

**CONTRACT FOR PUBLIC PROCUREMENT OF THE GOODS BASED ON 20 OF DECEMBER
2017 PRELIMINARY CONTRACT NO. KPS-450**

I. SPECIAL PROVISIONS

20 March, 2018 *Nr. KPS-45*
Vilnius

The Lithuanian Armed Forces, legal entity code 188732677, address Šv. Ignoto 8, LT-01144 Vilnius, represented by col. Valdas Šiaučiulis, Chief Advisor of the Defence Materiel Agency under the Ministry of National Defence and Acting Director of the Defence Materiel Agency under the Ministry of National Defence, who performs the temporarily assigned functions of the Director of the Defence Materiel Agency on the basis of Order No. V-1243 of the Minister of National Defence of 21 December 2017 and who acts in accordance with the mandates granted to him by Order No. V-1741 of the Chief of Defence of the Republic of Lithuania dated 29 December 2017 (hereinafter referred to as the **Buyer**), and **Prabos Plus a.s.**, legal entity code 26272857, Komenskeho 9, 763 21 Slavíčin, Czech Republic, represented by director Mr Juraj Vozar, acting in accordance with the company articles of association (hereinafter referred to as the **Seller**), hereinafter in the present sale of goods contract together referred to as "Parties", and each separately as "a Party", concluded the present Sale of Goods Contract, hereinafter referred to as "the Contract" according to the Law of the Republic of Lithuania on Public Procurement and the Preliminary Sale of Goods Contract No. KPS-450 concluded between Lithuanian Armed Forces and **Prabos Plus a.s.** on 20 of december 2017, and agreed upon the following conditions.

1. Subject of the Contract

1.1. The **Seller** undertakes the obligation to sell and deliver to the **Buyer ship uniform boots** (hereinafter referred to as Goods) that comply with the technical requirements laid out in Appendix 1 of the Contract "The Technical Specification for Ship Uniform Boots" (hereinafter referred to as Appendix 1), the quantities and prices indicated in Appendix 2 "Prices and Quantities of Goods" (hereinafter referred to as Appendix 2) and the sizes laid out in Appendix 3 "Supply of Ship uniform boots by Sizes".

1.2. The **Buyer** undertakes the obligation to accept the goods satisfying the requirements laid out in Appendix 1 of the Contract and pay for them in accordance with the procedure established by the Contract.

2. Contract Value

The **Contract value is 57387,60** (fifty-seven thousand and three hundred and eighty-seven Euro 60 ct), the value added tax (hereinafter referred to as VAT) excluded. The price of goods includes all taxes (except for VAT) and all expenses of the **Seller** (storing, packing, transportation, delivery and all other expenses that may affect the price and may appear during the performance of the Contract).

3. Place, Terms and Conditions of the Delivery of Goods:

3.1. The **Seller** undertakes the obligation to deliver to the **Buyer** the goods specified in Appendix 2 of the Contract within **6 (six) months** from the Contract coming into force.

3.2. The **Seller** undertakes the obligation to perform the duties outlined in paragraphs 3.5.1, 3.5.2 and 3.5.3 of the General Conditions of the Contract no later than within **150 (one hundred and fifty)** days from the Contract coming into force. The goods quality assurance plan must be prepared in accordance with LKS AQAP 2105 or ISO 10005 or an equivalent standard. (*Applicable when the Contract is concluded for goods for the first time*).

3.3. The **Seller** shall provide a declaration of conformity and the documents (a protocol provided by the manufacturer or laboratory testing) with the first batch of goods proving that technical characteristic of goods comply with requirements specified in Appendix 1 of the Contract. (*Applicable when the Contract is concluded for the first time*).

3.4. The **Seller** shall provide the batch and lot indexes on the packaging and in invoices. Each lot of the same batch of goods shall be marked in an ascending order.

3.5. Goods shall be delivered in accordance with the terms and conditions of international trade (contracts) INCOTERMS 2015 DDP to the **Buyer's** warehouses at the following address: Depot service, 8 Savanorių Ave., Vilnius, Lithuania.

4. Payment procedure:

4.1. The payment procedure between the **Seller** and the **Buyer** is established in the paragraph 4 of the General Conditions of the Contract. A Delivery-Acceptance Act shall not be signed.

4.2. Upon the **Buyer's** decision, an advance payment may be made in the amount of up to 30 (thirty) percent of the amount indicated in the paragraph 2 of the Special Conditions of the Contract. In such an event, conditions established by paragraphs 4.3 – 4.6 of the General Conditions of the Contract shall be applied.

5. Buyer's Right to Unilaterally Terminate the Contract

5.1. In the event of the **Seller** being late to deliver the goods for more than 30 (thirty) days from the date indicated in the Contract, the **Buyer** has the right to terminate the Contract in accordance with the procedure established in the General Conditions of the Contract.

5.2. Other cases of a unilateral termination of the Contract are outlined in paragraph 9.2 of the General Conditions of the Contract.

6. Quality of Goods

6.1. The quality of goods shall correspond to the requirements established by Appendix 1 of the Contract and the approved working example.

6.2. The **Seller** guarantees that the goods as well as the materials they are manufactured from have no defects and comply with the requirements established by the paragraph 6.1 of the Special Conditions of the Contract.

6.3. The **Seller** (if they are not the manufacturer of the goods) shall ensure that the manufacturer of the goods, during the manufacturing process of the goods, complies with the requirements established by the Contract for the goods and their quality. The **Seller** is responsible for the compliance with the present requirements and the monitoring. The **Seller** is responsible for the quality control during the manufacturing process, and the delivery of only the goods that are of high quality and comply with the contractual requirements to the **Buyer**.

6.4. The compliance with the requirements outlined in Appendix 1 of the Contract shall be evaluated, and the acceptance of goods shall be performed after their delivery to the **Buyer**. In the event of a non-compliance, the goods shall not be accepted and shall be not considered as delivered.

6.5. Laboratory testing of the goods may be performed in accordance with the procedure established in the paragraphs 4.2, 5.5-5.7 of the General Conditions of the Contract. The quantity of goods taken for laboratory testing is no more than 5 (five) pairs of footwear from the chosen batch of goods.

7. Warranty Obligations

7.1. The warranty period of goods delivered by the **Seller** shall be no less than 12 (twelve) months in conditions of an active exploitation that starts on the day of their issuance from a warehouse of the **Buyer** and lasts for 24 (twenty-four) months from the signing day of the documents on the receipt of goods in a warehouse.

7.2. Paragraph 6.3 of the General Conditions of the Contract is applicable. Obligations established in the paragraph 6.3 of the General Conditions of the Contract shall be fulfilled within 30 (thirty) days from the **Buyer's** written message.

7.3. Paragraph 6.5 of the General Conditions of the Contract is applicable. The quantity of goods taken for laboratory testing is no more than 5 (five) pairs of footwear from the chosen batch of goods. The replacement of goods non-compliant with the established requirements with the high-quality ones shall be carried out in accordance with the provisions of paragraph 6.3 of the General Conditions of the Contract.

8. Additional Enforcement of the Fulfilment of the Obligations

An amount guaranteed by a bank guarantee or a written surety provided by an insurance company (*the guaranteed amount – 7 (seven) % from the Contract value, indicated in paragraph 2 of the Contract, VAT excluded*) and the validity period 4017,13 Eur (four thousand and seventeen euros 13 ct.). The validity period of the bank guarantee or the written surety provided by an insurance company shall not be shorter than two months over the goods delivery period established by paragraph 3 of the Special Conditions of the Contract. The bank guarantee or the written surety provided by an insurance company must comply with the requirements outlined in paragraphs 12.1, 12.2 and 12.3 of the General Conditions of the Contract.

9. Other conditions:

- 9.1. The Seller undertakes to fulfil obligations established by the paragraph 8 of the General Conditions of the Contract and to provide a signed copy of the Contract as well as data necessary for the identification of goods to be purchased in accordance with Appendix 4 "Document Forms Necessary for the Codification (an example for filling in)" of the Contract to the Defence Materiel Agency under Ministry of National Defence, Military standartization and national codification bureau, address: 8 Šv. Ignoto St. 6, LT-01144, Vilnius, contact telephone +370 5 278 5250, e-mail: ncblt@mil.lt
- 9.2. The amount of minimal losses agreed upon in advance by the Parties in paragraph 11.1 of the General Conditions of the Contract is 0.1% of the undelivered goods price, VAT excluded.
- 9.3. The amount of minimal losses agreed upon in advance by the Parties in paragraph 11.2 of the General Conditions of the Contract is 0.1% of price of the goods that have not been replaced, VAT excluded.
- 9.4. The amount of minimal losses agreed upon in advance by the Parties in paragraph 11.3 of the General Conditions of the Contract is 0.1% of price of the goods whose defects have not been eliminated or the goods that have not been replaced, VAT excluded, for each delayed day.
- 9.5. The amount of minimal losses agreed upon in advance by the Parties in paragraph 11.4 of the General Conditions of the Contract is 4017,13 Eur (four thousand and seventeen euros 13 ct.) (7 (seven) percent from the proposal of the Contract value, VAT excluded).
- 9.6. The **Seller** shall not employ subsupplier(s).
- 9.7. The manufacturer, specified in Appendix 2 of the Contract, may be replaced. The request regarding the replacement of a manufacturer is submitted to the **Buyer** in writing with the indication of reasons for the replacement and the provision of documents proving the compliance of the other manufacturer's products with the requirements outlined in the technical specification of respective goods provided in Appendix 1 of the Contract to the **Buyer** and after the coordination of a working example of the product. The replacement of a manufacturer shall be formalized in writing.
- 9.8. The duration of force majeure circumstances is 30 (thirty) days in accordance with the terms of paragraph 9.1.2 of the General Conditions of the Contract.
- 9.9. The representative(s) of the **Seller** – Juraj Vozar ,tel. +420 577 303 111 faks. +420 577 343 712 e-mail. prabos@prabos.cz, vozar.juraj@prabos.cz
- 9.10. The representative(s) of the **Buyer** – Vida Pošiūnienė, Head of the Clothing and Equipment Section of Division of the Supplies Management Department of the Defence Materiel Agency under under the Ministry of National Defence,tel. (8 5) 278 5226, e-mail Vida.Posiuniene@mil.lt.
- 9.11. The Appendices to the Contract:
- Appendix 1 "Technical Specification for ship uniform boots", 4 pages;
- Appendix 2 "Prices and Quantities of Goods", 1 page;
- Appendix 3 "Supply of Ship uniform boots by Sizes", 1page ;
- Appendix 4 "Forms of Documents Necessary for the Codification (an example for filling in)", 2 pages.

10. Contract Validity

The Contract is valid for 12 (twelve) months from the Contract coming into force, and, regarding the fulfilment of financial and warranty obligations, until their full performance.

11. Requisites of the Buyer**Lithuanian Armed Forces**

The code 188732677

VAT payer's code LT 887326716

8 Šv. Ignoto St., LT-01120 Vilnius

C.a. LT48 7300 0100 0246 0179

Swedbank, AB

The correspondence, documentation are to be sent to the following address:

Defence Materiel Agency under the Ministry of National Defence,

8 Šv. Ignoto St., LT-01144, Vilnius

12. Requisites of the Seller**Prabos Plus a.s.**

Code 26272857

VAT Payer's code CZ26272857

Komenskeho 9, 763 21 Slavičín, Czech Republic

e-mail: prabos@prabos.cz, vozar.juraj@prabos.cz

Bank:

KB, a. s.

Komerční banka Zlín pobočka Slavičín

EUR IBAN:CZ93 0100 0000 3542 8606 0217

SWIFT/BIC: KOMBCZPPXXX

BUYER**Lithuanian Armed Forces**

Acting Director

Defence Materiel Agency



Col. Valdas Šiaučulis

L.S.

SELLER**Prabos Plus a.s.**

Director of

Prabos Plus a.s.

Prabos Plus a.s.
Komenskeho 9, 763 21 Slavičín
IČO: 26272857 DIC: CZ26272857

Mr Juraj Vozar

MAIN TERMS AND CONDITIONS OF THE PURCHASE AND SALE CONTRACT

II. GENERAL PART

1. Definitions

- 1.1. For the purposes hereof, the following main definitions shall apply:
- 1.1.1. Contract shall mean the General Part and the Special Part of this Contract for Purchase and Sale of Goods, annexes to the Contract for Purchase and Sale of Goods.
- 1.1.2. Parties hereto shall mean the Buyer and the Seller:
- 1.1.2.1. Buyer shall mean a party hereto with its details specified herein which purchases the Goods under the terms and conditions set out herein;
- 1.1.2.2. Seller shall mean a party hereto with its details specified herein which sells the Goods under the terms and conditions set out herein.
- 1.1.3. Recipient shall mean a unit of the Buyer, which is specified in the Special Part hereof or in the annex hereto, to which the goods are delivered.
- 1.1.4. Third Party shall mean any natural person or legal entity (including the state, public authorities, municipality, municipal authorities) that is not a party hereto.
- 1.1.5. Licences shall mean all the necessary licences and/or permits required for the performance hereof.
- 1.1.6. Object of the Contract shall mean goods and all services related to sale of the goods (personnel training, installation, implementation, delivery, etc.) on which the Parties hereto have agreed in the Special Part hereof and which comply with the requirements set by the Buyer.
- 1.1.7. Liquidated Damages shall mean an undisputed amount of money set by the Contract or calculated in accordance with the procedure laid down herein, which the Seller shall pay to the Buyer in the event of the non-performance or improper performance of the obligation.
- 1.1.8. Pricing Rules shall mean the price set herein or the rules of calculation and adjustment of the Contract price.
- 1.1.9. Consignment of the Goods shall mean the quantity of goods delivered at one time.
- 1.1.10. Lot of the Goods shall mean the consignments of goods produced 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 deemed evidence of the quality of the lot of material concerned.
- 1.2. Calculation of the liquidated damages shall begin on the day following the last day of the time limit for the performance of obligations hereunder and shall end upon the performance of obligations by the Party hereto (the day of the performance of obligations shall be deemed the last day of calculation).
- 1.3. Headings of parts and articles hereof are for convenience of reference only and may be used in the interpretation hereof only as an additional tool.
- 1.4. Unless otherwise provided herein, the duration and other time limits hereof shall be calculated in calendar days.
- 1.5. If a deadline for payments or for the performance of obligations coincides with a public holiday and a non-working day in the Republic of Lithuania, the deadline for the performance of the obligation and for payments hereunder shall be the following working day.
- 1.6. In the Contract, where the context so requires, words in the singular may include the plural and vice versa.
- 1.7. Where a certain meaning expressed in words differs from the one expressed in figures, the verbal meaning shall prevail.

2. Contract price/unit prices of goods/pricing rules

- 2.1. The Contract price/unit prices shall mean the amount of money that **the Buyer** undertakes to pay to **the Seller** in accordance with the procedure and within the time limits laid down herein.
- 2.2. The Contract price/unit prices shall be fixed and not be changed throughout the period of validity hereof, except in cases where the rate of VAT/excise duties applicable to the goods changes after signing

the Contract. The recalculated price/unit prices shall be formalised by a written agreement of the Parties and apply to the goods delivered after the date of entry into force of such agreement signed by the Parties.

2.3. Unit prices of the goods shall be changed in accordance with the pricing rules set out in the annex hereto. The recalculated unit prices shall be formalised by a written agreement of the Parties and apply to the goods delivered after the date of entry into force of such agreement signed by the Parties (*if the Special Part states that this condition applies*).

2.4. The Contract price shall include the price of the goods, all costs and taxes. Unit prices of the goods shall include all costs and taxes related to sale of the goods (*applicable if the contract does not state the Contract price*). **The Seller** shall include all the costs related to the supply of the goods in the Contract price/unit prices of the goods, including, but not limited to:

2.4.1. costs of logistics (transport);

2.4.2. packing, loading, transit, unloading, unpacking, check, insurance costs and other costs related to the supply of the goods;

2.4.3. all the costs related to the preparation and the submission of the documents required by **the Buyer**;

2.4.4. costs of on-site assembly and/or start-up, and/or maintenance of the delivered goods;

2.4.5. costs of the provision of tools necessary for assembly and/or maintenance of the delivered goods;

2.4.6. costs of the submission of operating and maintenance instructions provided for in the Technical Specification;

2.4.7. costs of warranty repair 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 of the supply of the goods

3.1. The goods shall be delivered in accordance with the time limits and the procedure provided for in the Special Part hereof (or the annex(es) hereto).

3.2. The Seller shall deliver the goods at its own risk without any additional payment. The Buyer shall acquire the right of ownership to the goods upon signing of the delivery and acceptance certificate by both Parties, which shall be signed only if the goods are of high quality and comply with the requirements set for them herein and in the annex(es) hereto (*if signed*). When the delivered goods are of high quality and comply with the requirements set for them herein and in the annex(es) hereto, (*if signed*) the delivery and acceptance certificate shall be signed within 30 days, except where laboratory tests are carried out on the goods.

3.3. The Buyer shall not pay for the goods supplied in excess of the quantities indicated in the Contract/applications/orders.

3.4. If the Seller delivers a consignment of the goods that is smaller than the one indicated in the Contract/applications/orders, the Buyer shall return the delivered consignment of the goods to the Seller, and it shall be deemed that the goods have not been delivered, and the Seller (if the time limit for the delivery of the goods is exceeded for this reason) shall be subject to the sanctions provided for in Clause 11.1 of the General Part hereof.

3.5. After entry into force of the Contract, the Seller, within the time limits specified in the Special Part hereof, shall:

3.5.1. prepare, produce, coordinate with the Buyer and approve working reference samples of the goods purchased (2 items, one item for the Buyer and one item for the Seller) that would comply with the requirements set herein and in the annex(es) hereto (*if the Special Part states that this condition applies*);

3.5.2. coordinate with the Buyer and submit a deliverable plan on quality assurance for the goods prepared in accordance with the Recommendations on Preparation of the Deliverable Quality Assurance Plan or with the standards referred to in the Special Part hereof (*if the Special Part states that this condition applies*);

3.5.3. coordinate with the Buyer the operating (maintenance) instruction for the goods to be provided with each item of the goods (*if the Special Part states that this condition applies*).

3.6. The working reference samples of the goods referred to in Clause 3.5.1 of the General Part hereof and samples of basic and auxiliary materials used for production of the goods provided with these

working reference samples shall be returned to the Seller by the Buyer only after the performance of all contractual obligations, including warranty obligations, by the Seller.

3.7. If, during the validity hereof, the manufacturer of the goods changes/updates the model/name of the goods purchased hereunder which is specified herein, the Seller shall have the right, having coordinated this with the Buyer and signed an additional agreement with the Buyer, to supply the goods of the new model/name. The goods of the new model/name shall comply with the requirements set herein and in the annex(es) hereto for the goods purchased, shall have the same price, and their technical data may not be worse than the technical data of the goods for which the Contract has been awarded. The goods of the new model shall be compatible with other goods purchased hereunder and goods already possessed by the Buyer.

4. Terms and conditions of payment

4.1. The Seller shall be paid, when the object of the contract complying with the requirements set herein and in the annex(es) hereto is transferred to the Buyer upon signing of the delivery and acceptance certificate by both Parties (*if signed*), within 30 (thirty) days from the date of signing of the delivery and acceptance certificate (*if signed*) and of receipt of the invoice (the invoice shall also be sent by electronic means). If other terms and conditions of payment are set, they shall be laid down in the Special Part hereof. If the Buyer delays payment beyond the time limit provided for in this clause, the Buyer shall, at the Seller's request (within 30 (thirty) days from receipt of the request), pay interest in accordance with the Law of the Republic of Lithuania on the Prevention of Late Payment in Commercial Transactions.

4.2. After the delivery of the goods by the Seller, the Buyer shall decide within 3 (three) days whether laboratory tests will be carried out on the goods delivered by the Seller (on the lot and/or consignment of the goods concerned) to make sure that the goods comply with the requirements set herein and in the annex(es) hereto. If the Buyer decides that laboratory tests will not be carried out on the goods, the goods complying with the requirements set herein and in the annex(es) shall be accepted and the Buyer shall pay the Seller for the accepted goods within 30 (thirty) days from the date of receipt of the invoice. If the Buyer decides that laboratory tests will be carried out on the goods, payment for the goods shall be made within 30 (thirty) days following receipt of the results of the laboratory tests and confirmation that the goods comply with the requirements set herein and in the annex(es) hereto (*if the Special Part states that this condition applies*).

4.3. If the advance payment of the amount indicated in the Special Part hereof is to be made for the goods, the Seller shall, within 5 (five) working days from the date of receipt of the notice, submit the advance payment bank guarantee or surety bond of an insurance company (the validity period of which shall be 2 (two) months longer than the time limit for the delivery of the goods) for the amount of the Buyer's advance payment. The Seller shall also submit the confirmation of an insurance company (evidence of payment, etc.) that the surety bond is valid (*if the performance of the contract will be secured by surety*).

4.4. The bank guarantee or the surety bond shall state that the guarantor/surety is irrevocably and unconditionally undertakes to pay the Buyer the amount, up to the limit of the surety/guarantee amount, by transferring money to the Buyer's account within 14 (fourteen) days following receipt of the Buyer's written notice confirming termination hereof due to the Seller's fault.

4.5. It may not be stated that the guarantor or the surety is liable only for indemnification of direct damages. It may not include provisions or conditions that would oblige the Buyer to prove to the company which issued the guarantee or the surety bond that the Contract with the Seller has been terminated lawfully, or would otherwise allow the company which issued the guarantee or the surety bond not to pay (or delay payment of) the amount secured (guaranteed) by the guarantee or surety.

4.6. The advance payment bank guarantee or surety bond of an insurance company not complying with the requirements set in Clauses 4.3-4.5. of the General Part hereof shall not be accepted. In this case, it shall be deemed that the Seller has not submitted the advance payment bank guarantee or surety bond of an insurance company to the Buyer, and payment shall be made in accordance with Clause 4.1 of the General Part hereof.

4.7. The Buyer shall make the advance payment within 10 (ten) days from the date of receipt of the advance payment bank guarantee or surety bond of an insurance company and of the advance payment invoice *(if the Special Part states that the advance payment will be made)*.

4.8. The Parties shall have the right to make additional agreements on reduction of the amount provided for in the advance payment bank guarantee or surety bond of an insurance company after the Seller has properly performed part of the obligations.

5. Quality of the goods

5.1. The goods shall comply with the requirements set out herein and in the annex(es) hereto.

5.2. The Seller agrees that, in accordance with the requirements of LKS STANAG 4107, the Government Quality Assurance Representative in Lithuania may request the relevant Government Quality Assurance Authority of a NATO country or organisation in the country of the Seller that supervision of the Government Quality Assurance is implemented during the contract performance period *(if the Special Part states that this condition applies)*. If the Seller is not the manufacturer, this requirement shall be included in the Seller's contract with the supplier that produced the goods for the Seller, and the Buyer shall be notified thereof *(if the Special Part states that this condition applies)*.

5.3. If the non-compliance of the goods with the requirements set herein and in the annex(es) hereto is identified at the time of acceptance of the goods, the Seller's representatives shall be invited immediately and a report shall be drawn up in their presence, the goods shall not be accepted, and the Seller shall be subject to contractual liability (in this case, contractual liability shall apply if the time limit for the delivery of the goods has already ended).

5.4. If a conflict over the quality of the goods and their compliance with the requirements set herein and in the annex(es) hereto cannot be resolved by agreement of the Parties hereto, the Parties shall have the right to invite independent experts. All the costs related to work of the experts shall be borne by the non-prevailing Party.

5.5. If, in accordance with Clause 4.2 of the General Part hereof, the Buyer decides to carry out laboratory tests on the goods, the quantity of the goods indicated in the Special Part hereof shall be taken from the chosen consignment of the goods in the presence of the Seller's representative for verification of the compliance with the requirements set herein and in the annex(es) *(if the Special Part states that this condition applies)*.

5.6. If the laboratory tests carried out on the goods to verify their compliance with the requirements set herein and in the annex(es) show that the goods do not comply with these requirements, a report shall be drawn up, the remaining goods (lot and/or consignment) shall not be accepted and the whole quantity of the goods shall be returned to the Seller. No payment shall be made for the goods, and it shall be deemed that the goods have not been delivered, and the Seller shall be subject to the sanctions provided for in Clause 11.1 of the General Part hereof. In the event of the non-compliance of the goods with the requirements set herein and in the annex(es), the Buyer shall not pay for the goods used for the tests, and the Seller shall bear the cost of the laboratory tests and pay the Buyer the liquidated damages amounting to 10% of the price of the non-compliant lot excluding VAT, which shall be intended to cover administrative costs incurred by the Buyer in organising procedures for the laboratory tests on the goods. In this case, the Seller shall deliver new goods complying with the requirements set herein and in the annex(es) instead of the returned goods not complying with the requirements set herein and in the annex(es). The goods shall be replaced within the time limit set in the Special Part hereof *(if the Special Part states that this condition applies)*.

5.7. If the laboratory tests carried out on the goods to verify their compliance with the requirements set herein and in the annex(es) hereto show that the goods comply with these requirements, the Buyer shall cover the cost of the laboratory tests, and the Seller shall replace the goods used for the laboratory tests with new goods free of charge.

6. Warranty of quality of the goods

6.1. The period of warranty of quality/period of fitness for use indicated in the Special Part hereof (or in the annex hereto) shall be provided for the goods.

6.2. During the period of warranty of quality/period of fitness for use, the Seller shall, within the time limit set in the Special Part hereof and at its own expense, provide (instead of the defective goods) other analogous goods that could be used during the period of elimination of defects in the goods purchased hereunder and that comply with the requirements set herein and in the annex(es) hereto (*if the Special Part states that this condition applies*).

6.3. During the period of warranty of quality, the Seller shall, within the time limit set in the Special Part hereof and at its own expense, eliminate defects in the goods or, in the event of failure to eliminate them, replace the defective goods at its own expense with new goods complying with the requirements set herein and in the annex(es) hereto and compensate for the losses incurred by the Buyer (if any) in the amount not exceeding the total value of the Contract. During the period of fitness for use, the Seller shall, within the time limit set in the Special Part hereof and at its own expense, replace the goods with the goods complying with the requirements set herein and in the annex(es) hereto and compensate for the losses incurred by the Buyer (if any).

6.4. The Seller shall be notified in writing (by fax or mail) of defects identified in the goods during the warranty period/period of fitness for use. A claim regarding the quality of the goods may be made throughout the warranty period/period of fitness for use.

6.5. During the period of warranty of quality of the goods, the Buyer may decide to carry out laboratory tests by taking the quantity of the goods indicated in the Special Part hereof from the chosen consignment of the goods or from each lot (if the consignment consists of several lots) in the presence of the Seller's representative for verification of the compliance with the requirements set herein and in the annex(es). In the event that the results of the laboratory tests show the non-compliance with the requirements set for the goods in the annex(es) hereto, the whole delivered consignment/lot of the goods shall be rejected as non-compliant, and the cost of the laboratory tests shall be borne by the Seller. The goods not complying with the requirements set shall be replaced with the high-quality goods in accordance with the provisions of Clause 6.3 of the General Part hereof (*if the Special Part states that this condition applies*).

6.6. If the goods are replaced with new goods, the new goods shall have the same warranty period indicated in the Special Part hereof which shall begin from the date of signing of the delivery and acceptance certificate for the new goods.

6.7. The period of warranty of quality of the goods that could not be used by the Buyer during elimination of defects shall be extended for the period equal to the period of elimination of defects in the goods.

6.8. The warranty of quality referred to in the Special Part hereof (or in the annex hereto) shall not apply if the Seller proves that defects in the goods have been caused by incorrect or improper treatment of the goods by the Buyer or by activities of third parties, or by force majeure.

7. Force majeure

7.1. The Party shall not be held liable for the non-performance of any obligations hereunder if it proves that this non-performance was due to unusual circumstances that were beyond control of the Parties and could not be reasonably foreseen by them, and the emergence of these circumstances or consequences thereof could not be prevented by the Parties. For the purposes hereof, force majeure shall be considered to be 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 the Government of the Republic of Lithuania of 15 July 1996. In determining force majeure, the Parties shall be guided by Resolution No. 222 "On Approval of the Procedure for Issuing Certificates Attesting to the Existence of Force Majeure" of the Government of the Republic of Lithuania of 13 March 1997 or the regulatory legislation replacing it. In the event of force majeure, the Parties hereto shall, in accordance with the procedure laid down in the legislation of the Republic of Lithuania, be exempted from liability for the non-performance, partial non-performance or improper performance of the obligations provided for herein, and the time limit for the performance of the obligations shall be extended.

7.2. The Party requesting exemption from liability shall notify the other Party of force majeure in writing immediately but no later than within 10 (ten) working days from the occurrence or discovery of existence of force majeure and provide evidence that it has taken all reasonable precautions and made all efforts to

reduce costs or negative consequences, as well as communicate the possible time limit for the performance of the obligations. The notice shall also be required when grounds for the non-performance of the obligations cease to exist.

8. Codification

8.1. **The Seller** shall, within 5 (five) days after entry into force of the Contract, submit to **the Buyer** at the address specified by **the Buyer** a copy of the signed Contract and the data necessary for identification of the purchased goods in accordance with forms "List of Materiel for Codification" and "Information about the Manufacturer or Supplier" provided in the annex hereto. **The Seller** shall submit the completed and signed forms in electronic form or paper copies thereof (*if the Special Part states that this condition applies*).

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

9. Termination of the Contract

9.1. This Contract may be terminated:

9.1.1. by written agreement of the Parties;

9.1.2. if force majeure lasts longer than the number of days indicated in the Special Part hereof (depending on the contract performance specifics, the specific period indicated in the Special Part may be from 14 to 60 days) and both Parties do not make agreements on amendments hereto allowing the Parties to continue the performance of their obligations, each Party hereto may terminate the Contract unilaterally by notifying the other Party thereof in writing at least 7 (seven) days in advance.

9.2. The Buyer shall have the right to terminate the Contract unilaterally due to a material breach hereof by notifying the Seller in writing at least 7 (seven) days in advance (*unless other period is indicated in the Special Part hereof*). The following shall be deemed a material breach hereof:

9.2.1. the Seller delays the delivery of the goods beyond the time limit indicated in the Special Part hereof;

9.2.2. the Seller fails to perform (or notifies of the inability to perform) the contractual obligation to supply the goods;

9.2.3. the Seller increases prices/unit prices of the goods, except in the case provided for in Clause 2.2 of the General Part hereof;

9.2.4. the Seller fails to perform or improperly performs the warranty obligations provided for in Clause 6 of the General Part hereof;

9.2.5. the Seller fails to perform the obligation provided for in Clause 12.4 of the General Part hereof (*if the performance of the contract will be secured by surety or a bank guarantee*);

9.2.6. the goods supplied by the Seller or the quality of these goods fails to comply with the requirements set herein and in the annex(es) hereto;

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

9.2.8. the Seller is included in the List of Unreliable Suppliers during the period of validity hereof;

9.2.9. If it turns out that the Seller is unreliable and poses a threat to national security.

9.3. The Buyer shall have the right to terminate the Contract unilaterally by notifying the Seller in writing at least 7 (seven) days in advance (*unless other period is indicated in the Special Part hereof*) if the Seller is being wound up or it is applied to the court for bankruptcy or restructuring proceedings, or the Seller is the subject of bankruptcy or restructuring proceedings, or a decision on the initiation of out-of-court bankruptcy proceedings is adopted.

9.4. Upon termination hereof, the Seller shall, within 10 (ten) days from the date of termination hereof, return to the Buyer the advance payment made by the Buyer for the goods that were not delivered (if such advance payment was made).

10. Dispute settlement procedure

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

10.2. All disputes or disagreements arising between the Parties hereto in relation to the Contract shall be settled by negotiations, and in the event of failure to settle a dispute in this manner, the dispute shall be examined in accordance with the procedure laid down by the legislation of the Republic of Lithuania in courts of the Republic of Lithuania having jurisdiction in the place of the registered office of the Buyer (or "*of the legal entity - the Lithuanian Armed Forces*" if the Buyer is not a legal entity, but a unit of the Lithuanian Armed Forces).

11. Liability

11.1. If the Seller fails to deliver the goods within the time limit indicated in the Special Part hereof, the Seller shall pay the Buyer the liquidated damages of 0.05 to 0.2 % (the specific value shall be indicated in the Special Part hereof) of the price of the non-delivered goods excluding VAT for each day/hour of delay (*application depends on how the time limit for the obligation is calculated in the Special Part hereof*), payment of which shall not release the Seller from the obligation to cover all the losses incurred by the Buyer due to the non-performance or improper performance hereof by the Seller. The Seller shall pay the liquidated damages within the time limit specified in the invoice or the claim.

11.2. If, during the quality warranty period, the Seller fails to perform the obligations laid down in Clause 6.2 of the General Part hereof within the time limit set in the Special Part hereof, the Seller shall pay the Buyer the liquidated damages of 0.05 to 0.2 % (the specific value shall be indicated in the Special Part hereof) of the price of the non-replaced goods excluding VAT for each day/hour of delay, payment of which shall not release the Seller from the obligation to cover all the losses incurred by the Buyer due to the Seller's non-performance or improper performance of the Seller's obligations related to the warranty/period of fitness for use of the goods.

11.3. If, during the warranty period/period of fitness for use, the Seller fails to perform the obligations laid down in Clause 6.3 of the General Part hereof within the time limit set in the Special Part hereof, the Seller shall pay the Buyer the liquidated damages of 0.05 to 0.2 % (the specific value shall be indicated in the Special Part hereof) of the price of the goods, defects of which have not been eliminated, or of the non-replaced goods excluding VAT for each day/hour of delay, payment of which shall not release the Seller from the obligation to cover all the losses incurred by the Buyer due to the Seller's non-performance or improper performance of the Seller's obligations related to the warranty/period of fitness for use of the goods.

11.4. Where the Contract is terminated on the grounds referred to in Clauses 9.2.1, 9.2.2, 9.2.3, 9.2.5, 9.2.6, (9.2.7 (*if the terms and conditions of the contract provide for the advance payment*)) 9.3 of the General Part hereof or on other grounds referred to in the Special Part hereof, the Seller shall, within 14 (fourteen) days (from the date of termination hereof), pay the Buyer the liquidated damages of no less than 7 (seven) % of the contract price excluding VAT (or of the total proposal price) (the specific percentage or the specific fixed amount shall be indicated in the Special Part hereof), but no more than the prices of all the outstanding obligations hereunder excluding VAT. Payment of the liquidated damages shall not release the Seller from the obligation to cover all the losses incurred by the Buyer due to the non-performance or improper performance hereof by the Seller.

11.5. Where the Contract is terminated on the grounds referred to in Clause 9.2.4 of the General Part hereof, the Seller shall, within 7 (seven) days (from the date of termination hereof), pay the Buyer the liquidated damages equal to the acquisition price of the defective goods excluding VAT, but no more than the prices of all the outstanding obligations hereunder excluding VAT. Payment of the liquidated damages shall not release the Seller from the obligation to cover all the losses incurred by the Buyer due to the non-performance or improper performance hereof 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 the grounds for absolute release of the Buyer from civil liability and payment of interest for late payment.

12. Validity of the Contract

12.1. The Contract shall enter into force upon its signature by both Parties and the submission of the bank guarantee or the surety bond of an insurance company for the Contract performance security to **the Buyer** by **the Seller** (*the condition applies if the performance of the contract will be secured by surety or a bank guarantee*) securing payment of the amount indicated in Clause 11.4 of the General Part hereof (in the bank guarantee or the surety bond of an insurance company, the guarantor/surety shall undertake to pay **the Buyer** the amount indicated in Clause 11.4 of the General Part hereof in the event of termination hereof on at least one of the grounds referred to in Clauses 9.2.1 - 9.2.7, 9.3 or other grounds referred to in the Special Part hereof). The guarantee or the surety bond stating 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 amount of the Contract performance security indicated in Clause 11.4 hereof (*if the performance of the contract will be secured by surety or a bank guarantee*).

12.2. The guarantor/surety shall irrevocably and unconditionally undertake to perform the obligation and pay the undertaken amount by transferring money to the account of **the Buyer** within 14 (fourteen) days of a written notice confirming termination hereof at **the Seller's** fault on the grounds provided for herein (*if the performance of the contract will be secured by surety or a bank guarantee*).

12.3. **The Seller** shall, within 5 (five) working days after signing the Contract, submit to **the Buyer** the bank guarantee or the surety bond of an insurance company for the Contract performance security indicated in Clause 12.1 of the General Part hereof, which shall be valid two months longer than the time limit for the supply of the goods indicated in the Special Part hereof or than the period of validity hereof. **The Seller** shall also submit the confirmation of an insurance company (evidence of payment, etc.) that the surety bond is valid (*if the performance of the contract will be secured by surety*). Payment of the amount indicated in the bank guarantee or the surety bond of an insurance company for the Contract performance security shall not be deemed to constitute full compensation for damages incurred by **the Buyer** and shall not release **the Seller** from the obligation to cover such damages in full (*if the performance of the contract will be secured by surety or a bank guarantee*).

12.4. If, during the performance hereof, the legal entity that issued the Contract performance security (a bank or an insurance company) is unable to perform its obligations (due to suspension of activities, declaration of a moratorium, etc.), **the Seller** shall, within 10 (ten) days, submit a new Contract performance security under the same terms and conditions. If **the Seller** fails to submit a new Contract performance security, **the Buyer** shall have the right to terminate the Contract in accordance with the procedure laid down in Clause 9.2.5 of the General Part hereof.

12.5. The Contract performance security shall be returned within 10 (ten) days from the date of the expiry of this security upon a written request of **the Seller** (*if the performance of the contract will be secured by surety or a bank guarantee*).

12.6. The terms and conditions hereof may not be amended during the period of validity of the procurement contract, except for the terms and conditions hereof which, if amended, would not constitute a breach of the principles and objectives laid down in Article 3 of the Law on Public Procurement/Article 6 of the Law on Public Procurement in the Field of Defence and Security and provided that such amendments to the terms and conditions hereof have been authorised by the Public Procurement Office (*when the authorisation is required under laws*). Correction of the terms and conditions hereof under the circumstances provided for herein shall not be deemed to constitute amendments to the terms and conditions hereof if these circumstances are clearly and unequivocally defined and stated in the contract documents.

12.7. If the Parties identify technical oversights, spelling mistakes (incorrect transfer of provisions from a proposal or the procurement terms and conditions, etc.), the persons responsible for the performance hereof or the details of the Parties hereto specified herein change during the validity hereof, the Parties hereto may revise the terms and conditions hereof by a written agreement without applying to the Public

Procurement Office. Such revision of the terms and conditions hereof shall not be deemed to constitute amendments to the terms and conditions hereof.

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

12.9. The expiry hereof provided for in the Special Part hereof shall not mean termination of the obligations of the Parties hereunder and shall not release the Parties from civil liability for breach hereof.

13. Correspondence

13.1. The notices in Lithuanian/English (*applicable where the contract is executed in English*) delivered between **the Buyer** 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 needs an acknowledgement of receipt, the sender shall include such a requirement in its notice. If a deadline for receipt of a reply to a written notice is set, the requirement of an acknowledgement of receipt of a written notice should be included in the sender's notice.

13.2. The Parties shall, within 3 (three) working days, notify each other in writing of the change in the details of the Party specified in the Special Part hereof. The Party hereto failing to notify of the change in its details in a timely manner may not make claims regarding actions of the other Party performed in accordance with the details of the Party provided herein.

14. Confidentiality

14.1. The Parties shall ensure that the information communicated by them to each other will be used for the performance hereof only and will not be used in a manner detrimental to the Party which communicated the information.

14.2. During the validity hereof and after the expiry or termination hereof, the Parties shall ensure the confidentiality of all information known and/or entrusted to them.

14.3. The Seller shall not use the information provided to it by the Buyer either for its own benefit or for the benefit of any third parties, disclose such information to other parties without a prior written consent of the Buyer, except in the cases provided for in the legislation of the Republic of Lithuania.

15. Final provisions

15.1. The Contract has been executed in Lithuanian/English, Lithuanian and English in two/four counterpart copies (one/two copies for each Party) (*application depends 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 Lithuanian and English, the text in English shall prevail (*applicable where the contract is concluded with a foreign seller in Lithuanian and English*).

15.2. This Contract consists of the General Part and the Special Part of the Contract and the annex(es) to the Contract. All the annexes hereto shall be an integral part hereof.

15.3. Neither Party shall have the right to assign rights and obligations hereunder to a third party without a prior written consent of the other Party.

15.4. **The Seller**, having violated the obligation specified in Clause 15.3 of this part hereof, shall pay the Buyer the liquidated damages of 5 per cent of the contract/proposal price excluding VAT, unless the Special Part hereof provides otherwise.

15.5. **The Seller** warrants that it has all licences required for the performance hereof. **The Seller** shall cover losses of **the Buyer** in the event of any claims or proceedings against **the Buyer** due to patent or licence violations arising from the Contract or committed during the performance hereof.

15.6. The Parties hereto confirm that they did not exceed or breach their competence (articles of association, regulations, statute, any resolution, decision, order of the managing body of the Party hereto

(owner, founder or other competent entity), any binding legal act (including local, individual), transaction, court decision (ruling, judgement), etc.) by concluding the Contract.

15.7. The performance hereof may be clarified by written agreement of the Parties without amending the terms and conditions hereof.

15.8. The name of the subcontractor(s), the part of contractual obligations performed by the subcontractor(s) shall be indicated in the Special Part hereof.

15.9. Replacement of the subcontractor(s) specified herein with other subcontractor(s) shall be formalised by a written amendment hereto (*applicable if the Seller is planning to hire them*).

15.10. The person(s) appointed by **the Seller** to represent **the Seller**, receive and approve orders for the goods placed by **the Buyer**, the estimate of the supplied goods submitted by **the Buyer**, participate in meetings with **the Buyer** and perform other actions necessary for the proper performance hereof shall be specified in the Special Part hereof.

15.11. The person(s) appointed by **the Buyer** to represent **the Buyer**, place orders for the goods with the Seller, submit the estimate of the goods to **the Seller**, participate in meetings with **the Seller** and perform other actions necessary for the proper performance hereof shall be specified in the Special Part hereof.

BUYER

Lithuanian Armed Forces

Acting Director
Defence Materiel Agency

Col. Valdas Šiaučius
L. S.



SELLER

Prabos Plus a.s.

Director of
Prabos Plus a.s.

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ĮCO: 20200007 OČ: CZ26272657

Mr Juraj Vozar

20 March, 2018

Appendix No. 1

to the Contract for public procurement of the goods No. KPS - 45

TECHNICAL SPECIFICATION FOR SHIP BOOTS

I. FUNCTIONAL REQUIREMENTS

- 1.1. Ship uniform boots (hereinafter referred to as boots) – the leather protective footwear with friction-protective nylon inserts on the sides. The footwear shall be worn in a wet, slippery, rough place and shall protect feet from mechanical damage and slipping.
- 1.2. The footwear can be worn all year round and shall ensure the comfort for the feet i.e. shall protect the feet from the soaking, cold and absorb water inside as well as allow the feet to breathe.
- 1.3. The footwear shall comply with the I class quality standard LST EN ISO 20347 (or equivalent) for work footwear as well as requirements provided in this technical specification.

II. DESCRIPTION OF MODEL

- 2.1. A boot shall have laces, ankles, fixing lacing system and zipper in the inner side of the ankle (length of the zipper 19 ± 1 cm, the zipper shall be covered with leather, water-resistant (with Gore-tex (or equivalent) membrane lining) insert inside). The edge of the ankle, the middle part of the tongue and the back area of the boot shall be padded. There shall be a blind tongue inside the boot. The lining shall be over the entire boot.
- 2.2. The model of the boot is shown in the appendix.

III. REQUIREMENTS FOR MAIN MATERIALS

3.1. Top of the boot

- 3.1.1. The black natural leather of cattle shall be used for the hovering, with natural tail, hydrophobically treated, soft and fine texture. All leather parts of the boot shall be made of solid leather pieces.
- 3.1.2. The sides, ankle and tongue of the boot combined with the inserts made of strong synthetic fabric. The fabric – black colour, polyamid.
- 3.1.3. The hovering fabrics shall be hydrophobic, durable, air-tight (“breathing”), easily cleaned and maintained.
- 3.1.4. The tongue shall be made of polyamid fabric, described in paragraph 3.1.2., with leather stripe on the top.
- 3.1.5. A leather insert with padding shall be at the height of ankle joint, back part.
- 3.1.6. The painting of hovering leather shall have the same intensity and durable for exploitation. The leather with defects is not allowed to use: polished, sucked in, cracked or with other defects, which could worsen the appearance or features.

3.2. Lining

The lining shall be made of breathing and water-absorbing fabric for footwear.

3.3. Sole

- 3.3.1. The sole shall be made of two layers, molded, with protective antel.
- 3.3.2. The pattern of the sole surface in the widest part shall not be dangerous in terms of sole splitting: the pattern in the cross section shall be variable, with wider grooves, the rigidity shall be reduced with holes. Due to the overlapping of pattern and varying orientation the rigidity of the lower part of boots shall not be significantly reduced. The sole shall be resistant to slipping.

3.4. Other materials

- 3.4.1. The insole, semi-insole, solid heel counter, toe box and other materials used for the structure of boots shall ensure the functional requirements described in section I. The insole shall be made of soft, lightweight, flexible, shock-absorbing material.
- 3.4.2. The sewing threads shall be impregnated and moisture-resistant. The laces – woven, synthetic fiber, black.

- 3.4.3. At least 7 pairs of raised loops shall be used for lacing. The accessories shall be non-metal and durable. The color – black.
- 3.4.4. The boots shall be assembled with removable liners:
- The liner is soft, shock-absorbing, orthopedic, antibacterial, wet-absorbing and evaporating as well as maintaining its features while using the product during the whole period of warranty.

IV. SIZES OF BOOTS

- 4.1. The size of the ordered boots shall be from 38 to 48.

V. ACCEPTANCE, LABELLING AND PACKING

- 5.1. The footwear is to be accepted in accordance with a coordinated and approved working example.
- 5.2. The following is to be provided for the confirmation of a working example:
- 5.2.1. 2 pairs of boots (43 size);
 - 5.2.2. Usage-care instruction for the goods.
- 5.3. The half-pair of each pair shall be labelled with the following information therein:
- the name of the supplier or the trademark;
 - the name of the manufacturer or the trademark (if differs from the supplier);
 - the information on the materials from which some parts of the footwear have been made (should be indicated at least on one boot of the pair). The information may be printed, glued, embossed or provided on the label attached;
 - size;
 - number or date of the Contract;
 - indices of the batch and lot of the goods;
 - manufacturing date;

The selected method of labelling shall ensure that the information provided is easily legible throughout the time of use.

- 5.4. The footwear shall be packed by individual pairs into boxes. The boxes must be resistant to long-term storage and multiple transportations and have with ventilation holes (at least 1). Each box must be marked with a label, wherein the following information is to be indicated:

- the name of the manufacturer or the trademark;
- the name of a product used in the planning and accountancy system of LAF;
- the date and number of the Contract;
- the country of origin for the imported goods, if it differs from the country where the main office of the manufacturer is registered in;
- the index of a batch or a lot of goods;
- the size;
- the manufacturing date;

The label must be securely attached, marking requisites must be of a sufficient size in order to easily read and understand the provided information.

- 5.5. The user manual in both Lithuanian and English including the recommendations for the care shall be supplemented to each pair of boots.

- 5.6. Boxes are put into larger cardboard boxes with the quantities agreed by the Parties. The boxes must be resistant to a long-term storage and multiple transportations. There must be footwear of only one size in each box. Cardboard boxes are marked by labels wherein the following information is to be indicated:

- the name of a product used in the planning and accountancy system of LAF;
- the date and number of the Contract;

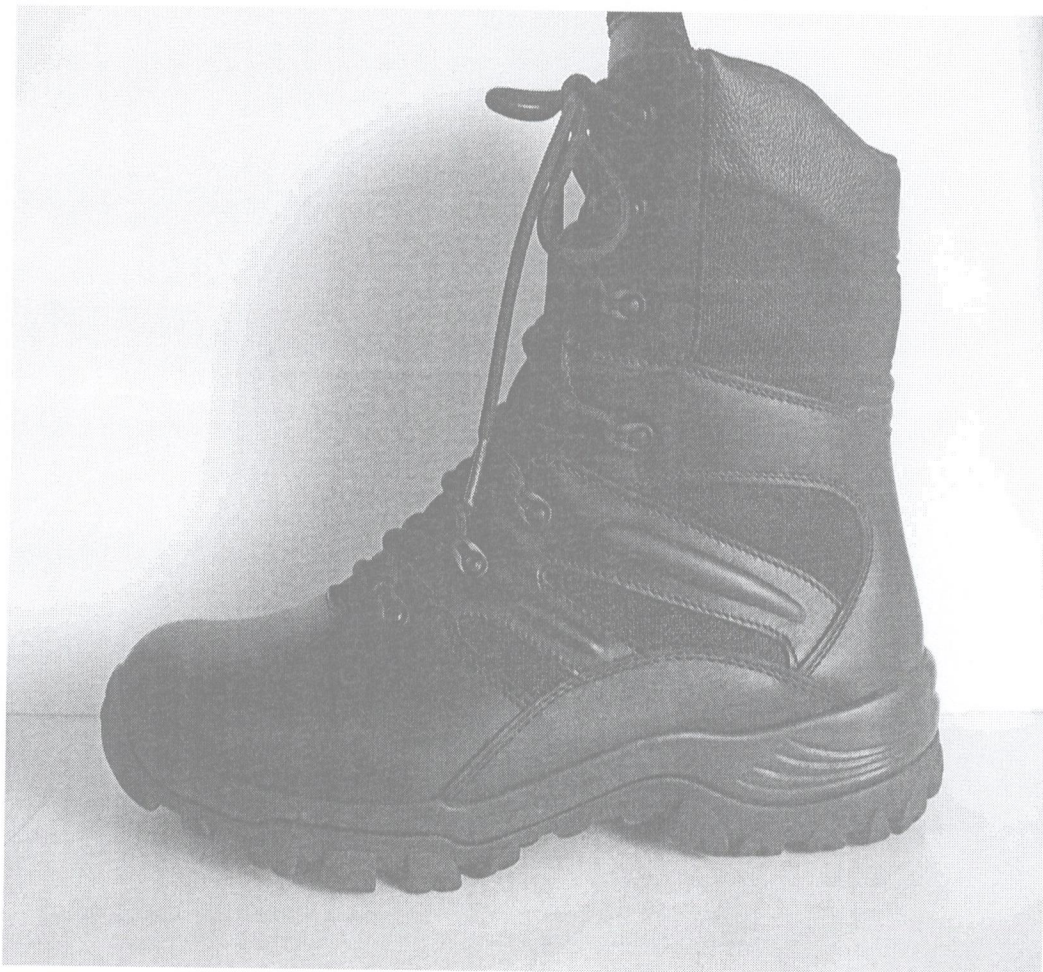
- the name and address of the manufacturer (for the goods manufactured in Lithuania);
- the country of origin for the imported goods, if it differs from the country where the main office of the manufacturer is registered in;
- the name of the importer or trademark and address for the imported goods;
- the index of a batch or a lot of goods;
- size;
- quantity;
- the manufacturing date;

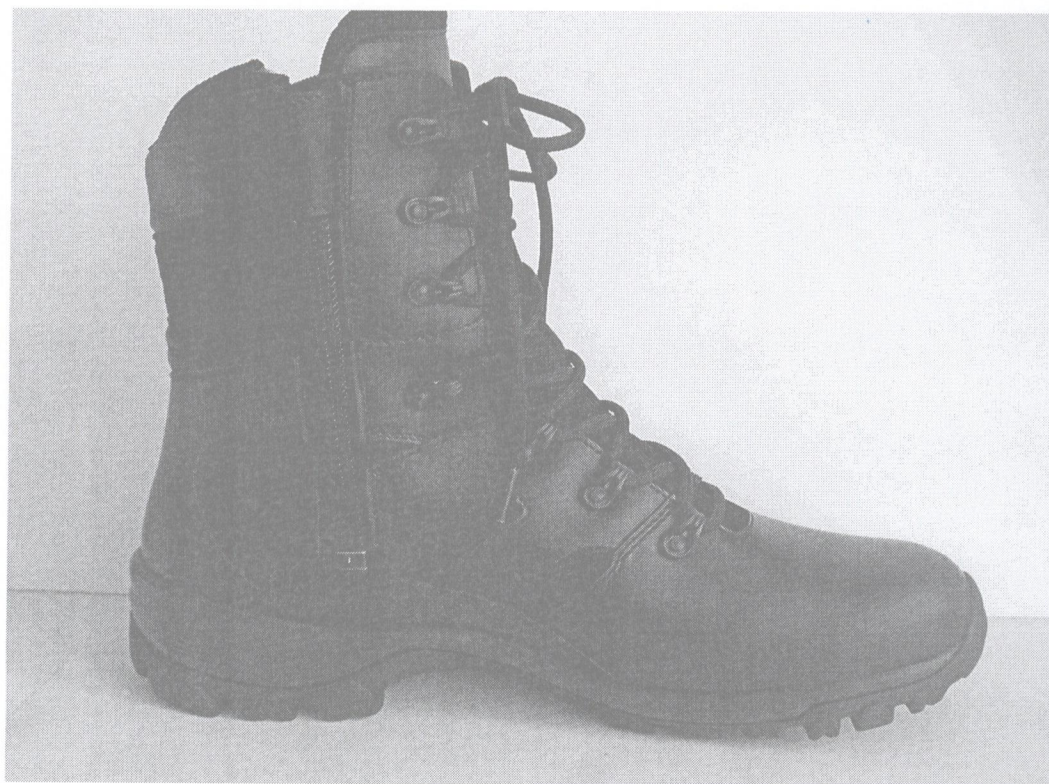
5.7. Products shall be accepted in batches and lots. Each batch of products shall be marked by a conventional sign, and a declaration of conformity in accordance with form A.2 of LST EN ISO/IEC 17050 is provided with it.

5.8. In accordance with the conditions of the Contract, the Customer examines the compliance of goods from a selected batch of goods with the requirements established by the Contract and can perform laboratory testing of the goods. In the event of received results not being in compliance with technical requirements, the entire batch of goods delivered at that time is rejected.

APPENDIX

Ship uniform boots

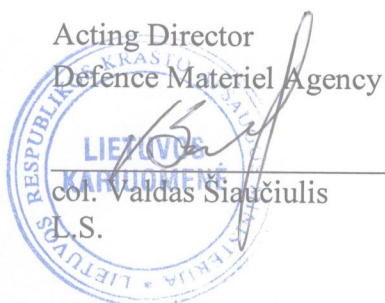




BUYER
Lithuanian Armed Forces

Acting Director
Defence Materiel Agency

col. Valdas Siaučius
L.S.



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Director of
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Kom. Tiesioginio
IČO: 26272857

Mr Juraj Vozar

20 March, 2018

Appendix No. 2

to the Contract for public procurement of the goods No. KPS -45

PRICES AND QUANTITIES OF GOODS

Seq. No.	Name of the Goods	Unit of measurement	Quantity	Price of unit of measurement EUR (VAT excluding)	Sum of the contract EUR (VAT excluding)	Manufacturer of goods (country, company)
1.	Ship uniform boots	pair	570	100,68	57387,60	Prabos Plus a.s. Czech Republic

The contract amount, EUR ex. VAT, in words: fifty-seven thousand and three hundred and eighty-seven euros 60 ct.

BUYER

Lithuanian Armed Forces

Acting Director
Defence Materiel Agency



col. Valdas Siauciulis

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Mr Juraj Vozar

20 March, 2018

Appendix No. 3

to the Contract for public procurement of the goods No. KPS -45

**Supply of Ship uniform boots by
Sizes**

Size, mm	Quantity (pairs)	Remarks
38	20	
39	20	
40	20	
41	20	
42	115	
43	135	
44	45	
45	85	
46	70	
47	20	
48	20	
	570	

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Mr Juraj Vozar

20 March, 2018

Appendix 4 (page 1) of the

Contract for public procurement of the goods No. KPS- 45

FORMS OF THE DOCUMENTS REQUIRED FOR THE CODIFICATION (AN EXAMPLE FOR FILLING IN)

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.

20 March, 2018

Appendix 4 (page 2) of the

Contract for public procurement of the goods No. KPS- 45

INFORMATION ON MANUFACTURER OR SUPPLIER (AN EXAMPLE FOR FILLING IN)

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.

BUYER

Lithuanian Armed Forces



SELLER

Prabos Plus a.s.

Director of
Prabos Plus a.s.
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IČO: 26272857 DIČ: CZ26272857

Mr. Juraj Vozar