

14.5. The Contract shall be considered illegal and invalid if it is determined that the performance of the Contract is in conflict with the sanctions implemented in the Republic of Lithuania, as defined in the Law on the Implementation of Sanctions and other international, European Union and Republic of Lithuania legal acts (at least one of the applicable sanctions). The moment of invalidity of the Contract shall be determined in accordance with the aforementioned law. If the Contract is declared invalid, restitution shall be applied, if return in kind is impossible, compensation shall be paid according to the value of what was received in money according to the rates established in the Contract, if such compensation does not contradict the criteria of reasonableness, fairness and justice.

14.6. The Buyer shall immediately unilaterally terminate the Contract due to the fault of the Supplier or suspend its performance for the period of implementation of sanctions, as defined in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania and other international, European Union and Lithuanian legislation, with a written notice given to the Supplier where the Contract has entered into force prior to the establishment of implementation of such international sanctions in the Republic of Lithuania and that is not in conflict with the European Union or international legislation. It is prohibited to assume new obligations under the Contract the fulfilment whereof would be in conflict with international sanctions implemented in the Republic of Lithuania.

14.7. The Supplier shall have the right to unilaterally terminate the Contract by notifying the Buyer in writing less than 30 (thirty) days in advance, if the Buyer does not pay the Supplier according to the properly and timely submitted payment documents, and the Buyer's indebtedness exceeds the calculated amount of penalties specified in the Special Terms and Conditions of the Contract.

14.8. The Contract can be terminated in other cases and according to the procedure established in the Contract and/or CC, other legal acts

14.9. Upon termination of the Contract or its declaration null and void due to the fault of the Supplier, including without limitation, due to the application of sanctions imposed on the Supplier or any person engaged thereby, shareholder, manufacturer, Object of Procurement (any part thereof) or due to national security threats posed by the Supplier or any person engaged thereby, shareholder, beneficiary, Object of Procurement (any part thereof), the quantity purchase obligations of the Buyer shall not be valid. Furthermore, if the Contract is terminated due to the fault of the Supplier, the Buyer shall acquire the right to the Contract performance security. Losses or expenses incurred by the Buyer and penalties charged to the Supplier may be deducted from the amounts payable to the Supplier.

14.10. Upon termination of the Contract, the Buyer shall pay the Supplier for the Goods duly delivered and accepted by the Buyer prior to the termination of the Contract and for any penalties attributed to it (if applicable).

14.11. Upon termination of the Contract, the Supplier shall pay the Buyer the penalties attributed to it and shall compensate the Buyer for all losses caused by improper performance of the Contract and/or termination of the Contract due to the fault of the Supplier, including, but not limited to, the price difference arising when the Buyer acquires the missing Goods from third parties.

14.12. Termination of the Contract shall not affect the validity of the terms and conditions of the Contract which determine the procedure for dispute resolution, including the warranty periods and other terms and conditions of the Contract, if these terms and conditions by their essence remain in force even after the termination of the Contract.

15. EXTENSION OF CONTRACT AND/OR CONTRACTUAL OBLIGATION

15.1. The time-limit for the performance of contractual obligations (one Product delivery time-limit, one order time-limit, one stage or other obligation, hereinafter referred to as the **Contractual Obligation**) may be extended under one of the following circumstances:

15.1.1. due to the circumstances related to the delay of the state authorities in performing actions related to the subject matter of the Procurement, the time-limits established in the legal acts or their internal procedures or the legal acts issued by the state authorities, temporarily restricting the movement persons, goods or provision of services and this directly affects the performance of the Contractual Obligation. The submission of comments or questions, due to which the time-limit for response or coordination or approval set for the state institution is extended, shall not be considered a delay;

15.1.2. due to works, services and/or goods not provided for in the Procurement documents, the need for which became apparent only after the start of the performance of the Contract and this need could not have been foreseen in the Procurement documents of the Buyer and the Supplier as an experienced professional in this field, which makes it necessary to make an additional procurement or amend the Contract in accordance with the provisions of legal acts that directly influence the performance of the Contractual Obligation;

15.1.3. if the Buyer, due to objective reasons arising during the performance of the Contract, cannot perform the obligations assumed by the Contract, clearly specified in the Contract, and the Supplier cannot perform the Contractual Obligation as a result;

15.1.4. if business entities related to the Buyer, except for the Supplier and its related business entities (sub-suppliers, business entities, partners, other contractors of the Supplier), do not perform work, deliver goods or provide services on time, without which the Supplier cannot objectively start or perform the Contractual Obligation.

15.2. The time-limit of the Contractual Obligation may be extended only during the period of validity of the Contractual Obligation in accordance with the procedure established in the Contract:

15.2.1. After the Buyer receives a written request from the Supplier with objective arguments, facts and evidence justifying the extension of the time-limit due to the occurrence of one or more of the above-mentioned circumstances. After evaluating the request, the Buyer shall have the right to refuse or agree to the extension of the Contractual Obligation in writing. Upon the failure to provide the evidence, calculations, specific arguments, facts to the Buyer, the Buyer will not be able to confirm the extension of the Contractual Obligation;

15.2.2. After the Buyer informs the Supplier in writing and provides it with a reasoned explanation, due to which circumstances and for which period it is necessary to extend the time-limit of the Contractual Obligation. The Supplier shall inform the Buyer in writing no later than within 1 (one) business day and confirm that it agrees to the extension of the Contractual Obligation. The Supplier shall have the right to object to the extension of the Contractual Obligation only if the Supplier can, at its own expense and with the Buyer's consent, eliminate the circumstances that necessitated the extension of the Contractual Obligation;

15.2.3. The extension of the Contractual Obligation shall be carried out for no longer than the period of existence of the specific circumstance.

15.3. If the extension of a specific Contractual Obligation affects the period of validity of a separate stage or the Contract, the period of validity of the stage or the Contract shall be extended by the same period as the Contractual Obligation is extended, including the remaining period of performance of the Contractual Obligation for the Supplier until the occurrence of the circumstance.

15.4. The extension of the time-limit of the Contractual Obligation shall not give the Supplier the right to demand additional payment, except if the Contract exactly, clearly and unambiguously provides otherwise.

15.5. The time-limit of the Contractual Obligation may be extended for a period of no longer than 8 (eight) months during the entire period of validity of the Contract. If the circumstances do not disappear within the specified extension period, each Party may unilaterally terminate the Contract by notifying the other Party in writing 30 (thirty) days in advance. In this case, the Supplier shall not be subject to penalties from the sending of the notification until the termination of the Contract, however, the Buyer shall pay the Supplier for the Goods transferred and accepted before the termination of the Contract, and the Supplier shall pay the Buyer the penalties attributed to it before the termination of the Contract and losses, if such were determined.

15.6. The Parties shall confirm the extension of the Contractual Obligation time-limit by means of a written agreement or the written motivated request of one Party to extend the Contractual Obligation and the written consent of the other Party will be considered an equivalent document. In all cases, the agreement on the extension of the time-limit of the Contractual Obligation or the request for extension and the consent to the extension shall be signed by the persons responsible for the performance of the Contract, authorized by the Parties. Such agreements or request and consent shall be considered to form an integral part of the Contract.

15.7. If the extension is carried out in accordance with the procedure provided for in this section due to the circumstances specified in Clause 15.1 of the General Terms and Conditions of the Contract, then such extension shall be considered the performance of the Contract under the conditions stipulated therein and shall not be considered an amendment of the Contract. If the extension is carried out due to other circumstances not specified in Chapter 15 of the General Terms and Conditions of the Contract or (and) not following the procedure established in this section, it shall be considered to be an amendment of the Contract, which can be carried out in accordance with the provisions of the PL or PPL.

16. SUSPENSION OF THE PERFORMANCE OF THE CONTRACT

16.1. The performance of the Contract may be suspended under one of the following circumstances:

16.1.1. the financing of the Buyer's project and/or this procurement object has been suspended, reduced or cancelled, as a result of which the Buyer must organize the raising of additional funds;

16.1.2. due to circumstances that directly affect the performance of the Contract and which are related to legal acts issued by state authorities (if the date of entry into force of such a legal act was not clear at the time of the Procurement), the Parties must take additional actions or the Buyer shall make an additional procurement or issue an additional internal legal act or hire, use more employees from other projects;

16.1.3. for works, services and/or goods not provided for in the Procurement documents, the need for which became apparent only after the beginning of the performance of the Contract and this need could not be foreseen in the Procurement documents of the Buyer and the Supplier as an experienced professional in this field, it is necessary to carry out an additional procurement or amend the Contract in accordance with the provisions of legal acts. The circumstance shall apply if the need that appeared during the performance of the Contract directly affects the performance of the Contract;

16.1.4. due to legal (arbitration) disputes with the Buyer or third parties, the subject matter of which is directly related to the performance of the Contract;

16.1.5. unforeseen circumstances arose, objectively beyond the control of the Parties, which were not known to the Parties at the time of the Procurement and whose elimination reasonably requires additional time, decisions, negotiations with the Supplier or third parties (e.g., state institutions) and/or additional procurements. The circumstance shall apply only if the same circumstance is encountered by the Contracting Parties in any case, regardless of who the Supplier is, and such circumstance directly affects the performance of the Contractual Obligation or the Contract;

16.1.6. The Buyer cannot perform its obligations in the order specified in the Contract due to unforeseen circumstances, and the Supplier cannot perform the Contract as a result thereof;

16.1.7. The performance of the Contract requires additional resources, goods, and equipment that were not provided for in the Procurement Documents and no reasonable, prudent Supplier could foresee such a need, and any other Supplier would face the same circumstance while performing this Contract and the circumstance directly affects the performance of the Contract.

16.2. The performance of the Contract may be suspended only during its period of validity in accordance with the procedure established therein:

16.2.1. Upon receipt by the Buyer of the Supplier's written request, which indicates the circumstances of the suspension (Clause 16.1. of the General Terms and Conditions of the Contract) and the arguments, objective facts and evidence justifying the occurrence of the circumstances and the possible time-limit. The Buyer, after evaluating the request, shall have the right to refuse or agree to the suspension of the Contract in writing. Upon the failure of the Supplier to provide specific arguments, facts, based on evidence during the period of validity of the Contract (if the Contract is suspended), the Buyer will not be able to confirm the suspension;

16.2.2. After the Buyer informs the Supplier in writing and provides him with a reasoned explanation, due to what circumstances and for what period it is necessary to suspend the time-limit of the performance of the Contract. The Supplier shall inform the Buyer in writing no later than within 1 (one) working day and confirm that it agrees to the suspension. The Supplier shall have the right to object to the suspension of the Contract only if the Supplier is able to remove the circumstances at its own expense and by its own efforts, which made it necessary to suspend the performance of the Contract.

16.2.3. The Supplier, upon receiving the Buyer's written notice of suspension, shall immediately, but no later than within 1 (one) business day after the date of sending the confirmation to the Buyer, suspend the performance of the Contract. If the Contract is suspended, the Parties cannot perform any obligations assigned to them under the Contract.

16.3. The performance of the Contract shall be suspended for no longer than the period of existence of specific, reasonable circumstances. The validity of the Contract shall be extended not for the period of the suspension, but for the period that, after the disappearance of the circumstances, remained for the performance of the Supplier's contractual obligations according to the Contract.

16.4. If the period of validity of the Contract is defined on a specific date, in this case the period of validity of the Contract may be extended for the period of time for which the performance of the Contract was suspended, however, the Supplier shall not be given an additional time-limit to perform its obligations, i.e., after the resumption of the performance of the Contract, it shall have the same time-limit for the performance of the contractual obligations as it remains until the suspension.

16.5. The occurrence of circumstances and suspension of the performance of the Contract shall not give the Supplier the right to demand additional payment, except if the Contract exactly, clearly and unambiguously provides otherwise.

16.6. The Contract may be suspended for a maximum of 8 (eight) months during the entire period of validity of the Contract. If the circumstances do not disappear within the specified suspension period, each Party may unilaterally terminate the Contract by notifying the other Party in writing 30 (thirty) days in advance. In this case, the Supplier shall not be subject to penalties from the sending of the notification until the termination of the Contract, however, the Buyer shall pay the Supplier for the Goods transferred and accepted before the termination of the Contract, and the Supplier shall pay the Buyer the penalties attributed to it before the termination of the Contract and losses, if such were determined.

16.7. The parties shall confirm the suspension of the Contract by written agreement. The written reasoned request of one Party to suspend the Contract and the written consent of the other Party will be considered an equivalent document confirming the suspension of the Contract. In all cases, the agreement on suspension or the request to suspend and the consent to suspend shall be signed by the persons responsible for the performance of the Contract, authorized by the Parties. Such agreements, requests, consents shall form an integral part of the Contract.

16.8. If the suspension is carried out in accordance with the procedure established in section 16, then such suspension shall be considered to be the performance of the Contract under the conditions stipulated therein and shall not be considered to be an amendment of the Contract. If the suspension is carried out due to other circumstances not specified in section 16 of the General Terms and Conditions of the Contract or (and) not according to the procedure set forth in this section, it shall be considered to be an amendment to the Contract, which can be carried out in accordance with the provisions of the General Terms and Conditions of the Contract.

17. DISPUTE RESOLUTION PROCEDURE

17.1. The laws and other normative legal acts of the Republic of Lithuania shall apply to the Contract and all rights and obligations arising from the Contract. The Contract shall be concluded and shall be interpreted in accordance with the law of the Republic of Lithuania.

17.2. Any disagreements or disputes arising between the Parties regarding this Contract shall be resolved by mutual agreement, negotiation. Upon the failure by the Parties to reach an agreement, any disputes, disagreements or claims arising from the Contract or related thereto, its breach, termination or validity, not resolved by agreement of the Parties, shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

18. CORRESPONDENCE

18.1. The Contracting Parties send correspondence to each other in Lithuanian (if the Contracting Party is a foreign entity – English or another language agreed with Buyer). All notices, consents and other communications that a Party may provide under the Contract shall be considered valid and properly served if they are personally delivered to the other Party and confirmation of receipt is received or if they are sent by registered mail, e-mail (with confirmation of receipt) to the addresses specified in the Contract, other addresses, which were indicated in writing by the Party when submitting the notification.

18.2. If the Party's address, name, telephone number, e-mail address, bank account details, legal entity or VAT payer codes change, such Party must inform the other Party in a written notification no later than 3 (three) calendar days from the moment of their change. Upon the failure by a Party to comply with these requirements, it shall have no right to claim or counter-claim, if the actions of the other Party, based on the last data known to it, are contrary to the terms and conditions of the Contract or it has not received any notification sent based on those data.

If the Party's address, name, telephone number, e-mail address, bank account details change and the other Party is properly informed about it, a separate amendment to the Contract is not made. This provision does not apply in case of change of legal entity or VAT payer code.

19. PROCEDURE FOR USING AND REPLACING BUSINESS ENTITIES, SUB-SUPPLIERS, SPECIALISTS

19.1. Neither Party shall have the right to transfer all or part of its rights and obligations under this Contract to any third party without the prior written consent of the other Party, except for the transfer of a monetary claim under a factoring contract with a third party (financier). The Parties shall agree that the transfer of a monetary claim arising from the Contract to a third party (financier) does not change the other mutual rights and obligations of the Parties provided for in the Contract and legal acts. The Buyer's permission to use or replace persons shall not change the Supplier's liability according to the Contract and legislation, the Supplier shall be unilaterally materially liable for all the persons used and their actions/omissions.

19.2. In the performance of the Contract, the following procedure for the use and/or replacement of business entities and specialists, whose capabilities the Supplier relied on when participating in the Procurement in order to meet the qualification requirements, shall apply:

19.2.1. In performing the Contract, the Supplier cannot change the economic entity on the capacities whereof it relied with regard to the qualification requirements (hereinafter: the '**economic entity**') and/or the specialist named in its tender without the Buyer's written consent. The newly employed economic entity and/or specialist who will replace the previous one shall possess qualifications not lower than those required by the Procurement documents, which the newly engaged economic entity and/or specialist must have acquired before the start of the performance of the obligations under the Contract, moreover it cannot pose a threat to national security, its use

cannot conflict with sanctions. Moreover, in accordance with the requirements set out in the Procurement documents, documentation justifying non-conformity of the economic entity to the grounds for exclusion (if applied during the conduct of the Procurement) shall be provided. The economic entity and/or specialist whose qualifications have been relied on may be replaced only in the following cases:

19.2.1.1. when a business entity goes bankrupt or a similar situation occurs;

19.2.1.2. when the business entity and/or specialist for objective reasons (for example, if the business entity and/or specialist refuses to participate in the performance of the Contract, in case of illness, injury, termination of legal relations with the Supplier, etc.) can no longer participate in the performance of the Contract;

19.2.1.3. when the business entity and/or a specialist does not comply with the provisions of the PPL or PL, poses a threat to national security, is subject to sanctions, as defined in the Law on the Implementation of Sanctions or (and) there are other grounds established in legal acts that require a replacement;

19.2.1.4. At least 7 (seven) working days before the planned replacement, the Supplier has submitted a written request to the Buyer with documents justifying the qualifications of the newly used business entity and/or specialist and the absence of grounds for the exclusion of the business entity (other documents may be requested regarding compliance with the requirements of national security requirements in accordance with the PPL or PL). It shall be necessary to indicate the reasons for replacing the business entity or specialist in the request.

19.2.2. The Buyer shall have the right to allow the replacement of the business entity and/or specialist, if the Supplier timely and properly submitted the request with all the documents confirming the qualifications of the business entity and/or specialist used, as well as other requested documents and the Buyer has determined compliance with all the terms and conditions of the Procurement and the Contract.

19.2.3. If the Buyer agrees to the replacement of business entity and/or specialist, the Parties shall not sign a separate agreement, the written request of the Supplier and the written consent of the Buyer, which shall be considered an integral part of the Contract, shall be considered as an equivalent document. The Supplier shall not have the right to use the business entity and/or specialist until the written consent of the Buyer is received. The replacement of the business entity and the specialist, whose qualifications were relied on, under the conditions specified in the Contract, shall not be considered to be an amendment of the Contract, but the performance of the Contract under the terms and conditions specified therein.

19.2.4. The following procedure for replacing or using sub-suppliers who are not business entities and who will perform the Contract shall be applied during the performance of the Contract:

19.2.4.1. The Supplier shall inform the Buyer about the sub-suppliers to be used, and specify the part of the contractual obligations to be overtaken by each sub-supplier, at least 7 (seven) business days before the start of the foreseen use (it shall be necessary to specify what specific actions the sub-supplier will perform and what percentage this constitutes from the Contract Price), their contacts, names, country of registration, controlling persons, their country of registration and responsible persons (other information shall also be provided upon the Buyer's instructions). The same notification obligation shall apply to the Supplier intending to replace or use a sub-supplier during the performance of the Contract. The sub-supplier, about whom the Buyer has not been informed in writing and the Buyer's consent has not been obtained, shall not have the right to perform the Contract, this shall be considered a fundamental breach of the Contract;

19.2.4.2. sub-suppliers may be used only for those parts of the Contract for which the Supplier has planned to use sub-suppliers in its tender, except in cases where the Supplier justifies in writing that using a sub-supplier for an unforeseen part of the Contract is necessary to ensure proper performance of the Contract and the Buyer shall provide written consent;

19.2.4.3. The Buyer will not check the qualifications and grounds for exclusion of sub-suppliers who are not business entities (except the grounds for the exclusion of sub-suppliers were checked if during the Procurement and/or the provisions regarding national security interests are applied, e.g., provisions of Article 47 part 9 of the PPL and/or Article 45 part 2¹ of the PL);

19.2.5. If the Buyer agrees to replace or use a sub-supplier, the Parties shall not sign a separate agreement, the written request of the Supplier and the written consent of the Buyer, which shall be considered an integral part of the Contract, will be considered as an equivalent document. Replacing or using the sub-supplier under the terms and conditions specified in the Contract shall not be considered to be an amendment of the Contract, but the performance of the Contract under the conditions specified therein. The Supplier shall have no right to replace or use a sub-supplier without the written consent of the Buyer.

19.2.6. The Buyer shall have the right not to allow the use of a person, if it is determined that in such a case the Contract would not correspond to the interests of national security, the provisions of the PPL or PL applicable at the time of the Procurement, and/or the performance of the Contract would be contrary to sanctions.

19.2.7. At the request of properly disclosed sub-suppliers, the Buyer will settle with them directly. The Buyer will inform the sub-supplier about this possibility in a separate message within 3 (three) calendar days from the date

of receiving information from the Supplier about the sub-supplier being used. The sub-supplier shall inform the Buyer about its intention to use the option of direct settlement in writing no later than within 2 (two) calendar days. In this case, a tripartite contract shall be concluded with the Buyer, the Supplier and the sub-supplier, which shall include the procedure for direct settlement with the sub-supplier, including the right for the Supplier to object to unreasonable payments. The signing of the tripartite contract on direct settlement with the sub-supplier shall not change the liability of the Supplier regarding the performance of the Contract.

19.3. The Supplier, performing the Contract on the basis of joint ventures, shall have the right to withdraw or replace the joint venture partner (hereinafter referred to as the **partner**) only for the following reasons:

19.3.1. if a partner goes bankrupt or is liquidated, suspends economic activity or an analogous situation occurs in accordance with the procedure provided for in other legal acts;

19.3.2. if, due to other objective and reasonable circumstances, the partner is no longer able to perform the Contract, including, but not limited to, cases where the partner does not comply with the provisions of the PPL or PL, poses a threat to national security, the international sanctions are applied to the partner as they are understood in the Law on the Implementation of Economic and Other International Sanctions of the Republic of Lithuania, the partner's severe financial condition leading to non-performance of the Contract and/or refusal to perform it and other unforeseen objective reasons that lead to the withdrawal of the partner from the joint venture contract.

19.4. The Supplier shall submit a reasoned written request and the following documents to the Buyer no later than 10 (ten) business days before the expected replacement of partner or withdrawal:

19.4.1. a request to replace the composition of the Supplier and evidence justifying at least one circumstance of replacement of the partner specified in the Contract;

19.4.2. a copy of a new joint venture contract or an amendment to an existing joint venture contract, in which the remaining joint venture partner(s) (hereinafter referred to as the remaining partner) fully assumes the liabilities of the withdrawing partner;

19.4.3. documents confirming the qualifications of the remaining or newly recruited partner. In all cases, the qualification of the remaining partner or the newly recruited partner shall not be lower than that of the withdrawing partner. If a new partner is recruited, also in accordance with the requirements specified in the Procurement documents, documents justifying the absence of grounds for the removal of the recruited partner (if such were raised during the performance of the Procurement) shall be submitted.

19.5. The Buyer, after receiving the Supplier's request with other documents specified in the Contract, shall assess the replacement possibilities within 10 (ten) business days and informs the Supplier in writing about the termination of the Contract or about the permission to withdraw or recruit a partner. Upon the Buyer's consent, the Parties shall sign an agreement, which shall be considered an integral part of the Contract. The partner's withdrawal or replacement in accordance with the terms and conditions specified in the Contract shall not be considered to be an amendment of the Contract, but the performance of the Contract according to the terms and conditions specified therein.

20. FINAL PROVISIONS

20.1. The Supplier shall confirm that it does not object to the Buyer's reorganization, splitting, restructuring or transfer of the enterprise, its operational activities (business) or part thereof on another legal basis (including, but not limited to, the transfer of assets, the enterprise, its operational activities (business) or incorporation part thereof to third parties authorized capital) and, if this would be carried out:

20.1.1. shall not require any additional security for the performance of obligations. In such cases, no additional consents or permissions from the Supplier shall be required. If, due to the requirements of any imperative legal acts, such consents or permits should have to be obtained, the Supplier shall undertake to issue them immediately, however, no later than within the time-limit specified in the Buyer's request;

20.1.2. in cases where it is stipulated that the Goods specified in this Contract are necessary both for the Buyer and (or) for the business entity that has acquired the Buyer's rights and obligations under the Contract or part thereof, the Supplier will perform the obligations provided for in this Contract as required by both the Buyer and the Contract towards the business entity that has acquired rights and obligations or part thereof;

20.1.3. if the subject matter of the Contract is divided (or joined to the subject of another similar contract concluded on the basis of the same procurement), the Contract Price, the quantity and scope of the subject matter of the Contract, the amount of the securities for the performance of the Contract (if required) and other terms and conditions of the Contract shall be divided (or combined) according to the terms and conditions of reorganization, splitting, restructuring or transfer of the enterprise, its operational activities (business) or part thereof (if applicable) or proportionally according to the share of obligations assumed by the new Contracting Parties;

20.1.4. The obligations stipulated in the Contract shall be taken over and the Contract shall continue to be performed by the assignee of the Buyer's rights and obligations, without changing the essential terms and

conditions of the Contract, according to the law applicable to the Buyer and (or) status of the business entity that has acquired the rights and obligations under this Contract or part thereof (in the sense of the requirements of legal acts regulating public procurement);

20.1.5. The Parties shall agree and confirm that, in accordance with the terms and conditions and procedures provided for in the Contract, when the Buyer is replaced, the written notification of the Buyer and/or the business entity taking over the Buyer's rights and obligations under the Contract or part thereof will be considered an appropriate and sufficient notification, equivalent to the agreement of the Parties on the amendment of the Contract, a separate amendment of the Contract shall not be concluded.

20.2. The parties shall undertake to ensure that all personal data shall be processed in accordance with 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, hereinafter referred to as the GDPR) and other legal acts regulating the processing of personal data and their protection.

20.3. Each Party shall inform its employees and other data subjects related to it about the processing of their personal data by the other Party in accordance with the requirements of the GDPR and, at the request of the other Party, provide supporting evidence. Upon the failure of the Party to perform or improper performance of the obligations provided for in this clause, it shall compensate the other Party for the losses incurred as a result, including, but not limited to, fines and/or other monetary sanctions imposed by state authorities.

20.4. If, during the performance of the Contract, the other Party will process personal data on behalf of the Buyer as a data processor, a data processing agreement shall be concluded immediately after signing the Contract, the text of which is publicly published on the [website²](#) of AB "Lietuvos geležinkeliai" or, if the need to process personal data becomes apparent after the signing of the Contract, the data processing agreement shall be signed by the Parties immediately, but no later than before the start of personal data processing. By data processing agreement the Parties cannot amend the terms and conditions of the Contract and/or change the economic balance in favour of the Supplier.

20.5. If during the performance of the Contract the Buyer will transfer personal data to another Party as an independent data controller, a data transfer agreement shall be concluded immediately after signing the Contract, the text of which is publicly published on the [website³](#) of AB "Lietuvos geležinkeliai" or, if the need to transfer personal data becomes apparent after the signing of the Contract, the data transfer agreement shall be signed by the Parties immediately, but no later than before the start of personal data transfer. By agreement the Parties cannot amend the terms and conditions of the Contract and/or change the economic balance in favour of the Supplier.

20.6. When concluding and performing this Contract, the Buyer processes the personal data of the employees of the other Party for the conclusion and performance of the Contract, the performance of the Buyer's obligations provided for in the applicable legal acts, and for other purposes that meet the requirements of the legal acts.

20.7. Detailed information on how personal data is processed shall be provided in the Privacy notice posted on the AB Lietuvos geležinkeliai website at <https://www.litrail.lt/privatumo-politika>.

20.8. The invalidity of any provision or contradiction in this Contract to the laws or other normative legal acts of the Republic of Lithuania shall not release the Parties from the performance of their obligations. In this case, such a provision shall be amended to meet the requirements of legal acts as close as possible to the purpose of the Contract and other provisions thereof.

20.9. This Contract shall consist of the Special Terms and Conditions of the Contract, the General Terms and Conditions of the Contract, the technical specification, the Supplier's tender and other annexes specified in the Contract. The documents constituting the Contract shall be mutually explanatory. If the provisions of the Special Terms and Conditions of the Contract and/or their annexes do not correspond to the provisions of the General Terms and Conditions of the Contract, the provisions of the Special Terms and Conditions of the Contract and their annexes shall prevail. In case of mutual inconsistencies between the Special Terms and Conditions of the Contract and their annex – the technical specification, the terms and conditions of the technical specification shall prevail. In case of inconsistencies between the Special Terms and Conditions of the Contract and other annexes to the Special Terms and Conditions of the Contract, the text of the Special Terms and Conditions of the Contract signed by the Parties shall prevail, then the annexes to the Special Terms and Conditions of the Contract shall prevail, then the Procurement, on the basis of which the Contract was concluded, documents shall prevail, then the Supplier's tender shall prevail and then others additional documents submitted by it shall prevail. If the

²https://www.litrail.lt/documents/10291/0/LTG_duomenu_tvarkymo+susitarimas_tipinis_nuasmenintas_2022.docx/6d4d627d-f82c-4d35-abc0-7bfca51b6868

³https://www.litrail.lt/documents/10279/12035620/LTG_duomen%C5%B3perdavimo+susitarimas_tipinis_nuasmenintas.docx/38abbcc1-53cf-43ed-bbf0-7af4a85b44b9.

provisions of the additional documents submitted by the Supplier contradict the mandatory regulation of (public) procurement, such provisions shall be considered void.

20.10. Annex No. 1 to the General Terms and Conditions of the Contract. - Register form for the weights of packaging of Goods.

Annex No 1
to the General Terms and Conditions of the Contract for the Purchase and Sale of Goods

(Registration form for the weights of packaging of Goods)

The register of the weights of the packages of goods delivered to _____ of UAB LTG Link on the ____th of _____ 20____

(name and address of the department to be entered by the seller)

Table 1: Purchase and Sale Contract No _____

Item Name	Unit of measurement of quantity of Goods	The weight of a commercial unit (one or more homogeneous goods placed in one package) in kilograms (only the weight of the package itself to be recorded)																		Recyclable (yes/no)**	Notes									
		Glass			Plastic			PET*			Combined			Metallic (ferrous metal)			Metallic (aluminum)					Paper / cardboard			Wooden			Other		
		Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary			Primary	Secondary	Tertiary	Primary	Secondary	Tertiary			
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	22	23	24	25	26	27	28	29	30	31	32

*PET – Polyethylene terephthalate
** - according to standards LST EN 13430:2005, LST EN 13432:2002 or other supporting documents

The representative of the Supplier _____
(position, name surname, phone No., e-mail)

Table 2. Purchase and Sale Contract No. _____

Item Name	Unit of measurement of quantity of Goods	Quantity of the Goods	Total package weight of all goods in kilograms (only the weight of the package itself to be recorded)																		Recyclable (yes/no)**	Notes										
			Glass			Plastic			PET*			Combined			Metallic (ferrous metal)			Metallic (aluminum)					Paper / cardboard			Wooden			Other			
			Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary	Primary	Secondary	Tertiary			Primary	Secondary	Tertiary	Primary	Secondary	Tertiary				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33
Total weight of packages of all goods delivered to the department according to their types																																

*PET – Polyethylene terephthalate.

** - according to standards LST EN 13430:2005, LST EN 13432:2002 or other supporting documents.

Notes and explanations.

- The table is to be filled in by the seller.
- Commercial or primary packaging (in the tables – primary) – packaging that, together with the product, forms a commercial unit and is presented to consumers or users of the product
- Group, or secondary, packaging (in the tables – secondary) – packaging in which a certain group of products is presented to consumers or users of the product, or which is used to replenish the inventories of goods. The group packaging can be removed without damaging the product.
- Transport, or tertiary, packaging (in the tables – tertiary) – packaging that facilitates the transportation and handling of products packed in commercial or group packaging and protects them from damage during transportation and handling. Transport packaging does not include road, railway, ship and air plane containers.
- Combined packaging – a package made of two or more layers of different materials that cannot be separated by hand, consisting of inner and outer layers of materials (inner container and outer shell) and which is filled, stored, transported and emptied together as an integral multi-layered whole of different materials.

The representative of the Supplier _____

(position, name surname, phone No., e-mail)

consignee's label on receipt of goods: _____th of _____ 20____

TECHNICAL SPECIFICATION

PART I. DESCRIPTION OF THE OBJECT OF PURCHASE

1. DEFINITIONS

Buyer - UAB "LTG Link".

Supplier - an economic entity - a natural person, a private legal person, a public legal person, other organizations and their subdivisions or a group of such persons with whom the Buyer concludes the Agreement.

Products - Pesa 730 set component parts.

Contract - a Contract concluded between the Supplier and the Buyer for the Purchase object.

2. PURCHASE OBJECT

2.1. Pesa 730 set component parts (hereinafter - **Object of purchase**).

2.2. The purchase is divided into 2 purchase object parts:

- Electronic spare parts;
- Mechanical spare parts.

2.3. The Buyer seeks to purchase the Products, the technical requirements of which are described in this Technical Specification, in the Contract and in the other purchase documents, in accordance with the terms and conditions and parameters set out in the Contract.

3. DESCRIPTION OF THE OBJECT OF PURCHASE

3.1.1. Upon delivery, the Products must be new, unused and free from mechanical or other damage.

3.1.2. The products must be fully assembled and complete.

3.1.3. The Supplier shall provide the Products with a warranty of at least 12 (twelve) months from the date of signing the transfer-acceptance act, as specified by the manufacturer or in the technical normative documentation.

3.1.4. The price of the Products must include all packaging, loading/unloading and transport costs.

3.2. The requirements of legislation, standards and the Buyer's internal regulations for the object of the purchase

A green criterion is applied to the Purchase object

4.4.4.4. The Products are robust, durable, functional, suitable for repeated use and/or easily repaired and/or replaced.

4. DOCUMENTS ACCOMPANYING THE PROPOSAL

No.	Name	Content and form requirements
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4.1	<p>When supplying an equivalent product, the Supplier must provide:</p> <p>Copies of documents proving the conformity of the technical characteristics of the Products offered. When offering an equivalent Product, the Supplier must provide copies of documents proving compliance with the technical characteristics of the proposed Products: certificates of conformity, manufacturer's technical descriptions (or a link to the manufacturer's website proving that the proposed product meets technical specifications) or similar documents proving compliance with specification requirements.</p>	Electronic form, in Lithuanian or English languages
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5. DOCUMENTS TO BE PROVIDED DURING THE PERFORMANCE OF THE CONTRACT

No.	Name	Content and form requirements	Moment of submission
5.1	Documents proving the quality of the goods (certificates, descriptions or passports)	Submitted in paper or electronic form, in Lithuanian or English language	Submitted with each Product
5.2	Act of transfer-acceptance of the Products	Provided in paper or electronic form at the time of Products delivery.	Submitted with each Product
5.3	Language of documents	Lithuanian or English. If the original document is in another language, the original document and a translation of the document into Lithuanian or English language (certified by the translator's signature and the translation agency's stamp, if requested by the Buyer/Customer) must be provided.	Together with submitted documents.

PART II. PERFORMANCE OF OBLIGATIONS

1. PLACE OF PERFORMANCE OF OBLIGATIONS:

- Švitrigailos str. 39, Vilnius;
- Pramonės str. 78, Vilnius

2. PROCEDURES AND DEADLINES FOR PERFORMANCE OF OBLIGATIONS

2.1. Order performance times:

The Products shall be delivered no later than the time limit specified in the supplier's procurement proposal, but no later than 260 (two hundred and sixty) calendar days from the date on which the order is placed by email to the supplier.

2.1.1. Ordering procedure:

Orders can be made by email.

2.1.2. Orders performance procedure:

The Supplier shall deliver the Products to the addresses specified in Part II, point 1 of the Technical Specification (the order will specify the specific address) during the Buyer's working hours (I-IV 8:00 - 17:00, V 8:00 - 15:45).

2.2. Procedure for signing the Transfer-acceptance act

5 (five) calendar days after delivery of the Products.

2.3. Procedures and deadlines for rectifying deficiencies

If, during the delivery or warranty period, the Products are found to be defective, the Supplier shall remedy the defects or deliver new Products no later than within the delivery period specified in the Supplier's offer from the date of receipt of the email notification of the defects.