

INSURANCE CONTRACT FOR THE HULL OF THE WASTE COLLECTION VESSEL AND TWO PILOT BOATS NO

_____ 2025
Klaipėda

Public Limited Liability Company Klaipėda State Seaport Authority, legal entity code 240329870, whose registered office is located at J. Janonio St. 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 Articles of Association of the Company (hereinafter referred to as the Policyholder) and

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

hereinafter collectively referred to in this Contract as the Parties and individually as a Party,

have entered into this Insurance Contract for the Hull of the Waste Collection Vessel and Pilot Boats, hereinafter referred to as the Contract, and have agreed on the following terms.

1. SUBJECT MATTER OF THE CONTRACT

1.1. Under the terms and conditions and to the extent set out in the Contract, the Insurer shall insure the hull of the waste collection vessel and 2 (two) pilot boats (hereinafter referred to as the Vessels), mechanisms and equipment operated by the Policyholder against the risk in the sea and port (hereinafter referred to as the Services). The scope of services is set out in Annex 1 to the Contract.

2. VALIDITY, COMMENCEMENT, DURATION AND TIME LIMITS OF THE CONTRACT

2.1. The Contract shall enter into force upon signature by both Parties. The Contract is valid until the contractual obligations are fully fulfilled.

2.2. The period of insurance for the vessels is:

2.2.1. the period of insurance for the waste collection vessel from 31 October 2025, 00.00 to 30 October 2026, 24.00

2.2.2. the period of insurance for 2 (two) pilot boats from 6 December 2025 to 6 December 2026.

2.3. Until the due date for payment of the premium referred to in the Contract, the insurance cover shall remain in force and the insurance benefits shall be paid regardless of whether the premium has been paid or not.

2.4. The Contract expires when it is duly implemented, is terminated in the cases provided for by laws or by the Contract, also when there is a respective court decision, and in any other cases provided for by laws and the Contract.

3. PRICE (PRICING RULES) AND PAYMENT TERMS

3.1. The method used to calculate the Contract price shall be **fixed-price**.

3.2. The rates for services are set out in Annex 1 to the Contract.

3.3. Contract price:

Contract price excluding VAT	_____ (specify amount in figures and currency of payment) _____ (specify amount and currency of payment in words)
VAT (%)	VAT not applicable
Contract price (sum of Contract price excluding VAT and	_____ (specify amount in figures and currency of payment) _____ (specify amount and currency of payment in words)

VAT)	
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3.4. The initial value of the Contract shall be equal to the Contract Price excluding VAT specified at the time of conclusion of the Contract, i.e. EUR [*specify amount in figures*]. The initial value of the Contract shall remain unchanged throughout the term of the Contract, except in the event that the Services rates is revised in accordance with the procedures set out in the Contract due to a change in the price level.

3.5. The Services rates shall include the price of the Services, all fees for the preparation and submission of the documents required by the Policyholder, and other direct and indirect costs incurred by the Insurer in connection with the performance of the Services. By signing the Contract, the Insurer declares that it has thoroughly examined the technical specification and the conditions as set out in the procurement documents and in the Contract, and has anticipated and evaluated the entire scope of the Services. If other additional services are necessary for the proper performance of the Contract which any professional and reasonable Insurer would have foreseen at the time of the conclusion of the Contract, but which the Insurer did not foresee and did not include in the Contract rates, the Insurer shall undertake to perform such services at its own expense.

3.6. The Services rates and Contract Price shall remain unchanged throughout the term of the Contract, except in the case of services rates revisions due to changes in taxation and the price level index, and in the case of changes due to the withdrawal or addition of services, as provided for in the Contract:

3.6.1. **due to changes in taxation**, i.e. if the Value Added Tax (VAT) applicable to the Services changes during the term of the Contract, the Services will be subject to a modified VAT rate. The Services rates shall be recalculated after the effective date of the Law on Value Added Tax of the Republic of Lithuania, which changes the VAT rate. The revised rates for the Services shall be equal to the sum of the rate for the Services as set out in the Contract, excluding VAT, adding VAT calculated according to the newly adopted VAT rate, unless otherwise provided for in the legislation adopted. The Services rates shall be revised for those Services for which the deadlines for performance and payment for the Services under the Contract fall after the effective date of the relevant legislation. The rates for the Services, excluding VAT, will not be altered as a result of the change in VAT, unless otherwise provided for in legislation adopted.

3.6.2. **due to a change in the price level** the Contract price may be recalculated on the initiative of the Party concerned and on the basis of the documents submitted by the Party concerned due to a change in the Consumer Price Index (hereinafter referred to as the "Index") published by the State Data Agency, if the Index changes by more than 5 (five) percent. The calculation of the Contract price shall be subject to the procedure laid down:

3.6.2.1. The moment of review shall be the date of receipt of the Party's request to the other Party to review the Contract price.

3.6.2.2. The first review of the Contract price may take place no earlier than after 6 (six) months from the beginning of the period of insurance.

3.6.2.3. Only the part of the Contract price (premium) payable for the remainder of the period of insurance will be recalculated on the basis of the recalculated rates. The part of the Contract price (premium) that is overdue will not be recalculated according to the recalculated rates.

3.6.2.4. The Contract price shall be recalculated by multiplying the rates for the Services not handed over to the Buyer under the Contract, exclusive of VAT, by the Index change coefficient calculated in accordance with the formula:

$$C = I_{pb} / I_{pr}$$

Where:

C - coefficient of change of the Index;

I_{pb} - the value of the Index at the end of the review period (in the month of the date of the request for revise the Contract price to the other Party);

I_{pr} - the value of the Index at the beginning of the review period; the beginning of the period (month) is the month of the beginning of the insurance period.

3.6.2.5. For the calculation of the coefficient of the Index, the Index values shall be taken at the accuracy of 4 (four) decimal places and the resulting value of the coefficient of the Index shall be rounded off to 2 (two) decimal places, with the last digit increased by one if the first digit after it is between 5 and 9.

3.6.2.6. If the resulting Index coefficient (C) is greater than 1,05 (one and five hundredths), the revised Contract price shall be increased by multiplying them by the resulting coefficient, and if the resulting coefficient is less than 0,95 (ninety-five one-hundredths), the revised Contract price shall be decreased by multiplying them by the resulting coefficient. If the resulting Index Coefficient (K) is between 0.95 (ninety-five hundredths) and 1.05 (one and five hundredths), the Contract price shall not be revised.

3.6.2.7. The decision of the Party receiving the request for recalculation of the Contract price (agreement to recalculate the Contract price or refusal to recalculate the Contract price) shall be taken and the other Party shall be notified in writing of the agreement to recalculate the Contract price or refusal to recalculate the Contract price within 10 business days from the date on which the other Party has submitted to the other Party a request for recalculation of the Contract price and all documents in support of the request in compliance with the terms and conditions of the Contract. If the Party that has received the request for the recalculation of the Contract price notifies the other Party in writing of its agreement to the recalculation of the Contract price, the Parties must be obliged to enter into an agreement on the recalculation of the Contract price within 30 days from the date on which the Party's request for the recalculation of the Contract price and all documents in support of it have been submitted to the other Party, which complies with the terms and conditions of the Contract. In such agreement, the Parties must specify the Index values used to calculate the Index coefficient, the coefficient of change of the Index, the Contract price to be recalculated, the recalculated Initial Contract Value and any other information relevant to the recalculation.

3.6.2.8. A subsequent revision of the Contract price cannot cover a period for which a recalculation has already been made.

3.6.3. **due to refused or additionally purchased services** the Contract Price shall be increased or decreased when, in accordance with the procedure set out in the Contract or on the grounds set out in Article 97(1)(2) to (5) and (2) of the Law on Procurement by Contracting Authorities in the Fields of Water Management, Energy, Transport or Postal Services (hereafter referred to as the "Law on Procurement"), the Policyholder refuses to use part of the Services or purchases additional Services;

3.6.4. The Services rates and Contract Price shall be subject to change by bilateral written agreement of the Parties.

3.7. The Policyholder undertakes to pay for the Services according to the following procedure:

3.7.1. the insurance premium is paid in full in one single payment;

3.7.2. the payment (insurance premium) shall be made within 30 (thirty) days after the submission of the invoice for payment in accordance with the procedure set out in the Contract by bank transfer to the bank account of the Insurer specified in the Contract. The Insurer undertakes to submit an invoice to the Policyholder after the effective date of the Contract, but no later than within 30 days after the effective date of the Contract. The invoice must be submitted to the Policyholder no later than 30 (thirty) days before the deadline for payment of the premium. Invoice must show the date and number of the Contract.

3.8. The Policyholder shall pay to the Insurer the sum due under the Contract by payment order to the bank account specified in the Contract. The money shall be deemed to have been paid on the date on which the Policyholder has submitted a payment request to its bank to execute the payment order.

3.9. Payment for the Services shall be made in euros upon acceptance by the Policyholder of the invoice submitted in accordance with the Contract.

3.10. For the purposes of the Contract, all invoices must be submitted electronically only. Electronic invoices conforming to the European e-Invoicing Standard shall be provided by means of the Insurer's choice. Electronic invoices that do not comply with the European Electronic Invoicing Standard can only be submitted through the Single Accountancy Business Information System (SABIS). Invoices submitted by other means will be considered as incorrect and will not be accepted.

3.11. The Services are being procured and the Contract will be concluded through the insurance broker UADBB "Rizikos cesija" (hereinafter referred to as the insurance broker). The insurance broker will act as an intermediary in the conclusion and administration of the Contract. The Policyholder shall not pay any remuneration to the insurance broker, but stipulates that the obligation to settle with the insurance broker shall be borne by the Policyholder whose tender is declared the successful and whose commission to the insurance broker shall be 0.01% of the amount of the premium paid.

4. RIGHTS AND OBLIGATIONS OF THE PARTIES

4.1. The Policyholder undertakes to:

4.1.1. perform the Contract duly and faithfully;

4.1.2. cooperate with the Insurer when performing the Contract by providing information which is reasonably required for its performance and which has become necessary during the performance of the Contract;

4.1.3. accept the Services duly provided and to pay the Contract price for the Services duly and punctually provided in accordance with the terms and conditions of the Contract;

4.1.4. grant the necessary authority to the Insurer to act on behalf of the Policyholder (if such authority is required);

4.1.5. duly perform other obligations provided for in the Contract and legal acts of the Republic of Lithuania.

4.2. The Policyholder shall have the right to:

4.2.1. without separate notice, to carry out any inspections that the Policyholder deems necessary in the event of suspicion that the Insurer will not be able to provide the Services on time or that the Services are being provided in a poor quality, unprofessional manner, in violation of the requirements;

4.2.2. during the provision of the Services, submit a written and reasoned request to replace the employee of the Insurer or the person performing the Insurer's duties, if it considers that such person is not competent or is not performing his/her duties properly;

4.2.3. exercise other rights of the Policyholder provided for in the Contract and legal acts of the Republic of Lithuania.

4.3. The Insurer undertakes to:

4.3.1. provide the Services to the Policyholder in accordance with the Contract and the Policyholder's orders, as and when placed, at the Services rates, 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;

4.3.2. provide the Services within the time specified in the Contract, to hand over to the Policyholder the result of the Services specified in the Contract, and to remedy any deficiencies found;

4.3.3. ensure that, at the time of the conclusion of the Contract and throughout its term, the Insurer and its employees maintain the necessary qualifications and experience to provide the Services. If the Insurer's qualifications for the activity in question have not been checked or have not been fully checked during the procurement procedure, ensure that the Contract is performed only by persons who have such right. If the Insurer wishes to replace the professional(s) whose qualifications it has relied upon to justify its compliance with the qualification requirements, it must inform the Policyholder in writing and provide the documents confirming the qualifications of the replacement professional. The Policyholder shall, upon receipt of a request from the Insurer for a change of professional, verify within 7 (seven) days at the latest whether the qualifications of the new professional meet the requirements of the procurement documents and shall notify the Insurer in writing of its consent to the replacement of the professional, or shall provide a reasoned refusal.

4.3.4. to keep the Insurer harmless, for its own account, against any claims, losses arising from the Insurer's acts or omissions in the performance of the Contract, and to indemnify third parties against

damage caused by its own fault and against any losses incurred by them, including losses resulting from breaches of any legal acts, from the unauthorised use of patents, trademarks, other intellectual property or from the infringement of the rights of any persons;

4.3.5. inform the Policyholder within 5 (five) days of any significant circumstances (e.g., the seizure of assets or application of interim measures, the conclusion of an arrangement with creditors, the occurrence of grounds for bankruptcy or restructuring proceedings, the filing of petitions in bankruptcy or restructuring against the Insurer, the initiation of bankruptcy or restructuring proceedings, tax arrears, etc.) that have or may have an impact on the proper performance of the contractual obligations;

4.3.6. avoid using the Policyholder's trademark or name in any advertising, publications or otherwise without the Policyholder's prior written consent;

4.3.7. ensure the confidentiality and protection of information received from the Policyholder during, and related to the performance, of the Contract, except where disclosure of the information is regulated by legal acts of the European Union and the Republic of Lithuania;

4.3.8. return to the Policyholder, upon written request, all documents received from the Policyholder for the performance of the Contract;

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

4.3.10. comply with the environmental, social and labour law obligations prescribed by legal acts of the European Union and the Republic of Lithuania, collective agreements and international conventions referred to in Annex 7 to the Law on Procurement;

4.3.11. sign a personal data processing agreement if the Insurer will process personal data on behalf of the Policyholder in the performance of the Contract;

4.3.12. 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 Policyholder 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 Insurer must ensure that the requirements of this clause and the Policy and the Code are complied with by the Insurer's employees and other representatives of the Insurer and of any third parties it engages to perform the Contract;

4.3.13. In the event of mobilisation, war, state of emergency or where the Government of the Republic of Lithuania having 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, avoid using sub-suppliers, relying on the capacities of economic entities and supplying (using for works or services) the 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 country 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 avoid supplying (using in the performance of works or services) the Goods (including their components, packaging) the country or territory of origin of which is included in the List, or using services which are provided from the countries or territories included in the List. Upon the Policyholder's request, the Insurer undertakes to provide the documents referred to in the Law confirming the registration of the Insurer, the sub-supplier, the economic entity on whose capacities the Insurer relies, the manufacturer of the Goods (including their components, packaging) or the registration of legal persons controlling such entities, or the place of residence and citizenship of natural persons, 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 procurement procedure leading to the Contract, the Insurer must promptly inform the Policyholder of any changes to this information or of any new information that emerges during the performance of the Contract.

4.3.14. The Insurer must continuously monitor and identify the risks related to sanctions compliance within the scope of the Insurer's activities, be familiar with and comply with the provisions of the

Insurer'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 Insurer's Sanctions Enforcement and Control Policy, and to ensure that these requirements are complied with by the economic operators on whose capacities the Insurer relies and by the sub-suppliers engaged by the Insurer;

4.3.15. duly perform other obligations provided for in the Contract and legal acts in force in the Republic of Lithuania;

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

4.3.17. The Insurer shall have the right to receive the payment for the Services, provided that the Insurer duly performs the Contract, as well as exercises other rights provided for in the Contract and legal acts of the Republic of Lithuania.

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

5. SUB-SUPPLY AND JOINT ACTIVITIES

5.1. For the performance of the Contract, the Insurer 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 Insurer's tender specifies the part of the provision of the Services to be transferred to sub-suppliers and the sub-suppliers to be used).

5.2. Upon conclusion of the Contract, but not later than the commencement of its performance, the Insurer undertakes to inform the Policyholder of the names, contact details and representatives of the sub-suppliers known at that time. The Insurer also undertakes to inform of changes to this information throughout the performance of this Contract, and to provide this information to additional and new sub-suppliers it intends to use subsequently.

5.3. During the period of performance of the Contract, and within the limits of the subcontracting allowed in the Contract documents, the Insurer may change the subcontractor used or use an additional subcontractor for the Services for which the Insurer has proposed to subcontract the Services (hereinafter referred to as the additional subcontractor) without changing the subcontractors used.

5.4. The Insurer shall be entitled to use a new sub-supplier during the period of performance of the Contract, 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 Contract material circumstances arise which make such use necessary and which a prudent Insurer could not have foreseen, including, without limitation, the cases where:

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

5.4.2. the Contract 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;

- 5.4.3. there are any other significant features of the Insurer's organisational structure or business activities related to the provision of the Services.
- 5.5. The Insurer wishing to replace the sub-supplier, to use an additional sub-supplier or a new sub-supplier must inform the Policyholder in advance in writing of the intended replacement or the use of an additional or new sub-supplier and must provide evidence of the qualifications of the replacing, 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 Insurer has relied on the capability of the sub-supplier being replaced or where the Contract provides for the right of the Policyholder to require sub-suppliers to provide a document demonstrating the absence of grounds for exclusion). In order to use a new sub-supplier, the Insurer must additionally state the reasons for using the new sub-supplier.
- 5.6. The Policyholder shall, upon receipt of the Supplier's request and all documents, verify, within 5 (five) business days of receipt of all documents, whether (where applicable) the sub-supplier's qualifications meet the requirements set out in the procurement 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 they shall conclude an arrangement on the amendment to the Contract.
- 5.7. If the Insurer changes a sub-supplier, additional sub-supplier or new sub-supplier in violation of the procedure set out in the Contract, the Insurer shall, at the request of the Policyholder, immediately withdraw from the services of such sub-supplier and replace it with a suitable sub-supplier in accordance with the procedure set out in the Contract.
- 5.8. The Insurer must immediately refuse services of the sub-supplier who is subject to international sanctions or other restrictions and must ensure that such sub-supplier does not perform the Contract from the time of the imposition of the sanctions or other restrictions on it, and must, if necessary, replace such sub-supplier with another one in accordance with the procedure set out in the Contract.
- 5.9. If, during the procurement procedure, the qualifications of the Insurer and/or the sub-supplier for the eligibility to engage in the activity in question have not been verified or have not been verified to the full extent, the Insurer undertakes to the Policyholder that the Contract will be performed only by persons who are qualified to do so. At the request of the Policyholder, the Insurer shall provide the Policyholder with documents proving the sub-supplier's right to engage in the relevant activities.
- 5.10. The Insurer shall at all times remain liable for the performance of the Contract, including the quality of the part of the Contract to be transferred to sub-suppliers, and for any damage caused.
- 5.11. If the Insurer uses sub-supplier(s) to perform the Contract, a trilateral direct settlement agreement may be signed between the Policyholder, the Insurer and the sub-supplier, describing the procedure for direct settlement with the sub-supplier. The Insurer shall, not later than within 3 (three) business days after the effective date of the Contract and upon receipt from the Insurer of the contact details of the sub-supplier referred to in clause 7.2 of the Contract, and in the case of replacement of the sub-supplier or the use of an additional or new sub-supplier, as provided for in the Contract, from the date of submission of the Policyholder's written consent to the Insurer regarding the replacement of the sub-supplier, inform the sub-supplier in writing of the possibility of a direct settlement, and the sub-supplier shall submit to the Policyholder 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 Policyholder has accepted the Services provided by the sub-supplier from the Insurer in accordance with the procedure set out in the Contract. The trilateral agreement may both contradict the provisions of the Contract and the procurement documents, and shall also provide for the Policyholder's right to object to unjustified payments to the sub-supplier. In the event of a dispute between the Insurer and the sub-supplier, they shall settle the dispute independently, without the participation of the Policyholder. The amounts due to the Insurer shall be reduced by the amounts due to the sub-supplier.
- 5.12. Where the Contract is concluded with the Insurer representing economic entities acting on the basis of a joint operating agreement, the Insurer shall be subject to the terms and conditions regarding joint operations as set out in the procurement documents.

6. AMENDMENT AND TERMINATION OF THE CONTRACT

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

6.1.1. 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 Contract during the term of the Contract, the Parties shall not enter into a written Contract to amend the Contract. A Party that changes its particulars or other data must, in accordance with the notification procedures set out in the Contract, inform the other Party in writing of the change;

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

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

6.3. During the term of the Contract, the Party initiating the amendment of the terms and conditions of the Contract shall submit to the other Party a written request to amend the terms and conditions of the Contract 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 Contract in a reasoned manner not later than within 10 (ten) business days. If the Parties fail to agree on the amendment to the terms and conditions of the Contract, the Policyholder shall have the right to decide on continuing the performance of the Contract.

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

6.5. The Policyholder shall have the right to unilaterally terminate the Contract 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 reasons:

6.5.1. if the Insurer is being reorganised (including merger, division), separated or goes bankrupt under the conditions other than those set out in Article 97(1)(4)(b) of the Law on Procurement, and fails to provide, on the Policyholder's request, credible evidence of the possibility of the performance of those obligations on the terms and conditions satisfactory to the Policyholder in the future;

6.5.2. if it transpires that, in the pursuit of the Contract, the Insurer has entered into an agreement that impermissibly restricts competition;

6.5.3. if the Insurer delays the provision of the Services or any part thereof by more than 30 (thirty) days or within such other period as the Policyholder may reasonably set;

6.5.4. if the performance of the Services has to be postponed for an indefinite period of time due to force majeure circumstances or if such force majeure circumstances persist for more than 3 (three) months;

6.5.5. if it becomes apparent that the Insurer is subject to seizure of assets or interim measures, the Insurer has concluded a composition with creditors, the grounds for bankruptcy or restructuring proceedings have arisen, or a petition in bankruptcy or restructuring against the Insurer has been lodged, or bankruptcy or restructuring proceedings have been instituted, tax arrears have accrued or other relevant circumstances exist, and the totality of these circumstances suggests that the Insurer will not be able to implement the Contract in a timely manner or to a high quality standard, or that the recovery of damages resulting from the breach of the Contract may be impeded;

6.5.6. if the Insurer (including any of the Insurer's employees, agents, sub-suppliers, representatives, etc.) gives or offers (directly or indirectly) to any employee of the Policyholder any benefit in the form of an object, monetary reward, commissions, services or other tangible or intangible benefit as an inducement or reward for doing or refraining from doing any act in

connection with the Contract or for showing or refraining from showing favour or disfavour to any person in connection with the Contract (a bribe). If the Policyholder terminates the Contract for such reason, the Insurer must reimburse the Policyholder for all costs incurred in completing the implementation of the Contract and must compensate the for any losses incurred as a result of the termination;

6.5.7. when the Services become unnecessary due to changes in the Policyholder's needs;

6.5.8. if the interest assessed against the Insurer exceed 10 (ten) % of the initial Contract value;

6.5.9. if the Insurer, its employees or the professionals used by the Insurer do not meet the qualification requirements set out in the procurement documents;

6.5.10. when the Government of the Republic of Lithuania, in accordance with the procedure laid down in the Law on Protection of Objects of Importance to Ensuring National Security, adopts a decision confirming that the Contract is not in the interest of national security;

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

6.6. If any of the Insurer's confirmations provided for in clause 6.3.21 of the Contract appear to have been erroneous or if any of the obligations are not fulfilled, or if during the performance of the Contract it becomes apparent that the performance of the Contract is contrary to the international sanctions enforced in the Republic of Lithuania, the Contract may be terminated unilaterally by the Policyholder, without any period of notice being required.

6.7. The Insurer shall have the right to terminate the Contract by giving a 15 (fifteen) days' written notice to the Policyholder if the Policyholder delays the settlement by more than 30 (thirty) days and, notwithstanding written requests of the Insurer, does not take steps to remedy the situation within the period specified by the Insurer, and in any other case provided for by the Contract and by law.

6.8. If the Policyholder terminates the Contract due to improper performance of the Contract by the Insurer, the Policyholder shall pay the Insurer only for the Services duly performed on the basis of invoices submitted for payment in accordance with the procedure set out in the Contract. The Insurer must reimburse the Policyholder for all costs incurred by the Policyholder as a result of such termination in connection with the completion of the Services provided for in the Contract, and must compensate the Policyholder for any losses incurred as a result of such termination.

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

6.10. If the Insurer terminates the Contract due to its improper performance by the Policyholder, the Insurer shall be entitled to receive remuneration only for the Services duly rendered in accordance with the invoices accepted by the Policyholder.

6.11. In case of termination of the Contract before the expiry of the insured period for which the Policyholder has already paid according to the Clause 3.7.1 of the Contract, the Insurer shall refund a part of the premium paid by the Policyholder to the Insurer, in proportion to the remaining insured period for which payment has been made in accordance with the invoice submitted to the Policyholder.

7. LIABILITY OF THE PARTIES

7.1. If, through no fault of the Policyholder, payment for the Services is not made within the set time limits, the Policyholder must, at the written request of the Insurer, pay to the Insurer, for each day of delay, a default interest of 0.05% (five one-hundredths of one per cent) on the overdue amount, but not more than 10% (ten per cent) of the original value of the Contract.

7.2. If the Insurer fails to provide the Services within the prescribed time limit, the Policyholder 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 Contract Price exclusive of VAT, specified in Clause 3.3 of the Contract, for each day the time limit is missed, but not more than 10% (ten per cent) of the original value of the Contract. If required by the Policyholder, the Insurer must pay default interest and compensate for losses not covered by the default interest.

7.3. The Parties agree that penalties shall be deemed to be the minimum loss suffered by the Parties which need not be proved. The Policyholder shall have the right to deduct default interest and fines from the amounts due to the Insurer by applying a unilateral set-off in accordance with the procedure laid down in the Civil Code of the Republic of Lithuania.

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

8. CONFIDENTIALITY

8.1. The information contained in and/or relating to the Contract, as well as any other information disclosed by the Parties to each other during the performance of the Contract, whether intentionally or accidentally (other than information which may not be regarded as confidential information by virtue of legal acts, 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 Contract. Such information may be disclosed to third parties, both during the term of the Contract and after its expiry, only to the extent that such disclosure is necessary for the proper performance of the Contract, and only with the prior written consent of the other Party, subject to compliance with the requirements of personal data protection.

8.2. The Parties agree that in case of disclosure of confidential information, the Insurer shall indemnify the Policyholder against any direct loss suffered by the Policyholder as a result of such disclosure.

8.3. Each Party must ensure compliance with legal acts of the European Union and the Republic of Lithuania regulating the state, official or commercial secrets and data protection. The Insurer acknowledges that it has been informed of and has read the Policyholder's personal data processing rules posted at www.portofklaipeda.lt.

8.4. The Insurer may not use the Policyholder's data for direct marketing purposes (including for sending promotional messages).

8.5. The confidentiality and personal data processing terms of the Contract are of indefinite duration.

9. CORRESPONDENCE AND THE PERSONS RESPONSIBLE FOR PERFORMANCE OF THE CONTRACT

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

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

9.3. The person responsible for the performance of the Contract by the Policyholder - [*specify position, name and surname*] phone [*specify telephone number*], e-mail [*specify e-mail address*].

9.4. The person responsible for the performance of the Contract by the Insurer - [*specify position, name and surname*] phone [*specify telephone number*], e-mail [*specify e-mail address*].

9.5. All correspondence between the Insurer and the Policyholder in connection with the occurrence of insured events shall be conducted through the insurance broker of the Policyholder: UADBB "Rizikos cesija", Tel. No: +370 605 38694.

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

10. FORCE MAJEURE

10.1. The Party shall not be held liable for any full or partial non-fulfilment of its obligations under the Contract if the Party can demonstrate that it is due to unusual circumstances beyond the Party's

reasonable control and which the Party could not reasonably anticipate, avoid or eliminate 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 Contract shall be exempted from liability for the full or partial non-fulfilment or improper fulfilment of their obligations under the Contract 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.

10.2. 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) business 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.

10.3. 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.

11. FINAL PROVISIONS

11.1. This Contract has been concluded in accordance with the sub-clause 4.4.3 of the description of the procedure for the application of environmental criteria in green procurement, as approved by Order No D1-508 of 28 June 2011 of the Minister of the Environment of the Republic of Lithuania "On Approval of the Procedure for the Application of Environmental Criteria in Green Procurement" (Order No D1-401 of 13 December 2022 of the Minister of Environment of the Republic of Lithuania), i.e. the procurement is limited to intangible (intellectual) or other services not involving the creation of a tangible object, the provision of which is not expected to have a significant adverse effect on the environment, does not create a source of pollution or generate waste.

11.2. The Contract 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 Contract 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

11.3. The Contract shall not be subject to the provisions of Article 6.999(1) of the Civil Code of the Republic of Lithuania.

11.4. If the provisions of the Contract conflict with the provisions of the Rules of the Insurer on Insurance of Vessels (hereinafter referred to as Insurance Rules), the provisions of the Contract shall prevail. Provisions not covered by the Contract shall be governed by the provisions of the Insurance Rules.

11.5. If any provision of the Contract is invalid, it shall not invalidate the entire Contract, excluding the cases where the Parties would not have entered into the Contract at all without that provision. The Parties agree that in the event of the invalidity of one of the terms of the Contract, provided that such invalidity does not invalidate the Contract as a whole, the said term shall, by written Contract 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.

11.6. The Contract is governed by the law of the Republic of Lithuania. Disputes arising between the Parties in connection with the Contract 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.

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

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

11.9. The Annexes to the Contract shall form an integral part thereof. Annexes to the Contract:

11.9.1. Annex 1 - Technical Specification, 4 p.

11.9.2. Annex 2 - Vessel insurance rules „The Nordic Marine Insurance Plan of 2013, Version 2023“, (<https://www.nordicplan.org/the-plan/>).

12. DETAILS AND SIGNATURES OF THE PARTIES

12.1. For the Policyholder

Joint-stock company
 Klaipėda State Seaport Authority

 Company code 240329870
 J. Janonio St. 24-1, 92251 Klaipėda
 Tel. +370 46 499 799
 E-mail: info@port.lt
 VAT number LT 403298716
 S/A LT14 7300 0100 3488 9443
 Swedbank AB, bank code 73000

General Director

Seal Here

Algis Latakas

12.2. For the insurer

[Name of insurer]

 Company code [specify code]
 [Specify company address]
 Tel. [specify number]
 Email [specify address]
 VAT number [specify code]
 S/A [specify account number]
 [specify of the bank code] [specify bank code]

[Specify position of the person signing]
 Seal Here

[Name of insurer]