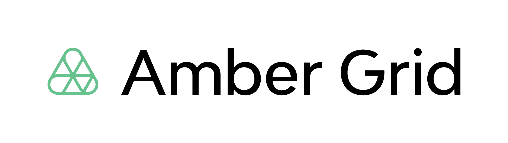
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**AGREEMENT ON THE PURCHASE AND SALE OF SERVICES NO.**

**SPECIAL CONDITIONS OF THE AGREEMENT**

Click or tap here to enter text., represented byClick or tap here to enter text., acting according toClick or tap here to enter text. (hereinafter - **the Buyer)**,

and

Click or tap here to enter text., represented byClick or tap here to enter text., acting according toClick or tap here to enter text. (hereinafter - **the Supplier)**,

on the basis of the proposal submitted by the Supplier and the results of the Procurement, have entered into the following Sale and Purchase Agreement (hereinafter - **the Agreement**). The Buyer and the Supplier jointly hereinafter referred to as - **the** **Parties** and any of them separately as - **a Party**.

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| **1. Subject matter of the Agreement and Procurement details** | |
| 1.1. The Supplier undertakes to provide the Buyer with the services specified in the Supplier's proposal, which meet the requirements of the Technical Specification (hereinafter - **the Services**), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services provided and pay for them in accordance with the procedure and terms specified in the Agreement.  1.2. Subject matter of the Agreement (Name of the Procurement): (VPP-662) Inspection of gas leaks in main gas pipelines by flying.  1.3. Method and number of Procurement: published call for negotiations, No. | |
| **2. The price of the Agreement and payment procedures** | |
| 2.1. Method of calculating the Agreement price: fixed rate. | |
| 2.2. Agreement price is the maximum amount of funds available for the Procurement: | 740.000,00 **EUR excluding VAT**  Click or tap here to enter text. VAT  Click or tap here to enter text. EUR including VAT |
| 2.3. The Buyer shall pay the Supplier Services no later than within 30 days of receiving a duly submitted invoice.  *(*2.4. The Buyer shall have the right, if necessary, to purchase from the Supplier additional services not specified in the Agreement but related to the object of purchase (not exceeding 10 (ten) percent of the price of the Agreement , the value of which is included in the Agreement price specified in clause 2.2. For services not specified in the Agreement, but related to the object of purchase, shall be paid for at prices not higher than the prices of these services valid on the date of the order as indicated at the supplier's point of sale, in the catalogue, or on the website, or, if such prices are not published, at competitive and market-based prices offered by the supplier. | |
| **3. Entry into force of the Agreement, Duration/Terms of Service Provision, Extension of the Agreement** | |
| 3.1. Additional conditions for entry into force of the Agreement: not applicable.  3.2. The Supplier shall provide the Services 36 months from the date of entry into force of the Agreement.  The Services shall be provided until the expiry of the period specified in clause 3.2 of the Agreement or until the Agreement price specified in the Agreement has been reached, whichever is the earlier. The terms for the provision of individual Services are set out in the Technical Specification. | |
| **4. Sub-supplying** | |
| 4.1. Direct payment option with sub-suppliers is foreseen, the draft tripartite agreement is enclosed. | |
| **5. Performance bond secured by a bank guarantee or written surety** | |
| 5.1. Performance bond secured by a bank guarantee or written surety: does not apply | |
| **6. Penalties (fines/default interest)** | |
| 6.1. The penalties specified in the General Conditions of the Agreement shall apply to the Agreement.  6.1.1. If the Purchaser finds a violation of the procedure for changing the persons performing the Agreement, the Supplier shall, at the Purchaser's request, pay a fine of 100 EUR (one hundred) for each separate case of violation. Payment of the fine does not grant the right to provide the Services to persons who do not meet the established requirements.  6.1.2. Upon termination of the Agreement due to a material breach of the Agreement by a Party, the other Party shall have the right to demand payment of a fine equal to 5 (five) percent of the Initial Agreement value, but not less than 3,000 EUR (three thousand euros). | |
| **7. Other terms of the Agreement** | |
| 7.1. Requirements for compliance with the Law on the Protection of Objects of Importance to Ensuring National Security:  7.1.1. Applicable if the compliance of the Supplier's/sub-suppliers' employees is checked:  Employees of the supplier and/or sub-suppliers who will need unescorted access to facilities or property managed by the Company that are important for ensuring national security must meet the criteria specified in Article 17(2) clauses 1-8 and 10-11 of the Law on the Protection of Objects of Importance to Ensuring National Security. The supplier undertakes to submit the consent of such persons to be checked and documents confirming that there are no circumstances specified in Article 17(2) clause 3 and 7 of the Law on the Protection of Objects of Importance to Ensuring National Security.  7.1.2. Applicable if a transaction (Agreement) check is performed:  In cases where the Buyer applies to the Commission for the Coordination of the Protection of Objects Important to National Security (hereinafter - the Commission) for verification of the transaction's compliance with national security interests, and the Commission and/or the Government of the Republic of Lithuania impose additional obligations/recommendations, the Supplier undertakes to comply with them. Obligations/recommendations:  *[to be completed upon receipt of obligations/recommendations from the Commission and/or the Government of the Republic of Lithuania]*  7.2. If the Supplier violates the requirements of the Agreement and/or Technical Specifications and, after the Purchaser submits a written request to remedy the violation and/or deficiencies, fails to remedy the violation and/or deficiencies within 10 days of receiving the request, this shall be considered a material breach of the Agreement. For the purposes of this clause, the following actions or omissions by the Supplier shall be, inter alia, considered breaches:  7.2.1. fails to perform the Services in accordance with the rules of visual flights and/or fails to comply with the requirements specified in the Technical Specification, including DVGW Technical Rule G 501: Airborne Remote Gas Detection Methods or other equivalent valid European Union document requirements;  7.2.2. fails to perform gas leak checks in full in accordance with the agreed Service Schedule and/or failure to check each gas pipeline separately in cases where this is required by the Technical Specification;  7.2.3. fails to identify and/or notify the Purchaser of particularly large gas leaks immediately, but no later than within 5 days of their detection, and/or fails to provide the mandatory data (leak extent, coordinates in the LKS-94 system, aerial photographs of the leak location);  7.2.4. fails to provide the Purchaser with a report and/or data sets within the deadlines specified in the Technical Specification and/or provides a report without the mandatory data necessary for the use of the Services (including coordinates in the LKS-94 system, leak intensity, analysis, aerial photographs, methodology and, if applicable, conversion methodology);  7.2.5. fails to transfer to the Purchaser all data and results collected and/or created under the Agreement to the extent and within the time limits specified in the Agreement, and/or fails to fulfil the obligation to destroy copies of the data when provided for in the Agreement, or fails to submit a document confirming the destruction of the data. | |
| **8.** **Price (rate) conversion** | |
| 8.1. Chapter Applicable (see also clauses 2.1.3-2.1.7 of the General Conditions)  8.2. The recalculation (change) of the price (rates) of the services provided for in the Agreement may be initiated not earlier than 6 (six) months after the date of conclusion of the Agreement, if the change in the prices of Consumer goods and services (*k*), exceeds 10 (ten) per cent.  8.3. Consumer price index applicable to the agreement – 127 SERVICES NOT ELSEWHERE CLASSIFIED (applicable to values „*k*“, „*Indnaujausias*“, „*Indpradžia*“).  8.4. On the date of conclusion of the Agreement, the consumer price index 127 SERVICES NOT ELSEWHERE CLASSIFIED is *Click or tap here to enter text., Click or tap here to enter text.* | |
| **9. Annexes** *(delete those that are no longer relevant)* | |
| 1. Technical Specification  2. General Conditions of the Agreement.  3. Supplier's proposal form.  4. Draft tripartite agreement.  5. Confidentiality obligation  *Note: Procurement documents, their revisions and explanations, are published at Click or tap here to enter text..* | |
| **10. Responsible persons** | |
| 10.1. The Parties shall designate the following responsible persons to deal with matters relating to the performance of the Agreement, who shall have the right to sign letters arising out of the performance of the Agreement, but shall not have the right to modify and/or amend the terms of the Agreement (except where such persons are authorised to do so):   |  |  | | --- | --- | | **Buyer’s responsible person:** | **Supplier’s responsible person:** | | Position, name, surname | Position, name, surname | | Telephone | Telephone | | E-mail | E-mail |   10.2. The person appointed by the Buyer shall be responsible for making the Agreement and amendments thereto public: Click or tap here to enter text. | |

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| **Buyer**  Address: Laisvės pr. 10, Vilnius LT-04215  Company code: 303090867  VAT code: LT100007844014  Bank account No. LT71 7044 0600 0790 5969  Bank: AB SEB bank  Bank code: 70440  Tel. No. +370 5 236 0855  E-mail: info@ambergrid.lt | **Supplier**  Address:  Company code:  VAT code:  Invoice No.  Bank:  Bank code:  Tel. No.  Email: |
| [name, surname]  [Position] | [name, surname]  [Position] |

Date to be indicated when the agreement is not signed by e-signature

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