

**CONTRACT AGREEMENT Nr. 010000/25-788 (PART I)**

**Turbīnu piegāde Priekules VES / Supply of turbines of WPP Priekule**

**AS "Latvenergo" 2023/14**

**ON THE TURBINE SUPPLY AGREEMENT NO. W-12599-V01 WIND FARM  
"PRIEKULE", LATVIA**

**Līgums par turbīnu piegādi Priekules VES (No. W-12599-V01)**

Rīga, (01.08.2025.)

<b>Latvenergo AS</b> (hereinafter referred to as the "Employer") Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveža Brieža Street 12, Rīga, LV-1230 Credit institution: AS "SEB banka" SWIFT code: [...] Account number: [...] represented by its [...]	and	<b>ENERCON GmbH</b> (hereinafter referred to as the "Contractor") Registration number: Aurich HRB 411 VAT payer number: - DE 181 977 360 Address: Dreckamp 5, D-26605 Aurich, Germany Credit institution: [...] SWIFT code: [...] Account number: [...] represented by [...]
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**Whereas**, the Employer desires that the Works known as the "Turbine Supply for Windfarm Priekule" should be executed by the Contractor, and has accepted a Tender by the Contractor for the execution and completion of these Works and the remedying of any defects therein,

**the Employer and the Contractor hereinafter individually referred to as the "Party" and hereinafter jointly referred to as the "Parties" agree as follows:**

1. In this Contract Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of the Contract:
  - A This Contract Agreement and its Appendices:
    1. Schedule of Payments
    2. Indexation of prices and costs, if any
    3. Form of Parent Company Guarantee, if any
    4. Form of Performance Security and Advanced Payment Guarantee
    5. Project Time Schedule
  - B The Particular Conditions of Contract
  - C The General Conditions of Contract (FIDIC Conditions of Contract for Plant and Design-Build, First Edition 1999 (Yellow Book))
  - D The Employer's Requirements (as part of the procurement documents all located on Latvian electronic procurement system/ [www.eis.gov.lv](http://www.eis.gov.lv) ID No. AS "Latvenergo" 2023/14 , subject to the Clarifications during Negotiations and Meetings as integrated in this TSA)
  - E Site Data
  - F Schedules
  - G The Contractor's Scope of Supply
3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to design, execute and complete the Works and remedy any defects therein in conformity with the

- provisions of the Contract.
4. The Employer hereby covenants to pay the Contractor, in consideration of the design, execution and completion of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract.
  5. The Contract shall come into full force and effect on the date (“Effective Date”) when the following conditions are satisfied:
    - i. This Contract is jointly signed by both Parties;
    - ii. The Contractor has furnished and submitted the Contract Performance Security to the Employer in accordance with the Contract;
    - iii. The Contractor has furnished and submitted the Parent Company Guarantee (if applicable) to the Employer in accordance with the Contract.
    - iv. The Contractor has furnished and submitted the Advance Payment Guarantee to the Employer in accordance with the Contract;

The Contractor shall send a notice to the Employer specifying the date on which all these conditions have been satisfied. The Employer shall either reject by providing supporting particulars or acknowledge the Contractor’s notification in 3 (three) Business days. If the Employer does not respond within 3 (three) Business days after he receives the Contractor’s notice, the Contract shall be deemed effective at the date specified in the Contractor’s notice.

The Employer shall notify the Contractor of the Commencement Date, which includes the payment of the Advance Payment, within ten (10) days after the Effective Date.

- 1.1. The Contract Price for the performance of the Works is a lump sum, fixed and firm throughout the duration of the Contract, in the amount of **EUR 13.676.985,00 (Thirteen million six hundred seventy-six thousand nine hundred eighty-five euro and zero cents)**, excluding VAT.

However the Contract price is subject to price adjustments in accordance with the Contract.

- 1.2. The Accepted Contract Amount is provided in clause 6 above. The Contract is signed by secure electronic signature which contains a time stamp. The Contractor shall sign the Contract by secure electronic signature containing a time stamp and the signed Contract shall be sent to the Employer’s e-mail: [...] within one working day. The Contract signing date is the date of the last added secure electronic signature containing a time stamp.

**EMPLOYER**

Latvenergo AS

**CONTRACTOR**

ENERCON GmbH

\_\_\_\_\_  
[...]

\_\_\_\_\_  
[...]

\_\_\_\_\_  
[...]

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		SCHEDULE 5: FORM OF INTERIM PAYMENT CERTIFICATE.	
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[...]

**CONTRACT AGREEMENT Nr. 010000/25-789 (PART II)**  
**Turbīnu piegāde Priekules VES / Supply of turbines of WPP Priekule**  
**AS "Latvenergo" ID Nr. 2023/14 (Nr.IPR-69324)**  
**to the**  
**EPK Contract No. S-12599-V01 Priekule,**  
**Latvia**

Between

(01.08.2025.)

<b>Latvenergo AS</b> (hereinafter referred to as the "Employer")
Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveža Brieža Street 12, Riga, LV-1230 Credit institution: [...] SWIFT code: [...] Account number: [...] represented by [...]

and

<b>ENERCON GmbH</b> (hereinafter referred to as the "Contractor")
Registration number: Aurich HRB 411 VAT payer number: DE 181 977 360 Address: Dreekamp 5, D-26605 Aurich, Germany Credit institution: [...] SWIFT code: [...] Account number: [...] represented by [...]

- both parties are hereinafter referred to as "Party", or jointly, the "Parties" -

**RECITALS**

- A. The Employer operates, or plans to operate, a wind farm project with 2 wind energy converters, type ENERCON E-160 E3, (hereinafter "WEC") at a site in Priekules pilsēta, LV- 3434, Latvia.
- B. The Contractor is in the business of providing maintenance and repair services for ENERCON wind energy converters. The Contractor has offered to carry out services and maintenance activities according to the ENERCON PARTNER KONZEPT on the WECs installed, or to be installed, on the above mentioned site. The ENERCON PARTNER KONZEPT includes, among others, the provision of repair and maintenance services, the supply of spare parts and components, and a full-term availability warranty for the WECs, all as defined in the specifications of the Contract.
- C. The Employer accepts the Contractor's offer, and agrees that in consideration of the execution of the services by the Contractor, the Employer shall pay the Contractor in accordance with the Contract. The Contract becomes effective upon signature by the authorised representatives of each Party.

NOW, THEREFORE, in consideration of the Recitals stated above, which the Parties agree are accurate and complete, the agreements, promises and warranties set forth below and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties agree as follows:

## **BASIS OF CONTRACT**

The Contract between Employer and Contractor is evidenced by this document and the documents enumerated below. Should there be any discrepancy or inconsistency between the documents which constitute the Contract the following order of priority shall apply:

1. this document entitled “Contract Agreement”;
2. the Particular Conditions;
3. the General Conditions; and
4. the following Annexes:

Annex Definition of Availability Annex

Maintenance Instructions

Annex Access Roads and Construction Site Areas Annex

SCADA Description

Annex Contractor’s insurances Annex

Site boundaries

Capitalised terms defined in the attached Particular Conditions and General Conditions are used in this Contract Agreement with their corresponding defined meaning.

\* \* \*

## **EXECUTION**

Electronic signature: If the Parties sign and execute this Contract in a digital/electronic form, e.g. via a software platform, each Party (i) represents and confirms to the best of its knowledge that such digital/electronic signature process is valid according to the applicable laws and that no further execution process or ratification process is necessary, and (ii) herewith unconditionally and irrevocably acknowledges that

- each electronic signature, whether digital or encrypted, is intended to be the final, unconditional and irrevocable authentication and shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility of this Contract to the fullest extent permitted by the applicable laws,
- the Contract, once signed in electronic form, shall constitute an original document and the corresponding digital/electronic file shall constitute a proper record of the Contract as if the Parties had used a paper-based record-keeping system,
- it commits to store a copy of the file on a durable medium that guarantees the integrity of the file,
- it shall in no case be entitled to challenge the validity of this Contract by invoking that the electronic signatures or the procedure or the platform used for the signature process were not or are not officially validated or certified or that such official certification was subsequently revoked, and
- if this Contract is a follow-up agreement or an amendment to an existing or recently expired contract and such contract contained an obligation to execute any amendment by means of a paper-based execution method, such obligation shall not be applicable for the execution of this Contract.

**Executed** on behalf of [**Employer**] acting by  
its Authorised Representative:

01 August 2025 | 09:42 CEST

.....  
Date of Signature 1

.....  
Signature of Authorised Representative 1

[...]

.....  
(Print) Name of Authorised Representative 1

01 August 2025 | 10:18 CEST

.....  
Date of Signature 2

.....  
Signature of Authorised Representative 2

[.....]

.....  
(Print) Name of Authorised Representative 2

**Executed** on behalf of [**Contractor**] acting by its  
Authorised Representative:

18 July 2025 | 15:52 MESZ

.....  
Date of Signature

.....  
Signature of Authorised Representative

[...]

.....  
(Print) Name of Authorised Representative

## PARTICULAR CONDITIONS

to the EPK Contract No. S-

12599-V01 Wind Farm

“Priekule”, Latvia

[...]

### Clause Data and Modifications

#### 4 Service Fee

##### 4.1 Service Fee during Interim Period

4.1.1. The Service Fee during the Interim Period shall be as follows:

Amount per WEC and year
<b>17,100.00 EUR<sup>1,2</sup></b>
<sup>1</sup> applicable pro rata temporis
<sup>2</sup> Amount net of VAT and subject to the price adjustment mechanism established in the Contract.

4.1.2. The Contractor shall be entitled to invoice the Service Fee for the WEC upon the expiry of the Interim Period. Each invoice shall contain the relevant details for the calculation of the Service Fee.

[...]

## General Conditions

to the EPK I Contract

[...]

\* \* \*

Technical description

[...]