

GENERAL PART OF THE CONTRACT FOR THE PROVISION OF SERVICES

1. CONCEPTS OF THE CONTRACT

Persons

- 1.1. **“Service Provider”** means a person or a group of persons specified in the SP of this Contract providing Services specified in the Contract to the Purchaser.
- 1.2. **“Purchaser/Contracting Entity”** means the legal person specified in the SP of this Contract which purchases the Services specified in the SP of the Contract from the Service Provider.
- 1.3. **“Party”** means individually the Purchaser or the Service Provider. **“Parties”** means jointly the Purchaser and the Service Provider.
- 1.4. **“Third Party”** means any natural or legal person that is not a Party.
- 1.5. **“Subprovider”** means the legal or natural person specified in the Service Provider’s Tender which/who is engaged by the Service Provider under a valid transaction concluded with the Service Provider for rendering the Services specified in the Contract.

General Concepts

- 1.6. **“Procurement”** means the procurement organised by the Contracting Entity in order to conclude the Service Provision Contract.
- 1.7. **“Services”** means the Services specified in Section 1 of the SP of the Contract, as well as delivery and/or installation of certain goods provided for in the Contract, etc.
- 1.8. **“Price of Services”** means the amount specified in Section 2 of the SP of this Contract which may not be exceeded during the period of Contract validity (except the cases where the Contract provides for its recalculation), paid by the Purchaser to the Service Provider for the Services rendered based on the tariffs of the Services (if any) including all costs and charges.
- 1.9. **“Tariffs of Services”** means the tariffs specified in Section 2 of the SP of this Contract (if any) on the basis of which the Purchaser pays for the supplied Services, including all costs and charges.

Documents

- 1.10. **“Invoice”** means a VAT invoice submitted to the Purchaser for payment or another invoice/payment document (if the Service Provider is not a VAT taxable person) for the appropriate quality Services rendered in time by the Service Provider. The date of issue of an Invoice must coincide with the date of signature of the Services Transfer and Acceptance Deed. An invoice must be submitted for payment through the e-service “E-Invoice” (*in Lithuanian: “E. sąskaita”*) on the website at the address www.esaskaita.eu within 5 (five) business days after the date of signature of the Service result transfer and acceptance deed or another period agreed upon by the Parties.
- 1.11. **“Invoice receipt date”** means the date on which an Invoice is submitted using the e-service “E-Invoice”.
- 1.12. **“Contract”** means this Contract which consists of the documents listed in Clause 2.1 of the GP of the Contract.
- 1.13. **“GP of the Contract”** means this document which is an integral component of the Contract and which sets out the standard provisions of the Contract and the standard rights, obligations and liability of the Purchaser and of the Service Provider.
- 1.14. **“SP of the Contract”** means the special part of the Contract in which the subject matter of the Contract, the scope, price and tariffs (if applicable) of Services, Service provision periods and other conditions agreed upon by the Parties are discussed.
- 1.15. **“Technical Specification”** means a document which sets the requirements applicable to Services.
- 1.16. **“Purchasing Conditions”** means the entirety of the documents produced during the Procurement procedures to be carried out by the Purchaser according to which the Service Provider submitted the Tender.
- 1.17. **“Tender”** means the entirety of documents produced by the Service Provider during the Procurement procedures carried out by the Purchaser for supplying Services under this Contract.
- 1.18. **“Invitation to Contract”** means a notice given to the Service Provider whereby the Service Provider is invited to sign the Contract and is informed of the period for concluding the Contract.
- 1.19. **“Legislation”** means the legislation of the Republic of Lithuania and international agreements, the legislation of the European Union or individual or regulatory decrees of any third country public authorities which, regardless of their legal value and/or jurisdiction, are binding on either Party and/or have an impact for

performance of this Contract and the Purchaser's internal legal acts with which the Service Provider was familiarised.

1.20. **"The Law"** means the Law on Procurement by Contracting Entities within the Sectors of Water Management, Energy, Transport and Postal Services of the Republic of Lithuania (updated version) applicable to the sector of utilities, or the Law on Public Procurement of the Republic of Lithuania (updated version) applicable to the classical sector.

1.21. **"Contract Guarantee"** means a bank guarantee or surety letter issued by an insurance company for the minimum amount specified in Clause 8.2 of the SP of the Contract.

Dates and Time Limits

1.22. **"Day"** means a calendar day, unless provided otherwise in this Contract.

1.23. **"Business Day"** means a business day in Lithuania, unless provided otherwise in this Contract.

1.24. **"Year"** means a period of 365 days, unless provided otherwise in this Contract.

1.25. **"Date on which the Contract Takes Effect"** means the date of signature of the Contract or another date of which the Contract takes effect specified in the SP of the Contract.

2. CONTRACT VALIDITY, ORGANIZATION AND INTERPRETATION

2.1. This Contract is an entire and indivisible document which consists of the documents listed below. For the purposes of Contract interpretation and application, the following order of priority of Contract documents is established:

2.1.1. the Technical Specification (including the explanations and adjustments made by the Purchaser during the procurement procedures and annexes, if any);

2.1.2. the SP of the Contract (including annexes);

2.1.3. the GP of the Contract (including annexes);

2.1.4. the Invitation to Contract submitted by the Purchaser to the Service Provider using the electronic means;

2.1.5. the final Tender of the Service Provider;

2.1.6. the negotiation protocols of the Parties drawn up in the course of the procurement procedures and the tender revised by the Service Provider (if such documents were drawn up);

2.1.7. explanations and adjustments of the Procurement conditions (if any);

2.1.8. other Procurement documents;

2.1.9. the initial Tender of the Service Provider;

2.1.10. the Service Provider's application with evidence of qualifications.

2.2. In the case of any uncertainties, nonconformities or contradictions in Contract documentation, the rules laid down in a higher value Contract document shall always be deemed to replace the analogical rules laid down in a lower value Contract document from the date of entry into effect of the Contract.

2.3. This Contract is concluded, must be interpreted and applied in accordance with the laws of the Republic of Lithuania.

2.4. Unless the Contract documentation provides otherwise, the text of the Contract should be interpreted according to the following rules of interpretation:

2.4.1. words denoting a specific gender of a person mean any gender;

2.4.2. words used in the singular shall be deemed to include the plural and the ones used in the plural shall be deemed to include the singular;

2.4.3. the words "to agree", "agreed", "agreement" always mean that the respective agreement of the Parties must be formalised in writing;

2.4.4. "in writing" means all rules provided for in the documents of this Contract, as well as the paper and/or electronic documents drawn up by either Party, as well as notices given to the other Party using any means of communication specified in the Contract.

2.5. All concepts and terms used in this Contract are used in the common meaning or in a special meaning the closest to the nature of the Contract, unless the Contract determines and explains another meaning thereof.

2.6. If any provision of this Contract becomes or is declared fully or partially invalid, this shall not affect the validity of other provisions of the Contract.

2.7. Upon termination or expiry of the Contract, the provisions of this Contract relating to liability and settlements between the Parties hereunder, as well as all other provisions of this Contract, which remain or must remain valid after the termination of the Contract, shall survive in order to have this Contract performed in full.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. Each Party shall warrant and represent to the other one that:

3.1.1. the Party is duly established and lawfully operates under the legislation requirements of its registered office country;

3.1.2. the Party has performed all legal actions necessary for the due conclusion and validity of the Contract;

3.1.3. the Party does not exceed the scope of its competence and does not violate any binding legislation, regulations, statutes, court judgments, articles of association, regulations, orders, obligations or agreements by entering into the Contract;

3.1.4. the representatives of the Party who signed this Contract are duly authorised by the Party to do so and the personal data of the Parties and/or their representatives necessary for the due conclusion of the Contract are not deemed to be confidential information;

3.1.5. the Party is not aware of any future changes in the legal environment which are likely to have an impact on the performance of the Party's obligations under the Contract;

3.1.6. the Contract is a valid, legal and binding obligation of the Party the performance of which may be enforced in accordance with the provisions of the Contract;

3.1.7. the conditions of the Contract are clear and enforceable for the Parties on the date of entry into effect of the Contract;

3.1.8. neither the conclusion of this Contract nor the performance of the obligations assumed hereunder by the Purchaser or Service Provider conflicts with or violates (i) any court, arbitration, state or municipal authority decision, order, decree or instruction applicable to the Parties; (ii) any contract or any other transaction in which the respective Party is involved as a party, or (iii) the provisions of any law or any other regulatory act applicable to the Parties.

3.2. The Service Provider confirms that:

3.2.1. it is not involved in any prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania, or in any agreements that violate the principles specified in the Law;

3.2.2. it has all permits, licenses, attestations, qualification certificates, employees, organisational measures and technical tools provided for by the legislation necessary for rendering the Services;

3.2.3. it has included all costs necessary for rendering the Services under this Contract into the price of the Tender and assumes the risk of any Contract-related increases of Service Provider's costs and/or more complicated performance by the Service provider due to any circumstances that do not depend on the Purchaser.

3.3. The Purchaser represents that:

3.3.1. it has completed the procurement procedures necessary for the purpose of conclusion of this Contract;

3.3.2. it will accept quality Services rendered according to the provisions of the Contract and shall pay for such Services under the procedure laid down in the SP of the Contract.

3.4. If any representation or statement of the Parties given in this Contract turns out to be false, and/or wrong, the respective Party shall be obliged to compensate any losses incurred by the other Party as a result of such a false or wrong representation or statement.

3.5. Both the GP of the Contract and the SP of the Contract are concluded in accordance with the provisions of the Law and other legislation. In the situation where the GP of the Contract and/or the SP of the Contract does (do) not comply with the requirements laid down in the Law, the norms of the Law shall be applicable. The Parties state and confirm that the provisions of this Contract are not contrary to the provisions of the Procurement conditions.

4. SUBJECT MATTER OF THE CONTRACT

4.1. The subject matter of the Contract is the Services specified in Section 1 of the SP of the Contract and described in the Technical Specification.

4.2. Under this Contract Services are provided exclusively for the benefit and interests of the Purchaser.

5. SCOPE AND PRICE OF THE SERVICES

- 5.1. The scope of Services provided to the Purchaser is defined in Section 2 of the SP of the Contract.
- 5.2. The price and tariffs of Services (if applicable) are specified in Section 2 of the SP of the Contract.
- 5.3. The Service Provider has included all costs and taxes, related with the provision of Services, including but not limited to VAT, in the price of Services, such as:
- 5.3.1. the costs related with the performance of obligations provided for in the Contract;
 - 5.3.2. the costs of provision of tools necessary for rendering Services (if applicable);
 - 5.3.3. all costs related with the preparation, coordination and submission of the documents provided for in the Technical Specification;
 - 5.3.4. the costs of incorporation in the Republic of Lithuania (if this is necessary to ensure the provision of Services) or the costs associated with giving effect to the right of free movement of services (the costs of the right recognition documents, obtaining approvals from the competent institutions of the Republic of Lithuania and/or from professional associations, etc.);
 - 5.3.5. the costs of conclusion and performance of this Contract, including the costs related with Contract enforcement;
 - 5.3.6. all direct and indirect costs related with the provision of Services and the price of any other services necessary for the provision of Services which had and could have been foreseen by the Service Provider as a professional in its field, had it been careful enough and duly considered the circumstance that the Purchaser sought the Services to be provided together with performance any necessary Related Services;
 - 5.3.7. other costs related with the provision of Services.
- 5.4. VAT will be calculated and paid in accordance with the procedure laid down by the legislation applicable at the moment on which the obligation to pay VAT arises. If the VAT rate provided for in the applicable legislation of the Republic of Lithuania changes, the total price of Services provided for in the Contract (excluding VAT) shall not change, while the total price of Services shall be recalculated taking account of the changed rate of VAT. The Purchaser shall bear the risk of VAT rate changes.

6. QUALITY OF SERVICES

- 6.1. The qualification requirements applicable for Services, Service quality and Service Provider's staff are defined in Section 3 of the SP of the Contract, in the Technical Specification and the Tender. The quality of Services must meet the requirements raised by the legislation and the usual requirements applicable for this type of Services.
- 6.2. The Service Provider guarantees that at the moment of signature of the Service Result Transfer and Acceptance Deed the Services will comply with the requirements set in the Contract, they will be delivered with good quality, without errors which would destroy or reduce the value of Services or make their result unsuitable or less suitable for common use.
- 6.3. If any defects of Service result are noticed after the signature of the Service Result Transfer and Acceptance Deed, but no later than within the period set in Section 3 of the SP of the Contract, the Purchaser shall inform the Service Provider thereof in writing.
- 6.4. The Service Provider must rectify any defects which resulted without the fault of the Purchaser/third parties (except subproviders engaged by the Purchaser) and were not caused by force majeure through its own efforts and at its own cost within the period from the date of dispatch of the Purchaser's defect notification set in Section 3 of the SP of the Contract.
- 6.5. Should the Service Provider fail to rectify the identified Service quality defects within the period set in Section 3 of the SP of the Contract, at the Purchaser's request the Service Provider shall pay penalties (default interest and/or fine) in the amount set in Section 3 of the SP of the Contract and shall cover the direct losses incurred by the Purchaser as a result to the extent they are not covered by the penalties. If the Purchaser makes a claim for suffered losses, the penalties shall be included in the amount of the losses.
- 6.6. Should the Service Provider fail to rectify the identified Service defects within the period set in Section 3 of the SP of the Contract, the Purchaser shall be entitled to rectify the defects through its own efforts or using third parties; in such a case the Service Provider shall pay the defect rectification costs incurred by the Purchaser and, at the Purchaser's request, shall pay a fine in the amount of 20 (twenty) percent of the value of the defective Services to the Purchaser.
- 6.7. If the Service Provider does not recognise the defects, either Party may seek an independent expert examination. Should the Parties be unable to agree, the Purchaser shall perform an expert examination by its choice. In such a case, the expert examination costs shall be covered: by the Purchaser, if the Services meet the Contract requirements, or by the Service Provider if the Services do not meet the Contract requirements.

6.8. When providing Services, the Service Provider shall ensure the compliance with work safety, fire safety, environment protection and other requirements laid down in the legislation applicable for Service provision (if applicable).

6.9. If the conditions of Procurement raise qualification requirements for Service Provider's staff, the Service Provider must ensure the equivalent qualification of the Service Provider and of its staff throughout the Contract validity period.

6.10. The Service Provider is entitled to replace the respective specialist of the Service Provider specified in the Tender to whom qualification requirements apply only if all of the following conditions are met: (i) the Service Provider submits a reasoned request in writing to replace the specialist to the Purchaser at least 10 (ten) calendar days before the intended date of replacement; (i) in the request, the Service Provider indicates another offered specialist instead of the one specified in the Tender; (ii) the Service Provider produces all documents evidencing that the new specialist complies with the staff qualification established in the conditions of Procurement along with the request; (iii) the Service Provider received the written consent of the Purchaser to replace the specialist with the new specialist indicated by the Service Provider. The Purchaser undertakes to reply no later than within 10 (ten) calendar days of receipt of the documents specified in this Clause from the Service Provider. For the avoidance of doubt, the Parties agree that once all conditions set forth in this Clause are met, no separate agreement amending this Contract will be concluded, and the documents specified in this Clause produced by either Party to the other one shall be deemed to be an integral part of the Contract.

6.11. At the request of the Purchaser, the Service Provider must, within a period set by the Purchaser, furnish sufficient proof that it has all permits, attestations, licensed and/or other documents necessary for performance of Services in the Republic of Lithuania and/or other documents that meet the legislation requirements, Service Provider's procedures, descriptions and other documentation specified as mandatory by the conditions of Procurement.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Purchaser shall:

7.1.1. duly perform the Contract in good faith;

7.1.2. during performance of the Contract cooperate with the Service Provider by providing any information that is reasonable required for performance of the Contract which became necessary during performance of the Contract;

7.1.3. when the Service Provider duly fulfils its contractual obligations, accept the supplied Services of they meet the requirements for Services laid down in the Contract;

7.1.4. pay the price and/or the tariffs (if any) specified in Section 2 of the SP to the Service Provider for the Services duly provided under the procedure and within the periods defined in the Contract;

7.1.5. provide the required authorisations to the Service Provider to act on behalf of the Purchaser (if such authorisations are necessary);

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

7.2. The Purchaser shall have the right:

7.2.1. to carry out any inspections which it deems to be necessary without a special notification if it is suspected that the Service Provider will be unable to provide Services in time or if the quality of the Services is poor, they are provided in an unprofessional manner and the requirements are not complied with;

7.2.2. in the course of provision of Services, to request replacing an employee of the Service Provider or a person who performs Service provider's duties, by submitting a reasoned application in writing, if it believes that this person is not diligent or does not perform its duties in a due manner;

7.2.3. to make comments related with the Services provided by the Service Provider and their quality which have to be taken into account by the Service Provider;

7.2.4. not to settle VAT invoices if the Service Provider submits them otherwise than through the information system "e-invoice".

7.3. The Service Provider shall:

7.3.1. duly perform the Contract in good faith;

7.3.2. provide Services, transfer the results of Services and rectify the identified defects within the period set in the SP of the Contract (if the Contract provides for Service provision stages, shall perform that within the periods set for the respective stages);

7.3.3. provide Services in a profession manner, ensure their quality and compliance with the requirements laid down in the Contract and its annexes;

7.3.4. bear the risk of loss or damage of goods supplied along with Services by the moment of signature of the Service Result Transfer and Acceptance deed;

7.3.5. produce all documents provided for in the Technical Specification and advise the Purchaser on other issues related with the Service Provider's contractual obligations;

7.3.6. ensure that Services are provided to the Purchaser by persons who have the necessary qualification and experience in line with the requirements laid down in Section 3 of the SP of the Contract;

7.3.7. inform the Purchaser without delay of any circumstances which hinder or may hinder the provision of Services by the Service Provider within the periods and under the procedure laid down in the Contract;

7.3.8. ensure the compliance with work safety, fire safety, environment protection and other requirements laid down in the legislation applicable for Service provision (if applicable);

7.3.9. take account of any observations made and of any additional information given by the Purchaser in the course of performance of the Contract (if any);

7.3.10. at its own cost, indemnify and hold the Purchaser harmless against any claims or losses caused by the Service Provider's actions or negligence in the course of performance of the Contract and to compensate any damage or losses caused to third parties, including the ones resulting from a violation of any legislation, unlawful use of patents, trademarks, other intellectual property objects or violation of rights any persons;

7.3.11. ensure the confidentiality and protection of information received from the Purchaser during the performance of the Contract and related thereto; upon the expiry of the Service provision period, return all documents necessary for performance of the Contract received from the Purchaser at the Purchaser's request submitted in writing;

7.3.12. comply with the provisions of the Civil Code of the Republic of Lithuania and other applicable legislation of the Republic of Lithuania related with performance of contractual obligations of the Service Provider and to ensure that the Service Provider's specialists, employees and representatives comply with such legislation. The Service Provider guarantees compensation of losses to the Purchaser and/or third parties in the case where the Service Provider or its specialists, employees or representatives fail to comply with the requirements of the legislation applicable in the Republic of Lithuania and this leads to any claims of action against the Purchaser and/or third parties.

7.4. The Service Provider has the right:

7.4.1. to receive in full the remuneration for quality Services rendered to the Purchaser in a timely and due manner;

7.4.2. to ask the Purchaser for information or documents as regards due performance of the Contract that become necessary in the course of performance of the Contract;

7.4.3. to require the Purchaser to accept the supplied Services that comply with the requirements of the Procurement conditions, Contract and legislation applicable for Service provision, and to sign a transfer and acceptance deed;

7.4.4. to require the Purchaser to perform other contractual obligations in a due and timely manner.

7.5. Other obligations, rights and duties of the Purchaser and of the Service Provider (if any) are defined in the applicable legislation of the Republic of Lithuania and in the SP of the Contract.

8. RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

8.1. Subproviders may provide only those Services which the Service Provider planned to assign to Subproviders in the Tender and which are specified in the SP of the Contract.

8.2. If the SP of the Contract does not specify the Services for which the Service Provider plans to engage Subproviders, the Service Provider is prohibited from using Subproviders for performance of the Contract.

8.3. The Services specified in the Tender by the Service Provider as assignable to Subproviders may only be provided by the Subproviders specified while submitting the Tender, by the Subproviders notified to the Purchaser by the Service Provider before the start of performance of the Contract, and by the Subproviders engaged for the provision of Services by the Service Provider during the validity of the Contract.

8.4. A replacement of a Subprovider is possible only in respect of the Services that the Service Provider intended to assign to Subproviders which are specified in the SP of the Contract.

8.5. Subproviders may be replaced or new Subproviders may be engaged only after the Service Provider submits to the Purchaser a request concerning the replacement of the Subprovider specified in the Contract or concerning the engagement of a new Subprovider as well as documents evidencing that the respective Subprovider meets the qualification requirements laid down in the conditions of Procurement (if any) and after it obtains a written consent of the Purchaser concerning the replacement of the selected Subprovider or the engagement of a new Subprovider. A copy of the written notice about the fact of replacement and the intended

date thereof given to the Subprovider specified in the Contract must also be enclosed to the documents by the Service Provider. For the avoidance of doubt, the Parties agree that once all conditions set forth in this Clause are met, no separate agreement amending this Contract will be concluded, and the documents specified in this Clause produced by either Party to the other one shall be deemed to be an integral part of the Contract.

8.6. Where the Service Provider's intended Subprovider does not meet the qualification requirements for Subproviders laid down in the conditions of Procurement, the Service Provider undertakes to replace the Subprovider that does not meet the qualification requirements with another one within 5 (five) business days from receipt of the Purchaser's notice of Subprovider's failure to meet the qualification requirements.

8.7. The Service Provider must ensure that Subproviders providing Services and performing the Contract have the required qualification and experience necessary for the due performance of the Contract both at the conclusion of the Contract and throughout the period of its validity. The Service Provider shall be responsible for the quality of Services provided by Subproviders and their compliance with work safety requirements.

8.8. If the Service Provider replaces the existing or engages (hires, employs, authorises performing works under the Contract, etc.) a new Subprovider without the consent of the Purchaser issued in writing in accordance with Clause 8.5 of the GP of the Contract, or Services under the Contract are provided by Subproviders with qualification that does not meet the qualification requirements laid down for Services of such a nature in the legislation, the Service provider must pay a fine in the amount of EUR 10,000.00 (ten thousand euros 00 ct) at the Purchaser's request.

8.9. In the case of necessity to replace the partners specified in the joint activity contract with different ones (if the Services are provided under a joint activity contract), all following conditions must be met:

8.9.1. the Service Provider shall supply the Purchaser with the following documents:

8.9.1.1. a request of the remaining joint activity partner concerning the replacement of its joint activity partner;

8.9.1.2. a request of the withdrawing joint activity partner to withdraw from the partners of joint activity contract and to assign all obligations under the joint activity contract to the new/remaining joint activity partner;

8.9.1.3. the consent given by the new/remaining joint activity partner in writing to replace the withdrawing joint activity partner and to assume all obligations of the withdrawing joint activity partner under the joint activity contract and the documents supporting the qualification of the new/remaining joint activity partner (if applicable).

8.9.2. the Service Provider obtains the Purchaser's written consent to replace joint activity partners;

8.9.3. The Service Provider shall supply the Purchaser with a copy of the new joint activity contract or of the existing joint activity contract amendment in which the obligations of the remaining joint activity partner will remain the same as in the former joint activity contract, while the new joint activity partner will overtake all obligations of the withdrawing partner under the former joint activity contract.

8.10. The Service Provider shall not be entitled to engage any employees of the Purchaser for performance of this Contract (to conclude an employment contract, a contract for works, etc.).

8.11. Where the conditions of Procurement provide for the option of direct settlement of accounts between the Purchaser and the Subproviders, and the Subprovider expresses the intention to take advantage of the direct settlement option, the Purchaser, the Service Provider and the Subprovider shall enter into a trilateral agreement in accordance with the provisions of the Law.

8.12. If the Service Provider relies on the capacities of other entities taking account of the requirements of economic and financial capacity specified in the procurement documents, the Service Provider and the entities the capacities of which are relied upon shall be jointly and severally liable for performance of the Contract, unless otherwise specified in the SP of the Contract.

8.13. A failure to comply with the provisions of this Section shall be deemed to be a material breach of the Contract.

9. SERVICE PROVISION PERIODS, THE PROCEDURE FOR THE TRANSFER AND ACCEPTANCE OF THE SERVICE PROVISION RESULT

9.1. The periods for provision of Services are specified in Section 5 of the SP of the Contract.

9.2. Upon the completion of the obligations provided for in the Contract, the Service Provider must address the Purchaser in writing concerning the signature of a Service Result Transfer and Acceptance Deed.

9.3. If the quality of Services meets the contractual requirements, the Purchaser shall sign the Service Result Transfer and Acceptance Deed within the period from the Service Provider's written application concerning the signature of the Service Result Transfer and Acceptance Deed specified in Section 5 of the SP of the Contract.

9.4. If at the transfer and acceptance of the Service result the Services are found to be provided inappropriately and the Service result does not meet the contractual requirements, the Purchaser shall be entitled to refuse signing the Service Result Transfer and Acceptance Deed and shall specify the reasons of the decision in writing (if possible, by specifying the measures to be taken by the Service Provider for securing that the quality

of Services meet the contractual requirements and that the Service Result Transfer and Acceptance Deed is signed).

9.5. The Service Result Transfer and Acceptance Deed must be drawn up in two copies having the same legal effect signed by authorised representatives of the Parties. The title to the Service result shall pass to the Purchaser from the date of signature of the Service Result Transfer and Acceptance Deed.

9.6. Should the Service Provider fail to provide the Services within the contractual periods for reasons that do not depend on the Purchaser, the Service Provider shall pay penalties (default interest/fine) at the Purchaser's request in the amount set in Section 5 of the SP of the Contract and shall cover the direct losses incurred by the Purchaser as a result to the extent they are not covered by the penalties (default interest/fines). If the Purchaser makes a claim for suffered losses, the default interest/fine shall be included in the amount of the losses.

9.7. On expiry of the Service provision period, the Purchaser, having received the request of the Service Provider stating the reasons for the Service provision delay related with at least one of the circumstances listed in Clause 9.8 of the GP of the Contract and the objective reasons justifying the delayed application (submitted after the Service provision period), may refrain from claiming default interest for the delay in provision of the Services during the period of existence of such circumstances.

9.8. Unless the contractual Service provision period has expired, Service provision periods may be extended by written agreement of the Parties, if the Service Provider submits a reasoned request to extend the Service provision period to the Purchaser at least 3 (three) business days before the expiry of the period, and the circumstances indicated in the request are related to at least one of the following:

9.8.1. the Purchaser fails to perform or is in breach of its obligations under the Contract and, for this reason, the Service Provider is unable to provide the Services;

9.8.2. the Service Provider's deadlines for Service provision are affected by additional instructions and/or information given by the Purchaser to the Service Provider;

9.8.3. the Service Provider's deadlines for Service provision are affected by particularly unfavourable meteorological conditions;

9.8.4. actions of the public or municipal authorities or any other obstacles attributable to the Purchaser and/or third parties hired by the Purchaser hinder the Service Provider from providing Services in time;

9.8.5. in the course of performance of the Contract, the following circumstances unforeseen at the signature of the Contract emerge: unforeseen modification of an order placed by the Purchaser, actions or omissions of third parties attributable to the Purchaser, pre-court and court dispute settlement procedures pending, changes in legislation related with the performance of the Contract, the Purchaser finds out new circumstances under which it is necessary to review Order quantity or delivery conditions, etc.

9.9. If the necessity to extend the start and the end of the Service provision period due to objective reasons that neither depend on the Service Provider or on the Purchaser arises for the Purchaser, the Purchaser shall submit a reasoned request to extend the Service provision period.

9.10. The Parties undertake to give written notice to each other of the emergence of the circumstances specified in Clause 9.8 of the GP of the Contract without delay. In the cases provided for in Clause 9.8 of the GP of the Contract the Service provision periods may be extended for a period not exceeding the circumstances specified in Clause 9.8 of the GP of the Contract.

9.11. The Purchaser, having received a reasoned request of the Service Provider explicitly stating and objectively justifying the reasons for the breach of deadlines (delay) related with at least one of the circumstances listed in Clause 9.8 of the GP of the Contract, supported by evidence, may chose not to require the Service Provider to pay penalties for the period of existence of such circumstances, however, only in the case where the Service provision period was not extended in time for other reasons that negligence or an omission of the Service Provider.

10. USE, SUPPLY OR WORK

10.1. If, in the course of provision of Services, the Service Provider is obliged to take certain objects of the Purchaser and, after the provision of Services, to return them to the Purchaser or, if the Purchaser supplies the Service Provider with any movable objects owned by the Purchaser for the purpose of provision of Services, without prejudice to other provisions of the Contract, the following rules shall apply:

10.1.1. the Purchaser shall transfer such objects to the Service Provider EXW (INCOTERMS 2010) at the place specified in writing;

10.1.2. the Service Provider shall return the transferred objects to the Purchaser DDP (INCOTERMS 2010) within the deadline set in the Contract or otherwise in writing to the point of delivery specified in writing;

10.1.3. such a transfer of Purchaser's objects shall not grant any possession rights in respect of these objects to the Service Provider except those that are necessary for performance of the Service Provider's obligations under this Contract.

10.2. If the documents of the Contract provide that the Service Provider is obliged to supply the Purchaser with certain goods and/or to perform certain works for the benefit of the Purchaser in the course of provision of the Services, all provisions of the Contract setting the procedure for the provision of Services shall be *mutatis mutandis* applicable for such supply of goods or performance of works (including the periods and procedure for giving notices concerning quality).

10.3. Without prejudice to the provisions of Clause 10.2 the GP of the Contract, the supply of Goods under this Contract shall be also governed by the following special rules:

10.3.1. all Goods supplied to the Purchaser must be delivered DDP (INCOTERMS 2010), including any costs of unloading and related works (installation of Goods, their launching, testing, calibration, programming, assembly and other works and services provided for in the SP of the Contract and/or without which the Purchaser would not be able to use the Goods for their direct purpose, and for this reason the Service Provider as a professional in its field must have foreseen them and included in the Tender). The address for delivery of Goods is specified in Section 5 of the SP of the Contract;

10.3.2. if goods are transferred to the Purchaser for the direct use rather than for being used up in order to reach the Service provision result, the procedures for their transfer and for submission of claims regarding defects caused during the carriage of goods laid down in the Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply.

10.4. Without prejudice of the provisions of Clause 10.2 of the GP of the Contract, the following rules shall apply for performance of works under this Contract:

10.4.1. The Service Provider shall perform construction exploration, design, construction contract works in accordance with the requirements of the applicable legislation and (or, if applicable) in accordance with the requirements of the design task submitted by the Purchaser, technical project and (or, if applicable) in accordance with the instructions of the project manager, technical supervisor or engineer nominated by the Purchaser.

10.4.2. If works of another nature are carried out under this Contract, the provisions of the Civil Code of the Republic of Lithuania governing the procedure for performing such works shall also be applicable for the procedure of their performance.

11. PAYMENTS, PECUNIARY OBLIGATIONS AND SUSPENSIONS

11.1. The Purchaser shall pay the Service Provider for the actually provided and accepted Services after the signature of the Service Result Transfer and Acceptance Deed under a VAT Invoice issued by the Service Provider on the basis of the deed within the period set in Section 6 of the SP of the Contract.

11.2. All payments under this Contract shall be made in euros, unless provided otherwise in Section 6 of the SP of the Contract.

11.3. While issuing a VAT invoice or another required type of bill and a Service Result Transfer and Acceptance Deed, the Service Provider shall indicate the date and number of the Contract and shall clearly detail the specific Service rendered (in the VAT invoice, in the billing statement or in the Service Result Transfer and Acceptance Deed). The number of the investment project may also be indicated, if this is required under other provisions of this Contract.

11.4. The Parties agree to apply the following procedure for making set-offs in Purchaser's payments:

11.4.1. first in line payments shall be imputed to Service Provider's claims related to the performance of payment obligations for the Services provided hereunder;

11.4.2. second in line payments shall be imputed to Service Provider's claims related to payment of penalties or compensation of losses hereunder;

11.4.3. third in line payments shall be imputed to other amounts due by the Purchaser to the Service Provider (if any).

11.5. For international payments hereunder SHA settlement system shall be applicable (the paying Party shall pay the bank charges for a cross-border payment, and the charges of foreign banks shall be covered by the Party accepting the payment).

11.6. If there are no grounds for suspending a payment, the Purchaser which has failed to pay the Service Provider for the rendered Services within the period set in Section 6 of the SP of the Contract, shall pay default interest at the rate of 0.05 percent of the outstanding amount for each overdue day at the Service Provider's request.

11.7. The Purchaser shall be entitled to suspend the payment to the Service Provider if the Service Provider fails to perform or is in breach of its obligations provided for in the Contract or in the legislation until these obligations are duly performed.

11.8. If penalties payable by the Service Provider have accrued under this Contract, the amount to be paid by the Purchaser for the Services shall be reduced in the amount of the accrued penalties. Besides, the Purchaser shall have the right to deduct the accrued penalties from any payments made to the Service Provider in accordance with the procedure laid down by the legislation, by giving written notice about the set-off made in respect of the penalties.

11.9. The Service Provider will have to submit Invoices through the e-service "E-Invoice" (in Lithuanian: "E. sąskaita") (the website on which the e-service is provided can be reached at the address www.esaskaita.eu) in accordance with the procedure laid down by the Law and other legal acts.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. All results and all rights related therewith acquired during the performance of the Contract, including the intellectual property rights, except personal non-property rights to the results of intellectual activities, are the property of the Purchaser which passes to the Purchaser without any restrictions from the moment of transfer of Service results, and which may be used, published, assigned or transferred to third parties by the Purchaser without a separate consent of the Service Provider.

12.2. The Purchaser is entitled to use the copyright objects developed in the course of provision of Services for the purposes of its activities and for other purposes.

12.3. The Purchaser is entitled to use the copyright objects developed on the basis of the Contract both in Lithuania and abroad without any additional payments. Economic rights of the author to copyright objects developed by the Service Provider in the course of performance of the Contract shall be transferred to the Purchaser for the whole period of validity of economic rights of the author as provided for in the legislation.

12.4. Any documents related to the Contract (except the very Contract) belong to the Purchaser and, upon the discharge of the Service Provider's obligations, shall be returned to the Purchaser at the Purchaser's request (including all copies thereof).

12.5. The text of this Contract, except the documents drawn unilaterally by the Service Provider and the data identifying the Service Provider, is a copyright work of the Purchaser. The procedures of conclusion and performance of this Contract are the good practice of the Purchaser. The Service Provider is only granted the non-exclusive fixed-term right to use the text of the Contract for the purposes of performance of this Contract only. The Service Provider shall only be permitted to use the text of this Contract and/or the know-how acquired in the course of application of Contract conclusion and performance procedures by the Purchaser in its activity if it has obtained the advance written consent of the Purchaser.

12.6. The Service Provider guarantees compensation of losses and/or damage to the Purchaser (including litigation costs) relating to any claims arising from a violation or a suspected violation of intellectual property rights (including defence in the case of a suspected violation) except the cases where such a violation (or suspected violation) results from the Purchaser's fault.

12.7. If in the course of provision of Services the Service Provider uses any works of other authors for the development of copyright objects/ in the course of provision of Services the Service Provider uses third parties for the development of copyright objects, the Service Provider shall be fully liable both to the Purchaser and to such persons for the lawfulness of the use of their works and other materials intended for the development (creation) of the copyright objects that are intended to be created in the course of provision of the Services. The Service Provider shall assume the liability for claims or actions arising from the relationship with authors and other third parties concerning copyright infringements, related to copyright objects transferred to the Purchaser in the course of provision of the Services and undertakes to compensate the losses incurred by the Purchaser as a result.

12.8. The Service Provider shall inform the Purchaser of any initiated actions or any other claims concerning any actual or suspected Contract-related intellectual property right infringement without delay.

12.9. Without the advance written consent of the Purchaser the Service Provider is not entitled to transfer any copyright objects developed under the Contract (including their working versions) or to assign or disclose them to third parties in any way, or to disseminate/demonstrate such objects (or their components) in any way and/or exercise the economic rights of the author provided for in the legislation to the copyright objects developed on the basis of the Contract (including their working versions) in any way.

13. CHANGES TO CONTRACTUAL CONDITIONS

13.1. The contractual conditions may not be changed during the period of validity of the Contract, unless the Contract provides for changes of certain conditions and/or such changes are permitted by the Law.

13.2. Contract amendments of a technical nature (such as details of the parties, errors) and adjustment of individual Contract performance conditions under the circumstances provided for in the Contract shall not be deemed to be changes to the contractual conditions.

13.3. Any amendment of the terms of the Contract may be initiated by either Party by submitting to the other Party the relevant request and supporting documents. The Party, upon receipt of such a request, must examine it within 20 calendar days and provide a reasoned written reply to the other Party. In the case if a disagreement between the parties the Purchaser shall have the right to decide.

14. BREACH OF THE CONTRACT AND ITS CONSEQUENCES, TERMINATION OF THE CONTRACT

14.1. If a Party fails to fulfil or is in breach of its obligations hereunder, it is in breach of the Contract. If either Party is in breach of the Contract, the other Party shall have the right to exercise any legitimate remedies, including without limitation:

14.1.1. to claim that the other Party fulfils its contractual obligations properly;

14.1.2. to claim for losses;

14.1.3. to invoke the Contract performance security, if this was a requirement provided in the terms of Procurement;

14.1.4. to claim penalties (default interest/fines) provided in the Contract and compensation of losses;

14.1.5. to terminate the Contract in accordance with the procedure laid down in Clause 14.2 of the GP of the Contract.

14.2. The Purchaser shall have the right to terminate the Contract unilaterally without making an application to a court by giving a notice to the Service Provider thereof in writing 5 (five) calendar days in advance provided the Service Provider has made a material breach of the Contract. A breach of the Contract made by the Service Provider shall be deemed to be a material breach provided:

14.2.1. the Services being provided do not meet the requirements laid down in the Contract and the Service Provider fails to rectify Service provision defects within the period set in the Contract;

14.2.2. the Service Provider has missed the Service provision deadline for more than two consecutive times, where the provision of Services is of a continuous nature;

14.2.3. If the Services are not of a continuous nature and the Service Provider fails to respect the Service provision deadline set in Section 5 of the SP of the Contract, and the delay exceeds 30 days after the deadline;

14.2.4. The qualification of the Service Provider no longer meets the requirements laid down in this Contract and these unconformities were not remedied within 14 (fourteen) days from the date on which the qualification became nonconforming;

14.2.5. The Service Provider is initiated bankruptcy or restructuring proceedings, non-judicial bankruptcy procedure, or procedures of forced liquidation or an arrangement with its creditors, or is subject to any analogous procedures in accordance with the laws of the country of its registration, the Purchaser becomes aware of other enforcement of the rights of the Service Provider's creditors which have a material impact on the Service Provider's possibilities to perform the Contract and/or the Service Provider is imposed a criminal conviction for the offenses defined in Article 45(1) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts that has become final;

14.2.6. the Service Provider violates the provisions of this Contract governing competition, the management of intellectual property or confidential information;

14.2.7. the Service Provider violates the provisions of Section 8 of the GP of the Contract;

14.2.8. other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania exist.

14.3. If the Purchaser terminated the Contract under the procedure laid down in Clause 14.2 of the Contract, at the Purchaser's request, the Service Provider shall pay the Purchaser a fine at the rate of 10 (ten) percent of the price of Services and shall compensate the direct losses related to termination of the Contract. If the Purchaser claims for suffered losses, the amount of the fine shall be included in the amount of the losses.

14.4. The Purchaser is entitled to terminate the Contract unilaterally without the Service Provider's fault by the extrajudicial procedure by giving notice to the Service Provider in writing 30 (thirty) calendar days in advance, despite the fact the Service Provider has already begun executing the Contract. In such a case the Service Provider is only paid for the Services duly provided by the date of termination of the Contract, the Service Provider is not entitled to any compensations or compensated any losses.

14.5. Purchaser's unilateral declaration of termination of the Contract, having notified the Service Provider and indicated the reasons for termination of the Contract, not later than within 30 (thirty) calendar days in the following cases:

14.5.1. the Contract was amended in violation of Article 97 of the Law;

14.5.2. it became apparent that the contracted Service Provider should have been removed from the procurement procedure *mutatis mutandis* pursuant to Article 46(1) of the Law on Public Procurement, which is applied in conjunction with Article 59 (1) of the Law on Procurement;

14.5.3. it became apparent that the agreement with the Service Provider should not have been concluded because the Court of Justice of the European Union, in accordance with Article 258 of the Treaty on the Functioning of the European Union, acknowledged the failure to fulfil its obligations under the founding treaties of the European Union and Directive 2014/25/EU;

14.6. The Parties are entitled to terminate this Contract unilaterally by the extrajudicial procedure on the grounds and under the procedure laid down in the legislation of the Republic of Lithuania.

14.7. This Contract may only be terminated by mutual written agreement of both Parties.

15. CONTRACT PERFORMANCE SECURITY

15.1. The Parties declare that the penalties provided for in this Contract are considered equitable and reasonable and agree that they will not be reduced, regardless of whether or not a part of the obligation is fulfilled. In addition, the Parties acknowledge that the amount of the penalties shall be treated as liquidated damages of the affected Party which the other Party must compensate to the affected Party for breach of (incompliance with) the Contract, without requiring to prove the amount of the damages.

15.2. The Parties must pay any penalties due hereunder within 10 (ten) days after the date of receipt of an invoice or another document issued to them whereby the payment request is submitted. The Parties must pay any losses due hereunder within 10 (ten) days after the date of receipt of the respective claim submitted in writing.

15.3. Compensation of losses and payment of penalties shall not release the Party from the duty to perform the provisions of the Contract.

15.4. If the conditions of Procurement provide that the Service Provider is required to issue additional Contract performance securities, the following provisions shall be applicable:

15.4.1. the Service Provider must produce a Contract performance security covering the amount specified in the SP of the Contract valid at least for the period of validity of this Contract no later than within 10 (ten) business days from the date of signature of this Contract. Where the validity of the Contract Guaranty may expire during the period of validity of the Contract, the Service Provider must produce a new Contract Guaranty to the Purchaser or to extend the existing one for the remaining validity period of the Contract at least 5 (five) business days by its expiration. In all cases the Contract Guaranty must be continuously valid throughout the whole validity period of the Contract.

15.4.2. In the cases where the Service Provider fails to produce a new Contract Guaranty or to extend the existing one for the period specified in Clause 15.4.1 of the GP of the Contract at least 2 (two) business days by the expiry of the Contract Guaranty, the Purchaser reserves the right to exercise the existing Contract Guaranty.

15.4.3. The Contract Guaranty should specify that the issuer of the Contract Guaranty unconditionally and irrevocably assumes the obligation to pay the Purchaser an amount not exceeding the one specified in the Contract Guaranty within 7 (seven) business days from the first written notice by the Purchaser to the issuer of the Contract Guaranty about a violation of the contractual obligations by the Service Provider, their full or partial non-execution or inappropriate execution. The issuer of the Contract Guaranty shall not be entitled to require the Purchaser to support its claim. In its notice to the issuer of the Contract Guaranty, the Purchaser shall specify that it is entitled to the amount of the Contract Guaranty as a result of a full or partial non-execution of Contract conditions or another breach of the Contract by the Service Provider. The Purchaser does not assume the obligation to prove the actual losses and, by signing this Contract and producing the Contract Guaranty, the Service Provider confirms that the Contract Guaranty amount is to be considered as liquidated damages of the Purchaser that need not to be proved.

15.4.4. The Purchaser shall return the Contract performance security to the Service Provider no later than within 30 (thirty) calendar days from the receipt of the request of the Service Provider after the discharge of obligations assumed hereunder.

15.4.5. Should the Service Provider fail to produce the Contract Guaranty within the deadline set in Clause 15.4.1 of the GP of the Contract, the Purchaser shall be entitled to terminate this Contract unilaterally without giving advance notice and without compensating any losses incurred by the Service Provider as a result of the unilateral termination of the Contract. If, under the conditions of the SP of the Contract, the Contract takes effect from the moment on which the Service Provider supplies the Purchaser with the Contract

Guaranty, this provision of the Contract concerning Contract termination shall not be applicable, and it shall be deemed that the Service Provider refused to enter into the Contract.

16. LIABILITY OF THE PARTIES

16.1. The Parties shall be liable for a failure to perform or improper performance of their contractual obligations in accordance with the procedure laid down in this Contract and in the legislation.

16.2. A Party shall be released from the liability for non-performance of the Agreement if it proves that the Agreement was not performed due to circumstances beyond the control of the Party, Party at the time of the conclusion of the Agreement could not reasonably foresee the occurrence of these circumstances and the Party could not prevent those circumstances or their consequences. Force majeure does not include situations when there are no goods available on the market for the performance of obligations, the Party does not have the necessary financial resources or the Party's contractors are in breach of their obligations.

16.3. A Party unable to perform the obligations under the Agreement due to Force majeure circumstances must immediately, but not later than within 3 (three) days from the occurrence of such circumstances, notify the other Party in writing by providing evidence that it has taken all reasonable precautions and has made efforts to reduce costs or negative consequences, as well as to indicate when the obligations will be fulfilled. Notification is also required when the grounds for non-compliance cease to exist.

16.4. The ground to release the Party from contractual liability arises from the moment of occurrence of Force majeure circumstances or if the notification has not been submitted in time, from the moment of submission of the notification. If a Party fails to send notification in time or fails to notify of Force majeure circumstances, it shall indemnify the other Party for the damage suffered as a result of non-timely notification or non-notification.

16.5. In the event of Force majeure, the Parties shall be released from liability for non-performance, partial non-performance or improper performance of the obligations provided in the Agreement, and the term to perform obligations shall be extended. If the circumstance which makes it impossible to perform the Agreement is temporary, the Party shall be released from liability only for the period that affects the performance of the Agreement. If the circumstances of Force majeure last for more than 6 (six) months, either Party has the right to unilaterally terminate the Agreement by notifying the other Party in writing 30 (thirty) calendar days in advance. Upon termination of the Agreement on this basis, the Parties shall, not later than within 30 (thirty) calendar days from the date of termination of the Agreement, settle accounts with each other and fulfill other obligations.

17. CONFIDENTIAL INFORMATION

17.1. The Purchaser shall publicise the Contract in accordance with Article 94(9) of the Law on Procurement. The Parties agree not to disclose any confidential information to a third party without the advance written consent of the disclosing Party, as well as not to use any confidential information for personal or third party needs, except the cases where such information must be disclosed to a legal, financial or other specialist/advisor or to the lender.

17.2. All information provided by the Purchaser to the Service Provider shall be deemed to be confidential, unless the Purchaser confirms in writing that certain information is not confidential.

17.3. In addition, confidential information shall include:

17.3.1. any information obtained in the course of performance of this Contract in an electronic form, in writing or in any other way;

17.3.2. the data, personal data, electronic data, archived information and other information prepared by the employees of the Party.

17.4. A person to whom a Party discloses confidential information, must assume confidentiality obligations in accordance with the provisions of this Article, and to use such information for the purpose for which it was provided only. The provisions of this Article shall not be applicable to information which is or becomes publicly available, or is disclosed (or must be disclosed) under the legislation requirements. In addition, confidential information shall not include the supply and use instructions relating to the goods supplied along with the Services and other information of a similar nature. The Party in breach of the obligation to protect and not to disclose confidential information provided hereunder must compensate the losses caused to the other Party by the breach of the Contract and take all reasonable steps to remedy the consequences of the disclosure.

17.5. The Parties know, agree and undertake not to disclose, proclaim or transfer any confidential information to third parties, to use this information only for the purpose to perform the Contract, and to return confidential information to the other Party or destroy the supplied information upon the expiry or termination of the Contract.

17.6. The Party in breach of the confidentiality undertaking provided for in this Contract, at the request of the other Party, shall pay a fine in the amount of EUR 3,000.00 (excluding the value added tax) and shall compensate all direct and indirect losses incurred by the other Party to the extent not covered by this fine.

17.7. The Purchaser may use all information received in the course of performance of the Contract for the purposes of its company and/or of a company directly or indirectly controlled by the Purchaser and/or the for purposes of any activities of a company directly or indirectly controlled by the Purchaser, and this will not be deemed to be a breach.

17.8. If the SP of the Contract so provides, the Service Provider shall have to sign a separate confidentiality agreement which may contain different provisions governing confidential information.

18. FINAL PROVISIONS

18.1. The Purchaser may suspend the performance of the Contract or of a part thereof for a period and in the manner that it deems required. If the period of suspension exceeds 30 days, the Service Provider is entitled to require a permission to renew the performance of the Contract, and if the Purchaser does not give the permission within 10 days after the respective Service Provider's request, to terminate the Contract after giving notice 10 days in advance.

18.2. Changing the Supplier as a party is possible in the event of reorganisation, liquidation, restructuring or bankruptcy procedures initiated for the Supplier, in the event of a change in the Supplier's status or where a third party overtakes the Supplier's functions or a part thereof on the basis of a transaction. The Supplier shall be obliged to notify the Purchaser thereof in writing at least 30 (thirty) business days by the moment of the transfer and acceptance of the Supplier's rights and obligations and to enclose the documents supporting the qualification of the successor to this letter. The qualification of the Supplier's successor must be at least equal to the one of the contracted Supplier in terms of the criteria established in the documents of Procurement. The Purchaser, after having received the letter of the Supplier with all documents supporting the qualification of the Supplier's successor, shall examine the contents of the documents and shall approve or reject the change of the Contract Party in writing within 10 (ten) business days. If the Purchaser gives its approval, an amendment to the Contract shall be signed. The Parties represent and warrant that such a transfer of the Supplier's rights and obligations shall not be deemed to constitute a novation in terms of Paragraph 3 of Section I of Book VI of the Civil Code of the Republic of Lithuania and shall not by itself affect the validity of the Contract. The Supplier shall not acquire the right to transfer its rights or obligations under this Contract to any third person without the advance consent given by the Purchaser in writing. A failure to comply with this condition shall be deemed to constitute a material breach of the Contract.

18.3. The Service Provider shall not acquire the right to transfer its rights and/or obligations under this Contract to any third person without the consent given by the Purchaser in writing.

18.4. The Parties agree that where the company of the Purchaser is reorganised or its status is changed in accordance with the procedure prescribed by the legislation, the successor of the Purchaser shall become a party which overtakes all rights and obligations assumed by the Purchaser hereunder without any consent given by the Service Provider in writing. The Parties represent and warrant that such an assignment of the Purchaser's rights and obligations shall not be deemed to constitute a novation in terms of Paragraph 3 of Section I of Book VI of the Civil Code of the Republic of Lithuania and shall not by itself affect the validity of the Contract. The Parties agree that the Purchaser or its successor will inform the Service Provider of the assignment of rights and obligations provided for in this Clause in accordance with the procedure prescribed by the legislation, and the Parties will not conclude a separate amendment to the Contract.

18.5. No Party shall acquire the right to transfer its rights and/or obligations under this Contract to any third person without the consent given by the other Party in writing. This restriction of transfer of obligations shall not apply in the cases where the obligations of the Purchaser arising due to the transfer of the Purchaser's functions or a part thereof hereunder are transferred to another contracting entity – the Purchaser's associates which fulfil on of the criteria established in Article 2(8) of the Law on Corporate Income Tax of the Republic of Lithuania.

18.6. All notices and other information exchanged between the Parties hereunder shall be transmitted in writing and shall be deemed to be duly delivered if served personally, sent by courier services, by a registered letter or by other means specified in the annexes to the SP of the Contract to the addresses specified in these annexes.

18.7. The Parties shall nominate contact persons for communications whose data are specified in Annex 1 to the SP of the Contract.

18.8. Each Party must inform the other one of any changes of the address, details or contact persons specified in the SP of the Contract within 5 business days. All notices and other communications sent to the address specified in the Contract before the notification of the change of the address shall be deemed to be served in a due way.

18.9. The relation of the Parties arising from the present Contract and not discussed in the terms and conditions thereof shall be regulated by the laws and other legal acts of the Republic of Lithuania.

18.10. Any disputes concerning the performance of this Contract shall be resolved by the Parties by negotiations. Should the Parties be unable to resolve their disputes by negotiations, they shall be settled by

court proceedings before the courts of the Republic of Lithuania under the procedure prescribed by the legislation.

18.11. By the conclusion of the Contract the Parties may negotiate other provisions of the Contract not mentioned in the GP of the Contract and/or the SP of the Contract which are not contrary to the conditions of Procurement and to the provisions of the Law.

18.12. If any provision of this Contract is or becomes in whole or in part invalid, it shall not invalidate the remaining provisions of this Contract. In this case, the Parties agree to make every effort to replace the invalid provision with a legally effective provision, which as far as possible would have with the same legal and economic outcome as the replaced provision.

18.13. This Contract is made in two copies bearing equal legal standing, one to either Party.

19. OTHER CONDITIONS

19.1. The Parties agree that in the course of provision of Services the Service Provider shall provide the final documents and other materials related to Service provision in Lithuanian only. If the respective final documents and other materials necessary for Service provision are presented in a different language than Lithuanian, the Service provider must enclose a translation of the document into Lithuanian certified by the translator's signature and the seal of the translation agency.

19.2. In addition, in the SP of the Contract and/or in the Technical Specification, the Purchaser may specify the additional documents (in addition to those specified in Clause 19.1 of the GP of the Contract) to be submitted in Lithuanian or another language acceptable to the Purchaser.

19.3. Should the Service Provider fail to comply with the requirements laid down in Clause 19.1 and/or Clause 19.2 of the GP of the Contract (produce the documents not in Lithuanian without enclosing a translation of the document into Lithuanian certified by the translator's signature and the seal of the translation agency), the Purchaser shall be entitled to translate these documents at its own cost, and in such a case, it will reduce the amount to be paid for Services in the amount of the incurred actual costs related to translation services.

19.4. By concluding this Contract the Parties confirm that they are aware that the 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) applicable since 25 May 2018 may have an effect on the performance of this Contract. The Parties acknowledge that in case of necessity to process, provide or transfer the personal data of one Party to the other one in any way, this Contract and its annexes or further amendments may be amended and/or a separate agreement concerning personal data processing or transfer may be signed in order to ensure the compliance with the General Data Protection Regulation, and in the case of such necessity they agree to review and/or amend the Contract and its annexes and/or sign an additional agreement, as well as to take other necessary steps to ensure the compliance with the requirements of the General Data Protection Regulation.
