

Sales Contract No.

concluded on 2021-.....-..... in Vilnius between:

- 1) **LLC LTG Link** based in Geležinkelio str. 16, Vilnius LT-02100, Lithuania, hereinafter referred to as "**Buyer**", represented by:
Linas Baužys – CEO.

and

- 2) **Voith Turbo sp. z o.o.** based in Majków Duży, entered into the National Court Register by the District Court for Łódź -Śródmieście in Łódź, XX Commercial Division of the National Court Register under KRS number 0000138211, hereinafter referred to as "**Supplier**" represented by:
Mariusz Patecki – Proxy, Head of Sales Division Turbo Business Line Mobility

1. Definitions

For the purposes of this contract, the following definitions shall apply:

1.1 **Documents** – following agreed documents in English:

a) **Quality certificate** - The 3.1 quality certificate shall be provided together with each overhauled set of the Goods, by which the Supplier guarantees quality of the services rendered and the materials used during repairs. The quality certificate must contain the test bench report of each repaired axial gear.

b) **Invoice** is an Account, invoice, credit and debit documents for value added tax (VAT).

c) **CMR** - The International Consignment Note based on which the transport of Goods is executed

1.2 **Fault** – means any malfunction or discrepancy between the Delivery items technical condition and technical requirements stated in the documents (in technical documentation/specification) which divests or reduces its value or utility assumed in this contract, and for which the Supplier is responsible.

1.3 **European standard for electronic invoicing** means the European standard for electronic invoicing, the reference of which was published in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference to the European standard on electronic invoicing and the list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19).

1.4 **E-account information system** means a state information system for the preparation, presentation and retention of Accounts for the purchase of goods, services and works by means of information technology, as well as information on the payment of submitted Invoices (the website of the electronic service "e-account" is available at www.esaskaita.eu).

1.5 **Goods** – one set of KE456 and SK456 axial gears including torque arms from Pesa vehicle type 620M.

1.6 **Services** – the scope of work to be performed on Goods, whose specifications and technical requirements are set out in Annex 1 to this Contract.

2. Subject of the contract

- 2.1 The subject of the sales contract (hereinafter referred to as the Contract) is the overhaul services of type KE 456 and SK 456 axial gears (hereinafter referred to as 'Services or services').
- 2.2 The Buyer places orders for performing the Services on particular Goods The Supplier is obliged to perform the overhaul of the Goods in the scope, quantity, quality, specifications, and technical requirements set out in Annex 1 to this contract.
- 2.3 The Supplier undertakes to:
- 2.3.1. to consistently fulfil the obligations under the Contract and the technical specification, including the resolution of service deficiencies. The supplier shall provide all necessary equipment, safety at work and the workforce necessary for the performance of the Contract;
 - 2.3.2. to provide services which comply with the requirements laid down in the Contract and its Annexes;
 - 2.3.3. to comply with all provisions of laws and regulations in force in the Republic of Lithuania and to ensure that employees of the supplier or sub-provider (if applicable) comply with them. The Supplier shall guarantee the Buyer and / or a third party damages if the employees of the Supplier or sub-provider (if applicable) do not comply with the requirements of the laws, regulations and any claims or proceedings are made;
 - 2.3.4. ensure the confidentiality and protection of information received from the Buyer during the performance of the Contract and related to the performance of the Contract.
 - 2.3.5. within the time limit set by the Buyer to compensate the Buyer at his own expense any loss or damage caused by the supplier's improper performance or non-performance of the Contract;
 - 2.3.6. upon termination of the Contract due to the fault of the Supplier, to compensate the Buyer for all losses incurred by him, including, but not limited to, the price difference resulting from the Buyer's acquisition of missing services from third parties;
 - 2.3.7. not to use Buyer's marks or title in any advertisement, publication or other advertisement without the Buyer's prior written consent;
 - 2.3.8. ensure that, at the time of conclusion of the Contract and throughout its period of validity, the supplier's or sub-supplier (if applicable) staff have the necessary qualifications and experience to provide the services;
 - 2.3.9. at the written request of the Buyer to return all documents necessary for the performance of the Contract received from the Buyer;
 - 2.3.10. the Supplier undertakes to the Buyer that the Contract will be carried out only by persons entitled to such a right;
 - 2.3.11. to address, expeditiously and on its own account, any observed deficiencies and inaccuracies in the services provided and to resolve all related issues and problems within its competence;
 - 2.3.12. to properly fulfill other obligations provided for in the Contract, its Annexes and existing legal acts of the Republic of Lithuania.
- 2.4 The Supplier shall be entitled to receive the payment for the Services, provided that he duly executes this Contract.

- 2.5 The Supplier has other rights provided for in the Contract and in the legal acts in force in the Republic of Lithuania.
- 2.6 The Buyer undertakes to:
- 2.6.1 collect the Goods from the Supplier and to pay the Supplier the price for the Service at the amount and on terms specified in points 3 and 4 below;
 - 2.6.2 accept the Services provided at a time agreed by the Parties, provided that they meet the requirements of this Contract;
 - 2.6.3 where possible by the nature of the services, to verify the services rendered at the time of acceptance and to verify the results of the verification;
 - 2.6.4 to pay the price of the Contract in accordance with the procedure and time limits laid down in the Contract;
 - 2.6.5 to provide the Supplier with the information and/or documents necessary for the performance of the Contract.
 - 2.6.6 to properly fulfil the other obligations laid down in the Contract and its Annexes.
- 2.7 The Buyer has other rights provided for in the Contract and in the legal acts in force in the Republic of Lithuania.
- 2.8 The Parties agree to keep the terms and conditions of the Contract, all documentation and information, acquired by the contractual Parties from each other during execution of the Contract, confidential and not to distribute any information about the Party to third parties without its prior written consent, unless it is necessary according to the procedure established by laws of the Republic of Lithuania or in order to protect damaged interests. The guilty Party must compensate losses caused by distribution of information under this Contract, unless otherwise provided for in this paragraph.

3. Price and total amount of the contract

- 3.1 The purchase of services is subject to fixed-rate pricing (purchased on demand at the rates provided for in the Contract, up to the maximum price in the Contract referred to in point 3.2 in the Contract).
- 3.2 The maximum price of the Contract is 420.000,00 EUR (four hundred and twenty thousand EUR, 00 ct) without VAT;
- The price for one KE456 axial gear repair services is 5.920,00 EUR (five thousand and nine hundred twenty EUR, 00 ct) without VAT and the price for one SK456 axial gear repair services is 7.130,00 EUR (seven thousand and one hundred thirty EUR, 00 ct) without VAT;
- VAT – not applicable in accordance with Article 49 of the Law on Value Added Tax of the Republic of Lithuania.
- 3.3 The prices set out in point 3.2 shall be increased by VAT at the rate and on principles laid down in applicable law.
- 3.4 The services cost/cost specified in the final offer will not be subject to changes in the execution of the Contract.
- 3.5 The Service fee shall include all taxes and all other costs associated with the execution of the Contract.
- 3.6 In the event of a Contract, where there is a need to purchase the Services not provided for in the Contract but related to the subject matter of the contract/subject matter of the Contract (other characteristics/parameters or identical/similar use), the Buyer shall apply to the Supplier for a request

to provide the prices of unforeseen Services (commercial offer), noting that the prices of the Services to be purchased may not be higher than the market prices. Upon receipt of the supplier's price for non-contractual Services (commercial offer), the Buyer shall conduct a market price survey (telephone and/or written and/or online search), thereby assessing whether the prices presented are in line with the market. If the Supplier's bids are set to higher than the markets, the Buyer asks the Supplier to reduce them. Only after an objective assessment and possession of supporting/proving documents that the prices of services not provided for in the Agreement provided by the Supplier correspond to market prices may they be purchased in accordance with this Contract. The total value to be purchased for the services provided for shall not exceed 10 (ten) percent of the maximum price of the Contract, exclusive of VAT, (without increasing it). The cost of unforeseen Services with the Buyer must be combined in advance.

3.7 During the performance of the Service, no modernizations of the objects being repaired may be carried out without alignment with the Buyer.

3.8 Given the nature of the contract to be concluded, Buyer does not provide for direct settlement with sub-suppliers.

4. Terms of payment

4.1 Terms of payment – after the delivery of the Goods has been completed, payment is made for a specific quantity at fixed rates (point 3.2 of the Contract) over 30 (thirty) calendar days from an invoice date.

4.2 The Supplier shall issue a separate invoice for each delivered overhauled Goods.

4.3 In the event of overdue payments appear and if there is no any disputes between Parties regarding mentioned delivery, the next delivery will not be released until the overdue amount has been accounted for.

4.4 Payments shall be made by bank transfer to the Supplier's account indicated on the VAT invoice.

4.5 The Parties mutually agree that the payment date shall be deemed as a date of the Supplier's bank account being credited.

4.6 In case of payment delays which happened through the fault of the Buyer, the Buyer shall pay the Supplier statutory interest for the delay.

4.7 The Buyer shall have the right to unilaterally set off the amount of instalments charged to the Supplier after informing the Supplier about such intention.

4.8 The Buyer has the right to suspend payments to the Supplier if he fails or improperly fulfils any obligations entered into by the Contract or provided for in legal acts until these obligations have been properly fulfilled. The Buyer shall have the right to suspend payments after informing the Supplier about such intention.

4.9 The Buyer shall have the right not to pay invoices that do not comply with the European standard for electronic invoicing if they are provided by the Supplier by means of a non-e-invoice information system.

5. Delivery date, terms and conditions

5.1 Services shall be provided no later than 60 (sixty) calendar days. If the Supplier reasonably determines within 30 (thirty) calendar days after acceptance of Goods for repair (a fault inspection report is to be

provided) that unforeseen parts / units are necessary for repairs, the Parties shall agree upon another period for provision of the Services.

- 5.2 The date stated by the Supplier's representative in the CMR shall be deemed to be the date for receipt of Goods for performing the Service and is a starting date for calculation of delivery date defined in point 5.1. The Supplier shall inform the Buyer of receipt of the Goods by sending an appropriately prepared scanned CMR to the following e-mail: [REDACTED]
- 5.3 The date stated by the Buyer's representative in the CMR shall be deemed to be the delivery date the Goods by the Buyer after completed Service per this Contract, thereby confirming the receipt of the Goods. The Buyer shall notify the Supplier on receipt of Goods after Service by sending the appropriately filled in and scanned CMR to the following e-mail address: voithturbo.polska@voith.com
- 5.4 A risk of loss or damage of the Goods shall be transferred onto the Buyer at the moment of unloading the Goods in the Buyers location. The Supplier bears the risk while unloading the Goods.
- 5.5 Terms of delivery of the Goods under the Contract will take place in accordance with Incoterms 2020, DAP Vilnius. Place of delivery of the Goods: the seat of the Buyer for the following address: Švitrigailos 39 or Pramonės 78, Vilnius, Lithuania. The Supplier arranges and executes the delivery of the Goods on his own.
- 5.6 The Buyer will inform Supplier and make available the Goods overhaul to be receipted by the Supplier. Goods prepared by the Buyer to being disposal by the Supplier should be set on the special transport frame in the right places, it should be clean and free of engine and transmission oil and cooling fluid.
- 5.7 The Supplier obliges to take the Goods from the Buyer within 10 working days from sent written information about prepared Goods.

6. Warranty

- 6.1 The Supplier warrants that the Delivery items are free from defects in construction, workmanship, materials and assembly, and that they meet the technical specification constituting Annex 1 to this contract.
- 2.2 The Supplier grants a warranty for the period of 12-month (twelve) for the Service performed by Supplier, 24-month (twenty-four) for the parts/units exchanged while performance of the overhaul calculated from date of installation and successfully performing the train test run day.
- 6.3 Train Test run will be performed at the latest within 30 days after delivery date of the Goods.
- 6.4 The first start-up shall be confirmed by a start-up protocol drawn up with participation of the Supplier's representative and signed by both Parties.
- 6.5 The Goods have to be maintained in accordance with the Maintenance Manual of the Goods and on the dates prescribed. All maintenance work performed during the warranty period must be performed by personnel with the appropriate qualifications and skills and usage of original spare parts is necessary. Each review must be confirmed in the vehicle maintenance book. It is allowed to carry out maintenance work during the warranty period by the Buyer - after appropriate training and under the conditions as above.
- 6.6 The services must be provided qualitatively in accordance with the requirements laid down in the Contract and its Annexes. If it is established that the Services are defective, the Supplier must correct the service deficiencies within 5 (five) calendar days from the moment the Buyer notices the

defective Services to the Supplier. If it is established that warranty repairs have to be carried out at the Supplier's production facilities, the Parties shall agree upon a reasonable period for additional repair works.

- 6.7 Within the warranty period the Buyer shall notify the Supplier in writing about any Faults their occurrence just after occurrence of the Fault. The complete notification shall contain a serial number, a name of the Component in which the Defect occurred, number of the vehicle, mileage of the vehicle, date when the vehicle was commissioned and description of the Defect. The notification sent by fax or e-mail shall be deemed delivered at the moment of a proper data transmission.
- 6.8 If the claim is accepted the Supplier decides about means and actions to be done. The performed repair has to restore full functionality of the claimed Goods.
- 6.9 Defects revealed during the warranty period shall be eliminated by the Supplier at its own expense and capacity.
- 6.10 Warranty liability includes the Supplier's obligation – at the discretion of the Supplier - to repair the fault or deliver a new Goods within a timeframe agreed in writing by the Parties. The Supplier undertakes to present the Buyer a report on the fault and the method for its repair or replace the Goods.
- 6.11 Warranty period for the parts replaced under the warranty shall amount to 6 months of their start-up, however maximum 12 months following their delivery, but not shorter than by the expiry of the warranty for the complete Goods.
- 6.12 In case the Supplier does not properly repair the fault within a time agreed in writing with the Buyer or does not replace the Goods with a new or if the Supplier gives a written notice they are not in the position to repair the fault within agreed time or make a new delivery of Goods, the Buyer, at its choice, has the right to:
 - 6.12.1 repair the fault or have the elements (parts and components) to be replaced delivered on their own at the Supplier's expense, with a reservation that the Supplier is obliged to cover justified, direct costs duly documented in writing, limited to the amount of costs justified by the Supplier, which it would incur in this case, less travel costs;
 - 6.12.2 commission the repair or ordering the elements (parts and components) to be replaced from a third party, chosen by the Buyer and accepted in writing by the Supplier, and to afterwards charge the Supplier for the costs of such repair, with a reservation that the Supplier is obliged to cover justified, direct costs duly documented in writing, limited to the amount of costs justified by the Supplier, which it would incur in this case, less travel costs;
 - 6.12.3 agree in writing another reasonable deadline for the fault repair or delivery of new Goods under threat of reducing the price; shall the Supplier not fulfil this obligation in the agreed time, the Buyer has the right to demand an appropriate price reduction.
- 6.13 The Supplier shall not be liable in particular in the following cases: improper use of the Goods, improper installation or start-up performed by the Buyer, use of non-original spare parts and materials, standard wear during operation, improper maintenance
- 6.14 In case of unjustified claims for the faults the Supplier is not responsible for, both parties have a right to calculate a cost of the Supplier's service action. If both parties agree in writing on the amount of cost of the Supplier's service action, the Supplier has a right to ask the Buyer to compensate such costs incurred by the Supplier. In this case the Supplier must provide service action report, calculation and other documents to justify the Supplier's costs.

- 6.15 Claim submission does not entitle the Buyer to withhold any payments to the Supplier, in particular paying the price for the delivered Goods.
- 6.16 The Parties mutually agree that the Buyer's warranty claims are limited only to the rights resulting from point 6. In particular claims for loss of profit, downtime costs, and other damage to property as well as claim of third parties are excluded.
- 6.17 If demounting / mounting of the unit is required during the warranty period, demounting / mounting of the unit is carried out by the Buyer and the Supplier reimburses the Buyer for demounting / mounting of the unit in the amount of up to EUR 1 500 (one thousand five hundred EUR) per demounting / mounting.

7. Industrial and intangible property rights

- 7.1 Should the use of the delivered Goods infringe industrial property rights or copyrights of third parties, the Supplier shall obtain and grant relevant licenses to the Buyer to allow the Buyer to use the Goods with their intended purpose and/or to modify the Goods in a manner which can be accepted by the Buyer, thus the infringement of industrial property rights or copyrights of third parties will no longer be applicable. Should the above not be possible at economically reasonable conditions or within a reasonable time, and the Buyer's claim with regard to the above is justified, the Buyer has the right to withdraw from the contract within 6 months of the date of summons to cease infringement. The Buyer is not entitled to any further claims.
- 7.2 The above-mentioned Supplier's obligations are not applicable, if the Goods were serviced according to the Buyer's description or specification, or the Goods are based on a combination of parts and appliances with products of third parties.

8. Liability; Contractual penalties

- If one of the parties does not fulfil or improperly fulfils its obligations under the Contract, the guilty party will have to compensate for the direct damage suffered by the other party as a result of non-compliance with the terms of the Contract or improper performance of the terms of the Contract.
- 8.2 If the Supplier not comply with the Contract clause 5.1, from the following day, the Buyer shall calculate interest of 0,1 (one-tenth) per cent on each delayed calendar day from the price of services not provided on a calendar day, including VAT, if applicable to the Contract, for a total maximum interest rate of 20 (twenty) per cent of the Contract price including VAT, if applicable to the Contract, from the following day.
- 8.3 If the Buyer delays payment of the quality Services provided and transferred by the Supplier properly within the time limit specified in the Contract, the Supplier shall, from the following day, calculate to the Buyer interest of 0,1 (one-tenth) percent of the amount outstanding, including VAT, if applicable to the Contract, the total maximum limit for the calculation of interest on interest by setting 20 (twenty) percent of the contract price, including VAT, if applicable to the Contract.
- 8.4 Direct and/or indirect damages (damage) caused by any act or omission of any party other party, except if the loss, damage caused by the intentional or gross negligence of the Party or in other cases provided for in legal acts may not exceed the contract price including VAT laid down in Clause 3.2 of the Contract.

9. SUPERIOR FORCE CIRCUMSTANCES (FORCE MAJEURE) AND STATE'S ACTION

- 9.1.1. During the term of the Contract, a Party may be fully or partially exempted from fulfilling of its obligations and civil liability (outcomes) if it proves that the Contract was not been followed in whole or in part due to force majeure.
- 9.1.2. The Parties will distinguish the circumstances of force majeure as defined in Article 6.212 of the Republics of Lithuania Civil Code and the Republics of Lithuania Government's July's 15th, 1996 resolution no. 840 "Exemptions in case of Force Majeure". Force majeure conditions must be determined on a case-by-case basis and the Party invoking force majeure must demonstrate that the force majeure circumstances have a direct and immediate effect on the execution of the Contract and prove all of the following:
 - 9.1.2.1. The circumstances invoked by the Party were not at the time of the compilation of the Contract and could not have been reasonably foreseen;
 - 9.1.2.2. Due to the circumstances, the Contract cannot be objectively carried out;
 - 9.1.2.3. The party failing, to perform the Contract could was unable to control or prevent these circumstances:
 - 9.1.2.4. The party has not accounted for the risk of those circumstances or their consequences.
- 9.1.3. A Party requesting full or partial relief from Contract obligations and / or civil liability on the basis of force majeure must notify the other Party in a written form right away, but not later than 5 (five) calendar days from the discovery of these circumstances / impediments which are limiting proper performance of the Contract, by presenting or providing the following:
 - 9.1.3.1. Objective and detailed evidence with written explanations of any unforeseen circumstances / impediments, also their effects and risks for the proper performance of the Party's contractual obligations, and that it has taken all reasonable precautions and efforts to minimize costs or potential adverse consequences to the proper performance of the Contract;
 - 9.1.3.2. The approximate date for performance of the obligation, if the circumstances, which make it impossible to perform the Contract, are temporary.
- 9.1.4. In the event of force majeure exceeding 3 (three) months, either Party shall have the right to terminate this Contract unilaterally by giving written notice to the other Party 5 (five) calendar days in advance.
- 9.1.5. In the event of all of the conditions mentioned above, but force majeure circumstances being temporally, the Party shall be relieved of liability only for such period which seems reasonable, taking into account the effect of these circumstance have on the performance of the Contract. Upon change of at least one of the above conditions, the force majeure status of the Parties shall cease to apply and the obligations of the Parties will be automatically reinstated. In any event, a Party, that has been wholly or partially released from its obligations under this Contract and from its civil liability(outcome) for the reason of not performing / improper performance of the Contract, must immediately notify the other Party in written form if at least one of the above conditions changes.
- 9.1.6. The Parties must be aware that circumstances where the contractual obligations cannot be performed due to lack of goods on the market, lack of funds or violations of their obligations by the co-contractors will not be considered as force majeure.
- 9.1.7. The parties are aware that when determining the existence of force majeure, a certificate issued by the Chamber of Commerce and Industry, does not create any material legal effect in itself, since the existence of force majeure is the basis for exemption of civil liability, but not the issuance of a certificate. A certificate of force majeure is purely procedural in nature, since it is to be viewed only as evidence in civil proceedings concerning the performance of contractual obligations or the imposing of civil liability. To the extent that it contains a legal assessment of certain circumstances, a certificate of force majeure shall not be regarded as prima facie

evidence within the measures of Code of Civil Procedure, Article 197, since legal assessment of facts is a prerogative of the court and it is not bound by the legal assessment and qualifications by other individuals.

9.1.8. If a Party fails to notify the other Party of the occurrence of force majeure and its impact on the performance of the Contract within the agreed time period, it must compensate all direct and indirect losses from not performing / improper performance of the Contract.

9.2. Exemption or partial waiver of civil liability in full or partial respect to State's actions regarding Pandemic situation:

9.2.1. During the term of the Contract, a Party may be fully or partially released from liability for non-performance of the Contract due to mandatory and unforeseeable actions (acts) of State authorities arising due to situation with Pandemic, which renders fulfilling the obligations impossible and which the Party was unable to contest (Article 6.253 (3) of Civil Codecs). The impact of actions (acts) of State authorities on the performance of contractual obligations must be determined on a case-by-case basis and the Party relying on this fact must demonstrate (i) that the grounds for partial or total exclusion from contractual obligations is solely due to actions (acts) of State authorities, which have a direct impact on the performance of the Contract and to prove that (ii) in each case there is a collection of all the following conditions:

9.2.1.1. These actions (acts) must be unforeseeable and obligatory for the Party - could not have been foreseen by the Party in advance (At the moment of compiling the Contract);

9.2.1.2. The actions (acts) must be such, that would render the obligations impossible to perform;

9.2.1.3. The party did not have the right to challenge the actions / acts in court or administrative proceedings.

9.2.2. A Party, requesting full or partial relief from its responsibilities for its breach of this Contract, due to mandatory and unforeseeable actions (acts) of a State authority, arising from Pandemic, must notify the other Party in written form immediately, but not later than 5 (five) calendar days from the occurrence or discovery of such circumstances that impede proper performance of the Contract, by submitting:

9.2.2.1. objective and detailed evidence with written explanations of any unforeseen circumstances / impediments, also their effects and risks for the proper performance of the Party's contractual obligations, and that it has taken all reasonable precautions and efforts to minimize costs or potential adverse consequences to the proper performance of the Contract;

9.2.2.2. the preliminary deadline for performance of the obligations, if the actions (acts) of the State, which render it impossible to perform the Contract, are temporary.

9.2.3. In the event that a Party is unable to perform its contractual obligations due to mandatory and unforeseeable actions (acts) of public authorities arising from the Pandemic for more than 3 (three) months, either Party shall have the right to terminate this Contract unilaterally by informing the other Party in a written form 5 (five) calendar days in advance.

9.2.4. In the event of all the circumstances, but binding and unforeseeable acts (acts) of State authorities being temporal, the Party will be relieved of liability only for such period which seems reasonable, taking into account the effect of that circumstance on the performance of the Contract. If at least one of the above conditions changes, the provisions of Article 6.253 (3) of the Civil Codec will no longer apply to the Parties of the Contract and the obligations under the Contract shall be automatically reapplied to the Parties. In any event, a Party, that has been wholly or partially exempted from its obligations under this Contract and from its civil liability for the not performing / improper performance of the Contract must immediately notify the other Party in written form in case of change in at least last one of the above conditions.

- 9.2.5. These provisions relating to the application of State actions (acts) do not deprive the other Party of the right to terminate or suspend the Contract and / or to claim contractual penalties, losses.
- 9.2.6. If a Party fails to send notice in accordance with the procedures set forth in the Contract, or does not inform the other Party at all in, it must compensate the other Party for any damage it has suffered as a result of the failure to notify in time or due to not informing at all.

10. Severability clause

- 10.1 The invalidity or objection of any provision of this Contract to the laws in force in the Lithuanian Republic shall not exempt the Parties from fulfilling their obligations. In this case, such a provision shall be replaced by the requirements of the legislation as close as possible to the objective of the Contract and to its other provisions.

11. Reservation of title

- 11.1 The Supplier shall reserve its ownership title to the sold Goods until the Buyer pays the total price for the ordered quantity of the Goods.
- 11.2 In case the Buyer is in arrears with any payment more than 30 days, the Supplier shall be authorized to withdraw from the contract. If the Supplier intends to exercise the right of withdrawal, they should submit a written statement on withdrawal from the contract to the Buyer within 2 months as of the date when the payment in arrears is due. Taking back the Goods, the Supplier can demand an appropriate remuneration for wear and tear or damage of the Goods.
- 11.3 Without the Supplier's consent the Buyer is not entitled to any dispose of the Goods, encumber the Goods with any third party rights, secure for debt of third party, etc., until they assume ownership of these Goods.
- 11.4 In case of any legal proceedings conducted towards the Buyer, with the Buyer's participation or from its assets, including in particular bankruptcy, restructuring and enforcement procedures, the Ordering Party obliges itself to inform all interested parties, participants, persons, courts and authorities about the Supplier's rights regarding the Goods and to inform the Supplier about this fact.

12. Confidentiality

- 12.1. The parties hereto undertake to consider any information and data received from or exchanged with the other Party in any form, in particular verbal, written or electronic, under the framework of cooperation between the Parties as Confidential Information, including in particular drawings, designs, calculations, case studies, summaries, solutions, work methodology as well as IT solutions (including software) or any other documents prepared by the Party or its consultants.
- 12.2. The Parties undertake to use Confidential Information only to the necessary extent within the framework of collaboration between the Parties.
- 12.3. The Parties undertake to keep secret and not to disclose, communicate or disseminate Confidential Information to third parties during the period covered by this contract as well as after its expiry, dissolution, any Party's withdrawal or contract termination for any other reason.
- 12.4. The use of Confidential Information by one of the Parties for any purpose other than within the framework of collaboration between the Parties, any disclosure, communication, sharing, selling or

offering to sell Confidential Information to third parties is allowed only after receiving a prior permission from the other Party, provided in writing under the pain of nullity, and including a detailed description of the scope of above-mentioned permission.

12.5. Information which:

- a) was already a part of the public domain before signing the contract or will become publicly available without any fault of the Party, its employees and consultants;
- b) is or will become available for the Parties from a source different from the Party of the contract, provided that the source of information was not restricted by confidentiality clauses or agreements with one of the Parties;
- c) was in the Party's possession before signing the contract, provided that the source of information was not restricted by confidentiality clauses or agreements with one of the Parties is not considered confidential.

12.6. Shall the Party receive a demand for disclosure of Confidential Information in full or in part based on a legally binding judgement or a final decision by an appropriate court or a public authority or if any other authorized body demand disclosure of Confidential Information in a form provided by law, the Party undertakes to:

- a) immediately notify the other Party about receiving the demand and accompanying circumstances;
- b) consult the other Party about the legitimacy of taking available legal steps to dismiss or decrease the scope of such demand;
- c) if disclosure of Confidential Information is obligatory or will be judged necessary – to make every effort to reliably ensure that Confidential Information will not be disclosed further.

12.7. Moreover, a disclosure of Confidential Information may be allowed if:

- a) the information disclosure serves the interests of the given Party, in particular in dealings with collaborating persons and parties – in such cases the Confidential Information may be disclosed exclusively within the scope necessary for these dealings and after a prior written permission of the other Party;
- b) the given Party allows to disclose Confidential Information in writing under the pain of nullity.

12.8. The Parties undertake to ensure that their employees, partners, subcontractors and other counterparties to whom it is necessary to disclose Confidential Information in order to execute the contract between the Parties will also comply with the provisions of this agreement. The Party which communicates Confidential Information with entities mentioned in the previous sentence takes responsibility for their actions or omissions as for its own.

12.9. Regardless of the above-described confidentiality obligation, the Parties also undertake not to commit acts of unfair competition referred to in the Act of 16 April 1993 on combating unfair competition, including in particular communication, disclosure or use of information constituting the Parties' company secrets. The company secrets shall be in particular understood as technical, technological and organizational information of the company that has not been made public or other information of commercial value in regard to which the Parties took necessary action to keep them confidential.

12.10. In case of any doubts about the possibility of the Party taking any action that might be considered as competition or unfair competition with the other Party, the Party is obliged to request the other Party's written opinion about the case in advance.

- 12.11. The prohibition against committing acts of unfair competition by the Parties applies during the period covered by this contract, but also after its expiry, dissolution, any Party's withdrawal or the contract termination for any other reason.
- 12.12. In case of termination, expiry or dissolution of this contract, any Party's withdrawal or the contract termination for any other reason, each Party shall return all the held carriers containing Confidential Information regarding the other Party within 7 days as of the date of contract termination, expiry, withdrawal or its termination for any other reason. The return of Confidential Information is made by delivering Confidential Information saved in digital or any other format and destroying all the remaining copies. Neither of the Parties is obliged to reimburse any costs and expenses, repair or compensate damages resulting from the return described in this point.

13. Dispute settlement; applicable law and jurisdiction

- 13.1 The laws and regulations of the Republic of Lithuania shall apply to this Contract and to all rights and obligations arising from this Contract. The contract was concluded and must be interpreted in accordance with the law of the Republic of Lithuania.
- 13.2 Any disagreement or dispute arising between the parties to the Contract concerning this Contract shall be settled by mutual agreement/negotiation. In the event of the failure of the Parties to the Contract to reach an agreement, any disputes, disagreements or claims arising out of or in connection with this Contract, its violation, termination or validity, not resolved by agreement between the parties to the Contract, shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

14. Other provisions

- 14.1. The contract shall be deemed to have been concluded and shall enter into force from the date of signature.
- 14.2. The Contract is valid for 36 months after signature date or until the maximum contract value defined in Article 3.2 is met, whichever occurs first.
- 14.3. The contract shall remain in force until full fulfilment, of its obligations under this Contract until the sum referred to in point 3.2 of the Contract has been exhausted, but not more than 36 (thirty-six) months.
- 14.4. The contract may be terminated:
- 14.4.1. by written agreement between the parties;
 - 14.4.2. at the initiative of one of the parties, failure by the other party to fulfil or improperly fulfil its obligations under the Agreement, giving written notice to the guilty party and stating the reasons for termination of the Contract at least 30 (thirty) calendar days before. Upon receipt of the notice of termination of the Contract, the Supplier must suspend all Services performed at that time from the date of receipt of such notice;
 - 14.4.3. The Contract was amended in violation of Article 7 of the Law on purchases by the Republic of Lithuania in the field of water management, energy, transport or postal services and Article 99 (hereinafter referred to as the Law);

- 14.4.4. It became clear that the supplier with whom the Contract was formed had to be removed from the procurement procedure *mutatis mutandis* by applying Paragraph 1 of Article 46 of the Law on foreign procurement of the Republic of Lithuania, which shall apply in conjunction with Article 59(1) of the Law on Law;
- 14.4.5. It has become clear that the Supplier should not have been awarded the Contract because the Court of Justice of the European Union has recognized in proceedings under Article 258 of the Treaty on the Functioning of the European Union that the obligations under the Founding Treaties of the European Union and Directive 2014/25/EU have not been fulfilled.
- 14.5. Neither of the Parties has right to transfer its entitlements and obligations resulting from this contract to third parties without the prior written consent of the other Party.
- 14.6. The contract was drawn up in English and was signed by both Parties electronically with the qualified signatures.
- 14.7. Annex 1, which was signed by both Parties with the qualified signatures, shall form an integral part of this contract.
- 14.8. The contract may be amended during its period of validity in accordance with Article 7 of The Law 97 and in the cases provided for in the Contract. Amendments to the terms of the contract shall be formalized by written agreements between the parties which form an integral part of the Contract.
- 14.9. For the performance of the Contract, the Supplier following procedures shall apply to the use and/or modification of the use and/or modification of the economic operators whose capacity to participate in the contract in order to meet the qualification requirements:
- 14.9.1. In the performance of the Contract, the Supplier may not modify the entity specified in its offer whose capacity it has relied on to meet the qualification requirements (hereinafter referred to as the "economic operator") and/or the specialist specified in its tender without the Buyer's consent. The entity and/or professional subject to change shall have a qualification at least as specified in the Supplier's offer. The supplier's operator and/or professional may only be replaced in the following cases:
- 14.9.1.1. where the Supplier's entity goes bankrupt or is in an analogous situation;
- 14.9.1.2. where the Supplier's economic operator and/or professional are no longer able to participate in the performance of the Contract in the event of an injury, failure to engage in the performance of the Contract for objective reasons (e.g. refusal by an economic operator and/or specialist to participate in the performance of the Contract, in the event of illness, injury, termination of legal relations with the Supplier, etc.).
- 14.10. In order to change the entity and/or specialist, the Supplier must inform the Buyer in writing at least 3 (three) calendar days in advance and obtain the Buyer's written consent. With the buyer's agreement with the change of the entity and/or specialist, the Supplier shall conclude in writing with the Buyer an agreement on the modification of the entity and/or specialist signed by the Contract. Agreement shall form an integral part of the Contract.
- 14.11. In order to use sub-carriers who are not economic operators, the Supplier shall notify the Buyer, the names, contact details and their representatives of the sub-suppliers known at that time, and must inform the Buyer of any changes in the said information throughout the performance of the Contract and of new sub-suppliers which the Supplier intends to use at a later date. Sub-carriers may not participate in the performance of the Agreement without prior notification to the Buyer. Sub-suppliers may be used only for those parts of the Contract for which the Supplier has

provided for sub-suppliers in his offer, unless the Supplier justifies that the use of a sub-provider for an unforeseen part of the Contract is necessary to ensure the proper performance of the Contract, the Buyer will not verify the qualifications of sub-suppliers who are not economic operators;

14.12.

[REDACTED]

15. Annexes

15.1 Annex 1 – Technical specification.

Buyer

LLC LTG Link

Geležinkelio st. 16, LT-02100 Vilnius

Legal entity code 305052228

VAT code LT100012462811

AB SEB bankas

Ac. No. LT91 7044 0600 0829 8168

Phone +370 5 269 2038

E-mail ltglink@litrail.lt

CEO Linas Baužys

Supplier

Voith Turbo sp. z o.o.

Majkow Duzy 74,
97-371 Wola Krzysztoporska

VAT code: PL7710013760

BNP Paribas

Ac. No. PL83 1600 1462 1858 5493 9000 0002

SWIFT: PPABPLPK

Phone: +48 44 6468848

E-mail: voithturbo.polska@voith.com

Proxy Mariusz Patecki

Annex 1 to the contract no – Technical specification

TECHNICAL SPECIFICATION FOR THE PURCHASE OF PURCHASE OF OVERHAUL SERVICES FOR AXIAL GEAR KE 456 AND SK 456

1. NAME AND SCOPE OF ADAPTATION

1.1. Purchase of major repair services (hereinafter referred to as 'services') of the axial gear KE 456 and SK 456. CPV: 50220000-3.

2. PURPOSE AND GOAL OF DRAWING UP THE TECHNICAL SPECIFICATION

2.1. The service is intended to restore the technical and operational parameters of type Railcar PESA 620M axial gear KE 456 and SK 456.

2.2. The technical requirements refer to paragraph 3.1 of this technical specification. Item 3.2 of the Purchase may be made available on the client's premises in accordance with section 3.2 of the Procurement Special Conditions accordance with the procedure referred to in point 2.1.

3. TECHNICAL REQUIREMENTS TO BE MET BY PURCHASED SERVICES

3.1. STANDARD, TECHNICAL REGULATION OR NORMATIVE

The Supplier shall be guided by:

- 3.1.1. 1520 mm track gauge traction vehicle wheels forming, repair and maintenance manual T/108;
- 3.1.2. LST EN 13260 Railway applications — Safety requirements and requirements for the use of railway applications. Wheelsets and bogies. Product requirements or equivalent standard;
- 3.1.3. LST EN 13261 Railway applications — Safety requirements and requirements for the use of railway applications. Wheelsets and bogies. Product requirements or equivalent standard;
- 3.1.4. Railcar PESA 620M traction wheelset Ø840 with axial gear KE456 drawing No.3 MSb 090231-1-00;
- 3.1.5. Railcar PESA 620M DRAWING NO 3MSb 090241-1-00 for PESA 620M traction wheelset Ø840 with axial gear SK456;
- 3.1.6. Railcar PESA 620M technical-in-service manual No. 620M 0159-3 Annex 6. Axial transmission KE456 and SK456.

3.2. PURCHASE ITEM ASSEMBLY, FUNCTIONAL FEATURES.

3.2. FUNCTIONALITY AND QUANTITY OF THE PURCHASE ITEM

3.2.1. The services shall be provided in accordance with the standards (or equivalent), instructions and drawings referred to in point 3.1 of this technical specification.

3.2.2. During the repair of the axial gears, all bearings, rubbers and sealing parts shall be replaced by new ones except for labyrinth sleeves

3.2.3. After service has been provided, the Supplier shall test the gears in accordance with the requirements specified in paragraph 3.1. of this technical specification (if the instructions so require) and provide test protocols.

3.2.4. The indicative needs, performance and warranty deadlines for the quantity of services shall be specified in Annex 1 to the technical specification.

3.2.5. The Service shall also include:

3.2.5.1. The surfaces of the repaired gears shall be painted in grey (color RAL7011)

3.2.6. When submitting gears for repair, the Customer shall provide axle measurement protocols. If it is determined that the axle must be replaced during the repair, the Supplier shall inform about the additional works and their duration in accordance with the procedure provided for in the contract

3.3. OTHER CHARACTERISTICS OF THE PURCHASE ITEM

3.3.1. New parts shall be used during the performance of the services, the characteristics of which (technical parameters, service life and quality) shall meet the technical requirements specified in point 3.1. of this technical specification.

3.3.2. The cuffing and pressing of the wheels and brake system components on the gear axles is carried out by the Customer at his own cost and at his expense.

3.3.3. The transport of axle gears to and from the repair base (packaging, fastening, etc.) to the Customer (at the addresses: Pramonės st. 78 and Švitrigailos str. 39A Vilnius) Supplier organizes and executes on its own. For the transport and storage of the axial drive, the inlet surfaces and flanges shall be protected and covered by technological covers for the transport and storage of the axial drive in accordance with the requirements set out in paragraph 3.1. of this technical specification.

3.3.4. The services are carried out by the Supplier in his production (repair) base, with his details and materials and on his own.

3.3.5. During the performance of the Service, no modernizations of the objects being repaired may be carried out without alignment with the Customer.

3.3.6. The Supplier must retain the additional parts replaced during the service until the services are transferred to the Customer. At the customer's request, the user must transmit the amended details to him.

3.3.7. Vendor must enable the customer's representatives to check the quality of the repair services carried out in their production /repair base.

4. DOCUMENTS REQUIRED FOR THE TECHNICAL CHARACTERISTICS AND QUALITY OF THE TENDERING APPROVAL

4.1. DOCUMENTS REQUIRED TO BE DELIVERED WITH GOODS ON TRANSFER OF SERVICES CARRIED OUT

4.1.1. The quality certificate shall be provided together with each overhauled set of axial gears, by which the service provider guarantees quality of the services rendered and the materials used during repairs. The quality certificate must contain the following information: a test bench report of the repaired axial gear

