

GENERAL PART OF THE CONTRACT FOR THE PROVISION OF SERVICES

1. CONCEPTS OF THE CONTRACT

Persons

- 1.1. **“Service Provider”** means a person or a group of persons specified in the SP of this Contract providing Services specified in the Contract to the Buyer.
- 1.2. **“Buyer/Contracting Entity”** means the legal person specified in the SP of this Contract which purchases the Services specified in the SP of the Contract from the Service Provider.
- 1.3. **“Party”** means individually the Buyer or the Service Provider. **“Parties”** means jointly the Buyer and the Service Provider.
- 1.4. **“Third Party”** means any natural or legal person that is not a Party.
- 1.5. **“Subprovider”** means the legal or natural person specified in the Service Provider's Tender which/who is engaged by the Service Provider under a valid transaction concluded with the Service Provider for providing the Services specified in the Contract.

General Concepts

- 1.6. **“Procurement”** means the procurement organised by the Contracting Entity in order to conclude the Service Provision Contract.
- 1.7. **“Services”** means the Services specified in Section 1 of the SP of the Contract, as well as delivery and/or installation of certain goods provided for in the Contract, etc.
- 1.8. **“Price of Services”** means the amount specified in Section 2 of the SP of this Contract which may not be exceeded during the period of Contract validity (except the cases where the Contract provides for its recalculation), paid by the Buyer to the Service Provider for the Services provided based on the tariffs of the Services (if any) including all costs and charges.
- 1.9. **“Tariffs of Services”** – mean the tariffs indicated (if they indicated) in Section 2 of the SP of this Contract, on the basis of which the Buyer pays to the Service Provider for the Services provided, including all costs and taxes.
- 1.10. **“Defects of Services”** – mean the Service quality discrepancies with the requirements of the special terms and conditions of the Procurement and legal acts, concealed defects, errors, malfunctions, etc., identified by the Buyer or (and) third parties at the time of Service transfer acceptance or during the validity period of Service Quality Guarantee and which would be a reason that the Service result would not be used for the purpose the Buyer intended to use or which would result in the decrease of Service utility so that the Buyer would not purchase such Services or pay such amount of money for the Services if it was aware of the defects mentioned.

Documents

- 1.11. **“Contract”** – means this Contract, consist of documents listed in Clause 2.1 of the GP of the Contract
- 1.12. **“GP of the Contract”** means this document which is an integral component of the Contract and which sets out the standard provisions of the Contract and the standard rights, obligations and liability of the Buyer and of the Service Provider.
- 1.13. **“SP of the Contract”** means the special part of the Contract in which the subject matter of the Contract, the scope, price and tariffs (if applicable) of Services, Service provision periods and other conditions agreed upon by the Parties are discussed.
- 1.14. **“Technical Specification”** means a document which sets the requirements applicable to Services.
- 1.15. **“Order”** – means a Buyer's order being submitted to the Service Provider via text message, e-mail, fax and/or via information system specified by the Buyer regarding the provision of Services and delivery of Goods (if such are supplied according to the Contract). The order shall be send to the contacts specified by the Service Provider in the SP of the Contract and shall be deemed properly sent and received after 24 hours from the dispatch unless otherwise is specified in the SP of the Contract.
- 1.16. **“Transfer and acceptance deed of Service result”** – means a document signed by both Parties of the Contract indicating the scope, names, prices/tariffs and etc. and certifying the properly provided Services or part of them which comply with the requirements of the Contract, Technical Specification and functional purpose, etc.
- 1.17. **“Procurement Conditions”** means the entirety of the documents produced during the Procurement procedures to be carried out by the Buyer according to which the Service Provider submitted the Tender.
- 1.18. **“Tender”** means the entirety of documents produced by the Service Provider during the Procurement procedures carried out by the Buyer for supplying Services under this Contract.

- 1.19. **“Invitation to conclude a Contract”** means a notice given to the Service Provider whereby the Service Provider is invited to sign the Contract and is informed of the period for concluding the Contract.
- 1.20. **“Invoice”** means a VAT invoice submitted to the Buyer for payment or another invoice/payment document (if the Service Provider is not a VAT taxable person) for the appropriate quality Services provided in time by the Service Provider. The date of issue of an Invoice must coincide with the date of signature of the Services Transfer and Acceptance Deed. An invoice must be submitted for payment through the e-service “E-Invoice” (in Lithuanian: “E. sąskaita”) on the website at the address www.esaskaita.eu within 5 (five) business days after the date of signature of the Service result transfer and acceptance deed or another period agreed upon by the Parties.
- 1.21. **“Invoice receipt date”** means the date on which an Invoice is submitted using the e-service “E-Invoice”.
- 1.22. **“Legislation”** means the legislation of the Republic of Lithuania and international agreements, the legislation of the European Union or individual or regulatory decrees of any third country public authorities which, regardless of their legal value and/or jurisdiction, are binding on either Party and/or have an impact for performance of this Contract and the Buyer’s internal legal acts with which the Service Provider was familiarised.
- 1.23. **“The Law”** means the Law on Procurement by Contracting Entities within the Sectors of Water Management, Energy, Transport and Postal Services of the Republic of Lithuania (updated version) applicable to the sector of utilities, or the Law on Public Procurement of the Republic of Lithuania (updated version) applicable to the classical sector.
- 1.24. **“Contract Guarantee”** – unless otherwise is indicated in the SP of the Contract, the Contract must be secured by an unconditional irrevocable guarantee issued by the Bank or surety letter issued by an insurance company in accordance with the established procedure and approved rules for the minimum amount specified in the SP of the Contract (if the Guarantee is applicable).

Dates and Time Limits

- 1.25. **“Day”** means a calendar day, unless provided otherwise in this Contract.
- 1.26. **“Business Day”** means a business day in Lithuania, unless provided otherwise in this Contract.
- 1.27. **“Year”** means a period of 365 days, unless provided otherwise in this Contract.
- 1.28. **“Date on which the Contract enters into force”** means the date of signature of the Contract or another date of which the Contract takes effect specified in the SP of the Contract.

2. CONTRACT VALIDITY, ORGANIZATION AND INTERPRETATION

2.1. This Contract is an entire and indivisible document which consists of the documents listed below. By signing the Contract the Service Provider confirms that it is properly acquainted with the terms and conditions of the Procurement, including Technical Specification, it agrees with these terms and conditions, including the conditions and requirements set out in the Technical Specification, and undertakes to duly execute them in accordance with the procedures stipulated in the Contract. For the purposes of Contract interpretation and application, the following order of priority of Contract documents is established:

- 2.1.1. the Technical Specification (including the explanations and adjustments made by the Buyer during the procurement procedures and annexes, if any);
- 2.1.2. the SP of the Contract (including annexes);
- 2.1.3. the GP of the Contract (including annexes);
- 2.1.4. the Invitation to Contract submitted by the Buyer to the Service Provider using the electronic means;
- 2.1.5. the final Tender of the Service Provider;
- 2.1.6. the negotiation minutes of the Parties drawn up in the course of the procurement procedures and the tender revised by the Service Provider (if such documents were drawn up);
- 2.1.7. explanations and adjustments of the Procurement conditions (if any);
- 2.1.8. other Procurement documents;
- 2.1.9. the initial Tender of the Service Provider;
- 2.1.10. the Service Provider’s request with evidence of qualifications.

2.2. In the case of any uncertainties, nonconformities or contradictions in Contract documentation, the rules laid down in a higher value Contract document shall always be deemed to replace the analogical rules laid down in a lower value Contract document from the date of entry into effect of the Contract.

2.3. All concepts and terms used in this Contract shall have the generic meaning or the closest special meaning to the character of the Contract unless otherwise is defined in the Contract.

2.4. This Contract is concluded, must be interpreted and applied in accordance with the laws of the Republic of Lithuania.

2.5. Unless the Contract documentation provides otherwise, the text of the Contract should be interpreted according to the following rules of interpretation:

2.5.1. words denoting a specific gender of a person mean any gender;

2.5.2. words used in the singular shall be deemed to include the plural and the ones used in the plural shall be deemed to include the singular;

2.5.3. the words "to agree", "agreed", "agreement" always mean that the respective agreement of the Parties must be formalised in writing;

2.5.4. "in writing" means all rules provided for in the documents of this Contract, as well as the paper and/or electronic documents drawn up by either Party, as well as notices given to the other Party using any means of communication specified in the Contract.

2.6. The Contract is concluded in accordance with the provisions of the Law and other legal acts. In case the BD and / or SD of the Contract does not meet the requirements set forth by the Law, the provisions of the Law shall be applied. The Parties acknowledge and confirm that the provisions of this Contract are not in conflict with the provisions of the terms and conditions of the Procurement.

2.7. If any provision of this Contract becomes or is declared fully or partially invalid, this shall not affect the validity of other provisions of the Contract.

2.8. Upon termination or expiry of the Contract, the provisions of this Contract relating to liability and settlements between the Parties hereunder, as well as all other provisions of this Contract, which remain or must remain valid after the termination of the Contract, shall survive in order to have this Contract performed in full.

3. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

3.1. Each Party shall warrant and represent to the other one that:

3.1.1. the Party is duly established and lawfully operates under the legislation requirements of its registered office country;

3.1.2. the Party has performed all legal actions necessary for the due conclusion and validity of the Contract;

3.1.3. the Party does not exceed the scope of its competence and does not violate any binding legislation, regulations, statutes, court judgments, articles of association, regulations, orders, obligations or agreements by entering into the Contract;

3.1.4. the representatives of the Party who signed this Contract are duly authorised by the Party to do so and the personal data of the Parties and/or their representatives necessary for the due conclusion of the Contract are not deemed to be confidential information;

3.1.5. the Party is not aware of any future changes in the legal environment which are likely to have an impact on the performance of the Party's obligations under the Contract;

3.1.6. the Contract is a valid, legal and binding obligation of the Party the performance of which may be enforced in accordance with the provisions of the Contract;

3.1.7. the conditions of the Contract are clear and enforceable for the Parties on the date of entry into effect of the Contract;

3.1.8. neither the conclusion of this Contract nor the performance of the obligations assumed hereunder by the Buyer or Service Provider conflicts with or violates (i) any court, arbitration, state or municipal authority decision, order, decree or instruction applicable to the Parties; (ii) any contract or any other transaction in which the respective Party is involved as a party, or (iii) the provisions of any law or any other regulatory act applicable to the Parties.

3.2. The Service Provider confirms that:

3.2.1. it is not involved in any prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania, or in any agreements that violate the principles specified in the Law;

3.2.2. it has all permits, licenses, attestations, qualification certificates, employees, organisational measures and technical tools provided for by the legislation necessary for providing the Services;

3.2.3. it has included all costs necessary for providing the Services under this Contract into the price of the Tender and assumes the risk of any Contract-related increases of Service Provider's costs and/or more complicated performance by the Service provider due to any circumstances that do not depend on the Buyer.

3.3. The Buyer represents that:

3.3.1. it has completed the procurement procedures necessary for the purpose of conclusion of this Contract;

3.3.2. it will accept quality Services provided according to the provisions of the Contract and shall pay for such Services under the procedure laid down in the SP of the Contract.

3.4. If any representation or statement of the Parties given in this Contract turns out to be false, and/or wrong, the respective Party shall be obliged to compensate any losses incurred by the other Party as a result of such a false or wrong representation or statement.

3.5. Both the GP of the Contract and the SP of the Contract are concluded in accordance with the provisions of the Law and other legislation. In the situation where the GP of the Contract and/or the SP of the Contract does (do) not comply with the requirements laid down in the Law, the norms of the Law shall be applicable. The Parties state and confirm that the provisions of this Contract are not contrary to the provisions of the Procurement conditions.

3.6. The Service Provider confirms and warrants that both at the time of conclusion of the Contract and throughout the validity term of the Contract it and its sub-providers (if applicable) are not and will not be the entities subject to international sanctions with reference to the fact that the laws of the Republic of Lithuania provide for direct prohibition to conclude contracts which execution contradicts to international sanctions implemented in the Republic of Lithuania. The Service Provider declares that throughout the validity term of the Contract it is not and will not be registered, has no branch, contracts, activity or does not plan any activity with the country which is subject to international sanctions, has no relations with any natural person or legal entity, registered, domiciled or with a branch in the country for which the international sanctions are applied and implemented. The Service Provider ensures that Services provided do not/will not originate from the territories and/or persons or companies which are subject to international sanctions. These terms are applicable through the duration of the Procurement execution and (if applicable) the validity of the Contract concluded with the Service Provider (the Service Provider with its sub-provider (s)). When entering into contracts with the sub-providers the Service Provider undertakes to stipulate the requirement to follow these provisions. The violation and/or non-observance of the requirements stated in this clause shall be deemed to be an essential breach of the Contract and entitle the Buyer to immediately terminate, without a notice, any or all contracts with the Service Provider without incurring any penalty, indemnification or payment of any compensation or refund to the Service Provider and /or to its sub-provider, to reject the Service Provider's tender, not to conclude a contract and/or terminate any or all contracts with the Service Provider without the payment of any penalties, indemnification or payment of any compensation or refund to the Service Provider and/or its sub-provider, the Buyer may also cancel any or all orders and (or) suspend in whole or in part, as well as abolish any contracts with the Service Provider.

4. OBJECT OF THE CONTRACT

4.1. The object of the Contract is the Services specified in Section 1 of the STC of the Contract and described in the Technical Specification.

4.2. On the basis of this Contract when providing the Services, the Goods the name, quantity, tariffs, quality and security requirements of which are specified in the Technical Specification and (or) Contract may be supplied as well (if it is specified in the Technical Specification). Additionally, the requirements of the legal acts, regulating standards of supply, security, quality of such Goods, and all conditions of the Contract shall be applied.

4.3. Under this Contract Services are provided exclusively for the benefit and interests of the Buyer.

5. SCOPE AND PRICE OF THE SERVICES

5.1. The scope of Services provided to the Buyer is defined in Section 2 of the SP of the Contract.

5.2. The price and tariffs of Services (if applicable) are specified in Section 2 of the SP of the Contract.

5.3. The Service Provider has included all costs and taxes, related with the provision of Services, including but not limited to VAT, in the price of Services, such as:

5.3.1. the costs related with the performance of obligations provided for in the Contract;

5.3.2. the costs of provision of tools necessary for providing Services (if applicable);

5.3.3. all costs related with the preparation, coordination and submission of the documents provided for in the Technical Specification;

5.3.4. the costs of incorporation in the Republic of Lithuania (if this is necessary to ensure the provision of Services) or the costs associated with giving effect to the right of free movement of services (the costs of the right recognition documents, obtaining approvals from the competent institutions of the Republic of Lithuania and/or from professional associations, etc.);

5.3.5. the costs of conclusion and performance of this Contract, including the costs related with Contract enforcement;

5.3.6. all direct and indirect costs related with the provision of Services and the price of any other services necessary for the provision of Services which had and could have been foreseen by the Service Provider as a

professional in its field, had it been careful enough and duly considered the circumstance that the Buyer sought the Services to be provided together with performance any necessary Related Services;

5.3.7. other costs related with the provision of Services.

5.4. VAT will be calculated and paid in accordance with the procedure laid down by the legislation applicable at the moment on which the obligation to pay VAT arises. If the VAT rate provided for in the applicable legislation of the Republic of Lithuania changes, the total price of Services provided for in the Contract (excluding VAT) shall not change, while the total price of Services shall be recalculated taking account of the changed rate of VAT. The Buyer shall bear the risk of VAT rate changes.

6. QUALITY OF SERVICES

6.1. The requirements applicable for Services, Service quality and Service Provider's staff are defined in the Contract documentation and legal acts regulating the Service quality, provision, environmental protection or (and) safety. If no specific quality, provision or safety requirements are provided for in the Contract, the Service quality must comply with the requirements raised by the legislation and the usual quality standards and conditions for this type of Services.

6.2. The term during which the Buyer has the right to address the Service Provider regarding rectification of defects in the Services and /or Services result is set out in Section 3 of the SP of the Contract and starts to be counted from the transfer of the Services or part thereof to the Buyer, i.e. from the date of signing the transfer – acceptance deed of the Services. If the term mentioned is not determined, the Buyer's right to claim within the reasonable term from the moment of Service acceptance regarding any concealed defects in the Service result that the Buyer could not identify at the time of Service acceptance, is not limited.

6.3. The Service Provider guarantees that at the moment of signature of the transfer and acceptance deed of the Service result the Services will comply with the requirements set in the Contract, they will be delivered with good quality, without errors which would destroy or reduce the value of Services or make their result unsuitable or less suitable for common use. If any defects of Service result are noticed before the Service transfer or (and) at the time of the transfer-acceptance of Services, the Buyer has the right not to accept Services. The defects noticed are recorded in the transfer-acceptance deed of the Service result by indicating the motives for a decision made. The defects of Services shall be rectified at the expense of the Service Provider within the terms specified in the SP of the Contract.

6.4. If defects of the Service result are noticed after the signature of the transfer - acceptance deed of the Service result, but not later than within the term specified in the Contract, the Buyer shall inform the Service Provider thereof in writing.

6.5. The Service Provider must rectify all defects which were caused not by the fault of the Buyer/ third parties (except the subproviders hired by the Buyer)/by *force majeure* circumstances within the term specified in part 3 of the SP of the Contract. The Supplier shall be presumed to be materially liable for all defects of the Services which are identified during their transfer and acceptance and/or within the period, during which the Buyer is entitled to address the Service Provider for the rectification of the defects of Services and (or) Service result unless it proves that the defects have emerged not due to the fault of the Service Provider or the negligent performance of its contractual obligations.

6.6. Should the Service Provider fail to rectify the identified Service quality defects within the period set in Section 3 of the SP of the Contract, at the Buyer's request the Service Provider shall pay penalties (default interest and/or fine) in the amount set in Section 3 of the SP of the Contract and shall cover the direct losses incurred by the Buyer as a result to the extent they are not covered by the penalties. If the Buyer makes a claim for suffered losses, the penalties shall be included in the amount of the losses.

6.7. Should the Service Provider fail to rectify the identified Service defects within the period set in Section 3 of the SP of the Contract, the Buyer shall be entitled to rectify the defects on its own efforts or using third parties; in such a case the Service Provider shall pay the defect rectification costs incurred by the Buyer and, at the Buyer's request, shall pay a fine in the amount of 20 (twenty) percent of the value of the defective Services to the Buyer.

6.8. If the Service Provider does not acknowledge the defects, either Party may seek an independent expert examination. If the Service Provider does not respond / use an independent (agreed with Buyer) expert for more than 10 (ten) calendar days after the Buyer's referral or if the dispute lasted more than 30 (thirty) calendar days from the Buyer's first referral, the Buyer shall be entitled to independently apply for an examination. In this case, the costs of the examination shall be covered by: the Buyer – if the Services meet the requirements specified in the Contract, the Supplier – if the Services do not meet the requirements of the Contract.

6.9. When providing Services, the Service Provider shall ensure the compliance with work safety, fire safety, environment protection and other requirements laid down in the legislation applicable for the Service provision (if applicable).

6.10. If the terms and conditions of the Procurement raise qualification requirements for the Service Provider's staff, the Service Provider must ensure the equivalent qualification of the Service Provider and (or) of its staff throughout the Contract validity period.

6.11. When performing the Contract the Service Provider may not change the economic entity specified in its tender and whose capacities it relies on in order to meet the qualification requirements indicated in the terms and conditions of the Procurement and (or) the specialist (if applicable) without a written consent of the Buyer. The entity and (or) the specialist (if applicable) to be replaced must have a qualification not lower than that specified in the tender of the Service Provider. The entity and (or) the specialist (if applicable) of the Service Provider may be replaced only in the following cases: (i) the bankruptcy and restructuring proceedings are being started for the economic entity of the Service Provider, (ii) when the economic entity and (or) the specialist (if applicable) of the Service Provider refuse(s) to execute its contractual obligations, (iii) when the specialist (if applicable) of the Service Provider is not able to execute its contractual obligations because of the illness or the termination or expiry of employment agreement, (iv) when during the Contract performance the Buyer requests to replace the economic entity and (or) the specialist who is incompetent and negligent in performing its duties, will be unable to comply with the terms and conditions of the Contract.

6.12. At the request of the Buyer, the Service Provider must, within a period set by the Buyer, furnish sufficient proof that it has all permits, attestations, licenses and/or other documents necessary for the performance of Services in the Republic of Lithuania and/or other documents that meet the legislation requirements, Service Provider's procedures, descriptions and other documentation specified as mandatory by the terms and conditions of the Procurement.

6.13. During the performance of the Contract, the Service Provider shall have the right to change the model or (and) manufacturer of the Goods (if they are supplied according to the Contract) only with the written consent of the Buyer. In order to replace the Product, the Service Provider shall submit to the Buyer a reasoned request with evidence that the new Goods being replaced fully meet the requirements of the Technical Specification and the Contract, shall not be of inferior but of equal or better quality; the tariffs of Goods, delivery terms and other contractual conditions shall not be changed (the Supplier shall have the right to reduce the tariffs of Goods). Additionally the Supplier shall submit the documents of the Goods being replaced and indicate the circumstances that led to the need to change the model or manufacturer of the Goods.

6.14. The Parties agree that no separate agreement (in case of manufacturer / model change) for the modification of Contract will be signed. The Service Provider's request and written consent of the Buyer shall be considered equivalent documents. All the documents provided by the Service Provider and the Buyer's consent shall be considered an integral part of the Contract.

6.15. Failure to comply with the provisions of this Section shall be considered as an essential breach of the Contract.

7. RIGHTS AND OBLIGATIONS OF THE PARTIES

7.1. The Buyer undertakes:

7.1.1. duly perform the Contract in good faith;

7.1.2. during performance of the Contract cooperate with the Service Provider by providing any information that is reasonable required for performance of the Contract which became necessary during performance of the Contract;

7.1.3. when the Service Provider duly fulfils its contractual obligations, accept the supplied Services if they meet the requirements for Services laid down in the Contract;

7.1.4. pay the price and/or the tariffs (if any) specified in Section 2 of the SP to the Service Provider for the Services duly provided under the procedure and within the periods defined in the Contract;

7.1.5. provide the required authorisations to the Service Provider to act on behalf of the Buyer (if such authorisations are necessary);

7.1.6. properly fulfil other obligations provided herein and in the applicable legislation of the Republic of Lithuania.

7.2. The Buyer shall have the right:

7.2.1. to carry out any inspections which it deems to be necessary without a special notification if it is suspected that the Service Provider will be unable to provide Services in time or if the quality of the Services is poor, they are provided in an unprofessional manner, violating the requirements;

7.2.2. in the course of provision of Services, to request replacing an employee of the Service Provider or a person who performs Service provider's duties, by submitting a reasoned application in writing, if it believes that this person is not diligent or does not perform its duties in a due manner;

7.2.3. to make comments related with the Services provided by the Service Provider and their quality which have to be taken into account by the Service Provider;

7.2.4. not to settle VAT invoices if the Service Provider submits them not by the means of information system "E-invoice".

7.3. The Service Provider undertakes:

7.3.1. duly and fairly perform the Contract, cooperate with the Buyer, immediately provide reasonably necessary information for the proper performance of the Contract;

7.3.2. provide Services, transfer the results of Services and rectify the identified defects within the period set in the SP of the Contract (if the Contract provides for Service provision stages, shall perform that within the periods set for the respective stages);

7.3.3. provide Services in a profession manner, ensure their quality and compliance with the requirements laid down in the Contract and its annexes;

7.3.4. bear the risk of loss or damage of Goods supplied along with Services by the moment of signature of the Service Result Transfer and Acceptance deed;

7.3.5. produce all documents provided for in the Technical Specification and advise the Buyer on other issues related with the Service Provider's contractual obligations;

7.3.6. ensure that Services are provided to the Buyer by persons who have the necessary qualification and experience in line with the requirements laid down in Section 3 of the SP of the Contract;

7.3.7. inform the Buyer without delay of any circumstances which hinder or may hinder the provision of Services by the Service Provider within the periods and under the procedure laid down in the Contract;

7.3.8. ensure the compliance with work safety, fire safety, environment protection and other requirements laid down in the legislation applicable for Service provision (if applicable);

7.3.9. take account of any observations made and of any additional information given by the Buyer in the course of performance of the Contract (if any);

7.3.10. at its own cost, indemnify and hold the Buyer harmless against any claims or losses caused by the Service Provider's actions or negligence in the course of performance of the Contract and to compensate any damage or losses caused to third parties, including the ones resulting from a violation of any legislation, unlawful use of patents, trademarks, other intellectual property objects or violation of rights any persons;

7.3.11. ensure the confidentiality and protection of information received from the Buyer during the performance of the Contract and related thereto; upon the expiry of the Service provision period, return all documents necessary for performance of the Contract received from the Buyer at the Buyer's request submitted in writing;

7.3.12. comply with the provisions of the Civil Code of the Republic of Lithuania and other applicable legislation of the Republic of Lithuania related with performance of contractual obligations of the Service Provider and to ensure that the Service Provider's specialists, employees and representatives comply with such legislation. The Service Provider guarantees compensation of losses to the Buyer and/or third parties in the case where the Service Provider or its specialists, employees or representatives fail to comply with the requirements of the legislation applicable in the Republic of Lithuania and this leads to any claims of action against the Buyer and/or third parties.

7.3.13. properly fulfil other obligations provided for in the Contract and in the applicable legislation of the Republic of Lithuania.

7.4. The Service Provider has the right:

7.4.1. to receive the full payment for the Services provided to the Buyer in a timely, proper and quality manner in the amount specified in the Contract;

7.4.2. to ask the Buyer for information or documents as regards due performance of the Contract that become necessary in the course of performance of the Contract;

7.4.3. to require the Buyer to accept the supplied Services that comply with the requirements of the Procurement terms and conditions, Contract and legislation applicable for Service provision, and to sign a transfer and acceptance deed;

7.4.4. to require the Buyer to perform other contractual obligations in a due and timely manner.

7.5. Other obligations, rights and duties of the Buyer and of the Service Provider (if any) are defined in the applicable legislation of the Republic of Lithuania and in the SP of the Contract.

8. PAYMENTS, PECUNIARY OBLIGATIONS AND SUSPENSIONS

8.1. The Buyer shall pay the Service Provider for the actually provided and accepted Services after the signature of the Service Result Transfer and Acceptance Deed under a VAT Invoice issued by the Service Provider on the basis of the deed within the period set in Section 6 of the SP of the Contract.

8.2. All payments under this Contract shall be made in euros, unless provided otherwise in Section 6 of the SP of the Contract.

8.3. While issuing a VAT invoice or another required type of bill and the transfer and acceptance deed of the Service result, the Service Provider shall indicate the date and number of the Contract and shall clearly detail the specific Service provided (in the VAT invoice, in the billing statement or in the Service Result Transfer and Acceptance Deed). The number of the investment project may also be indicated, if this is required under other provisions of this Contract.

8.4. The Parties agree to apply the following procedure for making set-offs in Buyer's payments:

8.4.1. first in line payments shall be imputed to Service Provider's claims related to the performance of payment obligations for the Services provided hereunder;

8.4.2. second in line payments shall be imputed to Service Provider's claims related to payment of penalties or compensation of losses hereunder;

8.4.3. third in line payments shall be imputed to other amounts due by the Buyer to the Service Provider (if any).

8.5. For international payments hereunder SHA settlement system shall be applicable (the paying Party shall pay the bank charges for a cross-border payment, and the charges of foreign banks shall be covered by the Party accepting the payment).

8.6. The Buyer shall be entitled to suspend the payment to the Service Provider if the Service Provider fails to perform or is in breach of its obligations provided for in the Contract or in the legislation until these obligations are duly performed.

8.7. If penalties payable by the Service Provider have accrued under this Contract, the amount to be paid by the Buyer for the Services shall be reduced in the amount of the accrued penalties. Besides, the Buyer shall have the right to deduct the accrued penalties from any payments made to the Service Provider in accordance with the procedure laid down by the legislation, by giving written notice about the set-off made in respect of the penalties.

8.8. The Service Provider will have to submit Invoices through the e-service "E-Invoice" (in Lithuanian: "E. sąskaita") (the website on which the e-service is provided can be reached at the address www.esaskaita.eu) in accordance with the procedure laid down by the Law and other legal acts.

9. RELIANCE ON THE CAPACITIES OF OTHER ENTITIES

9.1. Subproviders may provide only those Services which the Service Provider planned to assign to Subproviders in the Tender and which are specified in the SP of the Contract.

9.2. If the SP of the Contract does not specify the Services for which the Service Provider plans to engage Subproviders, the Service Provider is prohibited from using Subproviders for performance of the Contract.

9.3. The Services specified in the Tender by the Service Provider as assignable to Subproviders may only be provided by the Subproviders specified while submitting the Tender, by the Subproviders notified to the Buyer by the Service Provider before the start of performance of the Contract, and by the Subproviders engaged for the provision of Services by the Service Provider during the validity of the Contract.

9.4. A replacement of a Subprovider is possible only in respect of the Services that the Service Provider intended to assign to Subproviders which are specified in the SP of the Contract.

9.5. Subproviders may be replaced or new Subproviders may be engaged only after the Service Provider submits to the Buyer a request concerning the replacement of the Subprovider specified in the Contract or concerning the engagement of a new Subprovider as well as documents evidencing that the respective Subprovider meets the qualification requirements laid down in the conditions of Procurement (if any) and after it obtains a written consent of the Buyer concerning the replacement of the selected Subprovider or the engagement of a new Subprovider. A copy of the written notice about the fact of replacement and the intended date thereof given to the Subprovider specified in the Contract must also be enclosed to the documents by the Service Provider. For the avoidance of doubt, the Parties agree that once all conditions set forth in this Clause are met, no separate agreement amending this Contract will be concluded, and the documents specified in this Clause produced by either Party to the other one shall be deemed to be an integral part of the Contract.

9.6. Where the Service Provider's intended Subprovider does not meet the qualification requirements for Subproviders laid down in the conditions of Procurement, the Service Provider undertakes to replace the Subprovider that does not meet the qualification requirements with another one within 5 (five) business days from receipt of the Buyer's notice of Subprovider's failure to meet the qualification requirements.

9.7. The Service Provider must ensure that Subproviders providing Services and performing the Contract have the required qualification and experience necessary for the due performance of the Contract both at the conclusion of the Contract and throughout the period of its validity. The Service Provider shall be responsible for the quality of Services provided by Subproviders and their compliance with work safety requirements.

9.8. If the Service Provider replaces the existing or engages (hires, employs, authorises performing works under the Contract, etc.) a new Subprovider without the consent of the Buyer issued in writing in accordance with Clause 9.5 of the GP of the Contract, or Services under the Contract are provided by Subproviders with

qualification that does not meet the qualification requirements laid down for Services of such a nature in the legislation, it is considered as an essential breach of the Contract.

9.9. In the case of necessity to replace the partners specified in the joint venture agreement with different ones (if the Services are provided under a joint activity contract), all following conditions must be met:

9.9.1. the Service Provider shall supply the Buyer with the following documents:

9.9.1.1. a request of the remaining joint activity partner concerning the replacement of its joint activity partner;

9.9.1.2. a request of the withdrawing joint activity partner to withdraw from the partners of joint venture agreement and to assign all obligations under the joint venture agreement to the new/remaining joint activity partner;

9.9.1.3. the consent given by the new/remaining joint activity partner in writing to replace the withdrawing joint activity partner and to assume all obligations of the withdrawing joint activity partner under the joint venture agreement and the documents supporting the qualification of the new/remaining joint activity partner (if applicable).

9.9.2. the Service Provider obtains the Buyer's written consent to replace joint activity partners;

9.9.3. The Service Provider shall supply the Buyer with a copy of the new joint venture agreement or of the existing joint venture agreement amendment in which the obligations of the remaining joint activity partner will remain the same as in the former joint venture agreement, while the new joint activity partner will overtake all obligations of the withdrawing partner under the former joint venture agreement.

9.10. The Service Provider shall not be entitled to engage any employees of the Buyer for performance of this Contract (to conclude an employment contract, a contract for works, etc.).

9.11. Where the terms and conditions of the Procurement provide for the option of direct settlement of accounts between the Buyer and the Subproviders, and the Subprovider expresses the intention to take advantage of the direct settlement option, the Buyer, the Service Provider and the Subprovider shall enter into a trilateral agreement in accordance with the provisions of the Law.

9.12. If the Service Provider relies on the capacities of other entities taking account of the requirements of economic and financial capacity specified in the procurement documents, the Service Provider and the entities the capacities of which are relied upon shall be jointly and severally liable for performance of the Contract, unless otherwise specified in the SP of the Contract.

9.13. In order to change the entity and/or specialist (if applicable), the Service Provider must inform the Buyer in writing at least 3 (three) business days in advance and obtain the written consent of the Buyer. The Service Provider must produce the documents of the entity and/or specialist supporting the absence of grounds for the elimination of the entity or the specialist and its/his/her compliance with the qualification requirements (if applicable). If the entity and/or the specialist (if applicable) does not meet the requirements of the absence of grounds and qualification, the Buyer shall require to replace the entity and/or the specialist (if applicable) with the ones that meet the requirements. For the avoidance of doubt, the Parties agree that once all conditions set forth in this Clause are met, no separate agreement amending this Contract will be concluded, and the documents specified in this Clause produced by either Party to the other one shall be deemed to be an integral part of the Contract.

9.14. The Service Provider, wishing to engage subproviders which are not entities, shall, from the day of entry into effect of the Contract, but no later than by the start of performance of the Contract, inform the Buyer of the names of the known subproviders, their contact details and their representatives. The Buyer also requires the Service Provider to inform it about changes in this information throughout the execution of the Contract, as well as about any new subproviders, which it intends to use later. Subproviders may not participate in the performance of the Contract without prior notice to the Buyer. Subproviders may only be used for those parts of the Contract for which the Service Provider intends to use subproviders in its tender, unless the Service Provider justifies the use of a subprovider for the unforeseen part of the Contract in order to ensure the proper performance of the Contract.

9.15. The Service Provider shall have the right to replace the specialist indicated in the Service Provider's tender and to whom the qualification requirements set out in the Procurement documents have been raised only in the following cases: (i) the Service Provider submits to the Buyer a reasoned written request to replace the specialist not later than 10 (ten) calendar days before the desired replacement date (the deadline for submitting the request may be shorter only in case of illness or death of the specialist); (ii) in the request, the Service Provider shall designate another specialist offered instead of the specialist specified in the tender at the time of the Procurement; (iii) along with the request, the Service Provider shall submit all documents proving the compliance of the new specialist with the qualification of the personnel indicated in the Procurement documents; (iv) The Service Provider shall receive the written consent of the Buyer to replace the specialist with a new specialist designated by the Supplier. The Buyer undertakes to provide an answer no later than within 10 (ten) calendar days from the receipt of the documents referred to in this Clause from the Service Provider. In order to avoid any doubts, the Parties agree that after the fulfilment of all conditions indicated in this Clause a separate agreement regarding the amendment of the Contract shall not be concluded, and the documents referred to in this Clause and submitted by the Parties to each other shall be deemed as an integral part of the Contract.

9.16. A failure to comply with the provisions of this Section shall be deemed to be a material breach of the Contract.

10. TERMS OF SERVICE PROVISION, THE PROCEDURE FOR THE TRANSFER AND ACCEPTANCE OF THE SERVICE RESULT

10.1. The terms for provision of Services are specified in Section 5 of the SP of the Contract.

10.2. The Services are provided according to the separate orders of the Buyer submitted to the Service Provider, unless otherwise is specified in the Contract documents.

10.3. Upon the completion of the obligations provided for in the Contract, the Service Provider must address the Buyer in writing concerning the signature of a transfer and acceptance deed of the Service result.

10.4. The transfer and acceptance deed of the Service result must be drawn up in two copies having the same legal effect signed by authorised representatives of the Parties. The title to the Service result shall pass to the Buyer from the date of signature of the transfer and acceptance deed of the Service result.

10.5. If the quality of the Services meets the requirements laid down in the Contract, the Buyer shall sign the transfer and acceptance deed of the Service result within the term indicated in Section 5 of the SP of the Contract from the Service Provider's written request concerning the signature of the transfer and acceptance deed of the Service result. If at the time of transfer-acceptance of the Services or the Service result it is determined that the Services were provided improperly or the Service result does not comply with the requirements set out in the Contract, the Buyer shall have the right to refuse sign the transfer and acceptance deed of the Service result, by specifying the reasons for such decision in writing (if possible, indicating the means which have to be taken by the Service Provider so that the quality of the Services would comply with the requirements of the Contract and the transfer and acceptance deed of the Services would be signed).

10.6. During the transfer and acceptance of the Service result the Service Provider shall transfer all data and documents specified in Section 5 of the SP of the Contract (if applicable) into the Buyer's ownership. As long as the Buyer is not given the documents and (or) other information (if applicable) provided for in the Procurement documents, the Service Provider's contractual obligations shall not be deemed fulfilled and the Service result shall not be deemed transferred.

10.7. Should the Service Provider fail to provide the Services within the contractual terms for reasons that do not depend on the Buyer, the Service Provider shall pay penalties (default interest/fine) at the Buyer's request in the amount set in Section 5 of the SP of the Contract and shall cover the direct losses incurred by the Buyer as a result to the extent they are not covered by the penalties (default interest/fines). If the Buyer makes a claim for suffered losses, the default interest/fine shall be included in the amount of the losses.

10.8. The terms of provision of the Services may be modified by written agreement of the Parties if: (1) the Buyer fails to perform or improperly performs its obligations under the Contract and therefore the Service Provider cannot provide the Services; (2) the additional instructions and/or information provided by the Buyer to the Service Provider affect the Service Provider's provision terms; (3) any other obstacles formed by the Buyer and (or) by the third persons employed by the Buyer impede the provision of the Services on time; or (4) the actions of state or municipal authorities impede the provision of the Services on time; (5) when executing the Contract, unexpected circumstances turn out at the time of signing this Contract (unexpected change of the Order provided by the Buyer, acts or omissions of third parties attributable to the Buyer, pre-litigation or judicial disputes, change in the legal provisions relating to the performance of the Contract, the Buyer becomes aware of new circumstances requiring a revision of the Order's quantity or delivery terms and etc.).

10.9. The Parties undertake to give written notice to each other of the emergence of the circumstances specified in Clause **Error! Reference source not found.** of the GP of the Contract without delay. In such a case the Service provision periods may be extended for no longer than the circumstances specified in Clause 10.8 of the GP of the Contract continue.

10.10. The risk of damage to the Goods related to the Services during the unloading as well as the risk of accidental loss or damage of the Goods to the place of delivery of the Goods is borne by the Service Provider. The risk of damage to the Goods during the unloading and (or) performing the Related Works (if they are performed by the Service Provider or third parties related to it) is borne by the Service Provider, unless otherwise is specified in the SP of the Contract.

11. USE, SUPPLY OR WORK

11.1. If, in the course of provision of Services, the Service Provider is obliged to take certain objects of the Buyer and, after the provision of Services, to return them to the Buyer or, if the Buyer supplies the Service Provider with any movable objects owned by the Buyer for the purpose of provision of Services, without prejudice to other provisions of the Contract, the following rules shall apply:

11.1.1. the Buyer shall transfer such objects to the Service Provider EXW (INCOTERMS 2010) at the place specified in writing;

11.1.2. the Service Provider shall return the transferred objects to the Buyer DDP (INCOTERMS 2010) within the deadline set in the Contract or otherwise in writing to the point of delivery specified in writing;

11.1.3. such a transfer of Buyer's objects shall not grant any possession rights in respect of these objects to the Service Provider except those that are necessary for performance of the Service Provider's obligations under this Contract.

11.2. If the documents of the Contract provide that the Service Provider is obliged to supply the Buyer with certain Goods and/or to perform certain works for the benefit of the Buyer in the course of provision of the Services, all provisions of the Contract setting the procedure for the provision of Services shall be *mutatis mutandis* applicable for such supply of Goods or performance of works (including the periods and procedure for giving notices concerning quality).

11.3. Without prejudice to the provisions of Clause 11.2 the GP of the Contract, the supply of Goods under this Contract shall be also governed by the following special rules:

11.3.1. all Goods supplied to the Buyer must be delivered DDP (INCOTERMS 2010), including any costs of unloading and related works (installation of Goods, their launching, testing, calibration, programming, assembly and other works and services provided for in the SP of the Contract and/or without which the Buyer would not be able to use the Goods for their direct purpose, and for this reason the Service Provider as a professional in its field must have foreseen them and included in the Tender). The address for delivery of Goods is specified in Section 5 of the SP of the Contract;

11.3.2. if Goods are transferred to the Buyer for the direct use rather than for being used up in order to reach the Service provision result, the procedures for their transfer and for submission of claims regarding defects caused during the carriage of Goods laid down in the Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR) shall apply.

11.4. Without prejudice of the provisions of Clause 11.2 of the GP of the Contract, the following rules shall apply for performance of works under this Contract:

11.4.1. The Service Provider shall perform construction exploration, design, construction contract works in accordance with the requirements of the applicable legislation and (or, if applicable) in accordance with the requirements of the design task submitted by the Buyer, technical project and (or, if applicable) in accordance with the instructions of the project manager, technical supervisor or engineer nominated by the Buyer.

11.4.2. If works of another nature are carried out under this Contract, the provisions of the Civil Code of the Republic of Lithuania governing the procedure for performing such works shall also be applicable for the procedure of their performance.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. All results and all rights related therewith acquired during the performance of the Contract, including the intellectual property rights, except personal non-property rights to the results of intellectual activities, are the property of the Buyer which passes to the Buyer without any restrictions from the moment of transfer of Service results, and which may be used, published, assigned or transferred to third parties by the Buyer without a separate consent of the Service Provider, unless otherwise is specified in the SP of the Contract or intellectual property rights cannot be transferred to the Buyer's ownership for the nature of the Services and (or) for the exceptional rights, patents of the Service Provider.

12.2. Any documents related to the Contract (except the very Contract) belong to the Buyer and, upon the discharge of the Service Provider's obligations, shall be returned to the Buyer at the Buyer's request (including all copies thereof).

12.3. The text of this Contract, except the documents drawn unilaterally by the Service Provider and the data identifying the Service Provider, is a copyright work of the Buyer. The procedures of conclusion and performance of this Contract are the good practice of the Buyer. The Service Provider is only granted the non-exclusive fixed-term right to use the text of the Contract for the purposes of performance of this Contract only. The Service Provider shall only be permitted to use the text of this Contract and/or the know-how acquired in the course of application of Contract conclusion and performance procedures by the Buyer in its activity if it has obtained the advance written consent of the Buyer.

12.4. The Service Provider guarantees compensation of losses and/or damage to the Buyer (including litigation costs) relating to any claims arising from a violation or a suspected violation of intellectual property rights (including defence in the case of a suspected violation) except the cases where such a violation (or suspected violation) results from the Buyer's fault.

12.5. The Service Provider shall inform the Buyer of any initiated actions or any other claims concerning any actual or suspected Contract-related intellectual property right infringement without delay.

12.6. The Buyer is entitled to use the copyright objects developed in the course of provision of Services for the purposes of its activities and for other purposes.

12.7. The Buyer is entitled to use the copyright objects developed on the basis of the Contract both in Lithuania and abroad without any additional payments. Economic rights of the author to copyright objects developed by the Service Provider in the course of performance of the Contract shall be transferred to the Buyer for the whole period of validity of economic rights of the author as provided for in the legislation.

12.8. If in the course of provision of Services the Service Provider uses any works of other authors for the development of copyright objects/ in the course of provision of Services the Service Provider uses third parties for the development of copyright objects, the Service Provider shall be fully liable both to the Buyer and to such persons for the lawfulness of the use of their works and other materials intended for the development (creation) of the copyright objects that are intended to be created in the course of provision of the Services. The Service Provider shall assume the liability for claims or actions arising from the relationship with authors and other third parties concerning copyright infringements, related to copyright objects transferred to the Buyer in the course of provision of the Services and undertakes to compensate the losses incurred by the Buyer as a result.

12.9. Without the advance written consent of the Buyer the Service Provider is not entitled to transfer any copyright objects developed under the Contract (including their working versions) or to assign or disclose them to third parties in any way, or to disseminate/demonstrate such objects (or their components) in any way and/or exercise the economic rights of the author provided for in the legislation to the copyright objects developed on the basis of the Contract (including their working versions) in any way.

13. CONFIDENTIAL INFORMATION

13.1. The Buyer shall publicise the Contract in accordance with Article 94(9) of the Law on Procurement. The Parties agree not to disclose any confidential information to a third party without the advance written consent of the disclosing Party, as well as not to use any confidential information for personal or third party needs, except the cases where such information must be disclosed to a legal, financial or other specialist/advisor or to the lender.

13.2. All information provided by the Buyer to the Service Provider shall be deemed to be confidential, unless the Buyer confirms in writing that certain information is not confidential.

13.3. In addition, confidential information shall include:

13.3.1. any information obtained in the course of performance of this Contract in an electronic form, in writing or in any other way;

13.3.2. the data, personal data, electronic data, archived information and other information prepared by the employees of the Party.

13.4. A person to whom a Party discloses confidential information, must assume confidentiality obligations in accordance with the provisions of this Article, and to use such information for the purpose for which it was provided only. The provisions of this Article shall not be applicable to information which is or becomes publicly available, or is disclosed (or must be disclosed) under the legislation requirements. In addition, confidential information shall not include the supply and use instructions relating to the Goods supplied along with the Services and other information of a similar nature. The Party in breach of the obligation to protect and not to disclose confidential information provided hereunder must compensate the losses caused to the other Party by the breach of the Contract and take all reasonable steps to remedy the consequences of the disclosure.

13.5. The Parties know, agree and undertake not to disclose, proclaim or transfer any confidential information to third parties, to use this information only for the purpose to perform the Contract, and to return confidential information to the other Party or destroy the supplied information upon the expiry or termination of the Contract.

13.6. The Party in breach of the confidentiality undertaking provided for in this Contract, at the request of the other Party, shall pay a fine in the amount of EUR 3,000.00 (excluding the value added tax) and shall compensate all direct and indirect losses incurred by the other Party to the extent not covered by this fine.

13.7. The Buyer may use all information received in the course of performance of the Contract for the purposes of its company and/or of a company directly or indirectly controlled by the Buyer and/or the purposes of any activities of a company directly or indirectly controlled by the Buyer, and this will not be deemed to be a breach.

13.8. If the SP of the Contract so provides, the Service Provider shall have to sign a separate confidentiality agreement which may contain different provisions governing confidential information.

14. LIABILITY OF THE PARTIES, *FORCE MAJEURE* CIRCUMSTANCES

14.1. The Parties declare that the penalties provided for in this Contract are considered equitable and reasonable and agree that they will not be reduced, regardless of whether or not a part of the obligation is

fulfilled. In addition, the Parties acknowledge that the amount of the penalties shall be treated as liquidated damages of the affected Party which the other Party must compensate to the affected Party for breach of (incompliance with) the Contract, without requiring to prove the amount of the damages.

14.2. The Parties shall be liable for a failure to perform or improper performance of their contractual obligations in accordance with the procedure laid down in this Contract and in the legislation. Compensation of losses and payment of penalties shall not release the Party from the duty to perform the provisions of the Contract.

14.3. If the Buyer makes a claim for suffered losses, the penalties shall be included in the amount of the losses. The penalties shall be applicable in respect of the amounts specified in the Contract excluding VAT.

14.4. The Parties must pay any penalties due hereunder within 10 (ten) calendar days after the date of receipt of an invoice or another document issued to them whereby the payment request is submitted. The obligatory indemnified damages of the Party under this Contract must be paid within 10 (ten) days from the date of receipt of the written claim.

14.5. If the Party fails to fulfil or is in breach of its obligations hereunder, it is in breach of the Contract. If the Party is in breach of the Contract, the other Party shall have the right to exercise any legitimate remedies, including without limitation:

14.5.1. to claim to fulfil the contractual obligations properly;

14.5.2. to claim for losses;

14.5.3. to invoke the Contract performance security, if this was a requirement provided in the terms of Procurement;

14.5.4. to claim penalties provided for in the SP of the Contract and for compensation of losses;

14.5.5. to terminate the Contract for the essential breach of the Contract.

14.6. If there are no grounds for suspending a payment, the Buyer that has failed to pay the Supplier for the Goods within the period set in Section 6 of the SP of the Contract, shall pay default interest at the rate of 0.05 percent of the outstanding amount for each overdue day at the Supplier's request. A breach of the contractual obligations of the Service Provider shall be deemed to be a basis for suspension.

14.7. The Party shall be released from liability for failure to fulfil the Contract if it proves that the failure to perform the Contract was caused by force majeure, i. e., circumstances beyond its control that could not have been reasonably expected by the Party at the time of the conclusion of the Contract, and the arising of such circumstances or consequences thereof could not be prevented. The Parties shall understand the circumstances of force majeure as defined in Article 6.212 of the Civil Code of the Republic of Lithuania and in Rules of Liability for Force Majeure approved on 15 July 1996 by Resolution No. 840 of the Government of the Republic of Lithuania insofar as they are in compliance with the Civil Code of the Republic of Lithuania. Force majeure shall not include such circumstances as a lack of the necessary financial resources on the part of the Party, or violation of their own obligations committed by the contractors of the Party.

14.8. The Party unable to perform the Contract due to the force majeure circumstances shall be obliged to notify the other Party in writing about it no later than within 3 (three) days of the occurrence of such circumstances, and provide evidence that it has taken all reasonable measures of precaution and applied all efforts in order to reduce the expenses or negative consequences, as well as notify of the possible time period for the fulfilment of the obligations. The notice shall be also required upon the expiry of the grounds for the non-performance of obligations. Upon request of the Consignee, the Consignor seeking to provide evidence of the force majeure circumstances must present the statement issued in accordance with Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 "On the Approval of the Procedure of the Issue of Certificates Testifying the Presence of Force Majeure Circumstances" or respective legal acts amending this Resolution.

14.9. The grounds for releasing the Party from liability shall arise from the moment of occurrence of the force majeure circumstances or, if the notification was not submitted in due time, from the moment of submission of the notification. If the Party fails to send a notification in due time or fails to provide information regarding the force majeure circumstances, due to which it is unable to perform its contractual obligations assumed, it shall be obliged to compensate the other Party for the damages which the latter incurred as a result of failure to provide a timely notification or as a result of failure to notify.

14.10. In the presence of the force majeure circumstances, the Parties shall be exempted from liability for the non-performance of the contractual obligations, misfeasance or nonfeasance thereof, and the term for performance of the obligations shall be extended. Where the circumstance preventing performance of the contract is temporary, the Party shall be released from liability for a period considering the effect of the circumstance on the performance of the contract. Where force majeure circumstances persist for more than 6 (six) months, either of the Parties shall have the right to unilaterally terminate the Contract by a notice the other Party to that effect sent 30 (thirty) calendar days in advance. Upon termination of the Contract on this ground, the Parties shall be obliged no later than within 30 (thirty) calendar days of the date of termination of the Contract to settle accounts with each other and discharge other obligations provided for in the Contract.

15. CONTRACT PERFORMANCE SECURITY

15.1. The provisions of this Section shall be applicable in the case where it is provided in the SP of the Contract that the Service Provider is obliged to submit a Contract Guaranty in order to secure due performance of the Contract.

15.2. The Service Provider shall submit a Contract Guaranty covering the amount specified in the SP of the Contract which has to be valid throughout the whole period of validity of the Contract no later than within 5 (five) business days from the date of signing the Contract. In case the validity of the Contract Guaranty may expire during the period of validity of the Contract, the Service Provider must produce a new Contract Guaranty to the Buyer or to extend the existing one for the remaining validity period of the Contract at least 5 (five) business days by its expiration. In all cases, the Contract Guaranty must be continuously valid throughout the whole validity period of the Contract.

15.3. The Service Provider's failure to produce a new Contract Guaranty or to extend the existing one for the period specified in Clause 15.2 of the GP of the Contract at least 2 (two) business days by the expiry of the Contract Guaranty shall be deemed to be an essential breach of the Contract. In this case the Buyer reserves the right to use a valid Contract Guaranty.

15.4. Unless the SP of the Contract provides otherwise, the Contract Guaranty must be issued in the currency used by the Parties for their mutual settlements.

15.5. The Contract Guaranty should specify that the issuer of the Contract Guaranty unconditionally and irrevocably assumes the obligation to pay the Buyer an amount not exceeding the one specified in the Contract Guaranty within 7 (seven) business days from the first written notice by the Buyer to the issuer of the Contract Guaranty about a violation of the contractual obligations by the Service Provider, their full or partial non-execution or inappropriate execution. The issuer of the Contract Guaranty shall not be entitled to require the Buyer to support its claim. In its notice to the issuer of the Contract Guaranty, the Buyer shall specify that it is entitled to the amount of the Contract Guaranty as a result of a full or partial non-execution of Contract conditions or another breach of the Contract by the Service Provider. The Buyer does not assume the obligation to prove the actual losses and, by signing this Contract and producing the Contract Guaranty, the Service Provider confirms that the Contract Guaranty amount is to be considered as liquidated damages of the Buyer that need not to be proved.

15.6. If the Service Provider violates the obligations under the Contract and its annexes, or fails to fulfil (or improperly performs) the obligations, in part or in the whole, the Buyer shall use the Contract performance security. In order to continue to fulfil the obligations of the Contract, the Service Provider shall, within 5 (five) business days, provide the Buyer with a new Contract Guaranty of the amount specified in the SP of the Contract. Subsequent modifications or additions to the Contract or other documents relating thereto shall not affect the performance or scope of the guarantor's obligations. The Contract Guaranty shall not specify that the amount of the Contract performance security to be paid shall depend on the amount of the Buyer's losses, direct or indirect damages, forms of the Service Provider's fault, other objective or subjective circumstances, it also shall not specify that the amount of the security decreases in proportion to the amount of works / Goods delivered by the Service Provider. If at least one of the following conditions is met – the Service Provider has failed to fulfil, partially fulfilled or improperly fulfil (fulfilled) its contractual obligations – the Service Provider shall pay to the Buyer the amount not exceeding the amount of the Guaranty specified in the SP of the Contract and without requiring the Buyer to prove its losses.

15.7. The Buyer shall return the Contract Guaranty to the Service Provider (if the paper original was submitted) no later than within 30 (thirty) calendar days from the date of discharge of the obligations assumed by the Service Provider hereunder and from receipt of the respective request of the Service Provider.

15.8. Should the Service Provider fail to produce the Contract Guaranty within the deadline set in Clause 15.2 of the GP of the Contract, the Buyer shall be entitled to terminate this Contract unilaterally without giving advance notice and without compensating any losses incurred by the Service Provider as a result of the unilateral termination of the Contract. If, under the conditions of the SP of the Contract, the Contract takes effect from the moment on which the Service Provider supplies the Buyer with the Contract Guaranty, this provision of the Contract concerning Contract termination shall not be applicable, and it shall be deemed that the Service Provider refused to enter into the Contract.

16. VALIDITY OF THE CONTRACT, ITS AMENDMENT AND TERMINATION

16.1. The moment on which the Contract takes effect and its validity period is specified in the SP of the Contract.

16.2. The contractual conditions may not be changed during the period of validity of the Contract, except such contractual conditions the amendment of which is provided for in the Contract and (or) is possible according to the provisions of Law. The amendments of the contractual conditions shall be formalized by written agreements between the Parties and shall be deemed as an integral part of the Contract.

16.3. Procurement contract amendments of a technical nature (such as details of the parties, errors) and adjustment of individual Contract performance conditions under the circumstances provided for in the Contract shall not be deemed to be changes to the contractual conditions.

16.4. Any amendment of the terms of the Contract may be initiated by either Party by submitting to the other Party the relevant request and supporting documents. The Party, upon receipt of such a request, must examine it within 20 (twenty) calendar days and provide a reasoned written reply to the other Party. In the case if a disagreement between the parties the Buyer shall have the right to decide.

16.5. The Buyer may suspend the performance of the Contract or of a part thereof for a period and in the manner that it deems required. If the period of suspension exceeds 30 (thirty) calendar days, the Service Provider is entitled to require a permission to renew the performance of the Contract, and if the Buyer does not give the permission within 10 (ten) calendar days after the respective Service Provider's request, to terminate the Contract after giving notice 10 (ten) calendar days in advance.

16.6. This Contract may be terminated by a mutual agreement between the Parties.

16.7. The Buyer shall be entitled to terminate the Contract unilaterally without the Service Provider's fault by giving notice to the Service Provider at least 30 (thirty) calendar days in advance, despite the fact that the Service Provider has already begun executing the Contract. In this case, the Buyer must pay the Service Provider for the Services duly provided by the termination of the Contract without compensating any costs (losses) related to the termination of the Contract.

16.8. The Buyer shall have the right to terminate the Contract unilaterally without making an application to a court by giving a notice to the Service Provider thereof in writing 5 (five) calendar days in advance if the Service Provider has made a material breach of the Contract. A breach of the Contract made by the Service Provider shall be deemed to be a material breach if:

16.8.1. the Services do not meet the contractual requirements and the Service Provider does not rectify the defects of Services within the deadline set in the SP of the Contract;

16.8.2. the Service Provider has missed the deadline for the provision of Services for more than two subsequent times in case the provision of Services is continuous;

16.8.3. if Services are not of a permanent nature and the Service Provider fails to meet the deadline for the provision of Services set forth in Section 5 of the SP of the Contract and the delay from the from the scheduled end date is more than 30 days;

16.8.4. the qualification of the Service Provider no longer meets the requirements laid down in this Contract and these unconformities were not remedied within 14 (fourteen) calendar days from the date on which the qualification became nonconforming;

16.8.5. the Service Provider is initiated bankruptcy or restructuring proceedings or non-judicial bankruptcy procedure, procedures of forced liquidation or an arrangement with its creditors, or is subject to any analogical procedures in accordance with the laws of the country of its registration, the Buyer becomes aware of other enforcement of the rights of the Service Provider's creditors which have a material impact on the Service Provider's possibilities to further perform the Contract and/or there are other grounds provided for in the Directives of the European Parliament and of the Council, including the offenses defined in the legislation of the European Union;

16.8.6. the Service Provider violates the provisions of this Contract governing competition, the management of intellectual property or confidential information;

16.8.7. the Service Provider violates the provisions of the GP of this Contract, regarding the reliance on the capacities of other economic entities;

16.8.8. other circumstances provided for in the Contract and/or in Article 6.217 of the Civil Code of the Republic of Lithuania exist.

16.9. If the Contract is terminated in result of an essential breach of the Contract by the Supplier, or in the event of unreasonable termination of Contract execution by the Supplier in breach of the procedure laid down in the Contract, and if the Contract does not provide that the proper performance of the Contract is secured by the Contract Guaranty, the Supplier shall pay the Buyer a fine in the amount of 10 percent of the total Contract price excluding VAT and shall compensate the direct losses related with the termination of the Contract. If the Buyer makes a claim for suffered losses, the penalties shall be included in the amount of the losses.

16.10. Buyer's unilateral statement of termination of the Contract, after having notified the Supplier and indicated the reasons for termination of the Contract at least 30 (thirty) calendar days in advance in the following cases:

16.10.1. the Contract was amended in violation of Article 97 of the Law;

16.10.2. it became apparent that the Supplier with which the Contract was concluded should have been removed from the Procurement procedure *mutatis mutandis* pursuant to Article 46(1) of the Law on Public Procurement, which is applied in conjunction with Article 59(1) of the Law;

16.10.3. it became apparent that the contract with the Supplier should not have been concluded because the Court of Justice of the European Union, in accordance with Article 258 of the Treaty on the Functioning of the European Union, acknowledged the failure to fulfil its obligations under the founding treaties of the European Union and Directive 2014/25/EU.

16.11. The Supplier shall assume the risk of inclusion in the list of unreliable suppliers in accordance with the procedure prescribed by the legislation of the Republic of Lithuania in the event of termination the Contract because of the essential breach of the Contract.

16.12. In the event of termination of this Contract on any grounds, the Parties undertake:

16.12.1. to take all measures in order to reduce any additional losses that may be caused by the termination;

16.12.2. within 10 (ten) calendar days from the date of receipt of termination notice, to supply the other Party with all documents necessary for the full settlement of accounts hereunder (by the Contract termination date);

16.12.3. to settle accounts for all quality Goods duly delivered by the Contract termination date that meet the requirements laid down in the Contract.

17. FINAL PROVISIONS

17.1. The Parties agree that the Buyer has the right to assign the rights and obligations under this Contract to a third party without the consent of the other Party given in writing, if the procedures or reorganisation, liquidation, restructuring or bankruptcy procedures are initiated for the Buyer in accordance with the procedure prescribed by the legislation, or the legal status of the Buyer changes, or a part of such rights and obligations are transferred to a third party under a transaction. If the Service Provider requests, the Buyer shall submit the documents supporting the financial capacity of the successor (assignee) and other necessary documents.

17.2. The Parties agree, that upon reorganization of the Buyer's company or change of the Buyer's legal status in accordance with the legal acts the Buyer's successor from the moment of succession becomes the Contract Party assuming all rights and obligations of the Buyer under this Contract without the written consent of the Service Provider. The Parties hereby declare and confirm that such transfer of the rights and obligations of the Buyer is not an innovation within the meaning of the third section of Book VI, Part I of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Contract. The Parties agree that the Buyer or his successor shall notify the Service Provider of the succession of rights and obligations set forth in this Clause in accordance with the procedure established by legal acts and the Parties shall not make a separate amendment to the Contract.

17.3. Changing the Service Provider as a party is possible in the event of reorganisation, liquidation, restructuring or bankruptcy procedures initiated for the Service Provider, in the event of a change in the Service Provider's status or where a third party overtakes the Service Provider's functions or a part thereof on the basis of a transaction. The Service Provider shall be obliged to notify the Buyer thereof in writing at least 30 (thirty) business days by the moment of the transfer and acceptance of the Service Provider's rights and obligations and to enclose the documents supporting the qualification of the successor to this letter. The qualification of the Service Provider's successor must be at least equal to the one of the contracted Service Provider in terms of the criteria established in the documents of Procurement. The Buyer, after having received the letter of the Service Provider with all documents supporting the qualification of the Service Provider's successor, shall examine the contents of the documents and shall approve or reject the change of the Contract Party in writing within 10 (ten) business days. If the Buyer gives its approval, an amendment to the Contract shall be signed. The Parties represent and warrant that such a transfer of the Service Provider's rights and obligations shall not be deemed to constitute a novation in terms of Paragraph 3 of Section I of Book VI of the Civil Code of the Republic of Lithuania and shall not by itself affect the validity of the Contract. The Service Provider shall not acquire the right to transfer its rights or obligations under this Contract to any third person without the advance consent given by the Buyer in writing. A failure to comply with this condition shall be deemed to constitute an essential breach of the Contract.

17.4. Neither Party shall have the right to assign its obligations under this Contract to a third party without the prior written consent of the other Party. This limitation of the transfer of obligations shall not apply in cases where obligations arising from the transfer of the Buyer's functions or part of them on the basis of this Contract are transferred to another contracting authority - the Buyer's associates which are compliant with at least one of the criteria laid down in Article 2 (8) of Law on Corporate Tax of the Republic of Lithuania.

17.5. All notices and other information exchanged between the Parties hereunder shall be transmitted in writing and shall be deemed to be duly delivered if served personally, sent by e-mail or by courier services, by a registered letter or by other specified means to the addresses specified in the annexes to the Contract.

17.6. The Parties shall nominate contact persons for communications whose data are specified in Annex No. 1 to the SP of the Contract.

17.7. Each Party must inform the other one of any changes of the address, details or contact persons specified in the SP of the Contract within 5 (five) business days. All notices and other communications sent to the address specified in the Contract before the notification of the change of the address shall be deemed to be served in a due way.

17.8. The relation of the Parties arising from the present Contract and not discussed in the terms and conditions thereof shall be regulated by the laws and other legal acts of the Republic of Lithuania.

17.9. Any disputes concerning the performance of this Contract shall be resolved by the Parties by negotiations. Should the Parties be unable to resolve their disputes by negotiations, they shall be settled by court proceedings before the courts of the Republic of Lithuania under the procedure prescribed by the legislation.

17.10. Until the conclusion of the Contract, in the SP of the Contract the Parties may agree on other provisions of the Contract that are not mentioned in the GP of the Contract and / or in the SP of the Contract and which are not in conflict with the Terms and Conditions of the Procurement and the provisions of the Law.

17.11. If any provision of this Contract is or becomes in whole or in part invalid, it shall not invalidate the remaining provisions of this Contract. In this case, the Parties agree to make every effort to replace the invalid provision with a legally effective provision, which as far as possible would have with the same legal and economic outcome as the replaced provision.

17.12. The Parties agree that during the provision of Services, the Service Provider shall submit the final documents and other materials related to the provision of Services in Lithuanian only, unless the SP of the Contract provides otherwise. If the documents of Procurement provide that all documents are produced in Lithuanian, but the Service Provider has respectively produced the final documents and materials necessary for the provision of Services in a different language, the Service Provider must enclose a translation of the document into Lithuanian certified by the translator's signature and the seal of the translation agency.

17.13. In addition, in the SP of the Contract and/or in the Technical Specification, the Buyer may identify the additional documents (in addition to those specified in Clause 17.122 of the GP of the Contract) to be submitted in Lithuanian or another language acceptable to the Buyer.

17.14. Should the Service Provider fail to comply with the requirements laid down in Clause 17.12 and/or Clause 17.13 of the GTC of the Contract (submit the documents not in Lithuanian without enclosing a translation of the document into Lithuanian certified by the translator's signature and the seal of the translation agency), the Buyer shall be entitled to translate these documents at its own cost, and in such a case, it will reduce the amount to be paid for the delivered Goods in the amount of the incurred actual costs related to translation services.

17.15. By concluding this Contract the Parties confirm that they are aware that the 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) applicable since 25 May 2018 may have an effect on the performance of this Contract. The Parties acknowledge that in case of necessity to process, provide or transfer the personal data of one Party to the other one in any way, this Contract and its annexes or further amendments may be amended and/or a separate agreement concerning personal data processing or transfer may be signed in order to ensure the compliance with the General Data Protection Regulation, and in the case of such necessity they agree to review and/or amend the Contract and its annexes and/or sign an additional agreement, as well as to take other necessary steps to ensure the compliance with the requirements of the General Data Protection Regulation.

17.16. The headings of Contract sections/chapters are for Party convenience of reference only and may not be unambiguously used for the interpretation of contractual provisions.

17.17. The Contract is made in two copies each having equal legal force, one to each of the Parties.
