

BioProcess Solutions, UAB
GENERAL TERMS AND CONDITIONS OF SUPPLY

I. SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions of Supply of BioProcess Solutions, UAB (hereinafter referred to as the "**General Terms and Conditions**") define the general terms and conditions of supply for the produced and/or supplied goods (disposable kits, bags and/or other bioprocess systems and products) and the related works/services to be performed/supplied, if/as additionally agreed upon by BioProcess Solutions, UAB, a private limited liability company, registered in the Register of Legal Entities of the Republic of Lithuania, with the legal entity code 304830911, registered office address Vismaliukų str. 34, Vilnius, Republic of Lithuania (hereinafter referred to as the "**Supplier**"). The General Terms and Conditions shall apply to the Supplier and to any person (entrepreneur) who, for commercial purposes, receives offers, orders and purchases from the Supplier the Supplier's goods, works and/or services referred to in this clause of the General Terms and Conditions (hereinafter referred to as the "**Buyer**"), unless the Supplier and the Buyer have entered into a separate individual written agreement to that effect. In these General Terms and Conditions, the Goods and the related works/services are hereinafter collectively referred to as the "**Goods**", the Supplier and the Buyer are collectively referred to as the "**Parties**", and each of them individually is referred to as a "**Party**", unless the context of the General Terms and Conditions makes a different meaning of the terms used in them clear. In these General Terms and Conditions, the terms "**in writing**", "**written**" shall in all cases include written electronically (including by email).
- 1.2. The General Terms and Conditions shall form an integral and indispensable part of the supply contract (hereinafter referred to as the "**Contract**") between the Supplier and the Buyer in accordance with the General Terms and Conditions. For the manufacture and supply of goods and related works/services, the version of the General Terms and Conditions in force at the time of the conclusion of the Contract (Clause 2.3 of the General Terms and Conditions) shall apply. In the event of a conflict between the special conditions set out in the Contract between the Supplier and the Buyer and these General Terms and Conditions, the special conditions shall apply.
- 1.3. The Supplier shall have the right to unilaterally modify these General Terms and Conditions at any time (at its sole discretion, by adopting a new version) with a written notice sent to the Buyer. Amendments to the General Terms and Conditions shall enter into force upon their adoption, but shall not affect Contracts already concluded and in being executed, as they shall apply to Contracts newly concluded (after the adoption of the amendments and the submission of the notification of such amendments). If the Buyer does not agree with the changes to the General Terms and Conditions, the Buyer may not conclude a new Contract.

II. CONCLUSION OF THE CONTRACT

- 2.1. For the purpose of concluding the Contract, the Supplier shall submit to the Buyer a written (including by email) proposal (hereinafter referred to as the "**Proposal**"). Any preferences (requirements) received from the Buyer prior to the submission of the Proposal concerning the Goods or the conditions of their supply shall not be binding on the Supplier, and the Proposal prepared by the Supplier may or may not comply with the Buyer's preferences (requirements) for the Goods or their supply, in all cases (irrespective of the samples of the products provided by the Supplier, the Buyer shall be solely responsible for deciding the applicability and suitability of the Goods and for placing an order (approval of the submitted Proposal and conclusion of the Contract) or not placing an order (disapproval of the submitted Proposal and refusal to conclude a Contract). The Proposal shall be deemed to be an invitation to enter into a Contract, but shall not bind the Parties to enter into a Contract. If the Supplier submits a Proposal that does not specify a specific period of validity (time for confirmation of the Proposal), the Proposal shall expire 90 (ninety) calendar days from the date of submission, unless the Supplier specifies otherwise in writing. The Supplier shall have the right to withdraw or modify the Proposal at any time prior to the confirmation of the Proposal by notifying the Buyer in writing.

- 2.2. Drawings, specifications and other documents relating to the subject-matter of the Proposal and submitted with or in connection with the Proposal shall be annexed to and form an integral part of the Proposal.
- 2.3. The Contract shall be deemed to have been concluded when the Buyer confirms the Proposal in writing (including by email). The Buyer shall confirm in writing the entirety of the Proposal submitted by the Supplier, including its attachments (drawings, specifications and other documents), accepting the Proposal (including attachments) and the information and data contained therein, as set out in the relevant document/e-mail. The approved Proposal and its annexes set out the specific terms of the Contract.
- 2.4. Under the Contract, the Supplier undertakes to transfer the Goods in accordance with the terms of the approved Proposal (quantity, range, price, drawings, specifications and other agreed terms) to the Buyer under its ownership, and the Buyer undertakes to accept the Goods and to pay for them in accordance with the terms of the approved Proposal. In the event that the Parties additionally agree in the Contract on works/services to be performed in relation to the Goods, such works/services shall be performed and paid for in accordance with the terms and conditions of such approved Proposal.
- 2.5. Any changes to the binding terms of the Contract (amendments to the Contract) made after the conclusion of the Contract shall be agreed in writing by agreement of the Parties. The Supplier shall have the right to change the place of production of the Goods, their production methods, processes, raw materials, materials, components, parts, packaging, other conditions of production, without separate notice to the Buyer, provided that such changes do not violate the requirements for the Goods agreed in the approved Proposal (with its annexes) and the terms of specification.
- 2.6. When submitting a Proposal, drawing up drawings, specifications, other annexes to the Proposal, or performing any other acts necessary for the conclusion and performance of the Contract, the Supplier shall rely on the data and information provided by the Buyer. The Buyer is responsible for providing the Supplier with accurate and relevant data and information. The Supplier shall not be liable for any discrepancy in the Goods/Contract if it is caused by the Buyer's inadequate provision of data and/or information.

III. PRICE AND PAYMENT FOR GOODS

- 3.1. The Parties shall be deemed to have agreed on the price of the Goods when the Buyer confirms the Proposal in writing (including by email) and the Contract is concluded. Unless otherwise agreed in writing by the Parties, the prices of the Goods shall be quoted in Euro (EUR). In addition, the Value Added Tax (VAT) in force and prescribed by applicable law shall be calculated, added to the price of the Goods and paid to the Supplier. In the event of a change in the VAT rate, the new VAT rate will apply to the Goods supplied from the time the new VAT rate comes into force in accordance with the applicable legislation.
- 3.2. Unless otherwise agreed in writing by the Parties (subject to applicable Incoterms conditions, etc.), the price of the Goods shall be deemed to include all costs and charges (excluding VAT) necessary for the proper performance of the Contract, including the cost of packaging and delivery of the Goods.
- 3.3. Unless otherwise agreed in writing by the Parties (regarding the advance payment to be paid or other terms of payment), the Buyer undertakes to pay the price of the Goods to the Supplier within 14 (fourteen) calendar days from the date of delivery and handover of the Goods to the Buyer. The Supplier shall issue a VAT invoice at the time of delivery and handover of the Goods to the Buyer, except as provided for in Clauses 3.4 and 4.8 of the General Terms and Conditions.
- 3.4. In the event that the Parties agree on an advance payment to be made and if the Supplier is obliged or elects to pay VAT on the advance payment under applicable law, the advance payment shall be calculated on the price of the Goods inclusive of VAT and shall be documented by a VAT invoice. Accordingly, the Buyer shall then pay the full amount of the VAT invoice, including VAT.
- 3.5. In case of the increase by no less than 10 (ten) % compared to the situation prevailing at the

time of the conclusion of the Contract changes in the official exchange rate between the Euro and other currencies, in the official monthly inflation rate, in the event of an increase in the prices of raw materials, materials, components, parts, other goods, works/services to be carried out by the subcontractors, including transport services, procured from sub-subcontractors, in the event of an increase in customs duties, other taxes, levies, government minimum wages or other government intervention or similar events which are little or not at all beyond the Supplier's control, the Supplier shall have the right to contact the Buyer in writing, informing the Buyer of the anticipated increase in the prices of the Goods ordered but not yet delivered. Upon receipt of such notice of price increase from the Supplier, the Buyer shall reply in writing within 5 (five) calendar days at the latest, stating his position. Such price increase shall be agreed between the Parties in writing no later than 10 (ten) calendar days after notification by the Supplier. If the Parties do not agree on new prices within this period and do not enter into a written amendment to the Contract, the Supplier shall have the right to terminate the Contract immediately and unilaterally out of court by giving written notice to the Buyer and by refunding all monies paid by the Buyer in respect of the Goods within a period of no later than five (5) calendar days from the date on which the notice is given. No other liability shall be imposed on the Supplier in this case.

- 3.6. All payments by the Buyer to the Supplier under the Contract shall be made by bank transfer to the bank account of the Supplier specified in the Contract (in the approved Proposal), unless the Supplier specifies in writing an alternative bank account. Any payment shall be deemed to have been duly made when the money paid by the Buyer has been credited to the Supplier's specified bank account.
- 3.7. In the event that the Parties agree on an advance payment to be paid and if the advance payment (any part thereof) is not paid on time, the Supplier shall have the right to suspend the supply of the Goods until the advance payment has been paid in full by giving written notice to the Buyer. In this case, any time limits relating to the manufacture and supply of the Goods (delivery, performance of works/services) shall be automatically extended by the number of days for which the supply of the Goods has been suspended in accordance with this clause of the General Terms and Conditions.
- 3.8. For each day of delay in payment of the price of the Goods (any part thereof), the Buyer shall pay to the Supplier a compensatory interest at the rate of 0.09% (nine hundredths of percent) of the relevant amounts not paid on time, which shall be deemed to be the Supplier's minimum and unprovable loss and shall indemnify the Supplier against all other losses to the extent that such interest does not cover such losses.

IV. DELIVERY, HANDOVER AND RECEIPT OF GOODS

- 4.1. The Parties, taking into account that the production and supply of the Supplier's Goods is highly dependent on the raw materials, materials, components, parts and other goods, works/services provided by the Supplier's subcontractors/sub-suppliers timeliness, market situations, supply chains, geopolitical circumstances, cross-border relations, emergencies, epidemics/pandemics (including COVID-19), related constraints, and other objective reasons over which the Supplier holds little or no control, it is expressly agreed that under the Contract, all deadlines relating to the manufacture and supply of the Goods (delivery, performance of works/services) shall be *preliminary and non-binding upon the Supplier*. Accordingly, the Supplier shall have the right, by notifying the Buyer in writing and stating specific objective reasons, to extend the aforementioned time limits to the extent objectively necessary according to reasonable information available to the Supplier, which shall not be considered as an unlawful modification or breach of the Contract. The Buyer shall have the right, but shall not be obliged, upon receipt of such notice from the Supplier of extension of the time limit(s), to respond in writing within a maximum of 5 (five) calendar days with its position (failure to do so shall be deemed to be the Buyer's acceptance of the extension of time limit(s)). If the Buyer responds that he does not agree with the extension of the period(s), he shall be entitled to terminate the Contract immediately and unilaterally out of court by written notice to the Supplier and to require the Supplier to refund all monies paid by him in respect of the Goods no later than 5 (five) calendar days from the date on which the notice is given. No other liability shall be imposed on the Supplier in this case.
- 4.2. If the Buyer, for any reason beyond the Supplier's control, instructs the Supplier to suspend delivery or production of the Goods, the Buyer shall pay the Supplier the full price of the Goods

ordered, all costs (including storage costs, downtime) incurred as a result of the instruction and the Supplier's damages.

- 4.3. Unless otherwise agreed in writing by the Parties, the Supplier shall deliver the Goods in short-term storage packaging to the address specified by the Buyer in accordance with the terms of the DAP (Place of Destination) (Incoterms 2020), by its own transport or by its own hired (Goods carrier) transport, unless the Parties have agreed otherwise in writing, after having notified the Buyer of its readiness to deliver the Goods ordered in writing in advance, indicating the date of delivery and having received the Buyer's confirmation of the suitability of the date of delivery in writing (including by email), and the Buyer shall be solely responsible for unloading the Goods. The Buyer (his representative) must be present at the time of delivery of the Goods to the Buyer at the agreed time of delivery of the Goods.
- 4.4. The Goods shall be handed over to the Buyer together with all related documentation.
- 4.5. Except as provided in Clause 4.8 of the General Terms and Conditions, delivery and acceptance of the Goods shall be formalized by the Buyer (his representative) signing a delivery note (acknowledgement) or other document confirming the acceptance of the Goods, which shall be deemed to be the moment of delivery of the Goods to the Buyer.
- 4.6. The Buyer (its representative) shall, upon acceptance of the Goods, inspect them at its own expense as to their quantity, assortment, completion, quality and compliance with other requirements of the Contract and the applicable legislation. Acceptance of the Goods means that the Goods comply with the Contract and any other requirements applicable to them. In the event that the Buyer (its representative) finds any obvious defect (defect) in the quantity, quality or any other defect (deficiency) of the Goods, he shall note such obvious defect in the document confirming acceptance of the Goods and shall inform the Supplier in writing (including by email) immediately on the same day, specifying the nature of the defect. In the event that the Buyer accepts the Goods without complying with the procedure set out in this clause of the General Terms and Conditions, the Buyer shall lose the right to claim against the Supplier for obvious defects in the Goods. The Buyer understands that it has the right to accept the Goods with or without the reservations reasonably stated in the document confirming acceptance of the Goods.
- 4.7. The Buyer confirms that he will consider any confirmation and/or acceptance of the Proposal, drawings, terms or otherwise by any of its employees or other representatives to be a proper confirmation or, as the case may be, a proper acceptance of the Goods. The signature of an employee or other representative of the Buyer on the document confirming the acceptance of the Goods shall be deemed to be a confirmation that the Goods referred to in such document have been delivered to and accepted by the Buyer and that the Buyer has received all the documentation relating to the Goods.
- 4.8. If the Supplier delivers the Goods to the Buyer in accordance with the Contract, but for any reason beyond the Supplier's control the Supplier is unable to hand over the delivered Goods to the Buyer at the time of delivery (the Buyer unreasonably refuses to accept them, is late in accepting them, etc.)), the Supplier (its representative) shall be entitled to unilaterally execute and sign, at the time of delivery of the Goods, a document confirming the acceptance of the Goods, at the time of signature of which the Goods shall be deemed to have been duly handed over to the Buyer, and on the basis of which the risk of accidental loss or damage to the Goods and the title to the Goods delivered shall be transferred to the Buyer, and a VAT invoice shall be issued accordingly.

V. TRANSFER OF OWNERSHIP RIGHTS

- 5.1. Ownership rights to the delivered Goods and the risk of accidental loss or damage to the delivered Goods shall pass to the Buyer as from the time of delivery of the Goods to the Buyer (clause 4.5 or 4.8 of the General Terms and Conditions).
- 5.2. If/when clause 4.8 of the General Terms and Conditions applies, the Supplier shall maintain the delivered Goods which are deemed to have been handed over to the Buyer in its warehouse until they are collected, but shall not be liable for any accidental loss or damage to the Goods during such maintenance. In such event, the Buyer shall immediately collect the Goods at its own expense, pay the price of the Goods, and reimburse the Supplier for all costs and damages

incurred by the Supplier in connection with maintaining the Goods. The Buyer's obligations shall continue in the event of accidental death or damage to the Goods in question during such maintenance and the Supplier shall be relieved of its obligation to hand over the Goods.

- 5.3. Notwithstanding the transfer of ownership rights to the Goods as objects, intellectual property rights, including but not limited to copyrights, related rights, trademarks, patents, utility models, industrial designs, indications of origin, *know-how*, trade secrets and other rights relating to the Goods and/or their documentation (drawings, specifications, plans, schematics, designs, manufacturing methods, etc.)) shall not be transferable and shall remain the property of the Supplier or of third parties (Supplier's subcontractors, etc.), and the Buyer undertakes to enforce the acquired ownership of the Goods in such a way as not to infringe the aforementioned intellectual property rights of the Supplier or of any third parties in relation to the Goods.

VI. THE QUALITY OF THE GOODS, THEIR EXPIRATION PERIOD AND RELATED OBLIGATIONS

- 6.1. The Supplier warrants that the Goods will be new and unused at the time of their delivery to the Buyer, will not have expired, will be fit for their normal use, and will comply with the requirements of the Contract (the approved Proposal with its annexes, including drawings, specifications and other documents) and requirements of applicable legislation.
- 6.2. The Supplier warrants that he shall be the lawful owner of the Goods and shall be entitled to transfer the Goods to the ownership of the Buyer and that, at the time of transfer of the Goods to the Buyer, the Goods shall not be mortgaged, arrested, leased or otherwise transferred, or their right of disposition, possession and use shall not have been deprived or limited (burdened), that third parties will not have any rights of disposal, possession or use of the Goods, that there will be no disputes before a court and/or arbitration, no prior out-of-court dispute resolution procedures, and no written claims in regards of such Goods. The Supplier further warrants that the Goods will not be transferred to the Buyer if the Supplier has reasonable information that disputes concerning such Goods in court and/or arbitration, out-of-court early dispute resolution procedures, or written claims will be, or are likely to be, initiated after the transfer of the Goods to the Buyer.
- 6.3. The Supplier uses an ISO 9001:2015 certified quality management system for the production of the goods. The Supplier shall ensure, through its quality management system, processes and procedures, that the Goods delivered to the Buyer will comply with the requirements of the Contract and the applicable legislation. In addition, the Supplier operates ISO 14001:2015 certified environmental management systems at the site where the Goods are manufactured.
- 6.4. All Goods, depending on their nature and specifics, shall be subject to a shelf life (expiry date) after which the Goods shall be deemed unfit for their intended use. When labelling the Goods, the shelf life of the Goods shall be determined by reference to the date of manufacture of the Goods and to the period of time from that date for which the Goods are fit for use, or by reference to the specific calendar date by which the Goods are suitable for use. The shelf life of the Goods shall be such that the Buyer has a realistic chance of using the Goods before the expiry of their shelf life. The Supplier shall not be liable for the safety and fitness for purpose of the Goods (the Goods' characteristics) after the expiry of the Goods' shelf life.
- 6.5. The Supplier shall be liable to the Buyer for any non-obvious (i.e. hidden, not noticeable at the time of handover and acceptance) defects in the Goods which were present at the time of handover to the Buyer. The Buyer shall have the right, after the Goods have been handed over to him and during the period of fitness for use, if he discovers any non-obvious defects in the Goods, to apply to the Supplier during the period of fitness for use for the performance of its obligations relating to the quality of the Goods without charge. In such a case, the Supplier shall, at his sole discretion and option, decide on the manner of performance of these obligations, i.e. the remedying of the defects in the Goods or the replacement of the Goods (parts thereof), or, if it is not possible to do so within a reasonable period of time (taking into account the nature of the defects and/or circumstances as discussed in clause 4.1 of the General Terms and Conditions), the refund of the money paid for the Goods (part of the price (advance payment) or the whole price). The Supplier shall not assume any other liability in connection with the performance of such obligations.

- 6.6. The Supplier shall be liable for non-obvious defects in the Goods during the period of the Goods' fitness for use, unless it proves that such defects have occurred after the Goods have been handed over to the Buyer as a result of the Buyer's violation of the rules for the use and/or storage of the Goods, or as a result of the fault of a third party, or as a result of a *Force Majeure* event.
- 6.7. If the Buyer notices any non-obvious defects in the Goods during the shelf life of the Goods, the Buyer must notify the Supplier in writing (including by email) immediately after such defects have been noticed, but no later than 10 (ten) calendar days from the date of discovery of the defects. Such written notice by the Buyer shall specify in detail the defects in the Goods and their nature.
- 6.8. In the event that the Buyer fails to notify the Supplier of non-obvious defects in the Goods within the period specified in Clause 6.7 of the General Terms and Conditions, the Buyer shall forfeit its right to apply to the Supplier for the performance of its obligations in relation to the quality of the Goods free of charge in respect of those defects.
- 6.9. If the Buyer gives the Supplier timely and proper written notice of any defects in the Goods, the Supplier shall, within a reasonable time after receipt of such notice, fulfil its obligations relating to the quality of the Goods free of charge in a manner of its choice, i.e. within a reasonable period of time, remedy the defects in the Goods or replace the Goods (parts thereof) or, if this is not possible within a reasonable period of time (taking into account the nature of the defects and/or the circumstances referred to in clause 4.1 of the General Terms and Conditions), refund the monies paid (part of the price (the advance payment or the full price)) for the Goods. In the latter case, the Buyer undertakes to return the defective Goods to the Supplier before the money is returned to the Buyer.
- 6.10. The Buyer shall does not have the right to remedy any defects in the Goods or to replace the Goods (parts thereof) by himself or by third parties. All costs and risks incurred by the Buyer in connection with such rectification of defects in the Goods or replacement of the Goods/parts thereof shall be borne by the Buyer and the Supplier shall be relieved of its obligations in relation to the quality of the Goods.
- 6.11. From the moment the Buyer becomes aware of any non-obvious defects in the Goods, the Buyer shall not be entitled to transfer, install, use, repair or perform any other act that would impede the Supplier's ability to repair or replace the defective Goods (parts thereof). All costs and risks arising from such action by the Buyer shall be borne by the Buyer and the Supplier shall be relieved of its obligations in relation to the quality of the Goods.
- 6.12. Goods that are of good quality and conform to the requirements set out for them shall not be exchanged or returned.

VII. LIMITATION OF LIABILITY

- 7.1. A Party shall only be liable for damage/loss if it is proved that the damage/loss was caused by the fault of that Party or of another person for whom that Party is responsible. The Supplier's liability shall be limited to the cases and to the extent provided for in these General Terms and Conditions, with the exception of any mandatory exceptions provided for in the applicable law.
- 7.2. The Supplier's liability under the Contract shall be limited to direct damages not exceeding the price of the Goods in accordance with the relevant Contract concluded (the specific approved Proposal). The Supplier shall not be liable under the Contract for any indirect damages, including but not limited to loss of revenue or profit, downtime, business disruption, loss of business opportunities, loss of orders, damage to reputation or goodwill etc.
- 7.3. The Supplier shall in all cases not be deemed to be in breach of the Contract and shall not be liable for any damages whatsoever for delays in the production and delivery of the Goods (delivery, performance of works/ provision of services), as set out in Clause 4.1 of the General Terms and Conditions.

VIII. UNSTOPPABLE FORCE (*FORCE MAJEURE*)

- 8.1. The Parties shall be exempt from partial or total liability for failure to fulfil their obligations under the Contract if this was due to circumstances of an unstoppable force (*force majeure*). The Parties shall understand the circumstances of *force majeure* and the conditions for their exemption as provided for in the Civil Code of the Republic of Lithuania and in the Resolution of the Government of the Republic of Lithuania No.840. The Parties confirm that at the time of the conclusion of the Contract, they are not aware of any circumstances of unstoppable force (*force majeure*) which the Parties to the Contract cannot foresee or avoid or in any way remedy, and which would make it impossible to perform, in whole or in part, the obligations under the Contract.
- 8.2. A Party that bases its non-performance on force *majeure* must inform the other Party in writing within 5 (five) calendar days of the occurrence of such circumstances, and provide evidence (arguments) to support the occurrence of such circumstances and that the Party has taken all reasonable precautions and has made every effort to minimize the costs or adverse consequences, and to notify the likely time for the fulfilment of the obligations. The grounds for exempting a Party from liability shall arise from the moment of the occurrence of circumstances of unstoppable force (*force majeure*) or, in the case of failure to give timely notice, from the moment of the giving of notice. If a Party fails to give timely notice or to inform of such circumstances, it shall be liable to compensate the other Party for any damages (subject to any applicable limitation of liability provisions) suffered by it as a result of the failure to give timely notice or the absence of any notice.
- 8.3. Upon termination of the circumstances of unstoppable force (*force majeure*), the Party against which it acted shall immediately notify the other Party in writing.
- 8.4. If the circumstances of unstoppable force (*force majeure*) continue for more than 90 (ninety) calendar days, either Party shall have the right to terminate this Contract by giving 10 (ten) calendar days' notice of termination to the other Party.

IX. STATEMENTS AND GUARANTEES BY THE PARTIES

- 9.1. The Parties (their representatives) declare and confirm to each other that:
 - 9.1.1. The Party is a duly registered person carrying on a commercial activity (entrepreneur) and is entitled to enter into and perform the Contract in accordance with its terms;
 - 9.1.2. The Party shall have all necessary authorisations and licences to carry out its commercial activities for the purpose of the Contract;
 - 9.1.3. The Party has performed all acts necessary for the proper formation, validity and performance of the Contract, it (its bodies) has taken all necessary decisions for the conclusion and performance of the Contract, and it (its representative) has full power and authority to form and perform the Contract;
 - 9.1.4. the Contract constitutes a valid and binding obligation of the Parties, enforceable in accordance with the terms of the Contract;
 - 9.1.5. neither the execution of the Contract nor the performance of its terms is contrary to or in breach of (i) the statutes or other internal documents of the Party; (ii) the rights and interests of the creditors of the Party; (iii) any judgment, order, decree or direction of any court, governmental or local authority which is applicable to the Party; (iv) any contract, licence, commitment or permit to which the Party is a party; or (v) the terms of any law or any applicable legal act or regulation;
 - 9.1.6. no action, claim or proceeding is pending or, to the knowledge of the Party concerned, threatened against the Party in any court or arbitration which may affect the validity of the Contract or the performance of its obligations under the Contract.
- 9.2. The Buyer (its representative) confirms that he understands that the Contract is entered into in the context of the financial risks associated with the COVID-19 pandemic (irrespective of the declaration of emergency and/or quarantine) and the war in Ukraine, and that the Buyer has assessed its financial capacity and is able to pay for the Goods under the Contract. COVID-19 virus, the war in Ukraine and the negative consequences thereof, as well as related restrictions imposed by public authorities, legislation or amendments thereto, other actions, and the failure to perform obligations by the Buyer's partners, suppliers, customers, clients, etc., related or not related to the spread of the COVID-19 virus or the war in Ukraine, shall not be deemed to be in *force majeure* as defined in the Contract and/or the Civil Code of the Republic of Lithuania and shall not grant relief of the performance of the Buyer's contractual obligations to the Supplier,

including, but not limited to, the payment in full of the price of the Goods, interest, and damages, if any.

X. CONFIDENTIALITY

- 10.1. The contents of the Contract and its annexes and all commercial, technical, business or other information relating to the performance of the Contract, including but not limited to: the Proposal, the drawings, specifications and other annexes of the Goods, correspondence between the Supplier and the Buyer concerning the Contract, the contents thereof, samples of products, advice, counselling, payments under the Contract and any other information the disclosure of which would be prejudicial to the respective Party, shall be kept in confidence. The Parties undertake not to disclose orally, in writing or in any other form, any confidential information to any third party during the term of the Contract and for a period of 5 (five) years thereafter, except to members of the bodies of the Parties, employees, other representatives, lawyers, attorneys, auditors, accountants, translators, consultants, advisers, banks, financiers, which shall be obliged to protect it, with the exception of the following information: (I) which is publicly available, (II) which is required to be disclosed by applicable law or by any competent authority (provided that only information that is lawfully required to be disclosed will be disclosed, and provided that the disclosing Party will give the other Party prior written notice of the obligation to disclose the information, and will cooperate fully with the other Party to protect the confidentiality of such information in accordance with applicable law), (III) which must be disclosed in order to perform its obligations under the Contract, (IV) the disclosure of which has the prior written consent of the other Party, (V) which was lawfully known to the disclosing Party prior to disclosure, or (VI) such information was independently developed/discovered by the disclosing Party (or its employees or other agents) or its consultants, without the use of confidential information.

XI. CONTRACT VALIDITY AND TERMINATION

- 11.1. The Contract (approved Proposal) shall remain in force until the full performance of the Parties' obligations under the Contract or its termination.
- 11.2. Except as provided in the Contract, the Contract may not be amended or terminated except by separate written agreement of the Parties.
- 11.3. Either Party shall have the right to terminate the Contract unilaterally without delay and out of court by written notice to the other Party in the event of the other Party's liquidation, restructuring or bankruptcy, or in the event of a breach of the Contract by the other Party without remedying the breach of the Contract within a reasonable period of time (depending on the nature of the breach of the Contract), which shall in any event be no less than 30 (thirty) calendar days from the date of receipt of the written notice of claim.
- 11.4. The Supplier shall also have the right to terminate the Contract immediately and unilaterally, out of court, in the case and according to the procedure set out in Clause 3.5 of the General Terms and Conditions, and the Buyer in the case and according to the procedure set out in Clause 4.1 of the General Terms and Conditions.
- 11.5. Termination of the Contract shall not exclude the right of the aggrieved Party to claim compensation for damages from the other Party (subject to any applicable limitation of liability provisions) for losses arising out of the breach of the Contract and forfeit, nor shall it affect the validity of the dispute resolution procedures and/or any other terms and conditions of the Contract, provided that such terms and conditions, by their nature, shall survive termination.

XII. APPLICABLE LAW AND DISPUTE RESOLUTION

- 12.1. The Contract shall be governed by and construed in accordance with the law of the Republic of Lithuania.
- 12.2. Disputes between the Parties arising out of or in connection with the Contract shall be settled by negotiation between the Parties. If the Parties are unable to resolve the dispute by negotiation, disputes shall be settled in the courts of the Republic of Lithuania in the place of the Supplier's registered office, in accordance with the laws and regulations of the Republic of Lithuania (except

for the conflict of laws regulations of international private law).

XIII. OTHER PROVISIONS

- 13.1. The Contract establishes a comprehensive agreement and mutual understanding between the Parties on the subject matter of the Contract and consolidates all previous negotiations between them. These General Terms and Conditions, the approved Proposal and its annexes shall form an integral part of the Contract.
- 13.2. Any assignment of rights and obligations under the Contract shall be made only with the prior written consent of the other Party.
- 13.3. If any provision of the Contract is or becomes invalid for any reason, its invalidity shall not affect the validity of the other provisions of the Contract. In such a case, the Parties agree to replace the invalid provision with a legally valid provision that is as close as possible to the invalid provision in terms of its legal and economic effect.
- 13.4. The failure of either Party at any time to require performance of any provision of the Contract shall in no way affect its right to require performance of such provision at a later time. A waiver by a Party of its rights in respect of an individual breach of the Contract shall not be construed as a waiver of such rights in the event of a repeated breach of the same provisions, or as a waiver of such rights in the event of any other breach of the Contract.
- 13.5. The Parties undertake to strictly comply with the requirements of the legal acts regulating the protection of personal data in force in the Republic of Lithuania and with the requirements of the Contract related thereto. The Parties agree and understand that the data of their responsible persons and contact persons (names, positions, e-mail addresses, telephone numbers) may be processed for the purpose of the performance of the Contract and have no objection to this. Each Party shall ensure that its responsible person and contact person involved in the performance of this Contract provides its consent to the processing of its personal data.
- 13.6. All documents and/or notices sent by one Party to the other Party shall be served on the other Party by e-mail and shall have the same legal effect as the original written document and/or notice. Documents and/or notifications may be provided by other means, either at the initiative of a Party or by separate written agreement of the Parties. Where a document and/or communication is sent by e-mail, it shall be deemed to have been received by the recipient on the working day immediately following the day of dispatch (unless acknowledgement of receipt is received on the same day of dispatch). A working day is any day of the year except Saturday, Sunday and public holidays in the Republic of Lithuania.
- 13.7. The Parties shall promptly notify each other in writing of any change in their particulars as set out in the Contract. A Party failing to comply with this requirement cannot present a claim or an indemnity, regarding the conduct of the other Party according to the last requisites known to it, or that such conduct is inconsistent with the terms of this Contract or that it has not received documents and/or notices sent according to such requisites.
- 13.8. By concluding this Contract, the Parties confirm that the content of the terms of this Contract is comprehensible, clear and in accordance with the will expressed by the Parties.