

SERVICE PURCHASE CONTRACT NO 2023/41-280

2023 - 12- 18

(date)

The Bank of Lithuania (hereinafter – the Customer), represented by Giedrius Ruseckas, Head of the Public Procurement Division of the Corporate Services Department of the Bank of Lithuania, acting on the basis of provisions of subparagraph 19.1 of the Regulations for the Drawing up, Executing, Keeping and Billing of Contracts on Purchase of Goods, Services and Works as well as Other Contracts at the Bank of Lithuania approved by Order No V 2015/(1.7-260603)-02-245 of the Chairman of the Board of the Bank of Lithuania of 22 December 2015, and **Soaring Sentences LTD**, (hereinafter – the Supplier) represented by Sara Tropper, Editor-in-Chief, acting on the basis of the company's Articles of Association of 5 September 2016, hereinafter collectively referred to as the Parties and individually – the Party, having regard to the results of the low-value procurement of editing services for scientific English papers, conducted by way of undisclosed survey (the contracting entity's certificate No. V 2023/(27.3.E-4503)-308.27-173 of 11/12/2023), have concluded this Service Purchase Contract (hereinafter – the Contract).

SPECIAL TERMS AND CONDITIONS

The Special Terms and Conditions of the Contract (hereinafter – the Special Terms and Conditions) shall be interpreted and applied together with the General Terms and Conditions of the Contract (hereinafter – the General Terms and Conditions), which constitute an inseparable part to the Contract.

1. SUBJECT MATTER OF THE CONTRACT

1.1. The Supplier undertakes to provide to the Customer editing services for scientific English papers and other articles (hereinafter – the Services) under the conditions and terms specified in the Contract.

1.2. The description of the Services provided to the Customer under this Contract:

- editing of scientific English papers and other articles;
- coordination of corrections with the authors of articles and proofreading of their final versions;
- editing of LaTeX, Adobe Acrobat, Microsoft Word and Excel files as required;
- quantitative requirement – approximately 8 pages per business day;
- page count – 270 words, excluding numbers and formulas.

2. CONTRACTUAL OBLIGATIONS OF THE PARTIES

2.1.2.1. The Supplier shall start fulfilling the obligations according to the Contract from 17/12/2023.

2.2. The Customer shall submit Service orders to the Supplier by email and indicate deadlines thereof.

2.3. The Supplier undertakes to provide the Services specified in the Contract until the indicated deadlines.

2.4. Upon receipt of an edited paper or article, the Customer undertakes to check it within 5 business days and notify the Supplier on the proper provision of the Services or to submit by email motivated comments on improperly provided Services, by specifying the deficiencies and the deadline for their elimination.

2.5. Other mutual obligations of the Parties to the Contract are specified in the General Terms and Conditions.

3. PRICE AND SETTLEMENT PROCEDURE

3.1. The pricing applied to the Contract shall be fixed rate.

3.2. The maximum price of the Contract **shall be €15,000.00** (fifteen thousand) excluding VAT. The Supplier undertakes to provide the Services applying the following rates:

Service name	Unit of measure	Preliminary quantity	Unit price, excl. VAT, EUR
Editing of scientific English papers and other articles where style editing comprises up to 30% of the entire text (Level 1 Service)	pages	400	12
Editing of scientific English papers and other articles where style editing comprises more than 30% of the entire text (Level 2 Service)	pages	400	24

The Customer does not undertake to purchase the total quantity of the Services specified in the Contract. The maximum price of the Contract excluding VAT shall correspond to the value of the initial Contract calculated in accordance with the procedure established in the Pricing Rules Determination Methodology approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017. The final price of the Contract shall be calculated according to the quantity of the Services actually and appropriately provided by the Supplier and accepted by the Customer. The Customer retains the right, where applicable, to acquire additionally up to 20% of the volume of the Services indicated in the table provided in paragraph 3.2 at the rate fixed in the Contract, but without exceeding the maximum price of the contract.

3.3. The Customer shall pay to the Supplier for the properly provided Services no later than within 30 (thirty) calendar days from the receipt of the invoice in the 'E-invoice' system by an email addresses lb_saskaitos@lb.lt and cc ddantene@lb.lt. The Customer and the Supplier shall each pay all taxes (including VAT) in accordance with respective laws and regulations existing in their own country.

3.4. Any Contracting Party shall have the right to initiate, during the period of validity of the Agreement, a recalculation (change) of the price (prices) of the Agreement specified in the Agreement **not more than once within six months of the validity of the Agreement** (with the first amendment not earlier than 6 months after the date of entry into force of the Agreement, if the recalculation has already been carried out – from the date of the last recalculation in accordance with this paragraph), if the price change (k) of the index of prices of services provided to economic entities "N82 **Administrative** activities, servicing activities of institutions and other business enterprises" calculated in accordance with paragraph 3.7 of the Agreement exceeds (decreased) 4 per cent. For the purposes of the recalculation, the Parties shall use the Index Database data published by the State Data Agency on the Official Statistics Portal without requiring the other Party to provide an official document or approval issued by the State Data Agency or other authority.

3.5. The price (fees) of services shall be deemed to be recalculated when the parties sign an agreement on its recalculation, which becomes an integral part of the Agreement. The recalculated price (fees) of the Agreement shall be applied for the part of the Services which is provided after the date of signature of the agreement on the recalculation of the price (rate).

3.6. In the Agreement on the recalculation of the price (rate) of the Agreement, the parties shall indicate the value of the index at the beginning of the period and the date of its establishment, the value of the index at the end of the period and the date of its establishment, the price change (k), the recalculated rates, the recalculated value of the original contract.

3.7. The new contract price(s) shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a\right) \text{ where}$$

a – rate (EUR excluding VAT) (if it has already been recalculated, then after the last recalculation).

a₁ – Recalculated (modified) rate (EUR excluding VAT)

K – The change (increase or decrease) in prices of consumer goods and services calculated on the basis of the price index of economic entities "N82 Administrative activities, servicing activities of institutions and other business enterprises" (published by the State Data Agency at [Rodiklių duomenų bazė - Oficialiosios statistikos portalas](#)). the value of "K" is calculated according to the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžia}} \times 100 - 100(\%) \text{ Where}$$

Ind_{naujausias} – the most recent published index of services provided to economic entities "N82 Administrative activities, support activities for institutions and other businesses" **is** the latest published date of sending a price reset request to the other party;

Ind_{pradžia} – the starting point of the IND is the index of services rendered to economic entities at the start date (month) **of the period** "N82 Administrative activities, servicing activities of institutions and other business enterprises". In the case of the first conversion, the beginning (month) of the period shall be the month of the date of conclusion of the Agreement. For the second and subsequent recalculations, the beginning (month) of the period shall be the month of the value of the published relevant index used at the time of the last recalculation.

3.8. For calculations, index values shall be taken to four decimal places. The calculated change (k) for further calculations shall be used after rounding up to one decimal place and the calculated rate (price) "a" shall be rounded to two decimal places (indicate the number of digits used to indicate the rates in the contract concluded).

3.9. Upon change of the VAT rate, the Contract price (rates) shall be recalculated in accordance with the procedure established in the General Terms and Conditions. The Contract price (rates) shall not be recalculated due to change in the general price level or other taxes.

4. MATERIAL BREACHES OF THE CONTRACT

4.1. On agreement of the Parties, the following breaches of the Contract shall be considered to be material:

4.1.1. the Supplier delays the final deadlines for the provision of the Services indicated in paragraph 2.2 of the Special Terms and Conditions by more than 10 calendar days;

4.1.2. the Supplier provides the Services of inappropriate quality that do not meet the requirements established in the Services order or fails to eliminate the deficiencies on their own account at least three times within the time limit set by the Customer;

4.1.3. the Customer delays the payment term specified in paragraph 3.3 of the Special Terms and Conditions by more than 30 (thirty) calendar days;

4.1.4. the Supplier changes the employees (specialists) appointed for the performance of the Contract disregarding the procedure established in the General Terms and Conditions.

5. CONTRACT PERFORMANCE SECURITY

5.1. Securing the performance of the Contract by a penalty:

5.1.1. If the Supplier fails to provide the Services within the time limit set in the Contract and/or eliminate the deficiencies within the time limit set by the Customer, the Supplier shall pay to the Customer default interest of 0.02% from the total amount (excluding VAT) of the maximum price of the Contract for each delayed calendar day.

5.1.2. If the Customer delays settlement for the appropriately and timely provided Services, the Customer shall pay to the Supplier default interest of 0.02% from the overdue amount (excluding VAT) for each delayed calendar day.

6. CONTRACT VALIDITY AND OTHER PROVISIONS

6.1. The Contract shall enter into force when the Parties sign the digital version of the Contract with qualified electronic signatures or exchange the signed individual digital copies of the Contract of identical content by email to the contact email addresses, and shall remain effective until the fulfilment of all contractual obligations. The Parties agree that the digital versions of the Contract signed using qualified electronic signatures or the signed individual digital copies of the Contract of identical content exchanged by email shall be treated equally as the Contract signed in writing. If the accepting Party fails to submit a version/copy of the Contract of identical content, it shall be deemed that the Contract has not been concluded.

6.2. The Services under the Contract shall be provided for 12 months or until the maximum price of Contract is reached, whichever comes first.

6.3. Provisions of the General Terms and Conditions on the amendment or termination of the Contract shall apply insofar as the Special Terms and Conditions establish otherwise.

6.4. The Parties shall appoint the following responsible persons:

6.4.1. The Customer's representative responsible for the implementation of the Contract – _____, _____ Services Department, phone: +370 _____, email: _____@lb.lt. The Customer's representative shall have the right to sign documents related to the Contract performance, except for documents regarding the amendment or termination of the Contract.

6.4.2. The Supplier's representative responsible for the implementation of the Contract – Sara Tropper, Editor-in-Chief, phone: +972 545 665 078, email: payments@soaringsentences.com.

6.4.3. The Customer's representative responsible for the publication of the Contract, its amendments and the Supplier's Tender in accordance with the procedure established in the

Republic of Lithuania Law on Public Procurement – _____, Senior Specialist of the Public Procurement Division, phone: +370 _____, email: _____@lb.lt.

6.5. The Contract may be amended or terminated in the cases and according to the procedure established in the General Terms and Conditions.

6.6. The Contract has been concluded in the English language in 2 (two) copies of equal legal power.

7. ANNEXES TO THE CONTRACT

7.1. The General Terms and Conditions and the Technical specification constitute an inseparable part to the Contract.

8. REQUISITES OF THE PARTIES

CUSTOMER

Bank of Lithuania
Legal entity code 188607684
VAT ID No LT886076811
Gedimino pr. 6, 01103 Vilnius
Phone: +370 5 268 0029
Fax: +370 5 268 0038
Email: info@lb.lt
S/A No LT41 1010 0000 0012 3456
With the Bank of Lithuania

Giedrius Ruseckas
Head of the Public Procurement Division
of the Corporate Services Department

SUPPLIER

Soaring Sentences LTD
Tax ID: 515517936
Nehemia St. 1/6, Efrat 90435, Israel
Phone +972-2-9931871
Fax +972-1532-9931871
www.soaringsentences.com
payments@soaringsentences.com
Account 225663, Swift: MIZBILIT
IBAN: IL54-0204-5400-0000-0225-663
Bank Mizrachi- Tefachot Ltd, Branch 454



Sara Tropper
Editor-in-Chief

TECHNICAL SPECIFICATION

The Bank of Lithuania shall purchase text editing services.

Requirements for the object of purchase:

- Editing of scientific papers in English;
- Coordination of changes to the text with authors and performing the final revision of papers;
- Texts for editing may be supplied in LaTeX, Adobe Acrobat, Microsoft Word or Excel format;
- The average editing volume shall be 8 pages per day;
- 1 page shall be 270 words, excl. numbers and formulas.

The duration of the provision of services shall be 12 months from the date of entry into effect of the contract.

The maximum price of the contract shall be €15,000.00 excluding VAT, €18,150.00 including VAT (as the Supplier is a foreign legal entity, the VAT shall be calculated and paid to the budget of the Republic of Lithuania by the Contracting Authority).

The pricing applied to the Contract shall be fixed rate (excluding VAT).

The Supplier undertakes to provide the services at the following rates per 1 page (1 page shall be 270 words, excluding numbers and formulas):

Service name	Preliminary quantity (pages)*	Price per 1 page, excl. VAT, EUR
Editing of scientific papers and other articles in English where style editing comprises up to 30% of the entire text (Level 1 Service)	400	12
Editing of scientific papers and other articles in English where style editing comprises more than 30% of the entire text (Level 2 Service)	400	24

*The indicated amount is preliminary; the Contracting Authority does not undertake to purchase the entire amount of the services.

CUSTOMER
Bank of Lithuania

Giedrius Ruseckas
Head of the Public Procurement Division
of the Corporate Services Department

SUPPLIER

Soaring Sentences LTD


Sara Tropper
Editor-in-Chief

GENERAL TERMS AND CONDITIONS

1. TERMS AND GENERAL PROVISIONS

1.1. Terms used in the general terms and conditions (hereinafter – the General Terms and Conditions) of the service purchase contract (hereinafter – the Contract):

1.1.1. **General Terms and Conditions** – the terms and conditions of the Contract constituting an inseparable part thereto;

1.1.2. **Tender** – a set of documents necessary for the provision of services according to the Contract submitted by the Supplier to the Customer who conducts public procurement procedures;

1.1.3. **Services** – services or any assignments performed according to the Contract, as well as works related to the provision of services established in the Contract or delivery and/or installation of certain goods;

1.1.4. **Deed of Transfer–Acceptance of Services** – the Contract performance document signed by the Parties in confirmation of the fact of full or partial performance of the Services and their transfer to the Customer;

1.1.5. **Procurement documents** – documents submitted or specified by the Customer which describe or establish the components of the procurement or its procedure: the procurement notice, the prior information notice used as a means of calling for competition, the Technical Specification, the descriptive document, the draft public purchase–sale contract, the procedure of submission of documents of public procurement candidates and participants, information about the requirements applied during the procurement and/or other documents, their explanations (clarifications);

1.1.6. **VAT** – the value added tax, the rate of which is fixed in the Republic of Lithuania Law on Value Added Tax;

1.1.7. **Invoice** – a VAT invoice issued by the Supplier for the services or any parts thereof, if such parts are established in the Contract, performed and transferred in an appropriate, qualitative and timely manner and accepted by the Customer, any other invoice or payment document (where the Supplier is not a VAT payer). E-invoices conforming to the European standard on electronic invoicing which is referenced in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard 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 – European standard on electronic invoicing) shall be submitted by means selected by the Supplier. E-invoices that do not conform to the European standard on electronic invoicing may be submitted only by means of the information system 'E-invoice' (accessed at www.esaskaita.eu);

1.1.8. **Special Terms and Conditions** – an inseparable part to the Contract describing the subject matter of the Contract, the volume, price and rates (if applicable) of Services, the time limits for the provision of Services and other terms and conditions of performance of the Contract;

1.1.9. **Contract** – the contract on paid services concluded between the Customer and the Supplier, comprising the Special Terms and Conditions, the General Terms and Conditions, the Technical Specification, the procurement documents and other enclosed documents that constitute an inseparable part to the Contract;

1.1.10. **Contract price** – the total amount of money received by the Supplier under the Contract for the Services specified in the Contract. The Contract price shall include all taxes and other costs incurred by the Supplier in relation to the performance of the Contract;

1.1.11. **Contract pricing** – the Contract price calculation method according to the Pricing Rules Determination Methodology approved by Order No 1S-95 of the Director of the Public Procurement Office of 28 June 2017 on the approval of the pricing rules determination methodology;

1.1.12. **Technical Specification** – a document establishing the requirements for the Services;

1.1.13. **Supplier** – an economic entity – a natural person, a private or public legal person, any other organisation or their subdivision, or a group of such persons, including temporary associations of such economic entities providing the Services specified in the Special Terms and Conditions;

1.1.14. **Customer** – the Bank of Lithuania, code 188607684, VAT identification number LT886076811, Gedimino pr. 6, 01103 Vilnius, Republic of Lithuania.

1.2. For the purposes of the Contract, the Customer and the Supplier collectively may be referred to as the Parties and individually – the Party.

1.3. Where the context of the Contract so requires, words in a singular form may have the meaning of plural and vice versa.

1.4. The duration and other time limits of the Contract shall be calculated in calendar days, unless the Contract explicitly specifies otherwise.

1.5. The Contract is an integral and indivisible document. For the purposes of interpretation and application of the Contract the following order of priority of the Contract documents is established: (I) the Special Terms and Conditions; (II) the Technical Specification (including explanations and clarifications made by the Customer during the public procurement procedure); (III) the General Terms and Conditions; (IV) the Procurement Documents; and (V) the Tender.

1.6. If the value of a certain figure differs from its value in words, the value of the figure in words shall prevail.

1.7. If there are any discrepancies or contrarities between the documents specified in paragraph 1.5 of the General Terms and Conditions, the documents shall be applied according to the specified order of their priority.

2. ACKNOWLEDGEMENTS AND WARRANTIES OF THE PARTIES

2.1. The Parties represent and warrant to each other that:

2.1.1. they are properly incorporated and lawfully operating according to requirements of legal acts of their home country;

2.1.2. they have carried out all legal actions necessary for the proper conclusion and validity of the Contract;

2.1.3. the Party's representatives who signed the Contract have been duly authorised to sign it, the data of the Parties and/or of their representatives necessary for the proper conclusion of the Contract do not constitute confidential information;

2.1.4. the Contract is a valid, legal and binding obligation of the Party, the fulfilment of which may be claimed under the terms and conditions of the Contract;

2.1.5. the terms and conditions of the Contract are clear to the Parties and enforceable;

2.1.6. the conclusion of the Contract and the fulfilment of the obligations assumed by the Customer or the Supplier under the Contract do not infringe provisions of (I) any decision, order, decree or regulation of a court, arbitral tribunal, state or municipal body applicable to the Parties; (II) any agreement or other transaction to which the respective Party is a party, or (III) any law or other regulatory enactment applicable to the Parties;

2.1.7. the Parties are solvent, their activities are not restricted, no restructuring or liquidation proceedings are pending against the Parties, they have not suspended or limited their activities and no bankruptcy proceedings have been initiated against them.

2.2. The Supplier confirms that they:

2.2.1. hold all authorisations, licences, qualification certificates, employees, organisational and technical means provided for by legal acts, and possess all required qualifications and competences necessary for the fulfilment of the obligations specified in the Contract;

2.2.2. have included in the Tender price all costs necessary for the provision of the Services under the Contract and assume the risk that the Supplier's costs related to the performance of the Contract may increase and/or Contract performance may become more difficult for the Supplier due to circumstances that are out of the Customer's control;

2.2.3. got familiarised with all internal legal acts of the Customer relevant for the proper fulfilment of the Supplier's obligations or undertake to get familiarised with them and implement them in a due manner;

2.2.4. got familiarised with all information related to the subject matter of the Contract and other documentation submitted at their request by the Customer necessary for the fulfilment of obligations assumed under the Contract and for the provision of the Services and that such documentation and submitted information are complete and fully sufficient for them to ensure proper fulfilment and quality of all obligations assumed under the Contract.

2.3. The Customer confirms that:

2.3.1. all public procurement procedures necessary for the conclusion of the Contract were carried out;

2.3.2. they will accept the Services of good quality provided under the Contract and pay for them according to the procedure established in the Contract.

2.4. If it transpires that the acknowledgements and/or representations of the Parties specified in the Contract are false and/or wrong, the Party will have to indemnify to the other Party the losses incurred by the latter as a result of such false and/or wrong acknowledgement and/or representation.

3. SUBJECT MATTER OF THE CONTRACT

3.1. According to the terms, conditions and procedure established in the Contract the Supplier undertakes, at their own risk and using their own means and materials, to provide the Services indicated in the Special Terms and Conditions and to transfer to the Customer the result of such Services; the Customer undertakes to accept the appropriately provided Services by signing the Deed of Transfer-Acceptance of Services (unless the Special Terms and Conditions establish otherwise) and to pay for them according to the procedure established in the Contract.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. Obligations of the Customer:

4.1.1. during the performance of the Contract, to cooperate with the Supplier and provide the Supplier with information reasonably required for the performance of the Contract;

4.1.2. to appoint persons responsible for the performance of the Contract, for the publication of the Contract and its amendments (if any) in observance of the Republic of Lithuania Law on Public Procurement (hereinafter – the Law on Public Procurement);

4.1.3. when the Supplier properly fulfils contractual obligations, to accept the provided Services by signing the Deed of Transfer-Acceptance of Services (unless the Special Terms and Conditions provide otherwise);

4.1.4. to pay for the provided Services accepted by the Customer the price fixed in the Special Terms and Conditions or at the rates specified in the Special Terms and Conditions;

- 4.1.5. to grant the Supplier the necessary powers to act on behalf of the Customer, where such powers are reasonably necessary for the provision of the Services;
- 4.1.6. to properly fulfil other obligations provided for in the Contract and legal acts.
- 4.2. Rights of the Customer:
 - 4.2.1. to require that the Supplier properly and timely fulfils all obligations provided for in the Contract and legal acts;
 - 4.2.2. to monitor the quality of provision of the Services and to conduct, without a separate notice, any checks of performance of the Contract necessary for the Customer;
 - 4.2.3. to require, in accordance with the procedure established in the Contract, that the Supplier replaces the employee and/or sub-supplier or the sub-supplier's employee directly providing the Services specified in the Contract, when the person appointed for the performance of the Contract improperly performs the Contract or breaches the duties specified therein;
 - 4.2.4. where any shortcomings occur in the performance of the Services provided by the Supplier and in the fulfilment of contractual obligations, to demand that the Supplier rectifies them and/or suspend payment under the Contract until the Supplier appropriately and completely eliminates (rectifies) the identified shortcomings (defects);
 - 4.2.5. to rectify, at own initiative, the shortcomings that have not been timely rectified by the Supplier and to require that the Supplier indemnifies incurred costs of rectification of the shortcomings and other losses of the Customer that exceed the above referred costs;
 - 4.2.6. to deduct penalties and reasonable losses incurred through the fault of the Supplier from the amounts payable to the Supplier, specifying this in the Deed of Transfer–Acceptance of Services.
- 4.3. Obligations of the Supplier:
 - 4.3.1. to provide the Services at own risk and for their own account with maximum diligence and effectiveness, according to the generally accepted best professional and technical standards and practices, using all required skills and know-how;
 - 4.3.2. to provide the Services in a timely manner within the time limit set in the Special Terms and Conditions;
 - 4.3.3. to ensure that at the time of conclusion of the Contract and throughout its validity term the Services are provided to the Customer by the Supplier's employees or by the sub-supplier and the sub-supplier's employees (where, in the cases indicated in the Contract, the Supplier has involved a sub-supplier) possessing the required qualifications and experience in compliance with requirements established in the Procurement Documents and legal acts. To ensure compliance of the Supplier's qualifications with the requirements of the Procurement Documents throughout the validity term of the Contract;
 - 4.3.4. to immediately notify the Customer in writing about any circumstances which hinder or are likely to hinder the provision of the Services by the Supplier according to the time limits and procedure specified in the Contract. Such notification shall not cancel the Customer's right to apply penalties under the Contract if the Services are not provided in due time;
 - 4.3.5. to cooperate with and consult the Customer on all matters pertaining to the performance and implementation of the Contract;
 - 4.3.6. unless the Special Terms and Conditions establish otherwise, to provide information and/or a report on the progress of performance of the Contract within 5 (five) calendar days from the day of receipt of the Customer's request;
 - 4.3.7. to take into account the remarks received from the Customer during the performance of the Contract regarding the quality of provision of the Services;
 - 4.3.8. to hold the Customer harmless, for own account of the Supplier, from any claims or losses arising from acts or negligence of the Supplier or persons for whom the Supplier is responsible when performing the Contract and to indemnify losses caused to the Customer and/or third parties due to such negligence, as well as due to infringement of any legal acts or of any rights of other persons;
 - 4.3.9. to ensure the fulfilment of requirements of legal acts regulating occupational safety, environmental protection and other legal acts applicable when providing the Services;
 - 4.3.10. where any danger of an incident and/or accident arises, to immediately take all preventive measures and carry out or refrain from any actions in order to avoid such incidents and if they occur – in order to avoid or reduce their consequences to the extent possible (in all specified cases the Supplier must clarify the circumstances of the incident and immediately, but without infringing requirements of legal acts, eliminate the resulting consequences and notify the Customer thereof);
 - 4.3.11. where as part of the provision of the Services specified in the Contract it is necessary to deliver and/or install equipment which is subject to specific conditions of use (operation) or maintenance – to instruct and/or train the persons appointed by the Customer to work with such equipment and to present the instructions or operating conditions of such equipment before signature of the Deed of Transfer–Acceptance of Services (if applicable);
 - 4.3.12. to rectify, for own account, the shortcomings in the provision of the Services identified by the Customer within the time limit set thereby;
 - 4.3.13. to avoid using the Customer's trademark, brand name or any other intellectual property objects in any advertising, publications, etc. without a prior written consent of the Customer;
 - 4.3.14. to fulfil in due manner other obligations specified in the Contract and legal acts.
- 4.4. Rights of the Supplier:
 - 4.4.1. to require that the Customer submits documents or other information necessary for the proper implementation of the Contract;

4.4.2. to require that the Customer accepts the provided Services of good quality in compliance with requirements of the Contract and legal acts, and pays for them in accordance with the procedure set forth in the Contract;

4.4.3. to require that the Customer appropriately and timely fulfils other obligations specified in the Contract and legal acts;

4.4.4. to exercise other rights established in the Contract and legal acts of the Republic of Lithuania.

5. DELIVERY OF THINGS OR GOODS RELATED TO THE PERFORMANCE OF THE SERVICES

5.1. Where during provision of the Services the Supplier must take certain things of the Customer and, after having provided the Services, return them to the Customer, or where for the purpose of provision of the Services the Customer supplies the Supplier with any movable things owned by the Customer, the following rules shall apply, without prejudice to other provisions of the Contract:

5.1.1. such things shall be transferred by the Customer to the Supplier at a place in the Republic of Lithuania indicated by the Customer in writing or by email;

5.1.2. within the time limits fixed in the Contract, the Supplier shall return to the Customer the transferred things to the place of delivery in the Republic of Lithuania indicated by the Customer in writing or by email;

5.1.3. such transfer of the Customer's things shall not grant the Supplier any rights to manage, use or dispose of such things, except for the rights that are necessary for the fulfilment of the Supplier's obligations under the Contract.

5.2. Where the Contract establishes that when providing the Services the Supplier must also supply certain goods to the Customer, all provisions of the Contract regarding the procedure of transfer and acceptance of the result of the Services *mutatis mutandis* shall apply to such supply of goods.

5.3. Where during provision of the Services specified in the Contract the Supplier must deliver goods to the Customer, all goods supplied to the Customer shall be delivered, unloaded and transferred by the Supplier at the address indicated in the Special Terms and Conditions or in a separate written notice of the Customer. The Supplier must estimate and include in the Tender price all services of preparation of goods for use (erection, putting into operation, testing, calibrating, programming, assembly and installation) and other services without which the Customer would be unable to use the goods for their direct purpose. These costs shall not be separately paid to the Supplier.

6. TRANSFER AND ACCEPTANCE OF THE RESULT OF THE SERVICES

6.1. The result of provision of the Services shall be transferred by signing the Deed of Transfer–Acceptance of Services by the Parties to the Contract, unless the Special Terms and Conditions establish a different procedure of transfer of results of the Services. Where the Special Terms and Conditions establish that the result of provision of the Services shall be transferred without signing the Deed of Transfer–Acceptance of Services by the Parties, *mutatis mutandis* provisions of the General Terms and Conditions regarding the conclusion of the Deed of Transfer–Acceptance of Services shall apply.

6.2. In observance of the Special Terms and Conditions the Deed of Transfer–Acceptance of Services shall be signed either after having provided a certain part of the Services (for each part separately) or after having provided all the Services specified in the Contract. The Supplier, having fulfilled the obligations specified in the Contract, shall apply to the Customer for the transfer of the result of the Services to the Customer and for the signature of the Deed of Transfer–Acceptance of Services.

6.3. The Customer must accept the Services provided appropriately and according to the terms and conditions of the Contract within the time limit fixed in the Special Terms and Conditions from the day of the Supplier's application for the signature of the Deed of Transfer–Acceptance of Services. Where the time limit of acceptance of the Services is not indicated in the Special Terms and Conditions of the Contract, the Customer must accept the appropriately provided Services within 5 (five) business days of the Supplier's application.

6.4. Where during the provision and/or transfer–acceptance of the Services it is established that the Services were provided inappropriately and their result does not comply with the requirements established in the Contract, the Customer shall have the right to refuse signing the Deed of Transfer–Acceptance of Services stating in writing the reasons for such decision and, if possible, measures to be taken by the Supplier for the purpose of ensuring that the quality of the Services meets the requirements of the Contract and that the Deed of Transfer–Acceptance of Services is signed.

6.5. If the Customer refuses signing the Deed of Transfer–Acceptance of Services and notifies the Supplier that all or any part of the Services do not meet the requirements of the Contract, the Supplier shall rectify the specified infringements (inconsistencies) of the performance of the Contract for their own account and within the time limit set by the Customer.

6.6. The Supplier warrants that at the time of signature of the Deed of Transfer–Acceptance of Services the created result shall meet the requirements of the Procurement Documents, the Tender and the Contract, and requirements established by legal acts of the Republic of Lithuania and the provided Services shall be of decent quality and free from any mistakes that could eliminate or reduce the value of the Services.

6.7. The Supplier shall be liable for any non-conformity of the result created by the provided Services existing at the moment of transfer of the Services to the Customer with the quality requirements, even if such non-conformity transpires later. Any identified reasonable shortcomings of already accepted

Services which the Customer did not notice when accepting the Services must be notified by the Customer to the Supplier within 15 (fifteen) calendar days from noticing such shortcomings. Having received the notification about the shortcomings the Supplier must rectify them within the reasonable time limit set by the Customer. If the Supplier fails to eliminate, within the set reasonable time limit, the shortcomings of the Services about which the Customer had informed them, the Supplier must indemnify to the Customer the losses incurred by the latter due to the rectification of such shortcomings by the Customer themselves or by involving third parties.

6.8. If the Supplier fails to eliminate the non-conformities with requirements of the Contract indicated by the Customer, the Customer shall not accept the Services and shall notify the Supplier thereof. Moreover, in such case, the Customer shall acquire the right to invoke all remedies to protect their rights, including termination of the Contract and/or application of the Contract performance securities and recovery of losses which exceed the Contract performance security.

7. INTELLECTUAL PROPERTY RIGHTS

7.1. The Supplier guarantees the indemnification of losses to the Customer resulting from violations by the Supplier during the performance of the Contract of any requirements, copyrights, patents, licences, drawings, models, names of services (goods) or marks of services (goods) or other intellectual property rights.

7.2. All results created when performing the Contract and acquired rights related to them, including copyrights and other intellectual property rights, from the signature of the Deed of Transfer-Acceptance of Services shall belong to the Customer (unless the Special Terms and Conditions establish otherwise) and may be used, published, disposed or transferred by the Customer to third parties without a separate consent of the Supplier.

7.3. The Customer shall have the right to use, without any additional payment, the objects of copyrights or other intellectual property rights created according to the Contract both in Lithuania and abroad. The economic rights of authors to the objects of copyrights created during provision of the Services shall be transferred to the Customer for the whole period of validity of the economic rights of authors or other intellectual property rights established by legal acts.

8. CONTRACT PRICE AND SETTLEMENT

8.1. The Contract price and the Contract pricing rules shall be established in the Special Terms and Conditions.

8.2. The Supplier must include in the Contract price all costs related to the provision of the Services, including:

8.2.1. the costs of self-supply with materials or tools necessary for provision of the Services;

8.2.2. the costs of transport;

8.2.3. the costs of wage and/or remuneration to sub-suppliers;

8.2.4. all costs related to the preparation, translation (if necessary) and submission of documents indicated in the Technical Specification and the Contract;

8.2.5. the costs of training and consulting of the Customer's employees indicated in the Special Terms and Conditions or the Technical Specification;

8.2.6. the costs of the Services provided during the after-sales or after-sales maintenance period fixed in the Special Terms and Conditions or the Technical Specification;

8.2.7. the costs of the electronic service 'E-invoice';

8.2.8. the costs provided for in paragraphs 5.1-5.3 of the General Terms and Conditions;

8.2.9. other costs and taxes related to the provision of the Services and fulfilment of other obligations specified in the Contract.

8.3. All Invoices under the Contract must be submitted by the Supplier to the Customer using the website of the electronic service 'E-invoice' (accessible at www.esaskaita.eu), excluding the cases established by laws and the Special Terms and Conditions. The Supplier may submit the Deed of Transfer-Acceptance of Services or other additional documents together with the Invoice. The VAT invoice issued by the Supplier must meet the requirements of legal acts. The Supplier's VAT identification number, the Contract number, the number and date of the signed Deed of Transfer-Acceptance of Services must also be indicated in the Invoice issued by the Supplier.

8.4. The Supplier shall have no right to require indemnification of any costs above the Contract price. The Contract price and/or the Service rates indicated in the Contract may be changed only according to the rules established in the Special Terms and Conditions, where such a possibility has been envisaged.

8.5. Upon change of the amount of VAT, the recalculation of the price shall be documented by a written agreement of the Parties which shall become an inseparable part to the Contract.

8.6. The fixed price or the fixed rate shall be recalculated without changing the fixed price or the fixed rate, excl. VAT, recalculating respectively only the VAT part. The recalculated fixed price or the fixed rate, incl. VAT, shall apply only to the quantity of services and/or goods not purchased under the Contract.

8.7. All payments under the Contract shall be made in euro by bank order to the account indicated by the Supplier.

8.8. The amount paid by the Customer to the Supplier for the Services shall be without VAT, and VAT shall be paid by the Customer into the budget of the Republic of Lithuania in accordance with the

procedure established by legal acts of the Republic of Lithuania (this condition shall apply when the Supplier is a foreign natural or legal person).

8.9. If the Supplier does not submit a residence certificate or any other certificate provided for by legal acts of the Republic of Lithuania, the amount paid to the Supplier shall be taxed in accordance with the procedure established by laws of the Republic of Lithuania (this condition shall apply when the Supplier is a natural or legal person of a foreign country that has signed with the Republic of Lithuania an international agreement and laws of the Republic of Lithuania establish (or will establish) the procedure of taxation of amounts paid to suppliers of the foreign country. The income tax shall not be withheld if the Supplier submits to the Customer together with the invoice the residence certificate or any other certificate provided for by legal acts of the Republic of Lithuania. If the Supplier does not submit the residence certificate together with the invoice, the income tax will be withheld from the amounts payable to the Supplier in accordance with the procedure established by laws of the Republic of Lithuania).

9. CONDITIONS OF CHANGE AND/OR INVOLVEMENT OF EMPLOYEES (SPECIALISTS) APPOINTED FOR THE PERFORMANCE OF THE CONTRACT

9.1. The change or the appointment of a new employee (specialist) of the Supplier or sub-supplier (if any) appointed for the performance of the Contract shall be possible only when one of the following reasons exists:

9.1.1. when the Customer is reasonably dissatisfied with the employee (specialist) appointed by the Supplier or sub-supplier for the performance of the Contract or with their competences, the Customer has the right to require in writing that the Supplier changes such employee, stating the reasons for such requirement;

9.1.2. in the case of the loss of working capacity of the employee (specialist), termination of the employment contract or any other objective reasons which must be substantiated by the Supplier.

9.2. The Supplier, having received the Customer's request indicated in subparagraph 9.1.1 of the General Terms and Conditions, must, within a reasonable time limit, but no later than within 10 (ten) calendar days, appoint another employee (specialist) or ensure that the sub-supplier appoints another employee (specialist) who meets the qualification requirements specified in the Procurement Documents, where such requirements were established for the employee (specialist) performing the Contract. Before appointing a new employee (specialist), the Supplier must inform about them the Customer and submit the documents demonstrating the qualifications of the new employee (specialist). Upon the Customer's consent, the Parties shall conclude a written agreement on the change of the employee (specialist). Such agreement shall be considered to constitute an inseparable part to the Contract.

9.3. In the case referred to in subparagraph 9.1.2 of the General Terms and Conditions the Supplier shall inform the Customer at least 3 (three) business days in advance and obtain a written consent of the Customer. Where the Procurement Documents establish qualification requirements for the employee (specialist) performing the Contract, the new (replacing) employee (specialist) must comply with all established qualification requirements. The Supplier must submit to the Customer documents demonstrating suitability. On consent of the Customer, the Parties shall conclude a written agreement on the change of the employee (specialist) or the involvement of a new employee (specialist). Such agreement shall constitute an inseparable part to the Contract.

10. CONDITIONS OF CHANGE AND INVOLVEMENT OF SUB-SUPPLIERS

10.1. The Supplier shall be responsible for all obligations assumed under the Contract irrespective of the involvement of any sub-suppliers for their fulfilment.

10.2. Before starting to perform the Contract, the Supplier undertakes to inform the Customer about the name, contact details and representatives of the sub-supplier known at that time. During the entire validity period of the Contract, the Supplier must keep the Customer informed about any changes in such information in accordance with the procedure and time limits established in the Contract, as well as about a new sub-supplier if the Supplier intends to involve one for the performance of the Services envisaged under the Contract.

10.3. Without consent of the Customer the Supplier may not change the sub-supplier indicated in their Tender or the sub-supplier regarding whose involvement the Customer had been informed before starting to perform the Contract according to the procedure established in paragraph 10.2 of the General Terms and Conditions of the Contract.

10.4. On the initiative of the Supplier, a sub-supplier may be changed in the following cases:

10.4.1. when the Supplier's sub-supplier goes bankrupt or is being liquidated;

10.4.2. when due to objective reasons (termination of legal relationships with the Supplier, refusal of the sub-supplier to provide the Services) the Supplier's sub-supplier is not capable of providing all or part of the Services specified in the Contract;

10.4.3. in the cases specified in the Law on Public Procurement.

10.5. For the purpose of changing or involving a sub-supplier, the Supplier shall notify the Customer in writing about the reasons demonstrating the need for changing or involving the sub-supplier, provide information about the new proposed or involved sub-supplier and obtain a written consent of the Customer for the change of the sub-supplier or for the appointment of the new sub-supplier.

10.6. Where the Customer is reasonably dissatisfied with the sub-supplier appointed for performance of the Contract or with the sub-supplier's competences, the Customer shall have the right to require in writing that the Supplier changes such sub-supplier stating the reasons for such requirement. Having received the Customer's request to change the Supplier's sub-supplier, the Supplier must, within a reasonable time limit, but no later than within 10 (ten) days, propose another sub-supplier for the performance of the Contract and obtain the Customer's consent.

10.7. Where in order to obtain the Customer's consent indicated in paragraphs 10.5 or 10.6 of the General Terms and Conditions the Supplier in their Tender relied on the sub-supplier's capacities, the Supplier must furnish the Customer with documents supporting conformity of the proposed sub-supplier's qualification.

10.8. When the Customer agrees with the replacement of the sub-supplier or with the involvement of a new sub-supplier, the Parties shall conclude a written agreement on the change of the sub-supplier or on the involvement of a new sub-supplier. Such agreement shall become an inseparable part to the Contract.

10.9. The Customer may settle with the sub-supplier directly, where the Special Terms and Conditions so provide. The conditions and procedure of the direct settlement shall be defined in a trilateral agreement signed by the Customer, the Supplier and the sub-supplier.

11. SECURITY OF PERFORMANCE OF CONTRACTUAL OBLIGATIONS

11.1. The manner and amount of security of performance of the Supplier's contractual obligations (hereinafter – the Contract performance security) shall be established in the Special Terms and Conditions.

11.2. Where the performance of the Supplier's contractual obligations is secured by a bank guarantee or a surety bond of an insurance undertaking:

11.2.1. the duration of validity of the bank guarantee or the surety bond of an insurance undertaking may not be shorter than the duration of validity of the Contract. Where the time limit of the performance of the Supplier's contractual obligations is extended, the time limit of validity of the bank guarantee or the surety bond of an insurance undertaking shall also be extended respectively. The Supplier shall ensure that the extension of the time limit of the bank guarantee or the surety bond of an insurance undertaking does not lead to any period during which the performance of the Supplier's obligations would not be secured;

11.2.2. the Customer must submit to the Supplier the bank guarantee or the surety bond of an insurance undertaking within 5 (five) business days from the signature of the Contract, unless the Special Terms and Conditions provide otherwise;

11.2.3. the bank guarantee or the surety bond of an insurance undertaking shall be returned to the Supplier no later than within 10 (ten) calendar days from the signature of the Deed of Transfer–Acceptance of Services, having obtained a written request of the Supplier, unless the Special Terms and Conditions provide otherwise.

11.3. Where the performance of the contractual obligations of the Parties is secured by a penalty:

11.3.1. if the Supplier fails to provide the Services within the time limit set in the Contract and/or to rectify the shortcomings of the Services within the time limit set by the Customer, the Supplier shall pay to the Customer default interest of 0.02% from the total amount of the Contract (incl. VAT) per each delayed day, unless the Special Terms and Conditions provide otherwise;

11.3.2. if the Customer delays the settlement for the appropriately and timely provided Services, the Customer shall pay to the Supplier default interest of 0.02% from the overdue amount (incl. VAT) per each delayed day, unless the Special Terms and Conditions provide otherwise.

12. LIABILITY OF THE PARTIES

12.1. Liability of the Parties shall be determined in observance of legal acts of the Republic of Lithuania and the Contract. The Parties undertake to properly fulfil all terms and conditions of the Contract and refrain from any actions by which they can cause damage to each other or impede the performance of obligations assumed by the other Party.

12.2. The use of the Contract performance security and/or the payment of penalty (fines, default interest) shall not exempt the Parties from due performance of obligations under the Contract.

12.3. The Customer shall have the right to unilaterally withhold penalty (fines, default interest) from any payments made by the Supplier.

13. FORCE MAJEURE

13.1. The Party shall be exempted from liability for the non-performance of the Contract if it proves that the Contract was not performed due to circumstances which the Party could not control and reasonably foresee at the time of conclusion of the Contract and could not preclude the occurrence of such circumstances of consequences thereof (force majeure).

13.2. Force majeure circumstances are specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for Exemption from Liability upon Occurrence of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 on the approval of the rules for exemption from liability upon occurrence of force majeure. When determining force majeure the Parties shall act in observance of Resolution No 222 of the Government of the Republic of Lithuania of 13

March 1997 on the approval of the description of the procedure for issuing certificates to evidence force majeure.

13.3. The Party unable to perform its obligations under the Contract due to the impact of force majeure must notify the other Party thereof in writing within 10 (ten) days from the beginning of such circumstances or within another time limit agreed by the Parties under the Special Terms and Conditions.

13.4. When force majeure circumstances cease, the Parties shall continue fulfilling their obligations provided for in the Contract, unless they have agreed otherwise.

13.5. Where force majeure and consequences thereof persist for more than 3 (three) months each Party shall have the right to refuse performing its obligations and to terminate the Contract.

14. CONTRACT VALIDITY, AMENDMENT AND TERMINATION

14.1. The Contract shall enter into force from the day of its signature and submission to the Customer of the Supplier's Contract performance security (where the Special Terms and Conditions so provide) and shall remain effective until the full performance of the obligations. The time limit of provision of the Services may not be longer than fixed under the Special Terms and Conditions.

14.2. During the term of validity of the Contract its terms and conditions may be amended in the cases specified in Article 89 of the Law on Public Procurement and the Contract.

14.3. Amendments to the Contract shall be valid only if they are executed by a written agreement of the Parties to the Contract. Agreements of the Parties on amendments to the Contract shall become an inseparable part thereto.

14.4. The Contract may be terminated by:

14.4.1. a written agreement of both Parties;

14.4.2. a unilateral decision of the Customer. Without prejudice to other remedies for the breach of the Contract, the Customer shall have the right, without going to the court, to unilaterally terminate the Contract, notifying the Supplier in writing 15 (fifteen) calendar days in advance (unless the Special Terms and Conditions establish a different time limit) in the following cases:

14.4.2.1. the Supplier fails to provide all or part of the Services within the time limit fixed in the Contract;

14.4.2.2. the Contract is amended in violation of Article 89 of the Law on Public Procurement or conditions of amendment of the Contract provided for therein;

14.4.2.3. it transpires that the Supplier who was awarded the Contract had to be excluded from the procurement procedure within the meaning of Article 46(1) of the Law on Public Procurement;

14.4.2.4. it transpires that the Contract should not have been concluded with the Supplier because the Court of Justice of the European Union in the proceedings according to Article 258 of the Treaty on the Functioning of the European Union has recognised that the obligations under the founding treaties of the European Union and Directive 2014/24/ES were not fulfilled;

14.4.2.5. the Supplier commits a material breach of the Contract indicated in Chapter 4 of the Special Terms and Conditions;

14.4.3. a unilateral decision of the Supplier. Without prejudice to other remedies available for the breach of the Contract the Supplier shall have the right, without going to court, to unilaterally terminate the Contract notifying the Customer in writing 15 (fifteen) calendar days in advance when the Customer commits a material breach of the Contract indicated in Chapter 4 of the Special Terms and Conditions (unless the Special Terms and Conditions provide for a different time limit);

14.4.4. a decision of any of the Parties at any time notifying the other Party to the Contract thereof in writing 15 (fifteen) calendar days in advance, when the other Party goes bankrupt, becomes insolvent or is under liquidation.

14.5. The termination of the Contract shall not cancel the right to require indemnification of losses arising from the non-performance of the Contract. Where the Contract is terminated due to circumstances indicated in subparagraphs 14.4.2.1 and 14.4.2.3–14.4.2.5 of the General Terms and Conditions, the Supplier undertakes to pay a fine in the amount of 5% (five percent) from the Contract value (unless the Special Terms and Conditions provide for a different amount); such fine shall be considered to be minimum losses incurred by the Customer due to the termination of the Contract that need not to be proved. Moreover, the Customer shall have the right to require indemnification of other losses incurred by the Customer in excess of the specified amount of the fine.

14.6. In the case of the termination of the Contract the Customer shall pay to the Supplier for the actually and appropriately provided Services (where according to the nature of the Contract the procurement object is divisible), having deducted the penalty specified in the Contract (if such penalty is applied under the Contract).

15. CONFIDENTIALITY AND PERSONAL DATA PROTECTION

15.1. All information communicated in any form or manner by one Party to the other Party (even if it is not designated as 'confidential') regarding the conclusion, content and performance of the Contract shall be considered to be confidential, except for the information which must be made public in accordance with the procedure established by the Law on Public Procurement, and information which in observance of legal acts of the European Union and the Republic of Lithuania may not be considered to be confidential or which is required by law enforcement, control (audit) and public authorities in accordance with the procedure established by legal acts.

15.2. Each Party undertakes to protect all confidential information received from the other Party and not to use such information for the purposes other than those specified in the Contract. For duly substantiated reasons, the Parties shall have the right to request that the Party's employees or sub-suppliers participating in performance of the Contract sign a separate non-disclosure agreement.

15.3. The Supplier undertakes to process personal data obtained and accessed during the performance of the Contract in observance of requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and of other legal acts.

15.4. Where during the performance of the Contract personal data will be processed for the purpose of establishing personal data processing conditions the Parties shall conclude a personal data processing agreement. Such agreement shall constitute an inseparable part to the Contract.

15.5. The Supplier undertakes to implement appropriate technical, organisational and legal measures ensuring security of personal data. The specified measures shall ensure the level of security corresponding to the arising risks.

15.6. Where necessary, in order to make sure that personal data protection requirements are properly fulfilled, the Customer shall have the right to require from the Supplier the submission of a detailed report on the actions or measures implemented in relation to the processing and protection of personal data, and/or to instruct competent entities or institutions to conduct an audit of such personal data.

15.7. The Supplier may not use any part of the Contract or the Customer's name for marketing purposes without a prior written consent of the Customer.

15.8. If the Party to the Contract unlawfully discloses confidential information or personal data or breaches other provisions of the Chapter of the Contract, the injured Party to the Contract shall have the right to require from the other Party to the Contract the payment of a fine in the amount of 5% (five percent) from the Contract value (unless the Special Terms and Conditions provide for a different amount) which shall be considered to be minimum losses that need not to be proved and indemnification of other incurred losses exceeding the specified amount of the fine.

15.9. Provisions of this Chapter of the Contract shall apply for an unlimited term after the expiration or termination of the Contract.

16. DISPUTE SETTLEMENT

16.1. All disputes or disagreements likely to arise from and/or in relation the Contract shall be settled by way of negotiations.

16.2. Where a dispute arising from the Contract cannot be settled by way of negotiations, such dispute shall be adjudicated before a court of the Republic of Lithuania in accordance with the procedure established by laws of the Republic of Lithuania.

17. FINAL PROVISIONS

17.1. Any amendments to the provisions of the General Terms and Conditions made by the Parties to the Contract shall be indicated in the Special Terms and Conditions.

17.2. Any notifications or other correspondence shall be delivered to the responsible persons specified in the Special Terms and Conditions personally or shall be sent by registered mail or email to the addresses indicated in the Special Terms and Conditions.

17.3. For the Contract performance purposes the Parties shall use the names, addresses and other requisites of the Parties indicated in the Special Terms and Conditions. Any changes in the Parties' names, addresses and other requisites of the entity indicated in the Contract must be notified by the Parties to each other without undue delay. The Party failing to fulfil this requirement may not bring any claims or replications that the counterparty's actions carried out according to the last requisites known to the latter do not comply with the terms and conditions of the Contract or that the Party has not received notifications sent using the requisites specified in the Contract.

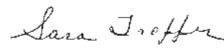
17.4. Neither of the Parties shall have the right to transfer in full or in part the rights and obligations according to the Contract to any third party without a prior written consent of the other Party.

17.5. All other matters of performance of the Contract that are not regulated by the Contract shall be addressed in observance of laws and other legal acts of the Republic of Lithuania.

CUSTOMER
Bank of Lithuania

Giedrius Ruseckas
Head of the Public Procurement Division
of the Corporate Services Department

SUPPLIER
Soaring Sentences LTD


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