
GENERAL PART OF THE CONTRACT ON THE LEASE OF GOODS

GENERAL PROVISIONS

1. DEFINITIONS OF CONTRACT

Persons

- 1.1. **'Authorising Authority'** shall mean a legal person, which has authorised, pursuant to the provisions of Article 83 of the Law on Public Procurement of the Republic of Lithuania (LPP) or of Article 91 of the Law on Procurement (LP) accordingly or under other grounds, the Contracting Authority to perform the procedures and Procurement-related procedures before the Public Contract is concluded.
- 1.2. **'Companies of Ignitis Group'** shall mean AB Ignitis grupė, any legal entities directly controlled by it and other legal persons, in which AB Ignitis grupė holds an interest.
- 1.3. **'Lessee'** shall mean the legal entity (Authorised Organisation) specified in the SP of the Contract, which temporarily owns and uses the Goods referred to in the Contract transferred by the Lessor and pays the lease fee for the same.
- 1.4. **'Lessor'** shall mean the person or group of persons named in the SP of this Contract who transfer(s) the Goods referred to in the Contract to the Lessee for temporary possession and use.
- 1.5. **'Contracting Authority'** shall mean a legal person duly authorised by the Lessee to organise and carry out public procurement procedures on behalf of and in the interests of the Lessee pursuant to LPP or LP.
- 1.6. **'Subcontractor'** shall mean a legal or natural person who is engaged for the performance of the Contract or a part of it in accordance with a valid reciprocal transaction with the Lessor. The Lessor must specify in the Tender the Subcontractor or the part of the Contract for which the Subcontractor will subsequently be engaged ((LPP Article 88/LP Article 96)..
- 1.7. **'Party'** shall mean the Lessee or the Lessor, each individually. **'Parties'** shall mean the Lessee and the Lessor jointly.
- 1.8. **'Third Party'** means any other natural or legal person who is not the party of the Preliminary Contract.
- 1.9. **'Economic Operator'** shall mean a legal or natural person whose capacities the Lessor relies on to meet the qualification requirements specified in the Procurement documents (LPP Article 49/LP Article 62). In cases where the Lessor relies solely on the resources of another entity but not on their capacities to meet the qualification requirements specified in the Procurement documents, such economic operators are referred to as **Third Parties** in this Contract.

General definitions

- 1.10. **'Total Contract Price'** shall mean the total price for the lease of the Goods specified in the SP of the Contract for the term of the Contract, which shall not be exceeded during the term of the Contract (unless the Contract provides for conversion), payable by the Lessee to the Lessor for the lease of the Goods in accordance with the Lease Rates for the Goods (if any), inclusive of all expenses and charges.
- 1.11. **'Services/Work'** shall mean the Work and Services relating to the transfer of the Goods and the lease of the Goods throughout the lease period specified in the Contract. The Technical Specification expressly provides for the Services and/or Work to be carried out by the Lessor on its own resources at the rates (price) specified in the Tender. All of the provisions of this Contract and, in the alternative, provisions of legislations shall apply to the provision of Services, performance of Works, quality, application of sanctions, elimination of defects, payment, etc., to the extent, to which certain relations or the part thereof is not regulated by the Contract.
- 1.12. **'Procurement'** means a public procurement carried out by the Contracting Authority, on the basis of a technical assignment provided by the Lessee, for the benefit of the Lessee in order to have the Contract concluded.
- 1.13. **'Goods'** means the goods specified in the SP of the Contract to be transferred by the Lessor to the Lessee for the period of the lease specified in the Contract, including all Work performed by the Lessor in connection with the lease of the Goods, as well as delivery, installation, installation, commissioning and other services related to their proper preparation for use.
- 1.14. **'Lease Price/Lease Rate'** may be used in the Contract as the term used in the Contract for the lease price of the Goods, the price of an individual group of Goods or the individual rate for the lease of the

Goods (the rates (if any) set out in the SP of the Contract), and which is set out in the Contract, and which shall be the rates payable by the Lessee in respect of the Goods to be leased, including any costs and charges.

1.15. **'Handing over of the Goods'** – includes the Lessor's obligation to hand over the Goods and to carry out/deliver all related work/services within the timeframes set out in the Contract, unless otherwise stated in the SP of the Contract or in the Technical Specification or the Purchase Order. The supply or transfer deadline prescribed in the Contract shall include the delivery of the Work/Services and all related works that are necessary for the transfer of a fully installed, fitted, configured and operational object of the Procurement to the Lessee, unless otherwise provided in the SP of the Contract or the Technical Specification or Order. The Lessee shall have the right to collect the Goods at the location of the Goods or at any other place agreed by the Parties.

1.16. **'Defects of Goods'** shall mean any quality nonconformities identified by the Lessee or/and Third Parties at the time of transfer and acceptance of the Goods, or/and any other period of validity of the Contract with the requirements of the Procurement documents (including, but not limited to, the quality requirements of the Goods specified in the Procurement Documents and the values proving compliance with these requirements proposed by the Lessor in the Tender when the most economically advantageous tender in the Procurement was selected according to the price (or cost) and quality ratio, and points were awarded to the Lessor for compliance with the relevant requirements) or/and of the legislation, malfunctions, hidden defects, operational failures, etc., which would cause the Goods to become unusable for the purpose intended by the Lessee, or which would cause the usefulness of the Goods to diminish in such a way that the Lessee, had it been aware of such defects, either would not have leased such Goods in general or would not have paid the price at this particular rate.

1.17. **'Provision/Delivery'** shall include the obligation to provide the Services and/or carry out Works and transfer the deliverables thereof within the terms prescribed herein, if such Services or Works are procured under the Contract. The provision or delivery deadline prescribed in the Contract shall include the provision of the Services/performance of Works, including all related works that are necessary for the transfer of the deliverables of the Services/Works to the Lessee, unless otherwise provided in the SP of the Contract or the Technical Specification.

Documents

1.18. **'Certificate'** shall mean a Certificate of Transfer and Acceptance of Goods, Works or/and Services, or other equivalent document signed between the Parties once the Services are provided, the Goods are delivered or/and collected by the Lessor at the site of transfer of Goods, or the Works are implemented by the Lessee, certified by the signatures of the Parties. If the SP of the Contract provides for related Work/Services necessary for the proper use of the Goods, the certificate shall be signed after all the Work/Services related to the supply of the Goods for hire have been properly performed. Upon the collection of the Goods by the Lessor, the Parties must also sign the certificate of delivery and acceptance of the Goods (2 copies), containing the mark "Returned to Lessor".

1.19. **'Law'** shall mean the Law on Procurement by Contracting Authorities Operating in the Water, Energy, Transport or Postal Services Sectors of the Republic of Lithuania (as last amended) (current version, hereinafter the LP), which applies to the utility sector, or the Law on Public Procurement of the Republic of Lithuania (as last amended) (current version, hereinafter the LPP) accordingly, which applies to the classical sector.

1.20. **'Invitation to conclude a Contract'** shall mean a notice given to the Lessor whereby the Lessor is invited to sign the Contract and is notified of the deadline for the award of the Contract.

1.21. **'Tender'** shall mean a set of documents submitted by the Lessor in the course of the procurement procedures undertaken by the Contracting Authority.

1.22. **'Procurement Conditions'** shall mean a set of documents submitted in the course of the Procurement Procedures undertaken by the Contracting Authority, on the basis whereof the Lessor has submitted a Tender.

1.23. Notice means notices, enquiries, claims, etc. sent to the Lessor, which shall be deemed to have been duly sent and received on the date of their sending, if the notices are sent to the e-mail address of the Lessor specified in the SP of the Contract (if the contacts are not specified in the Contract), or by any other means specified in the Contract. If the message is sent by registered mail, it will be deemed to have been properly sent and received after 5 (five) business days after dispatch.

1.24. **'In writing'** shall mean the sending of any notice, enquiry, claim, order, etc. by electronic mail, by a means of communication or information technology application agreed by the Parties, by registered mail, by facsimile, by the CVP IS means, or by direct delivery to the party concerned, to the contacts indicated in the SP of the Contract of a Party.

1.25. **'Invoice'** shall mean a VAT invoice or other payment document (if the Lessor is not a VAT payer) shall be submitted to the Lessee for payment for the Goods delivered by the Lessor to the Lessee in a

proper, quality and timely manner. Invoices shall be submitted, accepted and processed following the procedure laid down in Article 22(3) of the LPP/Article 34(3) of the LP.

1.26. **'Invoice receipt day'** shall mean the date of receiving the Invoice using the e-service E-Invoice.

1.27. **'Contract'** shall mean this Contract, which consists of the documents listed in clause 2.1. of the GP of the Contract. The term 'Contract' shall hereinafter include all and any documents listed in clause 2.1 of the GP of the Contract, unless the paragraph provides otherwise.

1.28. **'GP of the Contract'** shall mean the present document that is an integral and inseparable part of the Contract and that sets forth the standard terms and conditions of the Contract, standard rights and obligations as well as liability of the Lessor and of the Lessee.

1.29. **'SP of the Contract'** shall mean the Special Part of the Contract detailing the subject of the Contract, the scope and price of the leased Goods, and rates (if applicable), delivery deadlines for the leased Goods, the transfer – acceptance procedure, and other terms and conditions agreed between the Parties.

1.30. **'Technical Specification'** shall mean a document specifying the technical and other requirements for the leased Goods.

1.31. **'Legislation'** shall mean the legislation of the Republic of Lithuania and international treaties, the European Union legislation or decrees of public authorities of any Third Party of individual or regulatory nature that, regardless of their legal power and/or jurisdiction, are binding on either Party and/or affect the performance of the Contract, and the Lessee's internal legislation, which the Lessor has been made aware of.

1.32. **'Order'** shall mean an order placed by the Lessee to the Lessor for the lease of Goods. All notifications and Orders from the Parties shall be sent using the contact information specified in Annex 1 of the SP of the Contract or an agreed information technology application and shall be deemed to have been received by the Lessor on the date of dispatch of the Order, or after 5 (five) calendar days if sent by registered post of the Party, or shall be deemed to have been received at the time of service if delivered directly.

Dates and deadlines

1.33. **'Day'** shall mean a calendar day, unless otherwise provided for in the documents part of this Contract.

1.34. **'Working Day'** shall mean a working day in the Republic of Lithuania, unless otherwise provided for in the documents part of this Contract.

1.35. **'Year'** – unless differently specified in this Contract, the term shall mean a period of 365 days.

1.36. **'Date of entry into force of the Contract'** shall mean the date of signing the Contract or other data referred to in the Special Part of the Contract.

2. ENTRY INTO FORCE, STRUCTURE AND INTERPRETATION OF THE CONTRACT

2.1. This Contract shall be an integral and indivisible document consisting of all the below-listed documents. For the purposes of interpretation and application of the Contract, the following precedence of the documents part of the Contract shall be established:

2.1.1. Technical Specification including any annexes thereto;

2.1.2. SP of the Contract including any annexes thereto;

2.1.3. GP of the Contract;

2.1.4. Invitation to conclude a Contract;

2.1.5. Lessor's Final Tender;

2.1.6. Minutes of the dialogue/negotiations between the Parties in the context of Procurement and the Lessor's revised Tender, if such documents have been concluded;

2.1.7. Explanations of clarifications of procurement document drafted by the Lessee or the contracting authority, if any;

2.1.8. Terms and Conditions;

2.1.9. Terms and conditions for a call for applications with evidence of qualifications as drawn up by the Lessee or the Contracting Authority, provided that this Contract was concluded when the Lessee had completed the procedures of the Procurement with the value equalling at least the threshold of the cross-border procurement;

2.1.10. Lessor's Initial Tender;

2.1.11. The Lessor's application (if applicable) with evidence of qualifications, provided that this Contract was concluded when the Contracting Authority had completed the procedures of the Procurement with the value equalling at least the threshold of an international procurement.

2.2. Where the documents part of the Contract contain any uncertainties, inconsistencies or contradictions, the rules contained in the instrument of the Contract of higher power shall at all times be considered to replace the identical rules laid down in the instrument of the Contract of lower power as of the date of entry into force of the Contract. If documents provided by the Lessor, including licenses, usage rules,

or similar, are considered part of the Contract, any provisions of the Lessor's documents that contradict the Law and/or the conditions of the Procurement documents are deemed invalid.

2.3. The moment of entry into force and the period of validity of the Contract are set out in the SP of the Contract.

2.4. The Contract shall be governed by and interpreted in accordance with the law of the Republic of Lithuania. All rights and obligations hereunder shall be governed by the legislation of the Republic of Lithuania.

2.5. Unless otherwise provided by the documents part of the Contract, the wording of the Contract shall be understood in accordance with the following basic rules of interpretation:

2.5.1. words indicating specific gender of the person shall mean any gender;

2.5.2. words denoting the singular shall also mean the plural, words denoting the plural shall also mean the singular;

2.5.3. The words "agree", "make an agreement", "agreement" always mean that the relevant agreement between the parties must be made in writing.

2.6. All terms and definitions used in this Contract shall have the general meaning or a special meaning closest to the nature of the Contract, unless otherwise defined and explained in the Contract.

2.7. All disputes related to the present Contract shall be settled by the Parties by way of mutual negotiations. If the Parties are unable to resolve the dispute by negotiations, the dispute shall be resolved in the courts of the Republic of Lithuania according to the laws.

3. OBJECT OF THE CONTRACT

3.1. The subject matter of the Contract shall be the Goods specified in the Contract, as described in the Technical Specification, which shall be transferred to the Lessee for temporary use and management on a lease basis.

3.2. Under the Contract, Services (if a separate rate is provided in the Procurement documents) may be provided in connection with the lease of Goods and related Work (work and services that are not additionally compensated and were to be included in the Tender), the name, quantity, quality, safety, and other requirements of which are specified in the Technical Specification and/or the Contract. In addition, the Services and related Work shall be subject to the requirements of the legislation governing the performance, safety and quality standards of such Services and related Work, and to the terms of the Contract.

3.3. The Services may also be provided and/or the Works may be carried out on the basis of the Contract, to which the provisions of the Contract and of the Legislations according to the nature of Services/Works and requirements of Technical Specification shall apply *mutatis mutandis*.

4. VOLUME AND PRICE OF THE GOODS TO BE LEASED

4.1. The quantity of leased Goods and the total price of the Contract are specified in the SP of the Contract. Lease rates of Goods (if applicable) and the total Contract Price have been provided in the SP of the Contract.

4.2. Individual lease rates and the total Contract Price may not be modified unless such modification, including the review arrangements, has been expressly provided for in the SP of the Contract and/or where the price rates are reduced under a written agreement between the Parties.

4.3. If the Procurement documents do not provide for a separate rate to be applicable to a particular Service or Work or the lease of Goods, then everything that relates to the lease of the Goods referred to in the Contract must be included in the Tender price, for the purpose of achieving the final objective of the Procurement stipulated in the Contract, and it shall not be paid on additionally (unless otherwise provided for in the SP of the Contract or in the Technical Specification). The Lessor has included in the Tender price and individual Tender lease rates all and any costs related to the lease of the Goods, implementation of Works and/or provision of Services, all taxes and charges (including VAT), including but not limited to:

4.3.1. All costs related to the performance of the Contract (transportation, packaging, transit, inspection, insurance, collection of delivered Goods at the site and/or commissioning, and/or supervision of these tasks);

4.3.2. Costs of related work, as well as labour costs and consulting the Lessee throughout the term of the Contract;

4.3.3. Technical maintenance costs of the Goods, including all costs incurred by the Lessor for materials, transport, personnel, and others used during technical maintenance;

4.3.4. Costs concerning the quality warranty for the Goods, Services and/or Works, including free in-warranty servicing during the period of the quality warranty (hereinafter referred to as the 'Warranty Period'), including all and any costs incurred by the Lessor in respect of materials, transport, staff, etc. used during the Warranty Period.

4.3.5. Costs for the supply of tools, equipment, insurance, human and other resources necessary for the performance of the Contract (if applicable);

4.3.6. all costs related with the preparation and submission of documents required in the technical specification;

4.3.7. Costs for the establishment in the Republic of Lithuania (if necessary to ensure the lease of Goods) or costs concerning the exercising of the right to free movement of goods (costs for obtaining documents regarding recognition of the right and certifications from the competent authorities of the Republic of Lithuania and/or relating to professional partnerships, etc.);

4.3.8. Costs concerning the conclusion and performance of this Contract, including costs related to the imposition of sanctions for default;

4.3.9. All other direct and indirect costs related to the lease of Goods and any work or services necessary for the supply of the leased Goods, which the Lessor, as an expert in the field, should have anticipated and could have foreseen if they had been sufficiently diligent and properly considered the fact that the Lessee expects the Lessor to supply the leased Goods while also performing the related work necessary or provided for in the Procurement documents, to use the Goods for their intended purpose without additional costs from the Lessee;

4.3.10. Other costs related to the performance of the Contract.

4.4. All payments and settlements under the Contract shall be carried out in the national currency of the Republic of Lithuania – the euro.

5. FAMOUS, MONETARY OBLIGATIONS AND SUSPENSIONS

5.1. The Lessee shall pay the Lessor for the Goods actually transferred on a lease basis according to the procedures and deadlines specified in the SP of the Contract.

5.2. When presenting the Invoice and the Certificate, the Lessor shall state the date and number of the Contract and clearly detail what particular Goods have been handed over. The Lessor must also indicate in the Invoice the name, surname, and contact telephone number of the person responsible for the performance of the Contract specified in the SP of the Contract. If the requirements of the Contract SP or the Technical Specification do not require the Certificate as a separate document, the Parties agree to treat the Invoice as the Certificate.

5.3. The Lessor must submit the Invoices in accordance with the procedures established by law.

5.4. If the Lessor is subject to liquidated damages under the Contract, the amount payable by the Lessee for the leased Goods shall be reduced by the amount of the liquidated damages. In addition, the Lessee shall also have the right to deduct any charged penalties from any payments to be made to the Lessor in accordance with the statutory procedure by giving a notice to the Lessor in writing of the set-off of such penalties.

5.5. The Parties agree to apply the following procedure for the netting of payments of the Lessee according to this Contract:

5.5.1. in the first instance, the Lessor's claims relating to the fulfilment of payment obligations for the Goods handed over hereunder;

5.5.2. in the second instance, the Lessor's claims relating to the compensation of penalties or losses hereunder;

5.5.3. in the third instance, other amounts payable by the Lessee to the Lessor (if any).

5.6. If payments under this Contract are international, they shall be subject to the SHA settlement scheme (the paying party shall pay the bank charges for international money orders, and the foreign banks' fees are paid by the Party receiving the payment).

5.7. The Lessee shall have the right to withhold payments to the Lessor if the Lessor fails to meet its obligations hereunder in a timely manner or breaches at least one of the Lessor's obligations referred to herein. Payments shall be suspended for a period until the Lessor resolves any breaches/default in the performance of the Contract.

5.8. The Lessor shall bear all the risks due to the increase of costs associated with the performance of the Contract because of any events beyond the Lessee's control, causing difficulties for the Lessor in the performance of the Contract (the Lessor will have the cost concerning the performance of obligations increased). The discount on the lease of Goods under the Contract and/or the total price of the Contract will not be changed (except in cases specified by law or if the Contract clearly provides for a review procedure or the price/rates are reduced by mutual Contract of the Parties). An increase in the cost of performance of the obligations shall not entitle the Lessor to suspend the performance of the Contract or to withdraw from the Contract on these grounds. It would constitute a substantial breach of the Contract on the Lessor's side.

6. PRICE ADJUSTMENTS BECAUSE OF VAT

6.1. VAT shall be charged and paid in accordance with the procedure established in the legislation applicable at the time the VAT is chargeable. Should the VAT rate be provided for in the legislation applicable in the Republic of Lithuania change, the price of rent of the Goods (exclusive of VAT) indicated in the Contract shall not be modified, but the total price of rent of Goods shall be adjusted to the amount of the corresponding change in the VAT rate. The risk of changes in the VAT rate shall be borne by to the Lessee.

7. QUALIFICATION REQUIREMENTS

7.1. Where the Procurement documents includes qualification requirements for the Lessor and/or the specialist(s) engaged by it, the Lessor must ensure that equivalent qualifications of the Lessor and/or its specialist(s) are maintained during the entire Period of the Contract.

7.2. The Lessor shall have the right to replace the Lessor's specialist referred to in the Tender, who has been subject to the qualification requirements provided in the Procurement Documents, only in the presence of all the following conditions: (i) The Lessor must submit a reasoned written request to the Lessee for the replacement of a specialist no later than 10 (ten) calendar days before the desired replacement date (the request submission deadline may be shorter only in the case of illness or death of the specialist planned for replacement); (ii) in the request the Lessor must indicate another specialist who is proposed by a specialist indicated in the Procurement; (iii) together with the request, the Lessor submits all documents justifying the compliance of the new specialist with the personnel qualification referred to in the Procurement Documents; (iv) the Lessor shall receive a written approval from the Lessee to have the specialist replaced with a new specialist stated by the Lessor. The Lessee undertakes to provide a response within 10 (ten) calendar days from the receipt of the documents specified in this clause from the date of the Lessor's service. Once all the conditions set out in this clause have been fulfilled, the Contract for the replacement of the specialist shall be signed, the equivalent document being the Lessor's request and the Lessee's written confirmation signed by the Lessee's authorised representative.

7.3. At the Lessee's request, the Lessor must provide, within the time period set by the Lessee, sufficient evidence that it is in possession of all authorisations, certificates, licences necessary for the lease of Goods in the Republic of Lithuania under the statutory requirements and/or documents that meet statutory requirements, or other documents, the Lessor's internal regulations, schedules and other paperwork which has been listed in the Procurement documents as required or which has called for perusal thereof during the performance of the Contract.

7.4. If the Lessor breaches at least one of the provisions of Section 7 of the GP of the Contract and fails to commence proper performance of the Contract within 10 (ten) calendar days from the date of the sending of the notice by the Lessee to the Lessor, by remedying, at the Lessee's expense, all the defects referred to in the notice, then the Lessor, upon the Lessee's request, shall pay the penalty set out in clause 17.6 of the GP of the Contract in the amount of the fine for each case, and must remedy the breach without delay (within a period of no later than 5 (five) business days).

8. QUALITY OF GOODS

8.1. The requirements applicable to the Goods and the quality thereof shall be outlined in the Contract, in the Lessor's Tender; international, Lithuanian and manufacturer's/Lessor's standards governing the quality, supply and maintenance of the Goods (if applicable), environmental issues and/or safety, as well as the legislation governing the supply and support of Goods of similar nature, safety, personal data and cybersecurity requirements. The quality requirements of the Goods specified in the Procurement documents and/or the values proving compliance with these requirements proposed in the Lessor's Tender when the most economically advantageous tender in the Procurement was selected according to the price (or cost) and quality ratio, and points were awarded to the Lessor for compliance with the respective requirements, must be ensured for the entire period of validity of the Contract. If the Contract and (or) Lessor's Tender does not provide on specific quality, supply, environmental and safety requirements, the quality of the Lessor's Goods must meet the statutory requirements as well as the quality, technical and functional standards and other conditions normally applicable to such Goods.

8.2. In the event where Services are provided and/or Works are implemented under the Contract, the requirements for the provision/implementation and quality of Services/Works shall be defined in the Contract and in the international legislations and standards regulating the quality, provision, implementation, environmental safety and/or the standards of safety for the Services and/or Works, as well as those of the Republic of Lithuania. If the Contract does not provide for specific quality, implementation, provision, environmental and safety requirements, the quality of provided Services / implemented Works shall meet the requirements of Legislations and quality, technical and functional standards and other conditions normally applied for Services/Works of such nature. The Warranty Period for Services/Works is laid down by the Contract and/or Legislations. In cases, where the Contract or Legislations do not provide for a specific Warranty Period, the Lessee shall have the right to submit claims regarding the defects of Services/Works throughout the duration of the Contract. It shall be presumed that the Lessor shall bear pecuniary liability for all defects of Services/Works, which came to light during the performance of the Contract, unless the Lessor is able to prove that such deficiencies occurred not at the fault of the Lessor or its negligent performance of contractual obligations.

8.3. If Works are carried out under the Contract, all provisions of the Contract apply to their execution. Addition: The requirements for the Work and its quality shall be defined in the Contract, international standards, standards of the Republic of Lithuania, standards of the quality, performance, environmental and/or safety of the Work, as well as legal acts regulating the performance of the Work, safety, personal data and cyber security requirements. If specific requirements are not stipulated in the Contract, the quality of the

Work and the Warranty period must comply with the requirements of legal acts as well as the usual quality, technical, and functional standards and other conditions for such types of Work.

8.4. The Warranty period for the Goods or their parts (if applicable) is established in the Contract and begins from the date of transfer of the Goods or their parts to the Lessee, if the Goods are delivered in parts, i.e. from the date of signing the certificate. The established Warranty Period does not restrict the right of the Lessee to submit claims to the Lessor regarding the defects of transferred Goods according to the terms and procedure prescribed in Article 6.338 of the Civil Code of the Republic of Lithuania.

8.5. If the Lessee is unable to use the Goods transferred under the Contract due to defects in the Goods and/or obstacles beyond the Lessor's control, the term of lease shall not be counted until the Lessor removes the obstacles (obstacles are defined as defects in the Goods, malfunctions, improper performance of the related Work, etc.). The term of lease shall be extended at the Lessor's expense for the period of time during which the Lessee has been unable to use the Goods due to defects in the Goods, but in any event this shall not extend the term of the Contract.

8.6. By signing the Contract, the Lessor warrants that the Goods to be leased by the Lessor are in full conformity with the terms of the Procurement Documents and the Contract, and will remain as such throughout the lease period of the Goods, they are fit for their intended use, and are free from hidden defects in the Goods which would prevent the Goods from being used in accordance with their intended use or which would impair the utility of the Goods. The Lessor shall also guarantee that the Goods are of good quality, are free of design or material, resulting from the actions or absence of actions by the Lessor that may arise during the normal exploitation of the Products in the usual conditions at the location of their final destination.

8.7. It shall be presumed that the Lessor bears pecuniary liability for all defects of Goods, which came to light during the transfer and acceptance of Goods and/or during the Contract Period, unless the Lessor is able to prove that such defects occurred after the transfer of the Goods to the Lessee because the Lessee or related Third parties have violated the rules for use and storage of the Goods.

8.8. Defects of the Goods detected during the transfer and acceptance of Goods or/and after the signature of the Certificate, during the Contract Period shall be eliminated in terms prescribed in the SP of the Contract at the expense of the Lessor. The Lessee shall have the right to reject the Goods, if any defects of Goods are detected during the transfer and acceptance thereof. Any detected defects of Goods shall be recorded in the Certificate, providing reasoning behind the decision. Goods may be accepted by the Lessee with minor defects, specifying the defects in the certificate and the period within which the defects must be remedied. In all cases, all Works and/or Services, related to the elimination of defects of Goods, shall be carried out/provided by the Lessor at their own expense within the defect elimination period indicated in the SP of the Contract (unless the Parties agree on a shorter period). The term for settlement established in the Contract shall start and the obligation for the Lessee to settle with the Lessor arises only after the Lessee makes sure that all defects, are completely eliminated. The elimination of defect shall be recorded in the Certificate and approved with signatures of the Parties.

8.9. The Lessor shall be obliged to remedy, at its own expense, within the period of time specified in the SP of the Contract, any defects in the Goods discovered during the handover of the Goods and/or during the term of the Contract, which are not due to the fault of the Lessee, third parties (other than any third party connected with the Lessor and/or subcontractors employed by the Lessor), or to circumstances of *force majeure*. The Lessor shall perform all work and/or services related to the rectification of defects in the Goods or the replacement of the Goods at his own account, including the replacement, installation, repair, mounting, commissioning of the Goods, supply and other related work and/or services.

8.10. Elimination of defects of Goods shall not extend the deadline for the supply of Goods recorded in the Contract/ Order.

8.11. Should the Lessor fail to eliminate defects detected during the transfer and acceptance of the Goods and/or within the Contract period within terms indicated in the SP of the Contract, the Lessor shall, at the request of the Lessee, pay the Lessee contractual penalties established in the SP of the Contract and compensate to the Lessee for direct losses incurred due to such delay to the extent to which such losses are not covered by contractual penalties. The payment of liquidated damages shall not relieve the Lessor of its obligation to remedy the defects or replace the defective Goods with Goods of equivalent quality as soon as possible at own expense, and to continue to perform the Contract in a proper manner.

8.12. Upon failure of the Lessor to eliminate the defects of Goods or to replace the defective Goods with the ones of good quality within the term established in the SP of the Contract, where due to such defects the Lessee is unable to use the Goods according to their designated purpose, the Lessee shall, having notified the Lessor 1 (one) business day in advance, have the right to eliminate the defects on their own merits or by engaging Third Parties and the Lessor shall undertake to pay the defect elimination expenses incurred by the Lessee on the basis of the invoice or an equivalent document presented by the Lessee within 10 (ten) calendar days. The Lessor shall be liable to pay the full amount of the costs of rectification of defects and other costs, unless the Lessor proves that the defects in the Goods are due to the Lessee's improper storage or operation of the Goods.

8.13. The Lessor shall undertake to compensate the losses of the Lessee, related to the determination of quality (faults) of the Goods at the authorities authorised by the state to provide such services, according to the invoice presented by the Lessee. The Lessee shall have the right to carry out such expertise of the Goods without a prior agreement of the Lessor, if the Lessee has reasoned doubts regarding the quality of the Goods at the transfer and acceptance thereof or during the Contract Period, or hidden defects of Goods or their incompliance to the requirements of the Contract or Legislations become apparent after the transfer and acceptance of the Goods, or were the Goods (or a part thereof) cannot be used according to their designated purpose due to their malfunctions or other defects.

8.14. The Lessee shall have the right to return the non-quality Goods to the Lessor at the transfer and acceptance thereof or during the Contract Period, without providing the Lessor with the right to substitute non-quality Goods or to eliminate the defects thereof, if such defects of the Goods pose threat to the electricity and/or gas infrastructure, the security or continuous operation of information technology systems, the third parties, or where such faults are persistent and/or recurrent (more than 5 faults of the Goods per month or more than 2 (two) faults of individual item per month). In such case, the Lessor shall undertake to collect the Goods from the location indicated by the Lessee within 10 (ten) calendar days at their own expense and the Contract Price payable hereunder shall be reduced accordingly by the value of the defective Goods.

8.15. In supplying the Goods and/or carrying out the Works/providing the Services related to the supply of Goods, the Lessor shall ensure that the occupational safety, fire safety, environmental safety requirements and requirements of other legislation are followed.

8.16. The Lessor shall, at the request of the Lessee and within the term established by the Lessee, provide the Lessee with sufficient evidence that the Lessor has all permits, certificates, licences and/or other documents in compliance with the requirements of Legislations, necessary for the supply of Goods in the Republic of Lithuania or where a reasonable need of certain documents arises due to national security, personal data protection or cybersecurity.

8.17. In the event of a dispute regarding the quality of the Goods or if the Lessee's property is damaged due to the Lessor's fault during the term of the Contract, the Parties may form a joint dispute commission (comprising at least three members from each Party) and resolve the dispute through negotiations. Alternatively, in the case of a dispute, the Parties may appoint an independent expert, with the Lessor covering the costs of such appointment.

9. CONTRACT PERFORMANCE ARRANGEMENTS

9.1. The terms and conditions for delivery of the goods are set out in the Contract.

9.2. The Goods shall be delivered in accordance with the Lessee's separate written Orders, unless the Parties to the SP of the Contract have agreed on another procedure for delivery and/or ordering of the Goods.

9.3. The Lessor shall, after having fulfilled its obligations under the Contract in relation to the delivery of the Goods for hire of satisfactory quality and the performance of the related Work (other than the maintenance of the Goods and any other work carried out after the delivery of the Goods) or part thereof in accordance with the subdivision referred to in the Contract, contact the Lessee in writing for the signing of a Certificate, if the Certificate has not been signed at the place of the transfer of the Goods. The Goods shall be deemed to have been transferred only after the Parties have signed the Certificate specifying which Goods or a part thereof is being transferred. If the Certificate contains a reference to defects in the Goods, such signed Certificate shall only confirm the actual delivery of the Goods and shall not constitute a legal basis for payment until all defects referred to in the Certificate have been remedied and the Parties have signed the Certificate to confirm this. The Certificate states: The Contract number and date of its conclusion, the Goods, their quantity, the date of signing of the Certificate, any defects (scratches, etc.) detected at the time of handover, and any other information required by the nature of the Contract or the Goods. The Lessor shall have the right to submit an invoice for properly fulfilled obligations in a fault-free and quality manner, including non-essential faults, or a part thereof only after the signature of the Certificate, by which the Lessee confirms the acceptance and quality of respective obligations or a part thereof (if the SP of the Contract does not provide for other settlement procedure).

9.4. The Certificate shall be made in duplicate and signed by persons authorised by both Parties, unless otherwise provided in the SP of the Contract.

9.5. Unless otherwise provided in the SP of the Contract, the Lessee shall no later than within 5 (five) business days from the receipt of the Lessor's written request sign the Certificate or specify the faults in the Certificate and return it to the Lessor (by email specified in the Contract). When the deficiencies have been rectified, the Lessor shall contact the Lessee again and, if the deficiencies are found to have been rectified, the Lessee shall note the fact in the Certificate and the Parties shall sign the Certificate. The signature of the Certificate does not restrict the rights of the Lessee to appeal to the Lessor regarding the elimination of any hidden defects at the expense of the Lessor.

9.6. The term of lease shall commence on the date of signing the Certificate and shall run until the date of return of the Goods.

9.7. The Lessor shall hand over to the Lessee at the time of handing over and acceptance of the Goods all drawings, instructions and other data and documents belonging to the Goods by nature and/or specified in the Contract, which describe in detail how to use, maintain, adjust the Goods or their parts. Until the Lessee is provided with the instructions for use and maintenance of the Goods and/or other information, documentation (if applicable) provided for in the Procurement Documents, the Lessor's contractual obligations shall be deemed not to have been fulfilled and the Goods shall not have been handed over.

9.8. The cost of delivery of the Goods to the place of delivery, including unloading and related work, shall be borne by the Lessor, unless otherwise specified in the SP of the Contract.

9.9. The risk of accidental loss or damage to the Goods before the moment of signing the Deed shall be borne by the Lessor.

9.10. Before the expiration of the term for the delivery of Goods specified in the Contract, the due dates for delivery may be extended by written agreement of the Parties if the Lessor submits a reasoned request to extend the delivery term to the Lessee no less than 10 (ten) calendar days before the term expires (if the delivery term is shorter than 10 (ten) calendar days, the Lessor must make the request no later than 1 (one) business day before the term expires). The request must state that the circumstances affecting the extension are related to at least one of the following:

9.10.1. Additional instructions from the Lessee to the Lessor impact the delivery term(s) of the Goods;

9.10.2. The actions of state or municipality institutions or any other obstacles attributable to the Lessee and/or Third Parties engaged by the Lessee prevent the Lessor to fulfil obligations (including, but not limited to, failing to issue permits, consents or analogous documents in the terms provided by legal acts, when there is no fault of the Lessor) on time. The Lessor must prove that the Lessor, as a professional market participant with knowledge of the market and legislation, could not have foreseen these circumstances at the time of the submission of the Tender or that institutions are delaying issuing the required permits/documents not due to the Lessor's fault: The provision of documents of inadequate quality or repeated approvals due to the Lessor's negligence/fault are not considered valid grounds;

9.10.3. The circumstances not foreseen at the time of the signing of this Contract (unforeseen change of the Order placed by the Lessee, actions or omission on the part of Third Parties attributable to the Lessee, disputes in progress under a pre-trial or judicial procedure, changes of the provisions of legislations related to the execution of the Contract, the Lessee's becoming aware of new circumstances under which the quantity of the Order or the terms of delivery must be revised, etc.) arise during the performance of the Contract;

9.10.4. Lessor cannot supply Goods on time because its activities are suspended or restricted by a decision of competent authorities, if the decision is not related to action and/or inaction of the Lessor, its management, its personnel, and the reasons above objectively inhibit the Lessor to supply Goods in the terms provided in the Contract and the Lessor submits evidence supporting the measures adopted for eliminating the circumstances restricting the performance of contractual obligations (e.g., how the Lessor reorganises operations of the personnel, etc.) and supplying Goods as soon as possible.

9.10.5. the Lessee fails to (properly) implement their obligations under the present Contract, resulting in the Lessor being unable to supply Goods;

9.10.6. other circumstances clearly specified in the Technical Specification are present;

9.10.7. exceptionally unfavourable weather conditions having an impact on the Lessor's deadlines for the supply of the Goods;

9.11. Failure to fulfil contractual obligations by contractor of the Lessor shall not be considered a legitimate circumstance, based on which the term of delivery of Goods can be amended/extended, except for cases, when the activities of the contractor of the Lessor are suspended and/or restricted due to decisions of competent authorities of its state, the circumstances are not related to action and/or inaction of the contractor itself, its management, personnel, also due to an embargo, act of terrorism, coup, other civil unrest, radiation or other life-threatening air pollution ongoing in the state of the contractor, pandemic, state of emergency announced by competent authorities, while it is objectively impossible to substitute the contractor of the Lessor with another contractor (e.g., the Goods are being manufactured by a single contractor and there are no alternatives), and the Lessor could not have controlled or reasonably foreseen such circumstances at the time of the conclusion of the Contract. The Lessor, when requesting for an extension of term for the delivery of Goods on the aforementioned grounds, shall submit written evidence to the Lessee proving the existence of the circumstances the request is based on and reasons why it is impossible to substitute the contractor with another contractor. The economic consequences of replacing the Lessor's Contractor are the Lessor's responsibility and may not be considered a valid reason for the replacement of the contractor.

9.12. The Parties undertake to inform each other immediately in writing of the occurrence of the circumstances referred to in Clause(s) 9.10 and/or 9.11 of the Contract.

9.13. The term established in the Contract for the delivery of Goods may be extended pursuant to Paragraph(s) 9.10 and/or 9.11 of the Contract only for a period that the Lessor can prove by presenting objective evidence (photographs, requests, documents, confirmations issued by state authorities, etc.).

9.14. The term established in the Contract for the delivery of Goods shall be extended for a period not exceeding 30 (thirty) days. If, before the end of the extension period, it becomes clear that the circumstances have not been resolved or other circumstances listed in Clauses 9.10 and/or 9.11 of the Contract have arisen, the delivery term of the Goods may be further extended by 30 (thirty) calendar days only upon written Contract of the Parties, with the Lessor providing a request supported by justification and evidence. The number of extensions shall be unlimited, but the total length for supply of the Goods may not exceed 3 (three) years.

9.15. Upon receipt of a reasoned request of the Lessor, which contains clear specification and objective justification of the causes of the infringement (delay) of the terms for the delivery of Goods related to at least one of the circumstances listed in paragraph(s) 9.10 and/or 9.11 of the Contract that are justified by factual evidence, the Lessee shall have the right not to require payment of contractual penalties during the period of existence of those circumstances but only in cases where the term set for the delivery of Goods was not extended in due time not through the Lessor's negligence or failure to act.

9.16. In the presence of at least one of the circumstances listed in paragraph(s) 9.10 and/or 9.11 of the Contract, the Lessee shall also have the right to initiate the extension of deadline(s) for delivery of the Goods by presenting a written instruction to the Lessor to extend the period for delivery of the Goods for a period no longer than 30 (thirty) calendar days. Once the Parties agree on the extension, a written agreement shall be signed. The number of extensions shall be unlimited (only in presence of at least one of the circumstances listed in paragraph(s) 9.10 and/or 9.11 of the Contract, which may be objectively justified), however the total validity period of the Contract may not exceed the validity term prescribed in the Contract.

9.17. In all cases, term extensions shall be included into the period of validity of the Contract.

9.18. Should the Lessor fail to transfer the Goods for lease within the terms established in the Contract, the Lessor shall, at the request of the Lessee, pay the contractual penalties to the Lessee of the amount established in the SP of the Contract and shall compensate direct losses incurred by the Lessee due to such delay, to the extent, to which such losses are not covered by the contractual penalties. The payment of contractual penalties shall not relieve the Lessor from their obligation to eliminate defects and to perform the Contract in an adequate manner. If the Lessor requires for compensation of losses incurred, the amount of penalty shall be included in the compensation for damages.

9.19. Upon receiving a reasoned request from the Lessor, supported by evidence (e.g., dated photographs, documents, notes, etc.), specifying the period of exemption from penalty payments and the facts justifying the exemption related to at least one of the circumstances listed in Clauses 9.10 and/or 9.11 of the GP of the Contract, the Lessee may choose not to require penalty payments for any breach of the deadlines specified in the Contract during the period of the existence of such circumstances, but only in the event that the deadline for the delivery of the Goods has not been extended in time due to the Lessor's negligence or omission.

9.20. The Lessee also shall have the right to initiate the exemption from penalty payments procedure if it is determined that the circumstances leading to the penalties arose from actions attributable to the Lessee or if any of the circumstances listed in Clause 9.19 of the GP of the Contract are present. In this case, the Lessee must objectively justify the circumstances and inform the Lessor in writing about the exemption from payment of the contractual penalties by indicating the reason and period during which the payment of a penalty will not be applied.

9.21. If the contractor (Sub-lessor, hired Economic Entities, Third Parties, etc.) of the Lessor fails to fulfil its contractual obligation, this shall not be considered to be a circumstance based on which the Lessor could be exempted from payment of the contractual penalties.

9.22. In accordance with paragraph 9.19 of the GP of the Contract, exemption from payment of a contractual penalties established in the Contract shall only apply for a period which can be proven and justified by the Party initiating the exemption by providing objective evidence (photos, requests, documents, letters with dates, approvals of public authorities, etc.) for each day of the requested extension, clearly indicating the manner in which the circumstances occurred, the duration thereof and reasons, due to which the Lessor was not able to eliminate such circumstances, etc.

9.23. In all cases, the Lessee shall examine all arguments and evidence in writing and provide for a reasoned period of exemption from contractual penalties and to notify the Lessor thereof in writing. The exemption from contractual penalties shall not relieve the Lessor from due performance of their contractual obligations in terms and procedure established in the Contract. Exemption from contractual penalties shall not extend the validity of the Contract.

9.24. Exemption from payment of contractual penalties shall, in all cases, be formalized under a written agreement between the Parties. A written application with evidence submitted by the Lessor and the Lessee's written confirmation signed by an authorized representative of the Lessee shall be an equivalent document.

9.25. Performance of contractual obligations can be suspended for a reasonable period, but no longer than for 12 (twelve) months and in accordance with Article 6.58, 6.207 and 6.661 of Civil Code of the Republic of Lithuania: funding is suspended or insufficient; the additional time required to complete the public procurement of the additional Work; Equipment that the Lessee is required to provide in a timely manner, is not provided on time. Lessor, after submitting a written request and all the relevant evidence, shall receive a written approval of the Lessee regarding the suspension of the term for performing obligations. In order to avoid any doubt, the Parties shall agree that, after the Parties complete all the conditions provided in this paragraph, a separate agreement regarding Contract amendment shall not be concluded, and the documents described in this paragraph submitted by the Parties to each other shall be considered an integral part of the Contract.

9.26. For clarity, it must be noted that institutes provided in the Contract shall be applied in the following order: Extension of term for delivering of Goods, suspension of performance of contractual obligations on the basis of clause 9.24 of the GP of the Contract, exemption from responsibility due to force majeure. The institute of force majeure shall apply only in cases when the terms for delivery of Goods cannot be extended under the grounds provided in clauses 9.10 and/or 9.11 of the GP of the Contract or performance of contractual obligations cannot be suspended under the grounds of clause 9.24 of the GP of the Contract and the evidence provided by the Lessor that prove the circumstances of the force majeure lead to a conclusion that the event meets all conditions of a force majeure. In all cases, the right to decide which institute is applied belongs to the Lessee, considering the provisions of the Contract and evidence provided by the Lessor.

9.27. Upon expiration or termination of the Contract, the Lessee shall return the Goods to the Lessor (to be collected by the Lessor) in the same condition and configuration as they were delivered to the Lessee, except for normal wear and tear.

9.28. Upon expiration or termination of the Contract, the Lessor shall collect the Goods at their own expense within 14 (fourteen) calendar days. The Lessee shall, within 5 (five) business days from the written request of the Lessor, inform the Lessor of the quantity of Goods to be returned, their storage location, from which the Lessor must collect the returned Goods using their own transport, equipment, and labour. The Lessor shall collect the returned Goods within the period specified in this clause (unless a different period is specified in the SP of the Contract), after the Parties have signed a certificate of delivery and acceptance of the Goods marked with the text "Returned to the Lessor" (hereinafter referred to as the Return Certificate). The Return Certificate must specify: the Contract number, the date of Contract, the Goods, their quantity, date of signing the Return Certificate, defects identified at the time of return, and other necessary information according to the Contract or the nature of the Goods.

9.29. The obligation to protect the Goods and the risk of accidental loss or damage during the period between the certificate and the signing of the Return Certificate shall be borne by the Lessee. Once the Lessor (or an employee represented by the Lessor) has signed the Return Certificate, the Lessor shall not be entitled to make any future claims in respect of the quality or other defects of the returned Goods.

10. STATEMENTS, GUARANTEES AND REPRESENTATIONS OF THE PARTIES

10.1. Each party hereby states and represents to the other party that:

10.1.1. The party is duly established and legally operating under the laws in the country of incorporation;

10.1.2. The Party has taken all legal steps necessary to the legitimate conclusion of Contract, its validity and performance.

10.1.3. By entering into this Contract, the party does not exceed its competence and acts without prejudice to the laws which bind it, and mandatory legislation, regulations, statutes, court decisions, statutes, regulations, ordinances, contracts and/or agreements;

10.1.4. Their representatives of the party signing this Contract are duly authorized to sign the Contract and the details of the parties and (or) their personal representatives necessary for the proper conclusion of the Contract shall not be considered as confidential information;

10.1.5. The Party is not aware of any future changes in the legal environment that may affect the performance of the Party's obligations hereunder;

10.1.6. This Contract is a legal commitment binding to the Party the performance thereof may be required under the terms of the Contract;

10.1.7. The terms and conditions of this Contract are clear and enforceable to the Parties on the date when the Contract enters into force;

10.1.8. neither the conclusion of this Contract or execution of obligations assumed by the Lessee or the Seller by the present Contract are without prejudice to: (i) decision, in arbitration, order, decree or ruling of any court, state or municipal authority, which is applicable to the Parties; (ii) no contract or other transaction to which the Party is a party, or (iii) no provisions of any law or other legislative instrument applicable in respect of the Parties.

10.2. The Lessor hereby confirms that

10.2.1. the Supplier is not involved in any prohibited agreements specified in Article 5 of the Law on Competition of the Republic of Lithuania or any other agreements violating the principles set forth in the said Law;

10.2.2. has all the legal authorisations, licences, personnel, organisational and technical means necessary to fulfil its contractual obligations;

10.2.3. Ensures that on the date of the transfer of Goods, the Goods are not leased, given for use, pledged, sold, or otherwise transferred to third parties, will not be subject to seizure, attachment or prohibition, and no transactions, including future transactions, will be made that could impair the Lessee's ability to use the Goods;

10.2.4. Guarantees that during the term of the Contract, the use of the transferred Goods will not be impeded by any actions of third parties or the Lessor; The Lessor confirms that the Lessee is the sole lawful user of the Goods during the term of the Contract;

10.2.5. hand over the Goods of good quality as specified in the GP of the Contract and perform the related work in accordance with the provisions of the Contract;

10.2.6. Has included all costs and fees necessary for the transfer and technical servicing of the Goods in the Tender price and assumes the risk of increased costs or complexity of the performance of the Contract due to circumstances not attributable to the Lessee, and/or the Lessor's performance of the Contract becoming more difficult;

10.2.7. is familiar or undertakes to get familiar with all internal legislation (if applicable) of the Lessee significant for the proper discharge of obligations of the Lessor, and undertakes to fulfil them in a proper manner.

10.2.8. both at the time of the conclusion of the Contract and for the entire period of its validity the Lessor (sub-Lessors, economic entities or other third parties) and/or its shareholder(s) and/or direct or indirect final beneficiary(s) and/or the entity(s) they manage (hereinafter "the Entities"), are not included in any list(s) and/or similar list of trade, economic, financial or other sanctions of the European Union and/or the United Nations and/or Great Britain and/or the United States of America and/or the Republic of Lithuania (hereinafter "the Sanctions Lists") nor any allegation is made to any of the Entities relating to participation in and/or involvement in money laundering, terrorist financing or tax fraud-related activities. Throughout the performance of the Contract, the Lessor shall immediately notify the Lessee in writing, but not later than within 1 (one) working day from the occurrence of the specified circumstances, about the inclusion of the Entities in the Sanctions Lists, as well as the suspicions made against the Entity regarding the above activities and/or involvement in such activities. The criteria established in the Law of the Republic of Lithuania on Money Laundering and Terrorist Financing shall apply to the determination of the beneficiary of the Entities whose shares are traded on the stock exchange. Breach and/or non-compliance with the requirements set out in this clause shall give rise to the consequences set out in the Contract.

10.3. The Lessor is familiar with the fact that AB Ignitis grupė has issued financial instruments, which are available to trade in the regulated markets of NASDAQ OMX Vilnius and London Stock Exchange. Considering the above, AB Ignitis grupė acts as an issuer that is subject to, including other relevant legal acts, provisions of the Market Abuse Regulation (EU) No 596/2014. The issuer can dispose of inside information, therefore, all persons who have access to it are prohibited to abuse it when trading financial instruments of AB Ignitis grupė or provide such information to any person who does not have the right to access it. The Lessor hereby acknowledges and confirms that it and its employees are familiar with the aforementioned regulation and agrees on all accounts to comply with the provisions of Market abuse regulation (EU) No 596/2014, including, if applicable, the obligation to compile an insider list.

10.4. The Lessee hereby confirms that:

10.4.1. the Buyer has implemented or authorised the Contracting Authority to implement the public procurement procedures necessary for the conclusion of this Contract;

10.4.2. Will accept the quality Goods supplied on the basis of the Contract and will settle payment for such Goods in accordance with the terms and conditions specified in the Contract;

10.4.3. will use the Goods for their intended purpose and/or for the purpose for which the Goods are to be used as set out in the Procurement Documents and the Contract.

10.5. If it turns out that the representations and/or guarantees of the parties referred to in this Contract are true and/or false, the party shall compensate the other party for losses incurred by the first party due to such misrepresentation.

10.6. Both the General Part of the Contract and the Special Part of the Contract are concluded in accordance with the provisions of the Law and other legal acts. In cases, where the GP and/or SP of the Contract do not conform to the requirements set out in the Law, the provisions of Law shall apply.

11. RIGHTS AND OBLIGATIONS OF THE PARTIES

11.1. The Lessee obligates:

11.1.1. To perform the Contract in accordance with the requirements set out in the Contract;

- 11.1.2. To cooperate with the Lessor during performance by providing information reasonably necessary for the performance of the Contract, the need for which has arisen in the course of the Contract;
- 11.1.3. To accept the Goods at the time agreed by the Parties, provided that the Goods comply with the requirements for Goods set out in the Contract;
- 11.1.4. To provide all necessary powers for the Lessor to act on behalf of the Lessee (if such powers are required);
- 11.1.5. To use the Goods in accordance with the Contract and their intended purpose;
- 11.1.6. Not to change the form or purpose of the Goods;
- 11.1.7. Not to deliberately degrade the quality of the Goods;
- 11.1.8. upon expiry or termination of the Contract, to return the Goods to the Lessor in the same condition and configuration as when they were delivered to the Lessor, subject to normal wear and tear;
- 11.1.9. To settle accounts with the Lessor in accordance with the terms specified in the Contract, upon proper fulfilment of contractual obligations by the Lessor;
- 11.1.10. To properly discharge any other obligations specified in the Contract or in the effective legal acts of the Republic of Lithuania.
- 11.2. The Lessee shall be entitled:**
- 11.2.1. To proper implementation of the contractual obligations by the Lessor in good faith throughout the entire validity period of the Contract as well as penalties, compensation of losses in the event of the Lessor's failure to comply with the contractual obligations or/and violation of the requirements of the legislations;
- 11.2.2. Upon giving a prior notice 5 (five) business days in advance, to carry out inspections of the Lessor (and the Third Parties engaged thereby for implementation of the Contract) or to require submission of a written report on the implemented obligations or other documents proving proper implementation of the Contract, and/or qualifications, competences and the entities related to implementation of the Contract or involved with the Contract, other capacities. A refusal to provide the report, other required documentation or delay in doing so exceeding 30 (thirty) calendar days following the deadline indicated in the Lessee's request to submit the report, the documents, or to allow carrying out the inspections shall be regarded as a refusal to implement the Contract;
- 11.2.3. Not to transfer the Goods for temporary use by third parties without the Lessor's explicit permission. In such cases, the Lessee shall remain responsible for the safety of the Goods and assume the risk of accidental loss of the Goods;
- 11.2.4. Based on a written and reasoned request, to demand the replacement of the Lessor, their employee, or management staff, or subcontractors, if the Lessee considers that the relevant person or group poses a threat to national security, the safety of the performance of the Contract, or is negligent or improperly performing their duties;
- 11.2.5. to submit comments on quality of performance of the Contract or of the Goods, which shall be considered by the Lessor.
- 11.3. The Lessor obligates:**
- 11.3.1. To perform the Contract in upper find diligent manner, in the sole interest of the Lessee;
- 11.3.2. To deliver the Goods to the Lessee within the time limits set out in the Contract, in accordance with the requirements set out in the Contract, and to remedy any defects found;
- 11.3.3. To provide quality Goods in conformity with the requirements of Procurement documents and to provide Services/carry out Works in terms and procedure set forth in the Contract; To perform the Services/Work in a professional and workmanlike manner within the time and in accordance with the procedures set out in the Contract;
- 11.3.4. The Lessor shall not be entitled to require the Lessee to provide documents and/or human resources for the performance of the Contract if this was not foreseen in the Tender, but the Lessor shall be entitled to request the Lessee to provide documents and/or human resources not specified in the Tender if the Lessee agrees to do so, but it shall not affect or alter the terms of the performance of the Contract set for the Lessor;
- 11.3.5. To provide, at its own expense, the equipment and labour necessary for the proper performance of the Contract;
- 11.3.6. To assume the risks of accidental loss or deterioration of Goods or a part thereof prior to the Certificate signing date;
- 11.3.7. Together with the Goods, to provide the Lessee with all necessary documentation, in the language specified in the Procurement documents, including the user manuals and maintenance instructions of the Products, and advise the Lessee on other matters related to the Lessor's contractual obligations;
- 11.3.8. To carry out maintenance and repair of the Goods transferred at own expense, in accordance with the procedure set out in the Contract and/or at the Lessee's separate notices;
- 11.3.9. to ensure that the Contract is executed by persons with the necessary qualifications and experience as set out in the Procurement Documents;
- 11.3.10. To notify the Lessor in writing immediately of any circumstances that prevent or may prevent the Lessor from performing his contractual obligations in a proper manner and on time;

11.3.11. To ensure the compliance with occupational safety, fire safety, environmental protection and other statutory requirements in providing services (if applicable); To bear pecuniary liability in respect of the Lessee or the Third Parties or employees of and persons related to the Lessor for failing to comply with the requirements;

11.3.12. To take into account the Lessor's comments provided during the period of contract and the additional formation, if any;

11.3.13. At own expense, to indemnify the Lessee from any claims, lawsuits, or damages arising from defects in the Goods or other issues during the warranty period, and from third-party claims or the Lessor's actions or inactions and/or negligence in the performance of the Contract. Additionally, to compensate for any damages caused to third parties due to their own faults or improper actions/omissions, including violations of legal acts, damage from poor quality or defective Goods, unauthorised use of patents, trademarks, other intellectual property, or infringement of any personal rights of the Lessee.

11.3.14. To Lessor shall guarantee the Lessee and/or Third Parties indemnification of damages should, during the performance of the Contract, the Lessor or its specialists, employees, Sub-lessors destroy or otherwise damage the Lessee's or Third Parties' property or cause damage to health, life and/or should the Lessor, or its specialists, employees, Sub-lessors or other persons engaged fail to comply with the requirements of the legal acts effective in the Republic of Lithuania, and any claims be filed or any proceedings are initiated against the Lessee and/or Third Parties as a result.

11.3.15. To ensure confidentiality and security of information received from the Lessor for the purpose and in relation to the performance of this Contract. To sign additional confidentiality commitments within the course of signing of the Contract or/and implementation of the Contract, if needed;

11.3.16. To familiarise themselves with and adhere to the provisions of the Anti-Corruption Policy (hereinafter referred to as the Policy) and the Supplier Code of Ethics (hereinafter referred to as the Code) approved by the Board of AB Ignitis grupė (formerly UAB Lietuvos energija) in their interactions with the Lessee and Third Parties engaged in the performance of the Contract, which establish standards for good business practices, ethics, and conduct. The Policy and the Code and/or any amendments thereto is available at <http://www.ignitisgrupe.lt>. The Lessor shall ensure that the requirements of this clause are complied with by both the Lessor and the employees, members of the management and supervisory bodies and other representatives of the Third Parties engaged by the Lessor for the performance of the Contract;

11.3.17. To immediately inform about any circumstances occurring within the course of the validity period of the Contract, which could make the Contract inconsistent with the requirements for Policy, Code, national security, corruption prevention, economic and other international sanctions or other requirements of the legislations designed for protection of the public interest;

11.3.18. Not to use the Lessee's and Ignitis Group companies' trademark(s) and/or name in any promotional material, publications or elsewhere without a prior written consent of the Lessee;

11.3.19. When performing the Contract, to adhere to the following environmental requirements: reduce paper load, avoid unnecessary copying and printing of documents, technical documentation, reports and/or other documents prepared in relation to the performance of the Contract, certificates of transfer and acceptance of the Services must be submitted to the Lessee only in electronic means, and the final versions of the technical documentation and/or other documentation which must be signed as well as the certificates of transfer and acceptance of the Services must be signed by electronic signature. In exceptional cases, the documents related to the performance of the Contract may be submitted in the physical format, if such a format is mandatory under legal acts and/or the Lessee indicates such necessity. If it must be printed, recycled paper which complies with the requirements approved by Order No D1-508 of the Minister of the Environment of the Republic of Lithuania of 28 June 2011 of the relevant version "On the list of products for which environmental protection criteria are applicable to public procurement and procurement, environmental protection criteria and environmental protection criteria that contracting authorities and contracting entities must apply when purchasing goods, services or works, approval of the description of the application procedure" shall be used;

11.3.20. To submit invoices by using the tools and under the procedure established by the legislations;

11.3.21. To discharge any other obligations specified in the Contract or in the effective legal acts in a proper manner.

11.4. The Lessor shall have the right:

11.4.1. To receive payments of the amount specified in the Contract during the period of lease of the Goods for the delivery of good quality, functioning Goods to the Lessee;

11.4.2. Upon 2 (two) business days' prior written notice, to carry out inspections together with a representative appointed by the Lessee, which the Lessor deems necessary in the event of a suspicion that the Lessee is not properly using the Goods transferred to it on the basis of the Contract;

11.4.3. To request the Lessee to provide any information or documents related to the proper performance of the Contract, the provision of which was foreseen in the Lessor's Tender, the Contract or any other document signed by the Parties;

11.4.4. To require that the Lessee accepts the delivered Goods that meet the requirements of the Procurement Documents, the Order, and legal regulations, and to sign the delivery and acceptance certificate;

11.4.5. To require for proper and timely implementation of other contractual obligations of the Lessee.

11.5. Other rights and obligations of the Lessor and the Lessee, referred to in applicable legislation of the Republic of Lithuania and in the SP of the Contract (if any).

12. LESSOR'S RIGHT TO ENGAGE OTHER LEGAL AND NATURAL PERSONS

12.1. Any natural or legal entities hired by the Lessor in order to meet the requirements established in the Procurement documents and/or hired for implementation of this Contract, irrespective of the legal relationships associating these entities with the Lessor, shall be classified as entities acting on behalf of the Lessor. Actions of these entities in relation to implementation of the Contract shall cause the same consequences and liability for the Lessor as if they were the actions of the latter.

12.2. The use of subcontractors and/or business entities/Third Parties (hereinafter collectively referred to as persons) does not create contractual relationships between the Lessee and such persons. The Lessor shall be liable for the actions or omissions of the Entities hired by the former. The Lessee's consent regarding hiring of entities in order to meet the requirements established in the Procurement documents and/or for implementation of the contractual obligations or making settlements with them directly shall not relieve the Lessor from any obligations assumed under the Contract, regardless of whether the Lessor implements the contractual obligations on one's own or by hiring entities.

12.3. The Lessor must ensure that, at the time of entering into the Contract and throughout its term, the persons indicated in the Procurement documents and/or engaged in the performance of the Contract possess the required qualifications and experience. The Lessor is responsible for the quality of contractual obligations performed by the Entities, compliance with safety, supply and/or other requirements established according to the nature of the Contract and to the Lessee against Third Parties, including external public authorities.

12.4. In case when the Economic Entity, whose capacities were relied on in order to meet the qualification requirements established in the Procurement documents, implements the Contract directly, the latter shall be regarded as the Economic Entity and the Sub-lessor, therefore the Lessor shall be required to identify such an Entity as the Economic Entity and the Sub-lessor (or to indicate a part to be delegated for sub-supply and to identify the Sub-lessor at a later time), as required by the Law.

12.5. The Lessor may engage Subcontractors for the performance of the Contract only if the Contract specifies the portion of the work that will be subcontracted. The Lessor shall specify the Subcontractors to be used in the Tender and/or notify the Lessee of new or replacement Subcontractors prior to the commencement of the Contract and/or during the Contract. Substitution of an existing Sub-lessor and/or engagement of a new Sub-lessor, is possible only for the share of contractual obligations indicated by the Lessor in the Tender.

12.6. Substitution of a Sub-lessor or engagement of a new Sub-lessor, if the Sub-lessor is engaged only for the implementation of the Contract, but the Lessor did not rely on the capacities (qualifications) of the Sub-lessor in order to comply with the Procurement documents, is only possible subject to an advance written notice by the Lessor to the Lessee about the substitution of an existing Sub-lessor or engagement of a new Sub-lessor for the share of contractual obligations indicated in the Tender. Provided that within 5 (five) business days the Lessee does not express any objections, the Sub-lessor is considered to have been substituted or a new Sub-lessor to have been engaged. A request of the Lessor is considered to form an integral part of the Contract.

12.7. A third person whose resources have been relied upon for the purpose of compliance with the requirements of the Procurement documents may be substituted, if the Lessor notifies the Lessee in writing in advance of the substitution of the Third Person concerned and submits with the request all documents (technical passports, contract/agreement, etc.) necessary for substitution. In case the Lessee has not expressed any objections in writing within 5 (five) business days, the Lessor shall be considered entitled to substitute the Third Person on whose resources it was relying. The Third Parties may be substituted if they were specified in the documents submitted to the Lessor in the manner set forth in the Procurement documents. A request of the Lessor is considered to form an integral part of the Contract.

12.8. A change of the entity whose capacities have been relied upon for compliance with the qualification requirements shall be possible only if the Lessor submits to the Lessee a written request for the change and together with the request submits the documents substantiating the compliance of the entity to be changed with the qualification requirements set out in the Procurement Documents and obtains the written consent of the Lessee. The replacement of a business entity whose qualifications were relied upon is carried out by written agreement of the Parties. An application of the Lessor and a written confirmation of the Lessee signed by an authorised representative of the Lessee are considered to be an equivalent document. Economic entities may be substituted if they were specified in the documents submitted to the Lessor in the manner set forth in the Procurement Conditions.

12.9. The Lessee refuses to allow the substitution or engagement of a new entity in view of the grounds established by legislations, for example: the person has not been properly identified in the Lessor's Tender, or the person does not comply with the requirements of the Procurement Documents, or has been identified as a potential threat to national security, etc. (the list is not exhaustive and depends on the content of the Contract and the legislation applicable to it).

12.10. In the event that the person the Lessor wishes to use does not meet the qualification requirements set out in the Procurement Documents, the Lessor undertakes to replace the non-compliant person on its own initiative with another person, informing the Lessee in writing of the non-compliance and the replacement of the person no later than within 2 (two) business days from the date of the discovery of the non-compliance, or within 5 (five) business days from the date of receipt of the notification from the Lessee of the non-compliance. In all cases the replacement shall be subject to the procedure set forth in the GP of the Contract.

12.11. If the Lessor replaces an existing person or engages (hires, employs, allows to perform part of the contractual obligations under the Contract, or otherwise) a new individual in a manner not specified in the Contract, or if contractual obligations under the Contract are performed by individuals whose qualifications do not meet the requirements set forth in the Procurement documents or legal regulations for such activities, the Lessor, upon the Lessee's request, must pay a penalty as specified in Clause 17.6 of the GP of the Contract for each instance of non-compliance..

12.12. When it is necessary to refuse the services of (a) partner(s) in a joint venture or/and to substitute the partner(s) indicated in the Joint Venture Agreement with other partner(s), all conditions listed below must be met:

12.12.1. The Lessor must provide the following documents to the Lessee:

12.12.1.1. a request of the remaining partner of the joint venture to change a joint venture partner;

12.12.1.2. the request of the withdrawing partner of the joint venture for withdrawal from the partners of the joint venture and to transfer all obligations according to the joint venture agreement to the new/remaining partner of the joint venture;

12.12.1.3. a written consent of the new and/or remaining partner in a joint venture regarding substitution of the withdrawing partner in a joint venture and takeover of all obligations of the withdrawing partner in a joint venture and the documentary evidence of qualifications of the new and/or remaining partner in a joint venture (if applicable).

12.12.2. The Lessor shall provide the Lessee with a copy of a new Joint Venture Agreement or amendment to the existing Joint Venture Agreement determining the same obligations of the remaining partner in a joint venture as in the previous Joint Venture Agreement, and the new and (or) remaining partner in a joint venture shall take over all obligations of the withdrawing partner in a joint venture under the previous Joint Venture Agreement.

12.12.3. In the event of refusal of (a) partner(s) in a joint venture, the Lessor shall give a written notice to the Lessee as well as submit documents proving conformity of the remaining partner(s) in a joint venture with the requirements indicated in the Procurement documents. The application to the Lessee shall be supplemented with a copy of a new Joint Venture Agreement or amendment to the existing Joint Venture Agreement determining the obligations of the remaining partners in a joint venture if implementation of the Contract would be continued by two or more remaining partners in a joint venture.

12.13. The Lessee shall have the right to make the final decision regarding substitution of a partner in a joint venture. If the Lessee agrees to the replacement, the change of the joint venture partner is formalised by a written agreement between the Parties. An application of the Lessor and a written confirmation of the Lessee signed by an authorised representative of the Lessee are considered to be an equivalent document. In the event of the Lessor's refusal of a partner in a joint venture, substitution thereof, or hiring a new partner without a written permission of the Lessee, upon the Lessee's claim, the Lessor shall pay a fine in the amount specified in paragraph 17.6 of the GP of the Contract..

12.14. The Lessor shall not be entitled to hire the Lessee's employees for implementation of this Contract or to hire the Lessee's employees for implementation of the Contract on any other grounds, except for cases when the Lessee appoints the employee(s) for implementation of the Contract voluntarily. This may be considered as a substantial breach of the Contract.

12.15. In case where the Procurement documents establish a possibility for the Lessee for making settlements directly with Sub-lessors, if the Sub-lessor expresses a wish to exercise the possibility of making settlements directly, the Lessee, the Lessor, and the Sub-lessor shall conclude a tripartite agreement in accordance with the provisions of the Law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. All results and associated rights acquired during the performance of the Contract, including intellectual property rights to the created product, except for personal non-material rights to the results of intellectual activities, are the property of the Lessee, transferred to the Lessee from the moment of delivery

of the Goods without any restrictions, which the Lessee may use, publish, transfer, or assign to third parties (unless otherwise agreed in the SP of the Contract) indefinitely without additional charges.

13.2. The Lessee shall have the right to use such copyright objects created in course of the performance of the Contract at their own discretion for purposes of activities carried out by the Lessee and companies part of the Ignitis Group and for other purposes for an infinite period of time and without any additional fees.

13.3. The Lessee shall have the right to use the copyright objects created on the basis of the Contract without any additional fees both in Lithuania and abroad. Economic rights to copyright objects created during the performance of the Contract shall be transferred to the Lessee for the total statutory validity period of economic rights from the moment of signature of the Certificate.

13.4. Any documents relating to the Contract, other than those transferred to the Lessee together with the leased Goods as their dependencies and the Contract itself, shall be the Lessee 's property and shall be returned (together with all copies thereof) to the Lessee at the Lessee 's request, upon the Lessor's completion of their obligations, except for documents that are publicly available or that confirm the Parties' payments.

13.5. The text of this Contract, except for documents unilaterally executed by the Lessor and data identifying the Lessor, shall be the Lessee's copyright work. The procedures of conclusion and performance of this Contract shall constitute the best practices of the Lessee. The Lessor shall be granted only the non-exclusive fixed-term right to use the text of the Contract only for the purposes of implementation of this Contract. Any other use of the text of this Contract and/or know-how acquired by the Lessee within the course of implementation of the procedures of conclusion and implementation of this Contract in the Lessor's activities shall be subject to an advance written consent of the Lessee.

13.6. The Lessor does hereby guarantee compensation for losses to the Lessee (including litigation costs) due to any claims arising in respect to any infringement or suspected infringement of the intellectual property rights (including defence in the case of suspected infringement), unless such infringement (suspected infringement) arises due to the Lessee's fault.

13.7. If the Lessor uses the works of other authors during the performance of the Contract, or other persons are engaged by the Lessor to create the copyright objects during the performance of the Contract, the Lessor is fully responsible both to the Lessee and to the persons for the legality of the use and transfer to the Lessee of their works and other materials intended for the production (creation) of copyright objects provided for during the performance of the Lessee. The Lessor shall assume full responsibility for any claims and requests arising from the relations with the authors and other Third Parties in relation to any breach of copyright related to the copyright objects used in the performance of the Contract and/or transferred to the Lessee within the validity of the Contract, and undertakes to indemnify the Lessee any losses incurred as a result.

13.8. The Lessor shall immediately notify the Lessee of any action brought or any claim lodged against thereof regarding infringement or suspected infringement of any intellectual property rights in relation to the Contract.

13.9. The Lessor shall not be entitled to sell the copyright objects (including their draft versions) developed in accordance with the Contract, to transfer them in any other way, to disclose them to Third Parties, distribute/demonstrate such object (components thereof) and/or to use the economic rights in respect of the copyright objects (including their draft versions) developed on the basis of the Contract established by the legislation without prior written consent of the Lessee.

14. LIABILITY OF THE PARTIES

14.1. The Parties shall be liable for their failure to discharge their obligations of the Contract in part or in full in accordance with the procedure stipulated in the legislation of the Republic of Lithuania. Compensation of damages and an artist shall not leave the Party from the proper implementation of the provisions of the Agreement.

14.2. In the event of the Lessor's failure to implement their obligations under the Contract or inadequate implementation thereof, this shall constitute a breach of the Contract. In the event of breach of the Contract by the Lessor, the Lessee shall be entitled to apply any lawful remedies established by the Civil Code of the Republic of Lithuania and the Contract.

14.3. The Parties represent that they are aware that public procurement contract, which gives rise to a presumption of public interest, is being concluded. The penalties provided for in the Contract are therefore considered fair and reasonable. The Lessor is aware that it has been awarded the Contract in good faith as a result of the public tendering procedure, that the Contract is in the public interest, and that it is obliged to abide by its contractual obligations, not to modify the terms of the Contract by its own acts, and to pay liquidated damages in the event that it fails to comply with the obligation(s) imposed on it in the Procurement Documents including the Contract.

14.4. If a Party claims penalties and compensation for damages, the amount of damages (losses) must be substantiated by documents and/or facts, or other objective evidence that can be verified.

14.5. Where the quality requirements of the Services and/or Goods specified in the Procurement documents and the values proving compliance with these requirements specified in the Lessor's Tender and the most economically advantageous tender in the Procurement was selected on the basis of the price (or cost) and quality ratio, and points were awarded to the Lessor for compliance with the relevant requirements, it shall be considered that the terms and conditions of the Contract are being carried out with serious or permanent defects, provided that:

14.5.1. Defects of Goods occur 7 (seven) or more times.

14.6. The terms and conditions of the Contract shall also be deemed to be fulfilled with serious or permanent defects where, during the performance of the Contract, defects of Goods other than those provided for in paragraph 14.5 of the GP of the Contract appear, provided that:

14.6.1. Defects of Goods occur 7 (seven) or more times.

14.6.2. other grounds referred to in paragraph 17.5 of the GP of the Contract.

14.7. In case the terms and conditions of the Contract are fulfilled with serious or permanent defects, at the Lessee's request, the following sanctions shall be applied:

14.7.1. in the case of the paragraph 14.5 of the GP of the Contract, a fine of 3 per cent of the value of the Contract shall be applied for each time exceeding the times specified in the paragraph 14.5 of the GP of the Contract.

14.7.2. in the case of the paragraph 14.6 of the GP of the Contract, a fine of 2 per cent of the value of the Contract shall be applied for each time exceeding the times specified in the paragraph 14.6 of the GP of the Contract.

14.8. Contractual penalties (if not set off) and/or calculated losses shall be paid to the other Party within 10 (ten) calendar days since the receipt date of an invoice or other document issued for the purpose of payment thereof and specifying the claim for payment of the penalties and/or losses. In the event of any disagreement regarding the amount of losses, the Parties shall resolve the dispute by way of negotiations. Upon failure to come to an agreement, the dispute shall be resolved by a court of law of the Republic of Lithuania under the procedure established in the Contract.

14.9. If there are no grounds for withholding the payment and the Lessee fails in paying the Lessor for the lease of Goods within the period specified in the SP of the Contract, upon the Lessor's claim, the Lessee shall pay default interest at the rate of 0.05 per cent of the overdue amount for each day of delay. Inadequate implementation of the contractual obligations (at least one of the contractual obligations) shall be deemed as grounds for withholding.

14.10. In the event of a claim for damages, the liquidated damages shall be set off against the damages. Penalties apply from the amounts specified in the Contract, excl. VAT.

15. FORCE MAJEURE

15.1. Either Party shall be excused from liability for the non-performance or mal-performance of its contractual obligations, provided it proves that such non-performance or mal-performance was caused by force majeure events, which could not have been controlled and reasonably foreseen by it at the conclusion of the Contract and which could not have been prevented by it in terms of these events or their implications. Force majeure shall not include any events where a Party lacks the necessary financial resources for the Contract to be fulfilled properly and on time, or where the Party's (debtor's) contractors are in breach of their obligations.

15.2. The Parties agree that, for the purposes of force majeure, events shall include such circumstances as provided in Article 6.212 of the Civil Code of the Republic of Lithuania and the Regulations for Excuse from Liability in the Presence of Force Majeure Events as approved by Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996.

15.3. A Party that is unable to perform its contractual obligations due to force majeure circumstances must immediately, but no later than within 5 (five) business days from the moment when it became aware or ought to have become aware of the occurrence of such circumstances, inform the other Party in writing, indicate the circumstances of force majeure and the contractual obligations which it will not be able to fulfil. If both Parties accept that the events are to be regarded force majeure, the performance of contractual obligations shall be deemed to have been suspended reasonably until the above events cease. If the other Party does not receive this notice within 5 (five) business days after the defaulting Party became aware or should have become aware of the circumstances of force majeure, the latter Party shall be obliged to compensate the other Party for any loss of notice received or not within the time limit laid down in the Contract. A Party which has failed to notify the other Party of the force majeure events in due time may not invoke them as a basis for exemption from its liability for default. The notice must contain:

15.3.1. Force majeure events which led to the default of an individual obligation within the terms and/or in accordance with the procedure set forth herein;

15.3.2. All and any available evidence of force majeure events held by the Party that has suffered force majeure events. In the event where the Party experiencing force majeure events receives any additional

proof of the force majeure events after the date the notice was submitted to the other Party, all such evidence must be presented to the other Party as soon as practicable;

15.3.3. Commencement and planned (likely) end of the force majeure events;

15.3.4. Effect of force majeure on the performance of the relevant paragraph herein as well as on the performance of other paragraphs of this Contract.

15.4. In the event of force majeure events, a Party shall be excused from the performance of its contractual obligations for the entire period of existence of the said events. Where a Party is in default due to force majeure events for more than 2 (two) months, the other Party shall have the right to terminate or suspend the Contract by giving a written notice thereof to the Party in default.

15.5. Upon the cessation of force majeure circumstances, the Party which, due to force majeure, has been unable to fulfil its contractual obligations, shall notify the other Party without delay, but no later than 3 (three) business days, and resume its contractual obligations, unless otherwise agreed by the Parties. A Party, which has failed to make a notification about the end of the above events and/or failed to resume its contractual obligations in accordance with the procedure laid down in this paragraph, must compensate the other Party for any losses caused by the absence of such a notice.

Termination or suspension of the Contract shall be without prejudice to the obligation to make payments for the services rendered and/or goods delivered and/or works performed prior to the termination or suspension of the Contract as well as the other Party's right to claim compensation for penalties and losses resulting from the non-performance or mal-performance of the Contract prior to the occurrence of force majeure events.

16. CONTRACT PERFORMANCE GUARANTEE

16.1. The provisions of this Section shall be applicable, if the SP of the Contract establishes that the Lessor is required to submit a Contract Security in order to secure proper implementation of the Contract (hereinafter referred to as the 'Surety of the Contract').

16.2. The Lessor must provide the Lessee with the Surety of the Contract of the amount specified in the SP of the Contract and all accompanying documents (originals) valid for at least the duration of the Contract no later than within 10 (ten) business days from the day of concluding the Contract, unless otherwise specified in the SP of the Contract. The amount of the Contract to performance guarantee (expressed as the sum specified in the SP of the Contract) shall remain constant throughout the validity period of the guarantee and if any part or all of the guarantee amount has been claimed under the Contract, the Lessor shall provide to the Lessee a new guarantee or restore the amount of the existing one within 10 (ten) business days. In case the validity period of the Surety of the Contract expires during the validity period of the Contract, the Lessor shall submit a new Surety of the Contract to the Lessee no later than 5 (five) working days before the expiry of the Surety or extend the existing one for at least 6 (six) months. In all cases, the Contract performance guarantee must be equal to the amount specified in the SP of the Contract and be valid continuously throughout the term of the Contract.

16.3. The Lessor is aware that the Surety of the Contract secures the proper implementation of the contractual obligations, and is mandatory for the purpose of the present Procurement, therefore the Lessor understands and assumes the responsibility for an inadequate discharge of the obligations under Section 16 of the GP of the Contract: if the Lessor fails to provide/renew the Contract Guarantor in accordance with the procedure and within the time limit set out in Clause 16.2 of the GP of the Contract, or fails to renew the Contract due to the Lessee's use of the Contract performance guarantee, this may be considered a material breach of the Contract and/or a significant or ongoing failure to comply with the essential terms of the Contract. If, during the term of the Contract, there is a delay in submitting/extending/renewing the Contract performance guarantee for more than 10 (ten) business days from the due date specified in Clause 16.2 of the GP of the Contract, the Lessor shall be obligated, upon the first demand of the Lessee, to pay the Lessee a penalty as specified in Clause 17.6 of the GP of the Contract. Payment of the penalty shall not relieve the Lessor from the proper performance of its obligations under this section. In the event of repeated breaches, the Contract will be terminated due to a material breach of the Contract and/or significant or ongoing failures to meet the essential terms of the Contract on the part of the Lessor.

16.4. The Surety of the Contract shall be submitted in a currency used by the Parties for making mutual settlements – in euro.

16.5. The Contract, unless otherwise specified in the SP of the Contract, shall be secured by an unconditional and irrevocable guarantee issued by a bank or an unconditional and irrevocable surety insurance letter from an insurance company, in accordance with the established procedures and approved rules.

16.6. If a bank guarantee is submitted in order to secure implementation of the Contract, the Contract shall be secured by an unconditional and irrevocable guarantee issued in accordance with the established procedure and approved regulations by a bank registered in the Republic of Lithuania or in other Member State of the European Union or the European Economic Area, or by any other international bank with at least BBB rating of long-term borrowing in accordance with Fitch Ratings Agency (or an equivalent of

Standard&Poor's or Moody's rating agencies). The bank issuing the guarantee or a group of companies to which the bank belongs, must comply with the requirement of the rating.

16.7. If a letter from an insurance company is provided for the contract performance guarantee, such a letter must be issued by an insurance company that has an investment level rating approved by an international rating agency which is no less than one of the following: BBB according to Standard & Poor's; BBB according to Fitch IBCA; Baa2 by Moody's; B + + from A.M. Best Agency. If the insurance company is not rated, it will be considered acceptable if the above ratings are issued to the main shareholder of the insurance company, holding at least 50% of the insurance company's shares.

16.8. The Surety of the Contract shall indicate that the entity issuing the Surety of the Contract shall unconditionally and irrevocably undertake to pay the Lessee an amount not exceeding the one specified in the Surety of the Contract within 7 (seven) business days since the Lessee's first notice regarding violation of the obligations established in the Contract, partial or complete failure to implement them or inadequate implementation thereof by the Lessor submitted to the entity issuing the Surety of the Contract. The entity issuing the Surety of the Contract shall not be entitled to require the Lessee to submit evidence of one's claim. The Lessee would indicate in the notice for the entity issuing the Surety of the Contract that the amount of the Surety of the Contract is due to the former because of the Lessor's failure to implement the conditions of the Contract in part or in full or violation of the Contract in any other manner. The Lessee shall not undertake to prove the actually incurred losses and, by signing the Contract and submitting the Surety of the Contract, the Lessor confirms that the amount of the Surety of the Contract shall be deemed as minimum losses incurred by the Lessee and shall not be subject to proving.

16.9. If the Lessor fails to submit/extend or renew the Contract performance guarantee within the due date specified in Clause 16.2 of the GP of the Contract, or if the guarantee is not renewed due to the Lessee's use of the Contract performance guarantee, the Lessee shall have the right to demand a penalty or unilaterally terminate the Contract due to a material breach. If according to the provisions of the SP of the Contract, the Contract enters into force from the moment of Lessor's transfer of the Surety of the Contract to the Lessee, this paragraph regarding the termination of the Contract shall not apply and it shall be deemed that the Lessor has refused to conclude the Contract and the Lessee shall, respectively, be awarded the right to exercise the Tender Security.

16.10. The Lessee will return the Contract performance guarantee (if a hardcopy original was provided) no later than 10 (ten) calendar days from the Lessor's or the guarantee provider's written request, which should be sent to the contacts specified in Annex 1 of the SP of the Contract Special Terms.

17. TERMINATION AND AMENDMENT OF THE CONTRACT

17.1. The Contract may be terminated by a written agreement between both Parties.

17.2. The Lessee shall have the right to terminate the Contract by giving written notice to the Lessor 60 (sixty) calendar days before the moment of termination.

17.3. The Lessor shall have the right to terminate the Contract by giving a notice to the Lessee 6 (six) months before the moment of termination.

17.4. When terminating the Contract in accordance with the procedures specified in Clauses 17.2 and/or 17.3 of the GP of the Contract, sanctions and claims for damages due to the termination shall not be applicable to the terminating Party, however, this shall not eliminate the obligation of the Parties to settle accounts for obligations fulfilled before the termination date, to pay accrued penalties, and compensate for damages incurred before termination.

17.5. The Lessee has the right to terminate the Contract unilaterally outside the court proceedings by notifying the Lessor in writing 10 (ten) days in advance, if the Lessor has substantially breached the Contract and has not eliminated the defects, or voluntarily committed to indemnify the Lessee and pay the penalties. A breach of the Contract by the Lessor shall be considered to be a substantial and/or material breach of the Contract with serious or persistent deficiencies if:

17.5.1. During the execution of the Contract, if defects in the Goods become apparent and the Lessor delays rectifying these defects for more than 60 (sixty) calendar days beyond the deadline specified in the SP of the Contract, provided the deadline has not been suspended (in writing) or the Lessor has not been exempted of penalties;

17.5.2. if defects in the Goods occur in more than 30 per cent of the delivered Goods or if defects appear more than 12 (twelve) times in different Goods and/or Services and/or Work within a 12 (twelve) month period (persistent defects);

17.5.3. if the Lessor fails to adhere to the deadline for the delivery of the Goods specified in the SP of the Contract (at least one deadline) and the delay exceeds 60 (sixty) calendar days beyond the specified deadline, unless the deadline has been suspended (in writing) or the Lessor is exempted from liquidated damages;

17.5.4. The Lessor's qualifications (at least one non-conformity of the Lessor or its professional) have become non-conforming to the requirements of this Contract and these non-conformities have not been rectified within 30 (thirty) calendar days from the date of the demand/reminder;

17.5.5. The Lessor breaches the provisions of the Contract governing competition and the management of intellectual property or confidential information;

17.5.6. the Lessee shall be entitled to terminate the Contract due to a substantial breach of the Contract by the Lessor, if the Lessor, including any entity associated with the Lessor, gives or offers any form of an item, pecuniary compensation, commissions, services or other tangible or intangible benefits (directly or indirectly) to any employee of the Lessee or the Companies part of Ignitis Group as an incentive or reward for any action or omission taken in relation to this Procurement or the Contract, or for showing favour or disfavour or refraining from doing so (bribe) to any entity associated with this Contract. In the event of termination of the Contract by the Lessor on these grounds, the Lessor shall compensate all costs incurred by the Lessee in relation to finishing of implementation of the Contract as well as compensating all and any losses incurred as a result of termination of the Contract;

17.5.7. other circumstances specified in the Law, the Contract and/or the Civil Code of the Republic of Lithuania are present.

17.6. If the Contract is terminated as a result of the circumstance(s) referred to in Clause 17.5 of the GP, i.e. In the event of a material breach of the Contract by the Lessor or unjustified termination of the Contract by the Lessor not in accordance with the procedure set out in the Contract, the Lessor undertakes to pay to the Lessee a penalty of 5 (five) per cent of the unpaid total price of the Contract, exclusive of VAT, and to compensate for any direct damages.

17.7. The Lessor shall accept the risk of, upon termination of the Contract due to the fault of the Lessor or on the basis of the paragraph 17.5 of the GP of the Contract, or after the Lessor is fined, by the Lessee's decision, in accordance with the paragraph 14.7 of the GP of the Contract, being included in the List of Unreliable Lessors in accordance with the procedure laid down by the legal acts in force in the Republic of Lithuania.

17.8. The Lessee shall have the right to terminate the Contract unilaterally, outside the court proceedings, by notifying the Lessor in writing 10 (ten) calendar days in advance, if it is established that bankruptcy or restructuring proceedings are initiated against the Lessor, in case of out-of-court bankruptcy proceedings against the Lessor, or where the Lessor has been subjected to compulsory liquidation, has entered into arrangement with creditors or similar proceedings under the law of the country in which it is registered, or the Lessee becomes aware of any other enforcement of the Lessor's creditors that may substantially affect the Lessor's ability to continue the implementation of the Contract and/or there are other grounds specified in the directives of the European Parliament and of the Council, including offenses defined in the European Union law.

17.9. Upon termination (or expiry) of the Contract, regardless of the grounds thereof, the Parties shall undertake:

17.9.1. to take all measures in order to reduce the losses incurred by them as a result of termination of the Contract;

17.9.2. within 10 (ten) calendar days from the date of receipt of the notice of termination of the Contract, to provide to the other Party all documents necessary for settlement of the Contract;

17.9.3. To settle accounts for the leased Goods up to the date of termination of the Contract;

17.9.4. to collect the Goods by signing the certificate of delivery and acceptance of the Goods.

17.10. The Lessee may suspend the performance of the Contract for such a period and in such a manner as it deems necessary, provided it notifies the Lessor in writing. If the suspension period exceeds 30 (thirty) calendar days not due to the Lessor's fault, the Lessor shall have the right to request permission to resume the performance of the Contract, and if the Lessee fails to provide the permission without justified reasons within 10 (ten) calendar days from the Lessor's respective request, the Lessor may terminate the Contract, with a 10 (ten) calendar days' notice.

17.11. Conditions of the Contract may not be amended during the validity period of the Contract, except for the conditions, the amendment of which has been explicitly stipulated in the Contract alongside the revision procedure and/or in cases it is allowed in accordance with the provisions of the Law.

17.12. Changes to the terms of the Contract are not considered to be of a technical nature (for example: Errors by parties, names, account numbers, other details, etc.). The Party shall give a prior written notice of any technical amendments and a submission of a separate consent of the other Party is not required. In order to avoid any doubts, the Parties do hereby agree that, after the Parties implement all conditions listed in this paragraph, a separate agreement regarding amendment to the Contract would not be concluded, and the notice of technical amendments of the Contract submitted by the Party to the other Party shall be appended to the Contract and regarded as an integral part thereof.

17.13. Amendment to the conditions of the Contract, if such grounds have been established by the Contract and/or by the legislations, may be initiated by each Party by submitting to the other Party a respective application and the supporting documents. The party which received a request shall analyse it within 20 (twenty) calendar days and shall submit a motivated written reply to the other Party. In case of disagreements between the Parties, the Lessee shall have a decision right.

17.14. By concluding this Contract, the Parties confirm that they understand that Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter referred to as the Regulation) shall be applied from 25 May 2017. The Parties confirm that if, in order to ensure the proper enforcement of the Contract, personal data is processed, the Parties undertake to conclude a separate agreement on the processing of data, which defines the subject matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the data controller.

17.15. If the need for processing personal data becomes apparent after the conclusion of the Contract, the Parties undertake to immediately conclude an additional agreement on the processing of data for the Contract and take other necessary measures to ensure compliance with the requirements of the Regulation. The parties acknowledge that the signing of an additional agreement on processing will not be deemed to be an essential amendment to this Contract.

17.16. Taking into account that the companies of Ignitis Group own companies and manage facilities strategically important to national security, and the energy sector is classified as a strategically important for national security, the Lessee reserves the right to, during the performance of the Contract, verify the compliance of the Lessor and/or the persons engaged with the legal acts of the Republic of Lithuania regulating the mandatory criteria/principles for ensuring national security and other strategic interests and/or the requirements laid down in Article 45(2¹) of the LPP / Article 58(4¹) of the LP and/or Article 37(9) of the LPP / Article 50(9) of the LP and/or Article 34(9) of the LPP. In an event it becomes known within the validity of the Contract that the Lessor fails to meet those criteria, provisions or principles, and the Lessor fails to eliminate such deficiencies within a term specified by the Lessee, the Lessee shall be entitled to unilaterally terminate the Contract without an obligation to compensate any losses, including but not limited to, losses due to the redemption of the minimum quantities of the Object of the Procurement, by informing the Lessor thereof 10 (ten) days in advance.

17.17. When the circumstances referred to in the paragraph 10.2.8 of the GP of the Contract become apparent, the Lessee has the right to suspend the performance of the Contract for the period of validity of sanctions or unilaterally terminate the Contract by notifying the Lessor in writing within 1 (one) business day from the date of dispatch of the notice of suspension or unilateral termination of the Contract upon receipt of information about the inclusion of the Entities in the Sanctions Lists and/or suspected money laundering, terrorist financing or tax fraud activities against Entity. The Parties shall not be obliged to pay each other fines, compensate for damages or pay any compensation related to the termination or suspension of the Contract on the basis specified in this clause of the Contract.

18. CONFIDENTIAL INFORMATION

18.1. The Parties do hereby agree to keep this Contract confidential indefinitely, except for the fact of conclusion thereof and the information required to be made public on the grounds of the legislations, and all information communicated orally or in writing to each other on the basis of the Contract as well as other information discovered/recorded/filmed, etc. in any other manner within the course of implementation of the Contract. The Parties hereunder do hereby agree not to disclose any confidential information to any Third Parties without a prior written consent of the other Party, and also not to use any confidential information for personal or Third-Party needs, except for cases when such information must be disclosed under the procedure established by legislation or to a specialist/advisor in the area of law, finance or other area, or to a creditor.

18.2. All information provided by the Lessee to the Lessor as well as other information developed/discovered within the course of performance of the Contract shall be considered as confidential, except for publicly available information and the Procurement documents; in all other cases the Lessee shall confirm in writing that certain provided information is not confidential.

18.3. Party infringing the obligation of confidentiality specified in the present Contract, on the basis of a reasonable request of the other Party, shall undertake to pay a fine amounting to EUR 3,000.00 (three thousand euro, 00 ct), exclusive of value-added tax, and to compensate for all losses incurred by the other Party to the extent not covered by the established fine.

18.4. The Lessee may use the complete information obtained in the course of the execution of the Contract for own benefit and purpose and/or that of any company part of AB Ignitis grupė or an entity directly or indirectly controlled by AB Ignitis grupė, and that shall not be considered to constitute a breach of the Contract (in terms of confidentiality).

18.5. The Lessor shall have to sign a separate non-disclosure agreement, which may establish other provisions regulating confidential information, if this has been established in the Procurement documents or when this was required by the Lessee.

19. FINAL PROVISIONS

19.1. The Parties do hereby agree that in the event of reorganisation of the Lessee's company or change of the Lessee's legal status or if the obligations pertaining to the Lessee on the grounds of the Contract are transferred to the Third Party or to entities associated with the Lessee due to transfer of the Lessee's functions or a part thereof, the successor in respect of the Lessee's rights and obligations shall become the Party to the Contract taking over all rights and obligations assumed by the Lessee on the grounds of this Contract from the moment of taking over the rights and obligations without a written consent of the Lessor. Upon the Lessor's request, the Lessee shall provide the Lessor with documents confirming the financial capacity and other necessary documents of the third party assuming the Lessee's rights and obligations. The Parties do hereby agree that the Lessee or the successor in respect of the rights and obligations thereof shall inform the Lessor about taking over of the rights and obligations as established in this paragraph under the procedure established by legislations and the Parties shall not conclude a separate amendment to the Contract, whereas a written notice regarding substitution of the Party shall be construed as an integral part of the Contract, which shall come into effect from the date indicated in the notice.

19.2. Replacement of the Lessor's party shall be possible due to the initiation of the Lessor's reorganisation, including mergers and splits, separation, or bankruptcy procedures as prescribed by laws, or in case of a change of the Lessor's status, or if the functions of the Lessor, or a part of them, are taken over by a third party by virtue of a transaction.. The Lessor shall inform the Lessee thereof in writing no later than 30 (thirty) business days prior to the moment of taking over the rights and obligations of the Lessor; attaching to the letter the documents confirming the absence of any grounds for the exclusion of the successor, supporting its qualification and the documents confirming compliance with the other requirements set out in the Procurement documents. The successor of the rights and obligations of the Lessor shall have at least the same qualification as the Lessor with whom the Contract has been concluded, rated in accordance with the criteria set out in the Procurement documents. Having received from the Lessor the letter and the documents confirming the absence of any grounds for the exclusion of the successor, supporting its qualification and the documents confirming compliance with the other requirements set out in the Procurement documents the Lessee shall within no later than 10 (ten) business days assess the content of the documents and shall approve or object to the substitution of the Party to the Contract in writing. Once the approval of the Lessee is received, an amendment to the Contract shall be signed. The Parties hereby represent and warrant that such assignment of the Lessee's rights and obligations is not a novation within the meaning of the third section of Book VI Part I of the Civil Code of the Republic of Lithuania and does not in itself affect the validity of the Contract. The Lessor shall have no right to assign all or part of their rights and duties before the Lessee to any Third Party without having obtained a prior written consent of the Lessee. Failure to comply with this condition shall constitute a material breach of the Contract.

19.3. All notices and other communications between the Parties under this Contract shall be made in writing and shall be deemed to have been duly delivered if serviced in person, sent by e-mail or by courier, registered post or by any other means to the addresses specified in the SP.

19.4. The Parties shall designate contact persons for communication, the contact details of which are indicated in the Contract.

19.5. Each Party shall notify the other Party of change in the address, contact details and contact persons indicated in the Contract within 2 (five) business days. Before notifying of the change of address, all communication and other correspondence sent at the address referred to in this Contract shall be deemed to be delivered properly.

19.6. All agreements between the Parties shall be deemed valid if they are made in writing and signed by authorised representatives of both Parties.

19.7. If the Contract is concluded by signing physical signatures of the Parties, the amount of copies shall be signed equal to the number of the Parties of the Contract. If the Contract is concluded by signing it using qualified electronic signatures, the Parties shall sign a single copy, transmitted to each other by telecommunication terminal equipment. If the Contract is concluded by signing it using different formats of signature, the Parties shall exchange the signed copies of the Contract using the relevant exchange measures.

20. MISCELLANEOUS

20.1. The Parties agree that, during the performance of the Contract, the Lessor shall provide the Lessee with consultations, documents and other material in the language and under the procedure specified in the Procurement Documents. If the language of the documents and information to be provided is not specified in the Procurement Documents, all documentation and other information shall be provided in Lithuanian only, unless otherwise specified in the SP of the Contract. If the Procurement Documents provide that all documents are to be submitted in Lithuanian, but the Lessor has submitted the final documents and other materials in a language other than Lithuanian, in which case the Lessor must attach a translation of the document into Lithuanian, signed by the translator and stamped by the translation bureau, and certified by the translator.

20.2. The Lessee also shall have the right to specify in the SP of the Contract and/or iii Procurement documents any other language acceptable to the Lessee in which the Lessor may submit documents for the Procurement, including documents related to the performance of the Contract (for certain documents or separately/subsequently provided documents).

20.3. Should the Lessor fail to comply with the requirements of clauses 20.1 and/or 20.2 of the GP of the Contract (submit documents in a language other than the Lithuanian language and not submit the translation of such documents certified with the signature of translator and a seal of the translation office into the Lithuanian language), the Lessee shall be entitled, by notifying the Lessor in writing, to translate these documents at its own cost, and in this case to reduce the amount payable for the services by the amount of translation costs.

20.4. The Lessor shall be entitled to conclude a factoring agreement with a legal entity meeting the requirements laid down by legal acts (hereinafter referred to as the 'Financier') only upon receipt of a written consent of the Lessee. After submitting a written application and the documents, proving that the balance of the rights and obligations of the Parties would not change for the benefit of the Lessor/ Financier on the grounds of the factoring agreement to be concluded, that the conditions of the Contract would not be changed (except for changes of an editorial type resulting from inclusion of the factoring agreement and a different account), the Lessee would not be subjected to any extra costs or obligations shall be submitted to the Lessee 14 (fourteen) calendar days in advance. The application shall be deemed as approved only after the Lessor receives the Lessee's written consent.

20.5. The Lessor shall submit a written guarantee assuring that the Lessee would not be subjected to any duties not described in the Contract, that the conditions of the Contract, including the price rates/ prices, would not be changed, that the Lessee would not be subjected to any extra costs because of the factoring agreement, and that the Lessor shall assume the pecuniary liability for any disputes arising due to the factoring agreement or in relation to it unilaterally. The Lessor also understands and confirms that the factoring agreement shall not change the Lessor's and the Lessee's obligations assumed under the Contract on any grounds.

20.6. In accordance with Article 6.907 of the Civil Code of the Republic of Lithuania, assignment of a pecuniary claim to the financier shall also apply in cases where it is prohibited or restricted by the Contract, however, this shall not release the Lessor from obligations and liability in respect of the Lessee resulting from violation of the provision of the Contract prohibiting or restricting assignment of claims. Therefore, in the event that the Lessor concludes a factoring agreement without the Lessee's written consent, the Lessor shall pay a fine to the amount established in paragraph 17.6 of the GP of the Contract to the Lessee.

20.7. The Lessee shall have the right to refuse to allow the Lessor to enter into a factoring agreement, taking into account the strategic significance of the Procurement, the confidentiality of confidential information and/or for other objective reasons. The Lessee's consent to the factoring agreement under this Contract does not mean the Lessee's consent to other public procurement contracts concluded with the Lessor or to be concluded in the future and the conclusion of factoring under such contracts.

20.8. The Lessor shall give a prior written notice to the Financier before conclusion of a factoring agreement to inform that the Lessee shall not undertake to procure all Goods indicated in the Contract or any part thereof, except for cases when fixed pricing method applies to the Contract (indicated in the SP of the Contract).

20.9. Upon approval by the Lessee of the Lessor's permission to enter into the factoring agreement, the Parties shall sign a written agreement.
