

LĪGUMS

CONTRACT

„Mūzikas instrumentu izgatavošana un piegāde
VSA „Latvijas Nacionālā opera un balets” vajadzībām”

Rīga,
2017.gada 7.aprīlī

VSA „Latvijas Nacionālā opera un balets”, Reg.Nr.40103208907,
adrese: Aspazijas bulvāri 3, Rīga, LV-1050, tās valdes priekšsēdētāja
Zigmara Liepiņa persona, kas darbojas uz statūtu pamata, turpmāk tekstā
saukts „Pasūtītājs”, no vienas puses, un

b&m symphonic Metallblasinstrumente GmbH (adrese:
Lauterbachstraße 40, 82538 Geretsried - Gelting, Germany, DE128355142),
tās pārstāvja Walter Nirschi persona, turpmāk teksta sauktis „Pārdevējs”, no
oras puses, Pasūtītājs un Pārdevējs kopā, kauts atsevišķi - turpmāk tekstā
saukti par „Pūsem”, noslēdz šo līgumu, turpmāk tekstā „Līgums”, par
sekojošo:

b&m symphonic Metallblasinstrumente GmbH (adrese: Lauterbachstraße 40,
82538 Geretsried - Gelting, Germany, DE128355142), represented by Walter
Nirschl, hereinafter referred to as – “Seller”, as the other party, Customer and
Seller together and individually hereinafter referred to as “the Parties”, conclude
this agreement, hereinafter referred to as “the Contract”, about following:

1. Subject-Matter of the Contract.

The Customer buys, but the Seller manufactures, sells and delivers musical
instruments (hereinafter – goods), taking into consideration the Customer's
technical specification (Annex to the Contract). The Contract has been concluded
as a result of procurement “Manufacture and delivery of musical instruments
required for “Latvian National Opera and Ballet” Ltd needs”, ID No. LNO
2017/7.

2. Seller's Obligations and Rights.

- 2.1. The Seller assumes the responsibility for the quality of sold goods and its
compliance with the technical specification – the annex to the Contract.
- 2.2. The guarantee period for the goods is at least 2 (two) years following the
day of delivery.
- 2.3. The term for the delivery of goods – not later than by 6 November 2017
which includes the delivery to the Customer.

3. Customer's Obligations and Rights.

	<p>3. Pasūtītāja pienākumi un tiesības.</p> <p>3.1. Pasūtītājs apņemas samaksāt par preci saskaņā ar šī Līguma 4-punkta noteikumiem.</p> <p>3.2. Pasūtītājs nozīmē savu pilnvaroto pārstāvi – LNOB orķestra tehniskās dāks vadītāju Mareku Auzīnu (tāl. +371 26399216, e-pasts: mareks.auzins@opera.lv), kurš ir pilnvarots Pasūtītāja vārda risinat visus ar šī Līguma izpildi saistītos jautājumus, kā arī tiesību aktu un Līguma neievērošanas gadījumā nepieņemt preci līdz trūkumu novēršanai.</p> <p>3.3. Precēi jābūt jaunai (neielotai), atbilstošā iebakojumā.</p> <p>4. Preces cena, norēķinu kārtība.</p> <p>4.1. Preces piegādes vieta – līdz Pasūtītājam, adresē: Rīga, Aspazijas bulvāris 3, LV-1050, Latvija.</p> <p>4.2. Pasūtītājs maksā Pārdevējam cenu par preci kopā 13.500,00 EUR, neteskaitot PVN (turpmāk tekstā Līguma summa). Līguma summa ietver preces transporšēšanas/piegādes līdz Pasūtītājam izmaksas. Samaksā par preci tiek veikta divās daļas: 50% no līguma summas, tas ir 6750,00 euro tiek samaksāts piecu darba dienu laikā, skaitot no Līguma noslēgšanas dienas. Atlikušie 50% no līguma summas, tas ir 6750,00 euro tiek samaksāts ne vērāk kā pieci darba dienu laikā pēc preces piegādes.</p> <p>4.3. Pārdevējs iesniedz Pasūtītājam reķinu par preci elektroniski uz Pasūtītāja adresi: rekin@opera.lv.</p> <p>4.4. Ievērojot preces cenu, Pasūtītājs samaksā pievienotās vērtības nodokli saskanā ar Latvijas Republikas normatīvajiem tiesību aktiem.</p> <p>5. Līguma termins.</p> <p>Līgums parakstīts un stājas spēkā 2017.gada 7.aprīlī. Līgums spēkā līdz pītgai Līguma paredzēto saistību izpildei.</p> <p>6. Atbildība, strīdu izskatīšana.</p> <p>6.1. Ja kāda no Pāsem neizpilda daļēji vai pilnībā savas šejā Līgumā paredzētas saistības, tā atbildīzina otrs Pusei visus šādus saistību neizpides vai nepienācīgas plīdīšanas rezultātā radītos zaudējumus.</p> <p>6.2. Puses apņemtas darīt visu iespējamo, lai visus strīdis, kas izriet no šī Līguma, tā izpildes vai laūšanas, atrisinātu pārrunu ceļā. Ja pārrunu</p>	<p>3.1. The Customer undertakes to pay for goods in conformity with the provisions of Clause 4 of the Contract.</p> <p>3.2. The Customer appoints its authorized representative – Mareks Auzins, (phone: +371 26399216, e-mail: mareks.auzins@opera.lv), who is authorized on behalf of the Customer to deal with all issues related to the fulfilment of the Contract, as well as, in case of the non-observance of legislation and Contract, not to accept the goods until the faults would be eliminated.</p> <p>3.3. The goods shall be new (unused), packed in an appropriate packing.</p> <p>4. Price of Goods, Procedure for the Settlement of Accounts.</p> <p>4.1. The place of the delivery of goods – to the Customer, address: Riga, 3 Aspazijas Blvd., LV-1050, Latvia.</p> <p>4.2. The Customer pays the Seller for the goods the price in the amount of EUR 13.500,00 (thirteen thousand and five hundred) VAT excluded (hereinafter – contractual amount). The contractual amount includes the costs of the transportation/delivery of goods to the Customer.</p> <p>Payment for goods in two instalments:</p> <ul style="list-style-type: none"> - Pre-payment of 50% of the contractual amount (EUR 6750,00 (six thousand seven hundred and fifty) must be paid within 5 business days starting from signing date of the Contract. - Remaining 50% of the contractual amount (EUR 6750,00 (six thousand seven hundred and fifty) must be paid within 5 business days after goods have been delivered to the Customer. <p>4.3. The Seller submits to the Customer an invoice regarding the goods electronically to the Customer's address: rekin@opera.lv.</p> <p>4.4. According to the amount of the Agreement, the Customer pays the VAT in accordance with the laws and regulations of the Republic of Latvia.</p> <p>5. Period of Contract.</p> <p>The Contract is signed and comes into effect on 7 April 2017. The Contract is valid until the complete fulfilment of liabilities under the Contract.</p> <p>6. Responsibility, Settlement of Disputes.</p>
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rezultātā vienošanās netiek panākta, tad sārds izskatāms Latvijas tiesā.

6.3. Par maksājuma termiņa neievērošanu, Pasūtītājs maksā Pārdevējam

līgumsodu 0,5% (nulle komats pieci procenti) apmēra no kavētas Līguma apmaksas summas par katru nokavēto dienu. Sods procentu samaksā neatbītvo Pasūtītāju no pienākuma norēķināties par Pārdevēja izplidito Pasūtījumu, kā arī nav uzskatāma par zaudējumu atīdzināšanu.

6.4. Pasūtītājs konstatē preču piegādes termina kavējumu vai preces neabilsību Līguma noteikumiem – divu darba dienu laika noslētot pretenziju Pārdevējam. Pretenzija tēver pretenzijas izskatīšanas un Līguma pārkāpuma novēšanas laiku – bez kavēšanās, bet ne ilgāk kā desmit darba dienas, skaitot no pretenzijas noslēšanas diens uz Pārdevēja kontaktpersonas faksa numuru vai e-pasta adresi.

6.5. Pasūtītājs ir tiesīgs vienpusēji lauzt Līgumu (paziņojot par Līguma laušanu Pārdevējam 10 (desmit) kalendāras dienas iepriekš), ja Pārdevējs gājēji nenovērs pārkāpumu saskanā ar Pasūtītāja pretenziju. Pārdevējs maksābūziness days. The claim includes the time given for the review of the claim and the aversion of the violation of the Contract – without delay, but no more than ten business days, starting from the sending date of the claim to the Seller's contact number or e-mail address.

6.4. If any of the Parties does not fulfill partially or completely its liabilities under the Contract, such Party shall compensate to the other Party all losses incurred as a result of the non-fulfilment or improper fulfilment of liabilities.

6.2. The Parties undertake to do their best to settle all disputes arising from the Contract, its fulfilment or termination through negotiations. If an agreement is not achieved as a result of negotiations, then the dispute shall be settled in a court of Latvia by applying the laws and regulations of the Republic of Latvia.

6.3. For the non-observance of payment period, the Customer shall pay to the Seller the contractual penalty in the amount of 0.5% (zero point five per cent) out of the outstanding payment under the Contract for each day of delay. The payment of penal interest does not release the Customer from the responsibility to pay for the Order fulfilled by the Seller, as well as it is not considered as the indemnification of losses.

7. Citi noteikumi.

7.1. Grozījumi un papildinājumi Līgumā veicami, Pusēm iepriekš vienojoties. Šādi Līguma grozījumi un papildinājumi ir noformējani rakstveida kā Līguma pielikumi, un pēc to abpusējas parakstīšanas kļūst par neatzīmamu šī Līguma sastāvdaļu.

7.2. Ja kāds no Līguma nosacījumiem zaudē spēku, tas neietekmē pārējo šī actions did not lead to and the Customer is not responsible for non-fulfilment on insufficient fulfillment of the Seller's obligations.

7.3. Jautājumus, kas nav atrunāti šajā Līgumā, Puses risina saskapā ar Latvijas Republikas spēkā esošajiem normatīvajiem aktiem.

7.4. Kara Puse nekavējoties rakstiski ziņo otrai Pusei par savu bankas un reģistrācijas rekvīžītu, un juridiskās vai biroja adrese maiņu.

7.5. Līgums sagatavots latviešu valodā un angļu valodā uz 4 lapām, 2 eksemplāros ar vienādu juridisko spēku, kā arī glabājas pa 1 eksemplāram pie kuras no Pusēm.

7.6. Līgumam pievienots pielikums - tehniskā specifikācija uz 3 lapām.

6.1. If any of the Parties does not fulfill partially or completely its liabilities under the Contract, such Party shall compensate to the other Party all losses incurred as a result of the non-fulfilment or improper fulfilment of liabilities.

6.2. The Parties undertake to do their best to settle all disputes arising from the Contract, its fulfilment or termination through negotiations. If an agreement is not achieved as a result of negotiations, then the dispute shall be settled in a court of Latvia by applying the laws and regulations of the Republic of Latvia.

6.3. For the non-observance of payment period, the Customer shall pay to the Seller the contractual penalty in the amount of 0.5% (zero point five per cent) out of the outstanding payment under the Contract for each day of delay. The payment of penal interest does not release the Customer from the responsibility to pay for the Order fulfilled by the Seller, as well as it is not considered as the indemnification of losses.

6.4. If the Customer determines delays with delivery dates or non-compliance of the aversion of the violation of the Contract – without delay, but no more than ten business days, starting from the sending date of the claim to the Seller's contact number or e-mail address.

6.5. The Customer has the rights to unilaterally terminate the Contract (upon notifying the Seller about termination of the Contract at least 10 (ten) calendar days in advance), if the Seller does not avert the violation, in accordance with the Client's claim. The Seller must pay the Customer a one-time penalty fee of 10% (ten percent) of the total contractual amount.

6.6. The Customer may demand a penalty fee from the Seller, if the Customer's actions did not lead to and the Customer is not responsible for non-fulfilment on insufficient fulfillment of the Seller's obligations.

7. Miscellaneous Provisions.

7.1. Amendments and additions shall be made to the Contract upon the agreement of the Parties. Such amendments and additions to the Contract shall be prepared in writing as the annexes to the Contract, and, upon signing by both Parties, shall become an integral part of this Contract.

7.2. If any of the provisions of the Contract become null and void, it does not affect the validity of other provisions of the Contract.

7.3. The issues not specified in the Contract, the Parties deal with in conformity with the laws and regulations in force in the Republic of Latvia.

7.4. Each Party shall promptly notify the other Party in writing on the change of its bank and registration details, and the legal or Office address.
7.5. The Contract has been drawn up in Latvian and English on 4 pages, in 2 copies with equal legal force; each Party keeps 1 copy.
7.6. The Contract is supplemented by an annex – technical specification on 3 pages.

Pušu rekvizīti un paraksti / Details and Signatures of Parties:

Customer:

State LLC "Latvian National Opera and Ballet"
Reg. No.40103208907
Aspazijas Blvd 3, Riga, LV-1050
State treasury, TRELLV22XXXX
IBAN: LV19TREL92205000000000

Zigmars Liepiņš,
charman of the board

Pardevējs /Seller:

b&m symphonic Metallblasinstrumente GmbH
Lauterbachstr. 40, 82558 Geretsried - Geiting, Germany,
DE 128355142
Bank name:Raiffeisenbank Isar-L Loisachtal Eg
IBAN:DE37701695430001022733
Konto Nr.1022733


Walter Nirschl
Name Surname, position

The annex to the Contract

Technical specification

for “Manufacture and delivery of musical instruments required for State LLC “Latvian National Opera and Ballet” needs”

C TUBA

TECHNICAL SPECIFICATION

Requirement	Description
C Tuba (new)	4/4 C
Count	1
Material	Silver-nickel coating (lacquer)
Bell diameter	48 cm
Bores	Valve 1, 2, 3 – 19 mm

	Valve 4 – 20 mm
	Valve 5 – 21,5 mm
Mechanics	"Front action" four piston valves and one rotary valve (for one hand)
Instrument bag (soft)	Yes
Goods delivery location	LNOB, Aspazijas boulevard 3, Riga, Latvia, LV-1050
Goods handover with an acceptance act.	Acceptance act

F CIMBASSO
TECHNICAL SPECIFICATION

Requirement	Description
F Cimbasso (new)	F
Count	1

Material	Silver-nickel coating (lacquer)
Bores	Piston valve bore – 18 mm Rotary valve bore – 19 mm
Mechanics	4 piston valves, one rotary valve
Light instrument bag with wheels	Yes