

- incurred losses, forfeit shall be deducted from incurred losses.
- 15.6. Supplier warrants, that warranty period provided for delivered Goods or Services shall not be shorter as established in Legislation, unless otherwise is specified in STC of the Contract. Warranty period for Goods is established in STC of the Contract and/or Technical Specification, and starts from the moment of handover of Goods or part thereof (if Goods are provided in parts) to Buyer's ownership, i.e. date of signing of Goods handover certificate. All documents confirming the warranty shall be provided to the Buyer. Supplier represents, that warranty shall be valid during entire warranty period. Warranty shall remain valid even in case of termination of the Contract.
- 15.7. Parties agree that deficiency subject to warranty shall be deemed any deficiency, that has appeared due to improper quality of Goods or Services, or due to actions of Supplier. Parties agree, that in case of dispute if deficiency is subject to warranty, it shall be presumed, that the deficiency is subject to warranty, and duty to prove that the deficiency is not subject to warranty shall fall on Supplier. If deficiencies of Goods or Services become evident during warranty period, the Supplier immediately, as prescribed in the Technical Specification, shall remedy such deficiencies on its own cost. If deficiencies of Services can not be remedied, then Supplier shall provide new Services free of charge.
- 15.8. If found deficiencies are not removed during warranty period, then the warranty period shall be extended to such period, which is necessary to remedy the found deficiencies.
- 15.9. If Supplier does not execute its obligations to remedy deficiencies subject to warranty found during warranty period, improperly executes this obligation, or Supplier does not start remedy of such deficiencies within 10 (ten) working days after Buyer's notification, or does not remedy improper remedial of such deficiency, then the Buyer will have the right to remedy such deficiencies on own cost (itself or by engaging other person), and related cost in such case shall be remunerated by the Supplier. Supplier is obliged to remunerate such cost within 5 (five) working days after reception of Buyer's request. If such cost is not remunerated, then Buyer has the right to charge Supplier with delay penalty of 0.05% (five hundredth percent) of all unpaid amount for each delayed day, unless otherwise is specified in STC of the Contract.
- 15.10. Supplier shall be fully responsible for quality of provided Goods and Services. Supplier shall be fully responsible for actions made by its own and its engaged entities performed during provision of Goods and Services, and undertakes to

compensate all losses to Buyer and third parties caused by improper provision of Goods and Services (direct and indirect losses), unless otherwise is specified in STC of the Contract.

- 15.11. If Supplier fails to deliver Goods/provide Services, or Supplier fails to eliminate defects of Goods/Services in due time, or in case of any other violation of deadlines of provision of Goods/Services, then Buyer shall be entitled to charge 0.05% (five hundredths percent) delay penalty for each delayed day, calculated from the price of unprovided or delayed Goods/Services, or from the part of the unreduced or unreturned price of Goods/Services or from the part of expenses not compensated to Buyer, as prescribed in p. 5.5, 5.10 of General Terms and Conditions of the Contract, for each delayed day, if otherwise not specified in STC of the Contract. Delay penalty can not be charged if delay is due to Buyer's fault. Supplier shall also be liable for Buyer's losses caused by such delay.

16. FORCE MAJEURE

- 16.1. Party shall be released from civil liability for non-execution of its contractual obligations or improper execution if it proves that such non-execution or improper execution was determined by Force Majeure circumstances, which it could not control and reasonably foresee during Contract conclusion and could not prevent appearance of of such circumstances or their consequences. Force Majeure circumstances shall be determined by Parties following the Civil Code of the Republic of Lithuania and the Rules for release from liability in case of Force Majeure circumstances (with all amendments) approved by Resolution No. 840 dated July 15, 1996 of the Government of the Republic of Lithuania in such extent that does not contradict to the Civil Code of the Republic of Lithuania. Force Majeure shall not be considered absence of Goods necessary to execute the duties in the market, that Party has no sufficient funds or debtor's covenants violate their duties.
- 16.2. The Party, which is not able to execute its contractual obligations due to Force Majeure circumstances, must immediately but not later than within 3 (three) working days after such circumstances appear or become evident notify the other Party thereof, indicate Force Majeure circumstances, which prevents execution of its contractual obligations, and contractual obligations, which it will not be able to execute, and provide proofs, that it has taken all necessary precautions and exerted all endeavors in order to reduce expenses or adverse consequences, as well as, inform



on the date when such obligations can be executed. In such case, execution of contractual obligations will be suspended until disappearance of above mentioned circumstances. If the other Party does not receive the above mentioned notification within the deadline indicated above or receives with delay (this deadline is violated), then the Party, which has failed/delayed to notify on the above, must remunerate the losses to other Party incurred due to non-reception or late reception of such notification. The Party, which has failed to notify on Force Majeure circumstances, shall not have the right to use them as a basis for release from liability for non-execution of the Contract.

- 16.3. The basis to release the Party from liability becomes effective from the moment of appearance of Force Majeure circumstances, or, if notification was not provided timely, from the moment of reception of such notification.
- 16.4. If Force Majeure circumstances continue longer than 30 (thirty) calendar days, then any Party shall have the right to terminate this Contract unilaterally by notifying the other Party before 5 (five) calendar days.
- 16.5. When Force Majeure circumstances end, the Party, which could not execute it's contractual obligations due to Force Majeure circumstances, must immediately but not later than within 3 (three) working days notify the other Party thereof and renew execution of it's contractual obligations. If the other Party does not receive the above mentioned notification within the deadline indicated above or receives with delay, then the Party, which has failed/delayed to notify on the above, must remunerate the losses to other Party incurred due to non-reception or late reception of such notification. If the Party, which could not execute it's contractual obligations due to Force Majeure circumstances, does not renew execution of it's contractual obligations within 7 (seven) calendar days after the end of Force Majeure circumstances, then any Party shall have the right to terminate this Contract unilaterally by notifying the other Party before 3 (three) working days.

17. CONFIDENTIAL INFORMATION

- 17.1. The information disclosed both deliberately, and incidentally by the one Party to the other Party, which was identified as confidential by disclosing Party or which should be deemed as confidential based on it's character, shall be deemed as confidential information and the Party, which has received it or has familiarized with it, undertakes not to disclose it to third parties and/or do not use it for any other purposes and only to the extent necessary

for execution of this Contract. Parties agree that information related to the Contract can be disclosed to legal and financial consultants of the Parties, if this is related to execution of the Contract, and such consultants undertake not to disclose such information to other persons. In case of doubts, if the information provided by the Party should be deemed as confidential, the receiving Party shall assume such information as confidential, unless otherwise would be specified by disclosing Party. Each of the Parties may disclose such information to the third parties only in such extent, which is necessary for proper execution of this Contract and only having received in advance the written consent of the other Party, excluding information, which is required by a court or state institutions having right to receive it according to the laws of the Republic of Lithuania and other Legislation. This confidentiality obligation shall be valid both during Contract validity period, and termlessly after the end of the Contract. Supplier agrees that Contract conditions can be disclosed to debt recovery company, if Buyer decides to apply to such company to recover Supplier's debt according to this Contract, or to a court, if Buyer decides to apply to such court due to improper execution/non-execution of this Contract.

18. APPLICABLE LAW AND RESOLUTION OF DISPUTES

- 18.1. This Contract is concluded, interpreted and executed under the law of the Republic of Lithuania. Relations arising between Parties, but which are not regulated by this Contract, shall be subject to the laws of the Republic of Lithuania and other Legislation.
- 18.2. Parties agree, that all disputes, conflicts, requirements and/or claims arising from and/or related to this Contract, its execution, termination and/or violation, as well as, due to different interpretation of provisions of the Contract, shall be settled between the Parties by negotiation, following principles of goodwill, common sense and fairness.
- 18.3. If Parties fail to resolve disputes/conflicts, requirements and/or claims by negotiation, then they shall be resolved in the court of the Republic of Lithuania, in Vilnius city, as prescribed by the laws of the Republic of Lithuania.

19. OTHER PROVISIONS

- 19.1. Contract annexes are integral part of the Contract.
- 19.2. If any of provisions of this Contract is or becomes partly or fully invalid, this shall not cause



- invalidity of remaining provisions of this Contract. In such case, Parties agree to exert all endeavors that the invalid provision is replaced by legally effective provision, which would have the closest possible result as the replaced provision.
- 19.3. Supplier has no right to transfer Contractual rights and duties to the third party without Buyer's written consent.
 - 19.4. Buyer has the right to transfer all or part of Buyer's rights and/or duties to the other entity without Supplier's consent by notifying the Supplier before 10 (ten) calendar days thereof with indication of the successor of Buyer's rights and/or duties according to this Contract, if Buyer's functions and/or activities related to this Contract are transferred to this third entity.
 - 19.5. All information, notices or notifications related to this Contract must be made in written and sent by e-mail or by registered mail, or by currier post (with mail delivery confirmation), or delivered by hand to the addresses indicated in the Contract. E-mailed notifications shall be deemed received on their sending day or other working day, if sending day is a non-working day, or if email is sent outside working hours (after 16 h). All information, notices, notifications presented by email, including signed and scanned documents, shall be deemed properly handed over. Notifications sent by registered mail shall be deemed as handed over not later than within 3 (three) working days after their sending day.
 - 19.6. Parties shall assign contact persons for communication, whose details are indicated in STC of the Contract.
 - 19.7. In case of change of the address, contact persons indicated in STC of the Contract, or other details, each Party immediately but not later than within 5 (five) working days from the day of such change shall inform the other Party in written. All notifications and other correspondence sent to the address indicated in this Contract before notification on change of address or other details shall be deemed properly handed over.
 - 19.8. This Contract is concluded in 2 (two) copies in Lithuanian and English having equal legal power, 1 (one) copy to each Party of the Contract. Lithuanian version of the Contract shall prevail for the purposes of Contract interpretation.

20. SPECIALISTS AND THE PROCEDURE FOR THE REPLACEMENT THEREOF

- 20.1. For performing the Contract the Supplier shall engage the specialists indicated in the Supplier's tender.
- 20.2. If it is necessary to change the specialist due to circumstances beyond the control of the Supplier (i.e. in case of sickness, death of a specialist or due to other relevant circumstances) the Supplier shall:
 - 20.3. inform the Buyer thereof no later than within 3 (three) working days from the ascertainment of these circumstances;
 - 20.4. propose the Buyer a new specialist whose qualification meets the qualification requirements set out in the terms of Procurement, also, in case additional points have been awarded for the specialist's qualification according to the economic efficiency methodology, a specialist of no lower qualification than that indicated in the Supplier's tender, and shall immediately, but no later than within 10 (ten) calendar days from the ascertainment of these circumstances, submit to the Buyer documents of evidence of the specialist's qualification.
- 20.5. An infringement of the procedure for the replacement of specialists shall be deemed a material breach of the Contract due to which the Buyer shall acquire the right to unilaterally terminate this Contract with the Supplier.
- 20.6. At the time of performing the Contract the Buyer or the Supplier may initiate replacement of the specialist who improperly provides services by stating in writing the reasons of the need for such replacement.
- 20.7. Upon approving the candidature of a new specialist whose qualification meets the qualification requirements set out in the terms of Procurement, also in case additional points have been awarded for the specialist's qualification according to the economic efficiency methodology, a specialist of no lower qualification than that indicated in the Supplier's offer, the Parties shall sign an additional arrangement regarding the replacement of the specialist (s). This arrangement shall become an integral part of the Contract.
- 20.8. The Buyer shall not reimburse the costs for the specialist's replacement.

