

## GENERAL PART OF THE CONTRACT

### 1. SUBJECT-MATTER OF THE CONTRACT

1.1. Pursuant to the terms and conditions of this Sales Contract (hereinafter, the Contract), the Supplier undertakes to sell active electricity (hereinafter, the electricity) to a Consumer (mentioned in the Special part) for end consumption and provide Consumer with the balancing services (balancing services shall be understood as purchase and sale of the balancing power, which is defined in the legal acts) whereas the Consumer undertakes to purchase electricity and to pay for it according to the price and procedure set out in the Contract.

1.2. The supplier clearly notes that price for electricity balancing services is included in electricity price or margin, indicated in the Special part of this Contract and the Consumer won't need to pay for these services additionally.

1.3. This Contract consists of General part and Special part, which are signed by the Consumer and the Supplier, or also any other written annexes and agreements which include date and number of this contract or has a condition of being integral part of this contract.

### 2. APPLICABLE CONCEPTS

2.1. Concepts used in this Contract shall be understood as they are interpreted in legal acts of the Republic of Lithuania regulating a relevant field and effective on the day the Contract is signed. The Parties shall follow the legal acts of the Republic of Lithuania in relation to issues not regulated by the Contract.

### 3. OBLIGATIONS, REPRESENTATIONS AND WARRANTIES OF THE PARTIES TO THE CONTRACT

3.1. The Consumer undertakes to inform the Supplier in advance about:

- a) planned repairs in Customer's objects intended to be performed by the Consumer or the system operator;
- b) planned acquisition of new objects (if it is planned to supply electricity to them hereunder) or sale or transfer of the existing objects (to which electricity is supplied hereunder);
- c) cases when electricity won't be consumed or consumption will rise/fall significantly compared to usual consumption.

3.2. The supplier commits to strictly follow requirements indicated in the legal acts.

3.3. Parties represent and warrant additionally that they have all the rights to enter into this Contract and that

entry into it is not contrary to provisions of documents regulating activities of the parties and is not in breach of third parties' rights and legal acts.

3.4. Consumer confirms, that he has all necessary approvals from co-owners of the objects (if any), mentioned in Annex 1.

3.5. Consumer has no right sell electricity bought from the Supplier to other parties, unless electricity is sold to end consumers, who are connected to the local grid of Consumer.

### 4. ELECTRICITY PRICE

4.1. If the "Fixed Prices" product is applied, the Supplier shall sell electricity at the prices indicated in the Special part.

4.2. If the "Variable Prices" product is applied, the Supplier shall sell electricity according to the formula  $K = B + P$ , where

K – price,

B – electricity price formed in Nord Pool Spot, AS electricity power exchange at a relevant hour (Lithuanian time) in the Lithuanian price zone,

P – the the size of the fee, set out in the Special part of this Contract (applicable for each hour).

4.3. Electricity price is indicated without any additional taxes, which are applicable by the law. These taxes are included in the invoice separately from the electricity prices. If the State introduces new taxes for electricity, they are included in the invoice according to the law.

4.4. The electricity price shall be indicated in euro (EUR) per megawatt hour (MWh) and consumed electricity volumes shall be indicated in MWh (1 MWh = 1,000 kWh) in the Contract and/or in invoices.

4.5. If it is noted in Special part, that Consumer is buying *Green* electricity, Supplier undertakes to issue certificate confirming that.

### 5. TERMS OF PAYMENT

5.1. A reporting period shall be one calendar month.

5.2. The Supplier shall issue an invoice for the consumed electricity within 10 (ten) days after the end of the reporting period.

5.3. In case of prepayments for electricity, the Supplier shall calculate the first prepayment amount by multiplying consumption of the next month (from Annex 2) and fixed price. If variable price plan is chosen, price is taken as average price of previous month in Nord Pool electricity exchange (Lithuanian price zone). Another prepayment amount shall be calculated referring to the consumption during the past reporting period. If the volume of electricity sold during

a current reporting period is more than the volume of electricity sold during the past reporting period, the Consumer shall pay the Supplier for the extra volume of electricity no later than within 5 (five) days after issue of an additional invoice. If the volume of electricity sold during a current reporting period is less than the volume of electricity sold during the past reporting period, the remaining prepayment amount shall be offset against the prepayment for the next reporting period.

5.4. If the Supplier is late to issue an invoice, the payment term shall be extended for the same number of days that the Supplier is late to issue the invoice. Consumer must inform Supplier within 3 (three) business days, if he hasn't received invoice within term specified in article 5.2.

5.5. The Consumer shall pay in full all invoices under the term specified in the Contract and invoice. In case the Consumer pays for electricity in advance, the next advanced invoice for the next reference period must be paid not later than the 15th day of current month. All payments shall be deemed effected on the date of crediting money to the Supplier's bank account.

5.6. The supplier has a right to settle the outstanding payments in the sequence set in the Civil Code of the Republic of Lithuania: interest rate, debt for electricity supplied during the previous period, current payments for the consumed electricity.

5.7. Offsetting may apply. The parties shall separately agree on application of offsetting. In case of application of offsetting the parties shall sign a debt reconciliation statement by the end of the payment term.

5.8. All the amounts payable hereunder shall be paid in euro (EUR).

5.9. If the Consumer fails to properly effect payments due from it, as indicated in the Contract, the Consumer agrees that the Supplier shall have the right to publicly announce information about the Consumer and its debt, as well as to include such information into registers of person's debts, having informed the Consumer about it in advance in writing.

## 6. LIABILITY OF THE PARTIES OF THE CONTRACT

6.1. The parties to the Contract shall be liable for default on or improper fulfilment of the obligations assumed under the Contract. The parties to the Contract shall be liable only for direct proven damages, which must be covered not later than 30 days after such claim was made.

6.2. A party to the Contract, having failed to pay the other party to the Contract in time, shall pay default interest as pointed in Special part of this Agreement Contracton the overdue amount for each day overdue.

6.3. The Supplier shall not be held liable for late issuance of invoices under this Contract, if the reasons

for this are cases when the system operator is late to present information about electricity consumption by the Consumer.

6.4. If the Consumer terminates the Contract in cases which are not included in the Contract (including cases in which Consumer obliterates all the objects from the Annex 1 of the Contract) or if the Supplier terminates the Contract for the Consumer's fault, the Supplier has the right to require Consumer to pay the fine which is calculated by this formula:

$S_m = V_s * 0,2 * S_k * M_s$ , where

$S_m$  – fee for terminating the Contract;

$V_s$  – planned average consumption of electricity for 1 calendar month, which is calculated by summing consumption of all the remaining months from the Annex 2 and dividing it by the number of remaining months;

$S_k$  – the price of electricity indicated in the Special part of the Contract;

$M_s$  - the number of remaining calendar months (in which electricity had to be supplied) is calculated from the day the Contract was terminated till the day Contract had to end. In this case Consumer is presented with the invoice which must be covered not later than 10 (ten) calendar days.

6.5. If the Supplier terminates the Contract unilaterally, the Consumer has the right to require for the Supplier to pay the fine which is calculated by the same method as set out in paragraph 6.4 of this Contract.

6.6. If Consumer delivers to the Supplier signed General and Special parts and all annexes except for Annex 2, it shall mean that the consumption in every upcoming month will be the same as during the same month last year. In such case Consumer delegates Supplier to fill in and sign Annex 2 unilaterally.

6.7. The Supplier shall not be responsible for correctness and accessibility of the announced information if the client finds/looks for such information by using links given on the Supplier's website to other sources of information.

## 7. EFFECTIVE TERM

7.1. The Contract is valid since the day of signing and ends on the day mentioned in Special part, but not earlier then all obligations under this Contract are fulfilled.

7.2. The Contract or any provision of the Contract can be amended only by a mutual written agreement of the parties. Such an agreement, signed by duly authorised representatives of the parties to the Contract, shall become an integral part of the Contract from the date of its conclusion.

7.3. The Contract can be terminated before termination date in the following cases:

- a) Under written mutual agreement prior to the end of the established term, following such terms and conditions on which the parties to the Agreement agree;
  - b) Unilaterally, if the Contract is open-ended by notifying other party of the Contract not later than 1 (one) calendar month prior termination. If this period ends not at the last day of the calendar month, the contract will be terminated at the last day of the calendar month at the 24:00 hour;
  - c) The supplier has the right to unilaterally terminate the contract without appealing to court if the consumer violates the contract in essence. In this case the supplier must inform the consumer not later then 10 (ten) calendar days in advance. The violation of the contract in essence is considered but not limited to in cases when the Consumer:
    - 7.3.3.1. is late to cover the invoice for supplied electricity more than 30 (thirty) days;
    - 7.3.3.2. is late to cover prepayment invoice;
    - 7.3.3.3. does not exercise it's obligations referred in the 3.1 paragraph of the Contract.
- 7.4. Termination of the Contract does not exempt any party from fulfilling financial obligations or/and cover direct reasonable damages.

## 8. MISCELLANEOUS

- 8.1. Any dispute, controversy or claim, arising out of or otherwise related to the Contract, its performance or breach, between the Supplier and the Consumer, which cannot be solved by mutual negotiations between the parties hereto, shall be settled in a competent court of the Republic of Lithuania located in Kaunas under Lithuanian law.
- 8.2. The Consumer agrees that the Supplier has the right to unilaterally assign all its rights and obligations hereunder or a relevant portion thereof to a third party chosen by the Supplier provided that the assignee of the Supplier's rights and obligations fully assumes obligations to the Consumer in the scope set out herein and such assignment is not contrary to legal acts of the Republic of Lithuania.
- 8.3. The parties to the Contract undertake to exchange all the information at their disposal, which is necessary for proper fulfilment of mutual obligations of the parties to the Contract hereunder.
- 8.4. Terms of the General part of the Contract can be changed unilaterally by the Supplier. The changed terms of the general part of the contract comes into force in this order:
  - a) In respect of present consumers with terminated contracts – from the day when both parties sign new Special part;
  - b) In respect of present consumers with open-ended contracts – not earlier then 2 (two) calendar months after written notification of such changes.

8.5. Any notification, request, demand, report, invoice or other information to be presented under this Contract shall be in writing and shall be deemed duly presented if sent using the contact information given in the Contract: e-mail addresses, fax number or postal addresses of a relevant party to the Contract. The Consumer hereby declares that it agrees to be sent invoices, notifications about debts for Electricity, amounts overpaid for electricity, warnings about termination/restriction of electricity supply and other notifications related to payments by e-mails indicated in the Contract.

8.6. Any dispatched information shall be deemed received:

- a) when sending by e-mail or fax – on the next business day;
- b) when sending by registered mail or by courier – in 5 (five) business days after the dispatch.

8.7. A party to the Contract shall inform the other party to the Contract about the change of its particulars in writing immediately. In the absence of such a written notification by a party to the Contract, all requests, demands, notifications, invoices or other information shall be deemed properly presented, all payments hereunder shall be deemed properly effected if presented and effected using the particulars indicated in the Contract.

8.8. All information, which is not announced publicly and which is related to this Contract, fulfilment of obligations assumed hereunder, parties to the Contract, their activities, as well as any other information in connection with mutual relationship of the parties to the Contract, shall be confidential and cannot be disclosed or revealed to third parties to any extent, except for cases set by legal regulations or upon receipt of a prior written consent of the other party to the Contract. A party to the Contract, having received consent of the other party to the Contract to reveal confidential information to third parties, must ensure that such persons assume confidentiality undertakings equivalent to the undertakings of the parties to the Contract in respect of the information revealed. This confidentiality undertaking shall have unrestricted effect for 2 (two) years after the expiry of the effective term of this Contract or after its termination prior to its expiry.

8.9. Additional information, which is related to supply and consumption of electricity shall be announced on the Supplier's website at [www.ImlitexEnergy.lt](http://www.ImlitexEnergy.lt) or shall be accessible by clicking on links on this website to other sources of information.

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