ORDER agreement

Riga,

**\_\_\_.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20\_\_\_**

**{!alternative wording if the Agreement is signed with a secure electronic signature!}** See the Agreement date in the electronic signature area

|  |  |  |
| --- | --- | --- |
| **Latvenergo AS**(hereinafter referred to as the Customer) | and | **-** **-**(hereinafter referred to as the Contractor) |
| Registration number: 40003032949VAT payer number: LV40003032949 |  | Registration number: -VAT payer number: - |
| Address: Pulkveza Brieza Street 12, Riga, LV-1230 |  | Address: - |
| Credit institution: SEB Banka AS |  | Credit institution: - |
| SWIFT code: UNLALV2X |  | SWIFT code: - |
| Account number: LV24UNLA0001000221208 |  | Account number: - |
| represented by its *[select or enter representative]* and *[select or enter representative]* acting in accordance with Latvenergo AS Management Board Decision No.1/1 “Regarding authorisations for the Chief Executive Officer, Chief Commercial Officer, Chief Financial Officer, Chief Operating Officer, Chief Development Officer, and Chief Administrative Officer of Latvenergo AS” of January 4, 2022; |  | represented by its *[enter representative or representatives]* acting in accordance with *[select or enter representation basis]*; |

hereinafter severally referred to as the “Party” and jointly as the “Parties” agree on the following provisions of the agreement (hereinafter referred to as the Agreement):

# SPECIAL PROVISIONS

## Subject of the Agreement

* 1. The Contractor sells and delivers inverters to the Customer (hereinafter referred to as the Order), but the Customer shall pay to the Contractor for the Order fulfilled pursuant to the terms of the Agreement. The Order specification is provided in the annex to the Agreement (Order Specification).

## Contract Amount

* 1. The total payment for the performed Order shall be *[enter total amount in figures]* EUR (*[enter total amount in words]*) (hereinafter referred to as the Contract Amount), which consists of the contract price of *[enter contract price in figures]* EUR (*[enter contract price in words]*) (hereinafter referred to as the Contract Price) and VAT of 21%, which amounts to *[enter VAT in figures]* EUR (*[enter VAT in words]*).

**{!alternative to the wording of Clause 2.1 for the cases, when the Contractor is not a VAT payer or the reverse VAT payment procedure is applied, deleting the previous paragraph!}** The payment for the Order shall be *[enter total amount in figures]* EUR (*[enter total amount in words]*) without VAT (hereinafter referred to as the Contract Price or the Contract Amount). All the taxes and duties are included in the Contract Amount and they shall be paid by the Contractor, except value added tax. ***![select VAT payment procedure]!***

* 1. **{!should be deleted if not applicable!}** The amount of the Advance payment is 30% of the Contract price. The Customer make the Advance payment within 10 (ten) days after Agreement entered in force and having received a respective supporting document (invoice) from the Contractor and appropriate Advance payment security.
	2. **{!should be deleted if not applicable!}** In accordance with the procedure specified in the General provisions of the Agreement the Contractor shall submit to the Customer an Advance payment security in the amount of the advance payment specified in Clause 2.2 of the Special provisions.

## Term of the Agreement

* 1. This Agreement enters in force when signed by both Parties and is valid until complete fulfilment of obligations provided herein.
	2. The Contractor shall fulfil the Order in accordance with the procedure set out in the Agreement and with the deadlines set in the annex.

## Warranty period

* 1. The warranty period of the fulfilled Order shall be *[select or enter the period]* months from the date of transfer and acceptance of the Order. Any non-compliance (quality, functionality, specification) under the Order following delivery of the goods (in accordance with the applicable Incoterm) shall be subject to manufacturer’s warranty and shall be resolved under warranty.
	2. Claims for warranty and remedies under warranty are subject to manufacturer`s warranty which is added as Annex to the Agreement.
	3. If any contradictions between Clause 6 of the General provisions of the Agreement and Annex (manufacturer`s warranty) to the Agreement arise, Clause 6 of the General provisions of the Agreement shall prevail.

## Amount of performance security of the Agreement

* 1. Within 20 (twenty) days of signing the Agreement, the Contractor shall submit to the Customer a performance security of the Agreement of *[enter total amount in figures]* EUR (*[enter total amount in words]*) (hereinafter referred to as the Performance Security of the Agreement).

## Procedure of attraction of subcontractors

* 1. No subcontractors are attracted under the Agreement.

**{!alternative text which may replace the previous paragraph!}** Section Subsection (B) (Procedure in accordance with the requirements of the Law On the Procurement of Public Service Providers) of the general provisions of the Agreement is applied to the attraction of subcontractors.

## Additional penalties

* 1. Special provisions of the Agreement do not provide for additional penalties.

## Additional provisions

* 1. Either Party`s obligations in regard to the supply of the goods under the Order shall be limited to and defined by the applicable Incoterm 2020.
	2. The Contractor´s overall liability under the Order shall not exceed 100% of the Contract Price, unless in case of Contractor’s wilful misconduct or fraud.
	3. To the utmost extent permitted under applicable law neither party shall be liable for any indirect or consequential loss or any loss of use, production revenue, profit, good-will.
	4. The Contractor shall indicate in the invoice:
		1. the combined nomenclature (CN) code (8 digits), the gross weight and net weight (in kg) of the goods (if the good contains accumulator, it’s weight has to be indicated separately),
		2. the type of packaging material (paper/cardboard, wood, plastic, polystyrene, aluminium, black metal) and weight (in kg) of each type of packaging material.

In a) and b) subsections mentioned information has to be indicated for each item of the invoice.

## Annexes to the Agreement

* 1. Annex 1 – Order Specification.
	2. Annex 2 – Authorised Persons and Contact Persons.
	3. Annex 3 – Procedure for placing an Oder, fulfilment and transfer and acceptance of an Order.

## Signatures of the Parties

* 1. By signing these special provisions of the Agreement, the Parties agree to the general provisions of the Agreement and Annexes to the Agreement as appended and amended herein.
	2. **{!should be deleted if not applicable!}** The Agreement, together with its Annexes is signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Agreement signed with a secure electronic signature and containing a time stamp within one working day of signing the Agreement to the Customer’s e-mail: kanceleja@latvenergo.lv. The date of signing the Agreement is the date of the last added secure electronic signature and its time stamp.

|  |  |
| --- | --- |
| **CUSTOMER** |  **CONTRACTOR** |
| Latvenergo AS  | - - |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[select or enter representative]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[enter representative]*  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[select or enter representative]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[enter representative]* |

Annex 1 to the Agreement

Order Specification

Annex 2 to the Agreement

Authorised Persons and Contact Persons

**Contact persons**

For the purposes of coordinating the fulfilment of the Agreement and provision of replies relating to the Order, as well as receiving invoices, the following persons are designated as Contact Persons on behalf of the **Customer:**

|  |  |  |  |
| --- | --- | --- | --- |
| Name and Surname | Position | Phone number | E-mail address |
|  |  |  |  |

For the purposes of coordinating the fulfilment of the Agreement and provision of replies relating to the Order, as well as the following persons are designated as Contact Persons on behalf of the **Contractor**:

|  |  |  |  |
| --- | --- | --- | --- |
| Name and Surname | Position | Phone number | E-mail address |
|  |  |  |  |

**Authorisation**

For the purposes of proper fulfilment of the Agreement the following persons are authorised by the **Customer** to take any necessary actions and sign related documents during the effective period of the Agreement:

|  |  |  |
| --- | --- | --- |
| Name and Surname | Position | Scope of authorisation |
|  |  |  |

For the purposes of proper fulfilment of the Agreement the following persons are authorised by the **Contractor** to take any necessary actions and sign related documents during the effective period of the Agreement:

|  |  |  |
| --- | --- | --- |
| Name and Surname | Position | Scope of authorisation |
|  |  |  |

The authorisation given within the scope of this Annex do not entitle to amend the Agreement, assign and/or assume new financial liabilities on behalf of the Parties.

Annex 3 to the Agreement

**PROCEDURE FOR PLACING AN ORDER, FULFILMENT AND TRANSFER AND ACCEPTANCE OF AN ORDER**

An Order shall be deemed to be coordinated and transferred to the Contractor for performance on the day of entry of the Agreement into force.

The Contractor shall deliver an Order of Goods (or part thereof) in accordance with the range, amount, reception places, deadlines and other provisions specified in the annex to the Agreement (Order Specification).

No later than 2 (two) business days before the expected delivery, the Contractor shall notify the Customer’s contact person specified in the annex to the Agreement (Authorised Persons and Contact Persons) in writing by e-mail that the Order will be delivered to the specified place, specifying the contact information of the supplier of the Order (vehicle make and state registration number, supplier’s name, surname) to apply for an entry-pass, and the Customer will be able to receive it. The Customer shall ensure acceptance of the Order during its working hours.

The Contractor shall transfer the Order of Goods (or part thereof) to the Customer together with goods delivery documents prepared in accordance with applicable laws and regulations. In individual cases, upon agreement between the Parties, an Order of goods (or part thereof) may be transferred with a deed of goods delivery and acceptance.

Together with the goods the Contractor shall transfer to the Customer technical documentation as listed out in the Agreement (including installation, exploitation manual), certificates of origin and warranty of these goods.

When accepting an Order, the Customer shall be entitled to randomly select the compliance and quality of the goods. If any of the goods do not conform to the requirements defined in this Agreement, including if the goods are not delivered in the specified quantity, the authorised representative of the Customer shall draw up a statement of defects that shall be signed by the authorised representatives of the Parties. Upon agreement between the Parties, the term for elimination of defects shall be specified in the statement of defects. Moreover, in such event the Customer is entitled not to accept and not to pay for the Order in the part related to damaged goods. No later than within the term specified in the statement of defects, the Contractor shall eliminate the defects specified in this statement at their own expense and pay a penalty to the Customer for delayed fulfilment of the Order in accordance with the Clause 4.3 of the general provisions of the Agreement. The term for elimination of the defects indicated in this statement shall not be deemed as extension of the term for the performance of the Order (the specific stage). If the Contractor refuses to sign the statement of defects, it shall be signed unilaterally by the Customer and it shall be binding upon the Contractor.

The Goods to be delivered within the scope of an Order shall be deemed delivered and transferred to the Customer, when authorised representatives of the Parties have signed delivery documents regarding the delivery of the goods or the deed of goods delivery and acceptance, and the Contractor has transferred to the Customer the documents specified in Clause 5 of this Annex.

Within 30 (thirty) days after Delivery the Customer shall have the right to pursue the claims on shortage of the goods, defects and/or damages made during portage which have not been identified during the acceptance of the goods. The Customer may pursue claims on hidden defects during the entire Warranty Period. If the Customer has pursued claims within the period specified in this Clause, the Contractor shall be obliged to eliminate the shortage and/or replace defective goods no later than within the term specified upon agreement between the Parties, as well as shall pay a penalty to the Customer in accordance with the Clause 4.4 of the general provisions of the Agreement.