

**TEC-2 energobloka DCS vadības sistēmas modernizācija**

**On ovation DCS upgrade in TEC-2 Unit 2**

**(ID No. AS "Latvenergo" 2025/22; IPN-804)**

**AMENDMENT Nr. Nr. 01R000/25-42.1**

to the Contract No.01R000/25-42 On Ovation DCS upgrade in TEC-2 Unit 2

Riga,

*See the Amendment date in the electronic signature area  
(26.01.2026.)*

<p><b>Latvenergo AS</b> (hereinafter referred to as the Customer)</p> <p>Registration number: 40003032949 VAT payer number: LV40003032949 Address: Pulkveza Brieza Street 12, Riga, LV-1230  Credit institution: [...] SWIFT code: [...] Account number: [...]  represented by its [...]</p>	<p>and</p> <p><b>Emerson Process Management Sp. z o.o.</b> (hereinafter referred to as the Contractor)</p> <p>Registration number: 012592385 VAT payer number: 5260205977 Address: ul. Konstruktorska 1302-673 Warszawa, Poland  Credit institution: [...] SWIFT code: [...] Account number: [...]  represented by its [...]</p>
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hereinafter severally referred to as the "Party" and jointly as the "Parties", according to the regulations stipulated in Clause 13.1.1. of the Contact No.01R000/25-42 On Ovation DCS upgrade in TEC-2 Unit 2 concluded on September 29, 2025 (hereinafter referred to as the Contract), conclude this Amendment of the Contract (hereinafter referred to as the Amendment) on the following:

WHEREAS, the Parties have identified a technical inconsistency between the payment terms set out in the main body of the Contract, which prevails over the annexes in accordance with the Contract, and the percentage distribution for payment for project implementation milestones included in Annex 1 "Financial Offer" and Annex 2 "Time Schedule of Works"; and

WHEREAS, the Parties agree that such inconsistency constitutes a technical error and does not reflect the original intention of the Parties at the time of conclusion of the Contract; and

WHEREAS, the Parties wish to rectify the identified technical error by replacing Annex 1 "Financial Offer" and Annex 2 "Time Schedule of Works" with revised versions, without changing the Contract Price, the scope of Works, or the Contract term;

NOW, THEREFORE, the Parties agree as follows:

1. The Parties agree that Annex 1 "Financial Offer" to the Contract shall be replaced in its entirety by the revised Annex 1 "Financial Offer" with a corrected percentage distribution for payment for project implementation milestones (Percentage of Contract Price): ID 25123D/2025 from January 14th, 2026, which is attached to this Amendment.
2. The Parties agree that Annex 2 "Time Schedule of Works" to the Contract shall be replaced in its entirety by the revised Annex 2 "Time Schedule of Works" with a corrected percentage distribution for payment for project implementation milestones (Percentage of Contract Price) from January 14th, 2026, which is attached to this Amendment.
3. All other provisions of the Contract shall remain unchanged.

4. The Amendment shall enter into force on the day of its signature by both Parties. Upon its signature by both Parties, the Amendment shall become an integral part of the Contract. The amendments set out in this Amendment shall apply to the contractual relationship between the Parties as of the date of conclusion of the Contract.
5. The following annexes are attached to this Amendment and form an integral part hereof:
  - a. Revised Annex 1 to the Contract – "Financial Offer", ID 25123D/2025 from January 14th, 2026;
  - b. Revised Annex 2 to the Contract – "Time Schedule of Works" from January 14th, 2026.
6. The Amendment, together with its Annexes is signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Amendment signed with a secure electronic signature and containing a time stamp within one working day of signing the Amendment to the Customer's e-mail: [...]. The date of signing the Amendment is the date of the last added secure electronic signature and its time stamp.

**CUSTOMER**

Latvenergo AS

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[...]

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[...]

**CONTRACTOR**

Emerson Process Management Sp. z o.o.

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[...]

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[...]

Veiktie grozījumi ir uzskatāmi par nebūtiskiem, jo nemaina kopējo līguma cenu (koriģēts procentuālais sadalījums projekta īstenošanas posmu maksājumiem, t.i. procentos no līgumcenas), nemaina darba apjomu vai kopējo līguma izpildes grafiku.