

CONTRACT FOR PURCHASE AND SALE OF GOODS AND SERVICES

GENERAL TERMS AND CONDITIONS (GTC)

1. DEFINITIONS

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| 1.1. | Procurement | The procurement performed by the Purchaser and regulated by the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania ("Law on Procurement"), the purpose of which is the conclusion of a Contract for Purchase and Sale of Goods and Services. |
| 1.2. | Supplier | The person or the group of persons specified in the Special Terms and Conditions of this Contract, supplying the Goods and providing the Services specified in the Contract to the Purchaser. |
| 1.3. | Purchaser | The person or the group of persons specified in the Special Terms and Conditions of this Contract, who purchases the Goods and Services specified in the Special Terms and Conditions of this Contract from the Supplier. |
| 1.4. | Party | The Purchaser or the Supplier, each separately. The Purchaser and the Supplier are hereinafter collectively referred to as the Parties. |
| 1.5. | Third party | Any other natural or legal person who is not a party to this Contract. |
| 1.6. | Subsupplier | A legal or natural person indicated the Supplier's tender, or engaged in accordance with the requirements of the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania ("Law on Procurement") upon the conclusion of the Contract or during its performance (regardless of the legal relationship between this person and the Supplier), who, according to a valid mutual transaction entered into with the Supplier, has been engaged by the Supplier to supply the Goods/provide the Services specified in the Contract or to perform certain specific functions related to the supply of the Goods/provision of the Services. |
| 1.7. | Goods | Movable items sold by the Supplier and purchased by the Purchaser, specified in the Special Terms and Conditions of the Contract and the Technical Specification, as well as the services/works related to the delivery, installation, and commissioning of the purchased movable items specified in the Special Terms and Conditions of the Contract and the Technical Specification and other services/works related to their preparation for use. |
| 1.8. | Services | The Services sold by the Supplier and purchased by the Purchaser, specified in the Special Terms and Conditions of this Contract. |
| 1.9. | Certificate of Transfer and Acceptance of Goods and/or Services | The document executing the acceptance and the transfer of the Goods and/or Services. |
| 1.10. | Contract Price | The amount payable for the Goods supplied/the Services provided under the Contract, including taxes. |
| 1.11. | Initial Contract Value | The value of the Contract, calculated according to the procedure set out in the Methodology and specified in the Special Terms and Conditions of the Contract. |
| 1.12. | Services and Goods Rates | The rates indicated in the Special Terms and Conditions of the Contract (if indicated) according to which the Purchaser pays for the purchased Goods and Services, including all costs and taxes. |

- 1.13. **Costs** All reasonably incurred direct and indirect costs of the Supplier in connection with the Goods and their supply/the Services and their provision as provided for in the Contract. The Costs shall not include lost income.
- 1.14. **Contract** The present Contract (consisting of the documents listed in Clause 2.1 of the General Terms and Conditions of the Contract), under which the Supplier undertakes to transfer the Goods to the Purchaser under the rights of ownership/to provide the Services under the terms and conditions stipulated in the Contract, and the Purchaser undertakes to accept the Goods/the Services and pay for the properly delivered Goods/provided Services to the Supplier following the terms and conditions specified in the Contract.
- 1.15. **General Terms and Conditions of the Contract (GTC)** The General Terms and Conditions of the Contract, which make an integral and inseparable part of the Contract and determine the standard provisions of the Contract as well as the standard rights, duties and responsibilities of the Purchaser and the Supplier.
- 1.16. **Special Terms and Conditions of the Contract (STC)** The Special Terms and Conditions of the Contract, which stipulate the subject matter of the Contract, the scope of the Goods/the Services, their rates (if applicable), the deadlines and procedure of the supply of the Goods/provision of the Services, other terms and conditions related to the object of the Procurement and agreed by the Parties, also the amendments or supplements to the General Terms and Conditions of the Contract.
- 1.17. **Agreement** The agreement on the processing of personal data signed by the Parties, which regulates the rights and obligations of the Parties related to the processing of personal data and their protection.
- 1.18. **Technical Specification** The document that sets out the technical requirements of the Goods/the Services and other data necessary to describe the Goods/the Services, including all additions and corrections to this document made in accordance with the Contract.
- 1.19. **Procurement Documents** The documents submitted or referred to by the Purchaser, which describe or determine the elements of the Procurement or its procedure, as defined in the Law on Procurement.
- 1.20. **Tender** The totality of the documents submitted by the Supplier during the Procurement procedures aimed at the supply of the Goods/provision of the Services in accordance with this Contract.
- 1.21. **Legislation** The legal acts of the Republic of Lithuania, international treaties, the legal acts of the European Union or documents of any third party, which, regardless of their legal force and/or jurisdiction, bind any Party and/or affect the performance of this Contract, as well as the internal legal acts of the Purchaser, with which the Supplier shall be familiarized with and/or which shall be published on the Purchaser's website.
- 1.22. **Day** Unless otherwise specified in this Contract, this definition means a calendar day.
- 1.23. **Working day** Unless otherwise specified in this Contract, this definition means a working day in the Republic of Lithuania.
- 1.24. **Year** Unless otherwise specified in this Contract, this definition means a period of 365 days.
- 1.25. **Law on Procurement** The Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania.
- 1.26. **Methodology** The methodology for determining the Pricing rules approved by the Director of the Public Procurement Office.
- 1.27. **Intellectual Property Rights** All property rights of authors to works, protected by legal acts, including the rights to computer programs, sui generis rights to databases, related property rights to objects of related rights, rights to trademarks applied for registration or registered, rights to inventions, rights to design applied for registration or registered, as well as rights to domain names, internet

applications, social network accounts, as well as rights to data and rights to confidential information.

2. COMPOSITION OF THE CONTRACT

- 2.1. This Contract is a single and indivisible document consisting of the documents listed below. For the purposes of interpretation and application of the Contract, the following priority order of the Contract documents is hereby established:
 - 2.1.1. The Technical Specification (including its clarifications provided during the Procurement procedure as well as annexes, if any);
 - 2.1.2. The Special Terms and Conditions of the Contract (including annexes, if any, except for the Technical Specification and the Supplier's final Tender);
 - 2.1.3. The Agreement (if applicable);
 - 2.1.4. The final Tender of the Supplier;
 - 2.1.5. The General Terms and Conditions of the Contract;
 - 2.1.6. Other documents.
- 2.2. Should the Contract contain any ambiguities, inconsistencies or contradictions, the rules set forth in the Contract's document of higher authority shall always be considered to replace the analogous rules established in the Contract's document of lower authority from the date of signing the Contract.
- 2.3. Unless otherwise stipulated in the Contract, the text of the Contract shall be interpreted in accordance with the following basic rules of interpretation:
 - 2.3.1. Words denoting the specific sex of a person shall refer to either sex;
 - 2.3.2. Any singular word shall be read as in the plural and any word which is in the plural shall also be read as if it was in the singular;
 - 2.3.3. The words "to agree", "have agreed", "agreement" shall always mean that a relevant agreement between the Parties must be executed in writing;
 - 2.3.4. "In writing" shall mean all the rules set forth in the present Contract, as well as paper and/or electronic documents made by either Party, and any notices served to the other Party by means of communication specified in the Contract.
- 2.4. All definitions and concepts used in this Contract shall have a general meaning or a special meaning closest to the nature of the Contract, unless a different meaning is established and explained in the Contract. Other definitions used in this Contract, but not defined in Chapter 1 of the General Terms and Conditions of

the Contract, shall correspond to the definitions specified in the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania and in the Law on Public Procurement of the Republic of Lithuania.

- 2.5. Both the General Terms and Conditions as well as the Special Terms and Conditions of the Contract have been established in accordance with the provisions of the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania Sectors ("Law on Procurement"), the Law on Public Procurement of the Republic of Lithuania and other Legislation. In the event that the General Terms and Conditions and/or the Special Terms and Conditions of the Contract do not meet the requirements set forth in the Law on Procurement, the provisions of the Law on Procurement shall apply.

3. REPRESENTATIONS AND GUARANTEES OF THE PARTIES

- 3.1. Each of the Parties hereby confirms and guarantees to the other Party that:
 - 3.1.1. The Party is properly established and legally operating in accordance with the requirements of the legislation of the home state;
 - 3.1.2. The Party has performed all legal actions necessary for the Contract to be properly concluded, valid and implemented;
 - 3.1.3. By entering into the Contract, the Party does not exceed its competence and does not violate binding normative and individual legal acts, court or arbitration decisions, founding documents, obligations or agreements;
 - 3.1.4. The representatives of a Party who signed this Contract had been duly authorized by the Party to sign it;
 - 3.1.5. On the day of signing the Contract, the terms of this Contract were clear for the Parties, and they found them enforceable.
- 3.2. The Supplier hereby declares and guarantees that:
 - 3.2.1. The Supplier does not participate in prohibited agreements specified in the Law on Competition of the Republic of Lithuania or in a similar legal act of another state or in agreements that

- violate the principles specified in the Law on Procurement;
- 3.2.2. Both on the date of signing the present Contract and on the day of delivery of the Goods to the Purchaser, the Goods shall be of high quality and shall meet the requirements set forth in the Civil Code of the Republic of Lithuania and Chapter 5 of the General Terms and Conditions of the Contract, shall not be rented, given for use, pledged, sold or otherwise transferred to third parties, the Goods shall not be subject to seizure or ban, shall not be the subject of a legal dispute, the Supplier's right to dispose of the Goods shall not be revoked or restricted, no transactions shall be concluded, including but not limited to futures contracts, which would complicate the Purchaser's ability to use the Goods, and shall be no other restrictions established that would limit the rights and obligations of the Parties regarding the use and/or management of the Goods;
- 3.2.3. The Supplier (and any persons acting on his behalf) has all the permits, licenses, employees, funds, knowledge, organizational and technical means and/or capabilities required by the Legislation and/or necessary or that may be necessary for the legal and proper conclusion and performance of this Contract and the equivalent qualification of the Supplier and/or his staff will be ensured throughout the term of the Contract;
- 3.2.4. The Supplier has familiarized with or undertakes to familiarize with all internal legal acts of the Purchaser, provided information and documents, significant for the proper performance of the Supplier's obligations under the Contract, and undertakes to fulfil them properly. The Supplier also hereby confirms that the submitted documents and information are sufficient for the Supplier to be able to ensure the proper performance of all the obligations under the Contract and their quality. The Supplier hereby confirms that he has examined the documents submitted to him in advance, understood and checked them, and also made sure that there are no errors or other defects in them that would prevent the proper and timely fulfilment of the Supplier's obligations. The Supplier shall have the duty to contact the Purchaser for the submission of additional documents, if the Supplier
- considers that the documents submitted to him are insufficient for the proper performance of the Contract;
- 3.2.5. The Supplier has analysed, understood and assessed the actual scope of the Goods and Services, the actual circumstances of the provision of the Goods/Services, estimated and assessed all the obligations necessary for the performance of the Contract, and on grounds of this stipulated the price of the Tender, i.e. has included in the Tender's price all the costs necessary for the provision of the Goods/Services under this Contract (including all services related to the supply of Goods), and assumes the risk that the Supplier's costs related to the performance of the Contract may increase due to circumstances beyond the control of the Purchaser and/or the performance of the Contract will become more complicated for the Supplier. If during the course of the performance of the Contract it becomes clear that, in order to properly perform the Contract, additional time and labour costs of the Supplier not provided for in the Contract are required, the Supplier shall not demand additional payment for the Goods, and this will not be a reason to modify the terms and conditions of the Contract;
- 3.2.6. The Supplier, his managers, employees, representatives, other persons engaged, controlled or acting on behalf of the Supplier, have not directly or through intermediaries offered, promised, given, allowed to give to the Purchaser, his managers, individual employees, representatives, engaged or controlled persons or persons acting or engaged on behalf of the Purchaser, or any other third parties, any improper material or other benefit (and all these persons gave no indication that they will do so or may do so in the future), and have not requested or encouraged the Purchaser, his managers, employees, representatives, engaged, controlled persons or persons acting on behalf of the Purchaser to commit violations of the law of a corrupt nature, as they are defined in the Legislation, and have not carried out other corrupt actions related to the evaluation of the Suppliers who participated in the Procurement, the provision of information to the Suppliers, privileging of the Supplier, the conclusion of the Contract, relations

- between the participants of the Procurement or other third parties and other procedures of the Procurement;
- 3.2.7. The Supplier is familiar with the Description of the Corruption Prevention Policy of Joint-Stock Company Lithuania Airports approved by the Purchaser, the Description of the Procedure for Implementing Internal Channels for Providing Information on Violations and Ensuring their Functioning, the rules applicable to data processors of Joint-Stock Company Lithuania Airports, the Code of Ethics for Business Partners, other local legal acts, which are made public on the Purchaser's website¹, the Code of Conduct for Business Partners of the Ministry of Transport and Communications of the Republic of Lithuania applied to the companies, institutions and enterprises falling into the Ministry's regulatory area and published on the Ministry's website², the Law on the Adjustment of Public and Private Interests in the Civil Service of the Republic of Lithuania, the Law on Prevention of Corruption of the Republic of Lithuania and other legal acts, and he is aware that the Purchaser shall not tolerate any violations of the laws of a corrupt nature or other acts of a corrupt nature committed by the Purchaser (its managers, employees, representatives, persons engaged or controlled by him or acting on behalf of the Purchaser) or by the Supplier (his managers, employees, representatives, persons engaged or controlled by him or acting on behalf of the Supplier);
- 3.2.8. The Supplier hereby undertakes to comply with the organizational and technical cyber security requirements provided for in the Resolution No. 818 of 13 August 2018 of the Government of the Republic of Lithuania "On the Implementation of the Law on Cyber Security of the Republic of Lithuania" and other legal acts as well as the requirements set forth in the Buyer's documents on internal information security and cyber security.
- 3.2.9. The Supplier undertakes to duly inform all natural persons (representatives, employees, Subsuppliers or their employees) whom the Supplier engages for the purpose of the performance of the Contract that their personal data (names, surnames, contact details, positions and other data related to the performance of the Contract) may be transferred to the Purchaser and may be processed by the Purchaser for the purposes of the performance of the Contract entered into between the Supplier and the Purchaser, on the basis of the implementation of the Purchaser's legitimate interests and legal obligations, for no longer than the statute of limitations period, and that these data may be available to the Purchaser's employees and other suppliers or state authorities. The natural persons engaged by the Supplier must be informed before they are engaged or before their data are transferred to the Purchaser and, upon the Purchaser's request, the Supplier undertakes to provide evidence of informing the data subjects about this. The Supplier shall also respond appropriately to the Purchaser's notifications about the correction, deletion or restriction of processing of the personal data of the Purchaser's employees and other representatives, which are transferred to the Supplier for the purposes of performing the Contract.
- 3.3. The Purchaser hereby confirms and guarantees that:
- 3.3.1. The Purchaser has completed the public procurement procedures necessary for concluding this Contract;
- 3.3.2. The Purchaser shall accept high-quality Goods supplied on time/the Services provided in accordance with provisions of this Contract and shall pay for such Goods/Services in accordance with the procedure and terms set out in the Contract.
- 3.4. If it turns out that any representations and/or guarantees of the Parties provided for in this Contract are false and/or misleading, then a Party shall

¹ <https://www.ltou.lt/lt/apie-lietuvos-oro-uostus/>

² <https://sumin.lrv.lt/lt/korupcijos-prevencija/svarbiausi-atsparumo-korupcijai-dokumentai-ir-korupcijos-prevencijos-programos>

compensate the other Party for the losses incurred due to such false and/or misleading representations and/or guarantees.

4. SUBJECT MATTER OF THE CONTRACT

- 4.1. The subject matter of the present Contract is the Goods/the Services specified in the Special Terms and Conditions of the Contract and described in the Technical Specification.

5. REQUIREMENTS FOR THE GOODS AND SERVICES

- 5.1. The requirements set for the Goods/the Services and/or their quality are defined in the Special Terms and Conditions of the Contract as well as the Technical Specification. The quality of the supplied Goods shall meet the requirements set by the Legislation and the requirements usually set for this type of goods. Unless otherwise stated in the Technical Specification, the Goods sold by the Supplier shall be new, unused, suitable for use according to their intended purpose, and free of hidden defects that would prevent the Goods from being used for their intended purpose or which would reduce the usefulness of the Goods. The Supplier hereby also warrants that the Goods supplied under the Contract shall be of good quality, free from design, material or workmanship defects or defects caused by any actions or omissions of the Supplier, as well as free of defects that may occur during the normal use of the Goods under the conditions present in the place of the final destination of the Goods. If no requirements for the Goods are specified in the Contract, the Goods shall meet the usual requirements, i.e. shall have the properties that are necessary for the Goods according to the Contract.
- 5.2. The Goods shall be supplied in the manufacturer's packaging (this requirement shall not apply if the Goods by their nature cannot be packed and/or if incomplete packaging is being purchased). The packaging shall meet the requirements of resistance to loading and unloading works, in order to protect the Goods from the effect of meteorological factors during the transportation and storage of the Goods, and to ensure the preservation of the

Goods during their transportation. Responsibility for the accidental destruction or loss of the Goods shall pass to the Purchaser from the date of signing the Certificate of Acceptance and Transfer of Goods or receipt of a VAT invoice and the Purchaser's approval in cases a separate Certificate of Acceptance and Transfer of Goods is not drawn up.

- 5.3. The requirements for the quantity of the Goods, their assortment, completeness or sets are defined in the Special Terms and Conditions of the Contract and/or the Technical Specification.
- 5.4. The Purchaser may refuse to sign the Certificate of Acceptance and Transfer of Goods, if during the acceptance or initial inspection of the Goods (when the Purchaser exercises the right to inspect the Goods) it becomes clear that the Goods do not meet the requirements of the Contract, including, but not limited to, the following non-conformities: the Goods are of poor quality, improperly packed, improperly marked or assembled into sets, not all documents confirming the quality, specification or warranty period of the Goods were provided. The observed defects in the Goods shall be recorded in the Certificate of Acceptance and Transfer of Goods, indicating the reasons for the adopted decision (if possible, indicating the measures that the Supplier must take so that the quality of the Goods and other related data would meet the requirements of the Contract and the Certificate of Acceptance and Transfer of Goods would be signed), or by setting a deadline for the Supplier, specified in the Special Terms and Conditions of the Contract or the Purchaser's separate notification, to eliminate defects, the removal of which would result in the signing of the Certificate of Acceptance and Transfer of Goods.
- 5.5. If defects in the Goods were noticed after signing the Certificate of Acceptance and Transfer of Goods or after the receipt of the VAT invoice and the Purchaser's approval, when a separate Certificate of Acceptance and Transfer of Goods was not drawn up (but no later than during the warranty period established in the Special Terms and Conditions of the Contract (the Goods quality warranty term)), the Purchaser shall inform the Supplier in writing about

- it to, indicating that, at the option of the Purchaser, the Supplier shall be obliged:
- 5.5.1. Within 3 (three) working days, unless stated otherwise in the Special Terms and Conditions of the Contract, a separate notice from the Purchaser or the Technical Specification, from the date of dispatch of the Purchaser's notification on the identification of the defects, to eliminate the defects by his own efforts and at his own expenses, or
 - 5.5.2. Within 3 (three) working days, unless stated otherwise in the Special Terms and Conditions of the Contract, a separate notice from the Purchaser or the Technical Specification, from the date of dispatch of the Purchaser's notification on the identification of the defects, to replace the unsuitable Goods with another analogous, equivalent and high-quality goods by his own efforts and at his own expenses at no additional cost to the Purchaser, or
 - 5.5.3. Within the deadline set by the Purchaser to reimburse the Purchaser's expenses for removing the defects (if the defects can be eliminated), or
 - 5.5.4. To return the paid price of the Goods within the deadline set by the Purchaser, and the Purchaser shall return the Goods to the Supplier if the defects cannot be removed.
 - 5.6. The Purchaser, at his choice, shall also have the right to establish to the Supplier other requirements provided for in the Civil Code of the Republic of Lithuania, including, but not limited to, Articles 6.330, 6.332, 6.334, 6.341 and 6.343, when the Goods do not meet the requirements set for their quantity, assortment, quality, completeness and/or and packaging.
 - 5.7. The Supplier shall, within the deadlines specified in the Contract, at his own expense remove all defects (including deficiencies, malfunctions) noticed during the acceptance or transfer of the Goods and/or during the warranty period, which did not occur due to the fault of the Purchaser or due to force majeure circumstances.
 - 5.8. If the Supplier fails to fulfil the obligations provided for in Clauses 5.5.1-5.5.4 of the General Terms and Conditions of the Contract on time, the Purchaser shall have the right to apply to the Supplier default interest in the amount of 0.05% (five-hundredths of a percent) of the price of the Goods the delivery of which is delayed, the price of defective Goods, or the unrepaid part of the price of the Goods, respectively, for each day of delay, unless otherwise specified in the Special Terms and Conditions of the Contract.
 - 5.9. If in the cases provided for in Clauses 5.5.1-5.5.4 of the General Terms and Conditions of the Contract, the Supplier fails to remove the identified defects in the Goods within the specified period or to replace the defective Goods with high-quality ones that meet the requirements of the Contract, and when, due to such defects, the Goods cannot be used for their intended purpose, the Purchaser shall have the right to remove the defects by himself or with the help of third parties, and the Supplier in such a case shall pay the costs incurred by the Purchaser for removing the defects within 5 (five) working days from the date of receipt of the Purchaser's claim.
 - 5.10. The Supplier, upon the Purchaser's request, shall provide the Purchaser with evidence within the deadline set by the Purchaser that he has all the permits, certificates, licenses and/or other documents that meet the requirements of the Legislation, necessary for the supply of Goods in the Republic of Lithuania in accordance with the requirements of the Legislation.
 - 5.11. The Supplier shall provide the Services in the scope, under the conditions and following the procedures specified in the present Contract and its annexes. In all cases, all Services must be provided in a timely, high-quality and comprehensive manner.
 - 5.12. The Supplier shall provide the Services at his own risk and expense in a careful and efficient manner, following the best generally recognized professional standards and good practice, using all the necessary skills and knowledge, and following the requirements applicable to the Supplier's activities.
 - 5.13. Within 3 (three) working days, unless otherwise stated in a separate notice from the Purchaser or in the Technical Specification, to eliminate all defects in the provision of the Services at his own expense. The Service Provider shall have the onus of proof to prove that the defects were not caused by his fault.
- 6. PRICE OF THE GOODS AND SERVICES**
- 6.1. The Contract Price and applicable pricing are set out in the Special

Terms and Conditions of the Contract.

- 6.2. The Supplier has included in the Price of the Goods and Services all Costs related to the performance of the Contract and all taxes, including VAT but not limited to:
- 6.2.1. The costs related to the fulfilment of the obligations provided for in the Contract (the costs of transfer, transportation, packaging, transit, inspection, and insurance of the Goods, the costs the assembly of the delivered Goods at the site and/or their commissioning and/or maintenance of these works, etc., as well as other Costs necessary for the provision of the Services);
- 6.2.2. The costs related to the provision of tools necessary for the assembly and/or maintenance of the delivered Goods (if applicable);
- 6.2.3. All costs related to the preparation, coordination and submission of the documents provided for in the Technical Specification;
- 6.2.4. The costs of warranty maintenance of the Goods, expected for the period specified in the Contract, and the costs of removing defects in the Goods;
- 6.2.5. The costs of incorporation in the Republic of Lithuania (if this is necessary to ensure the performance of the Contract), or the costs related to the implementation of the right to free movement of goods (costs of obtaining legal recognition of documents, approvals from competent authorities of the Republic of Lithuania and/or professional associations, etc.);
- 6.2.6. Other costs of concluding and performing the present Contract, including the costs related to the enforcement of the Contract;
- 6.2.7. All other direct and indirect costs related to the supply of the Goods/provision of the Services, as well as the price of any works required to supply the Goods/provide the Services, which the Supplier, being a specialist in his field, should have and could have foreseen if the Supplier had exercised due care and due consideration of the fact that the Purchaser seeks so that the Supplier would supply the Goods/provide the Services at the same time performing the related works.

7. TERMS AND PROCEDURE OF DELIVERY OF GOODS/PROVISION OF SERVICES

- 7.1. The terms (time limits) of delivery of the Goods/provision of the Services and the place of delivery of the Goods/provision of the Services are specified in the Special Terms and Conditions of the Contract and/or the Technical Specification.
- 7.2. In the event that, according to the Contract, the Goods will be supplied/the Services will be provided under separate orders of the Purchaser (if the Goods are to be delivered/the Services are to be provided to the Purchaser in parts), the Purchaser shall by e-mail or registered mail submit separate written orders. These orders shall specify:
- 7.2.1. The name of the Purchaser;
- 7.2.2. The name of the Goods/Services;
- 7.2.3. The quantities of the Goods/Services;
- 7.2.4. The place of delivery of the Goods/provision of the Services and other information, necessary in the opinion of the Purchaser.
- 7.3. An order shall be considered received on the day of its receipt, but no later than 3 (three) working days from the day the order was sent by registered mail, or the day the order was sent by e-mail, if the order was sent by e-mail during the Purchaser's working hours (from 07:00 a.m. to 04:00 p.m.). If the order was sent by e-mail after the end of the Purchaser's working hours, or the day of dispatch was a non-working day, it shall be considered received on the next working day after the day the order was sent.
- 7.4. At the time of acceptance and transfer of the Goods, the Supplier shall hand over to the ownership of the Purchaser the documents confirming the quality of the Goods, the specification, the warranty period, and the right of ownership to the Goods (if applicable), as well as all drawings, instructions and other data and documents that describe in detail how to use, maintain, regulate and/or repair the Goods provided for in the Contract or parts thereof. As long as the instructions for the use and maintenance of the Goods and other documents provided for in the Technical Specification (if applicable) are not submitted to the Purchaser, it shall be considered that the Supplier's

contractual obligations have not been fulfilled and the Purchaser shall have the right not to sign the Certificate of Acceptance and Transfer of Goods or to approve the VAT invoice when a separate Certificate of Acceptance and Transfer of Goods is not drawn up.

- 7.5. The costs of the delivery of the Goods to the place of delivery shall be paid by the Supplier.
- 7.6. The risk of damage to the Goods during their unloading, and the risk of accidental loss or damage of the Goods until they are delivered to the place of delivery and the signing Certificate of Acceptance and Transfer of Goods shall rest with the Supplier until the moment when the Services and/or works related to the supply of the Goods are completed and the Parties sign the Certificate of Acceptance and Transfer of Goods.

8. PROCEDURE OF PAYMENT FOR THE GOODS AND SERVICES

- 8.1. The Supplier shall be paid for the actually supplied high-quality Goods/provided Services only on the basis of a VAT invoice submitted electronically by the Supplier:
- 8.1.1. Electronic VAT invoices complying with the European standard for electronic invoicing, the reference of which was published in the Commission Implementing Decision (EU) 2017/1870 of 16 October 2017 on the publication of the reference of the European standard on electronic invoicing and the list of its syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (OJ 2017 L 266, p. 19) (hereinafter referred to as the European eInvoicing *standard*), shall be provided by means chosen by the Supplier;
- 8.1.2. Electronic VAT invoices that do not comply with the European eInvoicing *standard* can only be submitted via the means of the information system SABIS;
- 8.1.3. The Purchaser shall accept and process electronic VAT invoices via the means of the information system SABIS, except for the cases established in the Law on Procurement. An electronic VAT invoice shall be understood as a VAT invoice issued, transmitted and received in such an electronic format that enables it to be processed automatically and electronically;

- 8.1.4. In the VAT invoice, the Supplier shall indicate the Goods/the Services to which discounts will be applied and indicate the amount of the discount accordingly (if any).
- 8.2. The Supplier shall submit a VAT invoice no later than within 3 (three) working days from the date of signing the Certificate of Transfer and Acceptance of Goods/Services (or a part thereof if the Contract stipulates that the Goods/the Services will be provided in stages) or from the date of supply of the Goods/provision of the Services, if no Certificate of Transfer and Acceptance is signed. If the Supplier issues a total invoice for the Goods supplied/the Services provided throughout a month, such an invoice shall be submitted to the Purchaser no later than by the 5th (fifth) calendar day of the following month (if the Supplier fails to comply with this deadline for submitting invoices, the Purchaser shall have the right to unilaterally extend the deadline for settlement by 30 (thirty) days) from the date of the proper submission of the VAT invoice to the Purchaser. If the Supplier fails to submit a VAT invoice in the manner specified in this Chapter of the Contract, the Purchaser shall have the right to withhold payment until the VAT invoice is properly submitted. The Supplier hereby undertakes to pay all costs related to the submission of invoices to the Purchaser. The Purchaser shall not be liable for possible payment disruptions or delays related to the malfunctions of SABIS or other system through which invoices are provided beyond the control of the Purchaser.
- 8.3. A settlement term shall be 30 (thirty) calendar days from the date of submission to the Purchaser of a duly issued and approved VAT invoice for the properly supplied Goods/provided Services. All payments shall be made by payment orders in euros.
- 8.4. If the amount of the value added tax changes during the validity of the Contract due to changes in the Legislation, the price of the Goods/the Services excluding VAT shall not be changed as a result, i.e. the Purchaser shall pay the Supplier a price that will be equal to the amount obtained upon adding VAT calculated according to the newly approved tax rate to the price specified in the Contract without VAT,

unless the adopted Legislation provide otherwise.

- 8.5. The Parties hereby agree to apply the following procedure for offsetting the Purchaser's payments made under this Contract (the Parties hereby expressly agree that this procedure shall apply regardless of the purpose of payment specified by the Supplier):
 - 8.5.1. First of all, the claims of the Supplier related to the compensation of defaults or losses under this Contract shall be offset;
 - 8.5.2. Secondly, the Supplier's claims related to the fulfilment of payment obligations for the Goods supplied/the Services provided under this Contract shall be offset;
 - 8.5.3. Thirdly, other amounts payable by the Purchaser to the Supplier (if any) shall be offset.
- 8.6. In the absence of grounds for withholding payments, if the Supplier is not paid on time for the properly supplied Goods/provided Services, upon the Supplier's request, the Purchaser shall pay late payment interest at the rate of 0.02% (two-hundredths of a per cent) for each day of delay from the unpaid value of the Goods/the Services.
- 8.7. The Parties hereby expressly agree that the Purchaser shall have the right to withhold payments to the Supplier if the Supplier fails to fulfil his obligations under this Contract in a timely manner.
- 8.8. The Purchaser shall have the right to reduce the amounts due to the Supplier under the Contract by the amount of losses caused by the Supplier, the costs incurred by the Purchaser due to the Supplier's fault, penalties imposed on the Supplier and other monetary claims of the Purchaser in respect to the Supplier, by unilaterally carrying out offsetting, i.e. offsetting the amounts due by the Supplier to the Purchaser to the amounts due to the Supplier for the delivered Goods/provided Services.

9. RIGHTS AND DUTIES OF THE PARTIES

- 9.1. In the performance of this Contract, the Parties hereby undertake to act properly and fairly towards each other. When performing the present Contract, the Parties shall cooperate and coordinate their efforts.
- 9.2. The Purchaser hereby undertakes as follows:

- 9.2.1. To properly and honestly perform the Contract;
- 9.2.2. During the performance of the Contract, to cooperate with the Supplier, providing information reasonably necessary for the performance of the Contract, the necessity of the provision of which arises during the performance of the Contract; to inform about any observed defects in the provision of Goods and Services, to submit comments on the quality of the Goods and Services, performance deadlines and other issues related to non-performance and/or improper performance of this Contract, as well as damage caused by the Supplier's employees during the performance of this Contract;
- 9.2.3. To accept the Goods delivered/the Services provided at the time agreed upon by the Parties, if they meet the requirements for the Goods/the Services set out in the Contract, and if all documents confirming the quality, specification, warranty period, ownership of the Goods required by the Purchaser (if applicable), as well as other documents provided for in the Contract have been submitted;
- 9.2.4. After the Supplier properly fulfils his contractual obligations, to pay the Supplier for suitable and high-quality Goods delivered/ properly and qualitatively provided Services in accordance with the procedure and terms set out in the Contract;
- 9.2.5. To provide the Supplier's employees, who meet the established requirements, with the conditions to enter the restricted access zone of the territory controlled by the Purchaser, when this is necessary for the provision of the Goods and Services;
- 9.2.6. To properly fulfil other obligations provided for in the Contract and Legislation.
- 9.3. The Supplier hereby undertakes as follows:
 - 9.3.1. To properly and honestly perform the Contract;
 - 9.3.2. To deliver the Goods and provide the Services, which meet the requirements set out in the Contract for the Goods/the Services, to the place specified in the Contract or in a separate order within the specified deadlines;
 - 9.3.3. To ensure the presence of the number of employees required for the performance of the Contract and the compliance of

- such employees with the requirements of the Legislation when the Goods/the Services or part thereof must be provided in the restricted access zone of the territory controlled by the Purchaser; to provide the equipment and manpower necessary for the proper performance of the Contract; to have the necessary funds, knowledge, organizational and technical means, and/or other capacities required by the Legislation and/or necessary or likely to be necessary for the legal and appropriate conclusion and performance of this Contract;
- 9.3.4. To assume the risk of accidental loss or damage of the Goods until the moment of handing over the Goods to the Purchaser, as well as the risk of damage to the Goods during their unloading from the Supplier's transport (if the Goods are unloaded by the Supplier or sub-suppliers engaged by it) at the place of delivery of the Goods specified by the Purchaser;
- 9.3.5. Along with the Goods, to provide the Purchaser with all necessary documentation, including instructions for use and maintenance of the Goods, documents confirming the warranty, and advise the Purchaser on other issues related to the Supplier's contractual obligations;
- 9.3.6. To immediately notify the Purchaser about any circumstances that prevent or may prevent the Supplier from supplying the Goods/providing the Services in the scope, under the conditions and in accordance with the procedures specified in this Contract;
- 9.3.7. To ensure occupational safety, fire protection, environmental protection and occupational hygiene as well as compliance with other requirements set by the Legislation applicable to the supply of the Goods (if any);
- 9.3.8. To ensure that the Services are provided with the use of high-quality work equipment necessary in the provision of the relevant Services, and also to ensure a sufficient amount of work equipment. The work equipment used for the provision of the Services must be safe, properly certified and meet the applicable standards;
- 9.3.9. To take into account comments and additional information provided by the Purchaser during the performance of the Contract, if such comments or information are provided, also to carry out the Purchaser's instructions related to the performance of the Contract, which do not conflict with the Legislation and/or this Contract;
- 9.3.10. The Supplier, at his own expense, shall indemnify and protect the Purchaser from all claims, compensations related to: (a) injury, sickness, illness or death of any person, occurred or caused by the Supplier's actions during the performance of the Contract, as well as during the removal of defects in the performance of the Contract, and (b) any loss of or damage to any property related to or arising out of the acts, omissions, wilful acts or breach of Contract by the Supplier or his personnel. The Supplier shall protect the Purchaser's property from loss, damage or destruction caused by the Supplier's actions or omissions, and if such losses occur - shall compensate for them.
- 9.3.11. To comply with the Legislation and ensure that the Supplier's employees and representatives comply with the Legislation. The Supplier hereby guarantees compensation for losses to the Purchaser and/or third parties, if the Supplier or his employees/representatives do not comply with the requirements of the Legislation and as a result any claims or legal proceedings are initiated against the Purchaser and/or third parties;
- 9.3.12. The Supplier hereby undertakes to ensure that the Supplier, his managers, employees, representatives, other persons engaged or controlled by the Supplier or acting on behalf of the Supplier will not directly or through intermediaries offer, promise, give or allow to be given to the Purchaser, his managers, individual employees, representatives, engaged or controlled persons or persons acting on behalf of the Purchaser or any other third parties related to the performance of this Contract any improper material or other benefit (and will not imply that they will or may do so in the future), and shall not solicit or encourage the Purchaser, its managers, employees, representatives, engaged or controlled persons or persons acting on behalf of the Purchaser to perform such actions, nor will he participate in other violations of a corrupt nature of laws (even if they were initiated by the Purchaser, his manager, employee, representative, person acting on his behalf, controlled or engaged

- person), as they are defined In the Legislation, and shall not commit other acts of a corrupt nature related to the performance of this Contract. The Supplier undertakes to comply with the Law on Prevention of Corruption of the Republic of Lithuania and other Legislation, to take the necessary measures to prevent the Supplier, his managers, employees, representatives, engaged or controlled persons or any other third parties acting on behalf of the Supplier from committing violations of a corrupt nature of laws or other actions of a corrupt nature related to the performance of this Contract. The Supplier also undertakes to notify the Purchaser about the conduct of the Purchaser, his managers, employees, engaged or controlled persons or persons acting on his behalf that has signs of a violation of a corrupt nature of laws (if the Supplier has doubts about the legality of the conduct of the Purchaser's employee, who is appointed as the Purchaser's representative for the purpose of performance of this Contract, the Supplier shall inform the head of the relevant branch of the Purchaser or the CEO of the Purchaser). The Supplier hereby undertakes to provide the documents specified by the Purchaser, necessary to assess whether the representations and guarantees provided for in this Clause as well as Clauses 3.2.6-3.2.7 of the General Terms and Conditions of the Contract have been properly complied with within the time period specified by the Purchaser, which cannot be shorter than 5 (five) calendar days;
- 9.3.13. In cases where the Goods are supplied/the Services are provided in the territory of airports or their surrounding areas, the Supplier shall control and supervise his employees and ensure that there are no employees who are intoxicated or under the influence of narcotic, psychotropic and toxic substances present in such territories. If an employee is found to be drunk or intoxicated, the Supplier shall immediately suspend such an employee from work;
- 9.3.14. Upon the Purchaser's request, the Supplier shall submit the certificates of acceptance and transfer of the Goods and/or the Services signed between the Supplier and third parties (subsuppliers);
- 9.3.15. To properly fulfil other obligations, as well as guarantees and confirmations provided for in the Contract and the Legislation.
- 9.4. The Purchaser shall have the right:
- 9.5. To refuse to accept the Goods and/or the Services or part thereof delivered/provided in a poor-quality or untimely manner;
- 9.5.1. On the basis of a written and reasoned request, to demand a replacement of an employee of the Supplier or subsupplier, if he believes that this person is not careful or does not perform his/her duties properly, does not comply with the terms and conditions of the Contract or poses a threat to occupational safety, health or environmental protection by his/her conduct;
- 9.5.2. In cases where the Goods are supplied/the Services are provided in the territory of an airport or its surrounding areas, the Purchaser shall have the right to check the sobriety or intoxication of the Supplier's employees from narcotic, psychotropic and toxic substances. If an employee of the Supplier is found to be drunk or intoxicated, the Purchaser shall have the right to request that such employee be immediately suspended from work.
- 9.5.3. To provide comments related to the Goods supplied/the Services provided by the Supplier, which the Supplier must take into account;
- 9.5.4. To apply to third parties for debt recovery and demand that the Supplier covers all debt recovery costs;
- 9.5.5. To demand the suspension of the provision of the Services if the Services are being provided in violation of the terms and conditions of this Contract, the requirements of the Legislation, if they pose a risk to human life, health, property or the environment of the Purchaser and/or third parties, as well as in the event of a threat of such a situation arising and/or when the threat of an accident has been identified.
- 9.6. The Supplier shall have the right:
- 9.6.1. To receive the full remuneration specified in the Contract for the high-quality Goods supplied/Services provided to the Purchaser in a timely and proper manner;
- 9.6.2. To request that the Purchaser submit information or documents related to the proper performance of the Contract, the necessity of the provision of which arises during the performance of the Contract;

- 9.6.3. To request the Purchaser to accept the Goods/the Services transferred within the deadlines set forth in the Contract, which meet the requirements of the Procurement Documents, the Contract and the Legislation applicable to the supply of Goods/provision of Services, and to sign the Certificate of Acceptance and Transfer of Goods/Services, if the Special Terms and Conditions of the Contract stipulates that the Goods/the Services are to be transferred by signing the Certificate of Acceptance and Transfer of Goods/Services;
- 9.7. Other obligations, rights and obligations of the Purchaser and the Supplier are defined in the Legislation, the Technical Specification and the Special Terms and Conditions of the Contract.

10. SUPPLIER'S RIGHT TO ENGAGE THIRD PERSONS (SUBSUPPLY)

- 10.1. Subsupply shall not create a contractual relationship between the Purchaser and the Subsupplier. In case of subsupply, the Supplier shall be responsible for the actions or omissions of his Subsuppliers, or any other persons engaged and/or controlled, and for the proper performance of the Contract (including the quality of the part of the Contract transferred to the Subsuppliers for performance as well as the damage caused).
- 10.2. After the conclusion of the Contract, but no later than when the performance of the Contract is commenced, the Supplier shall communicate the names of the subsuppliers known to him at the time of the entry into force of the Contract, their representatives, and contact details. The Supplier shall inform about changes in the aforementioned information throughout the entire performance of the Contract, as well as about new Subsuppliers that he intends to engage later during the performance of the Contract. The Purchaser shall have the right to require the Supplier to submit subsuppliers' documents, substantiating compliance with the requirements set for subsuppliers in the Procurement Documents, and to demand the refusal and/or replacement of the Subsupplier if inconsistencies are detected.
- 10.3. If the Supplier intends to engage Subsuppliers whose capacity he relies upon, or who, according to the

Procurement Documents, would not be checked for compliance with the qualification requirements and the absence of grounds for exclusion, such engagement of Subsuppliers must be formalized in a written agreement between the Parties on the amendment of the Contract.

- 10.4. On grounds of a tripartite agreement concluded between the Purchaser, the Supplier and the subsupplier, the payments for the supplied Goods may be made directly to the subsupplier who supplied the relevant Goods/provided the relevant Services, unless otherwise provided in the Special Terms and Conditions of the Contract.
- 10.5. The Purchaser, no later than within 3 working days after receiving information on the subsuppliers intended to engage, shall inform the subsuppliers intended to engage in writing about the possibility of direct settlement.

11. SPECIALISTS AND THE PROCEDURE FOR THEIR REPLACEMENT

- 11.1. For the purpose of the performance of the Contract, the Supplier shall engage the specialists specified in the Supplier's Tender (if applicable).
- 11.2. If it is necessary to replace a specialist due to circumstances beyond the Supplier's control (e.g. in the event of the specialist's illness, death or other important circumstances), the Supplier shall inform the Purchaser about this no later than within 3 (three) working days from the day these circumstances became known and shall offer the Purchaser, no later than within 10 (ten) days from the day these circumstances became known, to consider the candidacy of a new specialist whose qualifications meet the qualification requirements set out in the Procurement terms and conditions and provide the Purchaser with documents confirming the specialist's qualifications.
- 11.3. Violation of the procedure for replacing of specialists shall be considered a fundamental breach of the Contract, as a result of which the Purchaser shall acquire the right to unilaterally terminate the Contract entered into with the Supplier.
- 11.4. After the Parties have agreed on the candidacy of a new specialist, the replacement of the specialist shall be

executed by concluding a written agreement between the Parties on the amendment of the Contract.

- 11.5. The Purchaser shall not reimburse the costs of the replacement of specialists.

12. USE OF THE PURCHASER'S PROPERTY, PROVISION OR CONTRACTING OF SERVICES

- 12.1. If, during the delivery of the Goods, the Supplier must take certain items of the Purchaser and, after delivering the Goods, return them to the Purchaser, or for the purpose of supplying the Goods, the Purchaser provides the Supplier with any movable items belonging to the Purchaser, without violating other provisions of the Contract, the time and conditions of such transfer and return of the Purchaser's items shall be detailed in a separate agreement made between the Supplier and the Purchaser. In such cases, the Supplier shall be responsible for the loading, transportation, return, accidental risk of damage and loss of the Purchaser's items. The Supplier shall also bear all costs associated with the use of the Purchaser's items.
- 12.2. Such transfer of the Purchaser's items to the Supplier shall not give the Supplier any management rights to these items, except those necessary for the performance of the Supplier's obligations under this Contract.
- 12.3. If the Contract documents establish that, when supplying the Goods, the Supplier must simultaneously provide the Purchaser with certain services and/or perform certain works for the benefit of the Purchaser, all the provisions of the present Contract establishing the procedure for the supply of the Goods, as well as the provisions of the Legislation, which regulate the provision of services and the performance of works, shall apply *mutatis mutandis* to such provision of services or performance of works (including the deadlines and procedures for submitting notifications on quality). For this purpose, the Supplier, when providing services and/or performing works, shall comply with the requirements provided for in the Civil Code of the Republic of Lithuania and other Legislation for the provision of relevant services and/or performance of works.

- 12.4. Without prejudice to the provisions of the Contract, the Supplier shall perform construction research, designing, construction contracting works in accordance with the requirements of the Legislation and, if applicable, in accordance with the requirements of the design task and technical project submitted by the Purchaser and, if applicable, the instructions of the project manager, technical supervisor or engineer appointed by the Purchaser.

13. INTELLECTUAL PROPERTY RIGHTS

- 13.1. When, during the supply of the Goods, the Supplier is to perform certain actions, all results of such actions as well as all results of the Services, created by the Supplier in the performance of the Contract, and all rights to them, including Intellectual Property Rights, except for personal non-property rights to the results of intellectual activities, shall belong to the Purchaser and irrevocably transfer exclusively to the Purchaser from the moment of the creation of the results of the Goods/the Services (including any intermediate results), which the Purchaser may, at his discretion, use by any means known or existing (or not use) himself, allow to use or transfer to any third parties without any restrictions in all territories of the world.
- 13.2. When the Intellectual Property Rights consist of personal non-property rights (e. g. author's, performer's, inventor's, designer's), the Supplier shall guarantee the Purchaser that the holders of these rights will not prevent the Purchaser from using any acquired Intellectual Property Rights, including modifying the results of the results of the Goods/the Services in any way, using them without specifying the name of the rights holder or specifying it in a manner acceptable to the Purchaser.
- 13.3. The price of the Goods/the Services includes the full remuneration for the Intellectual Property Rights acquired by the Purchaser and the Supplier hereby confirms that this remuneration fairly and fully compensates for the Intellectual Property Rights acquired by the Purchaser. Intellectual Property Rights shall transfer to the Purchaser for the entire period of validity of the rights or their protection established by the Legislation.

- 13.4. Any documents and data related to the Contract, other than the Contract itself, shall be the property of the Purchaser and shall be returned (together with all copies) to the Purchaser after the Supplier completes his obligations.
- 13.5. The Supplier hereby undertakes to indemnify the Purchaser for any claims (including legal costs) arising from the infringement of Intellectual Property Rights (including the defense in case of infringement), except in cases where such infringement is caused by the fault of the Purchaser. The Supplier shall also immediately notify the Purchaser of the fact that a lawsuit or any other claim has been brought against him for the violation of any Intellectual Property right related to the Contract.
- 13.6. If during the performance of the Contract the Supplier uses Intellectual Property objects belonging to other persons to create objects of Intellectual Property Rights, the Supplier shall be fully liable both before the Purchaser and third parties for the legality of use of their works and other materials intended for the production (creation) of objects of Intellectual Property Rights during the performance of the Contract and their transfer to the Purchaser. The Supplier shall assume responsibility for claims or lawsuits arising from relations with the holders of rights and other third parties due to the violation of Intellectual Property Rights related to the objects of Intellectual Property Rights transferred to the Purchaser during the performance of the Contract and undertakes to compensate the Purchaser for the losses incurred as a result.
- 13.7. When part of the result of the Goods/the Services consists of objects protected by Intellectual Property Rights owned by the Supplier or third parties, which were created as a result of intellectual activities not covered by this Contract, or when the Purchaser can properly use the results of the Goods/the Services only along with the use of such objects, the Supplier shall ensure that such third parties or he himself would grant the Purchaser all Intellectual Property rights (issue all licenses) that are necessary for the Purchaser to properly use the results of the Goods/the Services no later than during the transfer of the results of the Goods/the Services, unless otherwise stipulated in the Special Terms and

Conditions of the Contract or the Technical Specification. Unless otherwise stipulated in the Contract, the price of the Goods/the Services includes all costs and fees (including taxes) that must be paid for the granting of such rights. The Supplier shall indicate to the Purchaser what Intellectual Property Rights are granted (licensed) to the Purchaser in accordance with this Clause of the Contract and shall transfer to the Purchaser all documents or data confirming the granting of such licenses no later than at the time of handing over the results of the Goods/the Services.

- 13.8. The text of the present Contract, with the exception of documents unilaterally drawn up by the Supplier and data identifying the Supplier, is the Purchaser's author work. The procedures for the conclusion and performance of this Contract make part of the Purchaser's good practice. The Supplier is hereby granted only a non-exclusive, limited right to use the text of the Contract only for the purposes of the performance of this Contract. Any other use of the text of this Contract and/or experience gained during the application of the Purchaser's procedures for the conclusion and performance of the Contract may be used in the activities of the Supplier only after receiving the prior written consent of the Purchaser.

14. AMENDMENT TO THE TERMS AND CONDITIONS OF THE CONTRACT

- 14.1. The price of the Contract and/or rates can be changed in the cases and according to the procedure provided for in the Special Terms and Conditions of the Contract.
- 14.2. The amendments to the Contract may also include:
- 14.2.1. Changing the place or position of delivery, assembly or installation of any part of the Goods; changing the place of provision of any part of the Services;
- 14.2.2. In the case of a fixed price - the refusal of any individual component of the Goods and/or Services or the reduction/increase in the amount of Goods and/or Services by no more than 50% (fifty percent);
- 14.2.3. Replacing the Goods/the Services with analogous ones of no worse quality and of no worse operational characteristics than the ones specified in the Supplier's Tender and that meet the requirements

- of the Technical Specification, as well as changes in the quality, parameters, model or other properties, levels, positions and/or dimensions of any individual part of the Goods/the Services, without changing the price of the replaced Goods/Services;
- 14.2.4. Replacing the Supplier in the event of the transfer of the Supplier's business or in the event of the Supplier's bankruptcy, if the Purchaser's interests will not be violated as a result.
- 14.3. Grounds for amendments:
- 14.3.1. Omissions, inaccuracies, other inconsistencies in the Technical Specifications that the Parties could not reasonably foresee;
- 14.3.2. Inability to provide the Goods/the Services specified in the Contract due to circumstances beyond the Supplier's control (including, but not limited to, when the Goods, materials or equipment required for the proper performance of the Contract are no longer being manufactured or supplied on the market);
- 14.3.3. Circumstances beyond the control of the Contracting Parties that arose or became known after the conclusion of the Contract, which the Contracting Parties could not reasonably foresee, could not control and did not assume the risk of the occurrence of which.
- 14.4. Changes to the terms and conditions of the Contract may be initiated by each Party by submitting an appropriate request to the other Party, indicating the circumstances that necessitate the changes and the documents supporting the request (including, but not limited to, the Supplier's/manufacturer's letter/confirmation that the Goods are no longer manufactured; in the case of replacement of the Goods, documents confirming that the new goods are no worse than those specified in the Supplier's Tender and of no worse operational characteristics).
- 14.5. Possible amendments to the Contract shall be made by written agreement of both Parties. Each such agreement shall become an integral part of the Contract from the date of its conclusion.
- 14.6. During the period of validity of the Contract, the Contract may additionally be amended under the conditions established in the Law on Procurement or the Special Terms and Conditions of the Contract in accordance with the procedure provided for in this Contract.
- 14.7. By written agreement of the Parties, the term (time limits) of supply of the Good/provision of the Services may be extended due to:
- 14.7.1. Circumstances that are beyond the Supplier's control and are not attributable to the Supplier's risk;
- 14.7.2. Any delay, hindrance or interference caused by or attributable to the Purchaser, the Purchaser's personnel or persons engaged by the Purchaser;
- 14.7.3. Additional instructions or information provided by the Purchaser, which affect the terms of Goods supply by the Supplier.
- 14.8. The Parties hereby undertake to immediately inform the other Party in writing about the occurrence of the circumstances specified in Clause 14.7 of the General Terms and Conditions of the Contract. In the cases provided for in Clause 14.7 of the General Terms and Conditions of the Contract, the terms of supply or delivery of the Goods/provision of the Services may be extended for no longer than the circumstances specified in Clause 14.7 of the General Terms and Conditions of the Contract last, however, for a period of no longer than 6 months, unless the Special Terms and Conditions of the Contract provides otherwise.
- 14.9. If the Purchaser purchases additional Goods/Services that were provided for in the Contract, their price rates shall be determined in accordance with the Supplier's Tender and other provisions of the Contract.
- 14.10. The Supplier shall have the right to replace the Goods/the Services specified in his Tender with analogous Goods/Services of no worse quality and no worse operational characteristics than those specified in the Supplier's Tender and meeting the requirements of the Technical Specification, if all the following conditions are met:
- a) The Goods meet or exceed the requirements specified in the Technical Specification; the Services meet or exceed the requirements specified in the Technical Specification;
- b) The price of the Goods/the Services does not change;
- c) The replacement is confirmed in writing by the Purchaser.
- 14.11. The Purchaser, stating the reason in writing, may at any time unilaterally instruct the Supplier to suspend the supply of all or part of the

Goods/provision of all or part of the Services. If such suspension occurs not due to the Supplier's fault, the term of the supply of the Goods/the provision of the Services shall be extended for as long as the suspension of the supply of the Goods/ the provision of the Services lasted (i.e. extended for such a period which, after the disappearance of the circumstances due to which the supply of the Goods/the provision of the Services (part thereof) was suspended, according to the Contract was left for the supply of the Goods (part thereof) before the supply was suspended). Such instruction of the Purchaser to suspend the supply of the Goods/the provision of the Services shall not be considered to be an amendment to the Contract.

- 14.12. The quantities of the Goods/the Services provided for in the Procurement Documents may be purchased by the Purchaser's unilateral decision in smaller quantities without limitations or may not be purchased at all, if the Goods/the Services or their part have become unnecessary for the Purchaser and/or in order to rationally use the funds allocated for the performance of the Contract. The Purchaser is not obligated to purchase all the quantities of the Goods/the Services specified in the Procurement Documents. Refusal of the quantities of the Goods/the Services (part thereof) provided for in the Procurement Documents shall not be considered to be an amendment to the Contract. If the Contract provides for specific terms for the delivery of the Goods/the provision of the Services, the Purchaser shall notify the Supplier in writing of the refusal of the relevant Goods/Services 5 (five) calendar days before the start of the supply of the Goods/the provision of the Services specified in the Contract.

15. BREACHES AND TERMINATION OF THE CONTRACT

- 15.1. If a Party does not perform or improperly performs its obligations under the Contract, it is in breach of the Contract. In the event of a breach of this Contract by a Party, the other Party shall have the right to exercise any legal remedies it may have, including but not limited to:
- 15.1.1. Request the other Party to properly fulfil its contractual obligations;
- 15.1.2. Claim damages;

- 15.1.3. Use the Contract Performance Security, if such a requirement was established in the Procurement Documents;
- 15.1.4. Request the payment of penalties established in the Contract and indemnification for losses;
- 15.1.5. Terminate the Contract on the grounds provided for in the Contract and the Legislation.
- 15.2. The Purchaser shall have the right unilaterally, without going to court and without assuming any liability, to terminate the Contract by notifying the Supplier in writing 5 (five) calendar days in advance, if:
- 15.2.1. The Supplier has violated the representations and guarantees provided for in Clauses 3.2.6-3.2.7 of the General Terms and Conditions of the Contract or his duties provided for in Clause 9.3.12 of the General Terms and Conditions of the Contract. The Parties hereby agree that a breach of the aforementioned provisions of the Contract can be established on the basis of decisions and certifications of authorities, other information provided or after the Purchaser has conducted an internal investigation (in the absence of decisions and certifications of authorities);
- 15.2.2. After the conclusion of the Contract it is established that the employees of the Supplier and/or sub-suppliers, who, according to the list of duties approved by the Purchaser, due to the functions assigned to them or the works assigned to them, may be granted the right to enter the airfields located at VNO or KUN or PLQ without accompaniment, do not meet the requirements set forth in the Law on the Protection of Objects Important to Ensuring National Security of the Republic of Lithuania and/or the requirements of other Legislation, or the Supplier does not provide the documents necessary to verify compliance with national security requirements (if applicable);
- 15.2.3. Upon adoption of a decision in accordance with the procedure established by the Legislation confirming that the Contract/Supplier does not meet the interests of national security;
- 15.2.4. A case of bankruptcy or restructuring is initiated against the Supplier, or a bankruptcy process is being carried out of court, or procedures for forced liquidation or agreement with creditors are initiated, or analogous procedures are being carried out in respect to the

- Supplier according to the laws of the country where the Supplier is incorporated, or the Purchaser becomes aware of other forced implementation of the rights of the Supplier's creditors, which may have a significant impact on the Supplier's abilities to continue the performance of the Contract;
- 15.2.5. The Supplier's qualification had become non-compliant with the requirements of the present Contract and this non-compliance was not corrected within 14 (fourteen) days from the day the qualification became non-compliant;
- 15.2.6. Circumstances provided for in Article 98 of the Law on Procurement occur;
- 15.2.7. In other cases, provided for in this Contract and the Legislation, which entitle the Purchaser to terminate the Contract unilaterally;
- 15.2.8. The Supplier improperly performs the Contract, and this makes a fundamental breach of the Contract.
- 15.3. A breach of the Contract committed by the Supplier is considered fundamental, including but not limited to the cases when:
- 15.3.1. The Goods supplied do not meet the requirements set out in the Contract and the Supplier does not correct the defects in the Goods/the Services within the set deadline;
- 15.3.2. The Supplier has missed the deadline for the supply of the Goods/the provision of the Services more than 2 (two) times in a row, if the supply of the Goods/the provision of the Services is of a continuous nature;
- 15.3.3. The Supplier does not comply with the deadline for the supply of the Goods/the provision of the Services set in the Special Terms and Conditions of the Contract or the Technical Specification and the delay from the end of the scheduled term is more than 30 (thirty) days (if no other term is specified in the Special Terms and Conditions of the Contract or the Technical Specification) or it becomes clear that it is impossible to supply the Goods/provide the Services before the end of the term set in the Special Terms and Conditions of the Contract or the Technical Specification;
- 15.3.4. The Supplier breaches the provisions of this Contract governing competition, the management of intellectual property and confidential information or the engagement of third parties.
- 15.4. If a Party violates the Contract, and this violation is not fundamental and can be removed, the affected Party shall instruct the other Party in writing to remove the violation of the Contract. If the Party that violated the Contract does not remove the violation or the violation cannot be removed, the affected Party shall have the right to apply the liability provided for in the Contract and demand compensation for the damages related to the violation.
- 15.5. The present Contract may be terminated in other cases and on other grounds specified in this Contract, Article 98 of the Law on Procurement and other Legislation as well as by mutual agreement of the Parties.
- 15.6. Upon termination of the Contract:
- 15.6.1. The Supplier shall continue to comply with the Purchaser's reasonable instructions regarding the preservation of the Purchaser's property;
- 15.6.2. The Purchaser shall determine the remaining amounts due to the Supplier for the Goods properly supplied/the Services properly provided but not paid for. However, the Purchaser shall have the right to cover any losses and additional Costs related to the removal of Goods/Services defects, or penalties charged to the Supplier and other costs incurred by the Purchaser as a result of improper performance of this Contract from the amounts due to the Supplier.
- 15.7. The Purchaser shall have the right to unilaterally, without going to court, after notifying the Supplier in writing 10 (ten) calendar days in advance, terminate the Contract for any reason at any time. In this case, the Supplier shall be paid only for the high-quality Goods actually supplied/the high-quality Services actually provided up to the date of termination of the Contract and no other obligations shall arise for the Purchaser, including, but not limited to, the Purchaser shall not be obliged to pay any other amounts and/or make payments to the Supplier.
- 15.8. Upon termination of the Contract due to the fault of the Supplier, the Purchaser shall have the right to apply to the Supplier a fine of 10% (ten per cent) of the Initial Contract Value excluding VAT, which the Purchaser shall have the right to unilaterally offset from the amounts due to the Supplier, reducing them accordingly, unless otherwise provided for in the Special Terms and Conditions of the Contract. If the Contract is terminated due to the Supplier's fault,

- the Supplier shall compensate the Purchaser for all related losses.
- 15.9. The Supplier shall have the right to terminate the Contract by notifying the Purchaser in writing no later than 30 (thirty) days in advance, only in the event that the Purchaser has committed a fundamental breach of the Contract, i. e. did not settle with the Supplier on time, and did not remedy the breach committed within the deadline of at least 30 (thirty) days set by the Supplier.
- 15.10. If the Supplier unreasonably terminates the Contract, the Purchaser shall have the right to apply a fine to the Supplier in the amount of 10% (ten per cent) of the Initial Contract Value excluding VAT, which the Purchaser shall have the right to unilaterally offset from the amounts due to the Supplier, reducing them accordingly, unless otherwise provided for in the Special Terms and Conditions of the Contract. The Supplier shall compensate the Purchaser for the losses incurred in connection with the termination of the Contract.
- 15.11. If, after the conclusion of the Contract, it is determined that the conclusion of the Contract with the Supplier does not meet the interests of national security in accordance with the Legislation, the Contract shall be terminated/invalidated in accordance with the procedure established by the Legislation.

16. LIABILITY OF THE PARTIES

- 16.1. The Parties shall be responsible for non-performance or improper performance of their contractual obligations under this Contract as provided for in this Contract and the Legislation.
- 16.2. If claims were submitted or fines were imposed directly to the Supplier due to the breaches of the provisions of the Contract or the Legislation, the Supplier shall immediately notify the Purchaser and take all measures to minimize the damage caused by the breach as much as possible.
- 16.3. If the Supplier violates the requirements of the Legislation when determining the purposes and means of personal data processing, the Supplier shall be considered the data controller from the point of view of personal data processing, as defined in the General Data Protection Regulation, and thus shall assume full responsibility for such personal data processing.
- 16.4. The Parties hereby declare that the penalties established in this Contract are considered just and fair and agree that these amounts shall not be reduced, regardless of whether part of an obligation was fulfilled. The Parties also acknowledge that the amounts of penalties provided for in the Contract shall be considered the minimum indisputable amounts of losses suffered by the injured Party, which the other Party must compensate the injured Party for the breach (non-compliance) of the Contract, without requiring evidence to confirm the amounts of losses.
- 16.5. Penalties that a Party will be obliged to pay on the basis of the Contract shall be paid on the day of submission of the written request. Losses that a Party will be obliged to indemnify on the basis of this Contract shall be indemnified within the time limits specified in the written request.
- 16.6. Compensation for losses and payment of penalties shall not release a Party from the proper fulfilment of the provisions of the Contract.
- 16.7. The imposition of penalties upon the Supplier shall not release the Supplier from the obligation to compensate the Purchaser for all losses incurred due to the improper performance of the Contract by the Supplier to the extent that they are not covered by penalties. If the Purchaser makes a claim for compensation for the losses incurred, the penalties shall be included in the compensation for the losses.
- 16.8. The Supplier hereby guarantees that the Goods supplied under this Contract shall be subject to a warranty for no shorter term than the time limits provided for in the Legislation, unless otherwise provided for in the Special Terms and Conditions of the Contract. The warranty period for the Goods is determined in the Special Terms and Conditions of the Contract and/or the Technical Specification and starts from the date of transfer of the Goods or part thereof, if the Goods are delivered in parts, to the Purchaser's ownership, i.e. from the date of signing the Certificate of Acceptance of Transfer of Goods or approval of the VAT invoice, when a separate Certificate of Acceptance of Transfer of Goods is not drawn up. Documents confirming the warranty shall

- be handed over to the Purchaser. The Supplier hereby confirms that the warranty will be valid throughout the entire warranty period.
- 16.9. The Parties hereby agree to consider a warranty defect a defect that occurred and/or happened due to the poor quality of the Goods or actions of the Supplier. The warranty shall not apply if the defects in the Goods were caused by repair works performed by the Purchaser or other persons or parts replaced by the Purchaser or other persons without the consent of the Supplier. The Parties also agree that in the event of a dispute as to whether a defect falls under the warranty, it shall be presumed that the defect is under warranty, and the Supplier shall have the responsibility to prove otherwise. If defects in the Goods become apparent during the warranty period, the Supplier shall immediately, but no later than within 3 (three) working days or within another period agreed upon by the Parties in writing, remove these defects at his own expense. If the aforementioned defects cannot be eliminated, the Supplier shall immediately provide new Goods free of charge.
- 16.10. If the identified defects are not eliminated during the warranty period, the warranty period shall be extended for as long as it takes time to remove the identified defects.
- 16.11. If the Supplier does not fulfil his obligations to remove the warranty defects identified during the warranty period or performs this duty improperly, after the Purchaser warns the Supplier in writing that if the Supplier does not start the removal of the warranty defects within 3 (three) working days or does not eliminate the improper removal of the warranty defect, the Purchaser shall have the right to remove the warranty defects at his own expense (by himself or by hiring another person), and the costs in this case shall be reimbursed by the Supplier. The Supplier shall reimburse these costs no later than within 5 (five) working days from the date of dispatch of the Purchaser's claim. If the aforementioned costs are not reimbursed, the Purchaser shall have the right to demand that the Supplier pay the Purchaser late interest of 0.05% (five-hundredths of a percent), calculated from the total amount due for each day of delay, unless otherwise stipulated in the Special Terms and Conditions of the Contract.
- 16.12. The Supplier shall be fully responsible for the quality of the Goods supplied/the Services provided. The Supplier shall be fully responsible for the actions of his own and other persons engaged in the supply of the Goods/the provision of the Services, and undertakes to compensate the Purchaser and third parties for all damages (direct and indirect losses) caused by improper supply of the Goods/provision of the Services, unless otherwise provided for in the Special Terms and Conditions of the Contract.
- 16.13. Should the Supplier fail to supply high-quality Goods/provide high-quality Services or does not eliminate the defects in the Goods/the Services within the deadlines or otherwise violates the time limits of the supply of the Goods/the Provision of the Services, the Purchaser shall have the right to apply a late interest of 0.05% (five-hundredths of a per cent) for each day of such delay, calculated from the value of the Goods not supplied or delayed/ from the value of the Services not provided or delayed, excluding VAT, unless otherwise stated in the Special Terms and Conditions of the Contract. Penalties shall not be claimed if the delays occur due to the Purchaser's fault. The Supplier shall also be obliged to compensate the losses suffered by the Purchaser due to such delays. When removing the defects in the Goods/the Services, the Purchaser, having notified the Supplier no later than 2 (two) working days in advance, shall also have the right to hire third parties to eliminate defects in the Goods/the Services and shall have the right to demand payment of these amounts from the Supplier or to reduce the amounts due to the Supplier in accordance with the Contract by unilateral offsetting these amounts.
- 16.14. In the case provided for in Clause 16.13 of the General Terms and Conditions of the Contract, the Purchaser shall inform the Supplier in writing about the overdue deadline. If the delay is due to the Purchaser's fault or for reasons beyond the Supplier's control, the Purchaser shall indicate in the written notification the number of days for which he will not require penalties from the Supplier.
- 16.15. The Purchaser shall have the right to reduce the amounts due to the Supplier according to the Contract by the amount

of losses caused by the Supplier or the penalties accrued in favour of the Purchaser, unilaterally by offsetting these amounts, i.e. by offsetting the amounts due by the Supplier to the Purchaser into the remuneration due to the Supplier by the Purchaser for the Goods delivered/the Services provided.

17. FORCE MAJEURE

- 17.1. A Party shall be released from civil liability for non-performance or improper performance of its contractual obligations, if it proves that such non-performance or improper performance was determined by circumstances of force majeure that the Party could not control and reasonably foresee at the time of the conclusion of the Contract, and that it could not have prevented the occurrence of these circumstances or the emergence of their consequences. When determining what is considered force majeure, the Parties shall be guided by the Civil Code of the Republic of Lithuania and the Rules of Exemption from Liability in Cases of Force Majeure (with all their amendments and/or additions), approved by the Resolution No. 840 of 16 July 1996 of the Government of the Republic of Lithuania, to the extent that they do not conflict with the Civil Code of the Republic of Lithuania. The fact that there are no goods on the market necessary to fulfil the obligations, a Contracting Party does not have the necessary financial resources, or the counterparties of the debtor violate their obligations shall not be considered to be force majeure.
- 17.2. A Party that cannot fulfil its contractual obligations due to force majeure must immediately, but no later than within 3 (three) working days from the occurrence or discovery of such circumstances, inform the other Party in writing about it, indicate the circumstances of force majeure that prevent it from performing its contractual obligations, and contractual obligations that it will not be able to fulfil, and provide evidence that it has taken all reasonable precautions and made every effort to minimize costs or negative consequences, and also - to notify a possible deadline for the fulfilment of its obligations. In this case, the fulfilment of contractual obligations shall be suspended until the above-mentioned circumstances disappear. If the other Party does not receive the said notification within the above-mentioned deadline or receives it at a later time (in violation of the deadline provided for in this Clause above), then the Party that did not notify/notified too late shall compensate the other Party for the losses caused by the non-receipt of the notification or the late notification. A Party that has not notified the other Party of the circumstances of force majeure shall not be able to rely on them as a basis for exemption from liability for non-performance of the Contract.
- 17.3. The basis for releasing a Party from responsibility arises from the moment of occurrence of force majeure circumstances or, if the notification was not submitted in time, from the moment of receipt of the notification.
- 17.4. If the circumstances of force majeure last for more than 60 (sixty) calendar days, either Party shall have the right to unilaterally terminate this Contract by notifying the other Party in writing 5 (five) calendar days in advance.
- 17.5. After the disappearance of force majeure circumstances, the Party, which was unable to fulfil its contractual obligations due to the circumstances of force majeure, shall immediately, but no later than within 3 (three) working days, notify the other Party in writing and resume the fulfilment of its contractual obligations. If the other Party does not receive the aforementioned notification within the above-mentioned period or receives it at a later date, the Party which failed to provide notification or provided it too late shall compensate the other Party for the losses caused by the non-receipt or late receipt of the notification. If the Party, which was unable to fulfil its contractual obligations due to circumstances of force majeure, after the disappearance of the aforementioned circumstances, does not resume the performance of its contractual obligations within 7 (seven) calendar days from the disappearance of the circumstances of force majeure, the other Party to the Contract shall have the right to unilaterally terminate this Contract by giving written notice of this 3 (three) working days in advance.

18. CONFIDENTIAL INFORMATION

- 18.1. Information disclosed by one Party to the other Party during the performance of the Contract, both knowingly and accidentally, which the disclosing Party identified as confidential or which by its nature should be considered confidential, shall be considered confidential information and the Party that receives it or becomes familiar with it undertakes not to disclose it to third parties and/or not to use it for any other purposes, except as it is necessary for the performance of this Contract. The Parties hereby agree that information related to the Contract may be disclosed to the Parties' legal and financial advisors, if it is related to the performance of the Contract and these advisors undertake not to disclose relevant information to other persons. In the event of doubt as to whether information provided by a Party should be treated as confidential, the Party receiving it shall treat such information as confidential, unless the disclosing Party specifies otherwise. Each of the Parties may disclose this information to third parties only to the extent that it is necessary for the proper performance of this Contract and only after receiving the other Party's written consent in advance, with the exception of information that is required by a court or state authorities that have the right to receive it according to the laws of the Republic of Lithuania or other Legislation.
- 18.2. By this Contract, the Supplier ensures that the persons authorized to perform the Contract will be obligated to protect confidential information in accordance with signed agreement or another legal act that imposes a confidentiality obligation on them.
- 18.3. This obligation of confidentiality shall remain valid both during the validity of the Contract and indefinitely after the expiration of the Contract. The Supplier hereby agrees that the terms of the Contract will be disclosed to a debt collection company, if the Purchaser decides to apply to such a company for the recovery of the Supplier's debt under this Contract, or to a court, when the Purchaser decides to apply to a court due to improper performance/non-performance of this Contract.

19. APPLIED LAW AND SETTLEMENT OF DISPUTES

- 19.1. This Contract has been concluded and shall be interpreted and performed in accordance with the law of the Republic of Lithuania. The laws and other legal acts of the Republic of Lithuania shall apply to the relations arising between the Parties, but not regulated by this Contract.
- 19.2. The Parties hereby agree that all disputes, disagreements, requests and/or claims arising out from this Contract and/or related to it, its performance, termination and/or violation, as well as out of different interpretation of the provisions of the Contract, shall be resolved by negotiations between the Parties in a manner guided by the principles of fairness, reasonableness and justice.
- 19.3. If the Parties fail to resolve disputes/disagreements, demands and/or claims through negotiations, they will be resolved in a court of the Republic of Lithuania, located in the city of Vilnius, in accordance with the procedure established by the laws of the Republic of Lithuania.

20. MISCELLANEOUS

- 20.1. All annexes to the Contract make an integral part of the Contract.
- 20.2. If any provision of this Contract is or becomes partially or completely invalid, it shall not invalidate the remaining provisions of this Contract. In such event, the Parties hereby agree to make every effort to replace the invalid provision with a legally effective provision that, as far as possible, shall have the same effect as the replaced one.
- 20.3. The Supplier shall have no right to transfer the rights and obligations established in the Contract to third parties without the written consent of the Purchaser.
- 20.4. The Purchaser shall have the right, without the Supplier's consent, to transfer all or part of the Purchaser's rights and/or obligations arising out from the Contract to another person, by submitting a notice to the Supplier at least 10 (ten) calendar days before the transfer of rights and/or obligations and indicating the transferee of the

- Purchaser's rights and (or) duties under this Contract, if the Purchaser's functions and/or activities related to this Contract are to be transferred to that third party.
- 20.5. All information, warnings or notices related to this Contract shall be made in writing and shall be sent by e-mail or registered mail or via a courier (with confirmation of delivery) or delivered with confirmation by signature to the addresses specified in Annex 1 of the Special Terms and Conditions of the Contract. Notifications sent by e-mail shall be considered received on the day they were sent or on the next working day if the day of sending was a non-working day or if the e-mail was sent after working hours (after 04.00 p. m.). All information, notices, notifications provided by e-mail, including signed and scanned documents, shall be considered duly delivered. Notices sent by registered mail shall be considered delivered no later than 3 (three) working days after they were sent.
- 20.6. The Parties shall appoint contact persons for communication, whose details shall be specified in Annex 1 of the Special Terms and Conditions of the Contract.
- 20.7. Each Party shall notify the other Party in writing of the changes of its address, contact persons indicated in Annex 1 of the Special Terms and Conditions of the Contract or other details immediately, but no later than within 5 (five) working days from the day of the above-mentioned changes. Until notification on a change of address or other details is provided, all notices and other correspondence sent to the address specified in this Contract shall be deemed to have been delivered properly.
- 20.8. The present Contract has been concluded in the official language. The paper Contract is concluded in two copies with equal legal effect, one copy for each Party. The electronic Contract is concluded in a single copy, by signing it with qualified electronic signatures.
- 20.9. In the event that the Contract is concluded in Lithuanian and English, when interpreting the Contract, priority shall be given to the text of the Contract in the Lithuanian language, unless otherwise provided for in the Special Terms and Conditions of the Contract.