

## SALES AND PURCHASE AGREEMENT No. \_\_\_\_\_

Vilnius, \_\_\_\_\_, 20\_\_

Limited Liability Company TD Baltic, legal entity code 111596385, VAT Payer's code LT115963811, with registered office address at Šeimyniškių str. 21, Vilnius LT-09236, c/a No. LT52 7300 0100 0004 5680, bank AB bankas Swedbank, represented by Director Ervinas Leontjevas, acting in accordance with the Bylaws of the Company (hereinafter – the "Seller") on the one hand and

\_\_\_\_\_, legal entity code \_\_\_\_\_, VAT Payer's code \_\_\_\_\_, with registered office address at \_\_\_\_\_

\_\_\_\_\_, c/a No. \_\_\_\_\_, bank \_\_\_\_\_, represented by \_\_\_\_\_, acting in accordance with \_\_\_\_\_ (hereinafter – the "Buyer") on the other hand,

hereinafter jointly referred to as the "Parties" and any of them individually – as the "Party", have concluded the following Sales and Purchase Agreement (hereinafter – the "Agreement"):

### 1. Subject-matter

1.1. The Seller obliges to sell products of agreed assortment following the contractual terms, conditions and procedures established herein to the Buyer for the latter's ownership, and the Buyer obliges to buy and accept the said products and pay an agreed price for them.

### 2. Products

2.1. For the purpose of this Agreement, products shall be deemed all goods sold by the Seller and included on the Seller's pricelist on the day of confirming the order. The Buyer may acknowledge itself with the pricelist, which is effective on the respective day, at the registered office of the Seller or on the internet, if the Buyer has been given the right to buy products using the TD Online system, as described in Clause 4.3 hereof.

2.2. The Parties agree that before placing an order for products, the Buyer shall ascertain whether or not any additional restrictions are applied on the products to be ordered.

2.3. The guarantee for the products is issued pursuant to the provisions established in Annex 1 hereto.

### 3. Prices

3.1. Product prices shall be established in the Seller's pricelists, as indicated in Clause 2.1 hereof. At its discretion, the Seller, shall have the right to change the assortment of products included on the pricelist, product prices (including categories of product prices (3 categories) and of products (5 categories) given on the pricelist, which are applicable according to the volume of purchase) at any time before accepting order, as set forth herein below.

3.2. The Parties agree and acknowledge that, notwithstanding the things said elsewhere herein, the Seller shall have the right to cancel an accepted order by sending a notification to the Buyer about this and, if possible, by suggesting the Buyer to make a new Buyer's offer (to place a new order). In such a case, this new order of the Buyer shall be deemed accepted when confirmed (accepted) by the Seller as set forth in Clause 4.2 below.

3.3. Disregarding the fact that product prices in the pricelists may be given in a currency other than the national currency of Lithuania – euro (EUR), the Buyer shall pay the Seller for products in euro according to the official exchange rate of euro and a relevant foreign currency as established by the Bank of Lithuania and effective on the date of issuing out an invoice, based on the price of the product in the foreign currency as specified in the order, on the date of accepting such an order.

Seller's signature \_\_\_\_\_

Buyer's signature \_\_\_\_\_

3.4. The Seller shall have the right to apply discounts, which shall be individually agreed upon with the Buyer.

3.5. The product prices specified in the pricelists and accepted orders do not include the Buyer's payments for transport services and handling sales and purchase formalities according to the rates specified on the Seller's website. The Seller shall have the right to unilaterally change the rates specified on its website, but such changed rates shall not be applicable to orders accepted by the Seller before the change of the rates was performed.

#### **4. Product Orders**

4.1. The Buyer shall order products by either placing a written order with the Seller, signed by an authorized representative of the Buyer, or by submitting a written order by fax or by electronic communication means (using the TD Online system as defined in Clause 4.3 hereof, or by other electronic ordering system developed by the Seller, or by standard e-mail), unless the Parties agree otherwise.

4.2. An order shall be deemed accepted by the Seller and obligating the Buyer to purchase the ordered goods, when the Seller sends a confirmation of this order in writing by fax (using the fax number indicated herein below) or by electronic communication means mentioned in Clause 4.1 hereof (to the same e-mail address of the Buyer, which was used to send the other). If the confirmation of the order sent by the Seller does not coincide with the order placed by the Buyer (except for minor inadequacies or evident errors or mistakes with an obvious correct solution), then such a confirmation of the order shall be deemed a suggestion by the Seller to the Buyer to place a new Buyer's order. Such a new order of the Buyer shall be deemed accepted when confirmed by the Seller as set forth in Part 1 of this Article.

4.3. The Seller has introduced and owns by the right of ownership an electronic system of placing orders/receiving confirmations – TD Online, and the conditions of its use are described in Appendix 2 hereto. The Buyer shall be allowed to use the TD Online system for the purposes of implementing the Agreement, after the Seller expresses its consent and the Buyer confirms by a signature of the Seller's authorized person and the Seller's seal that it has familiarized itself with the conditions of use of the TD Online system specified in Appendix 2 and has undertook to satisfy them.

4.4. The Buyer and the Seller agree and confirm that orders/order confirmations sent/received by the communication means mentioned in Clauses 4.1, 4.2 and 4.3 above (including electronic communication means) shall be lawful and sufficient evidence acknowledged by the Parties, substantiating obligations assumed by the Parties, and the rights given to the Parties, which are related to such orders and defined herein.

4.5. By submitting a respective notification to the Seller, the Buyer may cancel its order placed, if it is done before the confirmation receipt of such order is received from the Seller. After an order is confirmed, the Buyer is able to cancel it only with the Seller's consent thereto.

#### **5. Product Hand-Over**

5.1. Referring to the provisions of Clause 3.5 hereof, the Seller undertakes to deliver to the Buyer new, free from any encumbrances, quality products, which meet the specifications, standards and technical conditions of the manufacturer, provided for in technical documentation of the products, which is handed to the Buyer together with the products.

5.2. Referring to the provisions of Clause 3.5 hereof, the Seller shall deliver the products to the Buyer at its address: \_\_\_\_\_

if the Parties do not agree on other delivery of the products. At its discretion and at any time, the Seller shall have the right to change the fee rates for transport services and handling sales and purchase formalities, as specified on the website by giving a notice about it to the Buyer. Such changes shall be valid only after a relevant notice in respect of the ordered products is given.

5.3. The Seller undertakes to deliver the products to the Buyer not later than within 3 days from the expected date of delivery specified in the order confirmation, unless specified otherwise in the order confirmation or unless the Parties agree for a later date.

5.4. Authorized representatives of the Seller and the Buyer shall agree in advance on the exact time of delivery of products. The Buyer must be prepared to accept the products at such established time and to help the Seller's representative to unload them. The Buyer shall be obliged to accept the delivered products without delay. Should the Buyer fail to accept the products as specified in this Clause and Clause 5.5 hereof, the Seller can sell those products to other buyers, and the term of the Seller's

Seller's signature \_\_\_\_\_

Buyer's signature \_\_\_\_\_

obligations set forth in Clause 5.3 hereof will start anew. Additionally, a repeated duty of the Buyer will also emerge according to Clause 3.5 hereof and the Buyer's liability according to Clause 7.2 hereof.

5.5. The hand-over of the products shall be confirmed by a waybill and/or a VAT invoice signed by representatives of both Parties.

5.6. Upon delivery of the products, the Seller's and the Buyer's authorized representatives shall examine the products according to the product assortment on the waybill and/or the VAT invoice (the Buyer shall accept delivered products that correspond to the specified assortment). During the examination of the products, the Buyer's authorized representative shall check them and make sure that external packaging of the products has not been damaged and products do not have external defects (when such defects may be ascertained without damaging the package of the products). In case of no such damages, the Buyer's authorized representative shall accept the products as set forth in Clause 5.5 hereof. If external packaging of a product is damaged, the Seller's representative together with the Buyer's representative shall unpack, examine and evaluate the product. In case of no external defects, the Buyer shall unload and accept the product as provided for in Clause 5.5 hereof as well as make a written statement to write down and submit a brief description of the damage done to external packaging. The Buyer can refuse to accept a product with external defect and may return it to the Seller's representative or it can be accepted by the Buyer upon agreeing (with responsible representatives of the Seller at the registered office) upon an acceptable sales and purchase price of the product and making a respective written statement about this. The Seller is not bound by any afterward claims from the Buyer regarding the quantity of the products, the damage to external packaging of the products or external defects of the products.

5.7. The right of ownership of the products will pass on to the Buyer only after full settlement of accounts (payment for products, etc.) with the Seller pursuant to Part 6 hereof.

5.8. The risk of accidental loss or damage, or any other decrease in the value of products shall pass on to the Buyer after the moment of product transfer to the Buyer.

5.9. Until the right of ownership of products passes on to the Buyer, the Buyer shall properly keep and store the products by following the manufacturers' recommendations.

## **6. Payment Terms**

6.1. All contractual settlements hereunder shall be carried out by bank transfers to the bank account indicated by the Seller below. The Parties may also agree on another form of settlement.

6.2. The Buyer shall pay for the products and settle accounts in advance (by the date of delivery indicated on the order confirmation), as set forth in Clause 3.5 hereof, unless the Parties agree otherwise. The Seller may refuse to hand-over the products to the Buyer as established in Part 5 hereof, should the Buyer, by the expected hand-over of the products, fail to present to the Seller the evidence of paying for the products to the satisfaction of the latter.

6.3. If the Buyer and the Seller agree in writing on operating credit, the Buyer shall pay for the products and settle accounts according to the provisions of Clause 3.5 hereof within the term indicated on an agreement regarding the operating credit, when such a term begins from the day of product delivery and presentation of the invoice, unless the Parties agree otherwise in writing.

6.4. The Buyer's obligation to settle accounts shall be deemed discharged after the amount of the respective obligation is accounted into the Seller's bank account indicated herein.

6.5. The Seller has the right to establish an operating credit limit for the Buyer in writing and to change or withdraw it unilaterally at any time. Upon establishing an operating credit limit, the Seller and/or an insurance company (selected by the Seller), which insures such operating credits shall have the right to use the information on the Buyer, which has been provided by third parties and the Buyer itself; and the Buyer obliges to submit information to the Seller requested by the latter or other information known to the Buyer that would help assess the financial status of the Buyer and its abilities to properly implement the Agreement.

6.6. Should the Buyer exceed the established operating credit limit or the due payment term expire, the Seller shall have the right to terminate the delivery of the ordered products to the Buyer, and any amounts paid by the Buyer to the Seller shall be automatically accounted in for covering the oldest Buyer's indebtedness to the Seller, irrespective of the payment purpose indicated on the Buyer's payment documents.

## **7. Liability**

Seller's signature \_\_\_\_\_

Buyer's signature \_\_\_\_\_

7.1. Should the Buyer miss the term of paying for the products (including an advance payment) as set forth in Clauses 6.2 and 6.3 hereof, the Buyer shall pay to the Seller 18 (Eighteen) percent of annual (it shall be deemed that a year has 360 days) default interest from delayed amounts for every overdue day.

7.2. Should the Buyer unreasonably refuse (fail) to accept the ordered products, the Seller shall have the right to require the Buyer to pay a fine of 30 (Thirty) percent of the value of the unaccepted products.

7.3. The Buyer shall cover all expenditures of the Seller's related to the recovery of the Buyer's indebtedness to the Seller, including all justified legal counseling fees and operating credit insurance expenses.

## **8. Force Majeure**

8.1. The Parties shall not be liable for failure to fulfill or improper fulfillment of their contractual obligations hereunder, if the reason behind such failure to fulfill or improper fulfillment is Force Majeure. Force Majeure shall be interpreted pursuant to legislation of the Republic of Lithuania. Also, considering the fact that orders can be placed and confirmed by electronic communication means, ensuring proper functioning of which is especially complicated, the Parties agree and accept to consider, among other things, major disorders of the TD Online electronic ordering system as cases of Force Majeure.

8.2. The Party hereto, which cannot fulfill its contractual obligations hereunder due to Force Majeure, shall submit a written notice about it to the other Party as soon as possible.

8.3. After Force Majeure has ended, the Parties shall resume fulfilling their contractual obligations hereunder. Should Force Majeure last for more than 6 months, any Party shall have the right to terminate the Agreement unilaterally with a written notification thereof to the other Party.

## **9. Notices**

9.1. All notices, demands, requests and other correspondence between the Parties under the Agreement (except for placing product orders and confirming orders as defined herein above) shall be made in writing and sent by registered mail or by telefax to the address of the respective Party or other addresses given by the Parties to each other:

The Seller:  
UAB TD BALTIC  
Tel.: +370 5 2780610  
Fax: +370 5 2780611  
E-mail: [info@tdbaltic.lt](mailto:info@tdbaltic.lt)

The Buyer:

Tel. \_\_\_\_\_  
Fax \_\_\_\_\_  
E-mail: \_\_\_\_\_

## **10. Other Provisions**

10.1. The Agreement comes into force on the day of its signing and is valid for one year, afterwards it shall be automatically renewed for another period of one year (the number of renewals is unlimited), if not less than 15 days before the Agreement expiry date neither of the Parties expresses its wish in writing to discontinue the validity of the Agreement when the respective year ends.

10.2. Any Party may unilaterally terminate the Agreement, if the other Party fails to fulfill the Agreement or commits a grave violation of it, by giving a 10 (ten)-day advance written notice to the other Party, on condition that the defaulting Party fails to remedy the situation within the 10-day notice period. Moreover, the Seller shall reserve the right to unilaterally terminate the Agreement by giving a 2 (two)-month advance notice to the Buyer.

10.3. The Party may assign its contractual rights and liabilities hereunder to any third party only having received a written permission from the other Party.

10.4. The Parties shall implement the Agreement following the principle of good will. Any disputes between the Parties shall be resolved by mutual agreement. Should the Parties fail to agree, the dispute shall be resolved following the procedure set forth by the legislation of the Republic of Lithuania.

10.5. The Agreement shall be governed by the law of the Republic of Lithuania.

10.6. Should any provision of this Agreement become partly or fully void, the non-validity of such a provision shall have not effect on the remaining provisions. In such a case the Parties shall agree on a replacement for the non-valid provision by another one, which should approximate to the non-valid provision in economic and legal meanings as closely as possible.

10.7. The Parties oblige to keep confidential all the information received in the course of fulfilling the Agreement and not to disclose it to any third parties, except for the cases set forth herein or by applicable laws.

Seller's signature \_\_\_\_\_

Buyer's signature \_\_\_\_\_

10.8. The Agreement is drawn in two counterparts of equal legal powers and each Party receives one copy of the Agreement.

**SELLER**

Signature \_\_\_\_\_

Representative: Ervinas Leontjevas

Position: Director

Name of the company: TD BALTIC, UAB

Seal

**BUYER**

Signature \_\_\_\_\_

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Name of the Company: \_\_\_\_\_  
\_\_\_\_\_

Seal

**ANNEX 1 to SALES AND PURCHASE AGREEMENT No. \_\_\_\_\_**  
concluded by and between UAB TD BALTIC and \_\_\_\_\_  
Vilnius, \_\_\_\_\_, 201\_\_

**GUARANTEE**

1. With reference to the products sold by the Seller to the Buyer, limited time periods and other provisions of the guarantees provided by respective manufacturers to their products apply, as defined in technical documentation for specific products. The guarantee time period shall begin from the moment of the product hand-over to the Buyer.

2. The Parties agree and acknowledge that the Seller itself shall not carry out any guarantee repair works. The Seller only serves as an intermediary in providing the manufacturers' guarantee, i.e. the Seller refers to the respective manufacturers' technical centers in Lithuania to be contacted by the Buyer for the guarantee servicing of products.

3. If there are no respective product manufacturer's technical centers in Lithuania, then, at its expense, the Buyer shall deliver the products to the Seller's indicated location within Lithuania, wherefrom they are sent abroad for guarantee repair works.

4. The Buyer shall deliver to the Seller the products, which are beyond repair and have to be replaced, of their original complete set, except when it is not mandatory under the guarantee provisions of the manufacturer of the respective product.

5. Together with the products submitted for guarantee repair works or replacement, the Buyer shall submit to the Seller a copy of the respective purchase invoice and shall complete the product return form presented by the Seller.

6. Should it appear that the products sent abroad for guarantee repair works meet the specifications, standards and technical conditions of the manufacturer, as set forth in technical documentation of the products, and are fully functional, or should it appear that such products have been damaged (because of repair works carried out on one's own initiative; because of changes to the original complete set; etc.), the Seller shall compensate the Buyer's expenditures suffered for product transport services and other related expenses.

7. The guarantee provided by the manufacturer shall not be applied if it appears that the defects of products have occurred due to improper use of such products, i.e. when instruction/user manuals, instructions on storage and other instructions established by the manufacturer had not been followed.

**Acknowledged myself with and agree to the above**

On behalf of the Seller:  
Ervinas Leontjevas, Director of UAB TD Baltic

On behalf of the Buyer:

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(signature)

**ANNEX 2 to SALES AND PURCHASE AGREEMENT No. \_\_\_\_\_**  
concluded by and between **UAB TD BALTIC** and \_\_\_\_\_

Vilnius, \_\_\_\_\_, 201\_\_

**AGREEMENT ON ONLINE ORDERS BY THE TD ONLINE SYSTEM**

***The Agreement on Online Orders by the TD Online System (hereinafter – the “TD Online Agreement”) is an integral part of Sales and Purchase Agreement No. \_\_\_\_\_ and all provisions of the Sales and Purchase Agreement shall apply to this TD Online Agreement, except for the cases when it is clearly stated otherwise. The definitions applied in the TD Online Agreement shall be consistent with the definitions in Sales and Purchase Agreement No. \_\_\_\_\_, unless clearly stated otherwise. Please print out two copies of this TD Online Agreement. Complete the under-part on both copies. Both copies of the TD Online Agreement shall be signed by the Buyer’s authorized representative and certified by the Buyer’s corporate seal. Please send the completed copies of the TD Online Agreement to the following address: “TD Online”, UAB “TD BALTIC”, Šeimyniškių str. 21, Vilnius LT-09236.***

Having processed your request, we will inform you regarding your possibility to use the online ordering system TD Online. Please read all terms and conditions of this TD Online Agreement before signing it. By signing this TD Online Agreement, your organization (hereinafter – the “Buyer”) agrees to the terms and conditions hereof, which may be modified from time to time, as defined herein below. This TD Online Agreement shall come into force on the day indicated on the copy of the TD Online Agreement signed by the Seller’s authorized representative and returned to the Buyer and the Agreement shall be valid until terminated under the terms and conditions below. The TD Online system may only be used until the TD Online Agreement has expired or has been terminated.

**PREAMBLE**

- (A) The Seller wishes to give the Buyer a possibility to use the TD Online system, which will acquaint the Buyer with the list of Seller’s represented manufacturers, the products traded by the Seller, and, on password entry, will allow the Buyer to review the Seller’s traded products in stock as well as to place orders with the Seller on the website.
- (B) The Seller and the Buyer want and agree to buy and sell products via the TD Online system (the Seller’s website) pursuant to the terms and conditions of this TD Online Agreement.

**DEFINITIONS**

“*The TD Online system*” means the online ordering system described in Preamble (A) owned by the Seller by the right of ownership.

“*Products*” mean products offered for sale by the Seller and put on its website that can be acquired by the Buyer via the TD Online system.

“*Users*” mean persons hired/employed by the Buyer and appointed by the administrator (the Buyer’s employees or authorized representatives), who have authorization to use the TD Online system.

**1. Subject-matter**

1.1. The Seller obliges to sell and the Buyer obliges to buy such quantities of the Products ordered via the TD Online system by the Buyer pursuant to the terms and conditions established by the Sales and Purchase Agreement and this TD Online Agreement.

**2. Administrator**

2.1. The Buyer shall appoint an administrator and fills in his/her name, surname at the end of this TD Online Agreement.

2.2. It shall be the administrator’s duty to maintain contacts with the Seller and use the TD Online system on the Buyer’s behalf.

2.3. The Buyer may change a person appointed for the position of the administrator and in this case shall immediately inform the Seller about it in writing. The Seller may then provide a new password to the Buyer.

Seller’s signature \_\_\_\_\_

Buyer’s signature \_\_\_\_\_

2.4. In order so that the Parties would be able to operate the TD Online system, the Buyer shall supervise and ensure that the Administrator performs the following functions:

- 2.4.1. Appoints Users and administers their actions;
- 2.4.2. Provides every new User with a password;
- 2.4.3. Removes Users;
- 2.4.4. Verifies that the addresses indicated for deliveries of the Products orders via the TD Online system are correct.

2.5. The Parties acknowledge that the administrator shall have the right to change the data indicated in Clause 2.4.

2.6. The Buyer shall assume sole responsibility for actions of the Administrator in changing/modifying any of the data defined in Clause 2.4 hereof; and the Seller shall not be held liable against the Buyer for any changes/modifications made by the Administrator under the vested-in authorities.

### **3. Password**

3.1. When this TD Online Agreement is signed by both Parties, the Seller shall provide the administrator with a personal password (hereafter – the "Password").

3.2. The Password shall have three functions:

- 3.2.1. Allows access to and work with the TD Online system;
- 3.2.2. Identifies the Buyer;
- 3.2.3. Confirms that the Buyer agrees with the orders placed on its behalf and obliges to fulfill them.

3.3. The Parties hereby oblige to keep the Password confidential. The parties shall mutually settle all possible measures and shall ensure the Password is kept confidential.

3.4. Should any User stop (be suspended from) using the TD Online system pursuant to Clause 2.4 hereof, the Administrator shall modify his/her password without delay.

### **4. Changes/modifications, temporary suspension, termination and restrictions of use of the TD Online system**

4.1. The parties acknowledge that the Seller without any warning to the Buyer in advance shall have the right to:

- 4.1.1. Unilaterally change (remake, modify, etc.) the TD Online system, including changes to the Password provided to the Buyer;
- 4.1.2. Apply temporary measures of suspending access to (work with) the TD Online system because of repair works, updating or other reasons;
- 4.1.3. Terminate the functioning of the TD Online system;
- 4.1.4. Restrict the Buyer's rights to access and work with the TD Online system.

### **5. Orders**

5.1. The Buyer may place Product orders via the TD Online system pursuant to the provisions of the Sales and Purchase Agreement and the TD Online Agreement. Considering the technical complexity of the TD Online system and so as to avoid any doubts, the Parties acknowledge that the Seller shall have the right to refuse to accept orders placed by the Buyer via the TD Online system or shall have the right to request the Buyer to reconfirm the orders in other ways set forth in the Sales and Purchase Agreement. The failure of the Seller to employ the abovementioned measures shall not revoke the Buyer's obligation to fulfill the orders.

5.2. Orders shall become binding upon the Seller only after being confirmed in the orders section of TD Online system as accepted by the Seller.

5.3. When an order is accepted by the Seller and thus becomes binding upon both Parties, such an order shall be fulfilled pursuant solely to the terms and conditions of sale set forth in the Sales and Purchase Agreement.

5.4. In case of any inconsistency between the provisions of this TD Online Agreement and the Sales and Purchase Agreement, the provisions of this TD Online Agreement shall prevail.

### **6. Prices and Payments**

6.1. Product prices and terms of payment are set forth in the Sales and Purchase Agreement.

Seller's signature \_\_\_\_\_

Buyer's signature \_\_\_\_\_



**7. Intellectual Property**

7.1. All and any trademarks, copyrights and any other intellectual property used for production of or in relation to the Products shall be the property of the Seller; or the Seller shall be licensed by a third party to use the said property; and this TD Online Agreement shall not grant the Buyer any rights of ownership or titles to such intellectual property.

**8. Confidentiality**

8.1. The Buyer obliges to protect and keep strictly confidential the entire Seller's entrusted information, which is not to be disclosed in public; and to take all possible precautions to keep the Seller's confidential information private.

8.2. Confidential information may only be disclosed to those Buyer's employees, who need it for the Buyer to fulfill its obligations hereunder.

8.3. All confidential information disclosed by the Seller to the Buyer shall remain exclusive property of the Seller; and the Buyer undertakes to return such information at the Seller's request no later than the next day or, upon expiry of this TD Online Agreement, until the day of expiry of this TD Online Agreement.

**9. Expiry and Termination**

9.1. This TD Online Agreement shall come into force on the below date and shall be valid alongside the Sales and Purchase Agreement.

9.2. The TD Online Agreement may be terminated pursuant to the terms and conditions set forth in the Sales and Purchase Agreement.

9.3. Notwithstanding what has been stated in Clause 9.2 above, the Seller may unilaterally terminate this TD Online Agreement by submitting a written notice to the Buyer if any of the events set forth in Clauses 4.1.3 and 4.1.4 of the TD Online Agreement occur.

9.4. The confidentiality obligations established by Article 8 shall survive the termination of this TD Online Agreement.

**10. Liabilities**

10.1. Without prejudice to what has been stated in the Sales and Purchase Agreement, the Buyer shall fully indemnify the Seller against any loss, damage expenditures (including costs for courts and legal counseling) suffered or incurred by the Seller as a result of any violation, failure to fulfill or improper fulfillment by the Buyer of any of its obligations (including obligation regarding confidentiality) hereunder.

10.2. The Seller shall not be deemed liable for any fault of the TD Online system due to the internet service providers' fault or failures of the technical equipment and/or the software used.

**11. Final Provisions**

11.1. This TD Online Agreement is concluded personally with the Buyer, who shall not assign this TD Online Agreement (in whole or in part) to any third party without explicit prior consent of the Seller.

11.2. The TD Online Agreement is drawn in two counterparts of equal legal powers and each Party receives one copy of the Agreement.

**SELLER**

Signature \_\_\_\_\_

Representative: Ervinas Leontjevas

Position: Director

Name of the company: TD BALTIC, UAB

Seal

**BUYER**

Signature \_\_\_\_\_

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Name of the Company: \_\_\_\_\_

\_\_\_\_\_

Seal

## **AGREEMENT REGARDING ELECTRONIC COMMERCE CUSTOMER OF TD BALTIC AND LICENSE**

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I have read the above agreement and I agree with its terms and conditions:

**Please send the completed agreement to:**

**TD BALTIC Partner registration No.** .....

„TD Online“

**Name of the company** .....

UAB “TD BALTIC“

Šeimyniškių str. 21, Vilnius LT-09236,

**Code of the company** .....

**Authorized person's name, surname**

.....

**Signature** .....

**On behalf of TD BALTIC,**

**Director's name, surname (if different from the undersigned)**

.....

**Ervinas Leontjevas**

**Director**

**Position of the authorized person** .....

**TD Online administrator's name, surname**

.....

**E-mail address** .....

**For your own safety** (filled in by administrator)

Before starting a telephone conversation with you regarding the TD Online information, we will ask you to tell us this password:

**Address** .....

**City** .....

**Post index** .....

Your mother's maiden surname or your date of birth

**Tel.** .....

.....

**Fax** .....

**ANNEX 3 to SALES AND PURCHASE AGREEMENT No. \_\_\_\_\_**

concluded by and between **UAB TD BALTIC** and \_\_\_\_\_

Vilnius, \_\_\_\_\_, 201\_\_

**AGREEMENT RE SENDING VAT INVOICES BY E-MAIL**

**1. PARTIES**

**Limited Liability Company TD Baltic**, legal entity code 111596385, VAT Payer's code LT115963811, with registered office address at Šeimyniškių str. 21, Vilnius LT-09236, c/a No. LT52 7300 0100 0004 5680, bank AB bankas Swedbank, represented by Director Ervinas Leontjevas, acting in accordance with the Bylaws of the Company (hereinafter – the **"Seller"**) on the one part and \_\_\_\_\_

\_\_\_\_\_, legal entity code \_\_\_\_\_, VAT Payer's code \_\_\_\_\_, with registered office address at \_\_\_\_\_ c/a No. \_\_\_\_\_

\_\_\_\_\_, bank \_\_\_\_\_, represented by \_\_\_\_\_, acting in accordance with \_\_\_\_\_

\_\_\_\_\_ (hereinafter – the **"Buyer"**) on the other part, hereinafter jointly referred to as the "Parties" and any of them individually – as the "Party", have concluded the following Agreement.

**2. SUBJECT-MATTER**

**2.1 The Seller** sends VAT invoices to the **Buyer** to the latter's given e-mail address.

**2.2 The Buyer** agrees to make payments pursuant to the VAT invoices received by e-mail.

**2.3** VAT invoices satisfy all requirements of Articles 79, 80, 81, and 82 of the Law on Value Added Tax and Resolution No.780 "Regarding approval of the regulations on the issuance and acknowledgment of accounting documents for reckoning up taxes" by the Government of the Republic of Lithuania.

**2.4** Hard copies of VAT invoices shall not be sent.

**3. INFORMATION ABOUT THE BUYER.** The **Buyer** assures and warrants that the submitted information is true and correct, and in case of changes of the below information the **Buyer** shall immediately inform the **Seller** to this effect.

<b>Name of the company</b>	
<b>VAT Payer's code</b>	
<b>Telephone / fax #</b>	
<b>Person responsible for receiving VAT invoices: name, surname</b>	
<b>E-mail for sending VAT invoices (1<sup>st</sup>)</b>	
<b>E-mail for sending VAT invoices (2<sup>nd</sup>, if necessary)</b>	

**SELLER**

Signature \_\_\_\_\_

Representative: Ervinas Leontjevas

Position: Director

Name of the company: TD BALTIC, UAB

Seal

**BUYER**

Signature \_\_\_\_\_

Representative: \_\_\_\_\_

Position: \_\_\_\_\_

Name of the company: \_\_\_\_\_

Seal