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Fact Sheet

Standard Terms and Conditions (ST) on a B-to-B level – Lithuania (April, 2013)

1. How must ST be made applicable on business contracts?	On B-to-B level ST prepared by one of the parties are binding to the other if the latter was provided with an adequate opportunity of getting acquainted with the ST. It is considered that the other party was provided with the opportunity if: 1) the party who prepared the ST delivered thereof in written form to the other party before or at the time of signing the contract; 2) the party who prepared the ST informed the other party before the signing of the contract that the contract would be formed in accordance with ST which were accessible to the other party in the place indicated by the party who prepared the ST; 3) a copy of ST was offered to be sent to the other party if requested.
2. Is there a requirement to highlight unusual, or particularly onerous clauses in ST in order for these clauses to be valid?	Yes. According to Civil Code of Republic of Lithuania clauses are considered invalid, which are unusual or surprising for the contracting party, i.e. such conditions that the other party could not reasonably expect to be included in the contract. Particularly onerous clauses in ST can be valid only if they were expressly accepted by the party when they were duly disclosed thereto.
3. Can clauses in ST be challenged by the contract partner once the contract has been entered into?	Yes. The contracting party has the possibility to challenge the ST by the court after the signing of the contract. The court decides whether clauses in ST are valid.
4. Must the ST be registered at the Chamber of Commerce or other authority?	No, there are not only mandatory but also not possible to register ST at the Chamber of Commerce or other authority.
5. What if the contract is concluded electronically?	If the contract is signed by secure-electronic-signature it shall have the same legal force that a hand-written signature in written documents has and shall be admissible as evidence in court.
6. How does the law deal with a "battle of the forms", meaning a situation in which both parties seek to incorporate their own ST into the contract?	Where a contract is concluded by an interchange of standard conditions of a contract made between both parties, it is considered that the contract is concluded on the basis of standard conditions which are common in substance, unless one party clearly indicates in advance his disagreement with the standard conditions proposed by the other party, or informs without delay the other party of his disagreement after the standard conditions are received by him

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