

Contract No: 0100-SM-U9026-18

CONTRACT FOR CALIBRATION OF MEASURING INSTRUMENTS

I.

Contractual parties

The contract is hereby concluded between:

SUBMITTER:

Name of corporation or natural person: **Energetikos paslaugų ir rangos organizacija, UAB**
Principal office of corporation: Motoru str. 2, Vilnius, PC: 02190, Lithuania
Code of enterprise: 304132956
Tax identification number - VAT : LT100009879916
Bank Connection: AB SEB bank, code 70440
Number of the account: LT88 7044 0600 0457 7884
SWIFT: CBVILT 2X
Represented by: General Director Nedas Karklius
Authorized person to technical negotiations: Senior engineer Mr. Jonas Marcinkevičius
Hereinafter referred to as „Submitter“

and

PROVIDER:

Czech Metrology Institute (Český metrologický institut)
Principal office: Okružni 31, Brno, PC: 638 00
Legal form: state contribution organisation established by the foundation deed of the MH CR file No. 521 385/92-44 dated 21.12.1992 according to the adjusted foundation deed issued on the basis of the resolution of the Ministry of Industry and Trade No. 16/2009 file No. 21943/02/4001/1000 dated 10.3.2009
Company registration number: 00177016
Tax identification number: CZ00177016
Bank connection: Česká národní banka, Na Příkopě 28, 115 03 Praha 1
Affiliated branch: Česká národní banka, Rooseveltova 18, Brno, PC: 601 10
Number of the account: 34534-198139621/0710
SWIFT: CNBACZPP
IBAN: CZ88 0710 0345 3401 9813 9621
Represented by: General Director Dr. Pavel Klenovský
Hereinafter referred to as „CMI“

The contracting parties declare that data stated in this article of the contract comply with relevant entries in the Commercial register or the Trade registry, respectively in any other evidence as required by law and that the persons stated here above are the authorised representatives.

The contracting parties appointed persons authorised to act in matters referring the subject of this contract:

- a) on behalf of the Submitter : Mr. Jonas Marcinkevičius
- b) on behalf of the Provider: Dr. Renata Styblíková

Express statement of the contractual parties

The Parties hereby declare and acknowledge that the above-stated information is accurate and correct. The Parties are obliged to notify the other contracting Party of any changes within ten working days. The contractual Parties are making a contract in accordance with § 269/2 of the Commercial Code of the Czech Republic as amended.

II.

Subject-matter of contract

1. The subject-matter of this contract is the calibration of measuring instruments- calibration of devices of mobile high voltage laboratory:

No.	Description	Type	Calibration method
1.	Automatic CT/PT test system	Tettex 2767	Simulation of ratio error and phase displacement by means of resistance or capacitance decade and additional source
2.	Standard electronic voltage divider	Tettex 4861	Comparison with standard divider
3.	Precision standard air capacitor	Tettex 3330/10000	Comparison with standard capacitor by means of the bridge Tettex 2809
4.	Precision standard air capacitor	Tettex 3330/5000	Comparison with standard capacitor by means of the bridge Tettex 2809
5.	Standard compress gas capacitor	Tettex 3370NK/50/300	Comparison with standard capacitor by means of the bridge Tettex 2809
	Complete set of capacitive and electronic divider	Tettex 4860	Comparison with standard voltage transformers Tettex 4820, 4823 – compared in Euromet 599
6.	Precision current comparator	Tettex 4764	Comparison with standard current comparators Tettex 4761, 4764 and CMI comparator (Custer's type) compared in Euromet 612
7.	Programmable electronic current burden	Tettex 3691	Using 3 voltmeters method
8.	Controllable additional passive current burden	Tettex 3692	Using 3 voltmeters method
9.	Programmable electronic voltage burden	Tettex 3695	Using 3 voltmeters method
10.	Controllable additional passive voltage burden	Tettex 3697	Using 3 voltmeters method
11.	Passive voltage burden	Tettex 3643	Using 3 voltmeters method

After the realisation of the calibration of measuring instruments CMI issues the certificate of calibration in accordance with ISO/IEC17025. CMI is (together with. e.g. NIST) a signatory of the mutual recognition arrangement CIMP MRA drawn under the Metre Convention (see www.bimp.org).

2. The Submitter has to organize the transport of measuring instruments from Lithuania to Prague, V Botanice 4 and from Prague, V Botanice 4 to Lithuania at one's own expenses and at one's own risk. CMI has to arrange the transportation between CMI's laboratories at the expenses of the CMI and at one's own risk. The expenses of the transportation between CMI's laboratories are concluded in the contractual price.
3. The Submitter will provide the cooperation and the information for the purposes of the objective calibrations. The subject – matter of the contract will be considered fulfilled by the issuing the documents about the calibrations. The Submitter undertakes to receive the subject matter of the contract and to pay for it the contractual price.

III.

Place and time of performance

1. The place of the performance is negotiated in the business premises of CMI, internal organizational unit Laboratory of Primary Metrology, V Botanice 4, 150 72 Praha 5 and in a detached laboratory of the Czech Technical University, Faculty of Electrical Engineering, Technická 2, 160 27 Praha 6 during May 2014. The Submitter is undertaken to transfer the

measuring instrument to CMI at the negotiated places and coincidentally to transfer against confirmation.

2. CMI shall carry out the calibration of measuring instruments within 21 days after delivering measuring instruments, software and all needed documents, unless the parties agreed otherwise. The period of the default of the Submitter (for example: do not delivering needed documents, software) will extend the time of the performance. The term of delivering measuring instruments has to be agreed in advance. The obligations of CMI are fulfilled by the calibration of measuring instruments and issuing the certificate of calibration.

IV.

Contractual price and methods of payment

1. The price for the performance of the subject was determined in accordance with provisions of The Act on prices No 526/1990 Coll., as amended. The contractual price excluding value added tax is **12.000,- EUR**, (in words: twelve thousands EUR).

No.	Description	Type	Calibration method	Price for calibration/ without VAT (EUR)
1.	Automatic CT/PT test system	Tettex 2767	Simulation of ratio error and phase displacement by means of resistance or capacitance decade and additional source	2 000
2.	Standard electronic voltage divider	Tettex 4861	Comparison with standard divider	1 800
3.	Precision standard air capacitor	Tettex 3330/10000	Comparison with standard capacitor by means of the bridge Tettex 2809	
4.	Precision standard air capacitor	Tettex 3330/5000	Comparison with standard capacitor by means of the bridge Tettex 2809	
5.	Standard compress gas capacitor	Tettex 3370NK/50/300	Comparison with standard capacitor by means of the bridge Tettex 2809	
	Complete set of capacitive and electronic divider	Tettex 4860	Comparison with standard voltage transformers Tettex 4820, 4823 – compared in Euromet 599	
6.	Precision current comparator	Tettex 4764	Comparison with standard current comparators Tettex 4761, 4764 and CMI comparator (Custer's type) compared in Euromet 612	3 860
7.	Programmable electronic current burden	Tettex 3691	Using 3 voltmeters method	800
8.	Controllable additional passive current burden	Tettex 3692	Using 3 voltmeters method	120
9.	Programmable electronic voltage burden	Tettex 3695	Using 3 voltmeters method	1 200
10.	Controllable additional passive voltage burden	Tettex 3697	Using 3 voltmeters method	120
11.	Passive voltage burden	Tettex 3643	Using 3 voltmeters method	900
12.	Occupancy of HV hall at the Technical University, pay of assistants from the university			1 200
	Total	800		12 000,- EUR

2. The contractual prices will be determined according to provision of the Value-Added Tax Act No. 235/2004 Coll. as amended. The Submitter is obliged and he undertakes to pay the charged price for metrological services in agreed term by credit transfer on the basis of issued current tax voucher, containing data set in Act No. 235/2004 Coll., as amended.
3. The contractual prices conclude only expenses direct connected with the calibration. These contractual prices do not include expenses connected with the transportation and other costs. The expenses for the transportation (in the case that the Provider will arrange it) will be invoiced to the Submitter in the actual incurred amount (It will be proved by the copies of the documents.).
4. The invoice maturity date lies on the 30th day after its expedition to the Submitter. The date of payment is considered to be the date on which the invoiced sum of money is credited to the CMI's account.

V.

Charges for over due services

1. In case of the delayed payment of the invoice the penalty from the contractual price in the amount of 0,03 % for each day of delay is determined.
2. In case of the delayed metrological performance the penalty from the value of the non-performance metrological achievement in the amount of 0,03 % for each day of delay is determined.
3. This stipulation does not affect possible right of the contracting parties to compensation of suffered damage as established due to non-fulfilment of liabilities from the contract.

VI.

Vis major and liability to damages

1. The parties are exempted from their liabilities for the entire or partial non-performance of their obligations (with the exception of delayed payments according to the contract conditions) in case it is the result of vis major circumstances.
2. The Party that is referring to the vis major circumstances shall notify the other Party in writing in a 5 /five/-day-period from the date of their occurrence.
3. Upon the formal announcing of termination of vis major circumstances, the Parties shall discuss their contractual obligations and shall make mutually beneficial decision on the further performance of the Contract.

VII.

Force of contract and termination

1. This document sets forth the entire agreement and understanding between the parties as to the subject matter of this Agreement, and merges all prior discussions between them. The contract becomes valid upon the signature of the parties.
2. The contractual parties are making a contract for a determined period. The effect of the contract is terminated by the fulfilment of obligations arising out of this contract.
3. The CMI is also entitled to terminate the contractual relation established by this contract in the form of a written agreement or by written notice without stating the reasons, while the run of the 20 days notice period starts as from the first day of the week following the delivery to the other contracting party. Termination of this contract does not affect the liability of contracting parties to settle all and any existing liabilities established on the basis of this contract, all of that in the course of one month as from the contract termination, at the latest.
4. This contract can be changed with written amendments signed by duly authorized representatives of both parties. Notwithstanding the foregoing, upon the breach of any

condition of the agreement by any party, or in the event that any party becomes bankrupt or insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors, or takes or has taken against it any proceedings of any kind under any provision of any insolvency, bankruptcy or reorganization act, the other party shall have the right to terminate this agreement immediately by so notifying the first party. Their obligations to the day of withdrawal must be fulfilled. All Notices or other communications under or in connection with this Agreement shall be made in writing and unless provided otherwise, may be made by letter or by fax. Any notice shall be considered made, provided that:

- a), if it is a letter, it is delivered by hand or by recommended post,
- b), if it is a fax, it is received in a legible form.

Notices sent in accordance with the foregoing but received on a public holiday or after business hours shall be considered delivered on the next business day.

VII. Other arrangement

1. The participants of this contract conclude an agreement according to §262 Commercial Code stating, that their above-stated liability relations as per this contract follow the Commercial Code of Czech Republic.
2. The CMI is obliged to take appropriate care for entrusted measuring standards and to protect them against stealing, abuse or damaging, all of that even towards third persons.
3. The CMI is not responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by the tests.
4. The CMI is responsible towards the Submitter for damages caused on entrusted measuring instruments that were caused by improper handling, by negligence or intentionally. In such cases, the CMI is obliged to provide the Submitter with compensation of caused damages by putting the device into its original conditions or by compensation of costs spent on its repair, all of that maximally to the sum of the insurance money paid by the insurance house.
5. The CMI undertakes not to pass any part of the service to any other metrological institute (sub-contractor), unless it is stipulated in the contract or in an amendment to the contract.
6. In relation to the fulfilment of the subject of this contract, the contracting parties undertake to arrange protection of right for business secret in compliance Commercial Code in such circumstances, when one, the other or both of the contracting parties jointly specify the information as business secret or as confidential information or those materials that have already been marked in this way. Such information will not be communicated to any third person without written consent of the other contracting party and the given party will arrange in an efficient way for such information not to be abused. The obligation of confidentiality is valid for the time of this contract fulfilment as well as after its termination with consequences set by the legal regulations for the case of jeopardizing or breaching the rights and obligations.

IX. Final provisions

1. Both of the contracting parties are obliged actively and without unnecessary delay inform each other about occurrence of facts that could affect efficiency of the contract or its individual stipulations or quality and terms for fulfilment of obligations emerging from the contract.
2. The contracting parties will solve possible disputes related to the contract fulfilment mainly by mutual negotiations of representatives or statutory authorities, usually in 14 calendar days as from the date of a written notice or reminder of one of the contracting parties. In case of such dispute not to be solved by agreement, the disputable matter will be solved through court of Czech Republic.

3. In compliance with stipulation of §89a Civil Court regulations, the participants concluded an agreement, respectively they agreed on other venue of the first level court. The venue court is the court of the first level in the district of headquarters of the Czech Metrology Institute.
4. All duties and obligations of the Parties as well as any legal relations arising of this Contract shall be governed by Laws and Regulations of the Czech Republic.
5. If any provisions at this contract is declared void by any court of competent jurisdiction such provision shall be deemed severed from this contract and said contract shall otherwise remain in full force and effect.
6. Having read the contents the participants of the contract declare that they agree with its contents, they conclude the contract on the basic of their free, serious and definite will which they conform by their own hand signatures.
7. This agreement was written in 2 copies, each of which having the validity of an original. Each participant of the agreement will receive one copy.

Annex No. 1 – The copy of excerpt from the Business Register of Submitter

Annex No 2 – Power of attorney - in the case that the contract will be signed by the another person that is not authorised to sign the contract according to excerpt from the Business Register of Submitter

On behalf of the Provider:

On behalf of the Submitter:

Date: Brno, April 13th, 2018

Date:

Dr. Pavel Klenovský
General Director of CMI

Nedas Karklius
General Director of the Submitter