**GENERAL PART OF THE CONTRACT FOR THE PROVISION OF SERVICES**

**New revision of 2024**

1. **CONTRACT DEFINITIONS.**
   1. **Contract value** – the amount specified in the SP of the Contract, including VAT, which may not be exceeded during the validity period of the Contract, paid by the Buyer to the Service Provider for the purchased Services, including all costs and taxes.
   2. **Law** – the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services (current version), which applies to the utility sector, as well as the Law of the Republic of Lithuania on Public Procurement (current version), which applies to the classical sector.
   3. **Quasi-subcontractor** – a specialist whose qualifications the supplier relies on, and who is not yet an employee of the supplier, the economic entity on whose capabilities the supplier relies on at the time of submission of the tender but is intended to be employed if the tender is recognized as successful.
   4. **Application** – a set of documents and data submitted in writing by the Supplier, expressing the wish to participate in this Procurement (applies only to international value procurement).
   5. **Tender** – a set of documents submitted by the Service Provider to the Buyer during the Procurement procedures for the provision of Services under this Contract.
   6. **Services** – the Services specified in the SP of the Contract, as well as the delivery and/or installation and/or deployment of certain goods, etc., provided for in the Contract.
   7. **Service Prices** – the prices specified in the SP of this Contract (if specified), according to which the Buyer pays the Service Provider for the Services provided, including all costs and taxes.
   8. **Service Price** – the price specified in the SP of this Contract, including all costs and taxes, paid to the Service Provider for the Services provided by it in a proper and timely manner.
   9. **Service Provider** – a person or group of persons specified in the SP of this Contract, providing the Services specified in the Contract to the Buyer.
   10. **Defects of Services** – inconsistencies in the quality of the Services identified by the Buyer and/or third parties at the time of acceptance of the transfer and/or during the validity period of the Service quality guarantee with the requirements of the Procurement Terms and Conditions and/or legal acts, hidden defects, errors, operational failures, etc., due to which the result of the Services could not be used for the purpose for which the Buyer intended to use them (the Services) or due to which the usefulness of the Services would decrease so that the Buyer, knowing about those defects, either would not have purchased those Services at all, or would not have paid such a price for the Services.
   11. **Service Transfer-Acceptance Act** – a document signed by both Parties to the Contract, which specifies the scope, names, prices/rates, etc. of the Services provided, which confirms the properly provided Services or part thereof, which comply with the terms and conditions of the Contract and the Technical Specification, the functional purpose performed, etc.
   12. **Buyer / Contracting Entity / Contracting Organization** – a legal entity specified in the SP of the Contract, purchasing the Services specified in the SP of the Contract from the Service Provider.
   13. **Procurement** – a procurement organized by the Buyer in order to conclude a Service Contract.
   14. **Procurement Terms and Conditions** – a set of documents submitted by the Buyer during the Procurement procedures carried out by the Buyer, based on which the Service Provider submitted a tender.
   15. **Party** – the Buyer or the Service Provider, each separately.
   16. **Parties** – the Buyer and the Service Provider jointly.
   17. **Technical Specification** – a document that sets out the requirements for the Services.
   18. **Third Party** – any other natural or legal person who is not a Party.
   19. **Subcontractor** – a subcontractor, subcontractor, subcontractor, natural or legal person who will actually perform the intended contract or part thereof and whose qualifications the Service Provider does not rely on. Natural and legal persons who only perform contractual obligations to the supplier but will not actually perform the intended contract or part thereof, are not considered subcontractors.
   20. **GP of the Contract** – this document, which is an integral and inseparable part of the Contract, establishing the standard provisions of the Contract and the standard rights, obligations and responsibilities of the Buyer and the Service Provider. This document is available on the website of the Lietuvos pastas, public limited liability company at www.post.lt. If the document attached to the procurement being executed differs from the one published on the website, the provisions of the document attached to the procurement shall apply.
   21. **SP of the Contract** – a special part of the Contract, which discusses the subject of the Contract, the scope and price of the Services and rates (if applicable), the terms of provision of the Services and other terms agreed by the Parties.
   22. **Contract Guarantee** – the performance of the Contract, unless otherwise provided for in the SP of the Contract, must be ensured in accordance with the established procedure and approved rules by an unconditional irrevocable bank guarantee issued by a bank or an unconditional and irrevocable letter of insurance issued by insurance companies in accordance with the established procedure and approved rules for an amount not less than the amount specified in the SP of the Contract (if applicable).
   23. **Contract entry into force date** – the date of signing the Contract or another date of entry into force of the Contract specified in the SP of the Contract.
   24. **Contract** –this Contract, consisting of the documents listed in Clause 2.1 of the GP of the Contract.
   25. **Order** – an order submitted to the Buyer’s Service Provider by text message, e-mail, fax and/or through the information system specified by the Buyer for the provision of Services and the supply of Goods (if such are supplied under the Contract). The order is sent to the Service Provider’s contacts specified in the SP of the Contract and is considered to have been properly sent and received immediately from the moment of sending, unless otherwise specified the SP of the Contract.
   26. **Economic entity** – a natural or legal person whose capabilities the supplier relies on to meet the qualification requirements. Natural or legal persons who only fulfil contractual obligations to the supplier, but the supplier does not rely on their capabilities to meet the qualification requirements set by the Buyer (specified in the procurement documents), are not considered economic entities whose capabilities are relied on.
   27. **Invoice** – a VAT invoice for payment or another invoice/payment document (if the Service Provider is not a VAT payer) submitted to the Buyer for the Services provided by the Service Provider in a proper, high-quality and timely manner. The invoice for payment must be submitted within 5 (five) business days or another term agreed upon by the Parties from the date of signing the Transfer-Acceptance Act of the Service Result.
   28. **Date of receipt of the invoice** – the date of receipt of the invoice using the general information system for account administration (hereinafter – SABIS).
   29. **Legislation** – means the legal acts of the Republic of Lithuania and international treaties, the legal acts of the European Union or the individual or regulatory ordinances of any third country's public authority which, regardless of their legal force and/or jurisdiction, bind any Party and/or affect the performance of this Contract, as well as the Buyer's internal legal acts with which the Service Provider has been acquainted.
2. **VALIDITY, STRUCTURE AND INTERPRETATION OF THE CONTRACT**
   1. This Contract is an integral and indivisible document consisting of the documents listed below. By signing the Contract, the Service Provider confirms that it is properly familiar with the Procurement Terms and Conditions, including the Technical Specification, agrees with the Procurement Terms and Conditions, including the conditions and requirements set out in the Technical Specification and undertakes to properly implement them in accordance with the procedure set out in the Contract. For the purposes of interpreting and applying the Contract, the following order of precedence of the Contract documents is established:
      1. Technical Specification (with explanations and clarifications made by the Buyer during the procurement procedures and annexes, if attached);
      2. The SP of the Contract (with annexes);
      3. The GP of the Contract (with annexes);
      4. Tender of the Service Provider;
      5. Protocols of negotiations between the Parties concluded during the procurement procedures and the revised tender of the Service Provider (if such documents were concluded);
      6. Explanations and revisions of the Procurement Terms and Conditions, if any;
      7. Other procurement documents;
      8. Application of the Service Provider and documents confirming the qualification.
   2. Unless otherwise provided in the Contract Documents and the Contract is concluded in several languages, one of which is Lithuanian, the Lithuanian version of the Contract shall prevail.
   3. If there are any ambiguities, discrepancies or contradictions in the Contract Documents, the rules established in the higher-power Contract Document shall always be considered to replace the analogous rules established in the lower-power Contract Document from the date of entry into force of the Contract.
   4. All concepts and terms used in this Contract have a general meaning or the closest special meaning to the nature of the Contract, unless a different meaning is established and explained in the Contract.
   5. The Contract is concluded, it must be interpreted and performed in accordance with the law of the Republic of Lithuania.
   6. Unless the documents of the Contract provide otherwise, the text of the Contract must be understood by applying the following basic rules of interpretation:
      1. words denoting a specific gender of a person mean any gender;
      2. words denoting the singular also mean the plural, words denoting the plural also mean the singular;
      3. the words “agree”, “agreed”, “agreement” always mean that the relevant agreement between the Parties must be formalized in writing;
      4. "in writing" means all rules set out in the documents of this Contract, as well as documents drawn up by either Party in paper and/or electronic form and/or in other ways agreed upon by the Parties for signing the Contract, and any notifications submitted to the other Party by means of communication specified in the Contract.
   7. The Contract is concluded in accordance with the provisions of the Law and other legal acts. In a situation where the GP of the Contract and/or the SP of the Contract do not comply with the requirements set out in the Law, the provisions of the Law shall apply. The Parties state and confirm that the provisions of this Contract do not contradict the provisions of the Procurement Terms and Conditions.
   8. If any provision of this Contract becomes or is recognized as fully or partially invalid, this shall not affect the validity of the other provisions of the Contract. In such a case, the Parties agree to make every effort to replace the invalid provision with a legally effective provision that, as far as possible, would have the same result as the replaced provision.
   9. Upon termination or expiration of the Contract, the provisions of this Contract relating to liability and settlements between the Parties under this Contract, as well as all other provisions of this Contract that remain in effect after termination or must remain in effect for the full performance of this Contract, shall survive.
   10. The titles of the parts/sections of the Contract are for the convenience of the Parties in making references to them only and shall not be used unambiguously in interpreting the provisions of the Contract.
3. **NOTIFICATIONS**
   1. All information, documents and notifications to be addressed to the Service Provider related to the performance of the Contract, including claims, warnings/reminders regarding improper performance or non-performance of contractual obligations, shall be submitted by the Buyer to the Service Provider at the Service Provider’s email address specified in the SP of the Contract. All information, documents and notifications related to the performance of the Contract shall be deemed to have been delivered to the Service Provider on the same day if sent before 4 p.m. and on the next business day if sent after 4 p.m., after the day of their sending to the Service Provider’s email address specified in the SP of the Contract.
   2. The Service Provider shall indicate and confirm in the SP of the Contract its email address for submission/receipt of the documents (information) specified in the GP of the Contract to be submitted by the Buyer to the Service Provider. If the Service Provider's email address specified in the SP of the Contract changes or becomes no longer relevant/invalid, the Service Provider must immediately, but no later than within one calendar day from the date of change/invalidity, notify the Buyer of a new relevant email address. If the Service Provider fails to fulfil or improperly fulfils the aforementioned notification obligation, the Buyer has the right to send the documents (information) specified in the GP of the Contract, to be submitted to the Buyer's Service Provider, to the Service Provider's email address specified in the SP of the Contract, as the relevant and valid email address of the Service Provider, in which case it is considered that the Service Provider has received all the information.
   3. The Buyer has the right to submit information, documents and notifications related to the performance of the Contract to the Service Provider in other ways than those specified above (i.e., against signature, by registered mail, etc.). When submitted against signature, information, documents and notifications related to the performance of the Contract are considered to have been submitted to the Service Provider on the day of their physical delivery, when sent by registered mail – 3 (third) business day after dispatch.
   4. The Service Provider shall submit all information, documents and notifications related to the performance of the Contract to the Buyer in writing (by registered mail, e-mail or other electronic means).
   5. The Parties shall appoint contact persons for communication, whose details are specified in the SP of the Contract.
4. **REPRESENTATIONS AND WARRANTIES OF THE PARTIES**
   1. Each Party represents and warrants to the other Party that:
      1. The Party is duly established and legally operates in accordance with the requirements of the legal acts of the home country;
      2. The Party has performed all legal actions necessary for the Contract to be duly concluded and valid;
      3. By concluding the Contract, the Party does not exceed its competence and does not violate the legal acts, rules, statutes, court decisions, bylaws, regulations, ordinances, obligations and agreements binding on it;
      4. The representatives of the Party, having signed this Contract, are duly authorized by the Party to sign it and the personal data of the Parties and/or their representatives, necessary for the proper conclusion of the Contract, are not considered confidential information;
      5. The Party is not aware of any future changes in the legal environment that may affect the performance of the Party's obligations under this Contract;
      6. The Contract is a valid, legal and binding obligation for the Party, the performance of which can be required in accordance with the terms of the Contract;
      7. On the date of entry into force of the Contract, the terms of this Contract are clear and enforceable for the Parties;
      8. neither the conclusion of this Contract nor the performance of the obligations assumed by the Buyer or the Service Provider under this Contract contradicts or violates (i) any decision, order, regulation or instruction of a court, arbitration, state or municipal institution that is applicable to the Parties; (ii) any agreement or other transaction to which the relevant Party is a party, or (iii) the provisions of any law or other regulatory act applicable to the Parties.
   2. The Service Provider confirms that:
      1. does not participate in prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania and agreements that violate the principles specified in the Law;
      2. has all permits, licenses, certificates, qualification certificates, employees, organizational and technical means required by legal acts to provide the Services and it must be confirmed that, if during the procurement process the qualification of the Service Provider for the right to engage in activities necessary for the performance of the contract was not checked, the contract will be performed only by persons with such a right;
      3. has included in the Bid price all costs necessary for the provision of the Services under this Contract and assumes the risk that the costs of the Service Provider related to the performance of the Contract will increase due to circumstances beyond the Buyer's control and/or the performance of the Contract will become more complicated for the Service Provider.
   3. The Buyer confirms that:
      1. he will accept the Services provided in good quality in accordance with the provisions of this Contract and will pay for such Services in accordance with the procedure established in the SP of the Contract.
   4. If it turns out that the confirmations and / or statements of the Parties specified in this Contract are false and / or incorrect, then the Party must compensate the other Party for the losses incurred due to such false and / or incorrect confirmations and / or statements.
   5. Both GP of this Contract and SP of this Contract are concluded in accordance with the provisions of the Law and other legal acts. The Parties state and confirm that the provisions of this Contract do not contradict the provisions of the Procurement Terms and Conditions.
5. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. **The Buyer undertakes to:**
      1. properly and honestly perform the Contract;
      2. During the performance of the Contract, cooperate with the Service Provider by providing information reasonably necessary for the performance of the Contract, the necessity of which arose during the performance of the Contract;
      3. After the Service Provider has properly fulfilled its contractual obligations, accept the Services provided, if they meet the requirements for the Services set out in the Contract;
      4. pay the Service Provider the price and/or rates set out in the Contract (if specified) for the Services properly provided in accordance with the procedure and within the deadlines established by the Contract;
      5. grant the necessary authorizations to the Service Provider to act on behalf of the Buyer (if such authorizations are necessary);
      6. properly perform other obligations provided for in the Contract and in applicable legal acts.
   2. **The Buyer has the right:**
      1. to proper, fair performance of the Service Provider's contractual obligations throughout the validity period of the Contract and to penalties and compensation for losses if the Service Provider fails to comply with the contractual obligations and/or violates the requirements of legal acts;
      2. to carry out any inspections that the Buyer deems necessary without separate notice, in the event of suspicion that the Service Provider will not be able to provide the Services on time or the Services are provided in a low-quality, unprofessional manner, in violation of the requirements of the Contract;
      3. During the provision of Services, to demand, on the basis of a written and motivated request, the replacement of an employee of the Service Provider/person performing the duties of the Service Provider, if he believes that this person is not diligent or is not performing his duties properly;
      4. to provide comments related to the Services provided by the Service Provider and their quality, which the Service Provider must consider;
      5. not to pay VAT invoices/invoices if the Service Provider submits them by means other than SABIS or using any other Access Point registered in the PEPPOL network using the PEPPOL AS4 profile.
   3. **The Service Provider undertakes to:**
      1. properly and honestly perform the Contract, cooperate with the Buyer, promptly provide information reasonably necessary for the proper performance of the Contract;
      2. provide the Services within the deadlines set in the SP of the Contract (if the Contract specifies the stages of provision of the Services - in separate stages within the time limits set), transfer to the Buyer the result of the Services specified in the Contract and correct the identified deficiencies;
      3. provide the Services professionally, qualitatively, in the most economically beneficial way for the Buyer and in accordance with the requirements specified in the Contract and its annexes;
      4. assume the risk of accidental loss or damage of the Goods supplied together with the Services until the moment of signing the transfer-acceptance act of the result of the Services;
      5. provide all documents provided for in the Technical Specification, and consult the Buyer on other issues related to the Service Provider's contractual obligations;
      6. ensure that the Services are provided to the Buyer by persons who have the qualifications and experience necessary for the provision of the Services, which meet the requirements set out in the SP of this Contract;
      7. immediately inform the Buyer in writing about any circumstances that prevent or may prevent the Service Provider from providing the Services within the deadlines and procedure established in the Contract;
      8. ensure compliance with the requirements established by occupational safety, fire safety, environmental protection and other legal acts applicable to the provision of the Services (if applicable);
      9. consider the comments and additional information provided by the Buyer during the performance of the Contract, if any;
      10. at its own expense to protect the Buyer from any claims, losses arising from the actions or negligence of the Service Provider in the performance of the Contract and to compensate for the damage caused to third parties and losses incurred by them due to its own culpable actions, including due to any violation of legal acts, illegal use of patents, trademarks, other intellectual property objects or violation of the rights of any persons;
      11. to ensure the confidentiality and protection of information received from the Buyer during the performance of the Contract and related to the performance of the Contract. Upon the expiration of the term for the provision of Services, upon the Buyer's written request, to return all documents received from the Buyer necessary for the performance of the Contract;
      12. to comply with the provisions of the Civil Code of the Republic of Lithuania and other legal acts in force in the Republic of Lithuania related to the performance of the Service Provider's contractual obligations and to ensure that the Service Provider's specialists, employees and representatives comply with them. The Service Provider guarantees compensation for losses to the Buyer and/or third parties if the Service Provider or its specialists, employees, representatives fail to comply with the requirements of the legal acts in force in the Republic of Lithuania and as a result, any claims are made against the Buyer and/or third parties or procedural actions are initiated;
      13. to uphold the values ​​stipulated in the Buyer's Code of Ethics, which is published on the Buyer's website www.post.lt;
      14. to refrain from any actions that may discredit or diminish the Buyer's business reputation and/or disseminate an unfair and unfounded opinion. Violation of the obligation established in this clause is considered a material breach of the Contract.
      15. At the request of the Buyer, the Service Provider must provide all information about the Service Provider, its ultimate beneficial owner (i.e. a natural person who, directly and/or indirectly, acting individually or jointly with other persons, is the ultimate owner of the Service Provider and/or controls the Service Provider or its management, and/or exercises decisive influence over it), the ownership and management structure and other information in order to ensure that the Service Provider complies with the requirements of the legal acts in force in the Republic of Lithuania, properly fulfils other obligations provided for in the Contract and the legal acts in force in the Republic of Lithuania;
      16. comply with national security interests and origin requirements, if such requirements were provided for in the procurement documents;
      17. Submit invoices using SABIS in accordance with the procedure established by the Law and other legal acts or using any other access point registered in the PEPPOL network using the PEPPOL AS4 profile;
      18. properly fulfil other obligations stipulated in the Contract and in the applicable legal acts of the Republic of Lithuania.
   4. **The Service Provider has the right to:**
      1. receive payment in the amount specified in the Contract for timely, proper and high-quality Services provided to the Buyer;
      2. request that the Buyer provide information or documents related to the proper performance of the Contract, the need for which arose during the performance of the Contract;
      3. require that the Buyer accept the provided Services that meet the requirements of the Procurement Terms and Conditions, the Contract and legal acts applicable to the provision of Services, and sign an acceptance-transfer act;
      4. require that the Buyer properly and timely fulfil other contractual obligations.
   5. Other obligations, rights and duties of the Buyer and the Service Provider are defined in the applicable legal acts of the Republic of Lithuania and the SP of the Contract (if defined).
6. **SUBJECT OF THE CONTRACT**
   1. The subject of this Contract is the Services specified in the SP of the Contract and described in the Technical Specification.
   2. On the basis of this Contract, when providing Services, Goods may also be supplied or works performed (if provided for in the Technical Specification), the name, quantity (if applicable), prices, quality, safety and other requirements of which are specified in the Technical Specification and/or the SP of the Contract. In addition, the Goods and/or works are subject to the requirements of legal acts regulating the performance of such work, the supply of Goods, safety, quality standards, and all terms and conditions of the Contract.
   3. Under this Contract, the Services are provided exclusively for the benefit and in the interests of the Buyer.
7. **SCOPE AND PRICE OF SERVICES**
   1. The scope of Services provided to the Buyer is defined in the SP of the Contract.
   2. The pricing applicable in the Contract is specified in the SP of the Contract.
   3. The price of Services and Service Rates (if applicable) are provided in the SP of the Contract.
   4. The Service Provider has included in the Price of Services and Service Rates (if applicable) all costs related to the provision of Services, all taxes, including VAT, but not limited to:
      1. costs related to the performance of obligations under the Contract;
      2. costs of procuring tools necessary for the provision of Services (if applicable);
      3. all costs related to the preparation, coordination and submission of documents provided for in the Technical Specification;
      4. costs of establishment in the Republic of Lithuania (if necessary to ensure the provision of Services), or costs related to the implementation of the right to free movement of services (costs of obtaining documents of recognition of the right, approvals from competent institutions of the Republic of Lithuania and/or professional associations, etc.);
      5. costs of concluding and performing this Contract, all direct and indirect costs related to the provision of Services and any Services necessary for the provision of Services, which the Service Provider, being a specialist in the field, should have and could have foreseen if it had been sufficiently careful and had duly taken into account the fact that the Buyer seeks that the Service Provider provide the Services while performing related Services;
      6. other costs related to the provision of Services.
   5. VAT will be calculated and paid in accordance with the procedure established by the legal acts in force at the time of the obligation to calculate VAT. In the event of a change in the VAT rate provided for in the legal acts of the Republic of Lithuania, the price of the Services (excluding VAT) provided for in the Contract shall not change, and the total price of the Services shall be recalculated to the amount of the correspondingly changed VAT rate. The risk of a change in the VAT rate shall be attributed to the Buyer.
   6. Unless the Parties have agreed otherwise, the Buyer shall, under this Contract, pay the Service Provider only the price of the Services and the Service fees specified in the SP of the Contract (if applicable) and shall not be obliged to pay the Service Provider any other remuneration or cover any other costs of the Service Provider and/or payments to third parties related to the conclusion and/or execution of this Contract.
   7. The value of the Contract shall be deemed exhausted when there is no possibility of purchasing the object specified in the Contract for the remaining amount of the Contract at the prices specified in the Contract.
   8. The moment of payment for the Services is considered the day when the Buyer's bank debits the amount due from the Buyer's bank account. The Buyer shall not be liable and it shall not be considered that the Buyer has violated the terms of payment set out in this Contract if any bank or correspondent bank withholds the funds debited from the Buyer's bank account to pay for the Services for any reason (e.g. related to the prevention of money laundering and terrorist financing) or returns them to the Buyer for reasons not related to the Buyer.
8. **QUALITY OF SERVICES**
   1. The requirements for the Services provided, the quality of the Services and the personnel of the Service Provider are defined in the SP of the Contract, the Technical Specification, other documents of the Contract and the legal acts regulating the quality, provision, environmental protection and/or safety of the Services. If the Contract does not provide for specific quality, provision, environmental protection and/or safety requirements, the quality of the Services provided must comply with the requirements of legal acts and the quality, technical and functional standards and requirements usually set for such types of Services.
   2. The deadline within which the Buyer has the right to contact the Service Provider for the elimination of defects in the Services and/or the result of the Services is determined in the SP of the Contract and begins to be calculated from the date of transfer of the Services or part thereof to the Buyer, i.e. the date of signing the transfer-acceptance act of the result of the Services. If the aforementioned deadline is not established, this does not limit the Buyer's right to make claims to the Service Provider within a reasonable period from the moment of acceptance of the Services due to hidden defects in the result of the Services, which the Buyer could not identify at the time of acceptance of the Services.
   3. The warranty period for the Services (if applicable) is established in the SP of the Contract and its calculation commences from the date of signing the Service Transfer-Acceptance Act.
   4. The Service Provider guarantees that at the time of signing the Service Transfer-Acceptance Act, the Services will comply with the requirements set out in the Contract, they will be provided in a high-quality manner, without errors that would nullify or reduce the value of the Services or the suitability of their result for normal use. If deficiencies in the Services are noticed before the transfer of the Services and/or during the transfer and acceptance of the Services, the Buyer has the right not to accept the Services and not to sign the Transfer and Acceptance Act of the Services or to sign the Transfer and Acceptance Act of the Services with deficiencies, indicating the exact deadline for eliminating the deficiencies. The observed deficiencies in the Services are noted in the Transfer and Acceptance Act of the Service Result, indicating the reasons for the decision made. The deficiencies in the Services are eliminated at the expense of the Service Provider within the deadlines established in the SP of the Contract.
   5. If deficiencies in the result of the Services are noticed after the signing of the Transfer and Acceptance Act of the Service Result, but no later than within the deadline specified in the Contract, the Buyer shall inform the Service Provider in writing.
   6. The Service Provider must, within the deadline established in the SP of the Contract, from the date of sending the Buyer's notification of the identification of defects, eliminate the defects at its own expense and at its own expense, which arose not due to the Buyer's fault / not due to the fault of third parties / not due to force majeure circumstances. It is presumed that the Service Provider is materially liable for all defects in the Services that became apparent during the transfer and acceptance of the Services and / or during the validity of the deadline within which the Buyer has the right to contact the Service Provider for the elimination of defects in the Services and / or the result of the Services, unless it proves that the defects in the Services arose due to the Buyer's fault or negligent performance of his contractual obligations.
   7. If the Service Provider fails to eliminate the identified deficiencies in the Services within the deadline set out in the SP of the Contract, the Service Provider, upon the Buyer's request, shall pay the Buyer a penalty in the amount set out in the SP of the Contract and compensate the Buyer for the direct losses incurred as a result to the extent that they are not covered by the penalty. If the Buyer files a claim for compensation for the losses incurred, the penalty shall be included in the compensation for losses. If the SP of the Contract does not specify default interest for the delay in eliminating the deficiencies, in such case, a default interest of 0.2 percent of the contract value in EUR excluding VAT shall be applied for each delayed day/hour (depending on the period for which the delay is calculated).
   8. If the Service Provider fails to eliminate the identified deficiencies in the Services within the deadline set out in the SP of the Contract, the Buyer has the right to eliminate the deficiencies by its own efforts or by engaging third parties, and in such case the Service Provider shall pay the costs of eliminating the deficiencies incurred by the Buyer.
   9. If the Service Provider does not recognize the deficiencies, each of the Parties may apply for an independent expert examination. If the Service Provider does not respond / does not use an independent expert (agreed with the Buyer) to resolve the dispute for more than 10 (ten) calendar days from the Buyer's request and / or if the dispute lasted longer than 30 (thirty) calendar days from the Buyer's first request, the Buyer has the right to independently apply for an expert examination. In this case, the costs of the examination shall be covered: if the Services meet the requirements specified in the Contract - by the Buyer, if the Services do not meet the requirements of the Contract - by the Service Provider.
   10. If the Procurement Terms and Conditions set qualification requirements for the Service Provider's personnel, the Service Provider must ensure that the qualification of its and / or its personnel is not worse than that established in the Procurement Terms and Conditions throughout the validity period of the Contract.
   11. The Service Provider, upon request by the Buyer, must provide the Buyer with sufficient evidence within the time limit set by the Buyer that it has all permits, certificates, licenses and/or other documents that comply with the requirements established by legal acts for the performance of the Services in the Republic of Lithuania, or other documents, procedures, descriptions and other documentation of the Service Provider that were specified as mandatory in the Procurement Terms and Conditions.
   12. During the performance of the Contract, the Service Provider has the right to change the model and/or manufacturer of the Goods supplied together with the Services or necessary for the provision of the Services (if such are supplied under the Contract), only after receiving the Buyer's written consent. In order to change the Product, the Service Provider must submit to the Buyer a reasoned request with evidence that the new Products being replaced fully comply with the Technical Specifications and the requirements of the Contract, are not inferior, but of equivalent or better quality, the prices of the Products will not be changed (the Service Provider has the right to reduce the prices of the Products), delivery terms and other terms of the Contract, and provide documents for the new Products being replaced. The circumstances that led to the need to change the model and/or manufacturer of the Products must also be indicated. The Parties agree that a separate agreement (in the event of a manufacturer/model change) regarding the change of the Contract will not be signed. The Service Provider's request and the Buyer's written consent will be considered an equivalent document. All documents provided by the Service Provider and the Buyer's consent are considered an integral part of the Contract.
9. **USE OF ECONOMIC ENTITIES, CHANGE OF SUBCONTRACTORS AND OTHER ECONOMIC ENTITIES (QUASI-SUBCONTRACTORS, ETC.) WHOSE CAPACITIES ARE RELIED UPON**
   1. Any natural or legal persons used by the Service Provider for the performance of this Contract, regardless of the legal relationship between these persons and the Service Provider, are considered persons acting on behalf of the Service Provider. The actions of these persons in the performance of the Contract shall entail the same consequences and liability for the Service Provider as its own actions.
   2. Subcontracting does not create contractual relations between the Buyer and the Subcontractor (except for the direct settlement specified in the GP of the Contract). The Service Provider is liable for the actions or inactions of its Subcontractors. The Buyer's consent to the use of a Subcontractor to perform contractual obligations does not relieve the Service Provider from any of its obligations under the Contract.
   3. The Service Provider has the right to use Subcontractors / economic entities / quasi-subcontractors for the performance of the Contract, which are provided for in the Service Provider's Application / Tender and / or those Subcontractors about which the Service Provider notified the Buyer before the start of the Contract and / or those Subcontractors that the Service Provider will use to perform contractual obligations during the validity of the Contract.
   4. When performing the Contract, the Service Provider may not change the specialist (quasi-subcontractor) and / or economic entity specified in its Application (if an international value procurement was carried out) / initial tender in order to meet the qualification requirements set out in the Procurement Terms and Conditions without the Buyer's written consent. The replaced economic entity and/or specialist (quasi-subcontractor) must have a qualification no lower than that specified in the Service Provider's Application (if an international value procurement was carried out)/initial tender. The Service Provider has the right to replace the relevant Service Provider's specialist (quasi-subcontractor) and/or economic entity specified in the Application/initial tender, for which qualification requirements were set in the Procurement Conditions, only under all of the following conditions: (i) the Service Provider submits to the Buyer a motivated written request to replace the specialist (quasi-subcontractor) and/or economic entity; (ii) in the request, the Service Provider indicates another specialist (quasi-subcontractor) and/or economic entity proposed instead of the specialist (quasi-subcontractor) and/or economic entity specified in the SP of the Contract; (iii) together with the request, the Service Provider shall submit all documents substantiating the compliance of the new specialist (quasi-sub-supplier) and/or economic entity with the qualifications specified in the Procurement Conditions, and also, if the procurement was carried out with an international value, together with the request, the Service Provider shall submit documents substantiating the absence of grounds for the exclusion of the new economic entity specified in the Procurement Conditions; (iv) the Service Provider shall obtain the Buyer's written consent to replace the specialist (quasi-sub-supplier) and/or economic entity with the new specialist (quasi-sub-supplier) and/or economic entity specified by the Service Provider. In order to avoid any doubts, the Parties agree that after the Parties have fulfilled all the conditions specified in this clause, a separate agreement on the amendment of the Contract shall not be concluded, and the documents specified in this clause submitted by the Parties to each other shall be considered an integral part of the Contract.
   5. If the Procurement Conditions set qualification requirements, the Service Provider must ensure that the economic entities and/or specialists (quasi-subcontractors) meet the qualifications declared in the Application/initial tender throughout the validity period of the Contract.
   6. In the event that the specialist (quasi-subcontractor) and/or economic entity that the Service Provider wishes to replace does not meet the qualification requirements specified in the Procurement Conditions, the Service Provider undertakes to replace the specialist (quasi-subcontractor) and/or economic entity that does not meet the qualification requirements with another specialist (quasi-subcontractor) and/or economic entity within 5 (five) working days from the date of receipt of the Buyer's notification about the non-compliance of the specialist (quasi-subcontractor) and/or economic entity that the Service Provider wishes to replace with the qualification requirements.
   7. If, during the performance of the Contract, the Service Provider uses a specialist (quasi-subcontractor) and/or economic entity other than those specified in its Application (if an international value procurement was carried out)/initial tender and/or the Contract without the Buyer's written consent, this will be considered a breach of the Contract, and the Service Provider will be obliged to pay a fine of 500 (five hundred) Euros, and compensate for other direct losses incurred by the Buyer.
   8. In order to use Subcontractors from the date of entry into force of the Contract, but no later than the date of commencement of the Contract, the Service Provider must notify the Buyer of the names, contact details and representatives of the Subcontractors known at that time. The Buyer also requires that the Service Provider inform about changes in this information throughout the performance of the Contract, as well as about new Subcontractors that it intends to use later. Subcontractors may not participate in the performance of the Contract without prior notification to the Buyer.
   9. In the event that the Procurement Terms and Conditions provide for the possibility of direct settlement of the Buyer with Subcontractors, if the Subcontractor expresses a desire to use the direct settlement option, a tripartite agreement shall be concluded between the Buyer, the Service Provider and the Subcontractor, in accordance with the provisions of the Law.
   10. When the Service Provider relies on the capacities of other economic entities for compliance with the requirements of economic and financial capacity and the Buyer has established in the procurement documents a requirement for joint and several liability of the supplier and economic entities, taking into account the requirements of economic and financial capacity established in the Procurement Terms and Conditions, the Service Provider shall assume liability for the actions or inaction of other economic entities whose capacities are relied on.
   11. Failure to comply with the provisions of this section shall be considered a material breach of the Contract.
10. **PAYMENTS, MONETARY OBLIGATIONS AND WITHHOLDINGS**
    1. The Buyer shall pay the Service Provider for the Services actually provided and accepted after signing the Transfer-Acceptance Act of the Service Result (if applicable) in accordance with the VAT invoice/invoice submitted by the Service Provider on its basis within the deadline set in the GP of the Contract, unless otherwise specified in the SP of the Contract.
    2. All payments under this Contract shall be made in euros, unless otherwise specified in the SP of the Contract.
    3. When issuing a VAT invoice/invoice or another type of payment document and the Transfer-Acceptance Act of the Service Result (if applicable), the Service Provider shall indicate the date and number of the Contract and clearly detail which specific Services were provided. If required by other provisions of this Contract, the investment project number may also be indicated.
    4. The Parties agree to apply the following procedure for offsetting the Buyer's payments made under this Contract:
       1. in the first place, the Service Provider's claims related to the fulfilment of payment obligations for services provided under this Contract shall be offset;
       2. in the second place, the Service Provider's claims related to compensation for losses or damages under this Contract shall be offset;
       3. in the third place, other amounts payable by the Buyer to the Service Provider (if any) shall be offset.
    5. If payments under this Contract are international, the SHA settlement scheme shall be applied (the paying Party shall pay bank fees for an international payment order, and foreign bank fees shall be paid by the receiving Party).
    6. The Buyer has the right to withhold payment to the Service Provider if the Service Provider fails to perform or improperly performs its obligations under this Contract or obligations provided for in legal acts, until these obligations are properly performed and/or all deficiencies are eliminated.
    7. If penalties are assessed to the Service Provider under this Contract, the amount payable by the Buyer for the Services shall be reduced by the amount of the assessed penalties. The Buyer also has the right to deduct the assessed penalties from any payments made to the Service Provider in accordance with the procedure established by legal acts, notifying the offset of such penalties.
    8. When the Buyer purchases the Services on demand at the prices specified in the Annex to the SP of the Contract, the Buyer acquires the Services not exceeding the value of the SP of the Contract (EUR excluding VAT). The Buyer is not obliged to redeem any quantity of the Services or any part thereof, unless otherwise specified in the SP of the Contract.
    9. The recalculation of the price (rates) of the Services may be initiated by any Party, having informed the other Party in writing, provided that the basis for the recalculation is specified in the SP of the Contract.
    10. The recalculation of the price (rates) is formalized by an amendment to the Contract, signed by the Buyer and the Service Provider.
    11. The recalculation of the price (rates) is carried out only if the Party, by the date of submission of the request based on evidence, has properly and timely fulfilled its obligations.
    12. The recalculation of the price (rates) of the Services is carried out only in relation to those Services that are ordered under the Contract after the recalculation of the price (rates).
    13. The recalculated Contract price (rates) shall enter into force from the date of signing of the agreement between both Parties on the amendment of the Contract or from a later date specified in the agreement itself.
    14. For Services provided before the date of signing of the agreement on the recalculation of the price (rates) of the Services, the Buyer shall pay by applying the price (rates) of the Services valid until that date, and for Services ordered after the date of signing of the agreement, the Service Provider shall be paid by applying the new price (rate) of the Contract.
11. **CHANGE OF JOINT VENTURE PARTNER**
    1. In the event of a need to change the partners specified in the joint venture agreement with others (if the Services are provided under a joint venture agreement), all of the following conditions must be met:
       1. The Service Provider shall submit the following documents to the Buyer:
          1. a request from the new/remaining joint venture partner to change the joint venture partner;
          2. a request from the withdrawing joint venture partner to withdraw from the joint venture agreement partners and transfer all obligations under the joint venture agreement to the new/remaining joint venture partner;
          3. the written consent of the new/remaining joint venture partner to replace the departing joint venture partner and to assume all obligations of the departing joint venture partner under the joint venture agreement and documents substantiating the absence of grounds for exclusion and qualifications of the new/remaining joint venture partner (if applicable).
       2. The Service Provider obtains the Buyer’s written consent to replace the joint venture partners;
       3. The Service Provider provides the Buyer with a copy of the new joint venture agreement or an amendment to the existing joint venture agreement, in which the obligations of the new/remaining joint venture partner will remain the same as in the previous joint venture agreement, and the new/remaining joint venture partner will take over all obligations of the departing joint venture partner under the previous joint venture agreement.
12. **DEADLINES FOR PROVISION OF SERVICES, PROCEDURE FOR TRANSFER-ACCEPTANCE OF THE RESULTS OF SERVICES**
    1. The procedure and deadlines for provision of services are specified in the SP of the Contract.
    2. Services are provided in accordance with separate Orders submitted by the Buyer to the Service Provider, unless otherwise provided for in the Contract documents.
    3. The Service Provider, having fulfilled the obligations provided for in the Contract, must contact the Buyer for the signing of the Service Result Transfer-Acceptance Act.
    4. The Service Result Transfer-Acceptance Act must be drawn up in two copies having equal legal force (except if signed with electronic signatures), which are signed by authorized persons of both Parties. By signing the Service Result Transfer-Acceptance Act with qualified electronic signatures, one copy of the Service Result Transfer-Acceptance Act is drawn up. The ownership right to the Service Result passes to the Buyer from the date of signing the Service Result Transfer-Acceptance Act.
    5. The Buyer must sign the Service Result Transfer-Acceptance Act no later than within 5 (five) business days, unless another deadline is specified in the SP of the Contract, from the written request of the Service Provider, if the quality of the Services meets the requirements set out in the Contract. If during the transfer and acceptance of the Services and / or the result of the Services it is determined that the Services have been provided improperly and the result of the Services does not meet the requirements set out in the Contract, the Buyer has the right to refuse to sign the act of transfer and acceptance of the result of the Services, indicating in writing the reasons for the decision made (if possible, also indicating the measures that the Service Provider must take so that the quality of the Services meets the requirements of the Contract and the act of transfer and acceptance of the result of the Services is signed).
    6. During the transfer and acceptance of the result of the Services, the Service Provider shall transfer to the Buyer all data and documents specified in the SP of the Contract (if applicable). Until the documents and / or other information provided for in the Procurement Terms and Conditions (if applicable) are provided to the Buyer, it is considered that the contractual obligations of the Service Provider have not been fulfilled, and the result of the Services has not been transferred.
    7. If the Service Provider delays in providing the Services within the deadlines established in this Contract for reasons beyond the control of the Buyer, the Service Provider, upon the Buyer's request, shall pay the Buyer penalties (delay interest/fine) in the amount established in the SP of the Contract and compensate the Buyer for direct losses incurred as a result to the extent that they are not covered by the penalties (delay interest/fine). If the Buyer files a claim for compensation for losses incurred, the late payment interest/fine shall be included in the compensation for losses.
    8. By written agreement of the Parties, the deadlines for the provision of Services may be extended if: (1) the Buyer fails to perform or improperly performs its obligations under the Contract and therefore the Service Provider cannot provide the Services; (2) Additional instructions and/or information provided by the Buyer to the Service Provider affect the Service Provider’s deadlines of provision of Services, (3) any other obstacles attributable to the Buyer and/or third parties hired by the Buyer prevent the Service Provider from providing the Services on time; or (4) actions of state or local government institutions that occurred during the performance of the Contract not due to the actions and/or inaction of the Service Provider prevent the Service Provider from providing the Services on time; (5) during the performance of the Contract, circumstances that were not foreseen at the time of signing this Contract become apparent (unforeseen change to the Order submitted by the Buyer, actions or inaction of third parties attributable to the Buyer, disputes in pre-trial or judicial proceedings, changes in the provisions of legal acts related to the performance of the Contract, new circumstances become apparent to the Buyer, which necessitate a review of the Order quantity or delivery terms, etc.).
    9. The Parties undertake to immediately inform the other Party in writing about the occurrence of the circumstances specified in clause 12.8 of the GP of the Contract. In such case, the deadlines of provision of Services may be changed (extended) for a period not longer than the duration of the circumstances specified in the aforementioned clause.
    10. The risk of damage to the Goods related to the Services during unloading, the risk of accidental loss or damage to the Goods up to the place of delivery of the Goods shall lie with the Service Provider. The risk of damage to the Goods during unloading and/or during the performance of the Services (if performed by the Service Provider or third parties related to it) shall lie with the Service Provider, unless otherwise specified in the SP of the Contract.
13. **USE, SUPPLY OR CONTRACT**
    1. If, during the provision of the Services, the Service Provider is required to take certain items of the Buyer and, after providing the Services, return them to the Buyer, or if, for the purpose of providing the Services, the Buyer provides the Service Provider with any movable items belonging to the Buyer, the following rules shall apply, without prejudice to the other provisions of the Contract:
       1. such items shall be transferred by the Buyer to the Service Provider on EXW terms in accordance with INCOTERMS 2010 at a place specified in writing;
       2. Within the deadlines specified in the Contract or otherwise in writing, the Service Provider shall return the items transferred to the Buyer on DDP terms in accordance with INCOTERMS 2010 to a place specified in writing;
       3. such transfer of the Buyer's items to the Service Provider does not grant the Service Provider any management rights to these items, except for those that are necessary for the performance of the Service Provider's obligations under this Contract.
    2. If the Contract Documents establish that, in providing the Services, the Service Provider must simultaneously supply the Buyer with certain Goods and/or perform certain works for the Buyer, all provisions of this Contract establishing the procedure for the provision of Services (including the deadlines and procedure for submitting quality reports) shall apply mutatis mutandis to such supply of Goods or performance of works.
    3. Without prejudice to the provisions of Section 12 of the GP of the Contract, the following special rules shall also apply to the supply of Goods under this Contract:
       1. all Goods supplied to the Buyer must be delivered on DDP terms in accordance with INCOTERMS 2010, including the costs of unloading the Goods and related work (installation, commissioning, testing, calibration, programming, assembly and other works and services provided for in the SP of the Contract or (and) without which the Buyer would not be able to use the Goods for their direct purpose, therefore the Service Provider, being a professional in his field, was obliged to provide for them and include them in the Tender). The delivery address of the Goods is specified in the SP of the Contract;
       2. if the Goods are transferred to the Buyer for direct use and not consumed to achieve the result of the provision of Services, the procedures for acceptance-transfer and submission of claims for defects arising during the transportation of Goods, established in the Geneva Convention on the International Carriage of Goods by Road (CMR), shall apply.
14. **INTELLECTUAL PROPERTY RIGHTS**
    1. All results and related rights acquired during the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, are the property of the Buyer, transferred to the Buyer from the moment of transfer of the result of the Services without additional fees and any additional restrictions, i.e. are transferred for the entire period of validity of the rights to intellectual property, without limiting the territory of validity. All author's property rights are transferred to the Buyer: all rights specified in Article 15 of the Law on Copyright and Related Rights of the Republic of Lithuania (reproduction, publication, distribution, public disclosure, translation into all languages of the world, creation of derivative works, processing of the work, adaptation, compilation of collections and all other rights specified in the latter article of the Law) and all other author's property rights specified in the latter law, regulatory legal acts of the European Union, international acts.
    2. The Buyer may use, assign or transfer all or part of the intellectual property in the Service Results to third parties without the separate consent of the Service Provider without the additional consent of the Service Provider, unless otherwise provided for in the SP of the Contract or intellectual property rights cannot be transferred by ownership due to the nature of the Services and (or) the exclusive rights, patents, etc. of the Service Provider.
    3. Any documents of the Buyer related to the Contract and documents of the Service Result, except for the Contract itself, are the property of the Buyer and, upon the completion of the performance of its obligations by the Service Provider, must be returned (together with all copies thereof) to the Buyer at the Buyer's request.
    4. The text of this Contract, except for documents and data unilaterally drawn up by the Service Provider identifying the Service Provider, is the copyrighted work of the Buyer. The procedures for concluding and executing this Contract are the Buyer's good practice. The Service Provider is granted only a non-exclusive, limited right to use the text of the Contract only for the purposes of executing this Contract, only for the period of validity of the Contract. Any other use of the text of this Contract and/or the experience gained by the Buyer in applying the procedures for concluding and executing the Contract in the activities of the Service Provider is possible only with the prior written consent of the Buyer.
    5. The Service Provider guarantees for an unlimited period of time compensation for losses and/or damages to the Buyer (including litigation costs) for any claims arising from infringement or suspected infringement of intellectual property rights (including defence in the event of suspected infringement), except in cases where such infringement (suspected infringement) occurs due to the fault of the Buyer.
    6. The Service Provider shall immediately notify the Buyer of the fact that a claim or any other claim has been filed with it regarding any infringement or suspected infringement of intellectual property rights related to the Contract.
    7. The Buyer has the right to use the copyright objects created during the provision of the Services at its discretion for the Buyer's activities and for any other purposes.
    8. The Buyer has the right to use the copyright objects created under the Contract both in Lithuania and abroad without any additional payments. The copyrights to the copyright objects created during the provision of the Services are transferred to the Buyer for the entire period of validity of copyrights established in the applicable legal acts.
    9. If the Service Provider uses the works of other authors to create the copyright objects during the provision of the Services / the Service Provider uses other persons to create the copyright objects provided for during the provision of the Services, the Service Provider is fully responsible both to the Buyer and to the persons for the legality of the use and transfer to the Buyer of their works and other materials intended for the production (creation) of the copyright objects provided for during the provision of the Services. The Service Provider assumes liability for claims or lawsuits arising from relations with authors and other third parties due to copyright infringement related to copyright objects transferred to the Buyer during the provision of Services and undertakes to compensate the Buyer for all losses incurred by him as a result.
    10. The Service Provider shall not have the right to sell, otherwise transfer, disclose to third parties, distribute/demonstrate these objects (their components) and/or otherwise use the author's property rights to copyright objects (including their working versions) created under the Contract without the Buyer's prior written consent.
15. **CONFIDENTIAL INFORMATION**
    1. The Buyer discloses the Contract in accordance with the provisions of the Law. The Parties agree not to disclose confidential information to any third party without the prior written consent of the Party that provided it, and also not to use confidential information for personal or third-party needs, except for cases when such information must be disclosed to a legal, financial or other specialist/advisor, or a lender.
    2. All information provided by the Buyer to the Service Provider is considered confidential, unless the Buyer confirms in writing that certain information provided is not confidential.
    3. Confidential information is also considered:
       1. information in electronic form, expressed in writing or in any other way, received in the performance of the Contract;
       2. data, personal data, electronic data, archived information and other information prepared by the Party's employees.
    4. A person to whom a Party discloses confidential information must assume confidentiality obligations in accordance with the provisions of this Article and use such information only for the purpose for which it was provided. The provisions of this Article do not apply to information that is or becomes publicly available or obtained by disclosure or must be disclosed in accordance with the requirements of legal acts. Instructions for the supply and use of Goods provided together with the Services, other information of a similar nature, are also not considered confidential information. A Party that has violated the obligations provided for in this Contract to protect confidential information and not disclose it must compensate the other Party for the losses caused by the violation of this Contract and take all reasonable steps to remedy the consequences of such disclosure within the shortest possible period.
    5. The Parties are aware, agree and undertake not to disseminate, not to disclose, not to transfer confidential information to third parties, to use this information only for the purpose of performing the Contract, and upon the expiration of the Contract or termination of the Contract – to return the confidential information to the other Party or to destroy the information provided.
    6. A Party that has violated the confidentiality obligation provided for in the Contract undertakes, upon a reasonable request of the other Party, to pay a fine of EUR 3,000.00 (three thousand euros 00 euro cents), unless otherwise provided for in the SP of the Contract, and to compensate for all direct and indirect losses incurred by the other Party, to the extent that they are not covered by the stipulated fine.
    7. The Buyer may use all information received during the performance of the Contract for the purposes of the activities of its company and/or a company directly or indirectly controlled by the Buyer and/or a company directly or indirectly controlled by the Buyer, and this will not be considered a violation.
    8. If provided for in the SP of the Contract, the Service Provider will be required to sign a separate confidentiality agreement, which may include other provisions governing confidential information.
16. **LIABILITY OF THE PARTIES**
    1. The Parties declare that the penalties established in this Contract are considered fair and small and agree that they shall not be reduced, regardless of whether part of the obligation has been fulfilled. The Parties also acknowledge that the amount of the aforementioned penalties is considered the minimum indisputable amount of losses incurred by the injured Party, which the other Party must compensate the injured Party for the breach (non-compliance) of the Contract, without requiring evidence confirming the amount of losses.
    2. The Parties shall be liable for failure to perform or improper performance of their contractual obligations in accordance with the procedure established in this Contract and legal acts. Compensation for losses and payment of penalties shall not exempt the Party from the performance of its contractual obligations.
    3. If the Buyer files a claim for compensation for losses incurred, penalties shall be included in the compensation for losses. Penalties shall apply from the amounts specified in the Contract excluding VAT.
    4. Penalties payable by the Party under the Contract shall be paid within 10 (ten) days from the date of receipt of the invoice or other document containing the claim for payment of penalties. Losses payable by the Party under this Contract shall be paid within 10 (ten) days from the date of receipt of the written claim.
    5. If a Party fails to perform or improperly performs its obligations under the Contract, it shall be in breach of the Contract. In the event of a Party’s breach of the Contract, the other Party shall have the right to exercise any lawful remedies available to it, including, but not limited to: demand proper performance of contractual obligations; demand compensation for losses; exercise the security for the performance of the Contract, if such a requirement was included in the Procurement Terms and Conditions; demand payment of penalties in the amount set out in the SP of the Contract and compensation for losses; terminate the Contract due to a material breach of the Contract.
    6. The Buyer, in the absence of grounds for withholding payment, having failed to pay the Service Provider for the Services within the deadline specified in the SP of the Contract, shall, upon the Service Provider's request, pay default interest in the amount of 0.02 percent of the amount not paid on time for each day of delay. The basis for withholding is the Service Provider's breach of contractual obligations.
    7. The Service Provider, unable to fulfil the obligations assumed under the Contract, must submit a request to the Buyer in the manner established in the Contract, including detailed information on what unforeseen circumstances specifically occurred (e.g., the company's activities were restricted, states prohibit the export of relevant goods, etc.) and indicate the reasons confirming that the Service Provider could not reasonably have foreseen these disruptions to the performance of the Contract at the time of conclusion of the Contract. In order to be exempted from civil liability, the Service Provider must provide all information requested by the Buyer and specified in the contract, as well as documents supporting this information.
17. **FORCE MAJEURE CIRCUMSTANCES**
    1. The Parties have agreed that if, after the conclusion of the contract, new circumstances arise that would limit the Service Provider's activities to a greater extent or in a different way than was known at the time of conclusion of the contract, and as a result the Service Provider cannot fulfil its contractual obligations, then the Service Provider may be released from civil liability for non-performance of the contract only if the Service Provider proves that the circumstances relied on by the Service Provider are of such a magnitude and nature that no diligent and careful businessman could have controlled and foreseen at the time of conclusion of the contract, and that the Service Provider, acting with due care and diligence, could not have prevented the occurrence of these circumstances or their consequences.
    2. A party shall be exempted from liability for non-performance of the contract if it proves that the contract was not performed due to circumstances that it could not control and reasonably foresee at the time of conclusion of the contract, and that it could not prevent the occurrence of these circumstances or their consequences. Force majeure shall not be considered to be the absence of goods on the market necessary for the performance of the obligation, the lack of the necessary financial resources by the party to the contract or the violation of their obligations by the debtor's counterparties. The parties understand force majeure circumstances as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and the "Rules for Exemption from Liability in the Event of Force Majeure Circumstances" approved by the Government of the Republic of Lithuania of 15 July 1996 by Resolution No. 840, to the extent that they do not contradict the Civil Code of the Republic of Lithuania.
    3. A Party that is unable to perform the contract 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, providing evidence that it has taken all reasonable precautions and made every effort to reduce costs or negative consequences, and also notify the possible deadline for fulfilling obligations. Notification is also required when the basis for non-fulfilment of obligations disappears. At the request of the Buyer, the Seller, seeking to prove force majeure circumstances, must provide a certificate issued in accordance with the Resolution of the Government of the Republic of Lithuania of March 13, 1997, No. 222 “On Approval of the Procedure for Issuing Certificates Evidencing Force Majeure Circumstances” or the relevant legal acts replacing it.
    4. The basis for releasing a Party from liability arises from the moment of the occurrence of force majeure circumstances or, if the notification was not submitted in time, from the moment of submission of the notification. If a Party fails to send a notification in time or fails to inform about force majeure circumstances due to which it cannot fulfil its obligations under the contract, it must compensate the other Party for the damage that it has suffered due to the untimely notification or the absence of any notification.
    5. In the event of force majeure circumstances, the Parties are released from liability for non-fulfilment, partial non-fulfilment or improper fulfilment of the obligations provided for in the contract, and the deadline for the fulfilment of the obligations is extended. If the circumstance due to which it is impossible to fulfil the contract is temporary, then the Party is released from liability only for such a period that affects the fulfilment of the contract. If the force majeure circumstances continue for more than 3 (three) months, either Party shall have the right to unilaterally terminate this Contract by giving the other Party 5 (five) calendar days' prior written notice. Upon termination of the Contract on this basis, the Parties shall settle accounts with each other and fulfil other obligations under the Contract no later than 30 (thirty) calendar days from the date of termination.
18. **CONTRACT PERFORMANCE SECURITY**
    1. The provisions of this section apply if the SP of the Contract specifies that the Service Provider must provide a bank guarantee or a letter of guarantee issued by an insurance company to ensure the proper performance of the Contract.
    2. The Service Provider must provide the Buyer with a Contract Guarantee (bank guarantee or letter of guarantee issued by an insurance company) in the amount specified in the SP of the Contract and all accompanying documents no later than 10 (ten) business days from the date of signing the Contract.
    3. The following requirements apply to the Contract Guarantee (bank guarantee or letter of guarantee issued by an insurance company):
       1. The guarantor (surety) must irrevocably and unconditionally undertake, no later than within 10 (ten) calendar days from the receipt of a written notification from the Buyer about the violation, partial or complete non-fulfilment or improper fulfilment of the obligations set out in the Contract by the Service Provider, to pay the Buyer the amount of the Contract guarantee by transferring the money to the account specified by the Buyer.
       2. The Contract Performance Security Letter may not indicate that the amount of the Contract Performance Security to be paid depends on the amount of the Buyer's losses, direct or indirect losses, forms of fault of the Service Provider, other objective or subjective circumstances, nor may it indicate that the security amount decreases in proportion to the amount of work performed / services provided / Goods delivered by the Service Provider.
       3. The Guarantor (Guarantor) shall not have the right to require the Buyer to substantiate his claim. The Buyer shall indicate in the notice to the Guarantor (Guarantor) that the amount of the Contract Security is due to the Service Provider having violated the established obligations/partially or completely failing to perform/failed to perform the Contract and/or it was terminated due to the fault of the Service Provider.
       4. The Buyer shall not be obliged to prove the actual losses incurred and the Service Provider, by signing the Contract and submitting the Contract Guarantee, confirms that the amount of the Contract Guarantee shall be considered the minimum unprovable losses of the Buyer.
    4. In the event that the Services and related goods are supplied under the contract for two or more years, the Service Provider may provide a contract guarantee valid for 12 months, but in such a case, the Service Provider must provide a new Contract Guarantee or extend the existing one for the remaining term of the Contract at least 30 (thirty) calendar days before the expiration of the provided Contract Guarantee (bank guarantee or letter of guarantee issued by an insurance company). In all cases, the Service Provider ensures that the contract is continuously secured by a bank guarantee or letter of guarantee throughout its validity period. The guarantee must be valid for 1 (one) month longer than the final deadline for the performance of the Service Provider's contractual obligations provided for in the Contract.
    5. In cases where, 30 (thirty) calendar days before the expiration of the Contract Guarantee, the Service Provider still fails to provide a new or extend the existing Contract Guarantee, this shall be considered a material breach of the Contract, and the Buyer reserves the right to use the valid Contract Guarantee.
    6. The Contract Guarantee, unless otherwise provided for in the SP of the Contract, must be provided in the currency used for settlements between the Parties.
    7. If the Service Provider violates the obligations established under the Contract and its annexes, partially or completely fails to fulfil the obligations (or improperly fulfils them), the Buyer shall use the Contract Performance Security. The Service Provider, in order to continue to fulfil the obligations of the Contract, must provide the Buyer with a new Contract Guarantee in the amount specified in the SP of the Contract within 10 (ten) business days. Subsequent amendments or additions to the Contract or other documents related to it do not affect the performance or scope of the guarantor's obligations.
    8. If at least one of the following conditions occurs - the Service Provider has failed to fulfil, partially fulfilled or improperly performs (fulfilled) the contractual obligations, the amount requested by the Buyer shall be paid, not exceeding the amount of the guarantee specified in the SP of the Contract, without requiring evidence substantiating the losses from the Buyer.
    9. If the Service Provider requests, the Buyer shall return the Contract Guarantor to the Service Provider (if a paper original was submitted) no later than within 30 (thirty) calendar days from the date of fulfilment of the obligations assumed by the Service Provider under this Contract and receipt of the Service Provider's request.
    10. If the Service Provider fails to provide the Contract Guarantor within the deadline specified in Clause 18.2 of the GP of the Contract, the Buyer has the right to unilaterally terminate this Contract without prior notice, without compensating the Service Provider for the losses incurred by it due to the unilateral termination of the Contract. If, according to the provisions of the SP of the Contract, the Contract enters into force from the moment the Service Provider provides the Contract Guarantor to the Buyer, this provision of the Contract regarding the termination of the Contract shall not apply and it shall be deemed that the Service Provider has refused to conclude the Contract.
19. **VALIDITY OF THE AGREEMENT, ITS AMENDMENT AND TERMINATION**
    1. Unless otherwise provided in the SP of the Contract, in accordance with Article 6.192(2) of the Civil Code of the Republic of Lithuania, the Contract is considered concluded and enters into force when the Parties sign a copy of the SP of the Contract, which may contain both original, scanned and electronic signatures of the Parties. Signing the SP of the Contract with original signatures is possible but is not necessary for the validity of the Contract.
    2. The moment of entry into force of the Contract and its term of validity are specified in the SP of the Contract.
    3. When the possibility of extending the contract is specified in the SP of the Contract and neither of the Parties to the Contract expresses its desire not to extend the Contract within the deadline specified in the SP of the Contract, it is considered that both Parties satisfy the conditions specified in the SP of the Contract (including the established Service prices) and the Contract is automatically extended under the same conditions for the period specified in the SP of the Contract, not exceeding the Contract value specified in the SP of the Contract in euros. The extension condition may be applied no more times than specified in the SP of the Contract. A separate agreement on the extension of the Contract is not concluded.
    4. The terms of the Contract may not be changed during the validity period of the Contract, except for such terms of the Contract, the change of which is provided for in the Contract and/or possible in accordance with the Law. Changes to the terms of the Contract are formalized by written agreements of the Parties, which are an integral part of the Contract.
    5. Changes to the terms of the Contract are not considered changes to the Contract of a technical nature (for example, details of the Parties, errors) and adjustments to individual terms of execution of the Contract in the circumstances provided for in the Contract.
    6. Each Party may initiate a change to the terms of the Contract by submitting a relevant request to the other Party and supporting documents. In the event of a disagreement between the Parties, the right of decision belongs to the Buyer.
    7. The Buyer may suspend the execution of the Contract or part thereof for such time and in such manner as it deems necessary. If the suspension period lasts longer than 60 (sixty) calendar days, the Service Provider has the right to request permission to resume the execution of the Contract, and if the Buyer does not issue permission within 10 (ten) calendar days from the request of the relevant Service Provider, terminate the Contract by giving 10 (ten) calendar days' prior notice.
    8. The Contract may be terminated by written agreement of both Parties.
    9. The Buyer has the right to terminate this Contract unilaterally at any time, without recourse to court, in the absence of the Service Provider's fault, by giving 30 (thirty) calendar days' prior written notice to the Service Provider, regardless of the fact that the Service Provider has already begun to perform the Contract. In such a case, the Service Provider shall be paid only for the Services actually properly provided until the date of termination of the Contract, and the Service Provider shall not be compensated for any compensation or losses.
    10. The Buyer has the right to terminate the Contract unilaterally, without recourse to court, by giving 5 (five) calendar days' prior written notice to the Service Provider, if the Service Provider has materially breached the Contract. A breach of the Contract by the Service Provider shall be considered material if:
        1. the Services provided do not comply with the requirements set out in the Contract and the Service Provider does not correct the deficiencies in the provision of the Services within the deadline set out in the Contract;
        2. The Service Provider missed the deadline for the provision of the Services and does not correct them within the period specified in the Buyer's written claim;
        3. If the Services are not of a permanent nature and the Service Provider does not comply with the deadline for the provision of the Services set out in the SP of the Contract and the delay from the scheduled completion date is more than 30 (thirty) days;
        4. The qualification of the Service Provider (including an economic entity, quasi-subcontractor, joint venture partner) has become no longer compliant with the requirements of this Contract and these inconsistencies have not been corrected within 14 (fourteen) calendar days from the date the qualification became non-compliant;
        5. The Service Provider is subject to bankruptcy or restructuring proceedings, or the bankruptcy proceedings are conducted out of court, compulsory liquidation or arrangement with creditors procedures have been initiated or analogous procedures are being conducted against it under the laws of the country in which it is registered, the Buyer becomes aware of any other forced enforcement of the Service Provider's creditors' rights that may have a material impact on the Service Provider's ability to continue to perform the Contract and/or a conviction is passed and becomes effective against the Service Provider for the crimes 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;
        6. The Service Provider violates the provisions of this Contract governing competition, intellectual property or confidential information management;
        7. The Service Provider violates the provisions of the Contract regarding reliance on the capacities of other economic entities;
        8. there are other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania.
    11. The Parties have agreed that the Buyer has the right to immediately unilaterally terminate any or all contracts with the Service Provider without being obliged to pay any fines, compensate any damage, pay compensation or refund money to the Service Provider and/or its subcontractor, and the Buyer may cancel any or all Orders and/or fully or partially suspend the performance of any contracts with the Service Provider if it becomes apparent that economic or other international sanctions are applied to the Service Provider, its manager, shareholder(s) and/or its ultimate beneficial owner (i.e. a natural person who, directly and/or indirectly, acting individually or jointly with other persons, is the ultimate owner of the Service Provider and/or controls the Service Provider or its management, and/or exercises decisive influence over it), and/or any natural or legal person related to the Service Provider and/or its beneficial owner.
    12. If the Buyer terminates the Contract due to a material breach of the Contract by the Service Provider or an unjustified termination of the Contract by the Service Provider, and if the SP of the Contract does not provide that the proper performance of the Contract is ensured by the Contract Guarantor, upon the Buyer's request, the Service Provider shall pay the Buyer a penalty of 10 (ten) percent of the Contract price excluding VAT, which shall be considered the minimum losses incurred by the Buyer and which the Buyer is not required to prove and shall compensate for direct losses related to the termination of the Contract. If the Buyer files a claim for compensation for losses incurred, the amount of the penalty shall be included in the compensation for losses.

**19.12.** The Contract may also be terminated by the Buyer's unilateral statement of termination of the Contract, after notifying the Service Provider and indicating the reasons for termination of the Contract no later than 30 (thirty) calendar days in the following cases:

* + 1. The Contract was amended in violation of Article 97 of the Law;
    2. if it becomes clear that the Service Provider with whom the Contract was concluded should have been excluded from the Procurement procedure by applying mutatis mutandis Article 46, Part 1 of the Law on Public Procurement, which is applied together with Article 59, Part 1 of the Law;
    3. if it turns out that the Contract should not have been concluded with the Service Provider due to the fact that the Court of Justice of the European Union, in proceedings under Article 258 of the Treaty on the Functioning of the European Union, has recognized that the obligations under the Treaties establishing the European Union and Directive 2014/25/EU have not been fulfilled.
  1. The Service Provider assumes the risk that, upon termination of the Contract on the basis of a fundamental breach of the Contract, the Service Provider may be included in the list of unreliable suppliers in accordance with the procedure established by the legal acts in force in the Republic of Lithuania.
  2. Upon termination of this Contract for any reason, the Parties undertake to:
     1. take all measures to minimize the losses incurred by them due to the termination of the Contract;
     2. within 10 (ten) calendar days from the date of receipt of the notice of termination of the Contract, submit to the other Party all documents necessary for full settlement under this Contract (until the date of termination of the Contract);
     3. pay for the Services delivered before the termination of the Contract, which are of appropriate quality and meet the requirements of the Contract.
  3. If, due to the failure or improper performance of the obligations assumed by the Service Provider under the Contract, the Buyer is subject to fines or the like by competent authorities (e.g. the Buyer is obliged to perform certain actions, etc.), the Service Provider must compensate the Buyer for all damage incurred as a result.

1. **FINAL PROVISIONS**
   1. The Parties agree that the Buyer has the right to transfer the rights and obligations arising from the Contract to a third party without the written consent of the Service Provider, if the Buyer's reorganization, liquidation, restructuring or bankruptcy procedures are initiated in accordance with the procedure established by law or the Buyer's legal status changes or the Buyer's functions or part thereof are taken over by a third party on the basis of a transaction. The successor of the Buyer's rights and obligations becomes a Party to the Contract from the moment of taking over the rights and obligations, taking over all the rights and obligations assumed by the Buyer on the basis of this Contract. At the request of the Service Provider, the Buyer shall submit to the Service Provider documents confirming the financial capabilities of the third party taking over the Buyer's rights and obligations and other necessary documents.
   2. The Parties agree that in the event of a reorganization of the Buyer's company or a change in the Buyer's legal status in accordance with the procedure established by legal acts, without the written consent of the Service Provider, the successor of the Buyer's rights and obligations shall become a Party to the Contract from the moment of the transfer of rights and obligations, taking over all rights and obligations assumed by the Buyer on the basis of this Contract. The Parties declare and confirm that such transfer of the Buyer's rights and obligations is not a novation in accordance with the provisions of Section 3 of Part I of Book VI of the Civil Code of the Republic of Lithuania and in itself does not affect the validity of the Contract. The Parties agree that the Buyer or his successor of rights and obligations shall inform the Service Provider of the transfer of rights and obligations specified in this clause in accordance with the procedure established by legal acts and the Parties shall not conclude a separate amendment to the Contract.
   3. The Service Provider may be replaced due to the reorganization, liquidation, restructuring or bankruptcy procedure of the Service Provider initiated in accordance with the procedure established by law, or due to a change in the status of the Service Provider, or if the functions of the Service Provider or part thereof are taken over by a third party on the basis of a transaction. The Service Provider must inform the Buyer in writing no later than 30 (thirty) business days before the moment of taking over the rights and obligations of the Service Provider and, together with the aforementioned letter, submit documents confirming the absence of grounds for the removal of the successor to the rights and obligations of the Service Provider and the qualifications (where applicable). The successor to the rights and obligations of the Service Provider must have qualifications no lower than those of the Service Provider with whom the Contract was concluded, assessed according to the criteria set out in the Procurement Terms and Conditions. The Buyer, having received the letter from the Service Provider together with all documents confirming the qualification of the successor of the rights and obligations of the Service Provider, shall evaluate the content of the submitted documents no later than within 10 (ten) business days and approve or refuse to approve the change of the Party to the Contract in writing. Upon the Buyer's approval, the amendment to the Contract shall be signed. The Parties declare and confirm that such transfer of the rights and obligations of the Service Provider is not a novation in accordance with the provisions of Section 3 of Part I of Book VI of the Civil Code of the Republic of Lithuania and in itself does not affect the validity of the Contract. The Service Provider shall not acquire the right to transfer its rights or obligations under this Contract to a third party without the prior written consent of the Buyer. Failure to comply with this condition shall be considered a material breach of the Contract.
   4. A Party shall not acquire the right to transfer its obligations under this Contract to a third party without the written consent of the other Party. This limitation on the transfer of obligations does not apply in cases where, due to the transfer of the Buyer's functions or part thereof, the obligations arising from this Contract to the Buyer are transferred to another contracting organization - the Buyer's associated persons, who meet at least one of the criteria established in Part 8 of Article 2 of the Law on Corporate Tax of the Republic of Lithuania.
   5. Each Party must notify the other Party within 5 (five) business days of any change in the address, details, and contact persons specified in the SP of the Contract. Until notification of the change of address, all notices and other correspondence sent to the address specified in this Contract shall be deemed to have been properly served.
   6. All relations between the Parties arising from this Contract and not discussed in its terms and conditions shall be regulated by the laws and other legal acts of the Republic of Lithuania.
   7. The Parties undertake to resolve all disputes regarding the performance of this Contract through negotiations. If the Parties cannot resolve these disputes through negotiations, they shall be resolved in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.
   8. Prior to the conclusion of the Contract, the Parties may agree on other provisions of the Contract not mentioned in the GP of the Contract and (or) the SP of the Contract, which do not contradict the Procurement Terms and Conditions and the provisions of the Law. New provisions of the Contract shall be set out in the SP of the Contract.
   9. The Parties agree that during the provision of the Services, the Service Provider shall provide the Buyer with final documents related to the provision of the Services and other materials only in Lithuanian, unless otherwise provided for in the SP of the Contract. If the relevant final documents and other materials required for the provision of the Services are submitted in a language other than Lithuanian, in such case the Service Provider must attach to these documents a translation of the document into Lithuanian certified by the translator's signature and the translation agency's stamp.
   10. The Buyer may also formalize in the SP of the Contract and/or the Technical Specification what additional documents are submitted in Lithuanian or another language acceptable to the Buyer.
   11. In the event that the Service Provider fails to comply with the requirements specified in Clauses 20.10 and/or 20.11 of the GP of the Contract (the documents will be submitted in a language other than Lithuanian and a document in Lithuanian certified by the translator's signature and the translation agency's stamp will not be attached to these documents), the Buyer shall have the right to translate the aforementioned documents at its own expense without separate notice and in such case the amount payable for the Services provided will be reduced by the amount of actual costs incurred related to translation services.
   12. By entering into this Contract, the Parties confirm that they are aware that Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (hereinafter referred to as the General Data Protection Regulation) may affect the performance of this Contract. The Parties agree that if there is a need to transfer, share or otherwise process personal data between the Parties in any way, this Contract and/or its annexes may be amended and/or a separate agreement on the processing of personal data may be signed to the Contract in order to ensure compliance with the General Data Protection Regulation. The Parties agree, if such a need arises, to review and/or amend the Contract and/or its annexes and/or sign a supplementary agreement and take other necessary measures to ensure compliance with the requirements of the General Data Protection Regulation.
   13. The Service Provider confirms that the circumstances arising from the unfavourable epidemiological situation caused by the coronavirus infection (COVID-19) and the decisions taken by the competent state and/or municipal institutions of the Republic of Lithuania or other countries, which impose restrictions on the movement of persons and/or economic activities, are not considered force majeure and do not exempt the Service Provider from liability for non-performance of the contract.
   14. Corruption in any form is not tolerated. The Buyer has the right to unilaterally terminate the Contract if the Service Provider (including any of the Service Provider's employees, intermediaries, subcontractors, representatives, etc.) gives or offers (directly or indirectly) to any employee of the Buyer any benefit in the form of a thing, monetary remuneration, commissions, services or other tangible or intangible benefit as an incentive or reward for performing or refraining from performing any action related to this Contract, or for showing or refraining from showing Favor or disfavour (bribe) to any person related to this Contract. If the Buyer terminates the Contract on this basis, the Service Provider must reimburse the Buyer for all expenses incurred in connection with the completion of the Contract and compensate for all losses incurred due to the termination of the Contract.
   15. Since the Buyer and its relations with third parties are subject to the 2020 Resolution of the Board of the Bank of Lithuania Resolution No. 03-174 of 26 November 2017 “On the Approval of the Description of Information and Communication Technologies and Security Risk Management Requirements”, the Service Provider undertakes to provide its employees, and if it uses third parties (e.g. subcontractors) for the provision of services, also to provide them with training in information security and related areas in order to reduce human errors, theft, fraud, abuse or losses in these areas and eliminate security-related risks. This training must be carried out at least once a year. The Service Provider shall immediately inform the Buyer if it needs additional information to carry out this training. The Service Provider, upon receiving the Buyer’s request to provide information on the performance of such training, shall provide it immediately.
   16. The Parties have agreed that the Buyer has the right to unilaterally terminate the Contract if, during the performance of the Contract, at least one of the grounds specified in Article 58(41) of the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services / Article 45(21) of the Law on Public Procurement and / or in Council Regulation (EU) No. 833/2014 as amended and / or in Council Regulation (EC) 765/2006 as amended becomes apparent.
   17. When performing the Contract, the Service Provider must comply with sustainability and environmental requirements, including, but not limited to: reducing paper consumption, avoiding unnecessary copying and printing of documents, if stationery is used, it must be made from recycled raw materials or recycled (the Service Provider must keep documents proving this). Invoices and transfer-acceptance acts and (or) other documents related to the performance of the Contract must be submitted to the Buyer only in electronic format. Waste generated during the performance of the Contract must be sorted and disposed of in specially designated areas. The Buyer may at any time inspect on-site or request evidence that the Service Provider complies with the requirements. Failure to comply with the requirements set out in this clause shall be subject to a fine of EUR 100 (one hundred euros), unless otherwise specified in the SP of the Contract.
   18. The Service Provider ensures that both at the time of conclusion of the Contract and throughout the entire period of performance of the Contract, it will comply with the requirements of Directive (EU) 2022/2555 of the European Parliament and of the Council of 14 December 2022 concerning measures to ensure a high common level of cybersecurity across the Union and amending Regulation (EU) No 910/2014 and Directive (EU) 2018/1972 and repealing Directive (EU) 2016/1148 and the requirements set out in the Law on Amendment of the Law of the Republic of Lithuania on Cybersecurity No. XII-1428 adopted on 11 July 2024.
   19. The Service Provider shall not have the right to use the Buyer's employees for the performance of this Contract (to conclude employment, contract or other contracts).
   20. The Contract is concluded in two copies having equal legal force, one for each Party. When signing the Contract with qualified electronic signatures, one copy of the Contract is concluded.

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