

Price review procedure (hereinafter referred to as the procedure), after the fixed price pricing has been established in the Contract

1.1. The first recalculation of the price excl. VAT may be carried out after the entry into force of the Contract on the basis of a written request from one of the Parties to the Contract, but not earlier than after 6 (six) months from the date of concluding the contract. Periodicity of price recalculation – no more often than every 6 (six) months after the last Contract price recalculation (the last Contract price recalculation shall be considered to be the date of entry into force of the last agreement on the Contract price revision (hereinafter referred to as the **agreement**)).

1.2. The price of the Contract shall be reviewed only for the part (stages) of the Contract that is not redeemed, i.e. for those stages specified in the Contract, which are not accepted by a deed and paid for. If the stage price is expressed as a percentage of the Contract price, in such a case the stage price shall be equal to the value obtained by multiplying the indicated percentage and the Contract price. The subsequent price recalculation may not include the period and stages for which the recalculation has already been carried out.

1.3. If the performance of the Contract (the performance of the stage in the term specified in the Contract) is delayed due to the fault of the Supplier, the price of the stage of the Contract, which is delayed due to the rise in the price level, shall not be recalculated (cannot be increased), but shall be recalculated due to the fall in the price level (can be reduced) in the following procedure and conditions.

1.4. After the Parties conclude an agreement, the recalculated price excl. VAT shall apply to that part of the Contract (stages) that was not actually accepted under the deed and paid for before the date of receipt of the request of the Party to the other Party to review the price.

1.5. When performing the recalculation, the Parties shall be guided by the data from the Database of Indicators published publicly on the official statistics portal of Statistics Lithuania State Data Agency in accordance with the following criteria, without requiring the other Party to provide an official document or confirmation issued by the Statistics Lithuania State Data Agency or another institution.

1.6. The price of the Contract (stages not accepted and not paid for) excl. VAT shall be recalculated at the periodicity indicated in the procedure according to the Consumer Price Index published monthly by the Statistics Lithuania State Data Agency: Consumer Goods (hereinafter referred to as the **Index**), if one of the following conditions exists:

1.6.1. the coefficient of change (K) is in the interval (inclusive) between 0.95 – 1.05 ($0.95 \leq K \leq 1.05$) and the Contract price has been recalculated previously in accordance with the procedure established by this Contract (i.e. the recalculation of the Contract price has already been carried out), then until the date of receipt of the request to review the price of the Contract, the price of the Goods not actually delivered without VAT is recalculated to the price of these Goods without VAT¹ provided in the proposal of the Supplier. The coefficient of change (K) is calculated in the following order.

¹ For example, the value of the Index at the beginning of the period is 110.10, the value of the Index at the end of the period is 121.61. In this case, after applying the formulas K and KD, we calculate that the adjusted Index Change Coefficient for the first period is 1.0545 (after evaluating the 0.05 part) and this adjusted Index Change Coefficient (KD) is applied to the recalculation of the Contract price until the next recalculation (if any). The value of the Index of the next (second) period at the end of the period is 113.10 and after calculating the The value of the Index of the next (second) period at the end of the period is 113.10 and after calculating the index change coefficient (K) we get the result – 1.0272 ($K=113.10/110.10=1.0272$) (K) we get the result – 1.0272 ($K=113.10/110.10=1.0272$), in this case the Index Change Coefficient (K) is in the interval (inclusive) between 0.95 – 1.05, then the price of the Goods not actually delivered before the date of receipt of the request for review of the Contract rates without VAT are recalculated to the price of these Goods not actually delivered without VAT provided in the proposal of the Supplier. (i.e. the price without VAT of the Goods not actually delivered before the date of receipt of the request for review of the Contract price after the review will be equal to the price without VAT of the Goods not actually delivered provided in the proposal of the Supplier).

or

1.6.2. the coefficient of change (K) is greater than 1.05 ($K > 1.05$) or less than 0.95 ($K < 0.95$), in which case the review shall be carried out in the following order;

1.7. The coefficient of change of the index (K) shall be calculated as follows:

The Parties to the Contract hereby confirm that they assume the risk of 0.05 increase and/or decrease in the Index change factor. During the review of the Contract price, if the Index change coefficient (K) goes out of the range of 0.95 – 1.05 (inclusive), the adjusted Index change coefficient (K_D ; K_M) shall be subtracted from the calculation (if the Index change coefficient is greater than 1.05 (Index change coefficient ($K > 1.05$))) or a 0.05 part of its share shall be added (if the Index change coefficient is less than 0.95 (Index change coefficient ($K < 0.95$))) as the risk assumed by the Parties to the Contract.

If ($K > 1.05$) or ($K < 0.95$), after performing the calculations in the order specified in the procedure below, then the prices of the actually not accepted and unpaid stages excl. VAT shall be recalculated, which shall be multiplied by the adjusted Index change coefficient (K_D ; K_M).

The review shall be carried out according to the formulas:

$$K = (IPb / IPr)$$

Where:

K - Index change coefficient, which is indicated and applied to the accuracy of 4 (four) decimal places;

IPr – the Index value published at the beginning of the period, i.e. Index specified in the month of the end of the deadline for submission of tenders/final tenders (applicable in all cases of recalculation, when recalculating for the first and subsequent times);

IpB – the Index value published at the end of the period, i.e. the Index published on the date of receipt of the written request of the Party to the Contract (when such a right has been acquired according to the provisions of the procedure) to review the Contract price.

If K is greater than 1.05, then its share of 0.05 shall be subtracted and the adjusted Index change coefficient K_D shall be calculated:

$$K_D = K - 0.05$$

If K is less than 0.95, then its share of 0.05 shall be added and the adjusted Index change coefficient K_M shall be calculated:

$$K_M = K + 0.05$$

Where:

K_D ; K_M – coefficients of change in the adjusted Index.

1.8. The Parties shall enter into a written agreement on the recalculated Contract price (stage prices) excl. VAT. The Agreement shall include the following: Index value at the beginning of the period and the date of its determination, Index value at the end of the period and the date of its determination, Index change coefficient (K), revised Index change coefficient (K_D , K_M), recalculated prices, recalculated Contract price excl. VAT (initial Contract value if changed) and other information relevant for recalculation.

1.9. A Party seeking a price review must contact the other Party in writing and provide all the necessary information in the request: the name, number, date of the Contract, a list of stages not transferred and not paid for, Index values with links to public sources in the official statistics portal of the Statistics Lithuania State Data Agency, other important information (and information requested by the Buyer / customer, documentation). In the request, the Party shall not have the right to indicate another Index or to request recalculation according to another Index than that specified in this procedure.

1.10. By Agreement, the Parties shall not have the right to change the procedure specified in the procedure or other provisions of the Contract, except if the change is made in accordance with the

provisions of the Republic of Lithuania Law on Public Procurement / the Republic of Lithuania Law on Procurement by the Entities, Operating in the Field of Procurement, Waste Water Management, Energy, Transport or Postal Services.

1.11. For the sake of legal clarity, the Parties hereby confirm that the revision of the price of the Contract in accordance with the procedure established in the procedure shall not be considered a change to the Contract, but its execution in accordance with the procedure prescribed in the Contract, except if the procedure is changed by agreement.
