

**TRIPARTITE SETTLEMENT CONTRACT**

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

Vilnius

**Name of the Contracting Entity:**

AB Amber Grid  
Laisvės Ave. 10, LT-04215 Vilnius  
Email: info@ambergrid.lt  
tel. 0 5 236 0855, fax (0 5) 236 0850  
SA LT71 7044 0600 0790 5969  
AB SEB Bank  
Company number 303090867  
VAT ID LT100007844014

the “Buyer”,

**Name of the Supplier:**

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Supplier”,

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

and

**Name of the Sub-supplier:**

Company number:

VAT ID:

Address:

Settlement account number(s) for making payments:

the “Sub-supplier”,

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

## Article 1. Subject Matter of the Contract

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

### Article 1.2. Settlement Procedure

1.3. No advance payment shall be made.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.3.3. In other cases.

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

2.4.1. Where the direct settlement method is discontinued;

2.4.2. Upon termination of the Sub-supply Contract;

2.4.3. Upon termination of the Purchase Contract.

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

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

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

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

## **Article 4. Final Provisions**

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

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

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

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

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

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

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

## FORM OF THE HANDOVER AND ACCEPTANCE STATEMENT OF THE TRIPARTITE SETTLEMENT CONTRACT

## HANDOVER AND ACCEPTANCE STATEMENT NO. \_\_\_\_\_

\_\_\_\_\_ (date)

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

All *[goods to be delivered]* *[works to be performed]* *[services to be rendered]* specified in the list of *[goods]* *[works]* *[services]* have been *[delivered]* *[performed]* *[rendered]*, and all the necessary documents (certificates, instructions for use and maintenance, etc.) have been provided.

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

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

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

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

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

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