

PURCHASE AND SALE CONTRACT OF THE PUBLIC PROCUREMENT FOR  
THE MESSIR-VISSION SOFTWARE UPGRADE

26 July 2021 No. *P7-37-(2021)*

**Lithuanian Hydrometeorological Service under the Ministry of Environment** (hereinafter referred to as the “Buyer” or the “Contracting Authority”), Legal entity code 290743240, Rudnios St. 6, 09300 Vilnius, Republic of Lithuania, represented by Vida Ralienė, Deputy Director, acting in accordance with 15 June 2021 Order of the Minister of Environment of the Republic of Lithuania No. AMP2-30,

and

**COROBOR SYSTEMS** (hereinafter referred to as the “Supplier”), Legal entity code 387 627 656 000 60, 41 rue Périer, 92120 Montrouge, France, represented by Slimen Benrabah, Chief Operating Officer, acting in accordance with the Power of Attorney of 2 December 2020,

hereinafter the Buyer and the Supplier shall be individually referred to as the “Party” and both collectively as the “Parties”,

have concluded this purchase and sale contract of the public procurement (hereinafter referred to as the “Contract”) and agreed upon the terms and conditions listed in the Contract.

**1. General Provisions**

**1.1.** This Contract shall consist of the following instruments, which shall include the concept of a “Contract” and which, in the event of a dispute, shall apply in the following order of priority:

1.1.1. Technical Specification

1.1.2. Contract

1.1.3. Procurement Documents

1.1.4. Amendments to the Contract

1.1.5. Tender

**1.2.** Unless it is otherwise specified in the Contract, the terms used in the Contract shall correspond to the terms used in the Procurement Documents and the Republic of Lithuania’s Law on Public Procurement. The titles of the sections of the Contract shall be used for reference purposes only and may not be used to interpret the Contract.

**1.3.** Unless the Contract provides otherwise, words used in the singular shall also include the plural sense, words of one gender shall include the corresponding words of the other gender, words referring to persons shall include both legal entities and natural persons, and references to the whole shall include references to parts thereof, and (on a case-by-case basis) vice versa.

**1.4.** If the meaning specified in the Contract differs in the figures and words, the meaning in the words shall prevail.

**1.5.** Unless it is otherwise specified in the Contract, the duration and the terms shall be calculated in calendar days.

**1.6.** Where references are made to legal acts, the relevant wording of the legal acts must be applied unless it is otherwise stated.

## 2. Responsible Persons and Communication

**2.1.** The Buyer's representative responsible for the performance of the Contract - \_\_\_\_\_, Tel. No. \_\_\_\_\_, E-mail \_\_\_\_\_, or in the absence thereof - \_\_\_\_\_, Tel. No. \_\_\_\_\_, E-mail \_\_\_\_\_.

**2.2.** The Buyer's representative responsible for the publication of the Contract and its amendments in the Central Public Procurement Information System - \_\_\_\_\_, or in the absence thereof - the Buyer's employee replacing him.

**2.3.** The Supplier's representative responsible for the performance of the Contract - \_\_\_\_\_, Tel. No. \_\_\_\_\_, E-mail \_\_\_\_\_.

**2.4.** The Buyer's e-mail address to which the Supplier's notices and/or requests sent to the Buyer during the performance of the Contract shall be: lhmt@meteo.lt.

**2.5.** The e-mail address of the Supplier to which the Buyer's notices and/or requests sent to the Supplier during the performance of the Contract shall be:

**2.6.** Any notices, information, documents or correspondence regarding the Contract or its performance shall be made in writing in Lithuanian and/or English, and sent by post or delivered in person to the addresses specified in the Contract or the e-mail addresses specified in this section of the Contract, except for value added tax invoices or invoices (hereinafter referred to as the "invoice").

**2.7.** The Parties shall undertake to notify each other immediately in writing of any changes in the addresses specified in the Contract, and the data and e-mail addresses of the responsible persons specified in this Section of the Contract. If a Party provides a notification of another address in writing, the notices must be delivered to the new address from that moment. A Party that has not duly provided a notification of changes in this data in a timely manner may not make claims concerning the actions of the other Party that are performed in accordance with the data provided in the Contract.

**2.8.** If the sender needs an acknowledgment of receipt, it shall indicate such a requirement in the notice. If there is a requirements for receiving a reply to the written notice, the sender must indicate in the notice the requirement to acknowledge the receipt of the written notice. In any case, the sender shall take the measures necessary to ensure the receipt of its notice. Where information is transmitted by electronic mail, it shall be deemed to have been properly transmitted only if the Party to whom such information is addressed acknowledges its receipt by e-mail.

## 3. Subcontractors and Specialists

**3.1.** The Supplier shall be liable for all obligations assumed under the Contract, regardless of whether third parties shall be used to perform those obligations.

**3.2.** The Supplier undertakes to ensure that the Contract shall be performed by the subcontractors offered in the Procurement. The Supplier shall be liable for the part of the Contract performed by the subcontractors as if it were performed by itself, and must ensure that the subcontractors comply with the provisions of the Contract.

**3.3.** The Supplier hereby confirms that it shall use the following subcontractors for the performance of the Contract:

3.3.1. Subcontractors shall not be used.

**3.4.** The Supplier shall have the right to use new subcontractors not specified in Sub-Clause 3.3 for the performance of the Contract. Upon concluding the Contract, but not later than during the performance of the Contract, the Supplier shall undertake to notify the Buyer of the names, contact details and representatives of the subcontractors known at that time. The Buyer shall also require the Supplier to provide information about changes in the said information during the whole performance of the Contract, as well as about new subcontractors that it intends to use at a later time.

**3.5.** The Supplier may change the subcontractors specified in the Contract, in the cases and in accordance with the procedure specified in this Section of the Contract, with the written consent of the Buyer.

**3.6.** During the performance of the Contract, the Buyer may initiate a change of the subcontractor provided for in the Contract, by stating in writing the reasons for such a change.

**3.7.** The Party initiating the use of a new subcontractor or a change of a subcontractor specified in the Contract shall apply in writing to the other Party and obtain its written consent. The Party issued with such a request must respond no later than within 5 (five) business days.

**3.8.** If the Parties agree to change the subcontractor or to use a new subcontractor, the Parties shall enter into a written agreement on the change of the subcontractor. This agreement shall form an integral part of the Contract. The new subcontractor may start performing the obligations assigned to it by the Supplier under the Contract not earlier than the date of the signing of this agreement.

#### **4. Object of the Contract**

**4.1.** The Supplier undertakes to upgrade the MESSIR-VISION software, including the provision of software upgrade services and software support, in accordance with the terms and conditions set forth in the Contract, in accordance with the legal requirements and best practices (hereinafter collectively referred to as the "Goods" and the software upgrades and/or other specified services referred to as the "Supply of Goods" or "Delivery of Goods"), the detailed description, quality, quantity, delivery terms, location and other requirements of which are set out in Annex 1 "Technical Specification" (hereinafter referred to as the "Technical Specification") and Annex 2 to the Contract "Tender" (hereinafter referred to as the "Tender"), and the Buyer undertakes to accept the Goods under the conditions specified in the Contract and to pay for them under the terms and conditions specified in the Contract.

#### **5. Price and Payment Procedure**

**5.1.** The value of the initial contract (price of the Services) shall be EUR 59,830.00 (fifty nine thousand eight hundred and thirty euros zero cents) excluding value added tax (hereinafter referred to as VAT).

**5.2.** Each Party shall be responsible for payment of own taxes.

**5.3.** The Contract price shall include all taxes and all other direct and indirect costs and fees incurred, and/or which may possibly be incurred by the Supplier in connection with the supply of the Goods.

**5.4.** If the Procurement Documents did not state that the Supplier had to include certain costs in the price, the Buyer must be able to use the Goods in accordance with the usual and/or the purpose specified in the Technical Specification without incurring additional costs.

**5.5.** The Contract shall be subject to the fixed pricing with a revision of the pricing rules set forth in Section 14 “Amendment of the Contract” herein.

**5.6.** The Supplier must submit invoices only through electronic means. Electronic invoices complying with the European electronic invoice standards referred to in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standards on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter referred to as the “European Electronic Invoicing Standards”), shall be provided by the means chosen by the Supplier. Electronic invoices that do not comply with the European Electronic Invoicing Standards may only be issued using the “E-Invoices” information system (available at [www.esaskaita.eu](http://www.esaskaita.eu)). The Contracting Authority shall accept and process the electronic invoices using the “E-Invoices” information system. The Supplier must also submit invoices by e-mail to: [lhmt@meteo.lt](mailto:lhmt@meteo.lt) and [dovile.kersyte@meteo.lt](mailto:dovile.kersyte@meteo.lt).

**5.7.** Payments shall be made in instalments as follows:

5.7.1. Interim payment – 30% of the price of the Services – shall be paid after the software is delivered online;

5.7.2. Final payment – 70% of the price of the Services – shall be paid after the software upgrade and the performance of all necessary tests and signing of the Deed of Transfer and Acceptance (as provided in Clause 3.3.3 of the Technical Specification).

**5.8.** An advance shall not be paid to the Supplier.

**5.9.** The Buyer shall make the payments by a transfer to the Supplier’s bank account specified in Section 19 “Legal Addresses, Details and Signatures of the Parties” of the Contract (except for in the case specified in Sub-Clause 5.11, when the transfers are made to a third party bank account).

**5.10.** The Buyer shall have the right not to make the relevant payment until the Supplier corrects any deficiencies if:

5.10.1. The Contract number and the date of its conclusion are not indicated in the invoice, or the incorrect amount is indicated;

5.10.2. The invoice is submitted by electronic means not provided for in the Contract;

5.10.3. The transferred Goods do not comply with the requirements set forth in the Contract;

5.10.4. In other cases provided for in the Contract.

**5.11.** If the Supplier uses subcontractors for the performance of the Contract, with the consent of the Supplier, a tripartite direct settlement agreement with the subcontractor may be signed between the Buyer, the Supplier and the subcontractor,

which describes the procedure for a direct settlement with the subcontractor. The Buyer shall inform the subcontractors in writing about the possibility of a direct payment not later than within 3 (three) business days from the date of signing the Contract (if the subcontractors are known), or from the receipt of information on the subcontractor's use from the Supplier, and the subcontractor, in order to take advantage of such an opportunity, shall submit a written request to the Buyer and shall obtain the Supplier's consent to make a direct payment to the subcontractor. No advance may be paid to the subcontractor, and a direct payment to the subcontractor may be made only after the Buyer has accepted the Goods. In the event of a dispute between the Supplier and the subcontractor, they shall resolve the dispute independently, without the participation of the Buyer. The amounts paid to the Subcontractor shall be reduced by the amounts payable to the Supplier.

**5.12.** The Buyer shall pay the Supplier no later than within 30 (thirty) calendar days from receipt of the invoice.

## **6. Security for the Fulfilment of the Obligations**

**6.1.** If the Buyer is late in paying the amounts due to the Supplier within the terms specified in the Contract, upon the Supplier's request, it shall pay the Supplier 0.05 (five hundredths) interest on the arrears in the amount of the unpaid invoice for each day of the delay.

**6.2.** If the Supplier is late in delivering the Goods and/or fulfilling the warranty obligations within the terms stipulated in the Contract, it shall pay the Buyer 0.05 (five hundredth) interest on the arrears in the price of the Services for each day of the delay. The Buyer shall have the right to deduct the amount of the forfeit from the amounts payable to the Supplier. The Buyer shall not be obliged to prove to the Supplier that it has suffered a loss.

**6.3.** Upon the termination of the Contract on the grounds specified in Sub-Clause 15.2 (except for the grounds provided for in Sub-Clause 15.2.1), the Supplier must pay a fine of 10 (ten) percent of the price of the Services within 10 (ten) business days from the date of submission of the Buyer's request. The Buyer shall not be obliged to prove to the Supplier that it has suffered a loss.

**6.4.** Payment of the forfeit shall not deprive a Party of the right to claim compensation for direct losses incurred by the other Party. Each Party shall have the right to receive direct losses from the other Party due to the improper performance or non-performance of the other Party's obligations under the Contract, not exceeding 2 (two) times the total price of the Services excluding VAT (i.e. [specify the calculated amount [total price of the Services excluding VAT]x2]), unless the law provides for a higher amount to be reimbursed. The limitation on the amount to be reimbursed provided for in this Clause shall not apply if the damage was caused by a deliberate act of the Party or by gross negligence, a breach of the confidentiality obligations or an infringement of intellectual property rights. The Buyer shall be liable only for losses or damages directly and clearly caused by the Buyer's failure to perform its contractual obligations due to the Buyer's fault.

## 7. Rights, Obligations and Liability of the Parties

**7.1.** The Parties hereby agree and confirm that they both have agreed to the terms and conditions of the Contract, have the rights, obligations and responsibilities set forth in this Contract and the legislation applicable to the supply of Goods and/or arising from the substance of this Contract, and hereby agree with them and undertake to comply with them.

**7.2.** The Parties undertake:

**7.2.1.** To use all information received during the performance of the Contract only for the performance of the obligations assumed under the Contract, to ensure the confidentiality of the information received from the other Party or related to the performance of the Contract, and not to disseminate such information. Confidential information under the Contract shall be considered to be all information received and/or learned during the performance of the Contract about the other Party, its employees, customers, etc. The confidentiality requirements shall apply during the performance of the Contract and for an indefinite period thereafter. A Party in violation of its obligations under this Sub-Clause of the Contract shall indemnify the other Party for the losses incurred. A violation of this Clause shall not be deemed to exist where such information is required by law to be provided by a Party to law enforcement or other authorities, or is made public;

**7.2.2.** Not to use the other Party's name, trademarks or information about this Contract in any advertising, publications, etc., without the consent of the other Party. This provision shall remain valid during the performance of the Contract and for an indefinite period thereafter.

**7.3.** The Supplier also undertakes:

**7.3.1.** Not to transfer its contractual rights and obligations to any third party other than in the case of pecuniary claims as provided for in Sub-Clause 5.11 of the Contract. The Supplier may use subcontractors in accordance with the procedure set forth in Section 3 "Subcontractors and Specialists" of the Contract.

**7.3.2.** To consistently perform the Contract, to deliver the Goods to the established place within the set term, to test and launch the Goods, and to perform the other obligations provided for in the Contract and the Technical Specification, including the rectification of defects in the Goods. The Supplier shall arrange for all necessary equipment, occupational safety and labour required for the performance of the Contract.

**7.3.3.** To deliver the Goods that comply with the condition of the Goods specified in the Technical Specification and the Tender, while ensuring compliance with the requirements normally imposed on items of this type and such a period of usage;

**7.3.4.** To ensure that the Contract shall be performed only by the persons entitled to such a right, if during the performance of the procurement the qualifications of the Supplier concerning the right to perform the respective activity were not verified at all or were not verified to the full extent;

**7.3.5.** To comply with all applicable laws and regulations and to ensure that its employees comply with them. The Supplier guarantees the reimbursement of the costs and/or losses incurred by the Buyer if the Supplier or its employees do not comply with

the requirements of the laws and legal acts, and as a result thereof any claims are submitted to the Buyer or legal proceedings are initiated against the Buyer;

7.3.6. To ensure that the performance of the Contract does not violate any rights of third parties, including but not limited to intellectual property rights, as well as to indemnify the Buyer for any claims arising from a breach of confidentiality, use of copyrights, patents, licences, drawings, models or trademarks, except in cases when such a violation occurs due to the fault of the Buyer, as well as to pay all related fees and/or possible penalties not later than within 10 (ten) business days from the date of the Buyer's request;

7.3.7. To provide detailed information on the performance of the Contract in writing at the request of the Buyer, free of charge, within the term set by the Buyer, which may not be shorter than within 5 (five) business days: to submit a report on the supply of the Goods, indicating which Goods have been delivered and providing additional information related to the supply of Goods;

7.3.8. To properly fulfil the other obligations provided herein and in the applicable legislation of the Republic of Lithuania.

**7.4.** The Buyer also undertakes:

7.4.1. To accept the Goods delivered at the time agreed between the Parties, provided they meet the provisions of the Contract and the other quality requirements applicable to the Goods;

7.4.2. To inspect the transferred Goods during the acceptance and to sign the documents of the transfer and acceptance of the Goods under the conditions specified in the Contract and the Technical Specification;

7.4.3. To pay the Contract price in accordance with the procedure and terms established in the Contract;

7.4.4. To cooperate and to provide the Supplier with all available information and/or documents necessary for the proper performance of the Contract;

7.4.5. To provide answers to the Supplier's questions related to the supply of the Goods;

7.4.6. To properly fulfil the other obligations provided herein and in the applicable legislation of the Republic of Lithuania.

## **8. Procedures for Delivery and Acceptance of the Goods**

**8.1.** The Supplier must deliver the Goods within the terms specified in the Technical Specification to the place specified in the Technical Specification.

**8.2.** If the Goods are to be used in accordance with certain rules, the Supplier shall provide the Buyer with manuals for use and maintenance in Lithuanian (or another language, if this is provided for in the Technical Specification) together with the Goods, describing in detail how to use, maintain, adjust and repair any of the Goods or the parts thereof. Should the above mentioned manuals not be provided to the Buyer, it shall be considered that not all the Goods have been supplied.

**8.3.** The delivery and acceptance of the Goods shall be performed after the software is fully upgraded and all necessary tests have been performed and formalised in the Deed of Transfer and Acceptance of the Goods, which shall be signed by the

authorised representatives of the Supplier and the Buyer, if the Goods are delivered in accordance with the Contract. The Buyer must sign the Deed of Transfer and Acceptance of the Goods or reject the Supplier's request to sign the Deed of Transfer and Acceptance of the Goods no later than after 10 (ten) business days, indicating the reasons for its decision and the measures that the Supplier must take in order for the Buyer to sign the Deed of Transfer and Acceptance of the Goods.

**8.4.** If the transferred Goods do not meet the quality requirements set forth in the Contract, the Buyer shall have the right, at its discretion, to demand that:

8.4.1. The Supplier will replace the Goods of an improper quality with the Goods of a proper quality;

8.4.2. The Supplier will eliminate or rectify the defects in the Goods or reimburse the Buyer for the costs of repairing or rectifying them free of charge, within the term specified in the Technical Specification (or, if such term is not specified, within a reasonable term);

8.4.3. The Supplier will refund the price paid and terminate the Contract when the delivery of Goods of a poor quality is a material violation of the Contract.

**8.5.** If discrepancies are found in the Goods and the Supplier replaces them with new Goods or eliminates or rectifies the identified defects, the Supplier must cover the costs related to the replacement of the Goods (removal of defective Goods, delivery of new Goods, etc.) and all costs of inspecting the new Goods.

**8.6.** If the Supplier does not rectify the defects or does not replace the Goods that do not meet the requirements set forth in the Contract, the Buyer shall have the right to demand a proportional reduction of the Contract price and to pay only for those Goods, or the part thereof, that meet the requirements set forth in the Contract.

## 9. Delay

**9.1.** If the Supplier realises that the delivery of the Goods shall be delayed, or either Party realises that it shall not be able to fulfil its obligations in due time, it must immediately inform the other Party about the delay and the impact it shall have on the performance of the Contract. If the delay is related to the delivery of the Supplier's Goods, the Supplier shall provide information regarding what the actual delivery time of the Goods shall be.

**9.2.** If the Goods must be installed or other actions must be performed, or certain documentation must be prepared, or the Buyer's employees must be trained, etc., the delay in performing such actions shall be considered as a delay in the delivery of the Goods.

**9.3.** Delays in the performance of the obligations shall be subject to the securities set out in Section 6 "Security for the Fulfilment of the Obligations" of the Contract.

## 10. Warranty

**10.1.** The Supplier shall guarantee the quality of the Goods and the absence of hidden defects. The quality of the Goods must comply with the requirements set out in

the Technical Specification, the terms and conditions of the Contract, as well as the requirements of the documents determining the quality of the Goods.

**10.2.** The warranty period shall start from the date of signing the Deed of Transfer and Acceptance of the Goods, unless it is otherwise specified in the Technical Specification.

**10.3.** During the warranty period, the Supplier shall pay all costs related to warranty repairs (software support). If the Supplier does not rectify the defects or replace the malfunctioning or defective Goods within the specified term, the Buyer, having informed the Supplier in writing 3 (three) business days in advance, shall have the right to rectify the defects of the Goods on its own and at its own expense (if objectively possible), and the Supplier shall undertake to reimburse all costs and losses incurred by the Buyer as a result thereof.

## 11. Validity of the Contract

**11.1.** The Contract shall enter into force when the Contract is signed by both Parties (on the day following the date of its signature by the other Party) and shall remain in force until the full fulfilment of the contractual obligations or termination of the Contract. The Contract may be extended if it is provided for in Section 14 "Amendment of the Contract" of the Contract.

**11.2.** Upon the termination or expiration of the Contract, the terms and conditions of the Contract relating to the dispute settlement procedure, warranty and settlements between the Parties under this Contract shall remain in force, as well as all other terms and conditions of this Contract, which by their nature should remain in force after the termination or expiration of the Contract, or must remain in force in order to give full effect to this Contract.

**11.3.** If any provision of the Contract becomes or is declared invalid, in whole or in part, this shall not affect the validity of the other provisions of the Contract.

## 12. Exclusion of Contractual Liability or Exemption from Liability

**12.1.** Contractual liability shall not apply, and the Parties may be exempted from civil liability, in whole or in part, on the following grounds:

12.1.1. In the case of *force majeure* circumstances – the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and the rules approved by the Resolution of the Government of the Republic of Lithuania of 15 July 1996 No. 840 "On the Approval of the Rules for Exemption from Liability in Cases of Force Majeure" shall apply. If the Supplier's subcontractor experiences the effects of force majeure circumstances, the Supplier may rely on this condition only if it cannot use another subcontractor without incurring unreasonable costs.

12.1.2. In the case of actions by the states of the European Union – when the obligation under the Contract cannot be fulfilled due to mandatory and unforeseen actions (acts) by the state institutions of the European Union, which the Parties did not have the right to challenge and where such actions could not have been foreseen.

**12.2.** The Party requesting its release from liability must notify the other Party in writing of the occurrence of the circumstances specified in this Section of the Contract

immediately, but not later than within 3 (three) business days from the occurrence or clarification of such circumstances, while providing evidence that it has taken all reasonable precautions and made every effort to reduce the costs or adverse consequences, as well as providing a notification on the possible term for the fulfilment of its obligations. A notification shall also be required when the grounds for the non-fulfilment of the obligations have ceased to exist.

**12.3.** The grounds for exemption shall arise from the moment when the obstacle occurs or, if it is not notified in due time, from the moment of the notification.

### 13. Applicable Law and Dispute Settlement Procedure

**13.1.** In performing the obligations of the Contract, the Parties shall be guided by this Contract and the Procurement Documents. The law of the Republic of Lithuania shall apply to the Contract, as well as the relations between the Parties arising therefrom and their interpretation.

**13.2.** The execution of the Contract must comply with the obligations of environmental protection, social and labour law established in the legal acts of the European Union and the Republic of Lithuania, as well as the collective agreements and international conventions specified in Annex 5 to the Law on Public Procurement.

**13.3.** Disputes and disagreements between the Parties shall be settled by negotiations between the Parties. Any disputes and disagreements that cannot be resolved through negotiations within 30 (thirty) days shall be resolved in accordance with the procedure established by the legal acts of the Republic of Lithuania, in the courts of the Republic of Lithuania according to the registered office address of the Buyer.

### 14. Amendment of the Contract

**14.1.** The Contract price shall be reviewed when the VAT rate changes. Any Goods delivered after the entry into force of the new VAT rate shall be settled using the VAT rate valid at the time of invoicing. This provision shall apply if the VAT rate changes (increases or decreases) due to a change in the legislation. The price shall not be recalculated and changed in the case of changes in taxes other than VAT.

**14.2.** The performance of the Contract shall be suspended in the following cases:

14.2.1. In the circumstances provided for in Section 12 "Exclusion of Contractual Liability or Exemption from Liability", the terms for the performance of the Contract shall be suspended from the moment of the occurrence of the obstacle or, if it is not notified in due time, from the moment of the notification thereof, and shall be resumed when the said circumstances no longer interfere with the performance of the Contract;

14.2.2. In circumstances depending on the Buyer, due to which the Buyer is unable to accept the Goods. The Buyer shall have the right to demand a suspension of the delivery of the Goods (including the installation, staff training, etc.) until the end of the relevant circumstances;

14.2.3. If material errors or irregularities are considered to render the Contract void, in order to verify whether material errors or irregularities have in fact occurred. If the allegations turn out to be untrue, the performance of the Contract shall resume. A

material error or violation shall mean any violation of the Contract, an applicable law or non-compliance with a judgment resulting from an act or omission.

**14.3.** If the terms for the fulfilment of the obligations under the Contract have been suspended on the grounds set forth in the Contract, they shall be renewed at the end of the circumstances that have led to the suspension, taking into account the ability of the Parties to continue the performance of the Contract and, if the performance of the Contract has been suspended for more than 3 (three) months, the willingness of the other Party to obtain the performance regardless of the delay. Upon the resumption of the performance of the Contract, the unfulfilled obligations must be fulfilled within the term remaining for the performance of the obligations (validity of the Contract) at the time of their suspension.

**14.4.** Subcontractors shall be changed in accordance with the procedure set forth in Section 3 "Subcontractors and Specialists" of the Contract.

**14.5.** The Contract shall not be renewed.

**14.6.** In cases other than those specified in this Section, the Contract may be amended only if it is possible in accordance with the provisions of Article 89 of the Republic of Lithuania's Law on Public Procurement.

**14.7.** An amendment of the terms and conditions of the Contract, in the cases provided for in the Contract, shall not be considered as an amendment of the terms and conditions of the Contract if the terms and conditions of the amendment were clearly, precisely and unambiguously formulated in the Procurement Documents.

**14.8.** The Party initiating the amendment of the Contract shall submit to the other Party a written request to amend the terms and conditions of the Contract, and documents substantiating the circumstances, arguments and explanations specified in the request, or copies thereof. The other Party shall respond to the submitted request to change the relevant Clause of the Contract with a reasoned response within 5 (five) business days. If the Parties do not agree on the amendment of the terms and conditions of the Contract, the Contract shall not be amended. If the Parties mutually agree on the amendment of the terms and conditions of the Contract, the amendments to the Contract shall be formalised by an agreement of the Parties, which shall form an integral part of the Contract.

**14.9.** All amendments, supplements and annexes to the Contract shall be considered as an integral part of the Contract, and shall be valid if they are made in writing and approved by the signatures of the authorised representatives of the Parties.

## **15. Termination of the Contract**

**15.1.** The Contract may be terminated:

15.1.1. By the written agreement of both Parties;

15.1.2. At the initiative of one of the Parties, if the circumstances specified in Section 12 "Exclusion of Contractual Liability or Exemption from Liability" of the Contract continue for more than 4 (four) consecutive months from the date of the receipt of a notice thereof.

**15.2.** The Buyer shall have the right to unilaterally terminate the Contract if:

15.2.1. The Supplier goes bankrupt or is liquidated, suspends its economic activity or a similar situation arises in accordance with the procedure established by the legal acts;

15.2.2. The Supplier has materially violated the Contract;

15.2.3. The Supplier is late in delivering the Goods for more than 20 (twenty) calendar days in a row;

15.2.4. Other circumstances arise, due to which the Supplier shall not be able to properly perform the Contract and/or deliver the Goods and the Supplier shall not be able to provide reasonable evidence that it shall perform the Contract properly.

**15.3.** The Supplier, having received a notice from the Buyer concerning the termination of the Contract in accordance with any of the conditions provided for in the Sub-Clause 15.2, shall have the right to provide the Buyer with a written explanation within 5 (five) business days from the date of receipt of the notice from the Buyer.

**15.4.** The Buyer shall be entitled to terminate the Contract unilaterally, without any fault attributed to the Supplier, by giving a notice to the Supplier at least 30 (thirty) calendar days in advance, despite the fact that the Supplier has already begun executing the Contract. In such a case, the Buyer must pay the Supplier for the Goods delivered before the termination of the Contract, and the Supplier shall not be entitled to receive any other compensation.

**15.5.** The Supplier may unilaterally terminate the Contract without recourse to court if:

15.5.1. The Buyer is more than 20 (twenty calendar days) late in making a payment, not due to the fault of the Supplier or the circumstances provided for in Section 12 "Exclusion of Contractual Liability or Exemption from Liability" of the Contract, and if the Supplier has previously notified the Buyer in writing about the delay;

15.5.2. The Buyer has suspended the terms of delivery of the Goods due to its inability to accept the Goods, and the suspension of the delivery of the Goods lasts for more than 3 (three) months.

**15.6.** The Party intending to unilaterally terminate the Contract shall, in writing, inform the other Party 14 (fourteen) days in advance of its intention and set a deadline of at least 3 (three) days for the correction of the defects identified in the notice. If the Party at fault does not eliminate the violations of the Contract within the term specified in the notice, the Contract shall be deemed to be terminated from the date of expiry of the term.

**15.7.** Upon the termination of the Contract, the Buyer, in the presence of the Supplier or its representative, shall take an inventory of the delivered Goods, performed work and the delivered and unused materials, and shall prepare a description thereof. A report on the Supplier's debt to the Buyer and the Buyer's debt to the Supplier on the date of the termination of the Contract shall also be prepared.

## 16. Material Violations and/or Performance of the Contract with Serious or Permanent Deficiencies

**16.1.** The following shall be considered as a material violation of the Contract:

16.1.1. If the Supplier fails to deliver the Goods within the terms specified in the Technical Specification and the additional specified term, within which interest on

the arrears for the delay is calculated (see Section 6 “Security for the Fulfilment of the Obligations” and the Technical Specification);

16.1.2. If the Supplier seeks to increase the price of the Contract (i.e. does not perform the Contract according to the price specified in the Contract);

16.1.3. If the Goods are of an unsatisfactory quality (do not comply with the requirements set out in the Technical Specification, and the Supplier does not rectify such defects within the set term or cannot objectively rectify them);

16.1.4. The Contract price shall be considered to be a material condition of the Contract. If the Supplier tries to increase it or refuses to perform the Contract for the price indicated in the Contract, this shall be considered to be a material violation of the Contract;

16.1.5. The Supplier violates the confidentiality obligations set out in the Contract.

**16.2.** The Supplier shall be deemed to have performed the Contract with significant deficiencies if:

16.2.1. The Buyer has to incur additional costs not specified in the Procurement Documents as included in the price.

16.2.2. The Supplier uses information about the performance of the Contract, the Buyer, the Buyer’s logo or trademarks in its advertising or publications;

16.2.3. The Supplier or its employees do not comply with the laws, legal requirements or the rights of third parties, and as a result thereof any claims are submitted to the Buyer or legal proceedings are initiated against the Buyer, and the Supplier does not reimburse the costs incurred by the Buyer;

16.2.4. Unless it is otherwise specified, violations of the provisions of Section 10 “Warranty” of the Contract shall be deemed to be a performance of the Contract with serious deficiencies.

**16.3.** The Supplier shall be deemed to have performed the Contract with permanent deficiencies if:

16.3.1. The Supplier violates the requirements of Clauses 3.5.1 and/or 3.5.2 of the Technical Specification more than 5 (five) times.

## 17. Final Provisions

**17.1.** The Contract shall be concluded in Lithuanian and English, in 2 (two) copies, each having equal legal authority – with 1 (one) copy for the Buyer and 1 (one) copy for the Supplier. If there are discrepancies between the Lithuanian and English texts, the Lithuanian text of the Contract shall prevail.

**17.2.** By signing the Contract, the Parties hereby confirm that they have read it, understood its content and consequences, and accepted the Contract as meeting their objectives.

**17.3.** The Parties hereby confirm that when concluding and/or performing the Contract, they must provide each other with the personal data of natural persons (hereinafter referred to as “Personal Data”) in individual cases. The Parties shall also agree that the Personal Data transmitted by each of them to the other Party is true and correct, and must be obtained lawfully. The Parties shall provide each other only with

such Personal Data as is necessary for the other Party to properly implement its obligations under the Contract.

**17.4.** Each Party shall undertake to inform all natural persons (its employees and representatives) whose data is transferred to the other Party in an appropriate manner (in accordance with the provisions of the EU General Data Protection Regulation No. 2016/679) that their Personal Data has been transferred to the other Party for the purposes of the proper implementation of this Contract and on a legal basis.

**17.5.** The Parties hereby agree to cooperate in order to protect the security of the Personal Data transferred to each other, by defending the rights of individuals and, if necessary, by proving the legality of the actions taken and their compliance with the legal requirements.

**17.6.** The Parties hereby emphasise that the Personal Data transmitted shall be treated as confidential and shall be protected accordingly. The Personal Data shall be used only for the purposes of the performance of the Contract, and only employees who are committed to ensuring the confidentiality of the transferred Personal Data shall have the right to work with and process such Personal Data.

**17.7.** The Parties shall ensure the protection of the received Personal Data from its unlawful disclosure or use, in accordance with the Personal Data Protection Requirements established by the legal acts of the European Union and the Republic of Lithuania.

**17.8.** Either Party must immediately notify the other Party of any Personal Data breach.

**17.9.** Upon the termination of this Contract (on any of the grounds specified herein), a Party shall undertake to destroy the Personal Data received from the other Party, unless the Party is required to retain such Personal Data in accordance with an applicable law.

## 18. Annexes to the Contract

**18.1.** The Contract shall have 2 (two) Annexes, which shall be considered to be an integral part of the Contract:

18.1.1. Annex 1 – Technical Specification

18.1.2. Annex 2 – Tender

## 19. Legal Addresses, Details and Signatures of the Parties

### Buyer:

Lithuanian Hydrometeorological  
Service under the Ministry of  
Environment  
Rudnios St. 6, 09300 Vilnius, Republic of  
Lithuania  
Legal entity code 290743240  
VAT identification number LT907432416  
Bank Account No. LT49 7044 0600 0029  
9043

### Supplier:

COROBOR SYSTEMS  
41 rue Périer, 92120 Montrouge, France  
Legal entity code 387 627 656 000 60  
VAT identification number FR 32 387 627  
656  
Bank Account No. FR76 1820 6004 3265  
0322 7192 267  
Crédit Agricole de Paris et d'Ile-De-  
France

**Bank Seb Bankas**  
**Bank code 70440**  
**Tel. No. +370 648 06572**  
**E-mail: lhmt@meteo.lt**

**Bank code AGRIFRPP882**  
**Tel. No. +33 1 45 73 60 60**  
**E-mail: sales@corobor.com**

**Vida Ralienė**  
**Deputy Director**

**Slimen Benrabah**  
**Chief Operating Officer**