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

|  |  |  |
| --- | --- | --- |
| **Laflora Energy SIA**(hereinafter referred to as the Customer) | and | **[enter name]** **[enter form]**(hereinafter referred to as the Contractor) |
| Registration number: VAT payer number: LV |  | Registration number: [enter registration number]VAT payer number: [enter VAT payer number or specify "no"] |
| Address: Pulkveza Brieza Street 12, Riga, LV-1230 |  | Address: [enter registered address] |
| Credit institution: SEB Banka AS |  | Credit institution: [enter name of credit institution] |
| SWIFT code: UNLALV2X |  | SWIFT code: [enter credit institution SWIFT code] |
| Account number: *[ierakstīt bankas konta numuru]* |  | Account number: [enter credit institution account number] |
| represented by its *[select or enter representative]* and *[select or enter representative]* acting in accordance with \_\_\_\_; |  | 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 in accordance with the terms of the Agreement and its annexes:
		1. sells and delivers wind turbine bird anti-collision systems (hereinafter referred to as Bird anti-collision system or the Goods) to the Customer, including all necessary tests stipulated in Technical specification (hereinafter referred to as the Order);
		2. provides Bird anti-collision system maintenance and service 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 payment for the performed Order stipulated in Clause 1.1.1. of Special provisions of the Agreement 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), excluding Value added tax (VAT).

VAT is calculated, indicated in invoices and paid in accordance with relevant, applicable laws and regulations.

* 1. The payment for the performed Order stipulated in Clause 1.1.2. of the Special Provisions of the Agreement is EUR \_\_\_\_ (\_\_\_ euro and \_\_ cents), excluding VAT (hereinafter referred to as the Maintenance and service).
	2. Payments under the Agreement shall be made as follows:
		1. The Customer shall make the payment in the amount of 20% (twenty percent) excluding VAT, from Contract Amount within 30 (thirty) days after issuing of the Notice to proceed (hereinafter referred to as NTP) by the CUSTOMER, after confirmation from wind turbine generator (hereinafter referred to as WTG) manufacturer that this equipment is compatible and meets  international standards and regulations for safety and performance.
		2. The Customer shall make the payment in the amount of 70% (seventy percent) excluding VAT, within 30 (thirty) days after delivery, installation and operational readiness, signing of relevant deed of delivery and acceptance by both parties, and receiving the relevant supporting document from the Customer (the invoice);
		3. The Customer shall make the payment in the amount of 10% (ten percent) excluding VAT, after Customer Order acceptance, signing of relevant deed of delivery and acceptance by both parties, and receiving the relevant supporting document from the Customer (the invoice).
		4. For Maintenance and service, mentioned in clause 2.2. of the Special Provisions of the Agreement (according to the annex to the Agreement No.1 (Order Specification)) the Customer shall make the payment within 30 (thirty) days of signing of relevant deed of delivery and acceptance by both parties, and receiving the relevant supporting document from the Customer (the invoice). The payment will occur twice per year with a six-month interval.

## 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.

**{!alternative to the wording of Clause 3.1, deleting the previous paragraph!}** This Agreement enters in force when signed by both Parties and is applicable to the legal relationship of the Parties from \_\_\_ \_\_\_\_\_\_\_\_\_\_ 20\_\_\_. The Agreement is valid until complete fulfilment of obligations provided herein.

* 1. 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.
	2. Warranty covers the provision of spare parts in case of component failure or fixing of any instances when Systems do not operate according to the Technical Specification. While the guarantee is in force the Supplier warrants that the System will be operating in conformity with its intended purpose and parameters indicated in this Contract and Enclosures.

## Amount of performance security of the Agreement

* 1. Within *[select or enter the period]* 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. Section *[select the procedure of attraction of subcontractors]* of the general provisions of the Agreement is applied to the attraction of subcontractors.
	2. **{!additional clause, if applicable!}** At the time of entering into the Agreement, subcontractors are not involved in the performance of the Agreement.

## Additional penalties

* 1. The following additional penalties are provided for under the Agreement:
		1. The Contractor undertakes to pay a penalty of 2% (two percent) of the Contract Price for each species of specially protected bird killed by the wind turbine, which is included in the list of technical specifications (in the annex to the Agreement No.1 (Order Specification)).

## Additional provisions

The Parties agree on the following additional provisions:

* + 1. The Contractor is responsible for obtaining **Nordex** approval for the integration of the Order (Wind Anti-collision systems) into WTG. Both Parties will make every effort to obtain the necessary approval for the integration of the Wind Anti-collision systems in time for the commissioning of the wind turbines and the Wind Anti- collision systems. The Customer may withdraw from the contract if Nordex rejects the integration of Wind Anti- collision systems or the Contractor fails to get Nordex’ approval within 3 months after signing the Agreement. If this condition is met, all payments made to the Contractor under this Agreement, if any, will be refunded to the Customer.
		2. The Contractor pienākums ir ar pienācīgu rūpību un bez nepamatotas kavēšanās veikt visas nepieciešamās darbības, lai integrētu sistēmu Nordex SE, un, ja nepieciešams, pēc the Customer pieprasījuma, izsniegt Nordex SE rakstisku apstiprinājumu par sistēmas integrēšanu vēja turbīnās. The Contractor ir pienākums informēt the Customer rakstiski vismaz reizi 10 (desmit) darba dienās par apstiprinājuma statusu un sniegt dokumentālus pierādījumus par veiktajām darbībām (piemēram, nosūtīto korespondenci, atbildes, pieprasījumus utt.).
		3. The Customer has the right to monitor the implementation of the Agreement at any stage of project implementation, request documentation from Contractor and organize an independent assessment
		4. The Parties agree that deeds and other the Agreement performance documents shall be signed with a secure electronic signature in Asice format in accordance with Regulation (EU) No 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC;
		5. **{!the Clause applies if the Contractor is intended to import the goods into Latvia from foreign countries and the first recipient of the goods on the territory of Latvia is Latvenergo AS!}** The Contractor shall indicate in the invoice for delivery of the goods: a) 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); b) the type of each packaging material (paper/cardboard, wood, plastic, polystyrene, aluminium, black metal) and weight (in kg). Information mentioned in subsections a) and b) shall 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.

**{!the following annexes are additional annexes, which should be deleted, if they are not applicable to the Agreement!}**

* 1. Annex 4 – List of Subcontractors and Works Delegated to Them.
	2. Annex 5 – List of qualified personnel of the Contractor, the justification of their qualifications.
	3. Annex 6 – Rules of Processing of Personal Data.
	4. Annex 7 – IT Security Rules.
	5. Annex 9 – Special Confidentiality Provisions.
	6. [enter additional annexes that are necessary].

## 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.
	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 date of signing the Agreement is the date of the last added secure electronic signature and its time stamp. The Agreement is signed with residents of the Baltic States on the AS "Latvenergo" eSigning platform. After signing, the Employer will upload it from the portal. In case the AS "Latvenergo" eSigning platform is not used for signing the Agreement, the Contractor shall send the Agreement signed with a secure electronic signature and containing a time stamp to the Employer's e-mail address kanceleja@latvenergo.lv within one working day after signing the Agreement.

|  |  |
| --- | --- |
| **CUSTOMER** |  **CONTRACTOR** |
| Laflora Energy SIA  | [enter name] [enter form] |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[select or enter representative]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[enter representative]*  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[select or enter representative]* | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*[enter representative]* |

Annex 1 to the Agreement

Order Specification

**1. Goods**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Name | Quantity | Price(excluding VAT) | Amount(excluding VAT) | Delivery period | Place(s) of delivery |
|  |  |  |  |  |  |  |

**2. Maintenance and service**

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| No. | Name | Quantity | Price(excluding VAT) | Amount(excluding VAT) | Fulfilment deadline |
|  |  |  |  |  |  |

**3. Delivery terms**

3.1. The prices offered are based on DDP, according to INCOTERMS 2020.

Annex 2 to the Agreement

Authorised Persons and Contact Persons

**{This document is a sample, which may be freely selected or replaced with a more appropriate form}**

**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 | Address |
|  |  |  |  | {specify only if the invoice is prepared in writing and is sent physically} |

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 OF PLACING AN ODER, FULFILMENT AND TRANSFER AND ACCEPTANCE OF AN ODER

1. PROCEDURE OF PLACING AN ODER

1.1. 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.

2. ACCEPTANCE PROCEDURE

2.1. The Contractor shall fulfil an transfer an Order of a Service (or part thereof) in accordance with the amount, deadlines and other provisions specified in the annex to the Agreement (Order Specification).

2.2. After the Order fulfilment (installation of the system), start-up, calibration and verification of system functionality is finished the Contractor will inform the Customer forthwith about his readiness to transfer the Order or part thereof to the Customer (Take-Over). The verification of system functionality will include the following points:

2.2.1. Bird anti-collision system installed in line with arrangements with the Customer and WPG manufacturer;

2.2.2. Bird anti-collision system powered and commissioned (power/data/comm);

2.2.3. Communication between Bird anti-collision system detection modules in turbine and the Contractor servers in substation established;

2.2.4. Communication Bird anti-collision system – Scada active – data exchanged;

2.2.5. Communication Bird anti-collision system – Scada active – turbine stop/start tested and working;

2.2.6. Internet connection active;

2.2.7. Access to Bird anti-collision system records in webapp active for the Customer;

2.2.8. Bird anti-collision system Detection active – verified by access to webapp;

2.2.9. Turbine shutdown /restart activated by detection.

Detection capabilities of Bird anti-collision system might be checked by Customer (e.g. review of detections in web app or on-site confirmation of detection/shutdown by observers.

3. The Contractor shall transfer with the fulfilled Order and the deed of delivery and acceptance to the Customer all the documentation related to the Services (operation manuals, quality conformity, technical, etc.). The conveyance of the documentation mentioned above to the Customer shall be a precondition for signing of the deed of delivery and acceptance of the fulfilled Order, unless the Parties have agreed otherwise.

4. Within three (3) working days from the notification about the readiness to Take Over of the Order the Customer will inform the Contractor about the proposed date of acceptance, and afterwards he will proceed to the acceptance processes. The Customer’s acceptance processes and possible tests will be completed by the Customer together with the Supplier within seven (7) days from the above mentioned notification, within the term prior agreed by the Parties. The Take Over process might take place on-line by reviewing the data collected by the Bird anti-collision system and checking that the detection modules and deterrent systems are active. The Contractor reserves the right to co-participate in the acceptance processes.

5. In the event of a prolonged process of connecting Bird anti-collision system to the wind farm SCADA for reasons beyond the control of the Contractor, beyond 90 days from the date of installation of the Systems, the Contractor will have the right to proceed with the acceptance procedure, excluding the connection to SCADA and the Start/Stop functionality and adjusting the payment accordingly, which does not release him from the obligation to work in order to obtain the final result in the form of connecting System to SCADA and activating the Start/Stop functionality of wind turbines.

6. Contractor will organize a one training session (approx. 1 hour) for the Customer’s employees (maximum 10) who will be explained how the systems and software made available by the Contractor operate. Training might be organized on-line.

7. When accepting an Order, the Customer shall be entitled to reject the Order (or part thereof), as well as refuse to pay, if the services provided (incl. materials, equipment) fail to conform to the provisions of the Agreement and/or are not fully completed. In this event, the authorised representative of the Customer shall draw up a statement of defects that shall be signed by the authorised representatives of the Parties. If the Contractor’s authorised representative does not sign the statement of defects within 3 (three) business days of receiving the notice, the statement of defects prepared by the Customer’s authorised person shall be binding upon the Contractor. No later than within the term specified in the statement of defects (the term shall not be longer than the Order performance term defined in the annex to the Agreement (Order specification)), the Contractor shall eliminate the defects specified in this statement of defects 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 part).

8. In case of unsuccessful Take-Over, the Parties will produce a Report of Discrepancies which will include a list of objections (punch list) and a new term of Take-Over agreed upon by the Parties. In case of divergent views, the Parties are obliged to make and sign the Report of Discrepancies which will include their opinions.

9. If any defects are detected during the Take-Over processes of the Order (System) the Customer has the right to refuse to accept the works in the Report of Discrepancies and to demand troubleshooting, indicating the defect and providing the Supplier additional time for troubleshooting of not less than 7 working days.

10. In case of successful Take - Over the Parties will sign forthwith the Acceptance Report for the Order. Acceptance Report might be signed in electronic form.