

UAB „GLASSBEL BALTIC“

Pramonės g. 11, LT-94102 Klaipėda, Lietuva
tel.: +370 (46) 416 380, faks.: +370 (46) 416 389
solutions@glassbel.com, www.glassbel.com

„GLASSBEL BALTIC“ JSC

11, Pramones str., LT-94102 Klaipėda, Lithuania
tel.: +370 (46) 416 380, fax.: +370 (46) 416 389
solutions@glassbel.com, www.glassbel.com

GENERAL TERMS AND CONDITIONS
UAB “GLASSBEL BALTIC”

Valid from 19.09.2018

1. General terms

- 1.1. These general terms and conditions (the “**GTCs**”), as valid on the date of signing of an order confirmation, become an inseparable part of the order confirmation signed between UAB “GLASSBEL BALTIC” (with a legal entity code 300630728) and with a registered office at 11, Pramones str., LT-94102, Klaipėda, Lithuania) (the “**Seller**”) and the buyer indicated in the order confirmation (the “**Buyer**”) (the “**OC**”) (the GTCs and the OC, collectively, the “**Agreement**”).
- 1.2. The GTCs may be consulted at www.glassbel.com/legal. Upon written request of the Buyer, the Seller shall submit to the Buyer a copy of the GTCs.

2. Subject-matter

- 2.1. Upon conclusion of the Agreement, the Seller shall manufacture and transfer to the Buyer the products indicated in the OC by the right of ownership, and the Buyer shall accept them and pay for them the price indicated in the OC.

3. Representations; acknowledgements

- 3.1. Each party represents:
 - 3.1.1. that it has read and has understood all the terms of the Agreement;
 - 3.1.2. that the terms of the Agreement are justifiable, reasonable and fair;
 - 3.1.3. that it has individually discussed (negotiated) or has had an opportunity to individually discuss (negotiate) all terms of the Agreement with the other party, and accepts them; and
 - 3.1.4. that it is duly authorized to conclude the Agreement.
- 3.2. Each party represents and acknowledges that under the Agreement the Seller sells to the Buyer the products indicated in the OC, and the Buyer buys them from the Seller to meet the Buyer's business needs or other needs not related to personal, family or household needs of the Buyer.

4. Project Quotes

- 4.1. Before concluding the Agreement, the parties may exchange one or more project quotes. Each project quote is subject to its terms.
- 4.2. Upon a separate written agreement between the parties or any other request of the Buyer, the Seller may order and (or) purchase raw materials for the purposes of the project indicated in the project quote.
- 4.3. The Buyer shall ensure that the raw materials ordered and (or) purchased by the Seller are consumed within reasonable term, but not later than within their term of fitness for use, by way of orders for products submitted by the Buyer to the Seller.
- 4.4. The risk related to a failure to consume the raw materials ordered and (or) purchased by the Seller falls to the Buyer; the Buyer shall compensate to the Seller for losses suffered for this reason.

5. Orders

- 5.1. An order for products submitted by the Buyer to the Seller will be considered to be accepted for performance by the Seller when both parties sign the OC and thus concludes the Agreement.

- 5.2. The Seller does not and will not agree to any other terms regarding the subject-matter of the Agreement, including the general terms and conditions of the Buyer, that are unilaterally proposed by the Buyer; any such other terms do not have and will not have legal power.
- 5.3. The Buyer shall not unilaterally cancel the OC. The Buyer acknowledges that the Seller will suffer losses if the Buyer unilaterally cancels the OC and (or) otherwise does not perform or improperly performs the OC. The parties may cancel the OC by mutual agreement under the terms of that mutual agreement.

6. Products

- 6.1. The Seller shall sell to the Buyer, and the Buyer shall buy from the Seller the products the name, range and quantity of which is indicated in the OC (the “**Products**”).
- 6.2. The Seller shall ensure that the Products conform to the drawings indicated in the OC. The Seller shall ensure that the Products conform to the requirements indicated in the OC.

7. Quality

- 7.1. The Seller shall ensure that at the moment of transfer of the Products to the Buyer and during the term of contractual quality guarantee indicated in the OC the Products conform to the quality requirements indicated in the OC.
- 7.2. The Buyer acknowledges that the Products can be subject to any of the following phenomena: interference effect; deflection due to changes in temperature and (or) barometric pressure; anisotropy (iridescence); external condensation; moisture due to air humidity; natural colour of clear glass; and (or) any other phenomenon characteristic to the Products. No such phenomenon will be considered as a defect in quality of the Products.

8. Quality guarantee

- 8.1. The Seller grants to the Products a contractual quality guarantee that is valid for the term of contractual quality guarantee indicated in the OC.
- 8.2. The term of contractual quality guarantee of the Products will start to be calculated from the moment of transfer of the Products to the Buyer. The term of contractual quality guarantee will not be extended (irrespective of the reason for its extension). If the Products are replaced, their remaining term of contractual quality guarantee will continue to apply to the new Products.
- 8.3. Among other things, the contractual quality guarantee will not apply to defects in quality of the Products which occur:
- 8.3.1. due to the fact that the Buyer breached rules and (or) other directions of the Seller on keeping (storage) of the Products;
- 8.3.2. due to the fact that the Buyer breached rules and (or) other directions of the Seller on installation and (or) usage of the Products;
- 8.3.3. due to the fault of other persons for whom the Seller is not responsible; and (or)
- 8.3.4. due to the circumstances of force majeure.

9. Transfer

- 9.1. The Seller shall transfer the Products to the Buyer in accordance with the Incoterms 2010 delivery rule indicated in the OC at the indicated place of the delivery of the Products.
- 9.2. The Seller shall use reasonable efforts to transfer the Products to the Buyer according to the delivery (transfer) schedule indicated in the OC.
- 9.3. The delivery (transfer) schedule indicated in the OC is approximate; the Agreement does not set a condition that the Products must be transferred exactly according to the delivery (transfer) schedule indicated in the OC and the Buyer will not lose interest in the Agreement if the Seller does not transfer the Products according to the delivery (transfer) schedule indicated in the OC.
- 9.4. If the Buyer does not perform or improperly performs the Agreement, the delivery (transfer) schedule indicated in the OC will be extended.
- 9.5. The Seller shall coordinate with the Buyer the specific date and time of the delivery (transfer) of the Products to the Buyer, including other relevant details.
- 9.6. The Seller may choose the means for delivery of the Products. The Seller may transfer the Products in parts.

9.7. Together with the Products the Seller shall transfer to the Buyer all the following documents:

- 9.7.1. delivery docket; and
- 9.7.2. bill of lading or corresponding transport document.

10. Right of ownership

- 10.1. The right of ownership to the Products will pass to the Buyer after they are fully paid for.
- 10.2. The Buyer shall not transfer or otherwise dispose the Products until the right of ownership to the Products passes to the Buyer under the Agreement.

11. Accidental loss, damage

- 11.1. The risk of accidental loss of or damage to the Products will pass to the Buyer in accordance with the Incoterms 2010 delivery rule indicated in the OC.

12. Acceptance

- 12.1. The Buyer shall accept the Products from the Seller in accordance with the Incoterms 2010 delivery rule indicated in the OC at the indicated place of the delivery of the Products.
- 12.2. The Buyer shall accept the Products from the Seller at the time of their transfer, but not later than 24 hours after the moment of their transfer.
- 12.3. If the place of the delivery of the Products is controlled or otherwise managed by the Seller, the Buyer shall remove the Products from the place of their delivery not later than 48 hours after the moment of their acceptance.
- 12.4. If the place of the delivery of the Products is controlled or otherwise managed by the Seller and if the Buyer does not remove the Products from the place of their delivery within the term indicated in the Agreement, the Seller may claim compensation for losses suffered from the Buyer.
- 12.5. The Buyer shall not refuse to accept and to pay for the Products that are transferred early and (or) that are transferred in parts.
- 12.6. The Buyer shall not refuse to accept and to pay for the Products (all or part) that conform to the requirements indicated in the Agreement.
- 12.7. If the Products are transported, the Buyer shall examine conformity of the Products to the transportation documents, including for any shortage and (or) damage to the Products, in accordance with the order indicated in the Claiming Procedure (the "CP"). The CP may be consulted at www.glassbel.com/legal. Upon written request of the Buyer, the Seller shall submit to the Buyer a copy of the CP.
- 12.8. The Buyer shall indicate non-conformity of the Products to the transportation documents, including any shortage and (or) damage to the Products, and shall give written notices hereof to the Seller in accordance with the order indicated in the CP.
- 12.9. The Buyer shall examine conformity of the Products to the requirements for range, quantity, marking and packaging in accordance with the order indicated in the CP.
- 12.10. The Buyer shall give written notices to the Seller about non-conformity of the Products to the requirements for range, quantity, marking and packaging in accordance with the order indicated in the CP.
- 12.11. The Seller shall remedy non-conformity of the Products in accordance with the order indicated in the CP.
- 12.12. If the Products are to be returned by the Buyer to the Seller under the Agreement, the Buyer shall preserve the Products to be returned to the Seller until the Buyer transfers (returns) them to the Seller. The Buyer shall bear expenses related to preserving the Products to be returned to the Seller until the Buyer transfers (returns) them to the Seller.
- 12.13. If the Products to be returned to the Seller are installed, the Buyer shall remove the Products. The Buyer shall bear expenses related to removal of the Products to be returned to the Seller.
- 12.14. The Buyer shall package the Products to be returned to the Seller in the same way as they were packaged by the Seller. The Buyer shall bear expenses related to packaging of the Products to be returned to the Seller.
- 12.15. The place of transfer (return) and acceptance (take back) of the Products to be returned to the Seller will be at the initial place of transfer and acceptance of the Products. The Buyer shall coordinate with the Seller the specific date and time of the transfer (return) of the Products to be returned to the

Seller, including other relevant details. Each party shall bear its expenses related to transfer (return), acceptance (take back) of the Products to be returned to the Seller.

- 12.16. The Buyer shall not sell the Products to be returned to the Seller; the Buyer hereby waives the right to sell the Products to be returned to the Seller.

13. Metal racks

- 13.1. If the Products are transferred by the Seller to the Buyer together with metal racks, the Buyer shall preserve the metal racks until the Buyer transfers (returns) them to the Seller. The Buyer shall bear expenses related to preserving the metal racks until the Buyer transfers (returns) them to the Seller.
- 13.2. The Buyer shall transfer (return) the metal racks to the Seller and the Seller shall accept (take back) them not later than 30 calendar days from the date of transfer of the Products to the Buyer.
- 13.3. The place of transfer (return) and acceptance (take back) of the metal racks will be at the initial place of transfer and acceptance of the Products. The Buyer shall coordinate with the Seller the specific date and time of the transfer (return) of the metal racks to the Seller, including other relevant details. Each party shall bear its expenses related to transfer (return), acceptance (take back) of the metal racks.
- 13.4. If the Buyer does not transfer (return) the metal racks to the Seller in accordance with the order indicated in the Agreement, the metal racks will be considered to be lost and the Buyer shall compensate to the Seller the value of the metal racks indicated in the invoices or other payment documents for the Products.

14. Examination of quality

- 14.1. The Buyer shall examine quality of the Products in accordance with the order indicated in the CP.
- 14.2. The Buyer shall give written notices to the Seller about defects in quality of the Products, including defects under the contractual quality guarantee, in accordance with the order indicated in the CP.
- 14.3. The Seller shall remedy defects in quality of the Products, including defects under contractual quality guarantee, in accordance with the order indicated in the CP.

15. Keeping (storage)

- 15.1. The Buyer shall at all times keep (store) the Products in appropriate keeping (storage) environment and in accordance with all the following keeping (storage) rules:
- 15.1.1. the Products must be kept (stored) in a vertical position on racks, crates or other appropriate means of keeping (storage);
- 15.1.2. the Products, when kept (stored) together, must be separated by appropriate intermediate layers (intermediate paper, intermediate pads, stacking layers and other);
- 15.1.3. the Products, when kept (stored) inside, must be stored in a dry and well-ventilated premises;
- 15.1.4. the Products, when kept (stored) outside, must be kept (stored) in temperatures that are not lower than 10°C and not higher than 45°C, in humidity that is not higher than 70%, in original packaging, covered with appropriate full-size cover, and not longer than for the following term: reasonable term for insulated glass; 6 months for tempered and (or) painted glass; 1 month for glass with hard coating; 48 hours for glass with soft coating; and
- 15.1.5. the Products must be kept (stored) away from any sources of physical or chemical contact.
- 15.2. The Buyer shall consult the Seller if it is uncertain whether keeping (storage) environment is appropriate for the Products.

16. Insurance

- 16.1. Each party shall insure the Products in accordance with the Incoterms 2010 delivery rule indicated in the OC.

17. Export control

- 17.1. Each party shall comply with applicable legal acts regulating export control, and shall cooperate with the other party with an aim to assist in complying with such legal acts.

18. Price

- 18.1. The Buyer shall pay for the Products to the Seller the price indicated in the OC (the "Price").
- 18.2. Except as otherwise indicated in the OC, the Price is EXW Klaipėda, Lithuania (Incoterms 2010) price.
- 18.3. Except as otherwise indicated in the OC, the Price is indicated without a value added tax.
- 18.4. Each party shall calculate and pay a value added tax in accordance with applicable law.

19. Payments

- 19.1. The Buyer shall pay for the Products according to invoices or other payment documents issued by the Seller and submitted to the Buyer.
- 19.2. The Seller shall issue and submit the invoices or other payment documents to the Buyer not later than until the end of the term of payment indicated in the OC.
- 19.3. The Buyer shall pay the invoices or other payment documents not later than until the end of the term of payment indicated in the OC.
- 19.4. The Buyer shall make payments under the Agreement in the currency indicated in the OC.
- 19.5. The Buyer shall make payments under the Agreement by payment orders. The Buyer shall transfer payments under the Agreement to the settlement account indicated in the invoices or other payment documents.
- 19.6. Payments under the Agreement will be considered to be made when they are credited to the settlement account of the Seller or other person indicated by the Seller.
- 19.7. If the Buyer does not perform or improperly performs its payment obligations arising out of the Agreement, the Buyer shall pay to the Seller a yearly interest of 10 percent of the amount of the delayed payment.
- 19.8. The Buyer shall not exceed the credit limit, which is the maximum amount of deferred payments, whether due or not due, the Buyer may have under the Agreement, indicated in the OC. The Seller may unilaterally change the credit limit by giving a prior written notice hereof to the Buyer.
- 19.9. If the Seller applies zero value added tax tariff to the sale of the Products, then the Buyer shall ship the Products out of the territory of the Republic of Lithuania not later than 30 calendar days from the date of transfer of the Products to the Buyer.
- 19.10. The Buyer shall not later than 5 calendar days after the date of shipment of the Products out of the Republic of Lithuania submit to the Seller all the following documents and information:
 - 19.10.1. the copy of the fulfilled waybill for the Products;
 - 19.10.2. the confirmation signed by the Buyer confirming that the Products were shipped out of the Republic of Lithuania; and
 - 19.10.3. other documents and information that are reasonably requested by the Buyer.
- 19.11. The Seller might set a sample form of the confirmation which the Buyer shall use.

20. Set-off

- 20.1. The Seller may set-off any counter-claims in accordance with the law applicable to the Agreement.
- 20.2. The Buyer shall not set-off any counter-claims irrespective of their origin; the Buyer hereby waives the right to set-off.

21. Retention

- 21.1. If the Buyer does not perform or improperly performs the Agreement, the Seller may retain the Products (all or part).
- 21.2. The Buyer shall not retain the Products (all or part) irrespective of the reason; the Buyer hereby waives the right to retain the Products (all or part).

22. Data protection

- 22.1. Each party might process personal data controlled by the other party. Each party shall process the personal data controlled by the other party in accordance with applicable law.

23. Intellectual property

- 23.1. The rights to all objects of intellectual property submitted under the Agreement remain with persons who own them; no rights to these objects of intellectual property are transferred by the Agreement.
- 23.2. The Buyer shall ensure that all objects of intellectual property that it submits to the Seller under the Agreement do not infringe intellectual property rights of other persons.
- 23.3. If any object of intellectual property that the Buyer submits to the Seller under the Agreement infringes intellectual property rights of other persons, the Buyer shall promptly eliminate such infringement and shall compensate to the Seller for losses suffered for this reason.
- 23.4. If any object of intellectual property that the Buyer submits to the Seller under the Agreement infringes intellectual property rights of other persons and the Buyer does not promptly eliminate such infringement, the Seller may eliminate such infringement by itself and claim compensation for losses suffered from the Buyer.
- 23.5. The parties might conclude separate license agreements on the use of objects of intellectual property submitted under the Agreement.

24. Confidentiality

- 24.1. The contents of the OC is a commercial secret and (or) other confidential information of each party.
- 24.2. All information that was or will be disclosed by one party to the other party when concluding and (or) performing the Agreement is a commercial secret and (or) other confidential information of the party disclosing this information.
- 24.3. Each party shall keep the commercial secret and (or) other confidential information of the other party in confidence and, except as otherwise indicated in the Agreement, shall not disclose it to other persons without a prior written consent of the other party.
- 24.4. Each party shall take measures to protect the secrecy of commercial secret and (or) other confidential information of the other party which correspond to the nature of such commercial secret and (or) other confidential information.
- 24.5. Each party may disclose the commercial secret and (or) other confidential information of the other party without a prior written consent of the other party if it is disclosed to:
 - 24.5.1. other persons when disclosure of commercial secret and (or) other confidential information to these other persons is mandatory under applicable law;
 - 24.5.2. attorneys, auditors and (or) similar persons of each party who must protect the secrecy of commercial secret and (or) other confidential information under applicable law; and (or)
 - 24.5.3. other persons who are engaged by either party to perform the Agreement in accordance with the Agreement and who must comply with the confidentiality obligations analogous to the confidentiality obligations arising out of the Agreement.
- 24.6. Each party shall not use commercial secret and (or) other confidential information of the other party for the purposes not related to the conclusion and (or) performance of the Agreement.
- 24.7. Each party shall use commercial secret and (or) other confidential information of the other party only to the extent that is necessary for the performance of the Agreement.

25. Penalties

- 25.1. If the Buyer does not meet the term of acceptance of the Products, the Buyer shall pay to the Seller a penalty of EUR 500 for each calendar day of delay.
- 25.2. If the place of the delivery of the Products is controlled or otherwise managed by the Seller and if the Buyer does not meet the term of removal of the Products from their place of delivery, the Buyer shall pay to the Seller a penalty of EUR 500 for each calendar day of delay.
- 25.3. The parties might agree in writing on other penalties for non-performance or improper performance of the Agreement; to be effective such penalties must be indicated in the OC.
- 25.4. Payment of penalties indicated in the Agreement does not limit or exclude the right to claim compensation for losses suffered that exceed the size of the penalties indicated in the Agreement.

26. Liability

- 26.1. If either party does not perform or improperly performs the Agreement, such party shall compensate to the other party for damages suffered for this reason.
- 26.2. Liability of each party for non-performance or improper performance of the Agreement is limited to direct damages; neither party will be liable for indirect damages of the other party.

- 26.3. Maximum aggregate liability of the Seller for non-performance or improper performance of the Agreement is limited to the sum that is equal to the total price of the Products indicated in the OC.
- 26.4. The Seller will not be liable for lost profit, lost income, lost opportunities of the Buyer, irrespective of whether they are direct, indirect or any other type of damages.
- 26.5. The Seller will not be liable for damages of the Buyer if the Seller does not perform or improperly performs the Agreement due to a shortage of raw materials or due to supplier's failure to supply raw materials to the Seller.
- 26.6. The Seller will not be liable for damages of the Buyer related to removal of installed Products and for damages related to installation of the replaced Products.

27. Force majeure

- 27.1. Each party will be released from liability for non-performance or improper performance of the Agreement due to circumstances of force majeure.

28. Conclusion

- 28.1. The Agreement will be considered to be concluded when both parties sign the OC.
- 28.2. The date the OC is signed by the last party to sign it will be considered to be the date of the Agreement.
- 28.3. The OC date indicated in the introductory part of the OC is indicated for reference purposes only.
- 28.4. If either party signs the OC but does not date its signature, the date the other party receives that party's signature will be deemed to be the date that party signed the OC.
- 28.5. The parties may make and sign the same counterpart of the OC (one or more) or exchange separately made and signed counterparts of the OC; exchange of separately made and signed scanned counterparts of the OC by using electronic mail will have legal power.
- 28.6. If the parties make and sign the same counterpart of the OC, each counterpart of the OC that is made and signed by the parties will have the same legal power but all of which will constitute one and the same agreement.

29. Validity

- 29.1. The Agreement will be valid until it is duly fulfilled.

30. Suspension of performance of obligations

- 30.1. The Seller may suspend performance of its obligations arising out of the Agreement if the Buyer does not perform or improperly performs the Agreement (for example, its payment obligations) or it is evident that the Buyer will not perform or will improperly perform the Agreement (for example, its payment obligations).
- 30.2. The Seller may suspend performance of its obligations arising out of the Agreement if the Buyer does not perform or improperly performs one or more current or future agreements that are or will be concluded between the Seller and the Buyer and (or) it is evident that the Buyer will not perform or will improperly perform these agreements.
- 30.3. The Seller shall give a prior written notice to the Buyer before it suspends performance of its obligations arising out of the Agreement.

31. Termination

- 31.1. Each party may terminate the Agreement unilaterally (by not applying to court) by giving a prior written notice hereof to the other party not later than 15 calendar days before the intended termination of the Agreement, if the other party does not perform or improperly performs the Agreement and this is a material breach of the Agreement.
- 31.2. Each party may terminate the Agreement unilaterally (by not applying to court) by giving a prior written notice hereof to the other party not later than 5 calendar days before the intended termination of the Agreement, if the other party is subject to reorganization or liquidation procedure, or the other party is subject to restructuring or bankruptcy proceeding.
- 31.3. Each party may terminate the Agreement unilaterally (by not applying to court) by giving a prior written notice hereof to the other party not later than 5 calendar days before the intended termination of the agreement, if force majeure circumstances continue for more than 1 month after the party that

did not perform or improperly performed the Agreement became aware or should have become aware about these force majeure circumstances.

- 31.4. Each party may terminate the Agreement in cases indicated elsewhere in the Agreement.
- 31.5. Each party may also terminate the Agreement in cases set by the law applicable to the Agreement.
- 31.6. The parties may terminate the Agreement by mutual agreement under the terms of that mutual agreement.
- 31.7. To be effective, a termination of the Agreement must be made in writing and signed by the party terminating the Agreement or by the parties terminating the Agreement, as the case may be.
- 31.8. The end of the Agreement will not affect the validity of the terms of the Agreement, if according to their nature and (or) the Agreement these terms remain in force even after the end of the agreement.

32. Amendment; supplement

- 32.1. Except as otherwise indicated in the GTCs, to be effective, an amendment and (or) supplement of the Agreement must be made in writing and signed by both parties.
- 32.2. The parties may sign the same counterpart of amendment and (or) supplement of the Agreement (one or more) or exchange separately made and signed counterparts of amendment and (or) supplement of the Agreement; exchange of separately made and signed scanned counterparts of amendment and (or) supplement of the Agreement by using electronic mail will have legal power.
- 32.3. Each party may unilaterally amend its addresses indicated in the OC by giving a prior written notice hereof to the other party.

33. Unenforceability

- 33.1. If any term of the Agreement is or will become unenforceable, the parties shall promptly amend and (or) supplement the Agreement in order to eliminate unenforceability of such terms.
- 33.2. If the parties fail to amend and (or) supplement the Agreement in order to eliminate unenforceability of the terms of the Agreement, each party may apply to the court for the amendment and (or) supplement of such terms.
- 33.3. If any term of the Agreement is or will become unenforceable, this does not make and will not make the entire Agreement unenforceable, except in cases set by the law applicable to the Agreement.

34. Elimination of gaps

- 34.1. If the Agreement contains gaps and these gaps cannot be eliminated by optional (non-mandatory) norms of the law applicable to the Agreement, the parties shall promptly supplement and (or) amend the Agreement in order to eliminate such gaps.
- 34.2. If the parties fail to supplement and (or) amend the Agreement in order to eliminate the gaps of the Agreement, each party may apply to the court for the elimination of such gaps.

35. Notices

- 35.1. Except as otherwise indicated in the Agreement, to be effective, notices related to the Agreement must be made in writing, signed by the sending party and delivered to one or more addresses of the receiving party indicated in the OC in person (with acknowledgement of receipt) and (or) by a registered postal item (with acknowledgement of receipt).
- 35.2. To be effective, daily notices related to the Agreement must be made in writing and delivered by electronic mail to one or more addresses of the receiving party indicated in the OC.

36. Dispute resolution

- 36.1. All disputes arising out of or relating to the Agreement will be resolved in the courts of the Republic of Lithuania.

37. Applicable law

- 37.1. The law of the Republic of Lithuania applies to the Agreement.
- 37.2. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (Vienna Convention) does not apply to the Agreement.

38. Other legal relationships

- 38.1. The parties do not intend to create and the Agreement does not create legal relationship of employment, subordination, dependence, commercial agency or joint activity (partnership).

39. Engagement of other persons

- 39.1. Each party may engage other persons to perform the Agreement. Each party will remain liable for the other persons it engages to perform the Agreement.
- 39.2. Each party shall ensure that the other persons it engages to perform the Agreement comply with obligations analogous to its obligations arising out of the Agreement.

40. Transfer of rights, obligations

- 40.1. Each party may transfer its rights and (or) obligations (all or part) arising out of the Agreement in accordance with the law applicable to the Agreement
- 40.2. The Seller may transfer its rights and (or) obligations (all or part) arising out of the Agreement to a person who together with the Seller belongs to the same group of associated undertakings (as it is defined in the Law on Competition of the Republic of Lithuania on the date of the Agreement) without a consent of the other party.

41. Waiver of rights

- 41.1. To be effective, a waiver of rights (all or part) arising out of the Agreement must be made in writing and signed by the party granting the waiver.

42. Interpretation

- 42.1. The Agreement is a result of mutual negotiations between the parties; the terms of the Agreement are not to be interpreted in favour or against any party due to the fact that one party offered them and the other party accepted them.

43. Entire agreement

- 43.1. The Agreement is the entire agreement of the parties regarding the subject-matter of the Agreement and it supersedes all previous oral and (or) written representations and agreements related to the subject-matter of the Agreement; neither party is relying on any such representations and agreements.

44. Other documents

- 44.1. The documents indicated in the OC and (or) in the GTCs are an inseparable part of the Agreement.

45. Conflicting terms

- 45.1. If there is a conflict between the documents indicated in the OC, the OC, the documents indicated in the GTCs and the GTCs, preference is to be given to the document the number of which in the following list is lesser: (1) the GTCs; (2) the documents indicated in the GTCs; (3) the OC; (4) the documents indicated in the OC.

—