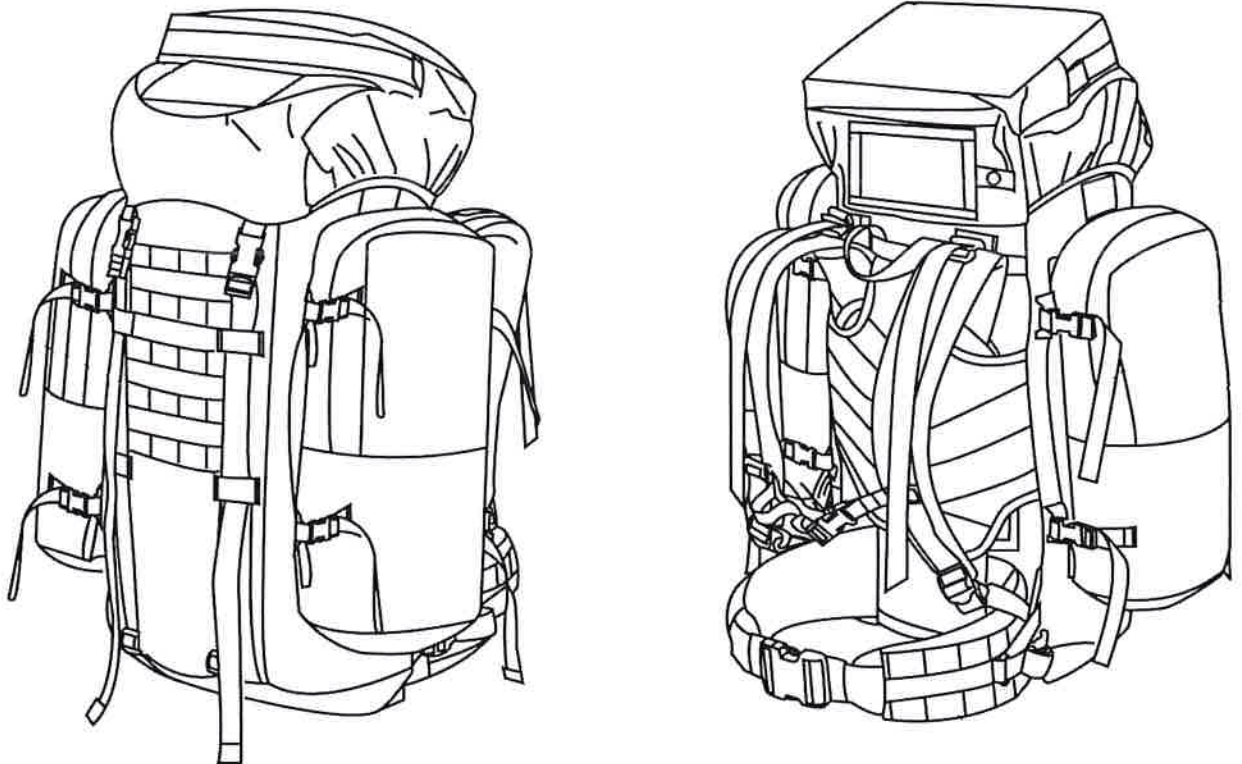


Figure 1. Equipment vest
a. Vest's front view



Figure 3. Underbarrel grenade launcher grenade pouch



4 Figure 1 Hand grenade pouch



5 Figure 1 Smoke grenade pouch



6 Figure 1 Radio station pouch



nyer

rod

7 Figure 1 Shovel pouch



8 Figure 1 Gas mask pouch



officer

red

Figure 9. Pistol pouch



10 Figure 1 Pistol magazine pouch



Handwritten signature

Handwritten signature

11 Figure 1 Automatic rifle magazine pouch



11/13

Orad

12 Figure 1 Light machine gun ammunition pouch



Note: The medium machine gun ammunition pouch is of the same design and differs only in the size of the pouch, and - if required by the design - in the number of PALS webbing straps on the back of the pouch.

13 Figure 1 Individual medical pouch



Wally

Rob

Figure 14. Duffel bag sketch

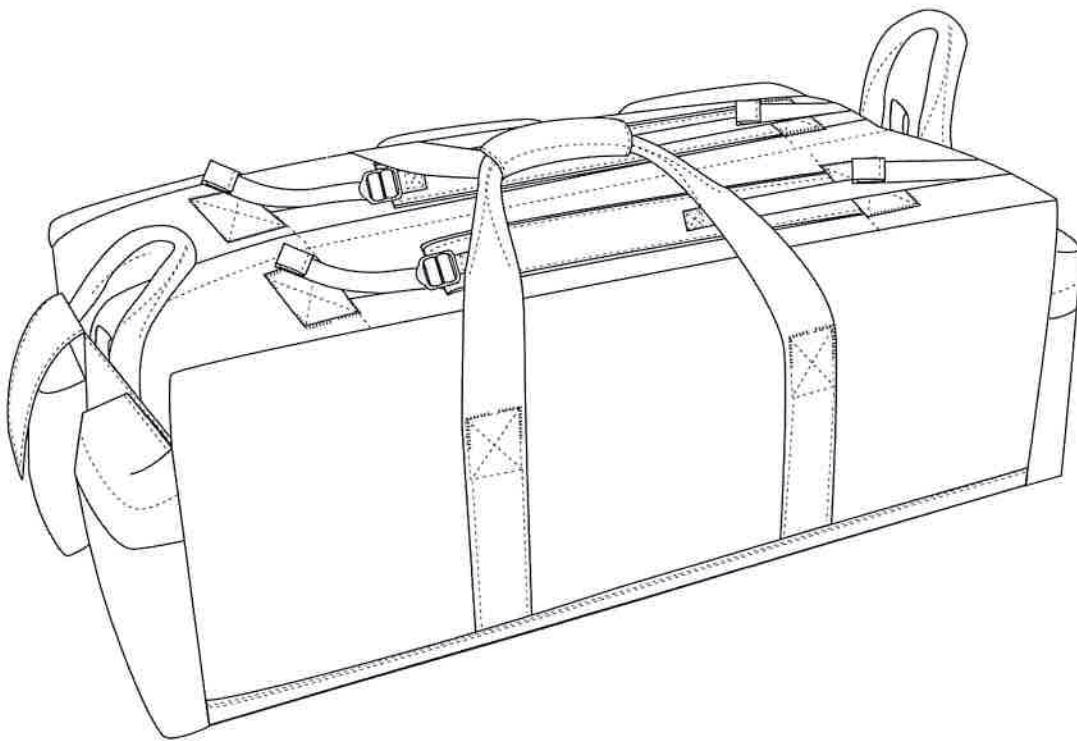
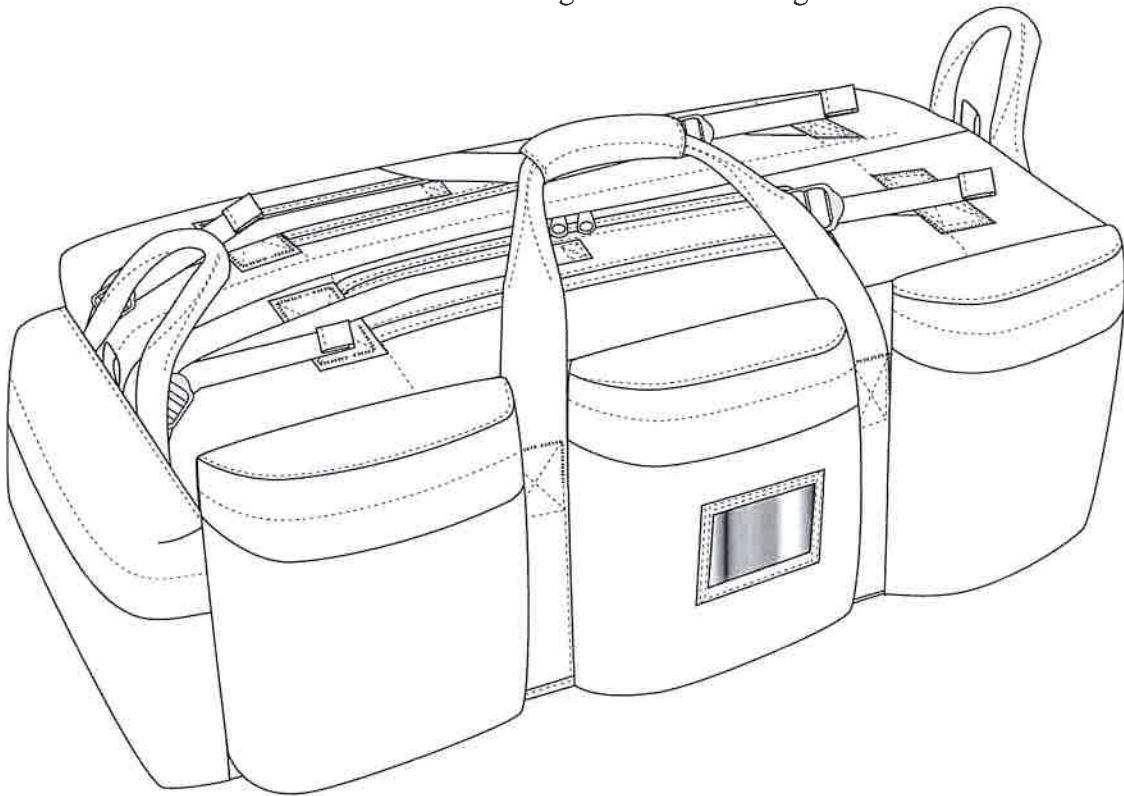


Figure 15. Large capacity equipment backpack (front view)



NGUYEN

(Red)

Figure 16. Large capacity equipment backpack (back view)



BUYER
Lithuanian Armed Forces

Lithuanian Armed Forces
Commander of Logistics

Col. Sigitas Mundris



SELLER
NFM Production Sp z o.o.

NFM Production Sp z o.o.
Command Board Member

Hanna Torbicka
Hanna Torbicka

Handwritten signature of Hanna Torbicka in blue ink, written over a red line.

Handwritten signature in blue ink, located at the bottom left corner of the page.

Handwritten signature in blue ink, located at the bottom right corner of the page.

2 June 2016
Annex No.

3 to the Preliminary Supply - Purchase Contract No. KPS- 364

DRAFT CONTRACT FOR PUBLIC PROCUREMENT OF THE PRODUCTS SPECIAL PART

_____ 2016 m. No. KPS-
Vilnius

Lithuanian Armed Forces, code 188732677, Šv. Ignoto g. 8, LT-01144 Vilnius, Lithuania represented by Commander of Logistics Command of the Lithuanian Armed Forces _____, acting under the official powers granted under the Order of the Commander of Lithuanian Armed Forces of 1 April 2015 No. V-409 (hereinafter referred to as the **Buyer**) and **NFM Production Sp z o.o.**, legal entity code 0000230372, Slupska str. 1D, PL-84-300 Lębork, Poland, represented by _____, acting in accordance with _____ (hereinafter referred to as the **Seller**), both hereinafter collectively referred to in this contract for public procurement of the products as the "Parties" and each individually as the "Party", in accordance with the Law of the Republic of Lithuania on Public Procurement and the Preliminary Contract for Sale - Purchase of the Products (*Number of the contract*) entered into between the Lithuanian Armed Forces and (*the Seller*) on (*date*), have concluded the present contract for public procurement of the products, hereinafter referred to as the "Contract", and agreed on the following terms and conditions.

1. Purpose

1.1. The **Seller** agrees to sell and deliver to the **Buyer** the products of the equipment system (hereinafter referred to as the products), corresponding to the requirements established in Annex 1 to the Contract "Technical specification of the equipment system" (hereinafter referred to as Annex 1) and manufactured in accordance with the approved working sample.

1.2. The **Buyer** undertakes to pay for the delivered products in conformity with the requirements established in Annex 1 to the Contract and the approved working sample in accordance with the present Contract. The products' prices are given in Annex 2 to the Contract "Quantities and prices of the products" (hereinafter referred to as Annex 2).

2. The contract price shall be EUR _____ (____ euro ____ cents), excluding the value added tax (hereinafter referred to as the VAT). The price of the products includes all taxes (excluding VAT) and all the **Seller's** costs (warehousing, packaging, transportation, delivery and any other costs that may have an impact on the price or which may arise in the course of the Contract).

3. Place, term and conditions of delivery of the products

3.1. The **Seller** agrees to deliver to the **Buyer** the products in conformity with the requirements established in the Contract: 3.1.1. compliant with the terms and amounts referred to in Annex 4 to the Contract "Delivery terms of the components of the equipment system and the quantities of the products, applicable to the first contract awarded on the basis of the preliminary contract (hereinafter referred to as Annex 4) (*only applies to the first contract concluded on the basis of the preliminary contract*);

3.1.2. within five (5) months from the date of entry into force of the Contract (*applicable to all contracts with the exception of the first contract to be concluded on the basis of the preliminary contract*).

3.2. The **Seller** undertakes to discharge the obligations set forth in Clauses 3.5.1, 3.5.2 and 3.5.3 of the general part of the Contract, no later than within 60 days from the entry into force of the Contract. The product quality assurance plan must be prepared in accordance with the LKS AQAP 2105 or ISO 10005 standard (*applicable where the Contract is awarded for the particular product, referred to in Annex 1 to the Preliminary Contract, for the first time*).

3.3. The **Seller** shall be required to specify the indices of the products' batch and consignment on the packaging of the products and in the invoice. Each consignment of the same batch of the products shall be marked in the order of precedence. The quantity of the products shall be listed in the VAT

invoice in accordance to the sizes *(when the products are delivered according to the sizes)*.

3.4. The products shall be delivered to the **Buyer's** warehouses at Savanorių pr. 8, Vilnius, the Depot Storage Service of the Lithuanian Armed Forces.

4. Payment procedure:

4.1. The **Buyer** shall pay to the **Seller** in accordance with the procedure established in Clause 4.1 of the general part of the Contract. The deed of transfer and acceptance of the products will not be signed.

4.2. Should the **Buyer** decide to, an advance payment, of up to thirty (30) percent of the amount specified in Clause 2 of the special part of the Contract, shall be made.

5. The **Buyer** shall be entitled to terminate the Contract in line with the procedure established in the general part of the Contract:

5.1. If the **Seller** delays the delivery of the products by more than thirty (30) days from the deadline established in Clause 3.1 of the special part of the Contract;

5.2. If the **Seller** fails in fulfilment of the requirements under Article 3.2 of the special part of the Contract;

5.3. In the cases provided for in Clause 9.2 of the general part of the Contract;

5.4. By the agreement of the Parties, as well as if the force majeure circumstances take longer than thirty (30) days and the both Parties fail to sign agreements on amendment of the present Contract, allowing the Parties to continue to fulfil their contractual obligations.

6. Quality of the products

6.1. The products must be in compliance with the requirements specified in Annex 1 to the Contract as well as the approved working sample of the product. The product packaging and labeling must be in compliance with the requirements of the Regulations on the approval of the regulations for labelling of items (products) being sold and the indication of prices, approved by the Order of the Minister of Economy Republic of Lithuania No. 170 of 15 May 2002, and the requirements set out in Annex 1 to the Contract.

6.2. The **Seller** undertakes to enable the **Buyer's** authorized representative to carry out the quality control of the manufacturing of the products in the process of the manufacturing, to check the products (materials and raw materials used for the production of the products), their original purchase documents.

6.3. The **Seller** (if it is not a manufacturer of the products) must ensure that the manufacturer of the products, would comply with the contractual requirements applicable to the products and their quality when producing the product.

6.4. The **Seller** (if it is not a manufacturer of the products) must ensure that the manufacturer of the products, would comply with the contractual requirements applicable to the products and their quality when manufacturing the product. The **Seller** shall be responsible for the compliance with these requirements and their supervision. The **Seller** shall be responsible for the quality control of the product in the manufacturing process and for the delivery to the **Buyer** of the product of good quality and in compliance with the requirements under the contract.

6.5. Product quality is assessed and the products are taken upon delivery of the products to the **Buyer**. Laboratory tests can be performed with the products in accordance with Clauses 5.5 to 5.7 of the general part of the Contract. The amount of the products taken for the laboratory testing shall be not more than three (3) units *(of the goods of each name)* of a product batch.

7. Quality guarantee

7.1. The quality guarantee period of the products delivered by the **Seller** shall be five (5) years in the conditions of active use, which shall be calculated from the date of issuance of the products from the **Buyer's** warehouse, ten (10) years from the signing of the documents of acceptance of the products to the warehouse.

7.2. Clause 6.3. of the general part of the Contract shall apply. The **Seller** must comply with the obligations referred to in Clause 6.3 of the general part of the Contract no later than within thirty (30) days from the **Buyer's** written notice.

7.3. Clause 6.5. of the general part of the Contract shall apply. The **Buyer** may decide to carry out laboratory tests in accordance with Clause 6.5 of the general part of the Contract during the quality guarantee period. The amount of the products taken for the laboratory testing shall be not more than three (3) units (*of the goods of each name*) of a product batch. The replacement of defective products with the good quality ones shall be carried out in accordance with the provisions of Clause 6.3 of the general part of the Contract.

8. Security for the discharge of obligations

8.1. the amount guaranteed under the bank guarantee or an insurance company's surety letter shall be EUR ____ (____ euro ____ cents) (7% of the price specified in Clause 2 of the special part of the Contract). The validity period of the bank guarantee or an insurance company's surety letter shall be *two (2) months longer than the period specified in Clause 3.1 of the special part of the Contract (applicable if the contract price is higher than or equal to 50 thousand euros);*

8.2. a bank guarantee or an insurance company's surety letter must comply with the requirements of Clauses 12.1, 12.2 and 12.3 of the general part of the Contract (*applicable if the contract price is higher or equal to 50 thousand. euros*);

8.3. If the Contract price is less than 50 thousand euros, the bank guarantee or the insurance company's surety letter are not required. The minimum amount of minimum damages agreed by the Parties in advance in accordance with Clause 11.4 of the general part of the Contract shall be 7% of the price specified in Clause 2 of the special part of the Contract.

9. Subcontractors:

9.1. K2 Kryszewski Wojciech, the percentage of works done up to 40% (Zadurskiego str. 10, PL-83-332 Dzierżąno, Poland) and Mieczysław Gniedziejko, Zakład Pracy Chronionej Produkcja odzieży ochronnej i roboczej "Migra", the percentage of works done up to 40% (Zwycięstwa str. 7, PL-84-300 Lębork, Poland).

9.2. Where the subcontractor(s) specified in the Contract go(es) bankrupt or refuse(s) to supply the Goods set out in the Contract, they may be replaced with other subcontractor(s). The application for the replacement of the subcontractor with other subcontractor established in the Contract shall be filed with **the Customer** in writing specifying the grounds for such replacement. The new subcontractor shall comply with all the qualification requirements established in the terms of the public tender on the basis of which this Preliminary Contract has been signed and submit all the supporting documents.

9.3. The replacement of the established subcontractor with other contractor shall be executed in writing.

10. Miscellaneous

10.1. **The Seller** undertakes to:

10.1.1. discharge the obligations referred to in Clause 8 of the general part of the Contract and present to the National Codification Bureau of the Material Resources Department of the Lithuanian Armed Forces (tel. (8 5) 278 5250, fax (8 5) 210 3793), e-mail: vytautas.gyllys@mil.lt, ausra.sakyte@mil.lt, a signed copy of the Contract along with the information required for identification of the products purchased, in line with the forms provided in Annex 4 to the Contract "Forms of the documents required for codification".

10.1.2. along with each batch of the products, to provide a declaration of conformity of the product's manufacturer according to sample form A.2 of DIN/ISO/IEC 17050-1, attesting that the products meet the requirements laid down in the Contract;

10.1.3. upon termination of the Contract on the grounds referred to in Clause 11.4 of the general part of the Contract and Clauses 5.1 to 5.3 of the special part of the Contract, to pay to the **Buyer**, within 14 (fourteen) days (counting from the date of termination of the Contract), the minimum damages, in the amount of seven (7) % of the contract price, agreed upon by the Parties in advance, but not more than the value of all the outstanding obligations under the Contract;

10.1.4. having failed to deliver the products within the time period specified in Clause 3.1 of the special part of the Contract, to pay to the **Buyer** the minimum damages agreed upon in Clause 11.1 of the general part of the Contract for each day of delay.

10.2. The manufacturer referred in Annex 2 to the Contract may be subject to change. Modification of

the Contract shall be documented in writing, after the **Seller** has submitted to the **Buyer** the documents showing that the products meet the requirements specified in the relevant product technical specification presented in Annex 1 to the Contract, upon joint approval of the product's working sample.

10.3. The **Seller** shall appoint its representative to be responsible for the quality of the products supplied: *(name, phone, e-mail)*.

10.4. The **Buyer** shall appoint a contact person for the performance of the Contract *(name, position, phone, e-mail)*.

10.5. Annexes to the Contract

Annex 1 "Technical specification of the equipment system;

Annex 2 "Quantity and prices of the products";

Annex 3 "Forms of the documents required for the codification";

Annex 4 "Terms of delivery of the parts of the equipment system and quantities of the products applicable to the first contract concluded on the basis of the preliminary contract".

11. Validity of the Contract

The Contract shall be valid until complete fulfilment of all the contractual obligations.

12. Buyer's details

Lithuanian Armed Forces

Code 188732677

VAT payer code:

Šv. Ignato g. 16, LT-09308 Vilnius

Account No. LT48 7300 0100 0246 0179

Bank Swedbank AB

Correspondence, documentation shall be sent to:

Material Resources Department of the Armed Forces, Savanorių pr. 8, LT-03116 Vilnius

13. Seller's details

NFM Production Sp z o.o.

Code PL8392934769

Org. No.

0000230372 Slupska str.1D, PL-84-300 Lębork, Poland

Phone: +48 59 848 41 41

Fax: +48 59 848 41 40

Bank: mBank SA Senatorska str. 18 PL-00-950 *WARSZAWA* Poland

skr. Poczтовая 728

SWIFT: BREXPLPWKOS

IBAN (EUR): PL23 1140 2118 0000 2420 9200 1002

BUYER

Lithuanian Armed Forces

Lithuanian Armed Forces
Commander of Logistics

Col. Sigitas Mundris



SELLER

NFM Production Sp z o.o.

NFM Production Sp z o.o.
Command Board Member

Hanna Torbicka



CONTRACT FOR THE PURCHASE AND SALE OF GOODS

GENERAL PART

2016, No. KPS-

Vilnius

1. Definitions

1.1. For the purposes of this Contract, the following definitions shall apply:

1.1.1. Contract shall mean the General Part and the Special Part of this Contract for the Purchase and Sale of the Goods and the annexes to the Contract for the purchase and sale of Goods.

1.1.2. Parties shall mean the **Purchaser** and the **Seller**:

1.1.2.1. **Purchaser** shall mean the Party with the details specified in the Contract which purchases the Good under the terms and conditions laid down in this Contract;

1.1.2.2. **Seller** shall mean the Party with the details specified in the Contract which sells the Good under the terms and conditions laid down in this Contract.

1.1.3. **Recipient** – unit of the Purchaser, to which the Goods are delivered, indicated in the Special Part of the Contract or Annex(s) hereto.

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

1.1.5. Licences shall mean all licences and/or permits required for the performance of the Contract.

1.1.6. Object of the Contract shall mean the goods and all services relating to the selling thereof (personnel training, installation, delivery, etc.) agreed upon by the Parties in the Special Part hereof and corresponding to the requirements of stated by the Purchaser.

1.1.7. Minimal losses agreed by the Parties in advance shall mean an undisputable amount established in the Contract or calculated under the procedure set forth in the Contract which the **Seller** undertakes to pay to the **Purchaser** in the event of non-performance or improper performance of the obligation.

1.1.8. Rules of Marketing shall mean the price determined in the Contract or the rules of calculation and correction of the contract price.

1.1.9. Consignment of Goods shall mean the quantity of goods delivered at one time.

1.1.10. Lot of Goods shall mean consignments of goods manufactured from the same lot of material.

1.1.11. Lot of Materials shall mean a certain amount of material produced from the same raw materials obtained from the same **Seller** following the same technology and under the same terms and conditions. A certificate of conformity shall be considered a proof of the quality of a lot of material concerned.

1.2. The calculation of the minimal losses agreed by the Parties in advance shall commence as of the following day of the term of payment and expire upon the performance of obligations by the Party (the day of performance of the obligations shall be considered the final day of calculation).

1.3. The headings of the parts and articles of the contract are for convenience only and may only be used in the interpretation of the Contract as an additional tool.

1.4. Unless otherwise set out in the Contract, the duration and other terms of the Contract shall be calculated in calendar days.

1.5. Should the payment term coincide with public holidays and days-off in the Republic of Lithuania, the payment term under the Contract shall be the following business day.

1.6. If required by the context, words in the singular may include the plural and vice versa.

1.7. Where the meaning expressed in words differs from the meaning expressed in numbers, the verbal meaning shall prevail.

2. Contract Price/Rates

2.1. Contract price/rates shall mean the amount that the **Purchaser** undertakes to pay to the **Seller** in accordance with the procedure and terms stipulated in the Contract.

2.2. Contract price/rates are stable and shall not be changed throughout the validity period of the Contract, unless the VAT/excise rate applicable to the goods changes after signing the Contract. The recalculated price/rates shall be executed by a written agreement of the Parties and applicable to the goods delivered after the day of entry into force of such agreement signed by the Parties (*if the Special Part provides for such a condition*).

2.3. The rates of the goods shall be changed in accordance with the rules of marketing established in the annex to the Contract. The recalculated price/rates shall be executed by a written agreement of the Parties and applicable to the goods delivered after the day of entry into force of such agreement signed by the Parties (*if the Special Part provides for such a condition*).

2.4. The Contract price shall be inclusive of the price of the goods, any costs and taxes. The rates of the goods shall be inclusive of all costs and taxes relating to the sale of the goods (*applicable if the Contract does not provide for the Contract price*). The **Seller** shall add all costs relating to the supply of the goods into the Contract price, including but not limited to:

2.4.1. Costs of logistics (transportation);

2.4.2. Packing, loading, transit, unloading, unpacking, check-up, insurance and other costs relating to the supply of the goods;

2.4.3. All costs relating to the issue and provision of the documents required by the **Purchaser**;

2.4.4. Costs of on-site assemblage and/or launch into operation, and/or maintenance of the goods delivered;

2.4.5. Costs of supply with the tools required for the assemblage and/or maintenance of the goods delivered;

2.4.6. Costs of providing the use & care guides stipulated in the Technical Specification;

2.4.7. Warranty repair costs of the goods.

2.5. The risk of foreign currency fluctuations and changes in manufacturers' prices shall be assumed by the **Seller**.

3. Terms and Conditions for the Supply of the Goods

3.1. The goods shall be delivered in accordance with the terms and procedure provided for in the Special Part of the Contract (or the annex(s) to the Contract).

3.2. The **Seller** shall deliver the goods at its own risk without additional payment. The **Purchaser** shall acquire the ownership right to the goods upon signing the Delivery and Acceptance Certificate by both Parties which shall only be signed in case the goods are of high quality and comply with the requirements set forth in the Contract and the annex(s) hereto (*if signed*). If the delivered goods are qualitative and corresponds to the requirements stated in the Contract and annex(s) hereto (*if signed*) the Delivery and Acceptance Certificate shall be signed within 30 days except when laboratory tests are carried out for the goods.

3.3. The **Purchaser** shall not pay for the goods supplied in excess of the amounts specified in the applications/orders.

3.4. If the **Seller** shall deliver consignment of the goods which is less than it is specified in the Contract /applications/orders, the **Purchaser** shall return the consignment of the goods to the **Seller**, it shall be deemed that the goods have not been delivered, and the penalties provided in paragraph 11.1 of the General part of the Contract shall be applied to the Seller (in case the delivery term of the goods is missed).

3.5. The **Seller** shall after the entry into force of the Contract carry out the following actions set out in the Special Part hereof under the terms established:

3.5.1. prepare, produce, agree with the **Purchaser** and approve the working reference samples of the goods purchased (2 copies; one to the **Purchaser** and one to the **Seller**) in compliance with the requirements established in the Contract or the annex(s) hereto (*if the Special Part provides for such a provision*);

3.5.2. agree with the **Purchaser** and submit the plan for assurance of quality of goods to be provided prepared in accordance with the Recommendations of Preparation of the Plan for Assurance of Quality to

be Provided or the standards laid down in the Special Part hereof (*if the Special Part provides for such a condition*);

3.5.3. agree the use & care guide for the good which shall accompany each good with the **Purchaser** (*if the Special Part provides for such a condition*).

3.6. The **Purchaser** shall return the working reference samples of the goods specified in Clause 3.5 hereof and the accompanying samples of the main and auxiliary materials used in the production of the goods to the **Seller** as soon as the **Seller** performs all contractual obligations, including warranty obligations.

3.7. If during the validity period of the Contract the manufacturer of the good changes/upgrades the model of the good purchased hereunder specified in the annex(s) to the Contract, the **Seller** shall have a right to deliver the goods of a new model upon negotiating and signing of an additional agreement with the **Purchaser**. The goods of a new model shall comply with the requirements for the purchased goods set forth in the Contract or the annex(s) hereto for the same price and their technical data may not be inferior to the technical data of the goods which constitute the subject-matter of the Contract. The goods of a new model shall match with other goods purchased hereunder and with the goods disposable by the **Purchaser**.

4. Terms and Conditions of Payment

4.1. The **Seller** shall be paid when the object of the Contract in conformity with the requirements established in the Contract and the annex(s) hereto is handed over to the **Purchaser** upon signing the Delivery and Acceptance Certificate by both Parties (*if signed*) within 30 (thirty) days of signing the Delivery and Acceptance Certificate (*if signed*) and receipt of the invoice (the invoice shall be also send by electronic means). If another payment terms are determined they shall be indicated in the Special Part of the Contract.

4.2. After delivery of the goods by the **Seller**, the **Purchaser** shall have the right to decide within 3 (three) days as to whether laboratory tests will or will not be performed in respect of the Goods (lot and/or consignment of the goods concerned) delivered by the **Seller** in order to make sure that the goods are in compliance with the requirements set out in the Contract and the annex(s) hereto. Should the **Purchaser** decide that laboratory tests will not be performed in respect of the goods, the goods in conformity with the requirements set forth in the Contract and the annex(s) hereto shall be accepted and the **Purchaser** shall pay the **Seller** for the goods accepted within 30 (thirty) days of receipt of the invoice. Should the **Purchaser** decide that laboratory tests in respect of the goods are required, the payment for the goods shall be made within 30 (thirty) days of receipt of the results of laboratory tests and confirmation that the goods meet the requirements set out in the Contract and the annex(s) hereto (*if the Special Part provides for such a condition*).

4.3. Where the **Purchaser** decides to pay for the goods in advance, the **Seller** shall be notified thereof and shall submit bank guarantee or security bond from an insurance company for advance payment for the amount of the advance payment paid by the **Purchaser** (the guarantee shall be valid 2 (two) months longer than the term for the delivery of the goods) and an invoice for advance payment within 5 (five) business days of receipt of the notice.

4.4. Record certifying that the guarantor shall irrevocably and unconditionally undertake to pay the **Purchaser** an amount not exceeding the amount indicated in the bank guarantee/security bond by transferring the money to the Purchaser's account within 14 (fourteen) days after receipt of written notice from the **Purchaser**, confirming termination of the Contract, shall be written in the bank guarantee or in the security bond.

4.5. It cannot be stated that the guarantor is liable only for compensation of direct damages. Any terms or conditions which would oblige the **Purchaser** to prove the guarantee or surety bond issuing company that the Contract with the **Seller** was terminated legally or otherwise shall allow the guarantee or surety bond issuing company not to pay (or delay payment) the amount secured by the guarantee or surety bond, cannot be specified.

4.6. Advance payment bank guarantee or insurance company surety bond not corresponding to the requirements stated in the Articles 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** failed to provide an advance payment bank guarantee or surety bond from the insurance company Article 4.1 of the Contract shall be applied 4.7. The **Purchaser** shall pay the advance payment within 10 (ten) days of receipt of a bank guarantee for advance payment and an invoice for advance payment (*if the Special Part provides for such a condition*).

5. Quality of the Goods

5.1. The goods shall comply with the requirements set forth in the Contract and the annex(s) hereto.

5.2. The **Seller** agrees that in compliance with the requirements of LKS STANAG 4107, the Government Quality Assurance Representative in Lithuania may apply to a relevant subdivision of the Government Quality Assurance of a NATO member country or organisation in the **Seller's** country to ensure the performance of supervision of the Government Quality Assurance during the validity period of the Contract (*if the Special Part provides for such a condition*). If the **Seller** is not a manufacturer, the said requirement shall be included into the contract between the **Seller** and the supplier manufacturing the goods by notifying the **Purchaser** thereof (*if the Special Part provides for such a condition*).

5.3. In case the non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto is identified at the time of acceptance of the goods, the **Seller's** representatives shall be immediately invited, the certificate shall be issued in their presence, the goods shall not be accepted and the **Seller** shall be subject to contractual liability (in this case, the contractual liability shall apply if the term of delivery of the goods has already expired).

5.4. If a conflict over the quality of the goods cannot be resolved by mutual agreement of the Parties, the Parties shall reserve the right to invite independent experts. All costs relating to the work of experts shall be borne by the non-prevailing Party.

5.5. If in accordance with Clause 4.2 of the General Part hereof the **Purchaser** decides to carry out laboratory tests in respect of the goods from the consignment of the goods selected, the amount of the goods indicated in the Special Part hereof the compliance to the requirements set forth in the Contract and the annex(s) hereto of which will be tested shall be selected in the presence of the **Seller's** representative (*if the Special Part provides for such a condition*).

5.6. If laboratory tests inspecting the compliance of the goods with the requirements set out in the Contract and the annex(s) hereto reveal that the good does not comply with the said requirements, a certificate shall be executed, the remaining goods (lot and/or consignment) shall not be accepted and the total amount of goods shall be returned to the **Seller**. The payment for the goods shall not be made and it shall be deemed that the goods were not delivered, and the **Seller** shall be subject to the sanctions provided for in Clause 11.1 of the General Part hereof. If the laboratory tests reveal non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto, the **Purchaser** shall not cover the costs of the goods used for testing purposes, while the **Seller** shall bear the cost of the laboratory tests and pay the **Purchaser** the liquidated damages of 10% of the value of the defective lot, which shall be intended to cover administrative costs of the **Purchaser** incurred through arrangement of laboratory test procedures. In such a case, the **Seller** shall replace the goods in non-conformity with the requirements established in the Contract and the annex(s) hereto returned to it with new goods in conformity with the requirements provided for in the Contract and the annex(s) hereto. The replacement of the goods shall be carried out in accordance with the procedure established in the Special Part hereof (*if the Special Part provides for such a condition*).

5.7. If the laboratory tests conducted in respect of conformity of the Goods with the requirements set out in the Contract or the annex(s) hereto reveal conformity of the goods with such requirements, the **Purchaser** shall cover the cost of the laboratory tests, while the **Seller** shall replace the goods used for the purpose of laboratory testing with new goods free of charge.

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6. Quality Guarantee Period of the Goods

6.1. The goods shall be covered by a quality guarantee period /useful life laid down in the Special Part of the Contract (or the annex hereto).

6.2. The **Seller** shall within the term specified in the Special Part of the Contract during the quality guarantee period replace the defective good by a new good in compliance with the requirements set out in the Contract or the annex(s) hereto for a period of elimination of defects at its own cost (*if the Special Part provides for such a condition*).

6.3. The **Seller** shall within the term specified in the Special Part of the Contract during the quality guarantee period of the goods remove the defects of the goods at its own cost or, if the defects cannot be removed, replace the defective good with a new good in compliance with the requirements set out in the Contract or the annex(s) hereto at its own cost / the **Seller** shall within the term specified in the Special Part of the Contract during the useful life replace the goods with the goods in conformity with the requirements set forth in the Contract or the annex(s) hereto at its own cost (*if the Special Part provides for such a condition*).

6.4. The **Seller** shall be notified of any defects of the goods identified during the quality guarantee period /useful life in writing (by fax or mail). Quality claims shall be accepted throughout the warranty period/useful life.

6.5. The Purchaser may decide to carry out laboratory tests in respect of the goods from the consignment of the goods selected or from each lot of the goods (if the consignment consists of several lots) during the quality guarantee period, the amount of the goods indicated in the Special Part hereof the compliance to the requirements set forth in the Contract and the annex(s) hereto of which will be tested shall be selected in the presence of the **Seller's** representative (*if the Special Part provides for such a condition*). If the laboratory tests reveal non-conformity of the goods with the requirements laid down in the Contract and the annex(s) hereto the whole consignment/lot shall be rejected as defective and the Seller shall cover all the costs of laboratory tests.

6.5. In case the good is replaced with a new good, it shall be covered by a new quality guarantee period specified in the Special Part of the Contract which shall be calculated as of the day of signing the taking-over certificate of a new good.

6.6. The quality guarantee period of the goods which the **Purchaser** could not use during the period of elimination of defects shall be extended for a period equal to the period of elimination of defects.

6.7. The warranty specified in the Special Part of the Contract (or the annex hereto) shall not apply if the **Seller** is able to prove that the defects of the goods originated due to incorrect or improper conduct of the **Purchaser** or the third parties, or *force majeure*.

7. Force Majeure

7.1. The Party shall be released from responsibility for the non-performance of any contractual obligations if it can prove that such non-performance was due to unusual circumstances which the Parties could not control or reasonably foresee or prevent the occurrence of such circumstances or the consequences thereof. For the purposes of this Contract, *force majeure* shall be considered to be the circumstances defined in Article 6.212 of the Civil Code of the Republic of Lithuania and the Rules Governing the Release from Liability in the Event of *Force Majeure* approved by Government of the Republic of Lithuania Resolution No. 840 of 15 July 1996. In identifying *force majeure* circumstances, the Parties shall follow Resolution No. 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the Approval of the Procedure of the Issue of Certificates Testifying the Presence of *Force Majeure* Circumstances" or the regulatory legal acts replacing it. In the presence of *force majeure* circumstances, the Parties shall be exempted from liability for the non-performance of the contractual obligations, partial non-performance or improper performance thereof in accordance with the procedure established in the legal acts of the Republic of Lithuania, and the term for the performance of obligations shall be extended.

7.2. The Party requesting a release from liability shall notify the other Party of the *force majeure* circumstances in writing immediately but no later than within 10 (ten) business days of the day of the occurrence or discovery of existence of such circumstances by providing evidence to all reasonable

precautions taken by it and to every possible effort made by it to reduce the costs or negative consequences, as well as communicate the expected term for the performance of obligations. The notice shall be also required upon the expiry of the grounds for the non-performance of obligations.

8. Codification

8.1. The **Seller** shall within 5 (five) days of entry into force of the Contract submit a signed copy of the Contract accompanied by the information required for identification of the goods purchased in accordance with the forms "List of Tangibles to be Codified" and "Information about the Manufacturer or the Supplier" provided in the annex hereto to the address specified by the **Purchaser**. The **Seller** shall provide the completed and signed forms in electronic or paper form (*if the Special Part provides for such a condition*).

8.2. At the **Purchaser's** request, the **Seller** shall within 5 (five) days submit the additional technical documentation required for codification free of charge (e.g. technical characteristics, drawings, photographs, catalogues, links, etc.).

9. Termination of the Contract

9.1. The Contract may be terminated:

9.1.1. By written agreement of the Parties;

9.1.2. If force majeure circumstances persist for a longer period than the number of days indicated in the Special Part of the Contract (depending on the specific characteristics of performance of the Contract a particular period from 14 till 60 days may be indicated in the Special Part of the Contract) and the Parties have not executed any agreements to amend the Contract permitting the Parties to continue the performance of their contractual obligations.

9.2. The **Purchaser** may terminate this Contract unilaterally by a prior 7 (seven) day written notice to the **Seller** if:

9.2.1. The **Seller** is late to deliver the goods by the term specified in the Special Part hereof;

9.2.2. The **Seller** is in delay to provide (or informs that will not provide) the goods in accordance with the contractual obligations;

9.2.3. The **Seller** increases the prices/rates of the goods, except for the case set forth in Clause 2.2 of the General Part of the Contract;

9.2.4. The **Seller** fails to comply with or improperly complies with the warranty obligations set forth in Clause 6 of the General Part of the Contract;

9.2.5. The **Seller** fails to perform the obligation laid down in Clause 12.4 of the General Part of the Contract (*in case the performance of the Contract will be secured by a surety bond or a bank guarantee*);

9.2.6. The quality of the goods delivered by the **Seller** is in non-conformity with the requirements established in the Contract and the annex(s) hereto;

9.2.7. The **Seller** fails to provide a bank guarantee for advance payment valid for a period not shorter than the period specified in Clause 4.3. of the General Part of the Contract in due time (*if the terms and conditions of the Contract provide for advance payment*).

9.2.8. The **Seller** is under liquidation procedure or applied to the court for bankruptcy or restructuring proceedings, or is the subject of bankruptcy or restructuring proceedings, or judicial decision on the initiation of bankruptcy proceedings was decreed.

9.3. Upon termination of the Contract, the **Seller** shall within 10 (ten) days of termination of the Contract return the advance payment paid for the goods that were not delivered to the **Purchaser** (if the advance payment was paid).

10. Dispute Settlement Procedure

10.1. The Contract is concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

10.2. All disputes or disagreements arising between the Parties in relation to the Contract shall be solved by way of negotiations; if the Parties fail to solve the dispute, it shall be examined in accordance with the procedure established by the legal acts of the Republic of Lithuania at the courts of the Republic of

Lithuania in respect of the domicile of the **Purchaser** (or if the Purchaser is not a legal person but the unit of the Lithuanian Armed Forces - "according to a legal person's - the Lithuanian Armed Forces").

11. Liability

11.1. In the event of delayed delivery of the goods by the term specified in the Special Part hereof, the **Seller** shall pay the **Purchaser** the liquidated damages of 0.2 % of the amount of the value of undelivered goods for each day/hour of delay (applied depending on the term of the obligation indicated in a special part of the contract), the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in relation to the **Seller's** failure to perform or improper performance of the Contract. The **Seller** undertakes to pay the liquidated damages within the period specified in the invoice or the claim.

11.2. Where the **Seller** fails to fulfil its obligations within the term indicated in the Article 6.2 of the Special Part of the Contract the **Seller** shall pay the **Purchaser** the liquidated damages agreed by the Parties in advance, which shall make up 0.2% of the value of the goods which are not replaced for each day/hour of delay, the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in the event of the **Seller's** failure to perform or improper performance of its obligations relating to the warranty/useful life of the goods.

11.3. Where the **Seller** fails to fulfil its obligations within the term indicated in the Article 6.3 of the Special Part of the Contract during quality guarantee/useful life period, the **Seller** shall pay the **Purchaser** the liquidated damages agreed by the parties in advance, which shall make up 0.2% of the value of the goods which are not replaced for each day/hour of delay, the payment of which shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** in the event of the **Seller's** failure to perform or improper performance of its obligations relating to the warranty/useful life of the goods.

11.4. Where the Contract is terminated on the grounds specified in Clauses 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6 (9.2.7. *(if advance payment is provided for in the terms and conditions of the Contract)*), the **Seller** shall within 14 (fourteen) days (as of the day of termination of the Contract) pay the **Purchaser** the liquidated damages, which equal to 7 (seven) % of the contract price (or the total tender price (including VAT – *in case VAT is included into the contract price*) (a specific percentage or specific fixed amount indicated in the Special Part of the Contract)) which shall not exceed the total value of all outstanding obligations under the Contract. The payment of the liquidated damages shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

11.5. If the Contract is terminated on the grounds provided for in Clause 9.2.4. of the General Part hereof, the **Seller** shall within 7 (seven) days (as of the day of termination of the Contract) pay the **Purchaser** the liquidated damages equal to the purchase value of defective goods which shall not exceed the total value of the outstanding obligations hereunder. The payment of the liquidated damages shall not release the **Seller** from the obligation to cover all the losses incurred by the **Purchaser** due to non-performance or improper performance of the Contract by the **Seller**.

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

11.7. Delayed financing from the budget shall be deemed the grounds for absolute release of the **Purchaser** from civil liability and payment of default interest on overdue payment.

12. Validity of the Contract

12.1. The Contract shall take effect from the signature of both Parties (*this condition shall apply if the performance of the Contract will not be secured by a security bond or a bank guarantee*) and submission of the Contract performance guarantee of a bank or the security bond of an insurance company by the **Seller** to the **Purchaser** which guarantees the payment of the amount indicated in Clause 11.4 of the General Part hereof (if the **Purchaser** terminates the Contract on any grounds listed in Clauses 9.2.1 – 9.2.7, the guarantor/surety shall pay the amount indicated in Clause 11.4 of the General Part hereof). The guarantee or the security bond indicating that the guarantor or the surety is liable only for indemnification

of direct damages shall not be accepted as the guarantor or the surety must undertake to indemnify the specific Contract performance amount indicated in Clause 11.4 hereof) (*in case the contract performance will be secured by a security bond or a bank guarantee*).

12.2. The guarantor/surety shall irrevocably and unconditionally undertake to perform the duty and pay the amount undertaken by transferring the amount to the **Purchaser's** account within 14 (fourteen) days of a written notice confirming the termination of the Contract at the **Seller's** fault on the grounds provided for in the Contract (*in case the contract performance will be secured by a security bond or a bank guarantee*).

12.3. The **Seller** shall within 5 (five) business days of signing the Contract submit the Contract performance guarantee of a bank or the security bond of an insurance company specified in Clause 12.1 of the General Part hereof to the **Purchaser** which shall be valid two months longer than the term of delivery of the goods provided for in the Special Part hereof. Payment of the amount specified in the Contract Performance Guarantee of a bank or the security bond of an insurance company shall not be deemed to constitute full compensation of damages incurred by the **Purchaser** and shall not release the **Seller** from the obligation to cover such damages in full (*in case the performance of the contract will be secured by a security bond or a bank guarantee*).

12.4. If the legal entity which has issued the Contract performance guarantee (a bank or an insurance company) is unable to perform its obligations in the period of validity of the Contract, the **Seller** shall within 10 (ten) days provide a new Contract performance guarantee under the same terms and conditions. If the **Seller** fails to provide a new Contract performance guarantee, the **Purchaser** shall have the right to terminate the Contract under the procedure stipulated in Clause 9.2.5 of the General Part hereof.

12.5. The Contract Performance Guarantee shall be returned within 10 (ten) days of expiry of the performance guarantee upon a written request of the **Seller**.

12.6. The provisions of the Contract may not be amended during the validity term of the Procurement Contract, except for the provisions of the Contract which, if amended, would not constitute a breach of the principles and objectives stipulated in Article 3 of the Law on Public Procurement and provided that such amendments to the provisions of the Contract have been authorised by the Public Procurement Office. Correction of the provisions of the Contract under the circumstances provided for herein, if such circumstances are clearly and unequivocally defined and stated in the Terms and Conditions of Tender, shall not be deemed to constitute amendments to the provisions of the Contract.

12.7. Should the Parties identify technical oversights or spelling mistakes (false transfer of provisions from a tender or the procurement terms and conditions, etc.), the persons responsible for the performance of the Contract or the details of the Parties specified herein change during the period of validity of the Contract, the Parties may by a written agreement correct the provisions of the Contract without applying to the Public Procurement Office. Such correction of the provisions of the Contract shall not be considered a change of the provisions of the Contract.

12.8. The Contract may be extended under the terms and conditions laid down in the Special Part hereof.

12.9. The expiry term of the Contract provided in the Special Part of the Contract shall not end the obligations of the Parties indicated in the Contract and shall not release from civil liabilities in the event of breach of the Contract.

13. Correspondence

13.1. The notices in the Lithuanian/English languages (*applicable where the contract is executed in English*) delivered between the **Purchaser** and the **Seller** shall be executed in writing. The notices between the Parties shall be sent by mail, e-mail, fax or delivered in person. The notices shall be sent to the addresses and numbers specified in the details of the Parties in the Special Part hereof. If the sender requires an acknowledgement of receipt, the sender shall indicate such a request in its notice. In case any deadline of reply to a written notice is established, the sender should include a request of acknowledgement of receipt of a written notice.

13.2. The Parties shall within 3 (three) business days notify one another in writing of the change in the contact details of the Party specified in the Special Part hereof. Either Party failing to notify of the change

of its details in a timely manner shall not be entitled to file any claims in respect of any actions performed by the other Party following the details of the Party provided in this Contract.

14. Confidentiality

14.1. The Parties shall ensure that the information communicated by one Party to another will be used for the purposes of the Contract exclusively and shall not be used in such a way that would inflict harm on the Party communicating the information.

14.2. The Parties shall ensure the confidentiality of all information known to them and/or entrusted to them throughout the validity of the Contract, upon expiry or termination hereof.

14.3. Unless otherwise provided for in the legal acts of the Republic of Lithuania, the **Seller** shall not use the information entrusted to it by the **Purchaser** either in its personal interest or in the interest of any third parties or disclose such information to other parties without a prior written agreement of the **Purchaser**.

15. Final Provisions

15.1. The Contract has been executed in the Lithuanian/English/Lithuanian and the English languages in two/four counterpart copies (one/two copies to each Party) (*depending on the languages in which the contract will be executed*). Both texts are equally authentic and legally binding. In the event of any discrepancies between the texts in the Lithuanian and English languages, the text in English shall prevail (applicable where the contract is concluded with a foreign seller in the Lithuanian and English languages).

15.2. The Contract is constituted of the General Part and the Special Part, as well as the annex(s) hereto. All annexes to this Contract shall constitute an integral part hereof.

15.3. Neither Party shall be entitled to assign its rights and obligations under the Contract to any third party without a prior written consent of the other Party.

15.4. Unless otherwise provided in the Special Part of the Contract the **Seller** shall pay the **Purchaser** the minimum losses agreed upon by the Parties in advance to an extent of 5 percent of the of the contract/tender price for breach of obligation stated in the Article 15.3 of the Contract.

15.5. The **Seller** warrants that it has all licences required for the performance of the Contract. The **Seller** shall cover the **Purchaser's** losses in case any claims are put forward to the **Purchaser** or proceedings brought regarding the violations related to the patents or licences concerning the Contract or committed in the period of performance of the Contract.

15.6. The Parties hereby confirm that when entering into the present Contract they did not exceed or breach their competence (articles of association, regulations, statute, any resolution, decision, order of the managing body of the Party (owner, incorporator or other competent entity), any binding legal act (including local, individual), transaction, court decision (ruling, judgement), etc.).

15.7. The person/persons appointed by the **Seller** who act on behalf of the **Seller**, accept and confirm the orders for the goods placed by the **Purchaser**, the estimate for the goods supplied, participate in the meetings with the **Purchaser** and carry out other actions required for the proper performance of the Contract are specified in the Special Part hereof.

15.8. The person/persons appointed by the **Purchaser** who act on behalf of the **Purchaser**, place orders for the goods, the estimate for the goods to the **Seller**, participate in the meetings with the **Seller** and carry out other actions necessary for the proper performance of the Contract are specified in the Special Part hereof.

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Lithuanian Armed Forces

Lithuanian Armed Forces
Commander of Logistics

Col. Sigitas Mundris



SELLER
NFM Production Sp z o.o.

NFM Production Sp z o.o.
Command Board Member

Hanna Torbicka



2 June 2016
Annex No.

4 to the Preliminary Supply - Purchase Contract No.KPS-364

Equipment system parts delivery deadlines and quantities of the products applicable to the first contract concluded on the basis of the preliminary contract

Ref. No.	Product name	The quantity of the products delivered within 3 months. from the entry into force of the contract.	The quantity of the products delivered within 5 months. from the entry into force of the contract.	The total quantity of the products, which is expected to be purchased under the first contract on the basis of the preliminary contract
1.	Backpack of the equipment (large capacity)	1 500	6 500	8 000
2.	Vest of the equipment	1 500	6 500	8 000
3.	Pouch - bag for ammunition of a medium machine gun	400	1600	2 000
4.	Underbarrel grenade launcher grenade pouch	400	1 600	2 000
5.	Pouch for two magazines of automatic weapons	6 000	26 000	32 000
6.	Hand grenade pouch	3 000	13 000	16 000
7.	Radio station pouch	400	1 600	2 000
8.	Gas mask pouch	1 500	6 500	8 000
9.	Individual medical pouch	1 500	6 500	8 000
10.	Pistol pouch	400	1 600	2 000
11.	Pistol magazine pouch	800	3 200	4 000
12.	Smoke grenade pouch	1 500	6 500	8 000

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Command Board Member

Hanna Torbicka

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Hanna Torbicka

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FORMS OF THE DOCUMENTS REQUIRED FOR THE CODIFICATION

List of Codified Tangible Assets

Presenter of the list and date:

Contract number:

Date of Contract:

Attached documents:

No.	Supplier	NCAGE	Actual manufacturer	NCAGE	Factory number or other identification code	NSN code (if available)	Name	Price

Instructions for filling-in of the list of codified tangible assets

Column	Instruction
Presenter of the list and date	Enter the service that is submitting the list and date when the list is filled in
Contract number	Enter the Contract number.
Contract date	Enter the date of the Contract that includes provisions regarding codification.
Attached documents	Indicate what documents (or electronic files) are attached (description, drawings, etc.), number of pages of documents.
Supplier	Indicate the supplier of tangible assets.
NCAGE	Enter the supplier's NCAGE code, if available.
Actual manufacturer	If supplier is not the actual manufacturer of tangible assets, indicate the actual manufacturer.
NCAGE	Enter the NCAGE code of the actual manufacturer, if available
Factory number of other identification code	Indicate the factory number (article) given by the actual manufacturer or other unique identification number of the tangible assets.
NSN code	This column is be filled in, if foreign tangible assets are purchased and NSN code is available.
Name	Indicate name of tangible assets offered by the manufacturer
Price	Indicate price for tangible assets.

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INFORMATION ON MANUFACTURER OR SUPPLIER

No.	NCAGE	Name	Address	Phone No.	Fax No.	E-mail address	Company code	Supplier	Manufacturer

Instructions for filling-in of form „Information on the Manufacturer or Supplier“

Column	Instruction
NCAGE *	Enter the supplier's or manufacturer's NCAGE code (if it is granted and available).
Name	Indicate exact name of the supplier.
Address	Indicate exact address of supplier or manufacturer (and zip code).
Phone No.	Enter the phone number of the supplier or manufacturer (city code is necessary).
Fax No.	Enter the fax number of the supplier or manufacturer (city code is necessary).
E-mail address	Enter the e-mail address of the supplier or manufacturer.
Company code	Enter the company number of the supplier or manufacturer.
Supplier (manufacturer)	Mark the right variant (XX) (i.e. whether the supplier is the actual manufacturer of tangible assets or it acts only as a distributor of products of other manufacturers).

* fields marked with asterisk are not obligatory. Other fields, not marked with asterisk, are obligatory.

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Command Board Member

CZŁONEK ZARZĄDU

Hanna **Forbicka** **Forbicka**

