ORDER AGREEMENT

Riga,

___ _____ 20___ **{! alternative text if the Agreement is signed with the secure electronic signature!}**
The date of the Agreement is in the electronic signature area

Sadales tīkls AS (hereinafter referred to as the Customer) Registration number: 40003857687 VAT payer number: LV40003857687 Address: Šmerļa Street 1, Riga, LV-1160 Credit institution: SEB Banka AS SWIFT code: UNLALV2X Account number: LV83UNLA0050008821895 represented by its *select or enter representative* and *select or enter representative* acting in accordance with Sadales tīkls AS Management Board No. 188/42 dated 14 October 2025, "On the Authorisation of Sadales tīkls AS Chief Officers"; **{Alternative text, to replace the previous paragraph}** represented by two chief officers, in accordance with Sadales tīkls AS Management Board Decision No. 188/42 dated 14 October 2025, "On the Authorisation of Sadales tīkls AS Chief Officers":	and	**[enter company name] [enter form]** (hereinafter referred to as the Contractor) Registration number: [enter registration number] VAT payer number: [enter VAT payer number or specify "no"] Address: [enter registered address] Credit institution: [enter name of credit institution] SWIFT code: [enter credit institution SWIFT code] Account number: [enter credit institution account number] 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): Chief Customer Executive Officer

{Alternative text, to replace the previous paragraph if the Agreement is concluded as a result of a procurement!} hereinafter severally referred to as the "Party" and jointly as the "Parties", based on *[select or enter]* [insert the title and id No. of the procurement, if applicable] *[select or enter]*, agree on the following general terms and conditions of the agreement (hereinafter – the "Agreement"):

SPECIAL PROVISIONS

1. Subject of the Agreement

1.1. The Contractor *[select or enter the characteristic activity]* *[enter subject of the agreement]* 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).

1.2. The Order includes:

1.2.1. ☐ purchase of goods;
1.2.2. ☐ delivery of goods to the place specified by the Customer;
1.2.3. ☐ installation of goods;
1.2.4. ☐ provision of a service.
1.2.5. *[enter other activity or delete!]*

2. Contract Amount

2.1. The total payment for the performed Order is *[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) and VAT of 21%, which amounts to *[enter VAT in figures]* EUR (*[enter VAT in words]*).

{!alternative to the wording of Clause 2.1 for the cases, when the Contractor is not a VAT payer or also pays reverse VAT, deleting the first paragraph!} The payment for the Order shall be *[enter total amount in figures]* EUR (*[enter total amount in words]*) without VAT (hereinafter referred to as the Contract Price or the Contract Amount). All the taxes and duties are included in the Contract Amount and they shall be paid by the Contractor, except value added tax. ***![select VAT payment procedure]!***

2.2. Special provisions of the Agreement do not provide for a settlement procedure differing from the payment procedure defined in the general provisions of the Agreement. No prepayment is defined in the Agreement.

{!alternative to the wording of Clause 2.2 for the cases, deleting the first paragraph!} Payments under the Agreement shall be made as follows:

2.2.1. *[enter the alternative payment procedure, for example, prepayment]*;
2.2.2. *[enter the alternative payment procedure, to be used in the specific case]*.

3. Term of the Agreement

3.1. The Agreement enters in force on ***[select the standard version** or enter the start date]* and is valid until complete fulfilment of obligations provided herein.

3.2. The Contractor shall fulfil the Order in accordance with the procedure set out in the Agreement and with the deadlines set in the annex.

4. Warranty period

4.1. 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.

{!alternative text which may replace the previous paragraph!} The Order has no warranty period.

5. Performance security of the Agreement

5.1. 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).

5.2. As security for the performance of the Agreement:

5.2.1. ☐ the provisions of Clause 5.8 of the general provisions of the Agreement shall apply;
5.2.2. ☐ the provisions of Clause 5.8 of the general provisions of the Agreement shall not apply.

{!alternative text which may replace clause 5.1. and 5.2!} No performance security of the Agreement is submitted under the Agreement.

6. Procedure of attraction of subcontractors

6.1. No subcontractors are attracted under the Agreement.

{!alternative text which may replace the previous paragraph!} Section *[select the procedure of attraction of subcontractors]* of the general provisions of the Agreement is applied to the attraction of subcontractors.

7. Additional penalties

7.1. Special provisions of the Agreement do not provide for additional penalties.

{!alternative text which may replace the previous paragraph!} The following additional penalties are provided for under the Agreement:

7.1.1. *[enter additional penalties and their conditions]*;
7.1.2. *[enter additional penalties and their conditions]*.

8. Additional provisions

8.1. Special provisions of the Agreement do not provide for additional deviations from general provisions of the Agreement.

{!alternative text which may replace the previous paragraph!} The Parties agree on the following additional provisions:

8.1.1. *[enter additional provisions or deviations from general provisions of the Agreement]*;
8.1.2. *[enter additional provisions or deviations from general provisions of the Agreement]*;
8.1.3. [*insert provisions regarding the advance payment security and the procedure for its release, if an advance payment is foreseen under the Agreement*];
8.1.4. ***{delete, if procurement documents (including draft of the Agreement) do not provide for substantive amendments to the Agreement during the execution of the Agreement}*** The Parties shall have the right to make amendments to the Agreement in accordance with the procedure specified in Clause 13.3 of General provisions of the Agreement, if *[enter clear and unequivocal provisions, when amendments to the Agreement are permissible, by providing also the scope and essence of amendments]*.

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9. Annexes to the Agreement

9.1. Annex 1 – Order Specification.

9.2. Annex 2 – Authorised Persons and Contact Persons.

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

9.3. Annex 3 - Personnel of the Contractor and subcontractors involved in the performance of the Agreement (*sample*).

{Annex 3 must be added if the agreement includes services such as: information system development, modifications to an existing information system, information system maintenance, or ICT resource servicing!}

9.4. Annex 4 – List of Subcontractors and Works Delegated to Them.

9.5. Annex 5 – List of qualified personnel of the Contractor, the justification of their qualifications. **{! to be filled in if personnel qualification was evaluated in procurement!}**

9.6. Annex 6– Rules of Processing of Personal Data.

9.7. Annex 7– Cyber security Rules.

9.8. *[enter any additional annexes that are necessary]*.

10. Signatures of the Parties

10.1. By signing the 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 Annexes is signed in two copies, each on _____ pages, one copy for each Party. Both copies of the Agreement have equal legal force.

{!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. If the Agreement is signed with residents of the Baltic States on the Latvenergo Group eSigning platform, after signing the Agreement the Customer will upload it from the portal. In case the Latvenergo Group 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 Customer's e-mail address: *[izvēlēties vai ierakstīt e-pasta adresi]* within one business day after signing the Agreement

CUSTOMER	**CONTRACTOR**
Sadales tīkls AS	*[enter name] [enter form]*
_____	_____
select or enter representative	*[enter representative]*
_____	_____
select or enter representative	*[enter representative]*

{!alternative text, if the names and surnames of the signatories are not specified in the preamble of the agreement}

_____

(the document is signed with an electronic signature; the signatory's name and surname are specified in the electronic signature)

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ORDER SPECIFICATION

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

Goods

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

Services

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

Service (hourly rate)

No.	Name	Price per hour (excluding VAT)

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AUTHORISED PERSONS AND CONTACT PERSONS

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

Contact persons

To coordinate the fulfilment of the Agreement and to provide the replies relating to the Order, as well as to receive 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 not prepared in writing and is sent physically}

To coordinate the fulfilment of the Agreement and to provide the replies relating to the Order, 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
		inform about changes in Customers list of contact persons or authorized persons
		sign acts specified in Agreement

{specify required authorization as needed in Agreement}

* In this case, changes are notified to the other Party by sending a written notification electronically to the e-mail address of the other Party contact person and authorized person. The notification must be signed with a secure electronic signature recognized in the Republic of Latvia (or the original must be delivered personally or sent by registered letter).

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.

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Annex 3 to the Agreement

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

Personnel of the Contractor and Subcontractors Involved in the Performance of the Agreement

No	Name and surname	Personal Identification Number	Position/Specialization	Explanation of Involvement in Agreement Execution
1				
2				
3				

The Contractor certifies that the individuals listed above, involved in the performance of the Agreement, have given consents to a background check by the Constitution Protection Bureau.

{To be used if the subject of the Agreement includes services for a Class A information system!}

Annex 3 to the Agreement

Personnel of the Contractor and Subcontractors Involved in the Performance of the Agreement

No	Name and surname	Position/Specialization	Explanation of Involvement in Agreement Execution
1			
2			
3			

{To be used if the subject of the Agreement includes services for a Class B or C information system!}

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