

Contract No.

Alytus, Lithuania

\_\_\_\_\_, 2022

\_\_\_\_\_, hereinafter referred to as the Supplier, represented by \_\_\_\_\_ acting under the bylaws of the company, and "Astra LT" AB, hereinafter referred to as the Buyer, represented by General Director Vaidas Liesionis, acting under the bylaws of the company, the Supplier and the Buyer both hereinafter called the Parties, have concluded the following Contract, hereinafter referred to as the Contract.

#### 1. Object of the Contract

1.1. The Buyer has conducted an open competitive tender for acquiring the new dual column and boom welding manipulators system according to the tender conditions which are an integral part of this Contract. The tender is attributed to the Buyer conducted the EU support project Nr. 01.2.1-LVPA-K-856-01-0099 „Investments into scientific research and experimental development of receptacles and reactors of very large dimensions and with cavitation mixing". Based on the received tender and accompanying documents (hereinafter altogether called the Conditions of the Tender) which are also an integral part of this Contract, the Buyer has decided to purchase from the Supplier the system \_\_\_\_\_ and related delivery, commissioning, training and testing services, hereinafter altogether referred to as the Equipment.

#### 2. Price of the Equipment

- 2.1. The price of the Equipment shall be EUR \_\_\_\_\_ (price in words: \_\_\_\_\_ EUR) without VAT on DAP Alytus, Lithuania (Incoterms 2020) conditions.
- 2.2. The price includes all supply expenses, among other (but not restricted to) transportation, insurance, commissioning, testing and training. The price does not include unloading of the Equipment at the site of the Buyer.

#### 3. Payment Terms

- 3.1. 30% advanced payment of the price of the Equipment shall be paid within 10 working days latest after signing the Contract.
- 3.2. 60% of the agreed price shall be paid within 5 working days latest, after visual inspection of the ready-to-ship Equipment at the Supplier's site, demonstration of functionality and signing of Notice to proceed (hereinafter called NTP) protocol, before shipment.
- 3.3. 10% of the agreed price shall be paid within 5 days after a successful commissioning of the Equipment, training course fulfilment, completion of testing program and signing a successful factory acceptance test (hereinafter called FAT) protocol.

#### 4. Supplier's Obligations

- 4.1. Delivery of the Equipment, commissioning, training of the Buyer's personnel and testing of the Equipment altogether shall be finished not later than 8 month after the receipt of the 30% advanced payment;
- 4.2. The term of all the supply activities mentioned in 4.1 could be prolonged without any penalties by only 1 month if the Supplier faces generally well-recognized unfavourable circumstances which affect directly activities of the Supplier. A written notice with reference to particular factors and activities is mandatory if the Supplier asks prolongation of the supply activities term based on the clause described in this article.
- 4.3. The Supplier shall submit for the Buyer's confirmation a general layout of the Equipment with the most important dimensions and a drawing of a foundation no later than 4 weeks after receiving the 30% advanced payment. The Buyer has a right to object the layout if he thinks it does not correspond to the Conditions of the Tender. The confirmation or the motivated objection should be presented in writing by the Buyer in 3 working days after receiving the layout. If the Buyer fails to confirm or object the layout in the mentioned above term, the delivery date of the Equipment is postponed accordingly to the delay without any penalties to the Supplier;

- 4.4. The Supplier shall submit to the Buyer parameters for electric, water, air connections, other preparations at site needed to place and connect the Equipment. This submission shall take place in 2 weeks after the layout confirmation;
- 4.5. The Supplier shall inform the Buyer about readiness to ship in 10 days before the planned date. This notice shall also be an invitation to come for inspection of the Equipment.

#### 5. Buyer's Obligations

- 5.1. The Buyer shall visit the Supplier's site and make the initial acceptance of the Equipment by signing the NTP protocol giving permission to ship. The following prerequisites are mandatory for signing of the NTP:

- 5.1.1. The Equipment corresponds to the Conditions of the Tender;

- 5.1.2. The Equipment corresponds to the confirmed layout mentioned in 4.3.

The Buyer can choose at his sole discretion not to visit the Supplier's site but rather make visual inspection of the Equipment by means of image transmission through Viber or a similar web service used by the Supplier and the Buyer. In this case, the Supplier shall demonstrate functionalities of the Equipment through the Viber or a similar web call camera.

- 5.2. The Buyer shall accept the Equipment from the Supplier by signing the FAT protocol and confirming that the Equipment is in a perfect working order and ready to be used in accordance with its intended purpose. The following prerequisites are mandatory for signing the FAT:

- 5.2.1. Successful delivery and mounting of the Equipment;

- 5.2.2. Successful commissioning of all delivered hardware and software of the Equipment;

- 5.2.3. Fulfilment of the training course with issuing training certificates to the Buyer's personnel;

- 5.2.4. Successful completion of the testing program of the Equipment;

- 5.2.5. Handing over all the documentation listed in the Conditions of the Tender;

- 5.2.6. Full conformity of the Equipment with the features declared in the Conditions of the Tender.

If the Buyer considers that the above mentioned prerequisites have not been met, he must inform the Seller in writing describing the problem.

- 5.3. The Buyer shall provide cleared space and easy access for mounting, commissioning and testing of the Equipment. He shall also guarantee a suitable electrical connection and prepared basement if he has been timely informed about requirements to it.
- 5.4. The Buyer shall provide metal sheet workpieces, welding wire, shield gas, RT laboratory for testing program of the Equipment.

#### 6. Warranty

- 6.1. Warranty period is 24 months starting from signing of the FAT protocol.

- 6.2. The Buyer must notify the Supplier in writing of a claimed defect or failure within the warranty period for that item in question to be covered by the warranty. For claims covered by the warranty, the Supplier shall send within 7 working days free of charge spares in order to exchange defective parts or equipment on DAP Alytus (Incoterms 2020) conditions. The Supplier agrees to diagnose the problem and suggest a possible solution within 3 working days of formal written notification by The Buyer in case of warranty claim. If the Supplier fails to respond to a formal request for support during the warranty period The Buyer will have the right to charge a financial penalty of €500 per day for every day that Supplier has refused to respond. The following procedure will be followed in the event of a fault during the warranty period.

- 6.3. The Buyer reports fault by an email to an approved list of contacts. The Supplier responds by either requesting additional information / pictures/ videos/ tests to help diagnose the fault or make immediate recommendations to clear the fault. The Buyer will provide Internet connection which can be used by the Supplier on the remote basis to aid diagnostic of fault and to help provide fastest solution. The Supplier may also recommend that the Buyer technicians substitute parts or assemblies, if held by the Buyer. The Supplier will provide some schooling at time of installation to enable Buyer's personnel to work efficiently with Supplier's technicians to help clear equipment problems as quickly as possible. After the fault has been resolved successfully, the Buyer sends a notice of results.

- 6.4. If the above procedure, mentioned in 6.3. paragraph, fails to resolve the fault then the Supplier will send a service technician by air to the Buyer's factory in the next 3 working days from getting informed about the failure. This timescale will be subject to factors such as whether the decision to send the engineer is taken at the beginning or end of the week, national holidays and flights availability so it is understood that the engineer may arrive quicker or later. The technician will carry spares and have knowledge to rectify the fault. In case of Supplier's travel to the Buyer's factory to repair machine fault during the warranty period – Buyer will pay cost of traveling, work and accommodation, but spares to be supplied by the Supplier free of charge. However, if the fault is happened by Buyer's improper operation, then the spare parts should be paid by Buyer during the warranty period. It is the explicit obligation of the Supplier to resolve faults as expediently as possible during the warranty period.

#### 7. Termination and Penalties

- 7.1. If the Buyer fails to fulfil fully or partially his contractual payment obligations under Articles 3.2 and 3.3 hereof, he shall have to pay the Supplier a penalty interest amounting to 0,05% of the total overdue amount for each day of delay, starting on the next day after the payment due day and ending on the date of actual payment. The total penalty amount for payment delay shall not exceed 10 % of the value of the contract.
- 7.2. If the Supplier fails to fulfil his delivery obligations under Articles 4.1. and 4.2. hereof, he shall have to pay the Supplier a penalty interest amounting to 0,02 % of the total contract value for each day of a delayed obligation. The total penalty amount for such a delay shall not exceed 10 % of the value of the contract.
- 7.3. Each Party of the Contract has a right to terminate it in case a substantial breach of it is committed by a Counterparty. If these circumstances happen, a Party can address a Counterparty in writing that he would terminate the Contract if the substantial breach event has not been resolved within the next 20 days term.
- 7.4. Substantial breach of the Contract happens when:
- 7.4.1. The Supplier fails to deliver the Equipment for more than 60 days;
  - 7.4.2. The Buyer delays in Articles 3.2. scheduled payment of 60% of the price for more than 30 days;
  - 7.4.3. Either Party is declared insolvent, has officially applied for a moratorium of creditors, has entered into a restructuring process due to failure to repay loans timely, and/or has ceased its usual business operations.
- 7.5. When the Contract is terminated because of the substantial breach, the guilty Party shall compensate for all direct losses, shall return all assets received during execution of the Contract and shall pay 15% fine from total Contract value to the opponent Party.

#### 8. Force-Majeure

- 8.1. Procedure and terms and conditions of exemption of the Parties from the contractual obligations and breaches in cases of the *force majeure* are established in Article 6.212 of the Civil Code of the Republic of Lithuania and the Lithuanian Government Decision No. 840 of 15 June 1996 "Approval of procedure for exemption from contractual liabilities in *force majeure* situations".
- 8.2. *Force majeure* circumstances and consequences shall not exempt the Parties from their liability to execute this Contract. After the *force majeure* situation ceases, the execution of the contractual obligations shall be restored unless the Parties would not take another mutually approved decision.

#### 9. Procedure for Dispute Settlement

- 9.1. All disputes related to this Contract shall be settled by negotiation. In case of failure to settle the dispute by negotiation, it shall be resolved in an appointed court and by the law of the Republic of Lithuania.

#### 10. Final Provisions

- 10.1. This contract and all amendments of the present contract shall be valid only if made in written form and signed by both parts in original or scanned and transmitted by e-mail copy.
- 10.2. All future communication will be considered as official written information if made in written form and signed by some representative of the Parties and transmitted in original by post, sent scanned via e-mail.
- 10.3. The present Contract is signed in two copies in English language with the equal legal power.

11. Contact details of Parties

The Supplier:

\_\_\_\_\_  
Company code:  
VAT payer code:  
Legal address:  
Actual address:  
Bank account no:  
Bank:  
Bank SWIFT code:  
Phone: +  
E-mail:

\_\_\_\_\_  
(Signature)

The Buyer:

“Astra LT” AB  
Company code: 149679465  
VAT payer code: LT496794610  
Address: Ulonų g. 33, LT-62161 Alytus  
Bank account no: LT917044060001919351  
Bank: AB SEB bankas  
Bank SWIFT code: CBVI LT 2X  
Phone: +370 315 52176  
E-mail: [info@astra.lt](mailto:info@astra.lt)

General director..... V. Liesionis

(Signature)