

SALE AND PURCHASE CONTRACT

_____ 2022 No _____

_____ (hereinafter referred to as the “Purchaser”), represented by _____, acting in accordance with _____, on the one hand, and **Amber Grid AB** (hereinafter referred to as the “Seller”), represented by _____, acting in accordance with _____, on the other hand (hereinafter collectively referred to as the “Parties” and individually as a “Party”) have agreed and concluded the following Purchase and Sale Contract (hereinafter referred to as the “Contract”):

1. SUBJECT OF THE CONTRACT

1.1. The Seller shall undertake to sell to the Purchaser the following insulated steel pipes (hereinafter referred to as the “Goods”) on the terms and conditions set out herein:

- 1.1.1. Insulated steel pipe D711x8.0 mm L415 ME, quantity 121.83 m;
- 1.1.2. Insulated steel pipe D711x8.8 mm L415 ME, quantity 8.27 m;
- 1.1.3. Insulated steel pipe D711x11.0 mm L415 ME, quantity 32.1 m;
- 1.1.4. Insulated steel pipe D711x12.5 mm L415 ME, quantity 458.45 m;
- 1.1.5. Insulated steel pipe D711x17.5 mm L415 ME, quantity 1 m.

2. PRICE OF THE GOODS AND PAYMENT

2.1. The price of the goods referred to in paragraph 1.1 shall amount to EUR _____ (_____) and 21% VAT in the amount to EUR _____ (_____). Total:

Price of the Goods including VAT EUR _____ (_____ euros, _____ ct.)

2.2. The price of the Goods shall not be subject to changes.

2.3. All payments under the Contract shall be made in Euro.

2.4. The funds payable hereunder shall be transferred to current account No LT71 7044 0600 0790 5969 opened at SEB bankas AB in the name of Amber Grid AB.

2.5. The payment documents (for bank payments) must specify: “For insulated steel pipes under Contract No _____”.

2.6. In the event of a change in the VAT rate provided for in the applicable legislation of the Republic of Lithuania, the VAT shall be recalculated in accordance with the procedure laid down by the applicable legislation without separate agreement between the Parties at the VAT rate applicable at the moment of arising of the obligation to calculate the VAT. The risk of change in the VAT shall be borne by the Purchaser.

2.7. The Purchaser shall pay for the Goods within 3 (three) working days from the date of the advance invoice for all Goods.

3. QUALITY OF THE GOODS AND WARRANTIES

3.1. The Seller shall warrant that the Goods are non-radioactive and non-explosive and are the property of the Seller.

3.2. The Seller shall warrant that the Goods to be sold shall not include any scrap or waste metal the purchase of which is prohibited.

3.3. The Seller shall declare and confirm that the Goods sold to the Purchaser have not been sold, gifted, pledged or otherwise transferred to anyone, that third parties have no rights or claims to them, that they are not under seizure, that they are not the subject of any litigation, arbitration or dispute before any other authority, that the Seller is the lawful owner of the Goods and has a valid right of ownership to the Goods and that its rights to dispose of the Goods have not been withdrawn or restricted.

4. TRANSFER OF THE RIGHT OF OWNERSHIP

4.1. The right of ownership to the Goods, liability in connection with the use of the Goods as well as the risk of accidental parish of the Goods shall pass to the Purchaser upon the signing of the certificate of transfer and acceptance of the Goods between the Parties and the transfer and acceptance certificate signed by the Purchaser and the Seller or their duly authorised representatives shall become an integral part of the Contract. The Purchaser and the Seller shall sign the certificate of Transfer and Acceptance of the Goods on the date of collection of the Goods.

4.2. The Purchaser shall collect the Goods no later than 30 (thirty) calendar days from the date of conclusion of the Contract.

5. FORCE MAJEURE

5.1. A Party shall not be held liable for any failure or partial failure to perform any of its obligations assumed hereunder if the Party proves that such failure or partial failure is due to unusual circumstances beyond control of the Parties and which could not reasonably have been foreseen, prevented or remedied by any means such as governmental decisions and other acts affecting the operations of the Parties, political disturbances, strikes, declared and undeclared wars, other armed clashes, fires, floods, other natural disasters. In the event of *force majeure*, the Parties shall be guided by the provisions of Article 6.212 of the Civil Code of the Republic of Lithuania and other legal acts. In the event of *force majeure*, the Parties to the Contract shall be immediately notified thereof and only then, in accordance with the procedure laid down in the legislation of the Republic of Lithuania, shall they be released from liability for non-performance, partial non-performance or improper performance of their obligations under the Contract, and the time limit for fulfilment of their obligations shall be prolonged.

6. FINAL PROVISIONS

6.1. This Contract shall come into force upon signature thereof and shall remain in force until full performance of the obligations assumed hereunder.

6.2. All amendments and/or supplements hereto may be made only by written mutual agreement between the Parties.

6.3. The Contract may be terminated in the cases provided for therein, in the cases provided for in the Civil Code of the Republic of Lithuania, and by mutual agreement of the Parties.

6.4. The Seller shall have the right to unilaterally terminate the Contract under out-of-court procedure by giving a 5 (five) calendar days' notice to the Purchaser if:

6.4.1. the Purchaser fails to collect the Goods for more than 30 calendar days.

6.5. In the event of termination of the Contract in accordance with paragraph 6.4 herein above, the Seller shall be entitled to sell the Goods to another purchaser and the Purchaser shall reimburse the Seller for the Seller's reasonable costs incurred as a result of sale of the Goods to another purchaser and the difference in the price if the Goods are sold at a price lower than the price specified herein.

6.6. The period of notice of termination of the Contract shall commence from the date of receipt of the notice.

6.7. All relations between the Parties arising out of this Contract and not covered by the terms and conditions hereof shall be governed by the laws and other legal acts of the Republic of Lithuania.

6.8. All disputes or disagreements arising out of and/or relating to interpretation and performance of this Contract shall be settled by negotiation between the Parties. If the Parties are unable to resolve any disputes or disagreements through negotiation, they shall be settled in accordance with the laws of the Republic of Lithuania before the competent court of the Republic of Lithuania.

6.9. This Contract shall be executed in two counterparts of equal legal force: one counterpart for each Party.

7. DETAILS OF THE PARTIES:

PURCHASER

SELLER

LT-_____, _____
Registration number _____
VAT identification number _____
A/c LT _____

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Amber Grid AB
Laisvės pr. 10
LT-04215 Vilnius
Registration number 303090867
VAT identification number LT100007844014
A/c LT71 7044 0600 0790 5969
SEB BANKAS AB

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