

# “General Terms and Conditions of Sale and Purchase of Electricity Agreement”

Valid from 01/06/2020

## 1. DEFINITIONS

- 1.1. **Seller** – Enefit UAB
- 1.2. **Buyer** – a business customer specified in the Individual Terms.
- 1.3. **Party/Parties** – Seller and Buyer separately/Seller and Buyer jointly.
- 1.4. **Agreement** – an Electricity Purchase and Sale Agreement concluded by the Parties, which consists of the Individual Terms of the Agreement and the documents referred to in the Individual Terms (including the General Terms and Conditions).
- 1.5. **Individual Terms** – an integral part of the Agreement, which contains the main terms and conditions agreed upon separately by the Parties, including the names and addresses of the Parties, the Sales Period, the price and quantity of electricity. If the Buyer is provided with the Seller's offer for the supply of electricity in a form that can be reproduced in writing (including, without limitation, by e-mail) and the Buyer accepts (admits) such offer in a form that can be reproduced in writing (including, without limitation, by e-mail), the accepted (admitted) offer becomes the Individual Terms and, accordingly, part of the Agreement.
- 1.6. **Metering point** – the point (s) specified in the Agreement where the amount of electricity consumed (and supplied to the network) by the Buyer is accounted for.
- 1.7. **Place of consumption** – the place (s) specified in the Agreement where the Buyer consumes the purchased electricity.
- 1.8. **Sales Period** – the period specified in the Agreement during which the Seller sells electricity to the Buyer in accordance with the agreed electricity purchase decision (pricing). During the term of the Agreement, different Sales Periods may be applied to different electricity purchase decisions (pricing).
- 1.9. **Network Operator** – Network Operator to whose network the Buyer's electrical equipment is connected and which provides the Buyer with electricity network services.
- 1.10. **Representative** – a person representing a Party who:
  - 1.10.1. is an employee of the Party, a member of the governing body or a subcontractor;
  - 1.10.2. is any other natural or legal person acting on the instructions of the Party.
- 1.11. **Transmission system operator** – electricity transmission system operator Litgrid AB.
- 1.12. **Trading period** – 1 (one) full hour; the first daily trading period lasts from 00:00 to 13:00 and the last from 23:00 until 00:00.
- 1.13. **General Terms and Conditions** – the general terms and conditions of this Electricity Purchase and Sale Agreement.

## 2. GENERAL TERMS AND CONDITIONS

- 2.1. The General Terms and Conditions establish the rules for the Purchase and Sale of Electricity to the Buyer and are considered an integral part of the Agreement.
- 2.2. In the event of a discrepancy between the Individual Terms and the Annexes to the Agreement, the Individual Terms shall prevail first and only then the Annexes to the Agreement in accordance with the serial number of the Annex to the Agreement. The Annex to the Agreement with a lower serial number shall have a priority over the Annex to the Agreement with a higher serial number.
- 2.3. Pursuant to the Terms and Conditions of the Agreement, the Seller undertakes to sell and the Buyer undertakes to purchase electricity.
- 2.4. If the object of the Agreement is the purchase and sale of Green Electricity, then Annex 3 to the Agreement (General Terms and Conditions for the Purchase and Sale of Green Electricity and the Use of the Green Electricity Trademark) is additionally applicable to the purchase and sale of electricity and the use of the green electricity trademark.
- 2.5. By concluding the Agreement, the Buyer confirms that he is aware that the performance of the Agreement on the part of the Seller requires a concluded and valid Network Agreement with the Network Operator regarding at least one Metering Point of the Buyer. Upon termination of the Network Agreement regarding the entire Buyer's

Metering Points, during the Sales Period this Agreement shall automatically terminate, unless otherwise provided in the Agreement. The terms and conditions of the Agreement governing the settlement of the quantities of electricity not purchased shall not expire until the full fulfilment of the Buyer's obligations.

- 2.6. By concluding the Agreement, the Buyer confirms that he has read the Agreement and understands its terms and conditions.
- 2.7. The Buyer must immediately inform the Seller about the termination of the Network Agreement regarding any of the Buyer's Metering Points.
- 2.8. By concluding the Agreement, the Buyer consents to the Seller recording the Buyer's calls to the Seller (including, without limitation, declaring readings, concluding and / or amending agreements, informing the Buyer about the performance of the Agreement and other purposes), as well as the Seller's calls to the Buyer.
- 2.9. Notifications, consents and other information of the Parties under the Agreement shall be provided in Lithuanian in writing or in a form that may be reproduced in writing, unless the Parties agree otherwise. Such notifications, consents and other information shall be deemed received by the Party if:
  - 2.9.1. they are sent by e-mail – the other Party shall be deemed to have received such notification, consent and / or other information on the same business day if such notification, consent and / or other information was sent on that business day from 8am until 4:30pm, provided that no notification of the failure of the delivery of the e-mail was received from the server and the said notification, consent and / or other information was sent to the e-mail address of the other Party specified in the Agreement. If the notification, consent and / or other information is sent to the other Party at a time other than that specified in this paragraph above, the other Party shall be deemed to have received such notification, consent and / or other information by 8 am on the next business day, provided that no notification of the failure of the delivery of the e-mail was received from the server and the said notification, consent and / or other information was sent to the e-mail address of the other Party specified in the Agreement.

- 2.9.2. they are sent by registered mail – the other Party shall be deemed to have received such notification, consent and / or other information 5 (five) working days from the date of dispatch, provided that such notification, consent and / or other information has been sent to the other Party's address, specified in the Agreement.

- 2.9.3. they are delivered to the Party under the signature.

- 2.10. A Party has the right to unilaterally change its contact details / company details specified in the Agreement. In the event of a change in the contact details / company details of the Party, the Contracting Party must notify the other Contracting Party of the intended changes at least 5 (five) business days prior to the date of the change in a form that can be reproduced in writing. A separate amendment to the Agreement due to a change in the contact details / company details of the Parties shall not be concluded. Notification of a change in contact details / company details shall be deemed a corresponding change in the contact details / company details of the Parties specified in the Agreement.

- 1.1. The Buyer may obtain information on all prices, tariffs and taxes applied by the Seller by contacting the Seller with the contact details of the Seller specified in the Agreement. At the time of concluding the Agreement, the Seller's website is available at <https://www.enefit.lt>. The Seller has the right to change the location of the contractual documents (including the General Terms and Conditions) on its website at any time and with prior notice to the Buyer.

- 1.2. In the case of matters not covered by the Agreement, the Parties shall follow the applicable law and good practice.

### **3. SETTLEMENT OF ELECTRICAL QUANTITIES**

- 3.1. Unless otherwise provided in the Agreement, the period of calculation and settlement of electrical quantities shall be one calendar month.

- 3.2. The Seller issues invoices every month, during the first 12 (twelve) days of the calendar month after the end of the reporting period.

- 3.3. Invoices for consumed electricity shall be submitted to the Buyer's e-mail address, unless otherwise agreed. Invoices will not be sent to the Buyer's e-mail address if the Seller is

provided with the necessary details for submitting invoices in another way, including cases when the Buyer asks the Seller to forward electronic invoices to a bank or electronic invoicing service provider.

- 3.4. For the avoidance of doubt, it is agreed that clause 3.2 is of an informative nature and does not deprive the Seller's right to issue an invoice at a later date or to reissue it for the late payments.
- 3.5. In addition to the price paid under the Agreement for the supplied electricity, the Buyer shall also be subject to the fees and charges provided for by the legal acts of the Republic of Lithuania (including the fee applied by the Distribution Network Operator and / or the Transmission System Operator).
- 3.6. Unless otherwise agreed by the Parties, the Buyer shall pay the amounts indicated in the issued invoice (together with fees and taxes) to the Seller's bank account within 14 (fourteen) calendar days from the date of issuing the invoice. When paying the invoice, the Buyer undertakes to indicate the customer identification code indicated in the invoice in the payment order. The Seller's bank account for payment will be indicated on the issued invoice.
- 3.7. The invoice shall be deemed paid on the day on which the payment amount is credited to the Seller's bank account.
- 3.8. The Seller has the right to submit adjusted invoices during the term of the Agreement and up to 12 (twelve) months after the termination of the Agreement in accordance with the applicable network rules.
- 3.9. Once the Buyer has made a prepayment, the amount of the prepayment will be used to cover future liabilities. The Buyer has the right to demand a refund of the prepayment. In this case, the Seller shall refund the prepayment to the Buyer within 5 (five) working days from the date of receipt of the relevant demand. No interest is charged on prepayments and they are not paid for.
- 3.10. If the Buyer does not agree with the invoice issued by the Seller for the supplied electricity, the Buyer shall inform the Seller thereof in writing or in another form that can be reproduced in writing immediately after receipt of the invoice and indicate the reasons for the disagreement. The Seller shall, within 10 (ten) calendar days from the receipt of the Buyer's

notification, examine it and respond to it.

- 3.11. If the Buyer is obliged to pay default interest, interest and / or early termination fee and / or other payments together with the principal financial liability, then default interest, interest and / or early termination fee and / or other payments shall be separated from the principal amount payable for the electricity supplied. The price of electricity supplied calculated for previous periods will be indicated separately from the price of electricity calculated for subsequent periods.

#### **4. LIABILITY FOR BREACH OF OBLIGATIONS**

- 4.1. The Parties shall be liable for improper performance or non-performance (breach) of the obligations established in the Agreement or applicable legislation. A Party shall have the right, individually or simultaneously, to exercise all of its remedies for breach of Agreement under the law or the Agreement, except those that would be contrary to the law or to a specific provision of the Agreement. Recourse to its legal remedies shall not preclude the aggrieved Party from demanding the performance of the relevant obligation and damage compensation, unless this would be contrary to the applicable law.
- 4.2. The Parties are liable for the acts and omissions of their Representatives as for their own.
- 4.3. A Party shall not be liable for a breach of an obligation under the Agreement if such breach was due to force majeure circumstances. Force majeure circumstance shall mean a circumstance which could not have been influenced by the actions of the Party and the consequences of which could not be objectively foreseen or avoided at the time of concluding the Agreement.
- 4.4. A Party shall indemnify the other Party for direct losses caused by a breach of the Party's obligations under the Agreement. In no case shall the income not received by the Party be reimbursed.
- 4.5. In no event shall the Seller be liable for the quality of the electricity supplied or the quality or failures of the Buyer's electrical equipment, as well as for any power supply disruptions and interruptions. Electricity quality and electricity supply disruptions are not the objects and / or subject of the Agreement.
- 4.6. If the Buyer does not pay the issued invoice on

time, the Seller has the right to demand from the Buyer for each calendar day of delay the default interest at the rate of 0.2% (two tenths of a percent), calculated from the amount not paid on time until the moment of full payment. The default interest on delayed payments shall begin to accrue on the day following the due date for payment of the amount specified in the invoice and shall end on the day on which the Buyer settles in full (inclusive).

- 4.7. The Seller has the right to demand the Buyer to make a prepayment or change the terms of payment if:
- 4.7.1. The Buyer is late in paying the invoice issued or repeatedly late in paying the invoices issued;
  - 4.7.2. A statement on the initiation of bankruptcy proceedings against the Buyer was accepted in court;
  - 4.7.3. Bankruptcy proceedings have been initiated against the Buyer or the Buyer is being liquidated;
  - 4.7.4. It is obvious that in the near future the Buyer may become unable to fulfil its obligations under the Agreement.

The amount of the prepayment may not exceed the amount calculated by the Seller taking into account the Estimated Consumption of electricity in the next 2 (two) months and / or the Purchase Amount specified in the Agreement for the next 2 (two) months. If none of these amounts is specified in the Agreement, the amount of the prepayment shall be determined on the basis of the amount of electricity actually consumed by the Buyer during the previous 12 (twelve) calendar months. If the Agreement does not specify the Estimated Consumption or Purchase Amount of electricity and the Buyer consumes electricity for less than 12 (twelve) months, The Seller shall calculate the estimated amount of electricity consumption according to the ratio of the amount of electricity consumed by the Buyer and the period of consumption of this amount of electricity. The price of electricity sold specified in the Agreement shall be used to calculate the amount of the prepayment. If this price includes a part of the Spot price, the Seller uses its own estimated Spot price for the calculation.

## 5. CONFIDENTIALITY

5.1. For the purposes of this Agreement,

Confidential Information shall be any information relating to the Agreement obtained from the other Party or its Representative during the negotiation of contractual provisions and performance of the Agreement, regardless of the form or circumstances in which such information was obtained, the context or the means by which such information was submitted.

- 5.2. Confidential information does not include information that (a) is or becomes known to the public, except for information disclosed by a Party in direct breach of this obligation of confidentiality; (b) was known to a Party prior to its disclosure to the other Party and was not obtained in breach of, or otherwise in breach of, confidentiality obligations; (c) becomes known to the other Party or its Representatives as non-confidential information from sources other than the other Party or its Representatives, provided that such sources shall not be subject to any confidentiality agreement or obligation with respect to such information by the other Party or its Representatives; or d) independently generated by the Party or its Representatives (without indicating that such information is confidential).
- 5.3. The Parties:
- 5.3.1. Undertake to keep confidential the information both during the term of the Agreement and for an indefinite period of time;
  - 5.3.2. Undertake to use confidential information only for the purposes of performance of the Agreement;
  - 5.3.3. Shall have the right to disclose confidential information to their Representatives for the purposes of performance of the Agreement only if (a) confidential information is disclosed to such Representative only to the extent necessary to perform the Agreement, (b) the Representative is informed that the information is confidential.
- 5.4. Both Parties shall ensure that their Representatives comply with the obligation of confidentiality set out in this Clause 5.
- 5.5. In addition to the provisions of Paragraph 5.3.3, a Party shall have the right to disclose confidential information in the following circumstances:

- 5.5.1. If the disclosure of confidential information is required by any competent court, public authority or supervisory body whose instructions are binding on a Party;
- 5.5.2. If the disclosure of confidential information is obligatory for that Party in accordance with the legislation applicable to the activities of the Party.

## 6. ENTRY INTO FORCE, AMENDMENT AND TERMINATION OF THE AGREEMENT

- 6.1. The Agreement shall be deemed concluded and shall enter into force from the moment when the Buyer accepts (admits) the Seller's offer for electricity supply, unless otherwise provided in the Seller's offer to conclude the Electricity Supply Agreement or the Individual Terms. The respective will of the Parties (Seller's offer to conclude an Agreement for the supply of electricity and the Buyer's consent to the Seller's offer (acceptance (admittance) of the offer)) must be expressed in a form that can be reproduced in writing (including, without limitation, by e-mail). Documents signed by the Parties (including, without limitation, the Individual Terms and / or other documents concluding the Agreement) transmitted by telecommunications terminals (including, without limitation, a scanned copy of the document with the signature (s) of the Party (ies)) shall be equated to a written document. The Agreement is valid until the end of the Sales Period, unless otherwise provided in the Individual Terms.
- 6.2. The Seller shall start supplying electricity on the first day of the Sales Period, at 0:00 am, and interrupts the electricity supply on the last day of the Agreement, 12:00 pm.
- 6.3. The Agreement may be amended by written agreement of the Parties or on other basis provided for in the Agreement.
- 6.4. The Seller has the right to unilaterally change the terms of the Agreement or establish new ones if necessary due to changes in legislation or practice of law, substantial changes in a particular field or changes in specific goods, additional or better access to goods or services for electricity consumers or the need to clarify circumstances or business risks associated with the sale of goods or the provision or use of services.
- 6.5. At least 30 (thirty) calendar days before the end of the Sales Period, the Seller has the right (but not the obligation) to submit to the Buyer a new offer to extend the Agreement for another sales period under the Terms and Conditions of Electricity Sale and Purchase specified in the new offer. The Parties agree that in the event that the Buyer 21 (twenty-one) calendar days before the end of the Sales Period does not express, in writing or in a form that can be reproduced, the will not to extend the Agreement with the new terms and conditions of electricity sale and purchase offered by the Seller, the Agreement is considered extended by the new terms and conditions of electricity sale and purchase proposed by the Seller for the next service period (specified in the Seller's new offer). The number of Agreement extensions is not limited.
- 6.6. In order to ensure uninterrupted supply of electricity to the Buyer, if the Buyer does not enter into a new electricity purchase and sale agreement with the Seller or another electricity supplier by the end of the Sales Period, or if this Agreement is not extended, The Sales Period automatically extends to 12 (twelve) calendar months with the following additional conditions:
- 6.6.1. The price at which the Seller supplies and the Buyer purchases electricity at the end of the Sales Period provided for in the Agreement is calculated according to the following formula: The Nord Pool spot next day hour price (LT Elspot day-ahead) + 5.00 EUR / MWh applies to the Lithuanian (LT) region. Information on these prices is available on the Nord Pool website;
- 6.6.2. Contractual liability for early termination of the Agreement or excess electricity consumption does not apply;
- 6.6.3. Each Party has the right to unilaterally terminate the Agreement by notifying the other Party in writing 21 (twenty-one) calendar days in advance;
- 6.6.4. The other terms and conditions of the Agreement remain unchanged.
- 6.7. The Agreement expires:
- 6.7.1. By written agreement of the Parties;
- 6.7.2. In the cases provided for in the Agreement and / or applicable legal acts upon termination of the Agreement by a statement of one of the Parties;
- 6.7.3. In accordance with the procedure set forth in Clause 2.5 of the General Terms and

Conditions.

- 6.8. Termination of the Agreement on any basis shall not affect the validity of the terms of the Agreement which, by their nature, establish rights and obligations on the Parties (including any terms related to confidentiality) applicable to the Parties and after termination.
- 6.9. The Buyer has the right to terminate the Agreement at any time by notifying the Seller in writing 30 (thirty) calendar days in advance or in a form that can be reproduced in writing, and by paying the termination fee. For the avoidance of doubt, the Parties note that the termination fee must be paid by the Buyer to the Seller prior to termination, otherwise the Agreement shall continue until the termination fee is paid (in all cases with due regard to 30 (thirty) calendar days notice).
- 6.10. The Party has the right to unilaterally terminate the Agreement due to a material breach of the Agreement by the other Party in writing or in a form that can be reproduced in writing by notifying the other Party at least 30 (thirty) calendar days in advance. A material breach of the Agreement, including, but not limited, shall be considered as the following:
  - 6.10.1. Cases when the Buyer has delayed any payment under the Agreement for more than 30 (thirty) calendar days;
  - 6.10.2. Cases when the Buyer has overdue debts to the Seller. The Parties agree that the Seller has the right to unilaterally terminate the Agreement and due to other debts of the Buyer to the Seller, regardless of whether they are related to the Agreement, or not;
  - 6.10.3. Cases when the Buyer uses electricity illegally;
  - 6.10.4. Cases when the electricity supply was interrupted due to the fault of the Buyer and was not restored for more than 6 (six) months;
  - 6.10.5. Cases when the Seller unreasonably refuses to supply electricity;
  - 6.10.6. Cases when bankruptcy is initiated against the other Party, when other Party is under liquidation, restructuring or becomes insolvent.
- 6.11. If the owner or manager of the facility containing the Place of Consumption changes during the term of the Agreement, the Parties will negotiate the transfer of the Buyer's rights and obligations arising from the Agreement to the new owner or manager of the facility containing the Place of Consumption. Failing to

agree on the transfer of the Buyer's rights and obligations arising from the Agreement to the new owner or manager of the facility containing the Place of Consumption, the Buyer must continue to perform the Agreement or the Buyer has the right to terminate the Agreement in accordance with the terms and conditions and procedure set forth in Clause 6.9 of the General Terms and Conditions.

- 6.12. Upon termination of the Agreement on the basis set forth in Clause 2.5 or Clause 6.9 of the Agreement, or if the Seller terminates the Agreement due to a material breach of the Agreement by the Buyer, the Seller has the right to demand a termination fee from the Buyer.
- 6.13. At the end of the Agreement (regardless of the reason for termination), the Seller ceases to supply electricity to the Buyer. If the Buyer's network connection remains uninterrupted after the termination of the Agreement and the consumption continues, the Parties agree that the Buyer will no longer use the electricity supplied under this Agreement.

## **7. APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- 7.1. The law of the Republic of Lithuania shall apply to the performance and interpretation of the Agreement.
- 7.2. Disagreements and disputes arising out of or in connection with the performance of the Agreement, its amendment or termination shall be settled by negotiations between the Parties. If the Parties fail to resolve the dispute arising from the Agreement through negotiations, the relevant dispute shall be resolved in the competent court of the Republic of Lithuania in accordance with the procedure provided for by the legal acts of the Republic of Lithuania.