

Contract on State Procurement N214

Tbilisi

01 August, 2018

We, on the one hand, Legal Entity under Public Law Levan Samkharauli National Forensics Bureau (hereinafter referred to as the "Buyer"), represented by Giorgi Mumladze, Head of Economic Department, and, on the other hand, Institute of Forensic Genetics GmbH (hereinafter referred to as the "Seller"), represented by Bernd Brinkmann, acting on the basis of Subparagraph "D" of Paragraph 3 of Article "10¹" of "Georgian Law on State Procurement" and the decree #2416 December 24, 2014 of Government of Georgia and written memo (request) N6000906218 from the Head of Forensic Biology Department, have entered into this Contract on State Procurement as follows:

Under the agreement the Seller undertakes to provide the Buyer with the Classification (CPV) code 38900000 goods, namely, proficiency tests (biological samples, GEDNAP 56 and 57) with the total amount of 776 (Seven Hundred and Seventy-six Euros and 00 Euro Cents) Euros (hereinafter referred to as the "Cost of the Contract").

This Contract confirms the following:

1. Terms used herein shall have the same meaning as assigned to them in the General terms and Conditions of the Contract.
2. The Seller undertakes to provide the Buyer with the aforesaid goods under the terms of the Contract.
3. The Buyer undertakes to pay to the Seller the Cost of the Contract within the term and form indicated in the terms of Contract.
4. This Contract shall enter into force after signing and is effective until the complete fulfillment of assumed responsibilities by the Parties, no later than December 31, 2018.
5. Appendix #1 – Price List - attached to this Contract is its integral part.
6. The Contract consists of 6 pages and is drawn up in equal force triplicate, two copies are handed to the Buyer and one to the Seller.

In accordance of the above mentioned the parties have entered into this Contract, in compliance with the Georgian Legislation, upon the date mentioned in this document.

General Terms and Conditions**1. Definitions of the terms used in the contract**

The terms used in this Contract have the meanings indicated thereof:

- 1.1 "Contract on State Procurement" (hereinafter the "Contract") – the Contract signed by the two parties.
- 1.2 "Cost of the Contract" means the total amount payable by the Buyer for the full and timely fulfillment of the obligations undertaken by the Seller pursuant to this Contract.
- 1.3 "Buyer Organization" (hereinafter the "Buyer") - the organization (institution) carrying out the procurement.

1.4 "Seller" – the entity carrying out the delivery of the goods within the frames of this Contract on State Procurement.

1.5 "Day", "week", "month" means a calendar day, week, and month.

2. Standards

The goods delivered under this Contract shall conform to the recognized standards and norms.

3. Patent Rights

The Seller is responsible for the resolution of any dispute arising from the violation of patent rights related to the usage of the goods or their parts, also, a trademark.

4. Control of Contract's fulfillment

4.1 The Buyer will carry out inspections to control the fulfillment of contractual obligations by the Seller through Forensic Biology Department, namely, Tamar Giorkhelidze – Deputy Head of Forensic Biology Department.

4.2 The Seller shall eliminate at its own expense any deficiencies or defects revealed through the inspection and replace rejected goods within 30 (thirty) days after the receipt of notice.

4.3 None of the paragraphs of this article exempt the parties from the warranty of this Contract or other obligations.

5. Delivery and Receipt rules of purchased items

5.1 The goods shall be delivered no later than 15^h of September, 2018.

5.2 The Seller shall carry out the delivery of the goods defined under the Contract according to the terms – DAP Tbilisi (Address: 84 Chavchavadze Avenue, 0162, Tbilisi, Georgia).

5.3 The Seller shall provide all normative-technical documents needed for the customs procedures.

6. Packing

The Seller shall provide such packing of goods to prevent from damage or malfunctioning during its shipment to the location designated in the Price List. Packing should withstand to heavy lifting - loading effect.

7. Warranty

7.1. The Seller shall provide the Buyer high-quality goods in compliance with established standards and current sanitary norms.

7.2. The Seller is exempt from fulfilling its obligations under paragraph 4.2 if the defect is caused by the Buyer's fault.

8. Terms of Payment

8.1 The payment is to be effected by means of money transfer.

8.2 The payment shall be made within 10 (Ten) banking days upon the goods delivery according to the terms defined by Paragraph 5.2 of the Article 5.

9. Currency of Payment

The payment shall be made in Euros.

10. Prices

10.1 Contract prices per unit are designated in Appendix 1 – Price List.

10.2 Cost of the Contract in Georgian Lari (GEL) will be calculated on the day of the conversion of the Contract Cost – 776 Euros in compliance with official GEL exchange rate of the National Bank of Georgia.

11. The contract amendments and termination procedures

11.1 Any changes to this Contract will be implemented only in writing, with the consent of both Parties.

11.2 In case the necessity of changing the terms of the contract arises from any unforeseeable reason, the initiator of the changes shall notify the other party of it in a written form.

11.3 Any changes to the terms of the Contract shall be approved by issuance of a new contract, which shall be considered as an integral part of this Contract.

12. Transfer of Rights

The Seller shall not fully or partially transfer its rights envisaged under this Contract, without prior written consent of the Seller.

13. Delay in the Contract terms

13.1 If in the process of execution of this Contract the Parties come across the conditions hindering the fulfilment of the terms of the contract, the Party should give written notice about the commencement, anticipated duration and reasons of the described circumstances. Upon the receipt of the notice, the Party shall promptly notify the other one about the decision concerning the circumstances described.

13.2 If due to the delay in the execution of the Contract the Parties agree upon the extension of the terms of the Contract, this conclusion shall be effected through the changes to the Contract.

14. The termination of the Contract in case of not fulfilling its terms

14.1 The Buyer is entitled to fully or partially terminate the contract after giving the Seller written notice about the non-fulfillment of obligations:

(a) If the Seller is unable to provide to the Buyer the goods within the terms either defined by the Contract, or within the terms extended by the Buyer.

(b) If the Seller is unable to fulfill any obligation under this Contract. The partial termination of some terms of the Contract does not exempt the Parties from the fulfillment of other obligations.

15. Force Majeure

15.1 The damage resulting from the non-performance of the Contract terms shall be covered by the party legally owning the above mentioned products at the moment of commencement of force-majeure circumstances.

15.2 For the purposes of this article the force-majeure means circumstances insurmountable and independent from the Parties' control, not connected to the mistakes and negligence of the Buyer and the Seller and have an unforeseeable character. This can be the consequence of war, natural disasters, epidemic, quarantine and embargo on the supply of goods, drastic reduction budgetary allocations etc.

15.3 In case of commencement of force-majeure circumstances, the Party unable to fulfill the obligations under this Contract shall immediately give written notice to the other party about the commencement and reasons of described circumstances. If the sender of the notice will not receive the written reply from the other Party, the party shall continue fulfilling the undertaken obligations at its own discretion and expedience and shall try to find the alternative ways of execution of the obligations independent from force-majeure circumstances.

16. Dispute resolution procedure

16.1 The Parties shall make every attempt through direct unofficial resolution processes available to them to arrive at a mutually satisfactory resolution of any dispute or disagreement connected to this Contract or other components related to it.

16.2 In case of disagreement, dispute will be subject to review by the Georgian General Courts according to the relevant Georgian legislation.

17. Notifications

17.1 Any notice under this Contract shall be sent by mail, telegram, telex or fax, further representing the original, to the address of the parties designated in this Contract.

17.2 The notification enters into force on the date of its receipt by the addressee or the designated date of its entry into force, depending on the later.

18. Applicable Laws

The Contract is concluded in accordance with the Georgian legislation.

Legal Addresses of the Parties

"Buyer"

Legal Entity under Public Law
Levan Samkharauli National Forensics
Bureau
Actual address: 84 Chavchavadze Avenue
Tbilisi, Georgia, 0162

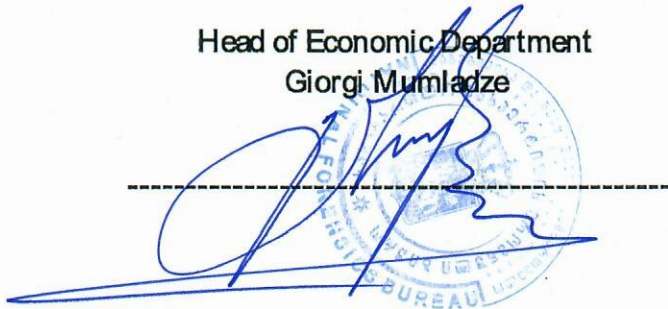
Receiver Bank: State Treasury
Name of the Receiver: Common Account of
Treasury
Code: TRESGE22
Treasury Code: 707767126
I/C 204852089

"Seller"

Institute of Forensic Genetics GmbH

Bank: Deutsche Apotheker- u. Ärztebank
Account holder: Prof. Brinkmann Institut fuer
forensische Genetik
IBAN: DE98 3006 0601 0007 8019 47
BIC: DAAEDED
Tax-No.: 336/5704/1867
UID DE 266 899 608

Head of Economic Department
Giorgi Mumladze



Institute of Forensic Genetics GmbH
Bernd Brinkmann



Prof. Brinkmann
Institut für Forensische Genetik GmbH
Im Dordel 8
48161 Münster

Price List

Appendix №1

GEDNAP 56

№	Name of Goods	Total sum (Euros)
1.	Autosomal core STRs and Amelogenin (up to 17 systems)	138.75
2.	Supplementing autosomal STRs (up to 8 systems)	80.25
3.	Y-STRs (up to 27 systems)	135.50
4.	Stain characterization (presumptive and confirmatory testing for blood, semen and saliva)	15.25
5.	Shipping	18.25
6.	Total amount	388.00

GEDNAP 57

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Grand Total: 776 Euros

Head of Economic Department
Giorgi Mumladze

Institute of Forensic Genetics GmbH
Bernd Brinkmann

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 Institut für Forensische Genetik GmbH
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 48161 Münster