|  |
| --- |
| **PROCEDURE FOR RENTING EQUIPMENT OF THE E-TICKETING SYSTEM**   1. In the cases provided for in the Contract for the public transportation of passengers, additional units of e-ticketing equipment may, at the request of the Carrier, be granted to the Carrier on a lease basis. 2. Additional units of e-ticketing equipment shall be leased to the Carrier only for the provision of public passenger services. 3. The prices for the rental of e-ticketing equipment, installation and dismantling services of this equipment shall be calculated and set in the lease agreement in accordance with the decision of the Vilnius City Municipality Council no. 1-283 of 22 November 2023 "On the approval of the methodology for renting e-ticketing equipment of the municipal enterprise "Susisiekimo paslaugos" and determining the prices for related services" approved by the methodology of municipal enterprise "Susisiekimo paslaugos" for determining rates. 4. A carrier intending to lease additional units of e-ticketing equipment for the provision of public passenger transportation services must submit a request to the Authorized Body stating:    1. The carrier's details and contact details;    2. The desired number of pieces of additional e-ticketing equipment for rent;    3. The desired rental period of equipment. 5. If the Authorized Body refuses to lease the equipment, the Authorized Body shall, within 5 (five) working days of receipt of the Carrier's request, notify the Carrier in writing of the request and indicate the reasons for the refusal. 6. Additional units of e-ticketing equipment shall be leased to the Carrier and the Authorized Body by signing a Contract for rental of e-ticketing equipment in the attached form, which specifies the essential conditions for the rental of e-ticketing equipment (attached). 7. A carrier renting additional units of e-ticketing equipment shall be prohibited from:    1. subleasing rented equipment or otherwise allowing other persons to use it;    2. carrying out self-refurbishment, repair or relocation of equipment. 8. The Authorized Body shall have the right to carry out checks on the use of the hired equipment, during which it is assessed whether the equipment is being used for its intended purpose or whether the prohibited acts referred to in paragraph 7 of this procedure have not been carried out with the equipment. The inspections carried out can be scheduled or unscheduled. The Carrier must cooperate and enable the representatives of the Authorized Body to carry out checks on the use of the leased e-ticketing equipment in the vehicles designated by the Authorized Body. 9. This procedure may be amended by order of the Director of the Authorized Body. |

**Municipality Authorized Body Carrier**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

*Annex to the Procedure for Renting Equipment for the E-ticketing System*

**RENTAL AGREEMENT FOR E-TICKETING EQUIPMENT NO.\_\_\_\_ \_\_\_\_\_\_\_\_**

of \_\_\_\_/ \_\_\_\_\_\_\_\_\_\_/ 202\_\_\_\_

Vilnius

**Municipal enterprise "SUSISIEKIMO PASLAUGOS"**, legal entity code 124644360, address Laisvės pr. 10A, Vilnius, represented by [to be inserted], acting in accordance with [to be inserted] (hereinafter referred to as **"Lessor"),**

and

**[to be inserted]**, legal entity code [to be inserted], address [to be inserted], represented by [to be inserted] acting in accordance with [to be inserted] (hereinafter referred to as **“Lessee”),**

hereinafter “the Lessor” and “the Lessee” jointly referred to as the "**Parties**" and each separately as the “**Party**”,

Considering that:

(1) The Carrier, the Administration of Vilnius City Municipality and the Municipal Enterprise "SUSISIEKIMO PASLAUGOS” SĮ have concluded Contract No. [to be inserted];

2) The municipal enterprise "SUSISIEKIMO PASLAUGOS" SĮ provides e-ticketing equipment for servicing routes free of charge according to the number of vehicles approved in the vehicle release plan and the reserve of vehicles calculated from this figure (i.e. 10 (ten) percent of the number of vehicles required to service the routes provided for in the vehicle release plan). Additional units and components of e-ticketing equipment shall be provided to the Carrier on the basis of this lease contract;

(3) The municipal enterprise "SUSISIEKIMO PASLAUGOS" SĮ has implemented a Smart Integrated Payment Platform with the necessary infrastructure and hardware, which has been transferred for management to the carriers operating in the Vilnius public transport system;

(4) The Carrier requires additional units and components of e-ticketing equipment in excess of the amount of equipment provided free of charge;

(5) On \_\_ \_\_\_\_\_\_\_\_\_ 202\_, the Carrier filed application No. [to be inserted] for the rental of additional units of e-ticketing equipment,

concluded the following Rental Agreement for the Lease of E-Ticketing Equipment (hereinafter “**the Agreement”**) and agreed:

1. **TERMS OF AGREEMENT**
   1. For the purposes of this Agreement, the following terms shall have the following meanings:
      1. **Ticket reader** shall mean a ticket reader (RFID with VHF and cEMV reading and 2D reader module with fasteners and other parts).
      2. **On-board computer** shall mean an on-board computer with a driver console, antenna, necessary connectors, vehicle network nodes, fastenings and other parts.
      3. **Working day** shall mean any day except Saturday and Sunday and other  
         public holidays in the Republic of Lithuania, as provided for in the Labour Code of the Republic of Lithuania  
         .
      4. **Day** shall mean a calendar day.
      5. **Equipment** shall mean ticket readers and on-board computers combined.
      6. **Services** shall mean on-board computer installation service, on-board computer removal service, ticket reader installation service and ticket reader removal service together.
   2. Unless the context of the use of the term states otherwise, in the Agreement: the masculine words used include words used in the feminine lineage and vice versa; words used in the singular form include words used in the form of a plural and vice versa; references to chapters, items, tables or annexes means references to chapters, clauses, tables of the Contract, or annexes, unless expressly stated otherwise; references to the Contract also imply references to the Contract and to its Annexes; any reference to the legislation is understood as a reference to the relevant legislative version, unless expressly provided otherwise; the titles of the items and other provisions shall be written solely for the sake of convenience and shall not affect the interpretation of the Agreement.
2. **SUBJECT-MATTER OF THE AGREEMENT**
   1. The subject-matter of the Agreement consists of:
      1. Ticket scanner rental with installation service and maintenance;
      2. On-board computer rental with installation service and maintenance;
      3. On-board computer removal service;
      4. Ticket reader removal service.
   2. The Lessor shall lease to the Lessee [**to be inserted**] units of on-board computers and [**to be inserted**] units of ticket readers according to the attached list for [**to be inserted**] \_\_\_\_\_\_\_\_ 202\_\_month(s) starting the rental term from the \_\_th day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_ 202\_[**to be inserted**].
   3. The value per unit of equipment leased by type of Equipment: an on-board computer (pcs.) - [**to be inserted**] EUR and a ticket scanner (pcs.) - [**to be inserted**] EUR.
   4. In order to increase or decrease the number of units of the equipment to be leased, the Lessee shall place an order with the Lessor by e-mail <info@judu.lt>, indicating the pieces of equipment required to be rented or refused and the Lessee's vehicles in which the Lessor is to install or from which it is to remove the equipment accordingly.
   5. If the Lessee requests to increase the units of equipment to be leased, the Lessor will install the increased number of units of Equipment within 15 (fifteen) working days from the date of approval of the order to increase the number of units of Equipment to be rented. For the installation of an increased number of units of Equipment to be rented, the Lessee undertakes to pay the Lessor in accordance with the relevant rates specified in Clause 3.2 of the Agreement. After the Lessor has installed the increased number of units of the Equipment leased in the vehicles specified by the Lessee, the Parties shall sign a deed of transfer and acceptance of the Equipment (Annex 1 to the Agreement). The rental for the newly installed Equipment shall begin to be calculated from the date of signing a deed of transfer and acceptance of the Equipment.
   6. The Lessee understands and confirms that the Lessor shall not undertake to provide an increased number of units of Equipment rented on a mandatory basis and this number will be provided only where it is possible. In case of lack of Equipment and (or) for other objective reasons, the Lessor shall have the right not to approve the Lessee's order and refuse to provide an increased number of pieces of Equipment or to indicate a longer term than specified in clause 2.5 of the Agreement for the installation of Equipment.
   7. If the Lessee requests a reduction in the number of the pieces of Equipment leased, the Lessor will demonstrate the Equipment that the Lessee has waived, and the Lessee shall undertake to pay Lessor for the dismantling of this Equipment in accordance with the relevant rates specified in Clause 3.2 of the Agreement. The rental for the removed Equipment shall cease to be calculated from the day following the date of receipt of the order to reduce the number of pieces of the Equipment leased. After the Lessor removes the Equipment, the lease of which was abandoned by the Lessee, the Parties shall sign a deed of return of Equipment (Annex 2 to the Agreement).
3. **RENTAL AND SERVICE RATES**
   1. Equipment rental fee:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name of equipment | One month's rental fee excluding VAT (EUR) | One month's rental fee including VAT (EUR) |
| 1. | An on-board computer. |  |  |
| 2. | A ticket reader |  |  |

* 1. Service rates:

|  |  |  |  |
| --- | --- | --- | --- |
| No. | Name of equipment | Rate per unit excluding VAT (EUR) | Rate per unit including VAT (EUR) |
| 1. | On-board computer installation service |  |  |
| 2. | On-board computer removal service |  |  |
| 3. | Ticket reader installation service |  |  |
| 4. | Ticket scanner removal service |  |  |

* 1. If the amount of the VAT rate changes, the VAT rate in the Rates shall be changed (reduced or increased) in accordance with the legal acts of the Republic of Lithuania. The VAT rate in the Rates shall be recalculated within 1 (one) working day from the date of entry into force of the amendment to the Law on Value Added Tax of the Republic of Lithuania. The recalculated VAT rate shall be applied from the recalculation date to pay for the rental of the Equipment. In case of other taxes change, the Rates will not be recalculated.
  2. If the Equipment is rented not from the first day of the month or not for the whole month (e.g. the Equipment was not available for use due to a fault, damage, loss or defect), the Equipment Rental Fee shall be calculated and paid for the days of the month during which the Lessee could use the Equipment of a suitable quality. If the Equipment does not work due to a malfunction or defect, the elimination of which is the responsibility of the Lessor under this Agreement, the Rental Fee for non-functioning Equipment shall not be calculated from the date of the Lessee's proper notification submitted in accordance with the procedure laid down in Clause 5.5 of the Agreement, to the Lessor about the failure or defect of the Equipment until the date of elimination of the malfunction or defect (inclusive).
  3. After the change of the mileage (reduction or increase) of the Lessee's vehicles by an order of Vilnius City Municipality and approval thereof by a new vehicle release plan prepared taking into account the change in mileage, the Rental payable by the Lessee shall be recalculated as follows:
     1. with the start of implementation of the approved new vehicle release plan, which increases the number of vehicles on the routes, from the date of commencement of the release plan, the Equipment Rental Fee shall no longer apply to Equipment installed on vehicles provided for in the plan for the service of increased vehicle mileage and additionally necessary reserve vehicles, i.e. 10 (ten) percent of the number of vehicles required to service the routes;
     2. with the introduction of the approved new vehicle release plan, which reduces the release of vehicles, from the date of commencement of the release plan, the Equipment Rental Fee shall apply to equipment installed in vehicles that are not necessary to service the reduced mileage of vehicles and the reduced vehicle reserve.
  4. The Lessor shall issue a VAT invoice for the Equipment leased to the Lessee in accordance with the rates specified in Clause 3.1 of the Agreement no later than within 5 (five) calendar days from the beginning of the month.
  5. The Lessor shall issue a VAT invoice to the Lessee in accordance with the rates specified in Clause 3.2 of the Agreement for the Services received during the previous month no later than within 5 (five) calendar days from the end of the month.
  6. On the VAT invoice, the Lessor must necessarily indicate the Agreement number, the amount to be paid, the payment term and other mandatory details.
  7. During the performance of the Agreement, VAT invoices shall be submitted by e-mail to the Lessor's e-mail address **[to be inserted]**.
  8. The Lessee shall pay the Rental Fee for the Equipment leased on a monthly basis, before the beginning of each month, but no later than the 10th day of the current month according to the VAT invoice submitted by the Lessor.
  9. The Lessee shall pay the Lessor for the Services provided during the previous month no later than within 30 (thirty) calendar days from the date of receipt of the VAT invoice.

1. **RIGHTS AND OBLIGATIONS OF THE PARTIES**
   1. The Lessee shall undertake to:
      1. accept the Equipment ordered from the Lessor and pay the Equipment Rental Fee;
      2. to make it possible for the Lessor to install and, if necessary, remove the Equipment in vehicles and to ensure maintenance of it;
      3. to use the Equipment for its intended purpose;
      4. to comply with the operating conditions of the Equipment and take measures to protect it;
      5. to inform the Lessor about any observed malfunctions or defects of the Equipment during the term of the Contract;
      6. not to transfer the Equipment to third parties or otherwise use it without the Lessor's written consent;
      7. not to modify, reprogramme or otherwise reorganise the Equipment or any part thereof without a written consent of the Lessor;
      8. from the moment of signing a deed of transfer and acceptance of the Equipment, to be liable at the value of the Equipment specified in Clause 2.3 of the Agreement for the destruction or loss of the Equipment transferred to the Lessee, except if the Equipment has been destroyed or lost directly due to the actions or omissions of the Lessor or persons employed by it;
      9. return the Equipment to the Lessor in the condition in which it was transferred by the Lessor to the Lessee, taking into account its natural wear and tear, this being recorded in the deed of return of the Equipment;
      10. to comply with the instructions of the Lessor related to the execution of this Agreement.
   2. The Lessor shall undertake to:
      1. ensure the elimination of Equipment failures and defects that have not occurred due to the actions of the Lessee or have occurred for reasons beyond its control, and the maintenance of the Equipment in accordance with the procedure and within the time limits set forth in Section 5 of this Agreement;
      2. to be liable for reasonable direct damage to the Lessee's property done during the provision of the Services or in the elimination of Equipment failures and /or defects;
      3. install and transfer the Equipment to the Lessee in accordance with the procedure and terms established in the Contract;
      4. provide information to the Lessee on issues related to the use of the Equipment.
   3. The Lessor and the Lessee shall have other rights and obligations provided for in the legislation.
2. **CONDITIONS FOR THE PROVISION OF SERVICES, MAINTENANCE OF EQUIPMENT AND TROUBLESHOOTING**
   1. The Lessor shall, at his own expense and capacity, eliminate malfunctions and defects in the Equipment, except for malfunctions and defects caused by the actions of the Lessee or for the reasons attributable to it.
   2. The Lessee shall undertake to reimburse the Lessor for the costs of rectifying any faults or defects in the Equipment caused by the Lessee's actions or reasons attributable to the Lessee [[1]](#footnote-2) in accordance with a separate VAT invoice submitted by the Lessor, with the supporting documents.
   3. The Lessor undertakes to eliminate the failure or defect of the Equipment no later than within 15 (fifteen) working days after the date of receipt of the notification of the failure or defect. If the Lessor, for objective reasons, is unable to eliminate the failure or defect of the Equipment within the period specified in this clause of the Agreement, the Lessor shall inform the Lessee thereof before the expiry of the term, stating the reasons why it is unable to eliminate the failure or defect of the Equipment within the time limit specified in this clause of the Agreement and indicate a new reasonable period within which it will eliminate the equipment failure or deficiency. The Lessor shall not undertake, in the event of a malfunction or shortage of the Equipment, to temporarily replace the leased Equipment with other replacement equipment. When the Lessor temporarily replaces the Equipment with other replacement equipment, the Rental Fee for replacement equipment is calculated as for the Equipment from the moment of installation of this equipment.
   4. In case of loss or destruction of equipment, the Lessor undertakes to install new Equipment in place of lost or destroyed Equipment no later than within 15 (fifteen) working days from the date of receipt of the notification of lost or destroyed Equipment. If the Lessor, for objective reasons, is unable to install new Equipment within the period specified in this clause of the Agreement, the Lessor shall inform the Lessee thereof before the expiry of the term, stating the reasons why it is unable to install the new Equipment within the time limit specified in this clause of the Agreement and indicating the new term within which it will install the new Equipment.
   5. Equipment failures, defects, loss and destruction shall be registered on the JUDU support platform pagalba.judu.lt or, if the platform is not functioning or is not functioning properly, by email to <info@judu.lt>
   6. In order for the Lessor to be able to provide the Services or perform the maintenance of the Equipment, the elimination of malfunctions and /or defects, the Lessor shall, at a time specified in advance by the Lessor, enable the Lessor or third parties used by the Lessor to carry out work in the Lessee's Park or in another place agreed by the Parties by placing the vehicles specified in the order.
3. **LIABILITY OF THE PARTIES**
   1. The liability of the Parties shall be determined in accordance with the applicable legal acts of the Republic of Lithuania and this Agreement. The Parties shall undertake to properly perform their obligations under this Agreement and to refrain from any action that could cause harm to each other or complicate the fulfillment of the obligations assumed by the other Party.
   2. If the Lessee is late in paying the Rental Fee for the Equipment and/or Services, the Lessee shall pay to the Lessor a default interest of 0.03 (three hundredths) per cent of the amount not paid on time for each day of delay.
   3. The Lessee who fails to fulfil or improperly fulfils the obligations set out in the Agreement, other than in respect of a lapse of time[[2]](#footnote-3), shall pay to the Lessor, at the Lessor's written request, a fine of EUR 500.00 (five hundred euros) for each instance of non-fulfilment of the Contract or improper fulfilment of the Contract, and shall immediately put an end to the unlawful actions.
   4. The party whose actions are guilty of causing damage to the other Party shall be obliged to compensate for the direct damage suffered by the injured Party. The Party shall notify the other Party of the losses incurred no later than within 5 (five) working days from the moment of becoming aware of the losses incurred.
   5. The Lessee shall be obliged to pay the Lessor the penalties provided for in the Contract and compensate for other losses incurred no later than within 15 (fifteen) days from the date of receipt of the relevant request (claim). Payment of penalties (default interest) shall not release the Parties from the obligation to fulfil the obligations assumed in this Agreement.
   6. All penalties provided for in the Agreement shall be considered as the minimum unprovable loss of the Party.
   7. The Parties shall not be liable for non-performance of their contractual obligations if this failure is the result of force majeure circumstances. Force majeure shall be understood as defined in Article 6.212 of the Civil Code of the Republic of Lithuania (hereinafter “the Civil Code”). With regard to the exemption from liability in case of force majeure, the Parties shall be guided by the existing Decrees of the Government of the Republic of Lithuania (No 840 of 15 July 1996 and No 222 of 13 March 1997).
4. **VALIDITY, MODIFICATION AND TERMINATION OF THE AGREEMENT**
   1. The Agreement enters into force at the moment of its signing and is valid for 12 (twelve) months. If, 1 (one) month before the expiry of the Agreement, neither of the Parties notifies in writing about its termination, the Agreement shall be deemed to be extended for another 1 (one) year.
   2. During the term of the Agreement, the Party initiating the amendment of the terms and conditions of the Agreement shall submit to the other Party a written request to change the terms of the Agreement and copies of documents substantiating the circumstances, arguments and explanations indicated in the request. If the Parties agree among themselves on the amendment or addition of the terms of the Agreement, the amendments, additions or annexes shall be formalized by a written agreement, which shall form an integral part of the Agreement and shall have a binding force on the Parties and shall be invalid without it.
   3. If any provision of this Agreement becomes invalid due to a conflict with mandatory provisions of the law or for other reasons, this will not relieve the Parties of their obligations and, if legally possible, the Parties will be obliged to make every effort to achieve the objectives that are, from an economic point of view, closest to the objectives set forth in such provisions. In such a case, the Parties shall agree to amend the incorrect provision from an economic point of view and to formalise it in writing.
   4. The Lessor shall have the right to terminate this Agreement unilaterally (out of court) by notifying the Lessee of the termination 5 (five) days in advance:
      1. if the Lessee uses the Equipment for an improper purpose;
      2. if the Lessee intentionally worsens the condition of the Equipment;
      3. if the Lessee, having received a written notice from the Lessor about the unpaid rent on time, does not cover this arrears within 1 (one) month;
      4. if the Lessee does not provide an opportunity and conditions or prevents the Lessor and (or) third parties used by the Lessor from providing services, eliminating equipment malfunctions and defects, performing Equipment maintenance works;
      5. other forms of incapacity that interfere with the performance of the Agreement;
      6. when the Lessee fails to perform or improperly performs its contractual obligations and this constitutes a material breach of the Agreement.
   5. The Agreement may be terminated by written agreement of the Parties.
   6. A Party has the right to terminate the Agreement unilaterally (out of court) by giving 30 (thirty) days' notice in writing to the other Party.
   7. Upon termination or expiry of the Agreement, the provisions of this Agreement relating to liability between the Parties under this Agreement, confidentiality obligations, as well as all other provisions of this Agreement that remain in force after termination of the Agreement or must remain in force for the full performance of this Agreement, shall remain in force.
   8. Upon expiry of the Agreement or its early termination, the Lessee undertakes to deliver all vehicles equipped with the Equipment actually rented in accordance with this Agreement on the date(s) specified in advance by the Lessor for the removal of the Equipment.
5. **FINAL PROVISIONS**
   1. Unless otherwise agreed between the Parties, all inquiries, orders, notices, demands, requests and other correspondence between the Parties in accordance with this Agreement shall be sent by registered mail, e-mail or other electronic means of communication.
   2. In the event of a change in the address of a Party's registered office, bank account number, contact persons or other details, the Party shall notify the other Party thereof before the change of details. In the event of failure to comply with this requirement, a Party shall not be entitled to make claims or rebuttals that the actions of the other Party taken on the basis of the last available information do not comply with the terms of the Agreement, or that it has not received notifications sent in accordance with the last available details.
   3. The persons appointed by the parties responsible for the performance of the Contract shall be:

|  |  |  |
| --- | --- | --- |
|  | Lessor | Lessee |
| Position |  |  |
| Full name |  |  |
| Address |  |  |
| Phone |  |  |
| Email |  |  |

* 1. The Lessee may not transfer to third parties all or part of its rights in connection with the Agreement. Transactions concluded without the Prior Written Consent (permission) of the Lessor regarding the transfer of rights or obligations under the Agreement shall be considered null and void from the moment of their conclusion.
  2. This Agreement and all rights and obligations arising from this Agreement shall be subject to the laws and other regulatory legal acts of the Republic of Lithuania. The Agreement shall be concluded and must be interpreted in accordance with the law of the Republic of Lithuania.
  3. The Parties are aware that they undertake to protect confidential information. Only information the disclosure of which would be contrary to the law shall be treated as confidential information.
  4. The Lessee understands and confirms that the Lessee will not acquire industrial property rights and /or other intellectual property rights in the Equipment (including the software).
  5. Disputes between the Parties shall be settled in accordance with the laws of the Republic of Lithuania in the court of the Republic of Lithuania, to the territory of which belongs the Lessor's seat.
  6. This Agreement is concluded in Lithuanian, in 2 (two) copies with equal legal force – 1 (one) for each Party.
  7. By this, the Parties confirm that they have read the Agreement, understood its content and consequences, accepted it as being in accordance with their objectives and signed it on the date indicated above.
  8. Annexes:
     1. Annex 1. Form of deed of transfer-acceptance of equipment;
     2. Annex 2. Form of the deed of return of equipment;
     3. Annex 3. List of equipment transferred to the Lessee.

1. **PARTICULARS OF THE PARTIES**

|  |  |
| --- | --- |
| **LESSOR:**  **Municipal enterprise "SUSISIEKIMO PASLAUGOS” SĮ**  Address: Laisvės pr. 10A, Vilnius  Legal entity code: 124644360  VAT number: LT246443610  Tel./ Fax: (8 5) 270 9339  E-mail address: [info@judu.lt](mailto:info@judu.lt)  C/A: LT14 7044 0600 0764 2185  Bank: AB SEB Bank  **[to be inserted]**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_L.S. | **LESSOR:**  **[to be inserted]**  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_L.S. |

*Annex 1 to the Agreement for the Rental of E-Ticketing Equipment*

**DEED OF TRANSFER AND ACCEPTANCE OF E-TICKETING EQUIPMENT**

|  |  |
| --- | --- |
| **Lessor:**  Municipal enterprise "SUSISIEKIMO PASLAUGOS” SĮ | **Lessee:**  **[to be inserted]** |
| **Company code:**  124644360 | **Company code:**  **[to be inserted]** |
| **Address:**  Laisvės pr. 10A, Vilnius | **Address:**  **[to be inserted]** |
| **Representative:**  [to be inserted] | **Representative:**  [to be inserted] |

In accordance with the order of the Lessee of [date] and clause 2.5 of the Agreement, which provides that after the Lessor has installed an increased the number of units of rented Equipment, the Equipment is transferred to the Lessee by signing the deed of transfer and acceptance, the Lessor shall hand over, and the Lessee shall accept [specify the quantity] units of equipment according to the list (attached).

By signing this deed, the Lessee confirms that it has no claims regarding the quantity, quality and completeness of the Equipment being handed over.

This deed is drawn up in two copies, one each for the Lessor and the Lessee.

Attached. List of transferred E-Ticketing Equipment.

Transferred: Accepted:

*Annex 2 to the Agreement for the Rental of E-Ticketing Equipment*

**DEED OF RETURN OF E-TICKETING EQUIPMENT**

|  |  |
| --- | --- |
| **Lessor:**  Municipal enterprise "SUSISIEKIMO PASLAUGOS” SĮ | **Lessee:**  **[to be inserted]** |
| **Company code:**  124644360 | **Company code:**  **[to be inserted]** |
| **Address:**  Laisvės pr. 10A, Vilnius | **Address:**  **[to be inserted]** |
| **Representative:**  [to be inserted] | **Representative:**  [to be inserted] |

Pursuant to clause 2.7 of the Agreement, which provides that upon the removal by the Lessor of the Equipment, the lease of which was abandoned by the Lessee, the Parties shall sign a deed of return of the equipment, the Lessee shall hand over, and the Lessor shall accept [the quantity to be specified] units of equipment according to the list (attached).

By signing this deed, the Lessee certifies that the returned Equipment is in the condition in which it was handed over by the Lessor to the Lessee, taking into account its natural wear and tear.

This deed is drawn up in two copies, one each for the Lessor and the Lessee.

Attached. List of returned e-ticketing equipment.

Transferred: Accepted:

*Annex 3 to the Agreement for the Rental of E-Ticketing Equipment*

**LIST OF EQUIPMENT TRANSFERRED TO THE LESSEE**

**[Attached in a separate document]**

1. *Such reasons include cases where the Lessee repairs the Equipment itself, reorganizes it without the consent of the Lessor or when the Equipment is damaged during the repair of the vehicles.* [↑](#footnote-ref-2)
2. *For example, the Lessee rents or otherwise transfers the Equipment to a third party without the Lessor's permission; the Equipment is damaged due to the Lessee's actions or reasons attributable to the Lessee; the Lessee fails to provide the Lessor and/or third parties engaged by the Lessor with the opportunity and conditions or hinders the Lessor in the provision of the Services, in the rectification of the Equipment's faults and defects etc.* [↑](#footnote-ref-3)