**SERVICE PROCUREMENT – SALES CONTRACT NO.**

**SPECIAL TERMS OF CONTRACT**

**Amber Grid, AB** represented by the, (hereinafter referred to as the **Buyer**),

and

**Baringa Consulting Limited**, represented by, acting in accordance with the company's articles of association (hereinafter referred to as the **Seller**),based on the *(2023-PS-048) Procurement of consulting Services for the Development of the Long-Term Strategy for UAB “EPSO-G” group* procurement, carried out announced negotiated procedure method, conditions, the Seller's proposal, and the procurement results, have concluded this service procurement-sales contract (hereinafter referred to as the **Contract**). The Buyer and the Seller together hereinafter referred to as the "**Parties**," and individually as a "**Party**."

|  |  |  |
| --- | --- | --- |
| **1. Subject of the Contract** | 1.1. The Seller undertakes to provide the Buyer with the services specified in the Seller's proposal, which meet the requirements of the Technical Specification (hereinafter referred to as the **Services**), and the Buyer undertakes to settle with the Seller in accordance with the procedures and terms set out in the Contract for the Services provided. | |
| **2. Pricing, contract price, and payment procedure** | 2.1. The Contract is subject to a fixed price (for strategy preparation Services) and fixed rate pricing (for additional consulting Services). The rules for price revision of the purchased Services under the Contract shall not apply. The fixed price (and its components) stated in the proposal shall remain unchanged throughout the entire term of the Contract, except in the case of VAT changes (if applicable). In the event of a change in the VAT rate, the corresponding VAT amount stipulated in the Contract shall be adjusted accordingly. The fixed price includes all possible additional expenses. The fixed price includes VAT and all other taxes and fees that the Seller is required to pay under the laws and regulations. The Seller assumes all the risk if the Seller's costs related to the performance of this Contract increase due to unforeseen circumstances.  2.2. The conditions for the revision of the Contract’s fixed rate are provided in Clause 2.6 of the Contract. | |
| 2.3. Maximum price of the Contract: | 100.305,00 Eur without VAT  21.064,05 VAT  121.369,05 Eur with VAT |
|  | 2.3.1. Strategy preparation services | 74.300,00 Eur without VAT  15.603,00 VAT  89.903,00 Eur with VAT |
| 2.3.2. Additional consulting services | 26.005,00 Eur without VAT  5.461,05 VAT  31.466,05 Eur with VAT |
|  | 2.4. The Buyer shall settle the payment with the Seller for the Services actually rendered no later than within 30 days from the date of receiving a properly issued VAT invoice. The Seller provides VAT invoices for the rendered Services using the “E. sąskaita” electronic invoicing system (the “E-sąskaita” electronic service website is accessible at www.esaskaita.eu). | |
|  | 2.5. The contract price specified in Clause 2.3 of the Contract is the maximum amount for which the Buyer will acquire the Services.  2.6. The Contract includes the procedure for reviewing fixed prices:  2.6.1. Either Party to the Contract has the right during the term of the Contract to initiate a recalculation (change) of the prices specified in the Contract if the change in the Consumer Price Index (k), calculated as defined in Clause 2.6.5, exceeds 5 (five) percent. In conducting the recalculation, the Parties shall rely on the publicly available data of the Official Statistics Portal of the Statistics Lithuania (using the data source – https://osp.stat.gov.lt/statistiniu-rodikliu-analize?indicator=S7R271#/, “M702 “Consultancy activities”). The other Party is not required to provide an official document or confirmation issued by the Statistics Lithuania or any other institution.  2.6.2. The first recalculation of prices may be carried out upon a written request from either Party to the Contract, but not earlier than 6 (six) months from the date of the conclusion of the Contract. The frequency of price recalculations shall not exceed every 6 (six) months following the last recalculation of prices under the Contract (the last recalculation of prices is considered to be the date of entry into force of the last agreement on the review of prices under the Contract).  2.6.3. Prices are reviewed only for the part of the Contract that has not been redeemed, i.e., for the Services that have not been accepted by an act and paid for. Subsequent price recalculations cannot cover a period for which a recalculation has already been performed.  2.6.4. After the Parties reach an agreement, the recalculated prices excluding VAT shall apply to the Services that have not been actually accepted by an act and paid for prior to the date of the Party’s request for the other Party to review the prices.  2.6.5. The new price is calculated according to the formula:      a – current price (in EUR, excluding VAT) (if it has already been recalculated, then it is the price after the last recalculation)  a1 – recalculated price (in EUR, excluding VAT)  k – the change (increase or decrease) in the Consumer Price Index (lith. “Vartojimo prekės ir paslaugos”) calculated based on the change in prices of Consumer Goods and Services (%). The value of “k” is calculated using the formula:    Indnaujausias – the latest published Consumer Goods and Services index at the time of sending the request for price recalculation to the other Party.  Indpradžia – the Consumer Goods and Services index at the beginning of the period (month).  In the case of the first recalculation, the starting point (month) is the month of signing the Contract. In the case of subsequent recalculations, the starting point (month) is the month of the last used published index value.  2.6.7. Index values are taken with a precision of four decimal places for calculations. The calculated change (k) is used for further calculations rounded to one decimal place, and the calculated price “a” is rounded to two decimal places. | |
| **3. Place of Service Delivery** | 3.1. The Seller provides the Services at their place of business, remotely, and within Lithuania.  3.2. The Seller is responsible for using their own funds to travel and facilitate strategic sessions (described in section 5.7 of the Technical Specification) at the location in Lithuania specified by the Buyer. Up to 4 (four) strategic sessions are tentatively planned. The strategic sessions will be conducted as in-person meetings in Lithuania. Additionally, up to 1 (one), separate in-person presentation of the final strategy in Lithuania is tentatively planned. The total number of separate, in-person meetings in Lithuania will not exceed 5 (five).  3.3. When needed, the Seller must deliver the results of the Services (long-term strategy project) in person and/or remotely and participate in meetings organized by the Buyer. | |
| **4. Contract performance, deadlines** | 4.1. The Seller undertakes to provide the Services (strategy preparation): | within 5 (five) months from the effective date of the Contract. |
| 4.2. The Seller provides the Services (additional consulting services): | for a period of 12 (twelve) months from the effective date of the Contract. |
| **5. Order placement procedure** | 5.1. The procedure for providing additional consulting Services on strategic matters is as follows:  a) The Buyer submits a task to the Seller, describing the essence of the task and the requirements for the outcome;  b) Within no more than 5 (five) calendar days, the Seller provides a proposal indicating the duration of task completion, the resources involved, and the price of the services;  c) The alignment and confirmation of the Seller’s proposal should not exceed 7 (seven) calendar days from the date of the Seller’s proposal submission;  d) The execution of the order begins only after the Seller receives the Buyer’s order and confirmation from the authorized person of the Buyer, which is confirmed by the Seller via email;  e) The provided additional consulting Services must be of quality and delivered in accordance with the agreed deadlines with the Buyer;  f) Additional consulting Services are accepted within a 30 calendar day period, upon the Seller submitting the acceptance and handover document of the Services.  g) Quality provided in additional consulting Services must be accepted by the Buyer no later than 5 (five) calendar days from the day of Service provision, while signing the acceptance and handover document of the Services.  h) Payment for the provided additional consulting Services on strategic matters is carried out according to the procedure and terms specified in clause 2.4.  5.2. The Buyer can acquire additional consulting Services only after obtaining the approval of UAB “EPSO-G.”  5.3. The Buyer is not obliged to acquire additional consulting Services, and these Services will be acquired only based on the need and selected scope. | |
| **6. Responsibility** | 6.1. If the Seller fails to provide the Services within the agreed deadlines specified in the Contract, including the submission of documents related to the Services, upon the Buyer’s written demand, the Seller shall pay the Buyer a penalty of 100 (one hundred) EUR excluding VAT for each calendar day of delay. The Buyer has the right to unilaterally deduct the penalty amount from the sums payable to the Seller, notifying the Seller accordingly.  6.2. If the Seller is delayed in providing the Services for 30 calendar days, it shall be considered a material breach of the Contract, and the Buyer shall have the right to unilaterally terminate the Contract, without recourse to the court.  6.3. In the event that the Seller provides the Services of poor quality and/or fails to rectify deficiencies in the provision of the Services within 10 (ten) calendar days, upon the Buyer’s written demand, the Seller shall pay the Buyer a penalty of 50 (fifty) EUR for each day of delay.  6.4. If the Buyer identifies deficiencies in the quality of the Seller’s provided Services for more than 2 (two) consecutive times and submits a written claim, it shall be considered a material breach of the Contract, and the Buyer shall have the right to unilaterally terminate the Contract, without recourse to the court.  6.5. Contractual penalties (late payment interests and/or fines) stipulated in the Contract are recognized as pre-determined minimum damages by the Parties in the event that the other Party violates the respective contractual condition, and the amount of damages to the affected Party does not need to be proven. The total amount of penalties applied to the Party under the Contract is limited to 20 (twenty) percent of the total amount of the Contract price without VAT.  6.6. Payment of penalties to the affected Party does not preclude the right to claim compensation for damages not covered by the penalties. The liability limitation provisions specified in the Contract do not apply to damages caused intentionally, due to gross negligence.  6.7. The liability of the Parties under this Contract is limited to direct losses (except for the provisions on breach of confidentiality) – neither Party shall be held liable to the other Party for loss of profits, for losses arising from a contract entered into by a Party with a third party, or for any other indirect loss or damage related to the Contract.  6.8. Seller will not be liable for any changes that either the Buyer or third party might make in the results of the Services deliverables upon submission of the final version to the Buyer. | |
| **7. Obligations of the Parties** | 7.1. Specialists specified in the Seller’s proposal and in the Evaluation criteria Assessment must participate in the execution of the contract. During the execution of the Contract, the project coordinator appointed by the Seller must adhere to the principles presented during the interview – the proposed methodology, the course of service provision, and other relevant aspects.  7.2. The Seller has the right to change the team of specialists or its member only upon obtaining written consent from the Buyer and providing documents justifying the compliance of the specialists with the requirements specified in the procurement conditions.  7.3. The Buyer has the right to initiate the replacement of a team member of the Seller who improperly performs the obligations stipulated in the Contract, specifying the reasons for such request. In such a case, the Seller must propose a new team member with no lower competence than the previous one.  7.4. If the specialist specified in the Seller’s proposal for the procurement of Services (for whom points were assigned to the Seller in the economic benefit assessment) is changed or an additional specialist is engaged without the Buyer’s consent, or if the Seller provides the Services with a specialist not specified in the Seller’s proposal, the Seller shall pay a penalty of EUR 1000 (one thousand euros) to the Buyer and immediately replace the unsuitable specialist with a suitable one, and if necessary, obtain the Buyer’s consent.  7.5. The Parties agree that the violation of the procedure for changing the specialist dedicated to the performance of the Contract, as established in the Contract, shall be considered a material breach of the Contract. | |
| **8. Intellectual property** | 8.1. All property rights to all intellectual property objects and/or creative outputs created in the provision of the Services shall exclusively belong to the Buyer throughout the validity period of these rights in the Republic of Lithuania and abroad.  8.2. The Seller shall retain sole and exclusive ownership of and all intellectual property rights (including but not limited to copyright) in all know-how, computer software, computer programs, drafts, documents, information, material, inventions, patents or designs owned by the Seller which the Seller may use to provide the Services. | |
| **9. Confidentiality** | 9.1. The Parties agree to keep this Contract and any information transmitted between them confidential five (5) years after the termination of the agreement , regardless of whether such information is provided orally or in writing. The Parties agree not to disclose any confidential information to any third party without the prior written consent of the disclosing Party, except for the use of information between the Buyer/Seller, its shareholder, and Group companies, as well as not to use confidential information for personal or third-party needs, except in cases where such information must be provided in accordance with the laws of the Republic of Lithuania or the laws applicable to the Seller”  9.2. The Parties also agree that the Buyer, without the prior written consent of the Seller, shall have the right to disclose the results of the work obtained from the Seller under the Contract at its discretion.  9.3. All information provided by the Buyer to the Seller is considered confidential, unless the Buyer confirms in writing that certain provided information is not confidential.  9.4. Confidential information includes:  9.4.1. information expressed in electronic form, in writing, or by any other means obtained during the performance of the Contract;  9.4.2. data, personal data, electronic data, archived information, and other information prepared by the Party’s employees.  9.5. The person to whom the Party discloses confidential information must undertake confidentiality obligations in accordance with the provisions of this article and use such information only for the purpose for which it was provided. The provisions of this paragraph do not apply to information that is or becomes publicly available other than through a breach of the Contract or is obtained or must be disclosed in accordance with legal requirements.  9.6. The Party that violates the obligations set forth in this Contract – to keep confidential information and not to disclose it – must compensate the other Party for the losses caused by such breach and take all reasonable actions to remedy the consequences of such disclosure in the shortest possible time.  9.7. The Parties acknowledge, agree, and undertake not to disclose, publicize, or transfer confidential information to third parties, to use such information solely for the purpose of performing the Contract, and upon the expiration or termination of the Contract, at the request of the other Party, to return confidential information to the other Party or destroy the provided information. The obligation of confidentiality is indefinite.  9.8. The Party that violates the confidentiality obligation set forth in the Contract undertakes, at the reasonable request of the other Party, to pay a penalty of EUR 10,000.00 and compensate all direct and indirect losses incurred by the other Party, to the extent not covered by the specified penalty. | |
| **10. Validity of the contract** | 10.1. The Contract enters into force upon its signature by the authorized representatives of the Parties and is valid for a period of 13 (thirteen) months from the date of its signing, including the period for payment for the provided Services. | |
| **11. Bank guarantee** | 11.1. Not applicable.’ | |
| **12. Subcontracting** | 12.1. Direct payment option with subcontractors is provided, and a draft of the tripartite agreement is attached. | |
| **13. Annexes** | 1. Technical specification. 2. General Terms and Conditions of the Contract. 3. Seller’s proposal. 4. Confidentiality commitment. 5. Draft of the tripartite agreement. 6. The acceptance and handover document of the Services. 7. List of specialist. 8. Information about sub-suppliers. | |
| **14. Responsible individuals** | 14.1. The responsible persons appointed by the Parties for resolving issues related to the execution of the Contract are as follows:   |  |  | | --- | --- | |  |  | |  |  | |  |  | |  |  |   14.2. The responsible person appointed by the Buyer for the publication of the Contract and its amendments: | |
| **15. Other conditions** | 15.1. The General Terms and Conditions are amended by adding subparagraph m) to point 4.2.3, which is formulated as follows: "m) if the data controller substantially or persistently violates the agreement on personal data processing, as provided for in point 25 of such agreement, or breaches its obligations under Regulation (EU) 2016/679."  15.2. Subparagraph d) of point 3.5.3 of the General Terms and Conditions is amended and formulated as follows: "d) disputes between the parties shall be resolved in the courts of the Republic of Lithuania."  15.3. Point 3.1.2, 1.12, 2.2.3., 5.8. of the General Terms and Conditions is not applicable.  15.4. The Buyer, based on Article 6.721 of the Civil Code, has the right to unilaterally terminate the Contract at any time by giving written notice to the Seller at least 30 (thirty) calendar days in advance. In this case, the Buyer must pay the Seller a part of the price proportionate to the Services properly provided and compensate for other reasonable expenses incurred by the Seller in order to fulfil the Contract before receiving notification of termination from the Buyer.  15.5. The Seller, based on Article 6.721 of the Civil Code, has the right to unilaterally terminate the Contract only for important reasons by giving written notice to the other Party at least 30 (thirty) calendar days in advance. In this case, the Seller must fully compensate the Buyer for the incurred losses.  15.6. In the performance of this Contract, the Parties shall be guided by the terms of this Contract and the General Conditions of Service Provision, which are an integral part of this Contract. In the event of discrepancies or contradictions between the Special Conditions of the Contract and the General Conditions of Service Provision, these Special Conditions shall prevail.  15.7. The Services are provided in writing or orally in English language.  15.8. The Contract is signed in the Lithuanian/English languages in two (2) copies, each with equal legal force, one for each Party. The Contract may be signed by qualified electronic signatures. | |

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| --- | --- |
| **BUYER**  **Amber Grid, AB**  ADDRESS: Laisvės Ave. 10, Vilnius LT-04215  COMPANY NUMBER: 303090867  VAT NUMBER: LT100007844014  BANK ACCOUNT NO. LT71 7044 0600 0790 5969  Bank: AB SEB Bank  BanK CODE: 70440  PHONE. NO. +370 5 236 0855  E-MAIL.: [info@ambergrid.lt](mailto:info@ambergrid.lt) | **SELLER**  **Baringa consulting limited**  ADDRESS: 62 Buckingham Gate, London, SW1E 6AJ  COMPANY NUMBER: 08915935  VAT NUMBER: GB 135 5325 27  BANK ACCOUNT NO. GB52NWBK60720452697231  Bank: NATIONAL WESTMINSTER BANK PLC  BanK CODE: NWBKGB2L  PHONE. NO. [0345 788 8444](https://www.google.com/search?q=national+westminster+bank+plcPLC%2C+Chatham+NW+Service+Centre%2C+Western+Avenue%2C+Waterside+Court%2C+Chatham+Maritime%2C+Chatham%2C+Kent%2C+ME4%2C+4RT&oq=national+westminster+bank+plcPLC%2C+Chatham+NW+Service+Centre%2C+Western+Avenue%2C+Waterside+Court%2C+Chatham+Maritime%2C+Chatham%2C+Kent%2C+ME4%2C+4RT&gs_lcrp=EgZjaHJvbWUyBggAEEUYOTIICAEQABgWGB4yCAgCEAAYFhgeMggIAxAAGBYYHjIICAQQABgWGB4yCAgFEAAYFhgeMggIBhAAGBYYHjIICAcQABgWGB4yCAgIEAAYFhge0gEINjgyM2owajGoAgCwAgA&sourceid=chrome&ie=UTF-8)  E-MAIL.: |
|  |  |

Annex 5. Trilateral Agreement on direct settlement with the sub-supplier

**TRILATERAL AGREEMENT**

**ON DIRECT SETTLEMENT WITH THE SUB-SUPPLIER**

**\_\_\_\_ d. \_\_\_\_\_\_\_\_\_\_ m. 20\_\_\_**

**Vilnius, No \_\_\_\_\_\_\_**

**Buyer’s name]** (hereinafter – the Buyer), a company established and operating under the laws of the Republic of Lithuania, legal entity code [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], registered office address [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Republic of Lithuania, data collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [*position, forename, surname*], acting on the basis of [*representation basis*],

**[Supplier’s name]** (hereinafter – the Seller), a company established and operating under the laws of the Republic of Lithuania, legal entity code [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], registered office address [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Republic of Lithuania, data collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [*position, forename, surname*], acting on the basis of [*representation basis*], and

**[Sub-supplier’s name]** (hereinafter – the Sub-supplier), a company established and operating under the laws of the Republic of Lithuania, legal entity code [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], registered office address [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], Republic of Lithuania, data collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by [*position, forename, surname*], acting on the basis of [*representation basis*],

Hereinafter, the Buyer, the Seller and the Subcontractor are each individually referred to as the Party and collectively - the Parties

Whereas:

* On \_\_ \_\_\_\_\_\_\_ 20\_\_ , the Buyer and the Seller concluded Contract No \_\_\_\_\_\_\_\_\_\_\_ on Purchase and Sale of (to specify the subject matter of the contract) (hereinafter – the Contract);
* For the part of the Contract, i.e. (to specify the services / goods / works being transferred), the Seller has involved the Sub-supplier, indicated in the Annex “Information on Sub-suppliers” accompanying the tender / application or, if the Sub-supplier was not known at the time of the submission of the Tender/Application or has been changed or newly engaged during the performance of the Contract, is indicated in the Seller’s notice regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_ \_\_\_\_\_\_\_ 20\_\_;
* Article 96(2) of the Law of the Republic of Lithuania on Procurement by Contracting Authorities Operating in the Water Management, Energy, Transport or Postal Services Sectors (hereinafter – the LP) provides for the right of the sub-supplier to benefit from the direct settlement possibility;
* By Letter of \_\_ \_\_\_\_\_\_\_ 20\_\_ , the Buyer informed the Sub-supplier of the direct settlement possibility;
* By Letter of \_\_ \_\_\_\_\_\_\_ 20\_\_ , the the Sub-supplier a request to receive direct settlement for the provided services / goods / works;

and with a view to establishing arrangements for direct settlement with the Sub-supplier under paragraph (to specify the paragraph number),

have concluded this trilateral agreement for direct settlement with the Sub-supplier (hereinafter - the Trilateral Agreement).

1. **SUBJECT MATTER OF THE TRILATERAL AGREEMENT**
   1. The Buyer undertakes to make direct settlement with the Sub-supplier for the provided services / goods / works under the terms, conditions and procedure specified in the Trilateral Agreement.
2. **EPRESENTATIONS AND WARRANTIES OF THE PARTIES**
   1. Each Party represents and warrants to the other Parties that:
      1. The Party has performed all legal actions necessary for the proper conclusion, validity and implementation of the Trilateral Agreement;
      2. by entering into the Trilateral Agreement, the Party does not exceed its competence, and the conclusion of the Trilateral Agreement and the performance of the obligations assumed by the Parties under the Trilateral Agreement are not contrary to and do not contravene: (i) any decision, order, regulation, or instruction of any court, arbitration, or any state or municipal authority to which the Parties are subject; (ii) any contract or other transaction to which the Party is a party; or (iii) the provisions of any law, or other regulatory enactment applicable to the Parties;
      3. the Party’s representatives signing the Trilateral Agreement are duly authorised by the Party to sign the Trilateral Agreement, and the personal data of the Parties and/or their representatives necessary for the proper conclusion of the Trilateral Agreement shall not be considered confidential information;
      4. the Trilateral Agreement constitutes a valid, legal and binding obligation of the Party, enforceable in accordance with the terms and conditions of the Trilateral Agreement;
      5. On the date of entry into force of the Trilateral Agreement, the terms and conditions of the Trilateral Agreement are clear to the Parties and enforceable;
      6. The Trilateral Agreement is concluded on the basis of the provisions of the Contract, the LP and other legal acts. In the event of any inconsistency between the terms and conditions of the Trilateral Agreement and the requirements set out in the LP, the provisions of the LP shall apply. The Parties acknowledge and confirm that the provisions of the Trilateral Agreement are not contrary to the provisions of the Contract.
3. **SETTLEMENT ARRANGEMENTS**

3.1. The amount of each payment to the Sub-supplier shall be determined on the basis of the scope and value of the services / goods / works actually provided.

3.2. The scope and value of the services / goods / works provided by the Sub-supplier shall be specified in the Deed of Acceptance and Transfer of Services / Goods / Works (hereinafter – Deed). The Deed shall be drawn up in three copies and signed by representatives of the Buyer, the Seller and the Sub-supplier.

3.3. The Sub-supplier shall sign the Deed and submit it to the Seller for signature before submitting it to the Buyer for signature. By signing the Deed, the Seller and the Sub-supplier confirm that they agree to the scope and value of the services / goods / works provided by the Sub-supplier as set out therein, and to the direct settlement with the Sub-supplier.

3.4. The Buyer shall, within 5 working days of receipt of the Deed, either check and sign it or reject it and submit reasoned observations and give a reasonable period of time to correct the deficiencies. After the Sub-supplier has corrected the deficiencies in the Deed, the Buyer shall sign the Deed and return one copy to each of the Seller and the Sub-supplier.

3.5. By signing the Deed, the Parties acknowledge the fact of the provision of the services / goods / works referred to in the Deed, but the signing of the Deed does not imply that the provided services / goods / works are without deficiencies and does not relieve the Seller of the liability for any deficiencies in the accepted services / goods / works identified later.

3.6. The Sub-supplier shall generate an electronic invoice and submit it together with the Deed to the Buyer by the means of the Buyer's choice only after receipt of the Deed which has been agreed and signed by all the Parties without reservation: the Sub-supplier may submit electronic invoices complying with the requirements of EU Directive 2014/55 or submit electronic invoices in a different format using the electronic service “E-Invoice” (the website of the electronic service “E-Invoice” can be found at the address: [www.esaskaita.eu](http://www.esaskaita.eu)). If the Sub-supplier submits the invoice by other means, the Buyer shall not pay such invoice.

3.7. The Buyer shall transfer the amount due to the Sub-supplier to the Sub-supplier's bank account specified in the Trilateral Agreement not later than within 30 days of the date of receipt of the duly submitted invoice from the Sub-supplier.

3.8. All settlements under the Trilateral Agreement shall be made in euro.

3.9. The Seller shall have the right to object to any unjustified payments under the Trilateral Agreement.

1. **LIABILITY OF THE PARTIES**

4.1. The Parties undertake to duly perform their obligations under the Trilateral Agreement and to refrain from any action which might cause damage to each other or make it more difficult for the other Parties to fulfil their obligations.

4.2. The Seller shall be liable to the Buyer for the non-performance or improper performance of the Sub-supplier’s obligations, and to the Sub-supplier for the non-performance or improper performance of the Buyer’s obligations.

4.3. The Buyer and the Sub-supplier may not make any monetary claim against each other in respect of a breach of the contracts entered into by each of them with the Seller.

1. **TERMINATION OF THE TRILATERAL AGREEMENT**

5.1. The Trilateral Agreement shall automatically terminate, when:

5.2.1. the Sub-supplier notifies the Buyer in writing that he refuses the direct settlement method;

5.2.2. the Seller and the Sub-supplier terminate the sub-supply contract and notify the Buyer thereof in writing;

5.2.3. the Contract is terminated.

1. **ENTRY INTO FORCE AND VALIDITY OF THE AGREEMENT**

6.1. The Trilateral Agreement shall enter into force on the date of signature by all Parties and shall remain effective until the full discharge of the contractual obligations, but not beyond the term of the Agreement, or until the termination of the Trilateral Agreement.

1. **PERSONS RESPONSIBLE FOR THE PERFORMANCE OF THE TRILATERAL AGREEMENT**

7.1. The Parties designate the following persons responsible for the performance of the Trilateral Agreement:

|  |  |  |
| --- | --- | --- |
| **Buyer’s responsible person** | **Seller’s responsible person:** | **Sub-supplier’s responsible person:** |
| *(position, forename, surname)* | *(position, forename, surname)* | *(position, forename, surname)* |
| Phone: | Phone: | Phone: |
| Email: | Email: | Email: |

1. **FINAL PROVISIONS**

8.1. All relationship between the Parties under the Trilateral Agreement and not covered by its clauses shall be governed by the laws and other legal acts of the Republic of Lithuania.

8.2. The Seller understands and agrees that the amount payable under the Contract shall be reduced by the amount to be paid under the Trilateral Agreement directly to the Sub-supplier. The amount paid directly to the Sub-supplier under the Trilateral Agreement may not be included in the Seller’s invoice to the Buyer.

8.3. The Seller and the Sub-supplier may not assign their rights and obligations under the Trilateral Agreement.

8.4. The Parties undertake to settle through negotiations any disputes concerning the performance of the Tripartite Agreement. If the Parties are unable to settle disputes through negotiations, such disputes shall be settled before the courts of the Republic of Lithuania according to the procedure established by the legal acts.

8.5. The Trilateral Agreement is drawn up in three copies of equal legal value, one copy for each of the Parties.

Annex 6. Acceptance and handover document of the services

**ACCEPTANCE AND HANDOVER DOCUMENT OF THE SERVICES**

**(date)**

|  |  |
| --- | --- |
| **The Client (accepts the service results):** | **The Executor (transfers the service results):** |
| **(name)**  Legal entity code:  (address)  Tel.:  Email:  Account No.: (specify)  (bank name), code | **(name)**  Legal entity code:  (address)  Tel.:  Email:  Account No.: (specify)  (bank name), code |

1. The Executor transfers, and the Client accepts these services:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Line No.** | **Title and Technical Specifications** | **Unit of Measurement** | **Quantity Fulfilled** | **Unit Price, Eur excluding VAT** | **Total for Quantity Fulfilled, Eur excluding VAT** | **Total VAT Amount for Quantity Fulfilled** | **Total Amount, Eur including VAT** |
|  |
| **1** | **2** | **3** | **4** | **5** | **6** | **7** | **8** |  |
| **1** |  | | | | | | |  |
| 1.1. |  | unit |  |  |  |  |  |  |
|  |  |  |  | **Total sum:** |  |  |  |  |

2. By this document, the parties to the contract confirm that they have no claims against each other regarding the quality of the services specified in this service acceptance and handover document.

|  |  |  |
| --- | --- | --- |
| **The Client:** |  | **The Executor:** |
| (signature) |  | (signature) |
| (Job title, Name, Surname) |  | (Job title, Name, Surname) |