

## GENERAL PART OF THE SERVICE CONTRACT

### 1. TERMS OF THE CONTRACT

#### Persons

- 1.1. **Service Provider** – a person or a group of persons specified in the special part (SP) of this Contract, who/which provides the Services specified in the Contract to the Purchaser.
- 1.2. **Purchaser / Contracting Entity** – the legal person specified in the SP of the Contract which purchases the Services specified in the SP of the Contract from the Service Provider.
- 1.3. **Party** – the Purchaser or the Service Provider, each separately. **Parties** – the Purchaser and the Service Provider both together.
- 1.4. **Third Party** – any other natural or legal person which is not the Party.
- 1.5. **Subcontractor** – the legal or natural person specified in the tender of the Service Provider, which, under a valid mutual transaction with the Service Provider, is used by the Service Provider to perform the provision of the Services specified in the Contract.

#### General provisions

- 1.6. **Procurement** – the Procurement organised by the Contracting Entity in order to conclude the Service Contract.
- 1.7. **Services** – the Services specified in Part 1 of the SP of this Contract, as well as the delivery and / or installation and / or introduction of certain goods provided for in the Contract, etc.
- 1.8. **Service price** – the amount specified in Part 2 of the SP of this Contract - which cannot be exceeded during the term of the Contract (except in cases when recalculation of the price of the Services is envisaged), when the Purchaser pays the Service Provider for the Services provided according to the Service rates (if specified), including all expenses and taxes.
- 1.9. **Service rates** – the rates specified in Part 2 of the SP of this Contract (if specified), according to which the Purchaser pays the Service Provider for the Services provided, including all expenses and taxes.
- 1.10. **Deficiencies in the Services** – non-compliances of the quality of the Services, identified by the Purchaser and / or third parties during the transfer-acceptance and / or during the term of the Quality Warranty for the Services, with the requirements of the Procurement Terms and/or of legal acts, hidden defects, errors, malfunctions, etc., due to which the result of the Services could not be used for the purpose for which the Purchaser intended to use them (the Services), or due to which usefulness of the Services would decrease in such a way that the Purchaser, knowing about those deficiencies, would either not have purchased the Services at all or would not have paid for the Services the price of such an amount.

#### Documents

- 1.11. **Contract** shall mean this Contract consisting of the documents listed in the General Part (GP) of the Contract.
- 1.12. **GP of the Contract** shall mean this document which is an integral and inseparable part of the Contract, establishing the standard provisions of the Contract and the standard rights, obligations and responsibilities of the Purchaser and the Service Provider.
- 1.13. **SP of the Contract** shall mean the Special Part (SP) of the Contract which discusses the Object of the Contract, scope and price as well as rates of the Services (if applied), deadlines for the provision of the Services and other terms agreed by the Parties.
- 1.14. **Technical Specification** shall mean the document that establishes the requirements for the Services.
- 1.15. **Order** shall mean an Order for the provision of the Services and supply of the Goods (if supplied under the Contract), that the Purchaser places with the Service Provider by text message, e-mail, fax and/or via the information system specified by the Purchaser. The Order shall be sent to the contacts of the Service Provider which are specified in the SP of the Contract and shall be deemed to have been properly dispatched and received after 24 hours from the moment of dispatch, unless the SP of the Contract provides otherwise.
- 1.16. **Deed of transfer-acceptance of the service result** – a document signed by both Parties to the Contract stating the scope, names, prices / rates, etc. of the Services provided, which confirms the properly provided Services or part thereof, which comply with the terms of the Contract and the Technical Specification, the functional purpose performed, etc.
- 1.17. **Procurement Terms** shall mean a set of documents submitted during the Procurement procedures carried out by the Purchaser, in accordance with which the Service Provider has submitted the Tender.
- 1.18. **Tender** shall mean a set of the documents submitted by the Service Provider at the time the Purchaser carries out the Procurement Procedure, which are necessary for the provision of the Services under this Contract.

1.19. **Call for the conclusion of the Contract** – the notification submitted to the Service Provider by which the Service Provider is called to sign the Contract and is informed about the deadline for concluding the Contract.

1.20. **Invoice** shall mean a VAT invoice for payment or other invoice / payment document (if the Service Provider is not a VAT payer) submitted to the Purchaser for the Services provided by the Service Provider in a proper, quality and timely manner. The date of issuing the invoice must coincide with the date of signing a Deed of Transfer-Acceptance. An invoice for payment has to be submitted using the electronic service E-invoice (the E-invoice website is available at the address [www.esaskaita.eu](http://www.esaskaita.eu)) within 5 (five) working days or within another time term agreed by the Parties from the date of signing a Deed of Transfer-Acceptance of the Services result.

1.21. **Date of receipt of an invoice** shall mean the date of submission of an invoice using the electronic service E-invoice.

1.22. **Legal Acts** shall mean the legal acts of the Republic of Lithuania and international agreements, legal acts of the European Union or regulations of an individual or normative nature of the public authority of any third country, which, regardless of their legal force and / or jurisdiction, are binding on any Party and / or affect the performance of this Contract, and the internal legal acts of the Purchaser, which the Service Provider has been made familiar with.

1.23. **Law** – shall mean the Republic of Lithuania Law on Procurement by the Entities Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services (current version), which applies to the utilities sector, as well as the Republic of Lithuania Law on Public Procurement (current version), which applies to the classical sector.

1.24. **Guarantor of the Contract** shall mean the Contract, unless otherwise provided for in the SP of the Contract SD, shall be secured, in accordance with the established procedure and approved rules, by means of an unconditional irrevocable guarantee issued by a bank or by means of an unconditional and irrevocable insurance policy guaranteeing payment from insurance companies in accordance with established procedure and approved rules for an amount not less than that specified in the SP of the Contract (if applicable).

#### **Dates and terms**

1.25. **Day** – unless otherwise provided for in this Contract, this term shall mean a calendar day.

1.26. **Working day** - unless otherwise provided for in this Contract, this term shall mean a working day in the Republic of Lithuania.

1.27. **Year** – unless otherwise provided for in this Contract, this term shall mean a period of 365 days.

1.28. **Date of entry into force of the Contract** - the date of signing the Contract or another date of entry into force of the Contract specified in the SP of the Contract.

## **2. VALIDITY, STRUCTURE AND INTERPRETATION OF THE CONTRACT**

2.1. This Contract is an integral and indivisible document consisting of the documents stated below. By signing the Contract, the Service Provider confirms that he is properly acquainted with the Procurement Terms, including the Technical Specification, agrees to the Procurement Terms, including the terms and requirements set forth in the Technical Specification, and undertakes to carry them out properly in accordance with the procedure laid down in the Contract. For the purposes of interpretation and application of the Contract, the following order of precedence of the Contract documents is set:

2.1.1. Technical specification (with explanations and clarifications made by the Purchaser during the procurement procedures, and with annexes, if any);

2.1.2. SP of the Contract (with annexes);

2.1.3. GP of the Contract (with annexes);

2.1.4. the call for the conclusion of the Contract submitted by the Purchaser to the Service Provider by electronic means;

2.1.5. the final Tender of the Service Provider;

2.1.6. Minutes of negotiation between the Parties concluded during the procurement procedures and the adjusted Tender of the Service Provider (if such documents have been concluded);

2.1.7. clarifications and adjustments of the Procurement Terms, if any have been submitted;

2.1.8. Other procurement documents;

2.1.9. the initial Tender of the Service Provider;

2.1.10. the application of the Service Provider with the documents confirming the qualification.

2.2. If there are any ambiguities, inconsistencies or contradictions in the Contract documents, the rules set out in the Contract document of higher power are always considered as such that from the date of entry into force of the Contract replace the analogous rules set out in the Contract document of lower power.

2.3. All concepts and terms used in this Contract have a general meaning or a special meaning closest to the nature of the Contract, unless their different meaning is laid down and clarified in the Contract

- 2.4. The Contract has been concluded, it must be interpreted and applied in accordance with the law of the Republic of Lithuania.
- 2.5. Unless otherwise set out in the Contract documents, the text of the Contract shall be construed applying the following basic rules of interpretation:
- 2.5.1. words denoting a specific gender of an individual shall mean any gender;
  - 2.5.2. words denoting the singular form shall also mean the plural form, and words denoting the plural form shall also mean the singular form;
  - 2.5.3. the words 'to agree', 'agreed', 'agreement' shall always mean that the respective agreement must be made in writing by the Parties;
  - 2.5.4. 'in writing' shall mean all the rules set out in the documents of this Contract, as well as paper and / or electronic documents drawn up by either Party, and any communications made to the other Party by the means of communication specified in the Contract.
- 2.6. The Contract has been concluded in accordance with the provisions of the Law and other legal acts. In the event that the GP of the Contract and / or the SP of the Contract do not comply with the requirements set out in the Law, the norms of the Law shall apply. The Parties hereby state and confirm that the provisions of this Contract do not contradict the provisions of the Procurement Terms.
- 2.7. If any provision of this Contract becomes or is declared invalid in whole or in part, this does not affect the validity of other provisions of the Contract.
- 2.8. Upon termination or expiration of the Contract, the provisions of this Contract related to liability and settlement between the Parties under this Contract shall remain in force, and so do all other provisions of this Contract that remain in force after the termination of the Contract or must remain in force for this Contract to be fully completed.

### **3. CONFIRMATIONS AND GUARANTEES OF THE PARTIES**

- 3.1. Each Party represents and warrants to the other Party that:
- 3.1.1. the Party has been duly established and legally operates under the legal requirements of the country in which the registered office is located;
  - 3.1.2. the Party has performed all legal actions necessary for the proper conclusion and validity of the Contract;
  - 3.1.3. in concluding the Contract, the Party does not exceed its competence and does not violate the legal acts, rules, statutes, court decisions, Articles of Association, regulations, ordinances, obligations and agreements that are binding on it;
  - 3.1.4. the representatives of the Party who have signed this Contract are duly authorised by the Party to sign it, and the personal data of the Parties and / or their representatives, which are necessary for the proper conclusion of the Contract, shall not be considered confidential information;
  - 3.1.5. the Party is not aware of any future changes in the legal environment that may affect the fulfilment of the Party's obligations under this Contract;
  - 3.1.6. the Contract constitutes a valid, legal and binding obligation of the Party, the performance of which may be required under the terms of the Contract;
  - 3.1.7. on the date of entry into force of the Contract, the terms of this Contract are clear to the Parties of the Contract and are enforceable by them;
  - 3.1.8. neither the conclusion of this Contract nor the performance of the obligations assumed by the Purchaser or the Service Provider under this Contract contradicts or violates (i) any decision, order, decree or instruction of a court, arbitration, state or municipal institution which is applicable to the Parties; (ii) any contract or other transaction to which the Party concerned is a party, or (iii) the provisions of any law or regulation applicable to the Parties.
- 3.2. The Service Provider confirms that:
- 3.2.1. he does not participate in the prohibited agreements specified in Article 5 of the Republic of Lithuania Law on Competition and in agreements which violate the principles specified in the Law;
  - 3.2.2. he has all the permits, licenses, certificates, qualification certificates, employees, organisational and technical means required for the provision of the Services provided by legal acts;
  - 3.2.3. has included in the Tender Price all expenses necessary for the provision of the Services under this Contract, and assumes the risk in connection with the fact that expenses of the Service Provider related to the performance of the Contract will increase due to the circumstances beyond the control of the Purchaser, and / or that the performance of the Contract will become more difficult for the Service Provider.
- 3.3. The Purchaser confirms that:
- 3.3.1. he has completed the procurement procedures necessary for the conclusion of this Contract
  - 3.3.2. he will accept the Services provided in a quality manner in accordance with the provisions of this Contract and will pay for such Services in accordance with the procedure established by the SP of the Contract.
- 3.4. If it turns out that the confirmation(s) and/or statement(s) of the Parties, which are specified in this Contract, is/are false and/or wrong, then the Party shall indemnify the other Party for the losses incurred as a result of such false and / or wrong confirmation(s) and / or statement(s).

3.5. Both this GP of the Contract and the SP of the Contract have been concluded in accordance with the provisions of the Law and other legal acts. In the situation when the GP of the Contract and/or the SP of the Contract do/does not comply with the requirements set out in the Law, the legal norms shall apply. The Parties hereby state and confirm that the provisions of this Contract do not contradict the provisions of the Procurement Terms.

3.6. The Service Provider acknowledges and warrants that, both at the time of concluding this Contract and throughout its term, the Service Provider and his subcontractors (if applicable) is/are not and will not be subject to international sanctions, considering that the laws of the Republic of Lithuania provide for a direct prohibition to enter into transactions, the execution of which would contradict the international sanctions implemented in the Republic of Lithuania. The Service Provider declares that he is not and throughout the term of the Contract will not be registered in, has no branch, fulfils no transaction, carries out no activities or does not plan any activities with a State subject to international sanctions, has no relationship with any natural or legal person registered, having its permanent establishment or a branch in a State subject to international sanctions and enforcement thereof. The Service Provider ensures that the Services and / or goods provided/supplied under the Contract are not / will not originate from territories and / or persons or companies subject to international sanctions. These terms and conditions are valid throughout the term of the Contract with the Service Provider (Service Provider with subcontractor (s)). The Service Provider shall undertake to require these provisions to be complied with at the time of concluding contracts with subcontractors. Violation and / or non-compliance with the requirements set forth in this Point of the Contract shall be considered a material breach of the Contract, and entitles the Purchaser to terminate any or all contracts with the Service Provider immediately without giving notice thereof, without having to pay any fines, indemnify for any damage or pay any compensation or refund to the Service Provider and / or his subcontractor, may cancel any or all Orders and / or suspend in whole or in part, cancel any contract with the Service Provider.

#### **4. SUBJECT OF THE CONTRACT**

4.1. The Services specified in Paragraph 1 of the SP of the Contract and described in the Technical Specification are the subject of this Contract.

4.2. On the basis of this Contract, in providing the Services, the Goods (if provided for in the Technical Specification), the Goods (if provided so in the Technical Specification), the name, quantity (if applicable), rates, quality, safety and other requirements of which are specified in the Technical Specification and / or the Contract, can be also supplied. The requirements of legal acts regulating the supply, safety and quality standards of such Goods and all the terms of the Contract are additionally applicable to the Goods.

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

#### **5. SCOPE AND PRICE OF THE SERVICES**

5.1. Paragraph 2 of the SP of the Contract describes the scope of the Services provided to the Purchaser.

5.2. The price of the Services and the rates of the Services (if applicable) are presented in Paragraph 2 of the SP of the Contract.

5.3. The Service Provider has included in the price of the Services all expenses related to the provision of the Services, all taxes, including VAT, but not limited to:

5.3.1. expenses related to the fulfilment of the obligations under the Contract;

5.3.2. expenses of purchasing tools required for the provision of the Services (if applicable);

5.3.3. all expenses related to the preparation, coordination and submission of the documents provided for in the Technical Specification;

5.3.4. expenses of establishment in the Republic of Lithuania (if necessary to ensure the provision of the Services) or expenses related to the implementation of the right to free movement of services (expenses of obtaining legal recognition documents, approvals from competent institutions of the Republic of Lithuania and / or expenses of professional associations, etc.);

5.3.5. expenses of concluding and performing this Contract, including expenses related to the enforcement of the Contract;

5.3.6. all direct and indirect expenses related to the provision of the Services and with the price of any Services required for the provision of the Services, which the Service Provider, as a specialist in the field, had and could have foreseen if he had been sufficiently diligent and had taken due account of the fact that the Purchaser seeks the Service Provider to provide the Services while also performing the related Services

5.3.7. other expenses related to the provision of the Services.

5.4. VAT will be calculated and paid in accordance with the procedure established by the legal acts in force at the time when an obligation to calculate VAT arises. In the event of change in the VAT rate provided for in the legal acts in force in the Republic of Lithuania, the price of the Services (excluding VAT) provided for in the Contract does not change, and the total price of the Services is recalculated, accordingly, to the amount of the VAT rate that has changed. The risk of change in the VAT rate is attributed to the Purchaser.

#### **6. QUALITY OF THE SERVICES**

6.1. The qualification requirements for the Services provided, the quality of the Services and the staff of the Service Provider are defined in the Contract documents and in the legal acts governing the quality and provision of the Services, as well as in environmental and / or safety legislation. If the Contract does not provide for specific quality, supply, environmental, and safety requirements, then the quality of the Services provided must comply with the requirements of legal acts and the quality, technical and functional standards and requirements normally imposed on this type of Services.

6.2. The term within which the Purchaser has the right to apply to the Service Provider for rectification of deficiencies in the Services and/or in the result of the Services is established in Paragraph 3 of the SP of the Contract and shall run from the transfer of the Services or their part to the Purchaser, i.e. from the date of signing a Deed of Transfer-Acceptance of the Services result. If the said term is not established, then this does not limit the Purchaser's right to make claims to the Service Provider within a reasonable time from the moment of acceptance of the Services for the hidden deficiencies in the result of the Services which the Purchaser could not determine at the time of acceptance of the Services.

6.3. The Service Provider guarantees that at the time of signing a Deed(s) of Transfer-Acceptance of the Services result the Services will meet the requirements set out in the Contract, they will be provided in a quality manner, without errors that would eliminate or reduce the value of the Services or the suitability of their result for normal use. If deficiencies in the Services are noticed prior to the transfer of the Services and / or during transfer-acceptance of the Services, the Purchaser shall have the right not to accept the Services. Notes of the deficiencies in the Services that have been noticed shall be made in the Deed(s) of Transfer-Acceptance of the Services result, stating the reasons for the decision taken. Deficiencies in the Services shall be rectified at the expense of the Service Provider within the time limits set in the SP of the Contract.

6.4. If deficiencies in the Services result are noticed after a Deed of Transfer-Acceptance of the Services result is signed, but not later than within the term provided for in the Contract, the Purchaser shall inform the Service Provider thereof in writing.

6.5. The Service Provider must, within the term specified in Paragraph 3 of the SP of the Contract from the date of dispatch of the Purchaser's notice on the identification of defects, rectify at his own efforts and expense the deficiencies which arose through no fault of the Purchaser / through no fault of third parties (excluding subcontractors hired by the Purchaser) / not due to force majeure circumstances. It is presumed that the Service Provider is materially responsible for all deficiencies in the Services that have become apparent during the transfer-acceptance of the Services and/or during the validity of the term during which the Purchaser has the right to apply to the Service Provider for rectification of deficiencies in the Services and/or in the result of the Services, unless he proves that the deficiencies in the Services arose through no fault of the Service Provider or negligent performance of his contractual obligations.

6.6. If the Service Provider fails to rectify the identified deficiencies in the Services within the term specified in Paragraph 3 of the SP of the Contract, the Service Provider shall, upon the Purchaser's request, pay to the Purchaser penalties (default interest and / or fine) in the amount specified in Paragraph 3 of the SP of the Contract, and shall indemnify the Purchaser for the direct losses incurred as a result to the extent that they are not covered by penalties. Upon the Purchaser's claim for damages, penalties shall be included in the damages.

6.7. If the Service Provider fails to rectify the identified deficiencies in the Services within the term specified in Paragraph 3 of the SP of the Contract, the Purchaser shall have the right to rectify deficiencies on his own or using third parties, and, in this case, the Service Provider shall cover expenses of rectifying deficiencies incurred by the Purchaser, and, at the request of the Purchaser, shall pay the Purchaser a fine of 20 (twenty) percent of the value of the defective Services. c

6.8. If the Service Provider does not acknowledge the deficiencies, either Party may apply for an independent expertise. If the Service Provider does not respond / does not use for more than 10 (ten) calendar days from the Purchaser request an independent (agreed with the Purchaser) expert to resolve the dispute and/or if the dispute took longer than 30 (thirty) calendar days from the first request of the Purchaser, then the Purchaser shall have the right to independently apply for expertise. In this case, expenses of the expertise shall be borne by: if the Services meet the requirements specified in the Contract, then by the Purchaser; if the Services do not meet the requirements specified in the Contract, then by the Service Provider.

6.9. In providing the Services, the Service Provider shall ensure compliance with the requirements of safety at work, fire safety, environmental protection and other requirements established by legal acts, which are applicable to the provision of the Services (if applied).

6.10. If the Procurement Terms set qualification requirements for the staff of the Service Provider, then the Service Provider must ensure that his equivalent qualification and / or that of his staff is ensured throughout the term of the Contract.

6.11. In performing the Contract, the Service Provider cannot, without the written consent of the Purchaser, to replace the entity specified in his tender, whose capacity he relies on (hereinafter - the Entity) in order to meet the qualification requirements which are set out in the Procurement Terms and/or the specialist specified in his Tender (if applicable). The entity and/or the specialist being replaced (if applicable) must have qualification not lower than that specified in the Tender of the Service Provider. The Service Provider's entity and/or specialist (if applicable) can be replaced only in the following cases: (i) when the Service Provider's entity commences bankruptcy or restructuring proceedings; (ii) when the Service Provider's entity and/or

specialist (if applicable) refuses to perform the obligations provided for in the Contract; (iii) if the Service Provider's specialist (if applicable) is unable to perform the obligations provided for in the Contract due to illness or due to the termination or expiration of the employment contract; (iv) when, during the performance of the Contract, the Purchaser requests replacement of entity and/or specialist who will be incompetent or negligent in the performance of duties, will be unable to comply with the terms of the Contract.

6.12. At the request of the Purchaser, the Service Provider must provide the Purchaser, within the time limit set by the Purchaser, with sufficient evidence that he holds all and any, required by law and necessary for the performance of services in the Republic of Lithuania, permits, certificates, licenses and / or other documents complying with the requirements established by legal acts, or other documents, procedures, descriptions and other documentation of the Service Provider which has been specified as mandatory in the Procurement Terms.

6.13. During the performance of the Contract, the Service Provider shall have the right to change the model and / or replace the manufacturer of the Goods (if such are supplied under the Contract) only with a written consent of the Purchaser. In order to replace the Good, the Service Provider must submit a reasoned request to the Purchaser with evidence that the new Goods replacing the former ones fully comply with the requirements of the Technical Specification and of the Contract, that they are not inferior but of equivalent or better quality, that the rates of the Goods (the Service Provider shall have the right to reduce the rates of the Goods), delivery deadlines and other terms of the Contract will not be changed, and must submit documents of the new Goods replacing the former ones. The circumstances which gave rise to the need to change the model and / or replace the manufacturer of the Goods must be also specified.

6.14. The Parties agree that a separate agreement on the amendment to the Contract (in case of replacement of the manufacturer / change of the model) will not be signed. The request of the Service Provider and a written consent of the Purchaser will be considered as an equivalent document. All documents submitted by the Service Provider and the Purchaser's consent are considered an integral part of the Contract.

6.15. Failure to comply with the provisions of this Chapter shall be considered a material breach of the Contract.

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

### **7.1. The Purchaser shall undertake:**

7.1.1. to perform the Contract in a proper and fair manner;

7.1.2. to cooperate with the Service Provider during the performance of the Contract in providing the information reasonably required for the performance of the Contract, the need for the provision of which arose during the performance of the Contract;

7.1.3. to accept, after proper performance of the contractual obligations by the Service Provider, the Services provided if they meet the requirements for the Services set forth in the Contract;

7.1.4. to pay the Service Provider the price set forth in Paragraph 2 of the SP of the Contract and/or the rates (if specified) for the properly provided Services in accordance with the procedure and within the terms established in the Contract;

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

7.1.6. to properly fulfil other obligations provided for in the Contract and the applicable Legal Acts.

### **7.2. The Purchaser shall have the right:**

7.2.1. to perform, without giving a separate notice, any inspections that the Purchaser deems necessary, in case of suspicion that the Service Provider will not be able to provide the Services in a timely manner or the Services are provided in a poor manner, unprofessionally, and in violation of the requirements;

7.2.2. During the provision of the Services, to require, on the basis of a written and reasoned request, the replacement of an employee of the Service Provider / a person performing the duties of the Service Provider, if he considers that this person is not diligent or is improperly performing duties;

7.2.3. to make comments related to the Services provided by the Service Provider and their quality, which the Service Provider must take into account;

7.2.4. not to pay VAT invoices, if the Service Provider submits them by means other than those of the information system E-invoice.

### **7.3. The Service Provider shall undertake:**

7.3.1. to perform the Contract in a proper and fair manner, to cooperate with the Purchaser, to immediately provide information reasonably necessary for the proper performance of the Contract;

7.3.2. to provide the Services, to transfer to the Purchaser the result of the Services specified in the Contract and rectify the deficiencies identified within the time term set in the SP of the Contract (if the Contract specifies stages of the Services provision, then within the established time terms in separate stages);

7.3.3. to provide the Services in a professional and quality manner, and such which comply with the requirements specified in the Contract and Annexes thereto;

7.3.4. to assume the risk of accidental destruction of or damage to the Goods provided along with the Services until the moment of signing a Deed of Transfer-Acceptance of the Service result;

7.3.5. to submit all documents provided for in the Technical Specification, and advise the Purchaser on other issues related to the contractual obligations of the Service Provider;

7.3.6. to ensure that the Services are provided to the Purchaser by persons who have the qualification and experience required for the provision of the Services, which meets the requirements set forth in Paragraph 3 of SP of this Contract;

7.3.7. to immediately inform the Purchaser in writing of any circumstances which prevent or may prevent the Service Provider from providing the Services within the time terms and in accordance with the procedure established in the Contract;

7.3.8. to ensure compliance with the requirements, applied in providing the Services, which are set out in occupational safety, fire safety, environmental protection and other legislation (if applicable);

7.3.9. to take account of the comments made and additional information provided by the Purchaser during the performance of the Contract, if any will be made or provided;

7.3.10. to keep the Purchaser protected at his own expense against any claims, losses arising from the Service Provider's actions or negligence in the performance of the Contract, and to reimburse third parties for the damage caused by his guilty actions and losses they have incurred, including those incurred due to infringement of any legal acts, illegal use of patents, trademarks, other intellectual property objects or infringement of the rights of any persons;

7.3.11. to ensure the confidentiality and protection of information received from the Purchaser during the performance of the Contract and that related to the performance of the Contract. To return, after the end of the term of the Services provision and at the written request of the Purchaser, all documents received from the Purchaser necessary for the performance of the Contract;

7.3.12. to comply with the provisions of the Civil Code of the Republic of Lithuania and of other legal acts in force in the Republic of Lithuania which are related to the fulfilment of the contractual obligations of the Service Provider, and to ensure that the specialists, employees and representatives of the Service Provider comply with them. The Service Provider guarantees to the Purchaser and / or third parties reimbursement of losses in the event that the Service Provider or his specialists, employees and representatives fail to comply with the requirements of legal acts in force in the Republic of Lithuania, and, as a result, any claims would be made against the Purchaser and / or third parties or proceedings would be instituted against them;

7.3.13. to properly perform other obligations provided for in the Contract and in the valid legal acts of the Republic of Lithuania.

**7.4. The Service Provider shall have the right:**

7.4.1. to receive full payment in the amount specified in the Contract for the Services provided to the Purchaser in a timely, appropriate and quality manner;

7.4.2. to request the Purchaser to provide information or documents related to the proper performance of the Contract, the need for the provision of which arose during the performance of the Contract;

7.4.3. to require the Purchaser to accept the Services provided which meet the requirements of the Procurement Terms, of the Contract and of the legal acts that apply to the provision of the Services, and to sign a Deed of Transfer-Acceptance;

7.4.4. to require the Purchaser to fulfil other contractual obligations in a proper and a timely manner.

7.5. Other obligations, rights and responsibilities of the Purchaser and the Service Provider are defined in the valid legal acts of the Republic of Lithuania and in the SP of the Contract (if defined).

## **8. PAYMENTS, MONETARY OBLIGATIONS AND WITHHOLDING OF PAYMENTS**

8.1. The Purchaser shall pay the Service Provider for the for the Services actually provided in a due manner and accepted after signing a Deed of Transfer-Acceptance of the Services result according to a VAT invoice submitted by the Service Provider on the basis thereof within the time term specified in Paragraph 6 of the SP of the Contract.

8.2. All payments hereunder shall be made in euros, unless provided otherwise in Paragraph 6 of the SP of the Contract.

8.3. In issuing a VAT invoice or other type of invoice that he is obliged to issue, as well as a Deed of Transfer-Acceptance of the result of the Services provided, the Service Provider shall indicate the date and number of the Contract, and shall clearly describe in detail (in the VAT invoice, its statement or in the Deed of Transfer-Acceptance of the Services result) which specific Services have been provided. If required so under other provisions of this Contract, the number of the investment project may also be indicated.

The Parties agree to apply the following procedure for offsetting the payments of the Purchaser made hereunder:

8.4.1. the requirements of the Service Provider related to the fulfilment of payment obligations for the services provided hereunder, shall be set off first;

8.4.2. the requirements of the Service Provider related to reimbursement of penalties or losses hereunder shall be set off second;

8.4.3. other amounts payable by the Purchaser to the Service Provider (if any) shall be set off third.

8.4. If payments hereunder are international, the SHA settlement scheme applies (the paying Party shall pay the bank charges for the international payment order, and the foreign bank fees shall be paid by the beneficiary Party).

8.5. The Purchaser shall have the right to withhold payment to the Service Provider if the Service Provider fails to perform or improperly performs its obligations hereunder or the obligations provided for in the legal acts until these obligations have been properly fulfilled.

8.6. If penalties have been charged on the Service Provider under this Contract, the amount payable by the Purchaser for the Services shall be reduced with the amount of the charged penalties. The Purchaser shall also have the right to deduct the accrued penalties from any payments made to the Service Provider in accordance with the procedure established by legal acts, by giving a notice of such offsetting of penalties.

8.7. The Service Provider will have to submit Invoices using the electronic service E-invoice (the E-invoice website is available at the address [www.esaskaita.eu](http://www.esaskaita.eu)) in accordance with the procedure established by the Law and other legal acts.

## **9. RELYING ON CAPACITY OF OTHER ENTITIES**

9.1. Subcontractors may provide only the Services which the Service Provider, as has been specified in the Service Provider's Tender for the Procurement, intends to transfer to the Subcontractors, and which (the Services) are specified in the SP of the Contract.

9.2. If the SP of the Contract does not specify for which Services the Service Provider intends to use Subcontractors, the Service Provider is prohibited from using Subcontractors for the performance of the Contract.

9.3. The Services which the Service Provider, as has been specified in the Service Provider's Tender for the Procurement, intends to transfer to the Subcontractors, can be provided by the Subcontractors which have been specified in advance by the Service Provider in submitting the Tender for the Procurement, by those Subcontractors of whom the Service Provider has informed the Purchaser prior to the commencement of the performance of the Contract, and by Subcontractors that the Service Provider will use to provide the Services during the term of the Contract.

9.4. The Subcontractor can only be replaced for the Services which the Service Provider has specified in the Tender as the Services to be transferred to the Subcontractors and which are specified in the SP of the Contract.

9.5. Subcontractors may be replaced or new Subcontractors may be used only when the Service Provider submits a request to the Purchaser for the replacement of the Subcontractor specified in the Contract or for the use of a new Subcontractor, documents substantiating the Subcontractor's compliance with the qualification requirements set out in the Procurement Terms (if qualification requirements for Subcontractors have been set in the Procurement Terms) and obtains the Purchaser's written consent to the replacement of the selected Subcontractor or to the use of a new Subcontractor. The Service Provider must also submit to the Purchaser, along with the specified documents, a copy of the written notification given to the Subcontractor specified in the Contract, whereby the Subcontractor is informed of the fact of his replacement and the expected date of replacement. For avoidance of doubts, the Parties agree that, following the fulfilment by the Parties of all conditions specified in this Point, a separate agreement on amendment of the Contract will not be entered into, and the documents referred to in this Point provided by the Parties to each other shall be considered an integral part of the Contract.

9.6. In the event that the Subcontractor, that the Service Provider wishes to use, does not meet the qualification requirements set for the Subcontractors in the Procurement Terms, the Service Provider shall undertake to replace the Subcontractor who does not meet the qualification requirements with another Subcontractor within 5 (five) working days from the date of receipt of the Purchaser's notification on non-compliance of the Subcontractor with the qualification requirements.

9.7. The Service Provider must ensure that, at the time of concluding the Contract and throughout its duration, the Subcontractors providing the Services and performing the Contract have the necessary qualification and experience, which are necessary for the proper performance of the Contract. The Service Provider shall be responsible to the Purchaser for the quality of the Services provided by the Subcontractors and compliance with the work safety requirements.

9.8. If the Service Provider replaces the existing Subcontractor or uses (hires, employs, allows to perform works under the Contract or otherwise) a new Subcontractor without a written consent of the Purchaser, in accordance with Point 9.5 of the GT of the Contract, or the Services under the Contract are provided by Subcontractors whose qualification does not meet the statutory qualification requirements for this type of Services, then this shall be considered a material breach of the Contract.

9.9. When the need arises to replace the partners specified in the joint activity agreement with other partners (if the Services are provided under the joint activity agreement), all of the following conditions must be met:

9.9.1. The Service Provider shall provide the Purchaser with the following documents:

9.9.1.1. a request of the staying joint activity partner regarding the replacement of the joint activity partner;

9.9.1.2. a request of the withdrawing Joint activity partner to withdraw from the Joint activity agreement partners and to transfer all obligations under the Joint activity agreement to the new/staying Joint activity partner;

9.9.1.3. a written consent of the new/staying Joint activity partner to replace the withdrawing Joint activity partner and to assume all obligations of the withdrawing Joint activity partner under the Joint activity agreement and documents supporting the qualification of the new/staying Joint activity partner (if applicable);

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

9.9.3. The Service Provider submits to the Purchaser a copy of the new Joint activity agreement or of the amendment to the existing Joint activity agreement, in which the obligations of the staying Joint activity partner will remain the same as those in the earlier Joint activity agreement, and the new/staying Joint activity partner will take over all obligations of the withdrawing Joint activity partner under the earlier Joint activity agreement;

9.10. The Service Provider shall not have the right to use the Purchaser's employees for the performance of this Contract (to conclude employment, works or other contracts).

9.11. In the event that the Procurement Terms provide for the possibility of direct payment by the Purchaser to the Subcontractors. In cases where the Subcontractor expresses a wish to take advantage of the direct payment option, a tripartite agreement shall be concluded between the Purchaser, the Service Provider and the Subcontractor.

9.12. When the Service Provider relies on the capacity of other entities, taking into account the economic and financial capacity requirements set out in the Procurement Terms, the Service Provider and entities whose capacity is relied on, shall assume joint and several liability for the performance of the Contract, unless otherwise specified in the SP of the Contract.

9.13. In order to replace the entity and/or specialist (if applicable), the Service Provider must inform the Purchaser thereof in writing not later than 3 (three) working days in advance and obtain the Purchaser's written consent. The Supplier must provide the Purchaser with the documents of the entity and / or specialist (if applicable) that confirm absence of grounds for exclusion, which are set out in the Procurement Terms, and compliance with the qualification requirements. In the event that the entity and / or specialist (if applicable) does not meet the requirements for the absence of grounds for exclusion and qualification, the Purchaser shall request replacement of the entity and/or specialist (if applicable), within the time term set by the Purchaser, by such that comply with the requirements. For avoidance of doubts, the Parties agree that, following the fulfilment by the Parties of all conditions specified in this Point, a separate agreement on amendment of the Contract will not be entered into, and the documents referred to in this Point provided by the Parties to each other shall be considered an integral part of the Contract.

9.14. In order to use Subcontractors who are not entities, the Service Provider must notify the Purchaser, from the date of entry into force of the Contract, but not later than the commencement of performance of the Contract, of the names, contact details of the Subcontractors known at that time and of their representatives. The Purchaser also requires the Service Provider to inform about changes in this information throughout the performance of the Contract, as well as about new Subcontractors that he intends to use at a later date. Subcontractors may not participate in the performance of the Contract without having given a prior notice thereof to the Purchaser. Subcontractors may be used only for the parts of the Contract for which the Service Provider intends to use Subcontractors, as has been provided for by the Service Provider in his Tender, unless the Service Provider justifies that the use of the Subcontractor for an unforeseen part of the Contract is necessary to ensure proper performance of the Contract.

9.15. The Service Provider shall have the right to replace the relevant specialist of the Service Provider specified in the Tender, which has been subject to qualification requirements in the Procurement Terms, only under all of the following conditions: (i) the Service Provider submits to the Purchaser a motivated written request to replace the specialist not later than 10 (ten) calendar days prior to the desired date of replacement of the specialist; (ii) the Service Provider specifies in the request another specialist that he proposes in place of the specialist specified in the Procurement Terms; (iii) the Service Provider submits, along with the request, all documents substantiating the compliance of the new specialist with the staff qualification, which is specified in the Procurement Terms; (iv) the Service Provider receives a written consent of the Purchaser to replace the specialist with a new specialist specified by the Service Provider. The Purchaser shall undertake to provide an answer not later than within 10 (ten) calendar days from the date of receipt from the Service Provider of the documents specified in this Point. For avoidance of doubts, the Parties agree that, following the fulfilment by the Parties of all conditions specified in this Point, a separate agreement on amendment of the Contract will not be entered into, and the documents referred to in this Point provided by the Parties to each other shall be considered an integral part of the Contract.

9.16. Failure to comply with the provisions of this Chapter shall be considered a material breach of the Contract.

## **10. TERMS OF PROVISION OF THE SERVICES, PROCEDURE OF TRANSFER-ACCEPTANCE OF THE SERVICES RESULT**

- 10.1. The procedure and deadlines for the provision of the Services are specified in Paragraph 5 of the SP of the Contract.
- 10.2. The Services are provided under the individual Orders placed by the Purchaser with the Service Provider, unless otherwise provided for in the Contract documents.
- 10.3. The Service Provider, having fulfilled the obligations provided for in the Contract, must apply to the Purchaser in writing for signing of a Deed of Transfer-Acceptance of the Services result.
- 10.4. A Deed of Transfer-Acceptance of the Services result must be drawn up in two copies of equal legal power, to be signed by the persons authorized by both Parties. The ownership of the Services result shall pass to the Purchaser from the date of signing a Deed of Transfer-Acceptance of the Services result.
- 10.5. The Purchaser has to sign a Deed of Transfer-Acceptance of the Services result not later than within the time term specified in Paragraph 5 of the SP of the Contract from a written request from the Service Provider if the quality of the Services meets the requirements set forth in the Contract. If it is found during the transfer-acceptance of the Services and/or of the Services result that the Services have been provided in inappropriate manner and the result of the Services does not comply with the requirements set forth in the Contract, the Purchaser shall have the right to refuse to sign a Deed of Transfer-Acceptance of the Services result by stating in writing the reasons for the decision taken (also indicating, if possible, the measures that must be taken by Service Provider in order for the quality of the Services to comply with the requirements of the Contract and in order for a Deed of Transfer-Acceptance of the Services result to be signed).
- 10.6. During the transfer-acceptance of the Services result, the Service Provider shall transfer to the Purchaser the ownership of all data and documents specified in Paragraph 5 of the SP of the Contract (if applicable). Until the Purchaser is provided with the documents and/or other information provided in the Procurement Terms (if applicable), the contractual obligations of the Service Provider shall be deemed not to have been fulfilled and the result of the Services has not been transferred.
- 10.7. If the Service Provider is late in providing the Services within the time terms set out in this Contract for reasons beyond the control of the Purchaser, the Service Provider shall, at the request of the Purchaser, pay the Purchaser penalties (default interest / fine) in the amount specified in Paragraph 5 of the SP of the Contract and shall indemnify the Purchaser for direct losses incurred as a result to the extent that they are not covered by penalties (default interest / fines). Upon the Purchaser's claim for damages, default interest / fine shall be included in the indemnity for losses.
- 10.8. By written agreement of the Parties, the deadlines for the Services provision can be changed if: (1) the Purchaser fails to perform or improperly performs his obligations under the Contract and, as a result, the Service Provider is unable to provide the Services; (2) additional instructions given and/or information provided by the Purchaser to the Service Provider affect the deadlines for the Services provision by the Service Provider; (3) any other obstacles attributable to the Purchaser and / or to third parties hired by Purchaser prevent the Service Provider from providing the Services in a timely manner; or (4) the actions of state or municipal institutions prevent the Service Provider from providing the Services in a timely manner; (5) during the performance of the Contract, circumstances, that have not been foreseen at the time of signing this Contract, become evident (unforeseen change of the Order placed by the Purchaser, acts or omissions of third parties attributable to the Purchaser, pre-trial or judicial disputes, changes in the provisions of legal acts related to the performance of the Contract, new circumstances, which necessitate the review of the quantity of the Order or the terms of delivery, become evident to the Purchaser, etc.)
- 10.9. The Parties shall undertake to immediately notify the other Party in writing of the occurrence of the circumstances specified in Point 10.8 of the GT of the Contract. In this case, the deadlines for providing the Services may be changed (extended) for a period which shall not exceed the period during which the circumstances referred to in the said Point continue.
- 10.10. The risk of damage during unloading to the Goods related to the Services, the risk of accidental destruction of or damage to the Goods up to the place of delivery of the Goods shall be borne by the Service Provider. The risk of damage to the Goods during unloading and / or performance of the Services (if performed by the Service Provider or by third parties related to him) shall be borne by the Service Provider, unless the SP of the Contract states otherwise.

## **11. USE, SUPPLY OR CONTRACT**

11.1. If during the provision of the Services the Service Provider has to take certain items of the Purchaser and, after having provided the Services, to return them to the Purchaser, or, for the purpose of providing the Services, the Purchaser provides the Service Provider with any movable property belonging to the Purchaser, without prejudice to the other provisions of the Contract, the following rules shall apply:

11.1.1. such items shall be transferred by the Purchaser to the Service Provider under EXW terms according to INCOTERMS 2010 at the place specified in writing;

11.1.2. the Service Provider shall, within the time terms specified in the Contract or otherwise established in writing, return the transferred items to the Purchaser under DDP terms according to INCOTERMS 2010 to the delivery place specified in writing;

11.1.3. such transfer of the Purchaser's items to the Service Provider does not give the Service Provider any management rights towards such items, except for the rights necessary for the performance of the Service Provider's obligations under this Contract.

11.2. If the Contract documents establish that, in providing the Services, the Service Provider must also supply to the Purchaser certain Goods and/or to perform certain Works for the benefit of the Purchaser, all provisions of this Contract setting out the procedure for the provision of the Services shall *mutatis mutandis* apply to such supply of Goods or performance of works (including deadlines and procedures for submitting quality notifications).

11.3. Without prejudice to the provisions of Point 11.2 of the GP of the Contract, the following special rules shall also apply to the supply of Goods under this Contract:

11.3.1. all Goods supplied to the Purchaser must be delivered under DDP terms according to INCOTERMS 2010, including expenses on unloading the Goods and related works (installation, commissioning, testing, calibration, programming, mounting and other works and services provided for in the SP of the Contract and / or without which the Purchaser would not be able to use the Goods for their direct purpose, therefore the Service Provider, being a professional in his field, had to foresee and include them in the Tender). The delivery address for the Goods is specified in Paragraph 5 of the SP of the Contract;

11.3.2. if the Goods are transferred to the Purchaser for direct use, rather than used to achieve the result of the provision of the Services, the procedures for acceptance-transfer and submission of claims regarding defects that have occurred during the transportation of the Goods, laid down in the Geneva Convention on the International Carriage of Goods by Road (CMR), are applied.

11.4. Without prejudice to the provisions of Point 11.2 of the GP of this Contract, the following special rules shall apply to the performance of works under this Contract:

11.4.1. the Service Provider shall perform construction survey works, design and contract work of construction in accordance with the requirements of the applicable legal acts and/or (if applicable) according to the requirements of the design task and technical project submitted by the Purchaser, and/or (if applicable) in accordance with the instructions of the Project Manager, Technical Supervisor or engineer appointed by the Purchaser;

11.4.2. If other types of work are performed under this Contract, the provisions of the Civil Code of the Republic of Lithuania, governing the procedure for performing such work, shall also apply to the procedure of performance thereof.

## 12. INTELLECTUAL PROPERTY RIGHTS

12.1. All results and related rights acquired during the performance of the Contract, including intellectual property rights, except for personal non-property rights towards the results of intellectual activity, shall be the property of the Purchaser, which passes to the Purchaser from the moment of transfer of the Services result without any restrictions, which the Purchaser may use, publish, transfer or pass to third parties without a separate consent of the Service Provider, unless otherwise provided for in the SP of the Contract, or ownership of the intellectual property rights cannot be transferred due to the nature of the Services and/or due to exclusive rights, patents, etc. of the Service Provider.

12.2. Any documents related to the Contract, except for the Contract itself, are the property of the Purchaser and, once the Service Provider finishes fulfilling his obligations, must be returned (together with all their copies), at the Purchaser's request, to the Purchaser.

12.3. The text of this Contract, except for the documents and data unilaterally concluded by the Service Provider, identifying the Service Provider, are the copyrighted work of the Purchaser. The procedures for concluding and executing this Contract constitute the good practice of the Purchaser. The Service Provider is granted only a non-exclusive, terminated right to use the text of the Contract only for the purposes of performance of this Contract. Any other use of the text of this Contract and / or of experience gained at the time the Purchaser applies the procedures for conclusion and performance of the Contract, in the activities of the Service Provider is only possible with a prior written consent of the Purchaser.

12.4. The Service Provider guarantees the indemnification of losses and / or damage to the Purchaser (including litigation costs) in respect of any claims arising from the infringement or suspected infringement of intellectual property rights (including defence in case of suspected infringement), unless such infringement (suspected infringement) arises through the fault of the Purchaser.

12.5. The Service Provider shall immediately notify the Purchaser that an action has been brought against him or any other claim for infringement or suspected infringement of any intellectual property right related to the Contract.

12.6. The Purchaser shall have the right to use at his own discretion the copyright objects created during the provision of the Services for the purposes related to the activities carried out by the Purchaser and for other purposes.

12.7. The Purchaser shall have the right to use, without any additional payment, the copyrighted objects created on the basis of the Contract both in Lithuania and abroad. The property copyrights to the copyright

objects created during the provision of the Services are transferred to the Purchaser for the entire period of validity of the copyright property rights established by legal acts.

12.8. If, during the provision of the Services, the Service Provider uses works of other authors to create copyrighted objects / the Service Provider uses other persons to create the copyrighted objects provided during the provision of the Services, the Service Provider is fully responsible to both the Purchaser and the individuals for the legality of the use and transfer of their works and other material intended for the production (creation) of copyright objects provided for during the provision of the Services to the Purchaser. The Service Provider shall be liable for claims or legal actions arising from relationship with authors and other third parties for copyright infringement related to the copyrighted objects transferred to the Purchaser during the provision of the Services, and shall undertake to indemnify the Purchaser for the losses incurred by him as a result.

12.9. The Service Provider shall not have the right, without a prior written consent of the Purchaser, to sell, transfer in any other way, disclose to third parties the copyrighted objects created under the Contract (including their working versions), nor he has the right to distribute / display these objects (their components) in any way and / or to use in any other way the copyright property rights established in the legal acts to the copyrighted objects created on the basis of the Contract (including their working versions).

### **13. CONFIDENTIAL INFORMATION**

13.1. The Purchaser shall make the Contract public in accordance with Paragraph 9 of Article 94 of the Law. The Parties agree not to disclose confidential information to any third party without the prior written consent of the Party having provided such information, nor to use confidential information for personal or third-party needs, except in cases where such information must be disclosed to a legal, financial or other professional / advisor or lender.

13.2. All information provided by the Purchaser to the Service Provider is considered confidential, unless the Purchaser confirms in writing that certain information provided is not confidential.

13.3. The following shall be also considered confidential information:

13.3.1. information expressed in electronic form, in writing or otherwise, received during the performance of the Contract;

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

13.4. A person to whom the Party discloses confidential information must assume confidentiality obligations under the provision of this Article, and use such information only for the purpose for which it has been provided. The provisions of this Article shall not apply to information which is or becomes publicly available or which has been received after disclosure or must be disclosed in accordance with the requirements of legal acts. Instructions for the supply and use of the Goods supplied together with the Services, other similar information, shall not be considered confidential information either. The Party in breach of the obligations under this Contract, specifically - to protect confidential information and not disclose it, must indemnify the other Party for the damages caused by the breach of this Contract, and take all reasonable steps to remedy the consequences of such disclosure as soon as possible.

13.5. The Parties know, agree and undertake not to disseminate, publicize or pass confidential information to third parties, to use this information only for the purpose of performance of the Contract, and upon expiration or termination of the Contract return confidential information to the other Party or destroy the information provided.

13.6. The Party in breach of the confidentiality obligation under the Contract shall undertake to pay, at the reasonable request of the other Party, a fine of 3,000.00 EUR (exclusive of value added tax), and indemnify the other Party for all direct and indirect losses incurred, to the extent that they are not covered by the fine imposed.

13.7. The Purchaser can use all information received during the performance of the Contract for the purposes of the activities of its company and / or of the company directly or indirectly controlled by the Purchaser and / or of the Purchaser's directly or indirectly controlling company, and this will not be considered an infringement.

13.8. If provided for in the SP of the Contract, the Service Provider will have to sign a separate confidentiality agreement, which may lay down other provisions governing confidential information.

### **14. RESPONSIBILITY OF THE PARTIES, *FORCE MAJEURE* CIRCUMSTANCES**

14.1. The Parties declare that the penalties provided for in this Contract are considered to be fair and minor, and agree that they should not be reduced, regardless of whether part of the obligation has been fulfilled. The Parties also recognize that the amount of the said penalties is considered to be the minimum undisputed amount of damages suffered by the affected Party, which the other Party must compensate to the affected Party for the breach of (non-compliance with) the Contract, without requiring evidence of the amount of damages.

14.2. The Parties shall be liable for non-fulfilment or improper fulfilment of their contractual obligations in accordance with the procedure established in this Contract and legal acts. Damage compensation and payment of penalties shall not exempt the Party from the proper performance of the provisions of the Contract.

14.3. Upon the Purchaser's claim for damages, penalties shall be included in the damages. Penalties apply on the amounts specified in the Contract, exclusive of VAT.

14.4. Penalties that the Party is obliged to pay on the basis of the Contract must be paid within 10 (ten) days from the date of receipt of invoice issued to pay them or of another document expressing the claim for the payment of penalties. Damages that the Party is obliged to compensate on the basis of this Contract must be paid within 10 (ten) days from the date of receipt of the written claim.

14.5. If the Party fails to perform or improperly performs its obligations under the Contract, then it is in breach of the Contract. In the event of breach of the Contract by the Party, the other Party shall have the right to use any legal remedies, including, but not limited to: to require the proper performance of contractual obligations; to claim damages; to use the Contract performance security, if such a requirement was specified in the Procurement Terms; to demand payment of penalties and damages of the amount specified in the SP of the Contract; to terminate the Contract due to a material breach of the Contract.

14.6. In the absence of grounds for withholding payment, the Purchaser, having not paid the Service Provider for the Services within the time term specified in Paragraph 6 of the SP of the Contract, shall, at the request of the Service Provider, pay for each day of delay default interest at the rate of 0.05% of the amount not paid on time. Breach of the Service Provider's contractual obligations shall be considered as a ground for withholding payment.

14.7. The Party shall be exempted from liability for non-performance of the Contract if it proves that the Contract has not been performed due to circumstances which were beyond its control and which it could not reasonably foresee at the time of the conclusion of the Contract, and that it could not prevent the occurrence of those circumstances or their consequences. The fact that there are no goods on the market that are necessary for the performance of the obligation, the Party to the Contract does not have the necessary financial resources or the debtor's contractors are in breach of their obligations is not considered force majeure. The Parties understand the force majeure circumstances the way they are regulated by Article 6.212 of the Civil Code of the Republic of Lithuania, and by the Rules for exemption from liability in case of force majeure circumstances approved by the Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996, to the extent that they do not contradict the Civil Code of the Republic of Lithuania.

14.8. The Party unable to perform the Contract due to force majeure circumstances must immediately, but not later than within 3 (three) days from the occurrence of such circumstances, notify the other Party in writing by providing evidence that it has taken all reasonable precautions and made every effort to reduce expenses or adverse consequences, and also notify of a possible deadline for the fulfilment of the obligations. Notification is also required when the grounds for default cease to exist. At the request of the Purchaser, the Seller, seeking to prove the force majeure circumstances, must submit a certificate issued on the basis of the Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 on the Approval of the Description of the Procedure for Issuing Certificates Certifying the Circumstances of Force Majeure, or on the basis of the relevant legislation replacing it.

14.9. The ground for exempting the Party from liability shall arise from the moment of occurrence of force majeure circumstances, or, if no notification has been submitted on time, from the moment of notification. If the Party fails to send a notification in a timely manner or fails to inform about force majeure circumstances, that prevent it from fulfilment of its obligations under the Contract, it must compensate the other Party for the damage suffered as a result of the late notification or because there was no notification at all.

14.10. In the event of force majeure circumstances, the Parties shall be exempted from liability for non-fulfilment of contractual obligations, their partial non-fulfilment or improper fulfilment, and the deadline for fulfilling the obligations shall be extended. If the circumstance, which makes it impossible to perform the Contract, is temporary, then the Party shall be exempted from liability only for a period that affects the performance of the Contract. If the force majeure circumstances continue for more than 6 (six) months, either Party shall have the right to terminate this Contract unilaterally, after having notified the other Party thereof in writing 30 (thirty) calendar days in advance. After the Contract is terminated on this basis, the Parties must pay to each other not later than within 30 (thirty) calendar days from the date of termination of the Contract and to fulfil other obligations under the Contract.

## **15. SECURITY OF THE CONTRACT PERFORMANCE**

15.1. The provisions of this Paragraph shall apply if the SP of the Contract provides that, to ensure the proper performance of the Contract, the Service Provider must provide a guarantee of proper performance of the Contract.

15.2. The Service Provider shall, not later than within 5 (five) working days from the date of signing this Contract, provide the Purchaser with a Contract performance guarantee in the amount specified in the SP of the Contract, and which should be valid for at least the duration of this Contract. In the event that the term of the Contract guarantee may expire during the term of the Contract, the Service Provider must submit to the Purchaser, not later than 5 (five) working days before the expiry of the guarantee, a new Contract guarantee, or must extend the existing one for the remaining term of the Contract. In all cases, the Contract guarantee must be valid continuously for the entire duration of the Contract.

15.3. In cases where, at least 2 (two) working days until the expiration of the term of the Contract guarantee, the Service Provider has not yet provided a new Contract guarantee or does not extend the existing one for the term specified in Point 15.2 of the GP of the Contract, this shall be considered a material breach of the Contract, and the Purchaser shall reserve the right to use a valid Contract guarantee.

15.4. Unless otherwise provided for in the SP of the Contract, the Contract guarantee must be in the currency used for settlement between the Parties.

15.5. The Contract guarantee must specify that the guarantor shall unconditionally and irrevocably undertake to pay the Purchaser an amount not exceeding the amount specified in the Contract guarantee, within 7 (seven) working days from the first written notification of the Purchaser to the guarantor about breach, partial or total non-fulfilment or improper fulfilment of the Service Provider's obligations under the Contract. The guarantor shall have no right to require the Purchaser to substantiate his claim. The Purchaser will indicate in the notification to the guarantor that he owns the amount of the Contract guarantee because the Service Provider has partially or completely failed to fulfil the terms of the Contract or has otherwise violated the Contract. The Purchaser shall not undertake to prove the actual losses incurred, and by signing the Contract and by submitting the Contract guarantee the Service Provider confirms that the amount of the Contract guarantee should be considered as the minimum unprovable loss of the Purchaser.

15.6. If the Service Provider violates the established obligations under the Contract and annexes thereto, partially or completely fails to fulfil the obligations (or fails to fulfil them properly), the Purchaser shall use the Contract performance guarantee. In order to continue to fulfil the obligations under the Contract, the Service Provider must provide the Purchaser within 5 (five) working days with a new Contract guarantee in the amount specified in the SP of the Contract. Subsequent amendments or additions to the Contract or other related documents shall not affect the performance or scope of the guarantor's obligations. The letter guaranteeing the performance of the Contract cannot specify that the amount of the paid-out sum of the Contract performance guarantee depends on the amount of the Purchaser's losses, direct or indirect losses, forms of fault of the Service Provider, other objective or subjective circumstances, nor it may specify that the amount of the guarantee decreases in proportion to the amount of work performed / Services provided / Goods delivered by the Service Provider. If at least one of these conditions occurs - the Service Provider has not fulfilled, partially fulfilled or improperly fulfils (fulfilled) the contractual obligations - the amount requested by the Purchaser, not exceeding the amount of the Contract guarantee specified in the SP of the Contract, shall be paid out, without requiring the Purchaser to provide evidence of losses incurred.

15.7. The Purchaser shall return the Contract guarantee to the Service Provider (if a paper original was submitted) not later than within 30 (thirty) calendar days from the moment of receipt of the Service Provider's request and from the date of completed fulfilment of the obligations assumed under this Contract.

15.8. If the Service Provider fails to provide the Contract guarantee within the term specified in Point 15.2 of the GP of the Contract, the Purchaser shall have the right to unilaterally terminate this Contract without giving prior notice and without indemnifying the Service Provider for the losses incurred by the latter as a result of the unilateral termination of the Contract. If, in accordance with the provisions of the SP of the Contract, the Contract shall enter into force from the moment the Service Provider provides the Purchaser with the Contract guarantee, this provision of the Contract regarding termination of the Contract shall not apply, and the Service Provider shall be deemed to have refused to conclude the Contract.

## **16. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT**

16.1. The moment of entry into force of the Contract and its term of validity are specified in the SP of the Contract.

16.2. During the term of the Contract, the terms of the Contract may not be amended, except for such terms of the Contract the amendment of which is provided for in the Contract and / or is possible in accordance with the Law. Amendments to the terms of the Contract shall be formalized by written agreements of the Parties, which are an integral part of the Contract.

16.3. Amendments to the Contract that are technical by their nature (for example, details of the Parties, errors) and adjustment of individual terms of the Contract performance in the circumstances provided for in the Contract shall not be considered amendment to the terms of the Contract.

16.4. Amendment to the terms of the Contract may be initiated by either Party by submitting a request to that effect and supporting documentation to the other Party. The Party having received such a request must examine it within 20 (twenty) calendar days and provide a reasoned written answer to the other Party.

16.5. The Purchaser may suspend the performance of the Contract or part thereof for such time and in such a manner as he deems necessary. If the suspension period lasts more than 30 (thirty) calendar days, the Service Provider shall have the right to request permission to resume the performance of the Contract, and if the Purchaser does not give such a permission within 10 (ten) calendar days from the respective approach by the Service Provider, the Service Provider shall have the right to terminate the Contract after having notified thereof 10 (ten) calendar days in advance.

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

16.7. The Purchaser shall have the right to unilaterally terminate this Contract at any time, without the fault of the Service Provider, without going to court after having notified the Service Provider thereof in writing 30 (thirty) calendar days in advance, notwithstanding the fact that the Service Provider has already commenced performance of the Contract. In this case, the Service Provider shall be paid only for the Services that have been actually provided in a proper manner before the date of termination of the Contract, and the Service Provider shall be paid no compensation or indemnified for no losses.

16.8. The Purchaser shall have the right to unilaterally terminate the Contract, without going to court, after having notified the Service Provider thereof in writing 5 (five) calendar days in advance if the Service Provider is materially in breach of the Contract. A breach of the Contract by the Contractor shall be considered material if:

16.8.1. the Services provided do not meet the requirements specified in the Contract and the Service Provider does not rectify the deficiencies in the provision of the Services within the term specified in the Contract;

16.8.2. the Service Provider more than twice in a row missed the deadline for the provision of the Services, if the provision of the Services is continuous by its nature;

16.8.3. if the Services are not permanent by their nature, and the Service Provider fails to comply with the deadline for the provision of Services which is set forth in Paragraph 5 of the SP of the Contract and there is a delay of more than 30 days calculating from the scheduled end date;

16.8.4. the qualification of the Service Provider has become non-compliant with the requirements of this Contract and such non-compliances have not been rectified within 14 (fourteen) calendar days from the date on which the qualification became non-compliant;

16.8.5. bankruptcy or restructuring proceedings are instituted against the Service Provider, or out of court bankruptcy proceedings are conducted, procedures of compulsory liquidation or arrangement with creditors have been initiated, or he is subject to similar procedures under the law of the country in which he is registered, the Purchaser becomes aware of other enforcement of the Service Provider's creditors' rights, which may have a material effect on the Service Provider's ability to continue to perform the Contract, and/or the court conviction is adopted and becomes effective in respect of the Service Provider for the crimes defined in the European Union legislation listed in Article 45 (1) of Directive 2004/18/EC of the European Parliament and of the Council of 31 March 2004 on the coordination of procedures for the award of public works contracts, public supply contracts and public service contracts;

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

16.8.7. the Service Provider violates the provisions of the Contract regarding reliance on the capacity of other entities;

16.8.8. there are other circumstances provided for in Article 6.217 of the Civil Code of the Republic of Lithuania.

16.9. Upon termination of the Contract by the Purchaser after a material breach of the Contract by the Service Provider, or upon unreasonable termination of the Contract by the Service Provider and if the SP of the Contract does not provide that proper performance of the Contract is ensured by means of the Contract guarantee, the Service Provider shall, at the request of the Purchaser, pay to the Purchaser a fine at the rate of 10 (ten) % of the price of the Services, and shall indemnify for direct losses related to the termination of the Contract. Upon the Purchaser's claim for damages, the amount of the fine shall be included in the damages.

16.10. The Contract also may be terminated by the Purchaser's unilateral statement of termination of the Contract after notifying the Service Provider thereof and stating the reasons for terminating the Contract not later than 30 (thirty) calendar days in advance in the following cases:

16.10.1. the Contract has been amended in violation of Article 97 of the Law;

16.10.2. when it turns out that the Service Provider, with whom the Contract has been concluded, had to be excluded from the Procurement Procedure in applying *mutatis mutandis* Article 46(1) of the Law on Public Procurement, which is applies together with Paragraph 1 of Article 59 of the Law;

16.10.3. when it turns out that the Contract with the Service Provider should not have been concluded because the Court of Justice of the European Union has recognized in proceedings under Article 258 of the Treaty on the Functioning of the European Union that the obligations under the Treaties establishing the European Union and Directive 2014/25/EU have not been fulfilled.

16.11. The Service Provider shall assume the risk that, following the termination of the Contract on the grounds of substantial breach of the Contract, the Service Provider may be included in the list of unreliable suppliers In accordance with the procedure established by the legal acts in force in the Republic of Lithuania.

16.12. Upon the termination of this Contract on any grounds, the Parties shall undertake:

16.12.1. to take all measures to reduce the losses that they suffer as a result of the termination of the Contract;

16.12.2. to provide the other Party, within 10 (ten) calendar days from the date of receipt of the notification of termination of the Contract, all documents necessary for full settlement under this Contract (until the date of termination of the Contract);

16.12.3. to pay for the appropriate, quality Services delivered before the termination of the Contract and complying with the requirements of the Contract.

## **17. FINAL PROVISIONS**

17.1. The Parties agree that the Purchaser shall have the right to transfer the rights and obligations arising from the Contract to a third party without a written consent of the Service Provider, if, in accordance with the procedure established by legal acts, if reorganization, liquidation, restructuring or bankruptcy proceedings in respect of the Purchaser have been initiated, or the legal status of the Purchaser changes, or the Purchaser's functions or part thereof, are taken over, on the basis of the transaction, by a third party. From the moment of taking over the rights and obligations, the successor of the rights and obligations of the Purchaser shall become a Party to the Contract which takes over all rights and obligations assumed by the Purchaser on the basis of this Contract. At the request of the Service Provider, the Purchaser shall provide the Service Provider with documents confirming the financial capacity of the third party taking over the rights and obligations of the Purchaser, and other necessary documents.

17.2. The Parties agree that, after the reorganization of the Purchaser's company in accordance with the procedure established by legal acts, or after the legal status of the Purchaser has changed, from the moment of taking over the rights and obligations, the successor of the rights and obligations of the Purchaser shall, without a written consent of the Service Provider, become a Party to the Contract which takes over all rights and obligations assumed by the Purchaser on the basis of this Contract. The Parties hereby declare and confirm that such transition of the Purchaser's rights and obligations is not an innovation in accordance with the provisions of Section 3 of Paragraph I of Book VI of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Contract. The Parties agree that the Purchaser or successor of his rights and obligations shall inform the Service Provider in accordance with the procedure established by legal acts about the taking over of the rights and obligations, which is established in this Point, and the Parties shall conclude no separate amendment to the Contract.

17.3. The Service Provider can be replaced due to reorganization, liquidation, restructuring or bankruptcy proceedings in respect of the Service Provider have been initiated, or the legal status of the Service Provider changes, or the Service Provider's functions or part thereof are taken over, on the basis of the transaction, by a third party. The Service Provider must, not later than 30 (thirty) working days before the moment of taking over the rights and obligations of the Service Provider inform the Purchaser thereof in writing and submit, along with the said letter, documents attesting to the qualification of the successor of the rights and obligations of the Service Provider. The successor of the rights and obligations of the Service Provider must have at least the same qualification as the Service Provider with whom the Contract has been concluded, assessing the qualification according to the criteria set out in the Procurement Terms. Upon receipt of the Service Provider's letter together with all documents confirming the qualification of the successor of the rights and obligations of the Service Provider, the Purchaser shall, not later than within 10 (ten) working days, evaluate the content of the submitted documents and shall express in writing the agreement or refusal to agree to the replacement of the Party to the Contract. If the Purchaser agrees to the replacement, an amendment to the Contract shall be signed. The Parties hereby declare and confirm that such transition of the Service Provider's rights and obligations is not an innovation in accordance with the provisions of Section 3 of Paragraph I of Book VI of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Contract. The Service Provider does not acquire the right to transfer his rights or obligations under this Contract to a third party without a prior written consent of the Purchaser. Failure to comply with this condition shall be considered a material breach of the Contract.

17.4. The Party shall acquire no right to transfer its obligations under this Contract to a third party without a written consent of the other Party. This restriction on the transfer of obligations does not apply in cases where, due to transfer of the functions of the Purchaser or of a part thereof, obligations that arise for the Purchaser on the basis of this Contract, are transferred to another Contracting Authority - associated persons of the Purchaser which meet at least one of the criteria established in Paragraph 8 of Article 2 of the Law on Corporate Income Tax of the Republic of Lithuania.

17.5. All notifications and other information between the Parties under this Contract shall be made in writing, and shall be deemed to have been duly served if they have been served in person, have been sent through courier, by registered post or other means specified in the Annexes to the SP of the Contract to the addresses specified in those Annexes.

17.6. The Parties shall designate contact persons for communication, the details of whom are specified in Annex 1 to the SP of the Contract.

17.7. Each Party must notify the other Party within 5 (five) working days of change in the address, details, contact persons which/who are specified in the SP of the Contract. Prior to notification of change in the address, all notifications and other correspondence sent to the address specified in this Contract shall be deemed to have been duly served.

17.8. Any relationship between the Parties arising from this Contract and not discussed in its terms shall be regulated by the laws and other legal acts of the Republic of Lithuania.

17.9. The Parties shall undertake to resolve all disputes concerning the implementation of this Contract through negotiation. If the Parties are unable to resolve these disputes through negotiation, they shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by legal acts.

17.10. Prior to conclusion of the Contract, the Parties may agree in the SP of the Contract on other provisions of the Contract not mentioned in the GP and/or SP of the Contract, which do not contradict the Procurement Terms and the provisions of the Law.

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

17.12. The Parties agree that, during the provision of the Services, the Service Provider shall provide the Purchaser with the final documents related to the provision of the Services and other material only in Lithuanian. If the relevant final documents and other material required for the provision of the Services are provided in a language other than Lithuanian, then the Service Provider must attach to such documents a translation of the document into Lithuanian, signed by the translator and stamped by the translation bureau.

17.13. The Purchaser may also specify in the SP of the Contract and/or in the Technical Specification which additional documents, in addition to those required in Point 17.12 of the GP of the Contract, shall be provided in Lithuanian or another language acceptable to the Purchaser.

17.14. In the event that the Service Provider does not comply with the requirements specified in Points 17.12 and/or 17.13 of the GP of the Contract (will provide documents in a language other than Lithuanian and such a document will not be accompanied by a document translated into Lithuanian and signed by the translator and stamped with a stamp of translation bureau), the Purchaser will have the right to translate the said documents at his own expense without giving a separate notice, and, in this case, will reduce an amount payable for the Services provided with the amount of the actual expenses related to the translation services.

17.15. By concluding this Contract, the Parties confirm that they are aware that the General Data Protection Regulation may affect the implementation of this Contract. The Parties agree that, in the event the need arises to process, transfer and share personal data in any way between the Parties, this Contract and/or Annexes thereto may be amended and / or a separate agreement to the Contract on general data processing shall be signed shall be signed in order to ensure compliance with the General Data Protection Regulation. The Parties agree, when the need to do so arises, to review and/or amend the Contract and/or annexes thereto, and/or sign an additional agreement, and take other necessary measures to ensure compliance with the requirements of the General Data Protection Regulation.

17.16. The titles of the paragraphs / chapters of the Contract are for the convenience of the Parties only, in referring to them, and cannot be used unambiguously in interpreting the provisions of the Contract.

17.17. The Contract is made in two copies of equal legal power; one copy for each Party.

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