

GENERAL AGREEMENT



Riga,

The date of the Agreement is in the electronic signature area
(August 12th, 2024)

Sadales tīkls AS (hereinafter referred to as the Customer)	and	TT Cables Nordic UAB (hereinafter referred to as the Contractor)
Registration number: 40003857687 VAT payer number: LV40003857687 Address: Šmerļa Street 1, Riga, LV-1160 Credit institution: [...] SWIFT code: [...] Account number: [...] represented by its [...]		Registration number: 304435540 VAT payer number: LT100010601418 Address: Veiverių g.134. LT-46352, Kaunas, Lithuania Credit institution: [...] SWIFT code: [...] Account number: [...] represented by its [...]

hereinafter severally referred to as the "Party" and jointly as the "Parties" agree on the following provisions of the general agreement (hereinafter referred to as the Agreement):

SPECIAL PROVISIONS

1. Subject of the Agreement

- 1.1. The Contractor sells and delivers low voltage aerial bundled cables to the Customer, by preparing each case of fulfilment as a separate order (hereinafter referred to as the Order(s)), but the Customer shall pay to the Contractor for the Orders fulfilled pursuant to the terms of the Agreement. The Order specification is provided in the annex to the Agreement (Order Specification). The Contractor is not guaranteed specific amount of Orders.
- 1.2. The Orders include:
 - 1.2.1. purchase of goods;
 - 1.2.2. delivery of goods to the place specified by the Customer;
 - 1.2.3. installation of the Goods;
 - 1.2.4. provision of a service.
- 1.3. The Order is made:
 - 1.3.1. by using Oracle iSupplier;
 - 1.3.2. by e-mail.

2. Price of the Goods/Service

- 2.1. Execution of the order is performed in accordance with the procedure specified in Annex No. 3 to the Agreement "Execution of Commercial tenders (Price inquiries)". The prices of the Commercial tender must be valid for the entire amount of the quarterly Order and / or additional Order announced within the Commercial tender. The prices of each quarterly Order and / or additional Order are fixed within the framework of the Commercial tender survey for the specific quarterly Order and / or additional Order. Price recalculation for the quarterly Order and / or addition Order is performed in the cases specified in Annex No. 3 to the Agreement "Execution of Commercial tenders (Price inquiries)", in accordance with Annex No. 4 "Goods price recalculation formula". The recalculation of the prices of the Goods performed by the Customer shall become an integral part of this Agreement.
- 2.2. The Order price is inclusive of all taxes and duties, except VAT, as well as other costs, including, but not limited to the costs of materials, products, equipment, works, delivery, installation and transport related to the fulfilment of Orders, and the prices of the Good's drums. VAT is calculated, specified in invoices and paid in accordance with applicable laws and regulations.

- 2.3. Other provisions of the Agreement for a settlement procedure defined in general provisions of the Agreement. No prepayment is defined in the Agreement.

3. Term of the Agreement

- 3.1. This Agreement enters in force on when signed by both Parties and is valid until complete fulfilment of obligations provided herein.
- 3.2. The Customer shall make Order within 2 (two) years of the day of entry of the Agreement into effect. The Contractor shall be obliged to fulfil the Orders if they are placed within the term specified in this paragraph.
- 3.3. The Agreement may be extended by written agreement of the Parties for 1 (one) year on the same terms, if the total contract price referred to in Annex 1 has not been spent.

4. Warranty period

- 4.1. The warranty period of each fulfilled Order shall be 36 (thirty-six) months from the date of transfer and acceptance of the respective Order.

5. Amount of performance security of the Agreement

- 5.1. Within 10 (ten) days after receiving and coordinating the first Order, the Contractor shall submit to the Customer a performance security of the Agreement of 50 000.00 EUR (fifty thousand euros) (hereinafter referred to as the Performance Security of the Agreement).

6. Procedure of attraction of subcontractors

- 6.1. No subcontractors are attracted under the Agreement.

7. Additional penalties

- 7.1. The special provisions of the Agreement do not provide for additional penalties, except for the procedure specified in Annex 3 to the Agreement "Execution of Commercial tenders (Price inquiries)".

8. Additional provisions

- 8.1. The Customer, in fulfilling the Agreement, attracts investments from the planned investments of ANM provided for in the appendices to the Recovery and Resilience Plan of Latvia for the modernisation of electricity transmission and distribution networks and increasing the share of renewable energy resources in the energy supply system (hereinafter - ANM) and the rePowerEU planned investments provided for in the Supplements to the Recovery and Resilience Plan of Latvia for the modernisation of electricity transmission and distribution networks and renewable energy resources to increase the share in the energy supply system (hereinafter referred to as RePowerEU). Within the framework of ANM and RePowerEU, Annex No. 4 is attached to the Agreement in accordance with the requirements of the laws and regulations of ANM, which is mandatory for the Parties. If the provisions of the Agreement conflict with the provisions of the laws and regulations within the framework of ANM and RePowerEU, the provisions of Annex No. 4 to this Agreement shall prevail over the other provisions of the Agreement and the Annexes.
- 8.2. The Parties agree on the following additional provisions:
- 8.2.1. The Parties shall be liable for the damages caused to the other Party as a result of their actions / inaction. The limit of the amount of losses related to the performance of the Agreement is set at EUR 2,000,000.00 EUR (two millions euro, 00 cents) excluding VAT;
- 8.2.2. During the term of the Agreement, the Contractor may be supplemented with a new Manufacturer and / or brand and / or name of Goods according to the Material Register of AS "Sadales tīkls", the Parties have the right to amend the Agreement in accordance with the procedure specified in Clause 13.3 of the General Terms and Conditions;
- 8.2.3. The Contractor guarantees the appropriate design of the goods - each drum must indicate the supplier, manufacturer, number of the goods, the type of the goods, the length of the goods in meters, the weight (gross / net) of the goods and the date, month and year of manufacture. If the above is not indicated on the drums and the Goods, the Customer is entitled to return them to the Contractor, and the incurred expenses shall be borne by the Contractor.
- 8.2.4. The Contractor agrees that during the term of the Agreement the Customer may perform random tests of the delivered goods and compare the results with the tender and standards submitted within the procurement procedure "Supply of medium voltage cables and low voltage aerial bundled cables" (id. No. ST 2023/29 ANM). In case of non-compliance, the Contractor will exchange the Goods for a non-compliant one at no extra charge;
- 8.2.5. The Contractor shall ensure that appropriate documentation (routine test report) is attached to each drum of Goods.
- 8.2.6. In case of execution of the Order, the Contractor shall organize collection and transportation of empty drums at the point of delivery (Sadales tīkls AS, warehouse at Stigu street 8, Riga, LV-1021) without additional payment. The Contractor will remove the drums within 30 calendar days after receiving the

request from the Customer. If the drums are not removed within 30 calendar days, the Customer without extra notification is entitled to utilize the drums. If the Customer utilize the drums, the costs of utilization shall be covered by the Contractor.

9. Annexes to the Agreement

- 9.1. Annex 1 – Order Specification.
- 9.2. Annex 2 – Authorised Persons and Contact Persons.
- 9.3. Annex 3 – Execution of Commercial tenders (Price inquiries).
- 9.4. Annex 4 – Goods price recalculation formula.
- 9.5. Annex 5 – Requirements related to attracting funding for the financing of the European Union Recovery and Resilience Facility plan and the planned investment by RepowerEU in the complements to the Recovery and Resilience Plan of Latvia for the modernisation of electricity transmission and distribution networks and for increasing the share of renewable energy sources in the energy supply system.

10. Signatures of the Parties

- 10.1. 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.
- 10.2. The Agreement, together with its Annexes is signed with a secure electronic signature and contains a time stamp. The Contractor shall send the Agreement signed with a secure electronic signature and containing a time stamp within one working day of signing the Agreement to the Customer's e-mail: [...]. The date of signing the Agreement is the date of the last added secure electronic signature and its time stamp.

CUSTOMER

Sadales tīkls AS

[...]

[...]

CONTRACTOR

TT Cables Nordic UAB

[...]

ORDER SPECIFICATION

In accordance with the Procurement Procedure Regulations and the Tenderer's offer

[...]

AUTHORISED PERSONS AND CONTACT PERSONS

[...]

EXECUTION OF COMMERCIAL TENDERS (PRICE INQUIRIES)

The conditions may be supplemented in accordance with the procedure specified in the Procurement Procedure Regulations

[...]

GOODS PRICE RECALCULATION FORMULA

[...]

REQUIREMENTS RELATED TO ATTRACTING FUNDING FOR THE FINANCING OF THE EUROPEAN UNION RECOVERY AND RESILIENCE FACILITY PLAN AND THE PLANNED INVESTMENT BY REPOWEREU IN THE COMPLEMENTS TO THE RECOVERY AND RESILIENCE PLAN OF LATVIA FOR THE MODERNISATION OF ELECTRICITY TRANSMISSION AND DISTRIBUTION NETWORKS AND FOR INCREASING THE SHARE OF RENEWABLE ENERGY SOURCES IN THE ENERGY SUPPLY SYSTEM

[...]