

1. DEFINITIONS

- 1.1. **“Certificate”** – Transfer and Acceptance Certificate of Works, signed by the Parties upon completing each agreed part of the Works, including the final Taking-Over Certificate, which shall be signed upon completing all Works. All provisions hereof, related with Transfer and Acceptance Certificate, shall be applicable to the Delivery and Acceptance Certificate for elimination of defects and to the final Taking-Over Certificate, unless this Agreement provides otherwise. Interim certificates may be signed each calendar month, if the Works last longer than one calendar month, or at other periods, if the Special Terms and Conditions stipulate so.
- 1.2. **“Payment Period”** – the period in calendar days, specified in the Special Terms and Conditions, over which the Contractor shall pay to the Subcontractor, according to the submitted Invoices for properly, qualitatively and timely completed Works, and/or their parts, if the latter are provided for in the Agreement.
- 1.3. **“General Terms and Conditions”** – an integral part hereof, specifying the standard provisions of the Agreement and the standard rights, obligations and liability of the Contractor and the Subcontractor.
- 1.4. **“Works”** – specific works and / or services (equipment, installation, reconstruction, connection, design, etc.), specified and detailed in the Special Terms and Conditions, which shall be completed by the Subcontractor within the terms and under the conditions, provided for in the Agreement.
- 1.5. **“End of the Works”** - the moment when all the works provided for in the Special Terms and Conditions are completed, all deficiencies, defects in the result of the Works are eliminated and all the required execution documents are submitted, and the final Taking-Over Certificate is signed.
- 1.6. **“Guarantee”** – each of the following performance guarantee means (methods) individually: the warranty, issued by the reliable bank of the Contractor’s country or foreign country, or an irrevocable letter of guarantee from the insurance company, approved in accordance with the established procedure and rules.
- 1.7. **“Warranty Period”** – warranty period for quality of the completed Works, including all component parts of the Works, calculated from the moment of signing the Taking-Over Certificate of all the Works, during which the Subcontractor shall eliminate the defects free of charge or to cover the costs of their elimination to the Contractor.
- 1.8. **“Schedule”** – the schedule of the works, agreed on by the Contractor and the Subcontractor, which should include all the main stages of performance of the Works.
- 1.9. **“Price”** – the amount of money, defined in the Special Terms and Conditions, for which the Subcontractor shall perform the Works under the terms and conditions, provided for in the Agreement, and which shall include the price of purchase, manufacturing, delivery of the materials, equipment, and tools, required for performance of the Works, as well as all other expenses of the Subcontractor, related with proper fulfilment of contractual obligations, and other fees and charges that the Subcontractor must pay to meet its obligations under the Contract.
- 1.10. **“Materials”** – various materials, equipment and other tools for performance of the Works, supplied by the Contractor to the Subcontractor, specified and described in detail in the Special Terms and Conditions.
- 1.11. **“Site”** – the Site, which is detailed in the Special Terms and Conditions and where Works are performed.
- 1.12. **“Additional Works”** – the works that are not included into the Agreement due to the circumstances that could not have been foreseen, however, directly related with the Works, provided for in the Agreement, which cannot be technically or economically separated from the Agreement without causing major inconvenience to the Contractor and/or the Customer, or when these additional works, although separable from the Agreement, are strictly necessary for proper execution of the Agreement. The Works, the essence and content of which comply with the content of the Additional Works, but which do not exceed 10% the Price of the Works (excl. VAT), shall not be considered as the Additional Works.
- 1.13. **“Project”** – a single document or a set of the documents (which includes and / or may include a technical project, a work project and

/ or other documents mandatory in accordance with the applicable legal requirements), establishing the essential, functional (purpose), architectural (aesthetical), technological, technical, economic, quality requirements, and other indicators and characteristics of the designed construction and construction and (or) reconstruction of the equipment,

- 1.14. **“Contractor”** – an economic entity, whose details are specified in the Special Terms and Conditions.
- 1.15. **“Estimate”** – an estimate, calculated on the basis of the submitted Project containing the following information: (i) Work costs for each rate and / or Work (rate per unit of measure, quantity, unit price, total price in the currency agreed upon in the Special Terms and Conditions); the cost of all resources intended to use for each Work (name of the material, product, etc. – rate per unit of measure, quantity, unit price, total price in the currency agreed upon in the Special Terms and Conditions).
- 1.16. **“Invoice”** – VAT invoice or other type of invoice (if the Subcontractor is not a VAT payer), issued by the Subcontractor and submitted to the Contractor for properly, qualitatively, timely completed and delivered Works or their parts, if these are provided for in the Agreement, which are accepted by the Contractor.
- 1.17. **“Special Terms and Conditions”** – an integral part hereof, specifying the special provisions of the Agreement, including but not limited to the price, terms for completing the Works and other conditions for implementation of the Agreement.
- 1.18. **“Subcontractor”** – an economic entity, whose data is specified in the Special Terms and Conditions and which is contracted by the Contractor to perform the works, specified in the Agreement.
- 1.19. **“Agreement”** – a written bilateral transaction document consisting of the Special Terms and Conditions and the General Terms and Conditions, as well as any annexes specified in the Special Terms and Conditions, concluded between the Contractor and the Subcontractor for the execution of the Works.
- 1.20. **“Party”** – the Subcontractor and the Contractor individually, and **“Parties”** – both the Contractor and the Subcontractor.
- 1.21. **“Task”** – all related documentation, including but not limited to the Project, Estimation, inquiry or other documentation, or the Contractor's instruction specifying the works and / or the scope of the works, according to which the Subcontractor performs the Works.
- 1.22. **“Customer”** – an economic entity (natural person, private legal person, public legal entity, other organization and their subdivisions or group of such persons operating under a joint venture agreement), whose details are specified in the Special Terms and Conditions and for which the Works are performed.

2. GENERAL PROVISIONS

- 2.1. These General Terms and Conditions shall be an integral part of the Special Terms and Conditions and shall be interpreted and applied together with the Special Terms and Conditions. If these General Terms and Conditions provide for alternative application of the relevant provisions of the Agreement, the provisions of the Special Terms and Conditions shall be applicable. If certain clauses of the General Terms and Conditions, specified in the Special Terms and Conditions, are not applicable – the provisions of the Special Terms and Conditions shall be followed.
- 2.2. Unless these General Terms and Conditions provide otherwise, singular form means plural form too, the words of one gender include the words of another gender too, the words, referring to a person, mean both legal and non-legal entities, while the reference to the entity shall mean the reference to its parts and (in specific case) vice versa.

3. SUBJECT OF THE AGREEMENT

- 3.1. Following the terms and conditions, provided for in the Agreement, at its own risk, forces, means and materials (except for the Materials, specified in clause 1.11), the Subcontractor hereby undertakes to perform the Works, detailed in the Agreement, according to the given Task, and the Contractor undertakes to accept the properly and quality performed Works, to pay for them to the Subcontractor under the terms and conditions hereof.

4. SCOPES OF THE WORKS

- 4.1. The scopes of the Works, performed under the Agreement, are specified in the Special Terms and Conditions.
- 4.2. If the Special Terms and Conditions specifies that the Contractor supplies Materials for the Works, the Parties shall follow Section 6 of the General Terms and Conditions for procedure and delivery of the Materials.

5. ADDITIONAL WORKS

- 5.1. During the validity period of the Agreement, the Contractor has the right to change the scope of the Works. The Contractor shall not pay for the Works, performed by the Subcontractor by deviating from the Task without a written consent of the Contractor.
- 5.2. In the event that due to the circumstances, which could have not been foreseen before conclusion of the Agreement, it becomes evident and it is determined that Additional Works are required, the Contractor may, during the validity period of the Agreement, purchase these Additional Works under the terms and conditions of this section.
- 5.3. If the Contractor determines that Additional Works are required, it shall submit a request to the Subcontractor for the scope of the Additional Works. With the agreement of the Subcontractor, a separate agreement shall be concluded for price rates, terms and other conditions of such Additional Works. In order to avoid any doubt, it is noted that, despite the exercise of the right of initiative, the Additional Works are performed and paid for if a separate written additional agreement to the Agreement for such works is concluded.
- 5.4. The need for Additional Works, expressed by the Subcontractor, must be motivated, documented and agreed on with the Contractor in writing. The Subcontractor shall submit a motivated proposal to the Contractor for the need for Additional Works and supporting documents. A proposal for Additional Works must include the names, units, quantities of Additional Works, the arguments, supporting the need for Additional Works, technical solutions, and justification and calculation of price rates for the Additional Works in accordance with this section.
- 5.5. Price rates for the Additional Works shall be determined and calculated by one of the following methods (by priority):
 - 5.5.1. when the Additional Works, whose price rates are specified in the Agreement and/or its annexes, are purchased, these Additional Works shall be purchased at the rate that is not higher than the one, specified in the relevant annexes hereto;
 - 5.5.2. when the Additional Works, whose price rates are not specified in the Agreement and/or its annexes, are purchased, their price rate shall be determined upon mutual agreement between the Contractor and the Subcontractor.
- 5.6. The Parties hereby agree that in any case the Contractor shall not be obliged to purchase Additional Works from the Subcontractor and shall be entitled to use third persons for Additional Works.
- 5.7. If the Parties agree on the performance of Additional Works, the relevant agreement for the Additional Works shall be considered as an integral part hereof and must be approved and signed by the authorized representatives of the Contractor and the Subcontractor. The Subcontractor may start the Additional Works, specified in the agreement, only after the Contractor and the Subcontractor sign that agreement.

6. PROCEDURE FOR DELIVERY OF THE MATERIALS

- 6.1. The Materials (if any), supplied to the Subcontractor, and the method of their delivery (delivered by the Contractor / picked up by the Subcontractor), and other relevant information shall be specified in the Special Terms and Conditions.
- 6.2. Delivery and acceptance of the Materials shall be formalized by the means of a bill of lading or a Delivery and Acceptance Certificate, which, drawn up in two copies with equal legal force, shall be signed by the duly authorized representatives of the Parties.
- 6.3. The risk of accidental loss or damage of the Materials shall go to the Subcontractor from the moment of their delivery and acceptance.

7. PERFORMANCE OF THE WORKS, TIME LIMITS

- 7.1. The main time limits, related with performance of the Works, are specified in the Special Terms and Conditions.
- 7.2. Unless the Special Terms and Conditions provide otherwise, the Subcontractor must prepare and present the Schedule to the Contractor within 7 (seven) days from signing this Agreement. Only the Schedule, agreed on with and signed by the Contractor, shall be considered as an integral part hereof.
- 7.3. The time of starting or ending the Works may be extended only upon written agreement of the Parties by signing an additional agreement hereto.
- 7.4. The Contractor's representatives (occupational safety, environmental protection, etc.) and the employees, implementing technical supervision and control, have the right to suspend the Works in case of gross violations of safety and fire safety requirements (e.g.: including but not limited to the fact that the Subcontractor's employees do not have the qualification, required for performance of the Works, specified in the Agreement, there are no persons, assigned by the Subcontractor as responsible for occupational safety, the Subcontractor's employees have no personal safety equipment, there are other circumstances than endanger health and life, etc.) until their elimination.
- 7.5. In case of suspending the Works for gross violations of occupational health and safety and fire safety, the time limits of the Works, specified and detailed in the Special Terms and Conditions, shall not be extended.

8. GUARANTEES

- 8.1. If the Special Terms and Conditions provides for the need to present the Guarantee for the performance of the Agreement, the Subcontractor shall, not later than within 7 days, unless the Special Terms and Conditions specify other period, from signing the Agreement, shall present first demand, irrevocable and unconditional Performance Guarantee for the amount, specified in the Special Terms and Conditions, and the accompanying documents (originals), which shall be valid 30 days longer than the deadline for completion of the Works, specified in the Agreement. In case the deadline for completion of the Works is extended, the validity period of the Guarantee shall also be extended.
- 8.2. If the Special Terms and Conditions provides for the need to present the Guarantee for the fulfilment of the warranty obligations, the Subcontractor shall, not later than within 7 days, unless the Special Terms and Conditions specify other period, from signing the final Taking-Over Certificate, shall present first demand, irrevocable and unconditional Guarantee for the Warranty Obligations for the amount, specified in the Special Terms and Conditions, and the accompanying documents (originals), which shall be valid not less than the warranty period, specified in the Special Terms and Conditions.
- 8.3. According to the Guarantee, the Contractor must have the possibility to get compensation for losses, incurred for failure to fulfil the contractual obligations of the Subcontractor.
- 8.4. The main conditions of the Guarantee (before issuing any Guarantee, its final form and content) shall be agreed on with the Contractor.
- 8.5. Upon request of the Contractor:
- 8.6. the Subcontractor hereby undertakes to submit the documents, evidencing payment of the Guarantee.
- 8.7. If the Contractor uses the Guarantee, the Subcontractor hereby undertakes to present a new Guarantee, in compliance with the requirements hereof, within 7 days.
- 8.8. If the Subcontractor fails to present the Guarantee for the amount, specified in this Agreement, the Contractor has the right to withhold the amount of the Guarantee from the amounts to be paid to the Subcontractor until the Subcontractor presents the relevant Guarantee. The withheld amount ensures compliance with the terms and conditions hereof by the Subcontractor. In this case, if the Subcontractor fails to fulfil or fulfils its contractual obligations improperly, the Contractor has the right to use the withheld amount without any additional notice for fulfilment of the contractual

obligations of the Subcontractor (including elimination of the defects).

9. DELIVERY AND ACCEPTANCE OF THE WORKS

- 9.1. The Works shall be accepted upon completing the Works, provided for in the Agreement (if the Works last longer than one calendar month – upon signing the Certificate for all the Works or their parts, completed within each calendar month), preparing all the required documents and submitting them to the Contractor, and signing the Certificate, which shall be concluded in at least two copies – one to each Party. An interim Transfer and Acceptance Certificate for the Works, performed during the current month, shall be submitted by the Subcontractor not later than until 27th (twenty seventh) day of the current month.
- 9.2. In case of failure to submit the Transfer and Acceptance Certificate until the deadline, specified in clause 9.1, the Contractor has the right to refuse to accept the Certificate. In this case, the Certificate may be submitted next month.
- 9.3. Form F-3, which is a mandatory part of the Transfer and Acceptance Certificate, shall be submitted together with the Certificate.
- 9.4. All Works, specified in the Agreement, shall be accepted by the Contractor's authorized representative in the presence of the Subcontractor's representative.
- 9.5. Within 14 (fourteen) days after submitting the Certificate to the Contractor, the Contractor shall inspect and:
- 9.5.1. accept the Works, specified in the Certificate, by signing it; or
- 9.5.2. refuse to sign the Certificate by making a list (certificate) of the defects; or
- 9.5.3. sign the Certificate with reservations indicating the defects and drawbacks that lead to the refusal to accept the improperly completed part of the Works.
- 9.6. While delivering the Works for acceptance of the Contractor, the Subcontractor shall also submit the certificates of the used materials, equipment and machinery, and certificates of conformity or quality certificates of the imported materials, equipment and machinery, the completed construction logs, instructions for the use and operation of the equipment, devices, and execution documentation, as well as all mandatory documents, related with tests, measurements, indicating compliance with the technical specifications and drawings, and other mandatory documents.
- 9.7. The Works shall be considered as finally completed upon the Customer accepts the completed Works, and the Contractor and the Subcontractor sign the **Taking-Over Certificate**.
- 9.8. The Subcontractor shall notify the Contractor in writing of the final completion of the Works not later than 7 (seven) days prior to the expected delivery of the result of the Works to the Contractor.
- 9.9. Upon identifying the defects of the Works or other deviations from the terms and conditions of this Agreement after acceptance of the Works, if these defects or deviations could not have been normally identified during acceptance procedure, as well as if they were deliberately hidden by the Subcontractor, the Contractor shall notify the Subcontractor within 14 (fourteen) days from their identification. In this case, the Contractor has the right to make a claim over the defects of the Works (result of the Works).

10. PRICE AND PAYMENT PROCEDURE

- 10.1. The Price of the Works, indicated in the Special Terms and Conditions, includes all costs, fees and charges to be paid by the Subcontractor, according to the valid laws.
- 10.2. If the rate, calculation or payment procedure of the value added tax (VAT), provided for in the valid legal acts, changes, it shall be calculated and paid in accordance with the procedure established by the valid legal acts, applying the rate and payment method of VAT, valid at the moment of obligation to calculate and pay VAT.
- 10.3. The Subcontractor assumes the risk that the costs, related with performance of the Agreement, will increase and the performance of the Agreement will become more difficult due to the circumstances beyond the Contractor's control (e.g., due to increase in price of fulfilment of the Subcontractor's obligations). The Price of the Works shall not be increased in any cases, unless the Parties agree

otherwise in writing. The increase in the price of performance of the Works shall not entitle the Subcontractor to suspend or withdraw from the Agreement for this reason.

- 10.4. The Price of the Works also includes the price of all the works, required to ensure the organization of fire safety, hygiene, occupational safety and health, as well as other contractual works, uninterrupted performance of the contractual works, operation of the safety equipment, as well as the price of other works, aimed to protect the property of the Customer and / or the Contractor in the Site.
- 10.5. The Contractor shall pay the Subcontractor for the actually completed and accepted Works, according to the signed Certificates, within the payment period, specified in the Special Terms and Conditions.
- 10.6. The Parties hereby agree that the total price of the Works may be changed if the Contractor changes the Task documentation and / or unexpected works occur, and if these changes change the scope of the Works to the extent that the price of the Additional Works exceed the Price as it is specified in clause 1.13.
- 10.7. While issuing the Invoice and Certificates, the Subcontractor shall indicate the date and number of the Agreement.
- 10.8. The Subcontractor shall issue and submit the original Invoice to the Contractor not later than within 7 (seven) days from signing the Certificate.
- 10.9. If the Contractor has not confirmed the Certificate, the Subcontractor has no right to submit Invoices for these Works or their parts, and the Contractor has no duty to pay for them.
- 10.10. If the actual costs of the Works, performed by the Subcontractor, are lower than the Price, specified in the Special Terms and Conditions, the Contractor shall not be obliged to pay the Price, specified in the Special Terms and Conditions, i.e., the final price to be paid to the Subcontractor for the actually completed Works may be lower than the Price, indicated in the Special Terms and Conditions, unless the Special Terms and Conditions clearly state that the Price is fixed and cannot be changed. In this case, the Subcontractor shall acquire the Subcontractor's economy and at the same time assumes full and complete responsibility for non-occurrence of the Additional Works, and if the Additional Works occur, the Subcontractor undertakes to perform them by its own means and at its own expense.
- 10.11. The Contractor shall pay the amounts of money to be paid to the Subcontractor under this Agreement by money transfer. The money is considered to be paid on the day it was charged from the Contractor's bank account.
- 10.12. If the Special Terms and Conditions state that the General Contractor Fee is applicable, the Contractor shall, at its own expense, following the list, agreed on by the Parties, ensure the supply of electricity and/or water (for construction needs) on the site, and/or waste disposal and/or fencing and lighting of the construction site, however, the Subcontractor shall pay the fixed rate General Contractor Fee, specified in the Special Terms and Conditions, for these services. Upon providing the aforementioned services, the Contractor shall issue the invoice for the General Contractor Fee. The latter is calculating by multiplying the value of the Works, performed during the reporting month (excl. VAT), from the rate of the General Contractor Fee, specified in the Special Terms and Conditions. If the invoice does not specify for the payment deadline, the Subcontractor must pay it not later than within the period, specified in the Special Terms and Conditions. As the Contractor ensures the supply of electricity, water (for construction needs) on the site, waste disposal, fencing and lighting of the construction site, if this fee is applicable, the clauses 12.18., 12.22., 13.6 of the General Terms and Conditions shall not be applied to the Subcontractor.
- 10.13. The Contractor has the right to unilaterally set off counterparty claims.

11. QUALITY OF THE WORKS, WARRANTY

- 11.1. The Subcontractor shall use only those products and construction materials that meet the requirements of the applicable legislation and the standards, as well as the technical specifications approved by the Contractor. The quality of the Works and Materials must meet the requirements of the applicable legislation and standards: all

- materials and products, which certification is mandatory, must have valid certificates established by the legislation. Other requirements to be met by the Subcontractor may be provided in the Special Terms and Conditions or in separate annexes hereto.
- 11.2. The Subcontractor hereby guarantees that during acceptance of the Works the result of the Works will meet the requirements, specified in this Agreement, will be free of defects, eliminating or reducing the value or suitability of the result of the Works for normal use.
- 11.3. If the result of the Works, performed by the Subcontractor, during acceptance fails to comply with the requirements, stipulated in this Agreement or legal acts, the Subcontractor hereby undertakes to eliminate the identified defects not later than within 7 (seven) calendar days from receiving a notice, regarding the defects, unless the Contractor sets longer period.
- 11.4. Under this Agreement, the following warranty periods shall be applicable for the completed Works:
- 11.4.1. 5 (five) years - open constructions of the structure and other works not mentioned in the clauses below;
- 11.4.2. 10 (ten) years - hidden elements of the structure (constructions, pipelines, cables, etc.);
- 11.4.3. 20 (twenty) years – elements of the structure with deliberately hidden defects.
- 11.5. The warranty period for the Works shall be started to be calculated from the day of signing the final Taking-Over Certificate.
- 11.6. The warranty period shall be suspended for the time, during which the result of the Works could not be used because of the defects, which the Subcontractor is responsible for.
- 11.7. The Subcontractor shall be responsible for elimination of all drawbacks and defects of the Works that might emerge during the warranty period, specified in this Agreement.
- 11.8. Upon receiving a notice, regarding the defects of the Works, during the warranty period, the Subcontractor shall come to the Site, assess the defects and set the time period for their elimination not later than within 24 hours from the moment of receiving the aforementioned notice. In this case, the Subcontractor undertakes to eliminate the defects not later than within 7 calendar days from the moment of a notice, regarding the defects, if the circumstances do not require elimination of the defect within a shorter period. If, upon assessing the defect, the Subcontractor finds out that it will not be able to eliminate the defect within 7 calendar days from the date of a notice, regarding the defects, it may, at the reasonable request, request to agree on the other deadline for elimination of the defect.
- 11.9. If the Subcontractor fails to eliminate the defects of the Works, falling into the warranty period for the Works, within the time period, specified in the Agreement, upon request of the Contractor, it shall pay the penalty of 0,05 % of the Price of the Works for each delayed day. At the same time, the Contractor acquires the right to eliminate the defects on its own or through the third party at the expense of the Subcontractor. The Subcontractor also undertakes to cover the resulting direct losses, incurred by the Contractor.
- 11.10. If the Subcontractor has submitted the Guarantee for warranty period, the Contractor shall have the right to apply to the institution that issued the Guarantee for compensation for the incurred losses in case the Subcontractor fails to fulfil or fulfils the warranty obligations improperly.
- 11.11. If the Works were executed by deviating from the terms and conditions of the Agreement, and the result of the Works may not be used for the direct purpose of the result of these Works or the possibilities (conditions) to use of the result under the direct purpose of use of the result of the Works become worse, the Contractor, at its own choice, can claim the Subcontractor:
- 11.11.1. to eliminate the defects within a reasonable time period free of charge;
- 11.11.2. to cover the costs of elimination of defects and the related expenses, incurred by the Contractor, if the Subcontractor failed to eliminate these defects within the reasonable time period, established in the Agreement.
- 11.12. If the Subcontractor fails to eliminate any breach or other defects within a reasonable time period or if the defects are material and cannot be eliminated, the Contractor shall have the right to terminate the Agreement and claim for compensation for any resulting losses.
- 11.13. Upon termination of the Agreement before term, the warranty period for the Works, established in this Agreement shall apply to the Works, performed before the date of termination of the Agreement, and the Warranty Period shall be calculated from the date of termination of the Agreement.

12. RIGHTS AND OBLIGATIONS OF THE SUBCONTRACTOR

- 12.1. The Subcontractor hereby undertakes to commence and finish the Works in time, specified in the Special Terms and Conditions.
- 12.2. The Subcontractor must be insured for all risks of civil liability if this insurance is provided in the Special Terms and Conditions.
- 12.3. The Subcontractor hereby undertakes to promptly notify the Contractor in writing of any circumstances that prevent from proper performance of the Agreement, or threaten the quality, safety of the Works performed, or deadlines or stages the Works. To timely and properly inform the Contractor about the stages of the Works performed and the date of delivery and acceptance of the Works, and to submit the Delivery and Acceptance Certificates for the completed construction Works to the Contractor, to issue and submit the Invoices, other documentation of the construction Works specified in the normative building documents, to perform the necessary tests, and to inform the Contractor of their results in writing.
- 12.4. Upon receiving the Task from the Contractor, the Subcontractor shall, within 7 (seven) days, present comments for the drawbacks therein. The Subcontractor shall not be responsible for the technical solutions, selected by the Contractor.
- 12.5. The Subcontractor must follow the instructions of the Contractor and the Technical Supervisor of the Construction, as well as the Health Coordinator, provided that these instructions do not contradict with the terms of the Agreement and the normative building documents and do not interfere with the Subcontractor's commercial activities.
- 12.6. While performing the Works, the Subcontractor must comply with the environmental and occupational safety requirements, stipulated by the laws and the normative building documents, as well as with the Rules for Subcontractors (Annex 2). The Subcontractor shall be responsible for violating these requirements.
- 12.7. During the work, the Subcontractor's responsible person (Works Manager) must be present in the Site each day, organize the Works, record the completed Works in the Site Construction Logbook, and complete other required documentation. Upon receipt of the Contractor's request, the Subcontractor must submit the documentation required not later than within 7 (seven) calendar days. The Subcontractor shall properly formalize and timely deliver other documents, required for the proper formalization of the results of the Works or the completion of the Site construction. In case of loss of any of the documents, provided for in this Article, the Subcontractor shall recover the lost documentation as soon as possible at its own expense. The Subcontractor's Works Manager must have an appropriate certificate of qualification for the Site and must be trained and certified on occupational safety and health matters (must have a valid occupational safety certificate of the person, authorized by the employer).
- 12.8. Upon request of the Contractor, the Subcontractor shall attend the procedure of recognizing the Site as suitable for use.
- 12.9. All materials, equipment, used by the Subcontractor, must be of the appropriate type and quality as described in the Design Documentation. The use of materials and equipment other than those specified in the Design Documentation must be confirmed in writing by the Contractor.
- 12.10. The Subcontractor hereby undertakes to submit to the Contractor the report on consumption of the materials and equipment, and to deliver back the remaining materials and equipment, when working with the materials, equipment, supplied by the Contractor.
- 12.11. The Subcontractor must use only new, appropriate, quality, not less than average quality certified materials, equipment, and mechanisms, except for machinery or tools that do not become a part of the Works. The Subcontractor is responsible for the poor quality of the materials, equipment and mechanisms supplied and used for the performance of the Works and must eliminate the defects or the drawbacks within the shortest technologically possible time at its own expense.

- 12.12. To train the service staff of the Contractor and/or the Customer for proper and safe operation and maintenance of the installed equipment and products, and, after delivery of the Works, to consult on all issues, related to operation of the result of the Works.
- 12.13. The Subcontractor hereby undertakes to compensate the Contractor for losses, incurred for the fault of the Subcontractor or its third parties due to failure to perform or improper performance of this Agreement.
- 12.14. The Subcontractor must, within the reasonable time frames, specified by the Contractor, execute all reasonable, legal written instructions of the Contractor, Technical Supervisor or other authorized persons of the Customer that do not contradict to the provisions of this Agreement, regarding the defects or deviations of the performed/completed Works. In case the Subcontractor does not accept the specified defects or deviations from the Task or the other documentation of the Site, or the Contractor suspects that there are hidden defects of the Works, the Contractor and / or the Customer shall be entitled to invite the expert to identify these defects or deviations. Unless the Special Terms and Conditions provide otherwise, the costs of the expert services shall be borne by the Party which hires them.
- 12.15. Prior to hiding or covering any structures or construction works, the Subcontractor shall inform the Contractor in advance, who will check, inspect and, if necessary, accept the hidden works. If the Subcontractor hides structures or construction works without notifying the Contractor in writing, the Subcontractor, upon request of the Contractor, shall uncover that work for inspection at its own expense. The Subcontractor must notify the Contractor of any intended tests not later than before 7 (seven) days. Tests shall be considered as completed, when their results are confirmed by the Contractor.
- 12.16. Upon request of the Customer and/or the Contractor, the Subcontractor shall immediately provide all information and documents about the suppliers of materials and equipment.
- 12.17. The Subcontractor hereby ensures that the representatives of the Contractor and/or the Customer will have the right and possibility to inspect the Works or a part of the Works, performed by the Subcontractor. If the Contractor notes that any part of the Works, materials or equipment, used to perform the Works, is of inferior quality or does not meet the requirements of the Design Documentation, the Subcontractor's proposal or the requirements, it may, by submitting a written notification to the Subcontractor, require the Subcontractor to remove inappropriate materials or equipment, or to correct defects in the Works at its own expense within a reasonable time limit, specified by the Contractor. The Subcontractor shall cover all costs, losses and damages, associated with it.
- 12.18. The Subcontractor shall account for all waste generated in its Workplace in the Waste Accounting Logbook, in accordance with the "Rules for Accounting and Reporting of Waste Generation and Management", and all other EU legislation. Upon request of the Contractor, the Subcontractor, not later than within 1 business day, shall provide the documents, evidencing waste delivery, and, not later than within 5 business days, a copy of the Waste Accounting Logbook.
- 12.19. In case the damage to the completed Works, materials, equipment or mechanisms is made due to the Subcontractor's fault, the relevant Works shall be re-performed, and the materials, equipment and mechanisms shall be replaced with the new ones at the expense of the Subcontractor. Repairs may only be made if the quality of the equipment or the Works performed is not compromised and the initial level of quality of the damaged materials, equipment and / or mechanisms is achieved, and the Customer does not object to it.
- 12.20. In the course of the Work, the Subcontractor shall tidy the workplace at the end of each working day and shall leave it neat and clean. The Subcontractor shall leave the workplace neat and clean, suitable for further works, using the workplace according to its intended purpose. If the Subcontractor fails to properly fulfil the obligations under this clause and fails to eliminate the defects, the Contractor shall have the right to tidy the site / workplace, to dispose of the debris and to carry out other works on its own or through the third persons at the Contractor's expense, and the Subcontractor must reimburse the Contractor for the resulting costs.
- 12.21. The Subcontractor hereby undertakes to attend the meetings, organized by the Contractor or the Customer, and to sign in the minutes in case of failure to attend.
- 12.22. The Subcontractor undertakes to purchase and to pay at its own expense for all permits, related to the temporary supply of electricity needed for construction; to install connections to electricity, water and other resources and to pay for the consumed resources and other services provided at the rates in force not later than within 10 days after the date of receipt of the Contractor/ Customer's invoice. The materials, devices and installation of temporary electrical equipment must comply with the technical conditions issued by the electricity supply company.
- 12.23. The Subcontractor must obtain all the permits, required for the Works, from the local authorities at its own expense. These permits include permits for traffic change, permits for road closure, residence and work permits, radio communication permits, permits for land works or for transfer of engineering networks, environmental permits, etc.
- 12.24. No significant operations, in particular, cutting or closing the existing roads or engineering networks, shall be executed without the written consent of the relevant services and notification to the Contractor. The Subcontractor must contact the Contractor in writing at least 10 days before this operation. The statement must include all details of the operation, the program, the main hired companies and copies of all necessary permits. The Subcontractor shall cover all the costs, related to temporary road installations, closure of roads and public transportation.
- 12.25. The Subcontractor must familiarize itself with layout of all existing networks (as electricity, telephone, heat, water supply, sewage, gas pipeline, etc.) before carrying out excavation or any other works that may damage the existing engineering networks. The Subcontractor shall be responsible for damage, made to existing roads, road surfaces, other coatings, trenches, pipes, cables, etc. , while performing the Works, including the Works, performed by other subcontractors, and must repair this damage at its own expense before the deadline for completion of the Works.
- 12.26. The Subcontractor must take all steps to ensure the safety of the Contractor's construction site, materials, raw materials and other items, owned by the Contractor, the Subcontractor and / or third parties. The Subcontractor shall bear the risk of damage, loss, destruction of all these materials, raw materials, and items until the Contractor accepts the Works for which the materials, raw materials or items were used or accepts the remains of this property. If other subcontractors directly selected by the Contractor carry out the work on the site, the Subcontractor shall not be liable for the materials and raw materials of these persons, unless it has been formalized by the Delivery and Acceptance Certificates, signed by both parties.
- 12.27. Without a written consent of the Contractor, the Subcontractor has no right to transfer any claim, debt, contractual obligation or other interest, arising from this Agreement.
- 12.28. The Subcontractor hereby undertakes to present geodetic execution schemes, checked and signed by the Technical Maintenance Service of the Contractor or the Customer, together with the testing certificates for all internal and field engineering communications.

13. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

- 13.1. The Contractor hereby undertakes to accept the Works, performed by the Subcontractor in a proper and quality manner, and to pay for them, following the procedure and terms, specified in the Agreement.
- 13.2. The Contractor hereby undertakes to eliminate the reasonable circumstances, specified by the Subcontractor in writing, which prevent from proper execution of this Agreement, within a reasonable time period.
- 13.3. The Contractor and/or the Customer hereby undertakes, not later than till commencement of the Works, to familiarize and inform the Subcontractor's responsible employee about the professional risks, existing and potential hazards and risk factors at the Workplace, to familiarize with the Customer's Internal Rules of Procedure.

- 13.4. The Contractor, upon request of the Subcontractor, shall deliver the site for performance of the Works within 7 (seven) days by signing the certificate – permission. The signed certificate – permission shall be enclosed to this Agreement and shall become an integral part hereof.
- 13.5. The Contractor, upon request of the Subcontractor, shall grant all the required permissions for the Subcontractor's representatives and employees to perform the Works in the protected territory of the Customer or other territory, where the Works should be performed, within 7 (seven) days.
- 13.6. To provide the Subcontractor with the possibility to connect to power sources, water supply and sewerage, if this is required for Works. The costs of supplying these resources to the Site shall be borne by the Subcontractor, according to the accounting devices, installed by the Contractor or by the Subcontractor, or in case of absence of the latter, in proportion to the resources received, in accordance with the submitted invoices.
- 13.7. The Contractor undertakes to properly fulfil all its obligations under this Agreement and under the legal acts of the Republic of Lithuania, and to properly exercise the rights.

14. LIABILITIES

- 14.1. The Parties shall be liable for failure to fulfil or improper fulfilment of their contractual obligations in accordance with the Agreement and the laws.
- 14.2. The Parties hereby declare that the penalties provided for in this Agreement shall be considered to be fair and reasonable and agree not to reduce them, regardless of whether a part of the obligation has been fulfilled. The Parties also recognize that the amount of these penalties is considered to be the minimum indisputable amount of loss sustained by the affected Party that the other Party is required to compensate for the breach of (non-compliance with) the Agreement without requiring any evidence of loss.
- 14.3. The Subcontractor, failing to perform the Works or a stage of the Works within the time limits, specified in the Agreement, upon request of the Contractor, shall pay the penalty, provided for in the Special Terms and Conditions, for each delayed day. The Subcontractor also undertakes to compensate the Contractor for the direct losses, incurred by the Contractor for failure to execute the Agreement at the agreed time. If the Contractor claims compensation for the losses incurred, the penalties paid shall be included in compensation for the losses.
- 14.4. In case of delay to pay to the Subcontractor the amounts of money, provided for in this Agreement, upon written request, the Contractor shall pay 0,02% of the outstanding amount for each delayed day, but not more than 10 (ten) % of the Price of the Agreement.
- 14.5. Upon termination of the Agreement for the Contractor's fault, it shall compensate the reasonable losses of the Subcontractor, but not more than 20 (twenty) % of the Price of the Agreement.
- 14.6. Upon termination of the Agreement for the Subcontractor's fault, it shall pay the fine of 20 (twenty) % of the Price and compensate for all reasonable direct losses to the extent they are not covered by the fine.
- 14.7. If the Subcontractor is unreasonably delayed in completing the Works or a stage of the Works for more than a week, upon notifying the Subcontractor in advance, the Contractor has the right to hire a third party to perform the delayed work at the expense of the Subcontractor.
- 14.8. In case the Contractor delays to pay to the Subcontractor under the conditions hereof, the Subcontractor, the Subcontractor has no right to suspend the performance of the Works.
- 14.9. If the Subcontractor's responsible employee misses the contractual deadline for submitting the documentation requested by the Contractor and / or the Customer, the Subcontractor shall pay the Contractor the fine of EUR 100 (one hundred) for each delayed day.
- 14.10. If the Subcontractor's employee fails to attend the Contractor's meeting without any good reason, the Subcontractor shall pay the Contractor the fine of EUR 200 (two hundred) for each missed meeting.
- 14.11. The Subcontractor hereby ensures that it is responsible for all accidents, injuries, emergencies or malfunctions that take place at

- the Workplace due to its fault. The Subcontractor must indemnify the Contractor and the third parties from all civil claims, civil actions or administrative proceedings, pretensions, claims, losses, damages, costs and expenses of any nature, including attorneys' fees and expenses, related with death or injury of any person, or losses or damage to the property, arising from the Works performed, and the negligence and fault of the Subcontractor or its subcontractors or their employees, officers or agents.
- 14.12. The Subcontractor shall ensure that its employees and the persons, hired for performance of the Works, in the Area of Works would comply with the occupational safety requirements and other statutory occupational safety and health requirements. The Subcontractor's liability for failure to comply with this procedure is stipulated in the Rules for Subcontractors.
- 14.13. The Contractor shall be entitled to deduct from the payments to be made to the Subcontractor all delay penalties, fines and losses that are due to the Subcontractor's contractual default and have been calculated in accordance with the Agreement, without any notice/
- 14.14. Compensation for losses and payment of penalties shall not release the Party from proper implementation of the provisions hereof.

15. DECLARATIONS AND GUARANTEES

- 15.1. Each Party declares and guarantees that:
 - 15.1.1. it is legally operating and has all the necessary powers and rights to conclude and execute this Agreement, to fulfil the obligations under it, and to comply with the terms and conditions therein;
 - 15.1.2. all necessary steps have been taken to properly and legally sign this Agreement and fulfil its obligations under it, and this Agreement is a valid agreement, legally binding the Parties and enforceable under its terms;
 - 15.1.3. has all the necessary rights, authorizations, permissions (licenses), sufficient organizational, financial, technical and other capabilities and means to fulfil all of its obligations under this Agreement and under the laws in force in Lithuania in a competent, full and appropriate manner;
 - 15.1.4. this Agreement does not violate the interests of creditors of the Party; it is solvent and has not been the subject to the winding-up proceedings or bankruptcy proceedings;
 - 15.1.5. there are no unresolved or imminent claims to it, there are no actions, proceedings, arbitration proceedings, investigations or proceedings before courts, public or administrative bodies, institutions or arbitral tribunals that could have a significant adverse effect on the ability of the Party to comply with its obligations under this Agreement and to properly fulfil them;
 - 15.1.6. it has not violated, does not violate, and will endeavour not to violate in the future any legislation or agreements (contracts) the implementation of which would significantly affect the fulfilment of the Party's obligations under the Agreement;
 - 15.1.7. each of the statements contained in the Agreement at the date of concluding the Agreement is true and correct in all material respects, and neither of these statements contain any concealed or omitted circumstance which causes the Party's statement to be misleading or having other meaning. The Parties undertake to inform each other immediately of any circumstances that may lead to a change in the information contained in the statements of the Parties;
 - 15.1.8. it has familiarized with all information, relevant to the implementation of the Agreement, and this information is sufficient for the proper and complete fulfilment of its obligations under the Agreement.
- 15.2. By concluding this Agreement, the Subcontractor declares and guarantees that:
 - 15.2.1. it is familiarized with the construction Site, the circumstances and conditions under which the Works will be performed, the design documentation, and has no claims and / or comments, regarding the possibility of

performing the Works under the terms and conditions set forth in the Agreement and its documents.

- 15.2.2. as the Parties agree on and specify the final price in this Agreement, the Subcontractor has consistently and thoroughly assessed the necessary works, financing conditions, the values of construction materials, equipment and labour, as well as the market prices, their possible fluctuations not only at the time of concluding the Agreement, but also during performance of the Agreement;
- 15.2.3. has thoroughly analyzed and understood the nature of the Works and their scope according to the data provided to the Subcontractor, the physical dimensions and condition of the construction Site, and provided and assessed all complex works, materials, equipment, tools, services and other obligations, as well as all costs necessary to perform the Works. If, for the purpose of the Agreement, the works or materials, facilities, equipment, services, which have not been foreseen or have been improperly foreseen by the Subcontractor, while concluding this Agreement or preparing the Estimate, are necessary for the performance of this Agreement, they shall be performed by the Subcontractor at its own expense without claiming to increase the price of the Agreement;
- 15.2.4. before signing the Agreement, as a professional in its field, thoroughly analyzed, checked the materials and quantities of the Works, specified in the design documentation, assessed all the main, interim Works, required to perform the Works provided for in the Agreement, had the opportunity to submit all comments in writing to the Contractor;
- 15.2.5. upon completion of the Works, according to the Tasks, all the Works will be proper, their result will function in a continuous and quality manner, the Works can be used for their intended purpose.

16. FORCE MAJEURE

- 16.1. The Party shall be released from its liability for failure to execute or improper execution of the Agreement, if it proves that the Agreement has not been executed due to circumstances, which were beyond its control and could not have been reasonably foreseen at the time the Agreement was concluded, and that it could not prevent these circumstances or their consequences. Force majeure circumstances shall be determined in accordance with the Civil Code of the Republic of Lithuania. The situation, when there are no goods, required for fulfilment of the obligation, the Party to the Agreement does not have the necessary financial resources, or the counterparties of the debtor violate their obligations shall not be considered as force majeure.
- 16.2. If the circumstance that makes the execution of the Agreement impossible is temporary, the Party shall, upon written agreement, be released from liability only for such period of time that is reasonable in view of the effect of that circumstance on the performance of the Agreement.
- 16.3. The defaulting Party must notify the other Party of the occurrence of the specified circumstance and its effect on the performance of the Agreement. If this notice is not received by the other Party within a reasonable time after the Party, failing to execute the Agreement, has become aware of or should have become aware of the circumstance, the latter Party shall compensate for the direct losses, resulting from the failure to notify.

17. INFORMATION AND CORRESPONDENCE

- 17.1. The Parties shall appoint their representatives for execution of this Agreement, who shall be named in the Special Terms and Conditions. These persons have the right to apply to the other Party with requests or claims over performance or improper performance of this Agreement.
- 17.2. The Party may change its authorized representative without the consent of the other Party. The Party, intending to change its

authorized representative, must notify the other Party in writing as soon as possible, but no later than within 7 (seven) days, together with details of the newly appointed representative and authorization for this person. The other Party shall be deemed to have become aware (or should have known) of a change of the representative of the other Party from the moment of the receipt of the notification of the replacement given by the Party changing the representative.

- 17.3. The Parties may exchange information by e-mail, however, all important information, related to the Agreement, shall be provided in writing.
- 17.4. Upon receiving a letter, a request or other document, related to execution of this Agreement, the Party shall respond the other Party immediately, but not later than within 7 (seven) days from its receipt.
- 17.5. The Parties hereby undertake to notify each other in writing: (i) on any change of address, bank or other details specified in this Agreement not later than within 7 (seven) days from the date of their change; (ii) on the limitation, suspension or termination of the mandate of the persons, authorized to sign contracts and other documents, not later than 7 (seven) days after their limitation, suspension or termination; (iii) on the change in the status of the company (in the event of reorganization, restructuring, liquidation or bankruptcy) not later than within 7 (seven) days from the date of its change; (iv) in the event of other significant events having or likely to affect the fulfilment of the Parties' obligations in the future within 7 (seven) days from these events.
- 17.6. In case of failure to notify about the change if the above data or circumstances in accordance with the procedure established in this Agreement, the provision of information and fulfilment of obligations under the latest data and circumstances, reported to the other Party, shall be deemed appropriate.

18. CONFIDENTIAL INFORMATION

- 18.1. The Parties agree to keep this Agreement and any information that becomes known or is transmitted to it at the time of its execution, whether it is provided orally or in writing, confidential for an indefinite period,
- 18.2. The Parties agree not to disclose confidential information to any third party without the prior written consent of the Party submitting it, unless such information must be disclosed to a legal / financial or other specialist / adviser or lender. A person, whom the Party discloses confidential information to, shall assume confidentiality obligations under the provisions of this article, and use this information only for the purpose for which it was provided.
- 18.3. The provisions of this article shall not apply to information which is or becomes available to the public or which must be disclosed in accordance with legal requirements.
- 18.4. The Party, in breach of its obligations under this Agreement – to protect and not to disclose confidential information – shall compensate the other Party for any damage caused by violation of this Agreement and take all reasonable steps to remedy the consequences of this disclosure within the shortest possible time.
- 18.5. The Subcontractor, in breach of its obligations under this Agreement to keep confidential information in secret, hereby undertakes to pay the Contractor the fine of EUR 10,000 (ten thousand) for each case of violation. The fine set forth in this clause is considered to be the minimum and indisputable damages of the Contractor for breach of confidentiality.

19. VALIDITY AND TERMINATION

- 19.1. This Agreement shall enter into force on the date of its signing and shall remain in force until full performance of the Agreement.
- 19.2. The obligations under the warranties and the monetary obligations of the Parties shall remain in force until their fulfilment.
- 19.3. If, for any reason, certain provisions of this Agreement are declared null and void under the law, the remaining part of the Agreement shall remain in force and be executed by the Parties. In this case, the Parties shall, by good faith, negotiate over the replacement of the provisions of the Agreement, which have been declared void, with other provisions acceptable to the Parties.

SUBCONTRACTING AGREEMENT
GENERAL TERMS AND CONDITIONS
EN-version: 2019.07.04

- 19.4. The Agreement may be supplemented or amended or terminated only by a written agreement between both Parties (including signing e-documents by secure electronic signatures).
- 19.5. The Agreement may be terminated upon the initiative of the Contractor in case of the following material breach:
- 19.5.1. when the Subcontractor, despite of the Contractor's written request, fails to commence the Works on time without the Contractor's fault;
 - 19.5.2. when the Subcontractor delays to perform the Works or their stage in accordance with the terms agreed in the Agreement for more than 14 (fourteen) calendar days;
 - 19.5.3. when the Subcontractor performs the Works in non-quality manner, and if it can be reasonably stated that the Subcontractor will not be able to complete all Works properly and on time.
 - 19.5.4. if the Subcontractor, upon receiving a written request from the Contractor, fails to pay the Contractor for direct damage, fines and / or fails to eliminate the violations, specified in the request, within the time limit specified therein, and fails to provide a reasoned refusal.
 - 19.5.5. when the Subcontractor fails to comply with occupational safety, environmental protection, sanitation, fire safety, technical requirements, as well as the established practice and relevant occupational standards or other requirements, stipulated by the legal acts of the Republic of Lithuania.
- 19.6. The Agreement may be terminated upon the initiative of the Subcontractor in case of the following material breach:
- 19.6.1. when the Contractor delays to pay the Subcontractor according to the submitted Invoices and signed Certificates for more than 90 (ninety) days due to its own fault;
 - 19.6.2. when the Contractor fails to eliminate the circumstances, specified in the requirements of the Subcontractor that prevent the Works from being performed properly for more than 60 (sixty) days.
- 19.7. Before terminating the Agreement for the fault of the other Party, the Party hereby undertakes to make a written claim by specifying a period of at least 7 (seven) days within which the Party undertakes to take steps to eliminate the breach of the Agreement.
- 19.8. The Parties have the right to terminate the Agreement for the reasons specified in clauses 19.5 and 19.6. herein, notifying the other Party in writing at least 10 (ten) days in advance.
- 19.9. In case of unilateral termination of the Agreement, the Parties shall be subject to the fines, specified in clauses 14.5 or 14.6 herein.
- 19.10. Upon termination of the Agreement for any reason, the Subcontractor shall deliver to the Contractor the properly completed Works and the Contractor shall accept and pay for these Works. This delivery and acceptance must be made within 7 (seven) days from the moment the Agreement is terminated, otherwise the Party, for which the delivery and acceptance is delayed, shall cover the direct losses, incurred by the other Party.
- 20.5. The Parties hereby declare that they have read this Agreement, understood its content and the consequences of concluding, executing and failure to execute the Agreement or improper or untimely execution of the Agreement. The Parties shall sign this Agreement as a document meeting the will of each of them and the purposes of signing this Agreement.
- 20.6. The Parties shall endeavour to settle all disputes, disagreements and claims that may arise in connection with the implementation, application and interpretation of this Agreement by negotiation, mutual understanding and cooperation.
- 20.7. In case of failure to agree, the disputes arising between the Parties shall be settled in the Kaunas District Court or Kaunas Regional Court, depending on the amount of the claim, in accordance with the procedure established by the legal acts of the Republic of Lithuania.

21. ANNEXES

- 21.1. All annexes to the Agreement shall be considered as an integral part of the Agreement. Each Party shall receive one copy of each annex to the Agreement.
 - 21.2. Detailed list of the annexes hereto shall be given in the Special Terms and Conditions.
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20. OTHER TERMS AND CONDITIONS

- 20.1. The Parties are required to cooperate during implementation of the Agreement (obligation of cooperation). In the event of an obstacle to the proper execution of the Agreement, each Party to the Agreement shall take all reasonable measures within its power to remove these obstacles. The Party, who fails to fulfil this obligation, shall lose the right to compensation for the losses, caused by failure to remove the relevant obstacles.
- 20.2. While implementing this Agreement, the Parties shall follow the laws and regulations of the Republic of Lithuania and the provisions hereof.
- 20.3. The Contractor hereby informs the Subcontractor that the Contractor has installed Quality and Environmental Management Systems, in compliance with the requirements of LST EN ISO 9001:2008, LST EN ISO 14001:2005 and LST 1977:2008, which must be complied with by the Subcontractor.
- 20.4. The Parties hereby agree that the property right to the result of the Works shall be transferred to the Contractor from the moment of signing the relevant Certificate.