



## SERVICE PURCHASE – SALE AGREEMENT NO. 303240

## SPECIAL CONDITIONS

AB „Amber Grid“, represented by Technical director [REDACTED] acting in accordance with on the distribution of duties and areas of activity" 2024. September 3. No. 1-57 and CFO [REDACTED] acting in accordance with on the distribution of duties and areas of activity" 2021. November 25. No. 1-96 (hereinafter – the Buyer),

and

PIPE CARE DMCC, represented by [REDACTED] acting in accordance with License and Articles of Association (hereinafter – the Supplier),

on the basis of the tender submitted by the Supplier and the results of the Procurement, have concluded this purchase – sale agreement (hereinafter – the Agreement). The Buyer and the Supplier are hereinafter collectively referred to as the Parties and individually – as the Party.

|  |                              |
|--|------------------------------|
| <b>1. Subject matter of the Agreement and details of Procurement</b>   |                              |
| 1.1 The Supplier undertakes to provide the Buyer with the services set out in the Supplier's tender, which meet the requirements of the Technical Specification (hereinafter – the Services), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services and to pay for them in accordance with the terms and conditions set out in the Agreement. |                              |
| 1.2 The subject matter of the Agreement (name of the Procurement): "(PPP - 3756) Main gas pipeline Pabradė - Visaginas diagnostic services"  |                              |
| 1.3. Method and number of procurement: Negotiated procedure, No 303240   |                              |
| <b>2. Agreement price and payment procedure</b>  |                              |
| 2.1. Method of calculation the Agreement Price: Fixed fee.   |                              |
| 2.2. Agreement price is the maximum amount of funds designated for the Procurement:  | EUR 260 000,00 excluding VAT |
| 2.3 The Buyer shall pay the Supplier for the Services no later than 30 days/after receipt of a duly submitted invoice.   |                              |
| <b>3. Entry into force of the Agreement, duration of the provision of the Services, extension of the Agreement</b>   |                              |
| 3.1 Additional conditions for the entry into force of the Agreement: Not applicable.   |                              |
| 3.2. The Supplier shall provide the Services for 24 months from the date of entry into force of the Agreement, on the basis of individual orders and an agreed services schedule.  |                              |
| 3.3 The Services shall be provided until the expiry of the period specified in Clause 3.2 of the Agreement or until the Agreement Price specified in the Agreement has been reached, whichever is the earlier.   |                              |
| <b>4. Sub-supply</b>   |                              |
| 4.1. Direct payment to sub-suppliers is possible, a draft tripartite agreement is enclosed hereto.   |                              |
| <b>5. Securing Agreement performance by a bank guarantee or a surety letter</b>  |                              |
| 5.1. a bank guarantee or a surety letter to secure performance of the Agreement: not applicable  |                              |
| <b>6. Penalties (fines/interest)</b>   |                              |
| 6.1 The Agreement shall be subject to the penalties set out in the General Conditions of Agreement.  |                              |
| <b>7. Additional provisions</b>  |                              |
| <b>Penalties that apply to the Buyer in the event of changes to the terms of the Services or the need for additional launches of diagnostic equipment</b>  |                              |
| 7.1. If pre-agreed date for mobilization will be postponed by Client for reasons not attributable to Supplier, the below charges will apply:   |                              |
| -1 to 7 days from agreed mobilization date – free;   |                              |
| -8 to 14 days from agreed mobilization date – 20% of standby rate per tool / per day;  |                              |

- 15 to 30 days from agreed mobilization date – 50% of standby rate per tool / per day;
- More, than 30 days from agreed mobilization date – 100% of standby rate per tool / per day.

7.2. Additional rates shall apply to the Buyer when the Buyer cancels diagnostic services:

- 50% of the value of the tender (1.1-1.5 of the value of the price of the Tender) before the equipment arrives on site;
- 80% of the value of the tender (1.1-1.5 of the value of the price of the Tender) after the equipment has arrived on site;

If a cancelled diagnostic service is rescheduled within six months, the Supplier shall take into account 50% of the cancellation amount paid (it shall be deemed to have been paid).

7.3. Additional launches of diagnostic equipment in the event that data is not recorded due to longer device data capture time compared to qualification documents, or additional launches (including repeated launches) if the data quality does not meet the requirements of the Technical Specification due to conditions not guaranteed in the Technical Specification (flow, temperature, reverse flow, speed) or other reasons beyond the Supplier's control, shall be subject to the following rates:

- Gas pipeline geometry check with a pipeline geometry piston — an electronic gauge pig — 80% of the daily rate of diagnostic equipment plus the engineer's daily rate;
- Inspection of pipeline metal for corrosion, anomalies and other damage with a magnetic flux leakage (MFL) or equivalent XYZ coordinate determination device — 80% of the daily rate of the diagnostic equipment plus the engineer's daily rate.

#### 7. Price/fee recalculation

7.1. This section is applicable.

7.2. The recalculation of the price(s) provided for in the Agreement may be initiated no earlier than after 6 (six) months from the date of conclusion of the Agreement, if the change in the prices (K) of Consumer goods and services exceeds 10 (ten) percent(s).

7.3. The Consumer Price Index applicable to the Agreement - 127 SERVICES N.E.C. (applies to values 'K', 'Ind'<sub>latest</sub>, 'Ind'<sub>start</sub>).

7.4. On the date of conclusion of the Agreement, the Consumer Price Index for 127 SERVICES N.E.C is 180,1258, 2025M01

#### 8. Annexes

1. Technical Specification.
2. General Condition of the Agreement.
3. Supplier's tender form.
4. Confidentiality obligation.

Note: The procurement documents, their revisions and clarifications, are published at [CVPP](#).

#### 9. Responsible persons

9.1 The Parties appoint the following responsible persons to deal with matters relating to the performance of the Agreement, who shall have the right to sign letters arising out of the performance of the Agreement, but shall not have the right to amend and/or modify the terms of the Agreement (except where such persons are authorised to do so):



9.2 The Buyer's appointed person responsible for publicising the Agreement and any amendments thereto:

#### BUYER

Address: Laisvės pr. 10, Vilnius LT-04215  
 Company code: 303090867  
 VAT code: LT100007844014  
 Account No LT71 7044 0600 0790 5969

#### SUPPLIER

Address: Unit No: 905, Gold Crest Executive,  
 Plot No: JLT-PH1-C2A, Jumeirah Lakes Towers,  
 Dubai, United Arab Emirates  
 Company code: DMCC189631

Bank: AB SEB bank  
Bank code: 70440  
Tel.: +370 5 236 0855  
E-mail: info@ambergid.lt

VAT code: 100566392500003  
Account No. 0140363103  
Bank: Citi Commercial Bank  
IBAN: AE620211000000140363103 (EUR)  
Bank code: CITIAEAD  
[REDACTED]@pipecaregroup.com

Technical director  
[REDACTED]

[REDACTED]  
Manager  
[REDACTED]

CFO [REDACTED]

## TECHNICAL SPECIFICATION

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### 1. SUBJECT-MATTER OF THE CONTRACT

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Diagnostic Services for the Main Gas Pipeline Pabradė-Visaginas DN300 (12") (L-89.2 km).

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### 2. SCOPE/CHARACTERISTICS OF THE SUBJECT-MATTER OF THE CONTRACT/

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**Scope:** Diagnostics for the Main Gas Pipeline Pabradė-Visaginas DN300 (12") (89.2 km).

**Characteristics:** launch of gas pipeline diagnostic equipment by placing it in a launcher chamber, controlling its movement through the pipeline and removing it from the receiver chamber. Control of the movement of the diagnostic equipment, installation and removal will be carried out by the Buyer.

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### 3. PLACE OF PERFORMANCE OF THE CONTRACTUAL OBLIGATIONS

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The Supplier shall deliver the main and additional equipment belonging to it to the Buyer's territory located at Gudelių St. 49, Vilnius.

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### 4. REQUIREMENTS FOR THE SUBJECT-MATTER OF THE CONTRACT

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#### 4.1. Description of the Current Situation

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- The Buyer, together with the Supplier's professionals, will launch the gas pipeline's internal diagnostics equipment by placing it in the launcher chamber, controlling its movement through the pipeline, and removing it from the receiver chamber.
- The Buyer shall launch and guide pistons (the pistons belong to the Supplier) along the gas pipeline route in the presence of the Supplier. The Buyer shall have constant control over the gas pipeline mode and the operation of the pistons. In the event of a piston being stuck in the pipeline, the Supplier shall assist the Buyer in locating it.
- In the event that the Service Provider is not a Lithuanian company, then the Supplier shall import into Lithuania the main and additional equipment that belongs to the Supplier and is necessary for the launch of the main equipment ("additional equipment"). After the diagnostics of the pipeline have been carried out, the Supplier shall transport the equipment out of Lithuania at its own expense. The customs clearance for the entry and exit of the main equipment and the additional equipment shall be carried out by the Supplier at its own expense. Transportation of the equipment within the territory of the Republic of Lithuania to the receiver chamber and from the launcher chamber shall be carried out by the Buyer at its own expense or by separate agreement with the Supplier.
- The Supplier must carry out all the necessary preparatory and analytical services related to the launch of the equipment and provide reports in accordance with the relevant documentation adopted by the Pipeline Operators Forum (POF latest version - POF "Specifications and requirements for in-line inspection of pipelines".
- The Supplier shall draft and agree with the Buyer on a pipeline inspection manual (programme), including an assessment of the readiness of the pipeline for inspection. The inspection may be carried out at any time using a variety of equipment if additional services are required to address identified defects.
- The inspection programme shall take into account the following features: the initial nature of the inspection, pipes with increased surface roughness, and increased requirements for defect detection.
- The Supplier must be prepared to carry out all the preparatory and inspection activities. The Supplier shall be responsible for the quality of performance within the deadlines and in accordance with POF 300 "Achieving successful in-line inspection".

- The Buyer will provide the necessary assistance to the Supplier for the provision of preparatory and inspection services, but it will not be responsible for the quality of the services or the deadlines for completion.
- All information necessary for the planning of the services, the preparation of technological manuals (programmes), the scheduling of the launch of the pipeline and the equipment, the preparation and evaluation of the procedures and conditions for the acceptance of the stages of the services shall be received and analysed by the Supplier before the commencement of the services as scheduled.
- The Supplier shall be fully responsible for the preparation of the equipment, the identification of defects in the pipeline, the operation of the equipment, including transport, assembly on site, and acceptance as well as for the sequence of launch steps to meet the requirements of the procurement conditions, and for the packing.
- For the evaluation of the quality of the services, as well as for the effective use of the results of the pipe inspection, the Buyer may engage an independent expert organisation with recognised service experience in the relevant field. The Supplier shall ensure that the appropriate service conditions are available to the Buyer and the expert organisation, either in the Supplier's base or by transferring to the Buyer for analysis the processing versions of the original ("raw") data of the software, as well as the processed data in commonly accepted formats (Excel, etc.). Services in the Supplier's base shall be carried out at the Supplier's expense. Arrival schedules shall be agreed separately.
- The completion of the main stages of the services (assessment of pipeline readiness, use of equipment to detect geometric and corrosion defects, preliminary and final reports) must include assessment procedures and commonly accepted standards for their quality.
- The Supplier shall measure or calculate the coordinates of the three-dimensional pipelines. The final inspection report shall include the coordinates of devices, welds and functions in the LKS94 (Lithuanian Coordinate System) format.

#### **4.2. Actions by the Buyer to Prepare the Pipeline for Diagnostic Services**

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##### **Requirements for the Buyer to clean the pipelines to enable diagnostic (inspection) services**

- The Buyer will clean the trunk gas pipeline by launching a cleaning piston. The Buyer shall determine, in consultation with the Supplier, the type and quantity of cleaning brushes, templates, etc. to be used. After the cleaning launch procedure has been completed, a certificate in the appropriate form shall be drawn up and submitted to the Supplier. The cleaning schedule shall be agreed separately with the Supplier.

#### **4.3. Description of the Subject-Matter of the Contract**

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##### **Technical requirements for the diagnostics (inspection) of pipeline geometrical features.**

- The geometric survey shall be carried out to identify anomalies in the assembly of the pipeline, pipes with increased ovality, defects, dents and wrinkles. The Supplier shall identify locations of geometry defects, indicating the distance from the launching chamber.
- Anomalous assembly welds shall be recorded and measured in accordance with the requirements of POF 100.
- Pipes with an ovality of more than 2% shall be recorded and measured. These ovality anomalies shall be assessed in accordance with the requirements of POF 100.
- Dent anomalies shall be assessed in accordance with the requirements of POF 100.

##### **Technical requirements for the inspection of pipelines with thinned walls.**

- Pipes with a nominal wall thickness less than the size specified in the documentation (not meeting the specified criteria), as well as pipes with localised thinning, with a depth exceeding the tolerances set at the factory, shall be formalised.
- All localised thinning shall be interpreted and documented in accordance with the POF standard, i.e. cases of thinning shall be classified as one of 7 types: pitting, pitting corrosion, general corrosion, longitudinal and transverse groove, longitudinal or transverse cracking defect. It is possible to simplify up to 3 ÷ 5 types of thinning, but the option of maximum detail classification is preferred.

- For each type of thinning detected and measured, the following parameters need to be specified, with area value references assigned:
  - o Depth detection threshold based on the probability set (50%, 80%, 90-95%);
  - o Probability of setting a threshold equivalent to the maximum tolerance value allowed by the factory;
  - o Threshold for depth, length, width measurements with 80%, 90-95% (POD) probability;
  - o Probability of identification (POI) of the type of thinning;
  - o The threshold of anomalies to be included in the report.
- For each type of thinning, the accuracy of the depth, length and width measurement as well as error shall be specified.
- The thresholds for detection and measurements that meet their reliability, as well as the precision, must be based on evidence, which may include bench results and field studies. It must be stated how these tests have been carried out: independently, in the presence of the Buyer, on the basis of an independent laboratory.

**Technical requirements for the inspection of longitudinal cracking defects (optional requirement - according to the capabilities of the diagnostic device).**

- Crack-like defects in pipes, branches, longitudinal welds, including sections where dents have been left, shall be identified and recorded.
- Threshold detection values, including depth and length, shall be provided.
- The proposed detection probabilities must be given for threshold values, as well as at incremental values, e.g., 1.5 to 2 times.

**4.4. Procedures and Deadlines for Fulfilling Contractual Obligations**

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- The schedule of cleaning and diagnostic services shall be agreed between the Buyer and the Supplier within 28 calendar days of the signature of the contract.

**4.5. Documentation to be Provided during the Performance of the Contract**

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- The Service Provider shall submit a preliminary report to the Buyer within 30 calendar days and a final report 30 calendar days after the Buyer's comments on the preliminary report. The report shall be deemed to have been submitted if all the information referred to in clause 4.3 of the Technical Specifications is provided and the information recorded during the verification of the defects identified in the preliminary report is assessed, or if a reasoned explanation is provided as to why the data recorded during the verification is not assessed in the final report in accordance with the standards or other normative documents.
- The report shall be provided to the Buyer in English or Lithuanian.
- The Buyer shall only provide comments and observations on the full, high-quality report.
- All comments and observations of the Buyer shall be responded to by means of a reconciliation table containing the Buyer's comments and observations, the Supplier's responses thereto, and the exact location in the document where the changes were made. The reconciliation table shall be provided with each version of the document submitted for reconciliation.

**4.6. Consent to Providing Services in Operating Natural Gas Transmission System Facilities and/or in their Protection Zone**

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- Prior to the commencement of the provision of the Services, the Supplier (including sub-suppliers) shall obtain written consent from the Buyer to providing the Services in operating natural gas transmission system facilities (installations) and/or in their protection zone ("Consent").
- In order to obtain Consent to providing the Services in the Buyer's facilities (installations) and/or their protection zones, the Supplier undertakes to provide all documents necessary to obtain such Consent.
- If the Supplier or a sub-supplier provides the Services without the specified Buyer's Consent (failure to obtain such Consent, expiration of the Consent, revocation or suspension of the Consent by the Buyer, etc.), or if the personnel performing the Services do not wear personal protective equipment, etc., the

Supplier shall, upon the Buyer's request, be liable to pay a fine of EUR 100 for each individual case of infringement. Payment of the fine shall not entitle the Provider to provide the Services without a valid Consent.

- The Supplier shall be fully responsible for the environmental protection, occupational safety, health protection, fire safety, safety of the Supplier, the sub-suppliers and third parties at the place of delivery of the Goods and/or provision of the Services, and for compliance with other legislation of the Republic of Lithuania during the performance of contractual obligations.

#### **4.7. Organisation of the Services, Responsibilities of the Buyer and the Supplier:**

- After the Supplier's services have been provided, the Buyer will organise and carry out the cleaning of the Supplier's equipment and the proper collection and disposal of the waste from the trunk gas pipeline, including the disposal of contaminated (worn-out) parts of the equipment used by the Supplier;
  - Buyer shall provide the Supplier with a list of the coordinates of the markers, installations, girth welds and reference points in the digital format specified by the Supplier by email if there is a need to determine the central line of the pipeline route of the main gas pipeline.
  - If the Supplier's equipment enters the pipeline and becomes stuck for any reason, the Buyer shall be responsible for cutting such equipment out of the pipeline and for all associated costs. Subject to the limitations of liability set out in this Contract, the Supplier shall be liable for the direct costs of such cut-out if the cause of the jamming was the Supplier's negligence, incorrect technical decisions in the configuration of the equipment, or failure to ensure that the provision of the Service was possible, safe and associated with the lowest risk of jamming.
  - If the Supplier's equipment is irreparably damaged, or if the cost of repairing such equipment exceeds the cost of the equipment, and the equipment is damaged as a result of circumstances beyond the control of the Buyer, new equipment necessary for the provision of the Services shall be delivered at the Buyer's expense and the Buyer shall reimburse the Supplier for reasonable and justifiable costs of transporting the equipment. The Supplier shall arrange for the search and delivery of the new equipment. The Supplier shall use its best endeavours to locate and deliver the new equipment as quickly as possible.
  - The Supplier shall confirm by email that it has received all information necessary for the planning of the Services, the preparation of the technological manuals (programmes), the scheduling of the launch of the trunk gas pipeline and the equipment, the preparation and evaluation of the procedures and conditions for the acceptance of the stages of the Services prior to the commencement of the Services and it shall not make any claims against the Buyer in respect of the same after the signing of the Contract. The Buyer shall be responsible for any incorrect data provided to the Supplier and shall be liable for any damages and/or losses resulting from the Supplier's reliance on said incorrect data.
  - If the collected geometric data of the trunk gas pipeline shows that the standard equipment used to collect the defect information will not pass through the pipeline (e.g., insufficient length of segment elbows, etc.), the Supplier shall reconstruct such equipment or recommend that the Buyer remove or repair such areas of the pipeline.
  - The Supplier shall transmit to the Buyer a preliminary report of a satisfactory quality electronically (by email, through the cloud) after the completion of the diagnostic Services. The advance preliminary report shall contain at least 30 of the most serious defects identified, as well as recommendations for "unidentified anomalies" to be resolved. After the preliminary report, the Buyer shall optionally check (verify) the dimensions of the defects identified in the preliminary report. If the verified defect dimensions are confirmed, the Supplier shall transmit electronically (by email, cloud) to the Buyer a final report (in the chosen licensed software format and in Excel format), drawn up properly and to a high quality, with the calculation of the strength of the trunk gas pipeline, the determination of the service life of the pipeline, and the recommendations for repair of the defects. The following shall also be identified and carried out:
    - Provision of original data and technical support software for analysing information and verifying original data;
    - Consultations with 1-2 members of the Buyer's staff, training the Buyer in the use of diagnostic data and/or licensed software.
- All documentation, including certificates of qualification and technical documentation, shall be submitted by the Supplier in either Lithuanian or English.
- Upon receipt of the final report, the Supplier shall also submit a final handover and acceptance certificate of the Services, signed by the Buyer within a maximum of 10 (ten) business days, or, in the event of

any deficiencies, it shall be returned to the Supplier unsigned, specifying the deficiencies identified in the result of the Services and setting a reasonable deadline for their correction, which shall not exceed 30 (thirty) business days, unless the Parties agree otherwise. The request to rectify the identified deficiencies in the Services may be made by separate letter.

Annexes:

Annex 1.In-line inspection pipeline questionnaire



**CONTRACT FOR THE SALE AND PURCHASE OF SERVICES  
GENERAL CONDITIONS OF THE CONTRACT**

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## **1. MAIN PROVISIONS**

### **1.1. Definitions**

Capitalised definitions used in the Contract, as well as in correspondence between the Parties to the Contract, shall have the meanings set out below:

**(a) Certificate** shall mean the certificate of handover and acceptance of the Services, or another equivalent document, signed by the Parties and authenticated by the signatures of the Parties after the provision of the Services by the Supplier;

**(b) Group** shall mean the group of companies controlled by UAB EPSO-G, consisting of UAB EPSO-G and subsidiaries directly and indirectly controlled by UAB EPSO-G;

**(c) Origin Requirements** shall mean the requirements laid down in the Procurement Documents with regard to the origin of the Supplier, subcontractors or economic operators whose capacities are relied upon or persons controlling them, as well as the origin of services.

**(d) Supplier** shall mean the party to the Contract that provides the Services specified in the Contract to the Buyer;

**(e) Tender** shall mean the Supplier's Tender for the Procurement (the totality of the documents and explanations submitted by the Supplier for the Procurement);

**(f) Services** shall mean the services specified in the Contract which the Supplier undertakes to provide to the Buyer;

**(g) Screening** shall mean screening of the transaction (Contract) and/or Persons to be Screened in accordance with the procedure set out in the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security, during which the Supplier (all heads of the economic operators constituting the Supplier) and/or the subcontractors and their employees shall be obliged to provide the necessary documents and information for such screening;

**(h) Buyer** shall mean the party to the Contract that purchases the Services specified in the Contract from the Supplier;

**(i) Procurement** shall mean the purchase of Services that has resulted in the award of the Contract;

**(j) Procurement Documents** shall mean all documents and data provided by the Buyer to potential suppliers during the Procurement, describing the Services to be procured and the terms and conditions of the Procurement: the Contract Notice, the Terms and Conditions of the Procurement, the Technical Specification, the Draft Contract, any other documents relating to the Procurement, and any clarifications (revisions) provided by the Buyer during the Procurement;

**(k) Law on Procurement** shall mean the Law of the Republic of Lithuania on Procurement by Contracting Entities in the Field of Water Management, Energy, Transport or Postal Services;

**(l) Initial Contract Value** shall mean the Contract Value (excluding VAT) specified in the Special Conditions of Contract;

**(m) Contract** shall mean the contract between the Buyer and the Supplier: the General Conditions and the Special Conditions (together with any amendments, supplements, agreements and annexes) under which the Parties undertake to comply with the terms of the Contract;

**(n) Contract Price** shall mean the final total amount payable to the Supplier under the Contract, including all applicable taxes and costs;

**(o) Consent** shall mean a written consent issued by the Buyer to work in the operating facilities (installations) of the natural gas transmission system and/or their protection zone;

**(p) Parties** shall mean the Buyer and the Supplier jointly, and a **Party** shall mean the Buyer or the Supplier individually;

**(r) Technical Specification** shall mean an annex to the Terms and Conditions of the Procurement and the clarifications provided by the Buyer during the Procurement (paragraph 9 of the Special Conditions of the Contract);

**(s) Persons to be Screened** shall mean the employees of the Supplier (all economic operators comprising the Supplier) and/or subcontractors who, by reason of their assigned functions or work, have been granted, or are about to be granted, the right of unescorted access to the facilities or assets critical for national security under the control of the Buyer, and

who are subject to screening in accordance with the criteria and procedures specified in the Law on the Protection of Objects Critical for National Security.

## **1.2. Subject Matter of the Contract**

1.2.1. The Supplier undertakes to provide the Services specified in the Contract and the Buyer undertakes to pay for the Services in the manner and within the deadlines specified in the Contract.

## **1.3. Responsible Persons**

1.3.1. The Parties shall deal with matters relating to the performance of this Contract through the responsible persons designated by the Parties in the Contract. Communication between the responsible persons shall take place through their contact details specified in the Contract.

1.3.2. The Parties hereby ensure that the responsible persons appointed by them have all the necessary powers to perform the Contract. Decisions taken by the responsible persons contrary to the Contract without a separate authorisation shall be null and void and shall not create any new rights or obligations for the Parties.

1.3.3. Either Party shall have the right to replace unilaterally the responsible person specified in the Contract with another responsible person by giving prior written notice to the other Party, together with updated contact details as specified in the Special Conditions of the Contract.

## **1.4. Performance of the Contract**

1.4.1. The Supplier undertakes to perform the Contract at its own risk, as diligently and efficiently as possible, in the best interests of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

1.4.2. The Supplier shall be responsible for ensuring that during the entire period of performance of the Contract (including specialists, subcontractors whose capabilities are relied upon by the Supplier):

1.4.2.1. It has the right to engage in the activities required for the performance of the Contract; if the Supplier's qualification for the right to engage in the activities in question has not been screened, or has not been screened fully, the Supplier undertakes that the procurement contract shall be performed only by persons who have such a right;

1.4.2.2. It meets the technical and professional capability requirements and other requirements for the qualification of suppliers set out in the Procurement Documents and necessary for the proper performance of the Contract;

1.4.2.3. It does not have grounds for exclusion where required by the Procurement Documents;

1.4.2.4. It complies with the commitments and parameters set out in the Tender, including the values and parameters of the cost-effectiveness criteria;

1.4.2.5. It ensures compliance with the established standards of the quality management system and/or environmental management system, where required by the Procurement Documents;

1.4.2.6. It complies with the interests of national security if the Procurement Documents provide for Screening to be carried out in accordance with the requirements of the Law of the Republic of Lithuania on the Protection of Objects Critical for National Security;

1.4.2.7. It complies with the Origin Requirements, if any, set out in the Procurement Documents;

1.4.2.8. It ensures that the Supplier is not subject to international sanctions implemented in the Republic of Lithuania as defined in the Law of the Republic of Lithuania on International Sanctions.

1.4.3. The Buyer shall have the right to inspect and evaluate the provision of the Services. At the Buyer's request, the Supplier shall provide all information and documentation as may be necessary to demonstrate the progress and results of the performance of the Contract and the compliance with the requirements of the Contract.

1.4.4. Each Party undertakes to respond to an enquiry from the other Party promptly, but no later than within three (3) working days from the date of receipt, unless a later date is specified in the enquiry itself. The Parties may reply within a longer period of time if such a period is objectively necessary, and the Party shall inform the other Party before the expiry of the period of time referred to in this paragraph, stating the reasons for this.

1.4.5. The Supplier undertakes to notify the Buyer (and the relevant authorities where required) immediately, but in any event within 2 (two) working days at the latest, of any incidents that violate occupational health and safety, hygiene,

environmental protection, and fire safety requirements that occurred during the provision of the Services (in the course of the provision of the Services on the Buyer's premises and/or territories).

1.4.6. Where the Services are provided on the basis of separate orders from the Buyer, such orders shall be placed and confirmed in writing and/or by email or, in urgent cases, by telephone, after confirmation of such an order in writing and/or by email no later than the next working day. Unless otherwise provided in the Technical Specification or the Special Conditions of the Contract, the Parties shall agree on the scope of the Services to be ordered, the timing and/or location of the provision of the Services, and any other necessary terms and conditions at the time of the placement of orders. Orders shall be deemed to be agreed when both Parties have confirmed them. Orders may be amended and cancelled by mutual agreement between the representatives of the Parties. An Order shall be deemed to have been fulfilled when the Supplier has provided the Buyer with all Services specified therein and the Buyer has confirmed the provision of the respective Services.

1.4.7. If the Supplier fails to provide the Services on time (including delays in rectifying any deficiencies identified at the time of handover and acceptance of the Services, as set out in Section 1.8 of the General Conditions of the Contract), the Buyer shall charge the Supplier a default interest of 0.02% (zero point zero two percent) of the value of the defaulted obligations, exclusive of VAT, and, if it is not possible to determine the value of the defaulted obligations, the default interest shall be paid on the Initial Value of the Contract, for each day of delay until the date of fulfilment of the obligations, unless otherwise provided for in the Special Conditions of the Contract. Failure to provide the Services on time shall constitute a missed deadline specified in the Contract or in the Buyer's order.

1.4.8. If the Special Conditions of the Contract specify that Consent must be obtained, then:

1.4.8.1. The Supplier (including subcontractors/employees) shall obtain written Consent from the Buyer before commencing the provision of the Services (the relevant part of the Services for which Consent is required);

1.4.8.2. The Supplier undertakes to provide all the documents necessary to obtain such Consent (a list of the documents to be provided is available *here*);

1.4.8.3. The Consent issued by the Buyer shall be valid for the entire duration of the provision of the Services (or the relevant part thereof) on the specified premises and/or territories.

## **1.5. The Supplier and Other Persons Engaged for the Performance of the Contract**

1.5.1. The Supplier shall be responsible for ensuring that the Services are provided only by persons (specialists, subcontractors on whose capacities the Supplier relies) who meet the requirements set out in the Procurement Documents. The requirements shall apply to the extent provided for in the Procurement Documents (see paragraph 1.4.2. of the General Conditions of the Contract).

1.5.2. If the Procurement Documents impose specific qualification or other requirements for the persons who will perform the Contract, or if the Supplier has relied on their capacities in submitting the Tender, only the persons who meet those requirements and who are identified in the Tender may perform the Contract. If the Supplier intends to change the person named in the Tender during the performance of the Contract, the Supplier shall submit a reasoned letter to the Buyer and obtain the Buyer's written consent. The change may only be made for objective reasons (bankruptcy/liquidation or a similar situation; termination of the legal relationship with the Supplier; illness, etc.). The newly appointed person shall have qualification and experience at least equal to those specified in the Procurement Documents and shall meet the other requirements set out in the Procurement Documents (if any). In the event that the Buyer determines during the performance of the Contract that the person performing the Contract does not meet the requirements set out in the Procurement Documents, the Supplier shall undertake to replace the non-compliant person with a compliant person within 10 (ten) working days of such a request by the Buyer.

1.5.3. Prior to the conclusion of the Contract, the Supplier undertakes to inform the Buyer of the names, contact details and representatives of all subcontractors known to the Supplier, if any, and if they have not been indicated in the Tender. The Supplier undertakes to keep the Buyer informed of any changes to this information throughout the performance of the Contract, as well as of any new subcontractors that it intends to engage at a later date.

1.5.4. Where the nature of the Contract so permits, the Special Conditions of the Contract shall specify the possibility of direct settlement with subcontractors. If a sub-supplier expresses a wish to make use of the direct settlement option, a tripartite agreement shall be concluded between the Buyer, the Supplier, and the sub-supplier. If the Special Conditions

of the Contract do not provide for such an option, the nature of the Contract shall be deemed not to allow for direct settlement with subcontractors.

1.5.5. Where the Tender has been submitted by a group of suppliers acting in accordance with a joint venture contract, should there be a reasonable need to replace the joint venture partners, such replacement shall be possible provided that:

1.5.5.1. Receipt of a request from the remaining joint venture partner for a replacement of a joint venture partner and confirmation of the intention of the withdrawing joint venture partner to withdraw from the joint venture and to transfer all obligations under the joint venture contract to the new and/or remaining joint venture partner;

1.5.5.2. The written agreement of the new and/or remaining joint venture partner to replace the withdrawing joint venture partner and to assume all the obligations of the withdrawing joint venture partner under the Contract;

1.5.5.3. The new and/or remaining joint venture partners (jointly) have at least the qualification and experience specified in the Procurement Documents, and meet the other requirements (if any) set out in the Procurement Documents;

1.5.5.4. A copy of the new joint venture contract or the amendment to the existing joint venture contract, with the relevant amendments that comply with the requirements set out in the Procurement Documents and applicable to the joint venture contract, has been received.

## **1.6. Quality Requirements for the Services**

1.6.1. The Supplier warrants that, at the time of handover and acceptance of the Services (the result thereof) or any part thereof, the Services will comply with the requirements set out in the Contract, will have been provided in a high-quality manner, and will be free from any deficiencies that would nullify or impair the value of the Services or the suitability of the result for ordinary use.

1.6.2. Unless the Contract specifies quality conditions, the quality of the Services provided by the Supplier must comply with the requirements normally applicable to this type of service.

## **1.7. Suspension**

1.7.1. The Parties shall have the right to suspend the performance of their obligations in the cases and in accordance with the procedures set out in the Contract and the Civil Code of the Republic of Lithuania.

## **1.8. Completion of Provision of the Services**

1.8.1. The Services (or any part thereof) shall be accepted by the Parties by signing a Certificate drafted and delivered to the Buyer by the Supplier. One copy of the Certificate signed by the Parties shall be given to the Buyer. If material deficiencies are found in the Services (or any part thereof) at the time of acceptance, the Buyer shall return the Certificate with the material deficiencies specified therein to the Supplier and shall exercise the rights set out in paragraph 1.8.3 of this Section. In the event of non-substantial deficiencies, the deficiencies shall be specified in the Certificate, with a time limit(s) for the rectification of such deficiencies, and the Certificate shall be signed by the Parties. Such a signed Certificate shall be the basis for the invoice and payment.

1.8.2. Acceptance of the Services shall not be deemed to be an unconditional confirmation by the Buyer that the Services comply with the requirements of the Contract and shall not exclude the Buyer's right to require the rectification of any deficiencies at a later date, provided that such deficiencies were not reasonably noticeable at the time of handover and acceptance of the Services. The Buyer shall have the right to require the Supplier to rectify any deficiencies identified for a period of 1 (one) year after acceptance of the Services.

1.8.3. In the event of deficiencies, the Buyer shall be entitled, at its choice, to require the Supplier:

1.8.3.1. To remedy the deficiencies free of charge within a reasonable period specified by the Buyer;

1.8.3.2. To reimburse the costs of assessing and rectifying the deficiencies after the Buyer has rectified the deficiencies itself or with the help of third parties.

1.8.4. The Supplier undertakes to remedy any deficiencies without delay and to inform the Buyer of any circumstances affecting or likely to affect the proper performance of the Contract. The time limit for remedying the deficiencies shall not constitute grounds for extending the time limit for the provision of the Services and shall not exclude the Buyer's right to impose liability on the Supplier for failure to perform the Contract in time. Once all deficiencies have been remedied, the handover and acceptance of the Services (or part thereof) as set out in paragraph 1.8.1 of this Section

shall take place. This paragraph shall apply if the Buyer exercises the right set out in paragraph 1.8.3.1 of the General Conditions of the Contract.

## 2. PRICE AND PAYMENT

### 2.1. Contract Price, Conversion and Change of the Price (Rates)

2.1.1. The Contract Price shall include all taxes and all costs associated with the performance of the Contract, unless the Contract expressly provides that certain costs will be paid (reimbursed) separately to the Supplier.

2.1.2. The Parties agree that VAT shall be calculated in accordance with legislation in force at the time of invoicing.

2.1.3. If the Special Conditions of the Contract provide for the application of price (rates) conversions, either party to the Contract shall have the right during the term of the Contract to initiate, at the frequency provided for in the Special Conditions of the Contract, a conversion of the price (rates) provided for in the Contract. For the purpose of the conversion, the Parties shall be guided by the [data of the Indicators Database](#) published by Statistics Lithuania (State Data Agency) on the Official Statistics Portal, without requiring the other Party to submit an official document or confirmation issued by Statistics Lithuania (State Data Agency) or any other institution. In the event that more than 6 (six) months have elapsed between the submission of the (final) tender and the date of the possible conclusion of the Contract, the conversion of the price (rates) provided for in the Contract may be carried out on the date of conclusion of the Contract. The next conversion of the price (rates) provided for in the Contract may be made no earlier and no more frequently than provided for in the Special Conditions of the Contract.

2.1.4. The converted price (rates) shall apply to orders placed after the Parties enter into an agreement on the conversion of the price (rates). The conversion of the Contract price (rates) shall only apply to that part of the Contract which has not been redeemed, i.e. to the Services which have not been accepted and paid for. In the event of delays in the provision of the Services due to the Supplier's fault, the price (rates) of the delayed Services shall not be converted as a result of any price level increase (they may not be increased). The new price (rates) shall be calculated according to the following formula:

$$a_1 = a + \left( \frac{k}{100} \times a \div 2 \right), \text{ where:}$$

$a$  – the rate (EUR excluding VAT) (if it has already been converted, then the rate after the last conversion shall be included),

$a_1$  – converted (changed) rate (EUR excluding VAT),

$k$  – the percentage change (increase or decrease) in the prices of Consumer Goods and Services calculated on the basis of the Consumer Price Index (as specified in the Special Conditions of the Contract).

2.1.5. The  $k$  value shall be calculated according to the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžią}} \times 100 - 100, (\%) \text{ where:}$$

$Ind_{newest}$  – the latest index of Consumer Goods and Services published on the date of sending the request for a price conversion to the other party,

$Ind_{initial}$  – the index of Consumer Goods and Services as at the start date (month) of the period (specified in the Special Conditions of the Contract). In the case of the first conversion, the start (month) of the period shall be the month of the date of conclusion of the Contract. In the case of the second and subsequent conversions, the start (month) of the period shall be the month of the value of the published relevant index used at the time of the last conversion.

2.1.6. For the calculations, the index values used shall be specified to four decimal places. The calculated change ( $k$ ) shall be used for further calculations rounded to one decimal place, and the calculated rate  $a$  shall be rounded to two decimal places.

2.1.7. A subsequent conversion of prices or rates may not cover a period for which a conversion has already been performed.

## **2.2. Payment**

2.2.1. The electronic invoice (including, if applicable, the advance electronic invoice) and the documents related to the payment shall be submitted by the means chosen by the Supplier: the Supplier may submit an electronic invoice complying with the requirements of the EU Directive 2014/55, or submit an electronic invoice in a different format using the information system E-invoice („E. sąskaita“) administered by State Enterprise Centre of Registers.

2.2.2. The time of issuing the invoice:

2.2.2.1. In the case of recurring monthly payments, the invoice for the previous month must be submitted no later than on the 2<sup>nd</sup> working day of the current month.

2.2.2.2. In the case of individual orders, partial or one-off purchases of the Services, the invoice shall be submitted no later than 2 (two) working days after the date of signature of the Certificate for the Services.

2.2.2.3. The Special Conditions of the Contract may contain other conditions for invoicing.

2.2.3. The Buyer shall pay the invoice submitted in accordance with the Contract within the time limit set out in the Special Conditions of the Contract. In the event of failure by the Buyer to make the payment on time when the invoice is submitted in accordance with paragraph 2.2.1. of the General Conditions of the Contract and the right to withhold payment as set out in the Contract does not apply, the Supplier shall charge the Buyer a default interest of 0.02 (zero point zero two percent) of the amount not paid on time for each day of delay.

2.2.4. The Buyer shall have the right to withhold sums due to the Supplier under the Contract in the event of any deficiencies in the Services or any failure to perform other contractual obligations. The Buyer shall be entitled to exercise the right of retention referred to in this paragraph only to the extent necessary to ensure the satisfaction of reasonable claims.

2.2.5. At the time of payment, the amount due as shown on the invoice submitted by the Supplier will be reduced by the amount of penalties (fines and default interest). The Buyer shall be entitled to deduct compensation for damages incurred or to be incurred at any time from any sums payable to the Supplier under the Contract by notifying the Supplier in writing and obtaining the Supplier's confirmation of the amount of the Buyer's damages, or any part thereof. In the absence of (or insufficiency of) amounts payable to the Supplier under the Contract, the Supplier shall be obliged to pay penalties/compensation for damages within 30 (thirty) days of receipt of the Buyer's notification of the amounts payable, unless otherwise provided for in the Special Conditions of the Contract. The Buyer shall be entitled to use the contract performance security (if any) provided by the Supplier.

2.2.6. If, under the legislation of the Republic of Lithuania, the Supplier's remuneration for services rendered is recognised as income received by the Supplier outside of its permanent establishment, and the source of the income is the Republic of Lithuania, the Buyer shall deduct the withholding tax from the amount of the payment to be made to the Supplier.

## **3. LIABILITY**

### **3.1. Damages and Penalties**

3.1.1. Penalties (fines and default interest) provided for in the Contract shall be deemed to be the minimum pre-established damages incurred by the Parties as a result of the breach by the other Party of the relevant term of the Contract, the amount of which the affected Party does not need to prove. The payment of penalties shall not preclude the affected Party from claiming compensation for damages not covered by the penalty and shall not relieve the Party that has paid the penalty of its contractual obligations.

3.1.2. In the event of non-performance or improper performance of the contractual obligations by the Parties, the penalties provided for in the General and/or Special Conditions of the Contract shall apply.

3.1.3. Penalties shall be paid and damages shall be compensated in accordance with Section 2.2 of the General Conditions of the Contract.

### **3.2. Limitation of Liability**

3.2.1. Under the Contract, the Parties shall be liable only for direct damages suffered by the other Party and shall not be liable for indirect damages, including damages for loss of profits, loss of savings or loss of business opportunity.

3.2.2. Any direct damages shall be limited to the amount of the Initial Value of the Contract, but not less than EUR 3,000 (three thousand euro) (if the Initial Value of the Contract does not exceed EUR 3,000 (three thousand euro)).

3.2.3. The total amount of penalties imposed on a Party under the Contract shall be limited to an amount equal to 20% (twenty percent) of the Initial Value of the Contract; if the Initial Value of the Contract does not exceed the amount of EUR 3,000 (three thousand euro), the amount shall not exceed EUR 1,500 (one thousand five hundred euro).

3.2.4. The limitation of liability provisions of the Contract shall not apply to damage caused by intent or gross negligence. The limitation of liability referred to in the Contract shall not apply in the case of damage caused by breach of confidentiality obligations, infringement of protection of personal data or intellectual property rights.

### **3.3. Exemption from Liability**

3.3.1. A Party shall not be held liable for any failure to fulfil any of its obligations under the Contract if it proves that such failure was due to circumstances beyond its reasonable control, that the failure could not reasonably have been foreseen at the time of the conclusion of the Contract, and that the Party could not have prevented the occurrence of the circumstances or their consequences, and it did not assume the risk of such circumstances ("Force Majeure").

3.3.2. The Parties understand Force Majeure as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and Resolution No. 840 of 15 July 1996 of the Government of the Republic of Lithuania "On the Exemption from Liability in the Event of Force Majeure".

3.3.3. A Party shall not be relieved of liability if its failure to fulfil its obligations has been affected by decisions, acts or omissions of itself, its subcontractors, entities directly or indirectly owned or controlled by that Party, and their employees (including strikes), governing bodies, or members thereof.

3.3.4. The Party shall notify the other Party of Force Majeure and their impact on the performance of the Contract and on the deadlines immediately, but no later than within 5 (five) working days of their occurrence or becoming apparent, providing evidence of the existence of the above-mentioned circumstances. Failure to give timely notice shall mean that the circumstances had not affected the performance of the Contract until such notice was given.

3.3.5. In the event of Force Majeure, the Party shall take all reasonable measures to mitigate any damage and to minimise its impact on the deadlines for the performance of the Contract.

3.3.6. The grounds for exempting a Party from liability shall only arise during the existence of these circumstances and, once they have been removed, the Party must immediately resume fulfilment of its contractual obligations.

3.3.7. At the Supplier's reasoned request, penalties (or part thereof) shall not apply where the delay in performance of the obligation(s) is due to circumstances beyond the Supplier's control.

### **3.4. Contract Performance Security**

3.4.1. The Buyer shall have the right to require the Supplier to provide a bank guarantee or a letter of surety from an insurance company to ensure the proper performance of the Contract. The contract performance security (if required) shall comply with the conditions set out in the Special Conditions of the Contract and shall be provided in accordance with the procedures set out therein.

## **4. CONTRACT**

### **4.1. Validity of the Contract**

4.1.1. The Contract shall enter into force from the moment it is signed by the last signatory (or, where the Special Conditions of the Contract provide for additional conditions of entry into force, from the moment these conditions are fulfilled) and shall remain in force until the Parties have fully performed their contractual obligations or the Contract has been terminated (or has become invalid). Liability, confidentiality, data protection, intellectual property, dispatch and receipt of notices, language, dispute resolution and other terms which by their nature are intended to survive the completion or termination (or invalidity) of the Contract shall survive such completion or termination (or invalidity).

4.1.2. If any provision of the Contract is or becomes invalid, in whole or in part, by reason of its conflict with applicable legislation or for any other reason, the remaining provisions of the Contract shall remain in full force and effect. In this case, the Parties will negotiate in good faith and seek to replace the invalid provision with another lawful and valid provision which, to the extent possible, achieves the same legal and economic result as the provision of the Contract to be so replaced.

4.1.3. If the Special Terms of the Contract provide for an extension of the Contract and all conditions relating to the extension of the Contract have been fulfilled, the Contract shall be automatically extended for the minimum period provided for, unless either Party gives notice of termination of the Contract at least 30 (thirty) days prior to the expiry of the term of the Contract.

## **4.2. Amendment of the Contract**

4.2.1. The Contract may be amended by written agreement of the Parties in accordance with the conditions and procedures set out in the Contract. The Contract may also be amended in cases not provided for therein, provided that such amendments do not conflict with the provisions of Article 97 of the Law on Procurement.

4.2.2. The deadline for provision of the Services may be extended in the following circumstances:

4.2.2.1. Adverse weather conditions that make it impossible to provide the Services (or any part thereof): heavy rainfall, flooding, dense fog, squally winds, heavy snow, blizzards, etc. This option shall only apply to the part of the Services that are subject to natural conditions for their quality and/or provision;

4.2.2.2. Acts or omissions by the Buyer that prevent the proper and timely performance of the Supplier's obligations under the Contract, including delays by the Buyer in appointing specialists responsible for the performance of its obligations under the Contract, or the non-performance or improper performance of the Buyer's other obligations under the Contract;

4.2.2.3. Failure to perform any function assigned to a state or municipal authority, body, office or organisation, or other entity by law, within a set (or reasonable) time limit;

4.2.2.4. Protracted procurement procedures which make it impossible or excessively difficult to commence and/or complete the provision of the Services within the prescribed time limit;

4.2.2.5. Delays, impediments or interferences beyond the Supplier's control and caused by and attributable to third parties (e.g., improper performance of another contract of the Buyer, the performance of which has a direct impact on the Supplier's performance of the Contract);

4.2.2.6. Other cases (if any) provided for in the Special Conditions of the Contract.

4.2.3. The time limit for the fulfilment of the contractual obligations may be extended for a period not exceeding the duration of the specific circumstance as provided for in paragraph 4.2.2 of the General Conditions of the Contract. The Supplier shall in all cases seek to minimise the impact of the circumstances and shall justify in the request for extension the existence of the relevant conditions and their impact on the time limits for the provision of the Services (or part thereof), as well as the fact that these conditions are due to causes beyond the Supplier's control. Any extension of the time limit for the provision of the Services shall be agreed in writing by the Parties and shall form an integral part of the Contract.

## **4.3. Termination of the Contract**

4.3.1. The Contract may be terminated in the cases provided for in Article 98 of the Law on Procurement and in the Contract, including the possibility to terminate the Contract by agreement of the Parties.

4.3.2. Either Party shall have the right to terminate the Contract unilaterally by giving a written notice to the other Party at least ten (10) days in advance if:

4.3.2.1. The other Party enters into bankruptcy, restructuring or liquidation proceedings, becomes insolvent or ceases its business activities, or a similar situation arises under any other law;

4.3.2.2. The performance of the Contract is suspended for more than 120 (one hundred and twenty) days due to Force Majeure;

4.3.2.3. The amount of penalties payable to the other Party exceeds 20% (twenty percent) of the Initial Value of the Contract; if the Initial Value of the Contract does not exceed the sum of EUR 3,000 (three thousand euro), the amount of penalties shall be EUR 1,500 (one thousand five hundred euro).

- 4.3.2.4. The other Party, through its own fault, is unable and/or refuses to perform its contractual obligations, or any part thereof, irrespective of the value of such part;
- 4.3.2.5. If, at the Party's request, the other Party fails to provide evidence to rebut the circumstances that may lead to the termination of this Contract;
- 4.3.2.6. The other Party violates the provisions of the Contract governing the protection of personal data, intellectual property or the management of confidential information;
- 4.3.3. The Buyer shall have the right to terminate the Contract unilaterally by giving the Supplier a notice at least ten (10) days in advance:
- 4.3.3.1. If the Supplier assigns the rights and obligations arising from the Contract to third parties without the Buyer's written consent;
- 4.3.3.2. If the Supplier fails to comply with the requirements set out in paragraph 1.4.2 of the General Conditions of the Contract;
- 4.3.3.3. If the Supplier commits a material breach of the Contract;
- 4.3.3.4. If the Buyer receives an instruction/recommendation to terminate the Contract from the authorities involved in procurement management.
- 4.3.4. The Parties shall also have the right to terminate the Contract in other cases specified in the General Conditions and in the Special Conditions of the Contract, as well as in the cases specified in Articles 6.217 and 6.721 of the Civil Code of the Republic of Lithuania;
- 4.3.5. Where a Party remedies the breach or the circumstances giving rise to the start of the termination procedure of the Contract have ceased to exist, the Contract shall not be terminated and the termination notice shall cease to have effect if the Party that remedied the breach informs the other Party accordingly.
- 4.3.6. In the event of termination of the Contract due to the Supplier's fault, the Supplier shall not be entitled to compensation for any damages incurred in addition to the remuneration due to the Supplier for the Services purchased (accepted) by the Buyer.

#### **4.4. Interpretation of the Contract**

- 4.4.1. The Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.
- 4.4.2. In the Contract, where the context requires it, words in the singular may have a plural meaning, and vice versa.
- 4.4.3. The headings of the sections of the Contract are for ease of reading only and cannot be used directly to interpret the Contract.
- 4.4.4. For the purposes of the interpretation and application of the Contract, the order of precedence of the documents of the Contract shall be as follows:
- 4.4.4.1. The Technical Specification (including explanations and clarifications, if any);
- 4.4.4.2. The Special Conditions of the Contract;
- 4.4.4.3. The General Conditions of the Contract;
- 4.4.4.4. The Procurement Documents (including explanations and clarifications, if any) (excluding the Technical Specification);
- 4.4.4.5. The Tender.
- 4.4.5. The time limits referred to in the Contract shall be calculated in calendar days, months and years, unless otherwise specified in the Contract.
- 4.4.6. The working days referred to in the Contract shall be understood as any day from Monday to Friday, excluding public holidays as defined in the Labour Code of the Republic of Lithuania. If the time limit referred to in the Contract ends on a day off, the time limit shall be postponed to the first working day thereafter. Working hours (working time) shall be understood as the hours of the working day as published on the Buyer's website.

### **5. FINAL PROVISIONS**

#### **5.1. Representations and Warranties**

- 5.1.1. By signing the Contract, both Parties represent and warrant that:

They are solvent and financially capable of performing the Contract, they have not been subject to any restriction on their activities, they are not in restructuring or liquidation proceedings, they have not suspended or restricted their activities, and they are not in bankruptcy proceedings;

5.1.1.2. They have all the authorisations, decisions, consents and approvals necessary to enter into this Contract and to fulfil the obligations under this Contract fully and properly, and are able to provide them within a reasonable time as determined by the Buyer.

5.1.2. By signing the Contract, the Supplier further represents and warrants that:

5.1.2.1. It has fully familiarised itself with all the information and documentation relating to the subject matter and object of the Contract which is necessary for the performance of its obligations under the Contract, and that such documentation and the information contained therein is fully and completely sufficient to enable the Supplier to ensure the proper and complete performance and quality of all the obligations under the Contract. The Supplier confirms that it has examined, understood and verified the documents referred to in the Contract and provided to it in advance, and that, to the best of the Supplier's knowledge, they do not contain any errors or other deficiencies that would prevent the proper and timely performance of the Supplier's obligations;

5.1.2.2. It has all the technical, intellectual, physical, organisational, financial and any other capabilities and qualities necessary and appropriate to enable it to perform the terms of the Contract properly.

5.1.2.3. In its dealings with the Buyer and third parties engaged for the performance of the Contract, it is aware of and undertakes to comply with the provisions of the [Group's Corruption Prevention Policy](#) (the "Policy") and the [Supplier Code of Conduct](#) (the "Code"), which establish lawful, sustainable and fair business practices that include mandatory standards of environmental, human rights, labour standards and business ethics. The Supplier shall ensure that the requirements of this paragraph are complied with by the Supplier's employees, members of the management and supervisory bodies, and other representatives of both the Supplier and the third parties engaged by the Supplier for the performance of the Contract.

5.1.2.4. It will promptly inform the Buyer of any circumstances arising during the term of the Contract which may be deemed to violate the requirements and standards of conduct set out in the Policy and the Code, and, at the Buyer's request, provide all information relating to the occurrence of the circumstances, the remedying of the consequences, and the implementation of preventive measures.

## **5.2. Intellectual Property**

5.2.1. The result of the service is the report. The Client will have full ownership of the report and shall have the right to use, reproduce, modify, and share it with third parties for its internal purposes or as required by applicable law or regulation. However, any proprietary software, methods, or tools used by the Supplier in producing the report shall remain the exclusive intellectual property of the Supplier, and the Client is granted a non-exclusive license to use them solely for purposes related to the report.

5.2.2. In order to ensure the proper implementation of the provisions of this Section, the Supplier undertakes to enter into the necessary agreements with its designated employees, subcontractors and any third parties. The Supplier also undertakes to indemnify the Buyer against any claims by third parties in respect of the use of the works of intellectual property, where the Buyer makes use of these works without prejudice to the terms of the Contract.

## **5.3. Confidentiality and Protection of Personal Data**

5.3.1. If, in the performance of the Contract, a Party has received from the other Party information which is a trade secret or other confidential information, it shall not be entitled to disclose such information to third parties without the consent of the other Party.

5.3.2. Confidential Information shall not include the following:

5.3.2.1. Information that is, or was at the time of its submission, publicly available;

5.3.2.2. Information that was obtained from a third party on which the Buyer does not impose any restrictions regarding its disclosure;

5.3.2.3. Information that may not be treated as confidential under current legal requirements;

5.3.2.4. Information that was designated in writing by the other Party as non-confidential.

5.3.3. If the Supplier is in doubt as to whether information is confidential, the Supplier will treat such information as confidential.

5.3.4. Each Party acknowledges and confirms that the personal data referred to in the Contract will be processed solely for purposes related to the performance of the Contract and in accordance with strict confidentiality obligations and requirements for the protection of personal data. The requirements for the processing of personal data, the rights of data subjects and the obligations of data controllers shall be governed by 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 (General Data Protection Regulation).

5.3.5. Where applicable and if requested by the Buyer, the Supplier shall sign a Confidentiality Agreement (paragraph 9 of the Special Conditions of the Contract) and/or a Personal Data Processing Agreement (paragraph 9 of the Special Conditions of the Contract) in accordance with the standard forms provided by the Buyer, and if the Supplier refuses to do so, the Supplier shall not be allowed to provide the relevant part of the Services and shall be liable for the full extent of any liability for failure to provide the Services in time as set out in the Contract.

5.3.6. Failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Contract.

#### **5.4. Language**

5.4.1. If the Contract is concluded in both Lithuanian and a foreign language(s), and the versions in Lithuanian and in a foreign language(s) do not match, the Lithuanian text shall prevail.

5.4.2. In the performance of the Contract, communication and correspondence between the Parties shall be conducted in the Lithuanian language, unless the Parties agree otherwise. In cases where the Supplier's registered office (or place of residence) is located outside the Republic of Lithuania, correspondence may be conducted in English or in another language mutually agreed upon by the Parties.

5.4.3. All documentation provided by the Supplier shall be in the Lithuanian language, unless otherwise specified in the Contract or agreed in writing by the Parties.

#### **5.5. Notices**

5.5.1. All notices required to be given under this Contract or under applicable law shall be served on a Party to the Contract and confirmed by signature, or sent by registered mail or email to the addresses specified in the Contract. Notices shall be deemed to have been duly served 5 (five) working days after the date of dispatch of the registered letter to the other Party at the address specified in the Contract. Notices sent by email shall be deemed to have been received on the working day following the date of dispatch.

5.5.2. A Party shall give prior written notice to the other Party of any change in its particulars. All notices (documents) sent by one Party to the other Party prior to the receipt of notice of the latter's change of address shall be deemed to have been duly served on that Party.

5.5.3. Notices, requests, demands, invoices, certificates and correspondence sent by the Parties shall indicate the number and the date of the Contract.

#### **5.6. Dispute Resolution**

5.6.1. Any disputes, disagreements or claims arising out of or in connection with this Contract, its breach, termination or validity shall be settled by negotiation between the Parties.

5.6.2. If the Parties are unable to resolve any dispute, disagreement or claim by negotiations, the dispute, disagreement or claim shall be settled by the courts of the Republic of Lithuania in the place of the Buyer's registered office, applying the law of the Republic of Lithuania.

## **5.7. Transfer of Rights**

5.7.1. The Buyer shall have the right to transfer its rights and/or obligations under the Contract to a third party without the Supplier's express consent. The Supplier shall be informed of the transfer of rights and/or obligations to a third party by written notice.

5.7.2. The Supplier shall not be entitled to assign its rights and/or obligations under the Contract to third parties without the written consent of the Buyer. If the Supplier fails to comply with this requirement, the Supplier and the third party who has assumed the rights and obligations shall be jointly and severally liable towards the Buyer.

## **5.8. Waiver of Rights**

5.8.1. Failure by the Parties to exercise their rights under the Contract shall not constitute a waiver of those rights, unless a Party waives those rights by written notice.



SPS priedas Nr. 2 /Annex No. 2 to the SPC

| <i>GALUTINIS PASIŪLYMAS</i>   |   | <i>FINAL TENDER</i>   |
|---|---|---|
| <b>AMBER GRID AB „(VPP - 3756) MAGISTRALINIO DUJOTIEKIO PABRADĖ - VISAGINAS VALYMO IR DIAGNOSTIKOS PASLAUGOS“ PIRKIMUI</b>  |   | <b>FOR THE PROCUREMENT OF “(VPP - 3756) MAIN GAS PIPELINE PABRADĖ - VISAGINAS AND DIAGNOSTIC SERVICES” OF AMBER GRID AB</b> |
| <b>INFORMACIJA APIE TIEKĖJĄ / SUPPLIER INFORMATION</b>  |   |   |
| <i>Tiekėjo pavadinimas / Jeigu dalyvauja Tiekėjų grupė, surašomi visų narių pavadinimai</i>   | <i>Name of the Supplier / If a group of Suppliers is present, the names of all members shall be listed</i>  | PIPE CARE DMCC  |
| <i>Tiekėjų grupės atsakingas partneris (pildoma, jei Pasiūlymą teikia Tiekėjų grupė)</i>  | <i>Responsible partner of the group of Suppliers (to be filled in if the Tender is submitted by a group of Suppliers)</i>   | Not applicable  |
| <i>Tiekėjo adresas / Jeigu dalyvauja Tiekėjų grupė, surašomi visi dalyvių adresai</i>   | <i>Supplier's address / If a group of Suppliers is involved, all addresses of the participants are listed</i>   | Unit No: 1504<br>Gold Crest Executive<br>Plot No: JLT-PH1-C2A<br>Jumeirah Lakes Towers<br>Dubai, United Arab Emirates       |
| <i>Tiekėjo juridinio asmens kodas (tuo atveju, jei Pasiūlymą pateikia fizinis asmuo – verslo pažymėjimo Nr. ar pan.) / Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i> | <i>Supplier's legal entity code (s) (in case the Tender is submitted by a natural person - business certificate No., etc.) / If the Tender is submitted by a group of Suppliers, all codes of the members of the group of Suppliers shall be listed</i> | DMCC189631  |
| <i>Tiekėjo PVM mokėtojo kodas/ Jeigu Pasiūlymą pateikia Tiekėjų grupė, nurodomi visi Tiekėjų grupės narių kodai</i>   | <i>Supplier VAT identification number (s) / In case the Tender is submitted by a Supplier group, the codes of all the Supplier group members shall be indicated.</i>  | 100566392500003   |
| <i>Tiekėjo / Tiekėjų grupės atsakingo partnerio sąskaitos numeris, banko pavadinimas ir banko kodas</i>   | <i>Account number, bank name and bank code of the Supplier / responsible partner of the Supplier</i>  | Account No: 0140363103<br>Bank name: Citi Commercial Bank<br>IBAN: AE62021100000140363103 (EUR)                             |

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| Pasiūlymo pasirašymui Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens vardas, pavardė, pareigos, telefono numeris ir el. paštas                         | Name, surname, position, telephone number and e-mail of the person authorized by the Supplier / responsible partner of the group of Suppliers to sign the Tender  | Tanja El Chami<br>General Manager<br>+971 556084730<br>tanya@pipecaregroup.com  |
| Tiekėjo / Tiekėjų grupės atsakingo partnerio įgalioto asmens laimėjimo atveju pasirašančio Sutartį vardas, pavardė, pareigos   | Name, surname and the position of the person authorized by the Supplier / Supplier group to sign the Contract if the Supplier wins the Procurement  | Tanja El Chami<br>General Manager<br>+971 556084730<br>tanya@pipecaregroup.com  |
| Tiekėjo / Tiekėjų grupės atsakingo partnerio laimėjimo atveju už Sutarties vykdymą paskirto atsakingo asmens vardas, pavardė, pareigos, telefono numeris, el. paštas | Name, surname, the position, telephone No. and e-mail of the person responsible for the implementation of the Contract appointed by a Supplier / responsible partner of the Supplier group  | Nabil Elboukili<br>Project Manager<br>+ 33 651628616<br>nabil.elboukili@pipecaregroup.com   |
| 1.   | <b>SUTIKIMAS SU PIRKIMO SĄLYGOMIS</b>   | <b>AGREEMENT TO THE PROCUREMENT CONDITIONS</b>  |
| 1.1.   | Su Pasiūlymu pažymime, kad pateikdami savo Pasiūlymą, sutinkame su Pj ir Pirkimo sąlygose nustatytais Pirkimo procedūromis ir būsimos Sutarties sąlygomis.  | With this Tender, we acknowledge that by submitting our Tender, we agree with the further Procurement procedures set forth in LP and the Procurement conditions and the terms and conditions of the future Contract.  |
| 1.2.   | Patvirtiname, kad atidžiai perskaitėme visus Pirkimo sąlygų, taip pat Techninės specifikacijos reikalavimus, mūsų Pasiūlymas juos visiškai atitinka ir įsipareigojame jų laikytis vykdydami Sutartį. Taip pat įsipareigojame laikytis ir kitų Lietuvos Respublikoje galiojančių ir Pirkimo objektui bei Sutarčiai taikomų teisės aktų reikalavimų.  | We confirm that we have carefully read all the requirements of the Procurement conditions, as well as the Technical Specification, our Tender fully complies with them and we undertake to comply with them in the performance of the Contract. We also undertake to comply with the requirements of other legal acts in force in the Republic of Lithuania and applicable to the Object of Procurement and the Contract.   |
| 1.3.   | Teikdami Pasiūlymą patvirtiname, kad visos siūlomos prekės (naudojamos medžiagos, įranga) nepriklausomai ar naudojamos darbų atlikimui ar paslaugų suteikimui, atitikis Perkančiojo subjekto nurodytus reikalavimus, ir nebus importuotos iš šalių, ar jų dalių, teritorijų (specialaus statuso zonų), iš kurių tokių tiekiamų prekių (naudojamų medžiagų, įrangos) importas yra draudžiamas pagal Jungtinių Tautų saugumo tarybos sprendimus arba kurioms taikomos Jungtinių Amerikos Valstijų, Europos Sąjungos ribojamosios priemonės (sankcijos) ar kitų tarptautinių organizacijų, kurių narė yra arba kuriose | By submitting the Tender we confirm that all the goods (materials used, equipment) offered, whether independently or used for the execution of works or the provision of services, will meet the requirements the Contracting Entity and will not be imported from the countries or their parts, territories (special status zones), from which imports of such supplied goods (materials used, equipment) are prohibited by decisions of the United Nations Security Council or in the case of restrictive measures (sanctions) by the United States, the European Union or international sanctions of other |

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|        | dalyvauja Lietuvos Respublika, tarptautinės sankcijos. Perkančiajam subjektui raštu pareikalavus, per jo nurodytą terminą bus pateikti dokumentai, patvirtinantys prekių (naudojamų medžiagų, įrangos) kilmės šalį ir gamintoją ir jo akcininkus.  | international organizations, the member or participant of which is the Republic of Lithuania. Upon written request of the Contracting Entity, documents confirming the country of origin of the goods (materials used, equipment), the manufacturer and its shareholders will be submitted within the deadline specified by the Contracting Entity.   |
| 1.4.   | Užtikrinu, kad mano atstovaujamas Tiekėjas/ Tiekėjų grupės nariai ir jo pasitelkiami Subtiekėjai bei Ūkio subjektai, kurių pajėgumais remiamasi, bus susipažinę su 2022 m. lapkričio 25 d. EPSO-G valdybos patvirtintu EPSO-G įmonių grupės tiekėjų etikos kodeksu <sup>1</sup> ir 2023 m. birželio 29 d. EPSO-G valdybos patvirtinta EPSO-G įmonių grupės antikorupcinės veiklos politika <sup>2</sup> prieš vykdydami Sutartį. | I undertake to ensure that the Supplier/members of the Supplier Group represented by me and the Sub-Suppliers, and Economic entities whose capacity is relied on, are familiar with the EPSO-G Company Group's Supplier Code of Conduct <sup>3</sup> approved by the EPSO-G board on 25 <sup>th</sup> of November, 2022 and the EPSO-G Company Group Anti-Corruption Policy <sup>4</sup> approved by the EPSO-G board on 29 <sup>th</sup> of June, 2023 before engaging in the execution of the Contract. |
| 1.5.   | Patvirtinu, kad teikiant Pasiūlymą nėra nei vienos iš šių sąlygų:  | I confirm that none of the following conditions apply when submitting the Tender:   |
| 1.5.1. | Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektai, kurių pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra juridiniai asmenys, registruoti VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose <sup>5</sup> ;   | The Supplier, its Sub-supplier, the members of the Supplier group, Economic entities whose capacity is relied on, or the persons controlling them are legal entities registered in the countries or territories <sup>6</sup> listed in Article 92 (15) of the LPP;  |
| 1.5.2. | Tiekėjas, jo Subtiekėjas, Tiekėjų grupės nariai, Ūkio subjektas, kurio pajėgumais remiamasi, ar juos kontroliuojantys asmenys yra fiziniai asmenys, nuolat gyvenantys VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytose valstybėse ar teritorijose arba turintys šių valstybių pilietybę;   | The Supplier, its Sub-supplier, the members of the Supplier group, Economic entity whose capacity is relied on, or the persons controlling them are natural persons residing in the countries or territories listed in Article 92 (15) of the LPP or having the citizenship of these countries;   |
| 1.5.3. | paslaugos yra teikiamos iš VPĮ 92 straipsnio 15 dalyje numatyta sąrašė nurodytų valstybių ar teritorijų;   | the services are provided from countries or territories included in the list provided for in Article 92 (15) of the LPP;  |

<sup>1</sup> Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epso.g.it/uploads/documents/files/Politikos/2022-11-25%20Tiekėjų%20etikos%20kodeksas.pdf>

<sup>2</sup> Skelbiama Epso-G įmonių grupės tinklalapyje adresu: <https://www.epso.g.it/uploads/documents/files/Politikos/Antikorupcinės%20veiklos%20politika.pdf>

<sup>3</sup> Published on the website of the Epso-G group of companies at: <https://www.epso.g.it/uploads/documents/files/EPSO-G%20Supplier%20Code%20of%20Conduct%202022%2011%2025.pdf>

<sup>4</sup> Published on the website of the Epso-G group of companies at: [https://www.epso.g.it/uploads/documents/files/Politikos/Antikorupcinės%20veiklos%20politika%20\\_ENG\\_2023.pdf](https://www.epso.g.it/uploads/documents/files/Politikos/Antikorupcinės%20veiklos%20politika%20_ENG_2023.pdf)

<sup>5</sup> Rusijos Federacija; Baltarusijos Respublika; Rusijos Federacijos aneksuotas Krymas; Moldovos Respublikos Vyriausybės nekontroliuojama Padiestrės teritorija; Sakartvelo Vyriausybės nekontroliuojamos Abchazijos ir Pietų Osetijos teritorijos.

<sup>6</sup> Russian Federation; The Republic of Belarus; Crimea annexed by the Russian Federation; The territory of Transnistria not controlled by the Government of the Republic of Moldova; The territories of Abkhazia and South Ossetia which are not under the control of the Sakartvelo Government.

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| 1.5.4. | Lietuvos Respublikos Vyriausybė, vadovaudamasi Nacionaliniame saugumui užtikrinti svarbių objektų apsaugos įstatyme įtvirtintais kriterijais, yra priėmusi sprendimą, patvirtinantį, kad šios dalies 1.5.1 ir 1.5.2 punktuose nurodyti subjektai ar su jais ketinamas sudaryti (sudarytas) sandoris neatitinka nacionalinio saugumo interesus.   | The Government of the Republic of Lithuania, in accordance with the criteria established in the Law on the Protection of Objects Important for Ensuring National Security, has adopted a decision confirming that the entities specified in Clauses 1.5.1. and / or 1.5.2. of the GPC do not meet national security interests;  |
| 1.6.   | Patvirtinu, kad mano atstovaujamo Tiekėjo sudėtyje nėra Rusijos dalyvavimo, viršijančio 2014 m. liepos 31 d. Tarybos reglamento (ES) Nr. 833/2014 dėl ribojamųjų priemonių atsižvelgiant į Rusijos veiksmus, kuriais destabilizuojama padėtis Ukrainoje, su pakeitimais, padarytais 2022 m. balandžio 8 d. Tarybos reglamentu (ES) Nr. 2022/576, 5k straipsnyje nustatytas ribas. Visų pirma patvirtinu, kad:  | I declare under honour that there is no Russian involvement in the contract of the company I represent exceeding the limits set in Article 5k of Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilising the situation in Ukraine, as amended by Council Regulation (EU) No 2022/578 of 8 April 2022. In particular I declare that:   |
| a)     | mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra Rusijos pilietis arba Rusijoje įsisteigęs fizinis ar juridinis asmuo, subjektas ar įstaiga;  | the Supplier I represent (and none of the companies which are members of our consortium) is not a Russian national, or a natural or legal person, entity or body established in Russia;   |
| b)     | mano atstovaujamas Tiekėjas (ir nė vienas iš Tiekėjų grupės narių) nėra juridinis asmuo, subjektas ar įstaiga, kurio nuosavybės teisės tiesiogiai ar netiesiogiai daugiau kaip 50 % priklauso Pasiūlymo 1.6 punkto a) papunktyje nurodytam subjektui;  | the Supplier I represent (and none of the companies which are members of our consortium) is not a legal person, entity or body whose proprietary rights are directly or indirectly owned for more than 50 % by an entity referred to in Tender's section 1.6. point (a) of this paragraph;  |
| c)     | nei aš, nei mano atstovaujama bendrovė nėra fizinis ar juridinis asmuo, subjektas ar įstaiga, veikianti Pasiūlymo 1.6 punkto a) arba b) papunktyje nurodyto subjekto vardu ar jo nurodymu;   | neither I nor the company represent is a natural or legal person, entity or body act on behalf or at the direction of an entity referred to in Tender's section 1.6. point (a) or (b) above,  |
| d)     | Pasiūlymo 1.6 punkto a)-c) papunkčiuose išvardyti subjektai nedalyvauja Subtiekėjais, tiekėjais ar ūkio subjektais, kurių pajėgumais remiamasi, tais atvejais, kai jiems tenka daugiau kaip 10 % Sutarties vertės.   | there is no participation of over 10 % of the contract value of subcontractors, suppliers or economic operators whose capacities are relied on by entities listed in Tender's section 1.6. points (a) to (c) .  |
| 1.7.   | Patvirtinu, kad Tiekėjui, Subtiekėjams, kuriuos esu pasitelkęs ar pasitelksiu ateityje, Ūkio subjektams, kurių pajėgumais remiuosi ir (ar) remiuosi, prekių gamintojams ar juos kontroliuojantiems juridiniams ir (ar) fiziniams asmenims netaikomos Jungtinių Tautų saugumo tarybos, Europos Sąjungos, kitų tarptautinių organizacijų, kurių narė yra arba kuriose dalyvauja Lietuvos Respublika ar Jungtinių Amerikos Valstijų sankcijos (ribojamosios priemonės). | I declare under honour that the supplier, sub-suppliers whom I have invoked or will invoke in the future, economic operators whose capabilities I rely on and/or will rely on, manufacturers of goods, or the legal or natural persons who control them are not subject to international sanctions (restrictive measures) implemented by the United Nations Security Council, the European Union, other international organizations of which the Republic of Lithuania is a member or participant, or by the United States of America. The controlling person is understood as defined in the Competition Law of the Republic of Lithuania. |

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| 1.8. | Deklaruojamoms aplinkybėms pasikeitus, įsipareigoju 255555555555 nedelsiant apie tai informuoti Perkantįjį subjektą. | If the declared circumstances change, I undertake to inform the Contracting Entity immediately.                                 |
| 1.9. | Tiekėjas už pateiktos informacijos teisingumą atsako įstatymų nustatyta tvarka.                                      | The Supplier shall be liable for the accuracy of the information provided in accordance with the procedures established by law. |
| 2.   | <b>PASIŪLYMO KAINA</b>   | <b>TENDER PRICE</b>   |
| 2.1. | Pasiūlymo kaina nurodoma eurais.   | Tender price to be indicated in EUR.  |
| 2.2. | Pasiūlymo kaina nurodoma užpildant pateiktą lentelę:   | Tender price to be indicated by completing the below provided table:  |

| Eil. Nr.<br>/<br>No | Pirkimo objektas<br>/<br>Object of the Procurement  | Matavimo vienetai<br>/<br>Units of measure | Preliminarus kiekis<br>Paslaugų teikimo laikotarpiu <sup>7</sup><br>/<br>Preliminary amount during the period of provision of the Services <sup>8</sup> | Įkainis, Eur be PVM<br>/<br>Rate in EUR, excluding VAT <sup>9</sup> | Kaina, Eur be PVM <sup>9</sup> /<br>Price in EUR, excluding VAT <sup>10</sup> |
|---------------------|---|--|---|---|---|
| 1.                  | <b>MD Pabradė - Visaginas DN300 (12") (L-89,2 km) / Main gas pipeline MD Pabradė - Visaginas DN300 (12") (L-89,2 km)</b>  |  |   |   |   |
| 1.1.                | Įrangos paruošimas (pagaminimas, surinkimas, testavimas) /<br>Equipment preparation (manufacture, assembly, testing)  | vnt / unit                                 | 1   | 19,500.00   | 19,500.00   |
| 1.2.                | Įrangos ir žmonių atvežimas (mobilizavimas) į darbo vietą 30 kalendorinių dienų /<br>Delivering equipment and people to the work site (mobilisation) 30 calendar days | vnt / unit                                 | 1   | 39,000.00   | 39,000.00   |
| 1.3.                | <b>Dujotiekio vamzdžio diagnostika 30 kalendorinių dienų (iš viso), iš jų / Diagnostics of the gas pipeline 30 calendar days (total) including:</b>                   |  |   |   |   |
| 1.3.1.              | Dujotiekio geometrijos patikrinimas su vamzdžio geometrijos stūmokliu-profilio matuokliu. Duomenų apie  | vnt / unit                                 | 1   | 39,000.00   | 39,000.00   |

<sup>7</sup> Nurodytas preliminarus Pirkimo objekto kiekis. Perkantysis subjektas neįsipareigoja nupirkti viso nurodyto kiekio.

<sup>8</sup> The preliminary amount of Procurement object is indicated. The Contracting Entity does not undertake the liability to purchase the whole indicated amount.

<sup>9</sup> Kaina Eur be PVM apskaičiuojama padauginant įkainį Eur be PVM iš nurodyto preliminarus kiekio.

<sup>10</sup> The price in EUR excluding VAT is calculated by multiplying the rate in EUR excluding VAT with the indicated preliminary amount.

|        |  |            |   |           |           |
|--------|--|------------|---|-----------|-----------|
|        | vamzdyno geometriją (ovalumas, įdubos, gofravimo elementai ir kt.) surinkimas /<br>Checking the geometry of the gas pipeline with a pipeline geometry piston-profile gauge. Collection of data on the gas pipeline geometry (ovality, recesses, corrugation elements, etc.)  |            |   |           |           |
| 1.3.2. | Dujotiekio metalo korozijos, anomalijų ir kitų pažeidimų patikrinimas su MFL (angl. magnetic flux leakage) arba jam lygiavertčiu, XYZ koordinatijų nustatymo kontroliniu įtaisu. Duomenų apie atitinkamus vamzdyno defektus surinkimas /<br>Inspection of the metal corrosion, anomalies and other damage in the gas pipeline with a MFL (magnetic flux leakage) or equivalent, XYZ coordinate determination control device. Collection of data on relevant pipeline defects.  | vnt / unit | 1 | 58,500.00 | 58,500.00 |
| 1.4.   | Preliminarios ataskaitos, leidžiančios įvertinti surinktą informaciją apie dujotiekio techninę būklę kontrolės įtaisais, parengimas, su duomenų apie labiausiai pavojingus dujotiekio defektus paruošimu - per 30 k. d. po to, kai dujotiekio praleidžiama diagnostinė įranga /<br>Drawing up of a preliminary report allowing to evaluate the collected information about the technical condition of the gas pipeline with control devices, with the preparation of data on the most dangerous defects of the pipeline - within 30 days from the launch of the diagnostic equipment through the pipeline. | vnt / unit | 1 | 9,750.00  | 9,750.00  |
| 1.5.   | Galutinės ataskaitos dėl dujotiekio diagnostikos paslaugų popierinėje formoje ir elektroniniame pavidale parengimas (detali svarbiausių defektų analizė, dujotiekio erdvinės padėties nustatymas, vamzdyno stiprumo skaičiavimai, vamzdyno tarnavimo laikotarpio nustatymas ir defektų remonto rekomendacijos <u>per 20 kalendorinių dienų po Pirkėjo pastabų Preliminariai ataskaitai pateikimo</u> ) /<br>Drawing up of the final report on gas pipeline diagnostic services in paper form and in electronic form (detailed  | vnt / unit | 1 | 29,250.00 | 29,250.00 |

|                  |   |            |   |          |                       |
|------------------|---|------------|---|----------|-----------------------|
|                  | analysis of the most important defects, determination of the spatial position of the gas pipeline, calculations of pipeline strength, determination of the service life of the pipeline and recommendations for the repair of defects <u>during 20 calendar days of the Purchaser's comments on the Preliminary Report submission).</u> |            |   |          |                       |
| <b>1.1- 1.5.</b> | <b>Paslaugų kaina Eur be PVM / Price of the Servies in EUR excluding VAT</b>  |            |   |          | <b>195,000.00</b>     |
| <b>1.6.</b>      | <b>Dienos įkainiai/papildomos dienos personalo ir įrangos darbo vietoje, kai darbai užsitęsia ilgiau nei 30 kalendorinių dienų/<br/>Daily rates/additional days for personnel and equipment at the work site for works lasting more than 30 calendar days</b>   |            |   |          |                       |
| <b>1.6.1.</b>    | Diagnostikos inžinieriaus kalendorinė diena/<br>Diagnostic engineer calendar day  | vnt / unit | 1 | 1,000.00 | 1,000.00              |
| <b>1.6.2.</b>    | Dujotiekio vamzdyno geometrijos patikrinimas geometrijos įtaisu-profilio matuokliu, paleidžiant kontrolės įtaisą papildomą kalendorinę dieną/<br>Verification of the geometry of the gas pipeline with a geometry device — an electronic gauge pig, by launching the control device on an additional calendar day                       | vnt / unit | 1 | 1,200.00 | 1,200.00              |
| <b>1.6.3.</b>    | Dujotiekio vamzdyno korozijos, anomalijų ir kitų pažeidimų patikrinimas, paleidžiant kontrolės įtaisą MFL arba jam lygiavertį įrenginį papildomą kalendorinę dieną/<br>Inspection of corrosion, anomalies and other damage to the gas pipeline by launching the MFL control device or equivalent on an additional calendar day          | vnt / unit | 1 | 1,800.00 | 1,800.00              |
| <b>1.1.-1.6.</b> | <b>Bendra paslaugų kaina pasiūlymų palyginimui Eur be PVM / Total price of the Services for comparison of tenders in EUR excluding VAT</b>  |            |   |          | <b>199,000.00</b>     |
|                  | <b>PVM / VAT, EUR**</b>   |            |   |          | <b>Not applicable</b> |

|  |                   |
|--|-------------------|
| <b>Bendra paslaugų kaina pasiūlymų palyginimui Eur be PVM / Total price of the Services for comparison of tenders in EUR excluding <sup>11</sup></b> | <b>199,000.00</b> |
|--|-------------------|

1. Pasiūlymo formoje yra nurodytas preliminarus paslaugų kiekis pirkimo laimėtoji nustatyti. Užsakovas neįsipareigoja įsigyti visų nurodytų lentelėje paslaugų. Užsakovas teiks atskirus užsakymus neviršinat maksimalios sutarties vertės – 260 000,00 Eur be PVM. / The Tender form shall indicate the preliminary quantity of the Services to be awarded to the successful tenderer. The Customer shall not undertake to purchase all the services listed in the table. The Customer shall award individual orders up to a maximum contract value of EUR 260,000.00 excluding VAT.

\* *[kainiai turi būti pateikiami ne daugiau kaip dviejų skaičių po kablelio tikslumu. / The rates are to be submitted at the preciseness of not more than two digits after the comma.*

\*\* *Jeigu taikomas 0 proc. ar lengvatinis PVM dydžio tarifas, prašome nurodyti, kuo vadovaujantis taikomas toks PVM dydžio tarifas: / In case a VAT of 0 percent or a concession on VAT is applied, please indicate, based on what grounds the respectful VAT rate is applied:*

|      |  |   |
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| 3.   | <b>PASIŪLYMO GALIOJIMO TERMINAS</b>  | <b>TENDER VALIDITY TERM</b>   |
| 3.1. | Pasiūlymas galioja 3 mėnesius nuo Pasiūlymo pateikimo termino pabaigos.  | The Tender is valid for 3 months since the final deadline for submission of the Tender.   |
| 4.   | <b>KONFIDENCIALI INFORMACIJA</b>   | <b>CONFIDENTIAL INFORMATION</b>   |
| 4.1. | Visas Tiekėjo Pasiūlymas negali būti laikomas konfidencialia informacija <sup>12</sup> , tačiau Tiekėjas gali nurodyti, kad tam tikra jo Pasiūlyme | The entire Tender of the Supplier may not be considered confidential <sup>14</sup> , but the Supplier may indicate that certain information provided in the Tender is |

<sup>11</sup> The price of the Tender in EUR including VAT must encompass all the costs, all taxes and rates, payable in accordance with the valid laws of the Republic of Lithuania.

In case the Supplier is not a VAT payer or the services are not subject to VAT in accordance with the Law on Value Added Tax of the Republic of Lithuania, 0 is written in the column "VAT", while in the column "Tender price in EUR including VAT" the same sum as listed under the column "Tender price in EUR not including VAT" shall be indicated. In case the Supplier is not a VAT payer or services are not subject to VAT or a VAT concession is applicable, the Supplier shall be liable to indicate the grounds for exemption of VAT application or a VAT concession.

<sup>12</sup> Vadovaujantis PĮ 32 straipsnio 2 dalimi, konfidencialia negalima laikyti informacijos:

- 1) jeigu tai pažeistų įstatymų, nustatančių informacijos atskleidimo ar teisės gauti informaciją reikalavimus, ir šių įstatymų įgyvendinamųjų teisės aktų nuostatas;
- 2) jeigu tai pažeistų PĮ 46 ir 68 straipsniuose ir 94 straipsnio 9 dalyje nustatytus reikalavimus dėl paskelbimo apie sudarytą pirkimo sutartį, kandidatų ir dalyvių informavimo, laimėjusio dalyvio pasiūlymo, sudarytos pirkimo sutarties, preliminariosios sutarties ir šių sutarčių pakeitimų paskelbimo, įskaitant informaciją apie pasiūlyme nurodytą prekių, paslaugų ar darbų kainą, išskyrus jų sudedamąsias dalis;
- 3) pateiktas tiekėjo pašalinimo pagrindų nebuvimą, atitiktį kvalifikacijos reikalavimams, kokybės vadybos sistemas ir aplinkos apsaugos vadybos sistemos standartams patvirtinančiuose dokumentuose, išskyrus informaciją, kurią atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis, – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti;
- 4) informacijos apie pažeiktus ūkio subjektus, kurių pajėgumais remiasi tiekėjas, ir subtiekėjus – tuo atveju, kai ši informacija reikalinga tiekėjui jo teisėtiems interesams ginti.

<sup>14</sup> Pursuant to Article 32 [2] of the LP, the information cannot be considered confidential<sup>14</sup>:

- 1) if that would violate the provisions of the laws establishing the requirements for disclosure of information or the right to receive information, and the legal acts implementing these laws;
- 2) if that would violate the requirements set out in Articles 46 and 68 and Article 94 [9] of LP regarding the announcement of the concluded procurement contract, informing of candidates and tenderers, publication of the tender of the Successful Tenderer, concluded contract, draft contract and amendments to these contracts, including information on the price of the goods, services or works specified in the tender, except for its components;
- 3) provided in the documents certifying the absence of grounds for exclusion of suppliers, compliance with the qualification requirements, quality management system and environmental management system standards, except for information the disclosure of which would violate the obligations of the supplier under contracts concluded with third parties, in so far as this information is necessary for the protection of the supplier's legitimate interests;
- 4) information on the economic operators whose capacities are relied on by the Supplier and subcontractors, in so far as this information is necessary for the Supplier to protect its legitimate interests.

|      |   |  |
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|      | <p>pateikta informacija yra konfidenciali atitinkamus dokumentus arba informaciją pažymėdamas žyma „KONFIDENCIALU“. Bet kokiu atveju, visą Pasiūlymo konfidencialią informaciją Perkančiojo subjekto prašymu privalės nurodyti <u>galimas laimėtojas/laimėtojas</u> užpildant SPS priedą 8 „Konfidenciali informacija“ ir pateikti šios informacijos konfidencialumą pagrindžiančius dokumentus. Nepateikus prašomos informacijos ar konfidencialumo pagrindimo, bus laikoma, kad visa Pasiūlymą<sup>13</sup> sudaranti informacija nėra konfidenciali, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.</p> <p>Perkantysis subjektas negali tretiesiems asmenims atskleisti iš tiekėjų gautos informacijos, kurią jie nurodė kaip konfidencialią, išskyrus atvejus, kai Pasiūlymo informacija negali būti konfidenciali kaip nurodyta šios Pasiūlymo formos 4.2. punkte arba kai Tiekėjas buvo paprašytas pagrįsti Pasiūlymo informacijos konfidencialumą ir per Perkančiojo subjekto nustatytą terminą to nepadarė.</p> | <p>confidential by marking the respective documents or information as “CONFIDENTIAL”. In any case, all Confidential information of the Tender must be provided <u>by the potential winner / winner</u> at the request of the Contracting Entity by completing Annex No. 8 of the SPC “Confidential Information” and providing documentation justifying the confidentiality of this information. Failure to provide the requested information or confidentiality justification will result in all information constituting the Tender<sup>13</sup> being considered non-confidential, except for information the disclosure of which is not permitted under the Law on the Legal Protection of Personal Data.</p> <p>The Contracting Entity may not disclose to third parties the information received from the suppliers, which they have indicated as confidential except for cases where the information of the Tender cannot be confidential as indicated in point 4.2. of this Tender form or when the Supplier was requested to provide justification for the confidentiality of the information in the Tender and did not do so within the deadline set by the Contracting Entity.</p> |
| 4.2. | <p>Mums žinoma, kad <u>Lentelėje Nr. 1 nurodyta Pasiūlyme pateikiama informacija negali būti konfidenciali ir pirkimo laimėjimo atveju privalo būti viešinama</u> vadovaujantis viešuosius pirkimus reglamentuojančių teisės aktų nuostatomis ir Viešųjų pirkimų tarnybos<sup>16</sup> (toliau – VPT) bei teismų formuojama praktika.</p>   | <p>We know that in the information indicated in the Table no. 1 and provided in the Tender cannot be confidential and must be made public in case of winning the Procurement in accordance with the provisions of the legal acts regulating public procurement and the practice established by the Public Procurement Office<sup>17</sup> (hereinafter - PPO) and courts.</p>  |

Lentelė Nr. 1 / Table No. 1

| Eil. Nr. / No. | Su Paraiška/Pasiūlymu pateikiama informacija | Information provided in the Application / Tender | Viešinimo pagrindas   | Grounds for publicity   |
|----------------|--|--|---|---|
| 1.             | Užpildyta Paraiškos/Pasiūlymo forma          | Filled in form of the Application / Tender       | Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą. | Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be |

<sup>13</sup> Pasiūlymas – pagal Perkančiojo subjekto nustatytas sąlygas bei terminus Tiekėjo raštu pateikiamų dokumentų ir duomenų visuma, kuria siūloma tiekti prekes, teikti paslaugas ar atlikti darbus.

<sup>14</sup> Tender - a set of documents and data submitted by the Supplier in writing in accordance with the Terms and Conditions set by the Contracting Entity, by which it is proposed to supply goods, provide services or perform works.

<sup>15</sup> Daugiau apie konfidencialumą viešuosiose pirkimuose VPT parengtoje metodikoje: [http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali\\_informacija.pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf)

<sup>17</sup> You may find more on confidentiality in public procurement in information prepared in Lithuanian language by Public Procurement office: [http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali\\_informacija.pdf](http://vpt.lrv.lt/uploads/vpt/documents/files/mp/konfidenciali_informacija.pdf)

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|      |  |  |   | published under the Law on the Legal Protection of Personal Data.  |
| 2.   | Informacija apie ūkio subjektus, kurių pajėgumais remiamasi, subtiekiėjus ir kvazisubtiekiėjus | Information about the Economic operators whose capacities will be relied on, Sub-suppliers and Quasi sub-suppliers | Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, išskyrus informaciją, kurios atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą.   | Information will be published in accordance with Article 32 (2) of the LP, except for information which cannot be published under the Law on the Legal Protection of Personal Data.  |
| 3.   | Tiekėjo EBVPD ir pagrindžiantys dokumentai   | Supplier's ESPD and supporting documents   | Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, kad tiekėjo duomenys apie pašalinimo pagrindų buvimą/nebuvimą, kvalifikaciniai duomenys, kuriais tiekėjas remiasi siekdamas laimėti viešąjį pirkimą, negali būti laikomi konfidencialia informacija, išskyrus tokius kvalifikaciją pagrindžiančius dokumentus, kuriuos atskleidus būtų pažeisti tiekėjo įsipareigojimai pagal su trečiaisiais asmenimis sudarytas sutartis (PĮ 32 str. 2 d. 3 p.) arba informacijos atskleidimas negalimas pagal Asmens duomenų teisinės apsaugos įstatymą. | Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, that states that the Supplier's data on the existence / absence of grounds for exclusion, the qualification data on which the supplier relies on in order to win the public procurement, cannot be considered confidential, except for such qualification documents, the disclosure of which would violate the Supplier's obligations under contracts with third parties (Article 32 (2) point 3 the LP) or disclosure of information is not possible under the Law on the Legal Protection of Personal Data. |
| 4.   | Prekių, paslaugų ar darbų kaina/kainiai  | Price / rates of goods, services or works  | Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika, išskyrus įkainių sudedamąsias dalis.  | Information will be published in accordance with Article 32 (2) of the LP, PPO and case law, except for the components of the price rates.   |
| 5.   | Atitikties Techninės specifikacijos reikalavimams lentelė                                      | Table of compliance with the requirements of the Technical Specification   | Viešinama vadovaujantis PĮ 32 straipsnio 2 dalimi, VPT ir teismų formuojama praktika.   | Information will be published in accordance with Article 32 (2) of the LP, PPO and case law.   |
| 4.3. | Pasirašydamas šį Pasiūlymą, tvirtintu visų kartu su pateikiamų dokumentų tikrumą.              | Pasiūlymu  | By signing this Tender, I certify the authenticity of all documents submitted with the Tender.  |  |

[Redacted]

Signed by:  
[Redacted]

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(Tiekėjo arba jo īgalioto asmens vards, pavardē, parašas/ *name, surname, signature of the Supplier or a person authorised by the Supplier*)<sup>18</sup>

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<sup>18</sup> Jei dokumentą pasirašo Tiekėjo vadovo įgaliotas asmuo, prie Pasūlymo turi būti pridėtas rašytinis įgaliojimas arba kitas dokumentas, suteikiantis parašo teisę. / *If the document is signed by a person authorised by the Supplier's CEO, the Tender must be accompanied by a written power of attorney or other document giving the right to sign.*

**COMMITMENT OF CONFIDENTIALITY**

Vilnius

AB Amber Grid, a public limited liability company established and operating under the laws of the Republic of Lithuania, with legal entity number 303090867 and its registered seat in Laisvės ave. 10, LT 04215 Vilnius, the data on the company is collected and stored in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as Amber Grid), represented by the Technical director [REDACTED] and CFO [REDACTED], acting in accordance with on the distribution of duties and areas of activity" 2021. November 25. No. 1-96 and

PIPE CARE DMCC, a legal entity number DMCC189631 with its registered seat in JLT-PH1-C2A, Jumeirah Lakes Towers, Dubai, United Arab Emirates data on the company is collected and stored in the Register of Legal Entities of the United Arab Emirates (hereinafter referred to as the Recipient of Information), represented by [REDACTED], acting in accordance with License and Articles of Association, Amber Grid and the Recipient of Information are hereinafter collectively referred to as the Parties and individually as a Party,

CONSIDERING THAT Amber Grid intends to communicate confidential information (including inside information) to the Recipient of Information,

THEREFORE, Amber Grid and the Recipient of Information shall agree and enter into this Confidentiality Agreement (hereinafter referred to as the Agreement) as part of their contractual obligations:

**1. Confidential information**

1.1. For the purposes of this Agreement confidential information shall be deemed to be any and all data and information received in any form whatsoever by the Recipient of information or any person acting on its behalf or in its interests (including, without limitation, an employee, representative or consultant) from Amber Grid or any person acting on its behalf or in its interests (including, but without limitation, an employee, agent or consultant) (hereinafter referred to as Confidential Information).

1.2. Confidential information shall not include such information or matter which:

1.2.1. is or becomes public pursuant to the legislation of the Republic of Lithuania other legal acts or the Articles of Association of Amber Grid;

1.2.2. at the time of submission has already been made public or is otherwise publicly available to the general public;

1.2.3. Amber Grid notifies the Recipient of information in writing of it not being considered confidential or sensitive.

1.3. In the event of any doubt as to whether information is Confidential, it must be treated as such until Amber Grid informs that such information is not Confidential.

**2. Terms of use of Confidential Information**

2.1. Recipient of Information, its employees, representatives and consultants shall undertake to keep Confidential information secret and not disclose it in whole or in part to any third party in any form or by any means without a relevant prior written consent from Amber Grid.

2.2. Recipient of Information, its employees, representatives and consultants shall undertake to not use Confidential information in any manner that may cause damage or loss to Amber Grid.

2.3. Recipient of Information shall only grant access to Confidential information to the following employees, representatives or consultants:

2.3.1. employees, representatives or consultants who shall be obligated to know Confidential Information by the nature of their position or job;

2.3.2. employees, representatives or consultants who have been informed of the confidential nature of information and who have undertaken to comply with confidentiality obligations on equal terms and conditions to those set out in this Agreement;

2.4. Recipient of Information, its employees, representatives and consultants shall undertake to inform Amber Grid about any unauthorised use/disclosure of Confidential Information that has occurred or is anticipated.

2.5. Recipient of Information, its employees, representatives and consultants shall be aware that certain Confidential information may also be considered inside information for the purposes of the legislation governing markets

in financial instruments and shall be aware of the restrictions on the use of inside information in the trading of financial instruments.

2.6. The obligations of the Recipient of Information set out in this Agreement not to disclose Confidential Information shall not apply if and to the extent that the Recipient is required to do so by law or other regulations, and the Recipient of Information is under an obligation to disclose Confidential Information to an authorised state, municipal, governmental or other authority, body, organisation or its representative, or to a court. If pursuant to applicable laws or regulations the Recipient of Information is obliged to disclose any part of Confidential Information, Amber Grid shall be immediately notified in writing prior to the disclosure of such Confidential Information.

2.7. Concerning Confidential Information in electronic format, the Recipient of Information undertakes the following:

2.7.1. to ensure that all computer stations, which are used for work with Confidential Information in electronic format obtained within the scope of this Agreement, shall be equipped with legal, activated version of anti-virus software;

2.7.2. to ensure that Confidential Information in electronic format shall not be transmitted/handled in respective service domains on the Internet, such as *Dropbox*, *Google Drive*, *One Drive*, except where such services are provided to the Recipient of information under corporate (not individual use) agreements with the providers of such services;

2.7.3. to ensure that portable electronic media (e.g. CDs/DVDs, USBs) containing Confidential Information shall be encrypted or stored in locked information storage devices (cabinets, safes, dedicated locked rooms, etc.), or otherwise protected against theft or loss of such devices.

### 3. Liability

3.1. In the event of a breach by the Recipient of Information of any of its obligations under this Agreement, the Recipient of Information shall be liable to pay a fine of EUR 3,000 and to indemnify or reimburse Amber Grid for the losses, costs or expenses (including legal costs), directly or indirectly caused, incurred or sustained by Amber Grid as a direct or indirect result of such a breach.

3.2. The Recipient of Information shall ensure that its employees, representatives and consultants properly comply with the confidentiality obligations set out in this Agreement.

4. **Validity of the Agreement.** The Agreement shall enter into force on the date of its signature and shall remain in force for an unlimited period of time. If for any reason the Agreement is to be terminated, the termination shall not release the Recipient of information from its obligation not to disclose the Confidential Information provided under this Agreement.

### 5. Other provisions

5.1. Shall any court or other authorised institution decide that any provision of the Agreement is in whole or in part invalid or inapplicable in any other manner, however, would be valid and enforceable if properly modified, then such provision shall be subject to such modification as may be necessary to make it valid and enforceable. If such provision cannot be so modified, its invalidity or non-applicability shall not affect or adversely affect the validity or enforceability of the remainder of the Agreement.

5.2. The Agreement shall be concluded in two copies of equal force. One copy of the Agreement shall be delivered to Amber Grid and the other copy shall be retained by the Recipient of information.

5.3. The Agreement shall be governed by the laws of the Republic of Lithuania. All disputes arising between Amber Grid and the Recipient of information regarding the conclusion, validity or execution of the Agreement shall be settled in the process of negotiation. Should Amber Grid and the Recipient of information fail to resolve any dispute by negotiation, the dispute shall be settled by a competent court in the Republic of Lithuania.

On behalf of AB Amber Grid:

On behalf of PIPE CARE DMCC:

Technical director

Manager

CFO

Signed by:

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