

**SALE AND PURCHASE CONTRACT FOR THE SERVICE OF REPORT PREPARATION OF THE YEAR 2018 FOR
NORTH AND BALTIC COUNTRIES HIGH VOLTAGE ALTERNATING CURRENT FAULT STATISTICS**

Vilnius, // of December, 2019, No. 19 SUJ-348

LITGRID AB (hereinafter referred to as the 'Purchaser'), a company organised and operating in accordance with the Lithuanian law, business ID 302564383, registered office address A. Juozapavičiaus g. 13, LT-09311 Vilnius, data on the company being collected and stored in the Register of Legal Entities of the Republic of Lithuania, represented by Director of Power System Operations Department Giedrius Radvila acting under the procuration issued on 19th of February, 2019 and Director of Finance Department Vytautas Tauras acting under the procuration issued on 8th of March, 2019, on the one part, and

Fingrid Oyj (hereinafter referred to as the 'Seller'), a company organised and operating in accordance with the Finnish law, business ID 1072894-3, registered office address Läkkipäntie 21 00620 HELSINKI, data on the company being collected and stored in the Register of Legal Persons of the Republic of Finland, represented by Senior Vice President Reima Päivinen acting under the procuration issued on 18th of November, 2019, on the other part,

Both parties hereinafter collectively referred to as the 'Parties' and each individually as the 'Party',

Whereas the Seller has been declared the Winning Tenderer in the procurement for the service of report preparation of the year 2018 for North and Baltic countries high voltage alternating current fault statistics, unpublished simplified survey method, organised by the Purchaser, the Parties have concluded this sale and purchase contract (hereinafter referred to as the 'Contract') for the following:

1. SUBJECT OF CONTRACT

- 1.1. The Seller shall provide to the Purchaser the services of report preparation of the year 2018 high voltage alternating current network fault statistics work group of North and Baltic countries, meeting the requirements set out in Annex 2 to the Contract (hereinafter referred to as the 'Services').
- 1.2. The Seller shall provide the Services at the locations listed in Annex No 2 to the Agreement.
- 1.3. The Services shall be deemed to have been provided upon signature, by the Parties, a transfer and acceptance certificate for the Services.

2. TIME LIMITS

- 2.1. The Seller shall provide the Services within 10 days from date of signing the Agreement.
- 2.2. Should the Seller fail to provide the Services in due time, the Purchaser shall have the right to claim penalty at the rate of 0.04% of the Contract Price for each delayed day.

3. PRICE AND TERMS OF PAYMENT

- 3.1. Total price of the Contract: **3 250, 00 Eur.**
- 3.2. The Contract Price specified above shall be a fixed amount which shall be paid by the Purchaser to the Seller for all the Services specified in the Contract (hereinafter referred to as the 'Service Price').
- 3.3. The Purchaser shall pay the Service Price within 30 days receipt of a tax invoice. Tax invoices will be sent via e-mail to Purchaser and shall be uploaded by the Purchaser to e-saskaita portal (<https://www.esaskaita.eu/web/esaskaita/>) within two days from receipt.

4. PERSONS RESPONSIBLE

- 4.1. The Parties hereby appoint the following responsible persons for all matters related to the execution of the Contract:

The Purchaser's responsible person:	The Seller's responsible person:
Head of the System control centre Gintautas Monkevičius	Specialist Markku Piironen
Telephone +370 707 02140; +370 612 62716	Telephone + 358 30 395 4172

E-mail Gintautas.Monkevicius@litgrid.eu

E-mail markku.piironen@fingrid.fi

4.2. Person responsible for the publication of the Contract: Procurement manager Sandra Kuzminskaitė or a substitute person.

5. OTHER PROVISIONS

5.1. The Parties shall execute this Contract in accordance with the terms and conditions referred to above and LITGRID AB's General Terms and Conditions of Sale and Purchase Contract PPS:2017 approved by Order of LITGRID AB's Managing Director No IS-140 of 18 October 2017, which shall form an integral part of the Contract. In case of discrepancies or contradictions between these terms and conditions of Contract and the General Terms and Conditions of Sale and Purchase Contract, these terms and conditions of the Contract shall prevail.

5.2. Fulfillment of contractual liabilities is guaranteed by forfeiture, provided in the contract.

6. Annexes to the Contract:

- 1) LITGRID AB's General Terms and Conditions of Sale and Purchase Contract;
- 2) Technical Specification;
- 3) Contract Documents including any clarifications and updates;
- 4) The Seller's Tender.

2. In witness whereof the Parties have executed the Contract in two original copies, a copy for each Party.

Purchaser:
LITGRID AB
Business ID 302564383
A. Juozapavičiaus str. 13, LT-09311 Vilnius
Tel. +370 707 02171;
Fax +370 5 272 3986
Account No LT242150051000021766
OP Corporate Bank plc
office of Lithuania (code 21500)
VAT reg. No LT100005748413

Seller:
Fingrid Oyj
Business ID 1072894-3
Läkkisepäntie 21, FI-00620 Helsinki
Tel. +358 30 395 5000
DANSKE BANK PLC
FI6880001970496437
SWIFT: DABAFIHH
VAT: FI10728943

Director of the Power System Operation
Department Giedrius Radvila

(signature)

Director of Finance Department
Vytautas Tauras

(signature)

Senior Vice President
Reima Päivinen

(signature)

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