

CONTRACT NR. 01R000/24-30

On Replacement of the control equipment of the gantry crane of the spillway crane of the water spillway dam of the Riga HPP and the downstream crane of the Ķegums HPP-2

Contract is signed with a secure electronic signature!

See the Contract date in the electronic signature area (04.04.2024.)

<p style="text-align: center;">Latvenergo AS (hereinafter referred to as the "Employer")</p> <p>Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveza Brieza Street 12, Riga, LV-1230</p> <p>Credit institution: [...] SWIFT code: : [...] Account number: [...] represented by: [...]</p>	and	<p style="text-align: center;">UAB "Baltic Cranes Engineering" (hereinafter referred to as the "Contractor")</p> <p>Registration number: 302331938 VAT payer number: LT100004668817 Address: Vilnius, Metalo gatvė 9B (LIETUVA), 02190</p> <p>Credit institution: [...] SWIFT code: [...] Account number: [...] represented by: [...]</p>
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hereinafter individually referred to as the "Party" and hereinafter jointly referred to as the "Parties" agree as follows:

SPECIAL TERMS

1. Subject of the Contract

- 1.1. The Contractor undertakes to perform for the Employer Replacement of the control equipment of the gantry crane of the spillway dam of the Riga HPP and the downstream crane of the Ķegums HPP-2 (hereinafter referred to as the Works), but the Employer undertakes to pay for the Works performed pursuant to the terms of the Contract.
- 1.2. The Works envisaged within the framework of the Contract include:
 - 1.2.1. repair works;
 - 1.2.2. equipment, building maintenance and servicing;
 - 1.2.3. construction works;
 - 1.2.4. author supervision;
 - 1.2.5. survey works;
 - 1.2.6. development of a Work Performance Program;
 - 1.2.7. Construction project (construction design) development;
 - 1.2.8. Technical design development;
 - 1.2.9. Personnel trainings;

2. Contract price and Contract amount

- 2.1. The Contract price for the performance of the Works specified in this Contract, which the Employer pays to the Contractor, is set up to EUR 753 000.00 (seven hundred fifty three thousands euro and zero cents), excluding VAT, and unforeseen works amount to EUR 50 350.00 (fifty thousand three hundred fifty euro and zero cents), excluding VAT, which together constitute the amount of the Contract up to EUR 803 350.00 (eight hundred three thousands three hundred and fifty euro and zero cents), excluding VAT, including:
 - 2.1.1. The Contract price for the performance of the Replacement of the control equipment of the gantry crane of the spillway dam of the Riga HPP, which the Employer pays to the Contractor, is set up to EUR 499 000.00 (four hundred ninety nine thousands euro and zero cents), excluding VAT, and unforeseen works amount to EUR 24 950.00 (twenty four thousand nine hundred fifty euro and zero cents), excluding VAT, which together constitute the amount of the Contract up to EUR 523 950.00 (five hundred twenty three thousands nine hundred and fifty euro and zero cents), excluding VAT.
 - 2.1.2. The Contract price for the performance of Replacement of the control equipment of the downstream crane of the Ķegums HPP-2, which the Employer pays to the Contractor, is set up to EUR 254 000.00 (two hundred fifty four thousands euro and zero cents), excluding VAT, and unforeseen works amount to EUR

25 400.00 (twenty five thousand four hundred euro and zero cents), excluding VAT, which together constitute the amount of the Contract up to EUR 279 400.00 (two hundred seventy nine thousands four hundred euro and zero cents), excluding VAT.

3. Components of the Contract

- 3.1. Special Terms of the Contract;
- 3.2. General Terms of the Contract;
- 3.3. Annexes to the Contract:
 - 3.3.1. Annex No.1 – Table of Prices;
 - 3.3.2. Annex No.2 – Time Schedule of Works;
 - 3.3.3. Annex No.3 – Technical Specification;
 - 3.3.4. Annex No.4 – List of Subcontractors and Works Delegated to Them (subcontractors are not invited to perform the contract);
 - 3.3.5. Annex No. 5 – List of qualified personnel of the Contractor, the justification of their qualifications;
 - 3.3.6. Annex No.6 – Information for Contractors Performing Works at Latvenergo AS Sites;
 - 3.3.7. Annex No.7 – Tender submitted by the Contractor for the procurement procedure “Replacement of the control equipment of the gantry crane of the spillway dam of the Riga HPP and the downstream crane of the Ķegums HPP-2 ”, ID No AS "Latvenergo" 2023/35 (not physically attached to the Contract).

4. Work performance deadline

- 4.1. The Contractor undertakes to perform the Works in accordance with the Time Schedule of the Works (Annex No.2), to start the performance of the Works from the day of Contract conclusion and to complete the Works until February 7, 2025.

5. Scope of Works and procedure of assignment

- 5.1. The scope of the Contractual Works is specified in the Contract and for any changes thereto, including unforeseen works, the Employer shall pay the Contractor only in cases if prior to performance of such works the Parties have mutually signed an agreement on changes in the scopes of the Works pursuant to Clause 12 of the General Terms, or for the performance of unforeseen works within the scope and amount of the Contract (from the unforeseen works item specified in Annex No.1), the Employer shall pay the Contractor only if the Parties have included the changes of the scope of such works in a technical deed signed by Project Managers of both Parties. If the Contractor, disregarded the procedure provided for in this Clause, have started and performed the works that are not included in the scope of Contractual Works and the Table of Prices (Annex No.1), then the Employer is not obliged to pay for these works subsequently when these works or the necessary works arising from them have been completed, and all these costs must be borne by the Contractor itself.

6. Warranty defects notification period

The warranty defect notification period is 36 (thirty six) months, counting from the date which is indicated in the mutually signed Taking Over Certificate as the start date of the warranty defect notification period.

7. Contract performance securities

- 7.1. does not apply.
- 7.2. In accordance with the procedure specified in the General Terms the Contractor shall submit to the Employer:
 - 7.2.1. a Contract Performance Security in the amount of 10% of the Contract price – within 21 (twenty-one) days after signing the Contract;
 - 7.2.2. an Advance Payment Guarantee in the amount of the advance payment provided for in the Contract;
 - 7.2.3. a Warranty Period Security in the amount of 5% of the Contract price – before handing over the Works to the Employer;

8. Insurance

- 8.1. does not apply.
- 8.2. The Contractor shall submit a copy of the insurance contract to the Employer in accordance with the procedures specified in the General Terms for:
 - 8.2.1. mandatory civil liability insurance of the performer of construction works in accordance with regulatory enactments, the liability for loss/damage to the Employer/Employer's personnel shall be included in the insurance cover;
 - 8.2.2. mandatory civil liability insurance of the construction specialists in the amount specified in regulatory enactments;

GENERAL TERMS

1. Structure of the Contract

- 1.1. This Contract consists of:
 - 1.1.1. Special Terms;
 - 1.1.2. General Terms;
 - 1.1.3. Annexes.
- 1.2. If any contradictions between Special Terms of the Contract, General Terms of the Contract and/or annexes to the Contract arise when interpreting the content of the Contract, Special Terms shall prevail primarily, General Terms shall prevail secondarily, while annexes to the Contract shall prevail in the order, in which they are specified in Clause 3.3. of the Special Terms.

2. Terms

- 2.1. "Contract" means the Contract signed by these Parties, its parts listed in Clause 3 of the Special Terms, and any other document that supplements or amends this Contract or its parts.
- 2.2. "Works" means all those activities which the Contract imposes on the Contractor in accordance with Clause 1 of the Special Terms and as set out in the Annexes to the Contract.
- 2.3. "Project Manager" means the person assigned by a Party to represent it under the Contract as well as to sign the respective documents provided for in the Contract.
- 2.4. "Technical Supervisor" shall mean the person assigned by the Employer to represent the Employer and to perform technical supervision, control the compliance of the Works with this Contract and verify the use of appropriate certified materials, and/or perform construction supervision, if required, for the performance of the Contract.
- 2.5. "Equipment" means such equipment, tools and machinery that are necessary for the Contractor to perform the Works.
- 2.6. "Work Performance Program" means the documents prepared by the Contractor and approved by the Employer, if their submission is specified in the Technical Specification. Work Performance Program describes in detail the Work performance, Work performance organisation, Work methods, their sequence and their compliance with the Contract, as well as other information requested by the Employer in accordance with valid regulations.
- 2.7. "Construction Project" (construction design) means a set of graphic and text documents necessary for the implementation of the construction concept in accordance with valid regulations.
- 2.8. "Technical Design" means the technical design/technical solution required for the implementation of the Contract.
- 2.9. "Work Manager" means the representative and/or the construction works manager for construction works assigned by the Contractor and approved by the Employer, who ensures the performance of the Works in accordance with the applicable laws and regulations and this Contract, and who organises Contractor's and its subcontractors activities.
- 2.10. "Occupational Health and Safety Coordinator" means a specialist of appropriate qualification assigned by the Contractor and approved by the Employer, who ensures the fulfilment of occupational health and safety requirements in accordance with the procedures and requirements specified in the regulatory enactments of the Republic of Latvia.
- 2.11. "Effective Period of the Contract" means the period from the date of the Contract entry into force until all warranty obligations are fulfilled (incl. mutual signature of the Contract

Performance Certificate).

- 2.12. "The Site" means the work execution areas specified by the Employer, which have been handed over to the Contractor in accordance with procedure K233 "The procedure of performance of work carried out by the contractors at the generation facilities".
- 2.13. "LPPSP" means the Law on the Procurements of Public Service Providers of Latvia.

3. Contract amount and settlement procedure

- 3.1. All the taxes and duties are included in the Contract amount and they shall be paid by the Contractor, except value added tax. Value-added tax shall be calculated, indicated in invoices and paid pursuant to the respective valid laws and regulations.
- 3.2. The Employer shall make payments to the Contractor in accordance with the terms of the Contract, the Table of Prices (Annex No.1) and the requirements of regulatory enactments, provided that the Contractor duly fulfils its obligations under the Contract. The Contractor shall ensure its compliance with the requirements of credit and payment institutions for the performance of settlements with the Employer provided for in the Contract (the Employer's credit institution is indicated in the details of the Contract).
- 3.3. Any changes in the Contract price/Contract amount shall be valid only upon written agreement between the Parties.
- 3.4. The Employer shall pay for the Works that have been performed by the Contractor in good quality in accordance with the Table of Prices (Annex No.1) after the respective document has been signed by the Employer's Project Manager and within 30 (thirty) days after the Contractor's invoice has been received, by making payment to the Contractor's account in a credit institution, which is specified in the invoice, but not earlier than the Contract Performance Security as per Contract requirements is received.
- 3.5. The Employer is entitled to pay for the delivery of materials/equipment to the Site before their assembly and/or installation.
- 3.6. If an invoice is not submitted on time and/or an invoice does not comply with the provisions of this Contract and/or the requirements of regulatory enactments, then the invoice payment term shall be respectively extended by the term necessary for the Contractor to rectify the deficiencies.
- 3.7. The payment shall be considered as executed on the date when the Employer's payment order is verified by the credit institution.

4. Work performance conditions

- 4.1. The Contractor shall perform the Works in accordance with the provisions of the Contract, incl. the Technical Specification (Annex No.3), Information for Contractors Performing Works at Latvenergo AS Sites (Annex No.6), a construction permit, if provided for, the Construction Project and the terms/conditions applicable to the Works issued by the relevant institutions, and the Work Performance Program, taking into account the Employer's instructions to the extent that such instructions do not change the Technical Specification, the Contract, the existing regulations, the Contract price or the terms for performance of the Works.
- 4.2. In order to perform the Works provided for in the Contract, the Contractor must employ qualified personnel to perform the respective works.
- 4.3. If other contractors also work at the Site, then the Employer's Project Manager shall coordinate the time schedule of the Works with the time schedules of other contractors and the Contractor undertakes to follow the agreed time schedule.
- 4.4. The Works must be performed in accordance with the standards and the Employer's

procedures specified in the Technical Specification (Annex No.3) and the Employer's procedures, as well as in compliance with Fire Safety, Occupational Health and Safety, Sanitary and Environmental protection regulations.

- 4.5. The Employer has the right to suspend the performance of the Works for up to 60 (sixty) days by agreement with the Contractor on an appropriate extension of the time for the performance of the Works specified in Clause 4.1 of the Special Terms.
- 4.6. If the scope of the contractual Works or regulatory enactments stipulates that the quality control of the Works shall be performed by using chemical testing methods, testing of control samples (water, wastewater, emissions, solid, liquid and gaseous fuels, transformer, turbine and other oils, asbestos) shall be performed in the Employer's accredited Testing Centre of the Environment and Occupational Health and Safety or other laboratory that is competent to perform testing in accordance with the requirements of LVS EN ISO/IEC 17025. In case, if the testing is performed at the Employer's Testing Centre, all costs related to the testing shall be borne by the Employer.
- 4.7. If the installation of a construction sign is provided for by regulatory enactments, the Contractor shall be responsible for installation of the construction sign intended to inform the public in accordance with the procedures and within the time period specified in the regulatory enactments.
- 4.8. Unless otherwise provided for in the Contract, the Contractor is entitled to start the Works at the Site only after approval of the Work Performance Program by the Employer and submission of the relevant notices to the Building Authority, receipt of appropriate permits/approvals, and receipt of the construction permit at the relevant stage.

If the Work Performance program is envisaged in the Special Terms

- 4.9. Unless provided otherwise elsewhere in the Contract, the Contractor shall submit a Work Performance Program to the Employer's Project Manager not later than 3 (three) weeks prior to the commencement of the Works at Site. The Employer's Project Manager shall coordinate the approval of Work Performance Program on behalf of the Employer or reject the Work Performance program by providing reasons to the Contractor within a week. The Contractor shall, within a week, make corrections to the Work Performance Program and resubmit the Work Performance Program to the Employer's Project Manager. The Employer shall not be liable for the delay of Work performance deadline, if the Contractor has not submitted the Work Performance Program to the Employer's Project Manager for approval in a timely manner.
- 4.10. The Work Performance Program may be amended in the course of the performance of the Works only with the prior written consent of the Employer.

If the Construction Project is envisaged in the Special Terms

- 4.11. The Contractor shall develop for the performance of the Works the necessary construction concept documents specified in regulatory enactments and perform the necessary construction design preparation works in accordance with the regulatory enactments, request and receive technical and special terms, approvals issued by owners or possessors of sites, utilities and relevant institutions, develop Construction Project in accordance with the Technical Specification (Annex No.3) and the conditions of the Tender proposal/Offer, in accordance with the regulatory enactments and standards that apply to the development of the Construction Project in the Republic of Latvia.
- 4.12. Within 10 (ten) working days after receipt of the Construction Project (at each stage), the Employer shall submit comments and/or corrections on the Construction Project to the Contractor or shall approve it. The Contractor must provide an answer and/or make the

corrections indicated by the Employer in the Construction Project within 5 (five) working days, otherwise the Contractor must submit a reasonable refusal to the Employer within 5 (five) working days.

- 4.13. The approval of the Construction Project by the Employer and/or the competent authorities shall not relieve the Contractor from responsibility for the Construction Project and the quality and performance of the Works in general.
- 4.14. If the Contractor makes changes or corrections in the approved Construction Project, the Contractor shall cover all costs incurred by the Employer as a result of such changes or corrections.
- 4.15. The Construction Project may be amended in the course of performance of the Works only in accordance with the procedures specified in regulatory enactments and with the prior written consent of the Employer.
- 4.16. With this Contract, the Employer authorises the Contractor to submit (on behalf of the Employer) to the Building Authority the application for the construction concept and other necessary documents (incl. copies of mandatory civil liability insurance contracts, certificates, etc.) together with the construction file in the construction information system and to receive construction permit, as well as take other legal actions that are necessary for the performance of the Works and arise from the requirements of the Contract and regulatory enactments.
- 4.17. The Contractor is responsible that before the development of the Construction Project is started, during its development as well as after its completion all necessary documents are submitted to and received from the Building Authority as well as notes on approval of construction concept and fulfilment of designing conditions are made in construction information system.

If the Technical Design is envisaged in the Special Terms

- 4.18. For the performance of the Works specified in Clause 1 of the Special Terms, the Contractor shall develop the Technical Design in accordance with the Technical Specification (Annex No.3) and the conditions of the Tender Offer, in accordance with regulatory enactments and standards related to the development of the Technical Design in the Republic of Latvia.
- 4.19. Within 10 (ten) working days after receipt of the Technical Design, the Employer shall submit to the Contractor comments and/or corrections on the Technical Design or approve it. The Contractor must provide an answer and/or make the corrections indicated by the Employer in the Technical Design within 5 (five) working days, otherwise it must submit a reasonable refusal to the Employer within 5 (five) working days.
- 4.20. The approval of the Technical Design by the Employer shall not relieve the Contractor from responsibility for the Technical Design and the quality and performance of the Works in general.
- 4.21. The Technical Design may be amended in the course of the performance of the Works only with the prior written consent of the Employer.
- 4.22. If the Contractor makes changes or corrections in the approved Technical Design, the Contractor shall cover all costs incurred by the Employer as a result of such changes or corrections.

If author supervision is envisaged in the Special Terms

- 4.23. Upon receipt of the Employer's notification, the Contractor undertakes to perform author supervision until Taking Over of the Works.
- 4.24. The duties, responsibilities and rights of the author supervisor assigned by the Contractor are determined in accordance with the regulatory enactments of the Republic of Latvia.

5. Obligations and rights of the Employer

- 5.1. The Employer's Project Manager introduces the Contractor to the valid rules and procedures governing the Works in the Employer's company (also available on the Employer's website <https://latvenergo.lv/lv/par-mums/saistosie-dokumenti-darbuznemejiem>) and their amendments.
- 5.2. The Employer shall provide access to the Site for Contractor's personnel, equipment and vehicles in accordance with the procedure K233 "The procedure of performance of work carried out by the contractors at the generation facilities" at the times specified in the time schedule or other times agreed between the Parties.
- 5.3. The Employer shall provide the Contractor access to the documents, plans and other materials available to the Employer, that are necessary for the performance of the Works.
- 5.4. The Employer takes over the Works duly performed by the Contractor in accordance with the provisions of the Contract.
- 5.5. If the Contractor violates the rules of Occupational Health and Safety, Fire Safety, Sanitary and Environmental protection, as a result conditions hazardous to the health and life of personnel may arise or material damage may be inflicted on the Employer, the Employer is entitled to suspend the performance of the contractual Works by drawing up a protocol signed by the Contractor's Project Manager and notifying the Contractor thereof. In the event of such suspension of the contractual Works, the Contractor shall ensure that its employees/subcontractors involved in the performance of the Works undergo repeated safety inductions, if provided for in the protocol.
- 5.6. In the Employer's approved policies, it is determined that the Employer's employees and business partners, including the Contractor and its subcontractors, shall observe high ethical standards in their activities. In case if the Employer according to the policies, has significant suspicions about corruptive or fraudulent actions in relation to the fulfilment of the Contract, the Employer is entitled to request information and/or to carry out an audit/inspection in relation to the fulfilment of the Contract during the Works execution period and within 365 days after the termination of the Contract in accordance with Clause 17 of the General Terms. The Employer selects the auditor and pays for its services. The information gained as a result of the audit/check shall be deemed confidential and shall not be revealed to third Parties. The Employer ensures that the auditor observes Contract terms regarding confidentiality. The Contractor's duty is to incorporate the requirements stipulated herein in the Contractor's contracts with its subcontractors to ensure the fulfilment of this Contract. If the Employer ascertains that the Contractor or its subcontractors do not cooperate with the Employer in fulfilling this Clause, the Employer is entitled to terminate the Contract unilaterally by giving one month prior written notice, but if this recurs and the Contractor is registered as qualified supplier in the qualification system "Construction Works", the Employer is entitled to exclude the Contractor from this system for one year, sending to the Contractor a respective written notice.

6. Obligations and rights of the Contractor

- 6.1. The Contractor is obliged to perform the Works in a good quality and in accordance with the provisions of this Contract, valid regulatory enactments and standards in the Republic of Latvia, valid rules and procedures governing the Works in the Employer's company (also available on the Employer's website <https://latvenergo.lv/lv/par-mums/saistosie-dokumenti-darbuznemejiem>).
- 6.2. The Contractor is obliged to obtain at its own expense all necessary permits (including work

permits), approvals, certificates or licenses from state administration and local government institutions or public utility companies, if the said documents are necessary for the performance of the Works, their handing over or proper fulfilment of this Contract.

- 6.3. The Contractor is obliged to obtain insurance for the amount specified in regulatory enactments and Special Terms not later than 5 (five) days before the commencement of the relevant Works and to submit copies of the insurance contracts to the Employer.
- 6.4. The Contractor is entitled to replace any person specified in Clause 14.3. of the Special Terms only with Employer's written consent, by assigning a new person with relevant experience and required qualifications, but if the Contract has been concluded as a result of a procurement procedure then also the experience and qualifications shall meet the requirements of the procurement regulations.
- 6.5. During execution of the Works, the Contractor shall comply with all valid regulatory enactments, including acts issued by local governments, and national standards related to the Works. The Contractor shall indemnify the Employer for the losses incurred by the Employer as a result of non-performance of the contractual Works, including claims by third parties, fines imposed, etc.
- 6.6. The Contractor shall be responsible for involvement of all the manpower required during implementation of this Contract, as well as for covering all related expenses (business trips, meals, accommodation costs, transport, etc.). The Contractor shall provide all the Equipment and materials necessary for the performance of the Works, unless otherwise provided in the Contract. All costs related to the use of the Equipment and delivery of materials are included in the Contract price.
- 6.7. Five days prior to commencement of the Works at Site, the Contractor shall submit to the Employer's Project Manager an official letter (according to the form specified in the regulations of Latvenergo AS pass system) with a list of employees who will perform the Works under this Contract.
- 6.8. During the performance of the Works, the Contractor shall maintain the Site in order, and if necessary, ensure the installation of warning signs, installation of special lighting, security of the Site and installation of identification signs, in accordance with procedure K233 "The procedure of performance of work carried out by the contractors at the generation facilities". After completion of the Works until the Taking Over Certificate is being signed by the Employer's Project Manager, the Contractor shall clean up and put in order the Site, remove the equipment dismantled, materials and waste collected during the performance of the Works, as well as return documents, incl. entry passes, to the Employer.
- 6.9. During the performance of the Works the Contractor shall perform any temporary works (including the roadworks, sidewalk construction, guard post and fence installation) that may be necessary for the needs and protection of the public and the owners and residents of the adjacent territories during the performance of the Works and take all practicable measures to protect the environment (both on-site and off-site) and limit damage and disturbance to people and property as a result of pollution, noise and other activities.
- 6.10. During the performance of the Works, the Contractor shall ensure that the emissions, discharges and harmful wastewater resulting from its activities do not exceed the limits specified in regulatory enactments.
- 6.11. During the performance of the Works, the Contractor shall not unnecessarily and inappropriately disturb the peace of the public, access to all roads and sidewalks, as well as their use and occupation, regardless of whether it is public or the Employer's or another person's property. The Contractor shall reimburse the Employer for losses and expenses

(including fees and costs for legal services) incurred in connection with the causing of such unnecessary or inappropriate disruption.

- 6.12. The Contractor is obliged to sort and utilize waste and packaging materials. The costs of sorting and utilization of waste and packaging materials, including also hazardous waste, are included in the Contract price and no separate payment can be requested for disposal of waste. The Contractor shall dispose of any waste that cannot be further used, construction and other waste in accordance with regulatory enactments regulating management of the waste, including hazardous waste, as well as shall be responsible for waste handing over to the waste management services. No later than within 30 (thirty) days after hazardous and/or construction waste has been collected for disposal, or by submitting As-built documentation for the Works, the Contractor shall submit to the Employer a waste transportation registration card – delivery note, which confirms that the hazardous waste has been transferred to the company, who has a permit approved by a regional environmental administration, and/or a construction waste transportation registration card – delivery note. If there is no hazardous waste or construction waste during the fulfilment of the Contract, the Contractor shall submit to the Employer a statement (1 copy) of absence of hazardous waste.
- 6.13. Every month the Contractor shall prepare a protocol for equipment and materials dismantled during the performance of the Works, which are not re-used in the assembly. The protocol shall be signed by the Contractor's Work Manager and the Employer's Technical Supervisors. The Contractor shall submit to the Employer signed monthly protocol for equipment and materials dismantled during the performance of the Works, which are not re-used in the assembly, together with the monthly statement on completed works (Form No.2). If dismantled equipment and materials are classified as metal scrap, the Contractor shall be liable for its sorting and movement to the places specified by the Employer taking into consideration the procedure (K248) "Procedure of Acquisition and Sale of Ferrous and Non-Ferrous Metal Cuttings and Scrap at Latvenergo AS".
- 6.14. By signing this Contract, the Contractor shall be deemed to have been satisfied as to the suitability and availability of access roads to the Site. The Contractor shall ensure that the Contractor's vehicles or personnel do not damage any road or bridge. These measures shall include proper use of appropriate vehicles and roads, the maintenance of roads and access roads, as well as return in its original condition after the completion of the Works.
- 6.15. The Contractor is responsible for the supply of electricity, water and other resources necessary at the Site from the tie-in points specified by the Employer, if such are mentioned in the Technical Specification (Annex No.3), as well as shall ensure the installation of electricity and water consumption meters, if necessary. If connection to the Employer's tie-in points is arranged, the payment for the electricity and water consumed for the purposes of the Works, shall be made by the Employer.
- 6.16. The Contractor shall give the Employer's Project Manager or other persons authorised by the Employer the right of free access to the Site or other territories where the Works are performed, so that the Employer may check the progress and quality of the Works. The Contractor is obliged to provide, as far as possible, the necessary technical assistance to the Employer's Project Manager for the performance of such inspections.
- 6.17. If during the inspection of the Works any non-compliance to the provisions of the Contract or regulatory enactments is found, the Contractor is obliged to make the necessary corrections or take actions to ensure compliance with the requirements or eliminate the violation.
- 6.18. The Contractor shall give the Employer's Project Manager the right of access to technical documentation, various measurement and test results or other information related to the Site and the performance of the Works. At the request of the Employer's Project Manager, the

Contractor shall provide explanations regarding the documentation prepared or the information submitted by the Contractor.

- 6.19. The Contractor shall submit the documentation to the Employer in accordance with the deadlines and amount specified in the Technical Specification (Annex No.3).
- 6.20. The Contractor shall be liable for any acts/omissions of its staff at the Site. The Contractor is responsible for accidents, including bodily injuries during the performance of the Works, unless accidents occurred due to the Employer's fault.
- 6.21. If the Contractor needs to involve the Employer in the performance of the Works, the Contractor shall take into account the Employer's working hours, which are specified in the internal regulations of the Employer and are notified to the Contractor.
- 6.22. During the effective period of the Contract the Contractor undertakes to prevent any parallel (simultaneous) employment of Employer's employees and shall not conclude any employment contracts or other civil liability contracts on performance of certain work with any Employer's employees. Employment contracts or other civil liability contracts on performance of certain work with such Employer's employee can be concluded only, if a written consent of the Employer is received. If there has been parallel (simultaneous) employment of the Employer's employee without Employer's consent and the Contractor is unable to prove that actions have been taken to ensure the fulfilment of the prohibition of parallel (simultaneous) employment of the Employer's employee by the Contractor (for example, employment verification letter has been received from the employee that there is no legal employment relationship between the employee and the Employer), the Employer shall be entitled to calculate a penalty amounting to 5 (five) minimum monthly wages defined in the Republic of Latvia for each violation case. The Parties agree that the employment restriction set in this Clause shall apply only to parallel (simultaneous) employment of an Employer's employee who at the same time is working for the Employer and the Contractor, and it has no effect on usual consecutive turnover of personnel on the labour market, as a result of which an employee terminates the employment contract with the Employer and concludes employment contract with the Contractor. The conditions and responsibilities referred to in this Clause shall also apply to Contractor's subcontractors in accordance with the procedure for involvement of subcontractors specified in Clause 7 of the General Terms and the Contractor's liability for subcontractors' acts/omissions as for the Contractor's own acts/omissions. The Contractor shall be obliged to ensure that the provisions referred to in this Clause are included in the contracts with the subcontractors and the Contractor shall be responsible if the subcontractors disregard the provisions referred to in this Clause.
- 6.23. The Contractor acknowledges and agrees that in accordance with the requirements of the national security legislation of the Republic of Latvia, the Contractor and its employee(s) may be denied or revoked the already issued permit/access to the generation and administrative facilities of Latvenergo AS. In the event that this permission/access to a particular employee is denied or revoked, the Contractor undertakes to replace the respective employee with another suitably qualified employee as soon as possible, but not later than within 1 (one) month, and does not make any claims against the Employer, nor does it demand reimbursement of the losses incurred in relation to such a change of employee. If the replacement of an employee cannot be done within this term, the Parties have the right to agree on an extension of the Contract term for a period during which the Contractor, objectively proving the circumstances, undertakes to replace the employee, or the Parties agree to terminate the Contract.

7. Contractor's qualified personnel and subcontractors

- 7.1. In case if the Contract has been concluded as a result of a procurement procedure where the qualification of personnel was evaluated, the list of such personnel and the justification for their qualifications shall be indicated in Annex No.5. The Contractor ensures compliance of the qualification of the personnel included in Annex No.5 throughout the duration of the Contract, changes to the list of qualified personnel (in Annex No.5) are possible only with the prior written permission of the Employer. The Employer shall not agree to the change of the personnel indicated in Annex No.5 in cases when the offered personnel does not meet the requirements brought forward for the personnel in the procurement procedure documents or it does not have at least the same qualification and experience as for the personnel specified in Annex No.5.
- 7.2. By involving subcontractors in the fulfilment of the Contract, the Contractor bears full responsibility for work performed by the subcontractors, for compliance with the deadlines of work performed by the subcontractors, for losses incurred, as well as shall pay to the subcontractors.
- 7.3. Employer shall not be liable for Contractor's obligations assumed towards subcontractors or third parties in order to ensure performance of the Contract or in relation to the Contract.
- 7.4. Provisions of the sub-contracts concluded by the Contractor must not contradict to the provisions of Contract as well as the requirements of regulatory enactments and the procurement procedure, if the Contract has been entered into as a result of the procurement procedure.
- 7.5. The list of subcontractors and the works entrusted to them, if the scope of their Works exceeds EUR 10 000 (ten thousand euro) of the scope of the contractual Works, shall be specified in the Annex to the Contract (Annex No.4).
- 7.6. The list of subcontractors (Annex No.4) shall include also subcontractors of the subcontractors, and terms and conditions of Clause 7 of the General Terms shall apply to them.
- 7.7. The Contractor shall have the right to replace subcontractors or involve additional subcontractors, but if the scope of their Works exceeds EUR 10 000 (ten thousand euro) of the scope of the contractual Works, then only upon a prior written Employer's consent. The procedure of subcontractor involvement applied by the Parties shall be specified in the Special Terms.
- 7.8. The Employer shall take decision to either allow or refuse replacement of subcontractor or qualified personnel, or involvement of new subcontractors in performance of the Contract in the shortest possible time, however, no later than within 5 (five) working days from the date of receipt of all the relevant information and documents required for evaluation of the subcontractor or qualified personnel.

(A) Simplified procedure for subcontractor involvement

- 7.9. When using the simplified procedure for subcontractor involvement, the Contractor shall submit to the Employer a written application on replacement of subcontractors or involvement of additional subcontractors, or the changes implemented in the list of the works entrusted to subcontractors, but if the Contract has been concluded as a result of the procurement procedure, then also the qualification documents of the subcontractor to the extent required in the procurement procedure documents.

(B) Procedure for subcontractor involvement in accordance with the requirements of the LPPSP

- 7.10. By involving a subcontractor in accordance with the requirements of LPPSP, the Contractor

shall submit to the Employer a written application on replacement of subcontractors or on involvement of additional subcontractors, or amendments to the list of works entrusted to the subcontractors accompanied by a memorandum of agreement with the said subcontractor, as well as documents proving subcontractor's qualification in the amount requested in the LPPSP and procurement procedure documents.

- 7.11. The Employer shall not approve replacement or involvement of subcontractors in the event of any of the following:
- 7.11.1. the subcontractor offered does not conform with the requirements for subcontractors stipulated by the LPPSP and procurement procedure documents;
 - 7.11.2. the subcontractor has been replaced who served as a basis for the Contractor to prove the conformity of his qualification with the requirements stated in the procurement procedure documents, and the subcontractor offered does not possess as a minimum the same qualification Contractor had referred to when proving his conformity with the requirements stated in the procurement procedure documents, or it complies with the tenderer exclusion provisions stated in the LPPSP and procurement procedure documents;
 - 7.11.3. replacement of subcontractor would require amending the procurement tender in a way that would have affected the choice of proposal in accordance with the proposal assessment criteria stated in the procurement procedure documents, had they been included initially.
- 7.12. The Employer approves replacement of subcontractor, provided that conditions referred to in Clause 7.11 of the General Terms do not apply to the new subcontractor, in the following cases:
- 7.12.1. the subcontractor indicated in the Annex to the Contract (Annex No.4) has submitted a written notice on withdrawal from participation in performance of the Contract;
 - 7.12.2. the subcontractor indicated in the Annex to the Contract (Annex No.4) complies with the tenderer exclusion conditions stated in the LPPSP and procurement documents;
 - 7.12.3. the scope of Works of the subcontractor to be involved does not exceed EUR 10 000 (ten thousand euro) of the scope of the Works under the Contract.
- 7.13. The Employer shall not agree to the attraction of a new subcontractor in case when such changes, if they would have been made in the initial tender, would have influenced the selection of the tender according to the tender evaluation criteria specified in the procurement procedure documents.
- 7.14. If the Employer agrees to the changes applied by the Contractor and the scope of the Works of the subcontractor to be involved exceeds EUR 10 000 (ten thousand euro) of the scope of the Contract or in case specified in Clause 7.1. of General Terms, the Parties shall amend/supplement the Annex to the Contract (respectively, Annex No.4 or No.5) accordingly, in accordance with Clause 12 of the General Terms.

8. Contract performance securities

- 8.1. The Contract performance security (the Contract Performance Security, the Advance Payment Guarantee or the Warranty Period Security) is a credit institution guarantee or insurance policy acceptable to the Employer, providing that issuer has a duty, without reservations and upon Employer's first request, to pay the Employer the amount requested within the limits of this security. The content of the Contract performance security shall be approved by the Employer. If the Contract performance security is submitted as an insurance policy, it should state that the insurance policy is irrevocable and should be fulfilled unconditionally at the first written request of the Employer, and the required amount of the

security should be paid no later than within 30 (thirty) days of submission of request, without asking the Employer to justify its claim, and that the included insurance conditions cannot cumbersome or change in any way this procedure of payment of security amount. The insurance premium should be paid in full, and the Contractor shall submit the document, certifying payment of the premium, to the Employer along with the insurance policy. The Contract performance security (either credit institution guarantee or insurance policy) should state that it is governed by the ICC Uniform Rules for Demand Guaranties, ICC Publication No.758, and all disputes related to this security shall be settled by the court of the Republic of Latvia.

If the Contract Performance Security is envisaged in the Special Terms

- 8.2. The Contractor shall submit to the Employer the Contract Performance Security in the amount as specified in the Clause 7 of the Special Terms. Payment of a sum equivalent to the amount of security referred to in this Clause into Employer's account in a credit institution may also serve as the Contract Performance Security.
- 8.3. The Contract Performance Security shall be valid until the Work performance deadline specified in Clause 4.1 of the Special Terms and for 30 (thirty) days thereafter. In case, if the Works are not completed until the Work performance deadline specified in Clause 4.1 of the Special Terms, the Contractor no later than by the 10th (tenth) working day prior to expiry date of the Contract Performance Security shall extend the Contract Performance Security by a period equal to the extension of the Work performance deadline.
- 8.4. The Employer shall withhold the Contract Performance Security in the amount of the contractual penalty and/or loss in order to compensate the loss and/or the Contractual Penalty calculated in accordance with the Contract, but if the Contract Performance Security has to be extended, but the Contractor has not done this within the deadline set in Clause 8.3 of the General Terms, the Employer shall withhold the Contract Performance Security in full.
- 8.5. The Employer shall discharge the Contract Performance Security and send or return it to the Contractor, having received the Contractor's request, within 10 (ten) days after completion of all the Works under the Contract and Taking Over by the Employer and receiving of the Warranty Period Security (if any). In order to discharge a Performance Security issued by a credit institution, the Employer shall send to the credit institution a written notice relieving it from the warranty liabilities.
- 8.6. If payment of a sum into the Employer's account has served as the Contract Performance Security, the Employer shall transfer the full amount or the part that was not withheld into the Contractor's account in a credit institution specified in the Contract within 10 (ten) working days after all the Works under the Contract have been completed and Taking Over by the Employer.

If an Advance Payment Guarantee is envisaged in the Special Terms

- 8.7. The Contractor shall submit to the Employer the Advance Payment Guarantee in the amount as specified in the Clause 7 of the Special Terms.
- 8.8. The Advance Payment Guarantee shall be valid until the Work performance deadline specified in Clause 4.1 of the Special Terms and for 30 (thirty) days thereafter. In case, if the Works are not completed until the Work performance deadline specified in Clause 4.1 of the Special Terms, the Contractor no later than by the 10th (tenth) working day prior to expiry date of the Advance Payment Guarantee shall extend the Advance Payment Guarantee by a period equal to the extension of the Work performance deadline.
- 8.9. The Employer shall withhold the Advance Payment Guarantee to compensate the amount of the Contractor's outstanding commitments for which an advance payment has been received.

But if the Advance Payment Guarantee has to be extended, but the Contractor has not done this by the deadline set in Clause 8.8. of the General Terms, the Employer shall withhold the Advance Payment Guarantee in the amount of the Contractor's outstanding commitments for which an advance payment has been received.

- 8.10. Within 10 (ten) days after completion of all the Works under the Contract and Taking Over by the Employer, the Employer shall discharge the Advance Payment Guarantee similarly to the procedure specified in Clause 8.5. of the General Terms.

If a Warranty Period Security is envisaged in the Special Terms

- 8.11. The Contractor shall submit to the Employer the Warranty Period Security in the amount as specified in the Clause 7 of the Special Terms. Payment of a sum equivalent to the amount of security referred to in this Clause into Employer's account may also serve as the Warranty Period Security.
- 8.12. The Contractor shall ensure that the Warranty Period Security is valid for the warranty defects notification period specified in Clause 6 of the Special Terms and 30 (thirty) days after all defects notified during the warranty defects notification period have been rectified, and the Employer has signed the Contract Performance Certificate referred to in Clause 10.6 of the General Terms.
- 8.13. During the validity period of the Warranty Period Security the Parties have the right to agree in writing on its reduction, assessing the number and value of the defects rectified and the remaining warranty period.
- 8.14. The Employer shall withhold the Warranty Period Security in the amount of the Contractual Penalty and/or the amount of loss and/or the amount of defect rectification to compensate the loss and/or the Contractual Penalty calculated in accordance with the Contract and/or to rectify the defects notified during the warranty defects notification period but not rectified by the Contractor, but if the Warranty Period Security must be extended, and the Contractor has not extended it by the 10th (tenth) day before the expiry of the Warranty Period Security, the Employer shall withhold the Warranty Period Security in full.
- 8.15. Not later than 10 (ten) days after the issuance of Contract Performance Certificate referred to in Clause 10.6 of the General Terms, the Employer shall discharge the Warranty Period Security similarly to the procedure specified in Clauses 8.5-8.6 of the General Terms.

9. Risk transfer

- 9.1. The Contractor shall be responsible for the maintenance of the Site and the preservation of the Works, as well as for the risk of damage and destruction of the Works, materials and equipment (including the Employer's equipment handed over to the Contractor) until the Taking Over Certificate of Works is signed by the Employer's Project Manager.
- 9.2. The Contractor shall bear the risk of personal injury and damage to or destruction of the Employer's property or third party property not related to the performance of the Works if this has occurred during the performance of the Works or as a direct consequence thereof, unless personal injury or damage to property has occurred due to the fault of the Employer or its representatives. All accidents that have occurred at the Site shall be investigated in accordance with the laws and regulations of the Republic of Latvia.
- 9.3. Each Party shall be liable for losses caused to the other Party due to its act or omission.

10. Procedure of acceptance of the Works

- 10.1. The Works are handed over to the Employer in accordance with the procedure stipulated by the Special Terms and the Technical Specification.
- 10.2. Unless otherwise provided for in the Contract, after the completion of all the Works, a Taking

Over Certificate of Works shall be prepared and signed. The Works shall be deemed to be accepted, when the Taking Over Certificate of the Works has been signed by the Employer. No less than 5 (five) days before the handing over of the Works the Contractor shall inform the Employer in writing about its readiness to hand over the Works. If the Contractor delays this deadline and the Employer has not accepted the Works by the deadline specified in Clause 4.1 of the Special Terms, the Employer shall not be obliged to extend the time for performance of the Works and shall be entitled to recover a Contractual Penalty. When sending a notice of readiness of the Works for handing over, the Site shall be cleaned in accordance with Clause 6.8 of the General Terms.

- 10.3. In case the Employer raises reasonable objections or claims upon acceptance of the Works, the Parties, by signing a separate protocol, shall agree on the deadlines for rectification of the deficiencies. The Contractor is obliged to rectify these deficiencies at its own expense. In this case, the Taking Over Certificate shall be signed after the rectification of these deficiencies. If the Contractor fails to rectify the deficiencies by the end of the Work performance deadline specified in the Contract, the Employer is entitled to recover the Contractual Penalty from the Contractor in accordance with the procedures specified in the Contract.
- 10.4. During the Works and after the completion of the Works, the As-built documentation specified in the Technical Specification (Annex No.3) shall be prepared and submitted to the Employer.
- 10.5. Mutual signing of the Taking Over Certificate of Works does not release the Contractor from liability for hidden defects not detected during the signing of the protocol, as well as does not release the Contractor from the obligation to pay the Contractual Penalty and/or losses.
- 10.6. Unless otherwise provided in the Contract, after the rectification of all defects notified during the warranty defects notification period, the Parties shall prepare and sign the Contract Performance Certificate.

11. Warranty obligations

- 11.1. The Contractor guarantees the compliance of the performed Works with the generally accepted professional practice, provisions of the Contract, the Technical Specification, the Tender Offer and the applicable regulatory enactments.
- 11.2. The warranty defects notification period is specified in the Special Terms.
- 11.3. If defects or inconsistencies are found in the Works during the warranty defects notification period, the Employer shall notify the Contractor thereof in writing.
- 11.4. Within 10 (ten) working days of the day of notification of defects referred to in Clause 11.3 of the General Terms the Parties shall prepare and sign a defect found protocol, which states the non-compliance, deviation or violation of a specific Clause of the Contract or annex thereto or a functional criterion, standard or regulation, the main action necessary to eliminate the defect, if such action is possible to define, or otherwise – the activities necessary to clarify the cause of the defect, and the shortest potential time limit for the performance of these actions. In case of accidents or other emergencies, the Contractor shall arrive for rectification of the defects immediately, i.e. no later than within 24 (twenty-four) hours of receiving a written notice.
- 11.5. The Contractor shall be obliged to eliminate the defects specified in the defect found protocol including their potential impact on the entire site. These activities shall be performed by the deadline set in the defect found protocol.
- 11.6. If the Contractor has not eliminated the defects by the deadline specified in the defect found protocol, the Employer is entitled to rectify the defects either on its own or with the help of other qualified specialists. In such a case, the Contractor shall reimburse the expenses incurred

by the Employer.

- 11.7. The Employer shall provide to the Contractor access to the site so that the Contractor can fulfil its warranty obligations.
- 11.8. The Contractor is obliged to rectify all defects covered by the warranty and which have been reported during the warranty defects notification period specified in Clause 6 of the Special Terms without requesting any payment from the Employer. If equipment, building or any part of it cannot be used due to its defects under the warranty, the warranty defects notification period shall be extended for the period until the defects are rectified.
- 11.9. In case the Contractor sets a disproportionately long term for rectification of defects, the Employer has the right, by informing the Contractor in advance, to rectify the defect faster on his own or by involving third party and the Contractor is obliged to cover the costs for rectification of such defects.
- 11.10. If the Contractor does not agree to the defect found and the Parties therefore do not sign the defect found protocol within 10 (ten) working days from the day of notification of the defects referred to in Clause 11.3 of the General Terms, the Employer shall be entitled to order an expertise for the defect and to organise elimination of the stated defect on his own or by involving third party. In case the defect is admitted by the expertise, the Contractor shall be liable to cover the costs of the expertise and elimination of the defect.
- 11.11. Disputes regarding the fulfilment and the quality of the Works carried out within the scope of the warranty shall be resolved in accordance with the procedure laid down in Clause 18 of the General Terms.

12. Amendments to the Contract

- 12.1. By mutual agreement the Parties are entitled to make amendments to the Contract. Any amendment to the Contract shall be made in writing and signed by both Parties, except for in the cases specified in Clause 14.2. of the Special Terms and Clause 20.3 of the General Terms, when changes are notified to the other Party by sending a written notification in accordance with the procedures specified in the Contract. Any amendments or supplements become an integral part of the Contract.

13. Liability of the Parties, ownership and confidentiality

- 13.1. The Employer has the right of ownership to all documents, research, measurements, data analysis and other information developed under this Contract, regardless of the source of this information, except when the Contractor has acquired the right of use on the basis of a license or patent agreement.
- 13.2. The Construction Project/Technical Design shall become property of the Employer, when all the payments related to its development have been made. When handing over a Construction Project/Technical Design to the Employer, the Contractor shall without an additional fee hand over to the Employer also the property rights of the author to any copyright objects created as a result of drafting the Construction Project/Technical Design, as well as provide to the Employer an irrevocable author's consent to make free of charge any changes, amendments, supplements to the work without receiving any additional consent from the author, as well as shall ensure the author's waiver of its right to request that the use of the work is interrupted in the future.
- 13.3. The Contractor undertakes to indemnify the Employer at its own expense against any claims brought against the Employer or persons related to it, in which it is claimed that the use of the Construction Project/Technical Design infringes any patent or copyright. The Contractor undertakes to cover all costs and reimburse losses of third Parties – claimants, on condition that the Employer provides to the Contractor sufficient help and allows it to defend against

such claim or settle it at its discretion.

- 13.4. The Contractor at its own discretion and expense shall provide the Employer with the right to continue to use the Construction Project/Technical Design in the manner not causing any infringements. If this is not actually possible, the Contractor shall cover any inflicted losses to Employer.
- 13.5. The Employer shall be entitled to assign and/or sell the rights referred to in Clauses 13.1-13.2 of the General Terms to other parties.
- 13.6. All information and documentation of the Employer, which the Contractor receives from the Employer or obtains in the process of performance of the Works, if it is not publicly available, is confidential and may be used only for the performance of the Works. Its use for other purposes is allowed only with the written consent of the Employer in each individual case. The Parties agree that failure to observe confidentiality is a gross violation of provisions of the Contract, which entitles the Employer to request compensation of losses.
- 13.7. By signing the Contract, the Parties declare that international sanctions and national sanctions will be observed in the fulfilment of the Contract (including such sanctions imposed by a member state of the North Atlantic Treaty Organization, that significantly affect the interests of financial and capital market participants or the interests of financial and capital market according to the legislation of the Financial and Capital Market Commission), within the meaning of the Law on International Sanctions and National Sanctions of the Republic of Latvia and legal acts issued on the basis thereof (hereinafter - Sanctions) and will take all necessary actions to ensure that the Parties' cooperation with their subcontractors does not create any additional Sanction risks for the other Party, including but not limited to ensuring cooperation of the Parties with such subcontractors, whose member or shareholder structure is clear and verifiable.
- 13.8. The Party shall immediately notify the other Party in due course if it has established a breach of Sanctions in relation to the performance of the Contract in its own or its subcontractors' activities or any relation of the Board or Council members, direct or indirect members, shareholders, beneficial owners with the Sanctions, or the prosecution or punishment of the Party itself or the above-mentioned persons related to it in the European Union due to money laundering, terrorism or its financing, violations of the movement of goods of strategic importance.
- 13.9. At the request of the Employer, in order to ensure that the Employer can verify the compliance with the Sanctions, no later than within 5 (five) working days, unless the Parties have agreed on another term, the Contractor is obliged to provide the Employer with:
 - 13.9.1. information based on verifiable facts (for natural persons - name, surname, year of birth, country of citizenship; for legal persons - name, country of registration, registration number) about members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or persons who otherwise effectively control the Contractor;
 - 13.9.2. information or documents regarding the country of origin of the goods and/or materials required for the performance of the Contract, their manufacturer, delivery route, if such goods and/or materials are subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or were subject to such restrictions 12 (twelve) months prior to the conclusion of the Contract.

14. Contractual Penalty

- 14.1. The payment of the Contractual Penalty shall not release the Parties from further fulfilment of the Contract and compensation of losses.

- 14.2. The Contractual Penalty must be paid within 30 (thirty) days after receiving the invoice from the affected Party.
- 14.3. If the Contractor, during performance of the Works, does not observe applicable occupational health and safety, environmental protection and/or fire safety regulations, the Employer shall make a warning to the Contractor by setting a deadline for rectification of the violation in accordance with K233 "The procedure of performance of work carried out by the contractors at the generation facilities". If the Contractor has delayed the deadline set in the warning or if the Contractor has committed another violation of the same kind, which has also been recorded in a violation protocol, the Contractor shall pay the Employer a fine of EUR 100.00 (one hundred euro, 00 cents) for each violation case. The Employer shall be entitled to deduct the fine from the amounts to be paid to the Contractor.
- 14.4. In the event if the Contract is terminated in the cases referred to in Clauses 17.2. and/or 17.3. of the General Terms, the Employer is entitled to impose a Contractual Penalty on the Contractor in the amount of 10% of the Contract price.
- 14.5. In the event if the Contract is terminated by the Contractor in the case referred to in Clause 17.5. of the General Terms, the Contractor is entitled to impose a Contractual Penalty on the Employer in the amount of 10% of the Contract price.
- 14.6. If the Employer delays the payment terms specified in this Contract, the Employer shall pay to the Contractor a Contractual Penalty for each day of delay in the amount of 0.15% of the amount of delayed payments excluding VAT, but not more than 10% of the amount of delayed payments excluding VAT.
- 14.7. The Contractual Penalty provided in Clauses 14.5. and 14.6. of the General Terms shall not be calculated in cases when the Contractor is subject to Sanctions and therefore settlement of payment with Contractor was impossible.

(A) Penalty for delay in performance of all Works

- 14.8. If the Contractor has not completed the Works by the deadline set in Clause 4.1 of the Special Terms, the Contractor shall pay the Employer a Contractual Penalty of 0.15% of the Contract price for each day of delay, thus no more than 10% of the Contract price. The Employer is entitled to withhold the calculated Contractual Penalty when making the payments specified in the Contract.

(B) Contractual Penalty for delay in performance of a part or stage of the Works

- 14.9. If the Contractor has not performed the Works or part/stage thereof within the deadlines agreed by the Parties, the Contractor shall pay to the Employer a Contractual Penalty 0.15% of the amount of delayed performance, but not more than 10% (ten percent) of the amount of delayed performance. The Employer is entitled to withhold the calculated Contractual Penalty when making the payments specified in the Contract.

15. Protection of personal data

- 15.1. In order to ensure compliance with laws and regulations, including the circulation of necessary information, and to respect the legitimate interests of the Parties, the Parties have the right to process personal data obtained from the other Party complying with regulatory requirements for the processing and protection of such data, including, but not limited to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- 15.2. The Employer processes the personal data of the Contractor's representatives and/or contact persons, employees or employers of subcontractors in accordance with the principles of customer personal data processing developed by the Employer and posted on its website for the

following purposes, but not only: Ensuring of the pass system, provision of access to the area specified for the Works in the Contract, maintenance of occupational safety registration and accounting logs, incl. maintenance, use and preservation of the documentation necessary for the performance of the Contract (incl. the Technical Design, Work Performance Project, documentation necessary for the performance of construction works), verification of personnel qualifications, provision of security at the sites of Latvenergo AS.

- 15.3. A Party disclosing the personal data to the other Party for processing shall be responsible for ensuring the legal basis for the processing personal data of the respective data subjects. The Party obtaining personal data within the scope of fulfilment of the Contract shall be deemed the controller of the obtained personal data and shall be responsible for further compliance of the processing of these personal data with the requirements of regulatory enactments.

16. Force majeure

- 16.1. The Parties shall be excluded from the liability for partial or full failure to fulfil the obligations under this Contract if such failure is due to invincible, extraordinary circumstances that have occurred after entering into the Contract and that could not have been predicted or eliminated by the Parties.
- 16.2. Such circumstances include fires, acts of war, terrorist attacks, epidemic and pandemic, natural disaster as well as other circumstances beyond the possible limits of control or impact of the Parties.
- 16.3. Non-fulfilment or undue performance of obligations by the Contractor and other involved Parties shall not be deemed as force majeure circumstance.
- 16.4. The Party referring to a force majeure circumstance shall within 3 (three) days notify about that the other Party specifying the possible due date for fulfilment of the obligations.
- 16.5. If due to a force majeure circumstance the fulfilment of the Contract is delayed for more than 30 (thirty) days each Party has the right to terminate the Contract unilaterally. If the Contract is terminated in such way, none of the Parties shall have a right to request the other Party to reimburse the losses.

17. Termination of the Contract

- 17.1. The Contract may be terminated by a mutual agreement of both Parties or pursuant to the procedures laid down in this Clause.
- 17.2. The Employer may unilaterally terminate the Contract or a part thereof by written notice to the Contractor if:
- 17.2.1. the Contractor has not submitted to the Employer the appropriate Contract Performance Security or its extension, and/or a copy of the insurance contract by the deadline and in accordance with the procedures specified in the Contract;
- 17.2.2. the Contractor has not started the performance of the Works by the deadline specified in the Contract (incl. the preparation of the Work Performance Program in accordance with the time schedule of the Contract), or is unable to perform the Works within the time limit specified in the Contract and the maximum amount of the Contractual Penalty has been reached;
- 17.2.3. the Contractor has violated the procedures for the involvement of subcontractors and/or qualified personnel specified in the Contract and has not remedied such a violation within 30 (thirty) days following the relevant written notification from the Employer;
- 17.2.4. the Contractor fails to fulfil any commitments or obligations under the Contract and has not rectified such non-compliance within 30 (thirty) days following the relevant written notification from the Employer;

- 17.2.5. the Contractor's insolvency proceedings have been announced, the Contractor's economic activity has been suspended or the Contractor is liquidated, the Contractor has been excluded from the Register of Construction Merchants of the Republic of Latvia (in the contract for construction works);
 - 17.2.6. it has been established that during the procurement procedure the Contractor has provided false information for the assessment of its qualifications;
 - 17.2.7. it has been established that the Contractor or any of its staff members, representatives or subcontractors has given or offered (directly or indirectly) to any person any kind of bribe, gift, gratitude money, commission or any other valuable item as an incentive or reward for performance or non-performance of any activity, or showing favouritism or unfavourableness towards any person in connection with the Contract;
 - 17.2.8. the Contractor or any of its staff members, representatives or subcontractors pursuant to the procedure prescribed by law has been found guilty of illegal action in connection to performance of this Contract;
 - 17.2.9. the Contractor or any of its staff members, representatives or subcontractors is involved in business relations which cause a conflict of interests concerning performance of the Contract;
 - 17.2.10. the Contractor has committed a severe violation of professional activity, which calls into question its honesty, or has failed to perform a procurement contract, framework agreement or concession agreement with the Employer, and this fact has been recognised by a decision of a competent authority, a court judgement or prosecutor's penal prescription, which has entered into force and has become indisputable and non-appealable.
 - 17.2.11. as a result of an audit (while the Contract is in force) illegal actions on the part of the Contractor are established in connection with the performance of the Contract.
- 17.3. By sending a written notice to the Contractor, the Employer is entitled to unilaterally terminate the Contract or a part thereof, and as a result of such actions the Employer shall not incur legal liability, including civil liability, if at least one of the following cases has occurred:
- 17.3.1. sanctions have been imposed on the Contractor, a member of its board or council, a beneficial owner, an authorised representative or a procurator, a person authorized to represent the Contractor in activities associated with its branch or a member of partnership, a member of its board or council, a beneficial owner, an authorised representative or a procurator, if the Contractor is a partnership, on its subcontractor and, as a result, performance of the Contract is difficult or impossible;
 - 17.3.2. based on verifiable facts, the Employer has reasonable suspicions that the Contractor's shares are indirectly owned or effectively controlled by a natural or legal person, entity or body on which the Sanctions have been imposed, including when the credit institution servicing the Employer refuses to make payments for the fulfilment of the obligations arising from the Contract, including in cases when additional information or documents are provided to such a credit institution servicing the Employer for the execution of the respective payment;
 - 17.3.3. at the request of the Employer, the Contractor has not provided, within the time specified in the Contract, verifiable information on the members of the Contractor's board or council, direct or indirect members, shareholders, beneficial owners or information on the country of origin of goods and/or materials required for performance of the Contract, their manufacturer and delivery routes, if such goods and/or materials have been or were subject to import, export or transit restrictions according to the legislation of the European Union during the term of the Contract or

12 (twelve) months prior to the conclusion of the Contract, or such goods and/or materials have been used in performance of the Contract;

17.3.4. the Employer, according to the procedure mentioned in Section 48 of the LPPSP, has established that the Contractor or any person specified in that Section meets at least one of the reasons for exclusion referred to in there, and the Contractor has not been able to ensure the restoration of reliability in accordance with the procedures specified in the LPPSP.

17.4. The Employer is entitled to terminate the Contract unilaterally due to production conditions, notifying the Contractor in writing at least 30 (thirty) days in advance and stating the reason for termination.

17.5. The Contractor has the right to terminate the Contract unilaterally by sending a written notice to the Employer, if the Employer has failed to settle the payments under the Contract for the Works completed and accepted as specified in the Contract and the delay of the Employer lasts at least 60 (sixty) days. The condition set out in this Clause shall not apply where the Contractor or persons specified in Clause 17.3.1. of the General Terms has been subject to Sanctions and therefore the payment cannot be taken.

17.6. In the cases of termination of the Contract referred to in Clauses 17.2. - 17.5. the Contractor shall hand over all documentation that is applicable to the Works within 5 (five) days of the date of receipt of the notification referred to in Clauses 17.2 - 17.5. The Contractor transfers and the Employer accepts the Works to the extent that they have been performed, comply with the provisions of the Contract, are of high quality and can be used by the Employer, as well as pay for the accepted Works in accordance with the Taking Over Certificate and the Table of Prices (Annex No.1), by deducting from this amount the amount of Contractual Penalty and damages due to the Employer. Acceptance of Works is executed by signing Taking Over Certificate by the Parties. Mutual settlements are made within 30 (thirty) days from the date of signing the above-mentioned Certificate.

17.7. Termination of the Contract referred to in this Clause shall not restrict the Employer's right to compensation for losses and Contractual Penalties.

18. Applicable legislation and dispute settlement procedure

18.1. All disagreements and disputes arising between the Parties with regard to the performance of the Contract shall be solved through mutual negotiations by supplementing or amending the text of the Contract if needed.

18.2. The Parties may agree to involve an expert commission (up to three experts) in resolving the dispute, the opinion of which is decisive. The Parties shall cover expenses of the expert commission in equal parts.

18.3. If the Parties are unable to resolve the dispute within 60 (sixty) days as a result of mutual negotiations, as well as do not agree on the involvement of an expert commission in resolving the dispute, the Parties shall resolve it in court in accordance with the laws and regulations of the Republic of Latvia.

18.4. The Contract is concluded, interpreted and fulfilled in compliance with laws and regulations of the Republic of Latvia. If any provision of this Contract loses its force due to changes in laws and regulations, other clauses of the Contract shall remain valid and in this case the Parties shall be obliged to adjust the Contract to requirements of the existing laws and regulations.

19. Conclusion and effective period of the Contract

19.1. The Contract enters into force from the date of its mutual signature and is in force till the Parties have fully performed their obligations.

20. Addresses and communications of the Parties

- 20.1. The exchange of information between the Parties within the framework of the Contract shall take place electronically by sending information to the other Party's Project Manager's e-mail address specified in the Contract, but:
- 20.1.1. notices related to changes in the scope of Works, Contract amount, Work performance deadlines and subcontractors, or related to replacement of the Work Manager, Project Manager or the Occupational Health and Safety Coordinator must be prepared in writing, sent electronically to the other Party's Project Manager's e-mail address specified in the Contract, signed with a secure electronic signature recognized in the Republic of Latvia or otherwise the originals must be handed over in person or sent by registered mail;
- 20.1.2. deeds and other Contract performance documents shall be signed with a secure electronic signature recognized in the Republic of Latvia or drawn up in accordance with the provisions of the Special Terms.
- 20.2. The document or information is considered to be notified on the next working day after sending the e-mail to the Project Manager's e-mail address, if the original is an electronic document or delivered in person or sent by registered mail, in case of disagreement the document or information will be deemed to be notified within the time limits specified in the applicable Notification Law. Within the communication between the Parties a response shall be provided not later than within 10 (ten) working days from the day when the Party has received the notification from the other Party.
- 20.3. In case of changes in the legal status of any of the Parties, representation rights of employees of any Party, or any details of the Parties specified in the Contract, including credit institution current accounts, phone numbers, email addresses, registered addresses and so on, the Party shall inform the other Party in writing immediately. If payment details of the Contractor (resident of the Republic of Latvia) has changed and they are located outside the Republic of Latvia, it shall be the Contractor's duty to submit to the Employer together with such a notice a printout/statement from the State Revenue Service Electronic Declaration System (SRS EDS) that such settlement details have been registered with the State Revenue Service. If the Party fails to comply with provisions of this Clause, it shall be deemed that the other Party has completely fulfilled its obligations by using the information about the other Party, which is provided in the Contract. The provisions included in this Clause shall also refer to the representatives of the Parties and their details referred to in the Contract.
- 20.4. All notifications sent by one of the Parties to the other must be sent to the address specified in the Special Terms, unless otherwise specified by the receiving Party.