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| **SOLAR POWER PLANT INSTALLATION AND MAINTENANCE SERVICES CONTRACT NO.** |
| **GENERAL**  [DATA] |
| The Contractor and the Customer referred to in Clause SD 1 of the Contract, acting within the scope of their respective powers, have entered into this Solar PV Installation and Maintenance Services Contract. The Contract has been awarded on the basis of the results of a Tender organised by the Customer, i.e. to the Contractor whose bid was declared successful in accordance with the results of the Tender. |
| 1. **CONTRACT CONCEPTS:** |
| * 1. Terms used in the Agreement: |
| * + 1. **Advance Payment** - the part of the Contract Price to be paid in accordance with the procedure set out in the Contract. |
| * + 1. **"Works**" means the set of works and actions to be performed by the Contractor in accordance with the Contract and the Laws, which (i) are specified in this Contract and/or its Annexes and in the applicable Laws; and (ii) are not specifically specified, but are necessary for the completion of the installation and erection of the Power Plant and for the satisfactory performance of the Works; (iii) are necessary to complete the Work in accordance with the requirements of applicable law and to make the result of the Work suitable for its intended use; (iv) are intended to correct any defects in the Work, including defects expected to be corrected at or after the completion of the construction of the Work or the commissioning of the Power Plant, or thereafter, includes the Work:  1. Design and engineering works for the power plant, assessment of the structures of the building on the Site, on the roof of which the power plant will be installed, cadastral measurements, topography of the Site, coordination of the project with the relevant authorities; 2. the purchase, assembly and installation of equipment, as well as the construction works and related activities necessary for the completion and commissioning of the Power Plant; 3. The performance of the Contractor's functions under this Agreement; 4. Site maintenance and management; 5. Participating in the completion procedures referred to in this Contract, organising the completion procedures and preparing, coordinating and approving all documents relating to the Works necessary for the commencement and completion of construction and for the use of the Power Plant for its intended purpose, including, but not limited to, obtaining construction permits, obtaining a VERT certificate on the technical condition of the Power Plant. 6. Training of customer staff; |
| * + 1. **Business Day -** means any day from Monday to Friday (except public holidays) when commercial banks are open in the Republic of Lithuania. |
| * + 1. **"Work Documents" means** all documents prepared by the Contractor during the performance of the Contract which relate to the requirements for the performance of the Work. The Work Documents shall be prepared, submitted, used and retained in accordance with the provisions of the Contract, the legislation and the requirements of the competent authorities. |
| * + 1. **Commencement of the Works** - The Commencement of the Works shall be deemed to be the time when the Contract enters into force. The commencement of the Work shall be the starting point for the performance of the Work. |
| * + 1. **Technical Design - means** the design of the construction works of the Power Plant, prepared in accordance with the requirements of the Technical Specification, the Contractor's Bid in the Tender and the Legislation. The Technical Design shall comply with the requirements of the legislation applicable to the design and shall be coordinated in accordance with the procedure established by the legislation and, if required, written approval (permit) for the implementation of the project shall be obtained. |
| * + 1. **Power Plant** - a solar power plant, related equipment, monitoring equipment, software licenses (if any), equipment (dependencies) for the generation and supply of electricity to the Facility built and installed by the Contractor at the Facility in accordance with the requirements of the Contract SD and the technical data and specifications set out in the Agreement, and the Contractor's proposal in the Tender, which shall be transferred to the Customer under the ownership right in accordance with the terms and conditions set out in the Contract. The Power Plant shall consist of two parts: the part of the Power Plant installed on the roof of the building of the Facility, the technical details of which are set out in the SD of the Contract, and the part of the Power Plant installed on the land of the Facility, the technical details of which are set out in the SD of the Contract. |
| * + 1. **Existing Power Plant - The** Facility has a 300 kW solar PV power plant installed prior to the signing of the Contract, to which the Power Plant is connected to the common system. |
| * + 1. **Warranty Period** - the warranty periods applied by the manufacturer of the Electrical Equipment and the Contractor, as specified in the Contract SD or their annexes, during which the Contractor performs the Warranty Service of the Electrical Equipment. |
| * + 1. **Warranty Service** - the maintenance, troubleshooting, localization and elimination of accidents (malfunctions) related to the operation of the Power Plant and the Works performed by the Contractor for the Customer during the Warranty Period, insofar as it is related to the failure of the Power Plant under warranty. |
| * + 1. **Laws** - the laws in force in the Republic of Lithuania applicable to this Agreement or to any of the Parties to the Agreement. |
| * + 1. **The Object** shall be the immovable property owned or otherwise lawfully possessed by the Customer on which the Power Plant is to be installed. The Facility consists of two parts: the Site and the building on the Site, the details of which are set out in the SD of the Agreement. The Site and the building on the Site are collectively referred to in the Contract as the Facility. |
| * + 1. **The operator is the** electricity distribution network operator AB "Energijos skirstymo operatorius". |
| * + 1. **Handover-Acceptance Act** - a document signed by the Contractor and the Customer, whereby the Contractor, within the terms and procedure set out in the Contract, hands over the Power Plant and/or part thereof and the result of the Works/partial part of the Works to the Customer and transfers the ownership rights thereto. |
| * + 1. **Contractor** - the legal entity specified in the SD of the Contract, which, on the basis of the Contract, sells the Electricity Plant to the Customer and carries out the Works and, after the signing of the Act of Handover and Acceptance, performs its technical maintenance and provides the Services. |
| * + 1. **Customer** - the legal entity specified in the SD of the Contract that purchases the Power Plant, Works and Services from the Contractor on the basis of the Contract. |
| * + 1. **Strong internet connection** means a WiFi internet connection at the site of the voltage converter installation or a LAN cable from the modem that provides an internet connection of at least 75% (3 out of 4 possible units) and is verified by holding a smart device or a dedicated wireless internet connection measuring device at the site of the voltage converter installation. |
| * + 1. **Contract** means the Solar Power Plant Purchase and Sale Agreement and the Works and Services Contract, consisting of the Contract GC, the Contract SD and the Annexes, which is a single, indivisible document having the force of law for the Parties to the Contract. |
| * + 1. **Contract GC** - a document that forms an integral and indispensable part of the Contract, setting out the general and standard terms and conditions of the Contract, the Parties' rights, obligations, liabilities and other terms and conditions. |
| * + 1. **Contract SD** - a document which forms an integral and inseparable part of the Contract and which sets out the specific terms and conditions agreed between the Contractor and the Customer for the acquisition of the Power Plant, the Works to be provided and other terms and conditions agreed between the Parties. The specific terms and conditions set out in the Contract BD and the Contract SD shall be valid and applicable to the Parties only for the period specified in the Contract SD. |
| * + 1. **Contract Price** - the total amount, including amounts payable, taxes payable, which the Customer undertakes to pay to the Contractor during the entire term of the Contract for the Power Plant, the Works and the Services provided, but excluding Value Added Tax (VAT), within the terms and conditions and in accordance with the procedures set out in the Contract SD. The Contract Price is detailed in the Contractor's Tender Proposal, which forms an integral part of this Contract. |
| * + 1. **Alterations -** shall mean works which are carried out only with the consent of the Client, by altering the Technical Specifications and/or the Technical Design or by instructing the Contractor to carry out additional works which are not related to the Works and/or are not necessary for the execution, completion or proper use of the Works. In all cases, changes shall be made prior to commencement of performance by the signing of a Change Agreement by both Parties, which shall record the impact of the changes on the Contract Price and/or the timetable for the Works. |
| * + 1. **"Site" means** the area where the construction of the Power Plant is to be carried out, including the delivery, unloading and storage of equipment, materials, machinery, etc. |
| * + 1. **Party** - the Contractor or the Client, each individually. |
| * + 1. **The Parties** are the Contractor and the Client, both jointly. |
| * + 1. **VERT** - State Energy Regulatory Council. |
| * + 1. **Competition** - [insert] |
| * + 1. **"Technical Specification" means the** Technical Specification published by the Employer in the Tender, on the basis of which the Contractor has submitted the successful tender. |
| * + 1. **Service Report** - a document submitted by the Contractor to the Client on the Services provided during the Year, their scope and recommendations. |
| * + 1. **Power Plant Generation Guarantee - the** amount of solar energy generated by the Power Plant per Year, which the Contractor undertakes to provide during the period of the Services, as specified in the Contractor's Tender. |
| * + 1. **Year** means a period of 12 calendar months in the Contract from the commencement of the provision of the Services. |
| * + 1. **Services -** Preventive inspections, maintenance work, services to ensure the functionality of the Power Plant, repairs that are not covered by the Warranty Service, and other services specified in the Technical Specification, which are necessary to ensure the warranty of the Power Plant's generation and the proper functioning of the Power Plant. The Service Period shall be a period of 36 calendar months in the Contract from the date of signing of the final Acceptance Deed. |
| * 1. The terms set out in Clause 1.1 of the GTC of this Agreement shall apply to the making and performance of each transaction/agreement and to the execution of each document in connection with the Agreement. |
| * 1. All terms and expressions used in the Contract shall have the generic meaning or the specific meaning closest to the nature of the Contract, unless a different meaning is defined and explained in the Contract. |
| * 1. Capitalised terms shall have the meanings set out in this Section, unless the context gives them a different meaning or the text of the Contract expressly gives them a different meaning. |
| * 1. The Annexes to the Contract, consisting of the Conditions of Tender, the Contractor's Tender Proposal and the Technical Specification, shall form an integral part of the Contract. |
| * 1. In interpreting the Treaty, the following provisions must be taken into account in addition to the statutory rules: |
| * + 1. the headings of the individual parts of the Contract are provided for ease of reference to the text of the Contract and shall not affect the interpretation of the terms of the Contract; |
| * + 1. in the context of the situation arising in the performance of this Agreement, words used in the text of the Agreement in the singular may have a plural meaning and vice versa; |
| * + 1. because any Party was or may have been obliged to draw up this Agreement, this Agreement shall not be construed to the advantage or disadvantage of any one Party. |
| 1. **SUBJECT OF THE CONTRACT** |
| * 1. Subject to the terms and conditions set out in the Contract, the Contractor undertakes to deliver and install the Power Plant at the Site and to carry out all the Works, to transfer the title to the Power Plant and to provide the Services, ensuring the fulfilment of the guarantee of the generation of the Power Plant, and the Customer undertakes to accept the installed Power Plant, and to pay, in accordance with the procedure set out in the Contract, the Contract Price and/or any other sums payable under the Contract. The requirements for the subject matter of the Contract are set out in this Contract, in the Technical Specification and in the Contractor's Tender Proposal, which shall form an integral part of the Contract. |
| * 1. The contract is executed within the framework of the project "**Implementation of renewable energy sources in the production processes of UAB Devold**" for which EU support is requested under the European Union Structural Funds under the Development Programme for 2022-2030 Measure No 05-001-01-04-02 "Encouraging enterprises to move towards a climate-neutral economy" |
| * 1. The Contractor undertakes to provide the Services required to ensure the proper functioning of the Power Plant at the Facility in a timely and satisfactory manner, and the Customer undertakes to create all necessary conditions and to provide the Contractor with all necessary information requested by the Customer to ensure the proper provision of the Services. |
| * 1. The Contractor shall have the right to use third parties for the performance of the Contract without the prior consent of the Client, informing the Client of the use of such third parties prior to their use. Third parties engaged by the Contractor shall have at least the same qualifications as those required by the Tender Conditions for the performance of the Works and/or the provision of the Services. In any event, the Contractor shall be liable to the Employer for the proper performance of the Works and the provision of the Services, whether carried out by the Contractor itself or by its subcontractors, and whether or not the nomination of such subcontractor has been agreed with the Employer. |
| * 1. The Contractor shall, in accordance with this Contract, arrange for all necessary documentation required for the execution of the Works under the Contract, obtain all necessary permits for the execution of the Works, and execute the Works under the Contract using the Contractor's own means. The Contractor shall, at its own expense and risk, acquire any equipment, facilities and other means or things necessary for the performance of its obligations under the Contract, for the performance of the Works and the provision of the Services, for the remedying of any defects in the Works and for any other activities (protection of the Site and its property, fire safety, safety of the Works, protection of the environment, waste management, etc.) necessary for the completion of the Works or for the remedying of any defects therein. |
| * 1. Upon the signing of the Transfer-Acceptance Deed by the Parties and the timely payment by the Customer of the part of the Works to be transferred in accordance with the Contract, the part of the Power Plant to be transferred shall become the property of the Customer. |
| * 1. The Parties also expressly agree that in the event that specific requirements of the Technical Specification require additional works to be coordinated during the design process, the Contractor undertakes to contact the Client in writing and obtain the Client's consent to carry out such works or to decide to modify the relevant requirements of the Technical Specification. In such a case, the Amendment Procedure shall apply. |
| 1. **CONTRACT PERFORMANCE REQUIREMENTS** |
| * 1. **No later than 30 (thirty) calendar days after the entry into force of the Agreement, the Customer shall:** |
| * + 1. be an electricity consumer; |
| * + 1. have a local electricity network of the required permissible capacity to which the Power Station can be connected; |
| * + 1. to authorise the Contractor or third parties engaged by the Contractor to represent the Client in institutions, organisations, authorities in order to obtain all necessary documents, permits, certificates for the execution of the Works and for the validation of the Plant. |
| * + 1. to provide the Contractor with the information requested by the Contractor about the roofing materials of the building on the Site and the cables underground on the Site, to the extent and to the extent that such information is at the disposal of the Client; |
| * + 1. to authorise the Contractor to obtain from the Operator the technical conditions for the connection of the Power Plant, to adjust them and to pay for the connection works to the Customer's local electricity network. The amount to be paid for the connection of the Power Plant shall not be included in the Contract Price; |
| * + 1. to make the Advance Payment in the amount specified in the SD of the Contract on time. |
| * 1. If the Client fails to fulfil the obligations specified in Clause 3.1 of the Contract GC in due time, i.e. not later than 30 (thirty) calendar days after the Contract has come into force, the Contractor shall postpone the deadline for the performance of the Works for the respective period of the Client's delay in the fulfilment of its obligations; |
| * 1. **During the period of performance of the Works, the Customer shall:** |
| * + 1. to accept the part of the Power Plant and/or the result of the Work at the agreed time; |
| * + 1. At the time of the interim or final Acceptance of the Electrical Plant and/or the Work, inspect the Electrical Plant or part thereof and the Work, check the quality of the same and sign the interim or final Acceptance Certificate accordingly; |
| * + 1. pay, within the time and in the manner specified in the Contract, the Contract Price for the Works and the VAT and other amounts (if any) payable; |
| * + 1. fulfil other obligations under the Contract. |
| * 1. **During the period of provision of the Services, the Customer shall:** |
| * + 1. not to adjust the Power Plant arbitrarily without the Contractor's knowledge and permission. The Contractor may withhold such permission only for objective reasons; |
| * + 1. not to adjust or attempt to influence in any way the solar energy metering devices for their own benefit and/or to take any other action that may distort the metering data; |
| * + 1. provide all necessary facilities for the Contractor or third parties engaged by the Contractor to have access to the Facility and the Power Station by giving the Contractor at least 3 working days' notice of such need; |
| * + 1. pay for the Services provided by the Contractor in accordance with the procedures set out in the Contract; |
| * + 1. fulfil other obligations under the Contract. |
| * 1. The Client confirms that it is not aware of any event or circumstance that may have affected the strength of the roof structure and undertakes to provide the Contractor with all the information and documentation requested by it. |
| * 1. **The Contractor undertakes to:** |
| * + 1. to perform the Works in accordance with the procedures and on the terms and conditions set out in the Contract, including, but not limited to, the delivery, installation and handover of the Power Plant, and to perform the Works within the time limits specified in the Contract SD, except as provided in the Contract; |
| * + 1. after completion of the Works, test, inspect, check, adjust, commission the installed Power Plant at its own risk, in the presence of the Customer and/or its representative, in order to give the Customer the opportunity to verify the quality of the Works. If the Customer and/or its representative has doubts about the quality of the Works, it shall have the right to refuse to sign the interim or final Acceptance Certificate and to require that any deficiencies found during the tests be remedied; |
| * + 1. to ensure the proper functioning of the Power Plant during the period of provision of the Services. For this purpose, the Contractor, within the scope of the Services specified in the Contract SD, undertakes to perform all actions, works, services and repairs of the Power Plant in order to ensure that the Power Plant functions properly and to achieve a guarantee of generation of the Power Plant at least equal to that specified in the Technical Specification and the Contractor's Tender Proposal. The actions, works and services referred to in this clause are included in the price of the Services as specified in the Contract SD. For the avoidance of doubt, it is hereby confirmed that the Customer shall not be obliged to pay any additional amounts and/or reimburse the Contractor for any costs incurred by the Contractor, including replacements of necessary parts and/or equipment, other than the payments for the Services to the Contractor as provided for in the Contract, unless the need for the repair of the Power Plant has arisen as a result of a breach by the Customer of its obligations under the Contract due to its fault; |
| * + 1. ensure that the solar energy metering devices produced during the lifetime of the Contract are functioning properly and on time, and are subject to metrological checks in accordance with legal requirements; |
| * + 1. not to adjust or attempt to influence in any way the solar energy metering devices for their own benefit and/or to take any other action that may distort the metering data; |
| * + 1. monitor the performance of the Power Plant, compare it with other solar power plants operating under similar conditions, and respond to any deviations in the Power Plant's performance from the standard operation by visiting the Site; |
| * + 1. agree with the Customer the timing of the performance of the Services; |
| * + 1. To provide a report on the Services provided within the time limits set out in the Contract and the Technical Specification; |
| * + 1. to carry out the Works and provide the Services, ensuring compliance with fire safety, hygiene, occupational safety, environmental protection and other requirements set out in the Laws, as well as the optimum and professional organisation of the Works, the safe operation of equipment and the use of the results of the Works for the purpose for which they are intended, and ensuring that the property of the Customer or third parties is not damaged or their legitimate interests are not prejudiced; |
| * + 1. Provide Guarantee Service during the Guarantee Period. If a fault in the Electrical Plant is found to be caused by a fault outside the Warranty Period and outside the period of the Services, the cost of the Electrical Plant's troubleshooting incurred by the Contractor, as agreed in advance with the Customer, shall be paid by the Customer during the Warranty Period; |
| * + 1. during the entire Warranty Period, to provide the Warranty Service within 10 (ten) days of being notified of a Warranty Event, either on its own or through third parties, at its own cost and effort. If the Contractor determines that the repair of the Warranty Fault will take more than 10 (ten) working days or repair is not possible, the Contractor shall, at its own expense, provide a safe working environment at the location of the Power Plant and replace and install the same (identical or equivalent) technically sound Power Plant no later than 45 (forty-five) working days from the moment of notification of Warranty fault/malfunction of the Power Plant, and shall reimburse the Customer's direct costs incurred as a result of the Power Plant not being in service. The occurrence of a warranty event during the period of the provision of the Services shall not relieve the Contractor from the proper performance of the warranty for the generation of the Power Plant; |
| * + 1. fulfil other obligations under the Contract. |
| * 1. **The Contractor undertakes to ensure that:** |
| * + 1. The power plant is in good working order and complies with safety standards and legal requirements, as well as the manufacturer's technical specifications; |
| * + 1. comply with all requirements of the Laws before and during the commencement of the Works and the provision of the Services; |
| * + 1. use its own or a third party's equipment and materials that are necessary for the performance of the Works and the provision of the Services. The materials and equipment used by the Contractor or a third party shall comply with the applicable standards, statutory requirements, and shall have the necessary certificates if required by Law. The Contractor shall be responsible for the quality of the Works and Services performed and the materials used and for compliance with the requirements normally applicable to such Works, Services and materials |
| * + 1. guarantee that the Customer's representative responsible for the supervision of the Works and Services shall have the right to inspect the Works and the provision of the Services without hindrance during the course of the Works and the provision of the Services, and to have access to the documentation of the materials and equipment used for the Works and Services; |
| * + 1. to keep the site of the Works and Services free from waste and to clean up the site comprehensively after the completion of the Works and Services (to clean up the environment at its own expense, to remove the waste and construction debris from the Works and Services, to remove unused materials, tools and equipment, to remove construction equipment) before the handover of the Works and the results of the Works and the Services to the Customer and after the provision of the specific Services; |
| * + 1. to provide the warranty specified in the Contract for the Works and Services performed and handed over to the Client and for the materials supplied by the Contractor, and to fulfil all obligations arising therefrom; |
| * + 1. to remedy, free of charge, at its own expense, risk and responsibility, any defects in the Works and Services or materials identified by the Customer. |
| * + 1. guarantee the generation of the Power Plant for the duration of the Services |
| * + 1. to fulfil any other obligations under this Agreement and under the Laws. |
| * 1. **The works shall be deemed to have been fully provided when all the following conditions have been met:** |
| * + 1. The property is fully equipped with a power plant and all related works; |
| * + 1. all necessary documents have been submitted to the Operator for the connection and use of the Power Plant; |
| * + 1. The power plant has been connected to the Site's local grid and interconnected to the Existing Power Plant and its operation has been checked; |
| * + 1. The Customer shall be provided with a certificate issued by VERT on the technical condition of the Power Plant. |
| 1. **POWER GENERATION GUARANTEE** |
| * 1. The Contractor undertakes to provide a guarantee of the Generation of the Power Plant at least equal to the guarantee specified in the Contractor's Tender Proposal. |
| * 1. In the event that the Annual Electricity actually produced during a calendar year is more than 10 percent less than the estimated average annual electricity production indicated in the Contractor's proposal in the Tender, the Contractor shall pay the Customer compensation calculated as follows: K= (A - B) x C, where: K - the amount of the compensation payable by the Contractor to the Customer, in EUR; A - the annual volume of electricity the Contractor is committed to achieve, as specified in the Contractor's bid; B - the annual volume of electricity actually produced; C - the annual average price of electricity purchased by the Customer from the electricity supplier (ct/kWh) or the price of electricity contained in the Customer's contract with the electricity supplier, applicable in the event that no electricity has been purchased from the electricity supplier during the Annual Period. |
| * 1. For the sake of clarity, the Parties agree that if the calculated K (the amount to be compensated) has a minus sign, then the Client shall be deemed to have suffered no loss and the Contractor shall not be liable to pay any sums. If K (the amount to be compensated) is a positive figure, the Contractor shall pay the Customer compensation for the unproduced quantity. |
| 1. **INSURANCE** |
| * 1. The Contractor shall be obliged to take out, at its own expense and responsibility, insurance contracts, which are required by the provisions of the Construction Law and other Laws. |
| * 1. The Contractor shall maintain civil liability insurance throughout the duration of the Contract. The civil liability insurance contract shall meet the following minimum requirements: |
| * + 1. The following liabilities are insured: |
| * + - 1. Operational liability for construction/assembly/installation work; |
| * + - 1. Operational liability for servicing, maintaining and repairing installed equipment; |
| * + 1. The territory of validity of the insurance contract must be the entire Republic of Lithuania |
| * + 1. The sum insured must be at least €250,000 per occurrence and in aggregate under the insurance contract. |
| * + 1. The deductible (excess) provided for in the insurance contract does not exceed €600. |
| * + 1. If the Contractor engages third parties for the performance of the Contract to perform part or all of the Works or to provide the Services, the third parties shall be included as additional insureds in the insurance contracts for the liabilities listed in Clause 5.2.1 of the Contract. |
| 1. **CONTRACT PRICE AND PAYMENT ARRANGEMENTS** |
| * 1. The Contract price is set out in the Contract SD. The Contract Price is subject to change in the cases specified in the Contract. |
| * 1. The Contract Price includes the price of the Power Plant and the Works and the cost of providing the Services, all charges and taxes, excluding VAT. |
| * 1. VAT will be calculated and paid in accordance with the law in force at the time the VAT becomes chargeable. In the event of a change in the VAT rate provided for in the Laws in force in the Republic of Lithuania, the Contract Price shall remain unchanged. The VAT payable shall be recalculated in accordance with the change in the VAT rate |
| * 1. The Customer shall pay the Contract Price, the Advance Payment and the VAT in accordance with the Payment Procedure set out in the Contract SD. |
| * 1. The Contractor shall submit VAT invoices to the Client in the following order: |
| * + 1. within 5 (five) working days from the date of entry into force of the Contract, provide the Customer with a prepaid VAT invoice stating the amount of the Advance Payment due. |
| * + 1. within 5 (five) working days from the date of signing of the interim Acknowledgement of Acceptance of Handover, submit to the Customer interim VAT invoices for interim payments in accordance with the Payment Procedure set out in the Contract SD. |
| * + 1. within 15 (fifteen) working days from the date of signing of the Handover-Acceptance Certificate, submit to the Customer a VAT invoice detailing the amounts due: the Contract Price for the Works, less the Advance Payment, any interim payments made, as well as additional amounts due, if any, agreed between the Parties; |
| * + 1. within 5 (five) working days after the end of the current month during which the Services were provided; |
| * 1. The VAT Invoice shall be deemed to have been delivered to the Customer on the third (3rd) working day after dispatch, in the case of a VAT Invoice sent by registered post, and on the next working day after the VAT Invoice has been sent by email. |
| * 1. All payments shall be made electronically to the bank account specified by the Contractor only between the Client and the Contractor in accordance with payment documents issued by the Contractor. |
| * 1. The Parties shall have the right to modify the Contract Price by agreement between the Parties if circumstances arise after the date of entry into force of the Contract which could not have been foreseen in advance due to changes in the actual size or parameters of the installed Power Plant, the need for additional Works due to inadequate wiring, inadequate local network of the Facility, the condition of the roof of the building of the Facility, or any other circumstances which could not have been foreseen at the time of signing the Contract, and the specified additional Works are necessary for the performance of the Contract. In such case, the Contract Price may be amended by agreement between the Parties, taking into account the impact on the Contract Price of the grounds referred to in this Clause. |
| 1. **CHANGES** |
| * 1. The Parties expressly agree that the following shall not be considered Modifications: (i) additional plans/drawings and/or instructions provided by the Client to the Contractor during the performance of the Contract, which are necessary for the performance of the Works, which do not alter the Technical Specifications and do not require additional costs and/or lead time to implement, and which the Contractor undertakes to follow in the performance of the Works; (ii) instructions to modify the documentation (or any part thereof) prepared by the Contractor and/or to redesign/redesign the Works (or any part thereof) to comply with the requirements of the Technical Specifications and the Contractor's Bid; (iii) any other works necessary for the proper execution of the Works and/or the remedying of defects; (iv) any increase or decrease in the scope of the Works or in the materials and costs required for their execution due to the Contractor's method, manner and form of execution of the Works; (v) if the Contractor determines that there is a conflict between the requirements set out in the Technical Specifications, the Contractor shall obtain the Employer's written consent to the performance of the relevant Works before performing the relevant Works; (vi) changes to the Technical Design necessary to meet the requirements of the Technical Specifications, if these are relevant to the performance of the Works. |
| * 1. During the performance of the Contract, either Party, i.e. both the Client and the Contractor, may initiate Modifications. Information on the initiation of Modifications shall always be in writing. Modifications may include, but are not limited to: |
| * + 1. the performance of additional works that are not necessary for the Contractor's performance of the Works in accordance with the Technical Specification; |
| * + 1. Changing the type, quality or kind of work; |
| * + 1. modifying the materials used. |
| * 1. In all cases, changes shall be agreed by mutual written agreement between the Parties prior to commencement of the changes, which shall include the cost of the changes (if any), the terms of the changes and the effect of the changes on the timetable for completion of the Works. |
| * 1. For the sake of clarity, the Parties agree that in all cases, the Works shall be deemed to be Changes only if the Parties expressly agree in writing that the Works shall be deemed to be Changes, and to the price and terms of performance thereof |
| * 1. At the Customer's request, the Contractor shall, within 10 (ten) working days from the date of the Customer's request, submit to the Customer a proposal for the execution of the Substitution. If the Contractor's proposal for the Variation, its impact on the Contract Price or the time for performance of the Works is unacceptable, the Customer shall have the right to refuse to carry out the Variation. |
| * 1. The Customer shall respond to the Contractor regarding the Change no later than 10 (ten) working days after the Contractor's written request for the necessity of the Change. If the Customer fails to provide the Contractor with a written response regarding the performance of the Alteration within the period specified in this clause, the Customer shall be deemed not to have agreed to and not to be obliged to pay for such Alteration and the Contractor shall not be obliged to perform the works. |
| 1. **DELIVERY OF THE POWER PLANT, GUARANTEES FOR THE POWER PLANT AND WORK AND SERVICES** |
| * 1. The Contractor undertakes to deliver the Electrical Plant and to perform the Works no later than the dates agreed in the Contract SD. |
| * 1. If the Customer is not able to accept the Power Plant and the Work result at the time agreed between the Parties due to objective circumstances, the Customer undertakes to immediately inform the Contractor of another contact person who is entitled to accept the Power Plant and the Work result on behalf of the Customer or to agree with the Contractor on a different date and time for acceptance of the Power Plant and the Work result. |
| * 1. The Contractor confirms that the Electrical Plant and the Works are subject to the Warranty Period as set out in the Contract SD. The Warranty Period shall commence from the moment of signing the Act of Acceptance of the Power Plant. |
| * 1. The Contractor shall perform the Warranty Service of the Power Plant throughout the Warranty Period specified in the Contract SD. |
| * 1. In the event of disputes concerning defects in the quality of the Electricity Plant which may have contributed to the defects in the Electricity Plant, an independent expert shall be invited by mutual agreement of the Parties, the costs of which shall be borne by the unsuccessful Party. |
| 1. **PROCEDURE FOR TRANSFER OF ELECTRICAL AND WORK RESULT** |
| * 1. The Power Plant and the result of the Works shall be handed over to the Customer by means of the Handover and Acceptance Acts at the following times: |
| * + 1. The Contractor, after installing the rooftop part of the Power Plant and connecting it to the local network of the Facility, and after performing all other related actions, as a result of which the Customer may properly operate the said part of the Power Plant, shall, within two (2) working days, submit to the Customer an interim Act of Acceptance, whereby the Contractor shall hand over to the Customer the equipment of the rooftop part of the Power Plant and the intermediate result of the Works. The said Interim Acceptance Deed shall be signed and shall only transfer the equipment of the rooftop part of the Electrical Power Plant and the Interim Work Result if, among other things, it is ensured that the specified part of the Electrical Power Plant is capable of generating electricity in accordance with the technical characteristics of the part of the Electrical Power Plant to be transferred and with the specifications contained in the Contractor's Proposal and the Contract. |
| * + 1. The Contractor, after installing the Power Plant on the Site and connecting it to the local network of the Site, and after performing all other related actions, as a result of which the Customer may properly operate the said Power Plant, shall, within 2 (two) working days, submit to the Customer an interim Act of Acceptance, whereby it shall hand over to the Customer the equipment for the Power Plant on the Site and the interim result of the Works. |
| * + 1. The Contractor, having completed all the Works specified in the Contract, on the basis of which the entire Power Plant can be put into operation, and having received the certificate of technical condition of the Power Plant issued by VERT, shall submit to the Customer, within two (2) working days, the final Act of Acceptance, by which it shall hand over the final result of the Works. |
| * + 1. By signing the Acceptance Acts, the Customer confirms its acceptance of the part of the Power Plant and the result of the Works to be handed over or submits comments to the Contractor, specifying the deficiencies, not later than within 2 (two) working days from the date of receipt of the interim or final Acceptance Act. If the Employer has made comments, the Contractor shall, taking into account these comments, remedy the deficiencies within 2 (two) working days or such other period as the Parties may agree, and shall provide the Employer with an updated interim or final Acceptance of Handover Certificate. The Client shall sign the received interim or final Act of Acceptance within 2 (two) working days. |
| * + 1. The risk of accidental loss and damage to the part of the Power Plant transferred by the Interim Acceptance Certificate shall pass to the Customer upon the signing of the Interim Acceptance Certificate and upon payment of the payment in accordance with the procedure set out in the Contract Schedule. |
| * + 1. All materials used and the result of the Works shall pass to the Customer together with the part of the Power Station and the Works. The Contractor shall, together with the final Act of Handover and Acceptance, hand over to the Customer the instruction manual for the use of the Power Plant and other documents related to the Power Plant (Technical Design, etc.). |
| 1. **RESPONSIBILITY OF THE PARTIES** |
| * 1. If the Contractor fails to perform or improperly performs its obligations under this Contract, which are secured by the performance security, or if the Contract is terminated unilaterally due to the fault of the Contractor, the Client shall have the right to use the performance security provided to it. Before making a claim for payment under the performance security, the Client shall give notice to the Contractor and shall specify the breach for which it is making such a claim. |
| * 1. If the Contractor is delayed in installing the Power Station and/or performing the Works within the time limit set out in the Contract SD, except where the Contractor is unable to do so due to the fault of the Customer, the Contractor shall pay to the Customer a default interest of 0.05% of the part of the Contract Price proportionate to the undelivered and delayed Works for each day of the delay. |
| * 1. The Contractor who fails to guarantee the generation of the Power Plant during the period of provision of the Services shall pay, at the Customer's request, a penalty calculated by multiplying the amount of electricity (kWh) not generated by EUR 0.07/kWh. The above calculation shall be carried out in the month following the expiry of the Service provision period, in accordance with the formula: K= (A - B) x C, where: K - the amount of the penalty payable by the Contractor to the Customer, in EUR; A - the amount of electricity generated during the period of Service provision, as committed to be guaranteed by the Contractor's Tender Offer; B - the amount of electricity actually generated during the period of Service provision; C - the coefficient of EUR 0,07/kWh. |
| * 1. If the Client fails to comply with the payment procedure set out in the Contract SD, except where the Client is unable to do so due to the fault of the Contractor, the Client shall pay to the Contractor a default interest of 0.05% of the amount of the delayed payment for each day of delay. |
| * 1. In the event of late payment, any amount transferred by the Customer, regardless of the purpose of the payment, shall be set off first against the accrued interest (payment). Only after full payment of the liquidated damages shall the other amounts be set off as payment of the arrears. |
| * 1. For breaches of the Contract other than those referred to in Clauses 10.1-10.3 and 10.11 of the Contract, the Contractor shall pay to the Client a default interest of 0.01% of the Contract price for each day of breach of the Contract. |
| * 1. The Agreement may be terminated by mutual agreement of the Parties. |
| * 1. A Party shall have the right to unilaterally terminate the Contract by giving 30 (thirty) calendar days' written notice to the other Party if the other Party commits a material breach of the Contract. Material breaches of the Contract shall be understood as defined in the Civil Code of the Republic of Lithuania. |
| * 1. The Contractor shall have the right to unilaterally terminate this Agreement by giving the Client at least ten (10) calendar days' written notice where the Client: |
| * + 1. fails to provide all the information requested under the Contract, or provides incorrect information, which makes the performance of the Contract impossible and the Client, after a separate written warning from the Contractor, fails to comply with the obligation within an additional period of 20 (twenty) working days; |
| * + 1. does not agree to comply with the requirements set out in the Operator's technical conditions for the connection of the Power Plant for the proper connection of the Power Plant. In this case, the Customer shall be refunded the Advance Payment paid by the Customer and all other payments made by the Customer; |
| * 1. The Client shall have the right to unilaterally terminate this Agreement by giving the Contractor not less than 30 (thirty) calendar days' written notice where: |
| * + 1. The Contractor has not yet started any activities prior to the delivery of the Power Plant (or part thereof). In such case, the Advance Payment paid by the Customer shall be non-refundable. |
| * + 1. The Client shall have the right to unilaterally terminate this Contract by giving the Contractor ten (10) calendar days' written notice and to require the Contractor to indemnify the Client against any loss suffered by the Client if the Contractor fails to provide a performance security within the time limit specified in Clause 12.1 of this Contract or fails to provide a new performance security within the time limit specified in Clause 12. |
| * 1. In the event that the Contractor unlawfully unilaterally terminates the Contract before the commencement of the term of provision of the Services and/or during the period of provision of the Services, the Contractor shall be liable to pay a penalty calculated according to the formula K= A x C, where K - the amount of the penalty payable by the Contractor to the Customer in euros; A - the amount of electricity production committed to be ensured during the period of provision of the Services as specified in the Contractor's tender proposal; C - the coefficient of EUR 0.07/kWh. |
| * 1. The Parties declare that the liquidated damages provided for in this Agreement are considered fair and reasonable and agree that they shall not be reduced, irrespective of whether part of the obligation is fulfilled. The Parties further acknowledge that the amount of the liquidated damages shall be deemed to be the minimum undisputed amount of the loss suffered by the injured Party which the other Party shall be liable to compensate to the injured Party as a consequence of the breach/non-compliance of the Contract, without the need for proof of the amount of such loss. |
| * 1. The payment of damages and liquidated damages shall not relieve a Party from the due performance of the provisions of the Contract. |
| 1. **AN IRRESISTIBLE FORCE** |
| * 1. Either Party shall be excused from liability for non-performance or improper performance of its contractual obligations if it proves that such non-performance or improper performance was due to force majeure circumstances beyond its reasonable control and foreseeable at the time of conclusion of the Contract and that it could not have prevented the occurrence of such circumstances or their consequences. The Parties agree to consider force majeure circumstances as regulated in Article 6.212 of the Civil Code of the Republic of Lithuania and in the Rules on Exemption from Liability in the Event of Force Majeure approved by the Government of the Republic of Lithuania by Resolution No 840 of 15 July 1996. |
| * 1. A Party that is prevented from fulfilling its contractual obligations by force majeure must inform the other Party in writing without delay, but no later than 5 (five) working days after the occurrence or manifestation of such circumstances, specifying the circumstances of the force majeure and the contractual obligations that it will be prevented from performing. In this case, if both Parties accept that the circumstances are to be considered as force majeure, the performance of the contractual obligations shall be deemed to be suspended on reasonable grounds until such time as the circumstances referred to above have ceased to exist. If the other Party does not receive such notification within a period of 5 (five) working days after the non-performing Party became aware or should have become aware of the force majeure circumstances, the latter Party shall be liable to compensate the other Party for the loss suffered as a consequence of the non-receipt of the notification. A Party that fails to notify the other Party of force majeure in time may not rely on the circumstances of force majeure as a ground for exemption from liability for non-performance of the Agreement. The notice shall specify: |
| * + 1. force majeure circumstances that led to the non-performance of a specific obligation; |
| * + 1. all possible evidence of force majeure available to the Party experiencing the force majeure. In the event that additional evidence of force majeure is received by the Party experiencing the force majeure after the date of notification to the other Party, all such evidence shall be provided to the other Party as soon as possible; |
| * + 1. the start and expected (probable) end of a force majeure event; |
| * + 1. the effect of force majeure on the performance of that term of the Contract, as well as on the performance of the other terms of this Contract. |
| * 1. In the event of force majeure, a Party shall be excused from the performance of its contractual obligations for the entire duration of the said circumstances, but no longer than four (4) months from the time when the Party became aware or should have become aware of the force majeure. |
| * 1. Upon termination of the force majeure, the Party that has been prevented from fulfilling its contractual obligations due to the force majeure shall notify the other Party immediately, but not later than within 3 (three) working days, and shall resume the performance of its contractual obligations, unless the Parties have agreed otherwise. A Party failing to notify the termination of the above circumstances and/or to resume performance of its contractual obligations in accordance with the procedure set out in this clause shall be liable to compensate the other Party for any loss suffered as a result of the failure to notify. |
| * 1. Where a Party fails to perform its contractual obligations for more than 4 (four) months as a result of force majeure, the other Party shall have the right to terminate or suspend the Contract by giving written notice to the non-performing Party. |
| * 1. Termination of the Contract shall not invalidate the obligation to pay for the works performed and/or goods delivered and/or works carried out prior to the termination of the Contract, nor the right of the other Party to claim liquidated damages and damages for non-performance or improper performance of the Contract prior to the occurrence of Force Majeure circumstances. |
| 1. **PERFORMANCE SECURITY** |
| * 1. The Contractor shall provide the Client with a performance security within 5 (five) working days of the date of signature of the Contract. The requirements for the submission, content and form of the performance security shall be as follows: |
| * + 1. The performance of the Contract shall be guaranteed by a bank guarantee from a bank registered in the Republic of Lithuania or abroad or by a letter of guarantee from an insurance company registered in the Republic of Lithuania or abroad (to be submitted together with a duly endorsed copy of the surety insurance certificate (policy)). |
| * + 1. The amount of the performance security is 3% of the contract price**.** Period of validity - the period of performance of the Works until the signing of the final Acceptance and Handover Certificate. In the event that the period of performance of the Works is extended, the Contractor shall be required to provide a new (or extended) Performance Security for the new period of validity. The subject matter of the guarantee shall be any breach, partial or total non-performance or improper performance of the Contractor's obligations under the Contract and its Annexes. Payment by the Contractor to the Client of the amount specified in the performance security shall not be deemed to constitute full indemnification of the Client for any loss suffered by the Contractor and shall not relieve the Contractor of its obligation to indemnify the Client in full. |
| * + 1. Conditions and procedure for payment of the amount of the Contract performance security to the Client: within 10 (ten) working days from the first written notification by the Client to the Guarantor of the Contractor's breach, partial or total non-performance, or inadequate performance of its obligations under the Contract. The Guarantor shall not be entitled to require the Customer to substantiate its claim. The Client shall state in the notice to the Guarantor that the amount of the guarantee is due to it because of the Contractor's partial or total non-performance of the terms of the Contract or any other breach of contract. |
| * + 1. If the Client makes use of the performance security, the Contractor shall, in order to continue to perform the obligations under the Contract, provide the Client with a new performance security within ten (10) working days for an amount not less than the amount specified in Clause 12.1.2 of this Contract. Subsequent amendments or additions to the Contract Documents shall not affect the enforceability or scope of the Guarantor's obligations under the Performance Bond and shall not relieve the Guarantor from full performance of its obligations under the Performance Bond. |
| 1. **OTHER TERMS OF THE CONTRACT** |
| * 1. Unless otherwise specified, amendments to the Contract shall enter into force on the date of signature and shall remain in force until the obligations of the Parties have been fully performed. |
| * 1. The Parties shall inform each other 5 (five) calendar days in advance of any planned and ongoing public communication activities directly related to this Agreement (its signing, execution), coordinate press releases, promotional materials and other public information related to this Agreement, using the e-mail addresses indicated in the details of this Agreement. |
| * 1. The Parties agree that the provisions of the Contract may be amended and/or supplemented only by written agreement of both Parties, confirmed by the signatures of both Parties. |
| * 1. The Parties undertake to inform each other in writing at least 3 (three) working days in advance of any changes in the data / particulars specified in the Contract. A Party failing to comply with these requirements may not claim or counterclaim that the other Party's actions taken under the last known details do not comply with the terms of the Contract, or that it has not received notices sent under those details. |
| * 1. If any provision of this Agreement is or becomes partially or wholly invalid, it shall not invalidate the remaining provisions of this Agreement. In such event, the Parties agree to use their best endeavours to replace the invalid provision with a legally enforceable provision which, as far as possible, will have the same effect as the replaced provision. |
| * 1. This Agreement does not constitute an agreement to use the Parties' trademarks and, therefore, during the term of the Agreement and thereafter, the use of the Parties' trademarks to any extent and for any purpose is prohibited. The use of a Party's trade marks shall be subject to the written consent of the other Party to the use of a particular trade mark, which shall set out the specific terms and conditions for the use of the trade mark. |
| * 1. All relations between the Parties arising out of this Agreement and not contemplated by its terms shall be governed by law. |
| * 1. The Parties undertake to resolve any disputes concerning the performance of this Agreement by negotiation. If the Parties are unable to resolve such disputes by negotiation within 30 (thirty) calendar days, they shall be settled in the courts of the Republic of Lithuania in accordance with the procedure established by the legislation. The Parties hereby establish the jurisdiction of this Contract in accordance with the Customer's place of business. |
| * 1. The Contract shall be deemed to have entered into force after it has been approved by signatures of both Parties to the Contract and after the Contractor has provided the performance security referred to in Clause 12.1 of the Contract and shall remain in force until the Parties have fully performed their obligations. The time limit for the entry into force of the Contract referred to in this clause shall not affect the liability of the Contractor under clause 10.10.2 of the Contract. |
| * 1. The Parties shall sign the Agreement in duplicate (one for each Party) or exchange separately signed digitised copies of the Agreement. The exchange of separately signed digitised copies of the Contract by means of electronic mail or electronic signatures shall be deemed to be a proper (legally effective) method of authentication of the Contract by means of signatures, and both copies shall have equal legal effect. The Contractor may, upon request of the Client, provide the Client with the original of the Contractor's signed copy of the Contract and vice versa. A facsimile signature shall be recognised as a valid signature of the Party. |
| * 1. The Parties agree that the signed Agreement shall be exchanged by email, post or face-to-face meeting. |

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| --- | --- |
| UZSAKOV | RANGOV |
| (name and surname of representative, signature) | (name and surname of representative, signature) |

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| **SOLAR POWER PLANT INSTALLATION AND MAINTENANCE SERVICES CONTRACT NO.** |
| SPECIAL PART |
| 2023 [month] [day], [place] |
| **I. DATA OF THE CUSTOMER** |
|  |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| TITLE | | [insert] | | | | |
| COMPANY CODE | | [insert] | | | | |
| PVD TAX IDENTIFICATION NUMBER | | [insert] | | | | |
| REGISTRATION ADDRESS | | [insert] | | | | |
| CURRENT ACCOUNT, BANK | | [insert] | | | | |
| EL. MAIL FOR BILLS | | vytautas.venskevicius@devold.lt | | | | |
| PERSON SIGNING THE CONTRACT | | Tor Jonsson | | | | |
| BASIS FOR REPRESENTATION | | [insert] | | | | |
| AUTHORISED PERSON FOR THE PERFORMANCE OF THE CONTRACT | | [insert] | | | | |
| PHONE | | [insert] | | | | |
| E-MAIL | | [insert] | | | | |
| **II. CONTRACTOR DATA** | | | | | | |
| TITLE | | [insert] | | | | |
| COMPANY CODE | | [insert] | | | | |
| PVD TAX IDENTIFICATION NUMBER | | [insert] | | | | |
| REGISTRATION ADDRESS | | [insert] | | | | |
| CURRENT ACCOUNT, BANK | | [insert] | | | | |
| PERSON SIGNING THE CONTRACT | | [insert] | | | | |
| BASIS FOR REPRESENTATION | | [insert] | | | | |
| AUTHORISED PERSON FOR THE PERFORMANCE OF THE CONTRACT | | [insert] | | | | |
| PHONE | | [insert] | | | | |
| EL. EMAIL | | [insert] | | | | |
| **OBJECT DATA** | |  | | | | |
| NAME AND ADDRESS OF THE SUBJECT SITE | | [insert] | | | | |
| UNIQUE NUMBER OF THE OBJECT PLOT | | [insert] | | | | |
| NAME AND ADDRESS OF THE BUILDING | | [insert] | | | | |
| UNIQUE BUILDING NUMBER OF THE OBJECT | | [insert] | | | | |
| **III. POWER PLANT DATA** | | | | | | |
| No. | Power plant equipment | | Manufacturer | Model | | Quantity, pcs. |
| **Part of a power station on the roof of the building of the Facility** | | | | | | |
| 1. | MODULES | | [insert] | [insert] | | [insert] |
| 2. | CHANGES | | [insert] | [insert] | | [insert] |
| 3. | CONSTRUCTION | | [insert] | [insert] | | [insert] |
| THE PLANNED POWER OUTPUT OF THE POWER PLANT | |  | | | | |
| CONNECTION TYPE | | Producing consumer | | | | |
| **Part of the power plant on the plot** | | | | | | |
| 1. | MODULES | | [insert] | [insert] | | [insert] |
| 2. | CHANGES | | [insert] | [insert] | | [insert] |
| 3. | CONSTRUCTION | | [insert] | [insert] | | [insert] |
| THE PLANNED POWER OUTPUT OF THE POWER PLANT | |  | | | | |
| CONNECTION TYPE | | Producing consumer | | | | |
| EXISTING POWER PLANT | | | | | | |
| 1. | MODULES | Amerisolar | | | AS-6P30, 280 Wp | 1071 |
| 2. | CHANGES | Sungrow | | | SG36KTL-M | 7 |
| 3. | CONSTRUCTION | Corab | | | PB-068 | 1071 |
| THE INSTALLED CAPACITY OF AN EXISTING POWER PLANT | | 299,880 kW | | | | |
| **IV. MAIN PROVISIONS OF THE CONTRACT** | | | | | | |
| CONTRACT PRICE (EXCLUDING VAT) | |  | | | | |
| AMOUNT OF THE ADVANCE PAYMENT | | 10% of the Contract Price for the Works, i.e. [insert] | | | | |
| PAYMENT ARRANGEMENTS | | 10% of the price of the Works as defined in the Contract Price, i.e. EUR [insert] Advance payment to be made within 5 (five) working days of the submission of the VAT invoice in advance in accordance with the procedures set out in the Contract GC.  Payment of 30% of the Contract Price for the Works, i.e. EUR [insert], shall be made within 5 (five) working days from the date of submission of the interim VAT invoice following the signing of the interim Acceptance of Handover referred to in clause 6.1.1 of the Contract GC.  payment of 40% of the price of the Works as defined in the Contract Price, i.e. EUR [insert], shall be made within 5 (five) working days from the date of submission of the interim VAT invoice following the signing of the interim Acceptance of Handover Deed referred to in clause 6.1.2 of the Contract GC.  payment of 20% of the price of the Works as defined in the Contract Price, i.e. EUR [insert], shall be made within 5 (five) working days from the date of submission of the interim VAT invoice following the signing of the final Acceptance of Handover Act referred to in clause 6.1.3 of the Contract GC.  [insert] EUR monthly fee for the duration of the Services (36 months) starting from the date of signing of the final Acceptance and Handover Deed. | | | | |
| THE DEADLINE FOR COMPLETING THE WORK | | The time limit for completion of the Works referred to in Clause 9.1.1 of the Contract is 3 months. This time limit may be extended once for a period of 2 months by agreement between the Parties. Extension of the period shall be justified by objective circumstances. The Parties understand and agree that the Customer is not obliged in any way or to any extent to agree to any extension of the time limit.  The time limit for the works referred to in clause 9.1.2 of the Agreement is 12 months. This time limit may be extended once for a period of 2 months by agreement between the Parties. Extension of the period shall be justified by objective circumstances. The Parties understand and agree that the Customer is not obliged in any way or to any extent to agree to any extension of the time limit.  The time limit for completion of the works referred to in clause 9.1.3 of the Agreement is 12 months. This time limit may be extended once for a period of 2 months by agreement between the Parties. Extension of the period shall be justified by objective circumstances. The Parties understand and agree that the Customer is not obliged in any way or to any extent to agree to any extension of the time limit. | | | | |
| Timeframe for services | | 36 months from the date of signing of the final Acceptance and Handover Certificate. | | | | |
| **Warranty period** | | | | | | |
| QUALITY OF WORK | | [insert] year | | | | |
| MODULES | | [insert] year | | | | |
| CHANGERS | | [insert] year | | | | |

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| UZSAKOV | RANGOV |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name and surname of representative, signature) | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  (name and surname of representative, signature) |