

## Consultation Agreement No. 5.2.022/2016

Riga, Latvia, February 02, 2016

**SIA "Green Industry Innovation Center"**, registration number 40103673794, registered address 3 Pulka, Riga, LV-1007, Latvia, represented by Director Oskars Priede, who acts in accordance with proxy, dated 9, March, 2015 (hereinafter – **Customer**), and

**Self-employed person Katrin Rodel**, tax-payer number DE276108506, registered address Maderlechener Str. 14, 84549, Engelsberg, Germany, working by using trade name **LUXILLO** (hereinafter - **LUXILLO**),

the Customer and the LUXILLO both jointly – **Parties**, conclude this Consultation Agreement (hereinafter – the Agreement).

### 1. SUBJECT OF THE AGREEMENT

- 1.1. LUXILLO shall provide services to the Customer in accordance with the terms and conditions of the Agreement, Technical Specification (Annex No.1 to the Agreement), Supplier's offer (Annex No.2 to the Agreement) and Description of Services (Annex No.3 to the Agreement), which all are integral parts of the Agreement (hereinafter – **Services**).
- 1.2. Services are provided in accordance with the public procurement procedure "Consultations for raising the level of readiness of the innovative LED optic elements", identification No. GIIC/2015 5.1.022, which was announced under the project "Green Technology Incubator" that is financed by the Norwegian Financial Mechanism 2009-2014 (hereinafter – **Procurement documentation**).

### 2. OBLIGATIONS OF THE PARTIES

2.1. The Customer commits to:

- 2.1.1. submit to LUXILLO all the necessary information in order LUXILLO would be able to perform the Services;
- 2.1.2. pay for adequately performed and received Services as stipulated in this Agreement;
- 2.1.3. sign the Statement on the receipt of Services if they are performed in accordance with this Agreement.

2.2. LUXILLO approves that:

- 2.2.1. it has read and understood the Procurement documentation, including technical specification;
- 2.2.2. the Services will be performed in accordance with the Procurement documentation, Agreement, annexes No 1, No 2 and No 3 to this Agreement;
- 2.2.3. All operations within the scope of the Services shall be fulfilled and all deliverables shall be delivered to the Customer in the time period as indicated in the Description of Services (Annex No.3) for each operation and deliverable specifically.

### 3. PRICE, TERMS OF THE PAYMENT, DELAYS

- 3.1. The entire price for the Services which shall be paid by the Customer is **EUR 8 640,00** (eight thousand six hundred forty euro). The price for the Services comprises expenses for all operations specified in the Technical Specification (Annex No.1) and Supplier's offer (Annex No.2). Value added tax (VAT) 21 % (twenty-one percent) the Customer shall to pay in accordance with laws and regulations of the Republic of Latvia.
- 3.2. When the Services have been performed by the LUXILLO and accepted by the Customer as final and adequate both Parties sign Statement on the receipt of Services (Annex No 4).
- 3.3. The Customer shall pay the invoice for Services within 20 days of the date of receipt of LUXILLO's invoice.
- 3.4. LUXILLO writes invoice after both parties have signed Statement on the receipt of Services.
- 3.5. Late payments are subject to interest calculated at 0.1% per day from the total sum of the late payment.
- 3.6. Customer is entitled to claim compensation for delay in delivery of Services. Compensation for delay

shall be 0.1 % of the Services invoice value per day.

- 3.7. The compensation payments provided in this Agreement shall not release the Party from its obligations under the Agreement.
- 3.8. Any Party shall compensate the other Party any losses inflicted to the other Party due to any breach of obligations under this Contract, undue performance or non-performance of this Contract by one Party.

#### **4. CONFIDENTIALITY**

- 4.1. Each Party shall use reasonable efforts to prevent disclosure to any third person of (i) any of the specific terms and conditions of this Agreement, or (ii) any other information relating to the business or operations of the other Party that is not public knowledge (hereinafter - **Confidential Information**).
- 4.2. Parties are obliged to treat the Confidential Information received from each other strictly confidential (unless otherwise agreed in writing), with the exception of information, which:
  - 4.2.1. is already known to the receiving Party prior to disclosure hereunder by the disclosing Party, as evidenced by written documentation in the records of the receiving Party;
  - 4.2.2. is in the public domain at the time of disclosure to the receiving Party or after such disclosure becomes part of the public domain through no fault of the receiving Party;
  - 4.2.3. is lawfully disclosed on a non-confidential basis to the receiving Party by a third party.
- 4.3. The Confidential Information in the aforesaid sense will be protected by the receiving Party with the same reasonable care that the Party uses with respect to its own proprietary information. In particular, the Confidential Information will not be disclosed by the receiving Party to any third party, provided, however, that the Confidential Information may be made available by the receiving Party to those parent undertakings and subsidiary undertakings, advisors and employees who need to know such Confidential Information in order to ensure the fulfilment of the contractual obligations of this Agreement.
- 4.4. Each Party represents that its advisors, employees and affiliated companies to whom the Confidential Information is made available will be informed of its confidential nature and will be directed to conform to the confidentiality covenants herein defined.

#### **5. FORCE MAJEURE**

- 5.1. Customer and LUXILLO may be released from all or some obligations arising from this Agreement under certain conditions that shall occur without any regard to the will of the Parties, e.g., natural calamities, war, strikes, lockouts and governmental provisions.
- 5.2. The Party that is affected by the circumstances as indicated in Article 5.1 of this Agreement shall immediately inform the other Party by email, telephone or fax. The Party affected by such circumstances but having failed to inform the other Party on their occurrence in due time cannot take advantage thereof, except for the cases when circumstances themselves prevented the Party from timely notification.

#### **6. PERFORMANCE PERIOD AND TERMINATION OF AGREEMENT**

- 6.1. Agreement enters into force and the obligations under this Agreement become effective to the Parties upon signing the Agreement. The Agreement is valid until the complete implementation of the obligations set force in this Agreement.
- 6.2. The provisions of the Agreement concerning confidentiality of Confidential Information shall remain in effect after the termination of the Agreement 3 years. Term is calculated from date when confidential information is received.

#### **7. DISPUTE SETTLEMENT**

- 7.1. The Parties will make every effort to settle disputes or disagreements via negotiations.
- 7.2. In case the Parties fail to come to an Agreement, the disputes shall be settled in accordance with the

legislation effective in the Republic of Latvia in Latvian courts.

## 8. FINAL PROVISIONS

- 8.1. The documentation submitted by Customer regarding technical specifications etc., as well as all Invoices constitute an inseparable part of the present Agreement.
- 8.2. Any alterations and amendments to this Agreement shall be valid only if made in writing and duly signed by authorized representatives of both parties concerned.
- 8.3. The Agreement is signed in two equally valid identical copies in English language, one copy for each Party.
- 8.4. The Agreement shall be governed and constructed in accordance with the laws of Latvia.
- 8.5. Clause, schedule and paragraph headings shall not affect the interpretation of this Agreement.
- 8.6. If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the Parties.
- 8.7. Any notice or other communication required or permitted under this Agreement shall be made in writing in the English language and shall be deemed to have been received by a Party when:
  - 8.7.1. if sent by fax, on the day of dispatch if supported by a written confirmation from the sender's fax machine that the message has been properly transmitted;
  - 8.7.2. if sent by e-mail, on the day of recipients' confirmation of receipt by return e-mail;
  - 8.7.3. if sent by registered mail, on the earlier of the day of delivery and 3 (three) business days from the day of sending; or
  - 8.7.4. if delivered by courier (TNT, DHL, UPS, FEDEX), on the delivery date reflected by the courier.
- 8.8. Attachments to this agreement:
  - 8.8.1. Annex No. 1 – Technical Specification;
  - 8.8.2. Annex No. 2 – Supplier's offer;
  - 8.8.3. Annex No. 3 – Description of the Services;
  - 8.8.4. Annex No. 4 - Statement on the receipt of Services (SAMPLE).

## 9. SIGNATURES

For "LUXILLO"  
Self-employed person Katrin Rodel  
Tax-payer (VAT) number DE276108506  
Maderlechner Str. 14, 84549,  
Engelsberg, Germany

Bank: comdirect bank Quickborn  
BIC COBADEHD044  
Account No: IBAN DE25200411440637681800

For "CUSTOMER"  
SIA "Green Industry Innovation Center"  
Registration number 40103673794  
Pulka iela 3, Rīga, LV-1007, Latvia

Bank: Valsts Kase  
SWIFT: TREL LV22  
Account No: LV40TREL9128184001000

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Katrin Rodel

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Director Oskars Priede

**2.pielikums**

SIA "Green Industry Innovation Center" rīkotā iepirkuma nolikumam  
"Konsultācijas jaunizstrādājamo LED optikas elementu gatavības līmeņa celšanai"

**TEHNISKĀ SPECIFIKĀCIJA**

Pakalpojumam "Konsultācijas jaunizstrādājamo LED optikas elementu gatavības līmeņa celšanai" jāatbilst zemāk minētajām prasībām.

1. **Galvenās prasības:** ar mērķi celt tehnoloģijas gatavības līmeni pretendents jāsniedz tehniska rakstura konsultācijas (atzinums) par jaunizstrādājamo LED optikas elementu (LED lidostu skrejceļu un teritoriju gaismeklis) gatavības līmeni atbilstoši starptautiskajam standartam EN 12464-2 (Lighting of work places - Part 2: Outdoor work places).
2. **Konsultāciju priekšmets.** Pretendents pakalpojuma ietvaros sniedz šādas konsultācijas (atzinumus), izvērtējot pasūtītāja iesniegtos jaunizstrādājamo LED optikas elementu (LED lidostu skrejceļu un teritoriju gaismeklim) konsultācijas (simulācijas) dokumentus attiecībā pret starptautisko standartu EN 12464-2 (Lighting of work places - Part 2: Outdoor work places)
  - 2.1. Pirmā tuvinājuma LED optikas LDT failu analīze:
    - a) Asimetrijas koeficients,
    - b) Gaismas plūsma (lm), kas tiek izstarota pretējā virzienā,
    - c) Vienmērības koeficients U/U<sub>o</sub>,
    - d) Optiskie zudumi aizsargstiklā (Fresnel reflection loss).
  - 2.2. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai.
  - 2.3. Otrā tuvinājuma LED optikas LDT failu analīze:
    - a) Asimetrijas koeficients,
    - b) Gaismas plūsma (lm), kas tiek izstarota pretējā virzienā,
    - c) Vienmērības koeficients U/U<sub>o</sub>,
    - d) Optiskie zudumi aizsargstiklā (Fresnel reflection loss).
  - 2.4. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai.
3. **Funkcionalitātes prasības:**
  - 3.1. Jaunizstrādājamo LED optikas elementu LDT failu analīze jāveic aprēķina programmās RELUX ([www.relux.biz](http://www.relux.biz)), DIALUX ([www.dial.de](http://www.dial.de)) vai līdzvērtīgās.
  - 3.2. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai jāveic, izmantojot programmas Zemax, ASAP vai līdzvērtīgas.

SIA "Green Industry Innovation Center"  
Pulka iela 3, Rīga, LV-1007  
Iepirkumam "Konsultācijas jaunizstrādājamo LED  
optikas elementu gatavības līmeņa celšanai"  
identifikācijas numurs GIIC/2015 5.1.022

## TEHNISKAIS PIEDĀVĀJUMS

Pašnodarbinātā persona Katrin Rödel, nodokļu maksātāja numurs DE276108506, adrese: Maderlechner Str. 14, 84549, Engelsberg, Vācija, kura darbojas, izmantojot preču zīmi LUXILLO (turpmāk tekstā - LUXILLO), iesniedz šādu tehnisko piedāvājumu, apņēmoties izpildīt visas iepirkuma Nr. GIIC/2015 5.1.022 Tehniskajā specifikācijā paredzētās prasības.

### 1. Galvenās pasūtītāja prasības.

LUXILLO ir gatavs, lai sasniegtu pasūtītāja mērķi celt tehnoloģijas gatavības līmeni, sniegt tehniska rakstura konsultācijas (atzinumu) par jaunizstrādājamo LED optikas elementu (LED lidostu skrejceļu un teritoriju gaismekļis) gatavības līmeni atbilstoši starptautiskajam standartam EN 12464-2 (Lighting of work places - Part 2: Outdoor work places).

### 2. Konsultāciju priekšmets.

LUXILLO pakalpojuma ietvaros piedāvā sniegt šādas konsultācijas (atzinumus), izvērtējot pasūtītāja iesniegtos jaunizstrādājamo LED optikas elementu (LED lidostu skrejceļu un teritoriju gaismeklim) iterācijas (simulācijas) dokumentus attiecībā pret starptautisko standartu EN 12464-2 (Lighting of work places - Part 2: Outdoor work places):

#### 2.1. Pirmā tuvinājuma LED optikas LDT failu analīze:

- Asimetrijas koeficients,
- Gaismas plūsma (lm), kas tiek izstarota pretējā virzienā,
- Vienmērības koeficients U/U<sub>0</sub>,
- Optiskie zudumi aizsargstiklā (Fresnel reflection loss).

#### 2.2. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai.

#### 2.3. Otrā tuvinājuma LED optikas LDT failu analīze:

- Asimetrijas koeficients,
- Gaismas plūsma (lm), kas tiek izstarota pretējā virzienā,
- Vienmērības koeficients U/U<sub>0</sub>,
- Optiskie zudumi aizsargstiklā (Fresnel reflection loss).

#### 2.4. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai.

### 3. Funkcionalitātes prasības.

3.1. Jaunizstrādājamo LED optikas elementu LDT failu analīze tiks veikta aprēķina programmā RELUX (www.relux.biz).

3.2. Nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam konstatēto trūkumu novēršanai tiks veikta, izmantojot programmu Zemax.



Katrin Rödel

2015.gada 10.decembris, Engelsberg, Vācija

## Finanšu piedāvājums

Piedāvājam izpildīt iepirkuma līgumu un sniegt konsultācijas jaunizstrādājamo LED optikas elementu gatavības līmeņa celšanai atbilstoši iepirkuma dokumentos minētajām prasībām par cenu:

Nr.	Pakalpojums	Vienību skaits	Pakalpojuma cena EUR bez PVN
1.	Pirmā tuvinājuma LED optikas LDT failu analīze (t.i. atbilstības analīze iesniegtajiem iterācijas (simulācijas) dokumentiem attiecībā pret starptautisko standartu EN 12464-2 (Lighting of work places - Part 2: Outdoor work places)) un nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam pirmā tuvinājuma LDT failu analīzē konstatēto trūkumu novēršanai	1	4320
2.	Otrā tuvinājuma LED optikas LDT failu analīze (t.i. atbilstības analīze iesniegtajiem iterācijas (simulācijas) dokumentiem attiecībā pret starptautisko standartu EN 12464-2 (Lighting of work places - Part 2: Outdoor work places)) un nepieciešamo korekciju uzdevuma sastādīšana LED optikas izstrādātājam otrā tuvinājuma LDT failu analīzē konstatēto trūkumu novēršanai	1	4320
KOPĀ EUR bez PVN:			8640
KOPĀ EUR ar PVN:			8640

Ar šo apliecinu piedāvātās cenas pamatotību un spēkā esamību:

Pilnvarotās personas vārds, uzvārds, amats:

Pašnodarbinātā Katrin Rödel

Paraksts:



Datums, vieta

2015.gada 10.decembris, Engelsberg

### Description of the Services

Service includes providing consultancy services (opinion) after assessing iteration (stimulation) documentation on innovate LED optical elements (LED airport runway and territory luminaries) submitted by the Customer in relation to international standard EN 12464-2 (Lighting of work places – Part 2: Outdoor work places):

No	Service	Deliverables	Delivery date
1	<b>First analysis of LED optic's LDT file:</b> a) Coefficient of asymmetry b) Luminous flux (lm) beam in opposite direction c) Uniformity coefficient $U_0 = (U_{min}/U_{average})$ d) Optical loss of the cover glass (Fresnel reflection loss) Compilation of the necessary adjustments tasks for LED optics developer in order to preclude identified weaknesses.	Documentation on analysis of LED optic's LDT file including tasks for identification of weaknesses.	March 04, 2016
2	<b>Second analysis of LED optic's LDT file:</b> a) Coefficient of asymmetry b) Luminous flux (lm) beam in opposite direction c) Uniformity coefficient $U_0 = (U_{min}/U_{average})$ d) Optical loss of the cover glass (Fresnel reflection loss) Compilation of the necessary adjustments tasks for LED optics developer in order to preclude identified weaknesses.	Documentation on analysis of LED optic's LDT file including tasks for identification of weaknesses.	

#### For the LUXILLO

**Self-employed person Katrin Rodel**

Tax-payer number DE276108506

Maderlechner Str. 14, 84549, Engelsberg, Germany

#### For the Customer

**SIA "Green Industry Innovation Center"**

Registration number 40103673794

Pulka iela 3, Rīga, LV-1007

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Katrin Rodel

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Director Oskars Priede

## Statement on the receipt of Services

SAMPLE

March \_\_, 2016

With reference to Consultation Agreement No. **5.2.022/2016** (hereinafter – **the Agreement**), which takes effect on February 02, 2016, between

**SIA “Green Industry Innovation Center”**, registration number 40103673794, registered address Pulka iela 3, Rīga, LV-1007, represented by \_\_\_\_\_ (hereinafter – **Customer**) and

**Self-employed person Katrin Rodel**, tax-payer number DE276108506, registered address Maderlechner Str. 14, 84549, Engelsberg, Germany, working by using trade name **LUXILLO** (hereinafter - **LUXILLO**),

The parties declare that:

1. LUXILLO has provided consultancy services (opinion) after assessing iteration (stimulation) documentation on innovate LED optical elements (LED airport runway and territory luminaries) submitted by the Customer in relation to international standard EN 12464-2 (Lightning of work places – Part 2: Outdoor work places):

No	Service	Hours	Total Net Price (EUR)	Delivery date
1	<b>First analysis of LED optics LDT file:</b> a) Coefficient of asymmetry b) Luminous flux (lm) beam in opposite direction c) Uniformity coefficient $U_o = (U_{min}/U_{average})$ d) Optical loss of the cover glass (Fresnel reflection loss) Compilation of the necessary adjustments tasks for LED optics developer in order to preclude identified weaknesses.	—	EUR 4320,-	March __, 2016
2	<b>Second analysis of LED optics LDT file:</b> a) Coefficient of asymmetry b) Luminous flux (lm) beam in opposite direction c) Uniformity coefficient $U_o = (U_{min}/U_{average})$ d) Optical loss of the cover glass (Fresnel reflection loss) Compilation of the necessary adjustments tasks for LED optics developer in order to preclude identified weaknesses.	—	EUR 4320,-	

(hereinafter all together – **Services**);

2. The Services comply with the Agreement and technical specification to the tender “Consultations for raising the level of readiness of the innovative LED optic elements”, identification No. GIIC/2015 5.1.022

**For the LUXILLO**

**Self-employed person Katrin Rodel**

Tax-payer number DE276108506

Maderlechner Str. 14, 84549, Engelsberg, Germany

**For the Customer**

**SIA “Green Industry Innovation Center”**

Registration number 40103673794

Pulka iela 3, Rīga, LV-1007

\_\_\_\_\_  
Katrin Rodel

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Director Oskars Priede