

Annex 2 to the Procurement Terms and Conditions
Draft

APPROVED by
The Head of the Public Procurement Service
By Order 1S-19 of 8 February 2024
(Head of the Public Procurement Service
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GENERAL TERMS AND CONDITIONS OF THE PURCHASE-SALE CONTRACT

1. KEY DEFINITIONS USED IN THE CONTRACT AND ITS INTERPRETATION

1.1. Definitions

1.1.1. Capitalized terms used in this Contract shall have the below-defined meanings:

1.1.1.1. **General Terms and Conditions** - the part of the Contract called “General Terms and Conditions of the Sale - Purchase Contract”;

1.1.1.2. **Buyer** - the person referred to in the Special Terms and Conditions as the Buyer who purchases the Goods specified in the Special Terms and Conditions and the Annexes to the Contract;

1.1.1.3. **Initial Contract Value** - the value indicated in the Special Terms and Conditions, excluding value added tax (hereinafter – VAT);

1.1.1.4. **Goods** - the goods specified in the Special Terms and Conditions and in the Annexes to the Contract (purchase, lease, financial lease (leasing), hire purchase, whether with or without an obligation to purchase them), as well as the services related to the delivery, installation, implementation, and other preparation of the purchased goods for use (hereinafter – services related to the Goods), insofar as such services only supplement the supply of goods, which the Supplier undertakes to deliver to the Buyer under the Contract and the requirements of the applicable laws and other legislation;

1.1.1.5. **Handover Deed** - a document by which the Supplier delivers and the Buyer accepts the Goods, and by which the Parties confirm that the delivered Goods comply with the requirements. If the Contract provides for the Goods in batches, a separate Handover Deed may be executed for each batch.

1.1.1.6. **Defects of the Goods** - any non-conformities in the quality of the Goods identified by the Buyer and/or third parties at the time of the handover of the Goods or during the warranty period of the Goods, as well as any malfunctions, hidden defects, operation failures, or similar issues resulting in the Goods being unsuitable for the intended purpose of use, or reducing the usefulness of the Goods to such an extent that the Buyer, being aware of such defects, would not have purchased the Goods or would not have paid the same price for them;

1.1.1.7. **Invoice** - an invoice, VAT invoice, or other payment document issued by the Supplier and delivered to the Buyer for payment for the Goods supplied by the Supplier and accepted by the Buyer. If the Contract provides for the delivery of the Goods in batches, a separate Handover Deed may be executed for each batch;

1.1.1.8. **Special Terms and Conditions** - the part of the Contract titled “Special Terms and Conditions” of the Sale- Purchase Contract, providing for the terms relating to the acquisition of the particular procurement subject (such as the Initial Contract Value, delivery deadlines for the Goods, etc.), as well

as other specific details (such as the Parties, the Goods, etc.), the list of annexes, and any amendments or additions to the General Terms and Conditions (if any);

1.1.1.9. **Agreement** - a document executed by the Parties to amend the terms of the Contract to the extent permitted by the Law on Public Procurement;

1.1.1.10. **Contract Price** - the amount payable to the Supplier under the Contract, including all applicable taxes and expenses;

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

1.1.1.12. **Contract** - the Purchase - Sale Contract for Goods, comprising the Contract Terms, the annexes listed in the Special Terms and Conditions, and any Agreements;

1.1.1.13. **Party** - the Buyer or the Supplier, each individually, as the context requires;

1.1.1.14. **Parties** - the Buyer and the Supplier collectively;

1.1.1.15. **Supplier** - the person referred to in the Special Terms and Conditions as the Supplier who supplies the Goods specified in the Special Terms and Conditions;

1.1.1.16. **Law on Public Procurement** - the Law on Public Procurements of the Republic of Lithuania.

1.1.1.17. Other capitalized terms used in this Contract shall have the meanings attached to them in the Contract.

1.1.1.18. Terms not defined in the Contract shall be understood and interpreted as defined in the Law on Public Procurement and other laws and regulations in force at the time of conclusion and performance of the Contract.

1.1.1.19. Other terms and definitions used in the Contract shall have their most general meaning or, where appropriate, the specific meaning most closely related to the nature of the Contract, unless otherwise defined or explained in the Contract.

1.2. Interpretation of the Contract

1.2.1. This Contract is executed and shall be interpreted in accordance with the legislation of the Republic of Lithuania.

1.2.2. If the General Term and Conditions and/or the Special Terms and Conditions are in conflict with the requirements of the Law on Public Procurement and other legislation, the provisions of the Law on Public Procurement and other legislation shall apply.

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

1.2.4. For the purposes of the Contract, "Business Day" shall be any day other than Saturday, Sunday and public holidays in Lithuania as specified in the Labour Code of the Republic of Lithuania.

1.2.5. The terms under the Contract shall be calculated in years, months, weeks, business days, calendar days, and hours and minutes.

1.2.6. Qualification, reliance on the capacities of other economic operators, scope of Goods, and review shall have the meaning defined in the Law on Public Procurement and the implementing legislation.

1.2.7. Where a separate Handover Deed is not required, the Parties may agree and expressly indicate in the Special Terms and Conditions that the Invoice shall be deemed to be the Handover Deed. In cases where an Invoice is issued and the Handover Deed is not executed, the provisions of the Contract governing the issuance of the Handover Deed shall apply accordingly to the invoicing procedure.

1.2.8. Inform, notify, warn, or respond means to provide information, notice, warning, or response in accordance with the procedures set out in the General and/or Special Conditions.

1.2.9. To confirm means to provide confirmation in writing or to sign a document, with or without reservations, except in cases where the signatory of the document expressly indicates refusal to confirm it.

1.2.10. Unless otherwise specified in the Contract, words in the singular shall also include the plural and vice versa; words denoting one gender shall also include the other gender; and the term "person" shall include both natural and legal persons.

1.2.11. If a value or amount stated in the Contract in figures differs from the same stated in words, the statement in words shall prevail.

1.2.12. If references to legislation are provided, the versions of the legal acts effective at the relevant period of time shall apply, unless otherwise specified.

1.3. Precedence of Documents

1.3.1. The documents constituting the Contract shall be understood as complementing one another. In the event of any inconsistencies or ambiguities between the provisions of the Contract documents, such inconsistency or ambiguity shall be resolved by interpreting the documents in the following order of precedence:

1.3.1.1. Technical Specification;

1.3.1.2. Special Terms and Conditions;

1.3.1.3. General Terms and Conditions;

1.3.1.4. Procurement documents (Technical Specifications excluded);

1.3.1.5. Tender Bid;

1.3.1.6. Other attachments listed in the Special Terms and Conditions.

1.3.2. In the event that the terms of the Contract are modified by agreement of the Parties, the updated terms of the Contract shall prevail over the replaced terms.

1.3.3. If the Parties agree to add a new provision to the Contract Terms or an Annex, in the event of any inconsistency or ambiguity, such new provision shall take precedence over the other Contract Terms or, as applicable, over the other provisions of that Annex.

1.3.4. If the Parties agree on a new Annex, they must also agree on the position of the new Annex in the list of annexes and its significance for the interpretation of the Contract. If the new Annex is added to the list of annexes, it shall be assigned a sequence number with a superscript index, taking into account the order and significance of the annexes (for example, Annex No. 4¹). (e.g. Annex 4¹).

2. SCOPE OF THE CONTRACT

2.1. Under the terms and conditions and in the manner set forth in the Contract, the Supplier undertakes to provide the Buyer with the Goods that comply with the requirements specified in the Contract, and the Buyer undertakes to accept the complying and properly delivered Goods, and to pay the Supplier the price specified in the Contract, under the conditions and in the manner set forth therein.

2.2. For the purposes of performance of the Contract, the Parties undertake to comply with all applicable laws and other legal requirements relevant to the performance of the Contract. Either Party shall have the right to require the other Party to comply with all laws and other legal requirements applicable to the performance of the Contract. None of the provisions of the Contract shall be construed as, or deemed to constitute, the Buyer's waiver of any other rights or guarantees provided by laws or other legal regulations, not covered by the Contract, related to improper delivery or quality of the

Goods, nor as the Supplier's waiver of any other rights or guarantees provided by laws or other legal regulations, not covered by the Contract, concerning the receipt of compensation for the Goods.

2.3. The Supplier shall ensure that the Goods comply with the requirements of the Technical Specification and with the terms and conditions of the Supplier's tender bid; they are of good quality, properly and timely delivered in accordance with the terms of the Contract, in a manner that best serves the Buyer's interests, and in line with the best generally accepted professional and technical standards and practices, using all necessary skills and expertise.

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

3.1. Qualification and Other Obligations Assumed by the Supplier under the Tender Bid

3.1.1. The Supplier undertakes to ensure that, throughout the entire period of the Contract validity, the Supplier remains competent, reliable, and capable of fulfilling the requirements of the Contract (including the capacities of the economic operators on whose capacities the Supplier relies):

3.1.1.1.1. To have the right to engage in the activity required for the performance of the Contract. The Supplier shall, upon the Buyer's request, submit documents proving that the Contract is performed only by persons authorised to carry out such activity;

3.1.1.1.2. To meet the qualification requirements set out suppliers in the procurement documents and to have no grounds for exclusion specified therein;

3.1.1.1.3. To comply with the obligations specified in the Supplier's tender bid, including, but not limited to, maintaining the values and parameters of the criteria (hereinafter – **Quality Criteria**) for which its tender bid was selected as the most economically advantageous. The procedure for verifying compliance with the obligations referred to in this subparagraph is laid down in the Special Terms and Conditions;

3.1.1.1.4. To ensure the application of the established quality management system and/or environmental management system standards, if required in the procurement documents, and to possess documentary evidences of such compliance;

3.1.1.1.5. To comply with national security interests and not be registered (permanent resident or a citizen) in the states or territories considered unreliable, if such requirements are stipulated in the procurement documents.

3.1.2. Where the Supplier is a group of suppliers operating under a joint venture agreement, the members of the group shall be jointly and severally liable against the Buyer for the performance of the Contract. If the Supplier relies on the capacities of other economic operators in order to meet financial and economic capacity requirements, the Supplier shall be jointly and severally liable with such economic operators for the performance of the Contract (if such joint liability was required in the procurement documents).

3.1.3. The Supplier shall also undertake to ensure that the Supplier, as well as any subcontractors and professionals directly engaged in the performance of the Contract, meet the professional qualification and other requirements established for them by laws and other legal regulations and/or the procurement documents, and that they are authorised to carry out the activities for which they are engaged.

3.2. Engaging and Replacing Subcontractors and Professionals

3.2.1. The Supplier undertakes to ensure that the Contract is performed by the subcontractors and/or

professionals proposed in the tender bid and meeting the qualification and other requirements provided for in the procurement documents. The actions of such persons in the performance of the Contract shall have the same consequences and entail the same liability for the Supplier as the Supplier's own actions. The Supplier shall be liable for the actions or omissions of its subcontractors and professionals.

3.2.2. The subcontractors and/or professionals (if any) engaged in the performance of the Contract shall be listed in the Special Terms and Conditions.

3.2.3. The Supplier may replace and/or engage subcontractors and/or professionals only in the cases and under the procedure established in this subclause of the Contract.

3.2.4. A new subcontractor or professional may undertake their obligations assigned to them by the Supplier under the Contract only after signing the relevant Agreement.

3.2.5. If the Supplier engages a new subcontractor or replaces an existing subcontractor and/or professional without the Buyer's prior written consent, or if the contractual obligations are performed by subcontractors and/or professionals who do not meet the qualification requirements, quality management system and/or environmental management system standards, absence of the grounds for exclusion, national security requirements, or requirements not to be registered (permanent resident or holder of citizenship) in states or territories considered unreliable (where applicable), or the conditions specified in the Supplier's tender bod justifying the Quality Criteria set in the procurement documents (where applicable), the Supplier shall be charged a penalty in the amount specified in the Special Terms and Conditions.

3.2.6. The Supplier shall be entitled to engage new subcontractors for the performance of the Contract who are not listed in the Special Terms and Conditions and on whose capacities the Supplier did not rely to substantiate the qualification requirements set forth in the procurement documents.

3.2.7. Upon conclusion of the Contract, but no later than before the commencement of its performance, the Supplier undertakes to notify the Buyer of the names, legal entity codes, contact details, and representatives of any known subcontractors on whose capacities the Supplier did not rely to substantiate qualification requirements set forth in the procurement documents.

3.2.8. At any point of the performance of the Contract, the Supplier may, at its own discretion, replace subcontractors on whose capacities the Supplier did not rely to substantiate the qualification requirements set forth in the procurement documents.

3.2.9. At any point of time during the performance of the Contract, the Supplier undertakes to inform the Buyer at least five (5) business days before engaging or replacing a new subcontractor on whose capacities the Supplier did not rely to substantiate the qualification requirements set forth in the procurement documents. The Buyer (if required under the procurement documents) shall verify whether there are any grounds for exclusion of the subcontractor and whether the subcontractor complies with national security interests and the requirement not to be registered (permanent resident or citizen) in the states or territories considered unreliable. If the subcontractor fails to meet any of the aforementioned requirements, the Buyer shall require the Supplier to replace such subcontractor with any other subcontractor that meets the established requirements. The Buyer shall notify the Supplier in writing within five (5) business days of its consent to engage or replace a new subcontractor on whose capacities the Supplier did not rely to substantiate the qualification requirements set forth in the procurement documents. If the Buyer consents, the Parties shall sign an Agreement, which shall be deemed to be an integral part of the Contract.

3.2.10. Subcontractors on whose capacities the Supplier relied to substantiate the qualification requirements set forth in the procurement documents may only be replaced in the below cases:

3.2.10.1. Where bankruptcy proceedings are initiated against the subcontractor, out-of-court

bankruptcy proceedings are commenced, the subcontractor becomes insolvent or is likely to become insolvent, its business operations have been suspended, or an analogous situation emerges in accordance with the procedures established by laws and other legal regulations;

3.2.10.2. Where, for objective reasons (such as, the subcontractor refuses to participate in the performance of the Contract, termination of legal relations with the Supplier, etc.), the subcontractor is no longer able to perform the contractual obligations fully or partially;

3.2.10.3. The Supplier or the subcontractor has a duty to replace the subcontractor if it becomes evident that the subcontractor no longer meets the requirements laid down in the procurement documents.

3.2.11. The Supplier's (or its subcontractors') professionals engaged in the performance of the Contract may be replaced in the following cases:

3.2.11.1. By the Supplier, for objective reasons (such as, holiday, illness, termination of employment, etc.), upon submission of information about the proposed new professionals and documents proving their qualification and compliance with the other requirements set forth in the procurement documents;

3.2.11.2. By the Buyer, if the Buyer has reasonable grounds to believe that the professional assigned by the Supplier is not competent to fulfil the assigned duties;

3.2.11.3. The Supplier or the subcontractor has a duty to replace the professional if it becomes evident that the professional no longer meets the requirements laid down in the procurement documents.

3.2.12. The proposed new professional and/or subcontractor must, at the time of submitting the Supplier's request to replace a professional and/or subcontractor, comply with the requirements provided for in the procurement documents and with the Quality Criteria specified in the Supplier's tender bid.

3.2.13. No later than five (5) business days prior to the intended replacement of a subcontractor on whose capacities the Supplier relied to substantiate the qualification requirements set forth in the procurement documents and/or a professional, the Supplier must provide the Buyer with the following documents:

3.2.13.1. A reasoned written request to replace the subcontractor and/or professional, with an explanation of the circumstances of the replacement. The Buyer reserves the right to request evidences justifying the circumstances of replacement;

3.2.13.2. Documents proving the new subcontractor's and/or professional's qualifications, compliance with the Quality Criteria (where applicable), the required quality management system and/or environmental management system standards (where applicable), the absence of the grounds for exclusion, and compliance with national security interests and the requirement not to be registered (permanent resident or citizen) in states or territories considered unreliable (where applicable), in accordance with the requirements of the Contract.

3.2.14. Upon receiving the Supplier's request supported by other documents specified in the Contract, the Buyer shall, within five (5) business days, evaluate the feasibility of the replacement and notify the Supplier in writing of its consent to replace the subcontractor on whose capacities the Supplier relied to substantiate the qualification requirements set forth in the procurement documents and/or the professional. If the Buyer consents, the Parties shall sign an Agreement, which shall be deemed to be an integral part of the Contract.

3.3. Changing Joint Venture Partners

3.3.1. A Supplier involved in the performance of the Contract as a group of suppliers operating under a joint venture agreement shall be entitled to withdraw a joint venture partner (hereinafter – the Partner) if, due to objective and justified circumstances, the Partner can no longer perform the Contract. This includes, but is not limited to, the cases where the Partner fails to comply with the provisions of the Law on Public Procurement or other legal regulations, poses a threat to national security, is subject to international sanctions as defined in the Law of the Republic of Lithuania on International Sanctions (hereinafter – the Law on Sanctions), is in a difficult financial situation leading to non-performance and/or refusal to perform the Contract, or where other unforeseen objective reasons arise causing the Partner's withdrawal from the joint venture agreement.

3.3.2. A Supplier involved in the performance of the Contract as a group of suppliers shall be entitled to replace a Partner if, as a result of reorganisation, restructuring, or bankruptcy proceedings, the rights and obligations of the original Partner are fully or partially assumed by another Partner. The replacement of the Supplier in this case cannot invoke substantial amendments in the Contract and in this way, no attempts are made to circumvent the provisions of the Law on Public Procurement.

3.3.3. No later than ten (10) business days prior to the intended replacement or withdrawal of a Partner the Supplier shall submit the following documents to the Buyer:

3.3.3.1. A reasoned request to change the composition of the Supplier supported by the evidence substantiating at least one of the circumstances of the Partner's withdrawal or replacement specified in the Contract;

3.3.3.2. A draft of a new joint venture agreement or an amendment to the existing joint venture agreement, which, in the event of the Partner's withdrawal, must indicate that the withdrawing Partner's obligations are fully assumed by the remaining Partner and/or the new Partner;

3.3.3.3. Documents certifying the qualifications of the remaining or new Partner. In all cases, the qualification of the remaining Partner or the new Partner must not be below the withdrawing Partner's qualification, i.e., it must comply with the qualification requirements set forth in the procurement documents that were met by the withdrawing Partner and correspond to the qualifications of the professionals and other conditions specified in the withdrawing Partner's tender bid, used to substantiate the Quality Criteria laid down in the procurement documents (where applicable). If a new Partner is engaged, the Supplier shall also submit, in accordance with the requirements set forth in the procurement documents, documentary evidences of the absence of the grounds for exclusion and compliance of the engaged Partner with national security interests and the requirement not to be registered (permanent resident or holder of citizenship) in the states or territories considered unreliable (where applicable).

3.3.4. Upon receiving the Supplier's request supported by other documents specified in the Contract, the Buyer shall, within ten (10) business days, evaluate the feasibility of the replacement and notify the Supplier in writing of its consent or refusal to approve the withdrawal or replacement of the Partner. If the Buyer consents, the Parties shall sign an Agreement, which shall be deemed to be an integral part of the Contract. Prior to signing the Agreement, the Buyer shall be provided with a copy or transcript of the new joint venture agreement or the amendment to the existing joint venture agreement.

3.4. Agreements on Direct Settlement with Subcontractors

3.4.1. At the request of the subcontractors, the Buyer shall make them direct payments. The Buyer provides for the possibility of direct settlement with the subcontractors specified in the Contract under the below conditions and procedure:

3.4.1.1. Upon signing the Contract, and no later than before the commencement of its performance, the Supplier undertakes to provide the Buyer in writing with the names, representatives, and contact details of the subcontractors known at that time. The Buyer also requires that the Supplier notifies the Buyer about the changes in the above-listed information and of the engagement of new subcontractors throughout the performance of the Contract;

3.4.1.2. No later than within three (3) days from the date of receipt of the information referred to in Clause 3.4.1.1 of the General Terms and Conditions, the Buyer shall inform the subcontractors in writing about the direct settlement option;

3.4.1.3. A subcontractor wishing to make use of the direct settlement option shall submit a written application to the Buyer. When a subcontractor expresses its wish to use the direct settlement option, a tripartite agreement shall be concluded between the Buyer, the Supplier, and the subcontractor, providing for the procedure of direct settlement with the subcontractor, taking into consideration the requirements laid down in the Contract and in the subcontract;

3.4.1.4. The possibility of direct settlement with subcontractors shall not affect the Supplier's liability for the performance of the Contract.

4. COOPERATION AMONG THE PARTIES

4.1. Duty of Cooperation Among the Parties

4.1.1. For the purposes of the Contract, the Parties shall cooperate to the maximum extent possible and promptly exchange information, and shall immediately notify each other in writing of any occurrence, condition, or circumstance that has arisen or exists and may affect the performance of the Contract or cause a breach thereof.

4.1.2. The Parties undertake to provide each other with all documents and/or other information required for the proper fulfilment of their obligations under the Contract.

4.1.3. If a Party encounters an obstacle while performing the Agreement, it shall promptly, but in any event within five (5) Business Days, notify the other Party of the obstacle and take all reasonable steps to eliminate it.

4.2. Contact Persons

4.2.1. At the time of conclusion of the Contract, each Party shall appoint a contact person in charge for the performance of the Contract (i.e., for the acceptance of Goods, placing and receiving orders, etc.) and provide their contact details in the Special Terms and Conditions.

4.2.2. If a Party wishes to withdraw the appointed contact person and replace them by another person, or to appoint another person to perform the functions of the contact person during the latter's temporary incapacity to perform their duties, the Party must notify the other Party in advance and provide the contact details of such person: full name, e-mail address, and telephone number.

4.2.3. In the event that it becomes evident that the Party's contact person is temporarily unable to perform the assigned duties (due to illness, injury, or other unforeseen reasons), the Party must immediately, but no later than the next business day, appoint another contact person for temporary performance of the contact person's duties and notify the other Party about it. Replacement of the persons who perform the functions of contact persons does not require conclusion of an Agreement in accordance with Clause 20.5 of the General Terms and Conditions.

5. DOCUMENTS TO BE SUBMITTED DURING THE PERFORMANCE OF THE CONTRACT

5.1. If the Supplier is required to prepare and/or provide the Buyer with instructions for the use of the Goods, such instructions must be clear and understandable for the Buyer to enable them to properly use the delivered Goods by following the provided instructions.

5.2. Where the Contract requires training and/or testing, the Supplier must provide the Buyer with the operating instructions prior to such training and/or testing, and update and supplement the operating instructions after the completion of training and/or testing, taking into consideration the course and results of the training and/or testing.

5.3. If the documents necessary for the use of the Goods require translation, the related costs shall be the Supplier's responsibility. If the Supplier undertakes to translate the documents necessary for the use of the Goods by own efforts, the Supplier shall be responsible for the accuracy of such translations.

6. COMPLETION OF SUPPLY AND ACCEPTANCE OF GOODS

6.1. Completion of Supply of Goods

6.1.1. The supply of Goods shall be deemed completed if all of the following conditions have been fulfilled:

6.1.1.1. The Supplier has delivered all Goods in accordance with the requirements of the Contract and the applicable laws and other legal regulations (and, where required, has provided all the services related to the Goods);

6.1.1.2. The Supplier has provided the Buyer with all necessary documents, including instructions of use, certificates, and warranties (where required);

6.1.1.3. The Supplier has trained the Buyer's staff to use the Goods (where required);

6.1.1.4. A Handover Deed of Handover Deeds, (where partial deliveries are allowed) or another document specified in the Contract, by signing which the acceptance of the Goods is confirmed, has been signed;

6.1.1.5. The Supplier has fulfilled all other conditions set forth in the applicable laws and other legal regulations, the Contract, and the Supplier's tender bid, which must be fulfilled for the supply of Goods to be deemed completed, and has provided the Buyer with the documents evidencing such fulfilment.

6.2. Handover of the Goods

6.2.1. The Supplier undertakes to deliver and handover the Goods to the Buyer, and the Buyer undertakes to accept Goods of adequate quality that comply with the requirements laid down in the Contract and applicable laws and other legal regulations. The Goods shall be delivered within the time limits and to the locations specified in the Special Terms and Conditions, upon agreeing the delivery arrangements with the Buyer in advance.

6.2.2. The Goods shall be handed over upon signing a Handover Deed, which shall be executed in two (2) copies having identical legal effect (unless the Handover Deed is executed by using a secure electronic signature), one copy of the Handover Deed for each Party. Where a separate Handover Deed is not required, the Parties agree and expressly indicate in the Special Terms and Conditions that the Invoice shall be deemed to be the Handover Deed.

6.2.3. Upon delivery of the Goods, the Buyer shall inspect them and must:

6.2.3.1. Accept the Goods no later than within five (5) business days from the actual delivery by signing the Handover Deed; or

6.2.3.2. Accept the Goods with reservations by signing the Handover Deed and the Defects Report executed during the inspection of the Goods, in which the Buyer must specify the defects in the Goods or Supplier's accompanying documents identified during acceptance and the procedure for rectifying such deficiencies (hereinafter – **the Defects Report**); or

6.2.3.3. Refuse to accept the Goods or part thereof and handover (or send) the Defects Report to the Supplier concerning the non-compliant Goods or any part thereof.

6.2.4. The Handover Deed must contain the date of delivery of all Goods (or the corresponding part thereof, where partial delivery is allowed in the Contract) and submission of all required documents by the Supplier.

6.2.5. The Goods that do not comply with the Contract, laws, or other legal requirements (where applicable) must be collected by the Supplier at own expense within the time limit specified in the Buyer's Defects Report, and, if requested by the Buyer, compensate the Buyer for the costs of storage of such Goods.

6.2.6. If defects are identified in the Goods that do not constitute non-compliance with the requirements set forth in the Contract and their rectification does not prevent the Buyer from using the Goods for their intended purpose, the Buyer may accept the Goods with reservations, execute the Defects Report, and provide reasonable deadline for the rectification of the defects by the Supplier. The Supplier must rectify the defects within the reasonable time frame specified by the Buyer in accordance with Subsection 7.3 of the General Terms and Conditions, "Rectifying Defects of the Goods." If the Supplier fails to rectify the defects within the prescribed time frame, the provisions of Subsection 7.4 of the General Terms and Conditions, "Buyer's Rights in Case of the Supplier's Failure to Rectify Defects of the Goods," shall apply.

6.2.7. If the Buyer fails to deliver (or send) the Defects Report to the Supplier within five (5) business days from the date of receipt of the Handover Deed, it shall be deemed that the Buyer has accepted the Goods and has no claims regarding them.

6.2.8. The risk of loss, damage, or accidental destruction of the Goods shall pass from the Supplier to the Buyer from the moment of the actual acceptance of such Goods.

6.2.9. The Buyer shall be allowed to use the Goods only after the signing of the Handover Deed.

6.2.10. If the Supplier has delivered the Goods within the delivery period specified in the Special Terms and Conditions, but the Goods are defective and the Supplier fails to rectify the defects before the expiry of the delivery period specified in the Special Terms and Conditions, penalties in the amount specified in the Special Terms and Conditions shall apply to the Supplier until the date of delivery of compliant Goods.

7. SUPPLIER'S WARRANTY LIABILITIES

7.1. Warranty Periods (if applicable)

7.1.1. The Goods shall be subject to the warranty period established by the applicable legislation and/or by the manufacturer, unless a different warranty period is specified in the Supplier's tender bid, the technical specifications, or the Special Terms and Conditions. If no warranty period is specified in any of the above-listed documents, a warranty period of twenty-four (24) months shall apply. The warranty period shall commence on the date of signing the Handover Deed in respect of the delivered Goods.

7.1.2. The warranty period shall be suspended for the period of the Buyer's inability to properly use the Goods due to defects falling within the scope of the Supplier's responsibility. If such defects prevent

the Buyer from using only a specific part of the Goods, the warranty period shall be suspended only with respect to that particular part of the Goods.

7.1.3. The Supplier shall not be liable for the defects in the Goods resulting from normal wear and tear, improper use or maintenance of the Goods, or the fault of the Buyer, the Buyer's staff, or third parties, provided that such defects or the improper use or maintenance of the Goods are not the Supplier's fault.

7.2. Claims Regarding Defects in the Goods

7.2.1. If the Buyer identifies any defects in the Goods during the warranty period, the Buyer shall, without undue delay but no later than within thirty (30) days, and in any case not later than before the expiry of the warranty period, submit a written claim to the Supplier and provide reasonable time limits for the rectification of such defects, unless the Special Terms and Conditions provide for specific deadlines.

7.2.2. The Supplier shall, at no cost to the Buyer, rectify all defects falling under the Supplier's responsibility within the reasonable time frame specified in the Buyer's claim, unless the Special Terms and Conditions provide for specific time limits calculated from the date of receipt of the Buyer's claim.

7.2.3. If the Supplier contests the existence of the defects, either Party may request an independent expert examination. If the Supplier fails to respond to the Buyer's claim within ten (10) days, or does not engage an independent expert agreed upon with the Buyer (the Buyer shall not unreasonably withhold its consent to the Supplier's proposed expert), or if the dispute continues for more than thirty (30) days from the Buyer's initial request, the Buyer shall be entitled to apply for an expert examination independently. In this case, the expert examination expenses shall be borne by:

7.2.3.1. The Buyer, if the Goods comply with the requirements of the Contract and the applicable laws and other legal regulations;

7.2.3.2. By the Supplier, if the Goods do not comply with the requirements of the Contract or the applicable laws and other legal regulations.

7.2.4. The expert's findings shall be binding on the Parties.

7.2.5. The Buyer shall retain the right to submit a claim regarding defects in the Goods, and the Supplier shall remain responsible for rectifying of all such defects at no cost to the Buyer, irrespective of whether those defects could have been identified at the time of signing the Handover Deed.

7.3. Rectifying Defects in Goods

7.3.1. The Supplier shall rectify all defects in the Goods free of charge by repairing the Goods or the defective part thereof, or by replacing the defective Goods or parts thereof with new compliant parts.

7.3.2. The Buyer shall grant the Supplier access for carrying out the repair or replacement so that the Supplier can complete the work within the prescribed time limits. If the defects must be remedied at the place of their use, the Buyer and the Supplier shall agree on the specific time for the rectification of the defects.

7.3.3. If defects are repeatedly identified in the repaired part of the Goods, the Supplier shall replace the Goods with new high-quality Goods, unless the Buyer expressly agrees in writing on another attempt to repair the Goods.

7.3.4. After the defects in the Goods have been rectified, the warranty period for the repaired part of the Goods or for the newly supplied Goods shall restart from the date on which the properly repaired or replaced Goods (or parts thereof) are handed over to the Buyer.

7.3.5. If the rectification of the defects may affect the functionality of the Goods, the Buyer shall be free to require that the Supplier repeats the tests carried out under the Contract (where such tests were required). The Buyer must submit such a request to the Supplier in writing within thirty (30) days after the rectification of the defects. Such tests shall be carried out under the same conditions as the original tests, except that they shall be performed at the Supplier's own risk and expense.

7.3.6. Having rectified the defects in the Goods, the Supplier shall notify the Buyer accordingly.

7.3.7. Within five (5) business days after receiving the Supplier's confirmation that the defects have been rectified, the Buyer shall verify the defects listed in the Defects Report or in the Buyer's claim and provide written confirmation specifying which defects have been rectified.

7.4. Buyer's Rights in Case of the Supplier's Failure to Rectify Defects in the Goods

7.4.1. If the Supplier refuses or fails to rectify the defects in the Goods within the reasonable time limits allowed by the Buyer, the latter shall be entitled to:

7.4.1.1. Remedy the defects by own efforts or engage third parties to do so, after giving an advance notice to the Supplier, and request that the Supplier reimburses the costs of inspection, expert evaluation, and defect rectification, as well as compensation for any resulting losses; or

7.4.1.2. Demand a reduction of the amount payable to the Supplier and require the refund of any overpayment within thirty (30) days from the expiry of the deadline set for the Supplier to rectify the defects, provided that this does not conflict with the principles established by the Law on Public Procurement; or

7.4.1.3. Return the Goods to the Supplier and refuse to pay for such Goods, or demand refund of the amount already paid, followed by termination of the Contract.

7.4.2. The amount payable to the Supplier under the Contract shall be reduced in proportion to the decrease in the value of the Goods to the Buyer due to the defects in the Goods, provided that such a decrease in value can be determined as part of the total value of the Goods. The reduction in value of the Goods shall include, among other things the Buyer's expenses related to the inspection and rectification of the defects (if the price of such Goods was determined at the time of procurement); and any increase in the Buyer's current or future operating costs for the use of the Goods (if such costs were taken into account during the procurement process).

7.4.3. The Supplier undertakes to satisfy the Buyer's monetary claim submitted under Clause 7.4.4 of the General Terms and Conditions within thirty (30) days, or within a longer reasonable period specified in the Buyer's claim.

7.4.4. The Buyer shall require the Supplier to pay penalties in the amount specified in the Special Terms and Conditions for any delay in rectifying defects in the Goods.

8. DELIVERY TERMS

8.1. Delivery Terms and Delivery Schedule

8.1.1. The Supplier shall deliver the Goods in accordance with the deadlines specified in the Special Terms and Conditions.

8.1.2. Where applicable, the Buyer must, within fourteen (14) business days from the date the Contract enters into force, or within another period specified in the procurement documents, prepare and submit to the Supplier's approval the schedule of delivery of the Goods (hereinafter – **the Schedule**).

8.1.3. If relevant, the Schedule must provide information on which Goods may be delivered in parallel and which must be delivered in a specified sequence.

8.2. Penalties for Delayed Delivery of Goods

8.2.1. If the Supplier fails to meet the delivery deadlines specified in the Special Terms and Conditions, the Supplier shall be subject to penalties, in the amount specified in the Special Terms and Conditions, accrued up to the actual date of delivery of the Goods.

8.2.2. If the Supplier misses the delivery deadline for any batch of the Goods, the penalties shall be imposed on the Supplier from the day after the expiry of the delivery deadline for that portion of the Goods until the date of its actual delivery, as recorded in the relevant Handover Deeds.

8.2.3. If penalties are imposed on the Supplier under this Contract, the amount payable by the Buyer for the Goods shall be reduced by the amount of the penalties accrued. The Buyer shall also be entitled to unilaterally deduct the accrued amount of penalties from any amounts payable to the Supplier, in accordance with the applicable legal procedures, by notifying the Supplier of such set-off in writing.

9. METHODS OF SECURING PERFORMANCE OF CONTRACTUAL OBLIGATIONS

The performance of the Parties' contractual obligations shall be secured by the methods of securing performance specified in Section 8 of the Special Terms and Conditions, in accordance with the procedure for securing contractual obligations set forth in Section 10 of the General Terms and Conditions, securing obligation by the advance payment referred to in Clause 12.1.3 of the General Terms and Conditions (where an advance payment amount and the requirement for advance payment security are specified in the Special Terms and Conditions), and by the penalties specified in Section 9 of the Special Terms and Conditions.

10. PERFORMANCE GUARANTEE (IF APPLICABLE)

10.1. The provisions of this Section shall apply where the Special Terms and Conditions stipulate that, to ensure proper performance of the contractual duties, the Supplier must provide a bank guarantee, an insurance company's surety bond, or another form of performance guarantee specified in the Special Terms and Conditions.

Note. Where the Special Terms and Conditions provide that the Buyer requires a performance guarantee issued by a credit union, the provisions of this Section shall apply as appropriate, and the Buyer may define additional requirements for such Performance Guarantee in the Special Terms and Conditions, in compliance with the applicable laws and regulations.

10.2. Within the time limit specified in the Special Terms and Conditions, the Supplier shall submit to the Buyer a performance guarantee of the type and amount defined in the Special Terms and Conditions — an irrevocable bank guarantee payable upon first demand or an insurance company's surety bond (accompanied by a signed insurance certificate (policy) and documentary evidence of payment of the insurance premium for the surety bond). These security measures must comply with the conditions laid down in Section 10 of the General Terms and Conditions (hereinafter — **Performance Guarantee**).

10.3. If the Supplier fails to provide the Performance Guarantee of the value and within the time limits specified in the Contract, the Supplier shall be deemed to have refused to conclude the Contract, and the Buyer shall have the right to offer the Contract to another supplier in accordance with the Law on Public Procurement.

10.4. Before submitting the Performance Guarantee, the Supplier may request the Buyer's confirmation that the proposed form of Performance Guarantee is acceptable. In such a case, the Buyer shall respond to the Supplier no later than within three (3) business days from the date of receipt of the request.

10.5. Under the Performance Guarantee, within fifteen (15) days of receiving a written notice from the Buyer regarding the breach, partial or total non-performance, or improper performance of the Supplier's obligations under the Contract, the bank (or insurance company) must irrevocably and unconditionally undertake to pay the Buyer, the amount specified in the Performance Guarantee by transferring the funds to the Buyer's account.

10.6. The Performance Guarantee must not stipulate that the bank (or insurance company) is liable only for direct losses. The Bank (or insurance company) is not entitled to request from the Buyer to substantiate the request. In its notice to the Bank, the Buyer shall state that the Performance Guarantee amount is due to it because the Supplier has partially or fully failed to perform the contractual obligations and/or because the Contract has been terminated due to the Supplier's fault. The Buyer has no duty to prove actual damages, and by signing the Contract and submitting the Performance Guarantee, the Supplier confirms that the amount of the Performance Guarantee constitutes the Buyer's minimum loss that does not require any proofs.

10.7. The Performance Guarantee shall become effective no later than on the date of its submission to the Buyer.

10.8. The Performance Guarantee amount shall be shown and payable in euro (EUR).

10.9. The Performance Guarantee shall be executed in Lithuanian or in any other language, provided that, upon the Buyer's request, the Performance Guarantee is accompanied by a translation into Lithuanian.

10.10. The validity period of the Performance Guarantee must not be shorter than the period specified in the Special Terms and Conditions.

10.11. If the duration of the Contract exceeds one (1) year, the Supplier may provide a Performance Guarantee valid for one (1) year, but must extend the validity period or provide a new Performance Guarantee no later than ten (10) business days before the expiry of the term of the Performance Guarantee.

10.12. If the delivery period for the Goods is extended or postponed under the provisions of the Contract due to suspension of the Contract, or if there are delays in the delivery or repair of the Goods, the Supplier shall ensure that the Performance Guarantee remains valid for the entire period of the Contract validity and must provide the Buyer with an extended or new Performance Guarantee no later than the date of expiry of the Performance Guarantee that is currently in force.

10.13. If the Supplier fails to extend the Performance Guarantee in due time or fails to provide a new Performance Guarantee, the Buyer shall be entitled to impose penalties for each day of delay in the amount specified in the Special Terms and Conditions.

10.14. The Buyer shall not accept the Performance Guarantee and/or shall consider it invalid and/or shall request the Supplier to provide the Buyer with a new Performance Guarantee, and the Supplier shall be obliged to provide it within the shortest possible period if the Performance Guarantee does not comply with the requirements contractual requirements or if the Buyer has received information that the bank (or insurance company) issuing the Performance Guarantee has suspended its operations or may face suspension (including insolvency, liquidation, or the application of legal protection measures).

10.15. If the Supplier breaches its contractual obligations, fails to perform them fully or partially, or performs them improperly, the Buyer may enforce the Performance Guarantee. To continue

performing the contractual duties thereafter, the Supplier must, within ten (10) business days from the date of receipt of notice of payment under the Performance Guarantee, provide the Buyer with a new Performance Guarantee in the amount specified in the Special Terms and Conditions.

10.16. The Buyer may enforce the Performance Guarantee under any of the following circumstances:

10.16.1. The Supplier has failed to fulfil, is failing to perform or is not fulfilling its contractual obligations;

10.16.2. The Supplier fails to comply with the Buyer's instruction to rectify the defects in the Goods within a reasonable period of time;

10.16.3. As a result of any act or omission by the Supplier, the Buyer has incurred losses (including, but not limited to, additional expenses, loss of income, or other direct and indirect damages, penalties, and/or fine (if provided for in the Special Terms and Conditions));

10.16.4. the Supplier unilaterally terminates the Contract without a justified reason (and not in cases permitted under the Contract).

11. CONTRACT PRICE AND PRICE ADJUSTMENT

11.1. The Contract Price payable by the Buyer to the Supplier for the Goods actually delivered under the terms of the Contract, including all Agreements, shall be calculated in accordance with the pricing method or methods specified in the Special Terms and Conditions.

11.2. The Initial Contract Value is specified in the Special Terms and Conditions.

11.3. It shall be deemed that the Contract Price includes all of the Supplier's costs related to the supply of all Goods, as well as the proper performance of all other obligations stipulated in this Contract, including but not limited to insurance, customs duties, and any other expenses incurred by the Supplier in performing contractual obligations.

11.4. The Contract Price shall be reviewed and, where applicable, adjusted in accordance with the procedure established in the Special Terms and Conditions.

12. PAYMENT PROCEDURE

12.1. Pre-payment Payment (advance) (if applicable)

12.1.1. The provisions of the Subsection 12.1 shall apply where the Special Terms and Conditions specify that the Supplier is entitled to receive a pre-payment (hereinafter – **the Advance Payment**).

12.1.2. The Buyer shall pay the Supplier an Advance Payment not exceeding the amount specified in the Special Terms and Conditions.

12.1.3. Where required under the Special Terms and Conditions and in order to receive the Advance Payment, within ten (10) business days from the date on which the Contract enters into force, the Supplier shall submit to the Buyer, together with the advance payment invoice, an Advance Payment Guarantee, which is a bank guarantee, an insurance company's surety bond, or another form of contractual performance security, in the amount not less than the Advance requested in the Special Terms and Conditions.

Note. Where the Special Terms and Conditions provide that the Buyer requires an Advance Payment guarantee issued by a credit union, the provisions of this Section shall apply as appropriate, and the

Buyer may define additional requirements for such Advance Payment Guarantee in the Special Terms and Conditions, in compliance with the applicable laws and regulations.

12.1.4. Before submitting the Advance Payment Guarantee, the Supplier may request the Buyer's confirmation that the proposed form of the Advance Payment Guarantee is acceptable. In such a case, the Buyer shall respond to the Supplier no later than within three (3) business days from the date of receipt of the request.

12.1.5. Under the Advance Payment Guarantee, the bank (or insurance company) must irrevocably and unconditionally undertake to pay the Buyer, within fifteen (15) days of receiving the Buyer's written notice regarding the Supplier's non-performance or termination of the Contract due to the Supplier's fault, an amount not exceeding the value of the Advance paid and the guarantee amount, by transferring the funds to the Buyer's account.

12.1.6. The Bank (or insurance company) is not entitled to request from the Buyer to substantiate the request. In its notice to the Bank, the Buyer shall state that the Advance Payment Guarantee amount is due to it because the Supplier has partially or fully failed to perform the contractual obligations and/or because the Contract has been terminated due to the Supplier's fault and the Supplier failed to refund the advance paid.

12.1.7. The Advance Payment Guarantee amount shall be shown and payable in euro (EUR).

12.1.8. The Advance Payment Guarantee shall be executed in Lithuanian or in any other language, provided that, upon the Buyer's request, the Advance Payment Guarantee is accompanied by a translation into Lithuanian.

12.1.9. No Advance Payment Guarantee shall be accepted if it does not comply with the requirements set forth in this Subsection of the Contract.

12.1.10. If, during the performance of the Contract, the bank (or insurance company) that issued the Advance Payment Guarantee becomes unable to fulfil its obligations, within ten (10) business days, by written notice the Buyer may require the Supplier to provide a new Advance Payment Guarantee under the same conditions as the original one.

12.1.11. The Buyer shall pay the Supplier the Advance Payment within the period specified in the Special Terms and Conditions, starting from the date of receipt of the advance payment invoice and the Advance Payment Guarantee (where applicable). The Advance amount paid shall be deducted from the total amount due.

12.1.12. Upon termination of the Contract, within five (5) business days the Supplier must return to the Buyer the received Advance amount (If part of the Goods has been delivered and accepted by the Buyer, and can be used for their intended purpose, the Supplier shall return only that part of the Advance which exceeds the value of the accepted Goods). If the Supplier fails to return the Advance, the Buyer shall enforce the Advance Payment Security (where applicable). In cases where Clause 12.1.3 of the General Terms and Conditions was not applied, the Supplier shall pay penalties, in the amount specified in the Special Terms and Conditions, on the refundable portion of the Advance for the period from the date of payment of the Advance until the date of its repayment.

12.2. Procedure of Payment

12.2.1. Unless otherwise specified in the Special Terms and Conditions, the Supplier shall issue an Invoice only after both Parties have signed the Handover Deed in the below procedure:

12.2.1.1. Electronic invoice complying with the European Standard on Electronic Invoicing, as referenced in Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes

pursuant to Directive 2014/55/EU (**the European Standard on Electronic Invoicing**) may be submitted via the electronic means chosen by the Supplier.

12.2.1.2. Electronic invoices that do not meet the European Standard on Electronic Invoicing must be submitted exclusively through the electronic invoicing system (hereinafter - **SABIS**).

12.2.2. The Buyer must accept and process electronic invoices using the information system SABIS, except for the event of failure of information system SABIS due to mobilization, war, the state of emergency, that disrupt communication and information exchange between the Buyer and the Supplier by means of the information system SABIS.

12.2.3. Advance payment invoices (where an Advance Payment is provided for in the Special Terms and Conditions) must be submitted by the Supplier in accordance with the procedure laid down in this Subsection.

12.2.4. The Buyer shall make payments for the Goods within the terms laid down in the Special Terms and Conditions.

12.2.5. In the event of delays in payment under the Contract, the Buyer shall be subject to penalties as specified in the Special Terms and Conditions.

12.2.6. If the Goods are delivered in batches, the above payment procedure shall apply to each such batch, unless otherwise provided in the Special Terms and Conditions.

12.2.7. If the Parties have entered into a tripartite agreement with a subcontractor, the Buyer shall transfer the amount due to the subcontractor to the bank account specified in the tripartite agreement. The remaining portion of payment shall be transferred to the Supplier's bank account after signing the Handover Deed in respect of the delivered Goods in accordance with the requirements of the Contract and the tripartite agreement, and after the Supplier has submitted the Invoice for the Goods to the Buyer.

12.3. Other Payment Provisions

12.3.1. The Buyer shall make all payments to the Supplier's bank account specified in the Special Terms and Conditions.

12.3.2. The Buyer shall have the right to deduct any amounts receivable from the Supplier from the payments due to the Supplier under the Contract (i.e., to make unilateral deductions). For this reason, the Supplier shall not be permitted to assign, pledge, or otherwise transfer or dispose of any amounts receivable under the Contract to third parties without the prior written consent of the Buyer.

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

12.3.4. For any late payments under the Contract, the Party in default shall pay the other Party penalties in the amount specified in the Special Terms and Conditions.

13. CONFIDENTIAL INFORMATION

13.1. The Parties undertake to ensure confidentiality and shall not, without the other Party's prior written consent, disclose any confidential information to any employees, affiliates, or third parties who do not require such information for the performance of their work duties, except in the cases specified below.

13.2. Either Party shall be allowed to disclose the other Party's confidential information in the following cases:

13.2.1. Disclosure of confidential information is necessary for the proper exercise or fulfilment of the Party's contractual rights or obligations, provided that the information is disclosed only to the extent

required for that particular purpose and only to such third parties who need to know it, and provided that those third parties assume confidentiality obligations equivalent to those set forth in this Contract. If any such third party discloses confidential information, the Party shall be liable for their actions as for its own.

13.2.2. Disclosure of confidential information is required under applicable laws or other legal regulations, including when such disclosure is requested by public administrative authorities under the provisions of the Law on Public Administration of the Republic of Lithuania.

13.3. Before disclosing confidential information, the Party must inform the other Party of the necessity or the receipt of a request from a public administrative authority to disclose the confidential information (to the extent not prohibited by law or other legal regulations) and must take reasonable steps to ensure the confidentiality of the disclosed information.

13.4. The Party shall be liable:

13.4.1. For any unauthorised, including accidental, disclosure, transfer, or improper use of the other Party's confidential information or any part thereof;

13.4.2. For failure to take all reasonable steps to secure and protect the other Party's confidential information or any part thereof, and to prevent further unauthorised disclosure, transfer, or use.

13.5. The Party that discloses the other Party's confidential information without any reasonable grounds shall pay the other Party a penalty in the amount specified in the Special Terms and Conditions.

14. PERSONAL DATA PROTECTION

14.1. The Parties undertake to protect personal data and to process such data lawfully, in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the General Data Protection Regulation), and other applicable legislation governing personal data processing.

14.2. The Parties confirm that, where the processing of personal data is necessary for the proper performance of this Contract, they shall enter into a specific Data Processing Agreement specifying the scope and duration of processing, the nature and purpose of processing, the types of personal data and categories of data subjects, and the obligations and rights of the data controller.

15. INTELLECTUAL PROPERTY

15.1. All results and related rights arising from the performance of this Contract, including intellectual property rights (except for moral rights in the results of intellectual activity), shall be the property of the Buyer transferable to the Buyer at the moment of the signing of the Handover Deed, without any limitations. The Buyer shall have the unrestricted right to use, publish, transfer, or assign such rights to third parties without the Supplier's consent, unless otherwise provided for in the Special Terms and Conditions, or where the nature of the Goods and/or the manufacturer's exclusive rights, patents, or similar intellectual property restrictions prevent the transfer of ownership rights.

15.2. The Supplier shall indemnify and hold the Buyer harmless against all claims arising from intellectual property rights, including, but not limited to, patent rights, trademark rights, industrial design rights (whether registered or not), rights arising from applications for registration of any such rights, copyright, database producer (*sui generis*) rights, and any rights or obligations of owners of trade names, business names, company names, or similar designations, whether registered in the Republic

of Lithuania or abroad, as provided in this Contract, except where such infringement result from the Buyer's fault.

15.3. Without the Buyer's prior written consent, the Supplier shall not use the Buyer's symbols, name, or logo for advertising or marketing purposes, and the Supplier shall not be allowed to use any intellectual property developed by the Buyer. In the event of non-compliance with this obligation, the Supplier shall be subject to a penalty in the amount specified in the Special Terms and Conditions.

16. STATEMENTS AND GUARANTEES

16.1. Every Party declares and guarantees that:

16.1.1. All necessary decisions, permits, and consents required for the conclusion, validity, and performance of this Contract have been lawfully adopted, obtained, and remain valid; all other necessary legal actions required for the conclusion and performance of the Contract have also been properly accomplished.

16.1.2. By signing this Contract, the Party does not exceed its legal capacity or authority and does not violate any applicable laws or regulations, court or arbitral awards, administrative acts, agreements, or other obligations under private, public, European Union, or international law.

16.1.3. The Party's representative has full legal authority to conclude and perform the Contract. By signing this Contract, the Party's representative does not breach the provisions of the Party's by-laws, internal regulations, governance documents, or the rights and legitimate interests of the Party's management bodies or creditors, and acts in good faith and with due care toward the Party and the members of its bodies.

16.1.4. The Party has duly considered all the circumstances that may have a material impact on the conclusion and performance of this Contract. There are no any terms or circumstances in the Contract that may adversely affect the Party's will or capacity to enter into and perform the obligations agreed in the Contract;

16.1.5. The Contract is based on the principles of honesty, reasonableness, justice, and equality of the Parties without fraudulence and pressure. The Parties have disclosed all relevant information to each other if such information is of material importance for signing and performance of the Contract.

16.1.6. All representations and warranties made by the Parties are complete and free of any omissions that could render the representations and warranties misleading.

16.2. The Supplier also represents and warrants to the Buyer that the Supplier, its subcontractors, joint venture partners, and professionals possess all valid and lawful permits, licenses, certificates, and professional recognition documents required under applicable laws and regulations for the performance of this Contract.

16.3. The Supplier further represents that the rights of ownership, possession, and use of the Goods being sold have not been restricted and that no third party has any claims, encumbrances, or other rights (including pledges, seizures, etc.) affecting the Goods to be sold under this Contract.

16.4. For the purposes of this Contract, the Supplier undertakes to comply with all environmental, social, and labour law obligations established by European Union and national legislation, by collective agreements, and by the international conventions listed in Annex 5 of the Law on Public Procurement.

17. GENERAL LIABILITY PROVISIONS

17.1. The payment of penalties for delay or breach of contractual obligations does not release a Party from the obligation to perform its contractual duties properly.

17.2. The payment of penalties and/or the enforcement of a performance guarantee (if applicable) does not exclude either Party's entitlement to claim compensation for damages. The penalties provided for in this Contract are deemed to represent the minimum indisputable losses of the Parties. Either Party shall have the right to recover damages arising from the other Party's improper performance or non-performance of its contractual obligations, up to the amount of the Initial Contract Value, unless legislation requires higher compensation. This limitation of liability shall not apply where damages result from the breaches of confidentiality obligations, data protection laws, or intellectual property rights.

17.3. If any of the representations or warranties provided in this Contract appears to be materially inaccurate, false, or misleading, the Party in default shall compensate the other Party for all losses incurred as a result of such inaccurate, false, or misleading representation or warranty.

17.4. The remedies provided for in this Contract shall not limit the right of the Parties to exercise other legitimate remedies.

17.5. Limitations of contractual liability shall not apply in cases where the damages are caused intentionally or by gross negligence, result in non-pecuniary harm, personal injury, or loss of life, or where damage (including losses) is caused to third parties, including instances where one Party compensates third parties for the damages caused by the other Party.

17.6. Upon expiry of this Contract, the Parties shall not be released from liability for any breach of the Contract. Upon expiry of the Contract, the Parties shall retain the right to claim compensation for damages and penalties for non-performance.

17.7. If the Contract is terminated due to a material breach in accordance with Subclause 22.2.1 of the General Terms, and/or if the Supplier complies with a material contractual condition specified in Section 10 of the Special Terms and Conditions with substantial or recurring deficiencies, the Supplier shall be added to the list of unreliable suppliers in accordance with Clause 91 of the Law on Public Procurement. The cases in which a material contractual condition is considered to have been met with substantial or recurring deficiencies are specified in Section 10 of the Special Terms. Compliance with a material contractual condition with substantial or recurring deficiencies may also be recognised in other cases not specified in the Special Terms and Conditions, after evaluating the specific circumstances of the improper performance.

18. FORCE MAJEURE CIRCUMSTANCES

18.1. A Party shall not be held liable under this Contract, and may be fully or partially released from civil liability, on the below listed grounds:

18.1.1. due to Force Majeure circumstances – in such cases, the provisions of Clause 6.212 of the Civil Code of the Republic of Lithuania and the rules approved by the Government of the Republic of Lithuania by the Resolution No.840 "On the Approval of Rules for Release from Liability due to Irresistible Forces (Force Majeure)" dated 15 July, 1996, shall apply;

18.1.2. due to acts by European Union Member States – when the fulfilment of contractual obligations becomes impossible due to mandatory and unforeseeable acts or measures taken by the competent authorities of an EU Member State, which the Parties had no legal right to contest and which could not reasonably have been foreseen in advance.

18.2. The Party claiming exemption from liability shall immediately notify the other Party in writing about the existence of Force Majeure event, however, not later than within 5 (five) business days from the occurrence or discovery of the existence of Force Majeure event with the evidence that all reasonable precaution was taken and every effort was made to reduce expenses or mitigate adverse

effects and shall notify about the estimated time of fulfilment of the affected obligations. The Party must also promptly notify the other Party once the grounds for non-performance expire.

18.3. The Party may rely on the event of Force Majeure from the occurrence of the event of Force Majeure or, if the notice has not been given within the specified time frame – from the date of submission of such a notice. If the Party fails to give a notice to the other Party or provide it with information in a timely manner, it shall be liable to compensate the other Party for damages suffered in connection with such failure to give a notice when due or omission of such notice.

18.4. If Force Majeure circumstances persist for more than 1 (one) month from the date of reporting about the Force Majeure situation, either Party shall be free to terminate the Contract upon notifying the other Party about it in writing 5 (five) business days in advance. The following circumstances shall not be attributed to Force Majeure events: the Party's lack of financial resources, breaches of the obligations by the debtor's contractual counterparties, or the debtor itself fails to fulfil the obligations against its own counterparties.

19. INVALIDITY OF THE PROVISIONS OF THE CONTRACT

19.1. If any provision of this Contract is or becomes wholly or partially invalid, the Parties shall promptly conclude a written Agreement to replace the invalid provision with a new one that, to the possible extent, has the same economic and legal effect intended by the original clause that lost its effect. Such invalidity shall not render the remaining provisions of the Contract invalid, provided that this is not against the applicable laws and it can be reasonably assumed that the Contract would have been lawfully concluded without the invalid provision.

19.2. If an amendment to the General Terms and Conditions, as specified in the Special Terms and Conditions, is or becomes wholly or partially invalid, the previous version of the relevant clause of the General Terms and Conditions shall not apply. In such a case, the Parties shall act as prescribed for in Clause 19.1 of the General Terms and Conditions.

20. AMENDMENTS TO THE CONTRACT

20.1. During the validity of the Contract, its terms and conditions may not be changed, except for those provisions the amendment of which is expressly permitted under this Contract and/or allowed in accordance with the provisions of the Law on Public Procurement.

20.2. Any amendment to the Contract shall be documented by a written Agreement between the Parties.

20.3. The Party applying for such an Agreement must notify the other Party in writing about the proposal to modify the Contract. This notice must be supported by a substantiated justification demonstrating both the factual and legal grounds for amending the Contract. Within five (5) business days (or within another time frame agreed by the Parties in writing), the other Party shall review and evaluate the received information and provide its written comments and proposals, justified by the provisions of the Contract and/or mandatory requirements of applicable laws and regulations.

20.4. The Agreement shall enter into force on the date of its execution, unless otherwise specified in the Agreement. The Buyer has an obligation to publish the Agreement in accordance with the procedures laid down in Clauses 33 and 86 of the Law on Public Procurement.

20.5. Any change of the contact persons or company details specified in the Special Terms and Conditions shall not be considered a Contract amendment (except for cases involving the replacement of the Supplier, joint venture Partner, subcontractor, or professional by another person).

In such cases, the affected Party shall unilaterally update the information and notify the other Party accordingly. The Agreement must not constitute a substantive change of the Contract.

21. SUSPENSION OF CONTRACT

21.1. In the absence of the Supplier's fault and where circumstances arise beyond the Supplier's control, and which could not have been foreseen at the time of conclusion of the Contract, making it impossible to fulfil contractual obligations and/or in other unpredictable circumstances, either Party shall have the right to apply for a temporary suspension of the supply of Goods (or any batch thereof) until such circumstances cease to exist.

21.2. The supply of Goods (or any batch thereof) may be suspended if at least one of the following circumstances exist:

21.2.1. In the event of Force Majeure provided in Section 18 of the General Terms and Conditions, the deadlines for performance of contractual duties shall be suspended from the moment of the rise of such event, or, if notification was delayed, from the moment of such notification, and shall resume once the circumstances no longer cause obstacles for the performance of the Contract;

21.2.2. Where the Buyer is unable to accept the Goods for reasons set out in the Contract (such as, the premises intended for the installation of the Goods have not been yet completed), and consequently the Supplier cannot perform its contractual obligations;

21.2.3. Due to the unforeseen goods, services, or works related to the scope of procurement, the need for which became apparent only in the course of the performance of the Contract;

21.2.4. Where, through no fault of the Buyer, the performance of another Buyer's procurement contract, having a direct impact on this Contract, is delayed;

21.2.5. Where there are substantiated obstacles or interferences caused to the Supplier by third parties, other than due to the Supplier's failure or improper performance the contractual obligations;

21.2.6. Due to the amendment or entry into effect of legal acts affecting the performance of this Contract;

21.2.7. Where suspension of contractual obligations becomes unavoidable due to suspended, redistributed, delayed, or insufficient funding available for the Buyer for the procurement of Goods;

21.2.8. Due to judicial or arbitral proceedings involving the Buyer or third parties, the scope of which is directly related to the performance of this Contract.

21.3. If the suspension of the supply of Goods (or any batch of thereof) occurs due to any of the circumstances listed in Clause 21.2 of the General Terms and Conditions and exists no longer than three (3) months, such suspension shall be considered a Contract amendment made under the terms set forth in the Contract and shall be documented in accordance with Clause 21.6 of the Contract.

21.4. If the suspension of the supply of Goods (or any batch thereof) occurs for any reason not listed in Clause 21.2 of the General Terms and Conditions and/or if the circumstances referred to in Clause 21.2 of the General Terms and Conditions continue to exist for more than three (3) months, and/or if the suspension procedure provided in this Section is not observed, such suspension shall be treated as a Contract amendment and must comply with the provisions of the Law on Public Procurement and shall be documented in the procedure defined in Clause 21.6 of the Contract.

21.5. Contractual obligations may be suspended only during the Contract validity period and only within the procedure outlined below:

21.5.1. If circumstances arise that prevent the Supplier from performing its contractual obligations, the Supplier must immediately notify the Buyer in writing. The Supplier's written request for suspension must provide for a clear description of the grounds for suspension (Clause 21.2 of the General Terms

and Conditions) and substantiated arguments, objective factual grounds and evidence demonstrating the occurrence of such circumstances and their expected duration. Upon evaluating the received request, the Buyer shall, within three (3) business days, notify the Supplier in writing of the decision regarding the suspension of Contract performance. If the Supplier fails to provide sufficient evidences, justification, or factual grounds for the suspension, the Buyer shall have the right to refuse the suspension request in writing.

21.5.2. If the Buyer determines that it is necessary to suspend the performance of contractual obligations, the Buyer must notify the Supplier in writing and provide a reasoned explanation of the circumstances necessitating suspension and the necessary duration of the suspension, the Supplier must confirm the agreement with the suspension in writing within maximum 3 (three) days. The Supplier shall have the right to object to the suspension only if the Supplier can independently and at own expense eliminate the causes necessitating the suspension of performance of the contractual obligations.

21.5.3. Upon receiving the Buyer's written notification about the suspension, the Supplier must cease performance of the relevant contractual obligations or parts thereof immediately, but no later than within three (3) business days from the date the confirmation was dispatched to the Buyer. If performance of contractual obligations (or any portion thereof) is suspended, neither Party shall perform the contractual obligations or any portion thereof.

21.6. The suspension of performance of the contractual obligations shall be documented in the form of a written agreement between the Parties specifying the reasons and duration of the suspension and including documentary evidences of the grounds for suspension, and must be signed by the authorized representatives of both Parties. Such agreements shall form a constituent part of the Contract.

21.7. The performance of contractual obligations shall only be suspended for the period no longer than actual and justified circumstances preventing the performance exist.

21.8. The Parties agree that the period of suspension shall not be included in the total period of performance of contractual obligations. During the suspension period contractual obligations shall not be performed, and the Buyer shall not make any payments or be obliged to pay penalties, compensation, or downtime fees to the Supplier.

21.9. When the performance of contractual obligations was suspended on the grounds provided for in the contract, the suspension shall be lifted when the suspension grounds cease to exist, or when the period agreed by the Parties expires (whichever occurs first). If the performance of contractual obligations resumes earlier than the date agreed by the Parties, the Parties shall document the new resumption date in writing.

21.10. Upon resumption of the Contract performance, the deadlines for unfulfilled obligations (or parts thereof) and the Contract validity period shall be extended in proportion to the remaining time for their performance at the moment of suspension.

21.11. If suspension of the performance of contractual obligations extends for more than three (3) months, either Party may request the other Party to resume performance of the Contract by written notice. If the Party fails to resume performance within ten (10) days of receiving such notice without justified grounds, the other Party shall have the right to terminate the Contract, by giving the other Party a ten (10) days' written notice of termination.

22. TERMINATION OF THE CONTRACT

The Contract may be terminated in the cases provided for in Clause 90 of the Public Procurement Law and in the Contract, including the option of termination by agreement of the Parties.

22.1. Claims for Breach of Contract

22.1.1. If either Party breaches the Contract or violates any applicable laws or regulations, the other Party shall have the right to submit a written claim specifying which provision of the Contract or of the applicable law has been breached and in what manner, and a reasonable deadline for remedying the breach.

22.1.2. The Party receiving the claim must respond without delay, but no later than within five (5) business days, stating what corrective measures it intends to take to rectify the breach within the time limit specified in the claim, or provide an alternative substantiated time limit. The Supplier's entitlement to propose an alternative time limit shall not be construed as an obligation of the Buyer to accept it. The proposed alternative shall replace the time limit provided for in the claim only if accepted in writing by the other Party.

22.2. Termination of the Contract Initiated by the Buyer

22.2.1. The Buyer may unilaterally terminate the Contract by giving the Supplier no less than five (5) days' written notice, if the Supplier commits a material breach of the Contract as specified in the Special Terms and Conditions, or any other breach that meets the definition of a material breach provided for in the Civil Code of the Republic of Lithuania, and fails to rectify the breach within the time limits specified in the Buyer's claim.

22.2.2. The Buyer shall also have the right to unilaterally terminate the Contract fully or partially by giving the Supplier no less than ten (10) days' written notice if any of the following events occur:

22.2.2.1. bankruptcy proceedings are initiated against the Supplier, out-of-court bankruptcy proceedings are commenced, the Supplier becomes or is likely to become insolvent, its business operations have been suspended, or an analogous situation emerges in accordance with the procedures established by laws and other legal regulations;

22.2.2.2. The Supplier's situation changes to the extent that it meets any exclusion grounds set forth in the procurement documents;

22.2.2.3. Legal acts relating to the subject matter or performance of the Contract, or to the Buyer's operations falling within the scope of the Contract, are amended, and as a result, the Buyer decides to terminate the Contract;

22.2.2.4. The Buyer decides to cease the activity for the operation of which the Goods were acquired, and the need for the Contract ceased to exist;

22.2.2.5. The Buyer's management body adopts a decision resulting in the elimination of the need for the Contract;

22.2.2.6. The Buyer's financial position changes/deteriorates, or the Buyer fails to receive or loses the funding and therefore decides to terminate the Contract;

22.2.2.7. Changes occur in the Buyer's organizational structure, such as its legal status, type, or management structure, and such changes may adversely affect proper performance of the Contract or eliminate its necessity;

22.2.2.8. The necessity for the Goods to be purchased no longer exists;

22.2.2.9. The Buyer receives an instruction or recommendation from the procurement supervisory authorities to terminate the Contract;

22.2.2.10. The Supplier delays extending or refuses to extend the performance guarantee for more than ten (10) business days after the expiry of the previous guarantee;

22.2.2.11. The Supplier refuses or fails to rectify the defects in the Goods within the reasonable time limits allowed by the Buyer;

22.2.2.12. The Supplier breaches the Contract or the law and fails to rectify the breach within the time limits allowed in the Buyer's written claim;

22.2.2.13. The Government of the Republic of Lithuania adopts a decision, in accordance with the Law on the Protection of Objects of Importance to Ensuring National Security confirming that the Contract does not comply with national security interests (applicable if the Buyer operates in or is deemed part of strategically important sectors for national security);

22.2.2.14. Circumstances referred to in Article 37(8) and/or Article 47(8) of the Public Procurement Law arise.

22.2.3. The Contract shall be deemed null and void if it becomes evident that the performance of the Contract contravenes mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law of the Republic of Lithuania on International Sanctions, as well as in any other applicable international, European Union, or Lithuanian legal regulations (if it falls under any of the applicable sanctions). The point of time at which the Contract becomes void shall be determined in accordance with the aforementioned legislation.

22.2.4. If the Contract entered into force prior to the implementation of such international sanctions in the Republic of Lithuania, the Buyer shall, without delay but no later than within five (5) days, unilaterally terminate the Contract or suspend its performance for the duration of the sanctions as they have been defined in the Law of the Republic of Lithuania on International Sanctions, notifying the Supplier about it in writing. It is prohibited to undertake or continue any contractual obligations that would be against international sanctions implemented in the Republic of Lithuania.

22.2.5. If the Contract is terminated due to a material breach on the part of the Supplier or because the Supplier ceases performance of the Contract without any valid grounds without observing the procedure established in the Contract, the Supplier shall pay the Buyer a penalty in the amount specified in the Special Terms and Conditions, and compensate the Buyer's losses resulting from the termination of the Contract. If the Special Terms and Conditions stipulate that the proper performance of the Contract is secured by a performance guarantee, the Supplier undertakes to pay the Buyer the remaining portion of the specified penalty amount and compensate for any uncovered losses, to the extent they are not covered by the performance guarantee. If the Buyer claims compensation of damages, the amount of the penalty shall be offset against the damages.

22.2.6. The Buyer shall also be entitled to unilaterally terminate the Contract in other instances stipulated in the Special Terms and Conditions (where applicable) and in accordance with the provisions of laws and other legal regulations.

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

22.2.8. If the Supplier eliminates the breach or the circumstances leading to termination cease to exist, the Contract may not be terminated, and the termination notice shall lose its power, provided that the Supplier furnishes information evidencing that the breach has been remedied, or the circumstances leading to the termination have ceased to exist.

22.3. Termination of the Contract Initiated by the Supplier

22.3.1. The Supplier shall have the right to unilaterally terminate the Contract by giving the Buyer at least thirty (30) days' prior written notice, if the Buyer fails to meet payment deadlines (except where the Buyer lawfully withholds payment under the Contract); and the Buyer's debt against the Supplier

exceeds twenty percent (20%) of the Initial Contract Value; and the Buyer, having received a written claim from the Supplier, fails to pay the due amount within thirty (30) days.

22.3.2. The Supplier shall also have the right to unilaterally terminate the Contract by giving the Buyer no less than ten (10) days' written notice if any of the following events occur:

22.3.2.1. bankruptcy proceedings are initiated against the Buyer, out-of-court bankruptcy proceedings are commenced, the Buyer becomes or is likely to become insolvent, its business operations have been suspended, or an analogous situation emerges in accordance with the procedures established by laws and other legal regulations;

22.3.2.2. The Buyer breaches the Contract or applicable laws and fails to rectify the breach within the time limit specified in the Supplier's written claim, except for the instance provided for in Clause 22.3.1.

22.3.3. If the circumstances referred to in Clause 22.3.1 relate only to a specific part of the Contract or to a specific Agreement, the Supplier shall be entitled to terminate only that particular part of the Contract or only that particular Agreement.

22.3.4. The Supplier shall also be entitled to unilaterally terminate the Contract in other instances stipulated in the provisions of laws and other legal regulations.

22.3.5. If the Contract is terminated due to a material breach on the part of the Buyer or because the Buyer ceases performance of the Contract without any valid grounds without observing the procedure established in the Contract, the Buyer shall pay the Contractor a penalty in the amount specified in the Special Terms and Conditions, and compensate the Supplier's losses resulting from the termination of the Contract.

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

22.3.7. If the Buyer eliminates the breach during the term of validity of the termination notice, or the circumstances leading to termination cease to exist, the Contract may not be terminated, and the termination notice shall lose its power, provided that the Buyer furnishes information evidencing that the breach has been remedied, or the circumstances leading to the termination have ceased to exist.

22.4. Rights and obligations of the Parties in the Event of Termination

22.4.1. The termination of the Contract shall not affect the validity of the provisions of the Contract governing the procedure of settlement of disputes or other provisions if, because of their essence, these provisions must survive the expiry of the Contract.

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

22.4.2.1. Ensure that all Goods delivered and all other actions performed up to the date of termination comply with the requirements of the Contract, and that neither Party shall raise any further claims against the other in this respect;

22.4.2.2. Pay for all Goods delivered prior to the termination, provided such Goods comply with the requirements laid down in the Contract;

22.4.2.3. Within ten (10) days from the date of receipt of the termination notice or the date of conclusion of the Agreement on Termination, deliver to each other all documents that were required to be delivered under the provisions of the Contract.

23. REPLACEMENT OF THE MODEL OR MANUFACTURER OF THE GOODS

23.1. The Supplier shall be entitled to replace the model and/or manufacturer of the Goods only if all of the following criteria are met:

23.1.1. The Goods listed in the Supplier's offer are no longer manufactured, or their supply has been substantially disrupted, and the Supplier has obtained the manufacturer's confirmation; and/or the Goods, their manufacturer, or components constitute a threat to national security, and/or the supply of such Goods is against the mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Law of the Republic of Lithuania on International Sanctions; and/or the Goods, their components, or the manufacturer do not comply with the requirements of Clause 45(21) of the Public Procurement Law;

23.1.2. The replacement Goods fully comply with all the requirements of the procurement documents, and are of equal or higher quality than the Goods specified in the Supplier's offer, as evidenced by supporting documents provided by the Supplier. If the Supplier provided samples of the Goods during the procurement procedure, the delivered replacement Goods must be of at least the same quality than the approved samples;

23.1.3. No later than ten (10) days prior to the intended replacement date, the Supplier provided the Buyer with a written request accompanied by all supporting documents justifying the replacement and has received the Buyer's written consent. The Buyer shall be entitled to refuse the proposed replacement and terminate the Contract, if the Supplier fails to provide evidence, or if the evidence does not substantiate the compliance of the replacement Goods with the procurement requirements and of equal or superior quality than the Goods stipulated in the Contract;

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

23.2. In the cases provided for in this Section of the General Terms and Conditions, the replacement Goods shall be delivered at a price not exceeding the price stipulated in the Supplier's original offer.

24. COMMUNICATION PROCEDURES AND LANGUAGE

24.1. The Contract is made in Lithuanian. If the Contract or any document making a constituent part of the Contract is executed or translated into another language, the Lithuanian version shall prevail in all cases (in the event of any discrepancies between versions, the Lithuanian version shall prevail).

24.2. If a Party notifies the other Party of its updated contact details, all communications and information sent under this Contract shall be directed to the new contact details from the moment such notice is received. If either Party fails to notify the other Party of any changes in its contact details, or until such notification is received, any communication directed to the last known contact details shall be deemed properly delivered.

24.3. If a notice is served personally, by post, or by express mail services, it must be handed in against the recipient's signature and shall be deemed received on the date stipulated in the acknowledgement of receipt.

24.4. If any communication is sent by e-mail, it shall be deemed received on the next business day.

24.5. If several delivery methods are employed, the notice shall be deemed received on the date when the earliest version of the notice reaches the recipient.

25. CLAIMS AND DISPUTE RESOLUTION PROCEDURE

25.1. Any disputes, disagreements, or claims arising out of or related to this Contract, including its breach, termination, or validity, shall be resolved through negotiations between the representatives or authorized persons of the Parties.

25.2. If the Parties fail to resolve the dispute through negotiation, such dispute, disagreement, or claim arising out of or related to this Contract, its breach, termination, or invalidity shall be finally resolved by the courts of the Republic of Lithuania in accordance with the laws of the Republic of Lithuania.

25.3. The existence of a dispute shall not relieve the Parties from the duty to fulfil their contractual duties.

SPECIAL CONDITIONS OF THE SALE–PURCHASE CONTRACT OF THE GOODS

Name of contract	CONTRACT FOR THE PROCUREMENT OF THE AMUSEMENT DEVICE – A FERRIS WHEEL AND ITS TECHNICAL MAINTENANCE SERVICES		
Date of the Contract		Number of agreement	

1. PARTIES TO THE CONTRACT		
1.1. Buyer	1.1.1. Name	Kaunas IN, VšĮ
	1.1.2. Legal entity code	135491916
	1.1.3. Address:	Laisvės al. 36, 44240 Kaunas
	1.1.4. VAT payer code	LT100000924215
	1.1.5. Account No	LT757044060008160037
	1.1.6. Bank, bank code	AB SEB bankas, bank code 70440.
	1.1.7. Tel.	+370 616 23 828
	1.1.8. E-mail	info@kaunasin.lt
	1.1.9. Representative of the Party	Tadas Stankevičius
	1.1.10. Grounds for representation	Director
1.2. Supplier (if the Supplier is a natural person, the sections are to be adjusted accordingly. If the Supplier is a group of suppliers, the sections are to be completed by inserting the information of each member of the group)	1.2.1. Name	
	1.2.2. Legal entity code	
	1.2.3. Address:	
	1.2.4. VAT payer code	
	1.2.5. Account No	
	1.2.6. Bank, bank code	
	1.2.7. Tel.	
	1.2.8. E-mail	
	1.2.9. Representative of the Party	
	1.2.10. Grounds for representation	

2. RESPONSIBLE PERSONS	
2.1. Buyer's contact persons responsible for performance of the Contract, acceptance of the Goods, and acceptance of invoices via the SABIS information system	(specify unit/department, position title, full name, tel., email)
2.2. Supplier's contact persons responsible for	(specify unit/department, position title, full name, tel., email)

the performance of the Contract	
3. SUBJECT MATTER OF THE CONTRACT	
3.1. Subject matter of the Contract	The Supplier undertakes, under the conditions set out in the Contract and in accordance with the handover–acceptance certificate, to transfer to the Buyer the amusement device – the Ferris wheel (the Goods), and to provide the manufacturer’s technical maintenance services of the Goods (the "Services") for 12 months from the date of transfer of the Goods to the Buyer. A detailed description of the Goods and the Services and other requirements are set out in Annex 1 to the Contract “Technical Specification” (the "Technical Specification") and Annex 2 to the Contract "Tender".
3.2. Procurement name and number	Procurement of the amusement device – the Ferris wheel and its technical maintenance services. Procurement No (ID): (enter)
3.3. Information about a project financed by the European Union funds or another project	Not applicable
4. DELIVERY TERMS AND PROCEDURE FOR DELIVERY AND ACCEPTANCE OF GOODS	
4.1. Delivery time for delivery of the Goods when the Goods are delivered in one batch Service delivery terms	<p>4.1.1. The Supplier undertakes to deliver and transfer the Goods to the Buyer and to conduct training for the personnel designated by the Buyer no later than within 12 months from the date of entry into force of the Contract.</p> <p style="text-align: center;"><i>or</i></p> <p>4.1.1. The Supplier undertakes to deliver and hand over the Goods to the Buyer and to provide training to the Buyer’s designated personnel no later than within ... months (insert the specific period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, for which economic advantage points were awarded, i.e. where a period shorter than 12 months from the date of entry into force of the Contract was indicated in the tender) from the date of entry into force of the Contract.</p> <p>4.1.2. The Supplier undertakes to provide the Services for 12 months from the date of signing the handover–acceptance certificate of the Goods.</p>
4.2. Extension of the due date for the delivery of the Goods (or part thereof) and the due date for provision of the Services	Not applicable

4.3. Ordering procedure	Not applicable
4.4. Due to the minimum order value/volume	Not applicable
4.5. Documents provided together with the Goods and/or the Services rendered	<p>4.5.1. The following documents shall be provided together with the Goods:</p> <p>4.5.1.1. Handover–acceptance certificate of the Goods;</p> <p>4.5.1.2. Valid documents required for the use (operation) of the Goods:</p> <p>4.5.1.2.1. A certificate confirming the compliance of the Goods with EN 13814 or LST EN 13814 standards, or ISO 17842 standard, or an equivalent standard;</p> <p>4.5.1.2.2. The technical documentation file (passport) of the Goods complying with the requirements of the Rules for the Maintenance of Motor-Driven Amusement Devices, approved by Order No. A1-45 of the Minister of Social Security and Labour of the Republic of Lithuania of 30 January 2012 “On the Approval of the Rules for the Maintenance of Motor-Driven Amusement Devices”.</p> <p>4.5.2. If the Supplier chooses the payment procedure specified in Clause 5.5.2.1 of the Special Conditions of the Contract, the following shall be provided together with the interim Handover–acceptance certificate of the Goods documents issued by the manufacturer of the Goods confirming the manufacture of the component parts of the Goods; evidence of storage, and where necessary insurance, warehousing of the manufactured parts of the Goods under the Supplier’s responsibility (agreements with suppliers, insurance documents, etc.).</p> <p>4.5.3. Upon provision of the Services, a handover–acceptance certificate of Services shall be submitted. Handover–acceptance certificates of Services shall be submitted every 3 months (a total of 4 times) from the date of transfer of the Goods to the Buyer, in accordance with the procedure established in Clause 5.5.1 of the Special Conditions of the Contract.</p>
5. PRICE OF CONTRACT AND PAYMENT PROCEDURE	
5.1. Pricing method applied to the Contract	Fixed-price pricing shall apply to the Goods and the Services.
5.2. Initial Contract Value and Contract Price for the pricing of the fixed price	<p>5.2.1. The value of the original Contract is (specify the amount in figures) EUR (specify the amount in words) excluding value added tax (hereinafter referred to as the VAT). The initial value of the Contract shall consist of:</p> <p>5.2.1.1. Value of the Goods (specify the amount in figures) EUR (specify the amount in words) excluding VAT;</p> <p>5.2.1.2. the value of the Services for a 12-month period (specify the amount in figures) EUR (specify the amount in words) excluding VAT;</p> <p>5.2.2. VAT totals (specify the amount in figures) EUR (amount in words).</p> <p>5.2.3. The Contract price is (specify the amount in figures) EUR (specify the amount in words) incl. VAT <i>or</i></p>

	<p>(specify the amount in figures) EUR (specify the amount in words) excl. VAT (if VAT is not applicable or is equal to 0).</p> <p>5.2.3.1. The initial value of the Contract shall include: all taxes and charges applicable to the Goods in foreign countries and in Lithuania, including, but not limited to, any customs duties and charges, transportation costs to the location specified by the Buyer in Kaunas, Lithuania, transit, inspection, insurance, factory packaging of the Goods, loading and unloading costs and other costs related to the supply of the Goods, the costs of certification of the Product and obtaining permission for operation in Lithuania, and, if the Supplier chooses the payment terms specified in Clause 5.5.2.1 of the Special Conditions of the Contract – the costs of storage and safekeeping of the Goods, as well as other costs related to the Supplier’s obligations specified in Annex 1 to the Contract, excluding VAT applicable in Lithuania, which, in accordance with EU Directive 2006/112/EC, shall be calculated and paid by the Buyer from its own funds (<i>applicable where the Supplier is not a VAT payer registered in Lithuania</i>). The initial value of the Contract shall also include all costs related to the provision of the Services during the 12-month period, necessary to provide the Services in accordance with the requirements specified in Annex 1 to the Contract;</p> <p>5.2.3.2. Where in accordance with the legislation of the Republic of Lithuania, the Buyer should be required to carry out any actions relating to the importation of the products into the Republic of Lithuania, execution of customs procedures, delivery of the Product to the place specified by the Buyer and might incur any costs, the Supplier shall offset the Buyer any of the costs incurred according to a separately submitted invoice.</p> <p>Under the Contract, the initial value of the Contract shall be equal to the price of the Supplier’s tender excl. VAT, specified for the entire Product and Services (quantity and/or scope) indicated in the procurement documents and the Contract;</p> <p>5.2.5. If certain works or services, materials or charges are not evaluated, they shall be deemed to be performed free of charge, at the Supplier’s expense. The Supplier assumes the risk that, due to circumstances not attributable to the Buyer, the Supplier’s costs related to the performance of the Contract may increase (the cost of performing the Supplier’s obligations may increase). The increase in the price of the implementation of the Supplier’s obligations under this Contract shall not give the Supplier the right to suspend the Contract or to abandon the Contract on this basis.</p> <p>5.2.6. The Supplier confirms that it has received all necessary information which it could have obtained prior to the signing of the Contract by using all its knowledge and due diligence, and which may affect the price of the Contract or the installation of the Goods and the provision of the Services. It shall be deemed that the initial Contract</p>
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	value specified in the Contract covers all contractual obligations of the Supplier and everything necessary for the proper performance and completion of the Contract, including services and goods required for the performance of the Contract which, although not expressly specified in the Contract, could and should have been foreseen and assessed by the Supplier prior to the expiry of the due date for the submission of tenders.
5.3. Recalculation of the Contract price/fees by applying the <u>revision</u> rules	The Contract price will be recalculated as follows: 5.3.1. Due to changes in the VAT rate; 5.3.2. Due to changes in the price level.
5.3.1. Review of Contract prices/rates due to changes in the VAT rate	5.3.1.1. If, during the performance of the Contract, the legal acts regulating the payment of VAT are amended and such amendments have a direct impact on the Contract price of the Goods supplied and the Services provided by the Supplier, the Contract price shall be recalculated without changing the price of the Goods and Services excluding VAT. 5.3.1.2. The recalculated Contract price shall be formalised by an Agreement and shall apply from the date of introduction of the new VAT rate (irrespective of the date on which the Contract is signed).
5.3.2. Review of the price/rates of the Contract due to changes in other taxes affecting changes in the price/rates of the Goods/Services	Not applicable
5.3.3. Revision of the Contract price/fees due to a change in the price level	5.3.3.1. Where the price of the Goods is recalculated: 5.3.3.1.1. The recalculation of price of the Goods (excluding VAT) shall be initiated by a written request of a Party. Either Party to the Contract shall have the right, during the validity of the Contract, to initiate a review (amendment) of the Contract price if the change in the consumer price index "0932 Sports, camping and outdoor recreation equipment (sd)" price level (k), calculated as set out in Clause 5.3.3.1.3, exceeds 7 per cent. 5.3.3.1.2. The Contract price shall be reviewed only for that part of the Contract which has not been redeemed, i.e. for the Goods which have not been accepted and paid for. When carrying out the recalculation, the Parties shall rely on the data of the Indicators Database publicly published by the State Data Agency on the Official Statistics Portal, without requiring the other Party to submit an official document or confirmation issued by the State Data Agency or another authority. 5.3.3.1.3. The new price of the Goods shall be calculated according to the following formula: $a_1 = a + \left(\frac{k}{100} \times a \right), \text{ where:}$

a – price (EUR excl. VAT) (if the revision has already been made, after the last recalculation);

a_1 – recalculated (amended) price (EUR excl. VAT);

k – price change (increase or decrease) (per cent), calculated according to the consumer price index “0932 Sports, camping and outdoor recreation equipment (sd)“ The value ‘k’ is calculated in accordance with the formula:

$$k = \frac{Ind_{latest}}{Ind_{start}} \times 100 - 100, \text{ (per cent), where:}$$

Ind_{latest} – the latest published consumer price index “0932” as at the date of dispatch of the request for price recalculation to the other Party Sports, camping and outdoor recreation equipment (sd)“;

Ind_{start} – the consumer price index for the start date of the period (month) „0932 Sports, camping and outdoor recreation equipment (sd)“.

In the case of the first recalculation, the beginning of the period (month) shall be the month of the closing date for the submission of the tenders for the procurement on the basis of which this Contract has been concluded. For the second and subsequent recalculations, the start of the period (month) shall be the month of the published value of the relevant index value at the time of the last recalculation.

5.3.3.1.4. The source of the current and base price indices – the database of the State Data Agency. The following indices can be found (steps): <https://osp.stat.gov.it/> All indicators/Indicators database/by choosing: Economy and Finance (macroeconomics)\Price indices and changes in prices\Consumer price indices (CPI), price changes, weights, average prices\Consumer price indices\Consumer price indices (in 2015 – 100)\Table options\Classification of individual consumption expenditure by purpose\09 Recreation and culture\093 Other recreational equipment and apparatus, gardens and pets \0932 Sports, camping and outdoor recreation equipment (sd)\The period is specified.

5.3.3.2. Where the price of the Services is recalculated:

5.3.3.2.1. The recalculation of the Services price (excluding VAT) shall be initiated by a written request of a Party. Either Party to the Contract shall have the right, during the validity of the Contract, to initiate a review (amendment) of the Contract price if the change in the consumer price index „0923 Maintenance and repair of other major durable goods for recreation and culture (s)“ price level (k), calculated as set out in Clause 5.3.3.2.3, exceeds 7 per cent.

5.3.3.2.2. The Contract price shall be reviewed only for that part of the Contract which has not been redeemed, i.e. for the Services which have not been accepted and paid for. When carrying out the recalculation, the Parties shall rely on the data of the Indicators Database publicly published by the State Data Agency on the Official Statistics Portal,

without requiring the other Party to submit an official document or confirmation issued by the State Data Agency or another authority.

5.3.3.2.3. The new Services price shall be calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a \right), \text{ where:}$$

a – price (EUR excl. VAT)(if the revision has already been made, after the last recalculation);

a_1 – recalculated (amended) price (EUR excl. VAT);

k – price change (increase or decrease) (per cent) calculated according to the consumer price index "0923 Maintenance and repair of other major durable goods for recreation and culture(s)". The value 'k' is calculated in accordance with the formula:

$$k = \frac{Ind_{latest}}{Ind_{start}} \times 100 - 100, \text{ (per cent), where:}$$

Ind_{latest} – the latest published consumer price index for Maintenance and repair of other major durable goods for recreation and culture as at the date of dispatch of the request for price recalculation to the other Party, "0923 Maintenance and repair of other long-term use equipment intended for recreation and cultural purposes (s)";

Ind_{start} – the consumer price index for the start date of the period (month) "0923 Maintenance and repair of other long-term use equipment intended for recreation and cultural purposes (s)".

In the case of the first recalculation, the beginning of the period (month) shall be the month of the closing date for the submission of the tenders for the procurement on the basis of which this Contract has been concluded. For the second and subsequent recalculations, the start of the period (month) shall be the month of the published value of the relevant index value at the time of the last recalculation.

5.3.3.2.4. The source of the current and base price indices – the database of the State Data Agency. The following indices can be found (steps): <https://osp.stat.gov.it/> all indicators/indicators database/by selecting: Economy and Finance (macroeconomics)\Price indices and changes in prices\Consumer price indices (CPI), price changes, weights, average prices\Consumer price indices\Consumer price indices (in 2015 – 100)\Table options\Classification of individual consumption expenditure by purpose\09 Recreation and culture\092 Other major durable long-term use goods for recreation and culture\ Maintenance and repair of other long-term use equipment intended for recreation and cultural purposes (s)\The period is specified.

5.3.3.3. For the calculations, index values are taken to four decimal places. The calculated change (k) shall be used for further calculations rounded to one decimal place, and the calculated price " a_1 " shall be rounded to two decimal places.

	<p>5.3.3.4. A Party seeking a review of the Contract price must submit a written request to the other Party and provide in the request all necessary information: title, number, and date of the Contract, name, manufacturer, model (if any), code (if any) of the undelivered Goods and/or the list of Services, index values with references to public sources on the Official Statistics Portal of the State Data Agency or other official data sources, and other relevant information. In the request, the Party shall have no right to specify another Index or request recalculation based on a different Index than specified in this procedure.</p> <p>5.3.3.5. The Contract shall be concluded within 10 business days from the date of receipt of a valid request for recalculation of the Contract Price submitted by a Party.</p> <p>5.3.3.6. The Agreement shall not entitle the Parties to modify the procedure set out in the Procedure or any other provisions of the Contract, except where the modification is made in accordance with the provisions of the Law of Public Procurement.</p> <p>5.3.3.7. If the supply of the Goods or the provision of the Services is delayed due to the fault of the Supplier, the prices of the delayed Goods to be delivered or the Services to be provided late shall not be recalculated due to an increase in the price level (they may not be increased).</p>
<p>5.3.4. Revision of the Contract prices/rates due to a change in the price level in accordance with the price changes in the Commodity Groups</p>	<p>Not applicable</p>
<p>5.4. Calculation of the Contract prices/rates by applying the rules for volume/volume change</p>	<p>Not applicable</p>
<p>5.5. Time limit and procedure for payment to the Supplier</p>	<p>5.5.1. The Buyer shall settle with the Supplier no later than 30 (thirty) calendar days after receipt of the Invoice.</p> <p>5.5.2. Upon entering into the Contract, the Supplier shall, within 5 business days from the date of its entry into force, notify the Buyer in writing which of the three payment terms for the Goods it chooses from those specified below (or 5.5.2.1, or 5.5.2.2, or 5.2.2.3).</p> <p>Options of payment terms:</p> <p>5.5.2.1. Interim payments (in this case, the Supplier must have factored into the price of the Goods the costs of storage, and, where necessary, insurance and warehousing of the manufactured parts of the Goods under its responsibility), in instalments of the price of the Goods:</p> <ul style="list-style-type: none"> - 20 per cent when all gondolas are manufactured and the documents specified in Clause 4.5.2 of the Special Conditions of the Contract are submitted to the Buyer;

	<ul style="list-style-type: none"> - 20 per cent when the support towers are manufactured and the documents confirming this, as specified in Clause 4.5.2 of the Special Conditions of the Contract, are submitted to the Buyer; - 15 per cent when the spokes are manufactured and the documents specified in Clause 4.5.2 of the Special Conditions of the Contract are submitted to the Buyer; - 10 per cent when the main frame structure is manufactured and the documents specified in Clause 4.5.2 of the Special Conditions of the Contract are submitted to the Buyer; - 10 per cent when the hub is manufactured and the documents specified in Clause 4.5.2 of the Special Conditions of the Contract are submitted to the Buyer; - 15 per cent upon receipt and submission to the Buyer of the factory acceptance test certificate confirming compliance with EN 13814 or LST EN 13814 standards, or ISO 17842 or an equivalent standard. <p>The remaining 10 per cent shall be paid to the Supplier after the Supplier has fulfilled all contractual obligations and the Buyer has accepted the Goods (i.e. upon signing the final handover–acceptance certificate and submission of all documents specified in Clause 4.5.1 of the Special Conditions of the Contract (if not submitted earlier), after the Supplier has performed the actions specified in Clause 5.5 of Section V of Annex 1 to the Contract, has provided training to the Buyer’s personnel, and has fulfilled other obligations specified in Annex 1 to the Contract).</p> <p>If the Supplier chooses this payment option, the Buyer shall have the right, prior to making an interim payment, to access the storage location of the manufactured part of the Goods indicated by the Supplier in order to verify the scope of the manufactured Goods.</p> <p>5.5.2.2. An advance payment may be paid to the Supplier, the amount and payment procedure of which are specified in Clause 5.6 of the Special Conditions of the Contract. If the Buyer pays an advance, the remaining unpaid part of the Goods price shall be paid to the Supplier after the Supplier has fulfilled all contractual obligations relating to the installation of the Goods and the Buyer has accepted the Goods (i.e. upon signing the handover–acceptance certificate). If this payment option is chosen, no interim payments shall be made.</p> <p>5.5.2.3 After the Supplier has fulfilled all contractual obligations relating to the installation of the Goods and the Buyer has accepted the Goods (i.e. upon signing the handover–acceptance certificate), the Buyer shall pay the full price of the Goods specified in Clause 5.2.1.1 of the Special Conditions of the Contract, plus VAT (if applicable). If this payment option is chosen, no interim payments shall be made.</p>
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	<p>5.5.3. Services shall be paid every 3 months (payment to be made 4 times), starting from the date of handover of the Goods to the Buyer, in accordance with the procedure set out in Clause 5.5.1 of the Special Conditions of the Contract. One instalment of the Services price shall be equal to one quarter of the price specified in Clause 5.2.1.2 of the Special Conditions of the Contract, plus VAT (if applicable)..</p>
5.6. Advance payment	<p>Not applicable (<i>delete as appropriate</i>)</p> <p><i>or</i></p> <p>This shall apply where the Supplier, pursuant to Clause 5.5.2 of the Contract, chooses the payment terms specified in Clause 5.5.2.2. The amount of the advance payment security shall be not more than 30 per cent of the value of the Goods excluding VAT, as specified in Clause 5.2.1.1 of the Special Conditions of the Contract, plus VAT (if applicable). The Buyer shall pay the advance to the Supplier on the basis of the Supplier's request and pro forma invoice, no later than within 15 business days from the date of receipt of the Supplier's request, the pro forma invoice, and the advance payment security meeting the requirements of Clause 5.7 of the Special Conditions of the Contract.</p>
5.7. Advance Payment Guarantee	<p>Not applicable (<i>delete as appropriate</i>)</p> <p><i>or</i></p> <p>The amount of the advance payment security shall be not less than the amount of the requested advance. An acceptable advance payment security document shall be a bank or credit union guarantee, or a surety insurance letter issued by an insurance company (together with the surety insurance letter, a surety insurance certificate (policy) and a copy of the payment order confirming payment of the insurance premium specified in the insurance policy must be submitted). Other requirements for the advance payment security are set out in Section 12.1 of the General Conditions of the Contract.</p>
6. QUALITY OF GOODS AND WARRANTY OBLIGATIONS	
6.1. Warrantee period	<p>6.1.1. A manufacturer's warranty period of 2 years shall be established for the Goods.</p> <p>6.1.2. An additional manufacturer's warranty period for the Goods (exceeding the mandatory warranty period specified in Clause 6.1.1 of the Special Conditions of the Contract) shall be established – years (insert only the specific additional warranty period, if it was offered in Item 3 of Annex 2 to the Contract "Tender" and awarded economic advantage points).</p>

	6.1.3. The warranty period shall be calculated from the date of signing the handover–acceptance certificate of the Goods.
6.2. Warranty maintenance	<p>6.2.1. If defects in the Goods are identified during the warranty period, the Seller shall remedy such defects no later than within 30 calendar days from the date of receipt of the written claim.</p> <p>6.2.2. During the warranty period, the Supplier undertakes to provide all necessary maintenance and repair services at its own expense, including consumables, equipment required to eliminate faults, personnel, etc.</p> <p>6.2.3. The warranty shall apply to steel structures and welding works, gondola structures, technical/electrical infrastructure, and drive systems.</p> <p>6.2.4. The warranty may not apply to defects or damage resulting from normal wear and tear, improper use, or operation of the Goods, including, but not limited to, minor defects of individual parts, damage to the interior of gondolas, defects of door opening/closing systems, and paint damage. and any other defects or damage that may also arise from improper use of the Goods.</p> <p>6.2.5. The procedure for identifying and remedying defects in the Goods is established in Section 7 of the General Conditions of the Contract.</p>
6.3. Procedure for the implementation and verification of the quality criteria	<p>Not applicable (<i>in the event that the successful Supplier did not comply with or did not propose the Quality Criteria</i>),</p> <p><i>or</i></p> <p>Where the Supplier has proposed an additional manufacturer’s warranty period in Annex 2 to the Contract “Tender”, i.e. exceeding the mandatory 2-year warranty period for the Goods, the Supplier shall remedy any defects in the Goods no later than 30 calendar days from the date of receipt of a written claim. The Quality Criterion shall be implemented in accordance with the provisions of Section 7 of the General Conditions of the Contract (in the event that the Supplier was awarded quality points during the evaluation of tenders).</p> <p><i>and/or</i></p> <p>Where the Supplier, in Clause 5 of Annex 2 to the Contract, “Tender”, has proposed a period for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, shorter than 12 months, calculated from the date of entry into force of the Contract, and fails to comply with this period during the performance of the Contract, the Supplier shall pay the Buyer a penalty of EUR 3,000 for each day of delay. If the Supplier fails, within 3 (three) months from the due date specified in Clause 5 of Annex 2 to the Contract, “Tender” / Clause 4.1.1 of the Special Terms of the Agreement, to deliver and hand over the Goods to the Buyer and to provide training</p>

	to the Buyer's designated personnel, such failure shall be deemed a material breach of the Contract, entitling the Buyer to terminate the Contract (where quality points were awarded to the Supplier during the tender evaluation).
7. USE OF SUBCONTRACTORS IN THE PERFORMANCE OF THE CONTRACT	
Subcontractors and/or specialists shall be used for the performance of the contract	No subcontractors and/or specialists shall be used for the performance of the Contract. <i>(delete as appropriate)</i> <i>or</i> Subcontractors and/or specialists engaged for the performance of the Contract are listed in Annex 3 to the Contract "Subcontractors and/or Specialists Engaged for the Performance of the Contract".
8. SECURING THE PERFORMANCE OF OBLIGATIONS UNDER THE CONTRACT	
8.1. Security of performance of obligations under the Contract	Performance of obligations under the Agreement is secured by: Penalties (interest, fine)
8.2. Term of contract performance guarantee	Not applicable
8.3. Submission of the Contract Performance Guarantee	Not applicable
9. LIABILITY OF THE PARTIES	
9.1. Penalties apply to the Buyer for delays in payments under the Contract	If the Buyer, having received a properly submitted and completed Invoice, delays payment for properly delivered and quality Goods or for properly provided Services beyond the term specified in the Contract, the Supplier shall charge the Buyer a late payment penalty of 0.02 (two hundredths) per cent per day on the unpaid amount excluding VAT from the day following the specified term.
9.2. Penalties for the Supplier	9.2.1. If the Supplier delays the delivery of the Goods, rectification of defects, or fails to perform other contractual obligations related to the supply of the Goods, the Buyer shall charge the Supplier a late payment penalty of 0.02 (two hundredths) per cent per day on the price excluding VAT of the Goods not delivered on time or delivered with defects, from the day following the specified term. Where the Supplier is late in performing an obligation related to the due date for delivery and handover of the Goods to the Buyer, including the training to the Buyer's designated personnel, for which economic advantage points were awarded to the Supplier, the Supplier shall pay the Buyer a penalty of EUR 3,000 for each day of delay, as specified in Clause 9.7.2 of the Special Conditions of the Contract. 9.2.2. If the Supplier delays the provision of Services or fails to perform other contractual obligations related to the provision of Services, the

	<p>Buyer shall charge the Supplier a late payment penalty of 0.02 (two hundredths) per cent per day on the price excluding VAT of the Services not provided on time, from the day following the specified term.</p> <p>9.2.3. If the Supplier delays the return of an overpayment resulting from a reduction of the amount payable to the Supplier under Clause 7.4.1.2 of the General Conditions of the Contract, the Buyer shall charge the Supplier a late payment penalty of 0.02 (two hundredths) per cent per day on the amount of the overpayment not returned on time, excluding VAT, from the day following the specified term.</p> <p>9.2.4. The Supplier shall pay the Buyer any penalties within 5 (five) business days from the Buyer's request, unless the penalty amount is deducted from the amount payable to the Supplier.</p>
<p>9.3. A penalty shall apply to the Supplier / Buyer in the event of termination of the Contract due to a material breach of the Contract or unjustified termination of its performance in a manner not specified in the Contract</p>	<p>9.3.1. In the event of termination of the Contract due to a material breach specified in Clauses 12.2.2–12.2.5 of the Special Conditions of the Contract, and in the case referred to in Clause 12.2.1 relating to the Goods, a penalty of 5 (five) per cent of the value of Goods excluding VAT, as specified in Clause 5.2.1.1 of the Special Conditions of the Contract, shall be payable.</p> <p>9.3.2. In the event of termination of the Contract due to a material breach specified in Clauses 12.2.6–12.2.7 of the Special Conditions of the Contract, and in the case referred to in Clause 12.2.1 relating to the Services, a penalty of 10 (ten) per cent of the value of Services excluding VAT, as specified in Clause 5.2.1.2 of the Special Conditions of the Contract, shall be payable.</p> <p>9.3.3. Unjustified termination of Contract performance in a manner not provided for in the Contract shall incur a penalty of 3 (three) per cent of the Initial Contract value excluding VAT, as specified in Clause 5.2.1 of the Special Conditions of the Contract.</p>
<p>9.4. The Supplier shall be subject to a penalty for replacing existing subcontractors or specialists / using new subcontractors without complying with the procedure for replacing subcontractors and/or specialists set out in the General Conditions</p>	Not applicable
<p>9.5. Penalties imposed on the Supplier for non-compliance with environmental and/or social criteria</p>	Not applicable

<p>9.6. The Supplier/ Buyer shall be fined for non-compliance with confidentiality requirements</p>	<p>Not applicable</p>
<p>9.7. Penalties for failure to meet the Quality criteria set out in the procurement documents during the performance of the Contract</p>	<p>Not applicable <i>(In the event that the successful Supplier did not comply with or did not propose the Quality Criteria)</i></p> <p><i>or</i></p> <p>9.7.1. If it becomes apparent that the Supplier fails to fulfil obligations related to the additional warranty of the Goods which, during the tender evaluation, was defined in the procurement documents as a quality criterion for which economic advantage points were awarded to the Supplier, and the Supplier fails to remedy such breaches within 60 (sixty) calendar days from the date of receipt of the Buyer’s written claim, the Buyer shall enforce its rights in respect of the additional warranty of the Goods in accordance with the procedure established by the Civil Code of the Republic of Lithuania.</p> <p>9.7.2. If it becomes apparent that the Supplier fails to fulfil obligations related to the due date for delivery and handover of the Goods to the Buyer, including the training to the Buyer’s designated personnel, which, during the tender evaluation, was defined in the procurement documents as a quality criterion for which economic advantage points were awarded to the Supplier, the Supplier shall pay the Buyer a penalty of EUR 3,000 for each day of delay. If the Supplier fails to deliver and hand over the Goods to the Buyer and to provide training to the Buyer’s designated personnel within 3 (three) months from the due date specified in Clause 5 of Annex 2 to the Contract “Tender” / Clause 4.1.1 of the Special Conditions of the Contract, it shall be deemed that the Supplier has committed a material breach of the Contract, entitling the Buyer to terminate the Contract, as specified in Clause 12.2.4 of the Special Conditions of the Contract.</p>
<p>9.8. Penalties for non-renewal of the Contract Performance Guarantee applicable to the Supplier</p>	<p>Not applicable</p>
<p>9.9. A penalty shall be imposed on the Supplier for failing to comply with the requirements regarding the use of the Buyer's symbols, name, and logo in advertising or marketing, as well as for</p>	<p>Not applicable</p>

failing to comply with the prohibition on using the Buyer's intellectual property results.	
9.10. Other default charges	
10. ESSENTIAL TERMS AND CONDITIONS OF CONTRACT	
10.1. Essential terms and conditions of the Contract	Not applicable
10.2. Significant or recurring material breaches in the performance of an essential condition of the Contract	Not applicable
11. VALIDITY AND AMENDMENT OF THE AGREEMENT	
11.1. Conclusion and entry into force of the Contract	This Contract shall be deemed concluded when it is signed by both Parties. The Contract shall remain in force until full performance of obligations, but its term shall not exceed 29 (twenty-nine) months.
11.2. Extension of the Contract period	Not applicable
12. TERMINATION OF THE CONTRACT	
12.1. Grounds for Contract termination	The Contract may be terminated by a written agreement between the Parties or unilaterally, in accordance with the procedures set out in the General Conditions.
12.2. Fundamental breaches of Contract	<p>12.2.1. If the Supplier fails to meet its obligations for the Contract Price set out in the Contract;</p> <p>12.2.2. If it becomes apparent that the Supplier fails to fulfil an obligation related to the additional warranty of the Goods which, during the tender evaluation, was defined in the procurement documents as a tender evaluation criterion for which economic advantage points were awarded to the Supplier, and the Supplier fails to remedy the breaches within 60 (sixty) calendar days from the date of receipt of the Buyer's written claim;</p> <p>12.2.3. If the Supplier delivers the Goods of inadequate quality and/or scope and/or not meeting other requirements of Annex 1 to the Contract, and does not remedy the defects within 3 (three) months from the date of delivery (or sending) of the Buyer's statement of Defects;</p> <p>12.2.4. If the Supplier breaches the due date for the delivery of the Goods: fails to deliver and transfer the Goods to the Buyer within 3 (three) months from the end date specified in Clause 4.1.1 of the Special Conditions of the Contract;</p> <p>12.2.5. If the Supplier breaches the due date for the delivery of the Goods and due to the delay the Goods become unnecessary;</p>

	<p>12.2.6. If, during the Service provision period, the Supplier fails to comply with the obligation specified in Clause 7.2 of Section VII of Annex 1 to the Contract twice in a row (i.e. fails to attend the Goods installation site to perform the actions specified in Clause 7.2 of Section VII of Annex 1 to the Contract less frequently than every 3 months from the date of signing the handover–acceptance certificate of the Goods) and/or fails to perform this obligation;</p> <p>12.2.7. If, during the Service provision period, the Supplier fails to comply with the obligation specified in Clause 7.3 of Section VII of Annex 1 to the Contract, i.e., delays preparing the report for more than 10 business days from the completion of the technical inspection, and, having received a written warning from the Buyer regarding non-submission of the report, fails to submit it within 10 business days from the date of sending the Buyer’s written warning.</p>
<p>13. ENVIRONMENTAL AND SOCIAL CRITERIA (Applicable where environmental and/or social criteria are established as conditions for performance of the Contract.)</p>	
<p>13.1. Legal basis for setting environmental criteria</p>	<p>Environmental criteria for the Goods are established in accordance with Clauses 4.4.3, 4.4.4.4, and 4.4.4.5 of the Description of Procedure for the Application of Environmental Protection Criteria in Green Public Procurement, approved by Order No. D1-508 of the Minister of Environment of the Republic of Lithuania dated 28 June 2011 (the "Description of Procedure"):</p> <ul style="list-style-type: none"> - The Goods are robust and durable, its components are suitable for repeated use and/or are easy to repair and/or replace; - The Goods, once becoming waste, are suitable for preparation for reuse or recycling; - The purchased Services are of intangible nature, and their provision does not foresee significant negative environmental impact, does not create a source of pollution, and does not generate waste.
<p>13.2. Social criteria related to the Goods purchased</p>	<p>The Goods are adapted to meet the needs of persons with disabilities.</p>
<p>14. AMENDMENTS AND ADDITIONS TO THE GENERAL CONDITIONS (if necessary because of the specific nature of the subject matter of the Contract)</p>	
<p>14.1.</p>	<p>14.1.1. The Parties agree to amend the General Conditions of the Contract Clause 1.1.1.2 and replace it with the following wording: "1.1.1.2. Buyer shall mean the person designated in the Special Conditions as the Buyer, acquiring the Goods and/or Services specified in the Special Conditions and Annexes to the Contract;"</p> <p>14.1.2. The Parties agree to amend the General Conditions of the Contract Clause 1.1.1.4 and replace it with the following wording: "1.1.1.4. Goods shall mean the goods referred to in the Special Conditions and the Annexes to the Contract (purchase, lease, financial lease (leasing), hire purchase, whether or not with or without the intent to purchase), as well as the delivery, installation, installation and other</p>

services for making the goods to be purchased ready for use ("Goods-related services"), provided that these services are only supplementary to the supply of the goods that the Supplier undertakes to provide to the Buyer in accordance with the Contract and the requirements of the applicable laws and other legal acts;

Services shall mean the services specified in the Special Conditions and Annexes to the Contract. The term "Services" as used in the Contract shall include all activities related to the provision of Services, including but not limited to the provision of Services, transfer of their results, elimination of defects, supply of goods, and submission of documents related to the Services (instructions, certificates, etc.), if specified in the Contract or necessary to create and transfer the Result of Services to the Buyer.

14.1.3. The Parties agree to amend the General Conditions of the Contract Clause 1.1.1.5 and replace it with the following wording:

"1.1.1.5. **Handover–Acceptance Certificate of Goods / Services** shall mean a document by which the Supplier delivers and the Buyer accepts the Goods / Services, confirming that the delivered Goods / provided Services comply with the specified requirements. If the Contract provides for the delivery of the Goods in parts, the Transfer and Acceptance Certificate of the Goods may be executed for each part separately;"

14.1.4. The Parties agree to amend Clause 1.1.1.6 of the General Conditions of the Contract and replace it with the following wording:

"1.1.1.6. **Defects in the Goods / Services** shall mean any inconsistencies in the quality of the Goods / Services with the requirements of the Contract and/or laws and regulations, defects, hidden defects, malfunctions, etc. found by the Buyer and/or third parties at the time of handover or during the validity of the warranty period of the Goods, which would render the Goods unusable for the purpose for which the Buyer intended to use them, or which would impair the utility of the Goods in such a way that the Buyer, knowing of such defects, either would not have purchased the Goods at all or would not have paid the specified price for the Goods;"

14.1.5. The Parties agree to amend Clause 1.1.1.7 of the General Conditions of the Contract and replace it with the following wording:

"1.1.1.7. **Invoice** shall mean an invoice, VAT invoice or other payment document issued by the Supplier and submitted to the Buyer for payment in respect of the Goods / Services delivered by the Supplier and accepted by the Buyer. If the Contract provides for delivery of Goods in parts / provision of Services in stages or periods, an Invoice may be issued for each part / each stage or period separately."

14.1.6. The Parties agree to amend Clause 1.1.1.15 of the General Conditions of the Contract and replace it with the following wording:

	<p>"1.1.1.15. Supplier shall mean the person designated in the Special Conditions as the Supplier, supplying the Goods / providing the Services specified in the Special Conditions."</p> <p>14.1.7. The Parties agree to amend Clause 1.2.6 of the General Conditions of the Contract and replace it with the following wording: "1.2.6. Qualification, reliance on the capacities of other economic operators, Scope of the Goods / Services, review shall have the meaning set out in the Law of Public Procurement and its implementing legislation."</p> <p>14.1.8. The Parties agree to amend Clause 1.2.7 of the General Conditions of the Contract and replace it with the following wording: "1.2.7. If the Certificate of delivery and acceptance of Goods / Services is not required as a separate document, the Parties agree, and shall expressly state so in the Special Conditions, that the Certificate of delivery and acceptance of Goods / Services shall be deemed to be the Invoice. In cases where an Invoice is issued and a Handover–Acceptance Certificate of the Goods / Services is not signed, the provisions of the Contract regarding the issuance of the Handover–Acceptance Certificate of the Goods / Services shall also apply to the issuance of the Invoice.</p> <p>14.1.9. The Parties agree to amend Clause 2.1 of the General Terms of Contract and replace it with the following wording: "2.1. The Supplier undertakes, under the conditions and procedure established in the Contract, to deliver the Goods / provide the Services to the Buyer in compliance with the requirements set out in the Contract, and the Buyer undertakes to accept the properly delivered Goods / provided Services that comply with the contractual terms and to pay the Supplier the Contract price under the conditions and procedure established in the Contract."</p> <p>14.1.10. The Parties agree to amend Clause 2.2 of the General Terms of Contract and replace it with the following wording: "2.2. The Parties undertake to comply with all applicable laws and regulations in the performance of the Contract. The Parties, in executing the Contract, undertake to comply with all laws and other legal requirements applicable to the execution of the Contract. Nothing in the Contract shall imply or be construed as a waiver by the Buyer of the Buyer's other rights and warranties under laws and regulations not covered by the Contract relating to the supply of defective Goods / Services or quality thereof, or as a waiver by the Supplier of the Buyer's other rights and warranties not discussed in the Contract but provided for in laws and other legal acts regarding remuneration for the receipt of Goods / Services."</p> <p>14.1.11. The Parties agree to amend Clause 2.3 of the General Terms of Contract and replace it with the following wording: "2.3. The Supplier shall ensure that the Goods / Services comply with the requirements of the Technical Specification and the terms of</p>
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	<p>the Supplier's tender, are of high quality, are supplied in a proper and timely manner, in accordance with the Conditions of the Contract, in a manner that is in the best interests of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all relevant skills and knowledge."</p> <p>14.1.12. The Parties agree to amend Clause 6.1.1 of the General Conditions of the Contract and replace it with the following wording:</p> <p>"6.1.1. Provision of Services / Supply of Goods shall be considered completed when all the following conditions are met:</p> <p>6.1.1.1. The Supplier has provided all Services / delivered all Goods in accordance with the Contract and the requirements of applicable laws and other legal acts (and when all Services related to the Goods have been provided, if required);</p> <p>6.1.1.2. The Supplier has provided the Buyer with all necessary documentation, including usage instructions and warranties (if required);</p> <p>6.1.1.3. The Supplier has trained the Buyer's personnel on how to use the results of the Services / how to use the Goods (if required);</p> <p>6.1.1.4. A Handover–Acceptance Certificate of the Goods / Services or certificates have been signed, if provision of Services in stages or periods / delivery of Goods in parts or other Contractual document is stipulated, from the signing of which it is considered that the Services / Goods have been accepted.</p> <p>6.1.1.5. The Supplier has fulfilled other conditions specified in the laws and other legal acts, the Contract, and the tender, which must be fulfilled to consider the supply of Goods / Services as completed, and has provided the Buyer with documents proving this."</p> <p>14.1.13. The Parties agree to amend Clause 6.2.1 of the General Conditions of the Contract and replace it with the following wording:</p> <p>"6.2.1. The Supplier shall provide the Services and deliver the results of the Services (if applicable) to the Buyer / deliver and transfer the Goods, and the Buyer shall accept the Services provided and the Goods delivered, which comply with the Contract, laws, and other legal acts. Services must be provided / Goods must be delivered in the manner and within the due dates specified in the Special Terms."</p> <p>14.1.14. The Parties agree to amend Clause 11.1 of the General Terms of Contract and replace it with the following wording:</p> <p>"11.1. The Contract Price payable by the Buyer to the Supplier for the Goods / Services actually delivered or rendered in accordance with the Conditions of the Contract, including any Agreements, shall be calculated by applying the method or methods of calculating the price set out in the Special Conditions."</p> <p>14.1.15. The Parties agree to amend Clause 11.3 of the General Terms of Contract and replace it with the following wording:</p>
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	"11.3. The Contract Price shall be deemed to include all costs incurred by the Supplier in connection with the delivery of the Goods / Services in their entirety, as well as the proper performance of the Supplier's other obligations under this Contract, including prohibitions, customs duties and other costs incurred by the Supplier in the performance of its obligations under the Contract."
14.2.	14.2.1. The Parties agree to supplement the General Conditions of the Contract with Clauses 3.1.1.6–3.1.1.10, without changing the numbering of other Clauses: "3.1.1.6. Ensure that the Supplier's employees and other persons acting on their behalf do not engage in unlawful actions to influence the Buyer's decisions or obtain confidential information; 3.1.1.7. Provide the Services, deliver the Goods in compliance with the requirements and due dates set out in the Contract (and its annexes); 3.1.1.8. Remedy, at no additional cost, any defects in the Goods / Services arising from the Supplier's fault in supplying the Goods / providing the Services; 3.1.1.9. Advise the Buyer's personnel during working hours by phone, email, and on-site visits at the Goods installation location; 3.1.1.10. Use information received from the Buyer solely for the purpose of supplying the Goods / providing the Services under the Contract."
14.3.	(to be completed if the corresponding Clause of the General Conditions of the Contract is deleted):
14.4.	(to be completed if provisions regarding Intellectual Property of Goods different than those in the General Conditions of the Contract are set):
14.5.	Alternative provisions (marked "if applicable", etc.) referred to in the General Conditions of the Contract shall only apply if they are specifically described in the Special Conditions of the Contract.
15. ANNEXES TO THE CONTRACT	
15.1. Annex 1	Technical Specification
15.2. Annex 2	Tender
15.3. Annex 3	List of subcontractors engaged for Contract performance (attached if subcontractors are engaged).
16. SIGNATURES OF THE REPRESENTATIVES OF THE PARTIES	
BUYER	SUPPLIER
(indicate the position title and full name of the representative)	(indicate the position title and full name of the representative)
(signature)	(signature)

TECHNICAL SPECIFICATION

CHAPTER I

SUBJECT MATTER OF THE PROCUREMENT AND DEFINITIONS

1.1. The subject matter of the procurement is a new (unused) amusement device – a Ferris wheel with enclosed-type passenger gondolas, including its manufacture, transportation, assembly, testing, commissioning, certification, staff training (the goods or the Ferris wheel or the amusement device), as well as the provision of technical maintenance services by the Ferris wheel manufacturer for a period of 12 months (the services or technical maintenance services). The scope of the procurement shall also include all necessary auxiliary equipment, infrastructure elements, and documentation required for the safe operation of the device and its operation in compliance with legal requirements. The Ferris wheel must be manufactured, delivered, installed, tested, certified, and handed over to the Buyer by signing the handover–acceptance certificate **no later than within 12 months from the date of entry into force of the contract (the specific term of delivery depends on the Supplier’s tender, i.e., whether the Supplier was awarded quality points for a shorter proposed term)**. This term also includes training of the Buyer’s designated personnel, covering the operation, control, safety, health, risk assessment, and maintenance procedures of the Ferris wheel, as specified in Section VI of this document. Detailed requirements for the subject matter of the procurement are set out in this document (the technical specification).

1.2. Terms and abbreviations used in the technical specification:

1.2.1. **Ferris wheel** means an observation amusement device operating on the principle of rotation around a vertical axis, consisting of passenger gondolas arranged in a circular formation and attached to a ring beam. The wheel is designed so that passengers maintain a vertical position during rotation and are able to observe the surroundings from varying heights.

1.2.2. **Support towers** are vertical or inclined structural elements supporting the wheel structure, ensuring its stability and the transfer of loads to the base frame.

1.2.3. **Ballast containers** (ballast tanks / watertanks / concrete ballast blocks / steel ballast containers) are containers or tanks integrated into the base frame, intended to ensure the stability of the Ferris wheel. They may be filled with water, sand, concrete, or other ballast material specified by the manufacturer, depending on the type of structure and site conditions.

1.2.4. **Ticket booth** (ticket office) is a facility intended for ticket sales and visitor service prior to boarding. The operator cabin and the ticket booth may be installed as separate or combined (shared) facilities, depending on the structural solution proposed by the Supplier.

1.2.5. **Hub** is the main element of the rotating part of the wheel, connecting the main frame structure with the support towers and transmitting torque from the drive system to the entire structure.

1.2.6. **Decorative lighting** (LED illumination) is a lighting system integrated into the Ferris wheel structure, intended to enhance aesthetic appearance, consisting of programmable luminaires capable of changing colours, intensity, and lighting effects.

1.2.7. **EN** is a European standard defining technical requirements for products and services.

1.2.8. **Gondola** (passenger gondola, passenger unit) is an enclosed cabin intended for transporting passengers, attached to the ring beam in such a way that it maintains a vertical position during the rotation of the wheel. Gondolas are manufactured from durable materials resistant to outdoor conditions, ensuring protection against corrosion, ultraviolet radiation, moisture, and temperature fluctuations, applying structural and finishing solutions that ensure adequate protection of all surfaces against environmental impact.

1.2.9. **Small winches for gondolas lifting** are portable electric or mechanical lifting devices intended for lifting, installing, or removing gondolas from the Ferris wheel structure during assembly and technical maintenance; they allow lifting operations to be carried out safely without additional cranes, ensuring precise gondola installation and maintenance. The gondola lifting winches are structurally and technically adapted to the weight of the gondolas and ensure sufficient lifting capacity for the safe execution of the lifting process.

1.2.10. **Boarding platform** is a horizontal platform intended for passenger boarding into gondolas.

1.2.11. **Exit platform** is a horizontal platform intended for passenger disembarkation after the ride, installed on the opposite side to the boarding platform.

1.2.12. **Composite wooden platform floors** is flooring made of multi-layer marine plywood or wood-plastic composite boards, used on boarding and exit platforms, ensuring structural strength, resistance to moisture, deformation, and environmental impact.

1.2.13. **LED** (Light-Emitting Diode) is a light-emitting diode, a semiconductor device that emits light when electric current flows through it.

1.2.14. **LST** (Lithuanian Standard) is a Lithuanian standard defining technical requirements for products and services.

1.2.15. **Anti-slip coating** is a special surface coating or textured finish intended to reduce the risk of slipping by increasing friction on the floor surface.

1.2.16. **Operator cabin** is a facility intended for the control and monitoring of the Ferris wheel. The operator cabin and the ticket booth may be installed as separate or combined (shared) facilities, depending on the structural solution proposed by the Supplier.

1.2.17. **Main wheel frame** is a circular structure consisting of spokes, ring beams, and a central hub, forming the rolling (rotating) part of the Ferris wheel.

1.2.18. **Base frame** is a structure forming the supporting base of the Ferris wheel, intended for load distribution and ensuring the stability of the Ferris wheel; support towers, ballast containers, boarding platform elements, and exit platform elements are mounted on it.

1.2.19. **Premium gondola** is a gondola equipped with enhanced comfort features, luxury finishes, and decorative lighting, intended for exclusive passenger groups.

1.2.20. **Semi-Transportable Ferris wheel** is a Ferris wheel designed to be dismantled, transported, and reassembled at another location while maintaining structural stability and safety characteristics equivalent to those of a stationary installation. This type of Ferris wheel is mounted on a base frame, with stability ensured by the use of ballast, and therefore does not require a permanent foundation. A semi-transportable Ferris wheel may be operated at the same location for an extended period, while retaining the possibility of relocation to another site.

1.2.21. **RAL** is a standardised colour coding system used for paints, coatings, and materials, in which each colour is assigned a unique number.

1.2.22. **Ramp** is a structural solution designed to ensure safe and convenient access to the Ferris wheel for persons with disabilities using a wheelchair, including levelling height differences between the ground surface and the boarding platform, as well as access from the boarding platform into the gondola.

1.2.23. **RGB LED** (Red Green Blue Light-Emitting Diode) is LED technology based on three primary light sources – red, green, and blue – which, by mixing their intensities, enables the creation of a wide range of colour combinations and dynamic lighting effects.

1.2.24. **Standard gondola** is a gondola of basic configuration.

1.2.25. **Spoke** is a structural element connecting the central hub with the main wheel frame and transmitting loads between the centre of the wheel and its perimeter. Spokes ensure the rigidity of the Ferris wheel, geometric stability, and even distribution of loads.

1.2.26. **Canopy above the boarding platform** (tensile roof canopy / canopy / shade sail / entrance roof) is a structure covering the boarding area, protecting passengers from precipitation and sunlight, and intended to create a distinctive visual feature of the Ferris wheel.

1.2.27. **Canopy above the exit platform** (tensile roof canopy / canopy / shade sail / exit roof) is a structure covering the disembarkation area, protecting passengers from precipitation and sunlight, and intended to create a distinctive visual feature of the Ferris wheel.

1.2.28. **Ring beams** are circular structural elements forming the perimeter of the wheel, to which passenger gondolas are attached.

1.3. The technical specification sets out only the minimum requirements for the goods. The Supplier may offer goods that meet the minimum requirements or goods with better or equivalent parameters than those specified in this technical specification. The goods must be configured in such a way that they can be operated in the Republic of Lithuania without additional measures and/or improvements.

1.4. CPV codes of the subject matter of the procurement: main – 37535000-7 (carousels, swings, shooting galleries and other fairground amusements); additional – 71600000-4 (Technical inspection, analysis, and consultancy services).

CHAPTER II GENERAL PARAMETERS OF THE FERRIS WHEEL

2.1. The general parameters of the Ferris wheel are set out in the table.

No.	Parameter	Details
1	2	3
1.	Purpose of the Goods	The Ferris wheel will be used for visitors' recreational and leisure purposes, providing conditions for safe and comfortable observation of the city and surrounding panoramas from height, promoting tourism and local economic development, increasing the attractiveness of public spaces, attracting visitors from various regions, creating a distinctive visual landmark in the city skyline, as well as ensuring accessibility for all groups of society – including children, families, and persons with disabilities – to a modern, safe, and aesthetically appealing amusement device that complies with all applicable technical, safety, and accessibility requirements. The Ferris wheel must be new and unused.
2.	Type of goods	Semi-transportable Ferris wheel.
3.	Compliance of the Ferris wheel with standards	The Ferris wheel must comply with (i) LST EN 13814 or EN 13814, or (ii) ISO 17842, or an equivalent standard. Compliance of the Ferris wheel with the standards shall be verified at the time of handover and acceptance of the goods.
4.	Compliance of the goods with national legislation	Rules for the maintenance of motor-driven amusement devices approved by Order No. A1-45 of 30 January 2012 of the Minister of Social Security and Labour of the Republic of Lithuania "On the Approval of the Rules for the Maintenance of Motor-Driven Amusement Devices".
5.	Location for installation of the goods	Territory of Kaunas City Municipality, Republic of Lithuania.
6.	Power supply connection	The Contracting Authority shall be responsible for the installation of the power supply connection and electrical distribution network from the local distribution point to the main electrical switchboard of the Ferris wheel, including all required protection, earthing, and metering devices.
7.	Quantity to be procured	1 pcs.

2.2. The Ferris wheel (goods) consists of (main elements):

2.2.1. Main structural components:

2.2.1.1. Base frame;

2.2.1.2. Ballast containers;

2.2.1.3. Support towers;

2.2.1.4. Central hub;

2.2.1.5. Spokes;

2.2.1.6. Ring beams.

- 2.2.2. Gondolas.
- 2.2.3. Auxiliary structures:
 - 2.2.3.1. Boarding platform;
 - 2.2.3.2. Canopy above the boarding platform;
 - 2.2.3.3. Exit platform;
 - 2.2.3.4. Canopy above the exit platform;
 - 2.2.3.5. Operator cabin;
 - 2.2.3.6. Ticket booth.
- 2.2.4. Decorative lighting.
- 2.2.5. Additional equipment required for the operation and maintenance of the Ferris wheel.

CHAPTER III

REQUIREMENTS FOR INDIVIDUAL FERRIS WHEEL COMPONENTS

3.1. Requirements for the Ferris wheel

3.1.1. The overall height of the Ferris wheel shall be not less than 44 m and not more than 51 m, measured from ground level.

3.1.2. The maximum possible capacity of the Ferris wheel shall be not less than 1,250 passengers per hour.

3.2. Requirements for ballast containers

3.2.1. Ballast containers shall be white colour (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White) or grey in colour. (e.g., RAL 7000 Squirrel Grey, RAL 7001 Silver Grey, RAL 7030 Stone Grey, RAL 7032 Pebble Grey, RAL 7035 Light Grey, RAL 7040 Window Grey).

3.2.2. Ballast containers shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.3. Requirements for support towers

3.3.1. Support towers shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.3.2. Support towers shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.3.3. Support towers shall be equipped with ladders for maintenance purposes.

3.4. Requirements for the hub

3.4.1. The hub shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.4.2. The hub shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.5. Requirements for spokes

3.5.1. Spokes shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.5.2. Spokes shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.6. Requirements for ring beams

3.6.1. Ring beams shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.6.2. Ring beams shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.6.3. At least 32 gondolas shall be installed (suspended) on the ring beams, at least one of which shall be a premium gondola.

3.7. Requirements for gondolas

3.7.1. Gondolas shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.7.2. Gondolas shall be of an enclosed type.

3.7.3. Gondolas shall have automatic double-leaf doors on the boarding side and automatic double-leaf doors on the exit side.

3.7.4. Gondolas shall be equipped with a climate control system (heating/cooling).

3.7.5. The gondola climate control system (heating/cooling) shall be integrated into the gondola roof (above the passenger cabin).

3.7.6. Gondolas shall be fitted with panoramic glazing on all four sides.

3.7.7. A standard gondola shall accommodate not less than 6 passengers.

3.7.8. A standard gondola shall be equipped with LED lighting.

3.7.9. A standard gondola shall be equipped with folding seats.

3.7.10. A premium gondola shall accommodate 4 passengers.

3.7.11. A premium gondola shall be equipped with adjustable RGB LED lighting.

3.7.12. A premium gondola shall be equipped with leather and/or artificial leather and/or textile seats with integrated cup holders.

3.8. Requirements for the boarding platform

3.8.1. The boarding platform shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.8.2. The boarding platform shall include not less than 4 passenger boarding zones (entrances to gondolas).

3.8.3. The boarding platform shall be fitted with composite wooden platform flooring with an anti-slip coating.

3.9. Requirements for the canopy above the boarding platform

3.9.1. The canopy above the boarding platform shall be white in colour. (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White) or grey in colour (e.g. RAL 7000 Squirrel Grey, RAL 7001 Silver Grey, RAL 7030 Stone Grey, RAL 7032 Pebble Grey, RAL 7035 Light Grey, RAL 7040 Window Grey).

3.9.2. The canopy above the boarding platform shall be a curved structure with a tensile membrane canopy.

3.10. Requirements for the exit platform

3.10.1. The exit platform shall be coated with a protective paint system meeting the environmental requirements of atmospheric corrosion category C5 in accordance with LST EN ISO 12944-2 or EN ISO 12944-2, or an equivalent standard.

3.10.2. The exit platform shall include not less than 4 passenger exit zones (exits from gondolas).

3.10.3. The exit platform shall be fitted with composite wooden platform flooring with an anti-slip coating.

3.11. Requirements for the canopy above the exit platform

3.11.1. The canopy above the exit platform shall be white in colour (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White) or grey in colour. (e.g., RAL 7000 Squirrel Grey, RAL 7001 Silver Grey, RAL 7030 Stone Grey, RAL 7032 Pebble Grey, RAL 7035 Light Grey, RAL 7040 Window Grey).

3.11.2. The canopy above the exit platform shall be a curved structure with a tensile membrane canopy.

3.12. Requirements for the operator's cabin

3.12.1. The operator's cabin shall be white in colour (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.12.2. The operator's cabin shall be equipped with a climate control system (heating/cooling).

3.12.3. The operator's cabin shall be equipped with an operator control console.

3.12.4. The operator control console shall enable monitoring and control of (i) the Ferris wheel and (ii) the boarding/disembarking process.

3.12.5. The operator's cabin shall be equipped with not less than 1 table, 1 cabinet, and electrical power outlets.

3.13. Requirements for the ticket booth

3.13.1. The ticket booth shall be white in colour (e.g., RAL 9001 Cream White, RAL 9002 Grey White, RAL 9003 Signal White, RAL 9010 Pure White, RAL 9016 Traffic White).

3.13.2. The ticket booth shall be equipped with a climate control system (heating/cooling).

3.13.3. The ticket booth shall be equipped with not less than 1 table, 1 cabinet, and electrical power outlets.

3.14. Requirements for decorative lighting

3.14.1. RGB LED lighting shall be installed on the front side of the ring beams.

3.14.2. RGB LED lighting shall be installed on the rear side of the ring beams.

3.14.3. RGB LED lighting shall be installed in front of the front central axis (light sphere with a diameter of not less than 2.5 m).

3.14.4. RGB LED lighting shall be installed in front of the rear central axis. (light sphere with a diameter of not less than 2.5 m).

3.14.5. RGB LED lighting shall be installed on the ballast containers.

3.14.6. RGB LED lighting shall be installed at not less than 2 (two) gondola entrances.

3.14.7. RGB LED strip lighting shall be installed on the sides of the gondolas.

3.14.8. Not less than 8 (eight) RGB LED floodlights shall be installed on the Ferris wheel.

3.15. Requirements for additional equipment required for the operation and maintenance of the Ferris wheel

3.15.1. The Supplier shall provide not less than 2 gondola lifting winches with dedicated chains.

3.15.2. The Supplier shall provide not less than 1 screwdriver set, 1 wrench key set (spanners), 1 torque wrench, and 1 pallet truck.

CHAPTER V ADAPTATION OF THE FERRIS WHEEL FOR PERSONS WITH DISABILITIES

4.1. The boarding platform shall be equipped with a ramp enabling access for persons with disabilities from ground level to the boarding platform.

4.2. The boarding platform shall be equipped with a ramp enabling access for persons with disabilities from the boarding platform into a standard gondola.

4.3. The exit platform shall be equipped with a ramp enabling access for persons with disabilities from a standard gondola to the exit platform.

4.4. The exit platform shall be equipped with a ramp enabling access for persons with disabilities from the exit platform to ground level (this requirement shall not apply where the passenger flow arrangement provides that persons with disabilities first move from the exit platform to the boarding platform and only then proceed to ground level).

CHAPTER X SERVICES RELATED TO THE DELIVERY, INSTALLATION AND COMMISSIONING OF THE FERRIS WHEEL

5.1. The Supplier shall be responsible for the safe transportation of the Ferris wheel and all its components from the place of manufacture to the site (within the territory of Kaunas City Municipality, Republic of Lithuania). The Supplier shall ensure factory packaging, loading and unloading operations, transport insurance, and preparation of all required transport documentation (consignment notes, customs and insurance documents, certificates). The Supplier shall organise the entire logistics process, including, where applicable, contracts with shipping, freight forwarding, and local transport companies.

5.2. The Supplier shall be responsible for the assembly, testing, commissioning, and preparation for operation of the Ferris wheel and all auxiliary structures at the installation site. Installation works shall be carried out by the Supplier's specialists possessing the required qualifications and experience. Prior to commencement of installation works, the Supplier shall submit an installation work plan to the Buyer by the e-mail address specified by the Buyer and shall ensure that all installation and erection works are performed in compliance with all applicable safety requirements and technical instructions. Upon completion of the installation of the Ferris wheel, the Supplier shall carry out testing and commissioning procedures, confirming the technical readiness of the equipment for operation.

5.3. The Supplier shall be responsible for the preparation and installation of all safety, information, and warning signs and notices for the entire Ferris wheel in accordance with applicable standards ((i) LST EN 13814 or EN 13814, or (ii) ISO 17842, or equivalent standards) and national legislation. All signs and notices (e.g. "*Įėjimas / Entrance*", "*Pavojinga zona / Danger area*", "*Maksimalus keleivių skaičius / Maximum load*", etc.) shall be provided in the state (Lithuanian) and

English languages, shall be clearly legible, resistant to environmental influences, and installed in the locations specified by the manufacturer. The material, size, and colour scheme of the signs shall comply with the safety signage requirements set out in (i) LST EN ISO 7010 or EN ISO 7010, or equivalent standards, and (ii) either a) LST EN 13814 or EN 13814, or equivalent standards, or b) ISO 17842, or equivalent standards.

5.4. The Supplier shall be responsible for the certification of the Ferris wheel and its equipment in accordance with (i) LST EN 13814 or EN 13814 or (ii) ISO 17842, or equivalent standards, and shall ensure that the amusement device is certified by an independent accredited body. The Supplier shall prepare all documentation required to obtain local permits and operational approvals (safety, electrical, and structural declarations of conformity, certificates, test reports, etc.) and shall obtain the necessary local permits. Where required, the Buyer shall grant the Supplier powers of attorney for the purpose of obtaining permits.

5.5. The Supplier shall be responsible for the actions specified in Clauses 3.1, 3.3 and 3.4 of the Rules for the Maintenance of Motor-Driven Amusement Devices, approved by Order No. A1-45 of the Minister of Social Security and Labour of the Republic of Lithuania of 30 January 2012 “On the Approval of the Rules for the Maintenance of Motor-Driven Amusement Devices” (the Rules) (the Buyer shall grant the Supplier the authority to perform these actions).

5.6. Together with the handover–acceptance certificate of the goods, the Supplier shall submit to the Buyer the technical documentation file (passport) of the goods, compliant with the requirements of the Rules.

CHAPTER VI TRAINING OF THE BUYER’S PERSONNEL

6.1. The Supplier shall provide training to the personnel designated by the Buyer, covering the operation, control, safety, occupational health, risk assessment, and maintenance procedures of the Ferris wheel. The training shall be focused on the practical use of the equipment, ensuring safe and efficient operation.

6.2. The training shall be conducted within the territory of Kaunas City Municipality after installation of the Ferris wheel and successful trial commissioning. The total duration of the training shall be not less than 14 days, with daily training sessions lasting not less than 6 and not more than 8 hours.

The training shall be delivered by qualified specialists of the equipment manufacturer with practical experience in operating or maintaining comparable Ferris wheels or similar amusement devices. The training shall be conducted in the state (Lithuanian) language. If the person delivering the training does not speak the state (Lithuanian) language, the Supplier shall ensure asynchronous interpretation into the state (Lithuanian) language. Where premises are required for the organisation of the training, they shall be provided by the Buyer.

6.3. The training shall cover the following topics:

- the technical structure and operating principles of the equipment;

- procedures for start-up, shutdown, and daily maintenance of the Ferris wheel;
- monitoring and maintenance of electrical, mechanical, and safety systems;
- fault diagnostics and response procedures;
- requirements for periodic maintenance (daily, weekly, annual);
- ensuring occupational safety and health when working with the equipment;
- visitor safety and boarding–disembarking procedures.

6.4. The equipment manufacturer's specialists shall also be required to share best operational practices gained from operating or maintaining comparable Ferris wheels in other European or global locations, including: recommendations on how to optimise operating hours to ensure economically efficient year-round operation of the equipment (including seasonality management); examples of best practice for attracting and retaining visitor flows, improving customer experience, and ensuring service quality; examples of Ferris wheel operation models as tourist attractions that help maximise economic and social benefits.

6.5. During the training, practical sessions shall be conducted at the equipment, using real operational scenarios, and at the end of the training a verification of personnel knowledge and skills (test or practical task) shall be carried out.

6.6. Upon completion of the training, the Supplier shall provide the Buyer with a description of the training programme, a list of participants, and certificates (or equivalent documents) confirming that the personnel have been properly trained to operate the equipment in accordance with the manufacturer's instructions and safety requirements.

CHAPTER VII

MANUFACTURER'S TECHNICAL MAINTENANCE SERVICES

7.1. The Supplier undertakes to provide the Ferris wheel manufacturer's technical maintenance services for a period of 12 months from the date of signing the handover–acceptance certificate of the Ferris wheel. These services shall include periodic visits by the equipment manufacturer's representatives to the Ferris wheel installation site, inspection of the technical condition of the Ferris wheel, testing, maintenance works, and provision of consultations to the Buyer on matters related to equipment operation.

7.2. The equipment manufacturer's specialists shall visit the amusement device site at least once every 3 months, carry out inspections of structural, mechanical, electrical, control, and other systems, assess the technical condition of the equipment, the degree of wear, and the operation of safety systems, and, where necessary, perform required adjustment works.

7.3. After each maintenance visit, the manufacturer's specialists shall prepare a report indicating the works performed, observations made, and recommendations for additional actions or maintenance measures. The report shall be submitted to the Buyer within 5 business days from the completion of the inspection.

- 7.4. The technical maintenance programme shall include at least the following activities:
- a) visual inspection and checking of all structural and rotating parts;

- b) lubrication and adjustment of main assemblies, bearings, joints, and shafts;
- c) testing of motors, brakes, drive systems, and electrical control systems;
- d) inspection of safety systems (emergency stop, door interlocking, alarms);
- e) testing of climate control, lighting, and other electrical components.

7.5. During the period of provision of technical maintenance services, the equipment manufacturer's specialists shall provide consultations to the Contracting Authority on matters related to the operation, maintenance, certification, and safety of the Ferris wheel. Consultations shall be provided during the Buyer's working hours by telephone, e-mail, and during visits to the Ferris wheel installation site.

7.6. After 9 months from the commencement of the provision of technical maintenance services, the equipment manufacturer shall submit to the Buyer a technical condition assessment report. The report shall specify recommended actions for further maintenance of the equipment, organisation of annual certification, and the frequency of preventive inspections. This information shall be provided to ensure a smooth transition to subsequent technical maintenance services, which will be procured separately through new public procurement procedures.

7.7. The expiry of the period for the provision of technical maintenance and consultation services shall not reduce the Supplier's liability for quality and defect rectification of the goods in accordance with the warranty conditions set out in the contract.

CHAPTER VIII WARRANTY PERIOD OF THE GOODS

8.1 A manufacturer's warranty period of 2 years shall be granted for the Ferris wheel, commencing from the date of signing the handover–acceptance certificate of the goods.

8.2. For the purpose of obtaining additional quality points, the Supplier may offer an additional warranty period exceeding the mandatory 2-year manufacturer's warranty required for the Ferris wheel. In such a case, in Clause 3 of the Tender (Annex 6 to the Special Terms of Procurement / Annex 2 to the Special Terms of Contract), the Supplier shall specify the exact duration of the additional manufacturer's warranty period granted for the Ferris wheel and shall submit a document issued by the manufacturer confirming the additional warranty period.

CHAPTER IX ENVIRONMENTAL PROTECTION CRITERIA APPLICABLE TO THE GOODS

9.1. In accordance with Clauses 4.4.3, 4.4.4.4 and 4.4.4.5 of the Description of the Procedure for the Application of Environmental Protection Criteria in the Implementation of Green Public Procurement, approved by Order No. D1-508 of the Minister of Environment of the Republic of Lithuania of 28 June 2011, the Buyer has independently established environmental protection criteria

for the product being procured – the Ferris wheel and its manufacturer’s technical maintenance services., i.e.:

- The Goods are robust and durable, its components are suitable for repeated use and/or are easy to repair and/or replace;
- Once the Goods become waste, it is suitable for preparation for reuse or recycling;
- The technical maintenance and consultancy services of the Goods are intangible services, the provision whereof does not entail a significant negative impact on the environment, does not create a source of pollution, and does not generate waste.