

PRELIMINARY CONTRACT FOR THE SALE AND PURCHASE OF THE GOODS

6 April 2017, No. KPS-109
Vilnius

The Lithuanian Armed Forces, legal entity code 188732677, Šv. Ignoto 8, 01144 Vilnius, represented by the Commander of the Logistics Command, Lt. Col. Ramūnas Baronas, acting under the official powers granted under the Order of the Commander of Lithuanian Armed Forces of 1 April 2015 No. V-403 (hereinafter - the **Purchaser**) and **TRAWENA, limited liability company, commercial partnership**, legal person code 0000536890, Trawniki 624C, 21-044 Trawniki, Poland, represented by Chairman of the Board Sebastian Knap (hereinafter referred to as the **Seller**), both hereinafter referred to collectively in this preliminary contract for the sale-procurement of the goods 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 and purchase of the goods, hereinafter referred to as "Preliminary Contract", and agreed on the following terms and conditions.

1. CONCEPTS

1.1. The concepts used for the purpose of the present Contract:

1.1.1. **Procurement Contract** shall mean the contract for the procurement-sale of the goods concluded by the Purchaser and the Seller in accordance with the provisions set forth in the present Preliminary Contract.

1.1.2. **Preliminary Contract** shall mean the contract concluded between the **Purchaser** and the **Seller** with the aim of establishing the terms and conditions to be applied to the Procurement Contracts intended to be concluded within the term of validity of the Preliminary Contract.

1.1.3. **Goods rates** shall mean the goods rates proposed by the **Seller** and specified in Annex 1 "Prices and preliminary quantities of the goods" to the Preliminary Contract (hereinafter – Annex 1) that cannot be increased by submitting proposals regarding specific quantities of the goods.

2. SCOPE OF APPLICATION AND THE OBJECT OF THE PRELIMINARY CONTRACT

2.1. Under the present Preliminary Contract the **Purchaser** and the **Seller** agree to establish the terms and conditions following which the Parties will be able, within the period of validity of the Preliminary Contract and in the manner set forth therein, to conclude the Purchase Contract regarding the **sports sets (shorts, T-shirts)** (hereinafter – the Goods) specified in Annex 1 to the Preliminary Contract and compliant with the technical requirements indicated in Annex 2 to the Preliminary Contract "Technical specification of the sports set" (hereinafter – Annex 2).

2.2. The **Purchaser** 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. Within the period of validity of the Preliminary Contract, award to the Purchaser the Contracts for procurement of the goods, in accordance with this Preliminary Contract and annexes thereto, and properly perform the present Preliminary Contract as well the Procurement Contracts awarded on the basis thereof;

2.3.2 upon the awarding of the first Procurement Contract for the relevant products, to agree upon and approve the working samples of the goods (2 set, one to the **Purchaser** 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 use/maintenance manuals and the quality assurance plan prepared in accordance with AQAP 2105 or ISO 10005 or an equivalent standard. Working samples, use/maintenance manuals and the quality assurance plan shall be valid for the entire period of validity of the Preliminary

Contract. Working samples of the goods 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, not inferior to those at the time of the signature of the Preliminary Contract. In case within the validity of the Preliminary Contract the **Purchaser** receives information that the qualification of the **Seller** may potentially fail to meet the minimum qualification requirements set forth in the terms and conditions of the open competitive procedure, the **Purchaser** shall have a right to request the **Seller** to provide the documents supporting his conformity with the qualification requirements specified in the terms and conditions of the open competitive procedure. Having examined the provided the documents and established that the **Seller** fails to meet the qualification requirements the **Purchaser** shall have the right to terminate the Preliminary Contract.

3. RATES OF THE GOODS

3.1. The rates of the Goods are indicated in Annex 1 to the Preliminary Contract. The rates of the Goods are presented inclusive of all costs and charges related to the sales of the Goods. The rates of the Goods indicated in Annex 1 to the Preliminary Contract shall be fixed for the entire period of validity of the Preliminary Contract; the rates shall be revised in the cases referred to in Item 3.2 (if applicable) of the Preliminary Contract.

3.2. In case of a change, after the conclusion of the Preliminary Contract, in the rate of the value added tax levied upon the Services, the rate shall be recomputed and recorded by a written agreement of the Parties (not applicable).

4. PROCEDURE FOR THE CONCLUSION OF THE PROCUREMENT CONTRACT

4.1. Within the period of validity of the Preliminary Contract the **Purchaser** shall have the right to submit to the Seller an order of Goods and to conclude with the **Seller** the Goods Procurement Contract. The order shall include: name and quantity of the Goods, order date, other information requested from the **Seller**.

4.2. The **Purchaser** undertakes to submit the application to the **Seller** by means of the CPP IS.

4.3. The Seller undertakes, within no more than 3 (three) business days, to confirm, by the communication means of the CPP IS, its consent to conclude the Procurement Contract according to the application submitted by the **Purchaser**.

4.4. The **Seller** undertakes to arrive to conclude the Procurement Contract within the term specified by the **Purchaser** by the communication means of the CPP IS.

5. NOTICES

5.1. Unless specified otherwise, the **Parties** to the Preliminary Contract shall submit notices to each other in writing.

5.2. The notices sent by the **Parties** to the Contract shall be considered served in writing, provided they are submitted by mail, fax, electronic mail or delivered in person at the addresses of the **Parties** specified in the Contract. In case an addressee notifies a different address, the documents must be delivered to the new address. Unless the addressee has notified a different address in its notice, the reply shall be sent at the address from which the notice had been sent.

5.3. If the sender of a notice requires an acknowledgement of receipt, the sender shall indicate so in the outgoing notice.

6. VALIDITY OF THE PRELIMINARY CONTRACT

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

6.2. The Preliminary Contract shall be valid for **48 (forty eight) months**, unless it is terminated on the grounds referred to in Item 7 of the Preliminary Contract.

7. TERMINATION OF THE PRELIMINARY CONTRACT

7.1. The Preliminary Contract may be terminated:

7.1.1. upon a written agreement of the Parties;

7.1.2. in case *force majeure* circumstances last for more than 1 (one) month, where the Parties have not entered into any agreement regarding an amendment to the present Preliminary Contract enabling the Parties to continue fulfilling their contractual obligations.

7.2. The **Purchaser**, having notified the **Seller** in writing no later than 5 (five) days in advance, shall have the right to terminate the Preliminary Contract, where:

7.2.1. within the validity of the Preliminary Contract the **Seller** refuses in writing or fails by the specified time to arrive to conclude at least one of the Procurement Contracts under the terms specified in Annex 3 “Draft Contract for Public Sale-Procurement of Goods” to the Preliminary Contract (hereinafter – Annex 3);

7.2.2. at least one of the Procurement Contracts concluded with that Seller is terminated on the grounds provided for in Items 9.2.1 to 9.2.7. of the General Part of the Procurement Contract prior to the expiry of the validity of the Preliminary Contract;

7.2.3. the **Seller** fails in fulfilment of the requirements referred to in Item 2.3 of the Preliminary Contract;

7.2.4. the **Seller** proposes the prices of the Goods which are higher than the prices of the Goods indicated in Annex 1 to the Preliminary Contract.

7.3. Upon the termination of the Preliminary Contract on at least one of the grounds referred to in Items 7.2.1, 7.2.2, or 7.2.4 of the Preliminary Contract, the **Seller** shall be required to pay to the **Purchaser**, within 7 (five) working days of the termination of the Preliminary Contract, the minimum damages pre-agreed by the **Parties** in the amount of **EUR 17,000.00** (*seventeen thousand euro, 00 cents*), but not in excess of the value of the obligations defaulted under the Preliminary Contract.

7.4. The payment of the minimum damages pre-agreed by the **Parties** shall not release the **Seller** from the liability to reimburse the **Purchaser** for any damages incurred through defective performance of the Preliminary Contract by the **Seller**.

7.5. The termination of the Preliminary Contract shall not affect the performance of any other effective **Procurement Contract** concluded prior to the termination of the Preliminary Contract.

8. FORCE MAJEURE

8.1. Neither of the **Parties** shall be liable for partial or complete failure to fulfil the contractual obligations, provided the Party demonstrates that the fulfilment of the obligations was not possible due to *force majeure* circumstances.

8.2. The **Party** to the Contract that is not able to fulfil its contractual obligations due to *force majeure* circumstances must without delay, but no later than within 10 (ten) days of the occurrence or learning of the circumstances, notify the other **Party** thereof in writing.

8.3. The *force majeure* circumstances shall be considered the circumstances referred to 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 Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania.

9. DISPUTE SETTLEMENT PROCEDURE

9.1. The Contract has been drawn and shall be interpreted according to laws of the Republic of Lithuania.

9.2. Any disputes or controversies between the **Purchaser** and the **Seller** related to the Preliminary Contract shall be settled by way of negotiations and in case of failure to do so shall be resolved in the manner set forth by laws of the Republic of Lithuania in courts of the Republic of Lithuania according to the **Purchaser's** registered office.

10. INFORMATION ABOUT THE SUB-SUPPLIERS

The **Seller** shall not be employing (a) sub-supplier(s) for the performance of this Preliminary Contract.

11. FINAL PROVISIONS

11.1. The present Preliminary Contract is drawn in the Lithuanian and English languages in four counterparts – two counterparts for each **Party** thereto. In case of any differences in the interpretation of the Preliminary Contract, the text of the Preliminary Contract in the English language shall prevail.

11.2. Neither **Party** shall have the right to assign its rights or obligations under the present Preliminary Contract to any third party without having obtained a prior written consent of the other **Party**.

11.3. During the performance of the Preliminary Contract the manufacturer of the goods specified in Annex 1 to the Preliminary Contract may only be possible upon signing the Agreement on Modification of the Preliminary Contract, after the **Seller** has submitted to the **Purchaser** the documents showing that the Goods would be in conformity with the requirements specified in the technical specification presented in Annex 2 to the Preliminary Contract, upon joint approval of the Good's working sample.

11.4. 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 specified therein, provided those circumstances have been clearly and unambiguously specified in the documents of the open procedure.

11.5. All the Annexes to the present Preliminary Contract shall be an integral part of the Preliminary Contract:

Annex 1. "Prices and indicative quantities of goods", 1 page;

Annex 2 "Technical specification for the sports set", 9 pages;

Annex 3 "Draft Contract for Public Sale-Procurement of Goods", 13 pages;

*taisyta
J. Andriškevičiūtė
2017-04-04 Aud-*

12. Details of the Purchaser Lithuanian Armed Forces

Code: 188732677

VAT payer code LT887326716

Šv. Ignoto g. 8, LT-01144 Vilnius, tel.

S/a LT48 7300 0100 0246 0179

Swedbank, AB

Contact person:

Vida Pošiūnienė, Head of Clothing and Equipment
of Material Resources Department of the Lithuanian
Armed Forces, tel. (8 5) 278 5226, e-mail:

Vida.Posiuniene@mil.lt

13. Details of the Seller

**TRAWENA, limited liability company,
commercial partnership,**

Code 0000536890

VAT payer code PL7123267595

Trawniki 624C, 21-044 Trawniki, Poland

ING BANK ŚLĄSKI SA

PL13 1050 1953 1000 0024 2864 8980

Contact person responsible for the

quality of the Goods supplied: Marek

Baran – Director of Procurement

Department +48 504 082 683

e-mail: mbaran@trawena.com.pl

PURCHASER

Lithuanian Armed Forces

on behalf of Lithuanian Armed Forces
Commander of the Logistics Command

Lt. Col. Ramūnas Baronas

L.S.

SELLER

**TRAWENA, limited liability company,
commercial partnership,**

Chairman of the Board

Sebastian Knap

Marek D Baran

2017 - 04 - 06

Public sale-procurement contract No. KPS-108

Annex 1

PRICES AND INDICATIVE QUANTITIES OF THE GOODS

| Item No. | Name of product | Unit of measurement | Preliminary quantity of the goods 48 mēn.* units of measurement | Price per unit of measurement in EUR (ex. 21% VAT) | Preliminary contract amount in EUR (ex. VAT) | Manufacturer of the goods (country, company) |
|----------|--------------------------------|---------------------|---|--|--|--|
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 1 | Sports sets (shorts, T-shirts) | set | 18 000 | 29,77 | 535 860.00 | TRAWENA, Poland |

*The specified quantity of the goods is indicative, the Purchaser is under no obligation to purchase all of it within the entire period of validity of the preliminary contract.

BUYER

Lithuanian Armed Forces

on behalf of Lithuanian Armed Forces
Commander of the Logistics Command



Lt. Col. Ramūnas Baronas

SELLER

TRAWENA limited liability company,
commercial partnership

Chairman of the Board


Sebastian Knap

2017 - 04-06

Public sale-procurement contract No. *KPS-103*

Annex 2

TECHNICAL SPECIFICATION FOR A SPORTS SET

I. GENERAL PROVISIONS

1. Sports set (hereinafter - the set) consists of T-shirts and shorts. The set is designed to be worn by soldiers performing sports tasks.

2. The sets must comply with the requirements provided in this technical specification.

3. The articles must meet the minimum environmental requirements established for textile articles by Order of the Minister of Environment of the Republic of Lithuania of 28 June 2011 No. D1 - 508 "On the approval of the lists of articles, the description of the procedure of the criteria of public procurements thereof, the environmental criteria and the environmental criteria applicable to the articles by the contracting authorities when purchasing goods, services or works" (with amendments).

4. The sizes of the clothes required for soldiers are listed in Table 1 formed according to the requirements of the standard LST EN 13402 (EN 13402) and the size system in use by the Lithuanian Armed Forces.

5. The values (in cm) in the table of measures (Table 2) are listed for the size for the height of 176-182 and the chest circumference of 104-108. When mutually adjusting a working sample, dimensions and constructional solutions as well as the sewing technology may be slightly modified, if required. Deviation of 2% from the given dimensions is allowed, unless otherwise stated in the technical requirements).

6. The tracksuits shall be accepted under a working sample provided by the Supplier and approved by the Purchaser.

7. The data of LST ISO 8559 (ISO 8559) "Clothes construction and anthropometric measurements. Body dimensions" must be used for designing of the articles.

8. If necessary, non-standard size clothes may be required to be sewed, up to 2% from the total quantity ordered.

9. Differing shades of parts of the clothes are not allowed. Auxiliary materials must meet the description of the clothes and the working sample.

10. All the parts shall be sheared in one direction from a single piece of fabric.

11. The colour of the sewing thread shall be matched to the colour of the main fabric (unless otherwise stated in the technical requirements).

12. The article must be symmetrical, elements used in pairs shall be set out symmetrically.

13. The warranty period of the articles shall be 12 (twelve) months in the conditions of active use, counting from the day of issuance of the goods from the Purchaser's warehouse and 24 (twenty-four) months from the day of signing of documents of acceptance of the goods to the warehouse.

14. The model of a sports set provided in Sketches 1 to 2.

15. The sports set must consist of:

T-shirts - of grey colour similar to the code 18-3907 TCX in the colour catalogue PANTONE TEXTILE.

Shorts - of black colour. The shade of black colour shall be agreed upon during adjustment of a working sample.

16. Each set must be accompanied by the instruction for maintenance (use).

II. TECHNICAL REQUIREMENTS

17. The T-shirts shall be sheared from a knitted fabric corresponding to the technical characteristics listed in Table 3. The fabric must be with special finish, giving the fabric better water absorption as well as evaporation.

18. The shorts must be made from the fabric technical characteristics whereof are listed in Table 4, with the briefs sewed in, made of the fabric of knitted mesh corresponding to the technical specifications listed in Table 5.

19. Description of the T-shirt model:

19.1. T-shirts of straight silhouette, with inserted sleeves, round neck, bound in the hem of the same knitted fabric. (see Sketches 1 to 2). Shoulder, side and sleeve-insertion seams are sewed by a 0.5 ± 0.2 width seam. The neck sewing seam is stitched with the seam of 2 needles (see Sketches 1 to 2).

19.2. The bottom of the sleeves is tucked by 2 cm and stitched by the machine of 2 needles.

19.3. The bottom of T-shirts is tucked by 2 cm and stitched by the machine of 2 needles (Sketches 1-2).

19.4. On the top of the back part, a black transfer or pigment print of a word "KARIUOMENĖ" (ARMED FORCES) shall be made (print width - 27.6 cm, height - 7.4 cm).

19.5. On the left front side, a black shield-shaped transfer or pigment print (of 68 x 77 mm in size) shall be made.

19.6. The "antimigration" finish shall be made for a transfer print - the colour of the main fabric must not migrate to the print, the print must be without stains, good-quality, not to peel off. Prints are provided in Sketch 3. For larger sizes the print size may be increased by 10 to 15%.

19.7. The specific location for prints shall be agreed upon during the adjustment of the working sample.

20. Description of the model of the shorts:

20.1. The shorts shall be brief, with a rubber band and a cord on the waist, with two flush pockets.

20.2. The seams of the middle front, middle back, side and back gusset stitching shall be stitched by the stitch of 2 needles.

20.3. The back gusset shall move to the front part.

20.4. The flush pockets of 17.5 ± 0.2 cm in length shall be sewed in the sides, zipped by a two-way zipper. The upper part of the pocket bags is from the knitted mesh-structured fabric and the bottom part is from the main fabric. The edge of a pocket is stitched by a stitch of 1 mm, the end links are made on the sides. The pocket bag is of a rounded shape.

20.5. The elastic band is sewn in the waist. The waist is stitched by four parallel chain stitches: the first stitch is sewn at a distance of 0.5 to 0.6 cm from the top of the waist, the second stitch is sewn at a distance of 1.0 to 1.1 cm from the first stitch, the third stitch sewn at a distance of 1.5 to 1.6 cm from the second stitch, the fourth stitch sewn at a distance of 1.0 to 1.1 cm from the third stitch.

20.6. Two vertical loops, 1.5 ± 0.1 cm wide, through which a textile cord is pierced are sewed in the inner side of the waist, on both sides of the front middle seam. The distance between the loops is 2.5 to 3 cm.

20.7. The bottom of the trousers is tucked by 2.5 cm and stitched by the machine of 2 needles.

21. Requirements for auxiliary materials:

21.1. The lining of the shorts, parts of the pocket bags that specified in the description shall be sheared from the knitted fabric of mesh structure corresponding to the technical characteristics provided in Table 6. The knitted fabric of mesh structure must be of black colour.

21.2. The zippers of the shorts shall be two way, the width of the chain shall be 0.4 ± 0.1 cm. The zippers must be matched to the colour of the main fabric, corresponding to the technical specifications provided in Table 4. The sliders shall be magnetic. The sliders shall be magnetic.

21.3. The elastic band of the waist of the shorts must be of the width of 4.0 ± 0.2 cm, consisting of NA $\geq 80\%$ and $\geq 10\%$ EL, of black colour. The elastic band must be high-quality (not to lose elasticity during wearing).

21.4. The textile cord of the waist of the shorts must be of polyester or polyamide, round, braided, 1.0 ± 0.1 cm wide, black colour. The plastic or metal ends must be placed on the compressed textile cordage preventing the ends from tearing.

21.5. The yarns must be colour-matched to the fabrics, and the thickness as well as the stitch density thereof must provide the adequate strength of a seam. The ends of all seams must be sealed.

21.6. The resistance to abrasion and blending as well as the dimensional change after wash of the auxiliary textile fabric used in the sewing of the product must be not worse than those of the main fabric and lining.

III. LABELLING, PACKAGING AND ACCEPTANCE

22. The Director of the Material Resources Department shall approve a working sample, which is the basis for accepting the articles manufactured.

23. For approval of a working sample, the Supplier shall present:

23.1. two identical articles (of base size);

23.2. the main and auxiliary materials (knitted fabric, furniture, etc) used for sewing the article, laboratory testing protocols, proving their compliance with the requirements specified in the technical specification (protocols must be approved by the manufacturer or the laboratory and submitted in the original language with translation into the Lithuanian language) or an assurance that the article's sewing materials meet the established requirements (if requested);

23.3. samples of the main and auxiliary materials (knitted materials, furniture, etc.) used for sewing the article (if required);

23.4. guide of the use and care of the article which is to be attached, upon agreement, to each article;

23.5. measure table for all sizes.

24. The batch production may start only upon approval of a working sample.

25. Size marking and labelling of the articles must meet the following requirements and the procedure applicable in the Republic of Lithuania.

26. Each article shall be labelled with a label stating:

- supplier's name or trademark;
- manufacturer's name or trademark (if different from the supplier);
- indicate the country of origin of the imported goods, if it does not match with the country of the registered office of the manufacturer;
- name of the article (used in planning and accounting of the Lithuanian Armed Forces);
- size;
- contract date and number;
- batch and lot numbers;
- date of manufacture;
- NSN code given by the Lithuanian Armed Forces.

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

28. A labelling band must be sewn on the inner side of each article (the location is agreed upon during adjustment of the working sample), stating:

supplier's name or trademark;

manufacturer's name or trademark (if different from the supplier);

fibrous composition;

size;

contract number and date;

batch and consignment code;

date of manufacture;

symbols of maintenance signs (according to DIN EN ISO 3758 (ISO3758));

phrase "Made for the Lithuanian Armed Forces."

29. The band must be made of satin fabric (edges must not be sharp), the information must be easily legible for the entire lifetime thereof.
30. The sport sets shall be packed individually in polythene bags and cardboard boxes in quantities agreed by the parties.
31. The batch packaging must have the following indicated:
- supplier's name or trademark;
 - manufacturer's name or trademark (if different from the supplier);
 - indicate the country of origin of the imported goods, if it does not match with the country of the registered office of the manufacturer;
 - name of the article (used in planning and accounting of the Lithuanian Armed Forces);
 - size;
 - contract date and number;
 - batch and lot numbers;
 - quantity;
 - date of manufacture;
 - NSN code given by the Lithuanian Armed Forces.
32. The articles shall be accepted in batches and lots. Each lot must be marked with signs and symbols and a declaration of conformity of the article in form A.2. according to DIN EN ISO / IEC 17050-1 (ISO / IEC 17050-1) shall be presented for it.
33. Of the selected batch of goods, the purchaser shall, in accordance with the provisions of the contract, check the quality of the goods and carry out the laboratory tests with them. In the event that the results do not meet the technical requirements, the entire batch of the goods then delivered shall be defect.

Table 1

SIZE TABLE OF A SPORTS SET

| Height, cm | Chest circumference in cm | 88-92 | 96-100 | 104-108 | 112-116 | 120-124 |
|------------|---------------------------|-------|--------|---------|---------|---------|
| | Waist circumference in cm | 68-76 | 80-88 | 92-100 | 104-108 | 112-116 |
| | 164-170 | x | x | x | x | |
| | 176-182 | x | x | x | x | x |
| | 188-194 | x | x | x | x | x |
| | 200-206 | | x | x | x | x |

Note. The table with exact sizes with the quantities indicated shall be presented to the Supplier at the time of awarding the contracts.

Table 2

TABLE OF MEASURES OF BASIC SIZE OF T-SHIRTS AND SHORTS

| Ref. No. | Measuring point | Value, cm | Permissible deviations, ± cm |
|----------|--|-----------|------------------------------|
| 1. | T-shirt | | |
| 1.1. | Length from a shoulder from the highest point in front | 72 | 1.5 |
| 1.2. | Chest width | 54 | 1.0 |
| 1.3. | Bottom width | 52 | 1.0 |
| 1.4. | Collar width | 17 | 1.0 |
| 1.5. | Collar depth in the front | 10.5 | 0.5 |
| 1.6. | Collar depth in the back | 1.5 | 0.5 |
| 1.7. | Sleeve length from the centre of the back | 43 | 1.0 |
| 1.8. | Sleeve width (at the armscye) | 20 | 1.0 |
| 1.9. | Sleeve width at the bottom | 17 | 1.0 |
| | | | |
| | | | |

| | | | |
|-------|---|------|-----|
| 2. | Shorts | | |
| 2.1. | Length of the side (including the waistline) | 44.5 | 2.0 |
| 2.2. | Step length | 14.0 | 1.5 |
| 2.3. | Front seam length (including the waistline) | 31.5 | 1.0 |
| 2.4. | Back seam length (including the waistline) | 45.0 | 1.0 |
| 2.5. | Distance from the bottom of the waistline to the hip line (on the side) | 20.0 | 0.5 |
| 2.6. | Hip width | 60.0 | 1.0 |
| 2.7. | Thigh width | 38.5 | 1.0 |
| 2.8. | Bottom width | 34.0 | 0.5 |
| 2.9. | Waist width | 38.0 | 1.0 |
| 2.10. | Width of the stretched waistline (minimum) | 53.0 | 1.0 |
| 2.11. | Width of the leg armscye (measured straight, without stretching) | 28.0 | 0.5 |

Note. A table of measures of all sizes shall be agreed upon with the successful tenderer.

Table 3

TECHNICAL SPECIFICATIONS OF T-shirts of knitted fabric

Knitting type - round.

The knit shall be of incomplete waffle weave, the pattern whereof consists of two lines , i.e. 1 and 2 (standard BS EN ISO 8388,3.2.3). The outer side of a knit shall be knitted in line 2 of polyester/TENCEL yarn of equal linear density. The inner side of the knit shall be knitted in line 1 of complex and textured polyester yarns which are knitted every two lines in succession.

| Ref. No. | Index, dimension | Index value | Test method designation |
|----------|--|---|--|
| 1. | Fibre composition, % | 91 ± 3% Polyester 9 ± 3% (TENCEL) Lyocell | please specify |
| 2. | Surface density, g/m ² | 180 ± 10 | LST ISO 3801 (ISO 3801); BS EN 12127 (EN 12127) or equivalent |
| 3. | Dimensional change after washing* (transverse and longitudinal directions),% | ≤ ± 5 | BS EN ISO 5077 (ISO 5077) or equivalent |
| 4. | Colour fastness, rate: | | |
| 4.1. | to dry friction | 3–4 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) or equivalent |
| 4.2. | to wet friction | 3–4 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) or equivalent |
| 4.3. | wash at 30 ° C | 3-4 | BS EN ISO 105-C06 (ISO 105-C06) or equivalent |
| 5. | Colour difference**, Δ E _{CMC} | ≤ 1.5 | BS EN ISO 105-J03 (ISO 105-J03) or equivalent |

Notes:

* Washing and drying procedures according to DIN EN ISO 6330 (washing procedure - 4M, drying method - F (to be dried at a lower temperature)).

** Indicator 5 "Colour difference" is required during the performance of the contract and establishes a permitted colour deviation from the agreed working sample.

Table 4

TECHNICAL SPECIFICATIONS OF THE MAIN FABRIC FOR SHORTS

The elastic polyester fabric with water-repellent finish

| Ref. No. | Index, dimension | Index value | Test method designation |
|----------|--|---|---|
| 1. | Fibre composition, % | 88 ± 3% polyester 12 ± 3% elastane (spandex) | please specify |
| 2. | Surface density, g/m ² | 130 ± 15 | LST ISO 3801 (ISO 3801); LST EN 12127 (EN 12127) |
| 3. | Dimensional change after washing* (transverse and longitudinal directions),% | ≤ ± 5 | LST EN ISO 5077 (ISO 5077) |
| 4. | Colour fastness, rate: | | |
| 4.1. | to dry friction | 3 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) |
| 4.2. | to wet friction | 3 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) |
| 4.3. | wash at 30 ° C | 3 | LST EN ISO 105-C06 (ISO 105-C06) |
| 5. | Colour difference**, Δ E _{CMC} | ≤ 1.5 | BS EN ISO 105-J03 (ISO 105-J03) |

Notes:

* Washing and drying procedures according to DIN EN ISO 6330 (washing procedure - 4M, drying method - F (to be dried at a lower temperature)).

** Indicator 5 "Colour difference" is required during the performance of the contract and establishes a permitted colour deviation from the agreed working sample.

Table 5

TECHNICAL SPECIFICATIONS OF STRUCTURAL MATERIALS OF KNITTED MESH (for lining of the shorts)

| Ref. No. | Index, dimension | Index value | Test method designation |
|----------|--|---------------|---|
| 1. | Fibre composition, % | 100 polyester | please specify |
| 2. | Surface density, g/m ² | 100 ± 10% | LST ISO 3801 (ISO 3801); LST EN 12127 (EN 12127) |
| 3. | Dimensional change after washing* (transverse and longitudinal directions),% | ≤ ± 5 | LST EN ISO 5077 (ISO 5077) |
| 5. | Colour fastness, rate: | | |
| 5.1. | to dry friction | 3–4 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) |
| 5.2. | to wet friction | 3–4 | BS EN ISO 105-X12 -X16 (ISO 105-X12 -X16) |
| 5.3. | for sweat | 3–4 | BS EN ISO 105-E04 (ISO 105-E04) |

Notes:

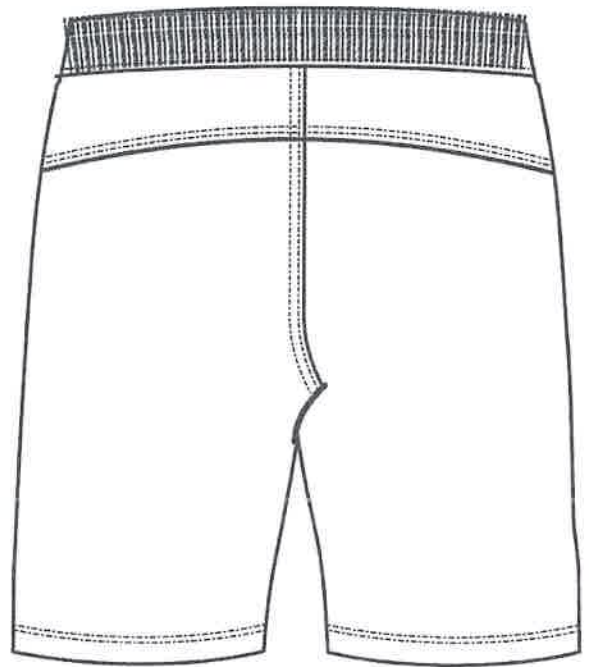
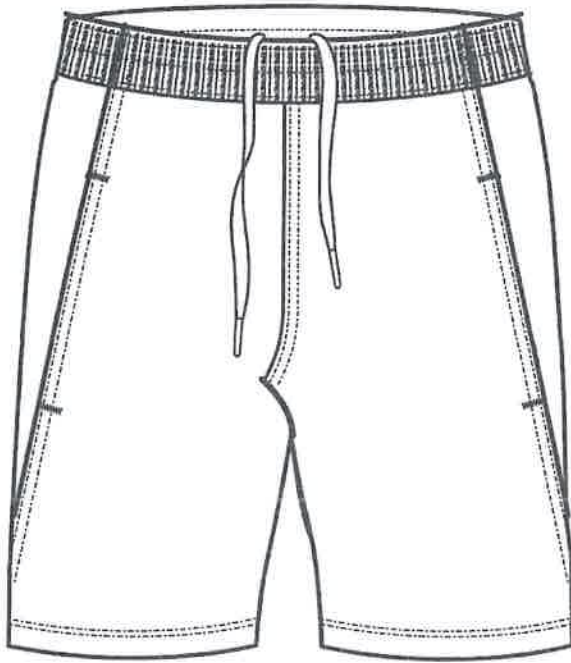
* Washing and drying procedures according to DIN EN ISO 6330 (washing procedure - 4M, drying method - F (to be dried at a lower temperature)).

Sketch 1

T-SHIRTS OF A SPORTS SET



Sketch 2
SHORTS OF A SPORTS SET



UŽRAŠAS "KARIUOMENĖ", LIETUVOS KARIUOMENĖS ŽENKLAS

KARIUOMENĖ

UŽRAŠAS "KARIUOMENĖ"

LIETUVOS KARIUOMENĖS ŽENKLAS



BUYER

Lithuanian Armed Forces

on behalf of Lithuanian Armed Forces
Commander of the Logistics Command

Lt. Col. Ramūnas Baronas



SELLER

**TRAWENA, limited liability company,
commercial partnership,**

Chairman of the Board

Sebastian Knap
Sebastian Knap

2017 - 04-06

Public sale-procurement contract No. *KPS-109*
Annex 3 to

I. DRAFT PUBLIC SALE-PROCUREMENT CONTRACT SPECIAL PART

_____, 2017, No. _____
Vilnius

The **Lithuanian Armed Forces** represented by (*division, position, name, last name*) acting in accordance with (*the document on the basis of which the person acts*) (hereinafter – the **Purchaser**), and

(**Seller**), legal entity code (*code*), (*address*), represented by (*position, name, last name*) acting in accordance with (*the document on the basis of which the person acts*) (hereinafter – the **Seller**), (*the respective data about each partner in case of a group of economic entities*),

hereinafter in the present contract for sale-procurement of the goods jointly referred to as the Parties and each individually as the Party, acting in accordance with the Law on Public Procurement and the Preliminary Contract for Sale-procurement of the Goods No.____ concluded by and between the Armed Forces of Lithuania and (*the Seller*) of (*date*), have concluded the present Public Sale-Procurement Contract, hereinafter referred to as the “Contract”, and have agreed on the following terms and conditions:

1. Subject matter of the Contract

1.1 The **Seller** undertakes to sell and deliver to the **Purchaser** the **sports outfits (shorts, T-shirts)** (hereinafter - the goods), corresponding to the requirements established in Annex 1 to the Contract “Technical specification for the sports set” (hereinafter - Annex 1) and manufactured in accordance with the approved working samples.

1.2 The **Purchaser** undertakes to pay, in accordance with the present Contract, for the goods compliant with the requirements of Annex 1 to the Contract, delivered in the sizes specified in Article 3 to the Contract “Supply of goods according to the rates” (hereinafter - Annex 3), in the quantities and for the prices specified in Annex 2 to the Contract “Quantities and prices of the goods” (hereinafter - Annex 2).

2 The **Contract price** shall be **EUR _____** (____ euro ____ euro cents), excluding 21 % value added tax - *if applicable*) (hereinafter – VAT). The price of the goods shall be inclusive of all taxes and all the expenditure of the **Seller** (storage, packaging, transportation, delivery costs) and all other costs which may affect the price or may be incurred during the execution of the Contract.

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

3.1. The **Seller** undertakes to deliver to the **Purchaser** the goods in compliance with the requirements of the Contract within **5 (five)** months of the entry into force of the Contract awarded on the basis of the preliminary contract.

3.2. The **Seller** undertakes to fulfil the obligations set forth in Item 3.5. of the general part of the Contract no later than within **120 (one hundred twenty)** days from the entry into force of the Contract. The product quality assurance plan must be prepared in accordance with LKS AQAP 2105 or ISO 10005, or an equivalent standard (*applicable where the corresponding goods are specified in Annex 1 to the preliminary Contract, the Contract is awarded for the first time*).

3.3. The **Seller** shall be required to specify the indices of the goods' batch and consignment on the packaging of the goods and in the invoice. Each consignment of the same batch of the goods shall be marked in the order of precedence. The **Seller** must specify the quantity of goods in VAT invoices in accordance with the sizes.

3.4 4.1. The Goods shall be delivered to the warehouses of the Purchaser, located at Savanorių avenue 8, Vilnius, Depot Service of the Lithuanian Armed Forces.

4. Payment procedure:

4.1. the **Purchaser** shall settle accounts with the **Seller** in the manner specified in Item 4 of the General Part of the Contract. No Notice of transfer and acceptance of the goods shall be signed.

4.2. Upon a decision of the **Seller**, an advance payment of up to 30 % (thirty percent) of the amount referred to in Item 2 of the Special Part of the Contract may be made. In this case, Items 4.3 to 4.6 of the general part of Contract relating to the advance payment shall apply.

5. The **Purchaser** shall have a right to terminate the Contract in the manner set forth in the General part of the Contract:

5.1. when the **Seller** delays delivering the Goods for more than 30 (thirty) days from the deadline referred to in Item 3.1 of the Special Part of the Contract;

5.2 If the **Seller** fails in fulfilment of the requirements under Item 3.2 of the Special Part of the Contract;

5.3. In other cases referred to item 9.2 of the General Part of the Contract.

5.4. in case *force majeure* circumstances last for more than 30 (thirty) days where the Parties have not entered into any agreement modifying the present Contract to enable them to continue fulfilling their contractual obligations;

5.5 In the cases referred to item 9.1.1 of the General Part of the Contract.

6. Quality of the Goods

6.1 The Goods must be in compliance with the requirements specified in Annex 1 to the Contract as well as the approved working sample of the Good. The packaging and labelling of the Goods must comply with the requirements of the Rules on Labelling and Indication of Prices of Items (Goods) for Sale in the Republic of Lithuania approved by Order No. 170 of the Republic of Lithuania Minister of Economy (of the current version or the requirements of the respective legislation amending them, if adopted).

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

6.3. The **Seller** shall guarantee that the Goods and the materials from which they have been manufactured are free of defects and compliant with the requirements laid down in Item 6.1 of the Special Part of the Contract.

6.4. The **Seller** (unless the **Seller** is the manufacturer of the Goods) shall ensure that while manufacturing the Goods the manufacturer complies with the requirements for the Goods and their quality set forth in the Contract. The responsibility for the fulfilment of the requirements and for the supervision thereof shall lie with the **Seller**. The **Seller** shall be responsible for the quality control of the Goods in the course of their production, and the delivery to the **Purchaser** of only high quality goods compliant with the requirements of the Contract.

6.5. The quality of the Goods shall be evaluated and the Goods shall be accepted at the delivery of the Goods to the **Purchaser**. Laboratory tests can be performed with the Goods in accordance with Clauses 5.5 to 5.7 of the General Part of the Contract. The amount of the Goods taken for the laboratory testing shall be not more than 3 (three) units per batch of the Goods.

7. Quality guarantee

7.1. The quality guarantee period of the products delivered by the **Seller** shall be 12 (twelve) months in the conditions of active use, which shall be calculated from the date of issuance of the products from the **Purchaser's** warehouse and 24 (twenty four) months from the signing of the documents of acceptance of the products to the warehouse.

7.2 Item 6.3 of the General Part of the Contract shall apply. The **Seller** shall fulfil the obligations indicated in Item 6.3 of the General Part of the Contract within no later than 30 (thirty) days of the receipt of a written notice of the **Purchaser**.

7.3 Item 6.5 of the General Part of the Contract shall apply. The **Purchaser** 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 Goods taken for the laboratory testing shall be not more than 3 (three) units per selected batch of the Goods. In the event the results of the laboratory tests do not

the Contract, the entire lot/consignment of the Goods non-compliant with the requirements shall be considered to be defective and the costs of the laboratory tests shall be covered by the **Seller**. The replacement of defective Goods with the good quality ones shall be carried out in accordance with the provisions of Item 6.3 of the General Part of the Contract.

8. Security for the discharge of obligations

8.1. The **amount secured by a Bank guarantee or a surety letter of an insurance company** is EUR___ (_____euro ___ cents) (7 % of the Contract price). The term of validity of the **Bank guarantee or the surety letter of an insurance company** shall in all cases be equal to the term indicated in Item 11 of the Special Part of the Contract plus 2 (two) months (*applicable if the Contract price is higher or equal to EUR 50,000*).

8.2. The Bank guarantee or the surety letter of an insurance company must be compliant with the requirements set forth in Items 12.1, 12.2 and 12.3 of the General Part of the Contract (*applicable if the Contract price is higher or equal to EUR 50,000*).

8.3. No Bank guarantee or the surety letter of an insurance company is required where the Contract price is lower than EUR 50,000. The minimum damages pre-agreed by the Parties according to Item 11.4 of the General Part of the Contract shall be 7 % of the Contract price indicated in Item 2 of the Special Part of the Contract.

9. Sub-suppliers The **Seller** does not use sub-supplier.

10. Miscellaneous

10.1 **The Seller** undertakes to:

10.1.1. fulfil the obligations referred to in Item 8 of the General Part of the Contract, and submit a copy of the signed Contract, and the data required for the identification of the Goods purchased according to the forms provided in Annex 4 to the Contract *Forms of the documents required for the codification* to the National Codification Bureau of the Material Resources Department of the Lithuanian Armed Forces at the address: Savanorių pr. 8, 03116 Vilnius, Lithuania; (8 5) 278 5252, fax: (8 5) 210 3793.

10.1.2. along with each batch of the Goods, to provide, free of charge, a declaration of conformity of the manufacturer according to sample form A.2 of LST EN ISO/IEC 17050, attesting that the Goods meet the requirements laid down in the Contract.

10.1.3. in case of late delivery of the Goods within the deadline set in Item 3.1 of the Special Part of the Contract, to pay the **Purchaser** the minimum pre-agreed damages of 0.2 % of the value of undelivered Goods for each day of delay and shall reimburse all the damages incurred by the **Purchaser** as a result of failure to perform the contract or improper performance thereof by the **Seller**. The **Seller** undertakes to pay the minimum pre-agreed damage no later than within the term indicated in the invoice or the payment request;

10.1.4. having terminated the Contract for the reasons referred to in Item 11.4 of the General Part and Items 5.1 to 5.3 of the Special Part of the Contract, within 14 (fourteen) days (starting with the Contract termination date), to pay to the **Purchaser** the minimum damages pre-agreed by the Parties, amounting to a minimum of 7 % (seven percent) of the Contract price, but no more than the value of all the defaulted obligations under the Contract.

10.2. The manufacturer referred in Annex 2 to the Contract may be subject to change (if different from the **Seller**). Modification of the Contract shall be documented in writing, after the **Seller** has submitted to the **Purchaser** the documents proving that the products meet the requirements specified in the technical specification of the relevant Goods, presented in Annex 1 to the Contract, upon joint approval of the Good's working sample.

10.3. Annexes to the Contract:

Annex 1 "Technical specification for the sports set" (*to be attached during the execution of the public sale-procurement contract*)

Annex 2 "Prices and quantities of the goods" (*to be attached during the execution of the public sale-procurement contract*)

Annex 3 "Delivery of the goods by sizes" (*to be attached during the execution of the public sale-procurement contract*)

Annex 4. "Forms of the documents required for the codification", 2 pages.

11. Validity of the Contract

The Contract shall be valid for 7 (seven) months, and with respect to the financial obligations— until the full discharge of such obligations.

12. Details of the Purchaser

Lithuanian Armed Forces

Code 188732677

VAT payer code LT 887326716

Šv. Ignoto g. 8, LT-01144 Vilnius, tel.

S/a LT48 7300 0100 0246 0179

Swedbank, AB

Correspondence and documentation to be sent to:

LK Materialinių resursų departamentas

(Material Resources Department of the LAF),

Savanorių pr. 8, LT-10103 Vilnius

Contact person _____

(position, name, last name, tel., e-mail)

regarding the performance of the Contract

13. Details of the Seller

Contact person _____

(position, name, last name, tel., e-mail)

The person responsible for the quality of the Goods supplied:

PURCHASER

SELLER

II. DRAFT PUBLIC SALE-PROCUREMENT CONTRACT GENERAL PART

1. Definitions

1.1. The key concepts used for the purpose of the present Contract:

1.1.1. **Contract** shall mean the General and the Special Part of the present Contract, and the Annexes to the Contract on the Purchase-Sale of the Goods.

1.1.2. **Parties to the Contract** shall mean the **Purchaser** and the **Seller**.

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

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

1.1.3. **Consignee** shall mean the division of the Purchaser specified in the Special Part of the Contract, or an Annex to the Contract and to which the Goods will be delivered.

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 agreed upon by the Parties in the Special Part hereof and corresponding to the requirements of set forth by the Purchaser.

1.1.7. **Minimum damages pre-agreed by the Parties** shall mean an indisputable 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 an obligation.

1.1.8. **Pricing rules** shall mean the price established in the Contract, or the rules on the calculation of the Contract price or its adjustment.

1.1.9. **Consignment of Goods** shall mean the quantity of goods delivered in a single shipment.

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 the lot of material concerned.

1.2. The calculation of the minimum damage pre-agreed by the Parties shall commence as of the following day of the term of payment and expire upon the performance of obligations under the Contract by the Party (the day of performance of the obligations shall be considered the final day of the calculation).

1.3. The titles of the Parts and Articles of the Contract are used for the convenience of references, and for the purpose of the interpretation of the Contract may be used as an auxiliary tool only.

1.4. Unless otherwise provided for in the Contract, the duration of the contract and other terms shall be counted 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. Where the context requires the words in singular in the Contract such words may also mean plural, and vice versa.

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

2. Price of the Goods/rates of the Goods/pricing rules

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 fixed and shall not be changed throughout the validity of the Contract, unless the VAT/excise duty rate applicable to the Services and the related goods changes after signing the Contract. The recalculated price/rates shall be recorded in 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 Rates of the Goods shall be changed in accordance with the Pricing Rules set forth in an Annex to the Contract. The recalculated rates shall be recorded in a written agreement of the Parties and applicable to the goods delivered after the day of the 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 provision of the Services (*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/rates of the goods, 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 provision 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 the assembly/commissioning and/or the maintaining of the Goods on the spot;

2.4.5. costs of supply with tools required for the assembly and/or maintaining of the Goods;

2.4.6. costs of providing the use and maintenance manuals stipulated in the Technical Specification;

2.4.7. costs of the warranty repair of the Goods.

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

3. Terms and conditions of the supply of the Goods

3.1. The Goods shall be supplied within the terms and in line with the procedure set forth in the Special Part of the Contract (or the Annex(es) thereto).

3.2. The **Seller** shall provide the Services at own risk without any additional payment. The Purchaser shall acquire the ownership to the Goods only upon signing by the Parties of the Notice on the Delivery-Acceptance of the Goods which shall only be signed provided the Goods are of high quality and comply with the requirements set forth in the Contract and the Annex(es) thereto (*if signed*). Provided the Goods are of appropriate quality and correspond to the requirements stated in the Contract and the Annex(es) thereto (*if signed*) the Notice on the Delivery-Acceptance shall be signed no later than within 30 days, except in the cases where the Goods are subject to laboratory tests.

3.3. The **Purchaser** shall not pay for the quantities of the Goods supplied in excess of the Contract/applications/orders.

3.4. In case the **Seller** delivers a consignment of Goods which is smaller than that indicated in the Contract/applications/orders, the **Purchaser** shall return the consignment of the Goods to the **Seller**, and the Goods shall be considered not delivered, and the **Seller** (if the terms for the delivery of the Goods are missed as a result) shall be subject to the sanctions referred to in Item 11.1 of the General Part of the Contract.

3.5. The **Seller** undertakes within the terms following the coming into effect of the Contract referred to in the Special Part of the Contract:

3.5.1. develop, produce and agree with the **Purchaser** and approve the working standard of the Goods (2 units, one for the **Purchaser**, and the second for the **Seller**) compliant with the requirements specified in the Contract and the Annex (s) thereto (*if the condition is provided for in the Special Part of the Contract*);

3.5.2. agree with and submit to the **Purchaser** a required plan for securing the quality of the Goods drawn up according to the recommendations regarding the Required quality securing plan, or the standards defined in the Special Part of the Contract (*provided the Special Part of the Contract provides for this condition*);

3.5.3. agree with the **Purchaser** the instruction on the use (maintaining) of the Goods which shall be supplied with every Item of the Goods (*provided the Special Part of the Contract provides for this condition*).

3.6. The **Purchaser** shall return to the **Seller** the working standards of the Goods as referred to in Item 3.5, and the samples of the principal and the auxiliary materials used for the production of the Goods only after the **Seller** has fulfilled all of his contractual obligations, including the warranty obligations.

3.7. Where within the duration of the Contract the manufacturer of the Goods changes/revises the model/name indicated in the Contract of the Goods purchased under the present Contract, the **Seller** shall have a right to supply the Goods of a new model/name having in advance agreed the issue with the **Purchaser** and concluded an additional agreement with the **Purchaser**. The Goods of a new model/name shall comply with the requirements for the Goods purchased specified in the Contract and the Annex(es) thereto, supplied for the same price and their technical data may not be inferior to the technical data of the Goods covered by the Contract. The Goods of a new model shall be compatible with the other Goods purchased under the Contract, and those already in the possession of the **Purchaser**.

4. Payment terms and conditions

4.1. The **Seller** shall be paid upon handing over of the object of the Contract, in conformity with the requirements established in the Contract and the Annex(es) thereto, to the **Purchaser** and signing of the Notice on the Delivery-Acceptance of the Goods by both Parties (*if signed*), within 30 (thirty) days of signing of the Notice on the Delivery-Acceptance of the Goods (*if signed*) and receipt of the invoice (the invoice must also be sent by electronic means). In case any other payment terms are established, they shall be recorded in the Special Part of the Contract.

4.2. Upon the delivery of the Goods by the **Seller**, the **Purchaser** shall have a right to decide, within 3 (three) days, whether the Goods delivered by the Seller (the specified lot/consignment of the Goods) will be subject to laboratory tests in order to be satisfied that the Goods meet the requirements specified in the Contract and the Annex(es) thereto. In case the **Purchaser** decides that no laboratory tests will be performed with respect to the Goods, then the Goods compliant with the requirements specified in the Contract and the Annex(es) thereto shall be accepted, and the **Purchaser** shall pay to the **Seller** within 30 (thirty) days of the receipt of the invoice. Where the **Purchaser** decides that the Goods will be subject to laboratory tests, the Purchaser shall pay for the Goods within 30 (thirty) days after the results of the laboratory tests are received, and the Goods have been certified to be compliant with the requirements specified in the Contract and the Annex(es) thereto (*provided the Special Part of the Contract provides for this condition*).

4.3. Where the advance payment for the Goods, in the amount indicated in the Special Part of the Contract, is made, the **Seller** undertakes to submit, within 5 (five) working days from the receipt of the relevant notice, an advance payment bank guarantee and/or a surety letter (valid for the term for the delivery of the Goods plus 2 (two) months) issued by an insurance company for the amount of the advance payment made by the **Purchaser**, and an advance payment invoice.

4.4. The bank guarantee or the surety letter must certify that the guarantor irrevocably and unconditionally undertakes to pay the **Purchaser** an amount not exceeding the amount indicated in the bank guarantee/security letter by transferring the money to the **Purchaser's** account within 14 (fourteen) days after receipt of written notice from the **Purchaser**, confirming the termination of the Contract through the fault of the **Seller**.

4.5. It cannot be stated in the guarantee or the surety letter that the guarantor or the surety provider shall be liable for the compensation of direct damages only. The guarantee or the surety letter may neither include any terms or conditions which would oblige the **Purchaser** to prove to the company issuing the guarantee or surety letter, that the Contract with the **Seller** has been terminated for legitimate reasons nor otherwise permit the company issuing the guarantee or the surety letter not to pay (or delay payment of) the amount secured by the guarantee or the surety letter.

4.6. The advance payment bank guarantee or insurance company surety letter not corresponding to the requirements stated in Items 4.3 to 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 to the **Purchaser** an advance

payment bank guarantee or a surety bond from the insurance company, and Item 4.1 of the Contract shall apply.

4.7. The **Purchaser** shall make the advance payment within 10 (ten) days of receipt of the bank guarantee or the surety letter issued by an insurance company for the advance payment and of the invoice for advance payment (*if so provided in the Special Part of the Contract*).

5. Quality of the Goods

5.1. The Goods shall comply with the requirements set forth in the Contract and the Annex(es) thereto.

5.2. The **Seller** agrees that in accordance with the requirements of the LKS STANAG 4107 a representative of the State Quality Assurance may apply to a State Quality Assurance division of a NATO Member State or organisation in the country of the Seller to ensure implementation of the State Quality Assurance supervision for the period of the Contract (*if so provided in the Special Part of the Contract*). Where the **Seller** is not the manufacturer of the Goods, this requirement shall be included in the Contract of the **Seller** with the supplier which has manufactured the Goods notifying the **Purchaser** thereof (*if so provided in the Special Part of the Contract*).

5.3. Where any deviations of the Goods from the requirements set forth in the Contract and the Annex(es) thereto are established in relation to the acceptance of the Goods, representatives of the **Seller** shall be called immediately, and a statement shall be executed in their presence, the Goods shall not be accepted, and the **Seller** shall be subjected to contractual liability (in this case, the contractual liability shall apply in case the term for the delivery of the Goods has expired).

5.4. If a conflict over the quality of the Goods or the compliance thereof with the requirements set forth in the Contract and the Annex(es) thereto cannot be resolved by mutual agreement of the Parties, the Parties shall have the right to invoke independent experts. All costs relating to the work of experts shall be borne by the Party found at fault.

5.5. Where, in accordance with Item 4.2 of the General Part of the Contract, the **Purchaser** decides to carry out the laboratory tests of the Goods, in the presence of a representative of the **Seller**, a quantity of the Goods specified in the Special Part of the Contract shall be selected to check the compliance of the Goods thus selected for the requirements specified in the Contract and the Annex(es) thereto (*if so provided in the Special Part of the Contract*).

5.6. Where the laboratory tests verifying the compliance of the Goods with the requirements specified in the Contract and the Annex(es) thereto establish that the Goods fail to meet the requirements, a statement is drawn up, the remaining Goods (a lot or a consignment) Goods shall not be accepted, and the entire quantity of the Goods is returned to the **Seller**. No payment for the Goods is effected, and the Goods are considered not delivered, and the **Seller** is subjected to the sanctions referred to in Item 11.2 of the General Part of the Contract. In case the Goods are determined as not meeting the requirements set forth in the Contract and the Annex(es) thereto, the **Purchaser** shall not pay for the Goods used for the tests, while the **Seller** shall cover the costs of the laboratory tests, and pay to the Purchaser the minimum pre-agreed damages in the amount of 10 % of the value of the defected Goods. The minimum pre-agreed damage shall be used to compensate the **Purchaser** for the administrative costs incurred by the **Purchaser** in relation to the organisation of laboratory test procedures of the Goods. In that case the **Seller** shall be required, instead of the Goods returned as not compliant with the requirements set forth in the Contract and the Annex(es), deliver new Goods compliant with the requirements set forth in the Contract and the Annex(es) thereto. The replacement of the Goods shall be completed within the term specified in the Special Part of the Contract (*if so provided in the Special Part of the Contract*).

5.7. Where the laboratory tests of the Goods determine that the Goods meet the requirements set forth in the Contract and the Annex(es) thereto, the **Purchaser** shall cover the costs of the laboratory tests, and the **Seller** shall replace the Goods used for the laboratory tests by new Goods without any additional charge.

6. Quality guarantee of the Goods

6.1. The Goods shall be granted the quality guarantee/term of suitability for use as indicated in the Special Part of the Contract (or an Annex to the Contract).

6.2. Within the period of quality guarantee/suitability for use, the **Seller** shall be required to replace, within the term specified in the Special Part of the Contract, the defective item with a new item in compliance with the requirements set forth in the Contract and the Annex(es) hereto at its own expense (*if the Special Part provides for such a condition*).

6.3. Within the period of quality guarantee the **Seller** shall be required, no later than within the term indicated in the Special Part of the Contract, to eliminate the defects of the Goods, and, in case that is not practicable, replace at its own expense the Goods with defects with new ones compliant with the requirements set forth in the Contract and the Annex(es) thereto/within the term of suitability for use the **Seller** shall be required, no later than within the term indicated in the Special Part of the Contract, to replace the Goods, at its own expense, with new Goods compliant with the requirements set forth in the Contract and the Annex(s) thereto (*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/suitability for use period in writing (by fax or mail). Quality claims may be filed throughout the entire quality guarantee/suitability for use period.

6.5. Within the quality guarantee period the **Purchaser** may decide to carry out laboratory tests of the Goods selected from a consignment of the Goods or from each lot (where a consignment consists of several lots), by selecting the quantity of the Goods whose compliance with the requirements set forth in the Contract or the Annex(es) thereto shall be verified in the presence of a representative of the **Seller**. In the event the results of the laboratory tests do not meet the requirements set forth in the Annex of the Contract, the entire lot/consignment of the Goods is considered defective and the costs of the laboratory tests shall be covered by the **Seller**. The replacement of the defective Goods with good quality Goods shall be completed in accordance with the provisions of Item 6.3 of the General Part of the Contract (*if the Special Part provides for such a condition*).

6.6. In case an item is replaced with a new one, 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 Notice on the Delivery-Acceptance of the new item.

6.7. The quality guarantee period of the Goods that the **Purchaser** could not use in the period of the elimination of defects shall be extended for the period equal to the period of elimination of the defects.

6.8. The quality guarantee 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 handling of the Goods by the **Purchaser** or the activities of third parties, or *force majeure*.

7. Force majeure

7.1. A Party shall not be held liable for a failure to fulfil its obligations under the present Contract, if the Party proves that the failure to perform has been caused by force majeure that the Parties could not control or reasonably foresee, or prevent the occurrence of the circumstances or their consequences. The force majeure circumstances shall be the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania, and the Rules on the release from liability in view of force majeure circumstances approved Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania. For the purpose of determining the presence of force majeure circumstances the Parties shall follow Resolution No. 222 of 13 March 1997 of the Government of the Republic of Lithuania 'On the approval of the procedure for the issue of certificates certifying the presence of force majeure circumstances', or the legal acts superseding it. In the presence of force majeure circumstances the Parties of the Contract are released from the liability in the manner specified by legal acts of the Republic of Lithuania for the failure to fulfil their obligations, partial non-fulfilment or defective fulfilment of such obligations, and the term for the fulfilment of the contractual obligations shall be extended accordingly.

7.2. The Party requesting a release from liability must notify the other Party of the *force majeure* circumstances in writing without delay, 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 the obligations. The notice shall be also required in case when the basis for non-fulfilment of the obligations expires.

8. Codification

8.1. Within 5 (five) days after the coming into effect of the Contract the **Seller** must submit to the **Purchaser**, at the address indicated thereby, a copy of the signed Contract and the documents required for the identification of the Goods according to the forms 'List of material values to be codified' and 'The information on the manufacturer and the supplier' provided in an Annex to the Contract. The **Seller** must provide the completed and signed forms in electronic form or paper copies thereof (*if the Special Part provides for such a condition*).

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

9. Termination of the Contract

9.1. The present Contract may be terminated:

9.1.1. upon a written agreement of the **Parties**;

9.1.2 where the *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 to 60 days may be indicated in the Special Part of the Contract) and the Parties have not entered into any agreements to amend the Contract permitting the Parties to continue the fulfilment of their contractual obligations.

9.2. The **Purchaser**, having notified the **Seller** in writing no later than 7 (seven) days in advance, shall have the right to unilaterally terminate the Contract, where:

9.2.1. The **Seller** delays in delivering the Goods by the term specified in the Special Part hereof;

9.2.2. The **Seller** fails (or informs that it will not be able) to fulfil its contractual obligations to supply the Goods;

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

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

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

9.2.6. The Goods supplied by the **Seller** or the quality of the Goods fail to comply with the requirements specified in the Contract and the Annex(es) thereto;

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

9.2.8. The **Seller** is under liquidation procedure or a petition has been filed to court concerning the initiation of bankruptcy or restructuring proceedings, or is subjected to bankruptcy or restructuring proceedings, or a decision on the initiation of out-of-court bankruptcy proceedings has been taken with respect to the **Seller**.

9.3. Upon termination of the Contract, the **Seller** must within 10 (ten) days of termination of the Contract repay the advance payment made (if the advance payment has been made) for the Goods not delivered to the **Purchaser**.

10. Dispute settlement procedure

10.1. The present Contract has been executed and shall be interpreted according to laws of the Republic of Lithuania.

10.2. All disputes or controversies arising between the Parties in relation to the Contract shall be settled 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 courts of the Republic of Lithuania according to the registered office of the **Purchaser** (or if the **Purchaser** is not a legal entity but rather a unit of the Lithuanian Armed Forces - *according to registered office of the legal person - the Lithuanian Armed Forces*).

11. Liability

11.1. Where the **Seller** delays in delivery of the Goods within the term specified in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** a late interest in the amount of 0.2 % of the value of the delayed Goods for each day/hour delayed (*applies depending on the manner of counting the term of the obligation in the Special Part of the Contract*) as the minimum pre-agreed damages, the payment whereof shall not release the **Seller** from the obligation to indemnify the **Purchaser** for the damages incurred through the **Seller's** non-performance or defective performance of the Contract. The **Seller** undertakes to pay the minimum pre-agreed damages no later than within the term indicated in the invoice or the payment request.

11.2. Where within the quality guarantee term the **Seller** delays in fulfilling the obligations referred to in Item 6.2 of the General Part of the Contract within the term set forth in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** the minimum pre-agreed damages of 0.2 % of the value of the Goods which have not been replaced for each day/hour delayed, the payment whereof shall not release the **Seller** from the obligation to indemnify the **Purchaser** for the damages incurred through the **Seller's** non-fulfilment or defective fulfilment of the obligations related to the quality guarantee of the Goods/ the term of the suitability for use.

11.3. Where within the quality guarantee/suitability for use term the **Seller** delays in fulfilling the obligations referred to in Item 6.3 of the General Part of the Contract within the term set forth in the Special Part of the Contract, the **Seller** shall pay to the **Purchaser** the minimum pre-agreed damages of 0.2 % of the value of the Goods which have not been replaced, or whose defects have not been eliminated for each day/hour delayed, the payment whereof shall not release the **Seller** from the obligation to indemnify the **Purchaser** for the damage incurred through the **Seller's** non-fulfilment or defective fulfilment of the obligations related to the quality guarantee of the Goods/ the term of the suitability for use.

11.4. Where the Contract is terminated on the grounds specified in Items 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*)) of the General Part of the Contract, the **Seller** must within 14 (fourteen) days (as of the day of termination of the Contract) pay to the **Purchaser** the minimum pre-agreed damage of no less than 7 % (seven percent) of the Contract price (or the total tender price (including VAT – *in case VAT is included into the Contract price*)) (the specific percentage or the specific fixed amount is indicated in the Special Part of the Contract), as the minimum pre-agreed damages, but not exceeding the total value of all outstanding obligations under the Contract. The payment of the minimum pre-agreed 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. Where the Contract is terminated on the grounds referred to in Item 9.2.4 of the General Part of the Contract, the **Seller** must within 7 (seven) days of the termination of the Contract pay to the **Purchaser** the minimum pre-agreed damages in the value of the defective Goods, but not exceeding the value of all the obligations defaulted under the present Contract.

The payment of the minimum pre-agreed damages shall not release the **Seller** from the obligation to cover all the damages incurred by the **Purchaser** due to non-performance or defective performance of the Contract by the **Seller**.

11.6. Other cases of the imposition of the contractual liability with respect to the **Seller** are indicated in the Special Part of the Contract.

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

12. Validity of the Contract

12.1. The Contract shall take effect from the signature thereof by both Parties (*this clause shall apply if the performance of the Contract is secured by a surety letter or a bank guarantee*) and after the **Seller** submits to the **Purchaser** a bank guarantee or the surety letter of an insurance company as a security for the payment of the amount indicated in Item 11.4 of the General Part hereof (according to the bank guarantee or the surety letter the guarantor/surety provider must be under an obligation to pay the amount specified in Item 11.4 of the General Part of the Contract in the event of the **Purchaser's** termination of the Contract on any of the grounds set forth in Items 9.2.1 to 9.2.7). The guarantee or the surety letter indicating that the guarantor or the surety provider is liable only for indemnification of direct damages shall not be accepted as the guarantor or the surety provider must undertake to indemnify the specific Contract performance amount indicated in Item 11.4 hereof) (*provided the contract performance is secured by a surety letter or a bank guarantee*).

12.2. The guarantor/surety provider must irrevocably and unconditionally undertake to perform the duty and pay the amount committed by transferring the amount to the **Purchaser's** account within 14 (fourteen) days of a written notice confirming the termination of the Contract through the **Seller's** fault on the grounds provided for in the Contract (*provided the Contract performance is secured by a surety letter or a bank guarantee*).

12.3. The **Seller** shall no later than within 5 (five) working days of signing the Contract submit the Contract performance guarantee of a bank or the surety letter of an insurance company specified in Item 12.1 of the General Part hereof to the **Purchaser**, which shall be valid for the term of the supply of the Goods provided for in the Special Part hereof or the term of validity of the Contract, plus two months. The payment of the amount indicated in the bank guarantee or a surety letter issued by an insurance company as a security of performance of the obligations under the Contract shall not be related to the compensation of the damages incurred by the **Purchaser**, and shall not release the **Seller** from the obligation to fully reimburse the Seller for the damages incurred thereby (*provided the Contract performance is secured by a surety letter or a bank guarantee*).

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

12.5. The Contract Performance security shall be returned within 10 (ten) days of expiry of the performance security upon a written request submitted by the **Seller** (*in case the performance of the contract is secured by a surety letter or a bank guarantee*).

12.6. During the effective period of the Procurement Contract its terms and conditions may not be amended, except where changing such conditions would not violate the principles and aims established in Article 3 of the Law on Public Procurement / Article 6 of the Law on Public Procurement in the Area of Defence and Security of the Republic of Lithuania, and subject to approval of the Public Procurement Office. Any adjustment of the terms and conditions of the Contract under the circumstances provided therein shall not be considered to be an amendment of the terms of the Contract where such circumstances have been clearly and unambiguously defined in the Procurement Documents.

12.7. Should the Parties identify, within the period of validity of the Contract, any technical errors or clerical mistakes (false transfer of provisions from a tender or the Procurement 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 to be an amendment 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 them 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** must be executed in writing. The notices between the Parties must be sent by mail, e-mail, fax or delivered in person. The notices must be sent to the addresses and numbers specified in the details of the Parties in the Special Part hereof. Where the sender of a notice requires an acknowledgement of receipt, the sender shall indicate so in the outgoing 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 undertake to notify one another in writing within 3 (three) business days 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 must ensure that the information communicated by one Party to another is used for the purposes of the Contract exclusively, and will not be used in a way potentially detrimental to the Party communicating the information.

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

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

15. Final provisions

15.1. The Contract has been drawn in Lithuanian/English, the Lithuanian and the English languages in two/four counterparts (one/two copies to each Party) (*depending on the languages in which the contract will be executed*). Both counterparts of the Contract are authentic and shall be of equal legal power. 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 present Contract consists of the General Part and the Special Part, as well as the Annex(es) hereto. All annexes to this Contract shall constitute an integral part thereof.

15.3. Neither Party shall have the right to assign its rights or obligations under the present Contract to any third party without having obtained 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 pre-agreed damage of 5 % of the Contract/tender price for breach of obligation stated in the Item 15.3 of the Contract.

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

15.8. The person/persons appointed by the **Purchaser** representing the **Purchaser** and submitting orders to the **Seller** participate at meetings with the **Seller** and perform other actions required for the due implementation of the Contract are specified in the Special Part of the Contract.

Sebastian Knap

FORMS OF THE DOCUMENTS REQUIRED FOR CODIFICATION

List of codified material values

Drafter of the list, the date
Contract No.
Contract signature date

Documents attached

| No. | Supplier(Seller) | NCAGE | Original manufacturer | NCAGE | Manufacturer's number or other identification code | NSN code (if known) | Name | Price |
|-----|------------------|-------|-----------------------|-------|--|---------------------|------|-------|
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

The instruction for the compiling the list of the material values to be codified

| Column | Instruction |
|--|---|
| Drafter of the list, the date | Enter the service submitting the list, date of compiling the list |
| Contract No. | Enter the Contract No. |
| Contract signature date | Enter the date of the Contract which includes the Section on codification |
| Documents attached | Indicate the documents attached (or electronic files) (descriptions, drawings, etc.), total pages of the documents. |
| Supplier(Seller) | Indicate the provider (seller) of the material values |
| NCAGE | Enter the NCAGE code of the provider (seller), if known |
| Original manufacturer | In case the provider (seller) is not the original manufacturer of the material values, indicate the original |
| NCAGE | Enter the NCAGE code of the original manufacturer, if known |
| Manufacturer's number or other identification number | Indicate the manufacturer's number (article) assigned by the original manufacturer, or another identifying number unambiguously identifying the material value. |
| NSN code | This column shall be completed when procuring foreign material values and the NSN code is known. |
| Name | Indicate the name of the material value proposed by the manufacturer |
| Price | Indicate the price of the material value. |

INFORMATION ABOUT THE MANUFACTURER OR THE SUPPLIER (SELLER)

| No. | NCAGE | Name | Address | Phone No. | Fax.: | E-mail: | Company code | Supplier(Seller) | Manufacturer |
|-----|-------|------|---------|-----------|-------|---------|--------------|------------------|--------------|
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

Instruction on the filling in the Form 'Information about the manufacturer or the supplier (Seller)

| Column | Instruction |
|---------------------------------------|--|
| NCAGE * | Enter the NCAGE code of the provider (seller) or the manufacturer (if such code has been assigned and is known). |
| Name | Indicate the exact name of the provider (seller) or the manufacturer. |
| Address | Indicate the exact name of the provider (seller) or the manufacturer (and the postal code). |
| Phone number | Enter the phone number of the provider (seller) or the manufacturer (city code required). |
| Fax.: | Enter the phone number of the provider (seller) or the manufacturer (city code required). |
| E-mail address * | Enter the e-mail address of the provider (seller) or the manufacturer. |
| Company code | Enter the company code of the provider (seller) or the manufacturer. |
| Provider (seller) or the manufacturer | Mark (X) the appropriate (i.e. whether the provider (seller) is the original manufacturer of the material values, or only a distributor of the production of other manufacturers). |

* fields marked with an asterisk are optional. Other fields not marked with an asterisk are mandatory.

BUYER

Lithuanian Armed Forces

on behalf of Lithuanian Armed Forces
Commander of the Logistics Command

Chairman of the Board

Sebastian Knap

Lt. Col. Ramūnas Baronas

SELLER

TRAWENAlimited liability company,
commercial partnership,,