

TRIPARTITE AGREEMENT FOR DIRECT SETTLEMENT WITH THE SUB-SUPPLIER

Buyer _____, a private limited liability company legally registered and operating in accordance with the laws of the Republic of Lithuania, legal entity code _____, VAT identification number _____, registered office address _____, _____ Vilnius, the Republic of Lithuania, data on which is collected and stored by the State Enterprise Centre of Registers, represented by *[position, name, surname of the person signing the Agreement on behalf of the company]* operating in accordance with *[basis of representation]* (hereinafter referred to as the Buyer),

Service Provider _____, a public/private limited liability company legally registered and operating in accordance with the laws of the Republic of Lithuania, legal entity code [____], VAT identification number [____], registered office address [____], the Republic of Lithuania, data on which is collected and stored by [____], represented by *[position, name, surname of the person signing the Agreement on behalf of the company]* operating in accordance with *[basis of representation]* (hereinafter referred to as the Service Provider), and

Sub-Supplier _____, a public/private limited liability company legally registered and operating in accordance with the laws of the Republic of Lithuania, legal entity code [____], VAT identification number [____], registered office address [____], the Republic of Lithuania, data on which is collected and stored by [____], represented by *[position, name, surname of the person signing the Agreement on behalf of the company]* operating in accordance with *[basis of representation]* (hereinafter referred to as the Sub-Supplier),

The Buyer and Service Provider and Sub-Supplier shall each individually be hereinafter referred to as a Party, collectively referred to as the Parties,

whereas:

- The Buyer and the Service Provider have entered into an agreement No. ____ for provision of *(insert the object of the contract)* services (hereinafter referred to as the Services Agreement) on ____ 20__.
- The Service Provider has engaged the Sub-Supplier for the part of the Services Agreement, i.e., to provide the services (hereinafter referred to as the Services) specified in Clause(s) ____ of the Technical Specification of the Services Agreement, which is provided for and indicated in the tender of the Service Provider *or, if the Sub-supplier was not known at the time of submission of the Tender*, which is provided for in the Tender of the Service Provider and indicated on ____ 20__ notification concerning _____;
- Article 88 (2) of the Law on Public Procurement of the Republic of Lithuania / Article 96 (2) of Law on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors of the Republic of Lithuania *(select applicable)* provides for the Sub-Supplier's right to use the option of direct settlement;
- The Sub-Supplier on ____ 20__ has submitted to the Buyer in writing a reasonable request to settle for the Services provided for in Clause(s) ____ of the Technical Specification *or* in Clause ____ of the Special Part of the Services Agreement directly, indicating the amount to be paid to the Sub-Supplier agreed upon with the Service Provider (hereinafter referred to as the Request);
- The Sub-Supplier has submitted to the Buyer the confirmation of the Service Provider concerning the settlement of the amount payable to the Sub-Supplier;

have concluded this Tripartite Agreement (hereinafter referred to as the Agreement).

1. OBJECT OF THE AGREEMENT

- 1.1. The Buyer undertakes to settle directly with the Sub-Supplier for the services provided in accordance with the Services Agreement under the conditions and procedure specified in the Agreement.

2. SETTLEMENT PROCEDURE

- 2.1. The Buyer undertakes to pay the Sub-Supplier for high-quality Services provided in the amount of **EUR amount in figures (amount in words euros)** within __ (_____) calendar days from the date of signing the Certificate of Transfer and Acceptance of the Services and receipt of the VAT invoice or other type of invoice to be issued.
- 2.2. Invoices for high-quality Services provided by the Sub-Supplier shall be submitted to the Buyer using the electronic service 'E-Invoice' (the website of the electronic service 'E-Invoice' is available at www.esaskaita.eu).
- 2.3. All settlements under this Agreement shall be made in euros. *(Specify if other currency than the national is use for settling).*
- 2.4. Interest on arrears for late settlements under the Agreement shall be **(insert value)**% of the unpaid amount for each late calendar day.

3. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 3.1. The Sub-Supplier undertakes to provide Services in compliance with all quality requirements that also apply to the Service Provider.
- 3.2. The Service Provider undertakes to ensure that the Sub-Supplier provides the Services in compliance with the quality requirements and requirements of all relevant laws and other legal acts of the Republic of Lithuania.
- 3.3. The Service Provider shall have the right to object to unreasonable payments under this Agreement.
- 3.4. The Service Provider undertakes to accept the high-quality Services provided by the Sub-Supplier and to pay for them on time according to the settlement procedure specified in the Agreement.
- 3.5. Under this Agreement, the Buyer shall acquire the same right of claim against the Sub-Supplier concerning the quality of the Services provided and the elimination of defects as the Service Provider has.

4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 4.1. Each Party hereby represents and warrants to the other Party that:
 - 4.1.1. The Party has performed all legal actions necessary for the Agreement to be properly concluded and valid;
 - 4.1.2. When concluding the Agreement, the Party does not exceed its competence and does not violate the legal acts, rules, statutes, court decisions, articles of association, regulations, ordinances, obligations and agreements that are binding thereon;
 - 4.1.3. The representatives of the Party who signed this Agreement are duly authorised by the Party to sign it and the personal data of the Parties and/or their representatives, necessary for the proper conclusion of the Agreement, are not considered to be confidential information;
 - 4.1.4. The Agreement is a valid, legal and binding obligation of the Party, the performance of which may be demanded according to the terms and conditions of the Agreement;
 - 4.1.5. On the date of entry into force of the Agreement, the terms and conditions of this Agreement are clear to and enforceable on the Parties;
 - 4.1.6. Neither the conclusion of this Agreement, nor the performance of the Parties' obligations under this Agreement contradicts or violates (i) any decision, order, ordinance or instruction of any court, arbitration, state or municipal authority that is applicable to the Parties; (ii) any contract or other transaction to which the relevant Party is a party to, or (iii) the provisions of any law or other legal normative act applicable to the Parties.
- 4.2. The Sub-Supplier hereby confirms its obligations that:
 - 4.2.1. It must provide/has provided **(select applicable)** the following services according to the Services Agreement: _____ (hereinafter referred to as Services).
- 4.3. The Buyer hereby confirms that:

- 4.3.1. It shall accept/has accepted *(select applicable)* the Services, specified in Clause 2.1 of this Agreement, provided by the Sub-Supplier of the Service Provider under the Services Agreement, provided that the Services provided meet all the quality requirements set forth in the Services Agreement;
- 4.3.2. It has not settled with the Service Provider for the Services being provided/provided *(select applicable)* by the Sub-Supplier.
- 4.4. The Service Provider hereby confirms that:
- 4.4.1. The Sub-Supplier must provide/had to provide *(select applicable)* the following Services in accordance with the Services Agreement: _____;
- 4.4.2. The Buyer has not settled with the Service Provider for the Services being provided/provided *(select applicable)* by the Sub-Supplier.
- 4.4.3. It has no objection to the Buyer settling directly with the Sub-Supplier for the Services being provided/provided *(select applicable)* at the price according to the rate(s) set in the Services Agreement, except for the case set forth in Clause 3.3 of the Agreement.
- 4.4.4. It shall be directly liable to the Buyer for non-fulfilment or improper fulfilment of the Sub-Supplier's obligations, i.e., it shall be liable to Buyer for deficiencies in the Sub-Supplier's Services discovered during the warranty period;
- 4.5. After the Sub-Supplier fulfils its obligations, the Service Provider must provide the Buyer with written representation that the Sub-Supplier has properly fulfilled the obligations stipulated in the Services Agreement and that the Services provided by the Sub-Supplier meet all the quality requirements set out in the Services Agreement.
- 4.6. If it turns out that the representation(s) and/or statement(s) of the Parties referred to in this Agreement are false and/or misleading, then the Party must compensate the other Party for such false and/or misleading representation(s) and/or statement(s).
- 4.7. This Agreement has been concluded based on the provisions of the Law on Public Procurement of the Republic of Lithuania / Law on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors of the Republic of Lithuania *(select applicable)* and the Services Agreement and other legal acts. In the event that the terms and conditions of this Agreement do not meet the requirements set forth in the Law on Public Procurement of the Republic of Lithuania / Law on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors of the Republic of Lithuania *(select applicable)*, the provisions of the law shall apply. The Parties hereby state and confirm that the provisions of this Agreement do not contradict the provisions of the Services Agreement.

5. ENTRY INTO FORCE AND VALIDITY OF THE AGREEMENT

- 5.1. This Agreement shall enter into force upon signing the Agreement and shall be valid until the full fulfilment of the contractual obligations, but not longer than the validity of the Services Agreement.

6. FINAL PROVISIONS

- 6.1. All relations between the Parties arising from this Agreement and not discussed in the terms and conditions thereof shall be regulated by the laws and other legal acts of the Republic of Lithuania.
- 6.2. The Service Provider understands and shall not object that the amount payable by the Buyer to the Service Provider under the Services Agreement is reduced by the amount that is paid directly to the Sub-Supplier under this Agreement. Amounts paid directly to the Sub-Supplier in accordance with this Agreement shall not be included in the invoices provided to the Buyer by the Service Provider.
- 6.3. The Parties undertake to resolve all disputes concerning the performance of this Agreement through negotiations. If the Parties cannot resolve these disputes through negotiations, they shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.

6.4. This Agreement shall be concluded in three counterparts of equal legal force, one for each Party.

7. ANNEXES

7.1. Each Annex to this Agreement shall form an integral part thereof. Each Party shall receive one copy of each Annex to the Agreement.

8. DETAILS OF THE PARTIES

Sub-Supplier

Name

Address

Legal entity code:

VAT identification number:

Bank account No.

Bank

Bank code

Tel.:

Fax:

Service Provider

Name

Address

Legal entity code:

VAT identification number:

Bank account No.

Bank

Bank code

Tel.:

Fax:

(position title, name, surname, signature)

(position title, name, surname, signature)

Buyer

Name

Address

Legal entity code:

VAT identification number:

Bank account No.

Bank

Bank code

Tel.:

Fax:

(position title, name, surname, signature)