

CONTRACT FOR THE SALE OF GOODS

No. 008-31
2023 08 31, Vilnius

1. This contract for the purchase and sale of goods (hereinafter referred to as the "Contract") is made between **EVENTECH OÜ**, legal entity code **10747533** (hereinafter referred to as the "Seller"), registered office at **Gaasi tee 5, Rae vald, 75306 Harjumaa, Estonia** represented by the member of the board **Art Schneider**, acting in accordance with the company's Articles of Association,
and

VALSTYBINIS VILNIAUS MAŽASIS TEATRAS legal entity no.k. **188200375** (hereinafter referred to as the Buyer), registered office, **Gedimino pr 22, Vilnius, Lithuania**, represented by the General Director **Simonas Kebłas**, acting in accordance with the company's Articles of Association. The Seller and the Buyer are hereinafter jointly referred to as the "Parties" and each individually as a "Party".

2. SUBJECT MATTER AND GENERAL CONDITIONS OF THE CONTRACT

2.1 This Contract sets out the terms and conditions under which the Seller undertakes to sell the equipment listed in Schedule 1 to the Contract (the "Goods") to the Buyer, and the Buyer undertakes to purchase the Goods and to pay to the Seller the price of the Goods as set out in this Contract, on the terms and conditions set out in the Contract.

2.2 The ranges, quantities, specifications, delivery and payment terms, price and other additional information relating to the sale of the Goods are set out in Annex 1 hereto, which forms an integral part of the Contract.

2.3 The ranges, quantities, specifications, delivery and payment terms, price and other additional information relating to the sale of the Goods shall be set out in Schedule 1 hereto, which forms an integral part of the Agreement.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1 The Seller undertakes:

3.1.1. to perform the terms and conditions and obligations of this Contract in a timely and proper manner;

3.1.2. to sell to the Buyer the Goods as set out in Schedule 1 to the Contract in accordance with the assortment, quantity and terms thereof.

3.1.3. to deliver the Goods to the Buyer in accordance with the terms and conditions set out in Schedule 1 to the Agreement.

3.2 The Buyer shall:

3.2.1. to fulfil the terms and conditions and obligations of this Contract in a timely and proper manner;

3.2.2. to accept the ordered Goods in accordance with the terms and conditions and in accordance with the procedure set out in the Contract;

3.2.3. to inspect the Goods upon delivery and to sign the documents confirming the receipt of the Goods which comply with the technical requirements set out in the Annex 1 to the Contract;

3.2.4. to pay the price specified in Clause 5.1 of the Contract for the Goods in accordance with the procedure and in the terms and conditions set out in the Contract.

4. PROCEDURE FOR PERFORMANCE OF THE CONTRACT



4.1 The Seller's obligations shall be deemed to be discharged as from the time of delivery of the Goods to the Buyer, except for such remaining obligations as are expressly set out in the Contract.

4.2 The Buyer's obligations shall be deemed to have been discharged when the Buyer has paid for the Goods in accordance with the terms and conditions set out in the Contract and has accepted the Goods by signing an Acceptance and Transfer Certificate, except for such remaining obligations as are expressly set out in the Contract.

5. PAYMENTS AND SETTLEMENTS UNDER THE CONTRACT

5.1 The Buyer undertakes to pay to the Seller for the Goods the price for the Goods set out in Schedule 1 to the Contract on the terms and conditions of payment set out in Schedule 1 to the Contract. Payment shall be made by bank transfer to the Seller's account specified in the VAT invoice and in this Contract, unless a different payment procedure is specified in Schedule 1 to the Contract or by separate written agreement of the Parties. The Buyer shall be entitled to pay for the Goods in cash.

5.2 All sums and payments by the Buyer for which the Parties have not specified payment terms in this Contract or its Annexes shall be due and payable within ten (10) days of the date on which the payment obligation arises.

5.3 A payment referred to in this Contract which is made through a bank shall be deemed to have been made on the date on which the bank confirms the payer's transfer.

6. OWNERSHIP

6.1 Title to the Goods shall pass from the Seller to the Buyer upon the signing of the Goods Acceptance and Transfer Deed and payment by the Buyer of the price of the Goods and/or any other sums payable under this Agreement.

6.2 The risk of loss of or damage to the Goods shall be borne by the Buyer from the time of transfer of the Goods.

6.3 If the Goods are destroyed or damaged after they have been handed over to the Buyer, the Buyer shall be fully responsible for such Goods. He shall pay the Seller for the destroyed or damaged Goods in accordance with the procedure set out for the Buyer in this Contract.

7. GUARANTEE OBLIGATIONS

7.1 The Buyer shall accept the Goods at the place of receipt specified in Schedule 1 to the Contract, subject to verification that the Goods received conform to the range, quantity, completeness and other characteristics of the Goods specified in Schedule 1 to the Contract. The acceptance of the Goods and the correct quantity of the Goods shall be recorded by the signature of the Buyer's manager or authorised person in the Goods Acceptance and Transfer Certificate.

7.2. The Seller declares that the quality of the Goods complies with the specifications set out in Annex 1 to this Contract, as well as with the requirements of the normative documents (standards, specifications, standards, benchmarks, specimens etc.).

7.3 Claims in writing concerning defects in the Goods shall be accepted within 3 (three) working days from the date of delivery of the Goods to the Buyer.

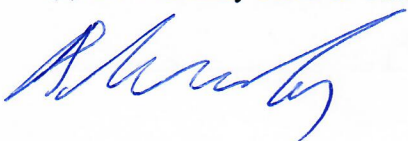
7.4 The Goods shall be subject to the warranty provided by their manufacturer, which shall commence from the date of delivery of the Goods to the Buyer.

7.5. The warranty shall apply only to the Buyer and shall not apply if:

(a) the Goods have not been used for their intended purpose or the conditions/requirements for the use of the Goods have been violated;

(b) the Goods have been mechanically or otherwise damaged by the Buyer or third parties, whether by intentional negligence or by accident;

(c) the warranty seals or other warranty markings have been broken; or



- (d) the Goods have been repaired by a person other than the Seller or its authorised person;
- (e) the Goods have been supplemented or used with other products which may have affected the performance, reliability, condition or integrity of the Goods and such use has not been agreed with the Seller;
- (f) the parameters of the Goods have been altered, resulting in a partial or total malfunction of the Goods;
- (g) the Goods have been subject to defects caused by acts of God (fire, lightning, hurricane, etc.
- (h) failure to provide documents entitling to warranty service.

7.6 The warranty shall not apply to additional parts of the Goods purchased outside the Seller.

7.7 In the event that a defect is apparent due to lack of skill or care on the part of the person operating the Goods, all costs incurred by the Seller or its authorised representative in coming and preparing to provide warranty service shall be borne by the Buyer.

7.8 Warranty service shall be performed by the Seller.

7.9 The Buyer shall promptly submit its warranty claims in writing (by e-mail) to the addresses specified in the Contract particulars, specifying any defects in the Goods observed by the Buyer.

7.10 The Parties agree and confirm that the cost of post-warranty servicing of the Goods is not included in the Contract Price and undertake to agree the terms and conditions of post-warranty servicing of the Goods separately.

8. LIABILITY OF THE PARTIES

8.1 The Parties shall be liable for the non-performance or improper performance of the Contract in accordance with the provisions of this Contract and the laws of the Republic of Lithuania.

8.2 The Parties' liability under this Agreement shall be based on their failure to perform or improper performance of their obligations under this Agreement. The Party whose fault is responsible for the damage caused to the other Party shall be obliged to compensate for it.

8.3 If the Buyer breaches the payment deadlines set out in the Contract, the Buyer shall, upon demand by the Seller, be liable to pay to the Seller a default interest of 0.02% of the unpaid amount for each day of delay.

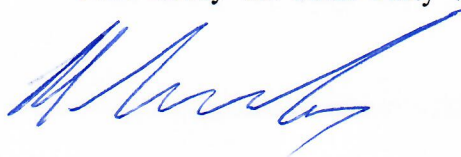
8.4 If the Buyer fails to accept the Goods from the Seller on time without a legal basis, the Seller may charge the Buyer liquidated damages of 0.02% per day of the value of the Goods not accepted on time, and may also charge the Buyer for the cost of storing such Goods.

8.5 If the Seller fails to deliver the Goods to the Buyer, the Buyer may demand the payment of liquidated damages (default interest) at the rate of 0.02 per cent per day of the value of the Goods not delivered on time, and to reimburse the Buyer for the costs incurred by the Buyer as a consequence of the Goods' delay.

8.6 The Parties unreservedly confirm that the liquidated damages provided for in the Contract are proportionate to the breaches envisaged, reasonable and fair and declare that they consider the liquidated damages provided for in the Contract to be the minimum amount of damages that are unprovable and unproven.

8.7 The Parties shall not be liable for any total or partial non-performance of their obligations under this Contract if such non-performance is due to Force Majeure. The Parties shall understand force majeure as defined in the "Rules for Exemption from Liability in the Event of Force Majeure", approved by the Government of the Republic of Lithuania by Resolution No 840 of 15 July 1996.

8.8 A Party that is unable to perform its obligations under this Agreement due to force majeure shall notify the other Party within 7 (seven) days of the commencement of such force majeure.



Failure by a Party to timely notify the other Party of force majeure shall result in forfeiture of the right to invoke such force majeure.

9. DISPUTE RESOLUTION AND APPLICABLE LAW

9.1 All disputes arising between the Parties in the performance of this Agreement shall be settled by mutual agreement between the Parties, in accordance with the principle of reciprocity and the principle of finding a mutually beneficial solution to the maximum benefit of both Parties. In the event of failure to reach an amicable settlement, any disputes, controversies or claims arising out of or in connection with this Contract, its breach, termination or validity shall be settled by the courts of the Republic of Lithuania, at the address of the Seller's registered office, in accordance with the law of the Republic of Lithuania.

9.2 This Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.

10. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT

10.1 This Contract shall enter into force upon its signature and shall remain in force until the Parties have fulfilled all of their obligations hereunder. The Annexes to this Agreement shall form an integral part of this Agreement from the moment of their signature.

10.2 All amendments and additions to the terms of this Agreement shall be valid only if they are in writing and signed by both Parties. Such agreements between the Parties shall enter into force upon signature, unless a later effective date is specified in the agreements themselves.

10.3 If any provision of this Agreement becomes or is held to be invalid, in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement.

10.4 The Contract may be terminated:

10.4.1. by mutual written agreement of the Parties;

10.4.2. at the initiative of one Party in the event of a material breach of the Agreement by the other Party.

10.4.3. in all other cases, the Contract may be terminated only by judicial proceedings.

10.5 In the event of a material breach of the Contract by one Party, the other Party may give written notice of termination. Such notice shall specify the material breach of the Contract, the reasons why the breach is deemed to be material, a reasonable period of time (but not less than seven (7) calendar days) within which to remedy the material breach, and shall inform the Party of the intention to terminate the Contract if the material breach is not remedied. If the first Party fails to remedy the material breach within the specified reasonable period, the other Party shall have the right to terminate the Contract by written notice to the first Party. The date of termination shall be the date of receipt of the notice of termination.

10.6 Termination of the Contract shall not exclude the right of a Party to claim liquidated damages and damages for non-performance or improper performance of the Contract.

11. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

11.1 Each Party represents and warrants to the other Party that the following representations and warranties of the Party are true, complete and accurate at the time of the signing of this Contract and the transfer of title to the Goods:

(a) Authority. Each Party has the unrestricted authority to enter into this Agreement and to perform its obligations hereunder. This Agreement shall create a binding obligation on each Party obligations to be performed in accordance with the terms of the Contract;

(b) absence of conflict. Neither the execution of this Agreement nor the performance of the terms of this Agreement shall violate



- (i) the provisions of any authorization, consent, judgment, sentence, order or decree of any person, authority, organization or dispute resolution body applicable to a Party;
- (ii) the provisions of any transaction or obligation to which a Party is a party; or
- (iii) the provisions of any Applicable Law.

11.2 The representatives of the Parties signing this Agreement certify that they have the requisite authority to sign this Agreement on behalf of the Parties, with all the obligations and rights thereunder.

12. FINAL PROVISIONS

12.1 The Parties undertake to notify each other promptly of any legal facts (including, but not limited to, changes in the Parties' address, telephone number, bank account, or other details as provided for in the Contract), not otherwise specified in this Contract, which have or may have any effect on this Contract, the validity of this Contract, the performance of this Contract, or the Parties' rights and/or obligations hereunder. A Party failing to comply with this requirement may not claim or allege that the actions of the other Party under the details known to it are not in accordance with the terms of the Contract or that it has not received notices sent under those details.

12.2 This Agreement, the fact of its conclusion, its terms and conditions and all other information of the Parties which has come to their knowledge in the performance of this Agreement shall be confidential. The Parties undertake not to disclose all or part of the confidential information referred to in this clause to any third party during the term of this Contract and after the termination of this Contract without the prior written consent of the Party concerned, unless such disclosure is required by the laws in force in the Republic of Lithuania. The Seller shall have the right to disclose data about the Buyer and the Contract to third parties if the Buyer fails to perform or improperly performs its obligations arising from the Contract.

12.3 The Parties shall not assign their rights and obligations under the Contract to third parties without the prior written consent of the other Party, except for the assignment of financial claims (including to insurance, factoring, debt collection companies).

12.4 In matters not regulated by this Agreement, the Parties shall be governed by the applicable legislation of the Republic of Lithuania.^[1]

12.5 The Contract shall be executed in two copies, one for each of the Parties, having equal legal force.

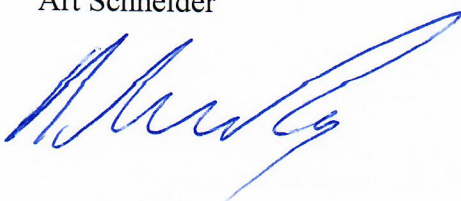
13. ANNEXES TO THE CONTRACT

13.1. Annex 1 - DETAILED TECHNICAL SPECIFICATIONS AND PRICES.

14. PARTICULARS AND SIGNATURES OF THE PARTIES:

SELLER:

Eventech OÜ
Reg No: 10747533
VAT No: EE100684601
IBAN: EE527700771003836160
Gaasi tee 5, Lehmja
Rae vald 75306
Reperented by member of the board
Art Schneider



BUYER:

Valstybinis Vilniaus Mažasis teatras
Gedimino pr. 22, Vilnius, Lithuania
Reg No: 188200375
Represented my General manager
Simonas Kebłas

Annex No.1 to Contract No. 008-31
2023 08 31,Vilnius

Product name and additional information	Quantity	Price	Total
Astera Titan tubes kit FP1-SET	1	6 613,20	6 613,20
Dimensions 1140mmx442,5mmx149,5mm			
Wight 35kg			
LED Engine Titan LED Engine			
Colors RGBMintAmber			
Total LED Power 72w			
LED power draw 48w			
Luminous Flux 3200K – 2535 Lum			
Luminous Flux 4000K – 2900 Lum			
Light output 3200K @ 1m – 708 Lux			
Light output 4000K @ 1m – 758Lux			
Beam Angle 135x115"			
Field angle 175x160"			
Strobe 0-25Hertz			
Pixel 16			
SET includes: 8 Titan tubes FP1-BTB			
16 Tube holder AX1-H			
8 tube stands AX1-STD			
16 Eyebolt AX1-EBLT			
8 DC Socket cover			
1 Charging block			
1 Case			
Astera ART7-U	1	304,80	304,80
5 VDC-2A, 3,7V, IP20 with case			
Delivery to Vilnius	1	84,00	84,00
TOTAL			7 002,00

SELLER:

BUYER:

EVENTECH OU
Reg No: 10747533
VAT No: EE100684601
IBAN: EE527700771003836160
Gaasi tee 5, Lehmja
Rae vald 75306
Represented by member of the
board Art Schneider



Valstybinis Vilniaus Mažasis
teatras
Gedimino pr. 22, Vilnius, Lithuania
Company Code: 188200375
Represented my General manager
Simonas Kebblas