

**Priedas Nr. 3 – Sutarties įvykdymo
užtikrinimas**

Appendix No 3 – Performance Guarantee

Guarantee No. 6378757/3Customer No. 501805
MGA

At the request of
Ramböll Sverige AB
Box 17009
SE-10462 Stockholm
Reg.no. 556133-0506

Moderna Garanti hereby provides for the benefit of
Viešoji įstaiga Kelių ir transporto tyrimo institutas
i Kanto g 25
LT-44296 Kaunas
Lietuva
Reg.no. 302824137

a Guarantee of up to
EUR 50,000.00
In writing EUR five-zero-zero-zero-zero 00/100

as security for any loss suffered by Viešoji įstaiga Kelių ir transporto tyrimo institutas due to the non-fulfilment of Ramböll Sverige AB's obligations for which a Guarantee is required under a Contract dated 16-08-2018 in respect of:

MOBILIOS KELIŲ TYRIMO LABORATORIJOS PIRKIMO - PARDAVIMO SUTARTIS Nr. 01-ES-1-36,
MOBILE ROAD RESEARCH LABORATORY SALES-PURCHASE CONTRACT No. 01-ES-1-36
Systembyggnation/Kaunas

Any amount claimed under this Guarantee shall be paid to the Viešoji įstaiga Kelių ir transporto tyrimo institutas within 10 business days upon the first written demand from Viešoji įstaiga Kelių ir transporto tyrimo institutas if a demand has been made against Ramböll Sverige AB and if Moderna Garanti has received a written statement from Viešoji įstaiga Kelių ir transporto tyrimo institutas stating that Ramböll Sverige AB has failed to fulfill or has failed to comply with contractual obligations in accordance with the Contract, indicating the conditions of the Contract which have not been fulfilled or have been executed improperly. Moderna Garanti shall be entitled without limitation to prove in Ramböll Sverige AB's estate for recovery of any amount thus paid.

We, Moderna Garanti must receive any claim under this Guarantee in writing before the expiry of the maintenance period (defects liability period) and before the end of any extension of this period.

In case Viešoji įstaiga Kelių ir transporto tyrimo institutas assumes that Ramböll Sverige AB cannot fulfil his obligations, Viešoji įstaiga Kelių ir transporto tyrimo institutas must immediately notify Moderna Garanti in order to enable Moderna Garanti to safeguard its interests.

This Guarantee will under any circumstances automatically expire on 16-01-2019 at the very latest, and any claims against us under the Guarantee must be in our possession before the expiration of that time limit; otherwise we shall consider ourselves to be released from our liabilities under this Guarantee, whether the document has been returned to us or not. Upon expiry of the Guarantee please return this document to Moderna Garanti.

This guarantee replaces previously issued guarantee with the same number dated 28-08-2018.

Stockholm, 30-08-2018
Moderna Garanti



Michelle Gauntlett



Charlotte Jarnhäll

Any claim in respect of recovery of payment under this guarantee which may occur as a consequence of the Beneficiary having made a wrongful claim under the guarantee has been transferred to Moderna Garanti.