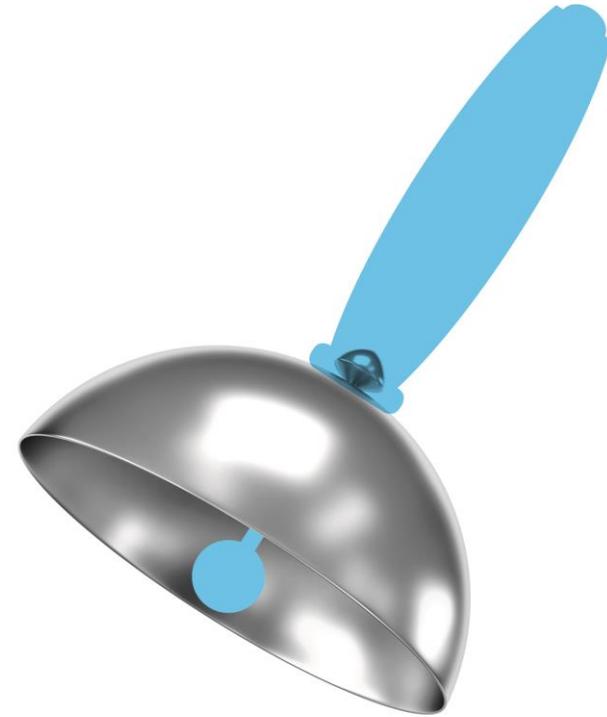


Coronavirus Legal Alert

March 2020



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Execution of commercial contracts (*Force majeure*)

COVID-19 – can we always rely on *force majeure* in the performance of contracts?

Due to the changing business environment due to COVID-19, companies have numerous questions about further performance of contracts under these changed circumstances. It is considered, whether the virus itself or quarantine imposed to contain it can be considered as *force majeure*, relieving the parties of their liability for non-performance.

In the last few days, massive communication had taken place, whereby the business partners have notified each other of the changes in business environment and contract performance, often categorically claiming for existence of *force majeure* circumstances, as a basis for suspension of performance of obligations.

Considering mixed views and doubtful situations, whereby legal entities rely on *force majeure* circumstances, even the Ministry of Economics and Innovation of the Republic of Lithuania joined the discussion on the subject matter.

Below you will find a brief overview of the main regulatory issues of *force majeure*. We hope this will help you evaluate your ability to rely on *force majeure* as well as decide on communications that you receive from your partners.

What is *force majeure*?

Usually, the parties enter into a contract with a *force majeure* clause that is intended to temporarily relieve the party of its obligation to perform its contractual obligations due to new, uncontrollable, irreversible circumstances that the party could not and should not have foreseen when entering into the contract. Typically, such a list of unforeseen circumstances is specified in the contract (earthquake, flood, fire, strike, etc.). However, *force majeure* can be invoked even in the absence of the relevant provisions in the contract, but only on the basis of the Civil Code of the Republic of Lithuania (Article 6.212). The Civil Code of the

Republic of Lithuania identifies the circumstances that would allow the recognition of *force majeure*:

- 1) the circumstances were absent at the time of conclusion of the agreement and it was impossible to reasonably expect the arising of such circumstances;
- 2) the existing circumstances objectively make the performance of the contract impossible;
- 3) the party which failed to perform the contract, was not able to control those circumstances or could not prevent them;
- 4) the party which failed to perform the contract did not accept the risk of the arising of such circumstances or consequences.

Only the totality of these circumstances would allow admitting the *force majeure*. Thus, in contrast to the position often expressed, if the party to the contract does not have the necessary financial resources, the debtor's counterparties are in breach of their obligations or in case of the absence of goods needed to fulfill the obligation, this will not be considered as a *force majeure* circumstance. Although *force majeure* is enshrined in the Civil Code of the Republic of Lithuania, the parties may specify in the contract which circumstances are considered *force majeure*, but in any case, *force majeure* must comply with the above conditions.

It is important to note that *force majeure* does not of itself mean the end of a contract or obligations under a contract. *Force majeure* is only a temporary suspension of obligations under the contract and a circumstance relieving the defaulting party of its liability (damages, penalties).



Execution of commercial contracts (*Force majeure*)

It is also important that, even in the event of *force majeure*, only the non-fulfillment of those obligations can be suspended and only to the extent that they are affected by *force majeure*. Thus, if we can rely on *force majeure* in delaying the execution of the works, this will not necessarily apply to other contractual obligations (design, delivery of materials, coordination of schedule, etc.).

Can the COVID-19 and the quarantine imposed by Government of the Republic of Lithuania be considered *force majeure*?

Since *force majeure* must meet all the conditions set out above by the Civil Code of the Republic of Lithuania, neither the spread of COVID-19 itself nor the quarantine restrictions imposed on its control by the Government of the Republic of Lithuania are in itself considered *force majeure*.

It is the responsibility of the obligated party to assess each obligation individually and to determine whether all the conditions of *force majeure* are met.

Thus, the quarantine restrictions imposed by the Government of the Republic of Lithuania are likely to release the party to the contract from liability, e.g. sports club, for the services not provided. However, due to the same restrictions, the financial difficulty of a sports club to settle with employees, the owner of premises, suppliers of goods or services is not likely to be considered as *force majeure* for the sports club to delay payments.

The logistical challenges posed by COVID-19 or quarantine measures in different countries (disruption of cross-border transportation of goods, entry quarantine, etc.) will potentially meet the conditions of *force majeure* as regards delivery timelines. This does not necessarily mean that the party delivering the goods will avoid liability or other adverse consequences if other contractual obligations are breached (information obligation of the parties, cooperation, etc.).

Each case is to be considered individually and it is important to assess whether performance has been rendered impossible by COVID-19 or restrictive measures

by different countries.

What measures should be taken if you acknowledge the existence of *force majeure*?

Where there is a real or probable threat of non-performance due to *force majeure*, it is necessary to:

- 1) promptly inform the other Party in writing (including by e-mail) of the circumstances of *force majeure* and their effect on the performance of the contract;
- 2) cooperate with the other Party to mitigate the adverse effects of these circumstances;
- 3) collect and preserve evidence of the existence of *force majeure*. This may include evidence of *force majeure* issued by the Chamber of Commerce, Industry and Crafts.

How can we help?

If you have any questions regarding contract performance or *force majeure*, please do not hesitate to approach us at the contacts below.

We can help you:

- 1) to evaluate contract terms to identify potential risks;
- 2) to advise and represent with a view to amending contracts in response to changed circumstances;
- 3) to advise and prepare the necessary documents to ensure the compensation of potential losses;



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- 4) to advise on the determination of the circumstances of *force majeure*;
- 5) to collect evidence of *force majeure*;
- 6) to represent in pre-litigation, dispute resolution and mediation;
- 7) to represent in court and arbitration in disputes.
- 8) to assess the damage suffered and the reasonableness of its amount.



Banking / Insurance

In Lithuania from 16 March to 30 March quarantine is announced due to coronavirus (COVID-19). With respect to the rapid spread of coronavirus, it is very likely that the quarantine period will be extended and the conditions – tightened. Due to such a situation in Lithuania many individuals, businessmen and companies face difficulties. Below we have prepared relevant information with explanations regarding questions that may arise during or after the quarantine in banking and insurance sphere.

Banking:

In this ever-changing environment, many various questions may arise depending on the type of financing transaction (leasing, crediting, etc.), the transaction stage, the changed circumstances during the quarantine, etc. For example, both for the financier and the debtor may arise the following questions:

Whether can the funder refuse funding if the funding relationship is still in the pre-contractual phase and funding has not yet been granted?

It should be noted, that the funders must properly assess all risks related to financing activities when providing funding. If the funder determines that the quarantine already has or will have an adverse effect on future debtor's solvency, timely repayment of funding, etc., such determination may result that the funder will decide to change funding conditions, terms, or withhold funding at all.

For example, Article 6.883(1) of the Civil Code of the Republic of Lithuania provides that: „the creditor shall be entitled to fully or partly refuse to grant to the debtor the credit provided in the agreement upon disclosure of the circumstances expressly evidencing that the credit will not be repaid on due term“.

Whether does the funder have the right to terminate the financing agreement unilaterally in the event of the debtor's default?

If the current situation has caused the debtor to cease to fulfill his obligations under the financing agreement concluded with the funder, then depending on all the circumstances, the conditions of the concluded financing agreement, the type of the financing agreement, etc., a situation may arise that the funder will have the right to terminate the financing agreement.

For example, Article 6.574 of the Civil Code of the Republic of Lithuania regulates the termination of a leasing agreement: „ where the lessee is in fundamental breach of the leasing agreement, the lessor must require in writing that the lessee eliminates, within a reasonable time limit, the infringement if this is possible taking into account specific circumstances. Where the lessee's default continues, the lessor shall have the right <...> to terminate the leasing agreement. Where the leasing agreement is terminated, the lessor shall have the right to require that the object of the agreement is returned to him and to recover such damages as will place the lessor in the position in which he would have been had the lessee duly performed the agreement“.

Whether can the debtor ask the funder to amend already concluded agreement if he has faced financial difficulties?

If the debtor due to current situation is in financial difficulties, he may, taking into account and assessed the whole factual situation, apply to the other party with the request for amendment of the existing agreement in accordance with Article 6.204(3) of the Civil Code of the Republic of Lithuania which provides that: „ in the event where the performance of a contract becomes obstructed, the aggrieved party shall have the right to make a request to the other party for the modification of the contract.



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Such request shall have to be made immediately after the occurrence of obstructions and the grounds on which the request is based indicated therein. The request for modification of the contract shall not in itself entitle the aggrieved party with the right to suspend performance of the contract. <...>”.

It should be noted, that each financing agreement, client, factual situation is individual and should be assessed and discussed individually, therefore, in the event of difficulties in obtaining financing, difficulties in performing a financing agreement, or having general questions related to financing, etc., please contact our team, which will provide relevant information based on your needs and situation.

Insurance:

Announced quarantine and the rapid spread of coronavirus (COVID-19) also affects the insurance sphere, which may raise questions about the scope, validity, etc. of the coverage of the concluded insurance contract. It should be noted that the insurance object differs depending on the type of insurance contract concluded by the client. Below we provide a brief overview of some individual insurance contracts, their purpose, insurance object, etc., due to which most questions may arise in the current changing environment.

Business interruption insurance

Usually, the purpose of this insurance is to compensate the policyholder for financial losses caused by the circumstances that the policyholder is forced to close down, reduce the volume or declare idle time. Usually, the policyholder who is insured by this type of insurance can expect to be compensated for lost profits, other individually negotiated financial losses, and etc. However, it should be noted that this type of insurance is associated with physical (material) damage to the company's assets, such as fire, storm, etc.

Credit insurance

The purpose of this insurance is to reduce or eliminate the financial loss to sellers or creditors of the buyer's or debtor's inability to fulfill their obligations. Usually, this insurance provides insurance coverage against buyers', debtors' insolvency, bankruptcy and consequent potential losses that the seller, the creditor, may incur if another party fails to perform its obligation. By acquiring this type of insurance policy, the policyholder is ensured that in the event of his buyer's or debtor's insolvency, the insurer will pay him an insurance payment. However, it should be noted that this insurance is unlikely to cover or qualify as an insured event the debtor's non-settlement due to *force majeure* circumstances.

Suretyship insurance

The purpose of suretyship insurance is to ensure the performance of the policyholder's obligations. As a general rule, this insurance guarantees that the beneficiary will be compensated for the direct loss suffered as a result of the policyholder's default or improper performance. It should be noted that where the beneficiary is entitled to claim damages for the policyholder's default or improper fulfillment of his obligations, he may claim damages from both the policyholder and the insurer (insurance company). However, it should be noted that this type of insurance usually does not cover or qualify as an insured event the policyholder's default or improper fulfillment of his obligations due to *force majeure* circumstances.

Employer's liability insurance

The purpose of this type of insurance is to compensate the employer's losses due to paid damage compensation to the employee. Usually, this type of insurance covers the employer's liability for damage to an



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employee where the injury is related to the employer's civil liability in the event of an accident at work, on the way to or from work, and during business trips. Usually, this type of insurance covers the employee's lost income, expenses caused by the employee's injury or death, non-pecuniary damage, etc. However, it should be noted that this insurance is related to accidents and does not usually cover cases of diseases, illness, etc.

Please note that each insurance contract may vary in scope, nature, and conditions individually agreed with the insurance company, therefore each insurance contract shall be individually analyzed and evaluated.

Our team is ready to assist you effectively solve questions due to COVID-19 during the quarantine and after. Please contact us, if you need our assistance:

- 1) Review terms and conditions of concluded financing agreements to identify potential risks;
- 2) Advise and represent in order to modify the terms and conditions of financing agreements due to changed circumstances;
- 3) Review and advise on the terms and conditions of insurance contracts;
- 4) Address any other funding and insurance issues.



Employment

What does quarantine mean for employers?

In the Republic of Lithuania, the quarantine regime has been ordered for the period 16-30 March 2020, however, it is already clear that it is highly likely that this term may be extended for a longer period. The establishment of quarantine regime imposes many restrictions on both individuals and businesses.

Activities prohibited during the quarantine regime:

- Visiting cultural, leisure, entertainment and sports facilities as well as serving visitors physically (i.e. museums, cinemas, children's playrooms, sports clubs and other institutions);
- All events and gatherings in both open and closed spaces;
- Activities of healthcare centres, sanatoriums, recreation centres, except individual rehabilitation services related to treatment;
- Activities of caterers, restaurants, cafes, bars, nightclubs and other entertainment venues. The prohibition does not apply when the food can be sold as a takeaway or delivered to customers;
- Activities of shops, shopping/entertainment centres and markets. The prohibition does not apply to the sale of food, veterinary, pharmacy and optical goods. Similarly, the prohibition does not apply to online sales and when goods can be delivered to customers;
- Providing beauty services;
- Activities of casinos and slot machine operators.

What to do for employers?

During the quarantine, you can consider:

- 1) Announcing idle time or partial idle time when the employer cannot, for objective reasons, provide employee or their group with agreed work. The government intends to provide state aid to employers seeking to preserve jobs during quarantine;
- 2) Determining partial work;
- 3) Changing working-time schedule - with the consent of an employee;
- 4) Transferring employees to other job positions - with the consent of an employee;
- 5) Granting annual paid or unpaid leave - with the consent of an employee / on a request of an employee;
- 6) Termination of employment contracts - following procedures established in legal acts;
- 7) Other possibilities.

Our team is ready to assist you to effectively solve questions due to COVID-19 during the quarantine and after. Please contact us, if you need our assistance in:

- 1) Solving issues related to work organization due to reduced or increased workload;
- 2) Solving payment to employees issues;
- 3) Solving the problems regarding foreign workers;
- 4) Solving any other personnel issues.



Litigation

In order to ensure your business resistance to potential Covid-19 virus and consequences related to it, which may become apparent only in the future, we are sharing a couple of advices and suggestions, which may be useful in order to mitigate risks and loses.

Disputes related to execution of contracts – the spread of Covid-19 virus, establishment of quarantine and other related restrictions in the Republic of Lithuania and in any other country may disturb your or your suppliers' usual operation of business. Accordingly, the risks of non-execution or improper execution of contractual obligations to clients or business partners arises. Due to disturbance of execution, delay or non-execution of obligations a threat of contract suspension, termination, contractual penalties or other liabilities application, including but not limited to claims for damage compensation, arises.

There is no universal answer how to mitigate all such risks, however proper evaluation of situation, identification of risk and preparation of action plan may help to avoid such disputes in the future and also reduce the loses. Accordingly we suggest to make realistic evaluation of your suppliers' capacity to execute undertaken obligations and also your obligations to your clients. In case of threat related to execution of obligations, it is suggested to initiate actions in order to control the risks. It should be noted that today's preparation and actions (e.g. amendments of contracts, communication, claim letters, etc.) may have material importance to the dispute which will be examined in court only after a year or later.

Payment delay and debtors' (in)solvency problems – due to Covid-19 virus and related restrictions, disturbance of usual business operation of your debtors or execution of contracts, payments from your buyers or clients may become more often delayed. First of all, the delayed payments raises a risk for your own proper settlement with your creditors. Also, in some cases this may be a strong indicator that your debtor has solvency problems. Not every delayed settlement necessarily mean that debt recovery from the debtor should be started immediately, however in some cases, especially with insolvency indications, such actions would be

seriously considered. In case of delay in recovery of debt, where the insolvency risk of debtor increases, this may lead to debt recovery becoming impossible.

Accordingly, we suggest to evaluate the financial situation of all current and potential debtors as well as the ability to perform undertaken obligations. In case of indication that settlement may be delayed or tried to be avoided, we would suggest to take strict measures and seek to recover the debt or conclude new agreements for settlement before it is too late.

Bankruptcy and related risks – due to payment delay, obligations for employees, lack of control in cash flows or other circumstances, the risk of insolvency and other insolvency related obligations, risks and liabilities arises. It is very important that at the current stage companies would evaluate consequences for incapacity to execute contractual and other obligations, because it rises a risk that creditors may apply to court to open bankruptcy proceedings for an enterprise due to incapacity to execute its obligations.

We would like to remind that on 1 January 2020 a new Law on Enterprise Insolvency came into force, which established a new definition of company being "insolvent". Therefore heads of companies have to properly monitor whether the conditions to consider the company insolvent under new definition did not arise leading to obligation to make application to court. Delay in application may lead to creditors' loses being addressed against and recovered from head of the company.

Also, new regulation established pre-trial stage, which requires to address creditors for consideration to conclusion of agreements for aid (which may be postponement or change of obligation, other means, which facilitate financial situation for the company or helps in prevention from insolvency), therefore your active proper actions and communication with



Litigation

creditors or respective institutions may assist in mitigation of such arising risks.

Our purpose is to help your business to overcome this crisis with minimum losses.

We are of opinion that the best court case is the one which was avoided, however, when it is impossible to avoid a dispute we are here to help and assist you.



Commercial lease

COVID-19 and commercial lease

Following the quarantine of COVID-19 in Lithuania and the consequent business disruption or disruption of a significant portion of the business, one of the most pressing questions for a commercial real estate lease relationship is whether the tenant must continue to perform the lease and pay the rent? On the other hand, is the landlord required to exempt the tenant from the performance of the lease? Is quarantine declared as a result of COVID-19 is a matter of *force majeure* per se?

It is important to understand that restrictions or prohibitions on commercial activities imposed by the Government of the Republic of Lithuania are not considered as *force majeure* per se, nor it automatically give the possibility of non-performance or even termination of the lease.

In assessing current circumstances, the lease parties must first review the terms of their lease, i.e. what circumstances the parties have agreed in advance to be considered *force majeure*, whether the concerned party has assumed the risk of certain adverse events, etc. In addition, it must be determined on a case-by-case basis whether those circumstances meet all the conditions required by law for the general recognition of the existence of *force majeure* (that is, the circumstances did not exist when the contract was concluded and could not reasonably have been foreseen; these circumstances render the contract objectively unenforceable; the circumstances could not be controlled or prevented; the party had not assumed the risk of those circumstances or their consequences).

Under the *force majeure* criteria set out above, the tenant may indeed suspend certain of his obligations under the lease (for example non-payment of rent, refurbishment of premises, etc.), but only to the extent directly affected *force majeure* (there is a causal link between the prohibitions in force and the breach of contract, there was no alternative way of enforcing the contract). In the meantime, other obligations must be discharged in full, such as maintaining the premises in good order, insuring them, submitting financial statements, etc. In all cases, therefore, it is necessary to analyze the specific circumstances and to

identify the tenant's obligations, which have become objectively impossible to perform precisely because of the announcement of quarantine or, for example due to the real threat of COVID-19 virus.

Given that the existence of *force majeure* circumstances can be justified in a particular situation, the tenant must immediately inform the landlord of these circumstances and their effect on the continued performance of the contract.

It should also be noted that in the absence of *force majeure* clauses included in the lease agreement, the lease agreement parties can invoke the provisions of the Civil Code of the Republic of Lithuania without any limitation.

As in the case of other contracts, in the absence of proof for the existence of *force majeure*, other legal rights could be performed, for example to apply to the other party for a modification of the terms of the contract in the event of a substantial change in the balance of the contractual obligations or, in case of disagreement, to go to court.

COVID-19 and construction contract

As in the cases of business premises leases, parties of the construction contract in order to invoke *force majeure* and thereby suspend certain contractual obligations must individually assess whether their performance has been rendered impossible under the commercial restrictions / prohibitions imposed by the Government of the Republic of Lithuania, as well as analyzing standard terms of construction contracts or FIDIC, if the latter is prepared using FIDIC standard terms of construction contracts.

Given the ever-increasing logistical disruption caused by the reintroduction of state border controls and consequent delays in delivering



Commercial lease

construction equipment / materials, contractors are already facing difficulties and violations of construction deadlines. Such circumstances are likely to be invoked as *force majeure* as regards failure to comply with the terms of the works contract, but in each case the individual situations must be assessed individually.

In addition, a significant number of foreign workers in the construction sector have immediately returned to their countries due to the closing of cross-border borders, thus leaving vacant construction sites. For example, if a contractor loses technical staff with a very narrow profile of expertise and workers could not be replaced, such a circumstance would potentially satisfy the conditions of *force majeure* for the execution of a particular part of the construction work.

It should be stressed that it is necessary to notify promptly in writing another party regarding such circumstances of *force majeure* and their effect on the performance of the contract, as well as to cooperate actively and fairly with the other party in order to mitigate the adverse consequences of *force majeure*.

Contractors experiencing the above or similar difficulties, and in order to meet their obligations they are purchasing more expensive equipment / materials or hiring more paid local professionals, are likely to, among other things, be tempted to use the rights provided under the Civil Code of the Republic of Lithuania. The contractor can require an increase in the price of the works or even the termination of the contract due to a substantial increase (more than 15%) in the price of the materials or equipment supplied or services rendered to the contractor at the time the contract was awarded.

Where to start and how can we help?

One of the key points in assessing the circumstances and their actual impact on the performance of the contract in question is the complex analysis of the specific contract and its circumstances and constructive cooperation with the other party to find the best possible solutions and to maintain business relations.

To this end, we promptly review contracts, evaluate their terms, identify potential problems, provide legal assessment of a specific situation, advise and answer any issues, prepare relevant draft notices, contract modifications, evaluate correspondence and documentation addressed to a client, and assist in seeking a client-friendly solution.



Intellectual property

Currently we witness increased number of inquiries regarding obtainment, management and enforcement of intellectual property (hereinafter IP) rights, which are related to extraordinary situation due to COVID-19.

The most popular questions and our answers to them are below.

Is it currently possible to register IP?

Lithuanian State Patent office is working remotely and IT measures implemented few years ago allow to order almost all services (registration applications, transfer of rights, recordal of issued licenses, etc.) via online service system. Our office is also working remotely and can effectively and timely assist our clients with any requests or orders. In case if there is any need for any IP related assistance in any other country – our law firm is a part of international law firm, which has offices in 34 states, thus we are sure we can find any needed assistance in any country.

Are there any risks if I temporarily stop usage of my trademarks in Lithuania?

According to Lithuanian law on Trademarks the registration of a mark may be revoked if, within a period of five years after the registration, a genuine use of the mark has not been started by the proprietor of the mark in the Republic of Lithuania or the proprietor has not expressed serious intention to use the mark in respect of the goods and/or services for which it is registered, or if the mark has not been put to genuine use for a period of five continuous years. However the law provides an exception – this rule does not apply in cases where the use of the mark was prevented by serious reasons. Current situation may be considered as a serious reason preventing the genuine usage of the trademark.

Can a party to a license or franchise agreement stop fulfillment of the agreed duties due to implemented quarantine and other governmental restrictive measures?

Each agreement and each situation should be considered separately, however general rule states that a party shall be exempted from liability for non-performance of a contract if he proves that the non-performance was due to the circumstances which were beyond his control and could not have been reasonably expected by him at the time of the conclusion of the contract, and the arising of such circumstances or consequences thereof could not be prevented. Please note that this provision does not deprive a party of exercising the right to dissolve the contract, or to suspend its performance, or to require interest due.

The goods we manufacture (face masks, medication, etc.) are protected by patents. Does current extraordinary situation with COVID-19 allow third persons to manufacture such goods without getting a license or other permission from us (the patent holder)?

The general rule states that rights of IP holders do not expire or are exhausted in extraordinary situations like current pandemic. However Law on Patents of the Republic Lithuania provides one exemption - the Government of the Republic of Lithuania may adopt a resolution to permit a State or municipal institution, natural or legal persons to market, without the consent of the owner of a patent, a patented invention within the territory of the Republic of Lithuania, if an invention protected by a patent is related to public needs.

Is there any way how I can protect my IP from potential bankruptcy of my company?

Usually two measures are applied: transference of IP rights to more secure entity (for example from daughter company to parent company, from company to shareholder, etc.) or if the company is considering registration of IP right now – to register it in the name of safer entity. However one should be aware that the law requires genuine usage of the trademarks, thus if the trademark is transferred or registered in the name



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of one company (for example, parent company) and is factually used by another (daughter company or subsidiary) – a license agreement between these two entities must be concluded.

We created a new design of a product (for example face mask), which is different from all earlier analogs, however I already started selling of this product. Can I still protect my IP rights?

Design can be registered if it is new. A design is new if no identical design has been disclosed before it. Lithuanian law permits a grace period of 12 months during which the design can be registered after it's first disclosure. If the 12 month period has expired – the product still can be protected as a 3D trademark.



About Eversheds Saladžius

Law firm Eversheds Saladžius is the member of Eversheds Sutherland Europe. Eversheds Sutherland – one of the largest full service business law firm in the world TOP 15, providing quality, innovative and consistent legal services around the globe from 69 offices in 34 countries. Offices of Eversheds Sutherland are based in the largest cities of Europe, United States, Middle East, Asia and Africa. Eversheds Saladžius has more than 20 years of experience and provides full scope legal services to local and global clients on all aspects of business law.

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