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**GENERAL PART OF THE GOODS RENTAL  
CONTRACT**

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**GENERAL PART**

**1. CONCEPTS USED IN THE CONTRACT**

**Individuals**

1.1. **Authorising Authority** means a legal person which, in accordance with the provisions of Article 83 of the Law on Public Procurement (hereinafter – the LPP) or Article 91 of the Law on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors of the Republic of Lithuania (hereinafter – the LP) , as the case may be, or on other grounds, has authorised the Contracting Authority to carry out the procedures and other procedures relating to the procurement prior to the conclusion of the Contract.

1.2. **Ignitis Group Companies** mean Ignitis Group AB, its directly controlled legal entities and other legal entities in which Ignitis Group AB is a shareholder.

1.3. **Renter** means the legal entity (Authorising Authority) specified in the SP of the Agreement temporarily possessing and using the Goods transferred by the Owner specified in the Contract and paying a rental fee for them.

1.4. **Owner** means the person or group of persons specified in the SP of this Contract who transfers the Goods referred to in the Contract to the Renter for temporary possession and use.

1.5. **Contracting Authority** means a legal entity duly authorised by the Renter, on behalf and in the interests of the Renter, which holds and conducts public procurement procedures in accordance with the LPP and the LP.

1.6. **Subcontractor** means a legal entity or a natural person engaged for the performance of the Contract or a part of it on the basis of a valid mutual agreement with the Owner. The Owner shall specify in the Tender the Subcontractor or the part of the Contract for which the Subcontractor will subsequently be used (Article 88 of the LPP/ Article 96 of the LP).

1.7. **Party** means the Renter or the Owner, each individually. **Parties** mean the Renter and the Owner together.

1.8. **Third Party** means any other natural or legal person who is not a Party to this Agreement.

1.9. **Economic Operator** means a legal or natural person whose capacities are relied upon by the Owner to meet the qualification requirements set out in the Procurement Documents (Article 49 of the LPP/ Article 62 of the LP). In the event that the

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1.8 **Economic Operator** means a legal or natural person whose capacities are relied upon by the Owner to meet the qualification requirements set out in the Procurement Documents (Article 49 of the LPP/ Article 62 of the LP). In the event that the Owner only relies on the resources, but not the capacities, of

Owner only relies on the resources, but not the capacities, of another economic operator for the purpose of meeting the qualification requirements set out in the Procurement Documents, such economic operators shall be referred to as **Third Parties** in the Contract.

**General concepts**

1.10. **Total Contract Price** means the total price for the rental of the Goods specified in the SP of the Contract during the validity period of the Contract, which shall not be exceeded during the validity period of the Contract (unless the Contract provides for recalculation), payable by the Renter to the Owner for the rental of the Goods at the rental rates of the Goods (if any), inclusive of all expenses and charges.

1.11. **Services/ Works** mean the Works and Services relating to the transfer and rent of the Goods during the rental period specified in the Contract. The Technical Specification expressly provides for the Services and/or Works to be carried out by the Owner from its own resources at the rates (price) specified in the Tender. The performance, quality, penalties, fixing of defects, payment, etc. of the Services and Works shall be subject to all the provisions of the Contract and, subsidiarily, to legislative provisions to the extent that the Contract does not govern a particular relationship or a part thereof.

1.12. **Procurement** means a public procurement carried out by the Contracting Authority for the benefit of the Renter in accordance with the technical task submitted by the Renter, with a view to concluding the Contract.

1.13. **Goods** mean the goods specified in the SP of the Contract to be transferred by the Owner to the Renter for the rental period specified in the Contract, including all the Works performed by the Owner in relation to the rent of the Goods, as well as delivery, assembly, , commissioning and other services related to their proper preparation for use.

1.14. **Rental Price/ Rental Fee** may be used in the Contract as the concept defining the rental price of the Goods, the price of an individual group of Goods or the individual rental fee of the Goods (the fees (if any) set out in the SP of the Contract), which is set out in the Contract, which the Renter shall pay for the Goods to rented, including any expenses and charges.

1.15. **Transfer of the Goods** includes the Owner's obligation to hand over the Goods and to carry out/deliver all related works/services within the timeframes set out in the Contract, unless otherwise indicated in the SP of the Contract or in the Technical Specification, or the Purchase Order. The time limit for handover specified in the Contract shall include delivery of the Goods and all related works/services necessary to hand over to the Renter a fully installed, assembled, configured, operational Object of Procurement, unless

another economic operator for the purpose of meeting the qualification requirements set out in the Procurement Documents, such economic operators shall be referred to as **Third Parties** in the Contract.

**General concepts**

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otherwise specified in the SP of the Contract, in the Technical Specification or in the Purchase Order. The Renter shall also have the right to pick up the Goods at the location of the Goods or at any other place agreed upon by the Parties.

1.16. **Defects in the Goods** means any inconsistencies in the quality of the Goods identified by the Renter and/or third parties at the time of acceptance 7 transfer of the Goods and/or during the validity period of the Contract and/or while using the Goods detected with requirements of Procurement Documents (including, inter alia, the requirements for the quality of the Goods specified in the Procurement Documents and values proving the compliance with these requirements offered in the Owner's Tender, where the most economically advantageous tender in the Procurement was selected on the basis of the price (or cost) and quality, and the Owner was awarded points for the compliance with the respective requirements) and/or legislative requirements, defects, hidden defects, malfunctions or the like, which would render the Goods unusable for the purpose for which the Renter intended to use them or which would impair the usefulness of the Goods in such a way that the Renter would not have purchased the rental of the Goods or would not have paid the price for the rental of the Goods knowing of the defects.

1.17. **Provision/ Supply/ Performance/ Completion** includes the obligation to provide the Services or perform the Works and to deliver the result within the time limits specified in the Contract if Services or Works are procured under the Contract. The time limit for the provision of the Services/Performance of the Works specified in the Contract shall cover the provision of the Services/Performance of the Works, including all related works necessary to deliver the result of the Services/ Works to the Renter, unless otherwise specified in the SP of the Contract or the Technical Specification.

#### **Documents**

1.18. **Deed** means a deed of acceptance – transfer or an equivalent document signed upon the delivery of the Goods by the Owner and/or pick-up of the Goods by the Renter at the place of delivery of the Goods, provision of the Services or performance of Works by the Owner, confirmed by signatures of the Parties.. If the SP of the Contract provides for related Works/Services necessary for proper use of the Goods, a deed shall be signed after all the Works/Services related to the supply of the Goods for rental have been properly performed. When the Owner picks up the Goods, the Parties shall also sign a ded of acceptance – transfer (2 copies), indicating "Return to the Owner" thereon.

1.19. **Law** means the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services of the Republic of Lithuania (current version, hereinafter – the LP), which applies to the municipal

the Contract, in the Technical Specification or in the Purchase Order. The Renter shall also have the right to pick up the Goods at the location of the Goods or at any other place agreed upon by the Parties.

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1.18 **Law** means the Law on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services of the Republic of Lithuania (current version, hereinafter – the LP), which applies to the municipal

<p>sector, or the Law on Public Procurement of the Republic of Lithuania (current version, hereinafter – the LP), which applies to the standard sector.</p> <p>1.20. <b>Invitation to Conclude a Contract</b> means a notice to the Owner inviting the Owner to sign the Contract and informing about the time limit for entering into the Contract.</p> <p>1.21. <b>Tender</b> means a set of documents submitted by the Owner in the course of the Procurement Procedure held by the Contracting Authority.</p> <p>1.22. <b>Procurement Conditions</b> mean a set of documents provided by the Contracting Authority in the course of the Procurement Procedure pursuant to which the Owner has submitted its Tender.</p> <p>1.23. <b>Notice</b> means notices, enquiries, claims, etc. sent to the Owner, which shall be deemed to have been duly sent and received on the date of their sending, if they are sent to the e-mail address of the Owner specified in the SP of the Contract (unless the contact details are specified in the Contract), or by any other means specified in the Contract. If the notice is sent by registered mail, it shall be deemed to have been duly dispatched and received 5 (five) Business Days after dispatch.</p> <p>1.24. <b>In writing</b> means the sending of any notice, enquiry, claim, order, etc. by electronic mail, by a means of communication or information technology application agreed by the Parties, by registered mail, by facsimile, CPP IS means, or by direct delivery to the party concerned, to the contact details of the Party indicated in the SP of the Contract.</p> <p>1.25. <b>Invoice</b> means a VAT invoice or another payment document (if the Owner is not a VAT payer) issued to the Renter for payment for the Goods delivered by the Owner to the Renter in a proper, quality and timely manner. Invoices shall be submitted, received and processed in accordance with the procedure set out in Article 22(3) of the LPP / Article 34(3) of the LP.</p> <p>1.26. <b>Date of Receipt of the Invoice</b> means the date of submission of the invoice via the electronic service “E-invoice”.</p> <p>1.27. <b>Contract</b> means this Contract consisting of the documents listed in clause 2.1 of the GP of the Contract. The concept “Contract” as used hereafter shall include all documents referred to in clause 2.1 of the GP of the Contract, unless otherwise specified in the provision itself.</p> <p>1.28. <b>GP of the Contract</b> means this document, which forms an integral part of the Contract, setting out the standard provisions of the Contract and the standard rights, duties and responsibilities of the Renter and the Owner.</p> <p>1.29. <b>SP of the Contract</b> means the Special Part of the Contract, which details the subject matter of the Contract, the scope and price of the rented Goods and the fees (if applicable), the terms of delivery of the rented Goods, the transfer –</p>	<p>sector, or the Law on Public Procurement of the Republic of Lithuania (current version, hereinafter – the LP), which applies to the standard sector.</p> <p>1.19. <b>Invitation to Conclude a Contract</b> means a notice to the Owner inviting the Owner to sign the Contract and informing about the time limit for entering into the Contract.</p> <p>1.20. <b>Tender</b> means a set of documents submitted by the Owner in the course of the Procurement Procedure held by the Contracting Authority.</p> <p>1.21. <b>Procurement Conditions</b> mean a set of documents provided by the Contracting Authority in the course of the Procurement Procedure pursuant to which the Owner has submitted its Tender.</p> <p>1.22. <b>Notice</b> means notices, enquiries, claims, etc. sent to the Owner, which shall be deemed to have been duly sent and received on the date of their sending, if they are sent to the e-mail address of the Owner specified in the SP of the Contract (unless the contact details are specified in the Contract), or by any other means specified in the Contract. 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acceptance procedure, and any other terms and conditions agreed between the Parties.

1.30. **Technical Specification** means a document setting out the technical and other requirements of the Goods to be rented.

1.31. **Legislation** means legal acts of the Republic of Lithuania and international treaties, legislation of the European Union or individual or regulatory decrees of any public authority of a third country, which, regardless of their legal force and/or jurisdiction, bind either Party and/or affect the performance of this Contract, as well as the Renter's internal legislation, which has been communicated to the Owner.

1.32. **Order** means an order placed by the Renter with the Owner for the rental of Goods. All notices and Orders of the Parties shall be sent to the contact details of the Parties set out in Annex No 1 to the SP of the Contract or using an agreed information technology application, and shall be deemed to have been received by the Owner on the date of dispatch of the Order or after 5 (five) calendar days if sent by registered mail, or shall be deemed to have been received at the time of service, if delivered directly.

#### **Dates and deadlines**

1.33. **Day** means a calendar day, unless otherwise specified in the Contract Documents.

1.34. **Business Day** means a business day in the Republic of Lithuania, unless otherwise specified in the Contract Documents.

1.35. **Year** means a period of 365 days, unless otherwise defined in the Contract.

1.36. **Effective Date of the Contract** means the date of signing of the Contract or such other effective date of the Contract as may be specified in the SP of the Contract.

## **2. ENTRY INTO FORCE, STRUCTURE AND INTERPRETATION OF THE CONTRACT**

2.1. This Contract constitutes a single and indivisible document consisting of all the documents listed below. For the purposes of interpretation and application of the Contract, the following order of precedence of the Contract Documents shall apply:

- 2.1.1. Technical Specification with annexes;
- 2.1.2. SP of the Contract with annexes;
- 2.1.3. GP of the Contract;
- 2.1.4. Invitation for Contract Award;
- 2.1.5. Final Tender of the Owner;
- 2.1.6. The minutes of the dialogue/negotiations between the parties concluded in the course of the Procurement Procedures and the Owner's revised tender, if such documents have been concluded;
- 2.1.7. Explanations and clarifications to the Procurement Documents drafted by the Renter or the Contracting Authority, if any;
- 2.1.8. Procurement Conditions;
- 2.1.9. the terms of a call for tenders with supporting documents issued by the Renter or the Contracting Authority, provided that this Contract

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- 2.1.8 Procurement Conditions;
- 2.1.9 the terms of a call for tenders with supporting documents issued by the Renter or the Contracting Authority, provided that this Contract has been

<p>has been concluded after the Renter has completed the procedures of a Procurement of the value equal to the international procurement threshold value at the least;</p> <p>2.1.10. Initial Tender of the Owner;</p> <p>2.1.11. the Owner's application (if applicable) with supporting documents of qualification, if this Contract has been awarded after the Contracting Authority has carried out procedures for a procurement of the value not less than the international procurement threshold value.</p> <p>2.2. If Contract Documents contain ambiguity, inconsistency or contradiction, the rules set out in higher-ranking Contract Document shall always be deemed to supersede the analogous rules set out in lower-ranking Contract Document from the date of entry into force of the Contract. If documents provided by the Owner, including licenses, rules for their use, etc., are deemed to be a part of the Contract, any provisions of the documents provided by the Owner that are inconsistent with the Law and/or the conditions of Procurement Documents shall be deemed to be invalid.</p> <p>2.3. The moment of entry into force and the period of validity of the Contract have been specified in the SP of the Contract.</p> <p>2.4. The Contract shall be subject to and construed in accordance with law of the Republic of Lithuania. All rights and obligations under the Contract shall be governed by laws of the Republic of Lithuania.</p> <p>2.5. Unless the Contract Documents provide otherwise, the text of the Contract shall be construed in application of the following basic rules of interpretation:</p> <p>2.5.1. words referring to a person's specific gender mean any gender;</p> <p>2.5.2. singular words mean plural, plural words mean singular;</p> <p>2.5.3. the words "agree", "agreed", "agreement" always imply that the relevant agreement between the Parties must be in writing.</p> <p>2.6. All terms and expressions used in this Contract shall have the generic meaning or the specific meaning closest to the nature of the contract, unless a different meaning has been defined and explained in the Contract.</p> <p>2.7. The Parties undertake to settle any disputes concerning the performance of the Contract by negotiation. If the Parties are unable to settle such disputes by negotiation, they shall be settled in courts of the Republic of Lithuania in accordance with the procedure established by legislation.</p> <p><b>3. OBJECT OF THE CONTRACT</b></p> <p>3.1. The object of the Contract shall be the Goods specified in the Contract, as described in the Technical Specification, which shall be rented to the Renter for temporary use and possession.</p> <p>3.2. Services may be provided on the basis of the Contract when providing Goods for rent (subject to a separate fee provided for in the</p>	<p>concluded after the Renter has completed the procedures of a Procurement of the value equal to the international procurement threshold value at the least;</p> <p><b>2.1.10</b> Initial Tender of the Owner;</p> <p><b>2.1.11</b> the Owner's application (if applicable) with supporting documents of qualification, if this Contract has been awarded after the Contracting Authority has carried out procedures for a procurement of the value not less than the international procurement threshold value.</p> <p><b>2.2</b> If Contract Documents contain ambiguity, inconsistency or contradiction, the rules set out in higher-ranking Contract Document shall always be deemed to supersede the analogous rules set out in lower-ranking Contract Document from the date of entry into force of the Contract. 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If the Parties are unable to settle such disputes by negotiation, they shall be settled in courts of the Republic of Lithuania in accordance with the procedure established by legislation.</p> <p><b>3 OBJECT OF THE CONTRACT</b></p> <p><b>3.1</b> The object of the Contract shall be the Goods specified in the Contract, as described in the Technical Specification, which shall be rented to the Renter for temporary use and possession.</p> <p><b>3.2</b> Services may be provided on the basis of the Contract when providing Goods for rent (subject to a separate fee provided for in the</p>
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Procurement Documents) and shall include the related Works (works and services which are not subject to extra charge and should have been included in the Tender), the name, quantity, quality, safety and other requirements of which are set out in the Technical Specification and/or the Contract. In addition, the Services and related Works shall be subject to the requirements of the legislation governing the performance, safety, quality standards for such Services and related Works and to all terms and conditions of the Contract.

3.3. Services may be provided or Works may be performed under the Contract which are *mutatis mutandis* subject to the provisions of the Contract and to the requirements of legislation in accordance with the nature of the Services/ Works and the requirements of the Technical Specification.

#### **4. VOLUME AND PRICE OF THE RENTED GOODS**

4.1. The quantity of rented Goods and the total Contract Price are indicated in the SP of the Contract. The rental rates (if applicable) and the total Contract Price of the Goods are specified in the SP of the Contract.

4.2. The individual rates of the rent of the Goods and the total price of the Contract may not be changed unless such a change is expressly provided for in the review procedure in the SP of the Contract and/or if the rates are reduced by a written agreement of the Parties.

4.3. If a separate rate has not been set in the Contract Documents for a particular Service or Work or for the rent of Goods, then everything relating to the supply of the Goods for rent to achieve the ultimate purpose of the Contract shall be included in the Tender price and shall not be charged extra (unless otherwise stated in the SP of the Contract or the Technical Specification). The Owner has included in the Tender Price and in the separate rates for the rental of the Goods set out in the Tender all costs and expenses relating to the rental of the Goods, the performance of the Works and/or the provision of the Services, and all taxes (including VAT), including, inter alia:

4.3.1. all costs related to the performance of the Contract (transport, packaging, transit, inspection, insurance, on-site assembly and/or commissioning of the delivered Goods and/or maintenance of these works);

4.3.2. the costs of related works, as well as the costs of labour and consultations provided to the Renter throughout the validity period of the Contract;

4.3.3. the costs of maintenance of the Goods, including any costs incurred by the Owner for materials, transport, staff, etc. used during maintenance;

4.3.4. the costs of the guarantee of the quality of the Goods, Services and/or Works, including free after-sales service during the entire period of the guarantee of quality (hereinafter – the Guarantee

Procurement Documents) and shall include the related Works (works and services which are not subject to extra charge and should have been included in the Tender), the name, quantity, quality, safety and other requirements of which are set out in the Technical Specification and/or the Contract. In addition, the Services and related Works shall be subject to the requirements of the legislation governing the performance, safety, quality standards for such Services and related Works and to all terms and conditions of the Contract.

3.3 Services may be provided or Works may be performed under the Contract which are *mutatis mutandis* subject to the provisions of the Contract and to the requirements of legislation in accordance with the nature of the Services/ Works and the requirements of the Technical Specification.

#### **4 VOLUME AND PRICE OF THE RENTED GOODS**

4.1 The quantity of rented Goods and the total Contract Price are indicated in the SP of the Contract. The rental rates (if applicable) and the total Contract Price of the Goods are specified in the SP of the Contract.

4.2 The individual rates of the rent of the Goods and the total price of the Contract may not be changed unless such a change is expressly provided for in the review procedure in the SP of the Contract and/or if the rates are reduced by a written agreement of the Parties.

4.3 If a separate rate has not been set in the Contract Documents for a particular Service or Work or for the rent of Goods, then everything relating to the supply of the Goods for rent to achieve the ultimate purpose of the Contract shall be included in the Tender price and shall not be charged extra (unless otherwise stated in the SP of the Contract or the Technical Specification). The Owner has included in the Tender Price and in the separate rates for the rental of the Goods set out in the Tender all costs and expenses relating to the rental of the Goods, the performance of the Works and/or the provision of the Services, and all taxes (including VAT), including, inter alia:

4.3.1 all costs related to the performance of the Contract (transport, packaging, transit, inspection, insurance, on-site assembly and/or commissioning of the delivered Goods and/or maintenance of these works);

4.3.2 the costs of related works, as well as the costs of labour and consultations provided to the Renter throughout the validity period of the Contract;

4.3.3 the costs of maintenance of the Goods, including any costs incurred by the Owner for materials, transport, staff, etc. used during maintenance;

4.3.4 the costs of the guarantee of the quality of the Goods, Services and/or Works, including free after-sales service during the entire period of the guarantee of quality (hereinafter – the Guarantee Period), including any costs incurred by the Owner in

Period), including any costs incurred by the Owner in respect of the use of materials, transport, staff, etc. during the Guarantee Period;

4.3.5. the costs of providing the tools, insurance, instruments, human resources, other resources necessary for the performance of the Contract (if applicable);

4.3.6. all costs associated with the preparation, validation and submission of the documents provided for in the Technical Specification;

4.3.7. costs of establishment in the Republic of Lithuania (if necessary to secure the lease of the Goods), or costs related to the exercise of the right of free movement of goods (costs of obtaining documents for recognition of the right, certificates from competent authorities of the Republic of Lithuania and/or professional societies, etc.);

4.3.8. costs of concluding and performing this Contract, including the costs of imposing penalties for improper performance of contractual obligations;

4.3.9. all other direct and indirect costs related to the rent of the Goods and any works and/or services required for the supply of the rented Goods which the Owner, being a professional in its field, should and could have foreseen if it had exercised reasonable care and due regard to the fact that the Renter is seeking to have the Owner supply the rented Goods, together with the related works required and/or provided for in the Contract Documents, for the use of the Goods for their intended use, without any additional cost on the Renter's part;

4.3.10. other costs related to the performance of the Contract.

4.4. All payments and settlements under the Contract shall be made in the national currency of the Republic of Lithuania, the Euro.

## **5. PAYMENTS, MONETARY OBLIGATIONS AND RETENTIONS**

5.1. The Renter shall pay the Owner for the Goods actually delivered on the grounds of a rent in accordance with the terms and conditions set out in the SP of the Contract.

5.2. When issuing an Invoice and a Deed, the Owner shall indicate the date and number of the Contract and shall clearly detail the specific Goods transferred. The Owner shall additionally indicate on the invoice the name and contact telephone number of the person responsible for the performance of the Contract for the Renter specified in the SP of the Contract.

5.3. The Owner shall *submit the Invoices in accordance with the procedure set out by the Law.*

5.4. If the Owner is subject to liquidated damages under the Contract, the amount payable by the Renter for the rented Goods shall be reduced by the amount of liquidated damages. The Renter shall also be entitled to deduct the liquidated damages from any payments made to the Owner in accordance with the procedure established by law,

respect of the use of materials, transport, staff, etc. during the Guarantee Period;

**4.3.5** the costs of providing the tools, insurance, instruments, human resources, other resources necessary for the performance of the Contract (if applicable);

**4.3.6** all costs associated with the preparation, validation and submission of the documents provided for in the Technical Specification;

**4.3.7** costs of establishment in the Republic of Lithuania (if necessary to secure the lease of the Goods), or costs related to the exercise of the right of free movement of goods (costs of obtaining documents for recognition of the right, certificates from competent authorities of the Republic of Lithuania and/or professional societies, etc.);

**4.3.8** costs of concluding and performing this Contract, including the costs of imposing penalties for improper performance of contractual obligations;

**4.3.9** all other direct and indirect costs related to the rent of the Goods and any works and/or services required for the supply of the rented Goods which the Owner, being a professional in its field, should and could have foreseen if it had exercised reasonable care and due regard to the fact that the Renter is seeking to have the Owner supply the rented Goods, together with the related works required and/or provided for in the Contract Documents, for the use of the Goods for their intended use, without any additional cost on the Renter's part;

**4.3.10** other costs related to the performance of the Contract.

**4.4** All payments and settlements under the Contract shall be made in the national currency of the Republic of Lithuania, the Euro.

## **5 PAYMENTS, MONETARY OBLIGATIONS AND RETENTIONS**

**5.1** The Renter shall pay the Owner for the Goods actually delivered on the grounds of a rent in accordance with the terms and conditions set out in the SP of the Contract.

**5.2** When issuing an Invoice and a Deed, the Owner shall indicate the date and number of the Contract and shall clearly detail the specific Goods transferred. The Owner shall additionally indicate on the invoice the name and contact telephone number of the person responsible for the performance of the Contract for the Renter specified in the SP of the Contract.

**5.3** The Owner shall *submit the Invoices in accordance with the procedure set out by the Law.*

**5.4** If the Owner is subject to liquidated damages under the Contract, the amount payable by the Renter for the rented Goods shall be reduced by the amount of liquidated damages. The Renter shall also be entitled to deduct the liquidated damages from any payments made to the Owner in accordance with the procedure established by law, notifying the Owner in writing of the deduction of such liquidated damages.

notifying the Owner in writing of the deduction of such liquidated damages.

5.5. The Parties agree to apply the following set-off procedure for the payments made by the Renter under the Contract:

5.5.1. the Owner's claims relating to the fulfilment of payment obligations for the Goods delivered under this Contract shall be set off in the first instance;

5.5.2. the Owner's claims relating to the reimbursement of liquidated damages or losses under this Contract shall be set off in the second instance;

5.5.3. other amounts payable by the Renter to the Owner shall be set off in the third instance.

5.6. If payments under this Contract are international, the SHA settlement scheme shall be used (the paying Party shall pay bank charges for the international payment order, while the Party accepting the payment shall pay foreign bank charges).

5.7. The Renter shall have the right to withhold payment to the Owner if the Owner fails to perform its obligations under this Contract in a timely manner or breaches any of the Owner's obligations under the Contract. Payments shall be withheld for a period of time until the Contract remedies all the breaches/ defects in the performance of the Contract.

5.8. The Owner shall assume all risk that circumstances beyond the Renter's control will increase the costs of performance of the Contract and make the performance of the Contract more difficult for the Owner (the Owner will incur higher costs of discharge of its obligations). The discount on the rent of Goods under the Contract and/or the Total Contract Price shall not be changed (except in the cases specified in the Law or if the Contract expressly provides for a review procedure or if the price/rate(s) are reduced by an agreement of the Parties). An increase in the price of performance of obligations shall not entitle the Owner to suspend the performance of the Contract or to withdraw from the Contract on this basis. This would be considered a material breach of the Contract by the Owner.

## **6. PRICE RECALCULATION DUE TO VAT**

6.1. VAT shall be calculated and paid in accordance with legislation in force at the time when the VAT liability arises. In the event of a change in the VAT rate provided for in the legislation in force in the Republic of Lithuania, the rental price of the Goods under the Contract (excluding VAT) shall not change and the total rental price of the Goods shall be recalculated in line with the change in the VAT rate. The risk of a change in the VAT rate shall be borne by the Renter.

## **7. QUALIFICATION REQUIREMENTS**

7.1. If the Procurement Documents impose qualification requirements on the Owner and/or its hired specialist (s), the Owner shall ensure that

5.5 The Parties agree to apply the following set-off procedure for the payments made by the Renter under the Contract:

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5.8 The Owner shall assume all risk that circumstances beyond the Renter's control will increase the costs of performance of the Contract and make the performance of the Contract more difficult for the Owner (the Owner will incur higher costs of discharge of its obligations). The discount on the rent of Goods under the Contract and/or the Total Contract Price shall not be changed (except in the cases specified in the Law or if the Contract expressly provides for a review procedure or if the price/rate(s) are reduced by an agreement of the Parties). An increase in the price of performance of obligations shall not entitle the Owner to suspend the performance of the Contract or to withdraw from the Contract on this basis. This would be considered a material breach of the Contract by the Owner.

## **6 PRICE RECALCULATION DUE TO VAT**

6.1 VAT shall be calculated and paid in accordance with legislation in force at the time when the VAT liability arises. In the event of a change in the VAT rate provided for in the legislation in force in the Republic of Lithuania, the rental price of the Goods under the Contract (excluding VAT) shall not change and the total rental price of the Goods shall be recalculated in line with the change in the VAT rate. The risk of a change in the VAT rate shall be borne by the Renter.

## **7 QUALIFICATION REQUIREMENTS**

7.1 If the Procurement Documents impose qualification requirements on the Owner and/or its hired specialist (s), the Owner shall ensure that equivalent qualifications of the Owner and/or its specialist (s) are ensured throughout the validity period of the Contract.

equivalent qualifications of the Owner and/or its specialist (s) are ensured throughout the validity period of the Contract.

7.2. The Owner shall be entitled to substitute the Owner's specialist specified in the Tender who was subject to the qualification requirements in the Procurement Documents in presence of all of the following conditions only: (i) the Owner shall submit to the Renter a reasoned written request for the replacement of the specialist at least ten (10) calendar days prior to the desired date of replacement of the specialist (the deadline for submitting the request may be shorter only in case of an illness or death of the specialist to be replaced); (ii) the Owner shall indicate in its request the other specialist whom it proposes for replacement of the specialist named in the Tender at the time of the procurement; (iii) the Owner shall submit along with the request all documents supporting the new specialist's compliance with the qualification requirements listed in the Procurement Documents; (iv) the Owner shall obtain a written consent of the Renter to replace the specialist with the new specialist specified by the Owner. The Renter shall respond no later than 10 (ten) calendar days from the date of receipt of the documents referred to in this clause from the Owner. Once all the conditions set out in this clause have been fulfilled, the agreement on the replacement of the specialist shall be signed, the equivalent document being the Owner's request and a written confirmation of the Renter signed by the Renter's authorised representative.

7.3. The Owner shall, at the Renter's request, within the period specified by the Renter, provide sufficient evidence that it has all permits, certificates, licences and/or other documents complying with the requirements of the legislation necessary for the supply of the Goods for rent in the Republic of Lithuania, or other documents, the Owner's internal procedures, descriptions and any other documentation which was specified in the Procurement Documents as mandatory or the need for verification of which arose in the course of performance of the Contract.

7.4. If the Owner violates at least one provision of Section 7 of the GP of the Contract and fails to commence proper performance of the Contract within ten (10) calendar days from the date of the sending the Renter's notice thereof to the Owner, fixing all the defects specified in the notice at its own expense, the Owner shall, at the Renter's request, pay the fine in the amount set in clause 17.6 of the GP of the Contract for each case, and shall immediately (within five (5) business days) fix the violation.

## **8. QUALITY OF GOODS**

8.1. The requirements which the Goods and their quality is subject to are defined in the Contract, the Owner's Tender, the international standards, standards of the Republic of Lithuania

7.2 The Owner shall be entitled to substitute the Owner's specialist specified in the Tender who was subject to the qualification requirements in the Procurement Documents in presence of all of the following conditions only: (i) the Owner shall submit to the Renter a reasoned written request for the replacement of the specialist at least ten (10) calendar days prior to the desired date of replacement of the specialist (the deadline for submitting the request may be shorter only in case of an illness or death of the specialist to be replaced); (ii) the Owner shall indicate in its request the other specialist whom it proposes for replacement of the specialist named in the Tender at the time of the procurement; (iii) the Owner shall submit along with the request all documents supporting the new specialist's compliance with the qualification requirements listed in the Procurement Documents; (iv) the Owner shall obtain a written consent of the Renter to replace the specialist with the new specialist specified by the Owner. The Renter shall respond no later than 10 (ten) calendar days from the date of receipt of the documents referred to in this clause from the Owner. Once all the conditions set out in this clause have been fulfilled, the agreement on the replacement of the specialist shall be signed, the equivalent document being the Owner's request and a written confirmation of the Renter signed by the Renter's authorised representative.

7.3 The Owner shall, at the Renter's request, within the period specified by the Renter, provide sufficient evidence that it has all permits, certificates, licences and/or other documents complying with the requirements of the legislation necessary for the supply of the Goods for rent in the Republic of Lithuania, or other documents, the Owner's internal procedures, descriptions and any other documentation which was specified in the Procurement Documents as mandatory or the need for verification of which arose in the course of performance of the Contract.

7.4 If the Owner violates at least one provision of Section 7 of the GP of the Contract and fails to commence proper performance of the Contract within ten (10) calendar days from the date of the sending the Renter's notice thereof to the Owner, fixing all the defects specified in the notice at its own expense, the Owner shall, at the Renter's request, pay the fine in the amount set in clause 17.6 of the GP of the Contract for each case, and shall immediately (within five (5) business days) fix the violation.

## **8 QUALITY OF GOODS**

8.1 The requirements which the Goods and their quality is subject to are defined in the Contract, the Owner's Tender, the international standards, standards of the Republic of Lithuania and the manufacturer's/ Owner's standards that lay down the requirements for the quality of Goods, transfer and maintenance of Goods (if applicable),

and the manufacturer's/ Owner's standards that lay down the requirements for the quality of Goods, transfer and maintenance of Goods (if applicable), environmental and/ or safety standards, as well as in legal acts regulating the supply and maintenance of Goods of this kind, security and personal data and cyber security requirements. Quality requirements of the Goods specified in the Procurement Documents and the values offered by the Owner in its Tender to demonstrate compliance with these requirements, where the most economically advantageous tender in the Procurement was selected on the basis of price (or cost) to quality ratio, and the Owner was awarded points for compliance with the respective requirements, shall be maintained throughout the validity period of the Contract. If the Contract and/or the Owner's Tender does not provide for specific quality, delivery, warranty period, environmental, safety requirements, the quality of the rented Goods shall comply with the requirements of the legislation and the quality, technical and functional standards and other conditions normally applicable to Goods of this type.

**8.2.** If Services are provided or Works are performed under the Contract, the requirements for the quality and performance of the Services/Works shall be defined in the Contract and in the international standards, legislation and standards of the Republic of Lithuania that lay down the requirements for the quality of Goods, transfer and maintenance of Goods/ Services, provision, performance, environmental protection and/ or safety. If the Contract does not provide for specific quality, performance, delivery, environmental or safety requirements, the quality of the Services provided and Works performed shall comply with the requirements of the legal acts and the quality, technical and functional standards and conditions normally required for this type of Services/ Works. The Warranty Period for the Services/ Works shall be set in the Contract and/or in legislation. If the Contract or the legislation does not provide for a specific Warranty Period, the Renter shall have the right to apply for defects in the Services/ Works throughout the validity period of the Contract. The Owner shall be presumed to be materially liable for any defects in the Services/Works that become apparent during the performance of the Contract, unless the Owner proves that the defects are due to no fault or negligence of the Owner in the performance of its contractual obligations.

**8.3.** If Works are performed under the Contract, they shall be subject to all provisions of the Contract. In addition, the requirements for the Works and their quality shall be defined in the Contract, international standards and standards of the Republic of Lithuania regulating the quality, performance, environmental protection and/or safety of the Works, as well as legal acts regulating the performance of such type of Works, safety, personal data and cyber security requirements. If

environmental and/ or safety standards, as well as in legal acts regulating the supply and maintenance of Goods of this kind, security and personal data and cyber security requirements. Quality requirements of the Goods specified in the Procurement Documents and the values offered by the Owner in its Tender to demonstrate compliance with these requirements, where the most economically advantageous tender in the Procurement was selected on the basis of price (or cost) to quality ratio, and the Owner was awarded points for compliance with the respective requirements, shall be maintained throughout the validity period of the Contract. If the Contract and/or the Owner's Tender does not provide for specific quality, delivery, warranty period, environmental, safety requirements, the quality of the rented Goods shall comply with the requirements of the legislation and the quality, technical and functional standards and other conditions normally applicable to Goods of this type.

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the Contract does not provide for any specific requirements, the quality of the Works performed and the Warranty Period shall comply with the requirements of the legislation and with the quality, technical and functional standards and other conditions normally required for this type of Works.

8.4. The Warranty Period (if applicable) for the Goods or a part thereof shall be set in the Contract and shall commence from the date of transfer of the Goods or a part thereof, if Goods are supplied in parts, to the Renter, i.e. the date of signing of a deed. The Warranty Period shall not limit the Renter's right to make claims against the Owner for defects in the delivered Goods in accordance with the procedure and within the time limits set out in Article 6.338 of the Civil Code of the Republic of Lithuania.

8.5. If the Renter is unable to use the Goods transferred under the Contract due to defects in the Goods and/or obstacles within the Owner's control, the rental period shall not be counted until the Owner removes the obstacles (obstacles are defined as defects in the Goods, malfunctions, improper performance of the related Works, etc.). The rental period shall be extended at the Owner's expense for the period of time during which the Renter was unable to use the Goods due to the defects in the Goods. This shall in no case extend the period of validity of the Contract.

8.6. By signing the Contract, the Owner warrants that the Goods transferred by the Owner for rent are in full conformity with the conditions of the Procurement Documents and the Contract, and shall remain so throughout the period of rent of the Goods, they are fit for their intended use, and are free from hidden defects which would prevent the Goods from being used in accordance with their intended use or which would impair the utility of the Goods. The Owner further warrants that the Goods are of good quality and free from defects in design, materials or workmanship, caused by any action or omission of the Owner, or arising from normal use of the Goods under the conditions prevailing at the final destination of the Goods.

8.7. The Owner shall be presumed to be materially liable for any defects in the Goods which have become apparent at the time of transfer of the Goods and/or during the validity period of the Contract, unless it is proven that the defects in the Goods have arisen after the transfer of the Goods to the Renter as a result of a breach of the rules of use or storage of the Goods by the Renter or third parties related to it.

8.8. Any defects in the Goods at the time of acceptance – transfer of the Goods and/or after the signing of a deed, during the validity period of the Contract, shall be fixed within the time limits set out in the SP of the Contract, at the expense of the Owner. The Renter shall have the right not to accept the Goods having observed any defects in the Goods. The observed defects in the Goods shall be indicated in the Deed, listing the reasons for the

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8.8 Any defects in the Goods at the time of acceptance – transfer of the Goods and/or after the signing of a deed, during the validity period of the Contract, shall be fixed within the time limits set out in the SP of the Contract, at the expense of the Owner. The Renter shall have the right not to accept the Goods having observed any defects in the Goods. The observed defects in the Goods shall be indicated in the Deed, listing the reasons for the decision made. The Goods may be accepted by the Renter with minor defects, listing the defects and the time limit for fixing them in the Deed. In all cases, all

decision made. The Goods may be accepted by the Renter with minor defects, listing the defects and the time limit for fixing them in the Deed. In all cases, all the Works and/or services relating to the fixing of defects in the Goods or the replacement of the Goods and the Goods themselves shall be performed by the Owner at the Owner's own expense within the period of time for fixing the defects specified in the SP of the Contract (unless a shorter period of time has been agreed between the Parties). The contractual payment period shall commence and the Renter shall only become liable to pay the Owner after the Renter makes sure that the defects have been fully fixed. The fixing of defects shall be indicated in the Deed and confirmed by signatures of the Parties.

8.9. The Owner shall fix any defects in the Goods detected at the time of transfer – acceptance of the Goods and/or during the validity period of the Contract within the period of time specified in the SP of the Contract, which are due to no fault of the Renter, third parties (other than any third party related to the Owner and/or subcontractors hired by the Owner), or to circumstances of *force majeure*. All works and/or services related to the rectification of defects in the Goods or the replacement of the Goods shall be performed by the Owner at the Owner's own expense, including the replacement, (dis)assembly, repair, installation, commissioning, supply and other related works and/or services.

8.10. The fixing of defects in the Goods shall not extend the time limit for the delivery of the Goods as set out in the Contract.

8.11. If the Owner fails to remedy defects of the Goods detected at the time of transfer – acceptance of the Goods and/or during the validity period of the Contract within the period of time specified in the SP of the Contract, the Owner shall pay the Renter, at the Renter's request, the amount of the liquidated damages for the delay in the fixing of the defects specified in the SP of the Contract, and the Renter's direct losses incurred as a result of the delay to the extent that the liquidated damages do not cover them. The payment of liquidated damages and losses shall not relieve the Owner of its obligation to remedy the defects as soon as possible at its own expense or to replace the defective Goods with Goods of equivalent quality and to continue proper performance of the Contract.

8.12. If the Owner fails to fix defects in the Goods within the period specified in the SP of the Contract, or fails to replace the defective Goods with Goods of good quality, and if such defects prevent the Goods from being used for their intended purpose, the Renter shall, upon giving the Owner one (1) business day's notice, be entitled to fix the defects on its own or hiring third parties therefor, and the Owner shall in such case pay the costs fixing the defects and other expenses incurred by the Renter within ten (10) calendar days, in accordance with an invoice or any other equivalent document provided by the Renter. The Owner shall

the Works and/or services relating to the fixing of defects in the Goods or the replacement of the Goods and the Goods themselves shall be performed by the Owner at the Owner's own expense within the period of time for fixing the defects specified in the SP of the Contract (unless a shorter period of time has been agreed between the Parties). The contractual payment period shall commence and the Renter shall only become liable to pay the Owner after the Renter makes sure that the defects have been fully fixed. The fixing of defects shall be indicated in the Deed and confirmed by signatures of the Parties.

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8.12 If the Owner fails to fix defects in the Goods within the period specified in the SP of the Contract, or fails to replace the defective Goods with Goods of good quality, and if such defects prevent the Goods from being used for their intended purpose, the Renter shall, upon giving the Owner one (1) business day's notice, be entitled to fix the defects on its own or hiring third parties therefor, and the Owner shall in such case pay the costs fixing the defects and other expenses incurred by the Renter within ten (10) calendar days, in accordance with an invoice or any other equivalent document provided by the Renter. The Owner shall be obliged to pay the full amount of the defects and other costs submitted, unless the Owner proves that the defects in the Goods are due to the Renter's improper storage or operation of the Goods.

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8.13. The Owner shall reimburse the Renter's losses related to determining the quality (defects) of the Goods at the institutions authorised by the state entitled to perform such service, according to the invoice submitted by the Renter. The Renter shall have the right to carry out such examination of the Goods without the Owner's prior consent if the Renter has reasonable doubts as to the quality of the Goods at the time of acceptance - transfer of the Goods or during the performance of the Contract, or if, after the Goods have been handed over to the Renter, the Goods are found to have concealed defects, non-compliances with the Contract or the requirements of law, or the Goods (or a part of thereof) cannot be used for their intended purpose due to malfunctions or other defects.

8.14. The Renter shall have the right to return defective Goods to the Owner at the time of transfer - acceptance of the Goods or during the validity period of the Contract, without giving the Owner the right to replace the defective Goods or to fix defects of the Goods, if the defects of the Goods endanger the electricity and/or gas infrastructure, the security of the IT systems or the uninterrupted operation of the same, or third parties, or if the defects are of a permanent and/or recurrent nature (defects of more than 5 Goods in a month, or more than two (2) defects of a single Product in a single month). In such a case, the Owner shall be obliged to pick up the Goods from the location indicated by the Renter at its own expense within 10 (ten) calendar days, with a corresponding reduction in the Contract Price payable to the Owner under the Contract for the value of the Goods having such defects.

8.15. When supplying the Goods and/or performing the Works/services related to the supply of the Goods for rent, the Owner shall ensure compliance with occupational health and safety, fire safety, environmental protection, and other requirements established by legislation applicable in the supply of the Goods.

8.16. Upon the Renter's request, the Owner shall, within the period of time set by the Renter, provide the Renter with sufficient evidence that it has all the permits, certificates, licenses and/or other documents complying with the requirements of the legislation necessary for the supply of the Goods in the Republic of Lithuania or that the reasonable need for certain documents has arisen for national security, protection of personal data, or cyber security.

8.17. In the event of a dispute regarding the quality of the Goods or if the Renter's property is damaged during the validity period of the Contract at the Owner's fault, the Parties may establish a joint dispute committee (at least three members from

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#### **9. CONTRACT PERFORMANCE PROCEDURE**

9.1. The terms and conditions of transfer and the procedure of delivery of the Goods are set out in the Contract.

9.2. The Goods shall be transferred in accordance with the Renter's separate written Orders, unless the Parties to the SP of the Contract have agreed on another procedure for the delivery and/or ordering of the Goods.

9.3. Having discharged its obligations under the Contract in relation to the transfer of the Goods of the right quality for rent and the performance of the related Works (other than the maintenance of the Goods and any other works carried out after the transfer of the Goods), or any part thereof in accordance with the breakdown specified in the Contract, the Owner shall refer to the Renter in writing for the signing of a Deed, if the Deed has not been signed at the place of transfer of Goods. The Goods shall only be deemed to have been transferred when the Parties sign a Deed specifying the Goods or a part thereof being transferred. If the Deed contains a reference to defects in the Goods, such a signed Deed shall only confirm the actual transfer of the Goods and shall not be considered as a valid basis for payment until all defects indicated in the Deed have been fixed and the Parties have confirmed this by signing the Deed. The Deed shall contain the following: the Contract number and the date of its conclusion, the Goods, their quantity, the date of signing of the Deed, the defects (scratches, etc.) detected at the time of transfer, and any other information necessary in accordance with the nature of the Contract or the Goods. The Owner shall have the right to submit an Invoice for the obligations or a part of obligations performed in a proper and quality manner without defects only after the signing of a Deed whereby the Renter confirms the acceptance and quality of the respective obligations or a part of the obligations (unless the SP of the Contract provides for a different payment procedure).

9.4. The Deed shall be drawn up in two copies of equal legal force signed by persons authorised by both Parties, unless otherwise provided in the SP of the Contract.

9.5. Unless the SP of the Contract establishes otherwise, the Renter shall sign a Deed or indicate the defects in the Deed and return the Deed to the Owner (by e-mail specified in the Contract) within 5 (five) business days from the date of receipt of the Owner's written request. Having fixed the Defects, the Owner shall repeatedly contact the Renter and, having determined that the defects have been fixed, the Renter shall note this in the Deed, and the Parties shall sign the Deed. The signing of the Deed shall not limit the Renter's right to apply to the

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<p>Owner for the removal of any hidden defects at the expense of the Owner.</p> <p>9.6. The rental period shall commence on the date of signing a Deed and shall run until the date of return of the Goods.</p> <p>9.7. At the time of transfer – acceptance of the Goods, the Owner shall transfer to the Renter all drawings, instructions and other data and documents belonging to the Goods by nature or (and) specified in the Contract, which describe in detail how to use, maintain, adjust the Goods or their parts. Until the Renter is provided with the instructions for use and maintenance of the Goods and/or other information, documentation (if applicable) provided for in the Procurement Documents, the Owner's contractual obligations shall be deemed not to have been discharged and the Goods – not to have been delivered.</p> <p>9.8. The Owner shall pay the costs of delivery of the Goods to the place of delivery, including unloading and related works, unless otherwise specified in the SP of the Contract.</p> <p>9.9. The risk of accidental loss or damage to the Goods before the moment of signing a Deed shall be borne by the Owner.</p> <p>9.10. Before the expiry of the delivery period set out in the Contract, the delivery periods may be extended by a written agreement of the Parties if the Owner submits to the Renter a reasoned request for the extension of the delivery period at least 10 (ten) calendar days before the expiry of the delivery period (if the delivery period is shorter than 10 (ten) calendar days, in such case, the Owner shall apply at least one (1) business day before the expiry of the delivery period), and the circumstances specified in it are related to one or more of the following circumstances:</p> <p>9.10.1. additional instructions given by the Renter to the Owner affect the Owner's delivery date(s) for the Goods;</p> <p>9.10.2. actions of state or municipal authorities or any other obstacles attributable to the Renter and/or third parties employed by the Renter prevent the Renter from discharging its obligations in a timely manner (including, inter alia, the failure to issue permits, consents, or other similar documents within the time limits established by law, where there is no fault on the part of the Renter). The Owner shall prove that as a professional market participant with knowledge of the market and the legislation, the Owner could not have foreseen these circumstances at the time of the submission of the Tender or that the delay of the authorities in submitting the relevant permits/documents from the official deadline for their response is not due to any fault on the part of the Owner: submission of documents of inadequate quality, re-negotiation of the documents due to the Owner's negligence/fault shall not be deemed to constitute a valid basis;</p> <p>9.10.3. circumstances unforeseen at the time of signing the Contract come to light in the course of the performance of the Contract (unforeseen</p>	<p>9.6 The rental period shall commence on the date of signing a Deed and shall run until the date of return of the Goods.</p> <p>9.7 At the time of transfer – acceptance of the Goods, the Owner shall transfer to the Renter all drawings, instructions and other data and documents belonging to the Goods by nature or (and) specified in the Contract, which describe in detail how to use, maintain, adjust the Goods or their parts. 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<p>change of the Order submitted by the Renter, actions or omissions of third parties attributable to the Renter, disputes in an out-of-court or judicial procedure, change of provisions of the legislation related to the performance of the Contract, the Renter becomes aware of new circumstances that require revision of the quantity of the Order or the terms of the delivery etc.);</p> <p>9.10.4. The Owner is unable to deliver the Goods on time due to a decision of the competent authorities to suspend or restrict its activities, provided that such decision is made for reasons other than action/ omission of the Owner, its management or staff and that the Owner is objectively prevented from delivering the Goods on the dates set out in the Contract, and shall provide evidence to substantiate the measures that are taken to eliminate the circumstances preventing the discharge of its obligations under the Contract (e.g. how the Owner is reorganising its staff, etc.) and to ensure that Goods are delivered as soon as possible;</p> <p>9.10.5. The Renter defaults on or improperly performs its obligations under this Contract and therefore the Owner is unable to supply the Goods;</p> <p>9.10.6. there are other circumstances expressly stated in the Technical Specification;</p> <p>9.10.7. highly adverse weather conditions affect the Owner's delivery deadlines of the Goods.</p> <p>9.11. The failure of the Owner's contractor to discharge its contractual obligations shall not be considered an important circumstance for the extension/amendment of the delivery date, unless the Owner's contractor's activities are suspended and/or restricted by decisions of competent authorities of its country, and these circumstances are beyond the control of the Owner or its management, (e.g. due to a blockade, terrorism, coup d'état, other disturbances, radiation or other life-threatening air pollution, pandemic declared by a decision of the competent authorities, an emergency and it is not objectively feasible to replace the Owner's contractor with another contractor (e.g. the goods are produced by a single contractor and there is no other alternative) and these circumstances were beyond the control of the Owner and could not have been reasonably foreseen by the Owner at the time of the conclusion of the Contract. When requesting an extension of the delivery dates of the Goods on this basis, the Owner must provide the Renter with written evidence substantiating the existence of the circumstances invoked and the reasons why it is objectively impossible to replace the contractor with another. The economic consequences of replacing the Owner's contractor shall be borne by the Owner itself and shall not be considered as a valid reason for not replacing the contractor.</p> <p>9.12. The Parties undertake to inform each other of the occurrence of the circumstances referred to in clause(s) 9.10 and/or 9.11 of the Contract without any undue delay in writing.</p>	<p>omissions of third parties attributable to the Renter, disputes in an out-of-court or judicial procedure, change of provisions of the legislation related to the performance of the Contract, the Renter becomes aware of new circumstances that require revision of the quantity of the Order or the terms of the delivery etc.);</p> <p><b>9.10.4</b> The Owner is unable to deliver the Goods on time due to a decision of the competent authorities to suspend or restrict its activities, provided that such decision is made for reasons other than action/ omission of the Owner, its management or staff and that the Owner is objectively prevented from delivering the Goods on the dates set out in the Contract, and shall provide evidence to substantiate the measures that are taken to eliminate the circumstances preventing the discharge of its obligations under the Contract (e.g. how the Owner is reorganising its staff, etc.) and to ensure that Goods are delivered as soon as possible;</p> <p><b>9.10.5</b> The Renter defaults on or improperly performs its obligations under this Contract and therefore the Owner is unable to supply the Goods;</p> <p><b>9.10.6</b> there are other circumstances expressly stated in the Technical Specification;</p> <p><b>9.10.7</b> highly adverse weather conditions affect the Owner's delivery deadlines of the Goods.</p> <p><b>9.11</b> The failure of the Owner's contractor to discharge its contractual obligations shall not be considered an important circumstance for the extension/amendment of the delivery date, unless the Owner's contractor's activities are suspended and/or restricted by decisions of competent authorities of its country, and these circumstances are beyond the control of the Owner or its management, (e.g. due to a blockade, terrorism, coup d'état, other disturbances, radiation or other life-threatening air pollution, pandemic declared by a decision of the competent authorities, an emergency and it is not objectively feasible to replace the Owner's contractor with another contractor (e.g. the goods are produced by a single contractor and there is no other alternative) and these circumstances were beyond the control of the Owner and could not have been reasonably foreseen by the Owner at the time of the conclusion of the Contract. 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9.13. The delivery deadlines of the Goods set out in the Contract may be extended in accordance with clause(s) 9.10 and/or 9.11 of the Contract solely for a period of time which the Owner can prove by objective evidence (photographs, applications, confirmations from public authorities, etc.).

9.14. The delivery period set out in the Contract shall be extended for a period not exceeding 30 (thirty) calendar days. If it turns out before the expiry of the extension period that the circumstances have not ceased to exist or that other circumstances referred to in clause(s) 9.10 and/or 9.11 of the Contract have arisen, the delivery period may be extended for a further period of 30 (thirty) calendar days by a written agreement of the Parties, subject only to the Owner's request with justification and evidence. The number of extensions shall not be limited, but the total delivery period of the Goods shall not exceed 3 (three) years.

9.15. Having received a reasoned request from the Owner, clearly stating and objectively justifying the reasons for the violation (delay) of the delivery deadlines related to at least one of the circumstances listed in clause 9.10 and/or clause 9.11 of the Contract(s), supported by factual evidence, shall have the right to waive the payment of liquidated damages during the period of existence of such circumstances, however, only in the event that the delivery deadline for delivery was not extended in due time due to the Owner's negligence or inaction.

9.16. The Renter shall also have the right to initiate an extension of the delivery period(s) of the Goods if any of the circumstances specified in clause(s) 9.10 and/or 9.11 of the Contract exist, by submitting a written instruction to the Owner to extend the delivery period of the Goods for a period of up to 30 (thirty) calendar days. If the Parties agree to the extension, a written agreement shall be signed. The number of extensions shall not be limited (in presence of at least one of the circumstances referred to in clause(s) 9.10 and/or 9.11 of the Contract, which can be objectively justified), but the total duration of the Contract shall not exceed the period of validity provided for in the Contract.

9.17. In all cases, the time of extensions of the deadlines shall in all cases be counted towards the duration of the Contract.

9.18. If the Owner is late in delivering Goods for rent within the deadlines set out in the Contract, the Owner shall pay the Renter, at the Renter's request, the liquidated damages set out in the SP of the Contract, and the Renter shall be indemnified against direct losses incurred by the Renter as a result thereof to the extent that such losses are not covered by the liquidated damages. The payment of liquidated damages shall not relieve the Owner of its obligation to fix the defects and to perform the Contract properly. If the Renter files a request for reimbursement of losses incurred, the liquidated

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9.19. Having received a reasoned request of the Owner supported by evidence (e.g. dated photographs, documents, letters, etc.) to waive the payment of liquidated damages (to exempt the Owner from the obligation to pay liquidated damages), specifying the period of the exemption from the obligation to pay the liquidated damages, and the facts justifying such period, in respect of at least one of the provisions listed in clauses 9.10. and/or 9.11. of the GP of the Contract supported by factual evidence, may waive the payment of liquidated damages for the breach of (at least one of) the deadlines set out in the Contract during the period of the existence of such circumstances, but only in the event that the deadline for the delivery of the Goods has not been extended on time due to the Owner's negligence or inaction.

9.20. The Renter shall also have the right to initiate a waiver of liquidated damages if it establishes that the circumstances giving rise to the liquidated damages were caused by the Renter's actions which the Renter could control or that any of the circumstances referred to in clause 9.19 of the GP of the Contract exist. In such a case, the Renter shall objectively justify the circumstances and notify the Owner in writing of the waiver of liquidated damages, stating the reasons and the period of the waiver.

9.21. The non-performance of contractual obligations by the Owner's contractor (subcontractor, subcontracted economic operators, Third Parties, etc.) shall not be considered as a circumstance that would exempt the Owner from the payment of liquidated damages.

9.22. The waiver of liquidated damages provided for in the Contract, pursuant to clause 9.19 of the GP of the Contract, may only be applied for a period of time that can be demonstrated and justified by the Party initiating the waiver, by means of objective evidence (photographs, requests, documents, dated letters, confirmations from public authorities, etc.), for each date of the waiver requested, clearly indicating the nature of the circumstance, its duration, the reasons for the Supplier's inability to remedy the circumstance, etc.

9.23. In all cases, the Renter shall examine all arguments and evidence in writing and determine a reasonable period of exemption from liquidated damages and inform the Owner in writing thereof. The waiver of liquidated damages shall not relieve the Owner from proper performance of its contractual obligations in accordance with the procedures and within the time limits set out in the Contract. The waiver of liquidated damages shall not extend the validity period of the Contract.

9.24. The waiver of liquidated damages shall in all cases be formalised by a written agreement of the Parties. A written request by the Owner with supporting evidence and a written confirmation by the Renter signed by an authorised representative

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of the Renter shall be deemed an equivalent document.

9.25. The performance of the contractual obligations may be suspended for a reasonable period of time, but not longer than 12 (twelve) months, in accordance with Articles 6.58, 6.207 and 6.661 of the Civil Code of the Republic of Lithuania in case of: suspension of financing or lack of financing; additional time required to carry out the procurement of additional works; failure to deliver the equipment required to be provided by the Renter in a timely manner. Having submitted a written request and all the related evidence, the Owner shall obtain a Renter's written consent to the suspension of the obligations. For the avoidance of doubt, the Parties agree that, once all the conditions set out in this clause have been fulfilled by the Parties, no separate agreement to amend the Contract shall be entered into, and the documents referred to in this clause, as submitted by the Parties to each other, shall be deemed to form an integral part of the Contract.

9.26. For the sake of clarity, it should be noted that the respective institutes provided for in the Contract shall apply in the following sequence: extension of deadlines for the supply of Goods, suspension of contractual obligations on the basis of clause 9.24 of the GP of the Contract, and exemption from liability on the grounds of force majeure. Force majeure shall only apply in cases where the delivery of the Goods cannot be extended on the basis of clauses 9.10 and/or 9.11 of the GP of the Contract or the performance of the contractual obligations suspended on the basis of clause 9.24 of the GP of the Contract, and where the evidence provided by the Owner to substantiate the circumstances of the force majeure event shows that the event meets all the conditions for the applicability of force majeure. In all cases, the right to decide which institute to apply rests with the Renter, taking into account the provisions of the Contract and the evidence provided by the Owner.

9.27. Upon expiry or termination of the Contract, the Renter shall return to the Owner the Goods (with the Owner picking up the Goods) in the same condition and assembly as they were delivered to the Renter, except for normal wear and tear of the Goods.

9.28. Upon expiry or termination of the Contract, the Owner shall be obliged to take back the Goods within 14 (fourteen) calendar days at its own expense. The Renter shall, within 5 (five) business days of the Owner's written request, inform the Owner of the quantity of the Goods to be returned and the place of storage of the Goods from which the Owner shall, using its transport, equipment and labour, pick up the Goods being returned. The Owner shall pick up the Goods being returned within the period of time specified in this Clause (unless another period has been specified in the SP of the Contract), after the Parties have signed a deed of transfer – acceptance of the Goods marked

**9.25** The performance of the contractual obligations may be suspended for a reasonable period of time, but not longer than 12 (twelve) months, in accordance with Articles 6.58, 6.207 and 6.661 of the Civil Code of the Republic of Lithuania in case of: suspension of financing or lack of financing; additional time required to carry out the procurement of additional works; failure to deliver the equipment required to be provided by the Renter in a timely manner. Having submitted a written request and all the related evidence, the Owner shall obtain a Renter's written consent to the suspension of the obligations. For the avoidance of doubt, the Parties agree that, once all the conditions set out in this clause have been fulfilled by the Parties, no separate agreement to amend the Contract shall be entered into, and the documents referred to in this clause, as submitted by the Parties to each other, shall be deemed to form an integral part of the Contract.

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“Returning to the Owner” (hereinafter – the Deed of Return). The Deed of Return shall specify: the Contract number, the date of conclusion, the Goods, their quantity, the date of signing the Deed of Return, the defects found during the return and other information necessary according to the nature of the Contract or the Goods.

9.29. The obligation to store the Goods and the risk of accidental loss or damage during the period between the date of signing of the Deed and the Deed of Return shall be borne by the Renter. Once the Owner (or an employee represented by the Owner) has signed the Deed of Return, the Owner shall have no right to make any future claims in respect of the quality or other defects of the Goods returned.

## **10. REPRESENTATIONS AND WARRANTIES BY THE PARTIES**

10.1. Each Party hereby represents and warrants to the other Party that:

10.1.1. the Party is duly incorporated and validly existing in accordance with legislation of its home country;

10.1.2. the Parties have taken all the legal actions necessary for the due execution and validity of the Contract;

10.1.3. in entering into the Contract, the Party does not exceed its competence and is not in breach of any law, rules, statutes, judgments, charters, regulations, ordinances, obligations and agreements binding on it;

10.1.4. the representatives of the Party having signed the Contract are duly authorised by that Party to sign the Contract and the personal data of the Parties and/or their representatives necessary for proper conclusion of the Contract shall not be considered confidential information;

10.1.5. the Party is not aware of any future changes in the legal environment that may affect the performance of the Party's obligations under this Contract;

10.1.6. the Contract constitutes a valid, legal and binding obligation of a Party, enforceable in accordance with the terms and conditions of the Contract;

10.1.7. on the date of entry into force of the Contract, the terms of the Contract shall be clear and enforceable by the Parties;

10.1.8. neither the execution of this Contract nor the performance by the Renter or the Owner of its obligations under this Contract is in conflict with or in violation of (i) any judgment, order, decree, writ or direction of any court, arbitration, governmental or municipal authority which the Parties are subject to, (ii) any contract or another transaction which the relevant Party is a party to, or (iii) the terms of any statute or regulation applicable to the Parties.

10.2. The Owner hereby warrants that:

10.2.1. does not participate in the prohibited agreements referred to in Article 5 of the Law on Competition of the Republic of Lithuania or in

of Return shall specify: the Contract number, the date of conclusion, the Goods, their quantity, the date of signing the Deed of Return, the defects found during the return and other information necessary according to the nature of the Contract or the Goods.

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10.1.3. in entering into the Contract, the Party does not exceed its competence and is not in breach of any law, rules, statutes, judgments, charters, regulations, ordinances, obligations and agreements binding on it;

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10.2. The Owner hereby warrants that:

10.2.1. does not participate in the prohibited agreements referred to in Article 5 of the Law on Competition of the Republic of Lithuania or in

<p>agreements that violate the principles set out in the Law;</p> <p>10.2.2. has all the authorisations, licences provided for by legal acts, personnel, organisational and technical means necessary to discharge its contractual obligations;</p> <p>10.2.3. on the date of transfer of the Goods, the Goods shall not be leased, lent, mortgaged, sold or otherwise transferred to third parties, the Goods shall not be subject to any attachment or prohibition, nor shall there be any transactions, including future transactions, which would impair the Renter's ability to use the Goods;</p> <p>10.2.4. during the validity period of the Contract, the use of the Goods shall not be impeded by any action of third parties or the Owner. The Owner warrants that the Renter is the sole lawful user of the Goods during the validity period of the Contract;</p> <p>10.2.5. transfer the Goods of good quality as specified in the GP of the Contract and perform the related works in accordance with the provisions of the Contract;</p> <p>10.2.6. has included in the Tender Price all costs and charges necessary for the delivery and maintenance of the Goods under the Contract and assumes the risk of any increase in the Owner's costs related to the performance of the Contract arising from circumstances beyond the control of the Renter, and/or the performance of the Contract becoming more difficult for the Owner;</p> <p>10.2.7. has read or undertakes to read and comply with all the Renter's internal regulations (if applicable) relevant to proper performance of the Owner's obligations;</p> <p>10.2.8. both at the time of entering into the Contract and throughout the validity period of the Contract, the Owner (its subcontractors, operators or other third parties) and/or its (their) shareholder(s) and/or its (their) direct or indirect ultimate beneficiary(ies) and/or the entity(ies) controlled by them (hereinafter – the Entities), are not included in any list(s) of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or the United Kingdom and/or the United States of America and/or the Republic of Lithuania, and/or any similar list (hereinafter – the Sanctions Lists), and none of the Entities is under any suspicion of involvement and/or actual involvement in money laundering, terrorist financing or tax fraud related activities. The Owner shall notify the Renter in writing immediately during the performance of the Contract, but no later than within 1 (one) business day, of the occurrence of the circumstances referred to above, of the inclusion of the Entities on the sanctions lists, as well as of any suspicion of the Entity of any of the aforementioned activities and/or of involvement in such activities. The criteria set out in the Law on Money Laundering and Terrorist Financing of the Republic of Lithuania shall apply to determine the beneficiary of the Entities whose shares are traded on the stock exchange. Violation</p>	<p>agreements that violate the principles set out in the Law;</p> <p><b>10.2.2</b> has all the authorisations, licences provided for by legal acts, personnel, organisational and technical means necessary to discharge its contractual obligations;</p> <p><b>10.2.3</b> on the date of transfer of the Goods, the Goods shall not be leased, lent, mortgaged, sold or otherwise transferred to third parties, the Goods shall not be subject to any attachment or prohibition, nor shall there be any transactions, including future transactions, which would impair the Renter's ability to use the Goods;</p> <p><b>10.2.4</b> during the validity period of the Contract, the use of the Goods shall not be impeded by any action of third parties or the Owner. The Owner warrants that the Renter is the sole lawful user of the Goods during the validity period of the Contract;</p> <p><b>10.2.5</b> transfer the Goods of good quality as specified in the GP of the Contract and perform the related works in accordance with the provisions of the Contract;</p> <p><b>10.2.6</b> has included in the Tender Price all costs and charges necessary for the delivery and maintenance of the Goods under the Contract and assumes the risk of any increase in the Owner's costs related to the performance of the Contract arising from circumstances beyond the control of the Renter, and/or the performance of the Contract becoming more difficult for the Owner;</p> <p><b>10.2.7</b> has read or undertakes to read and comply with all the Renter's internal regulations (if applicable) relevant to proper performance of the Owner's obligations;</p> <p><b>10.2.8</b> both at the time of entering into the Contract and throughout the validity period of the Contract, the Owner (its subcontractors, operators or other third parties) and/or its (their) shareholder(s) and/or its (their) direct or indirect ultimate beneficiary(ies) and/or the entity(ies) controlled by them (hereinafter – the Entities), are not included in any list(s) of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or the United Kingdom and/or the United States of America and/or the Republic of Lithuania, and/or any similar list (hereinafter – the Sanctions Lists), and none of the Entities is under any suspicion of involvement and/or actual involvement in money laundering, terrorist financing or tax fraud related activities. The Owner shall notify the Renter in writing immediately during the performance of the Contract, but no later than within 1 (one) business day, of the occurrence of the circumstances referred to above, of the inclusion of the Entities on the sanctions lists, as well as of any suspicion of the Entity of any of the aforementioned activities and/or of involvement in such activities. The criteria set out in the Law on Money Laundering and Terrorist Financing of the Republic of Lithuania shall apply to determine the beneficiary of the Entities whose shares are traded on the stock exchange. Violation and/or non-</p>
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and/or non-compliance with the requirements set out in this clause shall lead to the consequences specified in the Contract.

10.3. The Owner is aware that Ignitis Group AB has issued financial instruments which are admitted to trading on the regulated markets of NASDAQ OMX Vilnius and the London Stock Exchange. In this context, AB Ignitis Grupė is an issuer which is subject, among other legal requirements, to the provisions of the Market Abuse Regulation (EU) No 596/2014. As an issuer may have *inside information*, it is prohibited for any person who has knowledge of this information to make unauthorised use of this information in the course of trading in the financial instruments of AB Ignitis Grupė, or to communicate this information to any person who does not have the right of access to it. The Owner acknowledges and agrees that it and its employees are aware of the regulation in question and agree to comply fully with the provisions of the Market Abuse Regulation (EU) No 596/2014, including, if applicable, the obligation to establish an *insider* list.

10.4. The Renter hereby represents that it:

10.4.1. has carried out, or has authorised the Contracting Authority to carry out, the public procurement procedures necessary for the conclusion of this Contract;

10.4.2. will accept the quality Goods supplied under the Contract and pay for such Goods in accordance with the procedures and terms set out in the Contract;

10.4.3. will use the Goods for their intended purpose and/or for the purpose for which the Goods are intended in the Procurement Documents and the Contract.

10.5. If warranties and/or representations made by the Parties in this Contract turn out to be false and/or erroneous, then a Party shall indemnify the other Party against any loss suffered by it as a result of such false and/or erroneous warranties and/or representation(s).

10.6. Both the GP and the SP of the Contract have been concluded in accordance with the provisions of the Law and other legislation. In the event that the GP or the SP of the Contract do not comply with the requirements set out in the Law, the provisions of the Law shall apply.

## **11. RIGHTS AND OBLIGATIONS OF THE PARTIES**

**11.1. The Renter hereby undertakes to:**

11.1.1. perform the Contract in accordance with the requirements set out in the Contract;

11.1.2. cooperate with the Owner in the course of the performance of the Contract by providing information reasonably necessary for the performance of the Contract, the need for which has arisen in the course of its performance;

11.1.3. accept the Goods at the time agreed by the Parties, provided that the Goods comply with the requirements for Goods set out in the Contract;

compliance with the requirements set out in this clause shall lead to the consequences specified in the Contract.

**10.3** The Owner is aware that Ignitis Group AB has issued financial instruments which are admitted to trading on the regulated markets of NASDAQ OMX Vilnius and the London Stock Exchange. In this context, AB Ignitis Grupė is an issuer which is subject, among other legal requirements, to the provisions of the Market Abuse Regulation (EU) No 596/2014. As an issuer may have *inside information*, it is prohibited for any person who has knowledge of this information to make unauthorised use of this information in the course of trading in the financial instruments of AB Ignitis Grupė, or to communicate this information to any person who does not have the right of access to it. The Owner acknowledges and agrees that it and its employees are aware of the regulation in question and agree to comply fully with the provisions of the Market Abuse Regulation (EU) No 596/2014, including, if applicable, the obligation to establish an *insider* list.

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**11.1.3** accept the Goods at the time agreed by the Parties, provided that the Goods comply with the requirements for Goods set out in the Contract;

<p>11.1.4. grant the necessary powers to the Owner to act on behalf of the Renter (if such powers are required);</p> <p>11.1.5. use the Goods in accordance with the Contract and their intended purpose;</p> <p>11.1.6. not to change the form or purpose of the Goods;</p> <p>11.1.7. not to deliberately degrade the quality of the Goods;</p> <p>11.1.8. upon expiry or termination of the Contract, return the Goods to the Owner in the same condition and assembly as when they were delivered to the Owner, subject to normal wear and tear;</p> <p>11.1.9. pay the Owner in accordance with the terms and conditions of the Contract, after the Owner has duly discharged its contractual obligations;</p> <p>11.1.10. duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania;</p> <p>11.2. <b>The Renter shall be entitled to:</b></p> <p>11.2.1. the proper and fair performance of the Owner's contractual obligations throughout the validity period of the Contract, as well as to liquidated damages and damages if the Owner fails to comply with its contractual obligations and/or violates the requirements of law;</p> <p>11.2.2. carry out inspections of the Owner (and its Subcontractors) or require the submission of a written report on the fulfilment of the obligations or other documents confirming the proper performance of the Contract and/or the qualifications, competence, other capacities of the persons involved in the Contract. Refusal to provide the report, other requested documentation or delay of more than 30 (thirty) calendar days from the deadline specified in the Renter's request to provide the report, documents or to allow inspections shall be deemed as a refusal to perform the Contract;</p> <p>11.2.3. transfer the Goods to third parties for temporary use without the Owner's prior permission. In such case, the Renter shall remain liable for the security of the Goods and shall bear the risk of accidental damage to the Goods;</p> <p>11.2.4. on the basis of a written and reasoned request, require the Owner, its employee or management staff or the Subcontractors engaged to replace a person or a group of persons if it considers that the person or the group of persons in question poses a threat to the national security, to the security of the performance of the Contract and/or is not diligent or does not perform his duties in a proper manner;</p> <p>11.2.5. make comments relating to the performance of the Contract or the quality of the rented Goods, which the Owner must take into account.</p> <p>11.3. <b>The Owner hereby undertakes to:</b></p> <p>11.3.1. perform the Contract properly and in good faith, in the sole interest of the Renter;</p> <p>11.3.2. deliver the Goods to the Renter within the deadlines set out in the Contract, in accordance with</p>	<p>11.1.4 grant the necessary powers to the Owner to act on behalf of the Renter (if such powers are required);</p> <p>11.1.5 use the Goods in accordance with the Contract and their intended purpose;</p> <p>11.1.6 not to change the form or purpose of the Goods;</p> <p>11.1.7 not to deliberately degrade the quality of the Goods;</p> <p>11.1.8 upon expiry or termination of the Contract, return the Goods to the Owner in the same condition and assembly as when they were delivered to the Owner, subject to normal wear and tear;</p> <p>11.1.9 pay the Owner in accordance with the terms and conditions of the Contract, after the Owner has duly discharged its contractual obligations;</p> <p>11.1.10 duly perform other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania;</p> <p>11.2 <b>The Renter shall be entitled to:</b></p> <p>11.2.1 the proper and fair performance of the Owner's contractual obligations throughout the validity period of the Contract, as well as to liquidated damages and damages if the Owner fails to comply with its contractual obligations and/or violates the requirements of law;</p> <p>11.2.2 carry out inspections of the Owner (and its Subcontractors) or require the submission of a written report on the fulfilment of the obligations or other documents confirming the proper performance of the Contract and/or the qualifications, competence, other capacities of the persons involved in the Contract. Refusal to provide the report, other requested documentation or delay of more than 30 (thirty) calendar days from the deadline specified in the Renter's request to provide the report, documents or to allow inspections shall be deemed as a refusal to perform the Contract;</p> <p>11.2.3 transfer the Goods to third parties for temporary use without the Owner's prior permission. In such case, the Renter shall remain liable for the security of the Goods and shall bear the risk of accidental damage to the Goods;</p> <p>11.2.4 on the basis of a written and reasoned request, require the Owner, its employee or management staff or the Subcontractors engaged to replace a person or a group of persons if it considers that the person or the group of persons in question poses a threat to the national security, to the security of the performance of the Contract and/or is not diligent or does not perform his duties in a proper manner;</p> <p>11.2.5 make comments relating to the performance of the Contract or the quality of the rented Goods, which the Owner must take into account.</p> <p>11.3 <b>The Owner hereby undertakes to:</b></p> <p>11.3.1 perform the Contract properly and in good faith, in the sole interest of the Renter;</p>
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<p>the requirements laid down in the Contract, and to fix any defects found;</p> <p>11.3.3. supply the Goods specified in the Tender, which are of high quality and comply with the requirements of the Procurement Documents. To perform the Services/ Works in a professional and quality manner within the deadlines and in accordance with the procedures set out in the Contract;</p> <p>11.3.4. The Owner shall not be entitled to require the Renter to provide documents and/or human resources for the performance of the Contract if this was not provided for in the Tender, but the Owner shall be entitled to request the Renter to provide the documents and/or human resources not provided for in the Tender if the Renter agrees to do so, but this shall not affect or alter the terms of performance of the Contract set for the Owner;</p> <p>11.3.5. provide, at its own expense, the equipment and labour necessary for proper performance of the Contract;</p> <p>11.3.6. assume the risk of accidental loss of or damage to the Goods or any part thereof until the date of signature of the Deed;</p> <p>11.3.7. provide the Renter with all necessary documentation in the language specified in the Procurement Documents together with the Goods, including instructions for use and maintenance of the Goods, and to advise the Renter free of charge on any other matters related to the Renter's contractual obligations;</p> <p>11.3.8. carry out maintenance and repair of the Goods transferred at its own expense, in accordance with the procedure set out in the Contract and/or at separate notices of the Renter;</p> <p>11.3.9. ensure that the Contract is executed by persons with the necessary qualifications and experience as set out in the Procurement Documents;</p> <p>11.3.10. immediately inform the Renter in writing of any circumstances that prevent or may prevent the Owner from properly performing its contractual obligations;</p> <p>11.3.11. ensure compliance with occupational safety, fire safety, environmental protection and other statutory requirements applicable to the transfer of the Goods (if any). To be materially liable to the Renter or third parties or the Renter's employees and affiliates for any failure to comply with such requirements;</p> <p>11.3.12. take into account any comments, additional information, if any, provided by the Renter during the performance of the Contract;</p> <p>11.3.13. protect the Renter, at its own expense, against any claims, actions or losses arising out of the failure and/or other disruption of the Goods during the period of warranty and/or claims by third parties and/or acts or omissions and/or negligence of the Owner in the performance of the Contract, and to indemnify third parties against damages and losses suffered by them as a result of its own fault and/or wrongful acts/omissions, including damages</p>	<p><b>11.3.2</b> deliver the Goods to the Renter within the deadlines set out in the Contract, in accordance with the requirements laid down in the Contract, and to fix any defects found;</p> <p><b>11.3.3</b> supply the Goods specified in the Tender, which are of high quality and comply with the requirements of the Procurement Documents. To perform the Services/ Works in a professional and quality manner within the deadlines and in accordance with the procedures set out in the Contract;</p> <p><b>11.3.4</b> The Owner shall not be entitled to require the Renter to provide documents and/or human resources for the performance of the Contract if this was not provided for in the Tender, but the Owner shall be entitled to request the Renter to provide the documents and/or human resources not provided for in the Tender if the Renter agrees to do so, but this shall not affect or alter the terms of performance of the Contract set for the Owner;</p> <p><b>11.3.5</b> provide, at its own expense, the equipment and labour necessary for proper performance of the Contract;</p> <p><b>11.3.6</b> assume the risk of accidental loss of or damage to the Goods or any part thereof until the date of signature of the Deed;</p> <p><b>11.3.7</b> provide the Renter with all necessary documentation in the language specified in the Procurement Documents together with the Goods, including instructions for use and maintenance of the Goods, and to advise the Renter free of charge on any other matters related to the Renter's contractual obligations;</p> <p><b>11.3.8</b> carry out maintenance and repair of the Goods transferred at its own expense, in accordance with the procedure set out in the Contract and/or at separate notices of the Renter;</p> <p><b>11.3.9</b> ensure that the Contract is executed by persons with the necessary qualifications and experience as set out in the Procurement Documents;</p> <p><b>11.3.10</b> immediately inform the Renter in writing of any circumstances that prevent or may prevent the Owner from properly performing its contractual obligations;</p> <p><b>11.3.11</b> ensure compliance with occupational safety, fire safety, environmental protection and other statutory requirements applicable to the transfer of the Goods (if any). To be materially liable to the Renter or third parties or the Renter's employees and affiliates for any failure to comply with such requirements;</p> <p><b>11.3.12</b> take into account any comments, additional information, if any, provided by the Renter during the performance of the Contract;</p> <p><b>11.3.13</b> protect the Renter, at its own expense, against any claims, actions or losses arising out of the failure and/or other disruption of the Goods during the period of warranty and/or claims by third parties and/or acts or omissions and/or negligence of the Owner in the performance of the Contract, and to indemnify third parties against damages and losses</p>
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caused by any breach of law, damage to the Renter and/or third parties caused by the faulty/ defective Goods, unauthorized use of patents, trademarks, other intellectual property, or infringement of the rights of any persons;

11.3.14. The Owner shall guarantee to the Renter and/or third parties reimbursement of losses in the event that the Owner or its specialists, employees, subcontractors or other persons engaged by the Owner during the performance of the Contract destroy or otherwise damage the Renter's or third party's property or cause damage to health, life, and/or if the Owner or its specialists, employees, subcontractors or other persons engaged by the Owner fail to comply with the requirements of the legislation in force in the Republic of Lithuania and, as a result, the Renter and/or third parties are subjected to any claims or legal proceedings;

11.3.15. ensure the confidentiality and protection of information received from the Renter during the performance of the Contract and related to the performance of the Contract. To sign additional confidentiality commitments, if necessary, at the time of signing and/or performance of the Contract;

11.3.16. be familiar with and comply with the provisions of the Anti-Corruption Policy (hereinafter – the Policy) and the Supplier's Code of Ethics (hereinafter – the Code), which establish the norms of good business practice, ethics and conduct, approved by the Board of Directors of AB Ignitis Grupė (formerly known as Lietuvos Energija, UAB) in its relations with the Renter and the Third Parties engaged for the execution of the Contract. The Policy and the Code and/or any amendments thereto are available online at <http://www.ignitisgrupe.lt>. The Owner shall ensure that the requirements of this clause are complied with by both the Owner and the employees, members of the management and supervisory bodies and other representatives of the Third Parties engaged by the Owner for the performance of the Contract;

11.3.17. inform immediately of any circumstances arising during the term of the Contract which may render the Contract inconsistent with the Policy, the provisions of the Code, the requirements of national security, the prevention of corruption, economic and other international sanctions, or other legislation designed to protect public interests;

11.3.18. not to use the brand(s) and/or name(s) of the Renter and the Ignitis Group companies in any advertising, publications or otherwise without a Renter's prior written consent;

11.3.19. comply with the following environmental requirements in the performance of the Contract: reduce the use of paper, avoid unnecessary copying and printing of documents, technical documentation, reports and/or other documents related to the performance of the Contract; transfer and acceptance documents shall be submitted to the Renter in electronic format only and final versions of the technical documentation and/or

suffered by them as a result of its own fault and/or wrongful acts/omissions, including damages caused by any breach of law, damage to the Renter and/or third parties caused by the faulty/ defective Goods, unauthorized use of patents, trademarks, other intellectual property, or infringement of the rights of any persons;

**11.3.14** The Owner shall guarantee to the Renter and/or third parties reimbursement of losses in the event that the Owner or its specialists, employees, subcontractors or other persons engaged by the Owner during the performance of the Contract destroy or otherwise damage the Renter's or third party's property or cause damage to health, life, and/or if the Owner or its specialists, employees, subcontractors or other persons engaged by the Owner fail to comply with the requirements of the legislation in force in the Republic of Lithuania and, as a result, the Renter and/or third parties are subjected to any claims or legal proceedings;

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other documentation to be signed and transfer and acceptance documents shall be signed by electronic signature. In exceptional cases, documents relating to the performance of the Contract may be submitted in physical document format if such format is required by law, and/or the Renter indicates such necessity. In case of necessity of printing, recycled paper shall be used, which complies with the requirements approved by current version of the Order No D1-508 of the Minister of the Environment of the Republic of Lithuania of 28 June 2011 "On the Approval of the List of the Products the Public Procurement and Procurement of Which is Subject to Environmental Criteria and the Description of the Procedure for the Application of Environmental Criteria to be Applied in the Procurement of Goods, Services or Works by Contracting Organisations and Contracting Entities";

11.3.20. issue Invoices *in the manner and by the means prescribed by law*;

11.3.21. duly perform any other obligations provided for in the Contract and applicable legislation.

11.4. **The Owner shall have the right to:**

11.4.1. receive payments in the amount specified in the Contract during the period of rent of the Goods for the delivery of good quality, functioning Goods to the Renter;

11.4.2. upon 2 (two) business days' prior written notice, carry out inspections together with a representative appointed by the Renter, which the Owner deems necessary in the event of a suspicion that the Renter is not properly using the Goods transferred to it on the basis of the Contract;

11.4.3. ask the Renter to provide any information or documents relating to proper performance of the Contract, the provision of which was provided for in the Owner's Tender, the Contract or any other document signed by the Parties;

11.4.4. ask the Renter to accept the Goods being transferred in accordance with the requirements of the Procurement Documents, the Order and the legislation, and to sign a Deed;

11.4.5. require the Renter to discharge its other contractual obligations in a proper and timely manner.

11.5. Other obligations, rights and duties of the Renter and the Owner shall be as defined in the applicable legislation of the Republic of Lithuania and the SP of the Contract (if any).

## **12. THE OWNER'S RIGHT TO HIRE OTHER LEGAL AND NATURAL PERSONS**

12.1. Any natural or legal persons engaged by the Owner to meet the requirements set out in the Procurement Documents and/or for the performance of the Contract, irrespective of the legal relationship between such persons and the Owner, shall be deemed to be acting on behalf of the Owner. The actions of such persons in the performance of the Contract shall have the same

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consequences and liability for the Owner under the Contract as the Owner's own actions.

12.2. Subcontracting and/or the use of Economic Operators/Third Parties (hereinafter collectively referred to as the Persons) shall not create a contractual relationship between the Renter and the Persons. The Owner shall be liable for the acts or omissions of the persons engaged. The Renter's consent to the use of persons for compliance with the requirements of the Procurement Documents and/or contractual obligations, or direct payment to them, shall not relieve the Owner of its obligations under the Contract, whether the Owner performs the contractual obligations on its own or hiring other persons.

12.3. The Owner shall ensure that the persons specified in the Procurement Documents and/or engaged for the performance of the Contract have the necessary qualifications and experience at the time of conclusion of the Contract and throughout its term. The Owner shall be responsible for the quality of the contractual obligations performed by the persons and for compliance with the safety, security, delivery and/or other requirements set out in the nature of the Contract, both to the Renter and to third parties, including external public organisations.

12.4. In the event that the Entity whose capacities have been relied upon for compliance with the qualification requirements set out in the Procurement Documents directly performs the Contract, it shall be considered to be both an Economic Operator and a Subcontractor, and the Owner shall be obliged to designate such a person in the Application/ Tender as an Entity and as a Subcontractor (or to designate the part to be subcontracted, and to designate the Subcontractor at a later date) as required by the Law.

12.5. The Owner shall be entitled to use Subcontractors for the performance of the Contract only if the Tender specifies the part of the Contract to be subcontracted. The Owner shall specify the Subcontractors to be used in the Tender and/or notify the Renter of the new or replacement Subcontractors to be used prior to the commencement of the performance of the Contract and/or during the performance of the Contract. A replacement of a Subcontractor and/or the use of a new Subcontractor shall be possible for the part of the contractual obligations which the Owner indicated in its Tender.

12.6. A replacement of Subcontractor or the use of a new Subcontractor, if the Subcontractor is used only for the performance of the Contract, but the Owner has not relied on its capabilities (qualification) to meet the requirements of the Procurement Documents, shall be possible if the Owner notifies the Renter in writing in advance of the replacement of Subcontractor(s) or the use of a new Subcontractor for the part of the contractual obligations set out in the Tender. If the Renter has

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not expressed an objection in writing within 5 (five) business days, the Subcontractor shall be deemed to have been replaced or a new Subcontractor hired. The Owner's request shall be considered an integral part of the Contract.

12.7. A replacement of the Third Party whose resources have been relied upon for compliance with the requirements of the Procurement Documents shall be possible if the Owner notifies the Renter in writing in advance of the replacement of the said Third Party and submits, together with the request, all the documents necessary for the replacement of the said Third Party (technical passports, contract/ agreement and/or others). If the Renter does not object in writing within 5 (five) working days, the Owner shall be deemed to have the right to replace the named Third Party whose resources are relied upon. Third Parties shall be specified in the documents submitted by the Owner for the tender in accordance with the procedure set out in the Procurement Conditions. The Owner's request shall be considered an integral part of the Contract.

12.8. The replacement of the economic operator whose capacities have been relied upon for compliance with the qualification requirements shall be possible only if the Owner submits to the Tenant a written request for the replacement and, along with the request, submits the documents substantiating the compliance of the operator to be replaced with the qualification requirements set out in the Procurement Documents and obtains the written consent of the Renter thereto. The replacement of the Entity whose qualifications have been relied upon shall be made by written agreement of the Parties. A written request by the Owner and a written confirmation by the Renter signed by an authorised representative of the Renter shall be considered an equivalent document. The economic operators shall be specified in the documents submitted by the Owner for the Procurement tender in accordance with the Procurement Conditions.

12.9. The Renter shall refuse to allow the replacement or use of a new person if there are grounds set out in the legislation, for example: the person was not properly specified in the Owner's Application/ tender or the person does not meet the requirements of the Procurement Documents, or is found to be a potential threat to national security, etc., (the list is not exhaustive and is dependent on the content of the Contract and the legislation which it is subject to).

12.10. In the event that the person the Owner wishes to use does not meet the qualification requirements set out in the Procurement Documents, the Owner undertakes to replace the non-compliant person with another person on its own initiative by informing the Renter in writing about the non-compliance and the replacement of the person not later than within 2 (two) working days from the date of the discovery of the non-

Tender. If the Renter has not expressed an objection in writing within 5 (five) business days, the Subcontractor shall be deemed to have been replaced or a new Subcontractor hired. The Owner's request shall be considered an integral part of the Contract.

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compliance, or within 5 (five) working days from the date of receipt of the notification from the Renter of the non-compliance. In all cases, the replacement shall be subject to procedures set out in this Section of the GP of this Contract.

12.11. If the Owner replaces an existing person or employs (hires, employs, permits to perform part of the contractual obligations under the Contract or otherwise) a new person in violation of the procedure set out in the Contract, or the contractual obligations under the Contract are performed by persons whose qualifications do not comply with the requirements for such activities set out in the Procurement Documents and/or the legislation, then the Owner shall, upon the Renter's request, pay the penalty in the amount indicated in clause 17.6 of the GP of the Contract for each fact of breach.

12.12. In the event of the need to withdraw from the joint venture partner(s) and/or to replace the Partner(s) indicated in the joint venture agreement with another partner(s), all the following conditions shall be met:

12.12.1. The Owner shall provide the Renter with the following documents:

12.12.1.1. a request from a staying joint venture partner to replace a joint venture partner;

12.12.1.2. a request from a withdrawing joint venture partner to withdraw from the joint venture and to transfer all obligations under the joint venture agreement to the new and/or retaining joint venture partner;

12.12.1.3. a written agreement by the new and/or staying joint venture partner to replace the withdrawing joint venture partner and to assume all the obligations of the withdrawing joint venture partner under the joint venture agreement, and documents supporting the qualifications of the new and/or remaining joint venture partner (if applicable).

12.12.2. The Owner shall provide the Renter with a copy of the new joint venture agreement or amendment to the existing joint venture agreement, in which the obligations of the withdrawing joint venture partner shall remain the same as in the previous joint venture agreement and the new and/or withdrawing joint venture partner shall assume all the obligations of the withdrawing joint venture partner under the previous joint venture agreement.

12.12.3. In the event of the withdrawal of a joint venture partner(s), the Owner shall inform the Renter in writing and provide documentation proving the compliance of the remaining joint venture partner(s) with the requirements set out in the Procurement Documents. The request shall be accompanied by a copy of the new joint venture agreement or amendment to the existing joint venture agreement, listing the obligations of the remaining joint venture partners in the event that the Contract will continue to be performed by two or more remaining joint venture partners.

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12.13. The right of final decision on the replacement of the joint venture partner shall rest with the Renter. If the Renter agrees to the change, the replacement of the joint venture partner shall be formalised by a written agreement of the Parties. A written request by the Owner and a written confirmation by the Renter signed by an authorised representative of the Renter shall be considered an equivalent document. In the event of the Owner's refusal to appoint a joint venture partner, or to change or engage a new partner, and with the written consent of the Renter, the Owner shall, upon the Renter's request, pay a penalty in the amount set out in clause 17.6 of the GP of the Contract.

12.14. The Owner shall not have the right to use the Renter's employees for the performance of this Contract, or to use the Renter's employees for the performance of the Contract on any other basis, unless the Renter itself appoints its own employees for the performance of the Contract. This may constitute a material breach of the Contract.

12.15. In the event that the Procurement Documents provide for the possibility of direct settlement of the Renter with the Subcontractors, a tripartite agreement shall be concluded between the Renter, the Owner and the Subcontractor in accordance with the provisions of the Law, upon the Subcontractor's expression of its willingness to make use of the direct settlement option.

### **13. INTELLECTUAL PROPERTY RIGHTS**

13.1. All results and related rights acquired in the performance of the Contract, including the intellectual property rights in the product created, except for the personal moral rights in the results of the intellectual activity, shall be the Renter's property, passing to the Renter from the moment of delivery of the Goods, without any limitation whatsoever, and may be used, published, assigned or transferred without the Renter's separate consent to third parties (unless otherwise agreed in the SP of the Contract) indefinitely without any additional fees.

13.2. The Renter shall have the right to use, at its sole discretion, the copyright objects created during the performance of the Contract for the Renter's and the Ignitis Group's business and other purposes, indefinitely, without any additional fees.

13.3. The Renter shall have the right to use the copyright objects created under the Contract indefinitely, both in Lithuania and abroad, without any additional payments. The economic copyrights to the copyright objects created during the performance of the Contract shall be transferred to the Renter for the entire period of validity of the economic copyrights as set out in the legislation from the moment of signing of the Deed.

13.4. Any documents relating to the Contract, other than those handed over to the Renter together with the rented Goods as their dependencies and the Contract itself, shall be the Renter's property and shall be returned (together with all copies

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thereof) to the Renter at the Renter's request upon the Renter's termination of the performance of its obligations, with the exception of documents that are publicly available or that certify the payments of the Parties.

13.5. The text of this Contract, except for documents and data unilaterally drawn up by the Owner and identifying the Owner, shall be the copyright work of the Renter. The procedures for the execution and performance of this Contract shall be the best practices of the Renter. The Owner shall be granted a non-exclusive, time-limited right to use the text of the Contract solely for the purpose of performing this Contract. Any other use of the text of this Contract and/or the experience gained by the Renter in the procedures for the conclusion and performance of the Contract in the Owner's business shall be subject to a prior written consent of the Renter.

13.6. The Owner shall guarantee to the Renter reimbursement of any losses (including litigation expenses) against any claims arising out of infringement or alleged infringement of intellectual property rights (including the defence of any alleged infringement), unless such infringement (alleged infringement) is due to the Renter's fault.

13.7. If the Owner uses the works of other authors or persons engaged by the Owner to create the subject matter of the Contract during the performance of the Contract, the Owner shall be fully liable to the Renter and the persons for the lawfulness of the use of and transfer to the Renter of the works and other materials used by the Renter for the purpose of the production (creation) of the subject matter of the Contract. The Owner shall be liable for any claims or actions arising out of its relations with authors and other third parties in respect of copyright infringement in connection with the copyright objects used and/or transferred to the Renter during the performance of the Contract, and undertakes to indemnify the Renter against any losses incurred by the Renter as a result.

13.8. The Owner shall immediately notify the Renter of any action or other claim brought against it for infringement or alleged infringement of any intellectual property right relating to the Contract.

13.9. The Owner shall not, without a prior written consent of the Renter, sell, otherwise transfer, disclose to third parties, distribute/demonstrate in any way the copyright objects (including their working versions) created under the Contract (including their working versions), and/or otherwise exercise the author's proprietary rights in the copyright objects created under the Contract (including their working versions) in accordance with the law.

#### **14. LIABILITY OF THE PARTIES**

14.1. The Parties shall be liable for a default on or improper performance of their contractual obligations in accordance with the procedures set out in this Contract and in the legal acts. The

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13.7 If the Owner uses the works of other authors or persons engaged by the Owner to create the subject matter of the Contract during the performance of the Contract, the Owner shall be fully liable to the Renter and the persons for the lawfulness of the use of and transfer to the Renter of the works and other materials used by the Renter for the purpose of the production (creation) of the subject matter of the Contract. The Owner shall be liable for any claims or actions arising out of its relations with authors and other third parties in respect of copyright infringement in connection with the copyright objects used and/or transferred to the Renter during the performance of the Contract, and undertakes to indemnify the Renter against any losses incurred by the Renter as a result.

13.8 The Owner shall immediately notify the Renter of any action or other claim brought against it for infringement or alleged infringement of any intellectual property right relating to the Contract.

13.9 The Owner shall not, without a prior written consent of the Renter, sell, otherwise transfer, disclose to third parties, distribute/demonstrate in any way the copyright objects (including their working versions) created under the Contract (including their working versions), and/or otherwise exercise the author's proprietary rights in the copyright objects created under the Contract (including their working versions) in accordance with the law.

#### **14 LIABILITY OF THE PARTIES**

payment of losses and liquidated damages shall not relieve a Party from due performance of the provisions of the Contract.

14.2. If the Owner defaults on or improperly performs its obligations under the Contract, the Owner shall be in breach of the Contract. In the event of the Owner's breach of the Contract, the Renter shall be entitled to exercise any legal remedies provided for in the Civil Code of the Republic of Lithuania and the Contract.

14.3. The Parties confirm that they understand that a public contract is being awarded and that the public interest is therefore presumed. The liquidated damages provided for in the Contract are therefore considered fair and reasonable. The Owner understands that it has been awarded the contract in good faith, that the Contract is in the public interest and that it is therefore bound to comply with its contractual obligations, not to modify the terms of the Contract by its own acts and to pay liquidated damages if it fails to comply with the obligation(s) imposed on it in the Procurement Documents, including the Contract.

14.4. If a Party asks for liquidated damages or reimbursement of losses, the amount of the losses/damage shall be substantiated by documents and/or facts, and other objective arguments, which are verifiable.

14.5. Where the Procurement Conditions specify the quality requirements for the Goods, and the Owner's Tender contains values demonstrating compliance with those requirements, and the most economically advantageous tender in the Procurement has been selected on the basis of price (or cost) to quality ratio and the Owner has been awarded points for compliance with the relevant requirements, the Contract shall be deemed to contain gross or persistent deficiencies if:

14.5.1. defects in the Goods occur 7 (seven) or more times.

14.6. The Contract shall also be deemed to contain gross or persistent deficiencies when, during the performance of the Contract, Defects in the Goods other than those provided for in Clause 14.5 hereof occur and:

14.6.1. defects occur 7 (seven) or more times.

14.6.2. On other grounds set out in clause 17.5 of the GP of the Contract.

14.7. If Contract conditions are performed with gross or persistent deficiencies, penalties shall be charged upon the Renter's request.

14.7.1. In the case of clause 14.5 of the GP of the Contract, a penalty of 3 per cent of the Contract Value shall apply for each time exceeding the times specified in clause 14.5 of the GP of the Contract.

14.7.2. In the case of clause 14.6 of the GP of the Contract, a penalty of 2 per cent of the Contract Value shall apply for each time exceeding the times specified in clause 14.6 of the GP of the Contract.

14.8. Liquidated damages (if they are not offset) and/or losses accrued by a Party under the Contract

**14.1** The Parties shall be liable for a default on or improper performance of their contractual obligations in accordance with the procedures set out in this Contract and in the legal acts. The payment of losses and liquidated damages shall not relieve a Party from due performance of the provisions of the Contract.

**14.2** If the Owner defaults on or improperly performs its obligations under the Contract, the Owner shall be in breach of the Contract. In the event of the Owner's breach of the Contract, the Renter shall be entitled to exercise any legal remedies provided for in the Civil Code of the Republic of Lithuania and the Contract.

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**14.6.1** defects occur 7 (seven) or more times.

**14.6.2** On other grounds set out in clause 17.5 of the GP of the Contract.

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shall be payable to the other Party within ten (10) calendar days from the date of receipt of the invoice or another document requesting payment of the liquidated damages and/or losses. In the event of disagreement as to the amount of losses, the Parties shall settle the dispute by negotiation. In the event of a failure to reach an agreement, the dispute shall be settled in courts of the Republic of Lithuania in accordance with the procedure set out in the Contract.

14.9. In the absence of grounds for withholding the payment, if the Renter fails to pay the Owner for the rental of the Goods within the period specified in the SP of the Contract, the Renter shall pay, upon the Owner's request, a default interest of 0.05 per cent of the outstanding amount for each day of delay. The grounds for withholding shall be deemed to be improper performance of contractual obligations (at least one of the Contract).

14.10. Liquidated damages shall be set off against reimbursement of losses in the event of a claim for reimbursement of the losses incurred. Liquidated damages shall be applied on the amounts specified in the Contract exclusive of VAT.

#### **15. FORCE MAJEURE CIRCUMSTANCES**

15.1. Either Party shall be excused from liability for a default on or improper performance of its contractual obligations if it proves that such a default on or improper performance was due to force majeure circumstances beyond its reasonable control and foreseeable at the time of conclusion of the Contract and that it could not have prevented the occurrence of those circumstances or their consequences. Force majeure shall not be deemed to mean that a Party does not have the necessary financial resources to perform the Contract in a proper and timely manner or that the Party's (the debtor's) counterparties are in breach of their obligations.

15.2. The Parties hereby agree to consider force majeure as regulated in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules on Exemption from Liability in the Event of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996.

15.3. A Party that is prevented by force majeure from performing its contractual obligations shall be obliged to inform the other Party thereof in writing without any undue delay, but not later than 5 (five) business days after it has become aware or ought to have become aware of the occurrence of such circumstances, specifying the circumstances of the force majeure and the contractual obligations which it will be prevented from performing. In this case, if both Parties accept that the circumstances are to be considered as force majeure, the discharge of contractual obligations shall be deemed to be suspended on reasonable grounds until such time as the circumstances referred to above have ceased to exist. If the other Party does

14.7.2 In the case of clause 14.6 of the GP of the Contract, a penalty of 2 per cent of the Contract Value shall apply for each time exceeding the times specified in clause 14.6 of the GP of the Contract.

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not receive such notification within a period of 5 (five) business days after the defaulting Party became aware or should have become aware of the force majeure circumstances, the latter Party shall be liable to indemnify the other Party for the damages resulting from the non-receipt of the notification or from the non-receipt of the notification within the time limit laid down in the Contract. A Party that fails to notify the other Party of force majeure in due time shall not be entitled to rely on it as a ground for exemption from liability for a default on the Contract. The notice shall specify the following:

15.3.1. force majeure circumstances which prevent the performance of a specific obligation within the time and/or procedure set out in the Contract;

15.3.2. all possible evidence of force majeure available to the Party experiencing the force majeure. In the event that additional evidence of force majeure is received by the Party experiencing the force majeure after the date of notification to the other Party, all such evidence shall be provided to the other Party as soon as possible;

15.3.3. the start and the expected (probable) end of a force majeure event;

15.3.4. the impact of force majeure on the performance of that condition of the Contract, as well as on the performance of other terms and conditions of this Contract.

15.4. In the event of force majeure, a Party shall be excused from the performance of its contractual obligations for the entire duration of the said circumstances. Where, as a result of force majeure, a Party fails to perform its contractual obligations for more than two (2) months, the other Party shall have the right to terminate or suspend the Contract by giving a written notice to the defaulting Party.

15.5. Upon termination of the force majeure, the Party that has been prevented from fulfilling its contractual obligations due to the force majeure shall notify the other Party immediately, but no later than within 3 (three) business days, and shall resume the performance of its contractual obligations, unless the Parties have agreed otherwise. A Party failing to notify the termination of the above circumstances and/or to resume performance of its contractual obligations in accordance with the procedure set out in this clause shall be liable to compensate the other Party for any loss suffered as a result of the failure to notify.

Termination or suspension of the Contract shall not invalidate the obligation to pay for the services provided and/or the goods delivered and/or the works performed prior to the termination or suspension of the Contract, nor the right of the other Party to claim liquidated damages and losses for a default on or improper performance of the Contract prior to the occurrence of force majeure.

case, if both Parties accept that the circumstances are to be considered as force majeure, the discharge of contractual obligations shall be deemed to be suspended on reasonable grounds until such time as the circumstances referred to above have ceased to exist. If the other Party does not receive such notification within a period of 5 (five) business days after the defaulting Party became aware or should have become aware of the force majeure circumstances, the latter Party shall be liable to indemnify the other Party for the damages resulting from the non-receipt of the notification or from the non-receipt of the notification within the time limit laid down in the Contract. A Party that fails to notify the other Party of force majeure in due time shall not be entitled to rely on it as a ground for exemption from liability for a default on the Contract. The notice shall specify the following:

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Termination or suspension of the Contract shall not invalidate the obligation to pay for the services

**16. CONTRACT PERFORMANCE GUARANTEE**

16.1. The provisions of this Section shall apply where the SP of the Contract establishes that the Owner shall provide a Contract performance guarantee (hereinafter – the Contract Guarantee).

16.2. The Owner shall provide the Renter with a Contract Guarantee in the amount specified in the SP of the Contract and all accompanying documents (originals), valid for at least the duration of the Contract, not later than 10 (ten) business days after the date of signing of the Contract, unless otherwise specified in the SP of the Contract. The amount of the Contract Guarantee (expressed in the amount specified in the SP of the Contract) shall be the same for the entire term of the Contract Guarantee, and if any or all of the Contract Guarantee is withdrawn under the Contract, the Owner shall be obliged to provide a new Contract Guarantee to the Renter or to supplement the existing Contract Guarantee within ten (10) business days. In the event that the Contract Guarantee may expire during the validity period of the Contract, the Owner shall provide a new Contract Guarantee or extend the existing Contract Guarantee for a period of at least six (6) months no later than five (5) business days prior to the expiry of the guarantee. In all cases, the Contract Guarantee shall be equal to the amount of the Contract Guarantee specified in the SP of the Contract and shall remain in force continuously throughout the validity period of the Contract.

16.3. The Owner is aware of the fact that the Contract Guarantee ensures proper performance of the Owner's obligations and is mandatory in this Procurement and therefore understands and accepts the consequences of improper performance of Section 16 of the GP of the Contract: if the Owner fails to provide/renew the Contract Guarantee in accordance with the procedure and within the deadlines set out in clause 16.2 of the GP of the Contract, or to renew it as a result of the Renter's invocation of the Contract Guarantee, it may be deemed to have committed a fundamental violation of the Contract and/or to have performed the essential terms and conditions of the Contract with gross or permanent defects. If there is a delay in the provision/renewal of the Contract Guarantee of more than 10 (ten) business days from the deadline set out in clause 16.2 of the GP of the Contract during the validity period of the Contract, the Owner shall be obliged to pay to the Renter, upon the Renter's first demand, a penalty in the amount set out in Clause 17.6 of the GP of the Contract. Payment of the penalty shall not relieve the Owner from proper performance of its obligations under this Section. In the event of a repeated breach, the Contract shall be terminated on the grounds of a material breach of the Contract and/or the Owner's performance of the essential terms of the Contract with gross or persistent defects.

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16.4. The Contract Guarantee shall be provided in the currency used for settlement between the Parties.

16.5. Unless otherwise provided for in the SP of the Contract, the Contract shall be secured by an unconditional irrevocable guarantee issued by a bank in accordance with the procedures and rules approved by the Contracting Authority or by an unconditional and irrevocable letter of indemnity from an insurance company in accordance with the procedures and rules approved by the Contracting Authority.

16.6. If a bank guarantee is provided to secure the performance of the Contract, the Contract shall be secured by an unconditional irrevocable guarantee issued in accordance with the established procedure and approved rules by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a Member State of the European Economic Area or by another international bank with a long-term borrowing rating of not less than BBB according to the Fitch Ratings agency (or the equivalent of the Standard & Poor's or the Moody's rating agencies). The rating shall be met by the bank that issued the guarantee or by the group of companies to which it belongs.

16.7. If a letter of an insurance company is provided as security for the performance of the Contract, such letter shall be issued by an insurance company with an investment grade rating of not less than one of the following, approved by an international rating agency: BBB by Standard & Poor's; BBB by Fitch IBCA; Baa2 by Moody's; B++ by A.M. Best. If an insurance company is not rated, it will be considered acceptable if the above ratings are assigned to the insurance company's major shareholder, who owns at least 50 % of the shares of the insurance company.

16.8. The Contract Guarantee shall indicate that the Contract Guarantor unconditionally and irrevocably undertakes to pay to the Renter an amount not exceeding the amount specified in the Contract Guarantor's Contract Guarantee, within seven (7) business days from the Renter's first written notice to the Contract Guarantor of the breach, partial or total default on or improper performance of the obligations set out in the Contract. The Contract Guarantor shall not have the right to require the Renter to substantiate its claim. The Renter shall state in the notice to the Contract Guarantor that the amount of the Contract Guarantee is payable thereto as a result of the Owner's partial or total failure to perform the conditions of the Contract or another breach of the Contract. The Renter shall not be obliged to prove actually incurred losses, and by signing the Contract and providing a Contract Guarantee, the Owner confirms that the Contract Guarantee's amount is to be considered to be the minimum losses that do not need to be proved by the Renter.

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**16.8** The Contract Guarantee shall indicate that the Contract Guarantor unconditionally and irrevocably undertakes to pay to the Renter an amount not exceeding the amount specified in the Contract Guarantor's Contract Guarantee, within seven (7) business days from the Renter's first written notice to the Contract Guarantor of the breach, partial or total default on or improper performance of the obligations set out in the Contract. The Contract Guarantor shall not have the right to require the Renter to substantiate its claim. The Renter shall state in the notice to the Contract Guarantor that the amount of the Contract Guarantee is payable thereto as a result of the Owner's partial or total failure to perform the conditions of the Contract or another breach of the Contract. The Renter shall not be obliged to prove actually incurred losses, and by signing the Contract and providing a Contract Guarantee, the Owner confirms that the Contract Guarantee's amount is to be considered to be the

16.9. If the Owner fails to provide/exercise the Contract Guarantee within the period specified in clause 16.2 of the GP of the Contract or fails to renew the Contract Guarantee as a result of the Renter's exercise of the Contract Guarantee, the Renter shall have the right to demand a penalty or to terminate the Contract unilaterally for a material breach of the Contract. If, in accordance with the provisions of the SP of the Contract, the Contract shall become effective from the moment the Owner provides the Contract Guarantee to the Renter, this termination provision of the Contract shall not apply, and the Owner shall be deemed to have refused to enter into the Contract and, accordingly, the Renter shall be entitled to invoke the Tender Security.

16.10. The Renter shall return the Contract Guarantee (if a paper original was provided) no later than 10 (ten) calendar days after a written request of the Owner or the Contract Guarantor, which shall be sent to the contacts specified in Annex 1 to the SP of the Contract.

#### **17. TERMINATION AND AMENDMENT OF THE CONTRACT**

17.1. The Contract may be terminated by a written agreement of both Parties.

17.2. The Renter shall have the right to terminate the Contract having warned the Owner thereof 60 (sixty) calendar days prior to the termination.

17.3. The Owner shall have the right to terminate the Contract having notified the Renter thereof 6 (six) months before the termination.

17.4. When terminating the Contract in accordance with clauses 17.2 and/or 17.3 of the GP of the Contract, the terminating Party shall not be subject to any penalties or claims for damages arising from the termination of the Contract, but shall not affect the obligation of the Parties to account for obligations actually performed up to the date of termination of the Contract and to pay liquidated damages and losses incurred up to the time of termination.

17.5. The Renter shall have the right to terminate the Contract unilaterally, without referring to court, having notified the Owner thereof in writing 10 (ten) calendar days in advance, if the Owner has materially breached the Contract and has failed to remedy the deficiencies within the period of notice referred to in this clause and has failed to voluntarily undertake to compensate the Renter for the damages suffered by the Renter, including liquidated damages. The breach of the Contract committed by the Owner shall be considered material and/or the performance of the material terms of the Contract shall be considered to contain serious or persistent deficiencies if:

17.5.1. during the performance of the Contract, defects in the Goods become apparent, and the Owner delays in remedying the defects for more than 60 (sixty) calendar days after the expiry of the period for rectification of the defects provided for in the SP of the Contract, unless the period is

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16.9. If the Owner fails to provide/exercise the Contract Guarantee within the period specified in clause 16.2 of the GP of the Contract or fails to renew the Contract Guarantee as a result of the Renter's exercise of the Contract Guarantee, the Renter shall have the right to demand a penalty or to terminate the Contract unilaterally for a material breach of the Contract. If, in accordance with the provisions of the SP of the Contract, the Contract shall become effective from the moment the Owner provides the Contract Guarantee to the Renter, this termination provision of the Contract shall not apply, and the Owner shall be deemed to have refused to enter into the Contract and, accordingly, the Renter shall be entitled to invoke the Tender Security.

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suspended (in writing) or the Owner is exempted from liquidated damages;

17.5.2. if the Goods are defective in more than 30 per cent of the quantity of Goods handed over, or if the defects occur more than twelve (12) times in different Goods and/or Services and/or Works during a period of twelve (12) months (continuous defects);

17.5.3. the Owner fails to meet the deadlines (at least one deadline) for the delivery of the Goods provided for in the SP of the Contract and the delay from the end of the stipulated deadline is more than sixty (60) calendar days, unless the deadline has been suspended (in writing) or the Owner has been exempted from liquidated damages;

17.5.4. the Owner's qualifications (at least one non-compliance of the Owner or its specialist) have become non-compliant with the requirements of this Contract and these non-compliances have not been rectified within 30 (thirty) calendar days from the date of sending the request/ reminder;

17.5.5. the Owner is in breach of the provisions of the Contract relating to competition, intellectual property or the management of confidential information;

17.5.6. the Renter shall be entitled to terminate the Contract for a material breach of the Contract by the Owner, if the Owner, including any person related to the Owner, gives or offers (directly or indirectly) to any employee of the Renter or of the companies of Ignitis Group any benefit in the form of an item of property, monetary consideration, commission, services or any other tangible or intangible benefit, as an inducement or reward for doing or refraining from doing any act in connection with this Procurement or the Contract, or for showing or refraining from showing favouritism or disfavour to any person in relation to the Contract (a bribe). In the event of termination of the Contract by the Renter on this ground, the Owner shall reimburse the Renter for all expenses incurred in relation to the completion of the Contract and shall reimburse all the losses incurred as a result of the termination of the Contract;

17.5.7. there are other circumstances provided for in the Law, the Contract and/or the Civil Code of the Republic of Lithuania.

17.6. If the Contract is terminated for circumstance(s) referred to in clause 17.5 of the GP of the Contract, i.e. in the event of a material breach of the Contract by the Owner, or if the Owner terminates the Contract unreasonably in violation of the procedure set out in the Contract, the Owner undertakes to pay to the Renter a fine of 5 (five) per cent of the unpaid total Contract price, exclusive of VAT, and to reimburse the Renter for any direct losses.

17.7. The Owner shall assume the risk that having terminated the Contract at the Owner's fault, either on the basis of clause 17.5 of the GP of the Contract, or by the Renter's decision having imposed a fine on the Supplier in accordance with

writing) or the Owner is exempted from liquidated damages;

**17.5.2** if the Goods are defective in more than 30 per cent of the quantity of Goods handed over, or if the defects occur more than twelve (12) times in different Goods and/or Services and/or Works during a period of twelve (12) months (continuous defects);

**17.5.3** the Owner fails to meet the deadlines (at least one deadline) for the delivery of the Goods provided for in the SP of the Contract and the delay from the end of the stipulated deadline is more than sixty (60) calendar days, unless the deadline has been suspended (in writing) or the Owner has been exempted from liquidated damages;

**17.5.4** the Owner's qualifications (at least one non-compliance of the Owner or its specialist) have become non-compliant with the requirements of this Contract and these non-compliances have not been rectified within 30 (thirty) calendar days from the date of sending the request/ reminder;

**17.5.5** the Owner is in breach of the provisions of the Contract relating to competition, intellectual property or the management of confidential information;

**17.5.6** the Renter shall be entitled to terminate the Contract for a material breach of the Contract by the Owner, if the Owner, including any person related to the Owner, gives or offers (directly or indirectly) to any employee of the Renter or of the companies of Ignitis Group any benefit in the form of an item of property, monetary consideration, commission, services or any other tangible or intangible benefit, as an inducement or reward for doing or refraining from doing any act in connection with this Procurement or the Contract, or for showing or refraining from showing favouritism or disfavour to any person in relation to the Contract (a bribe). In the event of termination of the Contract by the Renter on this ground, the Owner shall reimburse the Renter for all expenses incurred in relation to the completion of the Contract and shall reimburse all the losses incurred as a result of the termination of the Contract;

**17.5.7** there are other circumstances provided for in the Law, the Contract and/or the Civil Code of the Republic of Lithuania.

**17.6** If the Contract is terminated for circumstance(s) referred to in clause 17.5 of the GP of the Contract, i.e. in the event of a material breach of the Contract by the Owner, or if the Owner terminates the Contract unreasonably in violation of the procedure set out in the Contract, the Owner undertakes to pay to the Renter a fine of 5 (five) per cent of the unpaid total Contract price, exclusive of VAT, and to reimburse the Renter for any direct losses.

**17.7** The Owner shall assume the risk that having terminated the Contract at the Owner's fault, either on the basis of clause 17.5 of the GP of the Contract, or by the Renter's decision having imposed a fine on the Supplier in accordance with Clause 14.7 of the GP of the Contract, the Owner shall be included in the list of Unreliable Suppliers in the manner

Clause 14.7 of the GP of the Contract, the Owner shall be included in the list of Unreliable Suppliers in the manner prescribed by the applicable legislation of the Republic of Lithuania.

17.8. The Renter shall have the right to terminate the contract unilaterally, without referring to court, having notified the Owner thereof in writing 10 (ten) calendar days beforehand, if the Owner is subject to bankruptcy or restructuring proceedings, or out-of-court bankruptcy proceedings, or compulsory liquidation proceedings, or proceedings for composition with creditors, or analogous proceedings in accordance with laws of the country of its registration, the Renter becomes aware of any other enforcement of the Owner's creditors' rights which may materially affect the Owner's ability to continue to perform the Contract and/or other grounds as set out in the Directives of the European Parliament and of the Council, including criminal offences as defined by European Union legislation.

17.9. Having terminated the Contract on any grounds (or upon its expiry), the Parties undertake to:

17.9.1. take all measures to minimise any loss to them as a result of the termination of the Contract;

17.9.2. within 10 (ten) calendar days from the date of receipt of the notice of termination of the Contract, to provide the other Party with all documents necessary for settlement under the Contract;

17.9.3. to pay for the Goods rented until the date of termination of the Contract;

17.9.4. to pick up the Goods having signed a deed of transfer – acceptance of the Goods.

17.10. The Renter may suspend the performance of the Contract for such period and in such manner as it deems necessary by giving a written notice to the Owner thereof. If the period of suspension lasts for more than thirty (30) calendar days for reasons other than the Owner's fault, the Owner shall have the right to request permission to resume the performance of the Contract, and, in the event that the Renter fails to obtain permission without reasonable excuse within ten (10) calendar days of the Owner's request to that effect, to terminate the Contract by giving the Renter a ten (10) calendar day notice.

17.11. The terms and conditions of the Contract may not be amended during the validity period of the Contract, except for such terms and conditions which are expressly provided for in the Contract with a review procedure and/or are subject to amendment in accordance with the provisions of the Law.

17.12. Changes of a technical nature (e.g. errors by the Parties, names, account numbers, other details, etc.) shall not be considered amendment of terms and conditions of the Contract. The party shall notify of changes of a technical nature in writing in advance and this shall not require a separate consent of the other Party. For the avoidance of doubt, the Parties agree that once the conditions set out in this clause have been fulfilled by the Parties,

prescribed by the applicable legislation of the Republic of Lithuania.

17.8 The Renter shall have the right to terminate the contract unilaterally, without referring to court, having notified the Owner thereof in writing 10 (ten) calendar days beforehand, if the Owner is subject to bankruptcy or restructuring proceedings, or out-of-court bankruptcy proceedings, or compulsory liquidation proceedings, or proceedings for composition with creditors, or analogous proceedings in accordance with laws of the country of its registration, the Renter becomes aware of any other enforcement of the Owner's creditors' rights which may materially affect the Owner's ability to continue to perform the Contract and/or other grounds as set out in the Directives of the European Parliament and of the Council, including criminal offences as defined by European Union legislation.

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17.11 The terms and conditions of the Contract may not be amended during the validity period of the Contract, except for such terms and conditions which are expressly provided for in the Contract with a review procedure and/or are subject to amendment in accordance with the provisions of the Law.

17.12 Changes of a technical nature (e.g. errors by the Parties, names, account numbers, other details, etc.) shall not be considered amendment of terms and conditions of the Contract. The party shall notify of changes of a technical nature in writing in advance and this shall not require a separate consent of the other Party. For the avoidance of doubt, the Parties agree that once the conditions set out in this clause have been fulfilled by the Parties, no separate agreement to amend the Contract shall be concluded, and the notice of the technical nature submitted by one Party to another shall be annexed

no separate agreement to amend the Contract shall be concluded, and the notice of the technical nature submitted by one Party to another shall be annexed to the Contract and considered an integral part thereof.

17.13. Each Party may initiate an amendment to the terms of the Contract if the grounds for amendment set out in the Contract and/or the legislation exist, by submitting a request to the other Party, together with the documents supporting it. The Party receiving such a request shall be obliged to examine it within 20 (twenty) calendar days and provide the other Party with a reasoned written response. In the event of disagreement between the Parties, the Renter shall have the right to decide.

17.14. By concluding this Contract, the Parties confirm that they understand that 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 ("the Regulation") is directly applicable as of 25 May 2018. The Parties confirm that if personal data will be processed in order to ensure proper performance of the Contract, the Parties shall enter into a separate data processing agreement, which sets out the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the obligations and rights of the controller.

17.15. If the need to process personal data arises after the conclusion of the Contract, the Parties shall enter into a supplementary data processing agreement to the Contract without any undue delay and take any other necessary measures to ensure compliance with the requirements of the Regulation. The Parties hereby acknowledge that the signing of a supplementary processing agreement shall not be considered to be a substantial amendment of the terms and conditions of the Contract.

17.16. Taking into account the fact that Ignitis Group companies comprise companies and facilities of strategic importance to ensuring national security, and the energy sector is classified as a sector of the economy of strategic importance for national security, the Renter reserves the right to check the compliance of the Owner and/or its employees with the legislation of the Republic of Lithuania during the performance of the Contract, regulating the mandatory criteria/principles for ensuring national security and other strategic interests and/or the requirements provided for in Article 45(2)<sup>1</sup> of the LPP/ Article 58(4)<sup>1</sup> of the LPP and/or Article 37(9) of the LPP/ Article 50(9) of the LPP, and/or Article 47(9) of the LPP. In the event that it turns out during the validity period of the Contract that the Owner does not comply with these criteria/ provisions/ principles and fails to rectify the identified non-compliance within the period specified by the Renter, the Renter shall have the

to the Contract and considered an integral part thereof.

17.13 Each Party may initiate an amendment to the terms of the Contract if the grounds for amendment set out in the Contract and/or the legislation exist, by submitting a request to the other Party, together with the documents supporting it. The Party receiving such a request shall be obliged to examine it within 20 (twenty) calendar days and provide the other Party with a reasoned written response. In the event of disagreement between the Parties, the Renter shall have the right to decide.

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17.17 IF the circumstances referred to in clause 10.2.8 of the GP of the Contract come to light,

right to terminate the Contract unilaterally by giving a ten (10) days' notice, without reimbursing any losses, including, inter alia, losses for the purchase of the minimum quantities of the object of Procurement.

17.17. IF the circumstances referred to in clause 10.2.8 of the GP of the Contract come to light, the Renter shall have the right to suspend the Contract for the period of validity of the sanctions or to unilaterally terminate the Contract by notifying the Owner thereof in writing within 1 (one) business day from the date of sending the notice of suspension or unilateral termination of the Contract upon receipt of the information on the inclusion of the Entity in the sanctions lists and/or suspicion of money laundering, financing of terrorist activities or activities related to tax fraud against the Entity. In the event of termination or suspension of the Contract on the grounds set out in this clause of the Contract, the Parties shall not be obliged to pay to each other any fines, damages or compensation in relation to the termination or suspension of the Contract, except for the cases provided for in the Contract.

#### **18. CONFIDENTIAL INFORMATION**

18.1. The Parties agree to keep this Contract, except for the fact of its conclusion and information required to be disclosed by law, and all information communicated to each other or otherwise learned/recorded/filmed, etc., in connection therewith, whether orally or in writing, confidential for an indefinite period of time. The Parties agree not to disclose the Confidential Information to any third party without a prior written consent of the other Party thereto and not to use the Confidential Information for personal or third party purposes, except where such information is required to be disclosed by law or regulation or to be disclosed to a legal, financial or another specialist/ adviser or to the lender.

18.2. All information provided by the Renter to the Owner and created/ learnt in the course of performance of the Contract shall be considered confidential, except for publicly available information and the Procurement Documents; in all other cases the Renter shall confirm in writing that the particular information provided is not confidential.

18.3. The Party that violations the confidentiality obligation under the Contract shall be liable, upon a reasoned demand of the other Party, to pay a fine of EUR 3000.00 (three thousand euro 00 ct.) exclusive of value added tax, and to reimburse the other Party for any losses incurred by the other Party to the extent that such losses are not covered by the fine provided for in this Contract.

18.4. The Renter may use any information obtained during the performance of the Contract for its own benefit and purposes and/or for the benefit and purposes of any company of the Ignitis Group or of any company that controls AB Ignitis Group,

the Renter shall have the right to suspend the Contract for the period of validity of the sanctions or to unilaterally terminate the Contract by notifying the Owner thereof in writing within 1 (one) business day from the date of sending the notice of suspension or unilateral termination of the Contract upon receipt of the information on the inclusion of the Entity in the sanctions lists and/or suspicion of money laundering, financing of terrorist activities or activities related to tax fraud against the Entity. In the event of termination or suspension of the Contract on the grounds set out in this clause of the Contract, the Parties shall not be obliged to pay to each other any fines, damages or compensation in relation to the termination or suspension of the Contract, except for the cases provided for in the Contract.

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18.4. The Renter may use any information obtained during the performance of the Contract for its own benefit and purposes and/or for the benefit and purposes of any company of the Ignitis Group or of any company that controls AB Ignitis Group, directly or indirectly, and this shall not be considered a breach of the Contract (confidentiality).

18.5. The Owner shall sign a separate confidentiality agreement, which may contain other provisions governing confidential information, if provided for in the Procurement Documents or requested by the Renter.

directly or indirectly, and this shall not be considered a breach of the Contract (confidentiality).

18.5. The Owner shall sign a separate confidentiality agreement, which may contain other provisions governing confidential information, if provided for in the Procurement Documents or requested by the Renter.

#### **19. FINAL PROVISIONS**

19.1. The Parties agree that having reorganised the Renter's company or in case of the change of the legal status of the Renter in accordance with the procedure established by law, or in the event of transfer of the Renter's functions or a part of them to the Renter on the basis of this Contract to a third party or the Renter's associates, the successor of the Renter's rights and obligations shall become a Party to the Contract and shall take over all the rights and obligations of the Renter on the basis of the present Contract, without the Owner's written consent. If requested by the Owner, the Renter shall provide the Owner with documents confirming the financial capacity of the third party taking over the rights and obligations of the Renter and other necessary documents. The Parties agree that the Renter or its successor shall inform the Owner of the takeover of the rights and obligations set out in this clause in accordance with the procedure established by law, and the Parties shall not conclude a separate amendment to the Contract, and the written notice of the replacement of the Party shall be deemed to be an integral part of the Contract, which shall come into force as of the date specified in the notice.

19.2. The change of the Owner's party shall be possible due to the reorganisation of the Owner in accordance with the procedure established by legislation, including mergers and split-offs, separation or bankruptcy proceedings, or in case of a change of the Owner's status, or if the functions of the Owner, or a part of them, are taken over by a third party on the basis of a transaction. The Owner shall inform the Renter in writing at least 30 (thirty) business days before the moment of taking over the Owner's rights and obligations and shall submit, together with the aforementioned letter, the documents confirming the absence of any grounds for exclusion of the Owner's successor, qualifications and the fulfilment of the other requirements set out for the Owner in the Procurement Conditions. The successor of the Owner shall be at least as qualified as the Owner with whom the Contract was concluded in terms of the criteria set out in the Procurement Documents. Having received the Owner's letter together with all documents confirming the absence of grounds for exclusion of the Owner's, qualification and compliance with the other requirements set out in the Procurement Conditions for the Owner, the Renter shall, within no later than ten (10) business days, evaluate the content of the submitted documents and agree or refuse to agree to the

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replacement of the Party to the Contract. If the Renter agrees, an amendment to the Contract shall be signed. The Parties hereby warrant and represent that such transfer of the rights and obligations of the Owner shall not constitute a novation under the provisions of Section III of Part I of Book VI of the Civil Code of the Republic of Lithuania and shall not in itself affect the validity of the Contract. The Owner shall not acquire the right to transfer its rights or obligations under this Contract to a third party without a prior written consent of the Renter. Failure to comply with this condition shall constitute a material breach of the Contract.

19.3. All notices and other information between the Parties under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally, sent by e-mail or by courier, registered post or by any other means to the addresses specified in the SP of the Contract.

19.4. The Parties shall appoint contact persons for communication, whose details shall be specified in the Contract.

19.5. Each Party shall notify the other Party, within 2 (two) business days of any change in the address, details, contact persons referred to in the Contract. Until the notification of a change of the address, all notices and other correspondence sent to the address specified in this Contract shall be deemed to have been duly served.

19.6. All agreements between the Parties shall be deemed valid if they are in writing and signed by authorised representatives of both Parties.

19.7. If the Contract is concluded by the Parties signing it by their physical signatures; the number of copies of the Contract to be signed shall be as many as the number of Parties to the Contract. If the Contract is concluded by means of qualified electronic signatures, the Parties shall sign a single copy of the Contract to be transmitted to each other by means of telecommunications terminal equipment. If the Contract is concluded by signing it in different signature formats, the Parties shall exchange the signed copies of the Contract using the appropriate means of exchange.

## **20. OTHER CONDITIONS**

20.1. The Parties agree that during the performance of the Contract, the Owner shall provide the Renter with all documents and other materials in the language and in the manner specified in the Procurement Documents. If the language of the documents and information to be provided is not specified in the Procurement Documents, all documentation and other information shall be provided in the Lithuanian language only, unless otherwise specified in the SP of the Contract. If the Procurement Documents establish that all documents shall be submitted in Lithuanian, but the Owner, having respectively submitted the final documents and other materials in a language other than Lithuanian, shall be obliged

a prior written consent of the Renter. Failure to comply with this condition shall constitute a material breach of the Contract.

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## **20 OTHER CONDITIONS**

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20.2 The Renter shall also have the right to specify in the SP of the Contract and/or the Procurement Documents in which other language acceptable to the Renter the Owner may provide the documents to be submitted for the Procurement, including the performance of the Contract (whether as part of the documents or as separate/ supplementary documents).

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20.3. If the Owner fails to comply with the requirements set out in clauses 20.1 and/or 20.2 of the GP of the Contract (when submitting documents in a language other than Lithuanian and failing to include therewith a document in Lithuanian certified by the translator's signature and the seal of the translation bureau), the Renter shall have the right, having notified the Owner thereof in writing, translate the aforementioned documents at its own expense, in which case the amount due for the Goods shall be reduced by the amount of the actual costs of the translation services.

20.4. The Owner shall have the right to conclude a factoring agreement with a legal entity complying with the requirements of the legislation (hereinafter – the Financier) only after obtaining a written consent of the Renter and after submitting a Renter's written request and supporting documents 14 (fourteen) calendar days prior to the date of the factoring, that the intended conclusion of the Factoring Agreement will not change the balance of rights and obligations of the Parties in favour of the Owner/ the Financier, will not change the terms of the Contract (except for the editorial changes concerning the Factoring Agreement and the instruction of the next invoice), and will not result in any additional costs or liabilities for the Renter. The request shall be deemed to be granted only after the Owner obtains a written consent of the Renter thereto.

20.5. The Owner shall warrant to the Renter in writing that the Renter shall not incur any obligations not provided for in the Contract, that there shall be no change in the terms of the Contract, including rates/prices, that the Renter shall not incur any additional costs as a result of the factoring contract and that the Owner shall be unilaterally and materially liable for any disputes arising out of or in connection with the Factoring Agreement. The Owner also understands and confirms that the Factoring Agreement shall not in any way alter the obligations of the Owner and the Renter under the Contract.

20.6. Pursuant to Article 6.907 of the Civil Code of the Republic of Lithuania, the assignment of a pecuniary claim to the Financier shall be valid also in cases where the Contract prohibits or restricts such assignment, but this shall not relieve the Owner of its obligations and liability to the Renter for the breach of the Contract clause prohibiting or restricting the assignment of a claim.

**20.3** If the Owner fails to comply with the requirements set out in clauses 20.1 and/or 20.2 of the GP of the Contract (when submitting documents in a language other than Lithuanian and failing to include therewith a document in Lithuanian certified by the translator's signature and the seal of the translation bureau), the Renter shall have the right, having notified the Owner thereof in writing, translate the aforementioned documents at its own expense, in which case the amount due for the Goods shall be reduced by the amount of the actual costs of the translation services.

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**20.5** The Owner shall warrant to the Renter in writing that the Renter shall not incur any obligations not provided for in the Contract, that there shall be no change in the terms of the Contract, including rates/prices, that the Renter shall not incur any additional costs as a result of the factoring contract and that the Owner shall be unilaterally and materially liable for any disputes arising out of or in connection with the Factoring Agreement. The Owner also understands and confirms that the Factoring Agreement shall not in any way alter the obligations of the Owner and the Renter under the Contract.

**20.6** Pursuant to Article 6.907 of the Civil Code of the Republic of Lithuania, the assignment of a pecuniary claim to the Financier shall be valid also in cases where the Contract prohibits or restricts such assignment, but this shall not relieve the Owner of its obligations and liability to the Renter for the breach of the Contract clause prohibiting or restricting the assignment of a claim. Accordingly, if the Owner enters into a Factoring Agreement without a written consent of the Renter, the Owner shall pay to the Renter a penalty in the amount set out in clause 17.6 of the GP of the Contract.

**20.7** The Renter shall have the right to refuse to allow the Owner to enter into a Factoring Agreement, taking into account the strategic importance of the procurement, the secrecy of confidential information, or for other objective reasons. The Renter's consent to a Factoring Agreement under this Contract shall not imply the Renter's consent to the conclusion of other procurement agreements concluded or to be

<p>Accordingly, if the Owner enters into a Factoring Agreement without a written consent of the Renter, the Owner shall pay to the Renter a penalty in the amount set out in clause 17.6 of the GP of the Contract.</p> <p>20.7. The Renter shall have the right to refuse to allow the Owner to enter into a Factoring Agreement, taking into account the strategic importance of the procurement, the secrecy of confidential information, or for other objective reasons. The Renter's consent to a Factoring Agreement under this Contract shall not imply the Renter's consent to the conclusion of other procurement agreements concluded or to be concluded in the future with the Owner and to the factoring thereunder.</p> <p>20.8. The Owner shall inform the Financier in writing prior to entering into a Factoring Agreement that the Renter does not undertake to purchase all or any part of the Goods referred to in the Contract, unless the Contract is subject to fixed price pricing (as set out in the SP of the Contract).</p> <p>20.9. Once the Renter approves its consent to the Owner concluding a Factoring Agreement, the Parties shall sign a written agreement.</p> <hr/>	<p>concluded in the future with the Owner and to the factoring thereunder.</p> <p><b>20.8</b> The Owner shall inform the Financier in writing prior to entering into a Factoring Agreement that the Renter does not undertake to purchase all or any part of the Goods referred to in the Contract, unless the Contract is subject to fixed price pricing (as set out in the SP of the Contract).</p> <p><b>20.9</b> Once the Renter approves its consent to the Owner concluding a Factoring Agreement, the Parties shall sign a written agreement.</p> <hr/>
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