Contract No. see in the name of e-doc file
concerning the delivery of methanol
(procurement id.No. RŪ-2024/132)

DATE OF SIGNING SHALL BE THE DATE OF THE LAST AFFIXED SECURE ELECTRONIC SIGNATURE AND TIME STAMP THEREOF

LLC (SIA) "Rīgas ūdens", Registration No. **40103023035**, represented by its Member of the Board Normunds Zvaunis, acting on the basis of the decision of Board of the LLC (SIA) "Rīgas ūdens" of November 6, 2024 (Minutes No. 2.4.1/2024/66), hereinafter referred to as – the Purchaser, on the one part, and
RoxTrade OÜ, Registration Nr. **12560721**, represented by its Member of the Board Andres Reinaru, acting on the basis of statute, hereinafter referred to as – the Supplier, on the other part,
hereinafter referred to as – the Parties, conclude the following contract, hereinafter referred to as – the Contract:

1. Terms Used in the Contract

1.1. Product – methanol of the manufacturer Supermetanol C. A, the technical specification of which is stated in Annex No. 1 and is exempted from the excise duty.
1.2. Purchase Price – amount paid by the Purchaser to the Supplier for the Product in compliance with the procedure stipulated in the Contract. The Purchase Price corresponds to the real value of the Product, includes all the Supplier's expenses and the Supplier's profit.
1.3. Supply – transfer of the Product to the Purchaser in compliance with provisions of DDP (*Incoterms 2020*) at the address Dzintara Street 60, Riga, Latvia, and unloading (pumping) at the place specified by the Purchaser in an accordingly fitted tank.
1.4. Order – the Purchaser's order for the respective batch of Products (sent to the Supplier's e-mail). The Purchaser's representative shall indicate the name, quantity, and Supply day in the Order.
1.5. Supporting Document – a document signed by the Parties' authorised persons to confirm supply of the Products. The Supporting Document must contain the following information:
1.5.1. Contract number and date;
1.5.2. the name, quantity and price of the Products to be transferred;
1.5.3. Place and time of signing of the Supporting Document;
1.5.4. Information specified in Section 125 of the Value Added Tax Law.
1.6. Validity Term – period specified in the Contract when the Product must maintain all features and when the Supplier replaces the Product by an equivalent product in cases and in compliance with the procedure determined in the Contract.

2. Subject-matter of the Contract

2.1. The Supplier shall undertake to supply to the Purchaser, and the Purchaser shall undertake to accept the Product in compliance with the procedure stipulated in the Contract.
2.2. The Purchaser shall undertake to pay the Purchase Price for the Products in compliance with the procedures stipulated in the Contract.
2.3. The Supplier shall undertake to provide information on the course of supply of the Goods at the first Purchaser's request.
2.4. By entering into the Contract, the Parties acknowledge that:
2.4.1. they have fully discussed provisions of the Contract, recognise them to be mutually beneficial, and undertake to perform them in full;
2.4.2. The Parties are entitled to perform their current business, they are entitled to be the owners of their property and assets, they have met all the requirements defined in the regulatory enactments with regard to their business;

2.4.3. Entering into the Contract, performance of the obligations and compliance with the provisions:
2.4.3.1. is not and will not be contradictory to the effective laws, regulations or instructions, judgement, decision or permits that are binding on the Parties or that refer to their property or assets;
2.4.3.2. is not and will not be contradictory to any contract that refers to their property or assets, will not cause any termination or default of the Contract;
2.4.3.3. will not contradict any provisions of the Parties' articles of association.

3. Terms of Delivery and Quality Certificates

3.1. The Seller shall carry out the Supply of the Product in compliance with the terms and conditions of the Contract, on the basis of written Orders by the Purchase that are sent to the Supplier's e-mail address: [..].
3.2. The supply shall be carried out within the time limit stipulated in the Order, but not longer than **within 3 (three) days** from the day of sending the Order.
3.3. The volume of Product to be delivered per Order and per Delivery will not exceed 27 m^3 (twenty-seven cubic metres).
3.4. The Purchaser shall ensure the Supplier access to the place of supply of the Product.
3.5. Pumping of the Product from the tanker into the Contracting Authority's Product storage reservoir shall be carried out in the presence of the Purchaser's responsible person only.
3.6. The Supplier shall supply the Product in a tank of a vehicle that is fitted pursuant to the regulatory enactments, and that has been previously cleaned from other products.
3.7. Pumping of the Product from the tanker into the Contracting Authority's Product storage reservoir shall be carried out by the driver of the vehicle that delivered the Product by using the pumping equipment of the vehicle fitted with a Camlock 3" connection.
3.8. The supplier shall provide the Purchaser's responsible persons with the opportunity to take samples of the delivered Product from each section of the vehicle tank for quality tests before pumping the Product into the storage reservoir.
3.9. The Supplier shall represent and warrant that the Product at the moment of supply thereof will be his property, will not have been alienated, pledged, encumbered, no prohibitions will have been established over the Product, and it will not have been disputed.
3.10. The Supplier shall warrant that the Product will have been stored in suitable conditions, with the care of an honest and careful manager, until delivery to the Purchaser.
3.11. The Parties shall establish the fact of Supply by signing a Supporting Document in compliance with the procedure determined in the Contract.
3.12. The Supplier shall warrant that within the framework of the Contract the Product to be supplied is certified for use in the territory of the European Union and the Republic of Latvia and its operation in accordance with its task and operating regulations will not cause loss or damage to human health or property, or the environment.
3.13. The Supplier guarantees that all import taxes and duties have been paid for the Product at the moment of Supply.
3.14. The Supplier shall warrant that the supplied Product corresponds to the parameters stated in Annex No. 1. The compliance shall be warranted by a certificate of quality issued by the Supplier which the Purchaser shall receive together with the Supporting Document.

4. Provisions on acceptance of the Products

4.1. Simultaneously with the Supply of the Product, the Supplier shall issue the relevant Supporting Document, certificate of quality of the supplied Product, safety data sheet to the Purchaser's responsible person. The Contracting Party which has received the special permit (licence) from the State Revenue Service for the operation of an approved keeper of the storage for excisable goods, shall carry out the input (record keeping) of the Product volume

in the Electronic Application System of the Rural Support Service pursuant to the requirements of regulatory enactments.

4.2. The Purchaser's authorised representative shall inspect the Products on-site and verify compliance of the information indicated in the Supporting Document with the Contract, assess the quality of the Products, their compliance with the provisions of the Contract and compliance with the information specified in the Supporting Document, thereafter sign the respective Supporting Document or give the Supplier a substantiated refusal to sign the Supporting Document.

4.3. In case of refusal to sign the Supporting Document, the Supplier shall eliminate all the defects in the Supporting Document, quality of the Products and conformity thereof to the provisions of the Contract, and resubmit the Supporting Document to the Purchaser for signing.

4.4. The Products shall not be accepted if they do not conform to the provisions of the Contract or requirements of the effective regulatory enactments.

4.5. The Purchaser shall accept the Products only by the external appearance and reserve the right to raise objections regarding hidden deficiencies of the Products, quality of the Products and conformity thereof to the Contract.

4.6. Mutual signing of the Supporting Document serves as grounds to pay the Purchase Price indicated in the Supporting Document.

5. Payment Procedures

5.1. The Parties agree that the price of the Product shall be **EUR 335,00 (three hundred thirty-five *euro* and 00 cents)** excluding value added tax (VAT) per 1 m^3 (one cubic meter) of the Product. VAT shall be applied in compliance with the procedure determined in the regulatory enactments of the Republic of Latvia.

5.2. The Purchase Price for the Supply of the Goods shall be calculated taking into account the volume of Product to be delivered and the price of the Product set out in Clause 5.1 of the Contract. The Purchaser shall make payment of the Purchase Price for the relevant Order within 20 (twenty) days from the day of mutual signing of the Supporting Document.

5.3. The Purchaser shall make payment by a transfer to the Supplier's bank account specified in the Supporting Document.

5.4. **The Parties agree that the total volume of orders of the Products during the validity term of the Contract will not exceed 800 m^3 (eight hundred cubic meters).**

6. Settlement of Disputes

6.1. This Contract is interpreted in accordance with regulatory enactments effective in the Republic of Latvia.

6.2. All disputes and disagreements that result from this Contract and relate to it or its violation, termination or invalidity will be solved by the Parties in negotiations. If the Parties have not reached a solution within 15 (fifteen) days after receiving the invitation to start negotiations, the dispute shall be finally solved at court in compliance with the procedure determined in the regulatory enactments of the Republic of Latvia.

7. Product Validity Term and Responsibilities of the Parties

7.1. The Parties agree that the Product Validity Term is 12 (twelve) months. The Validity Term obligations start from the moment of mutual signing of the Supporting Document.

7.2. Upon establishing the non-conformity of the Products to the Contract, damage, hidden deficiencies or non-compliance with the quality, the Purchaser shall draw up a request for the rectification of deficiencies within 5 (five) days.

7.3. The Supplier shall fulfil the obligations of the Validity Term not later than within 10 (ten) days from the date of receipt of the Purchaser's request.

7.4. On the basis of the Purchaser's request, the Supplier shall replace the Products for equivalent ones at its own expense and using its own labour force.
7.5. In case the Supplier delays the fulfilment of the Validity Term obligations or the Delivery term referred to in Clause 3.2 of the Contract, it shall pay to the Purchaser a contractual penalty in the amount of 0.1% (one tenth of a per cent) of the Purchase Price of the respective Order for each day of delay, but not more than 10% (ten per cent) of the said Purchase Price. The Purchaser is entitled to withhold said contractual penalty from the amounts that are due to the Supplier pursuant to the Contract.
7.6. Payment of the contractual penalty shall not release the Supplier from fulfilment of the obligations.
7.7. The Supplier shall cover all direct losses that, upon carrying out the Supply, the Purchaser or third persons have incurred due to the fault or negligence of the Supplier. The Supplier must reimburse losses to the Purchaser within 1 (one) month from the day of receipt of the respective request by the Purchaser. The amounts of the losses must be certified with respective documents.
7.8. All risks applicable to the Product shall transfer to the Purchaser after signing of the Supporting Document.

8. Validity Term of the Contract

8.1. The Contract shall enter into force on the day when the Purchaser is issued a statement for the dual use of mineral oils or for the use for other purposes by the State Revenue Service, and is valid until complete fulfilment of the obligations of the Parties stipulated therein.
8.2. The Purchaser shall place Orders under the Contract, and the Supplier shall deliver the Products **until the total volume of Order of the Products set out in Clause 5.4 of the Contract has been reached or 7 (seven) months from the date of entry of the Contract into effect (whichever is earlier).**
8.3. The Parties shall agree that the Purchaser has the rights to establish that the Supplier has unilaterally departed from the Contract, if:
  8.3.1. the Supplier delays term of the Supply by more than 3 (three) days;
  8.3.2. an application has been submitted to the court regarding declaration of the Supplier as insolvent;
  8.3.3. the Supplier has supplied Products that are non-compliant with the Contract, has not eliminated the deficiencies after the Purchaser's request.
8.4. The Parties shall be entitled to terminate the Contract unilaterally in cases, if:
  8.4.1. an application has been submitted to the court regarding declaration of the other Party as insolvent;
  8.4.2. any notification, certification or guarantee of the other Party mentioned in the Contract proved to be false, incorrect or misleading in any aspect;
  8.4.3. the other Party sells or otherwise disposes of its assets or property which is crucial for performing its economic activity;
  8.4.4. any state or other licence, permit, registration certificate, consent or power of attorney necessary for the Party for performance of obligations mentioned herein or in other contracts in relation to this Contract has been revoked or is not maintained in valid status;
8.5. The Purchaser shall be entitled to unilaterally withdraw from the Contract, if fulfilment of the Contract is impossible because the Supplier is subject to international or national sanctions or sanctions of a Member State of the European Union or North Atlantic Treaty Organisation that affect significant financial and capital market interests according to the Law on International Sanctions and National Sanctions of the Republic of Latvia.

9. Force Majeure

9.1. The Parties shall be released from liability for breach of the Contract, if fulfilment of the Contract has been delayed or other stipulated obligations have not been fulfilled due to force majeure. In the meaning of this Contract, force majeure includes events that the Parties cannot reasonably control, i.e. wars, revolutions, fires, flood, quarantine restrictions, limitations imposed by state authorities. Force majeure does not include activities taken by the Product manufacture or transporters.

9.2. If a situation of force majeure occurs, a Party immediately, but no later than within 10 (ten) days, shall notify the other Party of such circumstances and their causes.

10. Other Provisions

10.1. The Parties shall undertake to warn each other about changes to their requisite details, mail or registered addresses, at least 15 (fifteen) days in advance.

10.2. The Parties agree that they shall not be entitled to assign or otherwise transfer any rights or obligations specified in this Contract to third parties without the other Party's prior written consent.

10.3. Expiry of the Contract on any grounds shall not release the Parties from performance of the undertaken obligations. The Contract shall be binding on the Parties legal successors.

10.4. Information contained in this Contract or obtained by the Parties in relation to this Contract (regarding prices and such), is to be considered as business secret, and it may be disclosed to other person solely with a written consent of the other Party. The aforesaid shall not apply to the case, when disclosure of information is required by the applicable laws of the Republic of Latvia. If any of the Parties has unlawfully disclosed the information, which is to be considered as business secret in accordance with this Contract, thus causing losses to the other Party, the latter shall be entitled to claim for compensation for the direct losses caused by such an unlawful disclosure of the information.

10.5. The Purchaser's contact persons in the execution of the Contract:

10.5.1. [..].

10.5.2. [..].

10.6. The Supplier's contact person in the execution of the Contract shall be [..].

10.7. The Contractor undertakes to comply with the specified requirements of "Rīgas ūdens" LLC (SIA) suppliers` code of conduct (hereinafter the Code), which is available on customer`s website https://www.rigasudens.lv/sites/default/files/Rigas%20udens_Piegadataju%20ricibas%20kodekss.pdf. The Contractor ensures that the employees and subcontractors involved in the execution of the Customer`s Contract, as well as the subcontractors of the subcontractors, familiarize themselves with the Code and comply with its requirements. The Code is an integral part of the Contract.

10.8. The Parties agree that the personal data provided by the other Party necessary for the performance of the Contract will be processed only for the purpose of fulfilling the obligations under the Contract and in accordance with the requirements of applicable laws and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation).

10.9. The Contract has been prepared in English, signed electronically on 5 pages with Annex No. 1 on 3 pages.

11. Details of the Parties

Purchaser:	**Supplier:**

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Normunds Zvaunis, Member of the Board	Andres Reinaru, Member of the Board