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# CONTRACT FOR PURCHASE AND SALE OF GOODS, SERVICES

# GENERAL TERMS AND CONDITIONS OF THE CONTRACT

# MAIN PROVISIONS

## Definitions

### Unless otherwise specified, capitalised terms used in the Contract, as well as in correspondence between the Parties to the Contract, shall have the meanings set out below:

#### **Act** - the act of transfer and acceptance of Goods and/or Services signed by the Parties upon delivery of Goods by the Seller and/or collection of Goods by the Buyer at the place of transfer of Goods, or any other equivalent document confirmed by signatures of the Parties;

#### **Group** - the group of companies controlled by EPSO-G UAB, consisting of EPSO-G UAB and subsidiaries directly and indirectly controlled by EPSO-G UAB;

#### **Seller** - the party to the Contract who sells to the Buyer the Goods and/or Services specified in the Contract;

#### **Services** - the services specified in the Contract which the Seller undertakes to provide to the Buyer;

#### **Buyer** - the party to the Contract who buys from the Seller the Goods and/or Services specified in the Contract;

#### **Purchase** - the purchase of Goods and/or Services upon completion of which the Contract was concluded;

#### **Goods** - equipment, parts, materials, software and any other goods and/or services or works for the supply, installation, installation and other preparation for use of the Goods being purchased, provided that such services or works are only complementary to the supply of the Goods;

#### **Contract Price** - the price specified in the Contract, which is the price of all Goods and/or Services being sold, including VAT (if VAT is applicable), if the selected pricing method is the fixed price. Where the Goods and/or Services are purchased according to the rates, the maximum price payable to the Seller for the Goods and/or Services under the Contract, including VAT (if VAT applies);

#### **Contract** - the contract concluded between the Buyer and the Seller: The General Terms and Conditions of the Contract and the Special Terms and Conditions of the Contract (together with all amendments, supplements and annexes thereto), pursuant to which the Parties undertake to comply with the terms of the Contract;

#### **Parties** - the Buyer and the Seller collectively and the **Party** - each of them individually;

#### **Law on Public Procurement** - the Republic of Lithuania Law on Public Procurement;

#### **Law on Procurement** - the Republic of Lithuania Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors

## SUBJECT MATTER OF THE CONTRACT

### By virtue of the Contract, the Seller undertakes to sell the Goods and/or Services specified in the Contract and the Buyer undertakes to pay for them according to the procedure and time limits specified in the Contract. The cost of any related services, goods or works required for the proper performance of the Contract (e.g., training, installation, etc.) shall be included in the Contract price.

### In performing the Contract, the Parties undertake to comply with all the terms and conditions set out in it, as well as with the requirements of legal acts of the Republic of Lithuania ans legal acts of the European Union in force in the Republic of Lithuania applicable to the performance of the Contract.

### The quality of the Goods and/or Services (compliance with the terms and conditions of the Contract) and the time limits for their delivery and/or provision, as well as the observance of the quality guarantee, are essential conditions of this Contract. Unless otherwise provided for in the Special Terms and Conditions of the Contract, the Seller shall be deemed to have committed a material breach of the Contract if it delivers the Goods and/or provides the Services in breach of the deadline set out in the Contract for more than:

#### 15 days (if the for the period for the fulfilment of obligations provided for in the Contract is not longer than 3 months);

#### 30 days (if the for the period for the fulfilment of obligations provided for in the Contract is longer than 3 months, but not longer than 6 months);

#### 45 days (if the for the period for the fulfilment of obligations provided for in the Contract is longer than 6 months, but not longer than 12 months);

#### 60 days (if the for the period for the fulfilment of obligations provided for in the Contract is longer than 12 months).

### Where the Special Terms and Conditions of Contract provide for a fixed rate or variable rate pricing, the Buyer shall not undertake to buy the whole quantity of Goods and/or Services specified in the Technical Specification or the Goods and/or Services at the full Contract Price. Goods and/or Services will be procured on as-needed basis. The Special Terms and Conditions of the Contract may provide that the Buyer shall have the right to buy from the Seller the Goods and/or Services not indicated in the list of Goods and/or Services but related to the procurement object (up to a maximum of 10 per cent of the Contract Price), if the need arises. The payment for the Goods and/or Services not specified in the list of Goods and/or Services but related to the procurement object shall be made at the prices not higher than the current prices for such Goods and/or Services indicated by the Seller at the Seller's point of sale, in its catalogue or on its website on the date of the order, or, if such prices are not published, at the prices offered by the Seller, which are competitive and in line with the market.

### If Special Conditions of the Contract provide for the pricing of the reimbursement of the Contract performance costs, the Seller shall, upon request of the Buyer, provide third-party documents to support the costs before issuing the invoice. Goods and/or Services not indicated in the list of Goods and/or Services, but related to the procurement object will be paid for at the prices not higher than the prices corresponding to the market. The costs actually incurred cannot include the Seller's profit. Costs relating to other activities of the Seller or the Seller's activities according to other orders shall be borne by the Seller. Decisions taken by the Seller during the performance of the Contract relating to actual costs shall be agreed with the Buyer in advance.

## Responsible persons

### The Parties shall address the matters relating to the performance of this Contract through the responsible persons indicated in the Agreement and designated by the Parties. Communication between the responsible persons shall take place via their contacts as specified in the Contract.

### By virtue of this Contract, the Parties ensure that responsible persons appointed by them will have all the necessary authority to perform the Contract. Decisions taken by responsible persons without a separate authorisation that are contrary to the Contract shall be null and void and shall not create any new rights or obligations for the Parties.

### Either Party shall have the right to unilaterally replace the responsible person specified in the Contract by another person by giving immediate written notice to the other Party.

## Timetable for implementation

### If the Contract specifies that the Contract shall be performed in accordance with a schedule or programme agreed between the Parties (hereinafter - the Schedule) and the Schedule is not attached as an Annex to the Contract, the Seller undertakes to prepare the Schedule and to submit it to the Buyer for approval within 10 days of the conclusion of the Contract, but not later than before the delivery of the Goods and/or the commencement of the provision of the Services, unless otherwise provided for by the Special Terms and Conditions of Contract.

### The agreed Schedule shall be approved by responsible persons of both Parties. The Schedule shall reflect the main planned deadlines for the performance of the Contract, their sequencing and their interrelationship. The Schedule shall also specify when, on what dates and by what actions the Buyer will be required to perform the Contract in a proper and timely manner. The Buyer undertakes to approve the submitted Schedule or to submit reasoned comments to the Buyer within 5 days of receipt of the Schedule. If the Schedule is returned to the Seller for correction, the Seller undertakes to resubmit the Schedule for repeated coordination within 5 days from the date of receipt of the observations. If the Seller fails to revise the Schedule in accordance with all observations of the Buyer without valid reason, the Seller shall be deemed to have failed to submit the Schedule for repeated coordination within the time limit set out in this paragraph and may be subject to the liability set out in the Agreement.

### If the performance of the Contract lags behind the approved Schedule, the Seller shall, at the Buyer's request, undertake to state the reasons for the delay in writing within 5 days and to submit an updated Schedule to the Buyer for coordination.

### The Schedule is intended to organise and monitor the performance of the Contract and a change to the Schedule shall in no case constitute a change to the deadlines set out in the Contract and shall not relieve the Seller of any liability for non-compliance with such deadlines.

## Performance of the Contract

### The Seller undertakes to perform the Contract at its own risk and expense, as diligently and efficiently as possible, in the best interests of the Buyer, in line with the best generally accepted professional and technical standards and practices, using all necessary skill and knowledge.

### The Buyer shall have the right to inspect and evaluate the delivery of the Goods and/or the provision of the Services. At the Buyer's request, the Seller shall provide all information and documents as may be necessary in order to demonstrate the progress and results of the performance of the Contract and compliance with the requirements specified in the Contract.

### The Seller undertakes to remedy without delay any defects which are discovered during the performance of the Contract and to inform the Buyer of any circumstances which affect or may affect the proper performance of the Contract. The time limit for remedying the defects shall not constitute grounds for extending the Contract period and shall not cancel the Buyer's right to impose liability on the Seller for improper and untimely performance of the Contract.

### Each Party undertakes to reply to the other Party’s enquiry promptly, but not later than within 3 working days of the date of its receipt, unless a later date is specified in the enquiry. The Parties may reply within a longer period of time, if such a period is objectively necessary, and the Party shall inform about that the other Party, stating the reasons.

### If the Seller is to deliver the Goods and/or provide the Services at the Buyer's premises (facilities) and/or their security zones, access to which requires the Buyer's consent, the Seller undertakes to provide all documents necessary to obtain such consent of the Buyer prior to the commencement of the delivery of the Goods and/or the commencement of the provision of the Services, and not to deliver the Goods and/or provide the Services without the Buyer's consent. The consent granted by the Buyer shall be valid for the entire period of delivery of the Goods and/or provision of the Services at the specified premises and/or territories. The Seller must ensure that all sub-suppliers delivering its Goods and/or providing Services obtain the Buyer's consent if the sub-suppliers are instructed to deliver the Goods and/or provide the Services at the specified premises and/or territories.

### Where the Goods are delivered and/or Services are provided on the basis of separate orders from the Buyer, such orders shall be placed and confirmed in writing and/or by telephone and/or email. Unless otherwise provided in the Technical Specification, when placing orders, the Parties shall agree on the quantities of the Goods and/or Services to be ordered, the time and/or place of delivery of the Goods and/or the provision of the Services, and any other necessary conditions. Orders shall be deemed to be coordinated when they are confirmed by both Parties.

### The Order shall be deemed to be fulfilled when the Seller has delivered and handed over to the Buyer all the Goods and/or Services specified therein.

### Orders may be amended and cancelled by mutual agreement of the representatives of the Parties.

## Qualification

### The Seller undertakes to ensure that it and the persons performing its contractual obligations have all licences, permits, certificates, qualifications, occupational safety certificates and all other qualifications and competences necessary for the fulfilment of the obligations under the Contract.

### If the Procurement Conditions establish the specific qualification requirements for the persons who will perform the Contract, or their experience has been relied upon by the Seller when submitting its tender, only persons who meet those requirements may perform the Contract. If the persons named by the Seller during the Procurement, who will perform the Contract, change, the Seller shall have to obtain the Buyer's written consent. The Buyer shall give the consent only after the Seller provides the documents substantiating the qualifications and experience of those persons.

### If the Seller's qualification with respect to the right to engage in the relevant activities has not been verified or has been verified not in full, the Seller undertakes to the Buyer that the Contract will be performed only by the persons who have such right.

### Repeated breach of the conditions set out in this section shall be considered to constitute a material breach of the Agreement.

## Sub-supply

### If the Seller involves subcontractors for the performance of the Contract, the Seller undertakes to inform the Buyer, prior to the conclusion of the Contract, of their names, contact details and representatives known to the Seller, if they have not been indicated in the tender (in the broadest sense). The Seller must ensure that the subcontractors involved for the performance of the Contract are appropriately qualified and experienced at the time of the conclusion of the Contract and throughout its validity period and there are no grounds for their exclusion (if applicable). The Seller undertakes to keep the Buyer informed of any changes to this information throughout the performance of the Contract, as well as of any new sub-suppliers intended to be involved at a later date. The Seller shall inform the Buyer of the newly involved and/or replaced sub-suppliers within 5 working days before the start of their involvement and/or replacement.

### Sub-suppliers whose capacities have not been relied upon by the Seller to support the qualification requirements specified in the Procurement Conditions may be changed at the Seller’s discretion notifying the Buyer about that in writing. The Buyer shall have the right to check whether there are any grounds for exclusion of the sub-supplier (if applicable). If the situation of a sub-supplier meets at least one of the grounds for exclusion set out in the Procurement Conditions, the Buyer shall require that such sub-supplier is replaced by the sub-supplier who meets the requirements.

### The Seller may replace the sub-suppliers whose capacities have been relied upon by the Seller to support the requirements specified in the Procurement Conditions only with the written consent of the Buyer, after the Buyer has first checked and satisfied itself that the sub-supplier has the necessary qualifications and/or experience, and that there are no grounds for the exclusion of the sub-supplierestablished in the Procurement Conditions (if applicable). The Buyer confirms that it will not unreasonably withhold its consent to replace the sub-supplier. The provision set out in this paragraph is a material condition of the Contract and its repeated breach will be considered a material breach of the Contract.

### Where the nature of the Contract so permits, the Special Terms and Conditions of the Contract shall provide for the possibility of direct payment to sub-suppliers. If the sub-supplier expresses a wish to use the direct payment option, a trilateral agreement shall be concluded between the Buyer, the Seller and the sub-supplier. If the Special Terms and Conditions of the Contract do not provide for such a possibility, the nature of the Contract shall be deemed not to allow for direct payment to sub-suppliers.

## Quality requirements for Goods

### The Goods shall be new, of full completion, not previously used and fit for their intended purpose.

### If a shelf life (durability) is established for the Goods, the remaining shelf life (durability) of the Goods transferred to the Buyer shall be not shorter than 2/3 (two thirds) of the total shelf life (durability).

### The Goods shall be handed over in suitable packaging (i.e. not torn, ripped up, wet or otherwise externally damaged), and the inscriptions and labels on the packaging of the Goods shall be legible. This provision shall not apply in the cases where, for objective reasons, the Goods cannot be handed over packaged (e.g., the Seller has to assemble them).

### Together with the Goods, the Seller shall provide all documentation necessary for assessing the conformity of the Goods with the requirements of the provisions of the Contract and the proper use and maintenance of the Goods.

### If during the performance of the Contract it transpires that the Goods (materials, equipment, machinery, etc.) referred to in the Contract are no longer manufactured and the Seller produces proof of this from the manufacturer of the Goods, the Seller shall have the right, with the consent of the Buyer, which the latter cannot unreasonably withhold, to supply the Goods (materials, equipment, machinery, etc.) of a different model (release), provided that they are not of inferior characteristics to the ones provided for in the Contract without increasing their price and without changing the delivery terms and other conditions of the Contract. A change in the model of the Goods referred to in this paragraph may only be made by written agreement of the Parties, which shall constitute an integral part of this Contract.

### Unless otherwise provided in the Special Terms and Conditions of Contract or in the Technical Specification, all Goods shall have been manufactured not later than 12 months prior to the date of conclusion of the Contract.

## Quality requirements for Services

### The Services shall comply with all requirements established in the Contract, legal acts of the Republic of Lithuania and legal acts of the European Union applicable in Lithuania for safe products, hygiene standards, occupational safety and other legal acts applicable to the performance of the Contract.

### The Seller warrants that at the time of transfer and acceptance of the Services (their result) and at any time thereafter (throughout the quality warranty period, if applicable) the Services will comply with the requirements set out in the Contract, applicable legal acts and standards, will be provided in a qualitative manner, without errors that would invalidate or impair the value of the Services or the suitability of their result for ordinary use.

## Suspension

### The Buyer shall have the right to suspend the delivery of the Goods and/or the provision of the Services if, in performing the Contract, the Seller does not comply with the occupational safety, hygiene standards and/or other requirements specified in the Contract and/or legal acts, as well as for any other reasons as provided for in paragraph 1.10.2of the General Terms and Conditions of the Contract.

### The Buyer may suspend the performance of the Seller's contractual obligations (or part thereof) for the reasons set out below if they have a direct impact on the performance of the contractual obligations (or part thereof):

#### additional surveys (e.g., engineering, archaeological surveys, etc.) that have not been scheduled, but are necessary;

#### there is a delay in handing over the facility (another supplier, service provider and/or contractor is still working in the facility);

#### influence of third parties over which the Seller does not exercise any form of control, factual or legal (including, but not limited to, any agreement between the Seller and a third party);

#### funding is suspended or insufficient;

#### additional time is needed for conducting another procurement;

#### failure to provide equipment, materials, etc., which must be supplied by the Buyer;

#### physical barriers (e.g., emergency works);

#### other circumstances which were not known at the time of the Procurement and which any supplier, service provider and/or contractor would have to face;

#### disputes between the Buyer and third parties, pending either according to extrajudicial or judicial procedure, which have a direct impact on the performance of the Contract.

### The maximum period of suspension of performance of the Seller's contractual obligations (or part thereof) shall be 6 months.

### The time limit for the performance of contractual obligations (or part thereof) shall be extended for the period of time remaining under the Contract for the performance of the Seller's contractual obligations (or part thereof) until the suspension of performance of the contractual obligations (or part thereof).

### The Buyer shall inform the Seller in writing of the suspension of the Seller's contractual obligations (or part thereof) in the manner and procedure set out in the Contract.

## Implementation of the Agreement

### The Goods shall be deemed to have been duly delivered and transferred to the Buyer and the Services shall be deemed to have been duly provided when the Buyer confirms the transfer of the relevant Goods and/or provision of Services. If the Contract specifies that the transfer of Goods and/or provision of Services must be confirmed by signature, the Seller shall prepare the Deed for signature. One copy of the Deed shall be given to the Buyer. If the Deed contains an entry on deficiencies, such signed Deed shall only confirm the actual delivery of Goods and/or provision of Services and shall not be considered the legal basis for receiving the payment until all deficiencies specified in the Deed have been rectified and the Parties have confirmed this.

### In those cases where the Seller is required under the Contract to assemble, install, coordinate or provide other services and/or perform other works in connection with the transfer of the Goods, the Goods shall be deemed to have been transferred to the Buyer after the provision of such services and/or performance of such works, unless otherwise provided for in the Special Terms and Conditions of the Contract.

### The Buyer shall notify the Seller in writing of any obvious defects in the quality of the Goods and/or Services, which can be verified at the time of their handover and acceptance, and shall not accept such Goods and/or Services (or their part for which the defects were found) until such defects have been remedied.

### The transfer of Goods and/or provision of Services shall not be deemed to be an unconditional confirmation by the Buyer that the Goods and/or Services comply with the requirements of the Contract, and shall not eliminate the Buyer's right to demand the rectification of any defects at a later date, if at the time of their transfer and acceptance such defects could not be reasonably noticed.

### The right of ownership to the Goods and/or results of the Services and the risk of their accidental loss shall pass to the Buyer from the time of transfer of the relevant Goods and/or results of the Services.

## Quality guarantee

### The Goods and/or Services shall be subject to the warranty period specified by legal acts and/or by the manufacturer, unless a different warranty period is indicated in the Technical Specification or the Special Terms and Conditions of the Contract. If the warranty period is not specified anywhere, the 24-months’ quality guarantee term shall apply. The quality guarantee term shall run from the moment of signing the Deed of delivered Goods and/or provided Services.

### The Seller shall be obliged to remedy any defects in the Goods and/or Services occurring during the quality guarantee term, free of charge, within 10 days from the date of receipt of the Buyer's written request, unless otherwise provided for in the Special Terms and Conditions of the Contract, or within such other period as may be agreed in writing by the Parties and which is objectively necessary for the remedy of the defects. The Seller shall accept the Goods and/or the results of the Services for after-sales service at the place where they were or should have been handed over to the Buyer, unless the Parties agree otherwise.

### In the case of transfer of software to the Buyer, the Seller undertakes to make available to the Buyer all security and critical bug fixes for that software released during and before the quality guarantee term (critical bugs are bugs that affect the functionality of the software).

### The quality guarantee shall not apply to those defects that occurred after the transfer of Goods and/or Services to the Buyer due to the Buyer's failure to comply with the prescribed instructions for use, maintenance and operation.

### The quality guarantee term shall be suspended for as long as the Goods and/or the results of the Services could not be used due to the identified defects for which the Seller is responsible.

### If the Seller fails to start rectifying the defects, does not remove them and/or does not make good the direct damage caused by such defect during the warranty period within the time limit set forth in the Contract, the Buyer may, either on its own or with the assistance of third parties, rectify the defects at the expense of the Seller. In that case, the Seller's warranty obligations shall not be terminated and the Seller shall be liable to indemnify the Buyer for any resulting losses suffered by the Buyer.

# PRICE AND PAYMENT

## Contract price

### The Contract Price shall include all direct and indirect costs associated with the performance of the Contract, including: purchase of equipment, materials, products, tools and other items (except where they are to be provided by the Buyer according to the Contract), transportation, installation, preparation of documents, training of the Buyer's personnel to use them, consultancy services to be provided by the Buyer, and all taxes and charges payable and necessary for the delivery of Goods and/or provision of Services specified in this Contract, unless it is expressly specified in the Contract that such costs shall be paid for separately.

### The Contract Price may be changed only the cases specified in the Contract. Additional payments that have not been agreed in writing in advance by the Parties shall not be made. The revision of the Contract Price is established in paragraph 2.1.4 of the General terms and Conditions of the Contract. The Special Terms and Conditions of the Contract may also contain other conditions for reviewing the Contract price.

### The Parties agree that the occurrence of circumstances beyond the control of the Parties, which at the time of the submission of the Proposal could not reasonably have been foreseen, controlled and have not assumed the risk of occurrence of such circumstances (e.g, in the event of clearly demonstrable inaccuracies or errors in the technical documentation relied upon in preparing the relevant requirement of the Procurement Conditions, as a result of which a part of the Goods and/or Services has become unnecessary; or, when the delivery of the Goods and/or Services begins, a part of the Goods and/or Services is found to be unnecessary; or, due to a change in legal acts a certain part of the Goods and/or Services has become unnecessary, etc.), the Buyer shall have the right, during the performance of the Contract, to reject part of the Goods and/or Services. In the event of refusal of Goods and/or Services, the Contract Price shall be reduced by the value of the refused Goods and/or Services calculated in accordance with the rates for the relevant Goods and/or Services indicated in the tender. If the rates quoted in the tender for the calculation of the value of the Goods and/or Services being refused are not sufficiently detailed, the value of the Goods and/or Services being refused shall be calculated on the basis of an estimate provided by the Seller and agreed with the Buyer, which has been specially prepared for the calculation of the value of the Goods and/or Services being refused. The Buyer shall have the right to check the conformity of the estimates and the rates provided by the Seller with market prices and to conduct negotiations in respect of those rates.

### The Parties agree that VAT shall be calculated at the rates applicable at the time of invoicing.

## Payment

### The electronic invoice and the documents relating to the payment shall be submitted by means chosen by the Seller: The Seller may submit an e-invoice complying with requirements of the EU Directive 2014/55 or submit an e-invoice in another format using the information system "E.Invoice" administered by the State Enterprise Centre of Registers. In the case of monthly recurrent payments, the invoice for the previous month shall be submitted no later than the 2nd working day of the current month. In the case of purchase according to separate orders or of one-off Goods and/or Services, the invoice shall be issued not later than within 2 (two) working days of the date of signature of the Deed of Goods and/or Services. The Special Conditions of the Contract may also provide for other payment terms.

### The Buyer shall pay the invoice submitted in the manner specified in the Contract within 30 (thirty) days, unless otherwise provided in the Special Terms and Conditions of the Contract. If the Buyer fails to make the payment on time when the invoice has been issued in the manner specified in paragraph 2.2.1 of the General Terms and Conditions of the Contract, the Seller shall have the right to charge default interest at the rate of 0.04 per cent of the outstanding amount per each delayed day.

### The Buyer shall have the right to withhold the amounts due to the Seller under the Contract (without limitation to this Contract) if any defects in the Goods and/or Services or any failure to perform any other contractual obligations are established. The Buyer shall be entitled to exercise the right of retention referred to in this paragraph only to the extent necessary to ensure the fulfilment of reasonable demands.

### The Buyer shall have the right at any time to unilaterally set off any monetary claims against any amounts due to the Seller by notifying the Seller in writing. If the currency of the payable obligations differs, for the purpose of offsetting the counterclaims the Buyer may convert the amount of any obligation at the exchange rate prevailing in the market and used in ordinary activities.

# LIABILITY

## Losses and penalties

### Penalties (fines and default interest) provided for in the Contract shall be deemed to be minimum losses determined in advance incurred by the Parties as a result of the breach by the other Party of the respective provision of the Contract, the amount of which does not have to be proved by the injured Party. The payment of penalties shall not prevent the injured Party from claiming compensation for losses not covered by the penalties and shall not relieve the paying Party from the fulfilment of its contractual obligations.

### If the Seller defaults on timely performance or inadequately performs its contractual obligations, the Buyer shall be entitled to charge default interest at the rate of 0.04 per cent of the value of the overdue or inadequately performed obligations, or, in the absence of any possibility of ascertaining the value of the defaulted or inadequately performed obligations, for each day of delay or inadequate performance of the obligations, unless otherwise provided for in the General Terms and Conditions of the Contract or in the Special Terms and Conditions of the Contract..

### If the Seller inadequately performs its contractual obligations, the Buyer shall be entitled, upon prior written notice to the Seller and without the Seller's express consent, to use the securities of performance of the obligations provided for in the Contract. If the Buyer chooses to use the securities of performance of the obligations, they will be exercised in the below specified order of priority, i.e. the Buyer shall:

#### reduce by the amount of penalties any sums payable by the Buyer to the Seller in respect of the delivered Goods and/or provided Services;

#### make use of the bank guarantee if the amount of estimated penalties exceeds the amount equal to 10 per cent of the Contract price;

#### terminate the Contract if the amount of penalties exceeds the amount equal to 20 per cent of the Contract price.

## Limitation of liability

### Under the Contract, the Parties shall be liable only for direct damages suffered by the other Party and shall not be liable for indirect losses, including those resulting from loss of profit, loss of savings or loss of business opportunity.

### Any direct loss shall be limited to the amount of the Contract Price, but not less than EUR 3,000 (if the Contract Price does not exceed EUR 3,000).

### The total amount of penalties imposed on the Party under the Contract shall be limited to the amount equal to 20 per cent of the Contract Price; if the Contract Price does not exceed EUR 3,000 - to the amount not exceeding EUR 1,500.

### The limitation of liability provisions specified in the Contract shall not apply to damage caused intentionally or through gross negligence, as well as to damage caused to third parties, and in other cases provided by mandatory provisions of the law.

## Exemption from liability

### The Party shall not be held liable for the non-performance of any obligations under the Contract if it can demonstrate that such non-performance was due to circumstances which the Party could not reasonably control, could not reasonably anticipate at the time of the conclusion of the Contract, and could not prevent the occurrence of such circumstances or consequences thereof and has not assumed the risk of occurrence of such circumstances (hereinafter - force majeure circumstances).

### The Party shall not be relieved of liability if its default on the obligations has been affected by its own decisions, acts or omissions or by those of its sub-suppliers, entities directly or indirectly controlling or controlled by that Party, as well as of their employees (including strikes), management bodies or members thereof.

### The Party shall notify the other Party of the force majeure circumstances and their impact on the performance and time limits of the Contract immediately, but no later than within 5 (five) working days of their occurrence or becoming apparent, providing the evidence of the existence of the said circumstances. In the event of the failure to notify in due time, it shall be considered that those circumstances have not affected the performance of the Contract until the notification has been sent.

### In the event of force majeure, the Party shall take all reasonable steps to mitigate the potential damage and to minimise its impact on the time limits for performance of the Contract.

### The grounds for exempting a Party from liability shall only arise during the period of existence of the above referred circumstances, and the Party shall be obliged to resume the performance of its obligations without delay after the circumstances have been removed.

## Insurance

### The terms and conditions set out in this section below shall apply only where the Contract provides for an obligation on the part of the Seller to obtain or to be covered by the specified insurance.

### The Seller shall be obliged, at its own expense, to conclude, and to extend (renew) insurance contracts if they expire earlier than specified in the Contract, and to provide the Buyer with the supporting documents.

### The Seller shall not be entitled to make any amendments to the terms and conditions of the insurance contracts without the prior consent of the Buyer. If the insurer initiates amendments to the terms of the insurance contract, goes bankrupt or becomes insolvent, the Seller must notify the Buyer immediately.

### If the Seller fails to conclude or extend the insurance contract or does not produce evidence of its conclusion, extension or validity in time, the Buyer shall be entitled to conclude the insurance contracts on its own according to the terms and conditions set out in the Contract, or to suspend the amounts payable to the Seller, until the Seller has fulfilled all of its obligations under this Section. If the Buyer pays insurance premiums himself, he shall be entitled to unilaterally offset them against any amounts due to the Seller.

## Security

### If the Contract specifies that its performance will be secured by a bank guarantee, the performance guarantee must be provided to the Buyer prior to the signing of the Contract and shall be one of the conditions for the Contract to enter into force. If the Contract specifies that its performance shall be secured by a bank guarantee provided by the Seller, such bank guarantee must be issued by a bank acceptable to the Buyer and must meet all requirements specified in the Contract, remain in full force and effect until the final delivery of the Goods, provision of the Services and payment for them. If the Contract is not implemented 30 days before the expiry date of the provided bank guarantee, the Seller undertakes, not later than 10 days before the expiry date of the provided bank guarantee, to extend the expiry date of the provided bank guarantee or to provide a new bank guarantee valid for a period not shorter than the expected expiry of the term of the delivery of the Goods, the provision of the Services and the payment for them.

### The bank guarantee must be the first demand, unconditional and irrevocable guarantee. Amounts secured by a bank guarantee shall be denominated in the currency of payments under the Contract.

### The bank guarantee shall indicate that:

#### the bank undertakes to pay to the Buyer, within 10 days of the first written demand of the Buyer, the amount specified in the demand, but not more than the amount specified in the bank guarantee;

#### In a written demand, the Buyer shall not be obliged to substantiate his claims, but only to state that the Seller has failed to perform, or has improperly performed, his contractual obligations;

#### the Uniform Rules for Demand Guarantees of the International Chamber of Commerce shall apply to the bank guarantee*. ICC Publication No 758)* subject to the exceptions set out in the bank guarantee and the mandatory provisions of legal acts of the Republic of Lithuania;

#### disputes between the parties shall be settled in the courts of the Republic of Lithuania / Vilnius Court of Commercial Arbitration (the bank guarantee shall specify one of these dispute settlement venues; if Vilnius Court of Commercial Arbitration is chosen, the dispute settlement terms and conditions (the number of arbitrators, the language of the arbitration, etc.) shall be specified by the bank issuing the bank guarantee);

#### the term of validity of the bank guarantee and the amount secured by the bank guarantee.

### Before providing a bank guarantee, the Seller may request the Buyer to confirm that the Buyer agrees to accept the bank guarantee offered by the Seller. In that case, the Buyer must reply to the Seller not later than within 3 working days of receipt of the request.

### The Buyer shall have the right not to accept the bank guarantee and/or to consider it invalid and/or to request the Seller to provide a new bank guarantee to the Buyer, and the Seller must provide such bank guarantee within the shortest possible time if the bank guarantee does not comply with the requirements set out in the Contract or if the Buyer has any information relating to the suspension or possible suspension of activities of the bank that has issued the guarantee (including insolvency, liquidation, or legal protection procedures).

### If the Seller fails to extend the term of validity of the bank guarantee or to provide a new bank guarantee in time, the Buyer shall be entitled to charge interest at the rate of 0.1 per cent of the Contract Price for each day of delay or to withhold payments to the Seller for the amount of the bank guarantee. In that case, the amounts withheld, after deducting any rightful offsets from them, shall not be paid to the Seller until the extension of the term of validity of the bank guarantee, or the provision of a new bank guarantee, or the expiry of the obligation to provide or extend the bank guarantee.

### When the Seller satisfactorily performs the Contract, the Buyer shall, at the Seller's request, return the bank guarantee to the Seller.

# CONTRACT

## Contract validity

### The Contract shall enter into force from the moment of its signature by the last person signing it (unless otherwise provided for in the Special Terms and Conditions of the Contract) and shall remain in force until the day of the full discharge of the Parties' contractual obligations or the termination of the Contract. The conditions of the quality guarantee, liability, confidentiality, data protection, intellectual property, sending and receiving notifications, language, dispute settlement, etc., which by their nature should survive the performance or termination of the Contract shall continue to apply after the implementation or termination of the Contract.

### If any provision of the Contract is or becomes invalid, in whole or in part, by reason of its conflict with applicable legal acts or for any other reason, the remaining provisions of the Contract shall remain in full force and effect. In that case, the Parties will negotiate in good faith and seek to replace the invalid provision with another lawful and valid provision which, as far as possible, allows achieving the same legal and economic effect as the provision of the Contract that will be replaces in such a way.

### If the Special Terms and Conditions of the Contract provide for the possibility of extension of the Contract and if all the terms and conditions relating to its extension have been fulfilled, the Contract shall be automatically extended for the minimum term specified in the Special Terms and Conditions of the Contract, provided that neither Party gives notice of termination of the Contract not later than 30 days before the expiry of the Contract Term.

## Termination and amendment of the Contract

### The Contract may be amended by written agreement of the Parties, provided that this is in accordance with the procedure laid down in the Law on Public Procurement / Law on Procurement.

### Either Party shall have the right to terminate the Contract unilaterally, without recourse to the court, by giving at least 10 days' written notice to the other Party if:

#### bankruptcy, restructuring or liquidation proceedings are initiated against the other Party, it becomes insolvent or ceases its business activities, or a similar situation provided for by other legal acts arises;

#### In the case of force majeure, the performance of the Contract shall be suspended for more than 120 days**.**

### The Buyer shall have the right to unilaterally terminate the Contract by giving the Seller at least 10 days' written notice in the following cases:

#### the Seller commits a material breach of the Contract;

#### the Seller transfers the rights and obligations arising from the Contract to third parties without the Buyer's written consent;

#### the Seller no longer meets the qualification requirements set out in the Procurement Conditions, the grounds for exclusion and/or loses the right to carry out the activities specified in the Contract;

#### the Seller is unable and/or refuses, through its own fault, to perform the obligations under the Contract or any part thereof, irrespective of the value of such part;

#### the Seller repeatedly violates the provisions of Chapter 1.6 of the General Terms and Conditions of Contract;

#### the Seller acknowledges in writing to the Buyer and/or other persons or otherwise publicly announces of the inability to cover his existing debts or to make future payments;

#### the amount of penalties payable by the Seller exceeds 20 per cent of the Contract price;

#### after the extension of the Contract, the Seller does not extend the term of validity of the bank guarantee or to provide a new bank guarantee;

#### the circumstances that give the Buyer reasonable grounds to believe that the Seller will not properly perform his obligations under the Contract transpire (e.g., the Seller defaults on his financial obligations to credit institutions and/or the competent authorities impose on the Seller the respective sanctions which deprive the Seller of, or substantially limit, the rights of the Seller with respect to the delivery of the Goods and/or the provision of the Services);

#### unless, at the Buyer's request, the Seller provides evidence to rebut the circumstances that may lead to termination of this Contract;

#### during performance of the Contract, a situation of actual or potential conflict of interest of the Buyer arises, which prevents the objective and proper performance of the Contract;

#### for other important reasons not specified in the Contract or in legal acts. In that case, the Buyer shall reimburse to the Seller the reasonable costs incurred thereby until the date of receipt of the Buyer's notice for the performance of the Contract, which have been agreed and approved in advance by the Buyer.

### The Seller shall have the right to terminate the Contract by giving the Buyer at least 10 days' written notice if the Buyer delays the payment for more than 30 days.

### If the Contract is terminated through the fault of the Seller, the Buyer shall have the right to demand the payment of the fine in the amount of 5 per cent of the Contract price, but not less than EUR 3,000.

### The Contract may be terminated by mutual written agreement of the Parties, as well as in the cases set out in the law on Public Procurement / Law on Procurement.

### The time limit for the delivery of the Goods and/or provision of the Services may be extended under the following circumstances:

#### adverse weather conditions that make it impossible to deliver the Goods and/or provide the Services - heavy rainfall, floods, thick fog, squalls, heavy snow, snowstorm, etc. This option shall apply only to the part of the Goods and/or Services the quality, delivery and/or provision of which depend on natural conditions;

#### acts or omissions by the Buyer that prevent the proper and timely performance of the Seller's obligations under the Contract, including the Buyer’s delay to appoint specialists responsible for the performance of the obligations under the Contract, or the non-performance or improper performance of other obligations of the Buyer under the Contract;

#### failure to perform any function assigned to a state or municipal authority, body, office or organisation, or other entity by legal acts within the established (or reasonable) time limit;

#### protracted procurement procedures that make it impossible or extremely difficult to start and/or complete the delivery of the Goods and/or Services within the established time limit;

#### a delay, hindrances or obstructions arise which are beyond the Seller's control and responsibility and which are 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 Contract performed by the Seller);

#### instructions given by the Buyer to the Seller outside the scope of the Contract which affect the time limits for the fulfilment of the Seller's contractual obligations;

#### other cases provided for in the Special Terms and Conditions of the Contract, the Law on Public Procurement / Law on Procurement.

### Unless otherwise provided for in the Special Terms and Conditions of Contract, the time limit for the fulfilment of the contractual obligations may be extended for a maximum period of 6 months due to the circumstances set out in paragraph 4.2.7 of the General Terms and Conditions of the Contract. The Seller must contact the Buyer not later than within 10 days of occurrence of the above referred circumstances.

### When requesting an extension of the time limit for delivery of the Goods and/or provision of the Services, the Seller must justify the existence of the relevant conditions and their impact on the time limit for delivery of the Goods and/or provision of the Services. The time limit for delivery of the Goods and/or provision of the Services may be extended only for the period of existence of the above referred circumstances. For the extension of the time limit for delivery of the Goods and/or provision of the Services, the Parties shall enter into a written agreement which shall become an integral part of the Contract.

## Interpretation of the Contract

### The Contract shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

### Where the context of the Contract requires, the words used in singular may have the meaning of plural and vice versa.

### The headings of chapters in the Contract are only for convenience of reading and cannot be used directly for the interpretation of the Contract.

### For the purposes of interpretation and application of the Contract, the following order of precedence of the Contract documents shall be established:

#### Technical Specification;

#### Special Terms and Conditions of the Contract;

#### General Terms and Conditions of the Contract;

#### Explanations and clarifications of the Procurement Documents, if any;

#### Procurement Conditions;

#### Tender of the Seller.

### The time limits referred to in the Contract shall be calculated in calendar days, months and years, unless otherwise specified in the Contract.

### 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 specified in the Contract expires on a non-working day, the time limit shall be transferred to the next working day following it. Working hours (working time) shall be understood as the hours of the working day as published on the Buyer's website.

# FINAL PROVISIONS

## Declarations and warranties

### By signing the Agreement, both Parties declare and warrant that:

#### The Parties have concluded this Contract with the aim to implement its provisions and being able to actually perform the obligations set out in the Contract to the specified extent and within the set time limits;

#### they are solvent and financially capable of performing the Contract, their operations are not restricted, they are not subject to restructuring or liquidation proceedings, they have not suspended or limited their activities, and bankruptcy proceedings have not been initiated against them;

#### Possess all authorisations, decisions, consents and approvals necessary to enter into this Contract and to fully and properly perform the obligations assumed hereunder, and can produce them within a reasonable time limit set by the Buyer.

5.1.2. By signing the Contract, the Seller further declares and warrants that:

#### he has got familiarised with all the information and documents relating to the subject matter and object of the Contract necessary for the performance of his obligations under the Contract, and that such documents and the information contained therein is fully and completely sufficient to enable the Seller to ensure the proper and complete performance and quality of all the obligations under the Contract. The Seller confirms that he has examined, understood and verified the documents referred to in the Contract and provided to him in advance, and has ascertained that, to the best of the Seller's knowledge and belief, they do not contain any errors or other omissions which would prevent the proper and timely performance of the Seller's obligations;

#### he has all technical, intellectual, physical, organisational, financial and any other capabilities and qualities necessary and allowing him it to properly perform the terms and conditions of the Contract.

## Intellectual property

### The Seller undertakes to ensure that the Buyer shall have the right to use all Goods and/or the results of the Services transferred to him according to their purpose, at his discretion, freely (both in terms of time and territory), and without payment of any additional fee. The industrial and intellectual property rights to the items that will be transferred to the Buyer together with the Goods and/or the results of the Services shall be exercised by the Buyer in accordance with the terms and conditions of the licence of these items, to the extent this is not in conflict with the terms and conditions of the Contract.

### The Parties agree that any results of provision of the Services that the Seller, his designated employees, subcontractors or any other third parties will prepare or create in the performance of the Contract using and/or relying on the material, documents, information, etc., provided by the Buyer (hereinafter - the Works) shall become the exclusive property of the Buyer from the time of their creation. All industrial and intellectual property rights in the Works, including but not limited to: [1] reproduce the Work in any form or manner; [2] publish the Work; [3] translate the Work; [4] adapt, arrange, stage or otherwise process the Work; [5] distribute the original or copies of the Work by way of sale, lease, loan or any other form of ownership or possession as well as by way of importation, exportation, and [6] publicly display the original or copies of the Work; [7] perform the Work publicly in any ways and by any means; [8] broadcast, re-broadcast or otherwise make the Work publicly available (including by making it publicly available on computer networks (in the Internet)) and modify, adapt or otherwise alter the Work in any form or manner without the consent of the Seller, his employees or any third parties involved in the performance of the Contract. The rights referred to in this paragraph shall be transferred to the Buyer without any additional consideration for the full term of validity of those rights, not limited to the territory, to the maximum extent permitted by legal acts.

### In order to ensure the proper implementation of provisions of this Chapter, the Seller undertakes to enter into the necessary agreements with his designated employees, subcontractors and any third parties. The Seller further undertakes to hold the Buyer harmless from any claims by third parties in respect of the use of the intellectual property objects, where the Buyer uses such objects in conformity with the terms and conditions of the Contract.

## Confidentiality and personal data protection

### The Seller undertakes not to disclose, pass on or otherwise transfer to third parties any information obtained from the Buyer for the performance of the Contract, as well as any information created by the Seller in the performance of the Contract and the content of the Contract, regardless of the form in which such information is provided (hereinafter - the Confidential Information). The Seller shall comply with the obligation set out in this paragraph for a period of 10 years starting from the date of full implementation of the Contract.

5.3.2. The Confidential Information shall exclude the information that:

#### is, or was, at the time of its submission, in the public domain;

#### is obtained from a third party to which the Buyer does not impose any restrictions on its disclosure;

#### may not be treated as confidential under applicable requirements of legal acts;

#### is specified in writing as not confidential by the other Party;

### If the Seller has doubts about the confidentiality of information, he shall treat such information as Confidential Information.

### The Seller undertakes to protect the Confidential Information in a proper and reasonable manner, in accordance with applicable professional standards, and to use, reproduce and disclose it to its employees, members of its governing bodies, third parties (subcontractors, legal, financial, business and technical advisors), who will be bound by appropriate confidentiality obligations, only to the extent necessary to perform his obligations under the Contract.

### The Seller undertakes to inform the Buyer immediately of any unauthorised use or disclosure of the Confidential Information that has occurred or is imminent.

### The Seller's obligations under the Contract not to disclose the Confidential Information shall not apply where and to the extent that the Buyer is required by legal acts to disclose the Confidential Information to a competent governmental, municipal, or other authority, body, organisation or its representative, a court. If the Seller is required to disclose any part of the Confidential Information pursuant to applicable laws or regulations, the Seller shall promptly notify the Buyer in writing prior to disclosing such information.

### If the Seller has unlawfully disclosed the Confidential Information, the Seller shall pay the Buyer a fine of EUR 3,000 for each disclosure event and shall indemnify the Buyer against any direct loss suffered or incurred by the latter as a result thereof, to the extent that such loss or damage is not covered by the fine.

### Where the Confidential Information is in electronic form, the Seller undertakes to:

#### ensure that all computer workstations where in performing the Contract, the Confidential Information received in electronic form is handled are equipped with a legal and functioning version of anti-virus software;

#### ensure that the Confidential Information in electronic form is not transmitted and/or handled in the relevant service spaces on the Internet (e.g., Dropbox, Google Drive, One Drive), unless such services are provided to the Seller under corporate (non-personal use) agreements concluded with the producers (providers) of such services;

#### ensure that portable electronic media (e.g., USB sticks) containing Confidential Information are encrypted or stored in locked information storage devices (e.g., cabinets, safes, separate locked rooms) or otherwise protected against theft or loss of such devices.

### Each Party acknowledges and confirms that personal data referred to in the Contract will be processed solely for purposes related to the performance of the Contract and in observance of 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 are 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 (the General Data Protection Regulation).

## Conflict of interest

### The Seller undertakes to perform his duties impartially, honestly and properly, to avoid any conflict of interest and to behave in such a way as to raise no doubts about the existence of such a conflict, and withdraw from taking decisions that may give rise to a conflict of interest. Such conflict of interest may arise for economic, political, family, emotional or any other reasons.

### If circumstances arise which may give rise to a conflict of interest for the Seller, he shall immediately refrain from any actions in performing his functions which may give rise to a conflict of interest and shall immediately give a written notice of free form (or orally, and as appropriate, in the minutes of the meeting (sitting), of his withdrawal and/or abstention from, the relevant actions the performance of which may give rise to a conflict of interest. Such notice shall be given to the Buyer's representative specified in the Contract.

### The Seller undertakes not to use and not to allow others to use his post, position held personal gain, information relating to the activities of the Buyer for personal or other persons’ benefit, any of the Buyer's property, assets and rights, except in the interests of the Buyer and the Group and in accordance with the prescribed procedures.

## Language

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

### All documents provided by the Seller shall be in the Lithuanian language, unless otherwise specified in the Contract or agreed in writing by the Parties.

## Notices

### All notices required to be given under this Contract or under applicable legal acts shall be served on a Party to the Contract by hand delivery or by registered letter or electronic mail to the addresses specified in the Contract. In the case of sending by registered mail, notices shall be deemed to have been duly served 5 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 electronic mail during the Buyer's working hours shall be deemed received on the same working day, while notices sent by e-mail after working hours shall be deemed to have been received on the working day following the day of dispatch.

### The Party must notify the other Party in writing in advance of any change in its details. 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.

### Notices, requests, application, requests, invoices, deeds and correspondence sent by the Parties shall indicate the Contract number and date.

## Dispute settlement

### Any disputes, controversies or claims arising from or in connection with this Contract, its breach, termination or validity shall be settled by negotiation between the Parties.

### If the Parties are unable to resolve any dispute, controversies or claims by negotiations within 30 days, they shall be settled before courts of the Republic of Lithuania according to the registered office address of the Buyer.

## Transfer of rights

### The Buyer shall have the right to transfer his rights and/or duties arising from the Contract to a third party without a separate consent of the Seller. The Seller shall be informed of the transfer of rights and/or obligations to a third party by written notice.

### The Seller shall not be entitled to transfer his rights and/or duties under the Contract to third parties without the written consent of the Buyer. The breach of this condition shall be considered a material breach of the Contract.

### If the Seller fails to comply with this requirement, the Seller and the third party who has taken over the rights and duties shall be jointly and severally liable towards the Buyer.

## Waiver of rights

### Failure by the Parties to exercise their rights under the Contract shall not constitute a waiver of those rights, unless the Party waives those rights notifying about this in writing.

## Disclosure of information

### Upon the Buyer's request, the Seller shall provide all necessary information about the country of origin of the Goods, the manufacturer and its shareholders.

## Contract documents

### The Contract may be executed in several copies of equal legal force and constituting one and the same Contract.

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