
SERVICE AND GOODS CONTRACT

THE GENERAL PART

1. TERMINOLOGY USED IN THE CONTRACT

- 1.1. **Certificate** shall mean the transfer and acceptance certificate for the Services, Goods and/or Work or another equivalent document signed by the Parties after the Provider renders Services, delivers Goods or performs Work, which shall be authenticated by the signatures of the Parties or accepted by the Buyer (as specified in the Contract). Signing or accepting another equivalent document (as specified in the SP of the Contract) shall be considered the same as signing a Certificate. Certificate must be signed by the authorised persons of both Parties unless the SP of the Contract provides otherwise.
- 1.2. **Working Day** shall mean a working day in the Republic of Lithuania, unless otherwise provided for in the documents of this Contract.
- 1.3. **Day** shall mean a calendar day, unless otherwise provided for in the documents of this Contract.
- 1.4. **Company** shall mean a company of AB "Ignitis grupė" group of companies that is directly or indirectly controlled by AB "Ignitis grupė".
- 1.5. **Rate** shall mean the rates specified in the SP of the Contract (if any) the Buyer shall pay for the Services rendered and the Goods supplied, including all costs and taxes.
- 1.6. **Buyer** shall mean the legal entity referred to in the SP of the Contract that procures the Services and Goods referred to in the SP of the Contract.
- 1.7. **Year** shall mean a period of 365 days, starting from the day of entry into force of this Contract, unless otherwise provided for in this Contract.
- 1.8. **Methodology** shall mean the Methodology for Establishing Pricing Rules approved by the Director of the Public Procurement Office.
- 1.9. **Mobilisation Entity** shall mean an economic entity with which a Contract has been concluded and which is included in the mobilisation plan of the civil mobilisation authority.
- 1.10. **Mobilisation Order Contract** shall mean a contract specified in the mobilisation plan of the civil mobilisation authority for the procurement of goods, services or work necessary for the implementation of the actions and measures provided for in the plan.
- 1.11. **Tender** shall mean the set of documents submitted by the Provider while the Contracting Entity was carrying out the Procurement Procedures.
- 1.12. **Services** shall mean the Services specified in the SP of the Contract rendered in accordance with the procedure and terms provided for in the Contract.
- 1.13. **Procurement** shall mean the public procurement carried out by the Procuring Entity for the benefit of the Buyer with the intention to conclude a Contract.
- 1.14. **Procurement Conditions** shall mean the set of documents submitted during the Procurement Procedures carried out by the Procuring Entity, including all explanations and revisions of the Procurement Conditions, if any, which the Provider followed to submit its Tender.
- 1.15. **Procuring Entity** shall mean UAB "Ignitis grupės paslaugų centras" (company code 303200016), an entity appointed in accordance with the procedure set out in the Legislation, which organises and carries out Procurement Procedures on behalf and in the interests of the Buyer pursuant to the LPP or the LP.
- 1.16. **LP** shall mean the Law of the Republic of Lithuania on Public Procurement Conducted by the Contracting Entities Operating in the Water, Energy, Transport and Postal Service Sectors.
- 1.17. **Initial Contract Value** shall mean a contract value specified in the initial Contract (SP of the Contract).
- 1.18. **Notice** shall mean the notices, enquiries, claims sent by the Parties to each other and other information sent to the Provider, which shall be deemed to be duly sent and received on the date of dispatch thereof, provided the notices have been sent to the Provider's email provided in the SP of the Contract, the email of the persons responsible for the Contract provided in the SP of the Contract or using any other method provided for in the Contract. If a notice is sent by registered mail, it shall be deemed to have been duly sent and received 5 Working Days after dispatch.
- 1.19. **Goods** shall mean movable items specified in the SP of the Contract, which are sold by the Provider and purchased by the Buyer.
- 1.20. **In writing** shall mean sending any Notice, enquiry, claim, Order or other information by email or an information technology application, registered mail, via the means of the Central Public Procurement Information System or by serving it directly to the interested party, at the contact details provided by the Party in the SP of the Contract or by other means of communication agreed on between the Parties.

- 1.21. **Invoice** shall mean an invoice, VAT invoice or other payment document issued by the Provider and presented to the Buyer for payment for the Goods and/or Services supplied by the Provider and accepted by the Buyer.
- 1.22. **Subcontractor** shall mean a legal entity or a natural person who is engaged for the performance of the Contract or any lot thereof under a valid bilateral transaction with the Provider.
- 1.23. **Related Work** shall mean the work related to supplying Goods and/or rendering Services, which are specified in the SP of the Contract / Technical Specifications or which were not specified in the SP of the Contract / Technical Specifications, but without which the Buyer would not be able to use the results of the Goods and/or Services, or the Buyer would incur additional costs as a result.
- 1.24. **GP of the Contract** shall mean this document, which is an integral and inseparable part of the Contract and which sets forth the standard provisions of the Contract as well as standard rights, obligations and liabilities of the Buyer and the Provider.
- 1.25. **Effective Date of the Contract** shall mean the date of entry into force of the Contract specified in the SP of the Contract.
- 1.26. **Contract Price** shall mean the maximum amount indicated in the SP of the Contract, which may not be exceeded, except for cases where recalculation is provided for in the Contract.
- 1.27. **SP of the Contract** shall mean the special part of the Contract, which details the object of the Contract, the scope of the Services and Goods, the price and rates (if any), the procedure for reviewing prices/rates, terms for rendering Services, delivering Goods and any other terms and conditions agreed by the Parties.
- 1.28. **Contract** shall mean this Contract, which consists of the documents listed in clause 2.1 of the GP of the Contract.
- 1.29. **Party** shall mean the Buyer or the Provider individually. **Parties** shall mean the Buyer and the Provider collectively.
- 1.30. **Technical Specifications** shall mean a document which sets out technical, quality and other requirements for the Services and Goods.
- 1.31. **Provider** shall mean an entity or a group of entities specified in the SP of this Contract that provides the Services and supplies the Goods specified in the Contract.
- 1.32. **Legislation** shall mean the legislation of the Republic of Lithuania and international treaties, the European Union legislation or decrees of public authorities in any Third Party of individual or regulatory nature that, regardless of their legal power and/or jurisdiction, are binding on either Party and/or affect the performance of the Contract, including the Buyer's internal legislation, which the Provider has been introduced to.
- 1.33. **Third Party** shall mean any other natural person or legal entity which is not a Party to this Contract.
- 1.34. **TRIR Event** shall mean a fatal, serious, minor accident or incident at work which has caused damage to the health of an employee of the Provider, excluding accidents during commute and non-work-related health problems. TRIR events shall include cases, where the fatal accident of the employee occurred when performing work functions; the injury was sustained when performing work functions and because of it the employee was issued a certificate of incapacity for work, the employee was transferred to another workplace or work restrictions were applied on him/her; the worker has lost consciousness (as a result of the work functions, but not as a result of the person's pre-existing medical condition identified by the healthcare institution beforehand); the employee has been diagnosed with an acute occupational disease; due to the injury, the employee needs qualified medical assistance in a health care facility. TRIR events shall not include injuries for which first medical aid was administered by a person other than a healthcare worker or injuries that occurred in the work environment but are not directly related to the job functions. The Buyer shall decide whether the relevant event is considered as a TRIR event after evaluating the information received from the Provider.
- 1.35. **TRIR Indicator** shall mean an occupational health and safety indicator that shows TRIR (Total Recordable Injury Rate).
- 1.36. **Deficiencies** shall mean quality non-conformities of Goods and/or Services with the requirements of the Contract, including but not limited to the Procurement Conditions, which are defined in this Contract and in the Legislation and which are subject to the provisions of the Legislation.
- 1.37. **Order** shall mean an order submitted by the Buyer to the Provider in writing regarding the rendering of the Services and/or supplying of the Goods (provided that the submission of the Order is specified in the Technical Specifications).
- 1.38. **Economic Entity** shall mean a legal entity or a natural person whose capacities the Provider relies on to meet the qualification requirements specified in the Procurement Conditions (Art. 49 of the LPP/ Art. 62 of the LP). In case the Provider relies only on the resources of another Economic Entity (e.g., equipment that was specified as mandatory in the Procurement Conditions), such Economic Entities shall be referred to in the Contract as **Third Persons**.
- 1.39. **LPP** shall mean the Law on Public Procurement of the Republic of Lithuania.

2. STRUCTURE AND INTERPRETATION OF THE CONTRACT

- 2.1. This Contract is an integral and indivisible document, which consists all of the following documents in the order of priority:
 - 2.1.1. Technical Specifications, including any annexes thereto;
 - 2.1.2. SP of the Contract, including any annexes thereto;
 - 2.1.3. GP of the Contract;
 - 2.1.4. Procurement Conditions with annexes (excluding Technical Specifications);
 - 2.1.5. Final Tender of the Provider;
 - 2.1.6. Minutes of the dialogue/negotiations between the Parties prepared when carrying out the Procurement Procedures and the revised Tender of the Provider, if such documents were prepared;
 - 2.1.7. Initial Tender of the Provider;
 - 2.1.8. application of the Provider (if applicable) together with documents confirming its qualifications.
- 2.2. The terminology set out in the first section of the Contract shall apply when entering into and performing each transaction (agreement) and drafting each document related to the Contract. In the event of discrepancies between the terminology defined in the first section of the Contract and the terminology used in other documentation, the discrepancies shall be interpreted based on the definitions provided in the first section of the Contract.
- 2.3. Capitalised terminology shall have the definitions specified in first section of the Contract unless a different meaning is expressly indicated in the text of the Contract.
- 2.4. If the documents of the Contract contain any uncertainties, inconsistencies or contradictions, the rules established in the document of the Contract which is higher in the order of precedence shall at all times be considered to supersede the analogous rules laid down in the document of the Contract which is lower in the order of precedence as of the date of entry into force of the Contract. If documents provided by the Provider, including licenses, their usage rules, etc., are considered part of the Contract, any provisions of the documents submitted by the Provider that contradict the LPP, the LP and/or the Contract shall be deemed invalid.
- 2.5. In case of discrepancies between the Contract and the provisions of the Legislation regulating the legal relations of the Parties to the Contract that have been amended or newly adopted after the conclusion of the Contract, the provisions of the wording of the Legislation that is relevant during the validity of the Contract shall apply to the Parties' relations.
- 2.6. The Contract shall be governed by and interpreted in accordance with the laws of the Republic of Lithuania. All rights and obligations under the Contract shall be governed by the Legislation of the Republic of Lithuania.
- 2.7. The text of the Contract (unless specified otherwise) must be interpreted in accordance with the following primary interpretation rules:
 - 2.7.1. all terminology and definitions used in this Contract shall have general meaning or special meaning that's the closest to the nature of the Contract, unless different meaning has been established or explained in the Contract;
 - 2.7.2. titles of individual sections of the Contract are provided for ease of use of the text of the Contract and may not influence the interpretation of the Contract's terminology;
 - 2.7.3. words indicating specific gender of the person shall mean any gender;
 - 2.7.4. depending on the situation while executing this Contract, words in the text of this Contract provided in singular form shall also have the plural meaning and vice versa; or words indicating the singular shall also mean the plural, and words indicating the plural shall also mean the singular;
 - 2.7.5. the words "agree", "made an agreement", "agreement" shall always mean that the respective agreement between the Parties must be in writing.
- 2.8. Both the GP of the Contract and the SP of the Contract are prepared pursuant to the provisions of the LPP, the LP and other Legislation. In cases, where the GP of the Contract and/or SP of the Contract do not conform to the requirements set out in the LPP, the LP, the provisions of the LPP, the LP shall apply.
- 2.9. If any provision of this Contract is or becomes partially or totally ineffective, it shall not void the remaining provisions of this Contract, provided that the invalidity of such provision does not invalidate the entire Contract. In such cases, the Parties shall agree to make every effort to replace the invalid provision with a legally effective one, which, to the extent possible, should achieve the same result as the amended provision. Until the amendments to the Contract are made in order to implement the requirements of new Legislation, the Parties, when executing the Contract, shall undertake to apply the requirements of the new/amended Legislation and follow the criteria of reasonableness, justice and fairness.

3. OBJECT, SCOPE AND PRICE OF THE CONTRACT

- 3.1. The object of this Contract is the Services and the Goods specified in the Contract.

- 3.2. Under this Contract, Related Work may also be carried out, which shall be subject to the provisions of the Contract and the requirements of the Legislation *mutatis mutandis*, depending on the nature of such Related Work and the requirements of the Technical Specifications.
- 3.3. The quantity of Services and Goods is specified in the SP of the Contract.
- 3.4. The rates (if any) and the Total Contract Price are set out in the SP of the Contract.
- 3.5. Individual Rates and the Contract Price may not be modified unless such modification has been expressly provided for in the SP of the Contract and/or if the Rates are reduced under a written agreement between the Parties. The Parties hereby agree that, in cases where Rates are to be reduced, the exchange of written documents by the Parties confirming the will of the Parties to render and accept Goods and/or Services for lower Rates than the ones specified in the Contract shall be deemed equivalent to a written agreement of the Parties.
- 3.6. Anything that is related to the provision of the Services and Goods specified in the Contract, aimed at achieving the final objective of Procurement as set out in the Contract, shall be included in the Tender price and shall not be charged extra (unless otherwise specified in the SP of the Contract or in the Technical Specification). The Provider has included in the price of the Tender and in the individual Rates of the Tender (for Goods, Services) all the costs associated with the provision of the Services / the supply of the Goods, all taxes (including VAT), including, but not limited to:
 - 3.6.1. all costs associated with the performance of the Contract, including any potential costs related to rendering Services, supplying Goods and transferring their result throughout the duration of the Contract, taxes, duties, etc.;
 - 3.6.2. the costs of providing the Services and supplying the Goods, including costs related to labour and consulting the Buyer throughout the duration of the Contract;
 - 3.6.3. costs related to the quality warranties for the Services and Goods, including free warranty service throughout the duration of the warranty period (hereinafter – Warranty Period), including any costs incurred by the Provider in respect of the use of materials, transport, personnel, etc., during the Warranty Period. The Warranty Period and the related validity obligations of the Provider shall remain in effect even after the end of the Contract;
 - 3.6.4. costs related to securing tools, equipment, insurance, human and other resources necessary to provide the Services and supply the Goods;
 - 3.6.5. all the costs related to the preparation, harmonisation and submission of the documents specified in the Technical Specifications;
 - 3.6.6. costs of incorporation in the Republic of Lithuania (if necessary to ensure the provision of Services) or costs related to the exercise of the right to free movement of services/goods (costs of obtaining right recognition documents, receiving approvals from competent authorities and/or professional associations of the Republic of Lithuania, etc.);
 - 3.6.7. costs of concluding and executing the Contract;
 - 3.6.8. all direct and indirect costs associated with the provision of the Services / supply of the Goods which the Provider, as a professional in its field, should and could have foreseen if it had exercised due care and due regard to the fact that the Buyer is seeking that the Provider renders high-quality Services and transfer high-quality Goods while providing Related Work at the price specified in the Tender;
 - 3.6.9. other costs related to the execution of the Contract.
- 3.7. The Provider shall assume all the risks related to any increase in the costs associated with the execution of the Contract and the complexity of executing the Contract for the Provider (the cost of fulfilling obligations of the Provider under the Contract will increase) due to circumstances beyond the Buyer's control. The increase in the cost of fulfilling obligations shall not grant the Provider the right to request to increase the Rates or the Contract Price, or to suspend the performance of the Contract, or refuse the Contract on the basis thereof. This would constitute a material breach of the Contract by the Provider.
- 3.8. All payments and settlements under the Contract shall be carried out in the national currency of the Republic of Lithuania – euro – unless the SP of the Contract provides for otherwise.

4. PAYMENTS, MONETARY OBLIGATIONS AND SUSPENSIONS

- 4.1. The Buyer shall pay the Provider in accordance with the procedure specified in the SP of the Contract.
- 4.2. When submitting an Invoice and a Certificate (if its submission is provided for in the SP of the Contract), the Provider shall specify the Contract date and number and clearly detail which specific Services were rendered and/or which specific Goods were transferred. An Invoice submitted by the Provider must comply with the requirements for company details set out in the Legislation. If the requirements of the SP of the Contract or the Technical Specifications do not require the Certificate as a separate document, the Parties shall agree to treat an Invoice or another equivalent document agreed upon by the Parties (as specified in the SP of the Contract) as a Certificate.
- 4.3. The Provider shall provide Invoices in accordance with the procedure laid down in the LPP, the LP. Invoices that are provided while violating the provisions of the LPP, the LP shall be considered not to

have been received, and the Provider shall not have the right to impose penalties on or request compensation of losses from the Buyer.

- 4.4. If any penalties are accrued by the Provider in accordance with this Contract, the amount payable for the Services/Goods by the Buyer shall be reduced by the amount of the accrued penalties.
- 4.5. The Buyer shall be entitled to deduct penalties and losses, which are calculated in accordance with the provisions of this Contract, related to the Provider's failure to perform or improper performance of its contractual obligations from any amounts payable to the Provider while informing the Provider about such offsetting in writing.
- 4.6. The Parties agree to apply the following procedure for offsetting the payments of the Buyer made in respect of this Contract:
 - 4.6.1. requests of the Provider related to the execution of payment obligations for the Services rendered and the Goods transferred under this Contract shall be offset first;
 - 4.6.2. requests of the Provider related to the compensation of penalties or losses under this Contract shall be offset second;
 - 4.6.3. other amounts payable (if any) by the Buyer to the Provider shall be offset third.
- 4.7. If payments under this Contract are international, they shall be subject to the SHA settlement scheme (the paying Party shall pay the bank fees for international money orders, and the foreign banks' fees are paid by the Party receiving the payment).
- 4.8. The Buyer shall have the right to suspend payment to the Provider if the Provider fails to fulfil its obligations under this Contract on time or violates at least one of the Provider's obligations specified in the Contract. Payments shall be suspended until the Provider eliminates all the violations/deficiencies in the performance of the Contract.
- 4.9. VAT shall be calculated and paid in accordance with the procedure established by the Legislation at the time the VAT is chargeable. In case the VAT rate established by the Legislation of the Republic of Lithuania changes, the Service/Goods price specified in the Contract (excl. VAT) shall not change, and the Total Contract Price shall be recalculated according to the change in the VAT rate. The risk of changes in the VAT rate shall be borne by to the Buyer.

5. QUALIFICATION REQUIREMENTS AND OTHER COMMITMENTS UNDERTAKEN BY THE PROVIDER

- 5.1. The Provider, including the engaged Economic Entities, must ensure the compliance with the Procurement Conditions (absence of grounds for exclusion and compliance with qualification requirements) throughout the duration of the Contract. Where the Procurement Conditions include qualification requirements for the Provider and/or the specialist(s) engaged by the Provider, the Provider must ensure that equivalent qualifications of the Provider and/or its specialist(s) are maintained throughout the duration of the Contract.
- 5.2. At the request of the Buyer, the Provider must provide, within the deadline set by the Buyer, sufficient evidence to demonstrate that it holds all the permits, certificates, licenses necessary pursuant to the Legislation on the supply of the Goods and the provision of the Services in the Republic of Lithuania and/or other documents complying with the requirements of the Legislation, or other documents, the Provider's internal procedures, descriptions and other documentation specified in the Procurement Conditions as mandatory or the need for verification whereof arose during the performance of the Contract.
- 5.3. In the event where the Provider acts as joint venture partners, they shall be jointly liable to the Buyer for the execution of the Contract. If the Provider relies on the capacities of Economic Entities to comply with the financial and economic capacity requirements, the Provider shall be jointly liable with such Economic Entities for executing the Contract.
- 5.4. Any natural or legal entities engaged by the Provider in order to meet the requirements established in the Procurement Conditions and/or engaged for the performance of the Contract, irrespective of the legal relationships associating these entities with the Provider, shall be considered as entities acting on behalf of the Provider. Actions of these entities when performing the Contract shall cause the same consequences and liability under the Contract for the Provider as if they were its own actions.

6. ENGAGING AND REPLACING SUBCONTRACTORS, ECONOMIC ENTITIES AND SPECIALISTS

- 6.1. The Provider must ensure that, at the time of conclusion of the Contract and throughout its duration, the Contract will be executed by the subcontractors and/or specialists who were proposed in the Procurement and meet qualification and other requirements set out in the Procurement Conditions (if any). Actions of these entities when performing the Contract shall cause the same consequences and liability for the Provider as if they were its own actions. The Provider shall be liable for the actions or inaction of its subcontractors and specialists.

- 6.2. The Provider shall have the right to engage an additional (new) specialist or replace the specialist listed by the Provider in the Tender, who has been subject to the qualification requirements provided in the Procurement Conditions, only if all of the following conditions are met: (i) The Provider shall submit a reasoned written request to the Buyer to replace the specialist no later than 10 Days before the desired date of replacement (the deadline for submitting the request may be shorter only in the event of illness or death of the specialist to be replaced); (ii) in the request, the Provider indicates another specialist who it proposes to replace the specialist specified in the Tender during the Procurement; (iii) together with the request, the Provider submits all documents proving that the new specialist meets the personnel qualification requirements specified in the Procurement Conditions (if the, during the Procurement, the qualification of the relevant personnel was assessed using the economic advantage criterion, the new specialist must not only meet the qualifications specified in the Procurement Conditions, but also have qualifications not lower than those specified in the Provider's Tender and for which additional points were awarded in the Procurement); (iv) the Provider obtains the Buyer's written consent to replace the specialist with a new specialist specified by the Provider. The Buyer shall undertake to provide a response no later than within 10 Days from the date the documents referred to in this clause were received from the Provider. When all the conditions referred to in this clause are met, an agreement to replace the specialist shall be signed. The Provider's request and the Buyer's written confirmation signed by the Buyer's authorised representative shall be considered as an equivalent document.
- 6.3. The Provider shall have the right to engage for the performance of the Contract new Subcontractors whose capacities were not relied upon to meet the requirements specified in the Procurement Conditions.
- 6.4. The Provider shall undertake to inform the Buyer upon conclusion of the Contract, but no later than the start of the execution of the Contract, of the names, legal entity codes, contact details and representatives of the Subcontractors known at that time, whose capacities the Provider did not rely on to meet the qualification requirements set out in the Procurement Conditions.
- 6.5. The Provider may engage or replace Subcontractors whose capacities it did not rely upon to meet the qualification requirements set out in the Procurement Conditions at its discretion by notifying the Buyer thereof in writing no later than 5 Working Days in advance. The Buyer (if applicable under the Procurement Conditions) must verify if there are no grounds for exclusion of the Subcontractor as well as the Subcontractor's compliance with the national security interests and place of origin requirements. If the Subcontractor's situation does not meet at least one of the specified requirements, the Buyer shall request to replace the Subcontractor with a Subcontractor that meets the requirements. The Buyer shall inform the Provider about the permission to engage or replace a Subcontractor in writing within 5 Working Days. If the Buyer agrees, the Parties shall sign an agreement, which shall be an integral part of the Contract.
- 6.6. An Economic Entity whose capacities was relied on to meet the qualification requirements may be replaced only in the following cases:
- 6.6.1. when bankruptcy proceedings have been initiated against an Economic Entity, bankruptcy proceedings have been initiated out of court, it becomes insolvent or there is a likelihood of insolvency, it suspends its economic activities or when a similar situation arises in accordance with the procedure established by the laws and other Legislation;
- 6.6.2. when an Economic Entity, for objective reasons (e.g., the Economic Entity refuses to participate in the execution of the Contract, the legal relationship with the Provider is terminated, the Economic Entity loses its qualifications, circumstances change with regard to compliance with national security, place of origin or other requirements, etc.) is no longer able to perform all or part of its obligations under the Contract;
- 6.6.3. a new Economic Entity that replaces the current one, whose capacities the Provider relied on to meet the qualification requirements set out in the Procurement Conditions, must meet the requirements set out in the Procurement Conditions regarding the absence of grounds for exclusion, the qualification requirements, the qualification of the replaced Economic Entity specified in the Provider's Tender to justify the qualitative criteria set out in the Procurement Conditions, as well as national security interests and place of origin requirements (if applicable).
- 6.7. A Third Person whose resources have been relied on to comply with the requirements of the Procurement Conditions may be replaced if the Provider notifies the Buyer in writing in advance about the replacement of the specified Third Person and submits with the request all the documents (technical passports, contract/agreement, etc.) necessary for the replacement. If the Buyer does not express any objections within 5 Working Days, the Provider shall be considered to have the right to replace the specified Third Person on whose resources it was relying. The request of the Provider shall be considered an integral part of the Contract. The replacement shall not be possible if the resources of a newly engaged Third Person are of worse quality than those of the replaced Third Person or if the newly engaged Third Person threatens national security or the performance of the Contract and/or fails to meet the requirements for place of origin established in the Procurement Conditions, and the Buyer shall notify thereof the Provider in writing.

- 6.8. The Provider must, no later than 5 Working Days before the planned replacement of the Economic Entity whose capacities were relied on to meet the qualification requirements, and/or the engagement of a new/additional Economic Entity, submit to the Buyer a reasoned written request and the documents confirming the compliance of the replaced and/or new/additionally engaged Economic Entity with the qualification requirements set out in the Procurement Conditions, including the absence of grounds for exclusion, compliance with national security interests and place of origin requirements (if any) in accordance with the requirements of the Contract and obtain the Buyer's written consent. Replacing the Economic Entity whose qualifications were relied on and/or engaging a new/additional Economic Entity shall be conducted by a written agreement of the Parties. The Provider's request and the Buyer's written consent signed by the Buyer's authorised representative shall be considered as an equivalent document. The engagement of a new/additional Economic Entity described in this clause shall only be possible only if the Provider has disclosed at least one Economic Entity in respect of the qualification requirements or a part thereof specified in the Procurement Conditions. If a Provider did not disclose or indicate in the Procurement Conditions an Economic Entity it will engage to meet certain qualification requirements or a part thereof, it may not engage a new Economic Entity during the performance of the Contract.
- 6.9. If the Contract is used to procure a Procurement Object related to national security, the Provider shall have the right to engage only those Subcontractors, Economic Entities, Third Persons that are registered in (if a Subcontractor, Economic Entity, Third Person is a natural person, a permanent resident in or a citizen of) a Member State of the European Union, a Member State of the North Atlantic Treaty Organization or a third country which has signed the international agreements specified in Article 29(4) of the LP/Article 17(4) of the LPP and meet the place of origin requirements set out in the Procurement Conditions.
- 6.10. If the Provider violates at least one clause in sections 5–6 of the GP of the Contract, the Provider shall be prohibited from performing the Contract further until complete elimination of deficiencies. The Provider must eliminate all deficiencies in the qualification and/or grounds for exclusion within 5 Working Days from the discovery thereof or from the date of the Buyer's request to the Provider. Failing to eliminate the deficiencies, the Provider shall pay penalties to the Buyer from the 6th Working Day after the date of sending the notice to the Provider. For delaying the elimination of all deficiencies in qualifications and/or grounds for exclusion, the Provider, at the Buyer's request, shall pay the Buyer a default interest of 0.05% of the remaining price of the Contract for each Day of delay. Should the Provider fail to eliminate all deficiencies related to qualification and/or grounds for exclusion for more than 20 Days from the dispatch of the first request to the Provider, clauses 26.5 and 26.6 of the GP of the Contract shall apply.
- 6.11. If the Subcontractor and/or Economic Entity / Third Person that the Provider intends to engage does not meet the requirements specified in the Procurement Conditions, the Provider, on its own initiative, shall undertake to replace the entity that does not meet the requirements with another one while informing the Buyer in writing about the entity's non-conformity and its replacement no later than within 5 Working Days from the date the non-conformity is discovered or the Buyer's Notice (call) regarding the entity's non-conformity with the requirements is received. In all cases, the replacement shall be subject to the procedure set forth in the GP of the Contract. If the Provider is late to replace the entity that does not meet the requirements, the Provider shall pay to the Buyer penalties specified in clause 6.8 of the GP of the Contract.
- 6.12. The Provider shall not be entitled to engage the Buyer's employees for the performance of this Contract, nor to engage the Buyer's employees for the performance of the Contract on any other basis, unless the Buyer itself appoints its employee(s) to perform the Contract. This may constitute a material breach of the Contract.
- 6.13. If the Buyer is imposed sanctions by Third Parties because the Provider, its specialists or Economic Entities engaged did not comply with the Procurement Conditions or Legislative requirements, such sanctions shall be reimbursed to the Buyer in full by the Provider within 10 Working Days from the date of the request.

7. REPLACING JOINT VENTURE PARTNERS

- 7.1. The Provider that is executing the Contract as a joint venture shall have the right to refuse their joint venture partner and/or replace the partner(s) specified in the joint venture agreement with (an)other(s) if, due to objective and justified circumstances, their partner is no longer able to execute the Contract, including, but not limited to, cases where partner(s) do not conform with the provisions of the Legislation, pose a threat to national security, the partner(s) are subject to international sanctions as they are understood in the Law on International Sanctions of the Republic of Lithuania, the partner(s) is(are) in a difficult financial position that lead to failure to execute the Contract and/or refusal to execute it, or if other unforeseen objective reasons have emerged, resulting in the partner(s) exiting the joint venture agreement.

- 7.2. If the Provider that is executing the Contract as a joint venture wishes to refuse and/or replace (a) partner(s) specified in the joint venture agreement with (an)other(s), it must submit the following documents to the Buyer in advance:
- 7.2.1. a request of the remaining joint venture partner to change a joint venture partner;
 - 7.2.2. a request of the withdrawing joint venture partner to withdraw from the partners of the joint venture agreement and to transfer all obligations under the joint venture agreement to the new and/or remaining joint venture partner;
 - 7.2.3. a written consent of the new and/or remaining joint venture partner to change the withdrawing joint venture partner and undertake all the obligations of the withdrawing joint venture partner under the joint venture agreement as well as the documents proving the qualifications of the new and/or remaining joint venture partner (if applicable).
 - 7.2.4. The Provider shall provide the Buyer with a copy of a new joint venture agreement or amendment to the existing joint venture agreement where the obligations of the remaining joint venture partner remains the same as in the previous joint venture agreement, and the new and/or remaining joint venture partner undertakes all the obligations of the withdrawing joint venture partner under the previous joint venture agreement.
- 7.3. The Buyer shall have the right to make the final decision on the changing of a joint venture partner. If the Buyer agrees to the replacement, the replacement of the joint venture partner shall be formalised by a written agreement between the Parties. If the Provider withdraws or replaces a joint venture partner or engages a new partner without a written permission of the Buyer, the Provider shall, upon the Buyer's request, pay a fine in the amount specified in Clause 26.6 of the GP of the Contract.

8. AGREEMENT ON DIRECT SETTLEMENTS WITH SUBCONTRACTORS

- 8.1. If the SP of the Contract provides for an option for the Buyer to settle directly with Subcontractors, a Subcontractor that wishes to take advantage of this option shall submit a request to the Buyer in writing. The request shall specify the Goods and/or Services provided by the Subcontractor and the amount payable to the Subcontractor, as agreed with the Provider, and shall include the Provider's confirmation of the agreed amount payable to the Subcontractor.
- 8.2. Having assessed the Subcontractor's request, the Buyer shall decide regarding such form of settlement and inform both the Provider and the Subcontractor thereof within 10 Days from the date of receipt of the request.
- 8.3. If the Buyer decides to satisfy the request of the Subcontractor, a tripartite contract shall be signed between the Buyer, the Provider and the Subcontractor in accordance with the draft which is presented in an annex to the SP of the Contract.

9. WARRANTY PERIODS

- 9.1. The Warranty Period specified in the Legislation and/or by the manufacturer shall apply to the Goods, unless a different Warranty Period is specified in the Technical Specifications or the SP of the Contract. If the Warranty Period is not established anywhere, a 24-month Warranty Period shall apply to the Goods. The Warranty Period shall start on the date the Certificate for the delivered Goods is signed (except if the Goods are accepted with deficiencies, in such a case the period shall start from date of the entry in the Certificate regarding the elimination of deficiencies).
- 9.2. The Warranty Period specified in the Legislation and/or by the manufacturer shall apply to the Services, unless a different Warranty Period is specified in the Technical Specifications or the SP of the Contract. If the Warranty Period is not established anywhere, a 24-month Warranty Period shall apply to the Services. The Warranty Period shall start on the date the Certificate for the rendered Services is signed (except if the Services are accepted with deficiencies, in such a case the period shall start from date of the entry in the Certificate regarding the elimination of deficiencies).
- 9.3. If the Buyer is unable to use the Goods and/or Services for which the Warranty Period is set due to the deficiencies in the Goods and/or Services, and/or obstacles not beyond the Provider's control, the Warranty Period shall not start until the Provider removes such obstacles or deficiencies. In such case, the Provider shall undertake to extend the Warranty Period for as long as the Buyer was unable to use the Goods and/or Services due to the deficiencies in the Goods and/or Services.

10. SERVICE QUALITY REQUIREMENTS

- 10.1. The requirements for the quality and provision procedure of the Services (including the quality of Related Work) shall be defined in the Contract, the Tender of the Provider, the international standards, the standards of the Republic of Lithuania and the manufacturer/Provider governing the Services and the Service quality, provision, environmental protection and/or safety, including the Legislation governing the provision of such Services, the security, personal data and cyber security requirements. The quality-

related requirements for the Services and/or Goods specified in the Procurement Conditions and the values provided by the Provider in its Tender to demonstrate compliance with such requirements, where the most economically advantageous tender in the Procurement has been selected on the basis of price (or cost) to quality ratio and the Provider has been awarded points for compliance with the relevant requirements, must be ensured throughout the duration of the Contract.

- 10.2. By signing the Contract, the Provider guarantees that the Services provided by the Provider are high-quality, meet all the requirements of the Contract and the Legislation, are suitable to use for their intended purpose and are free from hidden deficiencies.
- 10.3. When providing the Services and/or performing the work related to the supply of Goods / performance of Work, the Provider shall ensure the compliance with occupational safety, fire safety, environmental protection and other requirements set forth by the Legislation.
- 10.4. At the Buyer's request, the Provider shall provide the Buyer, within the deadline set by the Buyer, with sufficient evidence to demonstrate that it holds all the permits, certificates, licenses necessary pursuant to the Legislation on the provision of the Services in the Republic of Lithuania and/or other documents complying with the requirements of the Legislation, or where the need for certain documents arises due to national security, personal data protection or cyber security issues.

11. ELIMINATING SERVICE DEFICIENCIES AND BUYER'S RIGHTS IN CASE OF FAILURE TO ELIMINATE DEFICIENCIES

- 11.1. It shall be presumed that the Provider shall bear pecuniary liability for all the deficiencies in the Services which came to light during the transfer and acceptance of the Services and/or during the validity of the Warranty Period, unless the Provider is able to prove that the deficiencies in the Services occurred not at the fault of the Provider or its negligent performance of contractual obligations.
- 11.2. Any deficiencies in the Services discovered at the time of transfer and acceptance of the Services and/or after signing the Certificate, and/or throughout the validity of the Warranty Period must be eliminated within the deadlines set out in the SP of the Contract at the expense of the Provider. The Buyer shall have the right not to accept the Services if deficiencies in the Services are discovered during the transfer and acceptance of the Services. The discovered deficiencies in the Services shall be recorded in the Certificate while specifying the reasons for the decision made. The Services with minor deficiencies may be accepted by the Buyer by specifying in the Certificate the deficiencies and the deadline for the elimination of the deficiencies (only in cases, where the Technical Specifications define what shall be considered as minor deficiencies). In all cases, all the work related to the elimination of deficiencies of the Services shall be carried out/supplied by the Provider at its own expense within the deadline for eliminating deficiencies specified in the SP of the Contract (unless the Parties agree on a shorter deadline). The deadline for settlement established in the Contract shall start and the obligation for the Buyer to settle with the Provider shall arise only after the Buyer makes sure that all deficiencies, including minor ones, are completely eliminated. The elimination of deficiencies shall be recorded in the Certificate and approved with the signatures of the Parties.
- 11.3. The elimination of Service deficiencies shall not extend the deadline for the provision of Services that has been established in the Contract/Order.
- 11.4. If the Provider fails to eliminate the deficiencies identified during the transfer and acceptance of the Services and/or the Warranty Period within the deadline specified in the SP of the Contract, the Provider shall pay the Buyer, upon the Buyer's request, penalties in the amount specified in the SP of the Contract for the delay to eliminate deficiencies and shall compensate the Buyer for the direct losses incurred as a result, to the extent they are not covered by the penalties.
- 11.5. If the Provider fails to eliminate the deficiencies in the Services within the deadline specified in the SP of the Contract and such deficiencies prevent the Buyer from using the Services for their intended purpose and/or the purpose of their acquisition, the Buyer, after notifying the Provider in writing 1 Working Day in advance, shall have the right to eliminate the deficiencies on its own or by engaging Third Parties, and the Provider in this case shall undertake to pay the costs incurred by the Buyer for eliminating the deficiencies within 10 Days in accordance with an invoice or another equivalent document provided by the Buyer. The Buyer shall acquire the Services from Third Parties in accordance with the provisions of the Legislation or by utilising the available contracts, and the Provider shall not be entitled to dispute the price/rate of the acquired services. The Provider shall undertake to pay the full stated amount of the costs of eliminating deficiencies, except in cases where the Provider proves that the deficiencies in the Services occurred not at the fault of the Provider or its negligent performance of contractual obligations.
- 11.6. In case the Buyer has doubts and/or there is a dispute regarding the quality of the Services, the Parties may request for an expert's report. The expert's report shall be carried out by an independent expert agreed on by the Parties or by a state-authorised institution that has the right to provide such a service. The Parties shall pay for the expert's report in equal parts and, after receiving the expert's conclusion, the Party at fault shall pay the costs of the expert's report incurred by the other Party.

12. GOODS QUALITY REQUIREMENTS

- 12.1. The requirements for the Goods and their quality (including the quality of the Related Work) shall be defined in the Contract, the Tender of the Provider, the international standards, the standards of the Republic of Lithuania and the manufacturer/Provider governing the Goods and the Goods' quality, supply and maintenance (if applicable), environmental protection and/or safety, including the Legislation governing the supply and maintenance of such Goods, the security, personal data and cyber security requirements. The requirements for the Goods and their quality, including the requirements for the quality of the Goods specified in the Procurement Conditions and the values provided by the Provider in its Tender to demonstrate compliance with such requirements, where the most economically advantageous tender in the Procurement has been selected on the basis of price (or cost) to quality ratio and the Provider has been awarded points for compliance with the relevant requirements, must be ensured throughout the duration of the Contract.
- 12.2. By signing the Contract, the Provider guarantees that the rights to dispose, manage and use the transferred Goods are not restricted, that the Goods are new (unless otherwise specified in the Contract), unused, suitable for use according to their designated purpose, that there are no hidden deficiencies in the Goods, which would prevent them from being used according to their designated purpose or which would diminish the usefulness of the Goods. The Provider shall also guarantee that the Goods transferred under the Contract are high-quality and don't have design, material or work defects.
- 12.3. When supplying the Goods and/or performing the work related to the supply of Goods, the Provider shall ensure the compliance with occupational safety, fire safety, environmental protection and other requirements set forth by the Legislation which are applicable when supplying the Goods.

13. ELIMINATING DEFICIENCIES IN THE GOODS AND BUYER'S RIGHTS IN CASE OF FAILURE TO ELIMINATE DEFICIENCIES

- 13.1. It shall be presumed that the Provider bears pecuniary liability for all deficiencies in the Goods, which came to light during the transfer and acceptance of the Goods and/or throughout the duration of the Warranty Period, unless the Provider is able to prove that such deficiencies occurred after the transfer of the Goods to the Buyer because the Buyer or related Third Persons have violated the rules for use and storage of the Goods.
- 13.2. Any deficiencies in the Goods discovered at the time of transfer and acceptance of the Goods and/or after signing the Certificate, and/or throughout the validity of the Warranty Period must be eliminated within the deadlines set out in the SP of the Contract at the expense of the Provider. The Buyer shall have the right to reject the Goods if any deficiencies in the Goods are discovered. The discovered deficiencies in the Goods shall be recorded in the Certificate while specifying the reasons for the decision made. The Goods with minor deficiencies may be accepted by the Buyer by specifying in the Certificate the deficiencies and the deadline for the elimination of the deficiencies (only in cases, where the Technical Specifications define what shall be considered as minor deficiencies). In all cases, all the work and/or services related to the elimination of deficiencies in the Goods or replacement of the Goods, including the Goods themselves, shall be carried out/provided by the Provider at its own expense within the deadline for eliminating deficiencies specified in the SP of the Contract (unless the Parties agree on a shorter deadline). The deadline for settlement established in the Contract shall start and the obligation for the Buyer to settle with the Provider shall arise only after the Buyer makes sure that all deficiencies, including minor ones, are completely eliminated. The elimination of deficiencies shall be recorded in the Certificate and approved with the signatures of the Parties.
- 13.3. The elimination of deficiencies in the Goods shall not extend the deadline for the supply of the Goods that has been established in the Contract/Order.
- 13.4. If the Provider fails to eliminate the deficiencies in the Goods identified during the transfer and acceptance of the Goods and/or the Warranty Period or fails to replace the Goods that have deficiencies with high-quality ones within the deadline specified in the SP of the Contract, the Provider shall pay the Buyer, upon the Buyer's request, penalties in the amount specified in the SP of the Contract for the delay to eliminate deficiencies and shall compensate the Buyer for the direct losses incurred as a result, to the extent they are not covered by the penalties.
- 13.5. If the Provider fails to eliminate the deficiencies in the Goods or fails to replace the Goods that have deficiencies with high-quality ones within the deadline specified in the SP of the Contract and such deficiencies prevent the Buyer from using the Goods for their intended purpose, the Buyer, after notifying the Provider 1 Working Day in advance, shall have the right to eliminate the deficiencies on its own or by engaging Third Parties, and the Provider in this case shall undertake to pay the costs incurred by the Buyer for eliminating the deficiencies and other related costs within 10 Days in accordance with an invoice or another equivalent document provided by the Buyer. The Buyer shall purchase the same or equivalent goods from Third Parties in accordance with the provisions of the Legislation or through

existing contracts. The Provider shall undertake to pay the full stated amount of the costs of eliminating deficiencies, except in cases where the Provider proves that the deficiencies in the Goods occurred due to the fault of the Buyer resulting from storing or using the Goods while failing to follow written instructions provided by the Provider.

- 13.6. In case the Buyer has doubts and/or there is a dispute regarding the quality of the Goods, the Parties may request for an expert's report. The expert's report shall be carried out by an independent expert agreed on by the Parties or by a state-authorised institution that has the right to provide such a service. If the Buyer has reasoned doubts regarding the quality of the Goods during the transfer and acceptance thereof or during the Warranty Period, or hidden defects of the Goods, their non-conformity to the requirements of the Contract or Legislation are discovered after the transfer and acceptance of the Goods, or if the Goods (or a part thereof) cannot be used according to their designated purpose due to their malfunctions or other deficiencies, the Buyer shall have the right to carry out such expert report of the Goods without a prior consent of the Provider. The Parties shall pay for the expert's report in equal parts and, after receiving the expert's conclusion, the Party at fault shall pay the costs of the expert's report incurred by the other Party.
- 13.7. The Buyer shall have the right to return the poor-quality Goods to the Provider during the transfer and acceptance of the Goods or during the Warranty Period without giving the Provider the right to replace the poor-quality Goods or eliminate the deficiencies in the Goods if such deficiencies in the Goods pose threat to the electricity and/or gas infrastructure, the security or continuous operation of information technology systems, the Third Parties, or if such malfunctions are persistent and/or recurrent (more than 5 malfunctions of the Goods per month or more than 2 malfunctions of one of the Goods per month). In such case, the Provider shall undertake to collect the Goods from the location indicated by the Buyer within 10 Days at its own expense and the Contract price payable under the Contract shall be reduced accordingly by the value of the Goods with such deficiencies.

14. DEADLINES AND PROCEDURE FOR PROVIDING SERVICES AND DELIVERING GOODS

- 14.1. The deadlines and procedure for the provision of Services and the supply of Goods shall be specified in the Contract and the Technical Specifications.
- 14.2. Having fulfilled all the obligations under the Contract or a part thereof as they are divided under the Contract, the Provider shall apply to the Buyer in writing regarding the signing of the Certificate. The Service or a part thereof shall only be deemed to have been rendered and the Goods shall only be deemed to have been transferred after the Parties have signed a Certificate, specifying which Services, Goods or a part thereof were rendered. If the Certificate with identified deficiencies is returned to the Provider or if the Certificate contains a record about minor deficiencies in the Services and/or Goods, such signed Certificate shall not be considered a valid basis for settlement until all the deficiencies specified in the Certificate are eliminated and the Parties confirm this with signatures in the Certificate.
- 14.3. The Provider shall have the right to submit an Invoice for all or part of the obligations fulfilled in a high-quality, deficiency-free, including minor deficiencies, manner only after signing the Certificate, by which the Buyer accepts and confirms the quality of all or part of the obligations respectively (unless the SP of the Contract specifies another settlement procedure).
- 14.4. Unless otherwise provided for in the SP of the Contract, the Buyer shall no later than within 5 Working Days from the receipt of the Provider's written request to sign the Certificate or list the deficiencies in the Certificate and return it to the Provider (by email specified in the Contract). Once the deficiencies have been eliminated, the Provider shall repeatedly contact the Buyer and, having confirmed that the deficiencies have been eliminated, the Buyer shall record this in the Certificate, the Parties then shall sign the Certificate and the Provider shall acquire the right to payment according to the procedure set forth in the Contract. The signing of the Certificate shall not limit the Buyer's right to contact the Provider regarding the elimination of hidden defects at the Provider's expense.
- 14.5. At the time of signing the Certificate, the Provider shall transfer to the Buyer all drawings, instructions and other data and documents specified in the Contract and/or those related to the fulfilled part of the obligations. Until the Buyer receives the documents and information related to the use of the result of the Services and/or the Goods or other documents and information specified in the Contract, it shall be considered that the contractual obligations of the Provider have not been fulfilled.
- 14.6. The costs of providing Services and supplying Goods, including all the costs of the work related to the provision of Services and/or supply of the Goods, must be included in the Provider's Tender and paid only at the Provider's expense, unless otherwise stated in the Technical Specifications.
- 14.7. The risk of accidental loss of or damage to the result of the Services and/or the Goods shall be borne by the Provider until the moment the Certificate is signed (after the Provider eliminates deficiencies).

15. EXTENDING THE DEADLINE FOR RENDERING SERVICES AND/OR DELIVERING GOODS

- 15.1. If the deadline for the provision of the Services and/or the delivery of the Goods specified in the Contract has not expired, the deadline for the provision of the Services and/or the delivery of the Goods may be extended by written agreement of the Parties, provided that the Provider, at least 10 Days before the deadline (if the deadline for the provision of the Services and/or the delivery of the Goods is shorter than 15 Days, the Provider must apply for an extension of the deadline at least 2 Working Days before the deadline) submits to the Buyer a reasoned request to extend the deadline for the provision of the Services and/or the delivery of the Goods while providing together with the request the circumstances that are related to at least one of the following circumstances:
- 15.1.1. the additional instructions provided by the Buyer to the Provider affect the Provider's deadlines for the provision of the Services and/or delivery of the Goods or other deadlines specified in the Contract;
 - 15.1.2. actions of state or municipality institutions or any other obstacles attributable to the Buyer and/or Third Persons engaged by the Buyer prevent the Provider to fulfil its obligations (including, but not limited to, failing to issue permits, consents or other analogous documents within the deadlines established by Legislation, when there is no fault of the Provider) in a timely manner. The Provider must prove that the Provider, as a professional market participant with knowledge of the market and the Legislation, could not have foreseen these circumstances at the time of the submission of the Tender or that authorities have missed the official deadline to issue relevant permits/documents not due to the fault of the Provider: documents submitted in inadequate quality, additional harmonisation required due to the negligence/fault of the Provider shall not be considered as valid grounds;
 - 15.1.3. circumstances that were not foreseen when signing this Contract materialise during the performance of the Contract (unforeseen changes to the Order placed by the Buyer, acts or inactions of Third Persons attributable to the Buyer, disputes pending before a court or in a judicial proceeding, changes in the provisions of the Legislation related to the performance of the Contract);
 - 15.1.4. the Provider cannot deliver the Goods and/or render the Services on time because its activities are suspended or restricted by a decision of competent authorities, if the decision is not related to action and/or inaction of the Provider, its management, its personnel, and the reasons above objectively inhibit the Provider to deliver the Goods and/or render the Services in the terms provided in the Contract and the Provider submits evidence supporting the measures adopted for eliminating the circumstances restricting the performance of contractual obligations (e.g., how the Provider reorganises operations of the personnel, etc.) and delivering/rendering the Goods/Services as soon as possible.
 - 15.1.5. the Buyer fails to fulfil or improperly fulfils its obligations under the Contract and, therefore, the Provider cannot provide the Services and/or supply the Goods;
 - 15.1.6. the particularly unfavourable meteorological conditions affect the Provider's deadlines for the provision of the Services and/or supply of the Goods;
 - 15.1.7. there are other circumstances clearly described in the Technical Specifications.
- 15.2. The Buyer shall also have the right to initiate an extension of the deadline(s) for the provision of the Services and/or the supply of the Goods if any of the circumstances specified in clause 15.1 of the GP of the Contract materialise.
- 15.3. Failure to fulfil contractual obligations by a contractor of the Provider shall not be considered a legitimate circumstance, based on which the deadline for providing Services and/or delivering the Goods can be extended/amended or the Provider could be exempted from paying penalties, except for cases, when the activities of the contractor of the Provider are suspended and/or restricted due to decisions of competent authorities of its state, these circumstances are not related to action and/or inaction of the contractor itself, its management, personnel, also due to an embargo, act of terrorism, coup, other civil unrest, radiation or other life-threatening air pollution ongoing in the state of the contractor, the pandemic, state of emergency declared by competent authorities, and it is objectively impossible to replace the contractor of the Provider with another contractor (e.g., the goods are being manufactured by a single contractor and there are no alternatives), and the Provider could not have controlled or reasonably foreseen such circumstances at the time of the conclusion of the Contract. When requesting for an extension of the deadlines for the delivery of the Goods / provision of the Services or exemption from paying penalties on the aforementioned grounds, the Provider shall submit written evidence to the Buyer that prove the existence of the circumstances the request is based on and the reasons why it is impossible to replace the contractor with another contractor. The Provider shall bear the economic consequences of replacing a contractor and this shall not be considered a valid reason for not replacing a contractor.
- 15.4. The Parties shall undertake to notify each other in writing immediately about the materialisation of the circumstances listed in clause(s) 15.1 and/or 15.3 of the Contract.
- 15.5. The deadline for providing the Services and/or delivering the Goods specified in the Contract, in accordance with clause(s) 15.1 and/or 15.3 of the GP of the Contract, may only be extended for the

period that can be proven by the Provider by using objective evidence (photos, requests, confirmations from public authorities, etc.).

- 15.6. The deadline for providing the Services and/or the delivering the Goods specified in the Contract may be extended for no more than 30 Days. If, before the end of the extension period, it becomes apparent that the circumstances have not been resolved or other circumstances, specified in clauses 15.1 and 15.3 of the Contract, have materialised, the Parties may sign a written agreement to extend the deadline for the provision of the Services and/or delivery of the Goods for another 30 Days, provided that the Provider submits a request with justification and evidence. The number of extensions shall not be limited, but the final deadline for the provision of the Services and/or delivery of the Goods shall not exceed the deadline set out in the Contract.
- 15.7. The extension of the deadline for providing the Services and/or delivering the Goods shall always be formalised by a written agreement between the Parties.
- 15.8. In all cases, deadline extensions shall be included into the duration of the Contract.

16. PENALTIES FOR SERVICE PROVISION AND/OR SERVICE DELIVERY DELAY

- 16.1. If the Provider is late to provide the Services and/ or transfer the Goods within the deadlines set in the Contract, the Provider, at the Buyer's request, shall pay the Buyer the penalties specified in the SP of the Contract and reimburse the Buyer for direct losses incurred as a result, to the extent they are not covered by the penalties. If the delay lasts longer than 10 Days, the Buyer, after notifying the Provider and without waiting for the Provider's response, shall have the right to acquire the same or equivalent services and/or goods on the market or use the ones it has, or take other steps to reduce the likelihood of damage or mitigate it, and the Provider shall undertake to reimburse the costs incurred according to the payment document submitted by the Buyer. Costs incurred shall mean all costs related to the actions referred to in this clause, including, but not limited to, the difference between transport, installation costs, prices of the goods, organising a new tendering procedure, the cost of applying alternative measures to mitigate the damages, the Buyer's employee costs, etc.
- 16.2. On its own initiative or after receiving a reasoned request from the Provider that clearly states and objectively justifies the reasons for violating the deadlines of rendering the Services and/or delivering the Goods (being late) that are related to at least one of the circumstances listed in clause(s) 15.1 and/or 15.3 of the GP of the Contract that are supported by factual evidence, the Buyer shall have the right not to demand the Provider pay the penalties for the period during when such circumstances exist.
- 16.3. The payment of or exemption from penalties shall not relieve the Provider from due performance of its contractual obligations in accordance with the procedure and deadlines established in the Contract. Exemption from penalties shall not extend the duration of the Contract.
- 16.4. Exemption from penalties shall, in all cases, be formalised by a written agreement between the Parties. The Provider's written request with evidence and the Buyer's written confirmation signed by the Buyer's authorised representative shall be considered an equivalent document.

17. SUSPENDING THE PERFORMANCE OF CONTRACTUAL OBLIGATIONS

- 17.1. Performance of contractual obligations may be suspended for a reasonable period, but no longer than for 12 months, in accordance with Art. 6.58, 6.207 and 6.661 of the Civil Code of the Republic of Lithuania: the financing is suspended or there is a lack of financing; additional time is necessary to conduct a public procurement for additional work; the equipment which the Buyer must provide is not provided on time. The Provider, after submitting a written request and all the relevant evidence, shall receive a written approval of the Buyer to suspend the deadline for performing obligations. In order to avoid any doubt, the Parties shall agree that, after the Parties fulfil all the conditions provided in this clause, a separate agreement regarding the Contract amendment shall not be concluded, and the documents referred to in this clause submitted by the Parties to each other shall constitute an integral part of the Contract.
- 17.2. Once the circumstances that led to the suspension of contractual obligations have ended or disappeared, the deadlines for the performance of obligations provided for in the Contract shall be resumed. Once the Contract execution is renewed, the deadlines for the performance of outstanding obligations (or part thereof) and the duration of the Contract shall be postponed for the period that was remaining for their performance (the duration of the Contract) at the time of their suspension.
- 17.3. For clarity, it must be noted that institutes provided in the Contract shall be applied in the following order: Extension of deadlines for providing Services and/or supply Goods, suspension of performance of contractual obligations on the basis of clause 17.1 of the GP of the Contract, exemption from responsibilities due to the circumstances involving *force majeure*. The institute of *force majeure* shall apply only in the cases when the deadlines for providing Services and/or supplying Goods cannot be extended under the grounds provided in clauses 15.1 and/or 15.3 of the GP of the Contract or performance of contractual obligations cannot be suspended under the grounds of clause 17.1 of the

GP of the Contract, and the evidence submitted by the Provider that prove the circumstances involving *force majeure* lead to a conclusion that the event meets all the conditions involving *force majeure*. In all cases, the right to decide which institute is applied shall rest with the Buyer while considering the provisions of the Contract and the evidence provided by the Provider.

18. OTHER TERMS AND CONDITIONS OF RENDERING SERVICES AND/OR SUPPLYING GOODS

- 18.1. If, when providing the Services or supplying the Goods, the Provider must take certain items owned by the Buyer and return them after providing the Services or supplying the Goods, or if, for the purpose of providing the Services/supplying the Goods, the Buyer provides the Provider with any movable property owned by the Buyer, the following rules shall apply without prejudice to other provisions of the Contract:
 - 18.1.1. the Buyer shall transfer such items to the Provider at the location specified in writing while following EXW rules under INCOTERMS 2020;
 - 18.1.2. the Provider shall return the transferred items to the Buyer at the delivery location specified in writing within the deadlines specified in the Contract or in other written form while following the DDP rules under INCOTERMS 2020;
 - 18.1.3. such transfer of Buyer's items to the Provider shall not grant the Provider any rights of possession over such items, except for those necessary to fulfil the Provider's obligations under this Contract.
- 18.2. Without prejudice to the provisions of section 14 of the GP of the Contract, the following special rules shall also apply to the supply of the Goods under this Contract: all the Goods supplied to the Buyer shall be delivered while following the DDP rules under INCOTERMS 2020, including the costs of unloading the Goods and Related Work. The delivery address for the Goods must be specified in section 6 of the SP of the Contract or the Technical Specifications.
- 18.3. If the Goods are transferred to the Buyer for direct use instead of being used up to achieve the result of the supply of the Goods, the procedures for transfer and acceptance established in the Geneva Convention on the Contract for the International Carriage of Goods by Road (CMR), including the submission of claims regarding the deficiencies occurred during the transportation of the Goods, shall apply.
- 18.4. Throughout the duration of the Contract, the Provider shall be entitled to change the model and/or manufacturer of the Goods only after receiving a written consent of the Buyer. If the Provider seeks to replace the Goods, it shall submit to the Buyer a reasoned request with objective evidence that the new Goods completely comply with the requirements of the Contract and are of equal or better quality, and that the Rates (except for the right to reduce the Rates), the delivery deadlines and other terms and conditions of the Contract shall not be changed, and shall submit all documentation of the new Goods.
- 18.5. The Parties hereby agree that no separate agreement shall be signed regarding changes to the Contract (in case of replacing the model, manufacturer or the goods with new ones). The Provider's written request with documents and explanations and the Buyer's written consent shall constitute an equivalent document. All the documents submitted by the Provider and the Buyer's consent shall constitute integral parts of the Contract.

19. REPRESENTATIONS AND GUARANTEES OF THE PARTIES

- 19.1. Each Party hereby represents and guarantees to the other Party that:
 - 19.1.1. it is duly incorporated and legally operating in accordance with the Legislation requirements of its home country and has the right to conclude and execute this Contract under the conditions specified herein;
 - 19.1.2. the Party has taken all the necessary legal steps to properly conclude the Contract and ensure its validity;
 - 19.1.3. by entering into this Contract, the Party does not exceed its competence and does not violate the Legislation, rules, statutes, court decisions, articles of association, regulations, decrees, commitments and agreements which bind it;
 - 19.1.4. the representatives of the Party who sign this Contract are duly authorised by the Party to sign the Contract, and the personal details of the Parties and/or their representatives necessary for the proper conclusion of the Contract are not considered as confidential information;
 - 19.1.5. the Party is not aware of any future changes in the legal environment that may affect the fulfilment of the Party's obligations under this Contract;
 - 19.1.6. this Contract constitutes a valid, legal and binding obligation of the Party, enforceable in accordance with the terms and conditions of the Contract;
 - 19.1.7. the terms and conditions of this Contract are clear to and enforceable on the Parties at the date when the Contract enters into force;
 - 19.1.8. the Party is solvent, not undergoing liquidation, and has not declared and/or is not subject to bankruptcy, restructuring, or other insolvency proceedings; the Party has not been granted or

- registered with any special status that would render the conclusion of the Contract impossible or require the fulfilment of special conditions that were not fulfilled before the Contract is concluded and signed.
- 19.1.9. during the conclusion and performance of the Contract, the Party possesses all valid permits, decisions, approvals, and confirmations issued by the Party's management and/or other bodies, state and/or municipal institutions and other entities, and all the other legal actions necessary to conclude the Contract and ensure its validity are in force;
- 19.1.10. the Parties have disclosed to each other all the information available to them that is critically important for the conclusion and performance of this Contract, and have not provided any misleading information to the other Party;
- 19.1.11. by concluding the Contract, the Parties do not exceed their competence or violate (i) any decision, order, decree or ruling of a court, arbitration tribunal, governmental or municipal authority applicable to the Parties; (ii) any contract or other transaction to which the relevant Party is a party, or (iii) any internal legal act, including the documents of incorporation of the Party.
- 19.2. The Provider hereby represents that it:
- 19.2.1. is not involved in any prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania or any other agreements violating the principles set forth in the LPP, the LP;
- 19.2.2. has all the permits, licenses, personnel, organisational and technical measures provided for by the Legislation that are necessary for the provision of the Services and the supply of the Goods;
- 19.2.3. is familiar or undertakes to get familiar with all internal legal acts of the Buyer that are significant for the proper fulfilment of the obligations of the Provider, and undertakes to fulfil them in a proper manner;
- 19.2.4. both at the time of the conclusion of the Contract and throughout its duration the Provider (subcontractors, economic entities or other third parties engaged by it) and/or its shareholder(s), and/or direct or indirect final beneficiary(ies), and/or the entity(ies) it manages (hereinafter – the Entities), are not included in any list(s) of trade, economic, financial or other sanctions of the European Union and/or the United Nations, and/or Great Britain, and/or the United States of America, and/or the Republic of Lithuania and/or similar list (hereinafter – the Sanctions Lists), nor any allegation is made against any of the Entities relating to participation and/or involvement in money laundering, terrorism financing or tax fraud activities. Throughout the performance of the Contract, the Provider shall undertake to immediately notify the Buyer in writing, but not later than within 1 Working Day from the occurrence of the specified circumstances, about the inclusion of the Entities in the Sanctions Lists as well as the suspicions made against the Entity regarding the above-mentioned activities and/or involvement in such activities. The criteria established in the Law on the Prevention of Money Laundering and Terrorist Financing of the Republic of Lithuania shall apply to the beneficiary of the Entities whose shares are traded on the stock exchange. Violating and/or failing to comply with the requirements set out in this clause shall result in the consequences described in the Contract.
- 19.3. The Provider is aware that AB "Ignitis grupė" has issued financial instruments that are admitted to trading on the regulated markets of NASDAQ OMX Vilnius and the London Stock Exchange. Considering the above, AB "Ignitis grupė" acts as an issuer that is subject to, among other Legislation requirements, provisions of the Market Abuse Regulation (EU) No 596/2014. Since the issuer disposes inside information, all the persons who have access to it are prohibited to abuse it when trading financial instruments of AB "Ignitis grupė" or provide such information to any person who does not have the right to access it. The Provider hereby acknowledges and confirms that it and its employees are familiar with the aforementioned regulation and agree on all accounts to comply with the provisions of the Market Abuse Regulation (EU) No 596/2014, including, if applicable, the obligation to compile an insider list and present it immediately to the Buyer when necessary.
- 19.4. If it turns out that the representation(s) and/or statement(s) of the Parties referred to in this Contract are false and/or misleading, the Party shall compensate the other Party for the losses incurred due to such false and/or misleading representation(s)/statement(s).

20. RIGHTS AND OBLIGATIONS OF THE PARTIES

- 20.1. The Parties hereby undertake to act in accordance with the principles of justice, reasonableness, fairness and mutual benefit, and to provide each other with the necessary information and assistance on all organisational and administrative issues to ensure that the Contract is properly executed and the objectives set out in the Contract are achieved.
- 20.2. **The Buyer hereby undertakes:**
- 20.2.1. to execute the Contract according to the terms and conditions provided in the Contract and the requirements set forth in the Legislation;

- 20.2.2. during the execution of the Contract, to cooperate with the Provider by providing information that is reasonably necessary to execute the Contract, where the need for such information arose during the execution of the Contract;
- 20.2.3. after the Provider properly fulfils the contractual obligations, to accept the Services and Goods provided and pay for them, provided that they meet the requirements specified in the Contract;
- 20.2.4. to grant the necessary authorisations to the Provider to operate on behalf of the Buyer (if such authorisations are needed);
- 20.2.5. to duly fulfil other obligations provided for in the Contract.
- 20.3. **The Buyer shall have the right:**
 - 20.3.1. to ensure the proper, fair fulfilment of the Provider's contractual obligations throughout the duration of the Contract as well as to penalties and compensation of losses if the Provider fails to fulfil the contractual obligations and/or violates the Legislation requirements;
 - 20.3.2. after giving notice 5 Working Days in advance, to carry out inspections of the Provider (and the entities engaged by it) or to require the submission of a written report on the fulfilled obligations or other documents that prove the proper execution of the Contract and/or qualifications, competences, other capacities of the entities related to the execution of the Contract or involved in the Contract. A refusal to provide the report, other required documentation or delay in doing so for more than 30 Days from the deadline indicated in the Buyer's request to submit the report, the documents or to allow to carry out the inspections shall be regarded as a refusal to execute the Contract;
 - 20.3.3. during the provision of Services and/or supply of the Goods, upon a written and reasoned request, require the replacement of the Provider's employee, specialist, persons engaged or managing personnel if the Buyer believes that this person threatens national security, security of the performance of the Contract and/or is not sufficiently diligent or fulfils their obligations inadequately and/or does not meet the place of origin requirements set out in the Procurement Conditions;
 - 20.3.4. to submit comments on the performance of the Contract, which shall be considered by the Provider. Submission of comments that are related to the obligation of the Buyer to control the execution of the Contract and/or ensure the proper fulfilment of the Provider's obligations shall not be considered as a basis for extending the deadlines;
 - 20.3.5. to request the State Labour Inspectorate to provide information on accidents related to the Provider's employees during the relevant period if the Provider fails to provide the necessary information on possible TRIR events in accordance with the procedure laid down in the Contract;
 - 20.3.6. to receive all the information related to the execution of the Contract;
 - 20.3.7. to exercise other rights of the Buyer provided for in the Legislation.
- 20.4. **The Provider hereby undertakes:**
 - 20.4.1. to perform the Contract in a proper and fair manner;
 - 20.4.2. to execute the Contract, provide the Services and transfer the Goods within the deadlines specified in the Contract, as well as to eliminate any identified deficiencies; to ensure the quality of Services and Goods and elimination of deficiencies within the deadlines set forth in the Contract throughout the Warranty Period, including the cases when the Contract expires or is terminated before the expiry of the Warranty Period;
 - 20.4.3. to render/supply high-quality Services and Goods that meet the requirements of the Procurement Conditions in accordance with the deadlines and procedure established in the Contract;
 - 20.4.4. the Provider shall not be entitled to require the Buyer to provide documents and/or human resources for the performance of the Contract if this has not been provided for in the Procurement Conditions or in a document (e.g., schedule, plan, etc.) agreed by the Parties. However, the Provider shall have the right to require the Buyer to provide documents and/or human resources which were not specified in the Procurement Conditions if the Buyer agrees to it and it has no impact on and does not alter the Contract performance deadlines established for the Provider;
 - 20.4.5. to obtain at its own expense any equipment and labour required for a proper performance of the Contract, unless the Technical Specifications provide otherwise;
 - 20.4.6. to assume the risk of accidental loss or damage to the Services and Goods or part thereof before the date the Certificate is signed;
 - 20.4.7. when transferring Services and Goods, to submit to the Buyer all the necessary documentation in the language specified in the Procurement Conditions, including instructions on their use and maintenance, and consult the Buyer free of charge on other issues related to the contractual obligations of the Provider, unless a separate consulting rate is specified in the Procurement Conditions;
 - 20.4.8. to ensure that the Contract is performed by persons who do not have any grounds for exclusion specified in the Procurement Conditions, who have the qualifications required by the

- Procurement Conditions and meet the national security and place of origin requirements (if such requirements were set out in the Procurement Conditions) as well as the economic evaluation criteria, provided that they were applied in the Procurement;
- 20.4.9. to immediately inform the Buyer in writing of any circumstances that hinder or may hinder the Provider to provide the Services and/or supply the Goods within the deadlines and according to the procedure set out in the Contract;
- 20.4.10. to ensure the compliance with occupational safety, fire safety, environmental protection, personal data and other requirements set forth by the Legislation applicable to provision of the Services and/or supply of the Goods; to bear pecuniary liability for failing to comply with these requirements to the Buyer or Third Parties, or the employees of and the persons related to the Provider;
- 20.4.11. to take into account the Buyer's grounded comments and additional information submitted during the performance of the Contract, if any;
- 20.4.12. considering that when executing the Contract, it operates as a professional market participant, it shall assume all liability related to any claims or losses resulting from the actions or negligence of the Provider or violation of the Legislation and must compensate for damages incurred by the Buyer and/or the Third Parties and losses suffered by them due to the Provider's fault/irresponsible actions or inaction, including violation of the Legislation, unauthorised use of patents, trademarks, other intellectual property objects or violation of any persons' rights. The Provider shall bear pecuniary liability for the damage caused by deficiencies in the Goods and/or Services during the Warranty Period;
- 20.4.13. to guarantee the Buyer and/or Third Persons the indemnification of damages if, during the performance of the Contract, the Provider or its specialists, employees, persons engaged destroy or otherwise damage the property of the Buyer or Third Parties, or cause damage to health, life and/or if the Provider or its specialists, employees, engaged persons fail to comply with the requirements of the Legislation in force in the Republic of Lithuania, and if any claims are filed or any proceedings are initiated against the Buyer and/or Third Parties as a result;
- 20.4.14. to ensure the confidentiality and security of the information received from the Buyer during the performance of the Contract and related to the performance of the Contract; if necessary, to sign additional confidentiality commitments when signing and/or during the performance of the Contract;
- 20.4.15. to get acquainted and comply with the provisions of the Anti-Corruption Policy (hereinafter – the Policy) and the Supplier Code of Ethics (hereinafter – the Code) approved by the Management Board of AB “Ignitis grupė” that establish the norms of good business practice, ethics and conduct in relations with the Buyer and Third Parties engaged for the performance of the Contract. You can get acquainted with the Policy and the Code and/or amendments thereto at: <https://ignitisgrupe.lt/en>. The Provider shall ensure that the requirements of this clause are followed by both the Provider and the employees of the Third Persons it engages for the performance of the Contract, members of management and supervisory bodies and other representatives;
- 20.4.16. to immediately inform the Buyer about any circumstances arising throughout the duration of the Contract that may result in the Contract or the Provider failing to comply with the Codes, the Policy, national security, origin and corruption prevention requirements, economic and other international sanctions as well as Legislative requirements for protecting public interests, about legal disputes and proceedings relating to property (including administrative proceedings initiated by public authorities) or any other circumstances that may impact the fulfilment of the Contract's terms and conditions;
- 20.4.17. to not use the Buyer's and other Companies' mark(s) and/or name in any of its advertisements, publications or elsewhere without a prior written consent of the Buyer;
- 20.4.18. to adhere to the following environmental requirements: reduce paper use, avoid unnecessary copying and printing of documents, technical documentation, reports and/or other documents prepared in relation to the performance of the Contract, certificates of transfer and acceptance of the Goods and/or Services must be submitted to the Buyer only in electronic format, and the final versions of the technical documentation and/or other documentation which must be signed, including the certificates of transfer and acceptance of the Goods and/or Services, must be signed by an electronic signature. In exceptional cases, documents related to the performance of the Contract may be submitted as hard copies, provided that such format is mandatory under the Legislation and/or the Buyer establishes such requirement. When printing is necessary, recycled paper that complies with the requirements approved by the current version of Order No. D1-508 of the Minister of the Environment of the Republic of Lithuania of 28 June 2011 “On the approval of the procedure for the application of environmental protection criteria in green procurement” shall be used;

- 20.4.19. to submit Invoices in accordance with the procedure and measures established in the Legislation;
- 20.4.20. to execute the Contract while ensuring compliance with the general rules for the installation of electrical equipment, the fire safety, hygiene, occupational safety, environmental and other statutory requirements as well as ensure optimal and professional work organisation, safe operation of the equipment and use of the results of the work for the purpose for which they are intended, and ensuring that the property of the Buyer or Third Parties is not damaged or their legitimate interests are not violated. The Provider shall undertake to make it possible for the Buyer to inspect at any time how the Provider, subcontractors and their employees comply with the requirements set out in this clause;
- 20.4.21. when the Services are being provided on the Buyer's territory or site, to provide information on the hours worked by the Service Provider's employees for each current month by the 10th Day of the following month, either by submitting the data using the email address specified in the SP of the Contract, or by completing a Health and Safety Declaration; in an event where the Service Provider's employee suffered damage to health during the performance of the Contract, to immediately submit the data about this to the person responsible for the performance of the Contract via the email specified in the SP of the Contract and, after investigating, to share the root causes of the TRIR event and the planned corrective actions to avoid similar events in the future; if Subcontractors are engaged for the performance of the Contract, to provide the information on Subcontractors referred to in this clause. to ensure that the Subcontractor gives the Buyer the right to obtain information on accidents involving the Subcontractor's employees for the relevant period from the State Labour Inspectorate if the Provider fails to provide, in accordance with the procedure set out in the Contract, the necessary information on injuries to the Subcontractor's employees that could be considered as TRIR events;
- 20.4.22. to ensure compliance with the requirements of the Procurement Conditions throughout the duration of the Contract, including national security interests and place of origin requirements, provided that such requirements were specified in the Procurement Conditions;
- 20.4.23. to introduce its employees to the information about the purpose of the Buyer's Trust Line and the possibility to report violations anonymously and confidentially, as specified in clause 20.5.5 of the GP of the Contract;
- 20.4.24. to properly fulfil other obligations specified in the Contract and in the effective Legislation;
- 20.5. **The Provider shall have the right:**
 - 20.5.1. to receive the remuneration specified in the Contract for providing and transferring the Services and Goods to the Buyer in a timely, proper and high-quality manner;
 - 20.5.2. to obtain from the Buyer all the information necessary for the proper provision of Services and execution of this Contract;
 - 20.5.3. to require the Buyer to accept the transferred Services and supplied Goods ordered by the Buyer that meet the requirements of the Contract and to sign the Certificate;
 - 20.5.4. to require the Buyer to fulfil other contractual obligations in a proper and timely manner;
 - 20.5.5. to report anonymously and confidentially any legal violations committed by the employees or business partners of Ignitis Group that threaten or violate the public interest (including, but not limited to, corruption-related legal violations, violations of labour law (e.g., failure to perform or improper performance of employees' duties, violations of health and safety Legislation, cases of violence and harassment)), and to ensure the prevention and disclosure of such violations via email pasitikejimolinija@ignitis.lt (or via other contact details of the Trust Line listed on the Ignitis Group's website). More information about the Trust Line is available on Ignitis Group's website.
- 20.6. Other commitments, rights and obligations of the Buyer and the Provider are defined in the effective Legislation of the Republic of Lithuania and the SP of the Contract (if defined).

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1. All results created under the Contract and related rights acquired during the performance of the Contract, including intellectual property rights, except for moral rights to the results of the intellectual activity, shall be the property of the Buyer, transferable to the Buyer from the moment of transfer of the result of the Contract without any limitation, and the Buyer may use, publish, dispose or transfer it to Third Persons without a separate consent of the Provider's in perpetuity and without additional fees.
- 21.2. The Buyer shall have a right to use the procured Procurement Object without any additional fees, territorial limitations, for an indefinite period of time and in cases, where intellectual property rights were acquired prior to the performance of the Contract and are owned by the Provider. The Buyer shall have the right to use such copyright objects created during the performance of the Contract at its own discretion for purposes of activities carried out by the Buyer and other Companies, including for other purposes, for an infinite period and without any additional fees. The Buyer shall have the right to use

the copyright objects created on the basis of the Contract both in Lithuania and abroad without any additional fees.

- 21.3. The economic rights to the copyright objects created during the execution of the Contract shall be transferred to the Buyer for the entire duration of the economic rights to the copyright objects established by the Legislation, starting from the moment of signing the Certificate.
- 21.4. Any documents related to the Contract, except for the Contract itself, are the property of the Buyer and, after fulfilling its obligations, the Provider, upon the Buyer's request, must return them to the Buyer (along with all their copies), except for the documents which are publicly available or which confirm payments by the Parties.
- 21.5. The text of the Contract, except for the documents and data which identify the Provider drawn up unilaterally by the Provider, shall be considered as the Buyer's original work. The procedures related to signing and performance of this Contract are the Buyer's best practices. The Provider shall only be granted non-exclusive, fixed-term rights to use the text of the Contract for the purposes of performing this Contract only. Any other use of the text of this Contract and/or the experience acquired while the Buyer was carrying out the Contract conclusion and performance procedures in the activities of the Provider shall be allowed only with prior written consent of the Buyer.
- 21.6. The Provider hereby guarantees the indemnification of losses to the Buyer (including litigation costs) for any claims related to violation or suspected violation of intellectual property rights (including the defence in case of suspected violation), except for cases where such violation (suspected violation) is the Buyer's fault.
- 21.7. If the Provider uses the work of other authors during the performance of the Contract to create copyright objects, or other persons are engaged by the Provider to create the copyright objects during the performance of the Contract, the Provider shall be fully responsible both to the Buyer and to the engaged persons for the legality of the use and transfer to the Buyer of their work and other material used for the production (creation) of copyright objects established during the performance of the Contract. The Provider shall assume full liability for any claims or lawsuits arising from the relations with the authors and other Third Parties in respect of any violation of copyrights related to the copyright objects transferred during the performance of the Contract and shall undertake to indemnify the Buyer any losses incurred as a result.
- 21.8. The Provider shall immediately notify the Buyer of any claims or other lawsuits brought against it in respect of violation or suspected violation of any intellectual property rights related to the Contract.
- 21.9. The Provider shall not be entitled to sell the copyright objects (including their draft versions) created under the Contract, to transfer them in any other way, to disclose them to Third Parties, to disseminate/demonstrate such objects (components thereof) and/or to use the economic rights to the copyright objects (including their draft versions) created under of the Contract established by the Legislation in any other way without prior written consent of the Buyer.
- 21.10. This Contract does not constitute consent to use the trademarks and/or name(s) owned by the Buyer and/or AB "Ignitis grupė" and/or a Company, and the use of the trademarks and/or name(s) owned by the Buyer and/or AB "Ignitis grupė" and/or a Company shall be prohibited/not allowed in any scope and for any purpose throughout the duration and after the end of the Contract to the extent not defined in this Contract and not necessary to fulfil the obligations set out in the Contract. The use of the trademarks and/or name(s) owned by the Buyer and/or AB "Ignitis grupė" and/or the Company shall be permitted only with the prior written consent of the Buyer or AB "Ignitis grupė" or a respective company regarding the use of a specific trademark and/or name, which shall outline specific procedure and conditions for using the trademark and/or name.
- 21.11. When using a trademark owned by the Buyer and/or AB "Ignitis grupė" and/or a Company with prior written consent, the Provider shall not be entitled to modify the graphical design of the trademark (change its shape, content, add text or symbols, alter existing elements, incorporate another logo, change contrast, colours, proportions, etc.).
- 21.12. If the Buyer determines that the Provider uses the trademarks and/or name(s) owned by the Buyer and/or AB "Ignitis grupė" and/or a Company without prior written consent of the Buyer and/or AB "Ignitis grupė" and/or a Company, or otherwise violates the trademark rights of the trademark owners, the Buyer shall send a Notice to the Provider with the information about the act of violation and shall set a deadline for eliminating the violation. If the Provider fails to eliminate the violation within the deadline specified by the Buyer, the Buyer shall have the right to protect its rights as the owner/legitimate user of the trademark(s) and/or name(s) in accordance with procedure set out in the Legislation and to claim compensation for damages.

22. LIABILITY OF THE PARTIES

- 22.1. The Parties shall be liable for failure to fulfil or improper fulfilment of their obligations under this Contract, i.e., if a Party violates this Contract, in accordance with the procedure set out in the Legislation and this

- Contract. If a Party violates this Contract, the other Party shall be entitled to exercise any lawful means which are established in the Legislation and this Contract to protect its rights.
- 22.2. Paying penalties shall not relieve the Party that violated the Contract from proper fulfilment of its contractual obligations and compensation of losses to the injured Party. Penalties shall apply based on the amounts specified in the Contract, excl. VAT.
 - 22.3. Losses shall be compensated in accordance with the terms and conditions specified in the SP of the Contract and/or Technical Specifications. A Party seeking for compensation of losses shall submit a written reasoned claim. If a claim for the compensation of losses incurred has been submitted, the penalties shall be included in the amount of losses.
 - 22.4. When Procurement Conditions specify the requirements for the quality of the Services and/or Goods, the Provider's Tender specifies the values proving compliance with these requirements, the most economically advantageous Tender of the Procurement was selected based on the price (or cost) and quality ratio, and the Provider was awarded points for compliance with the relevant requirements, failure to meet and/or comply with the specified requirements shall be considered as performance of the Contract with significant or persistent deficiencies, for which the Provider shall undertake to pay a fine of 1 percent of the value of the Contract, but in any case not less than EUR 1,000.00, excluding VAT, and to compensate the other Party for all losses incurred, to the extent that they are not covered by the established fine.
 - 22.5. The terms and conditions of the Contract shall be deemed to have been executed with significant or persistent deficiencies if, during the performance of the Contract, the following deficiencies as the following:
 - 22.5.1. if a single deadline is set for the supply of Goods and/or rendering of Services, and the Provider is late to deliver the Goods and/or render the Services for a period longer than one third of the deadline set for supplying the Goods and/or rendering the Services, a fine of 3 percent of the value of the Contract shall apply;
 - 22.5.2. if the Goods and/or Services are acquired based on Orders, and the deficiencies in the Goods and/or Services and/or delays in the delivery of the Goods and/or Services occur more than 7 times, a fine of 2 percent of the value of the Contract shall be applied for each subsequent occurrence (counting from the 8th occurrence onwards);
 - 22.5.3. in the case of other grounds specified in clause 26.5 of the GP of the Contract.
 - 22.6. The deficiencies in the Services and/or Goods shall be eliminated at the expense of the Provider, in accordance with the procedure and within the deadlines set out in the Technical Specifications and the Contract. Penalties for failure to eliminate deficiencies within the specified period shall apply after the provision of Services and/or the transfer of Goods, once the Parties have signed the Certificate, and during the Warranty Period of the Services and/or Goods. If any deficiencies are found prior to signing the Certificate (e.g. during testing), they shall be eliminated at the expense of the Provider within the deadline specified in the Technical Specifications. If the Provider is late, the penalties for being late to eliminate deficiencies shall not apply, but in such a case, the penalties shall apply for the delay in rendering high-quality Services and/or transferring/installing/delivering high-quality Goods that meet all the requirements of the Procurement Conditions within the time limit set out in the Contract.
 - 22.7. The Parties hereby confirm that they are aware that a public procurement contract is being awarded and that the public interest is presumed. The penalties specified in the Contract are therefore considered fair and reasonable. The Provider is aware that it has won the public procurement tender in good faith, therefore, it undertakes to comply with contractual obligations, not to alter the terms and conditions of the Contract with its actions and to pay penalties for failing to fulfil the obligation(s) set out in the Procurement Conditions, including the Contract.
 - 22.8. A Party shall compensate the injured Party for all direct losses incurred due to the failure of the other Party or the persons related to it (Subcontractors, Economic Entities, Third Parties, employees, etc.) to properly fulfil the contractual obligations and/or due to negligence, recklessness or illegal actions/inaction. Any agreement between the Parties to exempt them from or limit their liability for the losses (damages) caused by the intentional or gross negligence of one of the Parties shall be invalid. It shall be prohibited to limit or exclude civil liability for personal injury, loss of life or non-pecuniary damages.
 - 22.9. The penalties (if not offset) and/or accrued losses that must be paid by a Party under the Contract shall be paid to the other Party within 30 Days from the date when an Invoice to pay for them or another document with a claim for the compensation of penalties and/or losses was received. In the event of any disputes regarding the amount of losses, the Parties shall resolve the dispute by negotiating. Failing to come to an agreement, the dispute shall be resolved by the court of the Republic of Lithuania in accordance with the procedure established in the Contract.
 - 22.10. In the absence of grounds for withholding payment, if the Buyer fails to pay the Provider for the Services rendered in a proper manner and/or high-quality Goods accepted within the period specified in the SP of the Contract, the Buyer shall pay, upon the Provider's request, a default interest of 0.05 per cent of

- the amount not paid on time for each Day of delay. Inadequate fulfilment of contractual obligations by the Provider (at least one of them under the Contract) shall be deemed as grounds for withholding.
- 22.11. The end of the Contract shall not extinguish the right of the Parties to claim the compensation of losses incurred due to failure to execute and/or improper execution of the Contract and penalties.

23. CIRCUMSTANCES INVOLVING *FORCE MAJEURE*

- 23.1. Either Party shall be exempted from liability for failing to fulfil or improper fulfilment of its contractual obligations if it proves that such failure to fulfil or fulfil properly was caused by the circumstances involving *force majeure*, which the Party could not have controlled and reasonably foreseen when concluding the Contract and could not have prevented such circumstances or their consequences. The inability of a Party to execute the Contract in a proper and timely manner due to the lack of necessary financial resources or the Party's (debtor's) contractors violating their obligations, or the Party losing its customers and/or market or demand for goods shall not be considered as *force majeure*.
- 23.2. The hereby Parties agree to treat the circumstances involving *force majeure* as they are regulated in the Article 6.212 of the Civil Code of the Republic of Lithuania and the Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996 "On the approval of the rules of exemption from liability under the circumstances involving *force majeure*".
- 23.3. A Party which is unable to fulfil its contractual obligations due to the circumstances involving *force majeure* must notify without delay, but no later than within 5 Working Days from the moment it became aware or should have been aware of such circumstances, the other Party thereof in writing and detail the circumstances involving *force majeure* as well as the contractual obligations it will be unable to fulfil. If both Parties acknowledge that the circumstances involve *force majeure*, the fulfilment of contractual obligations shall be deemed justifiably suspended until the above circumstances cease. If the other Party does not receive such Notice within a period of 5 Working Days after the Party which stopped executing the Contract has or ought to have become aware of the circumstances involving *force majeure*, the latter Party shall compensate the other Party for the losses related to the absence of such notice or the Notice received after the deadline established in the Contract. If a Party fails to notify the other Party about the circumstances involving *force majeure* in due time, it may not rely on them as a basis for exemption from liability for non-performance of the Contract. The notice must contain:
- 23.3.1. The circumstances involving *force majeure* which led to failure to fulfil a specific obligation in accordance with the deadlines and/or procedure set forth in the Contract.
- 23.3.2. all the available evidence supporting the circumstances involving *force majeure* held by the Party that has experienced the circumstances involving *force majeure*. If the Party experiencing the circumstances involving *force majeure* receives any additional evidence supporting the circumstances involving *force majeure* after the date the Notice was submitted to the other Party, all such evidence must be provided to the other Party as soon as practicable.
- 23.3.3. The start and planned (expect) end of the circumstances involving *force majeure*.
- 23.3.4. the impact of the *force majeure* on the Party's ability to meet the specific condition of the Contract as well as ability to meet other conditions of this Contract.
- 23.4. Under the circumstances involving *force majeure*, the Party shall be exempted from fulfilling its contractual obligations for the entire period when such circumstances exist. If a Party is not fulfilling its contractual obligations due to the circumstances involving *force majeure* for more than 2 months, the other Party shall have the right to terminate or suspend the Contract while notifying the Party that is not executing the Contract about it in writing.
- 23.5. After the end of the circumstances involving *force majeure*, the Party that was unable to fulfil its contractual obligations due to the circumstances involving *force majeure* must notify the other Party thereof without delay, but no later than within 3 Working Days, and resume the fulfilment of its contractual obligations, unless otherwise agreed by the Parties. A Party which has failed to notify about the end of the aforementioned circumstances and/or failed to resume the fulfilment of its contractual obligations in accordance with the procedure laid down in this clause must compensate the other Party for any losses related to the absence of such a Notice.
- 23.6. Termination or suspension of the Contract shall not extinguish the obligation to pay for the contractual obligations fulfilled prior to the termination or suspension of the Contract and the other Party's right to claim compensation for penalties and losses resulting from the failure to perform or properly perform the Contract prior to the materialisation of the circumstances involving *force majeure*.

24. CONTRACT SECURITY

- 24.1. The provisions of this section shall apply if the SP of the Contract establishes that the Provider must submit a Contract security in order to ensure proper execution of the Contract (hereinafter – the Contract Security).

- 24.2. The Provider shall provide the Buyer with the Contract Security in the amount specified in the SP of the Contract and all accompanying documents (originals) no later than within 10 Working Days from the date of signing the Contract, which shall be valid for at least the duration of the Contract, unless otherwise specified in the SP of the Contract. If the Contract duration is longer than 1 year, the Provider shall have the right to provide a Contract guarantee that is valid for 1 year, but shall be obliged to extend the term of the Contract guarantee or provide a new Contract guarantee no later than 5 Working Days before the expiry of the Contract guarantee. The amount of the Contract Security shall remain the same throughout the duration of the Contract Security; if the amount of the Contract Security is withdrawn partially or in full under the Contract, the Provider shall provide the Buyer with a new Contract Security or supplement the current one within 10 Working Days at its own expense. If the Contract Security may expire during the validity of the Contract, the Provider must, at least 5 Working Days before the Contract Security expires, provide a new Contract Security or extend the duration of the current Contract Security for at least 6 months. The contents of the renewed insurance or Contract Security may not be modified or supplemented and shall be extended every 6 months until the complete fulfilment of contractual obligations. In all cases, the Contract Security must be equal to the security amount referred to in the SP of the Contract and must remain valid without interruption throughout the duration of the Contract, unless otherwise specified in the SP of the Contract.
- 24.3. The Service is aware that the Contract Security ensures the proper fulfilment of the Provider's contractual obligations and is mandatory in this Procurement, therefore, it understands and accepts the consequences related to improper fulfilment of the obligations under section 24 of the GP of the Contract: if the Provider, in accordance with the procedure and deadlines specified in clause 24.2 of the GP of the Contract, fails to provide/extend the Contract Security or renew it because the Buyers has used the Contract Security and is late to provide/extend the Contract Security for more than 10 Working Days from the date specified in clause 24.2 of the GP of the Contract, the Provider, at the first request of the Buyer, shall undertake to pay the Buyer a fine in the amount specified in clause 26.6 of the GP of the Contract. If the violation is not eliminated for more than 30 Days from the Buyer's first request, the Contract may be terminated due to a material breach of the Contract.
- 24.4. The Contract Security shall be submitted in the currency used for settlements between the Parties – euro – unless the SP of the Contract provides for otherwise.
- 24.5. If a bank guarantee is provided as Contract Security, the Contract shall be secured by an unconditional and irrevocable guarantee issued by a bank registered in the Republic of Lithuania or in another Member State of the European Union or in a State of the European Economic Area, or by another international bank with a long-term borrowing rating of at least 'BBB' according to Fitch Ratings agency (or an equivalent of Standard&Poor or Moody's rating agencies) in accordance with the established procedure and the approved rules. The rating must be matched by the bank which has issued the guarantee or the group of companies to which it belongs.
- 24.6. The Contract Security must state that the issuer of the Contract Security unconditionally and irrevocably undertakes to pay the Buyer the amount that does not exceed the amount specified in the Contract Security within 7 Working Days from the first written Notice of the Buyer to the issuer of the Contract Security about the Provider's violation of the obligations established in the Contract, partial or total failure to fulfil them or improper fulfilment thereof. The issuer of the Contract Security shall not be entitled to demand the Buyer to justify its claim. The Buyer shall notify the issuer of the Contract Security that the Buyer is entitled to the amount of the Contract Security because the Provider has failed to meet the conditions of the Contract in part or in full or has otherwise violated the Contract. The Buyer shall not undertake to prove the actual losses incurred and the Provider, by signing the Contract and providing the Contract Security, confirms that the amount of the Contract Security constitutes minimum losses of the Buyer requiring no proof.
- 24.7. After the Provider completely fulfils its obligations under the Contract, the Buyer shall return the Contract Security to the Provider (in case the paper original version was submitted) no later than within 10 Days from the receipt of a written request of the Provider or issuer of the Contract Security, which shall be sent at the contact details specified in Annex No 1 to the SP of the Contract.

25. AMENDING THE CONTRACT

- 25.1. Terms and conditions of the Contract may not be amended throughout the duration of the Contract, except for the terms and conditions the amendment of which has been explicitly stipulated in the Contract alongside the revision procedure and/or the cases it is allowed pursuant to the provisions of the LPP, the LP. Amendments to the Contract shall be made in writing.
- 25.2. Technical changes (for example, mistakes made by the Parties, names, account numbers, other details, etc.) shall not be considered changes to the terms and conditions of the Contract. A Party shall inform in writing in advance about the amendments of technical nature, a separate confirmation of the other Party shall not be provided. In order to avoid any doubt, the Parties hereby agree that, after the Parties meet the conditions provided for in this clause, a separate agreement regarding the Contract

- amendment shall not be concluded, and a Notice of one Party provided to the other Party on the Contract amendments of technical nature shall be added to the Contract and considered an integral part thereof.
- 25.3. Amendments to the terms and conditions of the Contract, if amendment grounds have been established in the Contract and/or Legislation, may be initiated by each Party by submitting to the other Party a respective request and the documents supporting thereof. A Party, having received such request, shall examine it within 20 Days and submit a reasoned written response to the other Party. In case of a dispute between the Parties, the Buyer shall be entitled to make the decision.

26. TERMINATING THE CONTRACT

- 26.1. The Contract may be terminated by a written mutual agreement of the Parties.
- 26.2. The Buyer shall have the right to terminate the Contract by notifying the Provider thereof in writing 60 Days before the moment of termination.
- 26.3. The Provider shall have the right to terminate the Contract by notifying the Buyer thereof 6 months before the moment of termination of the Contract.
- 26.4. When terminating the Contract in accordance with the procedure set forth in clauses 26.2 and/or 26.3 of the GP of the Contract, sanctions and a claim to indemnify losses due to termination of the Contract shall not apply to the Party terminating the Contract, but this shall not relieve the Parties from the obligation to pay for the Services duly rendered and/or the Goods duly transferred, to pay the accrued penalties and losses incurred before the moment of termination.
- 26.5. If the Provider has materially breached the Contract and has failed to eliminate the deficiencies, within the notification period specified in this clause, the Buyer shall have the right to terminate the Contract unilaterally without recourse to court by notifying the Provider thereof in writing 10 Days in advance. A breach of the Contract by the Provider shall be considered material and/or that the conditions of the Contract are met with major or persistent deficiencies if:
- 26.5.1. during the performance of the Contract, deficiencies in Services and/or Goods are discovered and the Provider is late to eliminate the deficiencies for more than 60 Days after the expiration of the deadline for eliminating the deficiencies set in the SP of the Contract, unless the Provider is exempted from penalties;
 - 26.5.2. the Provider refuses to execute Orders or the Contract for more than 2 times throughout the duration of the Contract;
 - 26.5.3. the Provider fails to comply with the deadlines for executing the Contract set out in the SP of the Contract (at least one deadline) and the delay from the established deadline is more than 60 Days, unless the Provider is exempted from penalties;
 - 26.5.4. qualifications of the Provider, including grounds for exclusion, no longer complies with the requirements of this Contract (at least one non-compliance of the Provider, Economic Entity or its specialist, Third Person, Subcontractor) and these non-compliances have not been rectified within 30 Days from the date of submission of a request/call;
 - 26.5.5. the Provider violates the provisions of the Contract governing competition and the management of intellectual property or confidential information;
 - 26.5.6. the Provider, including any person related to the Provider, provides or offers (directly or indirectly) any employee of the Buyer or another Company any benefit in a form of an object, pecuniary compensation, commissions, services or other material or immaterial benefits as an incentive or reward for performing any action related to the Procurement or the Contract or refraining from performing thereof, or for showing favour or disfavour, or refraining from showing thereof (bribe) to any person related to the Contract;
 - 26.5.7. there are other circumstances specified in the LPP; the LP and/or the Civil Code of the Republic of Lithuania.
- 26.6. If the Contract is terminated due to the circumstance(s) referred to in clause 26.5 of the of the GP of the Contract or the Provider terminates the performance of the Contract without cause while failing to follow the procedure established in the Contract, the Provider shall undertake to pay the Buyer a fine in the amount of 5 per cent of the outstanding Total Contract Price, excluding VAT, and indemnify the losses incurred by the Buyer.
- 26.7. The Provider shall accept the risk that, if the Contract is terminated on the basis of clause 26.5 of the Contract, or if the Buyer decides to fine the Provider pursuant to clause 22.6 of the Contract, the Provider shall be included in the List of Unreliable Contractors in accordance with the procedure laid down by the Legislation in force in the Republic of Lithuania.
- 26.8. The Buyer shall have the right to terminate the Contract unilaterally without recourse to court by notifying the Provider thereof in writing 10 Days in advance if it is determined that the Provider poses a threat to national security or if a bankruptcy or restructuring case has been initiated or filed against the Provider, or if the bankruptcy process is being carried out outside of the judicial procedure, or if compulsory liquidation or creditor settlement procedures have been initiated, or if it subject to analogous procedures under the laws of the country where it is registered, or if the Buyer becomes aware of any other

- compulsory enforcement of the Provider's creditors' rights that could significantly affect the Provider's ability to continue executing the Contract and/or if there are other grounds specified in the directives of the European Parliament and Council, including crimes defined in the European Union Legislation.
- 26.9. The Buyer shall have the right to terminate the Contract unilaterally without recourse to court by notifying the Provider thereof in writing 10 Days in advance when the Government of the Republic of Lithuania passes a resolution in accordance with the procedure set out in the Law on the Protection of Objects of Importance to Ensuring National Security of the Republic of Lithuania, which confirms that the Contract does not meet the interests of national security. The deadline for notifying about the Contract termination shall not apply or a different notification deadline shall apply if the resolution of the Government of the Republic of Lithuania and/or decision of the Commission for Coordination of Protection of Objects of Importance to Ensuring National Security provides for a different deadline for notifying or terminating the Contract.
- 26.10. The Buyer shall have the right to terminate the Contract unilaterally without recourse to court by notifying the Provider thereof in writing 10 Days in advance if it is determined that the Provider and/or employees, management and supervisory body members and other representatives of the Economic Entities, Subcontractors, Third Persons engaged for the performance of the Contract have failed to comply with the provisions of the latest wordings of the Anti-Corruption Policy and the Supplier Code of Ethics approved by the decisions of the Management Board of AB "Ignitis grupė", which establish the norms of good business practice, ethics, and conduct.
- 26.11. Upon termination (or expiry) of the Contract, regardless of the grounds thereof, the Parties shall undertake:
- 26.11.1. to take all measures to reduce the losses incurred by them as a result of termination of the Contract;
- 26.11.2. within 10 Days from the date of receipt of the Notice on the Contract termination, to provide the other Party with all documents necessary for settlement under the Contract (for actually provided high-quality Services / transferred high-quality Goods and/or accrued penalties and losses before the termination date);
- 26.11.3. to sign the Certificate regarding the transferred Services and Goods (provided that, before the date of termination of the Contract, Goods were transferred and accepted);
- 26.11.4. after signing the Certificate, to settle within the deadlines specified in the Contract for the high-quality Services provided and the high-quality Goods transferred before the termination of the Contract. Termination of the Contract shall not release the Provider from the obligation to return any amounts received for the performance of the Contract that exceed the price of the Services and/or Goods actually rendered and transferred. The termination of the Contract shall not relieve the Parties from the sanctions imposed on them or the obligations to indemnify the losses of the injured Party or Third Parties related to improper fulfilment of contractual obligations within a deadline set forth in the Contract. If the Provider is late to return the funds to/indemnify the losses of the Buyer within 30 Days from the claim, it shall be subject to paying a default interest which the Buyer would have to pay for the delay in settling with the Provider.
- 26.12. The confidentiality, mutual settlement, indemnification and other similar obligations set forth in the Contract shall remain in force even after the end of duration of this Contract.
- 26.13. If the circumstances referred to in clause 19.2.4 of the GP of the Contract come to light, the Buyer, after receiving information about the inclusion of the Entities in the Sanctions Lists and/or the allegations made against an Entity regarding money laundering, terrorism financing or tax fraud activities, shall be entitled to suspend the performance of the Contract throughout the duration of sanctions or unilaterally terminate the Contract by notifying the Provider in writing within 1 Working Day from the date of dispatch of the Notice of suspension or unilateral termination of the Contract. If the Contract is terminated or its performance is suspended based on the grounds stipulated in this clause of the Contract, the Parties shall not be obliged to pay each other fines, compensate for damages or pay any other type of compensation related to the termination or suspension of the Contract, except for the cases specified in the Contract.

27. CONFIDENTIAL INFORMATION

- 27.1. The Parties hereby agree to keep the Contract, excluding the fact of its conclusion and mandatory the information that must be disclosed under the Legislation, and all the information transferred to each other based thereon or learned/recorded/filmed, etc. in other ways during the performance of the Contract confidential indefinitely, regardless if the information was relayed orally or in writing. The Parties hereby agree not to disclose confidential information to any Third Party without prior written consent of the other Party and not to use confidential information for personal or Third Party needs, except for cases when such information must be disclosed according to the procedure set out in the LPP, the LP or other Legislation, or must be disclosed to a legal, finance or a different specialist/advisor, or a loan provider.

- 27.2. All the information provided by the Buyer to the Provider as well as the information created/learned during the performance of the Contract shall be considered confidential, except for the publicly available information and Procurement Conditions; in all other cases the Buyer must confirm in writing that certain information provided by it is not confidential.
- 27.3. The Party that violates the obligation of confidentiality specified in the Contract, on the basis of a reasoned claim of the other Party, shall undertake to pay a fine of EUR 3,000.00, excluding VAT, and to indemnify all the losses incurred by the other Party, to the extent they are not covered by the imposed fine.
- 27.4. All the information obtained during the performance of the Contract may be used by the Buyer for its own purposes and/or for the purposes of any activities of AB "Ignitis grupė" and/or a Company, and this shall not be considered a violation of the Contract.
- 27.5. The Parties hereby agree to sign a separate non-disclosure agreement, which may stipulate other provisions regulating confidential information, if this has been established in the Contract or such need arose during the performance of the Contract.

28. FINAL PROVISIONS

- 28.1. The Parties hereby agree that, if the Buyer's company is reorganised in accordance with the procedure established in the Legislation or the Buyer's legal form changes, or if the Buyer's obligations related to the transfer of the Buyer's functions or a part thereof under this Contract are transferred to a Third Party or the Buyer's associated persons, the assignee that assumes the rights and obligations of the Buyer shall become a Party to the Contract from the moment of the assumption of the rights and obligations without a written consent of the Provider. Upon the request of the Provider, the Buyer shall provide the Provider with documents confirming the financial capacity of the Third Party assuming the Buyer's rights and obligations, along with other necessary documents. The Parties hereby agree that the Buyer or the assignee of the rights and obligations thereof shall inform the Provider about assumption of the rights and obligations established in this clause in accordance with the procedure established by Legislation, and that the Parties shall not conclude a separate amendment to the Contract, whereas a written Notice regarding substitution of the Party shall constitute an integral part of the Contract, which shall come into force from the date indicated in the Notice.
- 28.2. The Provider may be replaced if a procedure for the reorganisation of the Provider, including mergers and divisions, separation or bankruptcy proceedings, was initiated in accordance with the Legislation, or if the Provider's status has changed, or if the functions of the Provider under the Contract or a part thereof are transferred to a Third Party. The Provider shall inform the Buyer thereof in writing no later than 30 Working Days prior to the moment of assumption of the rights and obligations of the Provider and shall attach to the aforementioned notice the documents confirming the absence of grounds for exclusion of the assignee that assumes the rights and obligations of the Provider, including its qualifications and compliance with other requirements set out in the Procurement Conditions for the Provider. The assignee of the rights and obligations of the Provider shall have at least the same qualifications as the Provider with whom the Contract was concluded, which shall be rated pursuant to the criteria set out in the Procurement Conditions. After receiving the notice from the Provider together with the documents confirming the absence of grounds of the assignee that assumes the rights and obligations of the Provider, including its qualifications and compliance with other requirements set out in the Procurement Conditions for the Provider, the Buyer shall assess the contents of the submitted documents within 10 Working Days and shall approve or object in writing to the substitution of the Party to the Contract. If the Buyer agrees, an amendment to the Contract shall be signed. The Parties hereby represent and confirm that such assumption of the rights and obligations of the Provider is not a novation pursuant to the provisions of the third section of Book VI Part I of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Contract. The Provider shall not be entitled to assign its rights or obligations under this Contract to a Third Party without prior written consent of the Buyer. Failure to comply with this condition shall constitute a material breach of the Contract.
- 28.3. By concluding this Contract, the Parties hereby confirm that they understand that 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 (hereinafter – the Regulation) applies directly to them since 25 May 2018. The Parties hereby confirm that if, in order to ensure the proper execution of the Contract, personal data will be processed, the Parties shall undertake to conclude a separate agreement on the processing of data, which shall define the subject matter and duration of the data processing, the nature and purpose of the data processing, the type of personal data and categories of data subjects, and the obligations and rights of the data controller.
- 28.4. If the need for processing personal data becomes apparent after the conclusion of the Contract, the Parties shall undertake to immediately conclude an additional agreement to the Contract on the processing of data and take other necessary measures to ensure compliance with the requirements of

- the Regulation. The Parties hereby acknowledge that signing an additional agreement on data processing shall not be considered as a major amendment to the terms and conditions of this Contract.
- 28.5. Taking into account that the Companies and the equipment they manage are considered strategically important to national security, and the energy sector is included among the economic sectors that are strategically important for national security, the Buyer shall reserve the right to, during the performance of the Contract, verify the compliance of the Provider and/or the entities it engages with the Legislation of the Republic of Lithuania governing the mandatory criteria/principles for ensuring national security and other strategic interests and/or the requirements laid down in Article 45(2¹) of the LPP/Article 58(4¹) of the LP, and/or Article 37(9) of the LPP / Article 50(9) of the LP and/or Article 47(9) of the LPP. If, throughout the duration of the Contract, it is discovered that the Provider fails to meet these criteria, provisions or principles and fails to eliminate such deficiencies within the deadline specified by the Buyer, the Buyer shall be entitled to unilaterally terminate the Contract without an obligation to compensate any losses, including but not limited to, losses related to the redemption of the minimum quantity of the Procurement Object by informing the Provider thereof 10 Days in advance.
- 28.6. All Notices and other information exchanged between the Parties shall be deemed duly delivered if provided in writing (see clause 1.18 of the GP of the Contract). Each Party shall notify the other Party of the changes in the address, contact details and persons responsible for the Contract that are specified in the Contract within 5 Working Days. Before notifying about the change of address, all Notices and other correspondence sent at the address specified in this Contract shall be deemed to be delivered properly.
- 28.7. For communication, the Parties shall designate persons responsible for the Contract, the contact details of whom shall be specified in the Contract.
- 28.8. All agreements between the Parties shall be deemed valid if they are made in writing and signed by authorised representatives of both Parties. All annexes to the Contract are listed in the SP of the Contract.
- 28.9. All Notices shall be sent at the last addresses provided by the Parties and shall be deemed to have been received:
- 28.9.1. 5 Days after the Notice was sent by mail;
 - 28.9.2. on the day of dispatch, provided that the Notice was sent on a Working Day by email;
 - 28.9.3. on the next Working Day after dispatch, provided that the Notice was sent by email not during a Working Day;
 - 28.9.4. on the Day of delivery, provided that the Notice was delivered by hand.
- 28.10. The Contract may be signed with physical signatures or by a qualified electronic signature:
- 28.10.1. if the Contract is concluded by signing it using physical signatures of the Parties, the number of signed copies of the Contract shall be equal to the number of Parties to the Contract. The Parties shall exchange scanned signed copies, which shall have the same legal effect. At the request of one Party, the other Party shall provide the original signed copy of the Contract.
 - 28.10.2. If the Agreement is concluded by signing it using qualified electronic signatures, the Parties shall sign one copy, transferred to each other using telecommunication terminal equipment.
 - 28.10.3. If the Contract is concluded by signing it using different signature formats, the Parties, using appropriate exchange methods, shall exchange signed copies of the Contract. The submission of a scanned copy of the Contract signed with a physical signature to the other Party shall constitute a proper exchange of copies of the Contract.

29. OTHER TERMS AND CONDITIONS

- 29.1. The Parties hereby agree that, during the performance of the Contract, the Provider shall provide the Buyer all documents and other materials in the language and manner specified in the SP of the Contract. If the SP of the Contract does not specify the language of the documents and/or information to be submitted, they shall be submitted in Lithuanian or another language agreed upon by the Parties. If it is provided that all documents shall be provided in Lithuanian, but the Provider has provided them in a different language, in such case the Provider shall attach to the documents a translation of the document into Lithuanian, and if the Buyer requests, submit a translated document certified by a signature of the translator and/or a translation agency.
- 29.2. The Buyer shall also have the right to specify in the SP of the Contract another language acceptable to the Buyer, in which the Provider may submit the documents (part of the documents or individual/additionally provided documents), as well as the language for providing consultations during the performance of the Contract.
- 29.3. If the Provider fails to comply with the requirements referred to in clauses 29.1 and/or 29.2 of the GP of the Contract, the Buyer shall have the right, after notifying the Provider in writing, to translate the aforementioned documents at its own expense and will reduce the amount payable under the Contract by the amount of actual costs related to the translation services.

- 29.4. The Provider shall be entitled to conclude a factoring agreement with a legal entity that meets the requirements of the Legislation (hereinafter – the Factor) only after receiving a written consent of the Buyer and submitting 14 Days in advance a written request and the documents proving that the balance of the rights and obligations of the Parties would not change for the benefit of the Provider/Factor on the grounds of the factoring agreement to be concluded, that the terms and conditions of the Contract would not be changed (except for changes of an editorial nature, when referencing the factoring agreement and a different account) and that the Buyer would not be subjected to additional costs or obligations. The request shall only be deemed to have been granted after the Provider receives the Buyer's written consent.
- 29.5. The Provider shall guarantee in writing that the Buyer would not be subjected to any obligations that are not specified in the Contract, that the terms and conditions of the Contract, including the Rates/prices, would not change, that the Buyer would not be subjected to additional costs because of the factoring agreement and that the Provider shall unilaterally assume the pecuniary liability for any disputes arising due to the factoring agreement or in relation to it. Also, the Provider hereby represents that it understands and acknowledges that the factoring agreement does not substitute the obligations of the Provider and the Buyer under the Contract on any grounds.
- 29.6. Pursuant to Article 6.907 of the Civil Code of the Republic of Lithuania, the assignment of a pecuniary claim to the Factor shall be also valid in cases where the Contract prohibits or restricts the assignment of the claim. However, this shall not relieve the Provider from its obligations and liability to the Buyer for violating the condition of the Contract prohibiting or restricting the assignment of claims. Therefore, if the Provider enters into a factoring agreement without the written consent of the Buyer, the Provider shall pay to the Buyer a fine in the amount set out in clause 26.6 of the GP of the Contract.
- 29.7. The Buyer shall have the right to refuse to allow the Provider to enter into a factoring agreement, taking into account the strategic significance of the Procurement, the confidentiality of the confidential information and/or any burdens on the performance of the Contract. The Buyer's consent to the factoring agreement under this Contract shall not mean the Buyer's consent to other public procurement contracts concluded with the Provider or to be concluded in the future and the conclusion of factoring under such contracts.
- 29.8. The Provider must notify the Factor in writing before entering into a factoring agreement that the Buyer is not obliged to redeem all the Services and/or Goods specified in the Contract or any part thereof, except when the Contract is subject to fixed-price pricing (specified in the SP of the Contract).
- 29.9. A written consent of the Buyer to conclude a factoring agreement and the factoring agreement concluded between the Provider and a Third Party shall be considered an equivalent document to a tripartite agreement regarding the factoring between the parties. All the aforementioned documents shall form an integral part of the Contract.
- 29.10. This Contract shall be governed and interpreted by the law of the Republic of Lithuania. All disputes between the Parties arising out of or in connection with this Contract shall be settled amicably through negotiations. If the Parties are unable to resolve the dispute by negotiations within 30 Days from the date of the written request of one Party to the other Party, the dispute shall be settled in the courts of the Republic of Lithuania in accordance with the procedure provided for in the Legislation.
- 29.11. If the Provider receives a written notice that the Contract has been included in the mobilisation plan of the civil mobilisation authority, the Contract shall be deemed a Mobilisation Order Contract.
- 29.12. If the Provider receives a written notice that the Contract has been included in the mobilisation plan of the civil mobilisation authority, the Provider shall undertake to, in accordance with the procedure set out in the Law on Mobilisation and Host Country Support of the Republic of Lithuania, compile a list of civil mobilisation personnel reserves and maintain records thereof, enable the entities of the mobilisation system or the persons authorised thereof to verify whether the Provider is adequately prepared to perform the obligations set forth in the Contract, and shall also undertake to fulfil other obligations set out in the Law on Mobilisation and Host Country Support of the Republic of Lithuania that apply to Mobilisation Entities, and is entitled to receive all information regarding the concluded Contract free of charge.