

**SERVICE PURCHASE AND SALE AGREEMENT No**

\_\_\_\_\_ 20  
Klaipėda

**Joint Stock Company Klaipėda State Seaport Authority**, legal entity code 240329870, whose registered office is located at J. Janonio g. 24-1, 92251 Klaipėda, the data on the company being collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by the Director General Algis Latakas, acting in accordance with the company's Articles of Association (hereinafter referred to as the "Buyer") and

\_\_\_\_\_, legal entity code \_\_\_\_\_, whose registered office is located at \_\_\_\_\_, the data on the legal entity being collected and stored at \_\_\_\_\_, represented by \_\_\_\_\_, acting in accordance with \_\_\_\_\_ (hereinafter referred to as the "Supplier"),

hereinafter collectively referred to in this Agreement as the Parties and individually as a Party, have entered into this Service Purchase and Sale Agreement, hereinafter referred to as the "Agreement", and have agreed to the following terms and conditions.

**1. SUBJECT-MATTER OF THE AGREEMENT**

1.1. The Supplier undertakes to prepare for the Buyer a technical specification for a green methanol bunkering vessel (the "Services") in accordance with the terms and conditions set out in the Agreement. The technical task and scope of the Services are set out in Annex 1 to the Agreement. Services include the supply of goods and the execution of works necessary to perform the Services.

1.2. The Services shall be performed at J. Janonio g. 24-1, Klaipėda, unless a different place of performance of the Services is specified in the Agreement.

**2. VALIDITY, COMMENCEMENT, DURATION AND TIME LIMITS OF THE AGREEMENT**

2.1. The Agreement shall enter into force upon signature by both Parties. The Agreement shall remain in force until fulfilment of all obligations provided for therein.

2.2. The Services shall be performed within a period of 5 (five) months from the effective date of the Agreement (hereinafter referred to as the Service Period).

2.3. In the event of the occurrence during the performance of the Agreement of the circumstances referred to in Clause 2.4 of the Agreement, as well as of other circumstances not provided for in the Agreement which prevent the Supplier from performing the Agreement on time and which the Supplier could not reasonably have foreseen, the time limit for the performance of the Services may be extended by agreement between the Parties to the extent of the period of time during which the circumstances prevented the timely completion of the Services, but not more than for a term of 1 month. A request for an extension of the time limit for the provision of the Services, together with all documents supporting the request, must be submitted to the Buyer before the expiry of the time limit for the provision of the Services requested for the extension.

2.4. The Supplier shall have the right to apply to the Buyer for an extension of the time limit for the provision of the Services if:

2.4.1. The Buyer fails to perform and/or improperly performs its obligations under the Agreement and, as a result, the Supplier is unable to properly perform the Services or any part thereof;

2.4.2. the provision is affected by the actions of third parties or any delay, hindrance or obstruction preventing the Supplier from performing the Services on time;

2.5. The Agreement shall cease to have effect if it has been duly performed, if it is terminated in the cases provided for by law or by the Agreement, in the event of a court decision to that effect, and in any other case provided for by law or the Agreement.

2.6. The Buyer may suspend performance of the Agreement or any part thereof for such time and in such manner as it deems appropriate. If the period of the single suspension lasts more than 60 (sixty) days, the Supplier shall have the right to request the resumption of performance of the Agreement within thirty (30) days after the expiration of the maximum period of the single suspension, and in the event that the Buyer fails to resume performance of the Agreement within ten (10) days, the Supplier shall be entitled to terminate the Agreement by agreement of the Parties.

### 3. PRICE (PRICING RULES) AND PAYMENT TERMS

3.1. The method used to calculate the Agreement price is **fixed prices**.

3.2. Agreement price:

Agreement price excluding VAT	_____ (specify amount in figures and currency of payment) _____ (specify amount and currency of payment in words)
VAT (21%)	_____ (specify amount in figures and currency of payment) _____ (specify amount and currency of payment in words)
Agreement price (sum of Agreement price excluding VAT and VAT)	_____ (specify amount in figures and currency of payment) _____ (specify amount and currency of payment in words)

3.3. The initial value of the Agreement shall be equal to the Agreement price without VAT as indicated at the time of conclusion of the Agreement, i.e. \_\_\_\_\_. The initial value of the Agreement shall remain unchanged throughout the term of the Agreement, except in the event that the Agreement Price is revised in accordance with the procedures set out in the Agreement due to a change in the price level.

3.4. The Agreement Price shall include the price of the Services, all taxes, the cost of materials and equipment, transport costs, accommodation costs, the cost of preparing and submitting the documents required by the Buyer, and any other direct and indirect costs incurred by the Supplier in connection with the performance of the Services. By signing the Agreement, the Supplier declares that it has thoroughly examined the technical specification and the conditions as set out in the purchase documents and the Agreement, and that it has anticipated and evaluated the entire scope of the Services. If other additional services are necessary for the proper performance of the Agreement which any professional and reasonable Supplier would have foreseen at the time of the conclusion of the Agreement, but which the Supplier did not foresee and did not include in the Agreement price, the Supplier shall undertake to perform such services at its own expense.

3.5. The Agreement Price shall remain unchanged throughout the term of the Agreement.

3.6. The Buyer undertakes to pay for the Services in the following order:

**3.6.1.** payments shall be made within 30 days after the submission of the invoice for payment in accordance with the procedure set out in the Agreement by bank transfer to the bank account specified in the Agreement for the Supplier. **Invoices must show the date and number of the Agreement.**

3.7. The Buyer shall pay to the Supplier the sums due under the Agreement by payment order to the bank account specified in the Agreement. The money shall be deemed to have been paid on the date on which the Buyer has submitted a payment instruction to his bank for the payment order.

3.8. Payment for the Services shall be made in euro upon the signing of the Service Acceptance-Transfer Deed and the Buyer's acceptance of the invoice submitted in accordance with the Agreement. Where the Agreement provides for the provision of Services in stages and interim payments, such payments shall be made in accordance with the procedures set out in this Clause.

3.9. For the purposes of the Agreement, all invoices must be submitted electronically only. Electronic invoices conforming to the European eInvoicing Standard shall be provided by means of the Supplier's choice. Electronic invoices that do not comply with the European eInvoicing Standard can only be submitted through the General Information System for the management of accounts (SABIS)..... Invoices submitted by other means will be considered as incorrect and will not be accepted.

#### **4. SERVICE TRANSFER AND QUALITY**

4.1. The Services must be performed for the entire duration of the Services as set out in the Agreement. The performance of the Services may not be performed in instalments, unless otherwise specified in the Agreement.

4.2. The Supplier, having fulfilled all the obligations under the Agreement, must be obliged to apply to the Buyer for the signing of the Service Acceptance-Transfer Deed. The Buyer shall, within 5 (five) working days at the latest, either sign the Service Acceptance-Transfer Deed or reject the Supplier's request to sign the Service Acceptance-Transfer Deed, stating the reasons for its decision, the time limits for the correction of the deficiencies, and the measures the Supplier must take to ensure that the Service Acceptance-Transfer Deed is signed. The Supplier must remedy the defects identified immediately and at its own expense. The Service Acceptance-Transfer Deed shall be signed in two (2) copies having equal legal force or, in the case of an electronic document, shall be signed by both Parties with an electronic signature. Where the Agreement provides for the provision of the Services in stages and interim payments, the procedure set out in this clause for the transfer of the Services to the Buyer shall also apply to the transfer of a part (stage) of the Services.

4.3. The Buyer shall sign the Service Acceptance-Transfer Deed if the Services comply with the terms and conditions of the Agreement, the requirements set out in the normative documents applicable in the Republic of Lithuania, and other requirements normally applicable to services of this type.

4.4. All results and related rights acquired in the performance of the Agreement, including copyright and other intellectual or industrial property rights, shall be the property of the Buyer.

4.5. Ownership of the result of the performance of the Services, when created, shall pass to the Buyer upon the signing of the Service Acceptance-Transfer Deed in accordance with the Agreement.

#### **5. RIGHTS AND OBLIGATIONS OF THE PARTIES**

##### **5.1. The Buyer undertakes to:**

5.1.1. perform the Agreement duly and faithfully;

5.1.2. cooperate with the Supplier during the performance of the Agreement by providing information reasonably required for the performance of the Agreement, which has become necessary during the performance of the Agreement;

5.1.3. accept the Services duly provided and to pay the Agreement Price for the Services duly and punctually provided in accordance with the terms and conditions of the Agreement;

5.1.4. grant the necessary authority to the Supplier to act on behalf of the Buyer (if such authority is required);

5.1.5. duly perform other obligations provided for in the Agreement and in the legislation of the Republic of Lithuania.

**5.2. The Buyer has the right to:**

5.2.1. carry out, without prior notice, any inspections that the Buyer deems necessary in the event of a suspicion that the Supplier is failing to provide the Services in a timely manner, or that the Services are being provided in a poor quality, unprofessional or irregular manner;

5.2.2. during the course of the provision of the Services, require, upon written and reasoned request, the replacement of an employee of the Supplier or of the person performing the Supplier's duties, if it considers that such person is not diligent or is not performing his/her duties properly;

5.2.3. exercise other rights of the Buyer provided for in the Agreement and in the legislation of the Republic of Lithuania.

**5.3. The Supplier undertakes to:**

5.3.1. provide the Services to the Buyer in accordance with the Agreement and the Buyer's orders, as and when placed, at the Agreement Price, at its own risk and expense, with the utmost care and efficiency, including, but not limited to, the provision of the Services in accordance with the best generally accepted professional, technical standards and practices, using all relevant skills and knowledge;

5.3.2. provide the Services within the time specified in the Agreement (or, if the Agreement specifies phases for the provision of the Services, within the time specified in the separate phases), to deliver the Services, to hand over to the Buyer the result of the Services specified in the Agreement, and to remedy any deficiencies identified;

5.3.3. ensure that, at the time of the conclusion of the Agreement and throughout its term, the Supplier and its employees maintain the necessary qualifications and experience to provide the Services. If the Supplier's qualifications for the activity in question have not been checked or have not been fully checked during the performance of the purchase, ensure that the Agreement is performed only by persons who are qualified to perform the activity. If the Supplier wishes to replace the professional(s) whose qualifications it has relied on to justify its compliance with the qualification requirements, it must inform the Buyer in writing and provide the documents confirming the qualifications of the replacement professional. The Buyer shall, upon receipt of a request from the Supplier for a change of specialist, verify within 7 days at the latest whether the qualifications of the new specialist meet the requirements of the purchase documents and shall notify the Supplier in writing of its agreement to the change of the specialist, or shall provide a reasoned refusal.

5.3.4. indemnify the Buyer at its own expense against any claims, losses arising from the Supplier's acts or omissions in the performance of the Agreement, and to compensate third parties for damages caused by its faulty actions and for losses suffered by third parties, including losses resulting from the violation of any legislation, the unauthorised use of patents, trademarks, other intellectual property or the infringement of the rights of any person;

5.3.5. inform the Buyer within 5 (five) days of any significant circumstances (e.g. seizure of assets or application of interim measures, conclusion of an arrangement with creditors, the occurrence of grounds for bankruptcy or restructuring proceedings, the filing of petitions for the commencement of bankruptcy or restructuring proceedings against the Supplier, the commencement of bankruptcy or restructuring proceedings, tax arrears, and any other circumstance) that have or may have an impact on the proper performance of the contractual obligations;

5.3.6. not use the Buyer's trademark or name in any advertising, publications or otherwise without the Buyer's prior written consent;

5.3.7. to ensure the confidentiality and protection of information received from the Buyer during the performance of the Agreement and related to the performance of the Agreement, except where

disclosure of the information is regulated by the laws of the European Union and the Republic of Lithuania;

5.3.8. return to the Buyer, upon written request, all documents received from the Buyer for the performance of the Agreement;

5.3.9. comply with the procedures set out in the Agreement for the notification of sub-suppliers' contact details and the use of representatives, replacement, additional and new sub-suppliers;

5.3.10. comply with the environmental, social and labour law obligations laid down in the legislation of the European Union and the Republic of Lithuania, collective agreements and international conventions referred to in Annex 7 to the Law on Procurement;

5.3.11. sign a personal data processing agreement if the Supplier will process personal data on behalf of the Buyer in the performance of the Agreement;

5.3.12. read and comply with the Anti-Corruption Policy of the Klaipėda State Seaport Authority (hereinafter referred to as the Policy) and the Code of Conduct for Business Partners of the Klaipėda State Seaport Authority (hereinafter referred to as the Code) in relations with the Buyer and third parties engaged for the performance of the Contract. The Policy and the Code, and any amendments thereto, can be consulted at <http://www.portofklaipeda.lt>. The Supplier must ensure that the requirements of this clause and the Policy and the Code are complied with by the Supplier's employees and other representatives of the Supplier and of any third parties it engages to perform the Agreement;

5.3.13. Not to use sub-suppliers, not to rely on the capacities of economic entities during mobilisation, war, state of emergency (or where the Government of the Republic of Lithuania has assessed the risk that factors which have led or may lead to the declaration of mobilisation, the imposition of martial law or a state of emergency threaten national security), as well as not to supply (not to use for works or services) Goods (including their components, packaging), the place of registration of the manufacturer of which or the place of registration of the legal entity controlling any of the above-mentioned entities, or the place of permanent residence of the natural person, or the state of citizenship of the natural person, is included in the List of Hostile Countries and Territories approved by the Government of the Republic of Lithuania (hereinafter referred to as the "List"), as well as not to supply (not to use in the performance of works or services) Goods (including their components, packaging), the country or territory of origin of which is listed in the List, not to provide services which are provided from the countries or territories listed in the List. Upon the Buyer's request, the Seller undertakes to provide the documents referred to in the Law confirming the registration of the Seller, the sub-supplier, the economic entity on whose capacities the Seller relies, the manufacturer of the Goods (including their components, packaging) or the registration of the legal entities controlling such entities, or the place of residence and nationality of the individuals, as well as documents issued by the manufacturer or other third party confirming the origin of the Goods (including their components, packaging) supplied (used in the performance of works or services) and the place from which the Services are provided. Where compliance with the requirements of this clause has been verified during the purchase process leading to the Agreement, the Supplier must promptly inform the Buyer of any changes to this information or of any new information that emerges during the performance of the Agreement.

5.3.14. The Supplier must continuously monitor and identify the risks related to sanctions compliance within the scope of the Supplier's activities, be familiar with and comply with the provisions of the Buyer's Sanctions Enforcement and Control Policy (<https://portofklaipeda.lt/wp-content/uploads/2024/10/Sankciju-politika.pdf>) or have its own internal documents for the implementation of sanctions requirements, which is in line with the Buyer's Sanctions Enforcement and Control Policy, and to ensure that these requirements are complied with by the economic operators on whose capacities the Supplier relies and by the sub-suppliers engaged by the Supplier;

5.3.15. The Supplier undertakes not to publish (make public) in any form whatsoever any press releases, promotional information, social media postings or other information relating to the Buyer, the performance of the Agreement or the Agreement Project without the Buyer's prior written consent. The Buyer shall decide on the consent referred to in this clause within 5 (five) working days on the basis of the Supplier's written request submitted to the Buyer together with the final content to be published (text, visual material, etc.). Failure to provide consent within 5 (five) working days after all the information referred to in this clause has been provided to the Buyer shall be deemed to be the Buyer's refusal to consent to the publication of the relevant information. For each case of publication of information in violation of the requirements set out in this clause, the Supplier shall, at the request of the Buyer, be liable to pay a fine of EUR 1,500 (one thousand five hundred) for each case of non-compliance found.

5.3.16. duly perform other obligations provided for in the Agreement and in the legislation in force in the Republic of Lithuania.

5.4. The Supplier confirms that at the time of conclusion of the Agreement, the Supplier, its sub-suppliers and the entities whose capabilities the Supplier relies on are not subject to any international sanctions and/or international sanctions of other countries (the United Kingdom or the United States of America), and/or other restrictive measures imposed by the laws of the Republic of Lithuania, which are or may be applicable in the Republic of Lithuania and which may have an effect on the execution of the Agreement. Should the sanctions or restrictive measures referred to in this Clause be imposed on the Supplier or on the entities on whose capacities the Supplier has relied during the performance of the Agreement, the Supplier undertakes to notify the Buyer in writing without delay, and, should the sanctions or restrictive measures be imposed on the sub-suppliers used by the Supplier, to exclude such sub-suppliers from the performance of the Agreement and, if necessary, to replace such sub-suppliers in the manner provided for by the Agreement. The Supplier who is in breach of its obligations under this Clause of the Agreement, and in the event that the Supplier's representations set out in this Clause are found to be untrue, must be liable to indemnify the Buyer against any loss arising from such breach and inconsistency, including, but not limited to, loss arising from termination of the Agreement.

5.5. The **Supplier shall be entitled** to receive the Agreement Price, provided that the Supplier duly performs the Agreement, as well as exercises other rights provided for in the Agreement and in the legislation of the Republic of Lithuania.

5.6. Neither Party shall be entitled to assign all or part of its rights and obligations under this Agreement to any third party without the prior written consent of the other Party.

## 6. SUBCONTRACTING AND JOINT ACTIVITIES

6.1. For the performance of the Agreement, the Supplier intends to use the following sub-suppliers to carry out the Services referred to in this clause (including the execution of the works and the supply of the goods covered by the provision of the Services):  
 \_\_\_\_\_ (This clause is to be completed if the Supplier's tender specifies the part of the provision of the Services to be subcontracted and the sub-suppliers to be used).

6.2. Upon conclusion of the Agreement, but no later than the commencement of performance of the Agreement, the Supplier undertakes to inform the Buyer of the names, contact details and representatives of the sub-suppliers known at that time. The Supplier also undertakes to inform of changes to this information throughout the performance of this Agreement, and to provide this information for additional and new sub-suppliers it intends to use subsequently.

6.3. The Supplier may, during the period of performance of the Agreement and for those Services for which the Supplier has subcontracted in its tender, either change the sub-supplier used or use

an additional sub-supplier without changing the sub-suppliers used (hereinafter referred to as "Additional sub-supplier").

6.4. The Supplier shall be entitled to use a new sub-supplier during the period of performance of the Agreement, even if it did not foresee the use of sub-suppliers for the relevant part of the Services at the time of the submission of the tender (hereinafter referred to as the "New sub-supplier"), if during the period of performance of the Agreement there arise material circumstances which make such use necessary and which a prudent Supplier could not have foreseen, including, without limitation, cases where:

6.4.1. the Supplier's equipment necessary for the performance of the Services breaks down and the Supplier is unable to repair it or, due to weather conditions or other reasons, is unable to deliver the replacement or other necessary equipment to the place of performance of the Services within a time period exceeding 5 days or any other time period as specified by the Buyer which would materially interfere with the performance of the Services in accordance with the time limits for the performance of the Services as set out in the Agreement;

6.4.2. the goal is to complete the Services within the specified timeframe and as a result of which the efficiency of the Services needs to be improved, or if the Buyer reasonably requires the Services to be completed earlier;

6.4.3. the Agreement is modified or additional services are purchased on the grounds set out in Article 97(1)(2) to (5) and (2) of the Law on Procurement;

6.4.4. there are any other significant features of the Supplier's organisational structure or business activities related to the provision of the Services.

6.5. A Supplier wishing to change a sub-supplier, to use an additional sub-supplier or to use a new sub-supplier must inform the Buyer in advance in writing of the intended change or the use of an additional or new sub-supplier, and must provide evidence of the qualifications of the changing, additional or new sub-supplier (where qualification requirements have been imposed on sub-suppliers, or where the right to provide the Services for which the new sub-supplier is used is linked to qualification requirements) and the absence of grounds for exclusion (where the Supplier has relied on the capability of the sub-supplier being replaced or where the Agreement provides for the right of the Buyer to require sub-suppliers to provide a document proving the absence of grounds for exclusion). In order to use a new sub-supplier, the Supplier must additionally state the reasons for using the new sub-supplier.

6.6. The Buyer shall, upon receipt of the Supplier's request and all documents, verify, within 5 (five) working days of receipt of all documents, whether (where applicable) the sub-supplier's qualifications meet the requirements set out in the purchase documents and whether there are grounds for compulsory exclusion of the sub-supplier. Once the Parties have fulfilled all the conditions set out in this Clause, an agreement to amend the Agreement shall be concluded.

6.7. If the Supplier changes a sub-supplier, additional sub-supplier or new sub-supplier in violation of the procedures set out in the Agreement, the Supplier shall, at the request of the Buyer, immediately withdraw from the services of such sub-supplier and replace it with a suitable sub-supplier in accordance with the procedures set out in the Agreement.

6.8. The Supplier must immediately withdraw from a sub-supplier subject to international sanctions or other restrictions and must ensure that such sub-supplier does not perform the Agreement from the time of the imposition of the sanctions or other restrictions on it, and must, if necessary, replace such sub-supplier with another in accordance with the procedures set out in the Agreement.

6.9. If, during the performance of the purchase, the qualifications of the Supplier and/or the sub-supplier have not been verified as to the right to engage in the activity in question, or have not been verified to the full extent, the Supplier undertakes to the Buyer that the Agreement will be performed

only by persons who are qualified to do so. At the request of the Buyer, the Supplier shall provide the Buyer with documents proving the sub-supplier's right to engage in the relevant activities.

6.10. The Supplier shall at all times remain liable for the performance of the Agreement, including the quality of the part of the Agreement to be subcontracted, and for any damage caused.

6.11. If the Supplier uses sub-supplier(s) to perform the Agreement, a tripartite direct payment Agreement may be signed between the Buyer, the Supplier and the sub-supplier, describing the procedure for direct payment to the sub-supplier. The Buyer shall, no later than 3 (three) working days after the entry into force of the Agreement and receipt from the Supplier of the contact details of the sub-supplier referred to in Clause 6.2 of the Agreement, and in the case of a change of the sub-supplier, or the engagement of an additional or new sub-supplier, as provided for in the Agreement, from the date of the Buyer's consent to the change of the sub-supplier, shall inform the sub-supplier in writing of the possibility of a direct settlement, and the sub-supplier shall submit to the Buyer a written request for the conclusion of the trilateral settlement Agreement in order to make use of such a possibility. No advance payment may be made to the sub-supplier and direct payment to the sub-supplier may only be made after the Buyer has accepted the Services provided by the sub-supplier from the Supplier in accordance with the procedures set out in the Agreement. The tripartite Agreement shall not be in conflict with the provisions of the Agreement and the purchase documents, and the tripartite Agreement shall also provide for the Supplier's right to object to unjustified payments to the sub-supplier. In the event of a dispute between the Supplier and the sub-supplier, they shall resolve the dispute independently, without the participation of the Buyer. The amounts due to the Supplier shall be reduced by the amounts paid to the sub-supplier.

6.12. Where the Agreement is awarded to a Supplier representing entities acting in a joint venture agreement, the Supplier shall be subject to the terms regarding joint venture as set out in the purchase documents: *[to be added at the time of award of the Agreement]*.

## **7. AMENDING AND TERMINATING THE AGREEMENT**

7.1. The Agreement may be amended, supplemented or terminated only in writing. The Agreement shall be amended by the Parties signing an Agreement to amend the terms and conditions of the Agreement, except in the cases provided for in the Agreement, where the terms and conditions of the Agreement may be amended by unilateral written notice:

7.1.1. In the event of a change in the Party's address, bank account number, contact details, other details of the Party provided for in the Agreement during the term of the Agreement, the Parties shall not enter into a written Agreement to amend the Agreement. A Party that changes its particulars or other data must, in accordance with the notification procedures set out in the Agreement, inform the other Party in writing of the change;

7.1.2. Where a Party has received a request from the other Party to recalculate the price of the Services in accordance with the terms and conditions set out in the Agreement and notifies the Party making such request in writing of its agreement to recalculate the price of the Services, the recalculated price of the Services shall apply from the date on which the agreement to recalculate the price of the Services is concluded or from the date on which the other Party was notified of the agreement to recalculate the price of the Services within the time limit set out in the Agreement, whichever is the earlier.

7.2. The terms and conditions of the Agreement may be amended during the term of the Agreement in the cases and on the grounds set out in Article 97 of the Law on Procurement.

7.3. During the term of the Agreement, the Party initiating the amendment of the terms and conditions of the Agreement shall submit to the other Party a written request to amend the terms and conditions of the Agreement and copies of the documents supporting the circumstances, arguments and explanations referred to in the request. The other Party shall respond to the request to amend a condition of the Agreement in a reasoned manner not later than within 10 (ten) working

days. In the event of disagreement between the parties as to whether to amend the terms and conditions of the Agreement, the Buyer shall have the right to decide on the further performance of the Agreement.

7.4. Amendments to the Agreement shall enter into force upon signature, unless otherwise agreed by the Parties. The amendments to the Agreement shall constitute an inseparable part to the Agreement.

7.5. The Buyer shall have the right to unilaterally terminate the Agreement out of court by giving the Supplier at least 15 (fifteen) days' written notice on the grounds provided for in Article 6.217(1) and (3) and Article 6.721(1) of the Civil Code, including the following grounds:

7.5.1. if the Supplier is being reorganised (including merging, demerging), separated or going through bankruptcy other than under the terms of Article 97(1)(4)(b) of the Law on Procurement, and fails to provide, upon request by the Buyer, credible evidence of the possibility of the performance of those obligations on terms and conditions satisfactory to the Buyer in the future;

7.5.2. if it transpires that, in the pursuit of the Agreement, the Supplier has entered into an agreement that impermissibly restricts competition;

7.5.3. if the Supplier is more than thirty (30) days late in performing the Services or any part thereof, or if the Supplier is late in performing the Services within such other period as the Buyer may reasonably specify;

7.5.4. if the performance of the Services has to be postponed for an indefinite period of time due to Force Majeure, or if the Force Majeure event lasts longer than 3 (three) months;

7.5.5. if it becomes apparent that the Supplier is subject to seizure of assets or provisional measures of protection, the Supplier has entered into an amicable Agreement with creditors, the grounds for bankruptcy or restructuring proceedings have arisen, or a petition has been lodged for the opening of bankruptcy or restructuring proceedings against the Supplier, bankruptcy or restructuring proceedings have been instituted, tax arrears have been incurred or other relevant circumstances exist, and the totality of these circumstances suggests that the Supplier will not be able to perform the Agreement in a timely manner or to a high standard, or that the recovery of damages resulting from the breach of the Agreement may be impeded;

7.5.6. if the Supplier (including any of the Supplier's employees, agents, sub-suppliers, representatives, etc.) gives or offers (directly or indirectly) to any employee of the Buyer any benefit in the form of an item, gratuity, commission, service or other tangible or intangible benefit as an inducement or reward for doing or refraining from doing any act in connection with the Agreement or for showing or refraining from showing favour or disfavour to any person in connection with the Agreement (a "Bribe"). In the event of termination of the Agreement by the Buyer on this basis, the Supplier must reimburse the Buyer for all costs incurred in completing the Agreement and must compensate the Buyer for any losses incurred as a result of the termination;

7.5.7. when the Services become unnecessary for the Buyer due to changes in the Buyer's needs;

7.5.8. when the Supplier fails to provide a renewal of the Agreement Performance Guarantee Document in accordance with the procedure laid down in the Agreement, where this obligation is laid down in the Agreement;

7.5.9. if the interest assessed against the Supplier exceed 10 (ten) % of the initial Agreement value;

7.5.10. if the Supplier, its employees or the professionals used by the Supplier do not meet the qualification requirements set out in the purchase documents;

7.5.11. on the grounds set out in Article 98(1) of the Law on Procurement.

7.6. If any of the Supplier's confirmations provided for in Clause 5.4 of the Agreement turn out to have been erroneous or if any of the obligations are not fulfilled, or if during the performance of the

Agreement it becomes apparent that the performance of the Agreement is contrary to the international sanctions enforced in the Republic of Lithuania, the Agreement may be terminated unilaterally by the Customer, without any period of notice being required.

7.7. The Supplier shall have the right to terminate the Agreement by giving 15 (fifteen) days' written notice to the Buyer if the Buyer is more than 30 (thirty) days in arrears and, notwithstanding the Supplier's requests in writing, does not take steps to remedy the situation within the period specified by the Supplier, and in any other case provided for by the Agreement and by law.

7.8. If the Buyer terminates the Agreement due to improper performance of the Agreement by the Supplier, the Buyer shall pay the Supplier only for the Services duly performed in accordance with the signed Service Transfer-Acceptance Deed and the invoices submitted for payment in accordance with the procedure set out in the Agreement. The Supplier must reimburse the Buyer for all costs incurred by the Buyer as a result of such termination in connection with the completion of the Services provided for in the Agreement, and must compensate the Buyer for any losses incurred as a result of such termination.

7.9. If the Buyer terminates the Agreement on the grounds provided for in Article 6.721(1) of the Civil Code, the Supplier shall be entitled to reimbursement of the other reasonable costs incurred by the Supplier to perform the Agreement up to the time of receipt of the notice of termination of the Agreement from the Buyer, only in the event that the Supplier is not in delay in the performance of all or any part of the Services up to the time of the notice of termination.

7.10. If the Supplier has terminated the Agreement due to improper performance of the Agreement by the Buyer, the Supplier shall only be entitled to be paid for the Services duly performed in accordance with the signed Service Transfer-Acceptance Deed and invoices accepted by the Buyer.

## **8. LIABILITY OF THE PARTIES**

8.1. If, through no fault of the Buyer, payment for the Services is not made within the time limits, the Buyer must, at the request of the Supplier, pay to the Supplier, for each day of delay, a default interest of 0.05% (five one-hundredths of one per cent) on the amount of the default not paid on time, up to a maximum of 10% (ten per cent) of the original Agreement value.

8.2. If the Supplier fails to provide the Services within the prescribed time limit, the Buyer shall be entitled, without formal notice and without prejudice to its other legal remedies, to charge interest at the rate of 0.05% (five one-hundredths of one percent) of the Agreement Price exclusive of VAT for each day the time limit is missed, up to a maximum of 10% (ten percent) of the initial Agreement value. If required by the Buyer, the Supplier must be liable to pay both interest and damages, with damages not covered by the interest.

8.3. The Parties agree that penalties shall be deemed to be the minimum loss suffered by the Parties which need not be proved. The Buyer shall have the right to deduct interest and penalties from amounts due to the Supplier by unilateral set-off in accordance with the procedure laid down in the Civil Code of the Republic of Lithuania or to apply a claim to the security for performance of the Agreement, where provided for under the Agreement.

8.4. If it is not clear what has caused the delay in the performance of the Agreement, or if there is no clear unlawful act of the Parties in causing the delay in the performance of the Agreement, the Parties may by separate Agreement agree on the amount of the liability to be imposed under the Agreement.

## **9. CONFIDENTIALITY**

9.1. The information contained in and/or relating to the Agreement, as well as any other information disclosed by the Parties to each other during the performance of the Agreement, whether

intentionally or accidentally (other than information which may not be regarded as confidential information by virtue of the law, as well as information which may be publicly available), shall be confidential. Each Party undertakes not to disclose any confidential information received from the other Party in connection with the performance of the Agreement. Such information may be disclosed to third parties, both during the term of the Agreement and after termination of the Agreement, only to the extent that such disclosure is necessary for the proper performance of the Agreement, and only with the prior written consent of the other Party, subject to compliance with the requirements of personal data protection.

9.2. The Parties agree that in the event of disclosure of confidential information, the Supplier shall indemnify the Buyer against all direct damages.

9.3. Each Party must ensure compliance with the legislation of the European Union and the Republic of Lithuania on state, official or commercial secrets and data protection. The Supplier confirms that it has been informed of and has read the rules on the processing of the Buyer's personal data published at [www.portofklaipeda.lt](http://www.portofklaipeda.lt).

9.4. The Supplier may not use the Customer's data for direct marketing purposes (including for sending promotional messages).

9.5. The confidentiality and personal data processing terms of the Agreement are of indefinite duration.

## **10. CORRESPONDENCE AND THE PERSONS RESPONSIBLE FOR PERFORMANCE OF THE AGREEMENT**

10.1. The parties correspond in Lithuanian. All notices, consents and other communications that a Party may give under the Agreement shall be deemed valid and duly served if they are served on a Party's representative or sent by post, email or fax to the addresses specified in the Agreement.

10.2. In the event of a change in the address and/or other particulars of the Party specified in the Agreement, as well as in the person responsible for the performance of the Agreement, the Party shall inform the other Party by giving at least five (5) business days' notice. Any claims by a Party arising out of or in connection with improperly served notices will be deemed unfounded.

10.3. The person(s) responsible for the performance of the Agreement on the side of the Buyer shall be [\_\_\_\_], tel. [\_\_\_\_], e-mail [\_\_\_\_]. The representative(s) referred to in this Clause shall not have the right to amend or terminate the Agreement.

10.4. The person responsible for the performance of the Agreement on the side of the Supplier shall be Commercial Project Manager Virginija Ketlerienė Tel. No: +370 637 41663, e-mail [v.ketleriene@port.lt](mailto:v.ketleriene@port.lt).

10.5. The Parties may change the representatives and their contact details referred to in the Agreement by unilateral written notice.

## **11. FORCE MAJEURE**

11.1. A Party shall not be held liable for any failure or partial failure to perform its obligations under the Agreement if the Party proves that such failure or partial failure is due to unusual circumstances beyond the control of the Parties and beyond their reasonable control to foresee, prevent or remedy by any means, such as: Decisions of the Government of the Republic of Lithuania and other acts affecting business of the Parties, political disturbances, strikes, declared and undeclared wars, other armed conflicts, fires, floods and other natural disasters. Force majeure shall be deemed to be the circumstances referred to in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules on Exemption from Liability in the Event of Force Majeure approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996. When determining the circumstances of force majeure, the Parties shall be guided by the Resolution of the Government of the Republic of

Lithuania No 222 of 13 March 1997 "On the approval of the Procedure for Issuing Certificates Certifying Force Majeure Circumstances". In the event of force majeure, the Parties to the Agreement shall be exempted from liability for the full or partial non-fulfilment or improper fulfilment of their obligations under the Agreement according to the procedure laid down by legal acts of the Republic of Lithuania, and the time limit for the fulfilment of the obligations shall be extended.

11.2. The Party requesting to be relieved of liability must notify the other Party in writing of the force majeure circumstances as soon as possible, but no later than within 3 (three) working days after the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimize the costs or adverse consequences, and of the likely time limit for the fulfilment of its obligations. Notification is also required when the grounds for the non-fulfilment of the obligations cease to exist. If a Party fails to give timely notice or to inform, it must be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

11.3. A Party shall be exempt from liability if the Force Majeure circumstances beyond the control of the Parties and not reasonably foreseeable or avoidable (by any means whatsoever) have lasted for a period of more than 3 (three) months.

## **12. FINAL PROVISIONS**

12.1. This Agreement has been concluded following a Green Procurement in accordance with the description of the procedure for the application of Environmental Criteria in Green Procurement, approved by the Order of the Minister of the Environment of the Republic of Lithuania No D1-508 of 28 June 2011 "On the Approval of the Procedure for the Application of Environmental Criteria in Green Procurement", 4. 4.3, i.e. only intangible (intellectual) or other services not related to the creation of a tangible object, the provision of which is not expected to have a significant negative impact on the environment, does not create a source of pollution or generate waste.

12.2. The Agreement shall be drawn up in the Lithuanian language in two (2) copies, each having equal legal force, one for each Party or, in the case of an electronic document, signed by both Parties with an electronic signature. Where the Agreement or any other instrument provided for therein is signed with a qualified electronic signature, it shall be drawn up according to requirements of the Specification of the Electronic Document Signed with Electronic Signatures ADOC-V1.0 approved by Order No V-60 of the Lithuanian Chief Archivist of 7 September 2009.

12.3. If any provision of the Agreement is invalid, it shall not invalidate the entire Agreement, excluding the cases where the Parties would not have entered into the Agreement at all without that provision. The Parties agree that in the event of the invalidity of one of the terms of the Agreement, provided that such invalidity does not invalidate the Agreement as a whole, the said term shall, by written Agreement between the Parties, be immediately replaced by a new term which is the closest to the invalid term in terms of its meaning and content, and which shall have a similar legal and economic effect to that of the term replaced.

12.4. The Agreement is governed by the law of the Republic of Lithuania. Disputes arising between the Parties in connection with the Agreement shall be settled by negotiation or, in the event of failure to reach an agreement by negotiation, by judicial dispute resolution in the courts of the Republic of Lithuania.

12.5. Time limits set out in the Agreement in days shall be calculated in calendar days (d.), unless otherwise specified in the Agreement.

12.6. The Parties confirm that it has read the Agreement, understood its contents and consequences, accepted it as being in accordance with its aims and signed it.

12.7. The Annexes to the Agreement shall form an integral part thereof. Annexes to the Agreement:

12.7.1. Annex 1 to the Agreement - Technical Task, [ ] p.;

12.7.2. Annex 2 to the Agreement – [\_\_\_\_\_].

### 13. DETAILS AND SIGNATURES OF THE PARTIES

13.1. On behalf of the Buyer

13.2. On behalf of the Supplier

JOINT STOCK COMPANY  
KLAIPĖDA STATE SEAPORT AUTHORITY  
Legal entity code 240329870  
J. Janonio g. 24-1, 92251 Klaipėda  
Tel. (0 46) 499 799  
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S/A LT14 7300 0100 3488 9443  
“AB Swedbank”, bank code 73000

Director General L.S.  
Algis Latakas