

APPROVED

**By the Order No. 1S-209 of the
Director of the Public
Procurement Service of 30
December 2024 (as amended by
Order No. 1S-52 of the Director
of the Public Procurement
Service of 17 April 2025). Order
No. 1S-52 of 17 April 2025)**

GENERAL TERMS AND CONDITIONS OF THE SERVICE–PURCHASE CONTRACT

1. BASIC TERMS AND INTERPRETATION OF THE CONTRACT

1.1. TERMS

1.1.1. In this Contract, capitalized terms shall have the following meanings:

1.1.1.1. **General Terms and Conditions** – the part of the Contract entitled “General Terms and Conditions of the Service Purchase Contract”;

1.1.1.2. **Customer** – the person named as the Customer in the Special Conditions, who purchases the Services specified in the Special Conditions and the Annexes to the Contract;

1.1.1.3. **Initial contract value** – the value specified in the Special Conditions, excluding value added tax (hereinafter referred to as VAT);

1.1.1.4. **Services** – the services specified in the Special Conditions and the annexes to the Contract. The term “Services” used in the Contract covers all activities related to the provision of the Services, including, but not limited to, the provision of the Services, the transfer of the results thereof, the elimination of defects, the supply of goods, and the submission of documents related to the Services (instructions, certificates, etc.), if provided for in the Contract or necessary to create and transfer the results of the Services to the Customer;

1.1.1.5. **Service transfer and acceptance certificate** – a document by which the Supplier transfers and the Customer accepts the Services and/or the results of the Services and by which the Parties confirm that the Services provided meet the established requirements. If the Contract provides for the provision of Services in stages or periods, the Service Delivery and Acceptance Certificate may be drawn up separately for each stage or period;

1.1.1.6. **Defects in Services** – Non-compliance of the quality of the provision or result of the Services with the requirements of the Contract and/or laws and other legal acts, hidden defects, malfunctions, etc.,

identified by the Customer and/or third parties during the transfer and acceptance of the Services or during the warranty period for the Services specified in the Contract (if applicable), which would render the result of the Services unusable for the purpose for which the Customer ordered them (the Services). hidden defects, operational disruptions, etc., which render the results of the Services unusable for the purpose for which the Customer intended to use them (the Services) or which reduce the usefulness of the Services to such an extent that the Customer, had it been aware of such deficiencies, or would not have purchased the Services at all, or would not have paid the price for the Services;

1.1.1.7. **Invoice** – An invoice, VAT invoice or other payment document issued by the Supplier and submitted to the Customer for payment for the Services properly provided by the Supplier and accepted by the Customer. If the Contract provides for the provision of Services in stages or periods, the Invoice may be submitted separately for each stage or period;

1.1.1.8. **Special Conditions** – Part of the Contract entitled “Special Conditions of the Contract for the Purchase and Sale of Services” which specifies the conditions governing the purchase of the object of purchase (such as the Initial Contract Value, the terms of provision of the Services, etc.) and other specific data (such as the Parties, Services, etc.), the listed annexes, as well as any amendments and additions to the General Conditions (if any);

1.1.1.9. **Contract** – a document concluded by the Parties amending the terms of the Contract to the extent permitted by the Public Procurement Law;

1.1.1.10. **Contract price** – the amount payable to the Supplier under the Contract, including all mandatory taxes and expenses;

1.1.1.11. **Terms and Conditions of the Contract** – the General Terms and Conditions and the Special Terms and Conditions together;

1.1.1.12. **Contract** – the contract for the purchase and sale of services, which consists of the Terms and Conditions of the Contract, the appendices listed in the Special Terms and Conditions, and the Contracts;

1.1.1.13. **Party** – the Customer or the Supplier, each separately, depending on the context;

1.1.1.14. **Parties** – the Customer and the Supplier together;

1.1.1.15. **Supplier** – the person named as the Supplier in the Special Conditions, providing the Services specified in the Special Conditions;

1.1.1.16. **Order** – an order for the provision of Services submitted by the Customer to the Supplier in writing (by text message, email, via the information system specified by the Customer, etc.). The Order shall be sent in the manner and to the contacts specified in the Special Conditions and shall be deemed to have been duly sent and received in accordance with the procedure set out in the Special Conditions;

1.1.1.17. **VPI** – Law on Public Procurement of the Republic of Lithuania.

1.1.1.18. The meanings of other terms written in capital letters in the Contract are specified in the text of the Contract.

1.1.2. Terms not defined in the Contract shall be understood and interpreted as defined in the VPI and other laws and regulations in force at the time of the conclusion and performance of the Contract.

1.1.3. Other terms and expressions used in the Contract shall have their common meaning or a special meaning closest to the nature of the Contract, unless the Contract provides for and explains a different meaning.

1.2. Interpretation of the Contract

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1.2.1. The Contract is concluded and shall be interpreted in accordance with the laws of the Republic of Lithuania.

1.2.2. If the General Terms and Conditions and/or Special Terms and Conditions contradict the requirements of the Public Procurement Law and other legal acts, the provisions of the Public Procurement Law and other legal acts shall apply.

1.2.3. A day in the Contract shall mean a calendar day.

1.2.4. A working day in the Contract shall mean any day except Saturdays, Sundays, and public holidays in Lithuania as specified in the Labor Code of the Republic of Lithuania.

1.2.5. Terms under the Contract shall be calculated in years, months, weeks, working days, calendar days, hours, and minutes.

1.2.6. Qualification, reliance on the capacities of other economic operators, scope of Services, review shall be understood as defined in the Public Procurement Law and the legal acts implementing it.

1.2.7. If a separate Service Delivery and Acceptance Certificate is not required, the Parties shall agree, and this shall be clearly stated in the Special Conditions, that the Invoice shall be considered as the Service Delivery and Acceptance Certificate. In cases where an Invoice is issued and the Service Transfer and Acceptance Act is not signed, the provisions of the Contract regarding the issuance of the Service Transfer and Acceptance Act shall also apply to the issuance of the Invoice.

1.2.8. Inform, notify, warn or respond means to provide information, notification, warning or response in accordance with the procedure set out in the General and/or Special Conditions.

1.2.9. Confirm means to provide confirmation in writing or to sign a document without reservations or with reservations, except in cases where the person signing the document indicates that he refuses to confirm it.

1.2.10. Unless otherwise specified in the Contract, words used in the singular shall also mean the plural and vice versa, words of one gender shall include words of the other gender, and the word "person" shall mean both natural and legal persons.

1.2.11. If the meaning of numbers and words in the Contract differs, the meaning of the words shall prevail.

1.2.12. If references are made to legal acts, the current versions of the legal acts shall apply, unless otherwise specified.

1.3. Primacy of documents

1.3.1. The documents constituting the Contract shall be understood as complementary to each other. In the event of any inconsistency or ambiguity in the terms of the Contract documents, such inconsistency or ambiguity shall be resolved by interpreting the documents in the following order:

1.3.1.1. Technical Specification;

1.3.1.2. Special Conditions;

1.3.1.3. General Conditions;

1.3.1.4. Procurement Documents (except for the Technical Specification);

1.3.1.5. Proposal;

1.3.1.6. Other annexes listed in the Special Conditions.

1.3.2. In the event that the terms of the Contract are amended by Contract between the Parties, the newly agreed terms of the Contract shall prevail over the amended terms.

1.3.3. If the Parties conclude an Contract on the terms of the Contract or add a new term to an appendix, in the event of a discrepancy or ambiguity, such term shall prevail over the other terms of the Contract or the other terms of that appendix, respectively.

1.3.4. If the Parties agree on a new annex, they shall agree on the place of the new annex in the list of annexes and its significance for the interpretation of the Contract. If a new annex is added to the list of annexes, it shall be given a serial number with a superscript index, reflecting the order and importance of the annexes (e.g., Annex No. 4¹).

2. Subject matter of the Contract

2.1. The Supplier undertakes to provide the Customer with Services that meet the requirements set out in the Contract, in accordance with the terms and conditions set out in the Contract. and the Purchaser undertakes to accept the Services that comply with the terms of the Contract and are provided properly, and to pay the Supplier the price specified in the Contract in accordance with the terms and conditions set out in the Contract.

2.2. In performing the Contract, the Parties undertake to comply with all laws and other legal acts applicable to the performance of the Contract. A Party shall have the right to demand that the other Party comply with all laws and other legal acts applicable to the performance of the Contract. None of the terms of the Contract shall mean or be interpreted as a waiver by the Customer of any other rights and guarantees provided for in laws and other legal acts and not specified in the Contract related to the improper provision of the Services or their quality, or as a waiver by the Supplier of other rights and guarantees provided for in laws and other legal acts and not specified in the Contract regarding the receipt of remuneration for the Services provided.

2.3. The Supplier shall ensure that the Services comply with the technical specifications and the terms of the Supplier's offer, are of high quality, are provided properly and on time, in accordance with the terms of the Contract, that they best meet the interests of the Purchaser, in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

3. Supplier And Other Entities Involved In The Performance Of The Contract

3.1. Qualifications And Other Obligations Assumed By The Supplier In Its Tender

3.1.1. The Supplier shall be responsible for ensuring that, throughout the entire term of the Contract, the Supplier is competent, reliable, and capable (including the capabilities of economic operators on whose capabilities the Supplier relies) to fulfill the requirements of the Contract:

3.1.1.1. be entitled to engage in the activities necessary for the performance of the Contract. At the request of the Purchaser, the Supplier shall submit documents proving that the Contract is performed only by persons who have such rights;

3.1.1.2. meet the requirements for supplier qualification set out in the procurement documents and not be subject to any of the grounds for exclusion set out in the procurement documents;

3.1.1.3. comply with the obligations specified in the Supplier's tender, including, but not limited to, compliance with the criteria specified in the Supplier's tender on the basis of which its tender was selected as the most economically advantageous (hereinafter referred to as the **Quality Criteria**), values and parameters. The procedure for verifying compliance with the obligations specified in this subparagraph shall be laid down in the Special Conditions;

3.1.1.4. ensure the application of the established quality management system and/or environmental management system standards, if required by the procurement documents, and have documents confirming this;

3.1.1.5. comply with national security interests and not be registered (permanent resident or citizen) in countries or territories considered unreliable, if such requirements were specified in the procurement documents.

3.1.2. Where the Supplier is a group of suppliers operating under a joint venture Contract, its members shall be jointly and severally liable to the Purchaser for the performance of the Contract. If the Supplier relies on the capacities of economic operators in order to meet the financial and economic capacity requirements, the Supplier shall be jointly and severally liable with such economic operators for the performance of the Contract (if required in the procurement documents).

3.1.3. The Supplier shall also be responsible for ensuring that the Supplier, subcontractors and specialists directly involved in the performance of the Contract comply with the professional qualifications and other requirements laid down in laws and other legal acts and/or the procurement documents and are entitled to engage in the activities for which they are engaged.

3.2. Use and replacement of subcontractors and specialists

3.2.1. The Supplier undertakes to ensure that the Contract is performed by subcontractors and/or specialists who meet the requirements specified in the tender and the qualification and other procurement documents. The actions of these persons in performing the Contract shall have the same consequences and liability for the Supplier as its own actions. The Supplier shall be liable for the actions or omissions of its subcontractors and specialists.

3.2.2. Subcontractors and/or specialists (if any) engaged for the performance of the Contract shall be specified in the Special Conditions.

3.2.3. The Supplier may change and/or engage subcontractors and/or specialists in the cases and in accordance with the procedure specified in this section of the Contract.

3.2.4. A new subcontractor or specialist may commence the performance of the obligations assigned to them by the Supplier under the Contract no earlier than upon the signing of the Contract.

3.2.5. If the Supplier engages a new subcontractor or replaces an existing subcontractor and/or specialist without the written consent of the Purchaser, or if the contractual obligations under the Contract are performed by subcontractors and/or specialists that do not meet the qualification requirements set out in the procurement documents, the requirements of the quality management system and/or environmental management system standards, the requirements regarding the absence of grounds for exclusion, compliance with national security interests and requirements not to be registered (permanently resident or a citizen) in countries or territories considered unreliable (if applicable) and the conditions specified in the Supplier's tender to substantiate the Quality Criteria set out in the procurement documents (if applicable), the Supplier shall be subject to a penalty in the amount specified in the Special Conditions.

3.2.6. The Supplier shall have the right to engage new subcontractors not specified in the Special Conditions for the performance of the Contract, whose capacities the Supplier did not rely on to substantiate the qualification requirements set out in the procurement documents.

3.2.7. Upon conclusion of the Contract, but no later than the commencement of the performance of the Contract, the Supplier undertakes to notify the Purchaser of the names, legal entity codes, contact details and representatives of any subcontractors known at that time whose capacities the Supplier did not rely on to substantiate the qualification requirements specified in the procurement documents. contact details, and representatives.

3.2.8. The Supplier may, at any time during the performance of the Contract, change the subcontractors whose capacity the Supplier did not rely on to meet the qualification requirements specified in the procurement documents at its own discretion.

3.2.9. The Supplier at any time during the performance of the Contract, no later than 5 (five) working days before the planned use and/or replacement of a new subcontractor whose capacity the Supplier did not rely on to substantiate the qualification requirements specified in the procurement documents, must inform the Purchaser thereof. The Purchaser (if applicable in the procurement documents) shall verify that there are no grounds for exclusion of the subcontractor and that the subcontractor complies with national security interests and requirements not to be registered (permanently resident or a citizen) in countries or territories considered unreliable. If the subcontractor's situation does not meet at least one of the above requirements, the Customer shall request that this subcontractor be replaced by a subcontractor that meets the requirements. The Purchaser shall inform the Supplier in writing within 5 (five) working days of its consent to engage and/or replace a new subcontractor whose capacity the Supplier did not rely on to substantiate the qualification requirements set out in the procurement documents. Upon the Customer's consent, the Parties shall sign an Contract, which shall be considered an integral part of the Contract.

3.2.10. Subcontractors whose capacity the Supplier relied on to meet the qualification requirements set out in the procurement documents may be replaced only in the following cases:

3.2.10.1. when bankruptcy proceedings have been initiated against the subcontractor, bankruptcy proceedings have been initiated out of court, the subcontractor becomes insolvent or is likely to become insolvent, suspends its economic activity, or when a similar situation arises in accordance with the

procedure established by laws and other legal acts;

3.2.10.2. when the subcontractor, for objective reasons (e.g., the subcontractor's refusal to participate in the performance of the Contract, termination of legal relations with the Supplier, etc.), is no longer able to perform all or part of its obligations under the Contract;

3.2.10.3. The Supplier or subcontractor must replace the subcontractor if it becomes apparent that the subcontractor does not meet the requirements set out in the procurement documents.

3.2.11. The Supplier's (or subcontractors') specialists performing the Contract may be replaced in the following cases:

3.2.11.1. At the initiative of the Supplier for objective reasons (e.g., vacation, illness, termination of employment, etc.), upon submission of information about the proposed new specialist and documents confirming his/her qualifications and compliance with other requirements set forth in the procurement documents;

3.2.11.2. At the initiative of the Purchaser, if the Purchaser has reasonable grounds to suspect that the specialist assigned by the Supplier to perform the Contract is not competent to perform the specified duties;

3.2.11.3. The Supplier or subcontractor must replace the specialist if it becomes apparent that he does not meet the requirements set out in the procurement documents.

3.2.12. At the time of the Supplier's request to replace the specialist and/or subcontractor, the new specialist and/or subcontractor must meet the requirements for specialists and/or subcontractors set out in the procurement documents and the quality criteria specified in the Supplier's tender.

3.2.13. The Supplier must submit the following documents to the Purchaser no later than 5 (five) working days before the planned replacement of the subcontractor on whose capacity the Supplier relied to meet the qualification requirements set out in the procurement documents and/or the specialist:

3.2.13.1. a reasoned written request to replace the subcontractor and/or specialist, explaining the circumstances of the replacement. The Purchaser reserves the right to request evidence supporting the circumstances of the replacement;

3.2.13.2. the qualifications of the new subcontractor and/or specialist, their compliance with the quality criteria (if applicable), the required quality management system and/or environmental management system standards (if applicable), the absence of grounds for exclusion and compliance with national security interests and requirements not to be registered (permanently resident or a citizen) in countries or territories considered unreliable (if applicable) in accordance with the requirements of the Contract.

3.2.14. Upon receipt of the Supplier's request with other documents specified in the Contract, the Purchaser shall, within 5 (five) working days, assess the possibility of replacement and inform the Supplier in writing of its consent to replace the subcontractor on whose capacity the Supplier relied, in order to meet the qualification requirements set out in the procurement documents, and/or a specialist. Upon the Customer's consent, the Parties shall sign an Contract, which shall be considered an integral part of the Contract.

3.3. Replacement of Partners in Joint Activities

3.3.1. A Supplier executing the Contract as a group of suppliers operating on the basis of a joint activity Contract shall have the right to refuse a joint activity partner (hereinafter referred to as the Partner) if, due to objective and justified circumstances, the Partner is no longer able to perform the Contract, including, but not limited to cases where the Partner does not comply with the provisions of the Public Procurement Law or other legal acts, poses a threat to national security, international sanctions have been imposed on the Partner as understood in the Law on International Sanctions of the Republic of Lithuania (hereinafter referred to as the Sanctions Law), the Partner's serious financial situation resulting in the non-performance and/or refusal to perform the Contract, or other unforeseen objective reasons resulting in the Partner's withdrawal from the joint activity Contract.

3.3.2. A Supplier executing the Contract as a group of suppliers operating on the basis of a joint activity Contract shall have the right to replace a Partner if, due to reorganization, restructuring, or bankruptcy proceedings, the rights and obligations of the original Partner are taken over in whole or in part by another Partner. Such replacement of a Partner shall not result in other material changes to the Contract and shall not be intended to circumvent the application of the Public Procurement Law and other legal acts.

3.3.3. The Supplier must submit the following documents to the Purchaser no later than 10 (ten) working days before the planned replacement or withdrawal of the Partner:

3.3.3.1. a reasoned written request to change the composition of the Supplier and evidence substantiating at least one of the circumstances of the Partner's withdrawal or replacement specified in the Contract;

3.3.3.2. a draft of the new joint activity Contract or amendment to the existing joint activity Contract, which, if a Partner withdraws, must specify that the obligations of the withdrawing Partner shall be assumed in full by the remaining Partner and/or the newly engaged Partner;

3.3.3.3. documents confirming the qualifications of the remaining Partner or the newly involved Partner and, where applicable, documents proving compliance with the requirements of quality management and/or environmental management system standards. In all cases, the qualifications of the remaining Partner or the newly engaged Partner shall be no lower than those of the withdrawing Partner (meeting the qualification requirements set out in the procurement documents and met by the withdrawing Partner, and corresponding to the qualifications of specialists specified in the proposal of the withdrawing Partner and other conditions for substantiating the quality criteria set out in the procurement documents (if applicable)). If a new Partner is brought in, documents shall also be submitted in accordance with the requirements specified in the procurement documents justifying the absence of grounds for exclusion of the Partner being engaged and compliance with national security interests and requirements not to be registered (permanently resident or a citizen) in countries or territories considered unreliable (if applicable).

3.3.4. Upon receipt of the Supplier's request with other documents specified in the Contract, the Purchaser shall, within 10 (ten) working days, assess the possibility of replacement and inform the Supplier in writing of its consent or refusal to refuse or replace the Partner. Upon the Customer's consent, the Parties shall sign an Contract, which shall be considered an integral part of the Contract. Prior to signing the Contract, the Customer shall be provided with a copy or a transcript of the new joint activity Contract or the amendment to the existing joint activity Contract.

3.4. Contracts on direct settlement with subcontractors

3.4.1. At the request of subcontractors, the Customer shall settle accounts with them directly. The Customer provides for the possibility of direct settlement with subcontractors specified in the Contract under the following conditions and procedure:

3.4.1.1. Upon conclusion of the Contract, the Supplier undertakes to provide the Customer in writing with the names, representatives, and contact details of its subcontractors known at that time, no later than the date of commencement of the Contract. The Customer also requires the Supplier to inform it of any changes to the aforementioned information throughout the term of the Contract;

3.4.1.2. The Customer shall inform the subcontractors in writing of the possibility of direct settlement no later than within 3 (three) working days from the date of receipt of the information specified in clause 3.4.1.1 of the General Terms and Conditions;

3.4.1.3. The subcontractor shall submit a written request to the Customer in order to take advantage of this option. When the subcontractor expresses its wish to use the direct settlement option, a tripartite Contract shall be concluded between the Customer, the Supplier, and this subcontractor, describing the procedure for direct settlement with the subcontractor, taking into account the requirements set out in the Contract and the subcontracting Contract;

3.4.1.4. The possibility of direct settlement with subcontractors shall not affect the Supplier's responsibility for the performance of the Contract.

4. Cooperation between the Parties

4.1. Obligation of the Parties to cooperate

4.1.1. In performing the Contract, the Parties shall cooperate to the maximum extent possible and promptly exchange information, as well as notify each other in writing without delay of any event, condition or circumstance that has arisen or exists that may affect the performance of the Contract or cause its breach.

4.1.2. The Parties undertake to ensure that they provide each other with documents and/or other information necessary for the proper performance of their obligations under the Contract.

4.1.3. If a Party encounters an obstacle to the performance of the Contract, it shall immediately, but no later than within 5 (five) business days, notify the other Party of such obstacles and take all reasonable measures within its power to remove them.

4.2. Contact persons

4.2.1. Each Party shall, upon conclusion of the Contract, appoint a contact person responsible for the performance of the Contract (e.g., acceptance of the results of the Services, submission and receipt of Orders, etc.) and indicate their contact details in the Special Conditions.

4.2.2. If a Party wishes to replace the designated contact person with another person or to appoint another person to temporarily perform the duties of the contact person during the period when the contact person

is temporarily unable to perform their duties, the Party shall inform the other Party thereof in advance and provide the other Party with the contact details of such person: name, surname, e-mail address, and telephone number.

4.2.3. In the event that it becomes apparent that the Party's contact person is temporarily unable to perform his or her duties (due to illness, injury, or other unforeseen circumstances), the Party shall immediately, but no later than on the next business day, appoint another contact person to temporarily perform the duties of the contact person and notify the other Party thereof. When changing the persons performing the functions of contact persons, the Contract shall not be concluded in accordance with clause 20.5 of the General Terms and Conditions.

5. DOCUMENTS TO BE SUBMITTED DURING THE TERM OF THE CONTRACT

5.1. If the Supplier has to prepare and/or submit to the Purchaser instructions for using the results of the Services, they must be clear and detailed so that the Purchaser can properly use the results of the Services in accordance with them.

5.2. Where training and/or testing is to be carried out under the Contract, the Supplier shall provide the Customer with instructions for use prior to such training and/or testing, and after the training and/or testing, revise and supplement the instructions for use, taking into account the course and results of the training and/or testing.

5.3. If the documents necessary for the use of the result of the Services require translation, the related costs shall be borne by the Supplier. If the Supplier translates the documents necessary for the use of the Service result independently, it shall be responsible for the accuracy of the translation of these documents.

6. TERMINATION OF SERVICE PROVISION AND ACCEPTANCE OF THE SERVICE RESULT

6.1. Termination of service provision

6.1.1. The provision of Services shall be deemed complete when all of the following conditions are met:

6.1.1.1. The Supplier has provided all Services in accordance with the requirements of the Contract and applicable laws and regulations;

6.1.1.2. The Supplier has transferred all necessary documentation to the Purchaser, including instructions for use, certificates, and warranties (if required);

6.1.1.3. The Supplier has trained the Purchaser's personnel in the use of the results of the Services (if required);

6.1.1.4. A service transfer and acceptance certificate or service transfer and acceptance certificates, if the provision of Services is planned in stages or periods, or another document specified in the Contract, has been signed, upon the signing of which the Services shall be deemed to have been accepted;

6.1.1.5. The Supplier has fulfilled other conditions provided for in laws and other legal acts, the Contract and the offer, which must be fulfilled in order for the provision of the Services to be considered complete, and has submitted documents proving this to the Purchaser.

6.2. Transfer and acceptance of services that are of a one-off nature, provided periodically or in accordance with the Customer's Order

6.2.1. The Supplier shall provide the Services and transfer the results of the Services (if applicable) to the Customer, and the Customer shall accept the Services provided in a high-quality manner and in accordance with the requirements of the Contract and laws and other legal acts. The Services must be provided in the manner and within the time limits specified in the Special Conditions.

6.2.2. The results of the Services shall be transferred to the Parties by signing a Service Transfer and Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer and Acceptance Act is signed with a secure electronic signature), one for each Party. If a Service Transfer and Acceptance Act as a separate document is not required, the Parties agree and clearly indicate in the Special Conditions that the Invoice shall be considered the Service Transfer and Acceptance Act.

6.2.3. Upon the Supplier providing the Services, the Customer shall inspect them and must:

6.2.3.1. accept the results of the Services no later than within 5 (five) business days of the actual provision of the Services and the submission of the Service Transfer and Acceptance Act by signing the Service Transfer and Acceptance Act; or

6.2.3.2. accept the results of the Services with reservations by signing the Service Transfer and Acceptance Act and the defect report prepared during the inspection of the Services, in which the Customer must indicate the deficiencies in the Services or in the documents submitted by the Supplier that were noticed during the acceptance of the Services and the procedure for eliminating those deficiencies (hereinafter referred to as the Defect Report); or

6.2.3.3. refuse to accept the result of the Services and deliver (or send) the Defect Report to the Supplier for the unsatisfactory Services or part thereof.

6.2.4. The service transfer-acceptance report shall specify the date on which the Supplier provided the Services and submitted all necessary documents.

6.2.5. If defects in the Services are identified which do not constitute non-compliance with the requirements set out in the Contract and their removal does not prevent the Customer from using the result of the Services for its intended purpose, the Customer may accept the Services with reservations, draw up a Defect Report and set reasonable deadlines for the Supplier to remedy the defects in the Services. The Supplier shall remedy the defects in the Services within the reasonable deadlines specified by the Customer in accordance with Section 7.3 of the General Terms and Conditions, "Remedy of defects in the Services." If the Supplier fails to meet the deadlines for remedying the deficiencies in the Services, the provisions of Section 7.4 of the General Terms and Conditions, "Customer's rights if the Supplier fails to remedy the deficiencies in the Services," shall apply.

6.2.6. If the Customer fails to submit (send) the Defect Report to the Supplier within 5 (five) business days of receiving the Service Delivery and Acceptance Certificate, the Customer shall be deemed to have accepted the Services and to have no claims against them.

6.2.7. The risk of loss, damage, or accidental destruction of goods related to the Services shall pass from the Supplier to the Customer upon actual acceptance of such Services.

6.2.8. The Customer shall have the right to use the results of the Services (if applicable) only after signing

the Service delivery and acceptance certificate.

6.2.9. If the Supplier has provided the Services earlier than the deadline for the provision of the Services specified in the Special Conditions, but the Services have defects and the Supplier does not remedy these defects by the end of the deadline for the provision of the Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of proper provision of the Services.

6.3. Transfer and acceptance of services provided in stages

6.3.1. The Supplier shall provide the Services and transfer the results of the Services to the Purchaser in stages, and the Purchaser shall accept the Services provided in a specific stage in accordance with the requirements of the Contract and other laws and regulations. The Services shall be provided in stages in accordance with the sequence and deadlines specified in the Special Conditions.

6.3.2. The result of the Services provided at a specific stage shall be transferred to the Parties by signing a Service Transfer-Acceptance Act, which shall be signed in 2 (two) copies of equal legal force (except in cases where the Service Transfer and Acceptance Act is signed with a secure electronic signature), one for each Party. If a Service Transfer and Acceptance Act as a separate document is not required, the Parties agree and clearly indicate in the Special Conditions that the Invoice shall be considered the Service Transfer and Acceptance Act.

6.3.3. The Customer shall sign each Service Transfer and Acceptance Act on condition that all previous stages have been accepted, unless otherwise specified in the Special Conditions.

6.3.4. Upon provision of the Services specified in all stages, i.e. upon completion of the Services, a final Service Transfer and Acceptance Act shall be signed.

6.3.5. Upon provision of the Services by the Supplier in a specific stage, the Customer shall check the results of the Services and shall:

6.3.5.1. accept the results of the stage of the Services no later than within 5 (five) working days from the actual provision of the stage of the Services and the submission of the Service delivery and acceptance certificate by signing the Service delivery and acceptance certificate; or

6.3.5.2. accept the result of the Service stage with reservations by signing the Service transfer-acceptance act and the Defects act drawn up during the Service stage verification, in which the Customer must indicate the deficiencies of the Service stage or the documents submitted by the Supplier noticed during the acceptance of the Service stage and the procedure for eliminating those deficiencies (hereinafter referred to as the **Defect Report**); or

6.3.5.3. refuse to accept the result of the Service stage and deliver (or send) the Defect Report to the Supplier for improperly provided Services at this stage.

6.3.6. The Service delivery and acceptance certificate shall specify the date on which the Supplier provided the Services at a specific stage and submitted all necessary documents (if applicable).

6.3.7. If defects in the Services are identified that do not constitute non-compliance with the requirements set out in the Contract, the Customer may accept the result of the Service stage with reservations, draw up a Defect Report and set reasonable deadlines for the Supplier to remedy the defects in the Services. The Supplier shall remedy the deficiencies in the Services within the reasonable time limits specified by the Customer in accordance with Section 7.3 “Remedy of deficiencies in the Services” of the General

Terms and Conditions. If the Supplier fails to meet the deadlines for remedying the deficiencies in the Services, the provisions of Section 7.4 of the General Terms and Conditions, “Rights of the Customer if the Supplier fails to remedy the deficiencies in the Services,” shall apply.

6.3.8. If the Customer fails to submit (send) the Defect Report to the Supplier within 5 (five) working days of receiving the Service Acceptance Certificate, the Customer shall be deemed to have accepted the Services at that stage and to have no claims against them.

6.3.9. The Customer shall have the right to use the results of the Services provided in stages only after the final Service transfer and acceptance act has been signed, unless otherwise provided in the Special Conditions.

6.3.10. The deadline for the performance of any subsequent stage of the Services related to the provision of the previous stage of the Services shall not be automatically extended if the Customer fails to sign the Service Transfer and Acceptance Act for the previous stage due to the Supplier's fault.

6.3.11. If the Supplier has provided the Services earlier than the deadline for the stage of provision of the Services specified in the Special Conditions, but the Services have defects and the Supplier does not remedy these defects by the end of the deadline for the stage of provision of the Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of provision of the Services in accordance with the Special Conditions.

7. Supplier's warranty obligations

7.1. Warranty periods (if applicable)

7.1.1. The warranty period applicable to the results of the Services shall be as specified in the legislation and/or applied by the Supplier, as indicated in the Supplier's offer, technical specifications or Special Conditions. The warranty period shall commence on the date of signing the Service Acceptance Certificate.

7.1.2. The warranty periods shall be suspended for as long as the Customer is unable to properly use the results of the Services due to identified defects for which the Supplier is responsible. If the Customer is unable to use only a specified part of the result of the Services due to defects in the Services, the warranty periods shall be suspended only in respect of that part.

7.1.3. The Supplier shall not be liable for any defects in the Services arising from improper use or maintenance of the results of the Services or from the fault of the Customer, its personnel or third parties, provided that the Supplier is not at fault for such defects in the Services, improper use or maintenance of the results of the Services.

7.2. Claims for defects in the Services

7.2.1. If the Customer discovers any defects in the Services during the warranty period specified in the Contract (if applicable), shall immediately, but no later than within 30 (thirty) days and no later than the end of the warranty period, submit a written claim to the Supplier and set reasonable deadlines, if not specified in the Special Conditions, for the elimination of the defects in the Services.

7.2.2. The Supplier shall remedy all defects in the Services for which the Supplier is responsible free of charge within the reasonable time limits specified in the Customer's claim, unless specific time limits are specified in the Special Conditions, which shall be calculated from the date of receipt of the claim.

7.2.3. If the Supplier does not acknowledge the defects in the Services, either Party may request an independent expert opinion. If the Supplier fails to respond within 10 (ten) days of the Customer's request or fails to engage an independent expert agreed with the Customer (the Customer may not unreasonably refuse to approve the expert proposed by the Supplier) to resolve the dispute, or if the dispute has lasted longer than 30 (thirty) days from the Customer's first request, the Customer shall have the right to independently request an expert examination. In such a case, the costs of the expert examination shall be covered by:

7.2.3.1. if the result of the Services complies with the requirements specified in the Contract and in laws and other legal acts – the Customer;

7.2.3.2. if the result of the Services does not comply with the requirements specified in the Contract and in laws and other legal acts – the Supplier.

7.2.4. The conclusions of the expert examination shall be binding on the Parties.

7.2.5. The Customer shall not lose the right to make a claim for defects in the Services, and the Supplier shall be obliged to remedy all defects in the Services free of charge, regardless of whether such defects could have been identified at the time of signing the Service delivery and acceptance certificate.

7.3. Removal of service defects

7.3.1. The Supplier shall remedy any defects in the Services free of charge. If defects are found in the goods related to the Services, the Supplier shall remedy such defects by repairing the goods or part thereof or replacing the goods with new goods or part thereof.

7.3.2. The Customer shall provide the Supplier with access to remedy the defects in the Services so that the Supplier can do so within the specified time limits. If the defects in the goods related to the provision of the Services are remedied at the place of use of the goods, the Customer and the Supplier shall agree on the time for remedying the defects in the goods.

7.3.3. If defects in the goods related to the provision of Services are found again in the repaired part of the goods, the Supplier shall replace the goods with new goods of good quality, unless the Customer agrees in writing to have the goods repaired again.

7.3.4. Upon elimination of defects in the result of the Services, the warranty period for the result of the Services (or for the repaired or new goods or part thereof related to the Services) shall recommence from the date of proper delivery of the Services (or goods related to the Services) to the Customer.

7.3.5. If the elimination of defects in part of the Services may affect other parts of the Services, the Customer may request the Supplier to repeat the tests performed under the Contract (if such tests were provided for). The Customer shall submit such a request to the Supplier in writing within 30 (thirty) days after the elimination of the defects. Such tests shall be performed in accordance with the conditions of the previous tests, except that they shall in all cases be performed at the Supplier's risk and expense.

7.3.6. The Supplier, having remedied all defects in the Services, shall notify the Customer thereof.

7.3.7. Within 5 (five) business days after receiving the Supplier's notification of the elimination of the deficiencies in the Services, the Customer shall check the deficiencies specified in the Defect Report or the Customer's claim and confirm in writing which deficiencies in the Services have been properly eliminated.

7.4. The Customer's rights if the Supplier fails to remedy the defects in the Services

7.4.1. If the Supplier refuses to eliminate or fails to eliminate the defects in the Services within a reasonable period of time set by the Customer, the Customer shall have the right to:

7.4.1.1. eliminate the defects in the Services itself or by hiring third parties, informing the Supplier thereof in advance, and demand that the Supplier reimburse the costs of the expert examination of the Services and the elimination of the defects in the Services and cover the losses incurred; or

7.4.1.2. require a reduction in the amount payable to the Supplier and a refund of the overpayment resulting from this reduction within 30 (thirty) days of the deadline set for the Supplier to remedy the deficiencies in the Services, if this does not conflict with the principles established in the Public Procurement Law; or

7.4.1.3. refuse the Services and not pay for such Services or demand the return of the amount paid for the Services and terminate the Contract.

7.4.2. The amount payable to the Supplier under the Contract shall be reduced by the amount by which the value of the Services to the Customer is reduced due to the improper performance of part of the Services or defects in the goods related to the provision of the Services, if such reduction is not contrary to the principles established by the VPI. the value of the Services to the Customer due to the unsatisfactory result of part of the Services or defects in the goods related to the provision of the Services, if the value of such part of the Services and/or goods can be deducted from the total value of the Services. The reduction in the value of the Services shall include, inter alia, the Customer's costs of assessing and remedying the defects in the part of the Services and/or goods (if the price of such part of the Services and/or goods was specified at the time of purchase).

7.4.3. The Supplier shall satisfy the Customer's monetary claim under clause 7.4.4 of the General Terms and Conditions within 30 (thirty) days or within a longer reasonable period specified in the Customer's claim.

7.4.4. For any delay in remedying the defects in the Services, the Customer shall require the Supplier to pay the penalty specified in the Special Conditions.

8. TERMS OF PROVISION OF SERVICES

8.1. Terms and schedule of provision of services

8.1.1. The Supplier shall provide the Services in accordance with the terms specified in the Special Conditions.

8.1.2. If applicable, the Customer shall, no later than within 14 (fourteen) business days from the entry into force of the Contract or within another time limit specified in the procurement documents, prepare and submit to the Supplier for approval a schedule for the provision of the Services (hereinafter referred to as the “Schedule”).

8.1.3. If relevant, the Schedule shall indicate which Services may be provided in parallel and which may only be provided in the specified order.

8.2. Penalties for delay in the provision of Services

8.2.1. If the Supplier misses the deadlines for the provision of Services specified in the Special Conditions, the Supplier shall be subject to penalties in the amount specified in the Special Conditions until the date of provision of the Services.

8.2.2. If the Supplier misses the deadline for the provision of the Services or a stage thereof, the penalties shall be calculated from the end of the deadline for the provision of the Services or a stage thereof (exclusive) until the date of provision of the Services or a stage thereof (inclusive) specified in the Service delivery and acceptance certificates.

8.2.3. If penalties are charged to the Supplier under this Contract, the amount payable by the Purchaser for the Services shall be reduced by the amount of the penalties charged. The Customer shall also have the right to unilaterally deduct the calculated penalties from any payments made to the Supplier in accordance with the procedure established by law, notifying the Supplier in writing of such deduction of penalties.

9. Means of securing the performance of obligations under the Contract

The performance of the Parties' obligations under the Contract shall be secured by the means of securing the performance of obligations under the Contract specified in Section 8 of the Special

Conditions, the procedure for securing the performance of contractual obligations specified in Section 10 of the General Conditions, the advance payment guarantee specified in Section 12.1.3 of the General Terms and Conditions (if the amount of the advance payment is specified in the Special Terms and Conditions and an advance payment guarantee is required), and the penalties specified in Section 9 of the Special Terms and Conditions.

10. Performance guarantee (IF APPLICABLE)

10.1. The provisions of this section shall apply if the Special Conditions stipulate that, in order to ensure proper performance of the Contract, the Supplier must provide a bank guarantee on first demand or a surety insurance letter from an insurance company or other security for the performance of contractual obligations specified in the Special Conditions.

Note. Where the Special Conditions stipulate that the Purchaser requires a contract performance guarantee issued by a credit union, the provisions of this section shall apply as necessary and the Customer may specify additional requirements in the Special Conditions for the provision of such a contract performance guarantee in accordance with the provisions of laws and other legal acts.

10.2. The Supplier must provide the Customer with a contract performance guarantee of the type and amount specified in the Special Conditions – a bank guarantee on first demand or a surety insurance letter from an insurance company (the insurance certificate must be submitted together with the surety insurance letter from the insurance company and signed and a document proving that the insurance premium for the surety insurance letter has been paid), in accordance with the conditions specified in Section 10 of the General Conditions, within the time limit specified in the Special Conditions (hereinafter referred to as the **Contract Performance Guarantee**).

10.3. If the Supplier fails to provide the Customer with the Contract performance guarantee of the value specified in the Contract within the time limit specified in the Contract, the Supplier shall be deemed to have refused to conclude the Contract and the Customer shall have the right to offer to conclude the Contract to another supplier in accordance with the procedure established by the Public Procurement Law.

10.4. Before submitting the Contract Performance Guarantee, the Supplier may request the Customer to confirm that the Customer agrees to accept the Contract Performance Guarantee offered by the Supplier. In such a case, the Customer shall respond to the Supplier no later than within 3 (three) business days from the date of receipt of the Supplier's request.

10.5. In the contract performance guarantee, the bank (insurance company) must irrevocably and unconditionally undertake, no later than within 15 (fifteen) days of the Customer's written notification of the Supplier's breach of its obligations under the Contract, partial or complete failure to perform or improper performance thereof, to pay the Customer the amount specified in the contract performance guarantee by transferring the money to the Customer's account.

10.6. The contract performance guarantee may not stipulate that the bank (insurance company) is liable only for compensation for direct losses. The bank (insurance company) shall not be entitled to require the Customer to substantiate its claim. The Customer shall indicate in its notification to the bank (insurance company) that the amount of the contract performance guarantee is due to the Supplier's partial or complete failure to perform the Contract and/or its termination due to the Supplier's fault. The Customer shall not be obliged to prove the actual losses incurred, and the Supplier, by signing the

Contract and providing the performance guarantee, confirms that the amount of the performance guarantee shall be considered the minimum losses incurred by the Customer that do not require proof.

10.7. The contract performance guarantee shall take effect no later than on the date of its submission to the Customer.

10.8. The amount of the contract performance guarantee shall be specified and paid in euros.

10.9. The contract performance guarantee shall be drawn up in Lithuanian or another language (at the Customer's request, a translation into Lithuanian shall be provided).

10.10. The term of validity specified in the contract performance guarantee shall not be shorter than that specified in the Special Conditions.

10.11. If the term of the Contract is longer than 1 (one) year, the Supplier shall have the right to submit a Contract performance guarantee valid for 1 (one) year, but shall extend the term of the contract performance guarantee or submit a new contract performance guarantee no later than 10 (ten) working days before the expiry of the term of the contract performance guarantee.

10.12. If, under the terms of the Contract, the deadline for the provision of Services is extended or postponed due to the suspension of the Contract, or there is a delay in the provision of Services or the rectification of defects in the Services, the Supplier shall ensure the validity of the Contract performance guarantee for the entire term of the Contract and shall submit a new or extended Contract performance guarantee to the Purchaser no later than the expiry of the validity period of the Contract performance guarantee.

10.13. If the Supplier fails to extend the validity of the Contract performance guarantee in a timely manner or fails to submit a new Contract performance guarantee, the Purchaser shall have the right to claim the amount of penalties specified in the Special Conditions for each day of delay.

10.14. The Customer shall not accept the contract performance guarantee and/or shall consider it invalid, and/or shall request the Supplier to submit a new contract performance guarantee to the Customer, and the Supplier shall be obliged to provide the Contract performance guarantee within the shortest possible time if the Contract performance guarantee does not meet the requirements set forth in the Contract or the Customer has information related to the suspension or possible suspension of the activities of the bank (insurance company) that issued the contract performance guarantee (including insolvency, liquidation or legal protection procedures).

10.15. If the Supplier breaches the obligations set out in the Contract, fails to perform its obligations in part or in full (or performs them not in accordance with the terms of the Contract), the Purchaser may invoke the performance guarantee. In order to continue to perform its obligations under the Contract, the Supplier shall, within 10 (ten) working days of the date of receipt of the notice of payment of the contract performance guarantee to the Customer, submit to the Customer a new contract performance guarantee in the amount specified in the Special Conditions.

10.16. The Customer may use the Contract performance guarantee in any of the following circumstances:

10.16.1. The Supplier has failed to perform, is failing to perform or is improperly performing its obligations under the Contract;

10.16.2. The Supplier fails to comply with the Customer's instruction to remedy the defects in the Services within a reasonably specified period of time;

10.16.3. if, due to any actions (or inaction) of the Supplier, the Customer has incurred losses (including, but not limited to, additional expenses, lost income or other direct and indirect losses, late payment interest and/or penalties (if late payment interest and/or penalties are provided for in the Special Conditions of the Contract));

10.16.4. The Supplier unilaterally terminates the Contract without a valid reason (except in cases specified in the Contract).

11. CONTRACT PRICE AND ITS RECALCULATION

11.1. The price of the Contract, which the Customer must pay to the Supplier for the Services actually provided in accordance with the terms of the Contract, including all Contracts, shall be calculated using the price calculation method or methods specified in the Special Conditions.

11.2. The initial contract value is specified in the Special Conditions.

11.3. The price of the Contract shall be deemed to include all costs incurred by the Supplier in connection with the provision of all Services, as well as the proper performance of other obligations of the Supplier under this Contract, including insurance, customs duties, and other expenses incurred by the Supplier in performing its obligations under the Contract.

11.4. The price of the Contract shall be reviewed in accordance with the procedure set out in the Special Conditions.

12. PAYMENT PROCEDURE

12.1. Advance payment (if applicable)

12.1.1. The provisions of subsection 12.1 of the General Conditions shall apply if the Special Conditions specify that the Supplier shall be paid an advance payment (hereinafter referred to as the “Advance Payment”).

12.1.2. The Customer shall pay the Supplier an Advance not exceeding the amount specified in the Special Conditions.

12.1.3. If required by the Special Conditions, in order to receive the Advance, the Supplier shall, when requesting payment of the Advance, no later than within 10 (ten) business days from the date of entry into force of the Contract, together with the advance payment invoice, the Supplier shall submit to the Customer an Advance Payment Guarantee – a bank guarantee or a surety insurance letter from an insurance company or other guarantee of performance of contractual obligations in an amount not less than the amount of the Advance Payment requested in the Special Conditions (hereinafter referred to as the **Advance Payment Guarantee**).

Note. Where the Special Conditions specify that the Customer requires an Advance Payment Guarantee issued by a credit union, the provisions of this subsection shall apply as necessary and the Customer may specify additional requirements in the Special Conditions for the provision of such Advance Payment Guarantee in accordance with the provisions of laws and other legal acts.

12.1.4. Before submitting the Advance Payment Guarantee, the Supplier may request the Customer to confirm that the Customer agrees to accept the Advance Payment Guarantee offered by the Supplier. In such a case, the Customer shall respond to the Supplier no later than within 3 (three) business days from the date of receipt of the Supplier's request.

12.1.5. The advance payment guarantee shall be irrevocably and unconditionally committed by the bank (insurance company) no later than within 15 (fifteen) days of the Customer's written notification of the failure to perform the Contract or the termination of the Contract due to the Supplier's fault, to pay the Customer an amount not exceeding the amount of the Advance Payment and the guarantee amount by transferring the money to the Customer's account.

12.1.6. The bank (insurance company) shall not have the right to require the Customer to justify its claim. The Customer shall indicate in its notification to the bank (insurance company) that the Advance Payment Guarantee amount is due to the Supplier's partial or complete failure to perform the terms of the Contract and/or its termination due to the Supplier's fault and the Supplier's failure to return the advance payment.

12.1.7. The amount of the advance payment guarantee shall be specified and paid in euros.

12.1.8. The advance payment guarantee shall be drawn up in Lithuanian or another language (at the request of the Customer, a translation into Lithuanian shall be provided).

12.1.9. Advance payment security that does not meet the requirements set out in this section of the Contract shall not be accepted.

12.1.10. If, during the performance of the Contract, the bank (insurance company) that issued the advance payment guarantee is unable to fulfill its obligations, the Customer may request the Supplier in writing to provide a new advance payment guarantee within 10 (ten) business days, under the same conditions as the previous one.

12.1.11. The Customer shall pay the Advance Payment to the Supplier within the period specified in the Special Conditions from the date of receipt of the advance payment invoice and the Advance Payment Guarantee (if applicable). The amount of the Advance Payment paid shall be deducted from the amount payable.

12.1.12. Upon termination of the Contract, the Supplier shall return the Advance Payment received to the Customer within 5 (five) business days (if part of the Services has been provided, the Customer has accepted them and can use the results of the Services for their intended purpose – the part of the Advance Payment that exceeds the price of the Services accepted by the Customer shall be returned). If the Supplier fails to return the Advance Payment received, the Customer shall use the Advance Payment Security (if applicable). In cases where clause 12.1.3 of the General Terms and Conditions has not been applied, the Supplier shall pay the penalty specified in the Special Terms and Conditions, calculated on the amount of the Advance Payment to be returned for the period from the date of payment of the Advance Payment to the date of its return.

12.2. Payment procedures

12.2.1. The Supplier shall issue an invoice only after the Parties have signed the Service Acceptance Certificate, unless otherwise specified in the Special Conditions:

12.2.1.1. an electronic invoice that complies with the European standard for electronic invoices, the reference to which was published on October 16, 2017 Commission Implementing Decision (EU) 2017/1870 on the publication of a reference to the European standard on electronic invoices and a list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as the European standard on electronic invoices), The Supplier may submit by means of its choice; 12.2.1.2. The Supplier may only submit electronic invoices that do not comply with the European electronic invoice standard using the means of the General Information System for Invoice Administration (hereinafter referred to as SABIS). 12.2.2. The Customer shall accept and process electronic invoices using the SABIS information system, except in cases of mobilization, war, or emergency situations where the SABIS information system is disrupted, preventing communication and exchange of information between the Customer and the Supplier using SABIS. 12.2.3. Advance payment invoices (if advance payment is provided for in the Special Conditions) shall be submitted by the Supplier in accordance with the procedure set out in this section of the Contract. 12.2.4. The Customer shall make payments for the Services within the time limits specified in the Special Conditions. 12.2.5. For delays in payments under the Contract, penalties shall be applied to the Customer in accordance with the procedure specified in the Special Conditions. 12.2.6. If the Services are provided in stages or periods, the above payment procedure shall apply to each stage or period of the provision of the Services, unless otherwise specified in the Special Conditions. 12.2.7. If the Parties enter into a tripartite Contract with a subcontractor for direct settlement, the Customer shall transfer the amount payable to the subcontractor to the subcontractor's bank account specified in the tripartite Contract and transfer the balance to the Supplier's bank account after the transfer-acceptance certificate for the Services provided has been drawn up in accordance with the requirements of the Contract and the tripartite Contract and the Supplier has submitted the Invoice for the Services to the Customer.

12.3. Other settlement issues 12.3.1. The Customer shall transfer payments to the Supplier to the Supplier's bank account specified in the Special Conditions. 12.3.2. The Customer shall have the right to deduct the amounts receivable from the Supplier from payments to the Supplier under the Contract (unilaterally make set-offs). For this reason, the Supplier shall not be entitled to transfer or pledge the claims for amounts receivable under the Contract to third parties or otherwise dispose of them without the Customer's consent.

12.3.3. All payments under the Contract shall be made in euros.

12.3.4. For late payments under the Contract, the paying Party shall pay the other Party a penalty in the amount specified in the Special Conditions.

13. Confidential information

13.1. The Parties undertake to maintain confidentiality and not to disclose to any of the other Party's employees, to persons related to the Party or other third parties who do not need to use this information for their work purposes, except in the cases specified below.

13.2. A Party shall have the right to disclose the other Party's confidential information in the following cases:

13.2.1. disclosure of confidential information is necessary for the proper performance of the Party's rights or obligations under the Contract – but in such a case, the information may only be disclosed to the extent necessary for the performance of the contractual rights or obligations and only to those third parties to whom it is necessary, provided that the third parties receiving the confidential information assume the same confidentiality obligations as those set out in this Contract. If third parties disclose confidential information, the Party shall be liable for their actions as for its own;

13.2.2. confidential information must be disclosed in accordance with the requirements of laws and other legal acts, including cases where this is required by public administration bodies as defined in the Law on Public Administration of the Republic of Lithuania.

13.3. Before disclosing confidential information, the Party shall inform the other Party (to the extent not prohibited by law or other legal acts) of the necessity or the request received from a public administration body to disclose confidential information and take reasonable measures to ensure the confidentiality of the disclosed information.

13.4. The Party shall be liable:

13.4.1. for any unlawful disclosure or transfer, including accidental, of the other Party's confidential information or any part thereof, or for any unlawful use of confidential information;

13.4.2. for failing to take all reasonable steps to preserve and protect the confidential information of the other Party or any part thereof and to prevent its further unlawful disclosure, transfer or use.

13.5. A Party that has disclosed the other Party's confidential information without justification shall pay the other Party a penalty in the amount specified in the Special Conditions.

14. Personal data protection

14.1. The Parties undertake to ensure the security of personal data and to process personal data lawfully in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal acts regulating the processing of personal data.

14.2. The Parties confirm that if personal data is processed in order to ensure the proper performance of the Contract, the Parties undertake to conclude a separate data processing Contract which shall specify the subject matter and duration of the data processing, the nature and purpose of the data processing, the types of personal data and categories of data subjects, and the obligations and rights of the data controller.

15. INTELLECTUAL PROPERTY

15.1. All results and related rights acquired in the performance of the Contract, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, shall be the property of the Customer, and shall pass to the Customer upon signing the Service Acceptance Certificate without any restrictions, which the Customer may use, publish, transfer or pass on to third parties without the separate consent of the Supplier, unless otherwise provided in the Special Conditions or intellectual property rights cannot be transferred by virtue of the nature of the Services and/or exclusive rights, patents, etc.

15.2. The Supplier undertakes to compensate the Customer for any losses arising from any claims relating to intellectual property rights, including, but not limited to, the rights of the owner (user) of a patent, trademark, industrial design (whether registered or not), rights arising from applications for registration of any of the aforementioned rights, copyright, sui generis rights of database producers, the rights of owners of company names, business names, trade names or other similar rights or obligations, regardless of whether they are registered in the Republic of Lithuania or in other countries, or are not subject to registration, except where such infringement is attributable to the Customer.

15.3. The Supplier shall not have the right to use the Customer's symbols, name, and trademark in advertising or marketing without the prior written consent of the Customer, nor shall it have the right to use the intellectual results of the Customer's activities. In the event of a breach of this requirement, the Supplier shall be subject to the penalty specified in the Special Conditions.

16. Declarations and warranties

16.1. Each Party declares and warrants to the other Party that:

16.1.1. all necessary decisions, permits, and consents have been lawfully obtained and are valid, and other legal actions necessary for the conclusion, validity, and performance of the Contract have been lawfully performed and are valid;

16.1.2. by concluding the Contract, the Party does not exceed its competence and does not violate the laws and other legal acts applicable to it, court or arbitration court decisions, administrative acts, contracts or other obligations under applicable private law, public law, European Union law or international law;

16.1.3. the representative of the Party shall have all the necessary powers to conclude and perform the Contract. When concluding and signing the Contract, the representative of the Party shall not violate the Party's articles of association, provisions and other internal documents, the rights and legitimate interests of the Party's management and other bodies and/or creditors, and in concluding the Contract, he shall act in good faith and reasonably towards the Party and the members of the Party's bodies and creditors;

16.1.4. The Party has assessed all circumstances that are of material importance to the conclusion and performance of the Contract. None of the terms and circumstances specified in the Contract shall adversely affect the Party's intention to conclude the Contract on the terms specified therein and to perform the obligations arising therefrom;

16.1.5. The Contract is concluded in accordance with the principles of good faith, reasonableness, fairness, and equality of the Parties, without the use of deception or coercion. The Parties have disclosed to each other all information known to them that is of material importance to the conclusion and performance of the Contract;

16.1.6. All statements and warranties made by the Parties are complete and do not omit any circumstances that would render such statements or warranties incorrect.

16.2. The Supplier further represents and warrants to the Purchaser that the Supplier, its subcontractors, joint venture partners, and specialists have all valid and lawful permits, licenses, certificates, and documents of recognition of rights required by law and other legal acts for the performance of the Contract.

16.3. The Supplier declares that the rights to dispose of, manage, and use the results of the Services provided are not restricted and that no third parties have any claims to the results of the Services

transferred under the Contract.

16.4. The Supplier undertakes to comply with the environmental, social, and labor law obligations established by European Union and national law, collective Contracts, and international conventions referred to in Annex 5 to the Public Procurement Law when performing the Contract.

17. General liability issues

17.1. Payment of penalties for delay or breach of obligations under the Contract shall not release a Party from its obligations under the Contract.

17.2. Payment of penalties and/or receipt of security for the performance of the Contract shall not preclude a Party from claiming compensation from the other Party for losses incurred. The penalties specified in this Contract shall be considered minimum, non-proven losses of the Parties. Each Party shall be entitled to receive from the other Party compensation for losses incurred due to the other Party's improper performance or non-performance of its obligations under the Contract, not exceeding the value of the Initial Contract, unless the law provides that a higher amount must be compensated. The limitation of liability provided for in this clause shall not apply if the damage was caused by a breach of confidentiality obligations, legislation governing the protection of personal data or intellectual property rights.

17.3. If it becomes apparent that any of the representations or warranties made in this Contract are materially incorrect, false or misleading, the Party in breach shall compensate the aggrieved Party for all losses incurred by the aggrieved Party as a result of such incorrect, false or misleading statement or warranty.

17.4. The remedies provided for in this Contract shall not limit the Parties' right to seek other legal remedies.

17.5. The limitations of liability under this Contract shall not apply in cases of intentional or grossly negligent damage, non-pecuniary damage, injury to health or loss of life, as well as damage (loss) caused to third parties, including cases where damage caused by one Party to third parties is compensated by the other Party.

17.6. Upon expiry of the Contract, the Parties shall not be released from liability for breach of the Contract. Upon expiry of the Contract, the Parties shall not lose the right to claim compensation for losses incurred due to non-performance of the Contract and to pay penalties.

17.7. If the Contract is terminated due to a material breach of the Contract in accordance with clause 22.2.1 of the General Terms and Conditions and/or the Supplier performs a material term of the Contract specified in Section 10 of the Special Terms and Conditions with significant or persistent deficiencies, the Supplier shall be included in the list of unreliable suppliers in accordance with the procedure established in Article 91 of the Public Procurement Law. Cases where a material term of the Contract is deemed to be performed with significant or persistent deficiencies are specified in Section 10 of the Special Conditions. Significant or persistent failure to perform an essential term of the Contract may also be recognized in other cases not specified in the Special Conditions, after assessing the specific circumstances of the failure to perform the essential term of the Contract.

18. Force majeure

18.1. Liability under the Contract shall not apply, and the Parties may be fully or partially exempt from civil liability on the following grounds:

18.1.1. due to force majeure – the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and the rules approved by Resolution No. 840 of the Government of the Republic of Lithuania of July 15, 1996, “On the Approval of Rules for Exemption from Liability in Cases of Force Majeure”;

18.1.2. due to actions of European Union Member States – when it is impossible to perform an obligation under the Contract due to mandatory and unforeseen actions (acts) of European Union institutions which the Parties had no right to contest and which could not have been foreseen in advance.

18.2. The Party requesting exemption from liability shall notify the other Party of the circumstances of force majeure immediately, but no later than within 5 (five) days of the occurrence or discovery of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimize costs or negative consequences, as well as notify the other Party of the possible date of fulfillment of its obligations. The Party shall also notify the other Party when the circumstances preventing the performance of its obligations have ceased to exist.

18.3. The grounds for exempting a Party from liability shall arise from the moment of occurrence of the force majeure circumstances or, if notification was not given in time, from the moment of notification. If a Party fails to send a notification or inform the other Party in a timely manner, it shall compensate the other Party for any damage incurred by the latter as a result of the failure to provide timely notification or the failure to provide any notification.

18.4. If the circumstances of force majeure continue for more than 1 (one) month from the date of receipt of the notification thereof, either Party may terminate the Contract by notifying the other Party 5 (five) business days in advance. Force majeure shall not include the fact that a Party does not have the necessary financial resources or that the debtor's contractors are in breach of their obligations or that the debtor is in breach of its obligations to its contractors.

19. Invalidity of provisions of the Contract

19.1. If any provision of the Contract is or becomes partially or completely invalid, the Parties shall immediately conclude an Contract and replace the invalid provision with another provision which, as far as possible, has the same economic and legal effect as as was intended by the parties when agreeing on the invalid provision of the Contract. Such invalidity shall not affect the validity of the remaining provisions of the Contract, provided that this does not violate laws and other legal acts and it can be assumed that the Contract would have been legally concluded without the inclusion of the invalid provision.

19.2. If a provision of the General Terms and Conditions is or becomes partially or completely invalid, the version of the General Terms and Conditions that was in force prior to the amendment shall not apply. In such a case, the Parties shall act in accordance with clause 19.1 of the General Terms and Conditions.

20. Amendments to the Contract

20.1. The terms of the Contract may not be amended during the term of the Contract, except for those terms of the Contract which may be amended in accordance with the provisions of the Contract and/or the provisions of the Public Procurement Law.

20.2. Amendments to the Contract shall be formalized by the Parties entering into an Contract.

20.3. The Party initiating the Contract shall notify the other Party of the amendment to the Contract and provide justification for the factual and legal basis for entering into the Contract. The other Party shall, within 5 (five) working days (or within another period agreed in writing by the Parties), analyze and evaluate the information received and submit its comments and proposals, substantiated by the provisions of the Contract and mandatory laws and other legal acts.

20.4. The Contract shall enter into force upon its conclusion, unless otherwise specified in the Contract. The Customer shall publish the Contract in accordance with the procedure established in Articles 33 and 86 of the Public Procurement Law.

20.5. Changes to the contact details and details specified in the Special Conditions shall not be considered an amendment to the Contract (except for the replacement of the Supplier, joint activity partner, subcontractor or specialist with another person) and the Party shall amend such details unilaterally, informing the other Party thereof. In any case, an amendment to the Contract may not substantially alter the Contract.

21. SUSPENSION OF THE CONTRACT

21.1. In the absence of fault on the part of the Supplier and in circumstances which the Party to the Contract could not have foreseen at the time of conclusion of the Contract, due to which the Party to the Contract is unable to perform its contractual obligations and/or in the event of other unforeseen circumstances, the Parties to the Contract shall have the right to initiate the suspension of the provision of the Services (or part thereof) until the relevant circumstances cease to exist.

21.2. The provision of the Services (or part thereof) may be suspended in the event of at least one of the following circumstances:

21.2.1. in the event of force majeure circumstances specified in Section 18 of the General Terms and Conditions, the deadlines for the performance of contractual obligations shall be suspended from the moment the obstacle arises or, if it is not notified in a timely manner, from the moment of notification, and shall be resumed when the aforementioned circumstances no longer prevent the performance of the Contract;

21.2.2. the Supplier is unable to provide the Services in accordance with the procedure specified in the Contract (for example, the Customer is unable to provide the technical capabilities for the provision of the Services for objective reasons) and the Supplier is therefore unable to perform the Contract;

21.2.3. due to the purchase of unforeseen goods, services and/or works related to the object of purchase, the need for which became apparent only during the performance of the Contract;

21.2.4. due to reasons not attributable to the Customer, the performance of another purchase contract of the Customer that has a direct impact on this Contract is delayed;

21.2.5. in the event of proven obstacles or impediments caused to the Supplier by other third parties not due to the Supplier's failure to perform its contractual obligations in a timely manner or in accordance

with the terms and conditions of the Contract;

21.2.6. if there is a change in the applicable law or a new law comes into force that affects the performance of this Contract;

21.2.7. the need to suspend contractual obligations arose due to suspended, reallocated, non-received, or similar financing intended for the purchase of the Customer's Services or a lack of financing;

21.2.8. due to judicial (arbitration) disputes with the Customer or third parties, the subject matter of which is directly related to the performance of the Contract.

21.3. If the suspension of the provision of the Services (or part thereof) is carried out due to the circumstances specified in subparagraphs 21.2 of the General Terms and Conditions and lasts for no longer than 3 (three) months, such suspension shall be considered an amendment to the Contract under the terms and conditions set forth therein and shall be formalized in accordance with the procedure set forth in paragraph 21.6 of the Contract.

21.4. If the suspension of the provision of the Services (or part thereof) is due to other circumstances not specified in clause 21.2 of the General Terms and Conditions and/or clause 21.2 of the General Terms and Conditions for more than 3 (three) months and/or in violation of the procedure set forth in this section, it shall be deemed a change to the Contract, which shall be made in accordance with the provisions of the Public Procurement Law and formalized in accordance with the procedure set forth in Section 21.6 of the Contract.

21.5. The performance of contractual obligations may be suspended only during the term of the Contract in the following manner:

21.5.1. if circumstances arise that prevent the Supplier from performing its contractual obligations, the Supplier must immediately inform the Purchaser thereof. The Supplier's written request must specify the circumstances of the suspension (subparagraph 21.2 of the General Terms and Conditions) and the arguments, objective facts, and evidence justifying the circumstances and the possible deadline. After evaluating the request, the Purchaser shall inform the Supplier in writing of its decision on the suspension of contractual obligations within 3 (three) business days. If the Supplier fails to provide specific arguments, facts and evidence, the Purchaser shall have the right to refuse to approve the suspension in writing;

21.5.2. After the Purchaser has informed the Supplier in writing and provided a reasoned explanation of the circumstances and the period for which it is necessary to suspend the performance of contractual obligations, the Supplier shall, within 3 (three) working days, inform the Purchaser in writing and confirm its Contract to the suspension. The Supplier shall have the right to object to the suspension of the performance of contractual obligations only if the Supplier is able, at its own expense and by its own means, to eliminate the circumstances that gave rise to the need to suspend the performance of contractual obligations;

21.5.3. Upon receipt of the Customer's written notice of suspension, the Supplier shall immediately, but no later than within 3 (three) working days after the date of sending the confirmation to the Customer, suspend the performance of the contractual obligations or part thereof. If the performance of contractual obligations or part thereof is suspended, the Parties may not perform any obligations assigned to them under the Contract or part thereof.

21.6. The Parties shall formalize the suspension of the performance of contractual obligations in a written Contract, specifying the reasons and the term of suspension, and attaching documents confirming the

grounds for suspension, and shall confirm it with the signatures of the authorized representatives of the Parties. Such Contracts shall form an integral part of the Contract.

21.7. The performance of contractual obligations shall be suspended for no longer than the period of existence of specific, justified circumstances.

21.8. The Parties agree that the period of suspension of the performance of contractual obligations shall not be included in the term of the Contract, during which time the contractual obligations shall not be performed and the Customer shall not pay the Supplier any payments, penalties or downtime compensation for this period.

21.9. If the deadlines for the performance of the obligations provided for in the Contract have been suspended on the grounds specified in the Contract, they shall be resumed upon the expiry of the circumstances that led to the suspension or upon the expiry of the period specified in the Contract between the Parties, whichever occurs first. If the deadlines for the performance of the obligations under the Contract are resumed earlier than the suspension period specified in the Contract between the Parties, the Parties shall confirm the date of resumption of the deadlines for the performance of the obligations under the Contract in writing.

21.10. Upon resumption of the performance of the Contract, the deadlines for the performance of the unfulfilled obligations (or part thereof) and the validity of the Contract shall be postponed by the period remaining for their performance (the validity of the Contract) at the time of their suspension.

21.11. If the performance of contractual obligations has been suspended for a period longer than 3 (three) months, upon expiry of this period, one Party may request the other Party in writing to resume the performance of the Contract. If a Party fails to resume the performance of the Contract within 10 (ten) days of the relevant request without good reason, the other Party may terminate the Contract by giving 10 (ten) days' notice to the other Party.

22. Termination of the Contract

The Contract may be terminated in the cases provided for in Article 90 of the Public Procurement Law and in the Contract, including the possibility of terminating the Contract by mutual Contract of the Parties.

22.1. Claims for breach of the Contract

22.1.1. If a Party breaches the Contract or laws and other legal acts, the other Party shall have the right to submit a written claim to it, specifying which provision of the Contract or laws and other legal acts has been breached by the other Party and in what manner, and setting a reasonable deadline for remedying the breach.

22.1.2. The Party receiving the claim shall respond to the claim immediately, but no later than within 5 (five) business days, and indicate what measures it will take to remedy the breach within the time limit specified in the claim or propose another reasonable time limit with justification. The Supplier's right to propose another deadline shall not be considered an obligation on the part of the Purchaser to accept that deadline. The deadline proposed by the Party receiving the claim shall replace the deadline specified in the claim only if the other Party confirms it.

22.2. Termination of the Contract at the initiative of the Purchaser

22.2.1. The Customer shall unilaterally terminate the Contract by notifying the Supplier in writing at least 5 (five) days in advance if the Supplier commits a material breach of the Contract specified in the Special Conditions or a breach of the Contract which corresponds to the signs of a material breach of the Contract specified in the Civil Code of the Republic of Lithuania, and, upon receipt of the Customer's claim, fails to remedy the breach within the period specified in the claim.

22.2.2. The Customer shall have the right to unilaterally terminate the Contract or part thereof by giving the Supplier written notice at least 10 (ten) days in advance if:

22.2.2.1. bankruptcy proceedings have been initiated against the Supplier, bankruptcy proceedings have been initiated out of court, the Supplier becomes insolvent or there is a likelihood of insolvency, the Supplier suspends its economic activity or a situation analogous to that provided for in laws and other legal acts arises;

22.2.2.2. The Supplier's situation changes and it meets the grounds for exclusion specified in the procurement documents;

22.2.2.3. there are changes in the laws related to the subject matter of the Contract, the performance of the Contract, or the activities of the Customer for which the Contract was concluded, and due to such changes, the Customer decides to terminate the Contract;

22.2.2.4. the Purchaser decides to cease the activities for which the Services are purchased under the Contract and the need for the Contract ceases to exist;

22.2.2.5. the management body of the Purchaser takes a decision which renders the Contract unnecessary;

22.2.2.6. the Customer's financial situation changes (deteriorates) or the Customer does not receive or loses funding and therefore decides to terminate the Contract;

22.2.2.7. the Customer's organizational structure changes – legal status, nature or management structure, and this may affect the proper performance of the Contract or the need for the Contract;

22.2.2.8. there is no longer a need for the Services being purchased;

22.2.2.9. the Customer receives an instruction or recommendation from the procurement supervisory authorities to terminate the Contract;

22.2.2.10. the Supplier is late in submitting an extension of the contract performance guarantee for more than 10 (ten) working days from the expiry of the last contract performance guarantee or refuses to submit it;

22.2.2.11. The Supplier refuses to remedy or fails to remedy defects in the Services within a reasonable period of time specified by the Purchaser;

22.2.2.12. The Supplier breaches the Contract or laws and other legal acts and fails to remedy the breach within the period specified in the Purchaser's written claim;

22.2.2.13. The Government of the Republic of Lithuania, in accordance with the procedure established by the Law on the Protection of Objects Important for National Security, adopts a decision confirming that the Contract is not in the interests of national security (applicable if the Customer operates in areas which are considered to be part of economic sectors of strategic importance for national security, or is considered to be an essential entity);

22.2.2.14. the circumstances specified in Article 37(8) and/or Article 47(8) of the Public Procurement

Law become apparent.

22.2.3. The Contract shall be deemed null and void if it is established that the performance of the Contract is contrary to mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Sanctions Law and other international, European Union and Lithuanian legislation (at least one of the applicable sanctions). The moment of invalidity of the Contract shall be determined in accordance with the aforementioned law.

22.2.4. The Customer shall immediately, but no later than within 5 (five) days, unilaterally terminate the Contract or suspend its performance for the duration of the mandatory international sanctions, as defined in the Sanctions Law and other international, European Union and Lithuanian legislation, for the period of their implementation, by notifying the Supplier in writing, if the Contract entered into force before the implementation of these international sanctions in the Republic of Lithuania. It shall be prohibited to assume new obligations under the Contract whose performance would be contrary to international sanctions implemented in the Republic of Lithuania.

22.2.5. If the Contract is terminated due to a material breach of the Contract by the Supplier or if the Supplier unjustifiably terminates the performance of the Contract in a manner not provided for in the Contract, and if the Special Conditions do not provide that the proper performance of the Contract is guaranteed by a performance bond, the Supplier undertakes to pay the Customer a penalty in the amount specified in the Special Conditions and to compensate the Customer for any losses related to the termination of the Contract. If the Special Conditions provide that proper performance of the Contract is secured by a contract performance guarantee, the Supplier undertakes to pay the Customer the remaining part of the penalty specified in the Special Conditions and to compensate for losses related to the termination of the Contract, to the extent not covered by the performance guarantee for the Contract. Upon the Customer's claim for compensation for losses incurred, the amount of the penalty shall be offset against the compensation for losses.

22.2.7. The Contract shall be deemed terminated on the day following the expiry of the notice period for termination of the Contract.

22.2.8. In cases where the Supplier remedies the breach or the circumstances that led to the initiation of the Contract termination procedure cease to exist, the Contract may not be terminated and the notice of termination of the Contract shall become invalid if the Supplier provides information about the elimination of the breach or the circumstances that gave rise to the termination procedure.

22.3. Termination of the Contract at the initiative of the Supplier

22.3.1. The Supplier shall have the right to unilaterally terminate the Contract by giving the Purchaser written notice at least 30 (thirty) days in advance if the Purchaser breaches the terms of payment to the Supplier (except in cases when the Customer exercises its right to withhold payments), and the Customer's debt to the Supplier exceeds 20 (twenty) percent of the initial value of the Contract and the Customer, having received the Supplier's claim, fails to pay the amounts due to the Supplier within 30 (thirty) days.

22.3.2. The Supplier shall have the right to unilaterally terminate the Contract by giving the Customer written notice at least 10 (ten) days in advance if:

22.3.2.1. bankruptcy proceedings have been initiated against the Customer, out-of-court bankruptcy

proceedings have been initiated, the Customer becomes insolvent or there is a likelihood of insolvency, the Customer suspends its activities, or a similar situation arises in accordance with the procedure provided for in laws and other legal acts;

22.3.2.2. The Customer violates the Contract or laws and other legal acts and fails to remedy the violation within the period specified in the Supplier's written claim, except in the case specified in clause 22.3.1 of the General Terms and Conditions.

22.3.3. If the circumstances specified in clause 22.3.1 of the General Terms and Conditions relate only to a separate part or a separate Contract, the Supplier shall have the right to terminate the Contract only in respect of that part or to terminate only that Contract.

22.3.4. The Supplier shall have the right to unilaterally terminate the Contract in other cases provided for by laws and other legal acts.

22.3.5. If the Contract is terminated due to a material breach of the Contract by the Customer or if the Customer unjustifiably terminates the performance of the Contract in a manner not provided for in the Contract, the Customer undertakes to pay the Supplier a penalty in the amount specified in the Special Conditions and to compensate the Supplier for losses related to the termination of the Contract.

22.3.6. The Contract shall be deemed terminated on the day following the expiry of the notice period for termination of the Contract.

22.3.7. In cases where, during the notice period for termination of the Contract, the Customer remedies the breach or the circumstances that led to the initiation of the Contract termination procedure cease to exist, the Contract may not be terminated and the notice of termination of the Contract shall become void, if the Customer informs the Supplier of the remedied breach or the circumstances that gave rise to the termination procedure.

22.4. Rights and obligations of the Parties in the event of termination of the Contract

22.4.1. Termination of the Contract shall not affect the validity of the provisions of the Contract governing the dispute resolution procedure and other provisions of the Contract which, by their nature, remain in force after termination of the Contract.

22.4.2. Upon termination of the Contract, the Parties shall:

22.4.2.1. ensure that the Services provided and other actions performed prior to the termination of the Contract comply with the requirements of the Contract and that the Parties have no further claims against each other in this regard;

22.4.2.2. settle the payment for the Services provided prior to the termination of the Contract that comply with the requirements of the Contract;

22.4.2.3. within 10 (ten) days of the date of receipt of the notice of termination of the Contract or the date of conclusion of the Contract on termination of the Contract, transfer to each other all documents that had to be transferred in accordance with the provisions of the Contract.

23. Change of product model or manufacturer

23.1. In cases where goods are purchased together with the Services, the Supplier shall have the right to change the model and/or manufacturer of the goods if all of the following conditions are met:

23.1.1. if the goods specified in the Supplier's offer are no longer manufactured or their supply has been significantly disrupted and confirmation has been received from the manufacturer and/or the manufacturer of the goods their manufacturer poses a threat to national security and/or the supply of the goods is contrary to mandatory international sanctions implemented in the Republic of Lithuania, as defined in the Sanctions Act, and/or the goods, their components, and/or the manufacturer do not comply with the provisions of Article 45(2¹) of the Public Procurement Law;

23.1.2. if the goods being replaced fully comply with all the requirements of the procurement documents, are not of inferior quality, but of equivalent or better quality than the goods specified in the Supplier's tender, and the Supplier submits documents confirming this. If the Supplier submitted samples of the goods during the procurement procedure, the goods delivered must be of no lower quality than the samples submitted;

23.1.3. if the Supplier submitted a written request to the Purchaser with documents justifying the change no later than 10 (ten) days before the planned change of goods and received the Purchaser's written consent. The Customer shall have the right to refuse to accept the replacement goods and to terminate the Contract if the Supplier has not provided evidence or if the evidence provided does not prove that the replacement goods comply with the purchase documents and are of equivalent or better quality than the goods specified in the Contract;

23.1.4. The Parties have concluded a written Contract to the Contract regarding the replacement of goods.

23.2. In the case specified in this section of the General Terms and Conditions, the goods must be delivered at a price not higher than that specified in the offer.

24. Communication procedure and Language

24.1. The Contract shall be concluded in Lithuanian. If the Contract or any document forming part thereof is concluded in another language or translated into another language, the text of the Contract in Lithuanian shall be deemed authentic in all cases (in the event of any discrepancies, the text in Lithuanian shall prevail).

24.2. If a Party notifies the other Party of its new contact details, the other Party shall send all notifications and information sent under the Contract to the new contact details after receiving such notification. If a Party fails to notify the other Party of a change in its contact details or until the other Party receives such notification, the sending of a notification to the last known contact details of the Party shall be deemed proper.

24.3. If a notification is delivered in person or sent by post or courier, it shall be delivered against signature and shall be deemed to have been received on the date indicated in the confirmation of receipt.

24.4. If a notification is sent by e-mail, it shall be deemed to have been received by the other Party on the next business day.

24.5. If a notice is sent by several different means, it shall be deemed to have been received by the recipient when the first notice was received.

25. Claims and dispute resolution

25.1. Any disputes, Contracts or claims arising from or in connection with the Contract, its breach,

termination or validity shall first be resolved through negotiations between the Parties' managers or their authorized representatives.

25.2. If the Parties fail to resolve the dispute through negotiations, then such dispute, Contract or claim arising out of or in connection with this Contract or its breach, termination or invalidity shall be finally settled by the courts of the Republic of Lithuania in accordance with the procedure established by the laws of the Republic of Lithuania.

25.3. Any disputes that arise shall not constitute grounds for the Parties to refuse to perform their obligations under the Contract.



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_____, confirm the translation of these documents from Lithuanian to English and confirm that the translation is authentic to the original.

