

PUBLIC PROCUREMENT CONTRACT NO _____

PROJECT OF DYNAMIC ROUTE PLANNING ALGORITHM AND SYSTEM 2021 m.

_____ d.

Kaunas

AB Kelių priežiūra, registered office address Savanoriu ave. 321C, Kaunas 50120, legal entity code 232112130, represented by (position held, forename, surname), acting in accordance with (basis of representation) (hereinafter – **the Customer**),

and

(name of the Supplier), registered office address, legal entity code, represented by (position held, forename, surname), acting in accordance with (basis of representation) (hereinafter – **the Supplier**),

hereinafter the Customer and the Supplier both together are referred to as **the Parties** and separately as **the Party**, have entered into this service public procurement contracts (hereinafter – **the Contract**):

1. OBJECT OF THE CONTRACT

- 1.1. Hereby the Supplier shall undertake to provide the services specified in the Annex to the Contract “Technical task“ (hereinafter – **the Services**), and the Customer shall undertake to pay the Supplier for the Services he has provided in a proper, quality and timely manner in accordance with the procedure and terms laid down in this Contract.
- 1.2. The requirements for the Services are described in Annex “Technical task” to the Contract.
- 1.3. The CPV code(s) attributable to this Contract: 72200000-7.
- 1.4. The Contract has been entered into on the basis of the public procurement (enter the name and number of the procurement) (hereinafter – **the Procurement**).

2. VALUE OF THE CONTRACT

- 2.1. The Contract value exclusive of VAT is 10,000 EUR (ten thousand euros 00 cents). VAT of 21% (twenty one percent) amounts to *2,100 EUR (two thousand one hundred euros 00 cents)*. The value of the contract including VAT is 12,100 EUR (twelve thousand one hundred euros 00 cents). .
- 2.2. The fixed price pricing determined in accordance with the Methodology approved by the Order No 1S-95 of the Director of the Public Procurement Office in 28 June 2017 on the Approval of the Methodology for Setting Pricing Rules, which is described in detail in this Contract and in the Procurement Terms specified in point 1.4 of the Contract, applies to this Contract.
- 2.3. The Supplier shall assume all risk for the increase of the costs related to the Contract and / or performance of the Contract due to circumstances beyond the control of the Customer and which will make it more difficult for the Supplier to perform the Contract and/or specific orders (the price of fulfilling the obligations will increase for the Supplier). The value of the Contract will not be changed in any case (except in the cases provided for in the Contract or Article 89 of the Law on Public Procurement). Increase in the price of meeting the obligations does not give the Supplier the right to suspend the performance of the Contract or withdraw from the Contract on this basis.
- 2.4. If during the term of the Contract, the amount of value added tax would change due to changes in the legal acts, the Contract price exclusive of VAT will not change as a result. In other words, the Customer will pay the Supplier the price for the Services properly provided under the Contract, which will be equal to the amount obtained after adding VAT calculated as per the newly approved

tax rate to the price of the Services exclusive of VAT specified in the Contract, unless otherwise provided by the legal acts adopted.

3. PAYMENT PROCEDURE

- 3.1. Payments shall be made in stages:
 - 3.1.1. The Supplier shall be paid 50 (fifty) percent of the Contract value specified in point 2.1 of the Contract, i.e. 5,000 EUR (five thousand euros 00 cents) exclusive of VAT, because the Procurement tender of the Supplier has been recognized as a successful tender. In other words, because the Supplier has submitted the Procurement tender that best meets the needs of the Customer and undertakes to provide testing of the Services specified in the Procurement order during the period specified in the Annex “Technical task“ to the Contract (hereinafter - **the Probationary Period**). The Services provided during the Probationary Period are subject to the requirements specified in the Annex “Technical task” to the Contract.
 - 3.1.2. The Supplier shall be paid the remaining value of the Contract, i.e. 5,000 EUR (five thousand euros 00 ct) exclusive of VAT in the event that the Probationary Period is deemed to have been duly completed as specified in Annex “Technical task“ to the Contract.
- 3.2. The Supplier shall undertake to submit two VAT invoices to the Customer, i.e. the Supplier shall submit the first VAT invoice within 5 working days from the date of entry into force of the Contract, but not later than by the fifth working day of the following month, and the second VAT invoice shall be submitted by the Supplier within 5 working days from the proper provision of the Services and completion of the Probationary Period, as specified in Annex “Technical task“ to the Contract, but not later than by the fifth working day of the following month. The Parties agree that the taking-over certificate of the Services, VAT invoice, which details the Services provided, or another document confirming the fact of transfer-acceptance of the Services (hereinafter - the Taking-Over Certificate) will be considered as the documents proving the fact of the transfer of the Services. The Supplier must ensure that the Customer receives a VAT invoice through the information system “E-invoice“. In cases where the transfer of the Services is substantiated by the Taking-Over Certificate of the Services or another document confirming the fact of transfer-acceptance of Services, the Supplier must submit these signed documents through the information system “E-invoice“ together with a VAT invoice.
- 3.3. The Supplier must indicate in the VAT invoice submitted the forename, surname, position of the Customer's employee who accepted the Services, the road service (structural unit) the date of entry into the Contract and the Contract number given by the Customer.
- 3.4. The Customer shall have the right to require the Supplier to rectify discrepancies or errors in the Services that were provided after the moment of transfer-acceptance of the Services if it is later found that the Services do not meet the requirements for them.
- 3.5. The Customer shall pay for the quality Services provided not later than within 30 (thirty) calendar days from date of receipt and confirmation of VAT invoice in the system “E-invoice” in accordance with the procedure provided in the Contract. The Parties may also agree on shorter payment terms, if the shortening of payment terms results in additional economic benefits for the Customer.
- 3.6. Payments may be withheld if the Supplier fails to comply with the time terms and procedure for submitting a VAT invoice provided for in this Contract and / or legal acts. Such withholding of payments shall not be considered a breach of the terms of the Contract (i.e. no default interest shall be charged).
- 3.7. Payment documents for the Services, in respect of which claims have been made by the Customer, shall be issued only after the Supplier rectifies the deficiencies in the provision of the Services and

- the Customer accepts the rectified Services by a separate Taking-Over Certificate in accordance with the procedure laid down in this Contract.
- 3.8. The Customer shall have the right to withhold any payments under this Contract if the Supplier does not provide the Services provided for in the Contract (or part thereof) or provides them in non-quality way, or fails to rectify deficiencies in the Services provided within the time terms laid down in this Contract.
 - 3.9. The Supplier shall have the right to enter into a factoring agreement with the financier by transferring to the financier a monetary claim against the Customer under this Contract. The Supplier cannot agree with the financier in the factoring agreement that the financier has the right to transfer the monetary claim transferred to him under this Contract. The Supplier, having entered into a factoring agreement with the financier, must immediately inform the Customer thereof in writing and provide a copy of or extract from the factoring agreement, and, in submitting an invoice to the Customer, must indicate that, under the invoice submitted, the monetary claim is or will be transferred to the financier. Amounts payable to the Supplier are reduced by the amount paid to the financier. All costs related to the entry into the factoring agreement and the transfer of the monetary claim under the factoring agreement shall be covered by the Supplier.

4. OBLIGATIONS AND RESPONSIBILITY OF THE PARTIES

- 4.1. The provision of the Services shall commence and the period of their performance shall begin to run upon the entry into force of this Contract. Services must be provided no later than by 30 August 2021.
- 4.2. In case of disruption of the provision of the Services or their quality due to Internet communication or other failures due to the fault of the Supplier, the Supplier must inform the Customer about such an incident and restore the condition of the Services, i.e. of the system. There are three categories of failures:
 - 4.2.1. Critical error (critical incident) - when the system does not work or does not give any result. Response time - no longer than 4 working hours; the solving time - no longer than 1 working day.
 - 4.2.2. Error (high or medium incident) - when system activity is restricted, the system was down, but it was restored. Response time - no longer than 1 working day; the solving time - no longer than 2 working days.
 - 4.2.3. Failure (low incident)/inquiry - when an error is identified but its effect on the result has been isolated and compensated. Response time - no longer than 3 working days; the solving time - no longer than 5 working days.
- 4.3. If the Supplier does not start providing the Services after 30 (thirty) calendar days from the date of entry into force of the Contract, the Supplier shall pay to the Customer default interest of 0.05% (five hundred percent) of the paid part of the Contract value specified in point 3.1.1 of the Contract for each day of delay. If the Supplier is late to provide the Services for more than 80 (eighty) calendar days, the Customer shall have the right, after having notified the Supplier in advance, purchase the Services from another supplier and claim direct damages. Accordingly, the Customer shall have the right to terminate this Contract in accordance with the procedure provided for in point 8.5 of the Contract.
- 4.4. The Customer, having not paid timely for properly provided Services, shall pay default interest of 0.05% (five hundred percent) for each day of delay of the value of the Services or part thereof not paid on time.
- 4.5. The Customer shall have the right to reduce, for losses caused by the Supplier, the amount payable to the Supplier under the Contract by an amount of default interest accrued in favour of the Customer

- and/or of applicable fines (hereinafter - Penalties), by carrying out unilaterally set-off of mutual obligations, i.e. by setting off the amounts of Penalties payable by the Supplier to the Customer to the amount payable by the Customer to the Supplier, which is specified in point 3.1.2 of the Contract. Amounts payable to the Supplier under the Contract shall also be reduced by the amounts that have been paid by the Customer to third parties for rectification of deficiencies in the Services that were provided by the Supplier in poor quality or untimely.
- 4.6. Payment of Penalties does not exempt the Parties from the fulfilment of their obligations under the Contract and from the obligation to indemnify for losses.
 - 4.7. The Customer shall have the right, without a separate prior notice to the Supplier, to withhold and / or deduct from the amounts payable to the Supplier under this Contract all and any amounts of damages and / or penalties which are payable by the Supplier to the Customer, i.e. the Customer may unilaterally set off a homogeneous counterclaim for the relevant amount. The Customer shall inform the Supplier in writing about the set-off made.
 - 4.8. The Supplier shall undertake:
 - 4.8.1. to provide the Services to the extent, under the terms and conditions and in accordance with the procedure specified in this Contract and its annexes;
 - 4.8.2. to eliminate all deficiencies in the provision of the Services at his own expense;
 - 4.8.3. to have a functioning assistance system for registration of inquiries and incidents;
 - 4.8.4. to immediately inform the Customer about any circumstances that hinder or may prevent the Supplier from providing the Services to the extent, under the terms and conditions and in accordance with the procedure specified in this Contract and its annexes;
 - 4.8.5. to carry out all instructions given by the Customer related to the provision of the Services, which are not in conflict with the laws and / or this Contract.
 - 4.9. The Supplier confirms that he has all licenses, permits and authorizations to provide the Services.
 - 4.10. If the Customer does not accept the Services or if deficiencies of the Services or their non-compliances with the criteria specified in the Contract, its annexes or legal acts become apparent later, the Supplier shall undertake to rectify the deficiencies of the Services not later than within 3 (three) days from the date of receipt of the notification on the deficiencies of the Services. The Supplier shall ensure rectification of the deficiencies in the Services at his own expense within the time term laid down in the Contract, and shall indemnify the losses incurred by the Customer due to the provision of low-quality Services.
 - 4.11. The Supplier shall undertake:
 - 4.11.1. To create all conditions for the Supplier, to provide information or documents necessary for the proper provision of the Services, including, but not limited to, will provide, when necessary, temporary access to API, KBIS of his systems and other data;
 - 4.11.2. to provide the technical and human resources required for testing the Services;
 - 4.11.3. to inform the Supplier of any observed deficiencies in the provision of the Services and to make other comments regarding the quality of the Services and (or) the terms of performance of the Services, and other matters related to non-performance and / or improper performance of this Contract, as well as of damage caused by the Supplier's employees during the provision of the Services;
 - 4.11.4. to pay the Supplier in a timely manner for the Services provided in a proper, timely and high-quality manner in accordance with the terms and conditions of the Contract.
 - 4.12. The Customer shall have the right:
 - 4.12.1. to refuse to accept the Services provided in poor quality or untimely, or part thereof;
 - 4.12.2. to require the Supplier to rectify immediately and free of charge deficiencies in the Services that were provided improperly and in a low-quality manner;

4.12.3. to require suspension of the provision of the Services if the Services are provided without complying with the terms and conditions of this Contract, the requirements of legal acts of the Republic of Lithuania, they endanger people's lives and health, the property and environment of the Customer and / or third parties, also if there is threat that such a situation may arise and/or when the threat of an accident has been identified.

5. THE SUPPLIER 'S RIGHT TO USE THIRD PARTIES (SUBCONTRACTING), JOINT ACTIVITIES

5.1. Any natural or legal persons used by the Supplier for the performance of this Contract, irrespective of the legal relations through which these persons are related to the Supplier, are considered agents of the Supplier. The actions of these persons in the performance of the Contract have the same consequences for the Supplier as his own actions. The Supplier shall use the following third parties (subcontractors) for the performance of the Contract:

Name and details of the subcontractor	Part of the Contract for which the subcontractor is used
Name and details of the subcontractor	Part of the Contract for which the subcontractor is used

5.2. The Supplier must use only those subcontractors for the performance of the Contract which are specified in the Supplier's tender. If the Supplier wants to use for the provision of the Services specified in this Contract a subcontractor other than that specified in the tender, he must first prove to the Customer the reliability of that other subcontractor and his ability to perform the functions assigned, obtain a written consent of the Customer regarding the chosen subcontractor and submit the documents of the subcontractor that substantiate the compliance with the requirements set for the subcontractors in the procurement conditions. The Supplier shall be responsible for the quality of the Services provided by the subcontractor. The Supplier will always be responsible for the performance of the Contract, including the quality of the Contract and / or part of the Contract transferred to subcontractors and for damage caused. In the event that the Supplier, during the performance of the Contract, uses for the performance of its contractual obligations subcontractors other than those specified in the Supplier's tender, the Supplier replaces the subcontractors specified in the tender for the procurement without the knowledge of the Customer, or if the Supplier, who has not indicated in his tender about the intention to use subcontractors, uses subcontractors without the written consent of the Customer, the Supplier shall pay the Customer a penalty of 5 (five) percent of the maximum value of the Contract and, upon the Customer's request, must immediately refuse from the Services of such subcontractor.

5.3. Subcontracting does not create a contractual relationship between the Customer and the subcontractor. The Supplier shall be responsible for the acts or omissions of his subcontractors. The Customer's consent to the use a subcontractor for the performance of the contractual obligations does not exempt the Supplier from any of his obligations under the Contract.

5.4. When the need arises to replace the partners specified in the Joint activity agreement with other partners (if the Services are provided under the Joint activity agreement), the Joint activity partners must meet all the conditions specified below:

5.4.1. The Customer will receive all the following documents:

5.4.1.1. a request of the staying joint activity partner(s) regarding the replacement of the joint activity partner(s);

- 5.4.1.2. a request of the withdrawing Joint activity partner(s) to withdraw from the Joint activity partners and to transfer all obligations under the Joint activity agreement to the new/staying Joint activity partner(s);
 - 5.4.1.3. a written consent(s) of the new/staying Joint activity partner(s) to replace the withdrawing Joint activity partner(s) and to assume all obligations of the withdrawing Joint activity partner(s) under the Joint activity agreement and documents supporting the qualification of the new/staying Joint activity partner(s) (if applicable);
 - 5.4.2. The Supplier will prove to the Customer the reliability of the new/staying Joint activity partner(s) and his/their ability to perform the functions assigned;
 - 5.4.3. The Supplier will obtain a written consent of the Customer to replace the Joint activity partners;
 - 5.4.4. The Supplier will submit to the Customer a copy of the new Joint activity agreement or of the amendment to the existing Joint activity agreement, in which the obligations of the staying Joint activity partner(s) will remain the same as those in the earlier Joint activity agreement, and the new/staying Joint activity partner(s) will take over all obligations of the staying Joint activity partner(s) under the earlier Joint activity agreement;
- 5.5. The option of direct payment to subcontractors may apply to this Contract. This option is implemented as follows:
 - 5.5.1. The Customer shall, not later than within 3 working days from the date of receipt in writing of the information provided for in Article 88(4) of the Law on Public Procurement, inform subcontractors about the option of direct payment, and the subcontractor, wishing to take advantage of such an option, shall submit a written request to the Customer. In cases where the subcontractor expresses a wish to take advantage of the direct payment option, a tripartite agreement must be concluded between the Customer, the Supplier and his subcontractor. Such an agreement specifies the Supplier's right to object to unreasonable payments, the procedure of direct payment to the subcontractor, taking into account the requirements set out in the Procurement documents and in the Subcontract.
 - 5.5.2. Before submitting an invoice to the Customer, the subcontractor must harmonize it with the Supplier. The harmonization is considered appropriate when the invoice issued by the subcontractor is confirmed in writing by the responsible representative of the Supplier which is specified in the tripartite agreement. Payments made by the Customer to the subcontractor as per invoices submitted by him accordingly reduce an amount to be paid by the Customer to the Supplier under the terms and conditions as well as in accordance with the procedure of the Contract. In issuing and submitting invoices to the Customer, the Supplier shall, accordingly, not include in them, amounts specified in the invoices submitted directly to the Customer by the subcontractor and confirmed by the Supplier.
 - 5.5.3. Direct settlement with the subcontractor does not exempt the Supplier from the performance of his contractual obligations. Notwithstanding the established option of direct settlement with the subcontractor, the rights, duties and other obligations of the Supplier provided for in the Contract shall not pass to the subcontractor.
 - 5.5.4. If, due to direct settlement with the subcontractor, the amounts payable by the Supplier and the subcontractor do not actually match, the responsibility to the Customer shall lie with the Supplier and mismatches shall be eliminated at the expense of the Supplier.
 - 5.5.5. Payments to the subcontractor shall be made in accordance with the procedure laid down in the tripartite agreement, taking into account the pricing and the payment procedures set out in the Contract.
- 5.6. Failure to comply with the Supplier's obligations provided for this section is considered a material breach of the Contract.

6. FORCE MAJEURE

- 6.1. The Parties shall not be liable for partial or total non-performance of the obligations assumed if they prove that they failed to fulfil the obligations due to force majeure.
- 6.2. Force majeure are the circumstances specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules for exemption from liability in the event of Force Majeure approved by the Resolution No 840 of the Government of the Republic of Lithuania of 15 July 1996. In determining the circumstances of force majeure, the Parties shall be guided by the Resolution No 222 of the Government of the Republic of Lithuania of 13 March 1997 on the Approval of the Description of the Procedure for Issuing Certificates Certifying Force Majeure Circumstances.

7. SECURITY OF THE PERFORMANCE OF THE CONTRACT

- 7.1. Security of the performance of the Contract, i.e. a guarantee of a bank registered in the Republic of Lithuania or abroad or a suretyship insurance policy from insurance company do not apply to this Contract.

8. VALIDITY, AMENDMENT AND TERMINATION OF THE CONTRACT

- 8.1. The Services shall be provided no later than by 30 August 2021. The Contract shall enter into force after the Contract is signed by both Parties to the Contract and shall be valid until the contractual obligations are fully met or the Contract is terminated.
- 8.2. The term of provision of the Services may be extended by mutual agreement of the Parties for a period of 1 (one) month due to conditions that are unfavourable for the provision of the Services, due to inaction or improper actions of third parties, or due to additional tasks having arisen.
- 8.3. The Parties shall have the right to terminate this Contract unilaterally or by agreement of both Parties without going to court on the grounds and in accordance with the procedure provided for in the legal acts of the Republic of Lithuania.
- 8.4. The Customer shall have the right to terminate this Contract unilaterally at any time without going to court, after having notified the Supplier thereof in writing 10 (ten) working days in advance. In this case, the Supplier shall only be paid for the Services that were actually provided in a quality way until the date of termination of the Contract, and no other obligations arise for the Customer, including, but not limited to, the Customer has to pay no other amounts and/or make no other payments to the Supplier.
- 8.5. The Customer shall have the right to terminate the Contract unilaterally, without going to court, after having notified the Supplier in writing 5 (five) calendar days in advance, and the Supplier must pay to the Customer a fine of 5 (five) percent of the total Contract price if the Supplier is materially in breach of the Contract. A breach of the Contract by the Supplier shall be considered material if:
 - 8.5.1. the Services provided do not meet the requirements provided for in the Contract and/or specific order, and the Supplier fails to rectify the deficiencies in the Services within the time term provided for in the Contract;
 - 8.5.2. the Supplier violates the time terms of providing the Services;
 - 8.5.3. the Supplier's qualification has become non-compliant with the requirements of this Contract and these non-compliances have not been rectified within 14 (fourteen) days from the date when the qualification became non-compliant.
 - 8.5.4. In other cases provided for in the Contract.

- 8.6. The Customer shall have the right to unilaterally, without going to court, terminate this Contract after having notified the Supplier thereof in writing 5 (five) calendar days in advance if the Supplier goes bankrupt or is undergoing liquidation, suspends economic activities or an analogous situation arises in accordance with the procedure provided for in other legal acts.
- 8.7. The Supplier shall have the right to unilaterally, without going to court, terminate this Contract after having notified the Customer thereof in writing 30 (thirty) calendar days in advance if the Customer fails to fulfil his obligations under the Contract when the Customer has been notified at least twice of non-performance of his specific obligations.
- 8.8. The terms and conditions of the Contract may be amended in accordance with the provisions of the Law on Public Procurement of the Republic of Lithuania.

9. DISPUTE RESOLUTION

- 9.1. The Parties agree that all disputes, disagreements, requirements and / or claims arising out of and / or related to this Contract, its performance, termination and / or breach, also as result of different interpretation of the provisions of the Contract, will be solved by the Parties by way of negotiation.
- 9.2. Should the Parties fail to resolve disputes/disagreements, requirements and/or claims by way of negotiation within 30 (thirty) calendar days from the date on which disputes, disagreements, requirements and / or claims arose, they will be dealt with in the courts of the Republic of Lithuania, that are located in Kaunas, in accordance with the procedure established by the legal acts.

10. INTELLECTUAL PROPERTY RIGHTS

- 10.1. If an object of intellectual property, that meets the needs of the Customer, is created during the performance of the Contract or later in the future on the basis of Annex "Technical task" to the Customer's Contract, then all intellectual property rights towards such an object belong to the Supplier, and the Customer is granted a royalty-free, open-ended, transferable, non-exclusive license to use the intellectual property object created by the Supplier to the extent necessary for the purposes of the proper use of the Services result.

11. CONFIDENTIALITY

- 11.1. Information disclosed during the performance of the Contract by one Party to the other Party, both intentionally and accidentally, which the disclosing Party has identified as confidential, or which by its nature should be treated as confidential, is considered confidential information, and the Party, having received or become acquainted with such information, shall undertake not to disclose it to third parties and/or not to use it for any other purpose, except to the extent necessary for the performance of this Contract. If there are doubts as to whether or not the information provided by the Party should be treated as confidential, the Party having received such information will treat it as confidential, unless otherwise specified by the disclosing Party.
- 11.2. The Parties shall undertake not to disclose confidential information to any third party in any way without the consent of the Party to which the confidential information belongs, except for their contractors, consultants and other persons to the extent necessary for the performance of the Contract. This commitment shall be valid both during the term and indefinitely after the termination of this Contract.
- 11.3. Obligations of the Parties relating to personal data protection:

11.3.1. Both Parties are controllers of personal data, they process the personal data of their employees on the basis of a legitimate interest.

11.3.2. In processing personal data, the Parties shall comply with the laws of the Republic of Lithuania, legal acts of the European Union and the personal data processing requirements specified in the Contract.

11.3.3. The Parties agree that the contractually transferred personal data of the Parties' representatives (managers, authorized persons or employees) are used solely for the purpose of concluding and performing the Contract. The Parties may not process personal data for any purpose other than that specified in the Contract.

11.3.4. The Parties shall undertake to apply technical and organizational measures that ensure the protection of the personal data processed.

11.3.5. Only such employees or agents of the Parties may have access to and process personal data for whom such access to personal data is necessary in order for them to be able to fulfil the contractual obligations and who are committed to ensuring the confidentiality of the personal data processed.

11.3.6. The Parties shall undertake to inform each other immediately of violations of personal data security and to ensure the rights of data subjects.

11.3.7. In case of violation of personal data security or where the Party reasonably suspects such a violation, such Party shall immediately, but, in any case, not later than within 24 hours after becoming aware thereof, will inform the other Party in writing and provide information on the nature of the possible violation, the contact details of the Party's representative, described consequences of the violation and a list of the measures that have been taken to eliminate the violation.

11.3.8. If the Party incurs a loss due to wrongful conduct of the other Party in processing of personal data, the guilty Party must indemnify the other Party for the losses incurred.

12. FINAL PROVISIONS

12.1. In performing the Contract, the Parties shall be guided by the legal acts of the Republic of Lithuania.

12.2. In case of change of address or other details of the Parties the Parties shall undertake to notify each other thereof within 3 (three) working days from the date of the relevant change. The Party having failed to notify shall indemnify for all losses resulting from failure to notify and shall assume the risk related to non-notification.

12.3. In the event of conflict between the Contract and the Technical task, the Parties shall be guided by the Technical task. In the event of conflict between the Contract and its other annexes, the Parties shall be guided by the Contract.

12.4. In the event of contradictions between the texts of the Contract in Lithuanian and English, the text in Lithuanian shall prevail.

12.5. All information, warnings or notifications relating to this Contract must be in writing and must be sent by e-mail, registered post or through courier (with confirmation of service) or shall be delivered by hand against signature to the addresses specified below. Notifications sent by e-mail shall be considered to have been received on the day of their dispatch or on the next working day if the day of dispatch was not a working day, or if the e-mail was sent after working hours (after 5:00 PM). Notifications sent by registered post shall be deemed to have been delivered no later than within 3 (three) working days from their dispatch.

12.6. The Parties shall appoint their representatives for the purposes of the Contract performance control and communication. The specified responsible person of the Customer shall, inter alia, have the right to give binding instructions to the responsible person of the Supplier related to the performance

of the Contract, to sign VAT invoices and other documents related to the performance of the Contract (except for agreements on extension, amendment, etc. of the Contract). All notifications related to the performance of the Contract may be sent as per the contact details of the following representatives:

12.6.1. The person on the part of the Customer who is responsible for the performance of this Contract - position, forename, surname, telephone number, e-mail address;

12.6.2. the Customer's representative responsible for the publication of the Contract and amendments thereto in accordance with the procedure prescribed by the Law on Public Procurement of the Republic of Lithuania - position, forename, surname, telephone number, e-mail address;

12.6.3. The person on the part of the Supplier who is responsible for the performance of this Contract - position, forename, surname, telephone number, e-mail address.

12.7. The amount of fines and default interest, which is specified in the Contract, shall be calculated on the basis of amounts exclusive of VAT.

12.8. This Contract was signed in two copies of equal legal power; one copy for each Party.

13. ANNEXES TO THE CONTRACT

13.1. Annex No 1 –

14. DETAILS OF THE PARTIES

The Customer:

Public Limited Liability Company

Kelių priežiūra

Legal entity code 232112130

VAT identification number

LT321121314

Savanoriu ave. 321C, Kaunas 50120

Tel.: (8-37) 202293

E-mail: info@keliuprieziura.lt

Settlement account

LT617044060003560452

AB SEB bank, bank code 70440

On behalf of the Customer:

Date of signing:

The Customer uses no stamp

The Supplier:

Name of the Supplier

Legal entity code / personal identity number of natural person

VAT identification number

Registered office address of the Supplier

Tel.:

E-mail:

Settlement account

Bank name, bank code

On behalf of the Supplier:

Date of signing: