

APPROVED
by Order No 1-133
of the CEO of Public Limited
Liability Company
AB Lietuvos paštas
of 9 March 2017

POSTAL SERVICE CONTRACT

GENERAL PART

I. GENERAL PROVISIONS

1.1. This Postal Service Contract (hereinafter – the Contract) consists of the General Part and the Special Part (hereinafter – the General Part and the Special Part). The General Part sets out the general terms and conditions of the provision of Services, and the Special Part – the individual and other terms and conditions of the provision of Services.

1.2. In the case of any contradictions or inconsistencies between the General Part and the Special Part, provisions of the Special Part shall apply.

II. PARTIES AND SUBJECT MATTER OF THE CONTRACT

2.1. This Contract is concluded by the Contractor and the Customer indicated in paragraph 1 of the Special Part, hereinafter together – the Parties and each separately – the Party.

2.2. The Contractor shall provide to the Customer the postal services (clearance, sorting, transport and delivery of the items of correspondence and postal parcels (hereinafter – postal items)) and additional services related thereto (hereinafter – Services), and the Customer shall pay for the provided Services according to the conditions, term and procedure set out in the Contract.

III. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. Obligations of the Contractor:

3.1.1. to provide the Services in accordance with this Contract, legal acts regulating the provision of Services;

3.1.2. to assign the number to mark the items of correspondence specified in the Contract, which is indicated in subparagraph 2.1.1 of the Special Part (hereinafter – license number);

3.1.3. to assign the number to mark the items of correspondence with a response (hereinafter – KA items) specified in the Contract, which is indicated in subparagraph 2.1.2 of the Special Part (hereinafter – KA number);

3.1.4. on request of the Customer to use the Contractor's e-self-service system accessed online at the address: esavitarna.post.lt (hereinafter – e-self-service), to issue to the Customer the e-self-service system access data whereby the Customer is identified and can connect to the e-self-service account provided to him and acquire the requested Service. The access data to the Customer shall be sent to his e-mail address indicated in the Special Part;

3.1.5. to take the postal items prepared by the Customer for conveyance from the Customer's box of postal items installed at the address specified in subparagraph 2.2.1 of the Special Part on working days at the time fixed in subparagraph 2.3.1 of the Special Part and/or to

accept them at the Contractor's post office specified in subparagraph 2.2.2 of the Special Part (hereinafter – the post office of the Contractor) during its working time;

3.1.6. to accept KA items from senders, process them and deliver to the Customer as specified in subparagraph 2.2.3 of the Special Part;

3.1.7. to deliver the Customer's postal items to the addressees of the postal items within the fixed time limit or within the time limit agreed with the Customer;

3.1.8. upon expiry of the time limit fixed for keeping of postal items at the post office, to return the postal items to the Customer;

3.1.9. to enable the Customer to receive the data on the status of registered and insured items of correspondence, postal parcels sent by him;

3.1.10. to refuse accepting postal items or to return them at own discretion if the Customer fails to properly fulfil, or does not fulfil, the provisions of subparagraphs 3.3.1–3.3.5, 3.3.7.1, 3.3.7.3, 3.3.8.1, 3.3.9, 3.3.10, 3.3.12 and/or 3.3.16 of the General Part;

3.1.11. to cooperate with the Customer and, at his request, to provide the information necessary for the performance of the Contract. A responsible contact person appointed by the Contractor for keeping contacts with the Customer and the contact details of such person are indicated in the Special Part;

3.1.12. to inform the Customer on the change in the price (tariff) of Services provided by the Contractor to the Customer under this Contract, excluding the cases specified in the Contract when the price (tariff) of Services is changed and applied without a separate notice to the Customer, (1) by e-mail address indicated in the Special Part no later than 30 (thirty) calendar days prior to the day of its enforcement, or (2) via media, including internet website: www.lietuvospaštas.lt/lt/verslui. A separate notification of the change in the price (tariff) of additional services to the Customer may be not provided;

3.1.13. to inform the Customer on the change of each document (list, etc.) specified in the Contract related to the provision of Services (1) by e-mail address indicated in the Special Part no later than 14 (fourteen) calendar days prior to the day of its enforcement, or (2) via media, including internet website: www.lietuvospaštas.lt;

3.1.14. to inform the Customer by e-mail address indicated in the Special Part on the change in the Contractor's requisites indicated in subparagraphs 1.1.1–1.1.7 and 1.1.10 of the Special Part within 5 (five) calendar days;

3.1.15. to inform the Customer Special Part by e-mail address indicated in the Special Part on the change in the data specified in subparagraphs 2.1.3, 2.2.2, 2.3.1 and 2.3.2 of the Special Part no later than 5 (five) working days prior to the day of enforcement of such change. Having notified the Customer in the manner specified in this paragraph of the General Part, without an additional written agreement of the Parties, provided that the change has been coordinated with the Customer in advance, in implementing the Contract the Parties shall act in observance of the change specified in the Contractor's notification and shall apply the change from the day of enforcement fixed in the Contractor's notification.

3.2. Rights of the Contractor:

3.2.1. to refuse accepting and/or sending the articles prohibited from conveyance under the Universal Postal Convention and other legal acts specified on the website www.lietuvospaštas.lt;

3.2.2. to request that the postal item is packed and addressed in observance of requirements of documents of the Universal Postal Union and legal acts specified on the internet website www.lietuvospaštas.lt;

3.2.3. to lay down and/or change the specification of a postal item, including, but not limited to, requirements for articles sent in postal items, packing of postal items, dimensions of the postal item, as well as other conditions and/or requirements related to the provision of Services;

3.2.4. as a result of amendments to legal acts, changes in the provided Services and in their provision, technical and/or production changes and similar reasons, to amend and/or supplement unilaterally, at own discretion, at any time, the terms and conditions of the Contract notifying the Customer (1) by his e-mail address specified in the Special Part no later than 30 (thirty) calendar days prior to the enforcement day, or (2) via media, including internet website: www.lietuvospaštas.lt. Without an additional written agreement of the Parties, the amendments and/or supplements shall be binding on the Parties from the day of their entry into force indicated in the Contractor's notification, and where such day is not indicated – from their publication on the internet website: www.lietuvospaštas.lt.

3.3. Obligations of the Customer:

3.3.1. to submit to the Contractor the packed postal item according to the specification of postal items published on the internet website: www.lietuvospaštas.lt, including, but not limited to, requirements for articles conveyed in postal items, packing of postal items and postal item dimensions, and follow other conditions and requirements pertaining to the provision of Services;

3.3.2. to avoid conveying in a postal item any articles prohibited from conveyance specified in the Universal Postal Convention, other legal acts and internet website: www.lietuvospaštas.lt;

3.3.3. to specify clearly, legibly, accurately and correctly on the postal item and in the document submitted to the Contractor under the Contract the data of the sender and addressee of the postal item following the requirements published on the internet website: www.lietuvospaštas.lt and laid down by legal acts and documents of the Universal Postal Union. The Customer must indicate on the envelope or packing of the postal item only one address of the sender in the Republic of Lithuania and only one address of the addressee;

3.3.4. to indicate on the postal item not more than one address of the Customer as the sender in the Republic of Lithuania, and where the Customer is provided with KA item conveyance service – only one address of the Customer (another sender) as the addressee on KA item;

3.3.5. to avoid affixing stickers, drawing pictures, making inscriptions and/or etc. on postal items being conveyed, unless the Contract specifies otherwise. Where the address of the sender of the item of correspondence is indicated on the back of the envelope or packing, at the top left-hand corner on the front of the envelope or packing in the place designated for the sender's address the Customer's logo or trademark may be pasted, stamped or printed and may cover not more than one fourth of the place designated for the sender's address. Other additional advertising material in addition to those mentioned above shall not be allowed;

3.3.6. to mark with a blue marking or a blue and black colour stamp bearing the words "PIRMENYBINĖ" (PRIORITAIRE)" all priority items of correspondence submitted to the Contractor for conveyance. An item of correspondence without the marking or stamp "PIRMENYBINĖ" (PRIORITAIRE)" shall be sent as a non-priority item;

3.3.7. where a license number is provided by the Contractor in the Special Part:

3.3.7.1. prior to submitting to the Contractor for conveyance the items of correspondence, other than bags M and the insured and cash-on-delivery items of correspondence, to prepare them according to the model of the envelope, a postcard with a stamp containing the license number (hereinafter – license stamp)(hereinafter – license items);

3.3.7.2. to submit to the Contractor one copy of the envelope, a postcard with a license stamp in observance of the terms and conditions of the Contract no later than within 30 (thirty) calendar days of the day of entry into force of the Contract. The Parties hereto have agreed that the Contractor shall have the right to refuse accepting and/or conveying the Customer's license items until the Customer properly fulfils the requirement specified in this paragraph of the General Part;

3.3.7.3. to avoid sending license items via letter boxes provided for the public;

3.3.8. where KA number is provided by the Contractor in the Special Part:

3.3.8.1. to prepare non-priority items of correspondence of up to 2 000 g (two thousand grams) conveyed in the Republic of Lithuania and cross-border priority items of correspondence up to 50 g (fifty grams) (according to a separate agreement – up to 2 000 g (two thousand grams), except for license items, where the license number has been provided to the Customer, according to the model of KA item with a stamp containing KA number (hereinafter – KA stamp);

3.3.8.2. to submit to the Contractor one copy of KA item in observance of the terms and conditions of the Contract no later than within 30 (thirty) calendar days of the day of entry into force of the Contract. The Parties hereto have agreed that the Contractor shall have the right to refuse providing to the Customer the service of conveying KA items specified in the Contract until the Customer properly fulfils the requirement covered by this paragraph of the General Part;

3.3.9. where the Contractor has indicated the barcode sequence stripes in subparagraph 2.1.3 of the Special Part, to submit to the Contractor all registered, insured, cash-on-delivery postal items, postal parcels ready to be sent to the Customer with the barcodes meeting the required standards. The Parties hereto have agreed that the Contractor shall have the right to refuse accepting and/or conveying the postal items indicated in this paragraph of the General Part until the Customer properly fulfils the requirement of this paragraph of the General Part. The Customer shall be prohibited from using barcodes for the purposes other than those mentioned in this paragraph of the General Part. The Customer shall take care of the barcodes with his own resources and funds;

3.3.10. to submit the postal items to the Contractor for sending with properly, correctly, completely and accurately filled in documents (lists, etc.) indicated in the Contract enabling the Customer to collect, store and administrate the data of his postal items sent under the Contract:

3.3.10.1. to submit the items of ordinary correspondence to the Contractor for sending with the postal items' list K 6P (hereinafter – the list K 6P) (providing 1 copy to the box of postal items; 1 copy – in the Contractor's computerised post office; 3 copies – in the Contractor's non-computerised post office; the copies of the list submitted by the Customer must be signed by the Customer), or prior to submitting such postal items to the Contractor for conveyance – to provide the list of such postal items to the Contractor in e-self-service (in that case the list K 6P shall not be filled in and shall not be submitted);

3.3.10.2. to submit the registered, insured, cash-on-delivery postal items, postal parcels to the Contractor for conveyance alongside the postal items' list K 6 (hereinafter – the list K 6) (providing 1 copy to the box of postal items, where such postal item is allowed to be conveyed via the postal items box; 1 copy – in the Contractor's computerised post office; 3 copies – in the Contractor's non-computerised post office; the copies of the list submitted by the Customer must be signed by the Customer), prior to submitting such postal items to the Contractor for sending – to provide the Contractor with the electronic list K 6E of postal items (hereinafter – the list K 6E) to the e-mail address of the Contractor indicated in the Special Part (in that case the list K 6 shall not be filled in and shall not be submitted) (where more than 400 (four hundred) of postal items indicated in this paragraph of the General Part are submitted for sending at one time, the Contractor shall be provided with several lists K 6E so that one list K 6E includes not more than 400 (four hundred) entries of postal items), or prior to submitting such postal items to the Contractor for conveyance – to provide the list of such postal items to the Contractor in e-self-service (in that case the lists K 6, K 6E shall not be filled in and shall not be submitted). The postal items indicated in this paragraph of the General Part shall be submitted to the Contractor arranged in the sequence in which they are entered in the respective list of postal items, except for the list of postal items provided in e-self-service;

3.3.10.3. when sending postal items abroad, to fill in and provide the documents (data) required by the customs, to carry out other actions, if necessary. The Customer hereby confirms that he is acquainted with the provisions of legal acts regulating the export of postal items to third countries/abroad, and undertakes to ensure that such legal acts are complied with and all required actions are carried out;

3.3.11. while using the e-self-service to consistently and unconditionally follow the conditions and requirements specified in the internet website esavitarna.post.lt and comply with all e-self-service instructions, to select the Service he wants to acquire, to prepare the marking of the item, the list and required documents of postal items, to submit correct and full data and addresses of the sender and the addressee;

3.3.12. to classify into groups the postal items submitted to the Contractor for conveyance: 1) domestic; 2) cross-border, which must be grouped into: the postal items sent to the Member States of the European Union and the postal items sent to other countries) and categories (priority and non-priority), and the items of correspondence – also according to formats (small items of correspondence and large items of correspondence), and the items of correspondence of each format – also according to the weight intervals indicated in the Services prices (tariffs). The Customer may choose to classify domestic items of correspondence also by zones, by zones in alphabetic order;

3.3.13. to install, with his own resources and funds, on the ground floor of the premises at the Customer's address in an accessible place to the Contractor, the box of postal items intended for accepting and/or delivering the Customer's postal item and legibly mark it with the Customer's name, to grant the Contractor free access and/or driveway to the box of postal items; To supply the Contractor with a key of the lockable box of postal items. To grant the Contractor a free of charge access to the Customer's territory for transport to collect and/or deliver postal items;

3.3.14. to deliver to the Contractor the Customer's postal item ready to be sent to the postal items' box of the Customer installed at the address indicated in subparagraph 2.2.1 of the Special Part on working days at the time indicated in subparagraph 2.3.2 of the Special Part and/or to the Contractor's post office indicated in subparagraph of the Special Part 2.2.2 during its working time. The working times of all post offices of the Contractor are available on the internet website: www.lietuvospaštas.lt;

3.3.15. in the case of submitting for sending more than 10 kg (ten kilograms) of the items of correspondence at the Contractor's post office, to submit them placed in containers the weight of each of which together with the items of correspondence shall not exceed 10 kg (ten kilograms), and the items submitted for sending classified by zones, by zones in alphabetic order – separated by dividers;

3.3.16. to avoid sending insured postal items, postal parcels, cash-on-delivery postal items via the postal items' box;

3.3.17. to pay to the Contractor for the provided Services in accordance with the conditions, terms and procedure set out in this Contract;

3.3.18. to pay to the Contractor the price (tariff) of the respective service for returning/forwarding of postal parcels to the sender;

3.3.19. to cooperate with the Contractor and, at the latter's request, to provide the information necessary for the performance of the Contract. A responsible employee appointed by the Customer for keeping contacts with the Contractor and the contact details of such person are indicated in the Special Part;

3.3.20. to notify the Contractor by his e-mail address indicated in the Special Part of the change in the Customer's requisites indicated in subparagraphs 1.2.1–1.2.7 and 1.2.10 of the Special Part within 5 (five) calendar days;

3.3.21. to notify the Contractor by the e-mail address indicated in the Special Part of the change in the data indicated in subparagraphs 2.2.1, 2.2.3 of the Special Part no later than 5 (five) working days prior to the day of enforcement of the change. Having notified the Contractor in the manner specified in this paragraph of the General Part, in addition to a written agreement of the Parties, where the change has been coordinated with the Contractor in advance and is acceptable thereto, in implementing the Contract the Parties shall follow and apply the change indicated in the Customer's notification from the day of its enforcement specified in the Customer's notification.

IV. SERVICE PRICE AND SETTLEMENT PROCEDURE

4.1. The Customer shall pay to the Contractor for the Services provided under this Contract in accordance with the terms, conditions and procedure set out in this Contract the Service price applicable on the day of provision of the Services at the rate specified on the internet website: www.lietuvospaštas.lt/lt/verslui which shall also apply to corporate clients. The Customer shall also pay to the Contractor for the sending of the postal item which has not been delivered to the addressee of the postal item not through the Contractor's fault. Also, the Customer shall pay to the Contractor the price (tariff) of the respective service for returning/forwarding of postal parcels to the sender.

4.2. subject to the notification of the Customer in the manner specified in the General Part, the Service price (tariff) shall be changed without additional written agreement of the Parties and the Customer shall pay to the Contractor for the Services provided under the Contract the Service price (tariff) that has been changed from the day of enforcement of the change of the Service price (tariff) indicated in the Contractor's notification communicated by e-mail or via media, including the internet website: www.lietuvospaštas.lt/lt/verslui, and where such day is not indicated – from the day of publication on the internet website: www.lietuvospaštas.lt/lt/verslui. Regardless of whether or not the Customer has been notified by a separate notification of the change in the price (tariff) of additional services, the Customer, without additional written agreement of the Parties, shall pay to the Contractor for the provision of additional services the price (tariff) of additional services posted on the internet website: www.lietuvospaštas.lt/lt/verslui valid on the day of provision of such services and applicable to business clients.

4.3. The provision of Services shall be subject to the value added tax (hereinafter – VAT). Upon change of applicable legal acts regulating taxation of the provision of Services and application of a different tax to the respective Services, upon change of the VAT rate on the respective services subject to taxation, without additional written agreement of the Parties, as from the day of entry into force of the legal act establishing the VAT and/or other tax, including amendments and/or supplements to such legal act, the Customer shall pay to the Contractor under this Contract the Service price with the fixed VAT and/or other tax. In that case, the Customer shall not be separately notified of the change in the Service price.

4.4. By the 10th (tenth) of each month, the Contractor shall issue to the Customer a VAT invoice for the Services provided under this Contract to the Customer in the previous calendar month. The VAT invoice shall be issued by e-mail address indicated in the Special Part (a paper VAT invoice shall not be issued).

4.5. The Customer failing to receive a VAT invoice within the time limit fixed in the Contract must notify Contractor by the 15th (fifteenth) of the calendar month by the e-mail address indicated in the Special Part. Having noticed any inconsistencies in the VAT invoice issued by the Contractor, the Customer must notify Contractor within 3 (three) working days by e-mail address indicated in the Special Part. The Customer undertakes in accordance with the conditions, terms and procedure set out in this Contract to pay the price of the provided Services and other amounts specified in this Contract, the amount of which he knows or can calculate, regardless of whether the Contractor defaults on timely issue or fails to issue the respective VAT invoice.

4.6. The Customer undertakes to pay to the Contractor no later than by the 20th (twentieth) of each calendar month the price of Services provided under the Contract during the previous month.

V. LIABILITY OF THE PARTIES

5.1. The Contractor shall be liable for the non-fulfilment or improper fulfilment of his duties through his own fault in providing Services under this Contract in accordance with the procedure and to the extent laid down by the Postal Law of the Republic of Lithuania (hereinafter – Postal Law). The Contractor shall not compensate for the incurred indirect losses and lost income.

5.2. The Customer may claim compensation for damage resulting from a lost postal item, lost, missing or damaged articles in accordance with the procedure set out by the Postal Law.

5.3. The Customer shall compensate to the Contractor for all losses incurred due the non-fulfilment or improper fulfilment of the Customer's obligations set out in this Contract.

5.4. If the Customer defaults on payment of the price of Services and/or other amount payable in relation to this Contract within the time limits set forth in this Contract, the Customer shall pay to the Contractor late payment interest in the amount of 0.05 % (five hundredths of one percent) from the outstanding amount for delayed payment day.

5.5. For the infringement of each obligation of the Customer specified in subparagraphs 3.3.4, 3.3.7.3, 3.3.10, 3.3.12, 3.3.16 of the General Part the Customer must pay to the Contractor a fine equal to the price (tariff) (fee for sending) of the respective Service per each postal item. The Customer who infringes subparagraph 3.3.2 of the General Part, regardless of the moment of identification of the infringement (at the time of submission of postal items or at any moment after submission), shall compensate to the Contractor for all expenses no later than within 3 (three) working days, including fines imposed for articles prohibited from conveyance found in the postal item, according to invoice issued by the Contractor; the fee for sending shall not be refunded to the Customer.

5.6. Where the Customer infringes paragraph 7.3 of the General Part, the Customer shall pay to the Contractor for each disclosed case of infringement (where the Customer declares in any form that he can resell the Contractor's Services, and/or intends to resell the Contractor's Services, or indicates in any form that he can intermediate in the provision Services by the Contractor or third party, for each case of such declaration and/or intention or indication, and where the Customer submits for sending and/or delivery a third party's postal items – for each case of submission of postal items of the third party) the fine of EUR 150 (one hundred and fifty euro). The Parties have explicitly stated and agreed that the fine fixed in this paragraph of the General Part is justified, corresponds to the extent of the infringement, its amount is reasonable and proportionate to the amount of minimum damage inflicted by the Customer to the Contractor.

5.7. In all cases, the Customer having infringed the Contract must pay the penalty fixed in the Contract no later than within the time limit specified in the Contractor's claim, and where such time limit is not specified by the Contractor – within 3 (three) working days of the day on which the Contractor's claim is received.

5.8. Where the Customer fails to pay the amount owed to the Contractor (the Service price, penalties, etc.) within the time limit and according to the procedure specified in the Contract and/or in other agreements concluded with the Contractor, or defaults on other obligation established in respect of the Customer, the Contractor shall have the right, having warned the Customer, to suspend the provision of Services under this Contract. The provision of Services to the Customer under this Contract shall be resumed respectively after the full settlement with the Contractor or after proper fulfilment of the obligations. Where the Customer commits the infringement indicated in this paragraph of the General Part, the Contractor shall have the right to terminate the Contract in accordance with the procedure set out in paragraph 6.3 of the General Part, without having exercised the right of suspension of the provision of Services under this Contract before that.

5.9. The Parties hereto have agreed that if the Party defaults on or improperly fulfils the obligation respectively specified in subparagraph 3.1.14 and 3.3.20 of the General Part, the

obligation of the Party specified in the Contract shall be considered to be properly fulfilled according to the most recent data known to the other Party.

5.10. Where the Customer defaults on the obligation established in subparagraph 3.3.13 of the General Part, the Customer's postal items shall be accepted only at the Contractor's post office indicated in subparagraph 2.2.2 of the Special Part.

5.11. The Contractor shall return to the Customer license items taken from letter boxes provided for the public as additionally charged registered items of correspondence, and where the sender's address is not indicated on the item – shall forward them to the storage.

5.12. The Contractor shall not be liable in those cases where he sends the information to the Customer in the manner indicated in the Contract to the specified addresses, and the Customer fails to receive it or the information is delayed not through the Contractor's fault.

5.13. Where the data indicated in the list of postal items submitted by the Customer do not correspond to the actual data (number, weight, parameters, etc. of items) (irrespective of the moment of identification of the discrepancy (at the time of submission of the postal items or at any time after their submission), the Contractor shall have the right to unilaterally adjust the submitted list – it shall be considered that the Customer has transferred and the Contractor – accepted the items specified in such adjusted list, unless the Customer proves otherwise – and charge the Services provided to the Customer according to such data.

5.14. The Customer shall assume full responsibility for security and secrecy of the e-self-service access data provided by the Contractor to the Customer and for all actions carried out using e-self-service access data provided by the Customer to the Contractor.

5.15. The Party shall be exempted from liability for the non-implementation of the Contract where it proves that the Contract has not been implemented due to the circumstances which the Party could not control or reasonably foresee at the time of concluding the Contract, and could not prevent the occurrence of such circumstances or consequences thereof. The Party prevented by force majeure circumstances from the fulfilment its obligations assumed under the Contract must notify the other Party in writing of the occurrence of such circumstances within 5 (five) calendar days. The performance of the Contract shall be suspended for the period of existence of the force majeure circumstances. Where the force majeure circumstances persist for more than 3 (three) consecutive months, either of the Parties shall have the right to terminate this Contract notifying the other Party in writing no later than 5 (five) calendar days in advance.

VI. VALIDITY AND TERMINATION OF THE CONTRACT

6.1. The Contract shall enter into force on the day specified in paragraph 3.1 of the Special Part and shall be valid for unlimited term.

6.2. At the time of entry into force of this Contract, the agreement or its part concluded between the Customer and the Contractor with respect to the provision of Services before the day of entry into force of this Contract shall cease.

6.3. The Contract shall be terminated:

6.3.1. by written agreement of the Parties;

6.3.2. on the initiative of one of the Parties, without going to court, notifying the other Party no later than 30 (thirty) calendar days in advance;

6.3.3. on the initiative of one of the Parties, without going to court, if the other Party improperly fulfils or defaults on its obligations assumed under the Contract, notifying the defaulting Party no later than 14 (fourteen) calendar days in advance.

6.4. The Contractor shall have the right to unilaterally suspend the provision of Services under the Contract or terminate the Contract on at least 2 (two) working days' written notice to the Customer, where the Customer infringes paragraph 7.3 of the General Part. The Parties hereto

explicitly agree that the infringement of paragraph 7.3 of the General Part shall be considered to constitute material breach of the Contract.

6.5. The Contractor shall have the right to unilaterally suspend the provision of Services under the Contract or terminate the Contract on at least 2 (two) working days' written notice to the Customer, where the Customer is subject to liquidation or bankruptcy proceedings, or the Contractor becomes aware of other circumstances providing sufficient grounds to believe that the Customer is insolvent.

6.6. The Parties hereto have agreed that where the suspension of the provision of Services on the grounds indicated in paragraph 5.8 of the General Part under this Contract lasts longer than 14 (fourteen) calendar days, the Contractor shall have the right to terminate this Contract unilaterally, without going to court and without additionally notifying the Customer.

VII. FINAL PROVISIONS

7.1. The terms and conditions of the Contract, as well as any information disclosed by one Party to the other prior to the day of entry into force of the Contract during the term of validity of the Contract, including the information on the performance of the Contract, except for the information made available to the public, during the term of validity of the Contract and after its expiry shall be confidential and not subject to publication, shall not be disclosed to third parties without written consent of the other Party, unless legal acts of the Republic of Lithuania establish otherwise.

7.2. The Customer undertakes not to assign and/or not to transfer the rights and/or responsibilities relating to this Contract without advance written approval of the Contractor.

7.3. The Parties hereto have explicitly agreed that this Contract shall not be considered to be a subcontracting or mediation agreement. The Customer acting in compliance with the provisions of the Contract shall acquire the Services under this Contract for the purpose of satisfying his business needs, i.e. sending the Customer's postal items and/or delivering them to the addressees of postal items. The Customer shall be prohibited from purchasing the Services for the purpose of their resale to third parties.

7.4. All notifications and other correspondence of the Parties sent to each other under the Contract shall be in writing unless the particular provisions of the Contract explicitly allow providing them in any other form, and shall be considered to be provided properly when they are handed in personally or sent by a registered postal item and delivered to the addresses of the Parties indicated in the Contract or sent by fax numbers specified in the Contract subject to receipt of successful sending acknowledgement from the sender's fax, or provided via e-mail addresses specified in the Contract. Where the Parties have explicitly agreed on the particular method of the provision of information under the Contract, the information provided using such particular method shall be considered to be provided properly.

7.5. All amendments and supplements to the Contract shall be made in writing and signed by both Parties, unless this Contract explicitly specifies otherwise.

7.6. Annexes to the Contract referred to in paragraph 5.1 of the Special Part shall constitute inseparable parts to the Contract. Documents (lists, etc.) used according to the provisions of this Contract, as well as specifications of postal items and respective conditions pertaining to the provision of Services to be followed by the Parties in performing the Contract shall be posted on the internet website: www.lietuvospaštas.lt. The Parties hereto have agreed to act in accordance with documentary versions published in the aforementioned manner in implementing the provisions of this Contract regardless of whether or not the Customer has been separately notified of their amendments.

7.7. The Contract shall be concluded and performed and its provisions shall be construed in accordance with the law of the Republic of Lithuania. Disputes or other disagreements arising

from the Contract shall be settled by way of negotiations between the Parties. Where a dispute or other disagreement arising from this Contract cannot be addressed by way of negotiations between the Parties, the dispute shall be referred for settlement to the court of the Republic of Lithuania according to the registered office address of the Contractor according to the law of the Republic of Lithuania.

7.8. The Contract is concluded in 2 (two) copies of equal legal power delivering one copy to each Party.
