



**AGREEMENT ON THE PURCHASE AND SALE OF SERVICES
GENERAL CONDITIONS OF THE AGREEMENT**

1. THE MAIN PROVISIONS

1.1. Definitions

In the Agreement, as well as in correspondence between the Parties to the Agreement, capitalized terms shall have the meanings specified below:

- a) Act** – Upon the Supplier providing the Services, the Parties shall sign a Service Transfer-Acceptance Act or other equivalent document, confirmed by the signatures of the Parties;
- b) Group** – a group of companies controlled by UAB “EPSO-G”, consisting of UAB “EPSO-G” and subsidiaries directly and indirectly controlled by UAB “EPSO-G”;
- c) Origin requirements** – Requirements set out in the procurement documents that apply to the Supplier, sub-suppliers or economic operators whose capacities are relied upon, or persons controlling them, also in relation to the origin of services.
- d) Supplier** – a party to the Agreement that provides the Services specified in the Agreement to the Buyer;
- e) Proposal** – the proposal submitted by the Supplier for the Procurement (the entirety of the documents submitted by the Supplier for the Procurement and their explanations);
- f) Services** – Services specified in the Agreement, which the Supplier undertakes to provide to the Buyer;
- g) Verification** – verification of the transaction (Agreement) and (or) verification of persons subject to verification, during which the employees of the Supplier (all economic entities constituting the Supplier) and (or) sub-suppliers must submit the documents and information necessary for such verification;
- h) Buyer** – the party to the Agreement that purchases the Services specified in the Agreement from the Supplier;
- i) Procurement** – Procurement of services, which resulted in the conclusion of the Agreement;
- j) Procurement documents** – all documents and data provided by the Buyer to potential suppliers during the Procurement, describing the Services being purchased and the conditions of the Procurement: the Procurement announcement, the conditions of the Procurement, the Technical Specification, the draft agreement, other documents related to the Procurement, explanations (clarifications) provided by the Buyer during the Procurement;
- k) Law on Procurement** - Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services.
- l) Initial Agreement value** - the value of the Agreement specified in the Special conditions (excluding VAT);
- m) Agreement** – an agreement concluded between the Buyer and the Supplier: The General Conditions and Special Conditions (together with all amendments, additions, agreements, and annexes) under which the Parties undertake to comply with the terms of the Agreement;
- n) Agreement price** – the final total amount payable to the Supplier under the Agreement, including all mandatory taxes and expenses;
- o) Consent** – written consent issued by the Buyer to work in operating natural gas transmission system facilities (equipment) and/or their protection zone;
- p) Parties** – the Buyer and the Supplier together, and a **Party** – the Buyer or the Supplier, each separately;
- r) Technical Specification** – Annex to the Procurement conditions and explanations provided by the Buyer during the Procurement (Clause 9 of the Special Conditions of the Agreement);
- s) Inspected persons** – Employees of the Supplier (all economic entities comprising the Supplier) and/or sub-suppliers who, due to their assigned functions or tasks, have been granted or are to be granted the right to access facilities or property controlled by the Buyer that are important for ensuring national security without an escort, and who must be checked in accordance with the criteria and procedure specified in the Law on the Protection of Objects of Importance to Ensuring National Security.

1.2. Subject matter of the Agreement

1.2.1. Under the Agreement, the Supplier undertakes to provide the Services specified in the Agreement, and the Buyer undertakes to pay for them in accordance with the procedure and terms specified in the Agreement.

1.3. Responsible persons

1.3.1. The Parties shall deal with matters relating to the performance of this Agreement through the responsible persons designated by the Parties in the Agreement. Communication between the Responsible persons shall take place via their contacts as specified in the Agreement.

1.3.2. The Parties hereby ensure that the responsible persons appointed by them will have all the necessary powers to execute the Agreement. Decisions taken by the Responsible persons contrary to the Agreement without a separate authorisation shall be null and void and shall not create any new rights or obligations for the Parties.

1.3.3. Either Party shall have the right to unilaterally replace the responsible person specified in the Agreement with another person by notifying the other Party in writing in advance and providing updated contact details specified in the Special Conditions of the Agreement.

1.4. Performance of the Agreement

1.4.1. The Supplier undertakes to perform the Agreement at its own risk, as carefully and efficiently as possible, in a manner that best serves the interests of the Buyer, in accordance with the best generally accepted professional and technical standards and practices, using all necessary skills and knowledge.

1.4.2. The Supplier shall be responsible for ensuring that throughout the entire term of the Agreement (including specialists and sub-suppliers whose capacities the Supplier relies on):

1.4.2.1. shall have the right to engage in the activities necessary for the performance of the Agreement; if the Supplier's qualification to engage in the relevant activities has not been verified or has not been verified in full, the Supplier undertakes that the procurement agreement will be performed only by persons having such a right;

1.4.2.2. meet the technical and professional capacity requirements and other requirements for supplier qualification set out in the Procurement documents and necessary for the proper performance of the Agreement;

1.4.2.3. there should be no grounds for exclusion if required by the Procurement documents;

1.4.2.4. comply with the obligations and parameters specified in the Proposal, including the values and parameters of the economic efficiency criteria;

1.4.2.5. ensure compliance with the established quality management system and/or environmental management system standards, if required by the Procurement documents;

1.4.2.6. comply with national security interests, if the Procurement documents provide for a Check carried out in accordance with the requirements of the Law on the Protection of Objects of Importance to Ensuring National Security;

1.4.2.7. comply with the requirements of Origin, if such were specified in the Procurement documents;

1.4.2.8. ensure that the Supplier is not subject to international sanctions implemented in the Republic of Lithuania, as defined in the Law on International Sanctions of the Republic of Lithuania.

1.4.3. The Buyer has the right to check and evaluate how the Services are provided. At the Buyer's request, the Supplier shall provide all information and documentation that may be necessary to demonstrate the progress of the Agreement, the results, and compliance with the requirements specified in the Agreement.

1.4.4. Each Party undertakes to respond to an enquiry from the other Party promptly, but no later than 3 (three) working days from the date of receipt of the enquiry, unless a later date is specified in the enquiry itself. The Parties may extend the deadline for responding if such an extension is objectively necessary, and the Party shall inform the other Party of this before the deadline specified in this clause, stating the reasons.

1.4.5. The Supplier undertakes to immediately, but in any case no later than within 2 (two) working days, notify the Buyer (and the relevant authorities, where required) of any incidents involving employee safety and health, hygiene, environmental protection, fire safety requirements that occurred during the provision of Services (when providing Services at the Buyer's facilities and/or territories).

1.4.6. If the Services are provided according to separate orders of the Buyer, such orders shall be submitted and confirmed in writing and/or by e-mail or, in urgent cases, by telephone, no later than on the next working day after such order has been confirmed in writing and/or by e-mail. Unless otherwise specified in the Technical Specification or Special Conditions of the Agreement, when placing orders, the Parties shall agree on the scope of the Services ordered, the terms and/or place of provision of the Services, and other necessary conditions. Orders will be deemed to be agreed when they are confirmed by both Parties. Orders may be amended and cancelled by mutual agreement between the representatives of the Parties. Order shall be deemed fulfilled when the Supplier provides the Buyer with all the Services specified therein and the Buyer confirms the provision of the relevant Services.

1.4.7. If the Supplier fails to provide the Services on time (including rectifying any defects identified during the transfer and acceptance of the Services, as set out in section 1.8 of the General Conditions of the Agreement), the Buyer shall charge the Supplier 0.02 (two hundredths) percent of the value of the overdue obligations, excluding VAT, and if it is not possible to determine their value, from the value of the Initial Agreement, for each day of delay until the date of performance of the obligation, unless otherwise provided in the Special Conditions of the Agreement. Failure to provide the Services on time means exceeding the deadline specified in the Agreement or the Buyer's order.

1.4.8. If the Services or part thereof are provided/goods are supplied at operating natural gas transmission system facilities (equipment) and/or in their protection zone, or are attributable to works/services for which Consent is mandatory in accordance with the Buyer's approved consent to work procedure:

1.4.8.1. prior to the commencement of the provision of the Services (the relevant part thereof for which the Consent is required), the Supplier (including sub-suppliers/employees) must obtain written Consent from the Buyer;

1.4.8.2. The Supplier undertakes to submit all documents necessary to obtain such Consent (list of documents to be submitted *here*);

1.4.8.3. The Consent issued by the Buyer shall be valid for the entire period of provision of the Services (or the relevant part thereof) at the specified objects and/or territories.

1.4.9. In cases where the Supplier breaches the requirements of the Agreement relating to national security interests and/or origin, but the breach does not result in the termination of the Agreement, the Supplier shall be obliged to rectify the breach (if and to the extent possible/proportionate) and, upon the Buyer's request, to pay a penalty of EUR 10,000 (ten thousand) per individual case of breach.

1.4.10. The Supplier shall be deemed to have committed a material breach of the Agreement if it becomes apparent that the Agreement with the Supplier is not in the interests of national security, the service or goods (including their components) (if applicable) does not comply with the Origin requirements, and such non-compliance cannot be remedied without violating the Agreement and the requirements of the applicable legislation, or, if remediation is possible, such remediation would take longer than 10 (ten) days. The Parties expressly agree that if the Supplier intentionally or fraudulently violates the requirements set forth in the Agreement regarding national security interests and/or Origin, such violation shall in all cases be considered a material breach of the Agreement.

1.5. Supplier and other persons engaged in the performance of the Agreement

1.5.1. The Supplier shall be responsible for ensuring that the Services are provided only by persons (specialists, sub-suppliers whose capacities are relied upon by the Supplier) who meet the requirements set out in the Procurement documents. The requirements apply to the extent specified in the Procurement documents (see clause 1.4.2 of the General Conditions of the Agreement).

1.5.2. If the Procurement documents specify specific qualification or other requirements for the persons performing the Agreement, or if the Supplier relied on their experience when submitting the Proposal, only the persons specified in the Proposal who meet those requirements may perform the Agreement. If, during the performance of the Agreement, the Supplier wishes to replace the person specified in the Proposal, it must submit a reasoned letter to the Buyer and obtain the Buyer's written consent. Changes are only possible for objective reasons (bankruptcy/liquidation or similar situation; termination of legal relations with the Supplier; illness, etc.). The newly appointed person must have qualifications and experience not lower than those specified in the Procurement documents and must meet other requirements specified in the Procurement documents (if such requirements are specified). In the event that, during the performance of the Agreement, the Buyer determines that the person performing the Agreement does not meet the requirements set forth

in the Procurement documents, the Supplier undertakes to replace the person who does not meet the requirements with a person who meets the requirements within 10 (ten) working days of such a request by the Buyer.

1.5.3. Before concluding the Agreement, the Supplier undertakes to inform the Buyer of the names, contact details, and representatives of all sub-suppliers known to it, if the Supplier uses such sub-suppliers and if they were not specified in the Proposal. The Supplier undertakes to inform the Buyer of any changes to this information throughout the term of the Agreement, as well as of any new sub-suppliers that it intends to engage at a later date.

1.5.4. If the nature of the Agreement allows, the Special Conditions of the Agreement shall specify the possibility of direct settlement with sub-suppliers. If the sub-supplier expresses a desire to use the direct settlement option, a tripartite agreement is concluded between the Buyer, the Supplier, and the sub-supplier. If the Special Conditions of the Agreement do not provide for such a possibility, the nature of the Agreement shall be deemed not to allow for direct settlement with sub-suppliers.

1.5.5. If the Proposal was submitted by a group of suppliers operating under a joint venture agreement, and there is a justified need to replace the joint venture partners with others, such replacement is possible if:

1.5.5.1. a request has been received from the remaining joint venture partner to change the joint venture partner and confirmation from the withdrawing joint venture partner of its intention to withdraw from the joint venture agreement and transfer all obligations under the joint venture agreement to the new and and/or remaining joint activity partner;

1.5.5.2. written consent has been obtained from the new and/or remaining joint venture partners to replace the withdrawing joint venture partner and to assume all obligations of the withdrawing joint venture partner under the Agreement;

1.5.5.3. the new and/or remaining joint venture partners (together) have qualifications and experience not lower than those specified in the Procurement documents and meet other requirements set out in the Procurement documents (if such requirements are specified);

1.5.5.4. a copy of the new joint venture agreement or amendment to the existing joint venture agreement with the relevant changes that comply with the requirements set out in the Procurement documents and applicable to the joint venture agreement has been received.

1.6. Quality requirements for the Services

1.6.1. The Supplier guarantees that at the time of delivery and acceptance of the Services (their results) or any part thereof, the Services will meet the requirements set forth in the Agreement, will be provided in a high-quality manner, without errors that would eliminate or reduce the value of the Services or the suitability of their results for normal use.

1.6.2. If the quality conditions are not specified in the Agreement, the quality of the Services provided by the Supplier must meet the requirements normally applicable to services of this type.

1.7. Suspension

1.7.1. The parties shall have the right to suspend the performance of their obligations under the Agreement in the cases and in accordance with the procedure established by the Civil Code of the Republic of Lithuania.

1.8. Provision of services

1.8.1. The Services (or part thereof) shall be accepted by the Parties signing the Act prepared and submitted to the Buyer by the Supplier. One copy of the Act signed by the Parties shall be handed over to the Buyer. If significant deficiencies are identified during the acceptance of the Services (or part thereof), the Buyer shall return the Act with the significant deficiencies specified therein to the Supplier and exercise the rights set forth in clause 1.8.3 of this chapter. If minor deficiencies are identified, they shall be indicated in the Act, setting a deadline (or deadlines) for their elimination, and the Act shall be confirmed by the signatures of the Parties. This signed Act is the basis for issuing an invoice and receiving payment.

1.8.2. Acceptance of the Services shall not be deemed to constitute the Buyer's unconditional confirmation that the Services comply with the requirements of the Agreement and shall not preclude the Buyer's right to subsequently demand the removal of defects if such defects could not reasonably have been detected at the time of delivery and acceptance. The Buyer shall have the right to request the Supplier to remedy any identified defects within 1 (one) year after acceptance of the Services.

1.8.3. Upon discovering defects, the Buyer shall have the right, at its discretion, to demand that the Supplier:

- 1.8.3.1. remedy the defects free of charge within a reasonable period specified by the Buyer;
- 1.8.3.2. reimburse the costs of assessing and remedying the defects if the Buyer remedies the defects himself or with the help of third parties.
- 1.8.4. The Supplier undertakes to immediately eliminate all defects and inform the Buyer of all circumstances that have or may have an impact on the proper performance of the Agreement. The deadline for remedying defects does not constitute grounds for extending the deadline for the provision of services and does not deprive the Buyer of the right to hold the Supplier liable for late performance of the Agreement. After all deficiencies have been corrected, the procedure for the transfer and acceptance of Services (or part thereof) specified in clause 1.8.1 of this chapter shall be performed. This clause shall apply if the Buyer exercises the right set forth in clause 1.8.3.1 of the General Conditions of the Agreement.

2. PRICE AND PAYMENT

2.1. Agreement price, price (rate) recalculation, change

2.1.1. The price of the Agreement includes all taxes and all expenses related to the performance of the Agreement, unless the Agreement expressly states that certain expenses will be paid (compensated) to the Supplier separately.

2.1.2. The parties agree that VAT shall be calculated in accordance with the legislation in force at the time of issuing the invoice.

2.1.3. If the Special Conditions of the Agreement stipulate that price (rate) recalculation is applicable, either party to the Agreement shall have the right, during the term of the Agreement, to initiate recalculation of the price (rates) specified in the Agreement at the frequency specified in the Special Conditions of the Agreement. In performing the recalculation, the Parties shall be guided by the [data in the Indicators database](#), made publicly available on the Official Statistics Portal of the Lithuanian Statistics Department, without requiring the other Party to submit an official document or confirmation issued by the Lithuanian Statistics Department or any other authority. In the event that more than 6 (six) months have passed between the submission of the (final) proposal and the date of the possible conclusion of the Agreement, the prices (rates) specified in the Agreement may be recalculated on the date of conclusion of the Agreement. Any other recalculation of prices (rates) specified in the Agreement may be performed no earlier and no more frequently than specified in the Special Conditions of the Agreement.

2.1.4. The revised price(s) shall apply to orders placed after the Parties enter into an agreement on the revision of the price(s). The Agreement price/rates shall be reviewed only for that part of the Agreement that has not been redeemed, i.e. for Services that have not been accepted and paid for. If the provision of Services is delayed due to the Supplier's fault, the price/rates for the delayed Services shall not be recalculated due to price increases (cannot be increased). The new price(s) are calculated according to the following formula:

$$a_1 = a + \left(\frac{k}{100} \times a \div 2 \right), \text{ where}$$

a – rate (EUR excluding VAT) (if it has already been recalculated, then after the last recalculation),

a_1 – recalculated (changed) rate (EUR excluding VAT),

k – the change (increase or decrease) in the prices of consumer goods and services, calculated as a percentage based on the consumer price index (specified in the Special Conditions of the Agreement).

2.1.5. The value of “ k ” is calculated using the formula:

$$k = \frac{Ind_{naujausias}}{Ind_{pradžia}} \times 100 - 100, (\%) \text{ where:}$$

$ind_{naujausias}$ – the latest published index of consumer goods and services as at the date of sending the price recalculation request to the other party;

$Ind_{pradžia}$ – the index of consumer goods and services (specified in the Special Conditions of the Agreement) for the start date (month) of the period. In the case of the first recalculation, the start of the period (month) is Date of conclusion of

the Agreement. In the case of the second and subsequent recalculations, the start of the period (month) shall be the month of the published value of the relevant index at the time of the last recalculation.

2.1.6. Values of the indexes are taken to four decimal places for the calculations. The calculated change (k) shall be used for further calculations to one decimal place and the calculated rate “a” shall be rounded to two decimal places.

2.1.7. A subsequent recalculation of the price or rates may not cover a period for which a recalculation has already been made.

2.2. Payment

2.2.1. The electronic invoice (including the advance electronic invoice, if applicable) and payment-related documents shall be submitted by means chosen by the Supplier: The Supplier may provide an electronic invoice that complies with the requirements of EU Directive 2014/55 or provide an electronic invoice in another format using the SABIS information system administered by the State Enterprise “Centre of Registers”.

2.2.2. Invoice issue date:

2.2.2.1. In the case of monthly payments, the invoice for the previous month must be submitted no later than the 2nd working day of the current month.

2.2.2.2. In cases where purchases are made on the basis of individual orders, in parts, or when purchasing one-off Services, the invoice must be submitted no later than within 2 (two) working days from the date of signing the Service Act.

2.2.2.3. Special Conditions of the Agreement may provide for other conditions for issuing invoices.

2.2.3. The Buyer shall pay the invoice submitted in accordance with the procedure set forth in the Agreement within the time limit specified in the Special Conditions of the Agreement. If the Buyer fails to make payment on time, when the invoice has been submitted in accordance with the procedure set out in clause 0 of the General Conditions of the Agreement and the right to withhold payments enshrined in the Agreement does not apply, the Supplier shall charge the Buyer interest on arrears at a rate of 0.02 (two hundredths) percent of the amount not paid on time for each day of delay.

2.2.4. The Buyer shall have the right to withhold payments due to the Supplier under the Agreement if any defects in the Services are identified or other contractual obligations are not fulfilled. The Buyer shall be entitled to exercise the right of retention referred to in this clause only to the extent necessary to ensure the fulfilment of reasonable demands.

2.2.5. The amount of penalties (fines and late payment interest) calculated will be deducted from the amount payable indicated in the invoice submitted by the Supplier. The Buyer shall have the right to deduct compensation for losses incurred or to be incurred at any time from any amounts payable to the Supplier under the Agreement, by notifying the Supplier in writing and obtaining its confirmation of the amount of losses incurred by the Buyer or part thereof. In the absence of amounts payable to the Supplier under the Agreement (or if they are insufficient), the Supplier shall pay penalties/compensation for losses within 30 (thirty) days from the date of receipt of the Buyer's notification of the amounts payable, unless otherwise provided in the Special Conditions of the Agreement. The Buyer shall have the right to use the Agreement performance guarantee provided by the Supplier (if any).

2.2.6. If the Supplier's remuneration for the services provided is recognized under the laws of the Republic of Lithuania as income received by the Supplier through a permanent establishment, the source of which is in the Republic of Lithuania, the Buyer shall deduct income tax at source from the amount paid to the Supplier.

3. LIABILITY

3.1. Damages and penalties

3.1.1. The penalties (fines and interest) provided for in the Agreement shall be recognized as the minimum losses predetermined by the Parties due to the other Party's breach of the relevant provision of the Agreement, the amount of which the affected Party does not need to prove. The payment of liquidated damages shall not preclude the injured Party from claiming compensation for losses not covered by the liquidated damages and shall not relieve the paying Party from the performance of its contractual obligations.

3.1.2. In the event of non-performance or improper performance of contractual obligations by the parties, penalties specified in the General and/or Special Conditions of the Agreement shall apply.

3.1.3. Penalties shall be paid and losses compensated in accordance with the procedure set out in chapter 2.2 of the General Conditions of the Agreement.

3.2. Limitation of Liability

3.2.1. Under the Agreement, the Parties shall only be liable for direct damages suffered by the other Party and shall not be liable for indirect damages, including damages for loss of profits, loss of savings or loss of business opportunity.

3.2.2. All direct losses shall be limited to the amount of the Initial Agreement value, but not less than EUR 3,000 (three thousand) (if the Initial Agreement value does not exceed EUR 3,000 (three thousand)).

3.2.3. The total amount of penalties imposed on the Party under the Agreement shall be limited to 20 (twenty) percent of the value of the Initial Agreement; if the Initial Agreement value does not exceed EUR 3,000 (three thousand), the amount shall not exceed EUR 1,500 (one thousand five hundred).

3.2.4. The limitations of liability set forth in this Agreement shall not apply to damages caused intentionally or through gross negligence. The limitation of liability specified in the Agreement shall not apply if the damage was caused by a breach of confidentiality obligations, personal data protection or intellectual property rights.

3.3. Exemption from liability

3.3.1. A party shall not be held liable for any failure to perform its obligations under the Agreement if it proves that such failure was due to circumstances beyond its control, which it could not reasonably have foreseen at the time of conclusion of the Agreement, could not prevent the occurrence of these circumstances or their consequences, and did not assume the risk of such circumstances occurring (hereinafter - Force majeure circumstances).

3.3.2. The parties understand force majeure circumstances as regulated by Article 6.212 of the Civil Code of the Republic of Lithuania and Resolution No. 840 of the Government of the Republic of Lithuania of 15 July 1996 "On exemption from liability in cases of force majeure circumstances."

3.3.3. The Party shall not be exempt from liability if its failure to perform its obligations was influenced by its own actions, those of its sub-suppliers, entities directly or indirectly controlling or controlled by that Party, as well as their employees (including strikes), decisions, actions, or inaction of its management bodies or their members.

3.3.4. The Party shall immediately, but no later than within 5 (five) business days of their occurrence or discovery, notify the other Party of Force majeure circumstances and their impact on the performance of the Agreement and the terms thereof, providing evidence of the existence of such circumstances. Failure to notify in time will be deemed not to have affected the performance of the Agreement until the notification has been sent.

3.3.5. In the event of Force majeure circumstances, the Party shall take all reasonable measures to minimize possible damage and ensure that it has as little impact as possible on the terms of the Agreement.

3.3.6. The grounds for exempting the Party from liability arise only during the period of existence of the aforementioned circumstances, and once they are eliminated, the Party must immediately resume the performance of its contractual obligations.

3.3.7. At the Supplier's reasoned request, penalties (or part thereof) shall not apply in cases where the delay in fulfilling the obligation(s) was caused by circumstances beyond the Supplier's control and/or not under its control.

3.4. Ensuring performance of the Agreement

3.4.1. The Buyer shall have the right to demand that the Supplier provide a bank guarantee or a letter of guarantee from an insurance company to ensure proper performance of the Agreement. Performance security (if required) must comply with the conditions set out in the Special Conditions of the Agreement and be submitted in accordance with the procedure set out therein.

4. AGREEMENT

4.1. Validity of the Agreement

4.1.1. The Agreement shall enter into force upon signature by the last signatory (and, where additional conditions for entry into force are provided for in the Special Conditions of the Agreement, from the moment these conditions are

fulfilled) and shall remain in force until the Parties have fulfilled all their contractual obligations or until the date of termination (or invalidation) of the Agreement. Responsibility, confidentiality, data protection, intellectual property, notification, language, dispute resolution, and other terms that by their nature should survive performance or termination (or invalidity) of the Agreement shall survive performance or termination (or invalidity) of the Agreement.

4.1.2. If any provision of the Agreement is or becomes invalid, in whole or in part, by reason of its conflict with applicable law or for any other reason, the remaining provisions of the Agreement shall continue in full force and effect. In such a case, the Parties will negotiate in good faith and seek to replace the invalid clause with another legal and valid clause which, as far as possible, achieves the same legal and economic result as the clause of the Agreement to be so replaced.

4.1.3. If the Special Conditions of the Agreement provide for the possibility of extending the Agreement and all conditions related to the extension of the Agreement are met, the Agreement shall be automatically extended for the minimum term provided for, unless either Party gives notice of termination of the Agreement no later than 30 (thirty) days before the expiry of the Agreement.

4.2. Amending the Agreement

4.2.1. The Agreement may be amended by written agreement of the Parties, under the terms and conditions set forth in the Agreement. The Agreement may also be amended in cases not specified therein, provided that such amendments do not conflict with the provisions of Article 97 of the Law on Public Procurement.

4.2.2. The term of service provision may be extended under the following circumstances:

4.2.2.1. unfavourable weather conditions that make it impossible to provide the Services or part thereof – heavy rain, floods, thick fog, squalls, heavy snow, blizzards, etc. This option applies only to that part of the Services whose quality and/or provision depends on natural conditions;

4.2.2.2. The Buyer's actions or inaction that prevent the Supplier from properly and timely performing its obligations under the Agreement, including the Buyer's delay in appointing specialists responsible for the performance of the obligations provided for in the Agreement, failure to perform or improper performance of other obligations assumed by the Buyer under the Agreement;

4.2.2.3. failure to perform any function assigned to a state or municipal authority, body or organisation or other entity by law within a specified (or reasonable) time;

4.2.2.4. prolonged procurement procedures, due to which it became impossible or excessively difficult to commence and/or complete the provision of Services within the specified time limit;

4.2.2.5. delays, obstacles, or disruptions arise that are beyond the Supplier's control and are caused by and attributable to third parties (e.g., improper performance of another agreement of the Buyer, the performance of which has a direct impact on the Agreement performed by the Supplier);

4.2.2.6. other cases specified in the Special Conditions of the Agreement (if any).

4.2.3. The deadline for fulfilling contractual obligations due to the circumstances specified in clause 4.2.2 of the General Conditions of the Agreement may be extended for a period not exceeding the duration of the specific circumstances. In all cases, the Supplier must strive to minimize the impact of the circumstances and, in the request to extend the term of service provision, must justify the existence of the relevant conditions and their impact on the terms of service provision (or part thereof), as well as the fact that these conditions arose due to reasons beyond the Supplier's control and not attributable to it. The Parties shall conclude a written agreement on the extension of the term of service provision, which shall become an integral part of the Agreement.

4.3. Termination of the Agreement

4.3.1. The Agreement may be terminated in the cases specified in Article 98 of the Law on Public Procurement and in the Agreement, including the possibility of terminating the Agreement by mutual agreement of the Parties.

4.3.2. Both Parties shall have the right to unilaterally terminate the Agreement by giving the other Party at least 10 (ten) days' written notice if:

4.3.2.1. bankruptcy, restructuring, or liquidation proceedings are initiated against the other Party, it becomes insolvent or suspends its economic activity, or a similar situation arises in accordance with the procedure provided for in other legal acts;

4.3.2.2. The performance of the Agreement is suspended for more than 120 (one hundred and twenty) days due to Force majeure circumstances;

4.3.2. 3. the amount of penalties payable to the other Party exceeds 20 (twenty) percent of the value of the Initial Agreement; in the event that the value of the Initial Agreement does not exceed EUR 3,000 (three thousand), EUR 1,500 (one thousand five hundred).

4.3.2.4. the other Party, through its own fault, is unable and/or refuses to perform its obligations under the Agreement or any part thereof, regardless of the value of such part;

4.3.2.5. At the request of one Party, the other Party shall not provide evidence refuting the circumstances that may lead to the termination of this Agreement;

4.3.2.6. the other Party violates the provisions of the Agreement governing the protection of personal data, intellectual property, or the management of confidential information;

4.3.3. The Buyer shall have the right to unilaterally terminate the Agreement by notifying the Supplier at least 10 (ten) days in advance:

4.3.3.1. if the Supplier transfers the rights and obligations arising from the Agreement to third parties without the Buyer's written consent;

4.3.3.2. if the Supplier fails to ensure compliance with the requirements set forth in clause 1.4.2 of the General Conditions of the Agreement;

4.3.3.3. if the Supplier commits a material breach of the Agreement;

4.3.3.4. if the Buyer receives an instruction/recommendation from the institutions involved in the management of procurements to terminate the Agreement;

4.3.3.5. if it becomes apparent that other transactions concluded or intended to be concluded with the Supplier are not in line with national security interests;

4.3.3.6. if gross violations of the Partners' Code of Ethics are identified and, at the Buyer's request, the Supplier fails to remedy the violation.

4.3.4. The Parties also have the right to terminate the Agreement in other cases specified in the General Conditions and Special Conditions of the Agreement, as well as in Articles 6.217 and 6.721 of the Civil Code of the Republic of Lithuania;

4.3.5. In cases where the Party remedies the breach or the circumstances that led to the initiation of the termination procedure cease to exist, the Agreement may not be terminated and the notice of termination shall become invalid if the Party that remedied the breach informs the other Party thereof.

4.3.6. If the Agreement is terminated due to the Supplier's fault, the Supplier shall not be entitled to any compensation for losses incurred, except for the remuneration due to it for the Services purchased (accepted) by the Buyer.

4.4. Interpretation of the Agreement

4.4.1. The Agreement shall be governed by and construed in accordance with the laws of the Republic of Lithuania.

4.4.2. In the Agreement, where the context requires it, words in the singular can have a plural meaning, and vice versa.

4.4.3. The headings of the chapters of the Agreement are for ease of reading only and cannot be used directly for the interpretation of the Agreement.

4.4.4. For the purposes of the interpretation and application of the Agreement, the following order of precedence of the documents of the Agreement shall apply:

4.4.4.1. Technical specifications (including clarifications and amendments, if any);

4.4.4.2. Special Conditions of the Agreement;

4.4.4.3. General Conditions of the Agreement;

4.4.4.4. Procurement documents (including clarifications and corrections, if any) (except for the Technical Specification);

4.4.4.5. Proposal.

4.4.5. The time limits referred to in the Agreement shall be calculated in calendar days, months and years, unless otherwise specified in the Agreement.

4.4.6. The working days referred to in the Agreement shall be understood as any day from Monday to Friday, excluding public holidays specified in the Labour Code of the Republic of Lithuania. If the time limit specified in the Agreement expires on a non-working day, the time limit shall be postponed to the first working day following that day. Working hours shall be understood as the hours of the working day as published on the Buyer's website.

5. FINAL PROVISIONS

5.1. Declarations and guarantees

5.1.1. By signing the Agreement, both Parties declare and guarantee that:

5.1.1.1. they are solvent and financially capable of performing the Agreement, their activities are not restricted, no restructuring or liquidation proceedings have been or are expected to be initiated against them, they have not suspended or restricted their activities, and no bankruptcy proceedings have been initiated against them;

5.1.1.2. have all the permits, decisions, consents, and approvals necessary to enter into this Agreement and to fully and properly perform the obligations assumed under this Agreement, and can provide them within a reasonable time period set by the Buyer.

5.1.2. By signing the Agreement, the Supplier also declares and guarantees that:

5.1.2.1. has fully familiarized itself with all information and documentation related to the subject matter and object of the Agreement necessary for the performance of the obligations assumed under the Agreement, and that this documentation and the information contained therein are sufficient and complete for the Supplier to ensure the proper and full performance of all obligations assumed under the Agreement and their quality. The Supplier confirms that it has reviewed the documents specified in the Agreement and provided to it in advance, understood and verified them, and ascertained that, to the best of the Supplier's knowledge, they do not contain any errors or other deficiencies that would prevent the Supplier from fulfilling its obligations properly and in a timely manner;

5.1.2.2. it has all the technical, intellectual, physical, organizational, financial, and any other capabilities and characteristics necessary and enabling it to properly perform the terms of the Agreement.

5.1.2.3. is familiar with and undertakes to comply with the provisions of the [Partners' Code of Ethics](#) of UAB "EPSO-G" Group of Companies, which establish lawful, sustainable, and fair business practices, including mandatory standards of environmental protection, human rights, labour standards, and business ethics. The Supplier must ensure that the requirements of this clause are complied with by both the Supplier and the employees of third parties engaged by the Supplier for the performance of the Agreement, members of management and supervisory bodies, and other representatives.

5.1.2.4. immediately inform the Buyer of any circumstances arising during the term of the Agreement that may be considered to violate the requirements and standards of conduct set forth in the Partners' Code of Ethics and, at the Buyer's request, provide all information related to the occurrence of such circumstances, the elimination of the consequences and the implementation of preventive measures.

5.2. Intellectual property

5.2.1. All results and related rights acquired in the performance of the Agreement, including intellectual property rights, except for personal non-property rights to the results of intellectual activity, are the property of the Buyer, which shall pass to the Buyer from the moment of transfer and acceptance of the Services without any restrictions, which the Buyer may use, publish, transfer or assign to third parties without the separate consent of the Supplier, unless otherwise provided in the Special Conditions of the Agreement or intellectual property rights cannot be transferred by ownership due to the nature of the Services and/or exclusive rights, patents, etc.

5.2.2. In order to ensure proper implementation of the provisions of this section, the Supplier undertakes to conclude the necessary agreements with its designated employees, sub-suppliers, and any third parties. The Supplier also undertakes to protect the Buyer from any third-party claims regarding the use of intellectual property objects when the Buyer uses these objects without violating the terms of the Agreement.

5.3. Confidentiality and protection of personal data

5.3.1. If, in performing the Agreement, a Party receives information from the other Party that constitutes a trade secret or other confidential information, it shall not disclose such information to third parties without the consent of the other Party.

5.3.2. Confidential information does not include information that:

5.3.2.1. is or was publicly available at the time of its submission;

- 5.3.2.2. is obtained from a third party to whom the Buyer does not apply any restrictions on its disclosure;
- 5.3.2.3. cannot be considered confidential under applicable legal requirements;
- 5.3.2.4. is designated in writing by the other Party as non-confidential.
- 5.3.3. If the Supplier has any doubts as to whether the information is confidential, the Supplier shall treat such information as confidential.
- 5.3.4. Each Party acknowledges and confirms that the personal data referred to in the Agreement will be processed solely for the purposes related to the performance of the Agreement and in accordance with strict obligations of confidentiality and personal data protection. The requirements for the processing of personal data, the rights of data subjects and the obligations of data controllers are governed by 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).
- 5.3.5. Where applicable and at the Buyer's request, the Supplier shall sign a Confidentiality Agreement (Clause 9 of the Special Conditions of the Agreement) and/or a Personal Data Processing Agreement (Clause 9 of the Special Conditions of the Agreement) prepared in accordance with the standard forms provided by the Buyer, and if the Supplier refuses to do so, the Supplier will not be allowed to provide the relevant part of the Services and will be liable for all the consequences of the untimely provision of the Services as provided for in the Agreement.
- 5.3.6. Failure to comply with confidentiality and/or personal data protection obligations shall constitute a material breach of the Agreement.

5.4. Language

- 5.4.1. If the Agreement is concluded in Lithuanian and a foreign language(s), and the Lithuanian and foreign language(s) versions do not match, the Lithuanian text shall prevail.
- 5.4.2. In the performance of the Agreement, communication and correspondence between the Parties shall be conducted in the Lithuanian language, unless the Parties agree otherwise. In cases where the Supplier's registered office (or place of residence) is not located in the Republic of Lithuania, correspondence may be conducted in English or another language agreed upon by both Parties.
- 5.4.3. All documentation provided by the Supplier must be prepared in Lithuanian, unless specified otherwise in the Agreement or agreed otherwise in writing by the Parties.

5.5. Notices

- 5.5.1. All notices required to be given under this Agreement or under applicable law shall be served on a Party to the Agreement either by hand or by registered letter or electronic mail to the addresses specified in the Agreement. Notices shall be deemed to have been duly served 5 (five) working days after the date of dispatch of the registered letter to the other Party at the address specified in the Agreement. Notices sent by e-mail after working hours shall be deemed to have been received on the working day following the day of dispatch.
- 5.5.2. A Party must notify the other Party in writing in advance of any change in its details. All notices/documents sent by one Party to the other Party prior to its receipt of notification of the latter's change of address shall be deemed to have been duly served on that Party.
- 5.5.3. Notices, requests, demands, invoices, deeds and correspondence sent by the Parties shall indicate the Agreement number and date.

5.6. Dispute resolution

- 5.6.1. Any dispute, controversy or claim arising out of or relating to this Agreement, its breach, termination or validity shall be settled by negotiation between the Parties.
- 5.6.2. If the Parties are unable to resolve any dispute, disagreement or claim by negotiation, it shall be settled in the courts of the Republic of Lithuania according to the location of the Buyer's registered office.

5.7. Transfer of rights

5.7.1. The Buyer shall have the right to transfer its rights and/or obligations arising from the Agreement to a third party without the separate consent of the Supplier. The Supplier shall be notified in writing of any transfer of rights and/or obligations to a third party.

5.7.2. The Supplier shall not be entitled to transfer its rights and/or obligations under the Agreement to third parties without the written consent of the Buyer. If the Supplier fails to comply with this requirement, the Supplier and the third party that has assumed the rights and obligations shall be jointly and severally liable to the Buyer.

5.8. Waiving the rights

5.8.1. Failure by the Parties to exercise their rights under the Agreement shall not constitute a waiver of those rights, unless a Party waives those rights by written notice.