

APPROVED
 By the Rector of the Lithuanian
 University of Health Sciences
 Order No. 2023-V-0158 of 09 June 2023
 (Version of Order No. 2025-V-0085 of 4
 March 2025)

SPECIAL CONDITIONS OF THE SERVICES PURCHASE AND SALE CONTRACT

Name of the Contract	Database services purchase agreement – POA titles		
Date of the Contract	12/01/2026	Number of the Contract	2025-P-01495

1. PARTIES TO THE CONTRACT		
1.1. Buyer	1.1.1. Title	Lithuanian University of Health Sciences
	1.1.2. Legal entity code	302536989
	1.1.3. Address	A. Mickevičiaus g. 9, LT-44307 Kaunas
	1.1.4. VAT identification number	LT100005579315
	1.1.5. The settlement bank account	
	1.1.6. Bank, bank code	
	1.1.7. Telephone	+ 370 37 327 201
	1.1.8. E-mail	rektoratas@lsmu.lt
	1.1.9. Representative of the party	Rector Prof. Rimantas Benetis
	1.1.10. Basis of representation	University Statute
1.2. Supplier	1.2.1. Title	A T Little & Sons Limited trading as Browns Books
	1.2.2. Legal entity code	01607961
	1.2.3. Address	Melton Enterprise Park, 5 Redcliff Road, Melton, East Yorkshire, UK, HU14 3RS

1.2.4. VAT identification number	347 6304 50
1.2.5. The settlement bank account	Lloyds
1.2.6. Bank, bank code	Sort Code 30-92-86 Account Number 00958312
1.2.7. Telephone	+441482 384660
1.2.8. E-mail	Customer.services@brownsbfs.co.uk
1.2.9. Representative of the party	Ashley Hales
1.2.10. Basis of representation	Managing Director

2. RESPONSIBLE PERSONS	
2.1. The Buyer's contact persons responsible for the performance of the Contract, acceptance of services, acceptance of accounts through the information system SABIS	Grita Kalpavičienė, Collection and storage of documents in the library and information center information specialist of the department. Phone number: +370 37 396048. E-mail: grita.kalpaviciene@lsmu.lt.
2.2. The contact persons of the supplier responsible for the performance of the Contract	Claire Smith, Sales Director. Phone number: +441482 384660 Email: Claire.smith@brownsbfs.co.uk
3. SUBJECT OF THE CONTRACT	
3.1. Subject of the Contract	The Supplier undertakes to provide the Buyer with database services under the conditions stipulated in the contract, including an access to eBooks (hereinafter referred to as the Services). The detailed description of the services and other requirements for the services provided are set out in Annex 1 to the Contract, Technical Specification (hereinafter – Technical Specification).
3.2. Name and number of the purchase	
3.3. Information on a project or other project funded by the European Union	Not applicable

4. TERMS OF SERVICE PROVISION AND PROCEDURE OF SERVICE TRANSFER – ACCEPTANCE	
4.1. Time limits for the provision of services in stages	Term or service provision - 12 months from the date of entry into force of the Contract.
4.2. Extension of the term of provision of services / part of services / stage / period	Not applicable
4.3. Order Procedure	Not applicable
4.4. Minimum Order Value or Volume	Not applicable
4.5. Documents to be submitted:	The following documents must be submitted: invoice. If the supplier fails to provide the specified documents, the services shall be deemed not to comply with the requirements set out in the Contract.
5. PRICE OF THE CONTRACT AND SETTLEMENT PROCEDURE	
5.1. The Contract shall be subject to the method of calculating the price	Fixed price pricing
5.2. The value of the original contract and the price of the contract where <u>fixed price pricing</u> is applied	The value of the original contract is 2 629,00 EUR (<i>two thousand six hundred and twenty-nine euros and 00 ct</i>) without VAT. VAT consists of 236,61 EUR (<i>two hundred and thirty-six euros and 61 ct</i>). The price of the contract is 2 865,61 EUR (<i>two thousand eight hundred and sixty-five euros and 61 ct</i>) with VAT. For the purposes of this Contract, the value of the P-rated contract shall be equal to the price of the Supplier's offer, excluding VAT, indicated for the total quantity and (or) volume of services specified in the purchase documents and the Contract.
5.3. Conversion of the contract price/rates by applying the <u>review</u> rules	The price/rates of the contract will be recalculated: 5.3.1. Regarding the change of the VAT rate; 5.3.2. Not applicable; 5.3.3. Changes in price level; 5.3.4. Not applicable.
5.3.1. Review of the contract price/rates due to the change in the VAT rate	If, during the performance of the Contract, the legal acts regulating the payment of VAT have changed, which directly affect the price/rates specified in the Contract for the Services provided by the Supplier, the price/rates of the Contract shall be

	<p>recalculated without changing the price/rate of the Services without VAT.</p> <p>The recalculated price/rates of the Contract shall be formalised by the Contract and shall apply from the date of the new VAT introduction (irrespective of when the Contract is signed).</p>
<p>5.3.2. Review of contract price/rates for changes in other fees that determine the price/rates of services</p>	<p>Not applicable</p>
<p>5.3.3. Review of the contract price/rates due to changes in price level</p>	<p>5.3.3.1. Any contracting Party shall have the right to initiate a review (amendment) of the rates of the Contract not earlier than 6 (<i>six</i>) months after the date of entry into force of the Contract (if the review has already been carried out, from the date of entry into force of the Contract on the last conversion under this special clause), if the change in prices of consumer goods and services (k), calculated as set out in paragraph 5.3.3.6, exceeds 5 percent. The review of contract fees shall be carried out at least every 6 (<i>six</i>) months.</p> <p>5.3.3.2. The fees of the contract shall be reviewed only for the part of the contract that is not redeemed, i.e. for services that are not accepted and paid for. The subsequent recalculation of prices or rates may not include the period for which the recalculation has already taken place.</p> <p>5.3.3.3. If the provision of Services is delayed due to the fault of the Supplier, the fees of the delayed services are not recalculated due to the increase in the price level (may be reduced but may not be increased).</p> <p>5.3.3.4. In performing the review of the rates of the Contract, the Parties shall follow the data of the Database of indicators published by the State Data Agency in the Official Statistics Portal or data from other official sources. The other party shall not be required to provide an official document or approval issued by the State Data Agency or another authority.</p> <p>5.3.3.5. The Parties shall specify in the Contract the value of the index of consumer goods and services at the beginning of the period and the date of its establishment, the value of the index at the end of the period and the date of its establishment, the price change (k), the recalculated contract fees, the recalculated value of the original contract.</p>

5.3.3.6. New contract fees are calculated according to the formula below:

$a_1 = a + \left(\frac{k}{100} \times a\right)$, where a – it the fee (EUR excluding VAT) (if it has already been recalculated, then after the last conversion);

a_1 – recalculated (modified) rate (EUR excluding VAT)

k – the change (increase or decrease) (%) in the price of consumer goods calculated based on the Consumer Price Index (“Consumer goods and Services”). the value of “ k ” is calculated using the formula:

where (in %)

$Ind_{\text{the most recent}}$ – index of consumer goods and services published on the day of the request for a review of tariffs.

$Ind_{\text{beginning}}$ – consumer goods index at the start date (month) of the period (“Consumer Goods and Services”).

In the instance of the first recalculation, the beginning (month) of the period shall be the month of the date of conclusion of the Contract. In the instance of second and subsequent recalculations, the beginning (month) of the period shall be the month of the value of the relevant index published at the time of the last recalculations.

5.3.3.7. For calculations, index values shall be taken to **the accuracy of four** decimal places. The calculated change (k) for further calculations shall be used rounded to **one** decimal place and the calculated rate “ a ” shall be rounded to **two** decimal places.

5.3.3.8. A party seeking to review the rates of the Contract must apply in writing to the other party and submit all necessary information in the request: The name, number, date of the Contract, the list of undelivered and unpaid services with quantities, the index values with references to public sources in the Official Statistics Portal of the State Data Agency or other official sources data, other relevant information. In the request, a party shall not be entitled to refer to an index other than that specified in this procedure or request a conversion on an index other than that specified in this procedure.

5.3.3.9. The Contract must be concluded within 10 (ten) calendar days from the date of receipt of the appropriate request submitted by the party to recalculate the Contract rates.

5.3.4. Review of contract price/rates due to changes in price level according to price movements of Service Groups	Not applicable
5.4. Calculation of the contract price/rates by applying the rules of change of quantity (volume)	Not applicable
5.5. Terms and conditions of payment to the supplier	The Buyer shall pay the Supplier no later than within 30 (<i>thirty</i>) days from the date of receipt of the invoice. Payment terms: 1) upon fulfilment of all contractual obligations, the total price of the contract is paid.
5.6. Advance	Not applicable
5.7. Guarantee of advance	Not applicable
6. QUALITY OF SERVICE AND WARRANTY OBLIGATIONS	
6.1. Warranty term	Not applicable
6.2. Deadline for elimination of service defects	If defects in the Services are identified during the validity of the contract, the Supplier must eliminate the defects in the Services no later than within 1 (<i>one</i>) working day from the date of receipt of the written claim.
6.3. Procedures for the implementation and verification of qualitative criteria	Not applicable
7. SUB-SUPPLIERS AND (OR) SPECIALISTS ARE USED FOR THE PERFORMANCE OF THE CONTRACT	
7.1. Sub-suppliers and (or) specialists are used for the performance of the contract	For the performance of the contract, sub-suppliers and (or) specialists are not used.
8. ENFORCING OBLIGATIONS UNDER THE CONTRACT	
8.1. Enforcing Obligations under the Contract	Performance of obligations under the Contract: Penalties (fines, penalties).
8.2 Terms of the Contract Enforcement	Not applicable

8.3. Provisions of Contract enforcement	Not applicable
9. RESPONSIBILITY OF THE PARTIES	
9.1. The Buyer shall be subject to a penalty for delay in payments under the Contract	If the Buyer, having received a properly submitted and completed invoice, delays payment for the proper quality services provided by the Supplier within the time limit specified in the Contract, the Supplier shall from the day other than the time limit set, calculate the interest of 0.08 (<i>eight hundredth</i>) percent from the unpaid amount without VAT for each day of delay.
9.2. Applicable penalties for the Supplier	<p>9.2.1. If the Supplier is late in providing the Services or fails to fulfil other contractual obligations, the Buyer shall, from the date other than the deadline set, charge the Supplier 0.08 (<i>eight hundredth</i>) interest for each day of delay from the price of the services or other contractual obligations not including VAT.</p> <p>9.2.2. If the Supplier is late in returning the overpayment resulting from the reduction of the amount due to the Supplier in accordance with paragraph 7.4.1.2 of the General Terms and Conditions, the Buyer shall from the day of the day other than the deadline set, charge the Supplier 0.08 (<i>eight hundredth</i>) percent interest for each delayed day from the non-refundable overpayment price without VAT.</p> <p>9.2.3. The Supplier shall be obliged to pay the Buyer penalties within 30 (<i>thirty</i>) days of the Buyer's request, if the amount of the penalties is not deducted from the amount payable to the Supplier.</p>
9.3. The Supplier/Buyer shall be subject to a fine upon termination of the Contract due to a material breach of the Contract or upon unjustified termination of the Contract in accordance with the procedure laid down in the Contract	<p>9.3.1. Upon termination of the Contract for a material breach of the Contract established in the Special Terms of the Contract, a fine of 5 (<i>five</i>) percent shall be paid from the initial value of the Contract specified in clause 5.2 of the Special Terms.</p> <p>9.3.2. Upon unjustified termination of the performance of the Contract in accordance with the procedure laid down in the Contract, a fine of 3 (<i>three</i>) per cent shall be paid from the initial value of the Contract specified in clause 5.2 of the Special Terms.</p>
9.4. The Supplier shall be subject to a fine for replacement of existing sub-suppliers or specialists / use of	Not applicable

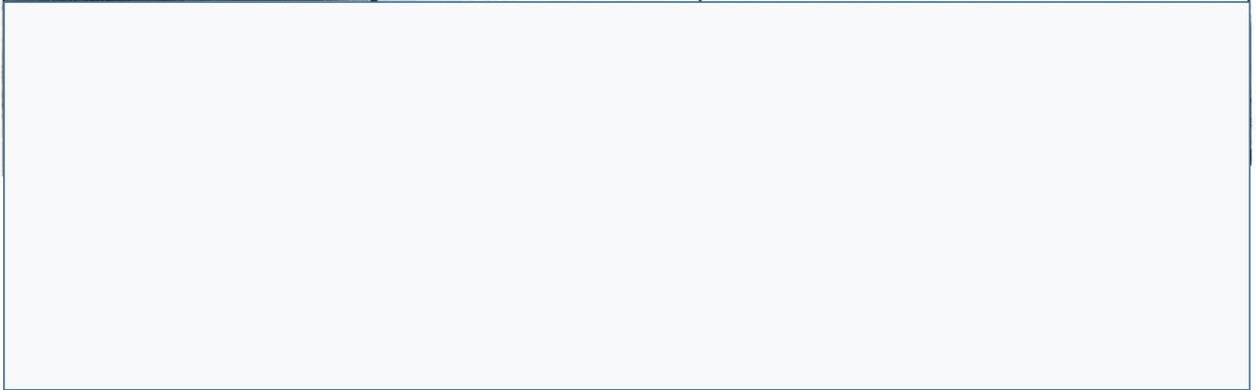
new sub-suppliers without complying with the procedure for changing sub-suppliers and (or) specialists specified in the General Terms and Conditions.	
9.5. The supplier shall be subject to penalties for non-compliance with environmental and/or social criteria	Regarding the Special Conditions 13.1. a fine of EUR 200.00 (<i>two hundred euros and 00 ct</i>) is applied for failure to comply with this point.
9.6. The Supplier/Buyer is subject to a fine for non-compliance with confidentiality requirements	A fine of EUR 500.00 (<i>five hundred euros and 00 ct</i>) is applied for non-compliance with confidentiality requirements.
9.7. The supplier shall be subject to a penalty for failure to meet the qualitative criteria set out in the procurement documents during the performance of the Contract	Not applicable
9.8. The Supplier shall be subject to penalty for non-renewal of the contract performance assurance	Not applicable
9.9. The Supplier shall be subject to a fine for non-compliance with the requirements for the use of the Buyer's symbols, name and mark in advertising or marketing and the prohibition to use the intellectual performance created by the Buyer	A fine of EUR 500 (<i>five hundred euros</i>) shall be applied for non-compliance with the requirements for the use of the Buyer's symbols, name and mark in advertising or marketing and the prohibition to use the intellectual performance created by the Buyer.
9.10. Other penalties	Not applicable
10. TERMS OF THE CONTRACT	
10.1 Essential terms of the Contract	Not applicable

10.2. Serious or persistent deficiencies in the performance of an Essential terms of the Contract	Not applicable
11. THE VALIDITY AND TERMINATION OF THE CONTRACT	
11.1. Conclusion and entry into force of the Contract	This Contract shall be deemed to have been concluded and shall enter into force from the date of signature of the Contract (on the date of signature of the second Party). The Contract is valid until full performance of obligations (until the value of the original contract is exhausted, but its term cannot be longer than 13 (<i>thirteen</i>) months.
11.2. Extension of the term of the Contract	Not applicable
12. TERMINATION OF THE CONTRACT	
12.1. Grounds for termination of the Contract	The Contract may be terminated by written Contract of the parties or unilaterally in accordance with the procedure laid down in the General Terms and Conditions.
12.2. Fundamental violations of the Contract	12.2.1. If the Supplier fails to fulfil the obligations assumed for the Contract price/rates specified in the Contract; 12.2.2. If the Supplier fails to comply with the terms of service provided in the Contract 2 (two) times in a row or is late to provide services more than 10 (<i>ten</i>) from the term of service provided in the Contract; 12.2.3. If the Supplier violates the terms of service provision and the sum of overdue penalties exceeds 20 (twenty) percent the value of the initial Contract; 12.2.4. The supplier violates the terms of the service provision and the delay in the provision of services makes the services unnecessary; 12.2.5. The Supplier provides Services on more than two (2) occasions which do not comply with the requirements for the Services set out in the Contract and/or in the law; 12.2.6. The Supplier infringes the provisions of this Contract governing competition, the management of intellectual property or confidential information;
13. ENVIRONMENTAL AND SOCIAL CRITERIA (applicable if environmental and/or social criteria are defined as conditions for the performance of the Contract)	
13.1. Environmental criteria related to the Services to be purchased	The environmental criteria for services are determined in accordance with the description of the procedure for applying environmental criteria in green procurement approved by the order

	<p>No. D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011 “On the approval of the Description of the Procedure for the application of Environmental criteria in Green Procurement” 4.4.3. point.</p> <p>If it is established that the Supplier does not comply with the criterion(s) set out in this sub-paragraph, the supplier shall be subject to a fine of the amount specified in clause 9.5 of the Special Conditions.</p>
13.2. Social criteria relating to the Services to be purchased	Not applicable
14. AMENDMENTS AND ADDITIONS TO THE GENERAL TERMS AND CONDITIONS (If necessary, due to the specific nature of the subject matter of the Contract)	
14.1.	(To be filled in if the Item of the General Terms and Conditions of the Contract is amended by recasting): The Parties agree to amend the above clause of the General Conditions of the Contract to read as follows: _____.
14.2.	(to be filled in if the General Terms and Conditions of the Contract are supplemented by new provisions): The Parties agree to supplement the General Terms and Conditions of the Contract by the following clause, but the numbering of the other items shall not be changed: _____.
14.3.	(To be completed if the relevant clause of the General Terms and Conditions of the Contract is deleted): The Parties agree to delete the specified clause of the General Terms and Conditions of the Contract, but the numbering of the other items shall not be changed: _____.
14.4.	(To be completed if provisions other than those laid down in the General Terms and Conditions of the Contract on Intellectual Property in Services are established):
14.5.	The alternative provisions referred to in the General Terms and Conditions of the Contract (with the “if applicable” clause) shall apply only if they are specifically described in the Special Terms or Annexes to the Contract.
15. ANNEXES TO THE CONTRACT	
15.1. Annex 1	Technical Specification
16. SIGNATURES OF THE PARTIES	
THE BUYER	THE SUPPLIER
Rector	Managing Director

Prof. Rimantas Benetis

Ashley Hales



GENERAL TERMS AND CONDITIONS OF THE SERVICE PURCHASE AND SALE CONTRACT

1. BASIC CONCEPTS AND INTERPRETATION OF THE CONTRACT

1.1. Terminology

1.1.1. In this Contract, capitalised terms have the following meanings:

1.1.1.1. **General Terms and Conditions** – means a part of the Contract, which is called “General Terms and Conditions of the Contract for the Purchase and Sale of Services;”

1.1.1.2. **The Buyer** – means a person named as the Buyer in the Special Terms and Conditions, who purchases the services specified in the Special Terms and the Annex(es) to the Contract;

1.1.1.3. **Value of the Original Contract**– means the value, without value added tax (VAT), as specified in the Special Terms;

1.1.1.4. **Services** – the services specified in the Special Terms and Conditions and the Annexes to the Contract. The term “Services” used in the Contract includes all activities related to the provision of services, including, but not limited to, the provision of services, the transmission of their results, elimination of defects, supply of goods and the submission of documents related to the services (instructions, certificates, etc.), if provided for in the Contract or necessary for the purpose of creating and transferring the result of the services to the Buyer;

1.1.1.5. **Service Transfer Acceptance Deed**– is the document by which the Supplier transfers and the Buyer accepts the Services and (or) the results of the Services and by which the Parties confirm that the Services provided meets the specified requirements. If the Contract provides for the provision of services in stages or periods, the Service Transfer Acceptance Deed may be concluded for each stage or period separately;

1.1.1.6. **Defects in the Services** – at the time of Transfer or Acceptance of the Services or during the warranty period of the Services specified in the Contract (if applicable) established by the Buyer or (and) third parties, discrepancies in the quality of the Service provision or result established by the Buyer or (and) laws and other legal acts, hidden defects, operating disorders, etc., the result of which could not be used for the purpose for which the Buyer intended to use them (services) or which would reduce the utility of the services in such a way that the Buyer, knowing about those defects, would not have purchased those services at all, or would not have paid such a price for the services;

Amendments to sub-paragraph (a):

No. 1S-52, 17-04-2025, published on TAR on 18-04-2025, business registration number: 2025-06847

1.1.1.7. **Invoice** – invoice, VAT invoice or other payment document issued by the Supplier and submitted to the Buyer for payment for the services properly provided by the Supplier and accepted by the Buyer. If the Contract provides for the provision of services in stages or periods, the invoice may be presented for each stage or period separately;

1.1.1.8. **Special Conditions** – part of the Contract, which is called “Special Terms of the Service Purchase and Sale Contract” and which contains the terms and conditions (such as the value of the original Contract, terms of provision of services, etc.) and other specific data (such as Parties, Services, etc.), listed annexes, changes and additions to the General Terms and Conditions are also indicated (if any);

1.1.1.9. **Contract** – means a document concluded by the Parties while amending the Terms of the Contract to the extent permitted by the Law on Public Procurement;

1.1.1.10. **Contract price** – means the amount payable to the Supplier under the Contract, including any mandatory fees and costs;

1.1.1.11. **Terms of the Contract** – General Terms and Conditions and Special Conditions together;

1.1.1.12. **Contract** – means the Contract for the Sale and Purchase of the Services, consisting of the Terms and Conditions of the Contract, the Annexes listed in the Special Conditions and the Contracts;

1.1.1.13. **Party** – Buyer or Supplier, each individually, depending on the context;

1.1.1.14. **Parties** – Buyer and Supplier together;

1.1.1.15. **Supplier** – means the person identified in the Special Terms as the Supplier providing the Services specified in the Special Terms;

1.1.1.16. **Order** – the Buyer’s supplier is provided in writing (text message, e-mail, via the information system specified by the Buyer, etc.) with an order for the provision of services. The order is sent by the means and contacts specified in the Special Terms and Conditions and is considered properly sent and received in accordance with the procedure laid down in the Special Terms and Conditions;

1.1.1.17. **VPI** – The Law on Public Procurement of the Republic of Lithuania (Abbreviated in Lithuanian).

1.1.1.18. The meanings of other capitalised terms in the Contract are specified in the text of the Contract.

1.1.2. Concepts not defined in the Contract shall be understood and interpreted as defined by the State Enterprise and other laws and legal acts in force at the time of conclusion and execution of the Contract.

1.1.3. Other terms and conditions used in the Contract have a general meaning or a special meaning closest to the nature of the Contract, unless otherwise specified and explained in the Contract.

1.2. Interpretation of the Contract

1.2.1. The Contract is concluded and must be interpreted in accordance with the legislation of the Republic of Lithuania.

1.2.2. If the General conditions and (or) Special Terms and Conditions contradict the requirements of the State Enterprise and other legal acts, the provisions of the State Enterprise and other legal acts shall apply.

1.2.3. A day in the Contract means a calendar day.

1.2.4. Working day in the Contract means any day, except Saturday, Sunday, and public holidays in Lithuania, as indicated in the Labour Code of the Republic of Lithuania.

1.2.5. The terms under the contract are calculated in years, months, weeks, working days, calendar days, hours, and minutes.

1.2.6. Qualification, reliance on the capacities of other economic entities, scope of services, review shall be understood as established by the Law on Public Procurement of the Republic of Lithuania and the legislation implementing it.

1.2.7. If the Service Transfer Acceptance Deed is not required as a separate document, the Parties agree, and this is clearly indicated in the Special Terms and Conditions, the Invoice shall be considered and treated as the Service Transfer Acceptance Deed. In cases where the invoice and the Service Transfer Acceptance Deed are not signed, the provisions of the Contract on the issue of the Service Transfer Acceptance Deed shall also apply to the issue of the Invoice.

1.2.8. To inform, notify, warn, or respond means to provide information, notice, warning or reply in accordance with the procedure laid down in the General and (or) Special Terms and Conditions.

1.2.9. To approve means to submit a written confirmation or to sign the document without reservation or conditions, unless the person indicates by signing the document, that they refuse to confirm it.

1.2.10. Unless otherwise stated in the Contract, the words used in the form of singular also refer to plural and vice versa, the words of one gender include the corresponding words of the other, the word person refers to both natural and legal persons.

1.2.11. If the meaning in the Contract differs in numbers and words, the meaning indicated in the words shall be used.

1.2.12. If references to legislation are made, the relevant versions of the legislation must be applied, unless otherwise specified.

1.3. Primacy of documents

1.3.1. The documents constituting the contract shall be understood as complementary. In the event of any discrepancy or uncertainty in the terms of the contract documents, such inconsistency or ambiguity shall be eliminated by interpreting the documents in the following order:

1.3.1.1. Technical specification;

1.3.1.2. Special conditions;

1.3.1.3. General conditions;

1.3.1.4. Procurement documents (except technical specification);

1.3.1.5. The Tender;

1.3.1.6. Other Annexes Listed in Special Terms and Conditions.

1.3.2. If the terms of the Contract are changed by Contract of the Parties, the newly agreed terms of the Contract shall prevail over the modified ones.

1.3.3. If the Parties enter a Contract to add a new term to the terms of the Contract or an Annex, in the event of any inconsistency or ambiguity such term shall prevail over the other terms of the Contract or the other terms of the Annex, as applicable.

1.3.4. If the Parties agree on a new Annex, the Parties shall agree on the location of the inclusion of the new Annex in the list of Annexes and its significance for the interpretation of the Contract. If a new Annex is inserted into the list of Annexes, it shall be assigned a serial number with the upper index, taking into account the order and importance of the Annexes (for example, Annex No 4¹).

2. SUBJECT OF THE CONTRACT

2.1. The Supplier undertakes to provide the Buyer with the services in accordance with the conditions and procedure laid down in the Contract, which comply with the requirements set out in the Contract, and the Buyer undertakes to accept the services that are in accordance with the terms and conditions of the Contract and to pay the Supplier the price specified in the Contract.

2.2. The Parties undertake to comply with all the requirements of laws and other legal acts applicable to the performance of the Contract in the performance of the Contract. A Party shall have the right to require the other Party to comply with all the requirements of laws and regulations applicable to the performance of the Contract. Nothing in the Contract shall imply or be construed as a waiver by the Buyer of the Buyer's other rights and warranties under laws and regulations not covered by the Contract with respect to the inadequate provision or quality of the Services, or as a waiver by the Supplier of the Buyer's other rights and warranties under laws and regulations not covered by the Contract with respect to the Supplier's receipt of remuneration for the provision of the Services.

2.3. The Supplier shall ensure that the Services meet the requirements of the technical specification and the conditions of the Supplier's offer, are of high quality, provided in an appropriate and timely manner, in accordance with the terms of the Contract, in such a way as to best serve the interests of the Buyer, in accordance with the best generally accepted professional, technical standards and practices, using all the necessary skills and knowledge.

3. THE SUPPLIER AND OTHER PERSONS ENGAGED IN THE EXECUTION OF THE CONTRACT

3.1. Qualifications and other obligations assumed by the Supplier

3.1.1. The Supplier shall be responsible for ensuring that the Supplier is competent, reliable, and able (including the capacity of the entities on whose capacity the Supplier relies) to fulfil the requirements of the Contract throughout the term of the Contract:

3.1.1.1. Has the right to engage in the activities necessary for the performance of the contract. Upon the Buyer's request, the Supplier shall provide documents proving that the contract is performed only by persons entitled to do so;

3.1.1.2. Complies with the requirements set out in the procurement documents for the qualification of suppliers and does not have grounds for exclusion laid down in the procurement documents;

3.1.1.3. Complies with the obligations set out in the Supplier's tender, including, but not limited to, complying with the values and parameters of the criteria set out in the Supplier's tender on the basis of which the Supplier's tender has been selected as the most economically advantageous ("the Qualitative Criteria"). The arrangements for checking compliance with the obligations referred to in this sub-paragraph shall be laid down in the Special Terms and Conditions;

Amendments to sub-paragraph (a):

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3.1.1.4. Ensures the application of the established quality management system and/or environmental management system standards, if required in the procurement documents, and has the supporting documents;

3.1.1.5. Meets the interests of national security and not registered (resident or national) in countries or territories considered to be unreliable, where such requirements have been laid down in the contract documents.

3.1.2. If the Supplier is a group of suppliers operating on the basis of a joint activity Contract, its members shall be jointly and severally liable to the Buyer for the performance of the contract. If the supplier relies on the capacity of economic entities in order to meet the requirements of financial and economic capacity, the supplier shall be jointly and severally liable with such economic entities for the performance of the contract (if required in the procurement documents).

3.1.3. The Supplier shall also be responsible for ensuring that the Supplier, the Sub-suppliers and specialists directly engaged in the contract comply with the requirements of the professional qualification and other requirements laid down in laws, regulations and/or procurement documents and have the right to engage in the activities for which they are engaged.

3.2. The use and replacement of sub-suppliers and specialists

3.2.1. The Supplier undertakes to ensure that the contract will be carried out by the sub-suppliers and/or specialists that meet the requirements set out in the procurement documents. The actions of these persons in the performance of the contract shall have the same consequences and liability to the supplier as their own actions. The Supplier shall be responsible for the acts or omissions of its sub-suppliers and specialists.

3.2.2. For the performance of the contract, sub-suppliers and (or) specialists (if used) are indicated in the Special Terms and Conditions.

3.2.3. The Supplier may change and (or) use sub-suppliers and (or) specialists in the cases and in accordance with the procedure laid down in this section of the Contract.

Amendments to sub-paragraph (a):

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3.2.4. A new sub-supplier or specialist may begin to fulfil the obligations assigned to them by the Supplier under the contract no earlier than the date of signature of the Contract.

3.2.5. If the Supplier uses a new sub-supplier or replaces an existing sub-supplier and/or specialist without the written consent of the Buyer, or the contractual obligations are performed by sub-suppliers and/or specialists who do not meet the qualification requirements set out in the procurement documents, the quality management system and/or the environmental management system standards, the absence of grounds for exclusion, compliance with national security interests and requirements not to be registered (resident or national) in countries or territories deemed to be unreliable (where applicable) and the conditions set out in the tender for the fulfilment of the Qualitative Criteria set out in the procurement documents of the supplier (where applicable), the supplier shall be subject to a fine set out in the Special Terms and Conditions.

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3.2.6. The Supplier shall have the right to use new sub-suppliers not specified in the Special Terms for the performance of the contract, whose capacity the Supplier has not relied on in support of the qualification requirements provided for in the procurement documents.

3.2.7. After the conclusion of the contract, but not later than the performance of the contract, the Supplier undertakes to inform the Buyer at that time the names of the known sub-suppliers whose capacities the Supplier did not rely on the qualification requirements provided for in the procurement documents, the legal entity code, contact details, their representatives.

3.2.8. The Supplier may, at any time during the performance of the contract, change sub-suppliers whose capacity was not based on the supplier's qualification requirements in the procurement documents at their own discretion.

3.2.9. The Supplier shall inform the Buyer at any time during the performance of the Contract at least 5 (five) working days before the foreseen use and/or change of a new sub-supplier whose capacities have not been relied upon by the Supplier for the purpose of justifying the qualification requirements set out in the Procurement Documents. The Buyer (if applicable in the Procurement Documents) must verify that there are no grounds for exclusion of the sub-supplier and the sub-supplier's compliance with national security interests and requirements not to be registered (resident or national) in countries or territories deemed unreliable. If the situation of the sub-supplier does not meet at least one of the specified requirements, the Buyer shall require the replacement of this sub-supplier by a sub-supplier meeting the requirements. Within 5 (five) business days, the Buyer shall inform the Supplier in writing about the consent to use and (or) change the new sub-supplier, the capacity of which the Supplier has not relied on in support of the qualification requirements provided for in the procurement documents. With the consent of the Buyer, the Parties shall sign the Contract, which shall be considered an integral part of the Contract.

3.2.10. Sub-suppliers whose capacities the Supplier has relied on to meet the qualification requirements set out in the procurement documents may only be modified in the following cases:

3.2.10.1. where the sub-supplier has been declared bankrupt, has been the subject of out-of-court insolvency proceedings, has become insolvent or is likely to become insolvent, has ceased its business activities, or has entered into an analogous situation in accordance with the procedure laid down by laws and other legal acts;

3.2.10.2. Where the sub-supplier, for objective reasons (for example, if the sub-supplier refuses to participate in the performance of the contract, if the legal relationship with the supplier is terminated, etc.), is no longer able to fulfil all or part of the obligations provided for in the contract;

3.2.10.3. The Supplier or sub-supplier shall be obliged to change the sub-supplier if it becomes apparent that it does not meet the requirements set out in the procurement documents.

3.2.11. The supplier (or sub-suppliers) specialist performing the contract, may be replaced in the following cases:

3.2.11.1. At the initiative of the Supplier for objective reasons (such as holidays, illness, termination of employment contract, etc.), providing data on the intended appointment of a new specialist and their qualifications and documents confirming compliance with other requirements raised in the Procurement documents;

3.2.11.2. At the initiative of the Buyer, if the Buyer has reasonable suspicions that the specialist appointed by the Supplier for the performance of the contract is not competent to perform the prescribed duties;

3.2.11.3. The supplier or sub-supplier must replace the specialist if it appears that they do not meet the requirements set out in the procurement documents.

3.2.12. A new specialist and (or) sub-supplier must meet the requirements of the procurement documents for the specialist and (or) sub-supplier and the qualitative criteria specified in the Supplier's offer at the time of the request of the Supplier to replace the specialist and (or) the sub-supplier.

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3.2.13. The Supplier shall be obliged no later than 5 (five) business days before the intended sub-supplier whose capacity the Supplier has relied on to meet the qualification requirements set out in the Procurement documents and (or) the change of the specialist to provide the Buyer with the following documents:

3.2.13.1. reasoned written request to change sub-supplier and (or) specialist explaining the change. The Buyer reserves the right to request evidence to support the change;

3.2.13.2. Evidence of the qualifications of the new sub-supplier and/or specialist, compliance with the Quality Criteria (if applicable) the required standards of the quality management system and/or environmental management system standards (if applicable), the absence of grounds for exclusion and compliance with national security interests and requirements not to be registered (resident or national) in countries or territories considered unreliable (if applicable) documents proving in accordance with the Contract Requirements.

Amendments to sub-paragraph (a):

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3.2.14. Within 5 (five) business days, the Buyer, upon receipt of the Supplier's request with other documents specified in the Contract, shall evaluate the possibility of the change and inform the Supplier in writing of their consent to change the sub-supplier whose capacity the Supplier has relied on to meet the qualification requirements set out in the Procurement documents and (or) a specialist. With the consent of the Buyer, the Parties shall sign the Contract, which shall be considered an integral part of the Contract.

3.3. Change of joint venture partners

3.3.1. The supplier performing the contract as a group of suppliers operating on the basis of a joint venture Contract shall have the right to withdraw from the joint venture partner (hereinafter referred to as the "Partner") if, due to objective and reasonable circumstances, the Partner is no longer able to perform the contract, including but not limited to cases, when the partner does not comply with the provisions of the Law on International sanctions of the Republic of Lithuania (hereinafter – Sanctions' Law), the severe financial situation of the partner, which determines the non-performance of the Contract and (or) refusal to execute it, or other unforeseen objective reasons have arisen, the withdrawal of the partner from the joint venture Contract.

3.3.2. A supplier performing a contract as a group of suppliers operating on the basis of a joint venture Contract shall have the right to change the partner if, as a result of reorganisation, restructuring or bankruptcy proceedings, the rights and obligations of the original partner are wholly or partially assumed by the other Partner. Such a change of partner may not lead to other substantial changes to the Contract and may not be aimed at avoiding the application of the Law on Public Procurement and other legal acts.

3.3.3. The Supplier shall be obliged not later than 10 (ten) business days before the intended replacement or refusal of the Partner to provide the Buyer with the following documents:

3.3.3.1. A reasoned written request to change the composition and evidence of the Supplier, justifying at least one circumstance of the Partner's refusal or amendment specified in the Contract;

3.3.3.2. A draft amendment to a new joint venture Contract or an existing joint venture Contract in which, if the partner withdraws, it must be specified that the obligations of the outgoing partner are fully taken over by the remaining partner and (or) the newly employed partner;

3.3.3.3. Documents certifying the qualification of the remaining Partner or newly employed Partner and, where applicable, documents proving the requirements of quality management and/or environmental management system standards. In all cases, the qualification of the remaining partner or newly employed partner must not be lower than that of the outgoing partner (meeting the qualification requirements set out in the procurement documents, which were met by the outgoing partner and meeting the qualification of specialists specified in the offer of the outgoing partner and other conditions to justify the qualitative criteria set out in the procurement documents (if applicable). Where a new partner is used, documents shall also be submitted, in accordance with the requirements specified in the Procurement documents, justifying the absence of grounds

for exclusion of the Partner to be employed and compliance with national security interests and requirements not to be registered (resident or national) in countries or territories deemed to be unreliable (if applicable).

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3.3.4. The Buyer, upon receipt of the Supplier's request with other documents specified in the Contract, shall evaluate the possibilities of exchange within 10 (ten) business days and inform the Supplier in writing about the consent or the refusal to reject or change the Partner. With the consent of the Buyer, the Parties shall sign the Contract, which shall be considered an integral part of the Contract. Before signing the Contract, the Buyer shall be provided with a copy or a copy of the new joint venture Contract or the existing joint venture Contract.

3.4. Direct payment Contracts with subcontractors

3.4.1. Upon the request of the sub-suppliers, the buyer will settle directly with them. The Buyer shall provide for the possibility of direct settlement with the sub-suppliers specified in the Contract under the following conditions and procedure:

3.4.1.1. After the conclusion of the contract, the Supplier undertakes to provide the Buyer with the names, representatives and contact details of the sub-suppliers known at the time in writing. The Buyer also requires the Supplier to inform about the changes in the above information during the entire execution of the Contract;

3.4.1.2. The Buyer shall inform the sub-suppliers in writing about the possibility of direct payment not later than within 3 (three) business days from the date of receipt of the information specified in clause 3.4.1.1 of the General Terms and Conditions;

3.4.1.3. The sub-supplier shall submit a written request to the Buyer in order to take advantage of such opportunity. Where the sub-supplier expresses their wish to make use of the direct payment option, a tripartite Contract is concluded between the Buyer, the Supplier and this sub-supplier, which describes the procedure for direct settlement with the sub-supplier, taking into account the requirements set out in the contract and the sub-supply Contract;

3.4.1.4. The possibility of direct settlement with sub-suppliers does not change the Supplier's liability for the performance of the contract.

4. COOPERATION BETWEEN THE PARTIES

4.1. Duty of cooperation between the Parties

4.1.1. In the performance of the contract, the Parties shall cooperate to the fullest extent possible and exchange information promptly, as well as submit written communications to each other

without delay of the occurrence or existence of any event, condition or circumstance which may affect the performance of the contract or cause its breach.

4.1.2. The Parties undertake to ensure that they provide each other with documents and (or) other information necessary for the proper performance of their obligations under the Contract.

4.1.3. If a party encounters an obstacle to the implementation of the Contract, it shall, without delay, but not later than within 5 (five) working days, warn the other party of such obstacles and take all reasonable measures it may take to remove those obstacles.

4.2. Contact persons

4.2.1. Each of the parties must appoint a contact person responsible for the performance of the contract (for example, acceptance of the results of services, provision, and receipt of orders, etc.) at the time of conclusion of the contract and specify their contact details in the Special Terms and Conditions.

4.2.2. In the event that a party wishes to revoke the designated contact person and appoint another person or wishes to appoint another person temporarily to perform the functions of the contact person during the period of temporary inability of the contact person to perform their functions, the party must inform the other party in advance and provide the other party with the contact details of such person: name, surname, e-mail and telephone number.

4.2.3. In the event that it becomes apparent that the contact person of a party is temporarily unable to perform their duties (due to illness, injury or other unforeseen reasons), the party must immediately, but not later than the next working day, appoint another contact person to perform the functions of the contact person on a temporary basis and notify the other party. In the event of a change in the functions of contact persons, the Contract shall not be concluded in accordance with clause 20.5 of the General Terms and Conditions.

5. DOCUMENTS PROVIDED DURING THE EXECUTION OF THE CONTRACT

5.1. If the Supplier must prepare and (or) provide the Buyer with instructions for the use of the results of the Services, they must be clear and detailed so that the Buyer can effectively use the results of the Services in accordance with them.

5.2. In the event that training and/or testing is required under the contract, the Supplier shall transmit to the Buyer instructions for use prior to such training and/or testing, and after training and/or testing, to clarify and supplement the instructions for use, taking into account the course and results of the training and/or testing.

5.3. If the documents necessary for the use of the results of the services require translation, the supplier shall bear the costs associated with it. If the Supplier translates the documents necessary for the use of the Services, the Supplier shall be responsible for the accuracy of the translation of these documents.

6. END OF SERVICE AND ACCEPTANCE OF THE RESULTS OF SERVICES

6.1. End of service

6.1.1. The provision of services shall be deemed to be completed when all the following conditions are met:

6.1.1.1. The Supplier has provided all services in accordance with the requirements of the Contract and laws and other legal acts;

6.1.1.2. The Supplier has provided the Buyer with all necessary documentation, including instructions for use, certificates and guarantees (if required);

6.1.1.3. The Supplier has trained the Buyer's staff on how to use the results of the Services (if required);

6.1.1.4. The acceptance of the Services has been affected by the signing of the Service Transfer Acceptance Deed or the Service Transfer Acceptance Deeds, if the Services are to be provided in phases or periods, or any other document provided for in the Contract, upon the signing of which acceptance of the Services shall be deemed to have taken place;

6.1.1.5. The Supplier has fulfilled other conditions provided for in the laws, regulations and other legal acts, the Contract, and the Tender, which must be fulfilled in order to be considered that the provision of the Services is completed, and has provided the Buyer with documents proving this.

6.2. The transfer of services, which are of a one-off nature, are provided periodically or upon the Buyer's request

6.2.1. The Supplier shall provide the Services and transfer the result of the Services (if applicable) to the Buyer, and the Buyer shall accept the Services, which shall be of high quality and in accordance with the Contract and the requirements of laws and regulations. Services must be provided in the manner and in terms specified in the Special Terms and Conditions.

6.2.2. The result of the services is transmitted to the parties by signing the Service Transfer Acceptance Deed, which is signed in 2 (two) copies of the same legal force (except when the Service Transfer Acceptance Deed is signed with a secure electronic signature), one for each party. If the Service Transfer Acceptance Deed is not required as a separate document, the Parties shall agree and expressly indicate in the Special Terms and Conditions that the Invoice shall be deemed to be the Service Transfer Acceptance Deed.

6.2.3. When the Supplier provides the Services, the Buyer shall carry out their verification and must:

6.2.3.1. Not later than within 5 (five) business days from the actual provision of services and the submission of the Service Transfer-Acceptance Deed to accept the result of services by signing the Service Transfer Acceptance Deed; or

6.2.3.2. accept the result of the Services subject to reservations by signing the Service Transfer-Acceptance Deed and the Defect Deed drawn up at the time of the inspection of the Services, in which the Buyer must specify the defects in the Services or in the Supplier's documents observed at the time of the acceptance of the Services and the procedure for remedying those defects (hereinafter referred to as the "Defect Deed"); or

6.2.3.3. Refuse to accept the result of the Services and to deliver (or send) the Defect Deed to the Supplier regarding inappropriate services or parts thereof.

6.2.4. The Service Transfer Acceptance Deed shall specify the date on which the Supplier provided the services and provided all the necessary documents.

6.2.5. If defects in the Services are found that do not constitute a non-compliance with the requirements set out in the Contract, and their elimination does not prevent the Buyer from using the Service result for its intended purpose, the Buyer may accept the Services with reservations, form the Defect Deed and set reasonable time limits for the Provider to eliminate the Service defects. The Supplier must eliminate the defects of the Services within reasonable terms specified by the Buyer in accordance with Section 7.3 of the General Terms and Conditions "Elimination of Defects in the Services." If the Supplier misses the time limits for the elimination of defects in the Services, the provisions of Section 7.4 of the General Terms and Conditions "Buyer's rights without the Supplier's remedy for defects in the Services" shall apply.

6.2.6. If the Buyer fails to provide (send) the Supplier a defect act within 5 (five) working days from the receipt of the Service Transfer Acceptance Deed, the Buyer shall be deemed to have accepted the Services and have no claims against them.

6.2.7. The risk of loss or damage to or accidental loss of goods related to the Services shall pass to the Buyer from the moment of the actual acceptance of such services.

6.2.8. The Buyer has the right to use the results of the Services (if applicable) only after signing the Service Transfer Acceptance Deed.

6.2.9. If the Supplier has provided the Services before the time limit set in the Special Terms and Conditions, but the Services are defective and the Supplier does not remedy these defects until the end of the term of service specified in the Special Terms and Conditions, the Supplier shall be subject to the amount of the penalty specified in the Special Terms and Conditions before the date of provision of the Services.

6.3. Service Transfer-Acceptance for services provided in stages

6.3.1. The Supplier shall be obliged to provide the Services and to transfer the result of the Services to the Buyer in stages, and the Buyer shall be obliged to accept the Services at a particular stage, which shall be of high quality and shall comply with the requirements of the Contract and of the laws and other legal acts. The services shall be provided in stages in accordance with the sequence of stages and deadlines specified in the Special Terms and Conditions.

6.3.2. The result of the services provided at a specific stage is transmitted to the parties by signing the Service Transfer Acceptance Deed, which is signed in 2 (two) copies of the same legal force (except when the Service Transfer Acceptance Deed is signed with a secure electronic signature), one for each party. If the Service Transfer Acceptance Deed is not required as a separate document, the Parties shall agree and expressly indicate in the Special Terms and Conditions that the Invoice shall be deemed to be the Service Transfer Acceptance Deed.

6.3.3. The Buyer shall sign of the Service Transfer Acceptance Deeds, provided that all previous stages have been accepted, unless otherwise specified in the Special Terms and Conditions.

6.3.4. After the provision of services at all stages, i.e. after the provision of services, a final Service Transfer Acceptance Deed for the services provided is signed.

6.3.5. After the Supplier has provided services at a specific stage, the Buyer performs a verification of the result of the Services and must:

6.3.5.1. Within 5 (five) working days from the actual provision of the service stage and the submission of the Service Transfer Acceptance Deed, adopt the result of the service stage by signing the Service Transfer Acceptance Deed; or

6.3.5.2. Accept the result of the Service Stage subject to reservations by signing the Service Transfer Acceptance Deed and the Defects Deed drawn up at the time of the inspection of the Service Stage, in which the Buyer must specify the deficiencies in the Service Stage or in the Supplier's submission of the documents observed at the time of the acceptance of the Service Stage, and the procedure for the correction of the same, (hereafter referred to as the **Defects Deed**); or

6.3.5.3. Refuse to accept the result of the service stage and to serve (or send) the Defects Deed to the supplier regarding the improperly provided services of this stage.

6.3.6. The Service Transfer Acceptance Deed must specify the date on which the Supplier provided the services at a specific stage and provided all the necessary documents (if applicable).

6.3.7. If defects in the Services are found, which does not mean non-compliance with the requirements set out in the Contract, the Buyer may accept the result of the Service stage with reservations, form a Defects Deed and set reasonable time limits for the Provider to eliminate the Service Defects. The Supplier must eliminate the defects of the Services within reasonable terms specified by the Buyer in accordance with Section 7.3 of the General Terms and Conditions "Elimination of Defects in the Services." If the Supplier misses the time limits for the elimination of defects in the Services, the provisions of Section 7.4 of the General Terms and Conditions "Buyer's rights without the Supplier's remedy for defects in the Services" shall apply.

6.3.8. If the Buyer fails to provide (send) the Supplier a Defects Deed within 5 (five) working days from the receipt of the Service Transfer Acceptance Deed, the Buyer shall be deemed to have accepted the Services at a specific stage and have no claims against them.

6.3.9. The Buyer shall have the right to use the results of the services provided in stages only after the signing of the final Service Transfer Acceptance Deed, unless otherwise provided in the Special Terms and Conditions.

6.3.10. The time limit for the performance of any subsequent stage of the Services related to the provision of the previous stage of the Services shall not be automatically extended when the Buyer

does not sign the previous stage of the Service Transfer Acceptance Deed due to the fault of the Supplier.

6.3.11. If the Supplier has provided the Services before the time limit set in the Special Terms and Conditions for the provision of Services, but the Services have deficiencies and the Supplier does not remedy these defects until the end of the term of the stage of Service specified in the Special Terms and Conditions, the Supplier shall be subject to the amount of the penalty specified in the Special Terms and Conditions until the date of provision of appropriate Services.

7. GUARANTEE OBLIGATIONS OF THE SUPPLIER

7.1. Guarantee terms (if applicable)

7.1.1. The result of the Services is subject to the warranty term established by the legal acts and (or) applied by the Supplier, which is specified in the Supplier's tender, technical specification or Special Terms and Conditions. The warranty period begins to run from the date of signing of the Service Transfer Acceptance Deed.

7.1.2. Warranty terms shall be suspended for as long as the Buyer is unable to effectively use the result of the Services due to the identified defects for which the Supplier is responsible. If the Buyer cannot use only the specified part of the result of the Services due to defects in the Services, the warranty terms shall be suspended only in respect of such part.

7.1.3. The Supplier shall not be liable for defects in the Services caused by improper use or maintenance of the results of the Services or the fault of the Buyer, their staff or third parties, provided that there is no fault of the Supplier for the defects of such Services, improper use or maintenance of the results of the Services.

7.2. Complaints about service defects

7.2.1. The Buyer, having established defects in the Services within the warranty period specified in the Contract (if applicable), shall immediately, but not later than within 30 (thirty) days and not later than the end of the warranty period, submit a written claim to the Supplier and establish reasonable time limits, if they are not established in the Special Terms and conditions, to eliminate defects in the Services.

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7.2.2. The Supplier must eliminate all defects of the Services for which the Supplier is responsible within reasonable time limits set in the Buyer's claim free of charge, unless specific time limits are set in the Special Terms and Conditions, which are calculated from the date of receipt of the claim.

7.2.3. If the Supplier does not recognise defects in the Services, each Party may apply for independent expertise. If the Supplier fails to respond for more than ten (10) days after the Buyer's request or fails to engage an independent expert agreed with the Buyer (the Buyer shall not unreasonably withhold their consent to the Supplier's use of the proposed expert) to resolve the dispute, and/or if the dispute has lasted for more than thirty (30) days after the Buyer's first request, the Buyer shall have the right to request the expert to carry out the examination independently. In this case, the costs of the examination shall be borne by

7.2.3.1. If the result of the Services meets the requirements specified in the Contract and laws and other legal acts – the Buyer;

7.2.3.2. If the result of the Services does not comply with the requirements specified in the Contract and laws and other legal acts – the Supplier.

7.2.4. The conclusions of the examination are binding on both parties.

7.2.5. The Buyer shall not lose the right to claim for defects in the Services, and the Supplier shall have the duty to eliminate all defects in the Services free of charge, regardless of whether those defects may have been identified at the time of signing the Service Transfer Acceptance Deed.

7.3. Elimination of service defects

7.3.1. The Supplier must eliminate the defects in the result of the services free of charge. If defects in the goods related to the Services are found, the Supplier shall eliminate their defects by repairing the goods or parts thereof or replacing the goods with a new product or part thereof.

7.3.2. The Buyer must provide access to the supplier to carry out the elimination of defects in the services, so that the supplier can do so within the specified time limits. If the defects of the goods related to the provision of services are eliminated at the place of use of the goods, the Buyer and the Supplier must agree on the time of elimination of the defects of the goods.

7.3.3. In the repaired part of the goods related to the provision of services, if the defects of the goods are repeatedly identified, the Supplier shall replace the goods with new quality goods, unless the Buyer agrees in writing to repair the goods again.

7.3.4. After the defects in the result of the Services have been eliminated, the warranty period for the result of the Services (or for the repaired or new goods or parts thereof related to the Services) shall start to run again from the date of the transfer of properly provided services (or goods related to the Services) to the Buyer.

7.3.5. If the elimination of defects in the result of a part of the Services may affect other parts of the Services, the Buyer may require the Supplier to perform the tests performed under the Contract (if any). The Buyer must submit such a claim to the Supplier in writing within 30 (thirty) days after the elimination of defects. Such tests shall be carried out in accordance with the terms of the previous tests, except that they shall in all cases be carried out at the risk and at the expense of the Supplier.

7.3.6. The Supplier, having eliminated all defects of the Services, must inform the Buyer about this.

7.3.7. Within 5 (five) business days after receipt of the Supplier's notification of the elimination of defects in the Services, the Buyer must check the defects specified in the Defects Deed or the Buyer's claim and confirm in writing which defects in the Services have been eliminated properly.

7.4. The Buyer's rights in the event of Supplier's failure to remedy defects in the Services

7.4.1. If the Supplier refuses or fails to remedy the deficiencies in the Services within a reasonable time specified by the Buyer, the Buyer shall be entitled to:

7.4.1.1. To eliminate defects of the Services by themselves or by hiring third parties, informing the Supplier in advance, and requiring the Supplier to reimburse the costs of the testing of the Services and the elimination of defects of the Services and to cover the losses incurred; or

7.4.1.2. To demand reduction of the amount due to the Supplier and repayment of the overpayment resulting from the reduction of this amount within 30 (thirty) days from the expiry of the time limit set for the supplier to remedy the defects of the services, provided that this is not contrary to the principles established by the Law on Public Procurement; or

7.4.1.3. To refuse services and not to pay for such services or to demand repayment of the amount paid for services and termination of the contract.

7.4.2. The amount payable to the supplier under the contract shall be reduced to the extent that the value of the services to the Buyer is reduced due to the incorrect result of the part of the services or defects of the goods related to the provision of services, if the result of such part of the services and (or) the value of the goods may be deducted from the total value of the services. The decrease in the value of the Services includes, among other things, the Buyer's costs for the assessment and elimination of defects in the part of the Services and (or) the goods (if the price of the part of such Services and (or) the goods was indicated at the time of purchase).

7.4.3. The Supplier must satisfy the monetary requirement of the Buyer in accordance with clause 7.4.4 of the General Terms and Conditions within 30 (thirty) days or within a longer reasonable period specified in the Buyer's request.

7.4.4. For the delay in the elimination of defects in the Services, the Buyer must require the Supplier to pay the amount of the loss specified in the Special Terms and Conditions.

8. TIME LIMITS FOR PROVISION OF SERVICES

8.1. Terms of Service and Schedule

8.1.1. The Supplier must provide the Services in accordance with the time limits set out in the Special Terms and Conditions.

8.1.2. If applicable, the Buyer shall not later than within 14 (fourteen) working days from the entry into force of the Contract or within another time limit specified in the procurement documents prepare and submit to the Supplier for harmonisation the schedule of supply of Services (hereinafter referred to as the **schedule**).

8.1.3. If relevant, the Schedule must indicate which services can be delivered in parallel and which can only be delivered in the intended order.

8.2. Penalty for delay in providing services

8.2.1. If the Supplier misses the deadlines for the provision of the Services set out in the Special Terms and Conditions, the Supplier shall be liable for liquidated damages up to the date of the provision of the Services in the amount specified in the Special Terms and Conditions.

8.2.2. If the supplier misses the time limit for the provision of the services or their stage, the penalties shall be calculated from the end of the period of provision of the services or their stage (not inclusive) until the date of provision of the services or their stage (inclusive), established in accordance with the Service Transfer Acceptance Deeds.

8.2.3. If the Supplier has received a penalty under this Contract, the amount payable by the Buyer for the services shall be reduced by the amount of the accrued penalties. The Buyer shall also have the right to unilaterally deduct the amounts of the penalties imposed from any payments made to the Supplier in accordance with the procedure established by legal acts, notifying the Supplier in writing about the crediting of such penalties.

9. WAYS OF ENFORCING OBLIGATIONS UNDER THE CONTRACT

The fulfilment of the obligations of the parties under the Contract is ensured by the means of ensuring the performance of the obligations under the Contract specified in Chapter 8 of the Special Terms, the procedure for ensuring the performance of the contractual obligations set out in Chapter 10 of the General Terms and Conditions, the guarantee of the advance specified in paragraph 12.1.3 of the General Terms (if the Special Terms specify the amount of the advance and the Special Conditions referred to in Chapter 9).

10. ENFORCEMENT OF THE CONTRACT (IF APPLICABLE)

10.1. The provisions of this Chapter shall apply if the Special Terms provide that the Supplier must provide a bank guarantee or a letter of insurance of the insurance company's surety or other guarantee of performance of contractual obligations specified in the Special Terms and Conditions to ensure the proper performance of the Contract.

Note. Where the Special Terms state that the Buyer requires the provision of the performance of the Contract issued by the credit union, the provisions of this Chapter shall be applied as required and the Buyer may see additional requirements in the Special Terms and Conditions for the provision of such performance of the Contract, which shall comply with the provisions of laws and other legal acts.

10.2. The Supplier must provide the Buyer with a guarantee of performance of the Contract of the type and size specified in the Special Terms – a guarantee of the first claim bank or a letter of

insurance of the insurance company surety (together with the insurance letter of the insurance company must be submitted and signed insurance certificate (policy) and a document proving, that the insurance premium for the issued letter of guarantee insurance has been paid), which complies with the conditions specified in Chapter 10 of the General Terms and Conditions, within the time limit set in the Special Terms (hereinafter referred to as “**the assurance of performance of the Contract**”).

10.3. If the Supplier does not provide the Buyer with the assurance of the performance of the Contract of the value specified in the Contract within the term specified in the Contract, the Supplier shall be deemed to have refused to conclude the Contract, and the Buyer shall have the right to propose to conclude the Contract with another Supplier in accordance with the procedure 10.4. Before providing the performance of the Contract, the Supplier may request the Buyer to confirm that the Buyer agrees to accept the Supplier’s proposed performance of the Contract. In this case, the Buyer must respond to the Supplier no later than within 3 (three) working days from the date of receipt of the Supplier’s request.

10.5. In the event of performance of the Contract, the bank (insurance company) must irrevocably and unconditionally commit not later than within 15 (fifteen) days from the date of receipt of the Buyer’s written notification of the Supplier’s breach of the obligations set out in the Contract, partial or total failure to perform them or improper performance, to pay the Buyer the amount specified in the performance of the Contract by transferring the money to the Buyer’s account.

10.6. The guarantee of performance of the Contract may not specify that the bank (insurance company) is responsible only for the direct loss compensation. The bank (insurance company) does not have the right to demand that the buyer justify their claim. The Buyer shall indicate in the notice to the bank (insurance company) that the amount of the guarantee for the performance of the Contract is due to the fact that the Supplier has partially or completely failed to comply with the Contract and (or) it has been terminated due to the fault of the Supplier. The Buyer does not undertake to prove the actual losses incurred and the Supplier, by signing the Contract and providing the assurance of the performance of the Contract, confirms that the amount of the assurance of the performance of the Contract is considered to be the minimum non-evidenced losses of the Buyer.

10.7. The performance of the Contract shall take effect no later than the date of its submission to the Buyer.

10.8. The amount of the guarantee for the performance of the Contract must be indicated and paid in Euro.

10.9. The assurance of the performance of the Contract must be written in Lithuanian or another language (if the Buyer requests, a translation into Lithuanian must be provided).

10.10. The term of validity specified in the Contract performance guarantee shall be no less than the term of validity provided in the Special Terms and Conditions.

10.11. If the duration of the Contract is longer than 1 (one) year, the Supplier shall have the right to provide 1 (one) year of effective performance of the Contract but must extend the term of the

Contract performance assurance or provide new performance assurance not later than 10 (ten) working days before the expiry of the Contract performance assurance.

10.12. If, under the terms of the Contract, the time limit for the provision of the Services is extended or postponed as a result of the suspension of the Contract, or if there is a delay in the provision of the Services or in the correction of deficiencies in the Services, the Supplier shall be obliged to ensure the validity of the performance security throughout the duration of the Contract, and to provide to the Buyer, no later than the expiry date of the period for which the performance security is valid, a new or an extension to the Contract performance security.

10.13. If the Supplier fails to renew the term of the Contract or fails to provide a new Contract performance assurance in a timely manner, the Buyer shall have the right to demand the sum of penalties specified in the Special Terms for each day of delay.

10.14. The Buyer does not accept the Contract performance assurance and (or) considers it invalid, and (or) applies to the Supplier for the provision of a new Contract performance assurance to the Buyer, and the Supplier must provide the Contract performance assurance within the shortest possible time, if the Contract performance assurance does not meet the requirements of the Contract or related to the suspension or possible suspension of activities of the bank (insurance company) that issued the Contract performance assurance (including insolvency, liquidation or legal protection procedures).

10.15. If the Supplier violates the obligations set out in the Contract, partially or completely fails to fulfil the obligations (or does not fulfil them in accordance with the terms of the Contract), the Buyer may use the Contract performance assurance. In order to continue fulfilling the obligations of the Contract, the Supplier must, within 10 (ten) working days from the date of receipt of the notification of the payment of the Contract performance guarantee to the Buyer, provide the Buyer with a new Contract performance guarantee in the amount specified in the Special Terms and Conditions.

10.16. The Buyer may use the Contract performance guarantee in any of the following circumstances:

10.16.1. The supplier has failed to fulfil, is not fulfilling or is failing to fulfil their obligations under the Contract;

10.16.2. The Supplier fails to comply with the Buyer's order to correct the Services deficiencies within a reasonable period of time;

10.16.3. If, as a result of any action (act or omission) of the Supplier, the Buyer has suffered losses (including, without limitation, additional costs, loss of revenue or other direct and indirect losses, interest and/or penalties (if interest and/or penalties are provided for in the Special Terms and Conditions));

10.16.4. The Supplier unilaterally terminates the Contract without a valid reason (not in cases specified in the Contract).

11. CONTRACT PRICE AND ITS RECALCULATION

11.1. The Contract Price, which the Buyer must pay to the Supplier for the Services actually provided in accordance with the terms of the Contract, including all Contracts, shall be calculated by applying the method of calculation of the price or the methods specified in the Special Terms and Conditions.

11.2. The primary contract price is specified in the Special Terms and Conditions.

11.3. Contract price shall be deemed to include all costs incurred by the Supplier in relation to the provision of all Services, as well as the proper fulfilment of the other obligations of the Supplier provided for in this Contract, including insurance, import duties and other expenses incurred by the Supplier in fulfilling the obligations provided for in the Contract.

11.4. The review of the contract price is carried out in accordance with the procedure laid down in the Special Terms and Conditions.

12. SETTLEMENT PROCEDURE

12.1. Advance payment (if applicable)

12.1.1. The conditions of Section 12.1 of the General Terms and Conditions shall apply if the Special Terms and Conditions state that the Supplier is paid in Advance (hereinafter the **Advance payment**).

12.1.2. The buyer shall pay the supplier no more than the advance specified in the Special Terms and Conditions.

12.1.3. If required by the Special Terms and Conditions, in order to receive the Advance payment, the Supplier, when applying for the Advance payment, shall, not later than within 10 (ten) working days from the date of entry into force of the Contract, submit to the Buyer, together with the Advance invoice, the security for the Advance in the form of a bank guarantee or a surety bond from an insurance company, or any other guarantee of the fulfilment of their obligations under the Contract, in an amount of the amount of the Advance payment not less than the amount of the Advance requested by the Special Conditions ("the Advance security").

Note. Where the Special Terms and Conditions state that the Buyer requires the provision of an Advance payment issued by the Credit Union, the provisions of this section shall apply as required and the Buyer may see additional requirements in the Special Terms and Conditions for the provision of such Advance, which shall comply with the provisions of laws and other legal acts.

12.1.4. Prior to providing the advance guarantee, the Supplier may request the Buyer to confirm that the Buyer agrees to accept the Advance assurance offered by the Supplier. In this case, the Buyer must respond to the Supplier no later than within 3 (three) working days from the date of receipt of the Supplier's request.

12.1.5. The bank (insurance company) must irrevocably and unconditionally commit not later than within 15 (fifteen) days from the Buyer's written notification of the failure to perform the Contract or termination of the Contract due to the fault of the Supplier, to pay the Buyer an amount not

exceeding the amount of the Advance paid and the amount of the security, by transferring the money to the Buyer's account.

12.1.6. The bank (insurance company) does not have the right to demand that the buyer justify their claim. The Buyer will indicate in the notice to the bank (insurance company) that the amount of the advance payment is due to the fact that the Supplier partially or completely failed to comply with the terms of the Contract and (or) it was terminated due to the fault of the Supplier, and the Supplier did not repay the advance.

12.1.7. The amount of the guarantee for the advance shall be indicated and paid in Euro.

12.1.8. The advance payment must be written in Lithuanian or another language (if the Buyer requests it, a translation into Lithuanian must be submitted).

12.1.9. The guarantee of an advance that does not meet the requirements set out in this section of the Contract will not be accepted.

12.1.10. If the bank (insurance company) that issued the advance guarantee during the execution of the Contract is unable to fulfil its obligations, the Buyer may require the Supplier to provide a new advance guarantee within 10 (ten) working days, under the same conditions as the previous one.

12.1.11. The Buyer shall pay the Supplier an Advance payment within the period provided for in the Special Terms and Conditions from the date of receipt of the Advance invoice and Advance security (if applicable). The amount of the Advance paid shall be deducted from the amount due.

12.1.12. In the event of termination of the Contract, the Supplier shall reimburse to the Buyer the Advance received within 5 (five) working days (if a part of the Services has been delivered, has been accepted by the Buyer, and the result of the Services is available to the Buyer for the purpose for which it was intended, the part of the Advance received shall be returned, which shall be the portion of the Advance that exceeds the price of the Services accepted by the Buyer). If the Supplier does not refund the advance received, the Buyer shall make use of the advance security (if applicable). In cases where clause 12.1.3 of the General Terms and Conditions has not been applied, the Supplier shall pay the amount of the penalty specified in the Special Terms and Conditions, calculated from the amount of the repayable Advance for the period between the payment of the advance and its repayment.

12.2. Order of settlement

12.2.1. The Supplier shall issue an invoice only after the parties have signed the Service Transfer Acceptance Deed, unless otherwise provided in the Special Terms and Conditions:

12.2.1.1. An electronic invoice compliant with the European Standard for Electronic Invoicing, the reference for which was published on 16 October 2017. The Supplier may submit the invoice by the means of their choice in accordance with Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of a reference to the European Standard for Electronic Invoices and a list of syntaxes in accordance with Directive 2014/55/EU of the European Parliament and of the Council ("the European e-Invoicing Standard");

12.2.1.2. An electronic invoice which does not comply with the European Standard for Electronic Invoicing may be provided by the Supplier only by means of the General Information System for the Administration of Invoices (hereinafter referred to as SABIS).

12.2.2. The Buyer shall accept and process electronic invoices using the means of the information system SABIS, except if there are violations of the information system SABIS in case of mobilisation, war, or emergency, which prevent communication and exchange of information between the Buyer and the Supplier using SABIS.

12.2.3. The Provider must submit the Advance invoices (if the Special Terms provide for Advance payment) in accordance with the procedure set forth in this section of the Contract.

12.2.4. The Buyer shall make payments for the services within the terms specified in the Special Terms and Conditions.

12.2.5. For delays in payments under the Contract, the Buyer shall be subject to the penalty in accordance with the procedure laid down in the Special Terms and Conditions.

12.2.6. If the services are provided in stages or periods, the above-mentioned settlement procedure shall be valid for each stage or period of service provision, unless otherwise specified in the Special Terms and Conditions.

12.2.7. If the Parties enter into a tripartite Contract with the sub-supplier, the Buyer shall transfer the amount due to the sub-supplier to the sub-supplier's bank account specified in the tripartite Contract and transfer the balance to the Supplier's bank account after the Service Transfer Acceptance Deed for the Services delivered is concluded in accordance with the requirements of the Contract and the tripartite Contract and the Supplier shall provide an invoice for the goods to the Buyer.

12.3. Other billing issues

12.3.1. The Buyer must transfer the payments to the Supplier to the Supplier's bank account specified in the Special Terms.

12.3.2. The Buyer has the right to deduct the amounts receivable from the Supplier from payments to the Supplier under the Contract (to make unilateral crediting). For this reason, the Supplier shall not be entitled to transfer or pledge the rights of claim to third parties in respect of receivables under the Contract or otherwise dispose of them without the consent of the Buyer.

12.3.3. All payments under the Contract shall be made in Euro.

12.3.4. The party paying for overdue payments under the Contract must pay the other party a penalty of the amount specified in the Special Terms.

13. CONFIDENTIAL INFORMATION

13.1. The Parties undertake to respect confidentiality and not to disclose, without the written consent of the other Party, the information of that Party indicated as confidential, to any employees

of the Party, to any third parties associated with the Party, or to any other third parties who do not need to use this information for their business purposes, except in the cases specified below.

13.2. A Party shall have the right to disclose confidential information of the other Party in the following cases:

13.2.1. Disclosure of confidential information is necessary for the proper implementation of the rights or obligations of the party under the Contract– however, in such case the information may be disclosed only to the extent necessary for the implementation of the contractual rights or obligations, and only to such third parties who are necessary, provided that, that third parties receiving confidential information assume the same obligations of confidentiality as set out in this Contract. If third parties disclose confidential information, the party is responsible for their actions as their own;

13.2.2. Confidential information must be disclosed in accordance with the requirements of laws and other legal acts, including when required by entities of public administration, as defined in the Law on Public Administration of the Republic of Lithuania.

13.3. Before disclosing confidential information, the party must inform the other party (to the extent that it is not prohibited by law or other legal acts) of the necessity or the received requirement of the public administration entity to disclose confidential information and take reasonable measures to ensure the confidentiality of the disclosed information.

13.4. The Party shall be responsible for:

13.4.1. For any unlawful, including accidental, disclosure or transmission of confidential information or any part thereof by another party or unlawful use of confidential information;

13.4.2. For failing to take all reasonable steps to preserve and protect the confidential information of the other Party or any part thereof, prevent its further unlawful disclosure, transfer, or use.

13.5. The Party shall, upon unjustified disclosure of confidential information by the other Party, be liable to pay the other Party a fine of the amount specified in the Special Terms and Conditions.

14. PROTECTION OF PERSONAL DATA

14.1. The Parties undertake to ensure the security of personal data and the lawful processing of personal data in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the processing of personal data.

14.2. The Parties confirm that if personal data are processed in order to ensure the proper performance of the Contract, the Parties undertake to conclude a separate Contract on the processing, which determines the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and the categories of data subjects and the obligations and rights of the controller.

15. INTELLECTUAL PROPERTY

15.1. All the results and related rights acquired in 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, transferring to the Buyer from the moment of signing the Service Transfer Acceptance Deed without any restrictions which the Buyer may use, publish, transfer or pass to others, without the explicit consent of the Supplier, to third parties, unless otherwise provided for in the Special Terms and Conditions, intellectual property rights may not be transferred by ownership due to the nature of the services or (and) the exclusive rights, patents, etc. of the producer of services.

15.2. The Supplier undertakes to indemnify the Buyer for any claims arising from intellectual property rights, including, but not limited to, patent, trademark, rights of the owner (user) of an industrial design (registered or not), rights arising from applications for the registration of any of the above rights, copyrights, rights of database manufacturers (*sui generis*), rights of firms, companies, organisations, business names or names owners and other similar rights or obligations, whether registered in the Republic of Lithuania or in other countries, whether not to be registered, except in cases where: when such a violation occurs due to the fault of the Buyer.

15.3. The Supplier shall not have the right to use the Buyer's symbols, name and mark in advertising, marketing without the prior written consent of the Buyer, as well as to use the intellectual results created by the Buyer. In case of breach of the claim, the Supplier shall be subject to the fine specified in the Special Terms and Conditions.

16. STATEMENTS AND GUARANTEES

16.1. Each Party declares and warrants to the other Party that:

16.1.1. All necessary decisions, permissions, and consents, as well as other legal actions necessary for the conclusion, validity and execution of the Contract are legally adopted and valid;

16.1.2. When concluding the Contract, the Party shall not exceed its competence and shall not violate the laws, regulations, and administrative provisions applicable to it, decisions of a court or arbitration tribunal, administrative acts, contracts or other obligations under applicable private law, public law, European Union law or international law;

16.1.3. The representative of the Party shall have all the necessary powers to conclude and execute the Contract. In concluding and signing the Contract, the representative of the Party shall not violate the statutes, regulations and other internal documents of the Party, the rights and legitimate interests of the Party's management and other organs and/or the creditors of the Party, and shall, in concluding the Contract, act in good faith and in a reasonable manner with respect to the Party and the members of the Party's organs and the creditors;

16.1.4. The Party has assessed all circumstances which are essential for the conclusion and execution of the Contract. None of the conditions and circumstances referred to in the Contract shall adversely affect the will of a Party to enter the Contract on the terms and conditions set out in the Contract and to perform its obligations under the Contract;

16.1.5. The Contract is concluded in accordance with the principles of fairness, reasonableness, justice, and equality of parties, without the use of deception or pressure. The Parties have disclosed to each other all information which is of fundamental importance for the conclusion and execution of the Contract;

16.1.6. All statements and guarantees of the party are complete and do not leave behind any circumstances that would make these statements or guarantees false.

16.2. The Supplier additionally declares and guarantees to the Buyer that the Supplier, subcontractors, joint venture partners, and specialists have valid and lawful all permits, licenses, certificates, legal recognition documents required for the performance of the contract provided for in laws and other legal acts.

16.3. The Supplier declares that the rights of disposal, possession, and use of the result of the Services provided are unrestricted and that no third party shall have any claim on the result of the Services transferred by the Contract.

16.4. The Supplier undertakes to comply with the obligations of environmental, social, and labour law laid down in European Union and national law, collective Contracts and international conventions referred to in Annex 5 to the Law on Public Procurement in the performance of the contract.

17. GENERAL LIABILITY ISSUES

17.1. Payment of penalties for delay or breach of obligations under the Contract shall not exempt a party from the performance of its obligations under the Contract.

17.2. The payment of penalties and (or) the receipt of the assurance of the performance of the Contract does not deprive the party of the right to demand that the other party compensate for the losses incurred by it. The penalties provided for in this Contract shall be deemed to be minimal, unproven losses of the Parties. Each of the parties shall be entitled to receive from the other party losses resulting from improper performance or non-performance of the obligations of the other party under the Contract, up to the value of the original Contract, unless the legislation provides for a higher amount to be reimbursed. The limitation of liability provided for in this paragraph shall not apply if the damage is caused by confidentiality obligations, personal data protection legislation, or violation of intellectual property rights.

17.3. In the event that any of the statements or guarantees provided in this Contract prove to be materially incorrect, false or misleading, the offending Party shall be liable to the injured Party for any loss suffered by the injured Party as a result of such incorrect, false or misleading statement or guarantee.

17.4. The remedies provided for in this Contract shall not restrict the parties' right to use other legal remedies.

17.5. The limitations of liability under the Contract shall not apply where the damage is caused intentionally or by gross negligence, non-pecuniary damage, health injury or life deprivation, as

well as damage (loss) to third parties, including in cases where the damage caused by one party to third parties is compensated by another party.

17.6. Upon expiry of the Contract, the Parties shall not be exempt from liability for breach of the Contract. Upon the expiry of the Contract, the Parties shall not lose the right to claim compensation for losses incurred due to the failure to comply with the Contract and to pay damages.

17.7. If the contract is terminated due to a material breach of the contract in accordance with clause 22.2.1 of the General Terms and Conditions and (or) the Supplier carries out the essential conditions of the contract specified in section 10 of the Special Terms and Conditions with significant or permanent defects, the Supplier shall be included in the list of unreliable suppliers in accordance with the procedure laid down in Article 91 of the Law on Public Procurement. Cases where the essential conditions of the Contract are deemed to be fulfilled with serious or persistent defects are specified in Section 10 of the Special Terms and Conditions. The performance of the essential contract clause with significant or permanent defects may be recognised in other cases not specified in the Special Terms and Conditions, having regard to the specific circumstances of the improper performance of the essential contract clause.

Added sub-clause:

No. IS-52, 17-04-2025, published on TAR on 18-04-2025, business registration number: 2025-06847

18. FORCE MAJEURE

18.1. Liability under the Contract does not apply, and the Parties may be exempted from civil liability in whole or in part on the following grounds:

18.1.1. Due to *force majeure*, the provisions of the Rules approved by Article 6.212 of the Civil Code of the Republic of Lithuania and by Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996 on the approval of Rules for exemption from liability in case of *force majeure* shall apply;

18.1.2. For the actions of the States of the European Union, where the obligation under the Contract cannot be fulfilled due to the mandatory and unforeseen actions (acts) of the public authorities of the European Union, which the Parties were not entitled to challenge and could not have been foreseen in advance.

18.2. A party seeking exemption must notify the other party of the circumstances of *force majeure* immediately, but not later than within 5 (five) days of the occurrence or occurrence of such circumstances, providing evidence that it has taken all reasonable precautions and has made every effort to reduce costs or adverse consequences, it also allows for a possible deadline for the discharge of obligations. The Party shall also provide the other Party with appropriate notice when the grounds for default cease to exist.

18.3. The grounds for exemption from liability shall arise from the moment of occurrence of *force majeure* or, in the absence of timely notification, from the moment of notification. If a party fails to send the notification or fails to inform it in due time, it shall compensate the other party for the damage caused by the failure to provide the notification in due time or because there has been no notification.

18.4. If *force majeure* circumstances persist for more than 1 (one) month from the date of receipt of the notification, either party may terminate the Contract by notifying the other party 5 (five) working days in advance. *Force majeure* shall not be considered to be the absence of the necessary financial resources by the party or the debtor's counterparties to breach their obligations, or the debtor to breach its obligations toward the counterparties.

19. INVALIDITY OF THE PROVISIONS OF THE CONTRACT

19.1. If any provision of the Contract is or becomes partially or fully invalid, the Parties shall conclude the Contract as soon as possible and replace the invalid provision with another provision which, as far as possible, would have the same economic and legal effect as was sought in the event of the Contract on the invalid provision of the Contract. Such an invalid provision shall not render invalid other provisions of the Contract, provided that it does not violate laws and other legal acts, and it may be assumed that the Contract would have been lawfully concluded and without including a provision which is invalid.

19.2. If the amendment of the General Terms provided for in the Special Terms is or becomes partially or fully invalid, the version of the General Terms prior to the amendment may not be applied. In such a case, the Parties shall act in accordance with clause 19.1 of the General Terms.

20. AMENDMENTS TO THE CONTRACT

20.1. The terms of the Contract may not be changed during the term of the Contract, except for the terms of the Contract, the amendment of which is provided for in the Contract and (or) possible in accordance with the provisions of the Law on Public Procurement.

20.2. Amendments to the Contract shall be made by the Parties at the conclusion of the Contract.

20.3. The Party initiating the Contract shall provide the other Party with a notice of amendment of the Contract and a justification for the existence of an actual and legal basis for the conclusion of the Contract. The other party must analyse and evaluate the information received within 5 (five) working days (or within another time limit agreed in writing by the parties), submit their comments and tenders based on the provisions of the Contract and mandatory provisions of laws and regulations.

20.4. Contract shall enter into force from the date of its conclusion, unless otherwise specified in the Contract. The buyer must make the Contract public in accordance with the procedure laid down in Articles 33 and 86 of the Law on Public Procurement.

20.5. The change in the contact details and details specified in the Special Terms shall not be considered as a change in the Contract (except for the replacement of the Supplier, joint venture Partner, Subcontractor or Specialist) and the Party shall change those details unilaterally, informing the other Party thereof. In any event, the amendment of the Contract cannot be essentially altering the Contract.

21. SUSPENSION OF THE CONTRACT

21.1. In the absence of fault on the part of the Supplier and in the event of circumstances which could not have been foreseen by the Contracting Party at the time of the conclusion of the Contract, which make it impossible for the Contracting Party to fulfil its contractual obligations, and/or in the event of any other unforeseen circumstances, the Contracting Parties shall have the right to initiate a suspension of the provision of the Services (part of the Services) until such time as the circumstances in question have ceased.

21.2. The provision of Services (part thereof) may be suspended in at least one of the following circumstances:

21.2.1. In the circumstances of *force majeure* provided for in Chapter 18 of the General Terms, the time limits for performance of the contractual obligations shall be suspended from the moment of occurrence of the obstacle or if it has not been notified in time, from the moment of notification and updated when the said circumstances no longer prevent the performance of the Contract;

21.2.2. The Supplier may not provide the Services in accordance with the procedure specified in the Contract (for example, the Buyer is unable, for objective reasons, to make the provision of the Services technically possible), and the Supplier is therefore unable to perform the Contract;

21.2.3. Due to unforeseen acquisition of goods, services and (or) works related to the purchased object, the need of which became apparent only during the performance of the Contract;

21.2.4. Not due to the fault of the Buyer delays to the execution of another purchase Contract of the Buyer that directly affect this Contract;

21.2.5. In the event of evidence-based obstacles or obstacles caused to the supplier by other third parties not due to the Supplier's contractual obligations performed in a timely or improper manner in accordance with the terms and conditions of the Contract;

21.2.6. Upon the change of the applicable legislation or upon the entry into force of a new legal act which affects the performance of this Contract;

21.2.7. The need to suspend contractual obligations is due to the suspension, reallocation, non-receipt, etc. of, or lack of funding for, the Buyer's procurement of the Services;

21.2.8. For judicial (arbitration) disputes with the Buyer or third parties, the subject of which is directly related to the execution of the Contract.

21.3. If the suspension of provision of Services (part thereof) is carried out due to the circumstances specified in clause 21.2 of the General Terms and Conditions and lasts no longer than 3 (three) months, such suspension shall be considered as a modification of the Contract under the conditions provided for therein.

21.4. If the suspension of the provision of the Services (part thereof) is due to circumstances other than those referred to in sub-clause 21.2 of the General Terms and Conditions and/or the circumstances referred to in sub-clause 21.2 of the General Terms and Conditions persist for a period of more than three (3) months and/or without complying with the procedures set out in this Section, it shall be deemed to be a Contract Modification to be carried out in accordance with the

provisions of the Law on Public Procurement, and to be executed according to the procedures laid down in Sub-clause 21.6 of the Contract.

21.5. Performance of contractual obligations may be suspended only during the term of the Contract in the following manner:

In the event of circumstances that prevent the Supplier from fulfilling their contractual obligations, the Supplier shall immediately inform the Buyer thereof. The Supplier's written request must state the circumstance for stopping (sub-clause 21.2 of the General Terms and Conditions) and the arguments, objective facts and evidence supporting the occurrence and possible timeframe. The Buyer, having assessed the request, shall inform the Supplier in writing within 3 (three) working days about the decision taken regarding the suspension of contractual obligations. If the Supplier fails to provide specific arguments, facts based on evidence, the Buyer shall have the right to refuse to confirm the suspension in writing.

21.5.2. After the Buyer has informed the Supplier in writing and provided them with a reasoned explanation as to what circumstances and for which time it is necessary to suspend the term of performance of the contractual obligations, the Supplier shall inform the Buyer in writing not later than within 3 (three) working days and confirm that he/she agrees to the suspension. The Supplier shall have the right to object to the suspension of contractual obligations only if the Supplier is able to eliminate, at their own expense and by their own effort, the circumstances which led to the necessity to suspend the performance of the contractual obligations.

21.5.3. The Supplier shall, upon receipt of the Buyer's written notice of suspension, suspend the performance of the contractual obligations, or part thereof, as soon as possible and at the latest within three (3) working days of the date on which confirmation is sent to the Buyer. If the performance of the contractual obligations or part thereof has been suspended, the Parties may not fulfil any of the obligations assigned to them under the contract or part of the contract.

21.6. The parties shall formalise the suspension of the performance of the contractual obligations by written Contract, indicating the reasons and the time limit for suspension, and by adding documents confirming the grounds for suspension, and shall confirm by signature of the representatives authorised by the parties. Such Contracts are an integral part of the Contract.

21.7. The performance of contractual obligations shall be suspended for a period not exceeding a specific, reasonable period of existence of circumstances.

21.8. The Parties agree that the term of suspension of contractual obligations is not included in the term of performance of the Contract, during which the contractual obligations are not fulfilled and for this period the Buyer does not pay any payments, fines, or downtime to the Supplier.

21.9. If the time limits for the performance of the obligations provided for in the Contract have been suspended on the grounds laid down in the Contract, they shall be renewed after the expiry of the circumstances which led to the suspension or of the time limit specified in the Contract between the Parties, whichever occurs earlier. In the event that the time limits for performance of obligations provided for in the Contract are updated before the expiry of the period of suspension specified in the Contract between the Parties, the Parties shall formalise the date of renewal of the time limits for performance of obligations provided for in the Contract in writing.

21.10. After the renewal of the performance of the Contract, the time limits for the performance of the obligations (part of them) not fulfilled and the validity of the Contract shall be suspended for the period of time remaining for their fulfilment (the validity of the Contract) at the time of their suspension.

21.11. If the performance of the contractual obligations has been suspended for a period exceeding 3 (three) months, after that period, one party may, by written notice, require the other party to renew the performance of the Contract. If the party fails to renew the performance of the Contract within 10 (ten) days from the relevant request, the other party may terminate the Contract by giving notice to the other party 10 (ten) days in advance.

22. TERMINATION OF THE CONTRACT

The Contract may be terminated in the cases provided for in Article 90 of the Law on Public Procurement and in the Contract, including the possibility of termination by Contract of the Parties.

22.1. Claims for breach of the Contract

22.1.1. If the party violates the Contract or laws and other legal acts, the other party has the right to make a written claim to it, specify what provision of the Contract or laws and other legal acts and how the opposite party violated and set a reasonable time limit for correcting the violation.

22.1.2. The party receiving the claim must respond to the claim without delay, but not later than within 5 (five) working days, and indicate what measures will be taken to rectify the breach within the time limit set in the claim or to offer a justified time limit for rectification. The right of the Supplier to propose another term shall not be considered as the Buyer's obligation to accept that term. The proposed time limit of the party who received the claim shall change the time limit specified in the claim only if it is approved by the other party.

22.2. Termination of the Contract at the initiative of the Buyer

22.2.1. The Buyer unilaterally terminates the contract by notifying the Supplier in writing not less than 5 (five) days in advance, if the Supplier commits a material breach of the contract specified in the Special Terms and Conditions or breach of the Contract, which corresponds to the essential features of the breach of the Contract specified in the Civil Code of the Republic of Lithuania and, having received the Buyer's claim, fails to remedy the breach within the time limit specified in the claim.

22.2.2. The Buyer shall have the right to unilaterally terminate the Contract or part thereof by giving written notice to the Provider not less than 10 (ten) days in advance if:

22.2.2.1. Bankruptcy proceedings are opened against the Supplier, non-judicial bankruptcy proceedings are opened, they become insolvent or there is a probability of insolvency, they

suspend economic activity, or a comparable situation arises under the procedure laid down by laws and other legal acts;

22.2.2.2. The supplier's situation changes, and they meet the grounds for exclusion set out in the contract documents;

22.2.2.3. The legal acts related to the object of the Contract, the performance of the Contract, or the activities performed by the Buyer for which the Contract has been concluded, and for such changes the Buyer decides to terminate the Contract;

22.2.2.4. The Buyer decides not to carry out activities for which the Services were purchased under the Contract and the need for the Contract disappears;

22.2.2.5. The governing body of the Buyer shall decide on which the need for the Contract shall cease;

22.2.2.6. The Buyer's financial situation changes (worsens) or the Buyer does not receive / loses funding and therefore decides to terminate the Contract;

22.2.2.7. Changes in the organisational structure of the Buyer – legal status, nature, or management structure and this may affect the proper performance of the Contract or the need for the Contract;

22.2.2.8. There is no longer any need for the purchased Service;

22.2.2.9. The buyer receives an order or recommendation from the authorities supervising the purchase to terminate the Contract;

22.2.2.10. The Supplier is late to provide the extension of the Contract performance assurance for more than 10 (ten) working days from the expiry of the last Contract performance assurance or refuses to provide it;

22.2.2.11. The Supplier refuses or fails to remedy defects in the Services within a reasonable time specified by the Buyer;

22.2.2.12. The Supplier violates the Contract or laws and other legal acts and does not correct the violation within the time limit specified in the written claim of the Buyer.

22.2.2.13. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Critical to National Security, adopts a decision confirming that the Contract is not in the interest of national security (applicable if the Buyer operates in areas considered to be part of the sectors of the economy strategically important for national security or is considered to be an essential subject);

22.2.2.14. the circumstances referred to in Article 37(8) and/or Article 47(8) of the Law on Public Procurement become apparent.

22.2.3. The Contract shall be considered null and void if it is established that the execution of the Contract is contrary to mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law on Sanctions and other international, European Union and Republic of Lithuania legal acts (at least one of the applicable sanctions). The period of invalidity of the Contract shall be determined in accordance with the said law.

22.2.4. The Buyer shall immediately, but not later than within 5 (five) days, unilaterally terminate the Contract or suspend its execution for the period of implementation of mandatory international sanctions as defined in the Law on Sanctions and other international, European Union and

Republic of Lithuania legislation, notifying the Supplier thereof in writing, if the Contract entered into force before the implementation of these international sanctions in the Republic of Lithuania. It is forbidden to assume new obligations under the Contract, the performance of which would be contrary to international sanctions implemented in the Republic of Lithuania.

22.2.5. If the Contract is terminated as a result of a material breach of the Contract by the Supplier, or as a result of the Supplier's unjustified termination of the Contract other than in accordance with the procedure set out in the Contract, and unless the Special Terms and Conditions provide for the proper performance of the Contract to be secured by the provision of security for the fulfilment of the Contract, the Supplier shall be obliged to pay to the Buyer the amount of the fine and to pay the compensation of the damages relating to the termination of the Contract set out in the Special Terms and Conditions. If the Special Terms provide that the proper performance of the Contract is ensured by the performance of the Contract, the Supplier undertakes to pay the remaining part of the fine specified in the Special Terms and to compensate the Buyer for the losses related to the termination of the Contract, to the extent that they are not covered by the performance of the Contract. If the Buyer claims compensation for the losses incurred, the amount of the fine shall be credited to the loss compensation.

Amendments to sub-paragraph (a):

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22.2.6. The Buyer has the right to unilaterally terminate the Contract in other cases specified in the Special Terms (if applicable) and laws and other legal acts.

22.2.7. The Contract shall be deemed to be terminated on the day following the expiry of the notice period for termination of the Contract.

22.2.8. In cases where the Supplier remedies the breach or the circumstances giving rise to the termination procedure cease to exist, the Contract shall not be terminated, and the termination notice shall lapse if the Supplier provides information on the remedy of the breach or the cessation of the circumstances giving rise to the termination procedure.

22.3. Termination of the Contract at the initiative of the Supplier

22.3.1. The Supplier shall have the right to unilaterally terminate the Contract by giving notice to the Buyer in writing not less than 30 (thirty) days in advance if the Buyer violates the terms of payment with the Supplier (except when the Buyer exercises their right to withhold payments), and the Buyer's debt to the Supplier exceeds 20 (twenty) percent of the original value of the Contract and the Buyer, upon receipt of the Supplier's claim, fails to pay the amounts due to the Supplier within 30 (thirty) days.

22.3.2. The Supplier shall have the right to unilaterally terminate the Contract by giving notice to the Buyer in writing not less than 10 (ten) days in advance if:

22.3.2.1. The Buyer is subject to bankruptcy proceedings, proceedings for non-judicial bankruptcy are initiated, it becomes insolvent or there is a probability of insolvency, the Buyer stops activities,

or a comparable situation is formed in accordance with the procedure provided for in laws and other legal acts;

22.3.2.2. The Buyer violates the Contract or laws and other legal acts and does not correct the violation within the time limit specified in the written claim of the Supplier, except in the case specified in clause 22.3.1 of the General Terms.

22.3.3. If the circumstances referred to in clause 22.3.1 of the General Terms relate only to a separate part or separate Contract, the Supplier shall have the right to terminate the Contract only in respect of that part or terminate only such Contract.

22.3.4. The supplier has the right to unilaterally terminate the Contract in other cases specified in laws and other legal acts.

22.3.5. If the Contract is terminated as a result of a material breach of the Contract by the Buyer, or if the Buyer terminates the Contract unjustifiably outside the procedure set out in the Contract, the Buyer shall be liable to pay to the Supplier the amount of the penalty set out in the Special Terms and Conditions and to compensate for the damages arising from the termination.

Amendments to sub-paragraph (a):

No. 1S-52, 17-04-2025, published on TAR on 18-04-2025, business registration number: 2025-06847

22.3.6. The Contract shall be deemed to be terminated on the day following the expiry of the notice period for termination of the Contract.

22.3.7. In cases where, within the time limit for notice of termination of the Contract, the Buyer removes the violation or the circumstances that led to the initiation of the procedure for termination of the Contract, the Contract cannot be terminated and the notice of termination of the Contract shall cease to be valid if the Buyer informs the Supplier of the removed violation or the disappeared circumstances that led to the initiation of the procedure for termination of the Contract.

22.4. Rights and obligations of the parties in the event of termination of the Contract

22.4.1. Termination of the Contract shall not affect the validity of the terms and conditions of the Contract, which determine the dispute settlement procedure and other terms of the Contract, which shall remain valid in essence after termination of the Contract.

22.4.2. Upon termination of the Contract, the Parties shall:

22.4.2.1. Ensure that the goods delivered before the date of termination of the Contract and other actions performed meet the requirements of the Contract and the Parties will no longer make any claims against each other;

22.4.2.2. To pay for goods delivered before the termination of the Contract that meet the requirements of the Contract;

22.4.2.3. Within 10 (ten) days from the date of receipt of the notice of termination of the Contract or the date of conclusion of the Contract on termination of the Contract, transmit to each other all documents which were necessary to be transferred in accordance with the provisions of the Contract.

23. CHANGE OF PRODUCT MODEL OR MANUFACTURER

23.1. In cases when goods are purchased together with the Services, the Supplier has the right to change the model of goods and (or) the manufacturer, if all the following conditions are met:

23.1.1. If the goods specified in the tender of the Supplier are no longer manufactured or their supply is substantially disrupted and the manufacturer's confirmation is received and (or) the goods, their manufacturer pose a threat to national security and (or) the supply of goods is contrary to the mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law on Sanctions and (or) the goods, their components and/or the manufacturer do not comply with the provisions of Article 45(2 1) of the Law on Public Procurement;

23.1.2. If the exchanged goods fully comply with all the requirements of the procurement documents, the goods shall not be inferior, but of an equivalent or better quality than the goods specified in the Supplier's offer and the Supplier shall provide the supporting documents. If, during the procurement procedures, the Supplier has provided samples of the goods, the delivered goods must be of at least the same quality as the samples provided;

23.1.3. If the Supplier, not later than 10 (ten) days before the intended change of the goods, submitted a written request to the Buyer with the documents supporting the change and received the written consent of the Buyer. The Buyer has the right to object to the replacement of the product and has the right to terminate the Contract if the Supplier has not provided evidence or their submission does not justify the conformity of the replaced product with the procurement documents and equivalence or better quality than the currently supplied goods;

23.1.4. The Parties have concluded a written Contract to the Contract on the replacement of goods.

23.2. In the case specified in this section of the General Terms and Conditions, the goods must be delivered at a price not exceeding the price specified in the tender.

24. ORDER AND LANGUAGE OF COMMUNICATION

24.1. The Contract is concluded in Lithuanian. If the Contract or any document concluding it is concluded in another language or translated into another language, in all cases only the text of the Contract drawn up in the Lithuanian language shall be considered authentic (if there are discrepancies, the text drawn up in the Lithuanian language shall prevail).

24.2. If a Party notifies the other Party of its new contact details, it shall send all communications and information sent under the Contract in accordance with the new contact details after the other Party receives such notification. If a party does not notify about the change in contact details or if the other party does not receive such a notification, the sending of the notification shall be deemed appropriate based on the last contact details known to the party.

24.3. If the notice is served in person or sent by post or courier, it must be served on signature and considered received on the date indicated in the acknowledgement of receipt.

24.4. If the message is sent by e-mail, it is considered that the party received it on the next working day.

24.5. If a message is sent in several different ways, the recipient shall be deemed to have received it when they received the previous message.

25. CLAIMS AND DISPUTE RESOLUTION

25.1. Any disputes, disagreements or claims arising from the Contract or relating to the Contract, its violation, termination, or validity must be settled in particular through negotiations between the Heads of the Parties or persons authorised by them.

25.2. If the Parties do not settle the dispute by negotiation, such dispute, disagreements or claim arising out of or in connection with this Contract or its violation, termination or invalidity shall be finally settled in the courts of the Republic of Lithuania in accordance with the procedure laid down in the laws of the Republic of Lithuania.

25.3. Disputes shall not give rise to any grounds for the parties to refuse to fulfil their obligations under the Contract.

TECHNICAL SPECIFICATION

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- Karp: Cell And Molecular Biology – ISBN: 9781119598169
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