



GENERAL TERMS AND CONDITIONS OF THE SALE/PURCHASE AGREEMENT FOR GOODS

1. BASIC CONCEPTS AND INTERPRETATION OF THE AGREEMENT

1.1 Concepts

1.1.1 Capitalised terms used in this Agreement shall have the meanings set out below:

1.1.1.1. **General Conditions** mean the part of the Agreement entitled “General Conditions of the Sale/Purchase Agreement for Goods”;

1.1.1.2. **Purchaser** means the person named in the Special Conditions as the Purchaser who purchases the Goods referred to in the Special Conditions and the Annexes to the Agreement;

1.1.1.3. **Initial Agreement Value** means the value specified in the Special Terms and Conditions excluding the Value Added Tax (“VAT”);

1.1.1.4. **Goods** mean the Goods specified in the Special Conditions and the Annexes to the Agreement (purchase, rental, financial rental (leasing), hire purchase, whether or not with a view to purchase), as well as the delivery, installation, and other services for the preparation of the Goods to be purchased (hereinafter referred to as the Goods-related services”), insofar as these services are only complementary to the supply of the Goods that the Supplier undertakes to provide to the Purchaser in accordance with the Agreement and with the requirements of the applicable laws and other legal regulations;

1.1.1.5. **Goods Transfer and Acceptance Act** means the document by which the Supplier transfers and the Purchaser accepts the Goods and by which the Parties confirm that the delivered Goods comply with the specified requirements. If the Agreement provides for the delivery of the Goods in instalments, the Goods Transfer and Acceptance Act may be executed for each instalment separately;

1.1.1.6. **Defects in the Goods** mean any non-conformity of the quality of the Goods with the requirements of the Agreement and/or the laws and regulations, malfunctions of the Goods, hidden defects, etc. found by the Purchaser or by third parties at the time of the handover or during the validity of the warranty period of the Goods, which would render the Goods unusable for the purpose for which the Purchaser intended to use them, or which would impair the utility of the Goods to such an extent that the Purchaser, knowing of such defects, either would not have purchased the Goods in the first place, or would not have paid the price that was paid for the Goods;

1.1.1.7 **Invoice** means an invoice, VAT invoice or other payment document issued by the Supplier and submitted to the Purchaser for payment in respect of the Goods delivered by the Supplier and accepted by the Purchaser. If the Agreement provides for delivery of the Goods in instalments, the Invoice may be submitted in respect of each instalment separately;

1.1.1.8. **Special Conditions** means the part of the Agreement titled “Special Conditions of the Sale/Purchase Agreement for Goods”, which sets out the terms and conditions (such as Initial Agreement Value, delivery terms, etc.) and other specific details (such as the Parties, the Goods, etc.) relating to the purchase of the particular item, lists the Annexes, and specifies the modifications and additions to the General Conditions, if any, to which the Purchaser is entitled;

1.1.1.9. **Accord** means a document entered into by the Parties in order to modify the terms and conditions of the Agreement to the extent permitted by the Law on Public Procurement;

1.1.1.10. **Agreement Price** means the amount payable to the Supplier under the Agreement, including all applicable taxes and expenses;

1.1.1.11. **Conditions of the Agreement** means the General Conditions and the Special Conditions together;

1.1.1.12. **Agreement** means the Agreement for the sale/purchase of the Goods, consisting of the conditions of the Agreement, the Annexes listed in the Special Conditions and the Accords;

1.1.1.13. **Party** means the Purchaser or the Supplier, each individually as the context may require;

1.1.1.14. **Parties** mean the Purchaser and the Supplier together;

1.1.1.15. **Supplier** means the person indicated in the Special Conditions as the Supplier supplying the Goods specified in the Special Conditions;

1.1.1.16. **Public Procurement Law** means the *Public Procurement Law of the Republic of Lithuania* .

1.1.1.17. Other capitalised terms used in the Agreement shall have the meanings set out in the text of the Agreement.

1.1.1.18. Terms not defined in the Agreement shall be understood and interpreted as defined in the Public Procurement Law and other laws and regulations in force at the time of conclusion and performance of the Agreement.

1.1.1.19. Other terms and expressions used in the Agreement shall have a generic meaning or a specific meaning closest to the nature of the Agreement, unless a different meaning is defined and explained in the Agreement.

1.2 Interpretation of the Agreement

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

1.2.2 In the event that the General Conditions and/or the Special Conditions are in conflict with the requirements of the Public Procurement Law and other legal acts, the provisions of the Public Procurement Law and other legal acts shall apply.

1.2.3. Day in the Agreement means a calendar day.

1.2.4. Business Day in the Agreement means any day other than Saturday, Sunday and public holidays in Lithuania as specified in *the Labour Code of the Republic of Lithuania* .

1.2.5. The terms of the Agreement shall be calculated in years, months, weeks, working days, calendar days and hours and minutes.

1.2.6 Qualification, reliance on the capacities of other economic operators, scope of the Goods, review shall have the meaning set out in the Public Procurement Law and its implementing legislation.

1.2.7. If the Goods Transfer and Acceptance Act is not required as a separate document, the Parties agree, and this is expressly stated in the Special Conditions, that the Goods Transfer and Acceptance Act shall be deemed to be the Invoice. In cases where an Invoice is issued and the Goods Transfer and Acceptance Act is not signed, the provisions of the Agreement concerning the issue of the Goods Transfer and Acceptance Act shall also apply to the issue of an Invoice.

1.2.8. To inform, notify, warn or reply means to provide information, notice, warning or reply in accordance with the procedures set out in the General and/or Special Conditions.

1.2.9. To certify means to provide written confirmation or to sign a document without reservations or with reservations, unless the person signing the document indicates that he/she refuses to certify it.

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

1.2.11. Where the meaning of the numerical and verbal terms in the Agreement is different, the meaning of the verbal terms shall prevail.

1.2.12. Where reference is made to legislation, the current version of the legislation shall apply unless provided otherwise.

1.3 Precedence of documents

1.3.1 The documents constituting the Agreement shall be read as complementary. In the event of any inconsistency or ambiguity in the terms of the Agreement Documents, such inconsistency or ambiguity shall be resolved by interpreting the documents in the following order:

1.3.1.1 Technical Specification;

1.3.1.2. Special Conditions;

1.3.1.3. General Conditions;

1.3.1.4. Procurement documents (excluding the Technical Specification);

1.3.1.5. Offer;

1.3.1.6. Other annexes listed in the Special Conditions.

1.3.2 In the event that the conditions of the Agreement are modified by agreement of the Parties, the newly agreed conditions of the Agreement shall prevail over the modified conditions.

1.3.3 If the Parties agree to add a new condition to the Conditions of the Agreement or to an Annex, in the event of any inconsistency or ambiguity, such condition shall prevail over the other conditions of the Agreement or the other conditions of that Annex, as applicable.

1.3.4 If the Parties agree on a new Annex, the Parties shall agree on the place of inclusion of the new Annex in the list of Annexes and its significance for the interpretation of the Agreement. If a new Annex is added to the List of Annexes, it shall be given a sequential number with a superscript, taking into account the order and importance of the Annexes (for example, Annex 4¹).

2. SUBJECT MATTER OF THE AGREEMENT

2.1 The Supplier undertakes to deliver to the Purchaser the Goods in accordance with the terms and conditions set out in the Agreement and the Purchaser undertakes to accept the Goods in accordance with the terms and conditions of the Agreement and duly delivered, and to pay to the Supplier the price set out in the Agreement in accordance with the terms and conditions of the Agreement.

2.2 In performing the Agreement, the Parties undertake to comply with all applicable laws and regulations. A Party shall have the right to require the other Party to comply with all laws and regulations applicable to the performance of the Agreement. Nothing in the Agreement shall imply or be construed as a waiver by the Purchaser of the Purchaser's other rights and warranties under laws and regulations not covered by the Agreement in relation to the defective supply or quality of the Goods or as a waiver by the Supplier of the Purchaser's other rights and warranties under laws and regulations not covered by the Agreement in respect of the Supplier obtaining compensation for the Goods.

2.3 The Supplier shall ensure that the Goods comply with the requirements of the Technical Specification and the terms of the Supplier's offer, are of good quality, are supplied in a proper and timely manner, in accordance with the terms of the Agreement, in a manner that is in the best interests of the Purchaser, in accordance with the best generally accepted professional, technical standards and practices, using all relevant skills and knowledge.

3. SUPPLIER AND OTHER PERSONS ENGAGED FOR THE PERFORMANCE OF THE AGREEMENT

Qualifications and other commitments undertaken by the Supplier's offer

3.1.1 The Supplier shall be responsible for ensuring that, throughout the period of performance of the Agreement, the Supplier is competent, reliable and capable (including the capacity of the economic operators on whose behalf the Supplier relies) of fulfilling the requirements of the Agreement:

3.1.1.1. it has the right to engage in the activities necessary for the performance of the Agreement. The Supplier shall, upon request by the Purchaser, provide documentation demonstrating that the Agreement is being carried out only by persons entitled to do so;

3.1.1.2. it meets the requirements for the qualification of Suppliers set out in the procurement document and is not subject to the grounds for exclusion set out in the procurement documents;

3.1.1.3. it complies with the obligations set out in the Supplier's offer, including but not limited to compliance with the values and parameters of the criteria set out in the offer on the basis of which the Supplier's offer has been selected as the most economically advantageous ("**the Quality Criteria**"). The procedure for verifying compliance with the commitments referred to in this subparagraph shall be set out in the Special Conditions;

3.1.1.4. it ensures the application of the standards set out in the quality management system and/or the environmental management system, where required by the procurement documents, and has documentation to prove it;

3.1.1.5. it meets the interests of national security and is not registered (resident or national) in countries or territories considered to be unreliable, where such requirements have been stipulated in the procurement documents.

3.1.2 In the event that the Supplier is a group of suppliers acting in a joint venture, the members of the group shall be jointly and severally liable to the Purchaser for the performance of the Agreement. Where the Supplier relies on the capacity of economic operators to meet the financial and economic capacity requirements, the Supplier shall be jointly and

severally liable for the performance of the Agreement with such economic operators (if so required in the Agreement documents).

3.1.3 The Supplier shall also be responsible for ensuring that the Supplier, the subcontractors and specialists directly performing the Agreement meet the professional qualification and other requirements laid down in the laws and regulations and/or the procurement documents, and have the right to engage in the activities for which they are engaged.

Use and replacement of subcontractors and specialists

3.2.1 The Supplier undertakes to ensure that the Agreement will be performed by subcontractors and/or specialists who have been proposed in the procurement and who meet the qualification and other requirements set out in the procurement documents. The actions of such persons in the performance of the Agreement shall have the same consequences and liability for the Supplier as its own actions. The Supplier shall be liable for the acts or omissions of its subcontractors and professionals.

3.2.2 The subcontractors and/or specialists (if any) to be used for the performance of the Agreement shall be specified in the Special Conditions.

3.2.3 The Supplier may change and/or use sub-suppliers and/or specialists in the cases and in accordance with the procedures set out in this sub-section of the Agreement.

3.2.4 A new subcontractor or specialist may not commence the performance of the Supplier's obligations under the Agreement until the Agreement has been signed.

3.2.5. If the Supplier engages a new subcontractor or replaces an existing subcontractor and/or specialist without obtaining the Purchaser's written consent, or if the contractual obligations under the Agreement are performed by subcontractors and/or specialists who do not comply with the qualification requirements set out in the procurement documents, the requirements of the quality management system and/or the standards of the environmental management system, the absence of grounds for exclusion, compliance with the requirements relating to national security interests and the requirements not to be registered (resident or national) in countries or territories considered unreliable (if applicable), and the conditions set out in the Supplier's offer in support of the Quality Criteria set out in the procurement documents (if applicable), the Supplier shall be liable to a fine of the amount set out in the Special Conditions.

3.2.6 The Supplier shall be entitled to use for the performance of the Agreement new sub-suppliers not specified in the Special Conditions, whose capabilities the Supplier has not relied on to justify the Qualification Requirements set out in the procurement documents.

3.2.7. Upon conclusion of the Agreement, but no later than the commencement of performance of the Agreement, the Supplier undertakes to notify the Purchaser of the names, legal entity number, contact details and representatives of the sub-suppliers known at that time, whose capabilities the Supplier has not relied on to justify the qualification requirements set out in the procurement documents.

3.2.8 The Supplier may, at any time during the performance of the Agreement, at its discretion, change the sub-suppliers whose capabilities the Supplier has not relied on in support of the qualification requirements set out in the procurement documents.

3.2.9. The Supplier must inform the Purchaser at any time during the performance of the Agreement at least 5 (five) business days before the envisaged use and/or change of a new sub-supplier, whose capabilities the Supplier has not relied on to justify the qualification requirements set out in the procurement documents. The Purchaser (if applicable in the procurement documents) must verify the absence of grounds for the exclusion of the subcontractor and the subcontractor's compliance with the national security interests and the requirements not to be registered (resident or national) in countries or territories considered unreliable. If a subcontractor's situation does not meet at least one of these requirements, the Purchaser shall require that the subcontractor be replaced by an eligible subcontractor. The Purchaser shall inform the Supplier in writing within five (5) business days of its agreement to use and/or replace a new subcontractor whose capabilities the Supplier has not relied on in support of the qualification requirements set out in the procurement documents. If the Purchaser agrees, the Parties shall sign the Agreement, which shall form an integral part of the Agreement.

3.2.10. Sub-suppliers whose capabilities have been relied upon by the Supplier to meet the qualification requirements set out in the procurement documents may be replaced only in the following cases:

3.2.10.1. where the sub-supplier has been declared bankrupt, has been the subject of an out-of-court insolvency procedure, has become insolvent or is in danger of becoming insolvent, has suspended its business activities, or is in a similar situation as defined by the laws and regulations;

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

3.2.10.3. the Supplier or the subcontractor must replace the subcontractor if it appears that the subcontractor does not comply with the requirements laid down in the procurement documents.

3.2.11. The Supplier's (or sub-suppliers') specialists in the performance of the Agreement may be replaced in the following cases:

3.2.11.1. at the Supplier's initiative for objective reasons (e.g. leave, illness, termination of employment, etc.), upon submission of data on the intended new appointment of the specialist and documents confirming his/her qualifications and compliance with the other requirements set out in the procurement documents;

3.2.11.2. at the Purchaser's initiative, if the Purchaser has reasonable grounds to suspect that the professional appointed by the Supplier for the performance of the Agreement is incompetent to perform the duties specified;

3.2.11.3. the Supplier or a subcontractor must replace the professional if it appears that the professional does not meet the requirements laid down in the procurement documents.

3.2.12. The new professional and/or sub-subcontractor shall, at the time of the Supplier's request for replacement of the professional and/or sub-subcontractor, meet the requirements for the professional and/or sub-subcontractor set out in the procurement documents and the values of the Quality Criteria set out in the Supplier's Offer.

3.2.13. The Supplier shall submit the following documents to the Purchaser no later than 5 (five) business days before the intended change of the subcontractor, whose capabilities the Supplier has relied on to meet the qualification requirements set out in the procurement documents, and/or the specialist:

3.2.13.1. a reasoned written request for a change of subcontractor and/or specialist, explaining the circumstances of the change. The Purchaser reserves the right to request evidence to substantiate the change;

3.2.13.2. documentation demonstrating the qualifications of the new subcontractor and/or specialist, compliance with the Quality Criteria (if applicable), the required standards of the Quality Management System and/or the Environmental Management System (if applicable), the absence of grounds for exclusion, and compliance with the national security interests and the requirements not to be registered (permanently residing or holding citizenship) in countries or territories considered unreliable (if applicable) in accordance with the requirements of the Agreement.

3.2.14. The Purchaser shall, upon receipt of the Supplier's request together with other documents referred to in the Agreement, assess the possibility of substitution within 5 (five) business days and shall inform the Supplier in writing of its agreement to substitute the sub-supplier, on whose capabilities the Supplier has relied to meet the qualification requirements set out in the procurement documents, and/or the professional. If the Purchaser agrees, the Parties shall sign an Accord, which shall form an integral part of the Agreement.

3.3 Change of Joint Venture Partners

3.3.1. The Supplier performing the Agreement as a group of Suppliers acting on the basis of a joint venture agreement shall have the right to withdraw from the joint venture partner (hereinafter referred to as the "Partner") if, due to objective and reasonable circumstances, the Partner is no longer able to perform the Agreement, including, but not limited to, cases where the Partner does not comply with the provisions of the Public Procurement Law or other legal acts, or poses a threat to national security, the Partner is subject to international sanctions as defined in *the Law on International Sanctions* of the Republic of Lithuania (hereinafter referred to as the "Law on Sanctions"), the Partner is in a serious financial situation leading to non-performance and/or refusal to perform the Agreement, or other unforeseen objective reasons have arisen leading to the Partner's withdrawal from the joint venture.

3.3.2. A Supplier performing the Agreement as a group of Suppliers shall have the right to replace the Partner if, as a result of reorganisation, restructuring or bankruptcy proceedings, the rights and obligations of the original Partner are taken over, in whole or in part, by another Partner. Such replacement of the Partner shall not lead to other substantial changes to the Agreement and shall not be intended to avoid the application of the Law on Public Procurement and other legislation.

3.3.3 The Supplier shall provide the Purchaser with the following documents at least 10 (ten) business days before the intended change or withdrawal of the Partner:

3.3.3.1. a reasoned request for a change in the composition of the Supplier and evidence supporting at least one circumstance of the Partner's refusal or change, as specified in the Agreement;

3.3.3.2. a draft amendment to the new joint venture agreement or to the existing joint venture agreement, which, in the event of the withdrawal of a Partner, shall state that the obligations of the withdrawing Partner shall be assumed in full by the remaining Partner and/or the newly engaged Partner;

3.3.3.3. documents certifying the qualifications of the remaining or newly engaged Partner. In all cases, the qualifications of the remaining Partner or the newly engaged Partner shall be at least as good as those of the withdrawing Partner (meeting the qualification requirements set out in the procurement documents which have been met by the withdrawing Partner and corresponding to the qualifications of the professionals specified in the withdrawing Partner's proposal, and meeting the other conditions for the fulfilment of the Quality Criteria set out in the procurement documents (where applicable). If a new Partner is engaged, documentation shall also be provided, in accordance with the requirements set out in the procurement documents, to justify the absence of grounds for exclusion of the Partner engaged and its compliance with the national security interests and the requirements not to be registered (resident or national) in countries or territories considered unreliable (if applicable).

3.3.4 The Purchaser shall, upon receipt of the Supplier's request together with the other documents referred to in the Agreement, assess the possibility of a change within ten (10) business days and shall inform the Supplier in writing of its agreement or disagreement to refuse to change or to agree to change the Partner. If the Purchaser agrees, the Parties shall sign the Agreement, which shall be considered an integral part of the Agreement. Prior to the signing of the Agreement, the Purchaser shall be provided with a copy or an excerpt of the new joint venture agreement or the amendment to the existing joint venture agreement.

3.4 Direct Payment Agreements with Subcontractors

3.4.1 If the subcontractors so request, the Purchaser shall settle directly with them. The Purchaser shall provide for the possibility of direct payment to the subcontractors specified in the Agreement on the following terms and conditions:

3.4.1.1. upon conclusion of the Agreement, the Supplier undertakes to provide the Purchaser in writing, no later than the commencement of performance of the Agreement, with the names, representatives and contact details of the subcontractors known to it at that time. The Purchaser shall also require the Supplier to keep it informed of any changes to the abovementioned information and of the use of new subcontractors throughout the performance of the Agreement;

3.4.1.2. the Purchaser shall inform the sub-suppliers in writing of the possibility of direct payment no later than 3 (three) business days after receipt of the information referred to in sub-clause 3.4.1.1 of the General Conditions;

3.4.1.3. the subcontractor shall submit a written request to the Purchaser in order to make use of this possibility. Where a subcontractor expresses its wish to make use of the option of direct settlement, a tripartite agreement shall be concluded between the Purchaser, the Supplier and the subcontractor, which shall describe the procedure for direct settlement with the subcontractor, taking into account the requirements laid down in the Agreement and the subcontracting agreement;

3.4.1.4. the possibility of direct settlement with subcontractors shall not alter the Supplier's responsibility for the performance of the Agreement.

4. COOPERATION BETWEEN THE PARTIES

4.1 Obligation of Cooperation of the Parties

4.1.1 In the performance of the Agreement, the Parties shall cooperate to the fullest extent possible in the prompt exchange of information and shall notify each other in writing promptly of the occurrence or existence of any event, condition or circumstance which may affect the performance of the Agreement or lead to a breach of it.

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

4.1.3 If a Party encounters an impediment to the performance of the Agreement, it shall promptly, but in any event not later than five (5) business days, notify the other Party of such impediment and take all reasonable steps within its power to remove the impediment.

4.2 Contact Persons

4.2.1 Each Party shall, at the time of conclusion of the Agreement, designate a contact person responsible for the performance of the Agreement (e.g. receipt of the Goods, placing and receipt of orders, etc.) and shall specify their contact details in the Special Conditions.

4.2.2 In the event that a Party wishes to withdraw its nominated contact person and appoint another person, or wishes to appoint another person to temporarily perform the functions of the contact person during the period of the contact person's temporary inability to perform his/her functions, the Party must inform the other Party in advance and provide the other Party with the contact details of the contact person, including his/her name, surname, e-mail address and telephone number.

4.2.3 In the event that it becomes apparent that a Party's contact person is temporarily unable to carry out his or her duties (due to illness, injury or other unforeseen reasons), the Party must immediately, but no later than the next business day, appoint another contact person to temporarily carry out the functions of the contact person, and notify the other Party thereof. In the event of a change of contact persons, no Accord shall be concluded in accordance with Clause 20.5 of the General Conditions.

5. DOCUMENTS TO BE SUBMITTED DURING THE PERFORMANCE OF THE AGREEMENT

5.1 If the Supplier is required to prepare and/or provide the Purchaser with instructions for the use of the Goods, these instructions shall be clear and detailed so that the Purchaser can use the Goods supplied in accordance with them.

5.2 In the event that training and/or testing is to be carried out under the Agreement, the Supplier shall provide the Purchaser with the instructions for use prior to such training and/or testing, and shall revise and supplement the instructions for use after the training and/or testing, taking into account the progress and results of such training and/or testing.

5.3 If the documents necessary for the use of the Goods require translation, the costs thereof shall be borne by the Supplier. If the Supplier translates the documents necessary for the use of the Goods himself, he shall be responsible for the accuracy of the translation of these documents.

6. END OF SUPPLY AND ACCEPTANCE OF GOODS

6.1 Completion of delivery of the Goods

6.1.1 The supply of the Goods shall be deemed to be complete when all of the following conditions have been met:

6.1.1.1. the Supplier has delivered the Goods in full in accordance with the Agreement and the requirements of laws and regulations (and when all services in connection with the Goods have been provided, if required);

6.1.1.2. the Supplier has provided the Purchaser with all necessary documentation, including instructions for use, certificates and warranties (where required);

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

6.1.1.4. the Goods Transfer and Acceptance Act has been signed and the Goods have been accepted by the Supplier; or the Goods Transfer and Acceptance Acts, if the Goods are to be delivered in instalments, or any other document as provided for in the Agreement, upon which the Goods shall be deemed to be accepted;

6.1.1.5. the Supplier has complied with the other conditions set out in the laws and regulations, the Agreement and the offer which must be fulfilled in order for the supply of the Goods to be deemed to have been completed and has provided the Purchaser with documents proving this.

6.2 Transfer and Acceptance of the Goods

6.2.1 The Supplier shall deliver and hand over the Goods to the Purchaser, and the Purchaser shall accept the Goods, which shall be of good quality and comply with the Agreement and the requirements of laws and regulations. The Goods shall be delivered on the dates and to the address specified in the Special Conditions, delivery to be agreed in advance with the Purchaser.

6.2.2 The Goods shall be handed over to the Parties by signing the Goods Transfer and Acceptance Act, which shall be signed in two (2) copies of equal legal effect (unless the Goods Transfer and Acceptance Act is signed by a secure electronic signature), each Party shall retain its copy. If the Goods Transfer and Acceptance Act is not required as a separate document, the Parties agree, and shall expressly state in the Special Conditions, that the Invoice shall be deemed to be the Goods Transfer and Acceptance Act.

6.2.3 Upon delivery of the Goods by the Supplier, the Purchaser shall inspect the Goods and shall:

6.2.3.1. accept the Goods by signing the Goods Transfer and Acceptance Act no later than 5 (five) business days after the actual delivery of the Goods; or

6.2.3.2. accept the Goods subject to reservations by signing the Goods Transfer and Acceptance Act and the defects certificate drawn up during the inspection of the Goods, in which the Purchaser must indicate any defects in the Goods or in the Supplier's documents observed during the acceptance of the Goods and the procedure for remedying those defects ("**the Defects Certificate**"); or

6.2.3.3. refuse to accept the Goods or any part thereof and to deliver (or send) the Defects Certificate to the Supplier in respect of the defective Goods or part thereof.

6.2.4 The Goods Transfer and Acceptance Act shall state the date on which the Supplier has delivered the Goods in full (or the relevant part of the Goods in the case of the delivery in instalments as provided in the Agreement) and has provided all the relevant documents.

6.2.5 Goods which do not comply with the Agreement, laws and regulations (if applicable) shall be taken back by the Supplier at its own expense within the time limit specified in the Purchaser's Defects Certificate and, at the Purchaser's request, the Supplier shall be liable for the costs of storage of such Goods.

6.2.6 If defects in the Goods are found which do not imply non-conformity with the requirements set out in the Agreement and their removal does not prevent the Purchaser from using the Goods for their intended purpose, the Purchaser may accept the Goods subject to reservations, execute a Defects Certificate and set reasonable time limits for the Supplier to remedy the defects. The Supplier shall remedy the defects in the Goods within such reasonable time as the Purchaser may specify in accordance with Section 7.3 "Remedying of Defects" of the General Conditions. If the Supplier misses the time limits for remedying the defects in the Goods, the provisions of Section 7.4 "Purchaser's rights in the event of the Supplier's failure to remedy the defects in the Goods" of the General Conditions apply.

6.2.7 If the Purchaser does not submit (send) the Defects Certificate to the Supplier within 5 (five) business days from the receipt of the Goods Transfer and Acceptance Act, the Purchaser shall be deemed to have accepted the Goods and shall have no claim concerning them.

6.2.8 The risk of loss of or damage to the Goods or accidental perishability of the Goods shall pass from the Supplier to the Purchaser from the time of actual acceptance of such Goods.

6.2.9 The Purchaser shall have the right to use the Goods only after the signature of the Goods Transfer and Acceptance Act.

6.2.10. If the Supplier has delivered the Goods within the delivery period set out in the Special Conditions, but the Goods are defective and the Supplier fails to rectify such defects by the expiry of the delivery period set out in the Special Conditions, the Supplier shall be liable to liquidated damages in the amount set out in the Special Conditions up to the date of delivery of the Goods of good quality.

7. SUPPLIER'S WARRANTY OBLIGATIONS

7.1 Warranty Periods (if applicable)

7.1.1 The Goods shall be subject to the statutory and/or manufacturer's warranty period, unless another warranty period is specified in the Supplier's offer, the Technical Specification or the Special Conditions. If the warranty period is not specified anywhere, the Goods shall be subject to a warranty period of 24 (twenty-four) months. The warranty period shall commence from the date of signing of the Goods Transfer and Acceptance Act for the Goods delivered.

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

7.1.3 The Supplier shall not be liable for any defects in the Goods caused by normal wear and tear, misuse or improper use or maintenance of the Goods, or by the Purchaser, its personnel or third parties, provided that there is no fault of the Supplier in connection with any such defects, misuse or improper use or maintenance of the Goods.

7.2 Claims for defects in the Goods

7.2.1 If the Purchaser discovers defects in the Goods within the Warranty Periods, the Purchaser shall immediately, but not later than thirty (30) days, and not later than the expiry of the Warranty Period, submit a written claim to the Supplier and shall set reasonable time limits, if not set out in the Special Conditions, for remedying the defects.

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

7.2.3 If the Supplier does not accept that the Goods are defective, either Party may request an independent expert examination. If the Supplier does not respond for more than ten (10) days after the Purchaser's request or does not engage an independent expert agreed with the Purchaser (the Purchaser shall not unreasonably withhold its consent to the Supplier engaging the proposed expert) to resolve the dispute, and/or if the dispute has lasted for more than thirty (30) days after the Purchaser's first request, then the Purchaser shall have the right to request the expert examination independently. In such case, the costs of the expert examination shall be borne by:

7.2.3.1. the Purchaser, if the Goods comply with the requirements set out in the Agreement and the laws and regulations;

7.2.3.2. the Supplier, if the Goods do not comply with the Agreement and with the requirements set out in laws and regulations.

7.2.4 The conclusions of the expertise shall be binding on the Parties.

7.2.5 The Purchaser shall not lose the right to claim for defects in the Goods and the Supplier shall be obliged to remedy all defects in the Goods free of charge, irrespective of whether such defects could have been detected at the time of signing of the Goods Transfer and Acceptance Act.

7.3 Remedying of the defects in the Goods

7.3.1 The Supplier must remedy any defects in the Goods free of charge by repairing the Goods or any part thereof or by replacing the Goods with a new Goods or part thereof.

7.3.2 The Purchaser must give the Supplier access to carry out the rectification of the defects in the Goods to enable the Supplier to do so within the time limits specified. If the Goods are defective at the point of use, the Purchaser and the Supplier must agree upon a time for remedying the defects in the Goods.

7.3.3 In the event of a recurrence of defects in the repaired Goods, the Supplier must replace the Goods with new Goods of good quality, unless the Purchaser agrees in writing to a further repair.

7.3.4 After the defects in the Goods have been rectified, the warranty period for the repaired part of the Goods or the new Goods shall start again from the date of delivery of the properly repaired or replaced Goods (or parts thereof) to the Purchaser.

7.3.5 If the rectification of defects in the Goods is likely to affect the functionality of the Goods, the Purchaser may require the Supplier to repeat the tests carried out under the Agreement (if any). The Purchaser must make such a request in writing to the Supplier within 30 (thirty) days after the Goods have been defective. Such tests shall be carried out in accordance with the terms of the tests previously carried out, except that they shall in all cases be carried out at the Supplier's risk and expense.

7.3.6 The Supplier shall notify the Purchaser when it has remedied any defects in the Goods.

7.3.7 The Purchaser shall, within 5 (five) business days of receipt of the Supplier's notice of the rectification of the defects in the Goods, inspect the defects referred to in the Defects Certificate or in the Purchaser's claim and confirm in writing which defects in the Goods have been rectified.

7.4 Purchaser's rights in the event of the Supplier's failure to remedy defects in the Goods

7.4.1 If the Supplier refuses or fails to remedy any defects in the Goods within a reasonable time specified by the Purchaser, the Purchaser shall be entitled to:

7.4.1.1. to remedy the defects in the Goods itself or by engaging third parties, by giving prior notice to the Supplier, and to require the Supplier to reimburse it for the costs of examination and remedying the defects in the Goods and to pay the damages incurred; or

7.4.1.2. to require a reduction in the amount payable to the Supplier and to repay any overpayment resulting from such reduction within 30 (thirty) days of the expiry of the period given to the Supplier to remedy the defects in the Goods, provided that this is in accordance with the principles of the Law on Public Procurement; or

7.4.1.3. to return the Goods to the Supplier and to do not pay for such Goods or demand reimbursement of the amount paid for the Goods and terminate the Agreement.

7.4.2 The amount payable to the Supplier under the Agreement shall be reduced to the extent that the value of the Goods to the Purchaser is reduced as a result of any defects in the Goods, provided that such value of the Goods may be deducted from the total value of the Goods. The reduction in the value of the Goods shall include, but not be limited to, the Purchaser's costs of assessing and remedying any defects in the Goods (if such cost of the Goods is quoted at the time of the Purchase), the Purchaser's increase in its current or future costs of operating the Goods (if such costs were assessed at the time of procurement).

7.4.3 The Supplier shall satisfy the Purchaser's monetary claim under clause 7.4.4 of the General Conditions within 30 (thirty) days or a longer reasonable period that the Purchaser may specify in its claim.

7.4.4 The Purchaser shall be obliged to claim liquidated damages from the Supplier for the delay in rectifying the defects in the Goods in the amount set out in the Special Conditions.

8. DELIVERY TERMS

8.1 Delivery times and delivery schedule

8.1.1 The Supplier shall deliver the Goods in accordance with the time limits specified in the Special Conditions.

8.1.2 If applicable, the Purchaser shall, not later than 14 (fourteen) business days after the entry into force of the Agreement, or such other period as may be specified in the procurement documents, prepare and submit to the Supplier for its approval a schedule for the delivery of the Goods ("**the Schedule**").

8.1.3 Where relevant, the Schedule shall indicate which Goods may be delivered in parallel and which may be delivered only in the prescribed sequence.

8.2 Liquidated damages for late delivery of Goods

8.2.1. If the Supplier misses the delivery dates set out in the Special Conditions, the Supplier shall be liable to liquidated damages up to the date of delivery of the Goods at the rate specified in the Special Conditions.

8.2.2 If the Supplier misses the deadline for delivery of a part of the Goods, the liquidated damages shall be calculated from the expiry of the deadline for delivery of the part of the Goods (exclusive) to the date of delivery of the part of the Goods (inclusive), as determined in accordance with the Goods Transfer and Acceptance Acts.

8.2.3 If liquidated damages have been assessed against the Supplier under this Agreement, the amount payable by the Purchaser for the Goods shall be reduced by the amount of the liquidated damages assessed. The Purchaser shall also be entitled to unilaterally deduct the liquidated damages from any payments made to the Supplier in accordance with the procedure laid down by law by notifying the Supplier in writing of the deduction of such liquidated damages.

9. METHODS OF SECURING PERFORMANCE OF OBLIGATIONS UNDER THE AGREEMENT

The performance of the obligations of the Parties under the Agreement shall be secured by the methods of securing performance of the obligations under the Agreement set out in Section 8 of the General Conditions, the procedure for

securing performance of contractual obligations set out in Section 10 of the General Conditions, the advance security referred to in Clause 12.1.3 of the General Conditions (where the amount of the advance security is specified in the General Conditions and an advance security is required), and the liquidated damages referred to in Section 9 of the General Conditions.

10. PERFORMANCE SECURITY (IF APPLICABLE)

10.1 The provisions of this Section shall apply where the Special Conditions require the Supplier to furnish a bank guarantee or a surety bond from an insurance company, or any other security for the performance of its contractual obligations as specified in the Special Conditions, in order to ensure the proper performance of the Agreement.

Note. Where the Special Conditions specify that the Purchaser requires the provision of a performance security issued by a credit union, the provisions of this Section shall apply as appropriate and the Purchaser may impose additional requirements in the Special Conditions for the provision of such a performance security, consistent with the provisions of laws and regulations.

10.2 The Supplier shall provide the Purchaser with a performance security of the type and amount specified in the Special Conditions, in the form of a first demand bank guarantee or a letter of indemnity from an insurance company (the insurance company's letter of indemnity shall be accompanied by a signed insurance certificate (policy) and a document proving that the premium for the issued letter of indemnity has been paid), which complies with the conditions set out in Chapter 10 of the General Conditions, within the time period specified in the Special Conditions ("**the Performance Security**").

10.3 If the Supplier fails to provide the Purchaser with a Performance Security of the value specified in the Agreement within the time limit set out in the Agreement, the Supplier shall be deemed to have refused to enter into the Agreement and the Purchaser shall be entitled to offer the award of the Agreement to another supplier in accordance with the procedure set out in the Public Procurement Law.

10.4 Prior to the provision of a Performance Security, the Supplier may ask the Purchaser to confirm that the Purchaser agrees to accept the Supplier's proposed Performance Security. In this case, the Purchaser shall respond to the Supplier no later than 3 (three) working days after receipt of the Supplier's request.

10.5 The bank (insurance company) must irrevocably and unconditionally undertake to pay the amount specified in the Performance Security to the Purchaser by transferring the money to the Purchaser's account no later than within 15 (fifteen) days from the date of the Purchaser's receipt of the Purchaser's written notification of the Supplier's breach of, or partial or total failure to perform, or improper performance of, its obligations set out in the Agreement, by way of a credit to the Purchaser's account.

10.6 The Performance Security may not state that the bank/insurance company is liable only for direct damages. The bank/insurance company shall not be entitled to require the Purchaser to substantiate its claim. The Purchaser shall state in a notification to the bank/insurance company that the amount of the Performance Security is due to it as a result of the Supplier's partial or total non-performance of the Agreement and/or termination of the Agreement due to the Supplier's fault. The Purchaser shall not be obliged to prove any actual loss and the Supplier, by signing the Agreement and providing the Performance Security, confirms that the amount of the Performance Security shall be deemed to be the Purchaser's minimum unprovable loss.

10.7 The Performance Security shall take effect no later than the date on which it is provided to the Purchaser.

10.8 The amount of the Performance Security shall be denominated and payable in euro.

10.9 The Performance Security shall be drawn up in Lithuanian or in another language (if requested by the Purchaser, a translation into Lithuanian must be provided).

10.10. The period of validity of the Performance Security shall be at least as long as the period of validity specified in the Special Conditions.

10.11. If the duration of the Agreement is longer than 1 (one) year, the Supplier shall be entitled to provide a Performance Security valid for 1 (one) year, but must extend the term of the Performance Security or provide a new Performance Security at least ten (10) working days prior to the expiry of the term of the Performance Security.

10.12. If, under the terms of the Agreement, the time limit for delivery of the Goods is extended or postponed due to a suspension of the Agreement, or if there is a delay in the delivery of the Goods or in the correction of any defects in the Goods, the Supplier shall keep the Performance Security in force for the duration of the Agreement, and shall provide the

Purchaser with a new or an extended Performance Security not later than before the expiry date of the validity period of the performance of the Performance Security.

10.13. If the Supplier fails to extend the term of validity of the Performance Security or to provide a new Performance Security in due time, the Purchaser shall be entitled to claim liquidated damages in the amount specified in the Special Conditions for each day of delay.

10.14. The Purchaser shall not accept the Performance Security and/or shall consider it invalid and/or shall request the Supplier to submit a new Performance Security to the Purchaser, and the Supplier shall be obliged to submit the Performance Security within the shortest possible time if the Performance Security does not comply with the requirements set out in the Agreement or if the Purchaser has any information relating to the suspension of the activities of the bank/insurance company that issued the Performance Security or to the potential suspension of its activities (including insolvency, liquidation or legal protection proceedings).

10.15. If the Supplier is in breach of its obligations under the Agreement, or is in partial or total default (or is not performing in accordance with the terms of the Agreement), the Purchaser may invoke the Performance Security. In order to continue to perform its obligations under the Agreement, the Supplier shall, within ten (10) working days of the date of receipt of the notification of the payment of the Performance Security to the Purchaser, provide the Purchaser with a new Performance Security in the amount specified in the Special Conditions.

10.16. The Purchaser may invoke the Performance Security in any of the following circumstances:

10.16.1. the Supplier has failed to perform, is failing to perform or is not performing properly its obligations under the Agreement;

10.16.2. the Supplier fails to comply with the Purchaser's instruction to remedy any defects in the Goods within a reasonable period of time;

10.16.3. the Purchaser has suffered loss (including, without limitation, additional costs, loss of revenue or other direct or indirect loss, interest and/or penalties (if any) as a result of any act (act or omission) of the Supplier (if any) as provided for in the Special Conditions;

10.16.4. the Supplier unilaterally terminates the Agreement without justifiable cause (other than as provided for in the Agreement).

11. AGREEMENT PRICE AND ITS RECALCULATION

11.1 The Agreement Price payable by the Purchaser to the Supplier for the Goods actually delivered in accordance with the terms of the Agreement, including any Accords, shall be calculated by applying the method or methods of calculating the price set out in the Special Conditions.

11.2 The value of the Initial Agreement shall be as specified in the Special Conditions.

11.3 The Agreement Price shall be deemed to include all costs incurred by the Supplier in connection with the delivery of the Goods in their entirety, as well as the proper performance of the Supplier's other obligations under this Agreement, including insurance, customs duties and other costs incurred by the Supplier in the performance of its obligations under the Agreement.

11.4 A review of the Agreement Price shall be carried out in accordance with the procedure set out in the Special Conditions.

12. PAYMENT ARRANGEMENTS

12.1. Pre-payment (advance payment) (if applicable)

12.1.1 The terms of Section 12.1 of the General Conditions shall apply in the event that the Special Conditions specify that the Supplier is to be paid an advance payment (hereinafter referred to as **"the Advance Payment"**).

12.1.2 The Purchaser shall pay to the Supplier the Advance Payment not exceeding the amount specified in the Special Conditions.

12.1.3. If required by the Special Conditions, the Supplier, in order to receive the Advance Payment, shall, when applying for the payment of the Advance Payment, not later than within 10 (ten) business days from the date of the entry into force of the Agreement, together with the Advance Payment Invoice, submit to the Purchaser a security for the Advance

Payment in the form of a bank guarantee or a surety bond of an insurance company or other security for the fulfilment of the contractual obligations in an amount of at least the amount of the Advance Payment required by the Special Conditions (**“the Security for the Advance Payment”**).

Note. Where the Special Conditions specify that the Purchaser requires the provision of a security for the Advance Payment issued by a credit union, the provisions of this Subsection shall apply as appropriate and the Purchaser may impose additional requirements in the Special Conditions for the provision of such security for the Advance Payment, consistent with the provisions of laws and regulations.

12.1.4 Prior to the submission of the Security for the Advance Payment, the Supplier may request the Purchaser to confirm that the Purchaser agrees to accept the Security for the Advance Payment offered by the Supplier. In such a case, the Purchaser shall respond to the Supplier no later than 3 (three) working days after receipt of the Supplier’s request.

12.1.5 The bank (insurance company) shall irrevocably and unconditionally undertake to pay to the Purchaser, within 15 (fifteen) days of the Purchaser’s written notice of default or termination of the Agreement due to the Supplier’s fault, an amount not exceeding the amount of the Advance Payment paid and the amount of the security, by transferring the money to the Purchaser’s account, by means of the Security for the Advance Payment.

12.1.6 The Bank (insurance company) shall not be entitled to require the Purchaser to substantiate its claim. The Purchaser shall state in a notification to the bank/insurance company that it is entitled to the amount of the Security for the Advance Payment as a result of the Supplier’s failure to perform the terms of the Agreement in whole or in part and/or the termination of the Agreement due to the Supplier’s fault and the Supplier’s failure to repay the Advance Payment.

12.1.7 The amount of the Security for the Advance Payment shall be denominated and paid in euro.

12.1.8 The Security for the Advance Payment shall be in Lithuanian or another language (if requested by the Purchaser, a translation into Lithuanian must be provided).

12.1.9. Any Security for the Advance Payment which does not comply with the requirements set out in this subsection of the Agreement will not be accepted.

12.1.10. If, during the performance of the Agreement, the bank/insurance company that issued the Security for the Advance Payment is unable to meet its obligations, the Purchaser may request the Supplier in writing to provide a new Security for the Advance Payment within ten (10) business days, under the same terms and conditions as the previous one.

12.1.11. The Purchaser shall pay the Advance Payment to the Supplier within the time limit set out in the Special Conditions from the date of receipt of the invoice and the Security for the Advance Payment (if applicable). The amount of the Advance Payment paid shall be deducted from the amount payable.

12.1.12. In the event of termination of the Agreement, the Supplier shall reimburse to the Purchaser the Advance received within 5 (five) business days (if part of the Goods have been delivered, accepted by the Purchaser and are available for the intended use, the part of the Advance Payment which exceeds the price of the Goods accepted by the Purchaser shall be reimbursed). If the Supplier fails to repay the Advance Payment received, the Purchaser shall invoke the Security for the Advance Payment (if applicable). In cases where Clause 12.1.3 of the General Conditions has not been applied, the Supplier shall be liable to pay liquidated damages at the rate specified in the Special Conditions, calculated on the amount of the Advance Payment to be repaid for the period from the time the Advance Payment is paid out to the time of its return.

12.2 Procedure of payment

12.2.1 The Supplier shall issue the Invoice only after the Parties have signed the Goods Transfer and Acceptance Act, unless otherwise provided for in the Special Conditions:

12.2.1.1. an electronic invoice that complies with the European standard for electronic invoices, the reference for which was published on October 16, 2017 Commission Implementing Decision (EU) 2017/1870 on the publication of a reference to the European standard on electronic invoicing and a list of syntaxes pursuant to Directive 2014/55/EU of the European Parliament and of the Council (hereinafter referred to as **the European Standard on Electronic invoicing**) The Supplier may submit by any means of their choice. The Supplier may submit the invoice by the means of its choice;

12.2.1.2. an electronic invoice that does not comply with the European Standard on Electronic Invoicing may only be submitted by the Supplier using the tools of the Single Account Management Information System (hereinafter referred to as **“SABIS”**).

12.2.2 The Purchaser shall accept and process electronic invoices using the SABIS tools, except in the event of mobilisation, war or emergency, where there is a breach of the SABIS which prevents the Purchaser and the Supplier from communicating and exchanging information using SABIS.

12.2.3. The Supplier shall submit the prepayment invoices (if the Special Conditions provide for the payment of an Advance Payment) in accordance with the procedures set out in this sub-section of the Agreement.

12.2.4 The Purchaser shall make payments for the Goods within the time limits set out in the Special Conditions.

12.2.5 The Purchaser shall be subject to liquidated damages for late payment under the Agreement in accordance with the procedure set out in the Special Conditions.

12.2.6 If the Goods are delivered in instalments, the above payment arrangements shall apply to each such instalment, unless otherwise specified in the Special Conditions.

12.2.7 If the Parties enter into a tripartite agreement with a subcontractor, the Purchaser shall transfer the amount payable to the subcontractor to the subcontractor's bank account as specified in the tripartite agreement and the balance to the Supplier's bank account after the Goods Transfer and Acceptance Act has been executed in accordance with the requirements of the Agreement and of the tripartite agreement, and the Supplier submits an invoice to the Purchaser for the Goods.

12.3 Other payment matters

12.3.1 The Purchaser shall transfer payments to the Supplier to the Supplier's bank account specified in the Special Conditions.

12.3.2 The Purchaser shall be entitled to deduct amounts due from the Supplier from payments to the Supplier under the Agreement (unilateral set-off). For this reason, the Supplier shall not be entitled to assign, pledge or otherwise dispose of any claim to amounts receivable under the Agreement to third parties without the consent of the Purchaser.

12.3.3 All payments under the Agreement shall be made in euro.

12.3.4 For late payments under the Agreement, the paying Party shall be liable to pay to the other Party liquidated damages in the amount specified in the Special Conditions.

13. CONFIDENTIAL INFORMATION

13.1 The Parties undertake to maintain confidentiality and not to disclose any information of that Party identified as confidential to any employee of that Party, to any person associated with that Party or to any other third party who does not have a need to use the information for the purposes of their work without the other Party's written consent, except as provided below.

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

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

13.2.2. it is necessary to disclose the confidential information in accordance with the requirements of laws and regulations, including where required by public administration entities as defined in *the Law on Public Administration of the Republic of Lithuania* .

13.3 Before disclosing confidential information, a Party must inform the other Party (to the extent not prohibited by law or regulation) of the need for, or the receipt of a request by a public administration entity to disclose Confidential Information and take reasonable steps to ensure the confidentiality of the disclosed information.

13.4 A Party shall be liable:

13.4.1. for any unauthorised disclosure or transmission, including inadvertent disclosure or transmission, of the other Party's confidential information or any part thereof, or for any unauthorised use of confidential information;

13.4.2. for failing to take all reasonable steps to preserve and protect the other Party's confidential information or any part of it, and to prevent further unauthorised disclosure, transmission or use.

13.5 A Party that unreasonably discloses the other Party's confidential information shall be liable to pay to the other Party a fine in the amount specified in the Special Conditions.

14. PROTECTION OF PERSONAL DATA

14.1 The Parties undertake to ensure the security of personal data and to carry out the processing of personal data in a lawful manner in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (the "GDPR"), and other legislation governing the processing of personal data.

14.2 The Parties confirm that if personal data will be processed in order to ensure the proper performance of the Agreement, the Parties undertake to enter into a separate data processing agreement which sets out the subject matter and duration of the processing, the nature and purpose of the processing, the types of personal data and categories of data subjects and the obligations and rights of the controller.

15. INTELLECTUAL PROPERTY

15.1. All results and related rights acquired in the performance of the Agreement, including intellectual property rights other than personal moral rights in the intellectual results, shall be the property of the Purchaser and shall pass to the Purchaser from the moment of handover of the Goods, without any restriction, which may be used, published, assigned or transferred by the Purchaser without the express consent of the Supplier to third parties, unless otherwise provided for in the Special Conditions or the intellectual property rights are not transferable due to the nature of the Goods and/or the exclusive rights of the manufacturer of the Goods, patents etc.

15.2. The Supplier undertakes to indemnify the Purchaser against any claims arising out of intellectual property rights, including but not limited to patent, trademark, industrial design owner/user right (whether registered or not), right arising out of applications for registration of any of the aforesaid rights, copyright, rights of database producers (*sui generis*), rights of owners of firms, companies, organisations, business names and other similar rights or obligations, whether registered in the Republic of Lithuania or in other countries or not, as provided for in the Agreement, unless such infringement is due to the fault of the Purchaser.

15.3 The Supplier shall not be entitled to use the Purchaser's symbols, name and mark in advertising, marketing, or to use the Purchaser's intellectual works without the Purchaser's prior written consent. In the event of a breach of the requirement, the Supplier shall be subject to the fine set out in the Special Conditions.

16. REPRESENTATIONS AND WARRANTIES

16.1 Each Party represents and warrants to the other Party that:

16.1.1. all necessary decisions, authorisations and consents have been validly made and are in force, and all other legal acts necessary for the conclusion, validity and performance of the Agreement have been validly performed and are in force;

16.1.2. in entering into the Agreement, the Party does not exceed its competence and does not violate any laws and regulations applicable to it, any court or arbitral judgments, administrative acts, contracts or other obligations under applicable private law, public law, European Union law or international law;

16.1.3. the Party's representative has all necessary authority to enter into and perform the Agreement. In entering into and signing the Agreement, the Party Representative shall not violate the statutes, regulations and other internal documents of the Party, the rights and legitimate interests of the Party's governing and other bodies and/or creditors, and shall act in good faith and reasonably towards the Party and the members of the Party's bodies and creditors;

16.1.4. the Party has taken into account all circumstances material to the conclusion and performance of the Agreement. None of the conditions and circumstances referred to in the Agreement shall adversely affect the will of the Party to enter into the Agreement on the terms and conditions set out in the Agreement and to perform its obligations under the Agreement;

16.1.5. the Agreement shall be concluded in accordance with the principles of good faith, reasonableness, fairness and equality between the Parties, and shall not be subject to fraud or pressure. The Parties have disclosed to each other all information of which they are aware that is material to the formation and performance of the Agreement;

16.1.6. all representations and warranties of the Parties are complete and do not omit any matter which would render such representations or warranties untrue.

16.2 The Supplier further represents and warrants to the Purchaser that the Supplier, its subcontractors, joint venture partners and professionals have valid and lawful possession of all permits, licenses, certifications, legal recognition documents required by law and regulations for the performance of the Agreement.

16.3 The Supplier declares that the rights of disposal, possession and use of the Goods sold are unrestricted and that no third parties have any claims (mortgages, attachments, etc.) on the Goods transferred under the Agreement.

16.4 The Supplier undertakes to comply with the environmental, social and labour law obligations laid down in European Union and national law, collective agreements and international conventions referred to in Annex 5 to the Public Procurement Law.

17. GENERAL LIABILITY ISSUES

17.1 Payment of liquidated damages for delay or breach of obligations under the Agreement shall not relieve the Party from the performance of its obligations under the Agreement.

17.2 The payment of liquidated damages and/or the receipt of security for the performance of the Agreement shall not exclude the right of a Party to claim compensation from the other Party for any loss suffered by it. The liquidated damages provided for in this Agreement shall be deemed to be the minimum unprovable loss of the Parties. Each Party shall be entitled to recover from the other Party damages resulting from the other Party's improper performance or non-performance of its obligations under the Agreement, up to the Initial Agreement Value, unless a higher amount is required by law. The limitation of liability provided for in this clause shall not apply if the damage is caused by a breach of obligations of confidentiality, of legislation on the protection of personal data or of intellectual property rights.

17.3 In the event that any of the representations or warranties contained in this Agreement are found to be materially untrue, false or misleading, the offending Party shall be liable to indemnify the injured Party against any loss suffered by the injured Party as a result of the untrue, false or misleading statement or warranty.

17.4 The remedies provided for in this Agreement are without prejudice to the right of the Parties to pursue other lawful remedies.

17.5 The limitations of liability hereunder shall not apply to wilful or grossly negligent damage, non-pecuniary damage, injury to health or loss of life, or damage/loss to third parties, including where the damage caused by one Party to third parties is indemnified by the other Party.

17.6 The Parties shall not be exempted from liability for breach of the Agreement upon expiry of the Agreement. Upon expiry of the Agreement, the Parties shall not lose the right to claim damages for losses and liquidated damages for breach of the Agreement.

17.7 If the Agreement is terminated due to a material breach of the Agreement pursuant to sub-clause 22.2.1 of the General Conditions and/or the Supplier performs an essential condition of the Agreement as specified in Section 10 of the Special Conditions with serious or persistent deficiencies, the Supplier shall be included in the list of unreliable suppliers in accordance with the procedure set out in Article 91 of the Public Procurement Law. The cases in which the performance of an essential term of the Agreement shall be deemed to be seriously or persistently defective are specified in Section 10 of the Special Conditions. The performance of an essential term of the Agreement with serious or persistent deficiencies may also be recognised in other cases not specified in the Special Conditions, after assessment of the specific circumstances of the non-performance of the essential term of the Agreement.

18. FORCE MAJEURE

18.1 Liability under the Agreement shall not apply and the Parties may be wholly or partially exempted from civil liability on the following grounds:

18.1.1. due to force *majeure*: the provisions of the Article 6.212 of the *Civil Code* of the Republic of Lithuania and the provisions of the Rules approved by the Resolution of the Government of the Republic of Lithuania of 15 July 1996 No. 840 "On the Approval of the Rules of Exemption of Liability in the Event of Force Majeure" shall apply;

18.1.2. due to the actions of the States of the European Union: when it is impossible to perform the obligation under the Agreement due to mandatory and unforeseeable actions (acts) of the State authorities of the European Union, which the Parties had no right to contest and which could not have been foreseen in advance.

18.2 The Party requesting to be relieved of its liability must notify the other Party of the force majeure circumstances immediately, but no later than 5 (five) days after the occurrence or becoming apparent of such circumstances, providing evidence that it has taken all reasonable precautions and made every effort to minimise the costs or adverse consequences, and of the possible time limit for the fulfilment of its obligations. A Party shall also give the other Party appropriate notice when the grounds for default cease to exist.

18.3 The grounds for releasing a Party from liability shall arise from the moment of the occurrence of the Force Majeure event or, in the case of failure to give timely notice, from the moment of the giving of notice. If a Party fails to give timely notice or to inform, it shall be liable to compensate the other Party for any damage suffered by the other Party as a result of the failure to give timely notice or the absence of any notice.

18.4 If the Force *Majeure* event continues for more than one (1) month from the date of notification, either Party may terminate the Agreement by giving five (5) business days' notice to the other Party. Force majeure shall not be deemed to mean that a Party does not have the necessary financial resources, or that the debtor's counterparties are in breach of their obligations, or that the debtor is in breach of its obligations to its counterparties.

19. NULLITY OF THE PROVISIONS OF THE AGREEMENT

19.1 If any provision of the Agreement is or becomes partially or wholly invalid, the Parties shall enter into an Accord as soon as practicable to replace the invalid provision with another provision which, so far as practicable, will have the same economic and legal effect as that intended by the invalid provision of the Agreement. Such an invalid provision shall not invalidate other provisions of the Agreement, provided that it is not contrary to law or regulation and it may be presumed that the Agreement would have been validly concluded without the invalid provision.

19.2 If an amendment to a provision of the General Conditions provided for in the Special Conditions is or becomes invalid, in whole or in part, the version of that provision of the General Conditions which existed before the amendment shall not apply. In such a case, the Parties shall act in accordance with Clause 19.1 of the General Conditions.

20. AMENDMENTS TO THE AGREEMENT

20.1 The terms and conditions of the Agreement may not be amended during the term of the Agreement, except for such terms and conditions of the Agreement as are provided for in the Agreement and/or may be amended in accordance with the provisions of the Public Procurement Law.

20.2 Amendments to the Agreement shall be formalised by an Agreement between the Parties.

20.3 The Party initiating the Accord must provide the other Party with a notice of amendment to the Agreement and a justification of the factual and legal basis for entering into the Accord. The other Party shall, within 5 (five) business days (or such other period as may be agreed in writing by the Parties), analyse and evaluate the information received, and submit its comments and proposals based on the provisions of the Agreement or the mandatory provisions of laws and regulations.

20.4 The Accords shall enter into force upon their conclusion, unless otherwise specified in the Agreement. The Accord shall be made public by the Purchaser in accordance with the procedure laid down in Articles 33 and 86 of the Public Procurement Law.

20.5 A change of the details and particulars referred to in the Special Conditions shall not be deemed to be an amendment to the Agreement (except for the replacement of the Supplier, the Joint Venture Partner, a subcontractor or a specialist by another person) and the Party shall be obliged to change those details unilaterally by informing the other Party thereof. In any event, an amendment to the Agreement shall not constitute a material change to the Agreement.

21. SUSPENSION OF THE AGREEMENT

21.1 In the absence of fault on the part of the Supplier and in the event of circumstances which the Party to the Agreement could not have foreseen at the time of the conclusion of the Agreement, which prevent the Party to the Agreement from fulfilling its contractual obligations, and/or in the event of any other unforeseeable circumstances, the Parties to the Agreement shall have the right to initiate a suspension of the supply of the Goods (part of the Goods) until such time as the circumstances in question have ceased to apply.

21.2 The supply of the Goods (part thereof) may be suspended in any of the following circumstances:

21.2.1. in the event of *force majeure* as provided for in Section 18 of the General Conditions, the time limits for the performance of the contractual obligations shall be suspended as from the moment of the occurrence of the impediment, or, in the absence of timely notification, as from the moment of the notification, and shall be resumed as soon as the said circumstances no longer impede performance of the Agreement;

21.2.2. the Purchaser is unable to accept the Goods in accordance with the procedure set out in the Agreement (e.g. the room in which the Goods are to be installed has not been completed) and the Supplier is therefore unable to perform the Agreement;

21.2.3. due to unforeseen goods, services and/or works related to the object to be procured, the need for which has only become apparent during the performance of the Agreement;

21.2.4. delay in the performance of another Purchaser's purchase contract directly affecting this Agreement, which is not the fault of the Purchaser;

21.2.5. in the event of demonstrable obstacles or impediments caused to the Supplier by third parties other than the Supplier's untimely or inadequate performance of its contractual obligations in accordance with the terms and conditions of the Agreement;

21.2.6. in the event of a change in applicable law or the entry into force of a new law which affects the performance of this Agreement;

21.2.7. the necessity to suspend the contractual obligations is due to the suspension/reallocation/lack of funding or the like for the purchase of the Goods by the Purchaser;

21.2.8. as a result of legal (arbitration) disputes with the Purchaser or third parties, the subject matter of which is directly related to the performance of the Agreement.

21.3 If the suspension of the supply of the Goods (part thereof) is due to the circumstances referred to in Clause 21.2 of the General Conditions and lasts not more than 3 (three) months, such suspension shall be deemed to be an amendment of the Agreement in accordance with the terms and conditions set out therein and shall be formalised in accordance with the procedure set out in Clause 21.6 of the Agreement.

21.4 If the suspension of the Goods (part thereof) is due to circumstances other than those referred to in Clause 21.2 of the General Conditions and/or the circumstances referred to in Clause 21.2 of the General Conditions continue for a period exceeding 3 (three) months and/or not in accordance with the procedures set out in this Section, it shall be deemed to be an amendment to the Agreement to be carried out in compliance with the provisions of the Public Procurement Law, and to be executed in accordance with the procedures set out in Clause 21.6 of the Agreement.

21.5 The performance of the contractual obligations may be suspended only during the term of the Agreement in accordance with the following procedure:

21.5.1. in the event of the occurrence of circumstances which prevent the Supplier from fulfilling its contractual obligations, the Supplier shall immediately notify the Purchaser thereof. The Supplier's written request shall specify the circumstances of suspension (Clause 21.2 of the General Conditions) and the arguments, objective facts and evidence supporting the occurrence of the circumstances and the possible time limit. The Purchaser shall, after assessing the request, inform the Supplier in writing of its decision to suspend the performance of the contractual obligations within a maximum of 3 (three) business days. If the Supplier fails to provide specific arguments, facts and evidence, the Purchaser shall have the right to refuse in writing to confirm the suspension;

21.5.2. after the Purchaser has informed the Supplier in writing and provided the Supplier with a reasoned explanation as to the circumstances and the period for which suspension of the contractual obligations is necessary, the Supplier shall inform the Purchaser in writing within a maximum of three (3) business days and shall confirm its acceptance of the suspension. The Supplier shall have the right to object to the suspension of the performance of the contractual obligations only if the Supplier is able to remedy, at its own expense and by its own efforts, the circumstances giving rise to the necessity to suspend the performance of the contractual obligations.

21.5.3 Upon receipt of the Purchaser's written notice of suspension, the Supplier must suspend the performance of the contractual obligations or part thereof without delay, but at the latest within three (3) business days after the date of the confirmation sent to the Purchaser. If the performance of the contractual obligations or any part thereof is suspended, the Parties shall not be entitled to perform any of their obligations under the Agreement or any part thereof.

21.6 The suspension of the performance of the contractual obligations shall be formalised by written agreement between the Parties, specifying the reasons for the suspension and the period of the suspension, and shall be accompanied by the documents evidencing the grounds for the suspension and shall be authenticated by the signatures of the Parties' authorised representatives. Such agreements shall form an integral part of the Agreement.

21.7. The performance of the contractual obligations shall be suspended for a period not exceeding the existence of a specific, reasonable circumstance.

21.8 The Parties agree that the period of suspension of performance of the contractual obligations shall not be counted as part of the term of the Agreement, during which time the contractual obligations shall not be performed, and no payments, penalties or downtime shall be payable by the Purchaser to the Supplier for this period.

21.9 If the time limits for the performance of the obligations under the Agreement have been suspended on the grounds set out in the Agreement, they shall be resumed at the expiry of the circumstances giving rise to the suspension or the period specified in the agreement between the Parties, whichever is the earlier. In the event that the time limits for the performance of the obligations under the Agreement are resumed before the expiry of the period of suspension specified in the accord between the Parties, the Parties shall formalise the date of resumption of the time limits for the performance of the obligations under the Agreement in writing.

21.10. Upon resumption of performance of the Agreement, the time limits for the performance of the outstanding obligations (part thereof) and the validity of the Agreement shall be postponed for the period of time remaining for their performance (the validity of the Agreement) at the time of their suspension.

21.11. If the performance of the contractual obligations has been suspended for a period of more than three (3) months, after the expiration of this period one Party may, by written notice to the other Party, request the resumption of performance of the Agreement. If a Party fails to resume performance of the Agreement within ten (10) days of the request, the other Party may terminate the Agreement by giving ten (10) days' notice to the other Party without justifiable circumstances.

22. TERMINATION OF THE AGREEMENT

The Agreement may be terminated in the cases provided for in Article 90 of the Public Procurement Law and in the Agreement, including the possibility to terminate the Agreement by an accord of the Parties.

Claims for breach of the Agreement

22.1.1 If a Party breaches the Agreement or the laws and regulations, the other Party shall have the right to submit a written claim to the other Party, specifying the provision of the Agreement or the laws and regulations breached and the manner in which it was breached, and to set a reasonable time limit for the Party to remedy the breach.

22.1.2 The Party receiving the claim shall respond to the claim promptly, but not later than within 5 (five) business days, and shall state what measures it will take to remedy the breach within the time limit specified in the claim or shall reasonably propose another reasonable time limit. The Supplier's right to propose another time limit shall not be deemed to be an obligation on the part of the Purchaser to accept that time limit. The time limit proposed by the Party receiving the claim shall replace the time limit specified in the claim only if it is accepted by the other Party.

22.2 Termination of the Agreement at the initiative of the Purchaser

22.2.1 The Purchaser shall unilaterally terminate the Agreement by giving the Supplier a written notice of at least 5 (five) days if the Supplier commits a material breach of the Agreement, as specified in the Special Conditions, or a breach of the Agreement that meets the characteristics of a material breach of the Agreement as specified in *the Civil Code of the Republic of Lithuania* and having received the Purchaser's complaint, does not rectify the breach within the time limit set out in the claim.

22.2.2 The Purchaser shall have the right to unilaterally terminate the Agreement or any part thereof by giving the Supplier not less than ten (10) days' notice in writing if:

22.2.2.1. the Supplier is declared bankrupt, is the subject of an out-of-court insolvency procedure, becomes insolvent or is likely to become insolvent, suspends its business activities, or enters into a situation analogous to that provided for by law or regulation;

22.2.2.2. the Supplier's situation has changed and the Supplier fulfils the grounds for exclusion set out in the procurement documents;

22.2.2.3. there is a change in legislation relating to the subject matter of the Agreement, to the performance of the Agreement, or to the activities of the Purchaser for which the Agreement has been concluded, and the Purchaser decides to terminate the Agreement as a result of such changes;

22.2.2.4. the Purchaser decides to cease to carry out the activity for which the Goods are purchased under the Agreement and the need for the Agreement ceases to exist;

22.2.2.5. the Purchaser's governing body takes a decision which results in the need for the Agreement to cease to exist;

22.2.2.6. the Purchaser's financial situation changes/deteriorates or the Purchaser does not receive or loses financing and decides to terminate the Agreement for that reason;

22.2.2.7. there is a change in the Purchaser's organisational structure, such as legal status, nature or management structure, which may have an impact on the proper performance of the Agreement or the need for the Agreement;

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

22.2.2.9. the Purchaser receives an instruction or recommendation from the procurement oversight authorities to terminate the Agreement;

22.2.2.10. the Supplier delays or refuses to provide an extension of the Performance Security for more than ten (10) business days after the expiry of the last validity period of the Performance Security;

22.2.2.11. the Supplier refuses or fails to remedy defects in the Goods within a reasonable time specified by the Purchaser;

22.2.2.12. the Supplier is in breach of the Agreement or of laws and regulations and fails to remedy the breach within the period specified in the Purchaser's written claim;

22.2.2.13. The Government of the Republic of Lithuania, in accordance with the procedure set out in *the Law on Protection of Objects Critical to National Security* adopts a decision confirming that the Agreement is not in the interests of national security (applicable if the Purchaser operates in areas considered to be part of sectors of the economy strategically important for national security or is considered to be an essential subject);

22.2.2.14. the circumstances referred to in Article 37(8) and/or Article 47(8) of the Public Procurement Law become apparent.

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

22.2.4. the Purchaser shall unilaterally terminate the Agreement or suspend its performance immediately, but not later than within 5 (five) days, for the period of implementation of the mandatory international sanctions as defined in the Law on Sanctions and other international, European Union and Republic of Lithuania legislation by giving written notice to the Supplier if the Agreement has entered into force prior to the imposition of such international sanctions in the Republic of Lithuania. The Supplier shall not be permitted to enter into new obligations under the Agreement, the performance of which would be inconsistent with the implementation of international sanctions in the Republic of Lithuania.

22.2.5 If the Agreement is terminated as a result of a material breach of the Agreement by the Supplier, or if the Supplier terminates the Agreement unjustifiably outside the procedure set out in the Agreement, and if the Special Conditions do not provide for the proper performance of the Agreement to be secured by the Performance Security, the Supplier shall be obliged to pay to the Purchaser a fine of the amount set out in the Special Conditions, and to compensate for the damages related to the termination. If the Special Conditions provide that the proper performance of the Agreement is secured by a Performance Security, the Supplier undertakes to pay to the Purchaser the remainder of the amount of the penalty specified in the Special Conditions and to indemnify the Purchaser against damages in connection with termination

of the Agreement to the extent that they are not covered by the Performance Security. In the event that the Purchaser claims damages, the amount of the penalty shall be set off against the damages.

22.2.6 The Purchaser shall have the right to unilaterally terminate the Agreement in other cases provided for in the Special Conditions (if applicable) and in laws and regulations.

22.2.7 The Agreement shall be deemed to be terminated on the day following the expiry of the notice period.

22.2.8 In cases where the Supplier remedies the breach or the circumstances giving rise to the termination of the Agreement, the Agreement shall not be terminated and the termination notice shall cease to have effect, if the Supplier provides information on the remedy of the breach or the cessation of circumstances giving rise to the termination of the Agreement.

22.3 Termination of the Agreement at the initiative of the Supplier

22.3.1 The Supplier shall have the right to unilaterally terminate the Agreement by giving the Purchaser not less than 30 (thirty) days' written notice if the Purchaser is in breach of the terms of payment with the Supplier (except where the Purchaser has exercised its right to withhold payments) and the Purchaser's debt to the Supplier exceeds 20 (twenty) per cent of the Purchaser's liability to the Purchaser. The Purchaser shall pay the amounts due to the Supplier within 30 (thirty) days after receipt of the Supplier's claim.

22.3.2 The Supplier shall be entitled to unilaterally terminate the Agreement by giving the Purchaser at least ten (10) days' written notice if:

22.3.2.1. the Purchaser is subject to bankruptcy proceedings, out-of-court insolvency proceedings, becomes insolvent or has a likelihood of becoming insolvent, the Purchaser suspends its business activities, or a similar situation arises under the procedure provided for by laws and other legal acts;

22.3.2.2. the Purchaser is in breach of the Agreement or of laws and regulations and fails to remedy the breach within the time limit specified in the Supplier's written claim, except in the case set out in Clause 22.3.1 of the General Conditions.

22.3.3 If the circumstances referred to in clause 22.3.1 of the General Conditions relate only to a separate part or a separate Accord, the Supplier shall have the right to terminate the Agreement only in respect of that part, or to terminate only such Accord.

22.3.4 The Supplier shall have the right to unilaterally terminate the Agreement in other cases provided for in laws and regulations.

22.3.5 If the Agreement is terminated due to a material breach of the Agreement by the Purchaser or if the Purchaser unreasonably terminates the performance of the Agreement outside of the procedure set out in the Agreement, the Purchaser shall be obliged to pay to the Supplier a penalty of the amount specified in the Special Conditions and to compensate for the damages associated with the termination of the Agreement.

22.3.6 The Agreement shall be deemed to be terminated on the day following the expiry of the notice period.

22.3.7 Where the Purchaser remedies the breach or the circumstances giving rise to the termination of the Agreement within the period of the termination notice, the Agreement shall not be terminated and the termination notice shall cease to have effect if the Purchaser provides information on the remedying of the breach or the circumstances giving rise to the termination.

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

22.4.1 Termination of the Agreement shall not affect the validity of the terms and conditions of the Agreement setting out the dispute procedure and any other terms and conditions of the Agreement which, by their nature, survive termination.

22.4.2 In the event of termination of the Agreement, the Parties shall:

22.4.2.1. satisfy themselves that the Goods delivered and other acts performed prior to the date of termination of the Agreement comply with the requirements of the Agreement and that the Parties shall have no further claims against each other in respect thereof;

22.4.2.2. pay for the Goods delivered prior to termination of the Agreement in accordance with the Agreement;

22.4.2.3. within ten (10) days of the date of receipt of the notice of termination of the Agreement or of the date of the Accord on the termination of the Agreement, hand over to each other all documents which were required to be handed over in accordance with the Agreement.

23. CHANGE OF MODEL OR MANUFACTURER OF THE GOODS

23.1 The Supplier shall have the right to change the model and/or manufacturer of the Goods provided that all of the following conditions are met:

23.1.1. if the Goods specified in the Supplier's offer are no longer being produced or if there is a substantial disruption in the supply of the Goods and the manufacturer's approval has been obtained and/or the Goods or their manufacturer pose a threat to national security and/or the supply of the Goods is contrary to mandatory international sanctions implemented in the Republic of Lithuania as defined in the Law on Sanctions and/or the Goods, their components and/or the manufacturer do not comply with the provisions of Article 45, paragraph 2 ⁽¹⁾ of the Public Procurement Law;

23.1.2. if the Goods to be replaced are in full compliance with the requirements of the procurement documents and are of equivalent or better quality than the Goods specified in the Supplier's offer, and the Supplier provides documentation to prove it. If the Supplier has provided samples of the Goods during the procurement procedures, the Goods to be delivered shall be of at least the same quality as the samples provided;

23.1.3. provided that the Supplier has submitted a written request to the Purchaser, together with the documents justifying the change, at least ten (10) days prior to the intended change of the Goods and has obtained the Purchaser's written consent. The Purchaser shall have the right to object to the replacement of the Goods and shall have the right to terminate the Agreement if the Supplier has failed to provide evidence, or the provision of such evidence does not substantiate that the Goods to be replaced are in conformity with the procurement documents and are of equivalent or better quality than the Goods specified in the Agreement;

23.1.4. the Parties have entered into a written Accord to the Agreement for the replacement of the Goods.

23.2 In the case referred to in this section of the General Conditions, the Goods shall be delivered at a price not higher than the price stated in the offer.

24. COMMUNICATION PROCEDURE AND LANGUAGE

24.1 The Agreement shall be concluded in Lithuanian. If the Agreement or any of its constituent documents is drawn up in another language or translated into another language, only the text of the Agreement in the Lithuanian language shall be considered authentic in all cases (in the event of any inconsistencies, the text in the Lithuanian language shall prevail).

24.2 If a Party notifies the other Party of its new contact details, it shall, upon receipt of such notification by the other Party, send all notices and information under the Agreement in accordance with the new contact details. If a Party does not notify a change in contact details or until the other Party receives such notification, the sending of the notification shall be deemed to be appropriate in accordance with the last contact details known to the Party.

24.3 If the notice is served personally or sent by post or courier, it shall be served by hand delivery upon signature and shall be deemed to have been received on the date specified in the acknowledgement of receipt.

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

24.5 If a notice is sent by several different methods, the recipient shall be deemed to have received it when he or she received the preceding notice.

25. CLAIMS AND DISPUTE SETTLEMENT

25.1 Any dispute, controversy or claim arising out of or in connection with the Agreement or its breach, termination or validity shall be settled in the first instance by negotiation between the heads of the Parties or their authorised representatives.

25.2 If the Parties fail to resolve a dispute by negotiation, then any such dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or invalidity thereof shall be finally settled by the courts of the Republic of Lithuania in accordance with the procedure provided for by the law of the Republic of Lithuania.

25.3 Disputes arising shall not constitute grounds for the Parties to refuse to perform their obligations under the Agreement.