



**SERVICES SALE AND PURCHASE CONTRACT NO. VPP-3849**  
**SPECIAL CONDITIONS OF THE CONTRACT**

AMBER GRID AB, represented (the “**Buyer**”),  
 and

Orbital Eye B.V., represented , (the “**Supplier**”),

on the basis of the tender submitted by the Supplier and the results of the Procurement, have concluded the present Sale and Purchase Contract (the “**Contract**”). The Buyer and the Supplier hereinafter shall be collectively referred to as the “**Parties**” and individually as “**Party**”.

<b>1. Subject Matter of the Contract and Details of the Procurement</b>	
1.1. The Supplier undertakes to provide the Buyer with the services set out in the Supplier’s tender, which meet the requirements of the Technical Specification (the “ <b>Services</b> ”), at the address specified in the Technical Specification, and the Buyer undertakes to accept the Services and to pay for them in accordance with the terms and conditions set out in the Contract.	
1.2. Subject matter of the Contract (name of the Procurement): (VPP-3849) THE SATELLITE TRACKING OF MGP PROTECTION ZONE BY AMBER GRID AB	
1.3. Procurement method and number: without an announced survey.	
<b>2. Contract Price and Payment Procedure</b>	
2.1. Contract price calculation method: fixed price.	
2.2. The contract price is the price quoted in the Supplier’s tender:	15 000,00 EUR, exclusive of VAT 0,00 VAT 15 000,00 EUR with VAT
2.3. The Buyer shall pay the Supplier for the Services no later than 30 days/days from the date of receipt of a duly submitted invoice.	
<b>3. Entry into Force of the Contract, Duration/Deadlines of the Services, Extension of the Contract</b>	
3.1. Additional Conditions for entry into force of the Contract: not applicable.	
3.2. The Supplier shall provide the Services no later than within 12 month(s) of the date of entry into force of the Contract.	
<b>4. Subcontracting</b>	
4.1. A direct settlement option with subcontractors is applicable; a draft tripartite contract is attached.	
<b>5. Contract Performance Security by a Bank Guarantee or a Letter of Surety</b>	
5.1. A bank guarantee or a letter of surety to secure the performance of the Contract is: not applicable.	
<b>6. Penalties (Fines/Interest)</b>	
6.1. The Contract shall be subject to the penalties set out in the General Conditions of the Contract.	
<b>7. Other Provisions of the Contract</b>	
7.1. Obtaining Consent to work in operating natural gas transmission system facilities and/or in their protection zone: this paragraph does not apply.	
<b>8. Conversion of the Price (Rates)</b>	
8.1. The section does not apply.	
<b>9. Annexes</b>	
1. General Conditions of the Contract.	
2. Supplier’s Tender Form.	
3. Draft Tripartite Agreement.	
<b>10. Responsible Persons</b>	

10.1. For the resolution of matters relating to the performance of the Contract, the Parties shall appoint the following responsible persons who shall have the right to sign letters arising from the implementation of the Contract, but shall not have the right to amend and/or supplement the conditions of the Contract (unless the persons are authorised by powers of attorney to perform such actions):

**Responsible Person of the Buyer:**

**Responsible Person of the Supplier:**

10.2. The person designated by the Buyer for making the Contract and its amendments public:

**BUYER**

Address: Laisvės Ave. 10, Vilnius LT-04215  
Company number: 303090867  
VAT ID: LT100007844014  
Account No. LT71 7044 0600 0790 5969  
Bank: AB SEB Bank  
Bank code: 70440  
Telephone number +370 5 236 0855  
EMAIL: info@ambergrid.lt

**SUPPLIER**

Address: Olof Palmestraat 14, 2616 LR Delft  
Company number: 55618898  
VAT ID: NL851789250B01  
Account No. NL94ABNA0464253284  
Bank: ABN AMRO  
Bank code: ABNANL2A  
Tel. +31152152992  
Email: info@orbitaleye.nl

The date shall be specified when the Contract is not signed electronically

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

### 1. MAIN PROVISIONS

#### 1.1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.3. Responsible Persons**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.7. Suspension**

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

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

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

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

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

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

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

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

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

## 2. PRICE AND PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **2.2. Payment**

2.2.1. The electronic invoice (including, if applicable, the advance electronic invoice) and the documents related to the payment shall be submitted by the means chosen by the Supplier: the Supplier may submit an electronic invoice complying with the requirements of the EU Directive 2014/55, or submit an electronic invoice in a different format using the information system E-invoice („E. sąskaita“) or "SABIS" (from 1 September 2024 - only "SABIS") administered by State Enterprise Centre of Registers.

2.2.2. The time of issuing the invoice:

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

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

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

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

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

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

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

## **3. LIABILITY**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **4. CONTRACT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

4.3.2.4. The other Party, through its own fault, is unable and/or refuses to perform its contractual obligations, or any part thereof, irrespective of the value of such part;

4.3.2.5. If, at the Party's request, the other Party fails to provide evidence to rebut the circumstances that may lead to the termination of this Contract;

4.3.2.6. The other Party violates the provisions of the Contract governing the protection of personal data, intellectual property or the management of confidential information;

4.3.3. The Buyer shall have the right to terminate the Contract unilaterally by giving the Supplier a notice at least ten (10) days in advance:

4.3.3.1. If the Supplier assigns the rights and obligations arising from the Contract to third parties without the Buyer's written consent;

4.3.3.2. If the Supplier fails to comply with the requirements set out in paragraph 1.4.2 of the General Conditions of the Contract;

4.3.3.3. If the Supplier commits a material breach of the Contract;

4.3.3.4. If the Buyer receives an instruction/recommendation to terminate the Contract from the authorities involved in procurement management.

4.3.4. The Parties shall also have the right to terminate the Contract in other cases specified in the General Conditions and in the Special Conditions of the Contract, as well as in the cases specified in Articles 6.217 and 6.721 of the Civil Code of the Republic of Lithuania;

4.3.5. Where a Party remedies the breach or the circumstances giving rise to the start of the termination procedure of the Contract have ceased to exist, the Contract shall not be terminated and the termination notice shall cease to have effect if the Party that remedied the breach informs the other Party accordingly.

4.3.6. In the event of termination of the Contract due to the Supplier's fault, the Supplier shall not be entitled to compensation for any damages incurred in addition to the remuneration due to the Supplier for the Services purchased (accepted) by the Buyer.

#### 4.4. Interpretation of the Contract

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

4.4.2. In the Contract, where the context requires it, words in the singular may have a plural meaning, and vice versa.

4.4.3. The headings of the sections of the Contract are for ease of reading only and cannot be used directly to interpret the Contract.

4.4.4. For the purposes of the interpretation and application of the Contract, the order of precedence of the documents of the Contract shall be as follows:

4.4.4.1. The Technical Specification (including explanations and clarifications, if any);

4.4.4.2. The Special Conditions of the Contract;

4.4.4.3. The General Conditions of the Contract;

4.4.4.4. The Procurement Documents (including explanations and clarifications, if any) (excluding the Technical Specification);

4.4.4.5. The Tender.

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

4.4.6. The working days referred to in the Contract shall be understood as any day from Monday to Friday, excluding public holidays as defined in the Labour Code of the Republic of Lithuania. If the time limit referred to in the Contract ends on a day off, the time limit shall be postponed to the first working day thereafter. Working hours (working time) shall be understood as the hours of the working day as published on the Buyer's website.

### 5. FINAL PROVISIONS

#### 5.1. Representations and Warranties

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

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

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

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

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

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

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

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

## **5.2. Intellectual Property**

5.2.1. All results and related rights acquired in the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, shall be the property of the Buyer and shall pass to the Buyer as from the moment of the handover and acceptance of the Services without any limitation, and may be used, published, assigned or transferred by the Buyer to third parties without the Supplier's express consent, unless otherwise provided for in the Special Conditions of the Contract, or the intellectual property rights are not transferable by virtue of the nature of the Services and/or the exclusivity of the rights, patents, etc.

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

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

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

5.3.2. Confidential Information shall not include the following:

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

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

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

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

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

5.3.4. Each Party acknowledges and confirms that the personal data referred to in the Contract will be processed solely for purposes related to the performance of the Contract and in accordance with strict confidentiality obligations and requirements for the protection of personal data. The requirements for the processing of personal data, the rights of data subjects and the obligations of data controllers shall be governed by Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

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

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

#### **5.4. Language**

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

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

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

#### **5.5. Notices**

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

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

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

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

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

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

### **5.7. Transfer of Rights**

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

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

### **5.8. Waiver of Rights**

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

COSMIC-EYE demonstration  
for Amber Grid  
30 July 2024





Reference : 24033\_OE\_CE\_AG\_01

Version: 1.0

Date: July 30, 2024

## Introduction

Amber Grid is interested in deploying satellite-based monitoring for its wider pipeline corridor (400m). Currently, a corridor of up to 50m is monitored multiple times per year, but Amber Grid also wants to start monitoring the wider corridor using satellite data. In this document, a proposal for demonstrating Orbital Eye's satellite-based monitoring COSMIC-EYE to Amber Grid is provided.

## About COSMIC-EYE

COSMIC-EYE is the monitoring service developed by Orbital Eye which enables pipeline operators to monitor their grid. Using radar- and multispectral satellite data, changes in the pipeline corridor, that could potentially affect or be a threat to the pipeline, are detected. Intelligent algorithms subsequently filter out irrelevant changes. After filtering, imagery from optical satellites is automatically acquired for locations of relevant changes. This optical imagery helps pipeline operators to further analyse the detected activity and to assess whether a further follow-up is required. Detected activities are all visualized, along with optical imagery, in the web-based COSMIC-EYE application.

## Scope of Work

Amber Grid has indicated that it wants to test out satellite-based monitoring before winter 2024-2025 starts. Besides, Amber Grid has expressed interest in seeing the difference between 30cm and 50cm optical data. Therefore, Orbital Eye proposes the following scope:

- **Monitoring of 100km pipeline, divided in 2 segments of ~50km (segment 1 and segment 2)**
- **Scope both segments:**
  - Monitoring of a 400m wide corridor (200m either side) to detect activities of relevance, such as construction works, storage, excavations, etc.
  - Access to the COSMIC-EYE web application, in which Customer can see all detected activities, along with the optical imagery, description, metadata, etc.
  - Training for Amber Grid personnel that will be working with COSMIC-EYE (up to 2 trainings with maximum 8 persons per training)
  - Performance analysis after provisioning of last report, including at least:
    - Statistics about detected activities (types, frequency, etc.)
    - Recommendations for future implementation
  - Support during business hours (8.00 – 18.00 CEST)
- **Scope segment 1:**
  - Optical base map (50cm) for the entire segment at start of monitoring
  - 2 reports with newly detected activities
    - First report end of September 2024
    - Second report end of October 2024
  - 50cm optical data for the locations of detected activities
- **Scope segment 2:**
  - Optical base map (30cm) for the entire segment at start of monitoring
  - 1 report with newly detected activities
    - At the end of October 2024
  - 30cm optical data for the locations of detected activities





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## Availability optical satellite data

Acquisition of optical data is dependent on cloud conditions and ability of satellite operators to capture the area of interest. Based on Orbital Eye's experience with satellite-based monitoring, and conversations with satellite operators, the delivery of optical data as proposed in the Scope of Work (i.e., 30cm and 50cm optical base maps, and optical data for locations of interest at moment of reporting) is foreseen to be feasible. Would Orbital Eye foresee during monitoring that the optical data delivery as proposed will be not be feasible, then Orbital Eye will inform Amber Grid as early as possible and will propose an alternative solution. For example, in case 30cm data turns out to not be available, an extra report based on 50cm data might be provided.

Note that the detection capabilities of COSMIC-EYE are not dependent on the availability of optical data. As Orbital Eye also uses radar- and multispectral satellite data for detection of activities, sufficient satellite data for the pipeline segments to be monitored will be collected during the months of monitoring to detect relevant activities.

## Timeline

After a purchase order has been received, Orbital Eye needs a 2-week set-up period for the COSMIC-EYE service. In order to ensure two full months of monitoring (September and October), a purchase order thus needs to be received before mid-August. In case a purchase order will be received after mid-August, an alternative timeline can be agreed upon in consultation with Amber Grid.



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## Financial Terms and Conditions

In below table, the costs for the above-described scope of work are presented.

COSMIC-EYE demonstration				
Option	Monitoring period	Pipeline corridor length (km)	Reporting frequency	Total Costs
#1	September & October 2024	100 (2 segments of ~50km)	Segment 1: monthly Segment 2: bimonthly	€15.000, -

### Invoice schedule

Invoice number	Milestone	Amount
#1	Receival of purchase order	50% of total costs
#2	Upon completion of monitoring	50% of total costs



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## Specific Legal Terms and Conditions

Additional to our general terms and conditions, we would like to highlight the following topics that are applicable to this proposal.

### Article 1: Insurance

1.1 If additional insurances need to be acquired or insurance coverage needs to be increased, on top of Orbital Eye's insurances in place, then the additional costs can be charged to Amber Grid. Amber Grid will be informed in advance and must agree to these costs before the insurances are acquired or increased.

### Article 2: COSMIC-EYE

2.1 The COSMIC-EYE monitoring service is based on the infrastructure of the Sentinel-1, and Sentinel-2 constellation, which are operated by the European Space Agency (ESA) and owned by the European Union. Orbital Eye cannot be held liable for temporary outages of the service or delays in the service due to unavailability of the Sentinel-1 and Sentinel-2 infrastructure.

2.2 The provision of optical satellite imagery is dependent on the cloud coverage and therefore Orbital Eye cannot be held liable for untimely delivery of optical imagery.

2.3 Usage of the COSMIC-EYE service is subject to the COSMIC-EYE End User License Agreement (EULA).

2.4 Amber Grid accepts that no claims can be made to Orbital Eye B.V. related to losses and damages resulting from false alarms or missed detections by COSMIC-EYE.

### Article 3: Audit Rights

3.1 Where Amber Grid is entitled under the scope of services to be delivered to carry out an Audit of Orbital Eye, this is only permitted once a year. Any additional audits requested by Amber Grid shall be subject to mutual agreement.

3.2 All costs associated with any audits shall be borne by Amber Grid. Orbital Eye shall be notified at least 30 days in advance of any planned audit.

3.3 Audits shall be conducted in a manner that minimizes disruption to Orbital Eye's operations.

### Article 4: Intellectual Property

4.1 All intellectual property rights, including but not limited to patents, trademarks, service marks, copyrights, trade secrets, and other proprietary information borne in Orbital Eye or related to the COSMIC-EYE service and any improvements or modifications thereof, shall remain the exclusive property of Orbital Eye.

4.2 Amber Grid agrees not to reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code or underlying ideas or algorithms of the COSMIC-EYE service.

### Article 5: Limitation of Liability

5.1 Orbital Eye's total liability, whether in contract, tort (including negligence), or otherwise, arising out of or in connection with the scope of services to be delivered, shall not exceed the total amount



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paid by Amber Grid to Orbital Eye for the delivered scope of services in the twelve (12) months preceding the event giving rise to such liability. In any case, the liability will never be more than paid out by Orbital Eye's liability insurance.

5.2 In no event shall Orbital Eye be liable for any indirect, incidental, special, consequential, or punitive damages, or for loss of profits, revenue, data, or use, incurred by Amber Grid or any third party, whether in an action in contract or tort, even if Orbital Eye has been advised of the possibility of such damages.

5.3 Orbital Eye accepts no responsibility for the integrity, accuracy, and completeness of data provided by Amber Grid. Amber Grid always remains responsible for the quality and integrity of the data provided.

## Article 6: Force Majeure

6.1 Orbital Eye shall not be liable for any failure to perform its obligations if such failure is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, pandemics, lockouts, industrial action, fire, flood, power failures, defaults of necessary partners or other events beyond the reasonable control of Orbital Eye.

6.2 In cases of extreme situations leading to extreme price increases, Orbital Eye reserves the right to temporarily suspend standard service delivery. In such cases, Orbital Eye will consult with Amber Grid to jointly seek an appropriate solution.

## Article 7: Governing Law and Dispute Resolution

7.1 This Agreement shall exclusively be governed by and construed in accordance with the laws of the Netherlands.

7.2 Any disputes arising out of or in connection with the scope of services to be delivered shall be resolved through good faith negotiations between the parties. If the parties are unable to resolve the dispute through negotiation, the dispute shall be submitted to mediation. If mediation fails, the dispute shall be settled by binding arbitration under the rules of the Netherlands Arbitration Institute (NAI).

## Article 8: Other provisions

8.1 All offers and proposals made by Orbital Eye are valid for a maximum period of three (3) months from the date of issuance unless otherwise stated in writing.

8.2 Amber Grid shall reference Orbital Eye's proposal in any resulting contract or purchase order. Any deviations or specific terms that are inherent to Orbital Eye's specialized services must be explicitly included in the contract or purchase order.

8.3 Any agreement between Orbital Eye and Amber Grid, and any related documents, shall be executed in the English language.

## TRIPARTITE SETTLEMENT CONTRACT

\_\_\_\_\_ 20\_\_ No. \_\_\_\_\_

Vilnius

### **Name of the Contracting Entity:**

AB Amber Grid  
Laisvės Ave. 10, LT-04215 Vilnius  
Email: info@ambergrid.lt  
tel. 8 5 236 0855, fax (8 5) 236 0850  
SA LT71 7044 0600 0790 5969  
AB SEB Bank  
Company number 303090867  
VAT ID LT100007844014

the “Buyer”,

### **Name of the Supplier:**

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Supplier”,

*(In the case of a group of economic operators acting according to a joint contract, indicate the economic operators in the group, the names, company numbers, VAT IDs, and addresses of the economic operators, the name of the responsible partner and the job title and the name and surname of the person representing the partner)*

and

### **Name of the Sub-supplier:**

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Sub-supplier”,

hereinafter each individually shall be referred to as a Party, and collectively as the Parties, having regard to the fact that [the Buyer and the Supplier] on [insert date] concluded Purchase and Sale Contract No. [insert number] (the “Purchase Contract”), in order to establish the direct settlement procedure pursuant to the provisions of Article 96(2) of the Law of the Republic of Lithuania on Procurement by Entities Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services, concluded the following Tripartite Settlement Contract (the “Tripartite Contract”).

## **Article 1. Subject Matter of the Contract**

1.1. The subject matter of this Tripartite Contract shall be the terms and conditions for direct payment to the Sub-supplier.

### **Article 1.2. Settlement Procedure**

1.3. No advance payment shall be made.

1.4. The amount of each interim and/or final payment shall be determined on the basis of [the quantity and value of the services/works/goods actually provided/performed/delivered]. The Buyer shall pay the Sub-supplier such sums that do not exceed the sums payable by the Buyer to the Supplier in respect of the [services rendered and accepted in accordance with the terms and conditions of the Purchase Contract] [works carried out and accepted in accordance with the terms of the Purchase Contract] [goods delivered and accepted in accordance with the terms of the Purchase Contract] duly and in due time, actually and properly [provided] [performed] [delivered] by the Sub-supplier (if such [services] [works] [goods] were not [provided] [performed] [delivered] properly or on time, the amounts payable shall be reduced by the amount of any fines, damages and/or penalties payable under the Purchase Contract in connection with the inadequate or delayed [provision] [completion] [delivery] of the [services] [works] [goods]). The Buyer shall be entitled to exercise the right of retention provided for in the Purchase Contract and/or in the legislation with respect to monies due to the Sub-supplier.

1.5. The Sub-supplier shall submit for signature and approval by the Supplier, prior to the submission of the payment documents to the Buyer, duly executed Purchase Contract performance documents (three (3) copies each): The handover and acceptance statement for the [Services] [Works] [Goods] and the report on the implementation of the Purchase Contract (if applicable).

1.6. The Parties agree that the documents submitted by the Sub-supplier for the performance of the Purchase Contract shall be deemed to be duly executed and submitted if the information provided in the documents regarding the Sub-supplier’s [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] and the execution of the documents are in accordance with the terms of the Purchase Contract;

1.7. The Supplier shall, upon receipt of the documents of performance of the Purchase Contract from the Sub-supplier, examine them and, upon determining that the information provided in the documents regarding the Sub-supplier’s [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] are in accordance with the terms and conditions of the Purchase Contract, and the documents provided are executed properly, the Supplier shall do the following within 3 (three) working days of the receipt of the documents:

1.7.1. Sign and approve the handover and acceptance statement for the [Services] [Works] [Goods];

1.7.2. Sign and approve the report on the implementation of the Purchase Contract (if applicable);

1.7.3. Submit the Purchase Contract performance documents to the Buyer.

1.8. If the Supplier determines that the documents submitted by the Sub-supplier for the performance of the Purchase Contract are inadequately executed, that some documents supporting the costs of the performance of the Purchase Contract are missing, or that the information contained in the documents regarding the [services rendered] [works performed] [goods delivered] is incorrect, that the [services rendered] [works performed] [goods delivered] do not comply with the terms and conditions of the Purchase Contract, or in the event of any other inconsistencies, the Supplier shall, within 2 (two) working days of the date of the decision, inform the Sub-supplier in writing, specifying the deficiencies and setting a deadline for the elimination of the deficiencies in accordance with the provisions of the Purchase Contract.

1.9. If the Sub-supplier remedies the deficiencies by the deadline set by the Supplier, the Supplier shall re-check the documents in accordance with the prescribed procedure and submit the signed and certified documents to the Buyer.

1.10. The Buyer shall, not later than [specify deadline] from the date of receipt of the documents for the performance of the Purchase Contract, verify the documents submitted and, if the documents submitted are executed properly, the information in the documents about the [services rendered] [works performed] [goods delivered] is correct, the [services rendered] [works performed] [goods delivered] are in conformity with the terms and conditions of the Purchase Contract, sign the handover and acceptance statement for the [Services] [Works] [Goods] and other documents, if applicable, and submit the signed documents (one (1) copy each) to the Supplier and the Sub-supplier.

1.11. If the Buyer determines that the documents submitted by the Supplier are inadequately executed or that some of the documents supporting the costs of the performance of the Purchase Contract are missing, or that the information provided in the documents concerning [services rendered] [works performed] [goods delivered] is incorrect, that the [services rendered] [works performed] [goods delivered] do not comply with the terms and conditions of the Purchase Contract, or if there are any other inconsistencies, the Buyer shall, within five (5) working days of the day of the decision, inform the Supplier in writing, indicating the deficiencies and setting a reasonable deadline for the elimination of deficiencies.

1.12. If the Supplier remedies the deficiencies and corrects the documents within the deadline set by the Buyer, the Buyer shall, within 3 (three) working days from the date of receipt of all duly executed documents, sign the handover and acceptance statement for the [Services] [Works] [Goods] and other documents, if applicable, and submit the signed documents to the Supplier and the Sub-supplier.

1.13. The Sub-supplier shall generate an electronic invoice/VAT invoice (the “E-Invoice”) only upon receipt of the handover and acceptance statement for the [Services] [Works] [Goods] approved without reservation and signed by all the Parties. The E-Invoice shall be submitted by means chosen by the Sub-supplier and it shall comply with the European E-Invoicing Standard. An E-Invoice that does not comply with the European E-Invoicing Standard may only be submitted by means of the “E. saskaita” information system.

1.14. If the Sub-supplier submits an invoice by other means, the Buyer shall have the right not to pay such invoice.

1.15. The Buyer shall verify the E-Invoice within the time limit specified in the Purchase Contract and, if the submitted E-Invoice is duly executed, the Buyer shall, within the settlement period specified in the Purchase Contract from the date of receipt of the E-Invoice, transfer the funds to the bank account specified by the Sub-supplier.

1.16. No later than 5 (five) working days after the end of each reporting period, the Buyer shall provide the Supplier with written information on the payments made to the Sub-supplier during that reporting period.

1.17. The amount of direct payments made by the Buyer to the Sub-supplier shall be reduced by the Purchase Contract Price (the relevant part thereof) set out in the Purchase Contract, payable by the Buyer to the Supplier in respect of the relevant [services] [works] [goods].

## **Article 2. Conditions for Amendment and Termination**

2.1. All amendments to the Tripartite Contract shall be valid only if they are drafted in writing and signed by the authorised representatives of the Parties. Such amendments to the Tripartite Contract shall form an integral part of the Tripartite Contract.

2.2. Amendments to the terms and conditions of the Contract may be initiated by any Party to the Contract by submitting to another Party a request to that effect and the documents supporting it. The Party receiving such a request shall examine it within ten (10) working days and provide the other Party with a reasoned written response. In case of disagreement between the Parties, the Buyer shall have the right to decide.

2.3. The Tripartite Contract shall be amended in the following cases:

2.3.1. When the terms and conditions of the Purchase Contract affecting the implementation of the Tripartite Contract are amended;

2.3.2. When the terms and conditions of the Sub-supply Contract affecting the implementation of the Tripartite Contract are amended;

2.3.3. In other cases.

2.4. The Tripartite Contract may be terminated by written agreement of both Parties in the following cases:

2.4.1. Where the direct settlement method is discontinued;

2.4.2. Upon termination of the Sub-supply Contract;

2.4.3. Upon termination of the Purchase Contract.

## **Article 3. Liability of the Parties**

3.1. The liability of the Parties shall be determined in accordance with the applicable legislation of the Republic of Lithuania, this Tripartite Contract, and other documents related to the performance of this Contract. The Parties undertake to perform their obligations under this Contract properly and to refrain from any action that might cause damage to each other or make it more difficult for the other Party to fulfil its obligations.

3.2. The Supplier shall be liable to the Buyer for the Sub-supplier's failure to fulfil or improper fulfilment of obligations and to the Sub-supplier for the Buyer's failure to fulfil or improper fulfilment of obligations.

3.3. The Buyer and the Sub-supplier shall not be entitled to make any monetary claims against each other in respect of breach of the contracts each of them has concluded with the Supplier.

## **Article 4. Final Provisions**



4.1. Neither Party shall have the right to transfer all or part of its rights and obligations under this Tripartite Contract.

4.2. The invalidity of any provision or contradiction with the laws of the Republic of Lithuania or other normative legal acts in this Contract shall not exempt the Parties from the fulfilment of their obligations and shall not affect the validity of the other provisions of the Contract. In this case, such a provision shall be replaced by a provision complying with the requirements of the legislation as close as possible to the purpose of the Tripartite Contract and its other provisions.

4.3. The Parties to the Tripartite Contract shall correspond in the Lithuanian language. All notices, consents and other communications that a Party may send under this Contract shall be deemed to be valid and duly served if personally delivered to the other Party, or sent by registered mail or email to the addresses set out in the preamble, or to such other addresses as may be specified by either Party when giving notice.

4.4. The date of entry into force of the Contract shall be deemed to be the date of signature of the Contract; if the Parties sign at different times, the date of entry into force of the Contract shall be deemed to be the date of the signature of the last Party.

4.5. The Contract is executed in triplicate in the Lithuanian language, having equal legal force, one copy for each Party.

4.6. The Parties hereby acknowledge that they have read the Contract, understand its contents and consequences, have accepted it as being in accordance with their intentions, and have signed it on the above date.

Representative of the Buyer		Representative of the Supplier		Representative of the Sub-supplier	
Name, Surname:		Name, Surname:		Name, Surname:	
Job title:		Job title:		Job title:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

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(date)

Purchase Contract No.:	
Name of the Purchase Contract:	
Date of Signature of the Purchase Contract:	
Tripartite Contract No.:	
Date of Signature of the Tripartite Contract:	
The Supplier:	
The Sub-supplier:	
The Buyer:	

The Buyer has accepted the [goods delivered] [works performed] [services rendered] and confirms that the [goods delivered] [works performed] [services rendered] comply with the terms and conditions of the Contract.

List of [Goods] [Works] [Services]:

Currency: EUR									EUR
No.	[Date of the Order]	Date of [Delivery] [Performance] [Provision]	Address of the Location	[Warranty Period]	Name of the [Goods] [Works] [Services] (with exact manufacturer and model names)	Unit of Measurement	Quantity	Unit Price excluding VAT	Amount excluding VAT
1	2	3	4	5	6	7	8	9	10=8×9
Total excluding VAT:									
VAT [rate]*:									
Total including VAT:									

**This statement shall not relieve the Supplier and the Buyer of the performance of their remaining contractual obligations under the specified Purchase Contract.**

<b>Transferred by a representative of the Sub-supplier</b>		<b>Certified by a representative of the Supplier</b>		<b>Accepted by a representative of the Buyer</b>	
Name, Surname:		Name, Surname:		Name, Surname:	
Job title:		Job title:		Job title:	
Signature:		Signature:		Signature:	
Date:		Date:		Date:	

*\* In cases where the Supplier is not required to pay VAT under the legislation in force, the relevant columns shall not be filled in and the reasons why the Supplier does not pay VAT shall be given. |*