Procurement conditions Annex 7 „Agreement project“

***(Agreement project)***

**IŠMANIOS ČIUŽINIŲ GAMYBOS LINIJOS VIEŠOJO PIRKIMO-PARDAVIMO SUTARTIS**

**PUBLIC PROCUREMENT -SALE AGREEMENT FOR THE INTELLIGENT MATTRESS PRODUCTION LINE**

No.

Šiauliai

**JSC "Ausnė"** (hereinafter - the Customer), represented by (position, name, surname), acting according to the institution's statutes, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter - the Supplier), represented by (position, name, surname), acting according to (the document on the basis of which the person acts), hereinafter collectively referred to as the Parties, separately as the Party, taking into account the results of the purchase of the Smart Mattress Production Line, carried out through an open tender (hereinafter referred to as the purchase), entered into this contract for the public purchase and sale of the Smart Mattress Production Line (hereinafter referred to as the Agreement) and agreed on the following conditions.

1. AGREEMENT SUBJECT
   1. The subject of the agreement - is the acquisition of a smart mattress production line (hereinafter referred to as the Goods).
   2. Descriptions, properties, maximum quantities and other requirements of the goods to be purchased are set out in the Agreement, Annex 1 "Technical Specification" and Annex 2 "Proposal".
   3. According to the Agreement, the Supplier undertakes to supply the Goods under the conditions and procedure specified in the Agreement, and the Customer undertakes to accept the Goods and pay for them in accordance with the procedure specified in the Agreement.
   4. During the validity period of the contract, the Customer orders the Goods by placing orders in writing or by e-mail, indicating the type of goods, quantities and the date of activation of the goods
   5. The goods must be delivered by 2024 April 15.
   6. Equipment is purchased, the use of which is not expected to have a significant negative impact on the environment, does not create a source of pollution and does not generate waste, therefore the purchase is considered green (Order No. D1-508 of the Minister of the Environment of the Republic of Lithuania dated June 28, 2011, point 4.4.2, < purchased innovation , creating a new or substantially improved product, service or process, including production, construction, construction or other processes, which has the least possible negative impact on climate change, environmental pollution, waste management, use of natural resources, the state of ecosystems and their services and (or) other negative environmental impact compared to existing products, services or processes on the market>).
2. RIGHTS AND OBLIGATIONS OF THE PARTIES
   1. The suppliers obligations:

2.1.1. To deliver goods in accordance with the procedure and conditions set forth in the Agreement, whose quality and other criteria meet the requirements established in the Agreement and its annexes, at its own risk and expense, as carefully and efficiently as possible, including, but not limited to, in accordance with the best generally recognized professional, technical standards and practices, using all necessary skills and knowledge;

2.1.2. cooperate with the Customer during the execution of the entire Agreement and immediately, but no later than within 3 (three) working days from the moment of learning of such circumstances, inform the Customer in writing of any circumstances that prevent or may prevent the Supplier from fulfilling its obligations within the terms set in the Agreement or that may affect for the volume and/or quality of supplied goods;

2.1.3. If the Customer indicates the defects/inconsistencies/comments of the delivered goods, to correct them at his own expense within a reasonable period specified by the Customer;

2.1.4. ensure the confidentiality and protection of information received from the Customer during the execution of the Agreement and related to the execution of the Agreement;

2.1.5. ensure that the Contract will be performed only by persons with the right to engage in the relevant activity, including the sub-supplier(s) used (if used), regardless of whether the Supplier's qualification for the right to engage in the relevant activity has been checked or not checked in full;

2.1.6. to indemnify the Customer directly for any claims arising from the use of copyrights, patents, licenses, drawings, models, trade names or trademarks, except in cases where such infringement is due to the fault of the Customer;

2.1.7. not to use the Customer's brand or name in any advertising, publications, etc. without the prior written consent of the Customer;

2.1.8. in order to reduce the consumption of paper, to refuse the unnecessary copying and printing of documents, when preparing the documentation, the acts of transfer-acceptance of goods must be submitted to the Customer only in electronic format, and the documentation to be signed and the acts of transfer-acceptance of goods must be signed with an electronic signature;

2.1.9. to perform other duties provided for in the Agreement and the valid legal acts of the Republic of Lithuania.

* 1. The suppliers rights:

2.2.1. receive the payment specified in this Agreement, provided that he properly and timely fulfills all the obligations provided for in this Agreement;

2.2.2. to receive all the requested information and demand that all conditions necessary for the proper fulfillment of the Supplier's obligations under this Agreement;

2.2.3. The supplier has other rights provided for in the Agreement and in the valid legal acts of the Republic of Lithuania.

* 1. The customer obligations:

2.3.1. to accept from the Supplier suitable, high-quality goods that meet the requirements set out in Annex 1 of the Agreement, and to pay for them on time in accordance with the procedure and conditions set forth in this Agreement;

2.3.2. cooperate with the Supplier, provide information and create conditions necessary for the proper execution of the Agreement;

2.3.3. to perform other duties provided for in the Agreement and the valid legal acts of the Republic of Lithuania.

* 1. The customer rights:

2.4.1. to demand that the Supplier properly and timely fulfill the obligations specified in the Agreement and its annexes;

2.4.2. suspend payments to the Supplier if the Supplier does not fulfill or improperly fulfills any obligations assumed by the Agreement, until these obligations are properly fulfilled;

2.4.3. During the performance of the contract, to request the Supplier to provide information and/or documents that prove the Supplier's compliance with environmental protection requirements (e.g. data, whether paper was used for the supply of the Product, if so - the technical characteristics of the paper used are presented, whether an electronic signature was used, unnecessary documents are waived printing and copying and/or etc.).

2.4.4. The customer has other rights provided for in the Agreement and in the valid legal acts of the Republic of Lithuania.

1. PRICE AND PAYMENT PROCEDURE
   1. The total price of Agreement is \_\_\_\_\_ *(in words)* Eur without VAT or \_\_\_\_\_ *(in words)* Eur with VAT, VAT cosist of \_\_\_\_\_ *(in words)* Eur.
   2. The goods are billed according to the following rates:

| **No.** | **Prekės pavadinimas** | **Maksimalus kiekis, vnt.** | **1 vnt. įkainis**  **Eur be PVM** |
| --- | --- | --- | --- |
| *1* | *2* | *3* | *4* |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |

* 1. Prices of the price line specified in point 3.2. The prices of the goods include all costs related to the goods and all taxes, excluding VAT.

3.4. Payment for goods will be made according to the following schedule:

3.4.1. EUR 40,000 is paid within 10 calendar days from the conclusion of the agreement;

3.4.2. EUR 44,000 is paid within 30 calendar days from the conclusion of the agreement;

3.4.3. the remaining amount is paid by at the latest 2024 March 1.

3.5. After the delivery of the goods, a acceptance of delivery of goods act is signed.

3.6. Invoices are accepted and processed in accordance with Article 6, Part 4 of the Law on Financial Accounting of the Republic of Lithuania, except for the cases specified in Part 12 of this Article. Advance invoices may be issued based on payments. Final invoice - the invoice must be submitted no earlier than the acceptance-handover deed agreed and signed by both parties without defects/remarks (i.e. when all defects or remarks indicated in the previous acceptance-handover documents, if any, have been removed).

3.7. All the Customer's financial obligations under this Agreement must be fulfilled by transferring the amount specified in the invoice by bank transfer to the Supplier's account. The payment is considered completed when the funds are credited to the Supplier's bank account.

1. LIABILITY OF THE PARTIES

4.1. The parties undertake to properly fulfill the obligations specified in the Agreement and refrain from any actions that could cause damage to each other. The responsibility of the parties is determined in accordance with the valid legal acts of the Republic of Lithuania and this Agreement.

4.2. If the Supplier, due to his own fault, is late in delivering/installing the goods within the term specified in Clause 1.5 of the Agreement and/or the goods do not meet the requirements set out in Annex 1 of the Agreement, the Supplier undertakes to pay the Customer 0.03 percent. amount of late interest for each delayed day from the total price of the Contract.

4.3. If the Customer is late in settling with the Supplier within the terms and procedure established in the Agreement, the Customer undertakes to pay the Supplier 0.03%. amount of late interest for each day of delay from the unpaid amount.

4.4. Upon termination of the Agreement on the basis provided for in point 7.5.1, the Supplier transfers a fine of 1,000.00 Eur (one thousand euros) to the Customer's checking account within 10 working days.

4.5. Payment of late interest does not exempt the Parties from fulfilling their obligations under this Agreement.

1. CIRCUMSTANCES OF FORCE MAJEURE (FORCE MAJEURE)

5.1. The party is released from responsibility for non-performance of the Agreement if it proves that the Agreement was not performed due to circumstances that it could not control and reasonably foresee at the time of concluding the Agreement, and that it could not prevent the occurrence of these circumstances or their consequences (force majeure).

5.2. Circumstances of force majeure are considered to be the circumstances indicated in Article 6.212 of the Civil Code of the Republic of Lithuania (hereinafter referred to as the Civil Code) and the rules of exemption from liability in the event of force majeure, approved by the Government of the Republic of Lithuania in 1996. July 15 by resolution no. 840 "On the approval of the rules for exemption from liability in case of force majeure".

5.3. The Party unable to fulfill its obligations under the Agreement due to force majeure must notify the other Party in writing within 10 (ten) days from the occurrence or the beginning of becoming aware of such circumstances.

5.4. After the end of the force majeure circumstances, the obligations of the Parties stipulated in the Agreement continue to be performed, unless the parties have agreed otherwise.

5.5. If the circumstances of force majeure and their consequences continue for more than 3 (three) months, each Party has the right to refuse to fulfill its obligations and terminate the Agreement.

1. GROUNDS AND PROCEDURE FOR CHANGING SUBSUPPLIERS

6.1. The Supplier is responsible for all obligations assumed under the Agreement, regardless of whether sub-suppliers will be used to fulfill them. The Supplier confirms that it will not use a sub-supplier for the execution of the Agreement/ The Supplier will use a sub-supplier(s) for the execution of the Agreement: (indicate the sub-suppliers used for the execution of the Supplier's Agreement).

6.2. Upon conclusion of the Agreement, but no later than the Agreement begins to be executed, the Supplier undertakes to inform the Customer of the names, contact details and their representatives of sub-suppliers known at that time. The supplier must also inform about changes in the above-mentioned information during the entire execution of the Agreement, as well as about new sub-suppliers that he intends to use later.

6.3. Changing subsuppliers or using new subsuppliers is possible only when the Supplier submits a reasonable request to the Customer for changing subsuppliers or using a new subsupplier. A new sub-supplier must meet all the requirements specified in the terms of purchase for the sub-supplier and documents must be submitted to substantiate compliance with these requirements. If the Customer agrees to the change of sub-supplier or the use of a new sub-supplier, the Customer together with the Supplier enters into a written agreement on the change of sub-supplier or the use of a new sub-supplier, which is signed by the Parties. This agreement is an integral part of the Agreement.

6.4. If the Customer has reasonable suspicions that the sub-supplier is incompetent to perform the specified duties, he may demand that the Supplier find another sub-supplier that meets all the requirements specified for the sub-supplier in the purchase conditions. The customer makes a written request to the Supplier regarding the change of this sub-supplier, stating the reasons. The Supplier, upon receiving the Customer's request to change the Supplier's sub-supplier, has the obligation to propose another sub-supplier for the execution of the Agreement within a reasonable period of time, but not longer than 14 (fourteen) days, and to obtain the Customer's consent for his appointment. If the Customer agrees to the change of the sub-supplier, the Customer together with the Supplier enters into a written agreement on the change of the sub-supplier, which is signed by the Parties. This agreement is an integral part of the Agreement.

6.5. If, through no fault of the Customer, the Supplier does not appoint another sub-supplier in his place within one month from the day when it becomes clear that the sub-supplier is incompetent to perform the specified duties, this will be considered a fundamental breach of the Agreement, and the Customer has the right to unilaterally terminate the Agreement.

6.6. The procedure for changing sub-suppliers is an essential condition of the agreement, the violation of which is considered a fundamental breach of the agreement, as a result of which the Customer acquires the right to unilaterally terminate the agreement with the Supplier.

1. VALIDITY, MODIFICATION AND TERMINATION OF AGREEMENT

7.1. The day of conclusion of this Agreement is considered the day when the Agreement is signed by both Parties

7.2. During the period of validity of the Agreement, the terms of the Agreement may be changed in accordance with the procedure established in Article 89 of the Civil Code.

7.3. All amendments, additions and additions to the Agreement are considered an integral part of the Agreement and are valid if they are made in writing and approved by the signatures of the authorized representatives of the Parties.

7.4. The agreement may be terminated:

7.4.1. by written agreement of the Parties;

7.4.2. In the cases and procedure specified in the contract;

7.4.3. in other cases established by the Civil Code;

7.4.4. On the grounds and procedure established in Article 90 of the Public Enterprise.

7.5. The Cllient, having informed the Supplier in writing no later than 14 (fourteen) calendar days in advance, has the right to unilaterally terminate the Agreement, if:

7.5.1. The Supplier fails to fulfill its obligations or fulfills them under conditions other than those specified in the agreement and the Annexes to the Contract and the Supplier, after the Customer's written notice (claim), does not continue to fulfill its contractual obligations and does not correct performance deficiencies within a reasonable period determined by the Customer. This is considered a material breach of the Agreement;

7.5.2. The Supplier refuses to fulfill the obligations stipulated in the Agreement or any part of them, regardless of the value of such part;

7.5.3. in the event of a material breach of the Agreement, as provided for in the Agreement and/or the Civil Code;

7.5.4. A restructuring or bankruptcy case is filed against the Supplier, the Supplier is liquidated, suspends its economic activity, or when a similar situation arises in accordance with the procedure established by laws or other legal acts and these circumstances prevent the fulfillment of the obligations assumed under the Agreement in a timely manner.

7.6. The Supplier, after notifying the Customer in writing no later than 14 (fourteen) calendar days in advance, has the right to unilaterally terminate the Agreement if the Customer does not fulfill its contractual obligations or fulfills them under conditions other than those stipulated in the Agreement.

7.7. If any provision of this Agreement becomes or is recognized as invalid in whole or in part, this does not affect the validity of other provisions of the Agreement.

1. **PERSONS RESPONSIBLE FOR THE EXECUTION OF THE AGREEMENT**

8.1. Responsible persons:

8.1.1. The Customer's person responsible for supervising the execution of this Agreement is \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_. The representative of the Customer responsible for supervising the execution of this Agreement has the right to sign all documents related to the execution of this Agreement, with the exception of amendments, terminations or authorizations of this Agreement.

8.1.2. The person responsible for coordinating the execution of this Agreement is the person of the Supplier - \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, tel. \_\_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_.

8.2. The Contracting Parties correspond in Lithuanian or English. All notices, information and other correspondence provided for in this Agreement must be in writing and sent by registered letter, courier, e-mail or delivered personally to the person responsible for the execution of this Agreement.

8.3. If the persons responsible for the Agreement, the address of the Contracting Party and/or other data change, the Contracting Party must inform the other Contracting Party by notification no later than within 5 (five) days. If the Contracting Party fails to comply with these requirements, it has no right to a claim or response, if the actions of the other Contracting Party, based on the latest data known to it, are contrary to the terms of the Contract or it has not received any notification sent based on that data.

1. OTHER PROVISIONS

9.1. Any disagreements or disputes arising between the Client and the Supplier regarding the terms of the Agreement shall be resolved through negotiations between both Parties to the Agreement. If the parties fail to reach an agreement, any disputes, disagreements or claims arising from the Agreement or related to it, its violation, termination or validity, not resolved by the agreement of the Parties, shall be resolved in the competent court of the Republic of Lithuania (It is suggested to include the law applicable to the interpretation, application and for execution..

9.2. None of the Parties to the Agreement has the right to transfer the rights and obligations under the Agreement to a third party without the prior written consent of the other Party.

9.3. By concluding this Agreement, the Parties confirm that they understand that from 2018 May 25 is directly applicable in 2016. April 27 Regulation (EU) 2016/679 of the European Parliament and of the Council was adopted on the protection of natural persons in the processing of personal data and on the free movement of such data (hereinafter - the Regulation). The Parties confirm that if personal data will be processed in order to ensure the proper execution of the Agreement, the Parties undertake to conclude a separate agreement on data processing, which determines the subject and duration of data processing, the nature and purpose of data processing, the types of personal data and categories of data subjects and the obligations of the data controller and rights.

9.4. If the need to process personal data becomes apparent after the conclusion of the Agreement, the Parties undertake to immediately conclude an additional agreement on data processing to the Agreement and take other necessary measures to ensure compliance with the requirements of the Regulation. The parties acknowledge that the signing of an additional agreement on data processing will not be considered a fundamental change to the terms of this Agreement.

9.5. This Agreement is concluded in the Lithuanian or English language, in two copies with equal legal force - one for each Party.

9.6. Annexes to the Agreement are an integral part of the Agreement:

9.6.1. Annex 1 of the Agreement "Technical specification".

9.6.2. Annex 2 of the Agreement "Proposal".

1. ŠALIŲ REKVIZITAI IR PARAŠAI

**CUSTOMER SUPPLIER**

|  |  |  |
| --- | --- | --- |
| **JSC “Ausnė”**  J. Basanavičiaus str. 102, LT-76176  Šiauliai, Lithuania  Legal entity code 145466128  VAT code LT454661219  Bank account number  LT127044060002240485  AB SEB bankas  Bank code 70440  Tel. +370 620 72750  E-mail: [sa@ausne.lt](mailto:sa@ausne.lt)  Name and surname of the  Representative  Duties of the representative  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |  | name of the supplier  Address  Legal entity code  VAT code  Bank account number  Bank  Bank code  Tel.  E-mail  Name and surname of the representative  Duties of the representative  \_\_\_\_\_\_\_\_\_\_\_\_\_\_  (signature) |