**SALES CONTRACT**

**Nr. xxx dated xx.xx.2024**

**between Vakaru Metalgama UAB, Lithuania  
  
and xxxxxxxxxxxxxxxxxxxxxxxxxxxx  
  
for delivery of complete industrial fully automatic surface cleaning/priming line for metal products**

**KLAIPEDA**

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**SALES CONTRACT Nr. XXXXX dated XXXXX**

**XXXXXX.** represented by Manager Tautvydas Rakevičius, acting under the company Statute, hereinafter referred to as the Buyer,

and

**xxxxxxxxxxxxxxxxxxxx** represented by xxxxxxxxxxxxxxxxxxxx, acting under the company Statute, hereinafter referred to as the Seller, together referred as the Parties

have concluded this Contract regarding the following:

# SUBJECT OF CONTRACT

* 1. The Seller will sell and the Buyer will buy: **complete industrial fully automatic surface cleaning/priming line for metal products in specification as stated in Annex 1.**
  2. All Annexes are an integral part of this Contract.
  3. In case of any discrepancy or conflict within the documentation, the Contract shall prevail over the Quotation.

# TOTAL CONTRACT VALUE

* 1. The total Contract value is **XXXXXX Euro (€) (euros and 00/100).**
  2. The mentioned prices in present Contract is a nett prices, including local and national taxes of the Sellers country and excluding any local and national taxes in Buyers country.
  3. Total Contract value includes:
     1. Equipment design,
     2. Equipment manufacturing,
     3. Equipment packaging,
     4. Equipment labelling,
     5. Equipment testing,
     6. Equipment delivery to the Buyers premises,
     7. Equipment installation,
     8. Equipment commissioning,
     9. Buyers personnel training,
     10. Documentation,
     11. Warranty,
     12. Teleservice,
     13. Transit insurance,
  4. Total Contract value does not include:
     1. Connection, preparation and supply dry and clean compressed air.
  5. The Contract value is a lump sum (fixed sum) and shall not be changed during the term of the Contract.

# TERMS AND CONDITIONS OF PAYMENT

* 1. Payment for the Equipment shall be made in Euros (€).
  2. The Parties have agreed on the following terms of payment:
     1. 3.2.1 Within 10 (ten) calendar days after signing this Contract Buyer undertakes to make advance payment of 30% of total Contract value ([xxx] EUR) against (i) original invoice issued by the Supplier and (ii) Irrevocable and Unconditional Advance Payment Bank Guarantee (hereinafter IUAPBG, see ANNEX 2A. Advance Payment Bank Guarantee) issued by First Class European Bank (long-term borrowing of a bank registered in the Republic of Lithuania or another member state of the European Union or a state of the European Economic Area, or of another international bank with a long-term borrowing rating not lower than BBB according to the Fitch Ratings agency (or the equivalent of Standard&Poor's or Moody's rating agencies) rating. The bank that issued the guarantee or the group of companies to which it belongs must meet the rating) which to be valid until delivery by the Seller (with no remarks) + 30 (thirty) calendar days for amount of [xxx] EUR. In case of delayed delivery IUAPBG shall be prolonged accordingly. Expenses related to IUAPBG issuing and/or prolongation shall be borne by the Supplier. Failing by the Supplier to prolong IUAPBG will entitle the Buyer to draw under the existing IUAPBG; Contract will enter in force after the Supplier has issued said IUAPBG;
     2. 3.2.2 After 10 (ten) calendar days after successful completion of factory acceptance test of the Equipment (at Supplier’s factory) the Buyer undertakes to make payment of 60% of total Contract value ([xxx] EUR) against (i) original invoice issued by the Supplier and (ii) Irrevocable and Unconditional Advance Payment Bank Guarantee (hereinafter IUAPBG, see ANNEX 2A. Advance Payment Bank Guarantee) issued by First Class European Bank (long-term borrowing of a bank registered in the Republic of Lithuania or another member state of the European Union or a state of the European Economic Area, or of another international bank with a long-term borrowing rating not lower than BBB according to the Fitch Ratings agency (or the equivalent of Standard&Poor's or Moody's rating agencies) rating. The bank that issued the guarantee or the group of companies to which it belongs must meet the rating) which to be valid until delivery by the Seller (with no remarks) + 30 (thirty) calendar days for amount of [xxx] EUR. In case of delayed delivery IUAPBG shall be prolonged accordingly. Expenses related to IUAPBG issuing and/or prolongation shall be borne by the Supplier. Failing by the Supplier to prolong IUAPBG will entitle the Buyer to draw under the existing IUAPBG.
     3. Within 15 (fifteen) calendar days after successful commissioning and acceptance of the Equipment the Buyer undertakes to make payment equal 10% of total Contract value ([xxx] EUR) against (i) original invoice issued by the Supplier and (ii) original acceptance protocol signed by the Buyer
  3. The Parties pay the expenses of their own bank.
  4. The date of payment is the date of SWIFT information of the Buyer’s bank.
  5. The Buyer is entitled unconditionally and unilaterally to make deductions and set-off from the Contract price.
  6. All bank guarantees to be issued via SWIFT system.
  7. The Equipment remain the property of the Seller until all payments have been made.

# TERMS AND CONDITIONS OF THE EQUIPMENT DELIVERY

* 1. According to present Contract, the Equipment shall be delivered by the Seller under the following conditions:
     1. **DAP –** Incoterms 2020.
     2. The terms of the Equipment delivery can only be changed with a written agreement by the Parties.
  2. The Equipment shall be ready not later than **XXXXXX at conditions DAP – Minijos st. 180, Klaipeda 93269, Lithuania**
     1. Partial and/or prior delivery is allowed only by written agreement by the Parties.
     2. Within 2 (two) working weeks before shipment the Seller is obligated to send by e-mail timeschedule for the delivery of the Equipment with indication of trucks quantity.

# DOCUMENTATION

* 1. Following documents must be delivered prior to shipment at least 2 (two) working weeks in advance:
     1. Equipment loading and unloading instructions (English - 1 original). The Seller shall be held financially fully liable for any damage(s) emerged during unloading of the Equipment if the unloading instructions has not been submited to the Buyer.
  2. The Equipment shall be delivered with following original documents:
     1. Invoice(s) for delivered Equipment;
     2. Waybill(s) in English (CMR(s));
     3. Packing list(s) for each truck (English – 1 original, 1 duplicate);
     4. Declaration of origin for full set of Equipment (English – 1 original, 1 duplicate);
     5. Pretesting report/certificate (see Annex 2) (English - 1 original).
     6. If the aforementioned documents have not been delivered with the Equipment, the delivery shall be deemed incomplete.
  3. The Seller delivers following documentation (before acceptance protocol signing):
     1. Technical passport for each set of Equipment (English - 1 original);
     2. Equipment operation manual (English - 1 original,);
     3. Equipment maintenance and service manual (English - 1 original)
     4. Spare part list (English - 1 original)
     5. Certificate(s) of competence for trainee (English – 1 original/person).
     6. Function description and all the safety instructions must be delivered in Lithuanian – 1 and English – 1;
     7. The Equipment must have CE certificate(s).
     8. If the aforementioned documents have not been delivered to the Buyer, the commissioning shall be deemed incomplete.
  4. Within 6-8 (six-eight) calendar weeks starting from the present Contract signing the Seller is obligated to deliver following documents:
     1. Foundation drawings with floor load for each position of Equipment specification (English - 1 original + CAD version),
     2. Power supply wiring diagrams and cable with accessories specification (English - 1 original),
     3. Local Intranet cable connection wiring – (English - 1 original),
     4. List of Sellers requirements to be fulfilled for successful installation and operation of the Equipment.
     5. All documents **(see item 5.4)** must be accepted in writing by the Buyer otherwise it shall not be considered as valid, and the commissioning shall be postponed until such acceptance is granted.

# PACKAGING AND LABELLING

* 1. The goods will be transported and fixed in the appropriate packaging to protect it from damage. The packaging will be suitable for reloading by fork lift truck and/or crane. The identification shall be provided clearly in English on each transport container.
  2. The packaging shall be suitable for both cranes lifting transhipment or manual transfer with the use of handcarts and/or lifting trucks.
  3. The Seller shall be held financially fully liable for any damage resulting from inadequate packaging and/or inadequate preservation treatment of the Equipment.
  4. The Seller is obligated to provide a detailed packing list with every separate package.
  5. On all packages weighing more than 500 kg, as well as the boxes with the Equipment that are higher than one metre, the location of the center of gravity in the form of a plus sign + and the letters "CG", together with its coordinates in the three coordinate planes, and the lifting points (sling placing lines) for lifting Equipment must be indicated with indelible paint.
  6. The Seller shall arrange packaging and labelling (including a.m. items) according EU standards.

# PRETESTING AND INSPECTION OF THE EQUIPMENT

* 1. After completion of manufacturing and prior to shipment of the Equipment to the Buyer, the Buyer has the right to inpect the Equipment in the factory of the Seller.
  2. The Buyer has the right to send their representatives at their own expenses for inspection of the Equipment in the Seller’s site. The Seller shall provide local transfer. Inspection time shall be agreed by Parties in writing (e-mail) on routine bases.
  3. In case the Buyer’s representatives cannot come to the Seller’s factory within the period of time agreed, the Seller has the right:
     1. has an obligation to complete all require pretests, and eliminate all faults and malfunctions if required and issue pretests report/certificate;
     2. to ship the Equipment without Buyers inspection.

# INSTALLATION, ADJUSTMENT AND COMMISSIONING OF THE EQUIPMENT AND PERSONEL TRAINING

* 1. In cooperation with the Buyer, the Seller shall draw up a detailed schedule for the installation and commissioning of the Equipment, where indicates responsible personnel for the execution of each job. Preliminary schedule shall be drawn up 2 (two) calendar months prior to first truck delivery date. Final schedule shall be drawn up and signed by both Parties 1 (one) calendar month prior to first truck delivery date.
  2. Obligations of the Seller.
     1. The Seller at his own cost and force shall execute the installation, adjustment, and commissioning of the Equipment on the Buyers premises. All expenses related to Sellers personal attendance at the Buyers premises shall be fully covered by the Seller;
     2. The Seller at his own cost and force shall execute training of Buyers personnel at the Buyers premises. All expenses related to Sellers personal attendance at the Buyers premises shall be fully covered by the Seller. Time (for indication only) for training:

Operators + service team – 3 days.

The Parties agree the number of trainees, their qualification, and dates of the training(s) in writing by e-mail on routine basis. Upon the completion of the course(s), the Seller shall issue certificate(s) of competence for each trainee;

* + 1. Foundation and floor (flatness and measurements) acceptance must be completed with the Sellers signature on respective document(s), otherwise the Seller will lose the right to invoke on civil construction conditions, in case of any quality of the Equipment or it’s performance dispute.
  1. Obligations of the Buyer.
     1. The Buyer at his own cost and force shall deliver the foundation with main power supply cables to switch panel(s) according to foundation drawings and other construction works according to Sellers requirements **(see item 5.4)**;
     2. The Buyer at his own cost and force shall deliver for the installation, commissioning and training period the supplies of electricity and gas(es) to the points given by the Seller in a quality and amount specified by the Seller **(see item 5.4)**;
     3. The Buyer at his own cost and force shall provide permanent direct Local Intranet connection to the points given by the Seller in a quality specified by the Seller **(see item 5.4)**;
     4. The Buyer at his own cost and force shall provide for the installation, commissioning, and training period min 4 (four) workers to assist the Sellers personnel. Qualification of workers must be agreed by Parties on routine basis.
     5. The Buyer at his own cost and force shall provide for the installation, commissioning and training period English-Russian- speaking interpreter to assist Sellers personnel, unless at least one of the workers can speak English, Russian, language.
     6. The Buyer at his own cost and force shall deliver equipment with operators for lifting and transporting inside and outside of the building athe Buyers premises according to Sellers requirements **(see item 5.4.5)**;
     7. The Buyer at his own cost and force shall deliver storage facilities for the Equipment for the period of installation;
     8. The Buyer at his own cost and force to organize sufficient free area for the installation, commissioning and training;
     9. Upon Sellers request the Buyer shall provide extra labor resources and equipment (if such were not indicated in Sellers requirements list **(see item 5.4.5)**) that are necessary to accomplish the installation. In such event the Seller shall bear expenses related to this matter. The cost of energy, gas, water shall be covered by the Buyer.
  2. The Seller is obligated **to complete the installation and commissioning of the Equipment not later than XXXX**.
  3. The Seller is obligated **to complete Buyers personnel training** (see item 8.2.2) and deliver certificates of competence not later than XXXX.
  4. The date of acceptance protocol **(see item 23)** signing by both Parties shall be deemed the date of the Equipment being put it into operation (incl. Item 5.3.).

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# OBLIGATIONS AND SANCTIONS

* 1. In case the seller fails to observe the Equipment delivery terms **(see item 4),** the Seller shall be obligated to immediately notify Buyer about this fact.
     1. Notification is to be made in written and sent to the Buyer by e-mail and the new dates of the Equipment delivery as well as the causes of the delay are to be indicated in notification.
  2. In case of non-obcervance by the Seller of the Equipment delivery terms (see item 4), except force majeure circumstances, the seller shall be obligated to pay the Buyer a fine of 0.2% of the value of the undelivered good (if possible to exclude), if not possible to exclude from of the total Contract value for each day of delay following the delivery date, based on the corresponding invoice from the Buyer, but no more than 10% of total Contract value.
  3. In case of non-observance by the Seller of the Equipment commissioning terms **(see items 5.4, 8.2, 8.4)** exept force majeure circumstances, and provided that the Buyer has fulfilled Sellers requirements **(see items 3, 5.4.5, 8.3),** the Seller shall be obligatedto pay the Buyer a fine of 0.2% of the total Contract value for each day of delay following the delivery date, based on the corresponding invoice from the Buyer, but no more than 10% of total Contract value.
  4. In case of non-obcervance by the Buyer of the payment terms (see item 3), except force majeure circumstances, and provided that the Seller has fulfilled Buyers requirements (see item 3), the Buyer shall be obligated to pay the Seller a fine of 0.2% of the total Contract value for each day of delay following the due date of payment, based on the corresponding invoice from the Buyer, but no more than 10% of total Contract value.
  5. Maximum sum of fines (accumulative) cannot exceed 10% of total contract value.
  6. The parties agreed that sums on the settled claims shall be paid within 30 (trirty) calendar days starting from the date of receiving corresponded invoisce(s).

# QUALITY

* 1. The Seller guarantees that the Equipment has been made in the European Union and has "CE" marking confirmed by respective documents.
  2. The Equipment supplied under present Contract shall comply with prevailing European standards and environmental regulations, as well as the requirements stipulated in this Contract.

# WARRANTY

* 1. Seller guarantees that:
     1. During the manufacture of the Equipment high quality materials have been used, first class processing and high quality assembly have been assured;
     2. The performance and quality of operation of the supplied Equipment will fully meet the technical requirements of the Contract;
     3. Pressure vessels, apparatus, and pipelines, as well as the corresponding technical documents comply with the EU standards and rules.
  2. Warranty period is 24 months in one-shift operation for each unit parts and labor, calculated from the date of acceptance documents signing, excluding wear and tear parts, but no more then 4000 operational hours.
  3. Warranty covers defects on components, structure or workmanship. The Seller will either replace or repair defective component (see item 10.5). The Warranty does not cover damage caused by improper use or normal wear and tear of the Equipment (Consumables as belts, wipers, fuses, bulbs etc), does not apply to defects arising from the Buyer's faulty maintenance or unauthorized alteration of the Equipment, will be void if the Equipment is operated in a manner inconsistent with the Seller's usage instructions and manuals. Warranty includes components, and working time, and other expenses (travel, hotel etc), which is needed to repair the machine. Warranty is limited to the Equipment only and does not cover any indirect or consequential damages.
  4. The Seller shall be obligated to provide spare parts and/or consumables for the supplied Equipment under the provisions of present Contract for a minimum of 10 (ten) years starting from the date of the Equipment commissioning.
  5. In case the Equipment proves defective or incomplete or does not comply with the provisions of the Contract, or does not deliver the specified performance, or loses the specified performance, then, regardless of whether or not this could have been discovered during the tests at the works of the Seller or his sub-Contractors, the Seller shall be obligated:
     1. To eliminate the discovered defects by repairing them at the Seller’s expense within five calendar days;
     2. To replace the defective parts of Equipment with new high-quality parts within 5 (five) working days. In this case, the transport costs, customs duties, taxes and/or other expenses in connection with the return and/or replacement of the defective Equipment and/or its parts and the Seller shall pay its import into the Buyer’s country.
  6. The defective Equipment and/or its parts that are replaced by new ones shall be returned to the Seller at his request and at his expense within the terms agreed between the Parties.
  7. The aforementioned warranty period will begin anew for the repaired and/or new machines, assemblies, apparatus etc., supplied for the replacement of the defective ones, starting from the dates of their commissioning.
  8. In case some assemblies, apparatus, parts of the Equipment have been repaired or replaced, the warranty period of the main Equipment shall be prolonged by the time of the Equipment downtime caused by discovered defect taking into consideration item 15. Minimum downtime period is 14 (fourteen) calendar days.
  9. During warranty the Seller accepts costs for repairs conducted by the Buyer if items 11.5.1 and/or 11.5.2 are not fulfilled by the Seller in due time. The Buyer obligated to keep repair costs on reasonable level and before each repair inform Seller about such costs. The Seller pays the amounts stated based on invoice from Buyer.
  10. Warranty case shall be defined not later than within 24 hours after Sellers personnel arrival to Buyers premises, or earlier.
  11. The Buyer has a right to make repair claims:
      1. On the quality of the supplied Equipment, in case it does not correspond to the quality stipulated by this Contract – during the warranty period.
      2. On the quantity of the supplied Equipment – within 90 (ninety) days starting from the date of the Equipment delivery to the Buyer’s premises.
      3. On matters set on item 11.9.
  12. In the claim, Buyer shall state the non-compliance of the supplied Equipment with the provisions of the Contract and specify the evidences of this non-compliance, in particular, the Buyer shall indicate:
      1. The Contract number and the specification / Annex number
      2. Description of the Equipment
      3. Quantity of the Equipment for which the claim is made
      4. Subject of claim (incompleteness, insufficient quality)
  13. The claim with enclosed documents necessary for its substantiation shall be submitted by fax and/or e-mail. The Buyer can contact the Seller’s representative by phone in advance.
  14. The Seller and Buyer shall take all measures to settle the claim in an amicable way.
  15. The Seller shall be obligated to examine the quality and/or quantity claim and give his reply on the claim matter no later than 1 (one) working day after its receipt. Otherwise, the claim shall be deemed accepted by the Seller.
  16. The Seller shall pay the sums accepted by the Seller for payment to the Buyer on the settled claims to the Buyer within 30 (thirty) calendar days starting from the date of claim acceptance by the Seller.

# SERVICE AND MAINTENANCE

* 1. The service and maintenance of the supplied Equipment during warranty period will provide following companies:

Name: **xxxxxxxxxxxxx**

Address: **xxxxxxxxxxxxx**

Contact person: **xxxxxxxxxxxxx**

Tel.: **xxxxxxxxxxxxx**

Fax: **xxxxxxxxxxxxx**

E-mail (inquiry, order): **xxxxxxxxxxxxx**

E-mail (direct): [**xxxxxxxxxxxxx**](mailto:j.griebel@rosler.com)

* 1. During Equipment operation the Buyer is obligated to follow maintenance and users manual given by the Seller.
  2. Not later than 2 (two) weeks prior to delivery the Seller sends to the Buyer maintenance schedule for the period of 24 months.
  3. The Seller is obligated to deliver spare and ware parts within next 10 (ten) years after putting equipment into operation on following conditions:
     1. Beginning of every 12 (twelve) month’s period of Equipment been in operation, the Seller will provide renewed pricelist for the Equipment spare and wear parts by e-mail. Previous pricelist shall be valid if the Seller failed to delivery renewed pricelist.

# FORCE MAJEURE

* 1. In case that force majeure circumstances arise after the conclusion of the Contract (strike, fire, earthquake, storm, flood, epidemic, or other natural disasters) and they directly affect the fulfillment of the provisions of the Contract, the terms of the Contract shall be prolonged respectively. Immediately after the occurrence and the end of circumstances directly hindering the fulfillment of the provisions of this Contract, the Parties shall be obligated to notify them by fax with a confirmation from the respective authorities.
  2. The untimely sending, with a delay of more than 30 days, of this notification about the occurrence and the end of the force majeure circumstances shall cancel the right to later invoke these circumstances.

# DISPUTES AND APPLICABLE LAW

* 1. The Parties shall apply all their efforts to fulfill this Contract and solve all disputes arising in connection with the Contract through negotiations.
  2. In case of warranty case dispute, the Buyer has a right to nominate third party expert for arbitration. The faulty party shall bear all the expertise costs plus transport and repair costs.
  3. The Contract is governed by the Laws of the Kingdom of Sweden.
  4. In case a dispute cannot be resolved by means of negotiations, all points of disagreement shall be judged at the Court of Arbitration of Chamber of Commerce of Stockholm under its´ rules. The language of the court will be English. The Arbitration Court will consist of 3 (three) arbiters. One will be nominated by the Seller, second one will be nominated by the Buyer, and the third one will be nominated by arbiters.

# CONSEQUENTIAL LOSSES

* 1. There shall be no liability for either Party towards the other Party for loss of production, loss of profit, loss of use, loss of contracts or for any consequential, economic or indirect loss whatsoever.

# MISCELLANEOUS

* 1. This Contract has been drawn up in English language in two copies with all the copies having an equal legal effect.
  2. Documents that are under the Parties seals and signed by their authorized representatives, if received by fax, shall be effective in case of their confirmation by the original copies within 7 (seven) calendar days.
  3. All Amendments and Annexes to this Contract shall be deemed valid in case they are made in writing and signed by authorized representatives of the Parties.
  4. Neither Party can assign its rights and obligations under this Contract to third parties without a written consent of the other Party.
  5. This Contract comes into effect as of the date of its signing by the Parties and shall be effective until the complete fulfillment by the Parties of their obligations under this Contract.
  6. After the signing of this Contract all previous negotiations and the respective written correspondence shall become null and void.

# CONTACTS DETAILS

**BUYER**

Name:

Address:

Contact person:

Tele.:

Fax:

E-mail:

**SELLER**

Name:

Address:

Contact person:

Tele.:

Fax:

E-mail:

# LEGAL ADDRESSES AND BANKING DETAILS

|  |  |
| --- | --- |
| **BUYER**  XXXX  Bank:  SWIFT:  Account: | **SELLER**  xxxxxxxxxx  xxxxxxxxxx  xxxxxxxxxx  xxxxxxxxxx |

# SIGNATURES OF THE PARTIES

**BUYER SELLER**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxx

# 

# ANNEX 1. TECHNICAL SPECIFICATION

Technical specification according quotation no. xxxxxxxxxxxxxx

# 

# ANNEX 2. PRETESTING REPORT/CERTIFICATE

as per Contract Nr. XXXX dated XXXX

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Remarks:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**SIGNATURES**

**Buyers representative(s) Sellers representative(s)**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

signature signature

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name name

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

company / position company / position

**ANNEX 2A.** **IRREVOCABLE AND UNCONDITIONAL ADVANCE PAYMENT BANK GUARANTEE**

The Seller is obligated to issue the IUABG via SWIFT message according to the following template.

# .

# QUOTE

# TO: NAME AND ADDRESS

.

TYPE OF GUARANTEE: ADVANCE PAYMENT GUARANTEE

GUARANTEE NO.: XX-XXXXXX-GM

THE GUARANTOR: BANK NAME AND ADDRESS

THE APPLICANT: NAME AND ADDRESS

# THE BENEFICIARY: NAME AND ADDRESS

# THE UNDERLYING RELATIONSHIP: DEFINUITION OF THE CONTRACT

# GUARANTEE AMOUNT AND CURRENCY: EUR SUM (EURO SUM IN WORDS)

ANY DOCUMENT REQUIRED IN SUPPORT OF THE DEMAND FOR PAYMENT, APART FROM THE SUPPORTING STATEMENT THAT IS EXPLICITLY REQUIRED IN THE TEXT BELOW: none

LANGUAGE OF ANY REQUIRED DOCUMENTS: ENGLISH

FORM OF PRESENTATION: IN ELECTRONIC FORM VIA BENEFICIARY’S BANK BY AUTHENTICATED SWIFT MESSAGE

PLACE FOR PRESENTATION: PRESENTATION IS TO BE MADE TO SWIFT ADDRESS ADDRESS

EXPIRY OF GUARANTEE: CALENDAR DATE INCLUSIVE

THE PARTY LIABLE FOR THE PAYMENT OF ANY CHARGES: …………..

.

AS GUARANTOR, WE HEREBY IRREVOCABLY AND UNCONDITIONALLY UNDERTAKE TO PAY THE BENEFICIARY ANY AMOUNT UP TO THE GUARANTEE AMOUNT UPON PRESENTATION OF THE BENEFICIARY’S COMPLYING FIRST DEMAND, IN THE FORM OF PRESENTATION INDICATED ABOVE AND IN ANY EVENT BY THE BENEFICIARY’S STATEMENT, WHETHER IN THE DEMAND ITSELF OR IN A SEPARATE SIGNED DOCUMENT ACCOMPANYING OR IDENTIFYING THE DEMAND, INDICATING IN WHAT RESPECT THE APPLICANT IS IN BREACH OF ITS OBLIGATIONS UNDER THE UNDERLYING RELATIONSHIP.

REGARDLESS WHETHER THE EXPIRE DATE IS A BUSINESS DAY OR NOT AT THE PLACE FOR PRESENTATION OF THE DEMAND, ANY DEMAND UNDER THIS GUARANTEE MUST BE RECEIVED BY THE GUARANTOR ON OR BEFORE EXPIRY AT THE PLACE FOR PRESENTATION INDICATED ABOVE AND, CONSEQUENTLY, DEMAND FOR PAYMENT SHALL NOT BE EXECUTED IF IT IS RECEIVED AFTER THE LAST DAY OF THE GUARANTEE VALIDITY PERIOD.

THIS GUARANTEE IS SUBJECT TO THE UNIFORM RULES FOR DEMAND GUARANTEES (URDG) 2010 REVISION, ICC PUBLICATION NO. 758, BUT ONLY TO THE EXTENT IT DOES NOT CONTRADICT TERMS AND CONDITIONS OF THE GUARANTEE STIPULATED HEREIN.

UNQUOTE

# ANNEX 3. EQUIPMENT ACCEPTANCE protocol

as per Contract Nr. XXXX dated XXXX

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Place: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Remarks:**

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**SIGNATURES**

**Buyers representative(s) Sellers representative(s)**

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signature signature

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company / position company / position