

**Contract for repair works of the TPP-1 steam turbine Nr. 01R000/25-36
TEC-1 tvaika turbīnas remonts / Contract for repair works of the TPP-1 steam turbine
(ID Nr. AS "Latvenergo" 2025/11)**

Riga, Contract signature date is the date of the last added secure electronic signature (22.08.2025).

1.	Parties
1.1	<p>Siemens Energy OY, with its head office situated at Tarvonsalmenkatu 19, 02600 Espoo, Finland, represented within the Republic of Latvia by Siemens Energy Oy Latvijas filiāle, registered with Commercial Register of the Republic of Latvia on January 9, 2020 under registration No. 40203236396 and with its registered office at 74 Gustava Zemgala gatve, Riga, LV-1039, Latvia, represented by the [...]</p> <p>AS LATVENERGO registered with the Commercial Register of the Republic of Latvia, registration number 40003032949, having its legal address at 12 Pulkveža Brieža iela, Riga, LV-1230, Latvia, represented by its [...].</p> <p>Contact persons and authorisations</p> <p>Customer's contact person: [...].</p> <p>Contractor's contact person: Rokas Vilkevicius, Project manager, e-mail: [...].</p>
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2.1	
2.2	The contact person provided in Clause 2.1. is entitled to represent the respective Party under the Contract, i.e., to sign the Contract documents such as the Purchase Orders, acceptance deeds, correspondence, notifications etc.
3.	Subject of the Contract
3.1	Within the framework of this Contract the Contractor shall supply replacement parts and perform repair works of the TPP-1 steam turbine repair in manufacturer's facility (hereinafter the "Works") and reassembly and commissioning of steam turbine after repair. Customer shall pay for the performed Works the amount specified in Clause 4.1. of the present Contract.
3.2	<p>Scope of the Works to be performed by the Contractor as per the "Siemens Energy" offer dated July 4th, 2025, for "Repair of Steam Turbine B002562ST," quotation 25T061_rev2 (hereinafter referred to as the "quotation"), Annex 1 includes:</p> <ul style="list-style-type: none"> • Transportation to the contractor's facility • Repair in the workshop • Parts for repair • Parts for re-assembly • Transportation back to site • Tools rental • Field service for commissioning and re-assembly at the site <p>The scope of work and list of parts are specified in the "Repair of Steam Turbine B002562ST" quotation 25T061_rev2 (Annex 1) and its appendices.</p>
3.3	The scope of the Works is based on actual findings and shall not be specified as final. For all additional works, based on further findings and not specified in the Contract, the Contractor shall notify the Customer prior to performance of such works. All additional amount of works, materials or services, exceeding Contract price, shall be added to the existing Contract as an Amendment and mutually signed by 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, then the Customer 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.

4.	Contract Price and Terms of Payment
4.1	<p>The Customer shall perform payments in accordance with Contractor's quotation 25T061_rev2 (Annex 1), provided that the total price for the performed within the agreed and set in the quotation scope of works does not exceed total amount of EUR 2 215 150,00 (two million two hundred fifteen thousand one hundred fifty <i>euro</i>) excluding VAT, which contains:</p> <ul style="list-style-type: none"> The quotation Scope with the amount of EUR 2 215 150,00 (two million two hundred fifteen thousand one hundred fifty <i>euro</i>) excluding VAT; <p>According to Chapter "Price (Quotation, Annex 1)," POS 50 "Tools Rental" and POS 60 "Field Service for Re-assembly of Turbine at Site," the estimated price of 175,000 EUR is calculated. Final adjustments will be determined upon work completion and during the invoicing stage.</p>
4.2	<p>The Contractor shall have the right to invoice provided services and materials according to "Terms of payment" of the (Quotation, Annex 1) according to Siemens Energy General Delivery Terms for Services and Projects 9_2020, except for clause 5.3 of Appendix "1", saying "The payment term shall be fourteen (14) days net from the date of the invoice.". Terms of delivery of the materials according to the Incoterms 2020 DAP conditions. Delivery address: Riga TPP-1, Viskaļu iela 16, Rīga, Latvia, LV-1026. The payments shall be paid by the Customer within 30 days from the date when invoice is issued and sent to Customer's e-mail address: [...].</p> <p>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. The payment shall be considered as executed on the date when the Customer's payment order is verified by the credit institution.</p>
4.3	<p>All invoices from Contractor shall be issued from Siemens Energy Oy Latvijas filiāle. If applicable, any taxes, including value-added tax, shall be calculated, indicated in invoices and paid pursuant to the respective valid laws and regulations.</p> <p>The Customer shall make payments to the Contractor's account in a bank institution, which is specified in the invoice and corresponds to the Contractor's account in a bank institution specified in the Contract. The Contractor shall ensure its compliance with the requirements bank institutions for the performance of settlements with the Customer provided for in the Contract (the Customer's bank institution is indicated in the details of the Contract).</p>
5.	Time and Delivery Terms of work execution
5.1	Performance of contract embedded activities as per Quotation (Annex 1), clause "Delivery time", if not otherwise specified in Contract.
6.	Procedure of acceptance of works
6.1	After the completion and testing of all the Works, a Taking Over certificate (Acceptance Statement) shall be prepared and signed in 3 (three) copies or by secure electronic signature containing a time stamp. The Works shall be deemed to be accepted, when the Taking Over certificate of the Works has been approved by the Customer. No less than 5 (five) days before the handing over of the Works the Contractor shall inform the Customer in writing about its readiness to hand over the Works. When sending a notice of readiness of the Works for handing over, the Site shall be arranged and cleaned.
6.2	Within reasonable amount of time, as per common practice, but not later than in 45 days, the Contractor shall provide the Customer with complete report of activities, performed within this project, including repairs and tests on the equipment. The report will be added as an Annex to Taking Over certificate, when provided. The report's unavailability at Take Over stage shall not be the reason not to sign Taking Over certificate.
7	Other provisions
7.1	The Contract shall come into force upon its signing by both Parties and shall remain valid until full performance of obligations included in the Contract.
7.2	This Contract is drawn up in 2 (two) originals, of which each of the Parties has received 1 (one) original.

7.3	<p>The Contract consists of this framework Contract, and it has 2 (two) annexes, in the event of any discrepancy or contradiction between listed documents, the priority shall be given to this framework Contract document first and then to annexes in the order in which they are listed:</p> <p>Annex 1: "Siemens Energy" quotation 25T061 Rev 2 of July 10th for "Steam Turbine B002562ST Riga repair at workshop" with appendixes (the "Quotation") Quotation 25T061_rev2, dated July 10th, 2025 (the "Quotation") Appendix 1. Siemens Energy General Delivery Terms for Services and Projects 9/2020 (the "Terms") Appendix 2. POS 20 PARTS FOR REPAIR SPECIFICATION AND PRICING. Appendix 3. POS 30 RE-ASSEMBLY SPARE PARTS SPECIFICATION AND PRICING. Appendix 4. Reassembly schedule. Appendix 5. Minimum_EHS_requirements.</p> <p>Annex 2: Information for Contractors Performing Works at Latvenergo AS Sites on 3 (three) pages.</p>
7.4	<p>Parties shall not use information, which is determined as Confidential according to provisions of Annex 1, to any other purpose than fulfilment of this Contract. This confidentiality obligation is binding during the validity of the Contract and for a period of three (3) years from the termination of the Contract. Notwithstanding the above, parties have the right to distribute confidential information within same group of companies and to its sub-suppliers to the extent necessary for fulfilling its obligations under the Contract.</p>
7.5	<p>Parties agree to replace the wording of the Quotations Appendix 1 – Siemens Energy General Delivery Terms for Services and Projects 9/2020 (hereinafter the "Terms") Clause 5.4 as follows:</p> <p>"If the Customer delays the payment terms specified in this Contract, the Customer 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 7,5% of the amount of delayed payments excluding VAT. The Contractual Penalty stated in this Clause shall not be calculated in cases, when the Contractor is subject to international or national sanctions, or sanctions affecting the interest of a major financial and capital participant or market of a Member State of the European Union or the North Atlantic Treaty Organization, and, therefore, payment transaction is impossible."</p>
7.7	<p>Parties agree to delete Terms' Clauses 5.6 and 5.7.</p>
7.8	<p>Parties agree to replace the wording of the Terms' Clause 14.4 starting with the second sentence as follows:</p> <p>"The Customer 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 Customer 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. 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."</p>
7.9	<p>The Contractor ensures that goods and/or materials originating in the Russian Federation or the Republic of Belarus will not be used in the performance of the Contract.</p>
7.10	<p>The Customer may unilaterally terminate the Contract or a part thereof by written notice to the Contractor, and as a result of such actions the Customer shall not incur legal liability, including civil liability, if at least one of the following cases has occurred:</p> <p>a) the Contractor, a member of its board or council, a beneficial owner, a person entitled to represent the company or a procurator, or a person authorized to represent the Contractor in activities related to a branch, or a member of a partnership, its board or council member, a beneficial owner, a person</p>

	<p>authorized to represent the company or a procurator, if the Contractor is a partnership, is subject to international or national sanctions, or sanctions affecting the interests of a major financial and capital participant or market of a Member State of the European Union or the North Atlantic Treaty Organization (hereinafter – Sanctions), if performance of the Contract is impossible or disrupted due to such conditions;</p> <p>b) based on verifiable facts, the Customer 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,</p> <p>c) at the request of the Customer, the Contractor has not provided, within the time specified in the Clause 7.11. of the Contract, verifiable information on the members of the Contractor's board, 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; d) the Contractor does not ensure the fulfillment of the requirements specified in Clause 7.9 of the Contract.</p>
7.11	<p>At the request of the Customer, in order to ensure that the Customer can verify the compliance with the Sanctions, as soon as reasonably possible, but no later than within 45 (forty-five) days, unless the Parties have agreed on another term, the Contractor is obliged to provide the Customer with:</p> <p>a) 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, shareholders, beneficial owners or persons who otherwise effectively control the Contractor;</p> <p>b) 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</p>
7.12	<p>Parties agree to replace the wording of the Terms' Clauses 19.1 and 19.2 as follows:</p> <p>"Each party, at its option, has the right to claim its receivables with regard to the performance of the Contract in the general courts of, at claimant's option, either Contractor's or Customer's domicile in compliance with its laws and regulations."</p>
7.13	Parties Agree to delete Quotation Clause "Insurance and Warranty".
7.14	Siemens Energy shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
7.15	<p>If Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Energy or works and services (including all kinds of technical support) performed by Siemens Energy to a third party worldwide, Customer shall comply with all applicable national and international (re-) export control regulations. In any event Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.</p> <p>If required to conduct export control checks, Customer, upon request by Contractor, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.</p> <p>Customer shall indemnify and hold harmless Siemens Energy from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any noncompliance with export control regulations by Customer, and Customer shall compensate Siemens Energy for all losses and expenses resulting thereof, unless such noncompliance was not caused by fault of the Customer. This provision does not imply a change in statutory burden of proof.</p>
7.16	The Parties acknowledge that there is an uncertain political and security situation in the world, in particular due to the invasion of Ukraine ("Uncertain Situation"), which effects are difficult to foresee at the time of Contract signing and which can directly and indirectly affect the execution of this

	<p>Contract, including, but not limited to, the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation means and services and supply of gas. In the light of the above, the Parties agree that Siemens Energy shall be entitled to reasonable adjustments of the delivery times and/or the Contract Price to the extent any delay and costs are caused directly or indirectly by the above-mentioned Uncertain Situation and any related consequences. In the event that such circumstances affect the Contract Price set in Clause 4.1 of the Contract, any changes to the price shall only be made upon written agreement between the Parties.</p>
7.17	<p>X.1. Siemens Energy hereby prohibits to the Customer, and the Customer agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus, or for use in Russia or Belarus any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by Siemens Energy to the Customer under this Contract.</p> <p>X.2. Siemens Energy shall be entitled to terminate this Contract by written notice in the event of a breach by the Customer of the obligation pursuant to X.1 of this Contract. Upon termination, the Customer shall pay to Siemens Energy all costs and damages incurred by Siemens Energy from such termination. In any case, the Customer shall pay Siemens Energy liquidated damages in the amount of 20 % of the purchase price/delivered goods value.</p> <p>X.3. Notwithstanding the provision in X.2, the Customer shall indemnify and hold harmless Siemens Energy in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against Siemens Energy arising out of or relating to a breach by the Customer of the obligation under X.1 of this Contract and the Customer shall compensate Siemens Energy for all losses and expenses incurred resulting thereof.</p>
7.18	<p>5 (five) days prior to commencement of the Works at Site, the Contractor shall submit to the Employer a list of employees who will perform the Works under this Contract. The list of employees shall be submitted in compliance with the procedures set out in the Regulations of Latvenergo AS Pass System.</p> <p>The Customer shall introduce, and the Contractor shall observe the valid regulations and instructions governing the Works in the Customer's company (also available on the Customer's website https://latvenergo.lv/en/par-mums/saistosie-dokumenti-darbuznemejiem) and their amendments. The Customer 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.</p>
7.19	<p>The Contractor shall have the right to involve subcontractors (and its 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 Customer's consent, which shall not be unreasonably withheld. For the purpose of this Contract, subcontractor shall mean an entity contracted by the Contractor, and who performs construction work or provides services for the performance of this Contract.</p> <p>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 payments to the subcontractors.</p> <p>Customer 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.</p> <p>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.</p> <p>The Customer shall not approve involvement of subcontractors if the subcontractor offered does not conform with the requirements for subcontractors stipulated by the Law on the Procurements of Public Service Providers of the Republic of Latvia.</p> <p>The Customer shall take decision to either allow involvement of new subcontractors in performance of</p>

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.

- 7.20 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 an-other suitably qualified employee as soon as possible, but not later than within 1 (one) month, and does not make any claims against the Customer, 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.
- 7.21 The Parties agree that the Contract together with its Annexes and any amendments may be signed using secure electronic signatures or through Adobe Sign. The Contractor shall send electronically signed Contract to the Customer's e-mail: [...] within one working day. The Contract signing date is the date of the last added secure electronic signature.

CONTRACTOR

Siemens Energy OY Latvijas filiāle

Legal address: Gustava Zemgala gatve 74, Riga,
LV-1039, Latvia

VAT reg. No.: LV40203236396

Reg. No.: 40203236396

Bank: [...]

SWIFT: [...]

Account No.: [...]

CUSTOMER

AS "LATVENERGO"

Legal address: Pulkveža Brieža iela 12, Riga,
LV-1230, Latvia

VAT reg. No.: LV40003032949

Unified reg. No.: 40003032949

Bank: [...]

SWIFT code: [...]

Account No.: [...]

[...], authorized person

[...], Chief Commercial Officer