

TRADING PLATFORM CODE

SIA “BioEx”

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Operational Terms and Conditions of the Managed Energy Resource Trading Platform

! This translation of the TRADING PLATFORM CODE is for informational purposes only.

Approved: 30.07.2025

Edition: V_10

2025

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(1)Objective and principles of the trading platform

1. Definitions used in the Code

The following terms are used in the Code:

- 1) **Participant** – a person that has concluded the Contract regarding participation in the Energy Resources Trading Platform;
- 2) **Code** – Terms and conditions that are binding on the Participants and govern the operation of the Trading Platform, and are available on the Trading Platform;
- 3) **User** – User of the Trading Platform that has been nominated by the Participant and approved by the Controller that the Controller has granted access details to;
- 4) **Contract** – The Contract regarding Participation on the Trading Platform including annexes, amendments and supplements thereof;
- 5) **Controller** – SIA “BioEx”, registration number: 40203396165, legal address: Langervaldes iela 2, Raubēni, Cenu pag., Jelgavas nov., LV-3002;
- 6) **Products** – Energy resources, products obtained as a result of their processing or use, by-products of these products, related services, as well as certificates of origin for these products and related transactions that are traded on the Trading Platform;
- 7) **Trading Platform** – energy resources trading platform administered by the Controller on the website platform.bioex.lv;
- 8) **Order** - the Participants' expression of will to buy and/or sell Products on the Trading Platform during trading sessions determined by the Controller;
- 9) **Long-term order** - Order to buy and/or sell Products for a period of 3 months to 12 months.

2. Objective of the Trading Platform

The objective of the trading platform is to provide the Participant with an opportunity to conclude legal transactions of sales and purchasing of Products that comply with the principles of fair and just trading transactions.

3. Principles of trading platform operation.

3.1. Justice and equality

The Controller shall ensure that the operations of the Controller and Participants on the Trading Platform comply with the legal norms and regulations that govern the operation of the Trading Platform. The Controller shall prevent unjustified advantages of the Participants.

3.2. Confidentiality

The Controller shall not disclose confidential information regarding Participants that they have come into the possession of, except for in the cases where such disclosure is either mandatory, or required for the proper operation of the Trading Platform.

Terms and conditions of trading platform operation

These terms and conditions determine the procedures for the use of the Trading Platform as well as the rights, duties and responsibilities of the Participants and the Controller, while using the Trading Platform.

1. General Terms and Conditions

1.1. Payment Currency

All payments on the Trading Platform shall be made in *euro* currency. Payments in other currencies shall be converted in accordance with the currency exchange rates applied by the credit institution that services the respective transaction.

1.2. Terms

1.2.1. *Determination of terms*

The Participants shall conduct all operations within the timeframes provided for by this Code. If the timeframe has not been provided for by the Code, it shall be determined by the Controller. All time references refer to the time used in the time zone of Latvia (UTC+2).

1.2.2. *Beginning of the term*

The timeframe, expressed in months, weeks or days shall begin on the day that follows the day or the event that causes the beginning of the timeframe in question. Timeframes that are calculated in hours, shall commence on the hour that follows the event that causes the beginning of the timeframe in question.

1.2.3. *Termination of term*

The last date of the timeframes that are calculated in months shall be the respective date of the last month of the respective timeframe. If the last month of the timeframe does not have the respective date, the last date of the respective month shall be the last date of the timeframe. If the last date of the timeframe falls on Saturday, Sunday or a public holiday established by law, then the last date of the respective timeframe shall be the next business day. The timeframe that has been determined until the particular date shall expire on that date. The operation, the timeframe of which expires, may be performed on the last date of the respective timeframe by the hour that is the last business hour of the Controller.

1.2.4. *Consequences of Delay*

The right to perform operations shall expire, when the timeframe defined by the Code or determined by the Controller expires. The delayed timeframe may be renewed by the Controller at the request of the Participant, if the reason for the delay has been recognised as justified. By renewal of the delayed timeframe, the Controller simultaneously permits performance of the delayed operation.

1.3. Language and Communication

1.3.1. *Language*

All communications and information addressed to the Participant shall be notified over the Trading Platform and/or to the e-mails indicated by the Participants in Latvian. For the convenience of the Participants, communications and information may be notified over the Trading Platform and/or sent to the e-mails indicated by the Participants in other languages as well.

1.3.2. *Communication*

Mutual communication between the Participants and the Controller shall be conducted on the Trading Platform in Latvian. For the convenience of the Participants, the communication may also be conducted in other languages provided that the Controller agrees thereto. **All communication conducted between the Participants and the Controller on the Trading Platform shall be binding and considered to be written documents signed by the Participants and the Controller.** The Controller shall be entitled to

record and store all mutual communication between the Controller and Participants for Trading Platform management and dispute resolution purposes.

The Participant shall provide answers to the Controller as soon as possible, but no later than within the timeframe determined by the Controller, unless the Code provides otherwise. The Controller shall provide answers to the Participant as soon as possible, but no later than within 20 (twenty) business days.

1.3.3. Use and Publication of Information

The Controller shall use the information provided by the Participants for the purposes of Trading Platform management. The Controller may transfer data to public administration institutions at their request. The Controller may publish the information provided by the Participants, as long as such publication of information does not enable direct identification of the Participants.

1.3.4. Personal data Processing

The Controller shall only process the personal data of individuals received from the Participant for the purpose of ensuring the performance of the obligations under the Contract, the Code and regulatory enactments, in accordance with the requirements of the regulatory enactments, including compliance with the requirements of 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).

The Controller shall implement appropriate measures for the protection of personal data, as well as, pursuant to the request of the Participant or the User (data subject), destroy personal data of the respective Participant, if the need to process such data for the performance of the liabilities expires. The Controller can transfer personal data to third parties pursuant to the request of the competent public administration institutions, or for debt collection purposes.

2. Participants

2.1. Right to Become a Participant

Persons that have registered on the Trading Platform in accordance with the procedures provided for by the Code, appropriately signed the Contract, and have been approved by the Controller, may become Participants. When registering on the Trading Platform, the Participant (the representative) shall read the Code and confirm their intention to comply with the Code, as well as confirm the correctness of data provided by the Participants.

2.2. Additional Information

The Controller, prior to the confirmation of the Participant for participation on the Trading Platform, shall be entitled to request the Participant to provide documents that confirm the identity of the Participant, the identity and the right of representation of their representative/representatives, as well as other documents that, in the opinion of the Controller, are required to evaluate whether the participation of the Participant on the Trading Platform is permissible. The Participant also agrees that the Controller may additionally collect and process information about the Participant.

In the event that an association of persons wishes to become a Participant, such an association of persons must submit to the Controller, among other things, a certified copy of a document (for example, protocol, agreement, contract, etc.) signed by the members of the association of persons (presenting the original at the request of the Controller), the content of which should include a condition, that each member of the association of persons individually and all together jointly and severally assumes obligations regarding participation in the Trading Platform and the transactions concluded therein.

In the event that a partnership wishes to become a Participant, such a partnership must submit to the Controller, among other things, a certified copy of the partnership agreement or other document (presenting the original at the request of the Controller), which certifies the competence and division of responsibility of each member of the partnership.

2.3. Updating of Information

The Participant shall have the duty to ensure that information provided by them during the entire validity period of the Contract is correct and up-to-date. The Participants shall have the duty to immediately notify the Controller of changes in the information that the Participant has provided to the Controller.

2.4. Notification of Important Events

The Participant shall have the duty to immediately inform the Controller of all events that have occurred or are likely to occur with high probability, and that affect or may affect the operations of the Participant or third parties on the Trading Platform. Such events, among others, shall include any of the following:

1.1.1. any case of default in the performance of liabilities;

1.1.2. any case of a violation of the Code;

1.1.3. any event that may have essential effect on the economic status of the Participant.

2.5. Right not to Confirm, Exclude Participants, Suspension of Participation

The Controller shall be Entitled not to confirm Participants, to exclude Participants or to suspend the participation of Participants on the Trading Platform in any of the following cases:

2.5.1. The Participant has failed to submit the requested documents to the Controller and/or has provided false information;

2.5.2. The Controller has grounds to consider that the Participant implements actions that could affect the operation of the Trading Platform;

2.5.3. The Controller has reasons to believe that the Participant is insolvent or that their solvency is limited;

2.5.4. The Participant has a history of violating the Code and/or failure to comply with the liabilities they have assumed in relation to their activities on the Trading Platform;

2.5.5. In other cases, where, according to the opinion of the Controller, due to ethical or legal considerations, the participation of the Participant on the Trading Platform is impermissible.

2.6. Principles of Trading Platform Use

The participant shall use the Trading Platform in accordance with the procedures provided for by this Code in accordance with the purposes of the establishment of the Trading Platform, as well as the scope of access rights granted to the Participants. The Participants shall not implement any actions that are directed against the safety, protection and integrity of the Trading Platform and information on the platform.

2.7. Products of the Trading Platform:

2.7.1. Biomass

2.7.2. Thermal Energy

2.7.3. Natural Gas

3. Users

3.1. Granting of User Rights

When making the decision to confirm the participation of a Participant on the Trading Platform, the Controller shall grant respective access details for the Training Platform to the Users indicated by the Participant.

3.2. Liability for the Storage of the Access Details

The Participant shall be liable for the storage and protection of access details to the Trading Platform granted to Participant's User. If the User has lost any of the details for the access to the Trading Platform, the respective Participant shall immediately notify the Controller thereof. The Controller shall have the duty to immediately annul the access details to Trading Platform that have been granted to the User and grant new Trading Platform access details.

3.3. Prohibition to Transfer Access Details

The Participant shall ensure that the Users do not transfer their Trading Platform access details and/or make them available to third parties. Access details shall only be used by the person that the Controller has granted these details to. The Participants shall be liable for all and any losses that could be incurred by the Controller and third parties due to loss of Trading Platform access details or coming of such details into the possession of third parties.

3.4. Liability for the Action of the Users

While using Trading Platform access details, the Users are expressing the will of the Participant. **The Participant recognises all and any action made on the Website by the Users and other persons that use access details granted to the Users as binding on the Participant (including, but not limited to – all orders, transactions).** The Controller shall be entitled to believe that a person that uses the Trading Platform access details granted to the respective User is the respective User; the Controller shall not have the duty to identify the Users otherwise than by means of the Trading Platform access details that they are using.

3.5. Change of User Rights

The Participant is entitled to recall their authorisation to Users, to change the scope of authorisation of the Users, and to add new Users at any time, by giving notice to the Controller. The respective changes shall take effect as of the moment when the Controller has registered the changes on the Trading Platform.

4. Participant classification

4.1. Rating Classes

For risk management purposes, the Controller shall divide the Participants of the Trading Platform into one of three rating classes: (1), (2), (3).

4.1.1. The criteria of compliance with rating classes applicable to Biomass trading are as follows:

For Participants (sellers)	Turnover over the last 3 years, EUR	Amount of equity, EUR	Transportation capacity, tonnes*	Chipping capacity, MWh/month**
Class 1	> 8,000,000	> 500,000	> 168	> 20,000
Class 2	8,000,000 > 2,000,000	500,000 > 0	168 > 42	20,000 > 5,000
Class 3	< 2,000,000	< 0	< 42	< 5,000

* The total tonnage of the specialised road transport (for the transportation of woodchips) in use by the Participant.

** The total capacity of the chipping equipment in use by the Participant – MWh per month

For Participants (buyers)	Turnover over the last 3 years, EUR	Amount of equity, EUR
Class 1	> 8,000,000 or General permit in the energy sector*	> 500,000
Class 2	8,000,000 > 2,000,000	500,000 > 0
Class 3	< 2,000,000	< 0

* According to decision No. 1/3 of the Council of the Public Services Regulatory Commission of March 7, 2019 (Prot. No. 11, Clause 5) "General Permits and Registration Rules in the Energy Sector".

4.1.2. The criteria of compliance with rating classes applicable to Natural Gas trading are as follows:

For Participants (sellers)	Turnover over the last 3 years, EUR	Amount of equity, EUR	Experience, GWh/year*
Class 1	> 8,000,000	> 500,000	> 20
Class 2	8,000,000 > 2,000,000	500,000 > 0	20 > 5
Class 3	< 2,000,000	< 0	< 5

* The Participant's experience during the previous two (2) years in providing services that include the supply of natural gas to at least one customer, in GWh/year.

For Participants (buyers)	Turnover over the last 3 years, EUR	Amount of equity, EUR
Class 1	> 8,000,000 or General permit in the energy sector**	> 500,000
Class 2	8,000,000 > 2,000,000	500,000 > 0
Class 3	< 2,000,000	< 0

** According to decision No. 1/3 of the Council of the Public Services Regulatory Commission of March 7, 2019 (Prot. No. 11, Clause 5) "General Permits and Registration Rules in the Energy Sector".

4.2. Categorisation of Participants into Rating Classes

After the approval of the Participant for participation on the Trading Platform, the Controller shall, at their own discretion, determine the rating class of the respective Participant based on information at the disposal of the Controller. The Controller shall be entitled to change the rating class determined for the Participant at their own discretion.

4.3. Change of Rating Class at the Initiative of the Participant

The Participant shall be entitled to request the Controller to change the rating class determined for the Participant at any time. The Controller shall change the rating class, if they receive the respective proof and recognise that the Participant has met the compliance criteria established for the respective rating class. If, pursuant to such request of the Participant, the Controller admits that the Participant has not met the compliance criteria of the respective rating class, the Controller shall not change the rating class of the respective Participant.

4.4. Change of Rating Class at the Initiative of the Controller

If the Controller has doubts regarding whether the Participant complies with all compliance criteria of the respective rating class, the Controller shall request the Participant to submit evidence that confirms that they have met the compliance criteria determined for the respective rating class. The Controller may suspend the participation of the Participant in the respective rating class until the moment when such evidence is submitted and the Controller admits that the Participant has met the compliance criteria established for the respective rating class.

If the Controller detects that the Participant fails to meet the compliance criteria established for the respective compliance class, or the Participant fails to submit evidence that confirms the compliance with the criteria determined for the respective compliance class, the Controller shall change the compliance class of the Participant to the highest of classes, the compliance criteria of which the respective Participant meets.

5. Operation of the Trading Platform

A. Means of Security for Liabilities

5.1. Means of Security

Before the commencement of trading on the Trading Platform, the Participant shall have the duty to submit any of the means of security indicated in this Code to the Controller (several and/or different means of security may be submitted). The permissible means of security are as follows:

- 5.1.1. First demand bank guarantee
- 5.1.2. Insurance policy
- 5.1.3. Security deposit
- 5.1.4. Other means of security (only by individual approval of the Controller in writing)

5.2. Terms and Conditions of First Demand Bank Guarantee

5.2.1. The Credit institution that has issued the guarantee must be registered in the Republic of Latvia or any member state of the European Union. If, in the opinion of the Controller, the credit institution (bank) is obscure, risky or registered abroad and the status of the bank cannot be sufficiently verified by the Controller, the Controller, at their own discretion, may admit such bank guarantee to be inappropriate for trading on the Trading Platform.

5.2.2. The guarantee must be signed by a secure electronic signature (qualified electronic signature in the meaning of Paragraph 12, Article 3 of Regulation (EU) No. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market and repealing Directive 1999/93/EC), or issued through the SWIFT system and forwarded via the co-operation bank of the Controller, or submitted as an original document in paper document form.

5.2.3. The Controller shall accept a first demand, unconditional bank guarantee that gives the pre-emption right for the execution of liabilities as the means of security. The Participant must approve the form of bank guarantee (if the form differs from the form described in this Code) and receive confirmation of the suitability of the bank guarantee for trading purposes on the Trading Platform issued by the Controller.

5.3. Terms and Conditions of the Insurance Policy

5.3.1. The insurance company or the intermediary that has issued the policy must be registered in the Republic of Latvia or in the register of insurance companies and intermediaries thereof in another European Union member state. If, in the opinion of the Controller, the insurance company is obscure, risky or registered abroad and the status of the company cannot be verified by the Controller, the Controller, at their own discretion, may admit such insurance policy to be inappropriate for trading on the Trading Platform.

5.3.2. The insurance policy must be signed by a safe electronic signature or submitted as an original document in paper document form. The special provisions of the insurance policy must contain a provision that the insurance policy is irrevocable and that the requested insurance coverage amount will be unconditionally paid out at the first request of the Controller, without the demand to substantiate their request. The enclosed insurance terms and conditions may not encumber or amend this approved procedure of insurance indemnity payment in any way.

5.3.3. The Participant must approve the form of insurance policy (if the form differs from the form described in this Code) and receive confirmation of the suitability of the insurance policy for trading purposes on the Trading Platform issued by the Controller. To confirm the payment of the insurance premium within

the deadlines and in the amounts indicated in the insurance policy, the Participant shall submit the payment order approved by the credit institution to the Controller.

5.4. Terms and Conditions of Safety Deposit

Safety Deposit is a non-cash deposit that the Participant transfers to a credit institution account in Latvia that has been indicated by the Controller in order to secure the performance of their liabilities that arise from the operations of the Participant on the Trading Platform and transactions concluded on the platform. The Participant irrevocably authorises the Controller to act with the Security Deposit in accordance with the terms and conditions established by the Code.

After the term of the Security Funds specified in this Code the Controller shall return the unused Security Deposit to the Participant no later than within 2 (two) working days after receiving the Participant's relevant application.

5.5. Amount of the Means of Security

- 5.5.1. For Biomass trading, the minimum amount of the means of security, expressed as a proportion of the total sum of the order, shall be as follows::

Rating class	Orders			
	Weekly	Monthly	Long term (3-5 months)	Long-term (6-12 months)
Class 1	5%	2.5%	2.5%	2.5%
Class 2	10%	5%	5%	2.5%
Class 3	15%	7.5%	-	-

- 5.5.2. For Natural Gas trading, the minimum amount of the means of security, expressed as a proportion of the total sum of the order, shall be as follows::

Rating class	Orders	
	Monthly	Long-term (2-12 months)
Class 1	2.5%	2.5%
Class 2	5%	2.5%
Class 3	7.5%	-

5.6. Validity Period of the Means of Security

- 5.6.1. The means of security for Biomass trading must be valid and eligible continuously for at least 3 (three) months after the date of the last delivery of Products within the framework of the respective transaction that the Participant wishes to conclude.
- 5.6.2. The means of security for Natural Gas trading must be valid and eligible continuously for at least 10 (ten) days after the date of the product trading in the respective transaction that the Participant wishes to conclude.

5.7. Reduction of the Means of Security

When a Participant submits a means of security that complies with the requirements set out in this Code, the Controller shall adjust the total amount of the Participant's means of security in the Trading Platform accordingly no later than within one (1) business day. The available balance of the means of security shall accordingly be reduced when the Participant submits an order on the Trading Platform, concludes a purchase agreement, or in other cases specified in this Code.

5.8. Release of the Means of Security

When a Participant fulfils its obligations under the respective order, purchase agreement, and in other cases specified in this Code (including submission of Additional Collateral in accordance with the procedure and scope specified in the Natural Gas Purchase Agreement Rules (Annex 8)), the available means of security, or a part thereof, shall be released and shall remain valid for other Participant orders or concluded transactions.

5.9. Use of the Means of Security

The means of security may be used to secure the liabilities that the Participant has failed to meet (including contractual penalties, late payment penalties, etc.) regarding any other participant of the Trading Platform and/or the Controller, if the delay in performing their liabilities is longer than 10 (ten) business days. The sequence for the performance of the default liabilities of the Participant by using the funds of the means of security shall be determined by the Controller. The means of security may also be used in other cases provided for by this Code.

5.10. Amending/Supplementing the Means of Security

If the means of security have been fully or partially used up to cover for the default liabilities of the Participant (including contractual penalties, late payment penalties) regarding any other participant of the Trading Platform and/or the Controller, the Participant shall submit new means of security to the Controller within the time period indicated by the Controller or increase the amount of the current means of security.

5.11. Request to Use Means of Security

5.11.1. The Participant of the Trading Platform (hereinafter – Injured Participant) regarding whom another Participant has failed to meet their liabilities (hereinafter – Defaulting Participant), where the delay is longer than 10 (ten) business days, shall be entitled to access the Controller with the request to use the means of security by providing at least the following information regarding violated liabilities: contract number, date, description of default liability, amount of default liability and calculations. The Controller may request additional information from the Injured Participant.

5.11.2. After the receipt of the request of the Injured Participant for the use of the means of security (and the receipt of additional information, if the Controller has requested such), the Controller shall forward it to the Defaulting Participant.

5.11.3. The Defaulting Participant shall be liable, within 5 (five) business days, to submit evidence that opposes the claim of the Injured Participant and permits the Controller not to use the means of security in accordance with the terms and conditions of the Code.

5.11.4. The Controller shall not check the justification of the request of the Injured Participant to use the means of security and meet the request of the Injured Participant to use the means of security, except for the cases, where:

- (1) In the opinion of the Controller, the information regarding the liabilities violated by the Defaulting Participant is insufficient; or
- (2) the Injured Participant has submitted the request to use the means of support later than 10 (ten) business days before the expiry date of the means of security; or
- (3) the Defaulting Participant has commenced a dispute resolution procedure in accordance with the procedures provided for by this Code and submitted sufficient evidence regarding such to the Controller; or
- (4) the Defaulting Participant has submitted sufficient evidence that the default liability has been met.

5.12. Decisions and Liability of the Controller regarding the Means of Security

5.12.1. Any decision of the Controller regarding the means of security, including the decision of the Controller to satisfy or to refuse to satisfy the request of the Injured Participant to use the means of security shall be final and not subject to being contested or appealed. The decision of the Controller to refuse to

satisfy the request of the Injured Participant to use the means of security is not an obstacle for the Injured Participant to submit a new request to use the means of security.

5.12.2. The Controller shall not assume any liability and/or obligations for any form, content, sufficiency, precision, true nature, counterfeiting, topicality or legality of any document forms submitted to the Controller, as well as for documentation and information interpretation performed by the Controller. The contract between the Injured Participant and Defaulting Participant is not binding on the Controller and the Controller shall not be liable for the implementation of the contract between the Injured Participant and Defaulting Participant.

5.12.3. The Controller shall not assume any liability and/or obligations in relation to the situation, if any of the means of security cannot be used or is not available due to causes independent of the will of the Controller (for instance, insolvency of the credit institution, decisions of public administration bodies, force majeure conditions, etc.).

B. Trading

5.13. Type of Trading

The Controller shall organise the trading on the Trading Platform for an auction on the auction days determined by the Controller. The auctions will be organised in the form of descending-price auctions. One or several trading sessions may be organised on each auction day (i.e., the time period on the auction day, where the bidding, conclusion of transactions, as well as other operations permitted during the Trading session occur). The identity of the Participants (buyers) shall be disclosed to other Participants on the Trading Platform, except for in the cases where the Controller has provided otherwise or the regulatory enactments provide otherwise. The identity of the Participants (sellers) shall not be disclosed to other Participants until the conclusion of the respective legal transactions, except for in the cases where the Controller has provided otherwise or the regulatory enactments provide otherwise.

5.14. Proclamation of Trading

All information that, in the opinion of the Controller, is important for the needs of trading on the Trading Platform, shall be notified on the Trading Platform. This information includes, among other, the following information:

- 5.14.1. information on the Products (type, properties);
- 5.14.2. information on product amounts and trading conditions;
- 5.14.3. Information on trading limitations of Products.

5.15. Expressions of Will (Trading Orders)

5.15.1. The Participants declare their intent (give orders) to buy and/or sell Products on the Trading Platform during the trading sessions determined by the Controller.

5.15.2. The order shall be in effect at the moment when the Participant has sufficiently and completely filled out the respective order form, sent it to the Controller and the Order has been registered on the Trading Platform.

5.15.3. The price indicated in the order means:

- (1) the highest price at which the intent to buy products is declared by a Participant (buyer)
- (2) the lowest price at which the intent to sell products is declared by a Participant (seller)

5.15.4. The Order shall be in effect until the moment when (depending on which occurs first):

- (1) the transaction of the sales – purchase of the Product is concluded in accordance with the provisions of the order;
- (2) the effective period of the order occurs in accordance with the provisions of the order;
- (3) The Participant recalls the order;
- (4) the means of security are insufficient for the performance of the transaction ordered in the order;

5.15.5. The Participant shall not be entitled to amend or recall orders, if a legal transaction has been concluded in accordance with the provisions of the respective order.

5.15.6. The Controller shall be entitled not to register, as well as to suspend and annul on the Trading Platform orders that, in the opinion of the Controller, are illegal, obviously erroneous or expressed with the intention to defraud or mislead, or that are otherwise not genuine, as well as to limit the amount of orders for Participants of the 3rd rating class, if the Controller has not obtained sufficient information about the Participant's ability to perform it.

5.16. Trading Procedure

5.16.1. During each trading session, the trading is organised in consecutive stages in accordance with the following procedure for Biomass trading:

Stage	Time Period	Description	System Notifications	Rights of the Buyer	Options of the Seller
Participant order stage	Starts on the first business day of the week at 4:00 p.m. and lasts until the first business day of the next week at 10:00 a.m.	The longest stage of the trading session. During this stage, sales and buy orders may be created, amended and cancelled.	All orders are open	To create, amend, cancel orders	To create, amend, cancel orders
Seller order stage	Shall last for 1 hour on the first business day of each week from 10:00 a.m. until 11:00 a.m.	During this stage, only Sellers may create amend and cancel their orders. The buyers can no longer create amend and cancel their orders.	Only sales orders are open	-	To create, amend, cancel orders
Auction stage	Shall last for 1 hour on the first business day of each week from 11:00 a.m. until 12:00 noon.	During this stage, the Sellers may reduce the price of the created orders an unlimited number of times. The price may be reduced by no less than EUR 0.1 (one tenth) during each decrement. The time provided for the reduction of the price – 2 minutes, starting from the beginning of the auction stage. The time of price reduction is extended by 2 minutes after the entry of each price reduction order, if it affects trading results, but no longer than until the end of the auction stage.	Sales order price reduction	-	To amend the orders (to reduce the price)

Buyer decision stage	Shall last for 1 hour on the first business day of each week from 12:00 noon until 1:00 p.m.	At this stage, if the Buy Order has not been completely covered by Sales Orders, where the prices are higher than the price of the Buy Orders, the Buyer shall be enabled to amend orders (only by increasing the order price) in the amount that enables one to cover all or part of the Buy Order.	Increasing the price of Buy orders	To amend the orders (to increase the price)	-
Transaction stage	Shall last for 3 hours on the first business day of each week from 1:00 p.m. until 4:00 p.m.	At this stage, until 2:00 p.m., complaints regarding the current trading session are accepted. In the time period till 4:00 p.m., claims are reviewed and results are processed. At 4:00 p.m., the final results of trading are announced.	Processing of results	-	-

5.16.2. During each trading session, the trading is organised in consecutive stages in accordance with the following procedure for Natural Gas trading:

Stage	Time Period	Description	System Notifications	Rights of the Buyer	Options of the Seller
Participant order stage	Starts on the second business day of the week at 3:00 p.m. and lasts until the first business day of the next week at 11:00 a.m.	The longest stage of the trading session. During this stage, sales and buy orders may be created, amended and cancelled.	All orders are open	To create, amend, cancel orders	To create, amend, cancel orders
Seller order stage	Shall last for 1 hour on the second business day of each week from 11:00 a.m. until 12: 00 noon.	During this stage, only Sellers may create amend and cancel their orders. The buyers can no longer create amend and cancel their orders.	Only sales orders are open	-	To create, amend, cancel orders

Auction stage	Shall last for 1 hour on the second business day of each week from 12:00 noon. until 1:00 p.m.	During this stage, the Sellers may reduce the price of the created orders an unlimited number of times. The price may be reduced by no less than EUR 0.1 (one tenth) during each decrement. The time provided for the reduction of the price – 2 minutes, starting from the beginning of the auction stage. The time of price reduction is extended by 2 minutes after the entry of each price reduction order, if it affects trading results, but no longer than until the end of the auction stage.	Sales order price reduction	-	To amend the orders (to reduce the price)
Buyer decision stage	Shall last for 1 hour on the second business day of each week from 1:00 p.m. until 2:00 p.m.	At this stage, if the Buy Order has not been completely covered by Sales Orders, where the prices are higher than the price of the Buy Orders, the Buyer shall be enabled to amend orders (only by increasing the order price) in the amount that enables one to cover all or part of the Buy Order.	Increasing the price of Buy orders	To amend the orders (to increase the price)	-
Transaction stage	Shall last for 1 hours on the second business day of each week from 2:00 p.m. until 3:00 p.m.	At this stage, until 2:30 p.m., complaints regarding the current trading session are accepted. In the time period till 3:00 p.m., claims are reviewed and results are processed. At 3:00 p.m., the final results of trading are announced.	Processing of results	-	-

5.17. Validity of Transactions

From the moment when the Controller on the Trading Platform has registered harmonised declarations of intent of the Participants, and reported such on the Trading Platform, it is deemed that the respective legal transactions between the Participants have been concluded and are in force. The statement of the Controller regarding the cancellation of the respective legal transaction (for instance, in the event where any of the Participants have failed to submit a sufficient means of security, the transaction has occurred due to faulty operation of the Trading Platform, or as a result of other violations that the Controller deems to be important) shall be considered to be a valid cancellation condition in legal transactions concluded between the Participants.

5.18. Disturbances in the Operation of Trading Platform

The Participants are aware and agree that technical disturbances of the Trading Platform may occur, which could affect the appropriate and correct operation of the Trading Platform. In every case, where a Participant detects such technical disturbances, the Participant has the duty to immediately inform the Controller thereof.

The Controller shall annul the respective legal transactions that have been concluded between the Participants, if the Controller has detected a technical disturbance of the Trading Platform or received a complaint from a Participant regarding technical disturbances of the Trading Platform within 2 (two) hours after the auction stage of the respective trading session and, in the opinion of the Controller, the technical disturbances of the Trading Platform have significantly affected the conclusion of legal transactions, or have resulted in an incorrect auction result.

5.19. Liability of the Controller in the Event of Technical Disturbances

The Controller shall not be liable for any losses that Participants and/or third parties have incurred due to technical disturbance of the Trading Platform.

5.20. Trade restrictions

The Controller may, at his discretion and/or on the instructions of the Participants (buyers), set restrictions on the sale of Products on the Trading Platform, including, the Controller may set the requirement to conduct transactions only with such Products that meet the requirements of sustainability criteria for forest biomass raw materials, criteria for saving greenhouse gas emissions requirements, greenhouse gas emission savings calculation requirements, compliance substantiation requirements, as well as other requirements specified in this Code or another document published on the Trading Platform.

5.21. Product inspections

The Controller may, at his discretion, carry out inspections (including document inspections, on-site inspections at the Participants, etc.), with the aim of checking the compliance of the Products with the Product trading restrictions set by the Controller on the Trading Platform. Participants whose Product compliance is checked by the Controller are obliged to properly and immediately cooperate with the Controller in carrying out checks, including providing access to information containing confidential and/or trade secrets (if necessary, by applying protection measures appropriate to the Controller).

C. Violations and Liabilities

5.22. Liability

5.22.1. Liability of Participants

The Participant shall reimburse direct losses that the respective Participant has inflicted, as a result of action or inaction of the respective Participant, to the Controller, another Participant and/or third parties.

5.22.2. Liability of the Controller

The Controller shall reimburse direct losses that the Controller has, as a result of their action or inaction, or with malicious intent, been inflicted to a Participant and/or third parties. In any case, the Controller shall not be liable for the losses that have arisen:

- (1) From mutual liabilities between the Participants and potential failure to meet the liabilities;
- (2) From fluctuations of Product prices on the market;
- (3) From actions of other Participants and third parties;
- (4) From errors or technical disturbances of the Trading Platform.

5.23. Violations

5.23.1. Violations of Participants

The Participants are strictly prohibited from the performance of any actions related to the use of the Trading Platform that are contrary to the objectives of the Trading Platform or that violate the terms and conditions of the Code, the Contract and the applicable regulatory enactments.

If the Controller detects or suspects that, in relation to the use of the Trading Platform, the Participant has violated the provisions of the Code, the Contract and the applicable regulatory enactments, the Controller shall be entitled to request explanations and evidence from the violating Participant, while suspending the operations of the Participant on the Trading Platform or without such suspension.

5.23.2. *Consequences of Violations*

If the violating Participant fails to submit explanations and/or evidence pursuant to the request of the Controller, or, in the opinion of the Controller, the violation of the violating Participant is sufficiently proven, the Controller, considering the type of violation, the conditions under which the violation was committed and consequences thereof, may at their own discretion:

- (1) Explain the faultiness of the actions performed by the Participant;
- (2) Suspend the participation of the Participant for a period of up to 6 (six) months;
- (3) To oblige the Participant to eliminate the consequences of their violation;
- (4) To apply limitations on the use of the Trading Platform by the Participant;
- (5) To terminate the Contract and the participation of the Participant on the Trading Platform.

In addition to the above, the violating Participant shall have the duty to reimburse all losses that have been caused by their violation, while the Controller shall be entitled to use the means of security to cover the liabilities of the violating Participant that they have not met and/or losses that they have inflicted to the Controller and/or third parties.

D. Force Majeure

The Participants and the Controller shall be exempt from liability for the partial or complete failure to perform their liabilities and the consequences of such failure, if the non-fulfilment of obligations has occurred as a result of unsurpassable conditions of an extraordinary character, which occurred after the signing of the Contract and which could neither be predicted, nor eliminated by them. These conditions are, for instance, fires, military activities, natural disasters, as well as actions and deeds adopted by the legislator, executive institutions and courts, as well as other conditions that fall beyond the potential control or influence of the respective Participant or Controller, and directly prevent the performance of the respective liabilities.

The person that substantiates their failure to meet their liabilities with force majeure conditions, shall notify such conditions and causes thereof in writing within 3 (three) days, while indicating the potential deadline for the performance of their liabilities. Otherwise, the respective person shall lose the right to substantiate their failure to meet their liabilities with force majeure conditions.

E. Fees

5.24. Amount of Fees

The Participants shall pay the following Trading Platform service fees:

No.	Service	Fee EUR, excluding VAT	Payment procedure
1.	Biomass trading fee (only for Buyer)	0.5% of transaction value	The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.

			The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.
2.	Review of unjustified claims	150 EUR/h	<p>The Controller shall issue an invoice to the Participant after the review of the unjustified claim in accordance with the time spent for the review of unjustified claim as registered by the Controller. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
3.	Participant dispute resolution	100 EUR/h	<p>The Controller shall issue an invoice to the Participant after the review of a dispute between Participants in accordance with the time spent for the review of the Participant dispute as registered by the Controller. The Controller shall issue the invoice to the Participant that, in accordance with the opinion of the Controller is guilty regarding the respective dispute between the Participants. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
4.	Biomass trading fee (only for the Buyer) Outside the Trading Platform transactions for "RED BioEx" biomass	0.5% of transaction value	<p>The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
5.	Biomass trading fee (only for the Seller) for 'RED BioEx' biomass not replaced by approved certificate references	0.5% of transaction value	<p>The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
6.	Weekly Thermal energy trading	0.09 EUR/MWh from the transaction value	The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The invoice amount reflects the rights

	fee (only for Seller)		<p>obtained for delivery under the Weekly procurement procedure, minus any reductions in production volume resulting from the outcomes of the Daily heat energy procurement. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
7.	Daily Thermal energy trading fee (only for Seller)	0.09 EUR/MWh from the transaction value	<p>The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The invoice amount reflects the rights obtained for delivery under the Daily procurement procedure. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>
8.	Natural Gas trading fee (for Buyer and Seller)	0.5% of transaction value	<p>The Controller shall issue an invoice to the Participant within 5 (five) business days after the end of the calendar month for approved deliveries. The invoice amount reflects the rights obtained for delivery. The Controller shall forward the invoice to the Participant via the e-mail indicated by the Participant. The invoice shall be drawn up electronically and shall be valid without a signature.</p> <p>The Participant shall pay up the invoice issued by the Controller within 10 business days after the date of issue of the invoice.</p>

5.25. Late Payment Interest

The Participants shall pay late payment interest in the amount of 0.1% of the delayed payment amount per each day of payment delay.

5.26. Fee Changes

The Controller is entitled to unilaterally change the service fees of the Trading Platform by giving 10 (ten) business days' prior notice to the Participants.

6. Applicable Law and the Procedures for the Resolution of Disputes

6.1. Applicable Law

The legal norms that are in effect in the Republic of Latvia shall be applicable regarding all and any relations that are associated with the Contract, the Code and Trading Platform.

6.2. Dispute Resolution Procedure

6.2.1. *Dispute Resolution Venue*

Any dispute, disagreement or claim arising from the Contract, the Code or a legal transaction between Participants, or related to violations, the termination or invalidity thereof, and which cannot be resolved within 20 (twenty) business days after they have arisen and the opinion of the Controller has been received (depending on which comes last), shall be finally resolved in the court of the Republic of Latvia by jurisdiction.

6.2.2. Out-of-court Dispute Resolution

The Participants shall inform the Controller of all disputes or claims that arise between the Participants in relation to the Trading Platform and/or transactions concluded on the platform. After the receipt of the information and respective requests, the Controller shall, within the period determined by the Controller, invite the other involved Participant to provide their explanations and evidence. After the receipt of explanations and evidence of the other involved Participant or the expiry of the period for the submission thereof, the Controller shall draw up a written opinion on the resolution of the dispute that the Controller considers the fairest.

6.3. Procedure for Amending the Code

The Controller is entitled to unilaterally amend the Code and/or any regulations governing the operation of the Trading Platform by notifying the Participant thereof to the e-mail address indicated by them or on the Trading Platform no later than 10 business days before the effective date of the respective regulations. The Participant is deemed to have expressed their will, consent to the amendments of the Code and/or any regulations governing the operation of the Trading Platform, if the Participant has not notified the Controller of their will to withdraw from the Contract by the effective date of the respective amendments.

Annex No. 1 Sample Means of Security

Guarantee No. [●]

[Place of issue], [Date]

We – [Title], [Registration number], [Legal address] (hereinafter referred to as – **Guarantor**) – are informed that our customer – [Title], [Registration number], [Legal address] (hereinafter referred to as – **the Participant**) – and you – SIA “BioEx”, registration number: 40203396165, legal address: Langervaldes iela 2, Raubēni, Cenu pag., Jelgavas nov., LV-3002 (hereinafter referred to as – **Controller**) – have concluded a Contract (hereinafter referred to as – **Contract**) regarding participation in the energy resources trading platform managed by the Controller (hereinafter referred to as – **Trading Platform**). In accordance with the terms and conditions of the Contract and Trading Platform managed by the Controller, prior to commencement of trading on the Trading Platform, the Participants shall have the duty to submit any of the means of security of a participant to the Controller (including first demand bank guarantee or insurance policy).

Taking the above into consideration, the Guarantor hereby irrevocably undertakes the duty to pay the Controller any sum of money requested by the Controller that does not exceed [EUR] [Sum in figures] ([Sum in words]), in the event, where, considering the requirements provided in this guarantee, an appropriate document signed by the Controller has been submitted to the Guarantor (hereinafter referred to as – **Request**), whereby the Controller requests the Guarantor to make payment on the basis of this guarantee and which includes the statement of the Customer that the Participant has failed to perform their liabilities under the Contract and/or the terms and conditions of the Trading Platform operation and/or in accordance with any legal transaction, which has been concluded by using the Trading Platform.

The Request must be submitted in paper or digital format.

This guarantee shall be in effect until [Date] and shall expire completely and automatically, if we have not received a written payment request of the Controller or telex/SWIFT statement to the aforementioned address on this date or before that, irrespective of whether it is a business day of the Guarantor or not.

This guarantee is subject to the Uniform Rules for Demand Guarantees, 2010 version, International Chamber of Commerce No. 758). In the matters not regulated by the Uniform Rules for Demand Guarantees, the laws and regulations of the Republic of Latvia apply to this guarantee and the legal relations associated with it. Any dispute that arises between the Guarantor and the Customer in relation to this guarantee will be resolved in a court of the Republic of Latvia.

[position of the signatory] [signature] [name, surname of the signatory]

Annex No. 2 Product Specifications

Product type	Biomass product code	Raw material	Moisture, % of total mass (Min. - Max.)	Ash content	Amount of fine fraction (< 3.15 mm), % (Max.)	Amount of basic fraction (3.15 mm ≤ P ≤ 63 mm), % (Min.)	Amount of coarse fraction (> 100 mm), % (Max.)	Fraction limitations, mm (Max.)	Chlorine content, % of dry mass (Max.)	Specific radioactivity of dry wood, Bq/kg (Max.)
Woodchips	EKS1	Trunk wood	20-45	2	2	80	10	150	0.02	10
Woodchips	EKS2	Wood processing residues	35-55	2	5	80	10	150	0.02	10
Woodchips	EKS3	Unpruned trees, except for biomass obtained at fast-growing plantations	35-55	3	10	70	10	150	0.02	10
Woodchips	EKS4	Dried residues of forestry sector, without green needles and leaves	35-55	5	20	60	10	220	0.02	10
Woodchips	EKS5	Bark and fresh residues of forestry sector	35-60	5	25	60	10	220	0.03	10

Annex No. 3 Terms and Conditions of Purchase Contract

Purchase Contract Special Terms

This contract regarding the sales and delivery of Products (hereinafter referred to as – **Purchase Contract**) have been concluded by the Seller indicated below, the party of the first part and the Buyer indicated below, the party of the second part. The Purchase Contract consists of the Special Conditions indicated below and attached General Terms and Conditions.

SELLER DATA		BUYER DATA	
Entity title or name, surname:		Entity title or name, surname:	
Registration No.:		Registration No.:	
VAT registration No.:		VAT registration No.:	
Account No.:		Account No.:	
Legal address:		Legal address:	
Contact person:		Contact person:	
Contact phone:		Contact phone:	
E-mail address:		E-mail address:	

PURCHASE CONTRACT DATA	
Purchase Contract number:	
Effective date and time: (Example :2023-02-13 16:00:00 (UTC +02:00))	
Product type:	
Biomass product:	
Product delivery address:	
Total amount of products (MWh):	
Product Delivery Period, in accordance with the coding principle established by the General Provisions of the Purchase Contract: (Example: W06_23_2023.02.06-2023.02.12)	
Purchase price per 1 MWh (EUR excluding VAT)	
Purchase price (EUR excluding VAT)	
Other Provisions	

General Terms and Conditions

1. General Provisions

1.1. Definitions of terms

The terms in this Purchase Contract shall have the same meaning as the terms used in the Code, unless they have been defined differently in this Contract:

1.2. Structure of the Purchase Contract

Product Purchase Contract consists of these General Terms and Conditions and Special Provisions, which jointly constitute a single contract. In the event of contradictions between the General Terms and Conditions and Special Provisions, the Special Provisions shall prevail.

1.3. The Scope of Applicability of these Terms and Conditions

General Terms and Conditions govern the procedures for the execution of the Purchase Contracts concluded on the Trading Platform.

1.4. Application of the Terms and Conditions

These General Terms and Conditions are applicable, unless and insofar as the Parties of the respective legal transaction have agreed otherwise.

2. Subject-Matter of the Purchase Contract and operations

2.1. Subject-Matter of the Purchase Contract

In accordance with the terms and conditions of the Purchase Contract concluded on the Trading Platform, **the Seller has the duty to deliver Products at their expense, while the Buyer has the duty to accept the Products and make payment of the Purchase Price to the Seller for the delivered Products.**

2.2. Commencement of Purchase Contract Execution

The Parties shall commence the execution of the Purchase Contract after the effective date thereof, unless the notification of the Controller regarding the cancellation of the respective Purchase Contract has been received in accordance with the procedures and within the deadlines determined by the Code has been received (for instance, in the cases, where any of the Participants has failed to provide a sufficient means of security, the Purchase Contract has been concluded as a result of erroneous operation of the Trading Platform, or due to other violations that the Controller deems important).

3. Purchase Price and Payment Procedure

3.1. Amount of the Purchase Price

The amount of the purchase price for the delivered Products shall be calculated by using the following formula:

$$\text{Purchase Amount} = K \times Q_{p,net,ar} \times S$$

Where:

K – Adjusted price, EUR/MWh;

Q_{p,net,ar} – Calorific value of the biomass, MWh/t (standard LVS EN ISO 18125 “Solid biofuels. Determination of calorific value”);

S – Amount of the delivered biomass, t.

Adjusted price (**K**), EUR/MWh shall be calculated by using the following formula:

$$K = K_l - K_m - K_p$$

Where:

Kl – Purchase Price of the Contract, EUR/MWh;

Km – Adjustment of the Purchase price for moisture parameters, EUR/MWh:

- A) It is equal to the percentage that is below the specific indicated minimum moisture % of the Biomass.
- B) It is equal to fivefold percentage that is above the specific indicated maximum moisture % of the Biomass. This condition is applied, if the amount of exceeded percentages is no less than 5%.
- C) It is equal to a tenfold percentage that is above the specific indicated maximum moisture % of the Biomass. This condition is applied, if the percentage is higher or equal to 5%.

Kp – Adjustment of the Purchase price for ash parameters, EUR/MWh:

It is equal to a fivefold percentage that is above the specific indicated maximum ash content % of the Biomass.

Calorific value of the biomass (**Qp,net,ar**), MWh/t shall be calculated by using the following formula:

$$\mathbf{Qp,net,ar} = 1 / 3.6 \times (\mathbf{Qp,net,daf} \times ((100 - \mathbf{Ad}) / 100) \times ((100 - \mathbf{Wd}) / 100) - 0.02443 \times \mathbf{Wd}),$$

Where:

Qp,net,daf – the lowest calorific value, MJ/kg;

Ad – ash content in dry matter (standard LVS EN ISO 18122 “Solid biofuels. Determination of Ash Content”), %;

Wd – moisture content in an energy woodchip sample, (standard LVS EN ISO 18134-2 “Solid biofuels. Determination of moisture content. Oven dry method”), %;

0.02443 – water evaporation component at the temperature of +25 °C, at 1% moisture content in an energy woodchip sample, MJ/kg;

3.6 – transition coefficient from MJ/kg to MWh/t.

3.1.1. *Alternative determination of product mass*

In the events where the determination of Product mass is impossible, it is calculated on the basis of the assumed product volume in accordance with the following formula:

$$\mathbf{Product\ mass\ (t)} = \mathbf{V \times B}$$

Where:

V – Biomass volume (bulk m³);

B – Biomass density coefficient (t/bulk m³).

The volume of biomass in a cargo (**V**) is calculated by using the following formula:

V = G x P x H, where

G – the length of the cargo hold of the transported cargo (m);

P – the width of the cargo hold of the transported cargo (m);

H – measured height of the cargo (m);

The density coefficient of biomass (**B**) is assumed on the basis of the table:

Period	Timber moisture, %									
	20%	25%	30%	35%	40%	45%	50%	55%	60%	65%
1 November - 31 March	256	269	282	293	306	319	332	344	356	370
1 April - 31 October	249	260	272	283	294	304	315	327	336	348

3.1.2. *Alternative determination of product moisture*

In the cases, where Product moisture cannot be determined, it is assumed to be as a medium value between the minimum and maximum Biomass product values indicated in Biomass specifications.

3.1.3. *Alternative determination of product ash content*

In the cases where Product ash content cannot be determined, it is assumed to be as a medium value between the minimum and maximum Biomass product values indicated in Biomass specifications.

3.1.4. *Alternative determination of product calorific value*

In the cases where the lowest calorific value of the Product cannot be determined, it is assumed to be 19.2 MJ/kg.

3.2. Terms and Conditions of Purchase Price

The Purchase price shall be determined and paid in *euro* currency. The Parties recognise that the Purchase Price of the Products that has been determined on the Trading Platform is the true Market value of the Product. The Parties shall not request the cancellation, amendments to or termination of the Purchase Contract due to the failure of the Product Purchase Price to comply with market or other conditions or due to excessive losses.

The Purchase Price shall remain constant during the entire duration of Purchase Contract execution and includes all and any Product sales related costs of the Seller, including Product production, storage, loading, transportation, unloading and other costs.

3.3. Terms of payment of the Purchase Price

The Buyer shall make payments to the Seller for the Products delivered by the Seller. After the delivery of the Products, after each consecutive week of delivery, the Buyer shall submit the product amount registration, quality parameter and Purchase Price calculation form (hereinafter – **Quality Report**) on the Trading Platform within 10 days. The Seller shall be entitled to submit objections regarding the Quality Report within 10 days after the submission thereof. If the Seller fails to provide their objections on the Quality report within the aforementioned time period, the Quality report shall be deemed to have been approved and serve as the basis for the issue of an invoice to the Buyer for the delivered Products, except for in the cases where Social Provisions provide otherwise. The Seller shall forward the invoice to the e-mail address of the Buyer indicated in the Special Provisions.

The Buyer shall have the duty to pay up the invoices issued by the Seller for the delivered Products no later than within 30 days after the receipt of the respective invoice. The Buyer shall have the duty to pay the late payment interest to the Seller at the request of the seller in the amount of 0.1% (zero point one percent) of the amount of the delayed payment per each day of delay.

4. Product Specification

4.1. Product Specification

Unless the Special Provision of the Purchase Contract provide otherwise, the Product Specification shall comply with the provisions of Product Specifications of the Product with Biomass product code [code] indicated in Annex No. 2 to the Code.

5. Amount of Products, Delivery Schedule

5.1. Amount of Products

The amount of deliverable Products and the Delivery Schedule has been determined in the Special Provisions of the Purchase Contract. The Seller shall deliver Products to the Buyer in accordance with the Product Delivery Schedule.

5.2. Coding of Delivery Periods

The following coding principles are used for the indication of the Delivery Periods:

PNR(SKW) GG YYYY.MM.DD- YYYY.MM.DD

P – Type of delivery period:

a) _____ W – delivery period in weeks

b) M – delivery period in months
d) Y – delivery period starting from 3 months to 12 months
NR – Ordinal No. of the delivery period or number of periods depending on the type of the delivery period:
a) W – ordinal No. of the week within the respective year
b) M – ordinal No. of the month within the respective year
d) Y – number of months included in the delivery period
SK – Number of weeks included in the delivery period, not indicated for delivery periods expressed in weeks
W – Symbol for week, not indicated for delivery periods expressed in weeks
GG – Initial year of the delivery period in the 21st century
YYYY.MM.DD-YYYY.MM.DD – Initial date and final data of the delivery period (YYYY-year; MM-month; DD-day)

**Example:*

W07 23 2023.02.13-2023.02.19 – Delivery in Week 7 of 2023, from 13 February 2023 until 19 February 2023.
M12(5W) 22 2022.11.28-2023.01.01 – Delivery in December 2022, from 28 November 2022 until 1 January 2023.
Number of weeks within the period – 5.
Y06(26W) 23 2023.04.03-2023.10.01 – Delivery in 2023, from 3 April 2023 until 1 October 2023. The number of months within the period – 6; the number of weeks – 26.

5.3. Product Delivery Schedule

Unless the Special Provisions of the Purchase Contract provide otherwise, the Seller must deliver equivalent amount of Products on each business day of the calendar year. If the amount of delivery does not consist of equal proportions on every business day, assuming that the minimum amount of a single delivery is 70 MWh, the Seller shall themselves select the day, when the respective amount of delivery is delivered, unless the Buyer has specified it.

5.4. Permissible Deviations of Product Amounts

Permissible Deviations of Deliverable Product Amounts:

No.	Criterion	Permissible Deviation	Contractual Penalty for Exceeding of the Deviation
1.	Amount of delivery for weekly orders, total amount up to 350 MWh	+/-30%	In the amount of 100% of the amount of deviation
2.	Amount of delivery for weekly orders, total amount of more than 350 MWh	+/-15%	In the amount of 100% of the amount of deviation
3.	Amount of delivery for monthly orders,	+/-10%	In the amount of 100% of the amount of deviation
4.	Amount of delivery for long-term orders,	+/-10%	In the amount of 100% of the amount of deviation

If a contractual penalty has been applied on the Seller for the exceeding of deviation, and the Seller has paid the applied contractual penalty (or it has been offset against payments due to the Seller), it is assumed that the consequences of the respective deviation have been eliminated in full.

The Seller organizes and pays for the delivery of the Products to the Buyer. The Seller ensures that the delivery of the Products to the Buyer is carried out using appropriate and suitable means of transport for the delivery of the Products, without damaging and/or reducing the quality of the delivered Products and without causing damage and/or littering in the surrounding environment, including the Buyer's territory. All and any risks regarding the Products (including their damage or destruction) shall be borne by the Seller until the moment of mutual signing of the Product acceptance-handover act, except if and to the extent that the Buyer maliciously refuses to accept the Products from the Seller

6. Delivery-acceptance of the Products

6.1. Delivery-acceptance of the Products

After the delivery of Products, the Seller and the Buyer shall perform the transfer of Products from the Seller to the Buyer, by drawing up and mutually signing the Transfer-Acceptance Deed (Transport Invoice) of the Products in 3 (three) copies, where the following information shall be indicated:

- (A) The amount of Delivered Products (bulk m³);
- (B) Delivery date of the Products;
- (C) Country of origin of the Products (address of the logging site, address of issue);
- (D) Information on the road transport of Product delivery (name and registration number);
- (E) Product mass (kg), if the Buyer ensures mass measurements.

After making these records, the Buyer shall sign the Product Transfer-Acceptance Deeds and issue one to the Seller.

If the products are imported to Latvia from another country, the Seller shall enclose an original document of radiological inspection or a certified copy thereof with the invoice, which confirms that the specific radioactivity of CS-137 radionuclide in the cargo does not exceed the requirements established by the effective regulatory enactments of the Republic of Latvia.

6.2. Procedure of Product inspection

6.2.1. *Determination of Product Mass*

The Buyer shall determine the mass of the delivered Products (kg) by weighing the transport vehicle used for the delivery of the Products before the unloading of the Products and after the unloading of the Products. The Buyer is entitled to use verified scales system for the determination of mass only (a document that confirms verification issued by an accredited institution is valid).

6.2.2. *Determination of Product Volume*

Measurements are made before the unloading of the cargo. The height measurement is made by visually levelling the bulk amount of woodchip in the hold and measuring the difference in height to the upper margin of the cargo hold. Measurement precision: +/- 1 (one) cm.

6.2.3. *Determination of Parameters for the Calculation of Calorific Value of the Product*

- (A) The Buyer shall determine sampling of energy woodchips for each cargo in accordance with the standard LVS EN ISO 18135 "Solid biofuels. Sampling", by collecting no less than 3 (three) samples, at least 6 (six) litres each and storing them until bilateral approval of the Quality Report for the respective cargo;
- (D) Moisture is determined at the laboratory determined by the buyer, in accordance with the standard LVS EN ISO 18134-2 "Solid biofuels. Determination of moisture content. Oven dry method";
- (D) Ash content is determined at the laboratory determined by the buyer, in accordance with the standard LVS EN ISO 18122 "Solid biofuels. Determination of Ash Content";
- (D) Calorific energy value is determined at the laboratory determined by the buyer, in accordance with the standard LVS EN ISO 18125 "Solid biofuels. Determination of calorific value".

6.2.4. *Determination of Product Fraction*

The Buyer shall determine the compliance of the Product with the defined fraction parameter visually, when accepting the Product. If the authorised person of the Buyer visually detects potential incompliance of the woodchip fraction, then:

- (A) The Authorised representative of the Buyer shall take samples from four (4) different locations from the Product batch of the road vehicle, approximately five (5) litres each, with the total volume of approximately twenty (20) litres, in accordance with the requirements of the standard LVS EN ISO 18135 "Solid biofuels. Sampling".
- (B) Portions of the Sample shall be mixed in woodchip separator and separated in accordance with the standard LVS EN ISO 14780 "Solid biofuels. Sample preparation", which will be placed into two separate labelled (date, number of Transfer-Acceptance Deed) containers, approximately 10 (ten) litres each, one of which will be delivered to the laboratory determined by the Buyer on the following day in order to determine

the fractional composition of the woodchips in accordance with the standard LVS EN ISO 17827-1 “Solid biofuels. Determination of particle size distribution for uncompressed fuels”. The other sample shall be stored for 20 (twenty) days for the cases where the performance of a repeated test is required.

(C) A sample of 10 (ten) liters may contain 2 pieces of wood chips, the length of which is greater than the maximum permissible length, if the cross-section of such a particle is less than 0.5 cm².

6.2.5. Determination of Impurities

The Buyer shall visually determine whether the Product contains impurities. If impurities are detected in the batch delivered by the road vehicle, or during the unloading of the road vehicle, then:

(A) 2 (two) Product samples shall be collected from the road vehicle product batch, approximately 3 litres each, in accordance with standard LVS EN ISO 18135 “Solid biofuels. Sampling”.

(B) One of the samples will be delivered to the laboratory of the Buyer on the nearest business day. The qualitative composition of the Product shall be determined in accordance with the requirements of standard LVS EN 18134-2:2017 “Solid biofuels. Determination of moisture content. Oven dry method. Part 2: Total moisture. Simplified method.” The other sample shall be stored for 20 days for the cases where the performance of a repeated test is required.

6.2.6. Contesting Test and Measurement Results

(A) If the Seller does not agree with the results of the testing and/or measurements conducted by the Buyer, the Seller must deliver the backup sample of the Product to a duly accredited laboratory approved by the Buyer and the Seller for testing and/or measurement.

(B) If the test results of the accredited laboratory differ from those performed by the Buyer, the conformity of the Product is determined by calculating the arithmetic mean of the test results of two samples, if the tests performed by the Buyer were performed in an accredited laboratory, otherwise the conformity is determined only after the tests of the accredited laboratory.

(C) The testing and/or measurements of backup samples shall be paid up by the Seller.

(D) The Seller shall have the duty to submit the results of repeated testing and/or measurements to the Buyer within 10 business days.

6.3. Right not to Accept the Products

The Buyer is entitled not to accept the Products in any of the following cases:

6.3.1. It is determined during the acceptance of the Products that the Products fail to comply with the requirements provided for by the Purchase Contract and/or regulatory enactments;

6.3.2. The Seller fails to submit the Buyer all documents provided for by the regulatory enactments that enable the Buyer to sufficiently verify the origin of the Services, as well as in the cases where the country of origin of the Services is not Latvia and the Seller fails to submit the original document of radiological inspection of the cargo, or a certified copy thereof;

6.3.3. It is determined during the performance of measurements that the radioactive contamination of the Products with artificial nucleotides exceeds the limits provided for by this Purchase Contract (if not stipulated in the Purchase Contract – the limits provided for by the Code).

6.4. The Products that the Buyer has refused to accept in accordance with the conditions of the Purchase Contract shall be deemed undelivered and the Seller shall have the duty to immediately remove them from the property of the Buyer.

6.5. The Seller shall have the duty to replace the Products that the Buyer has refused to accept in accordance with the provisions of the Purchase Contract with other Products that comply with the provisions of the Purchase Contract within 24 hours at the expense of the Seller.

6.6. If the Buyer, no later than within 30 (thirty) days, has detected drawbacks in Product quality, which could not be reasonably detected at the moment of Product delivery (for instance, the Product contains impurities, etc.), the Buyer shall notify the Seller thereof no later than within 5 (five) business days after the moment of quality drawback detection. If the notification has occurred within the deadlines provided for by this section, the Seller shall have the duty to replace the Products that the Buyer has refused to accept in accordance with the provisions of the Purchase Contract with other Products that comply with the provisions of the Purchase Contract within 24 (twenty four) hours at the expense of the Seller. Meanwhile,

if operation of technological devices (for instance, the operation of the gripper loader, hydraulic pusher, vibration sieve, transporters, etc.) is disrupted due to Product quality defects, the Seller shall have the duty to replace the Products that the Buyer has refused to accept in accordance with the provisions of the Purchase Contract with other Products that comply with the provisions of the Purchase Contract at the expense of the Seller no later than within 2 (two) hours.

- 6.7. The Buyer shall pay the contractual penalty for unjustified refusal to accept the Products or to pay up the invoices within the deadlines stipulated in the Purchase Contract in the amount of 0.1% of sum unpaid or the Purchase Price of unaccepted Products per each day of delay in meeting their liabilities.
- 6.8. Payment of the contractual penalty does not exempt the Buyer from any further payments.

7. Validity of the Purchase Contract, Amending and Termination thereof

7.1. Current Version

The topical edition of the Purchase Contract shall be drawn up by the Controller and it is available on the Trading Platform.

7.2. Version of the Purchase Contract

The Purchase Contract shall be valid and is executable in the edition thereof that was available at the Trading Platform at the moment of conclusion of the Purchase Contract, unless the Controller has provided otherwise due to important considerations. Such important considerations shall be considered to constitute, among others, terms and conditions of the Purchase Contract that are reasonably impossible to execute, illegal, or unfair.

7.3. Amending the Purchase Contract

The Buyer and the Seller may only amend provisions of this Contract by mutual agreement pursuant to prior approval of such amendments by the Controller. The Controller shall provide their consent to the amendments of Purchase Contract in the cases where the Controller deems that they are not illegal or unfair towards other participants of the Trading Platform or the Controller.

7.4. Validity of the Purchase Contract

The Purchase Contract shall be in effect until the moment when mutual liabilities of the Buyer and the Seller are completely met, except for in the cases where the Purchase Contract has been terminated before expiry.

7.5. Reduction of Product Delivery Amounts

The Buyer shall have the right to unilaterally reduce the amount of Product delivery, by giving prior notice to the Controller and the Seller no later than within 24 (twenty four) hours, if:

- 7.5.1. If the Buyer is unable to use the Products due to the damage to the equipment of the Buyer – for the time period while the respective devices are damaged;
- 7.5.2. If the need of the buyer for the amount of Products provided for by the Purchase Contract has disappeared without the fault of the Buyer (for instance, as a result of a change in weather conditions).

7.6. Termination of the Purchase Contract by Agreement of the Parties

The Buyer and the Seller may only mutually agree on the termination of this Purchase Contract pursuant to prior approval of termination by the Controller. The Controller shall provide their consent to the termination of Purchase Contract in the cases where the Controller deems that they are not unfair towards other participants of the Trading Platform or the Controller.

7.7. Termination of the Purchase Contract at the Initiative of the Buyer

The Buyer may unilaterally terminate this Purchase Contract by giving notice to the Seller and the Controller in the following cases:

- 7.7.1. The Seller has permitted a delay in Product delivery, which exceeds 3 (three) calendar days and has failed to eliminate this violation 24 (within twenty four hours) after the receipt of Buyer's notice; and/or
- 7.7.2. The Seller has repeatedly permitted a delay in Product delivery, which exceeds 3 (three) calendar days; and/or
- 7.7.3. The Seller has repeatedly delivered Products with quality defects to the Buyer; and/or
- 7.7.4. Performance of the liabilities under the Purchase Contract are impossible due to other reasons in the absence of the fault of the Buyer.
- 7.8. Termination of the Purchase Contract at the Initiative of the Seller
The Seller may unilaterally terminate this Purchase Contract by giving notice to the Buyer and the Controller in the following cases:
- 7.8.1. The Buyer has permitted the delay in payment for the delivered Products, which exceeds 3 (three) calendar days and has failed to eliminate this violation 24 (within twenty four hours) after the receipt of the Seller's notice; and/or
- 7.8.2. The Buyer has repeatedly permitted a delay in payment for the delivered Products, which exceeds 3 (three) calendar days; and/or
- 7.8.3. The Buyer has repeatedly refused to accept products without quality drawbacks from the Seller; and/or
- 7.8.4. if insolvency proceedings or the procedure of legal protection has been initiated regarding the Buyer.
- 7.8.5. Performance of the liabilities under the Purchase Contract are impossible due to other reasons in the absence of the fault of the Seller.
- 7.9. The effects of Purchase Agreement termination
The termination of this Purchase Contract does not terminate the uncompleted financial liabilities of the Buyer and the Seller and does not cancel the dispute resolution procedures established by this Purchase Contract.

8. Violations and Liabilities

- 8.1. Liability
- 8.1.1. *Liability of the Buyer*
The Buyer shall remunerate direct losses to the Seller, that the Buyer has inflicted on the Seller by their action or inaction.
- 8.1.2. *Liability of the Seller*
The Seller shall remunerate direct losses to the Buyer, that the Seller has inflicted on the Buyer by their action or inaction.

8.2. Violations

8.2.1. *Violations of the Seller*

If the Seller has permitted the violation indicated below in the Purchase Contract, and it has been sufficiently proven, considering the type of violation, conditions and consequences of the commission of violation, the Buyer may apply the contractual penalty in the following amounts and in the following cases:

No.	Violation	Contractual penalty EUR, excluding VAT	Payment deadline
1.	Violation of Quality Report submission deadlines	100 EUR/day	30 days

8.2.2. *Violations of the Buyer*

If the Buyer has permitted the violation indicated below in the Purchase Contract, and it has been sufficiently proven, considering the type of violation, conditions and consequences of the commission of violation, the Seller may apply a contractual penalty in the following amounts and in the following cases:

No.	Violation	Contractual penalty EUR, excluding VAT	Payment deadline
1.	Violation of Quality Report submission deadlines	100 EUR/day	30 days

8.3. Means of Security

Each of the Parties to this Purchase Contract shall be entitled to address the Controller and to request them to use the means of security to cover the unmet liabilities of the violating party and/or losses inflicted by them.

9. Force Majeure

The Parties to this Purchase Contract shall be exempt from liability for the partial or complete failure to perform their liabilities and the consequences of such failure, if the non-fulfilment of obligations has occurred as a result of unsurpassable conditions of an extraordinary character, which occurred after the signing of the Purchase Contract and which could neither be predicted, nor eliminated by them. These conditions are, for instance, fires, military activities, natural disasters, as well as actions and deeds adopted by the legislator, executive institutions and courts, as well as other conditions that fall beyond the potential control or influence of the respective Party to the Purchase Contract, and directly prevent the performance of the respective liabilities.

The person that substantiates their failure to meet their liabilities with force majeure conditions, shall notify such conditions and causes thereof in writing within 3 (three) days, while indicating the potential deadline for the performance of their liabilities.

10. Settlement of Disputes

10.1. Applicable Law

The Code and the legal norms that are in effect in the Republic of Latvia shall be applicable regarding all and any relations that are associated with the Purchase Contract.

10.2. Out-of-court Dispute Resolution

10.3. The Parties to the Purchase Contract shall inform the Controller of all disputes or claims that arise between the Parties to the Purchase Contract in relation to this Purchase Contract. After the receipt of the information and respective requests, the Controller shall, within the period determined by the Controller, invite the other involved Party to the Purchase Contract to provide their explanations and evidence. After the receipt of explanations and evidence of the other involved Party to the Purchase Contract or the expiry of the period for the submission thereof, the Controller shall draw up a written opinion on the resolution of the dispute that the Controller considers the fairest.

10.4. Dispute Resolution Venue

Any dispute, disagreement or claim arising between the Parties to this Purchase Contract that arises from the Purchase Contract or the Code and is related to violations, termination or invalidity thereof, and which cannot be resolved within 20 (twenty) business days after they have arisen and the opinion of the Controller has been received (depending on which comes last), shall be finally resolved in the court of the Republic of Latvia by jurisdiction.

11. Final Provisions

11.1. Confidentiality

All information that the Parties to the Purchase Contract have obtained about their counterparts before the conclusion of the Purchase Contract and during the effective period of the Purchase Contract including, but not limited to, any information on the accounting and/or financial data of the Party to the Purchase contract or other information shall be confidential and may not be disclosed to third parties, except for the scope of disclosure required in accordance with the regulatory enactments and/or for the purposes of implementation

of the Purchase Contract. The confidentiality requirement shall remain valid for an unlimited period of time and the validity period of the Purchase Contract shall not be applied thereto.

11.2. Personal Data Protection

The Parties to the Purchase Contract undertake to conduct the processing of personal data received from the other Party of the Purchase Contract and to use such data solely in accordance with the 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), and the regulatory enactments of the Republic of Latvia that govern such data processing. The personal data of natural persons shall only be processed for the purposes of Contract performance and only in the amount that is required to perform these functions. The Parties to the Purchase Contract undertake to delete personal data at the request of the respective person or immediately after the requirement to process such data has expired.

11.3. Loss of Effect of the Provisions of the Contract

In the event where any provision of the Purchase Contract ceases to have legal effect, it shall not affect the validity of other provisions of the Purchase Contract, as long as they are not cancelled by the provisions of the Purchase Contract that have lost effect.

11.4. Transfer of liabilities

The Parties to the Purchase Contract are entitled to transfer their rights and duties (completely and/or partially) to third parties by receiving prior written consent of the Controller.

11.5. Conclusion of the Contract and Validity thereof

This Contract shall take effect in accordance with the provisions of Section 5.15 of the Code – i.e., *as of the moment, when the Controller on the Trading Platform has registered harmonised declarations of intent of the Participants, and reported such on the Trading Platform.*

Product Amount Registration and Purchase Price Calculation Form (Quality Report)

Quality Report No.

The Buyer:

The Seller:

Buy Order No.:

Sell Order No.:

Product type:

Period:

Trading location:

Date, time	System ID No.	Source document No.	Truck/trailer Reg. No.	Biomass volume, m³	Wood density, kg/m³	BBiomass weight, kg	Moisture content, %	The lowest Heating value, MJ/kg	Ash content, %	The calorific value of the biomass, MWh/t	Delivered amount of heat energy, MWh	Amount of energy per bulk cubic metre, MWh/ m³	Contractual price, EUR/MWh	Price correction (moisture), EUR/MWh	Price correction (ash), EUR/MWh	Adjusted price, EUR/MWh	Sum total, EUR

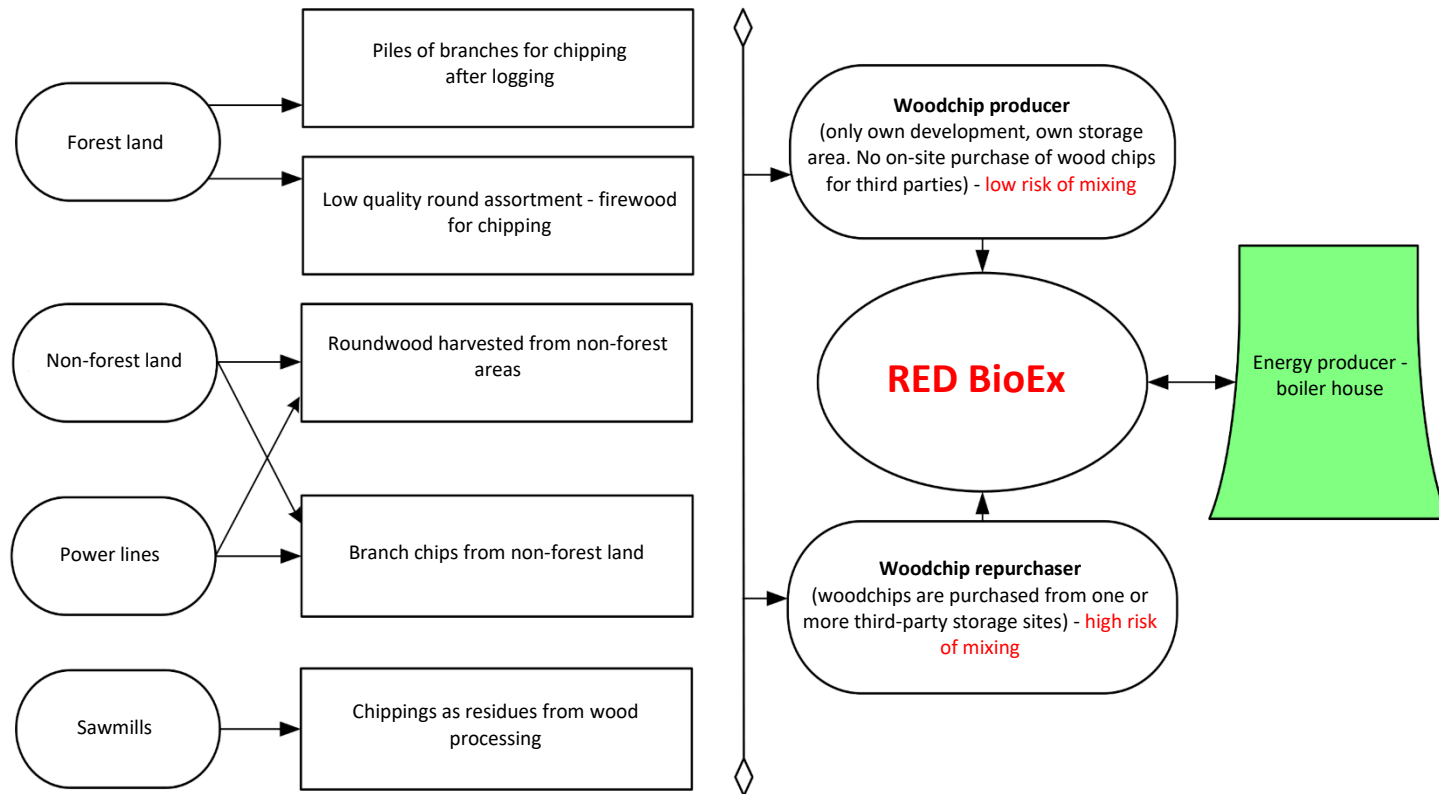
Description of the procedures and solutions of the BioEx SIA energy trading platform according to the RED II criteria

1. This document sets out the requirements for the trading of products on the BioEx SIA energy trading platform (Controller) to the Participants (Buyers), Participants (Sellers) and the Controller by ensuring compliance with:
 - 1.1. sustainability criteria for forest biomass feedstock requirements;
 - 1.2. greenhouse gas emission savings criteria;
 - 1.3. greenhouse gas emission savings calculation criteria;
 - 1.4. compliance justification requirements.
2. The Controller shall be entitled to make changes to this document at its own discretion without prior notice. Participants (Buyers), Participants (Sellers) and the Controller shall be bound by the requirements set out in this document and the applicable laws and regulations (including any subsequent amendments or supplements thereto), including:
 - 2.1. Directive (EU) 2018/2001 of the European Parliament and of the Council of 11 December 2018 on the promotion of the use of energy from renewable sources (Directive).
 - 2.2. Cabinet of Ministers Regulation No. 686 “Regulations on sustainability and greenhouse gas emission savings criteria, criteria for electricity produced from biomass fuels and the procedure for substantiating, certifying and monitoring compliance with these criteria”.
3. The procedure stipulates conditions for the approval of the biomass delivery from:
 - 3.1. forest land;
 - 3.2. non-forest land, including agricultural land;
 - 3.3. co-products (residues) of the wood processing industry.
4. The requirements in this document apply to all entities in the supply chain.
5. The independent examination of the requirements contained in this document shall include all the conditions set out below.
6. **Trade conditions and responsibility for guaranteeing of conformity:**
 - 6.1. Transactions on the Controller’s Energy Trading Platform only with a “RED BioEx” label;
 - 6.2. The Participant (Seller) shall ensure compliance with the conditions;
 - 6.3. The Participant (Buyer) shall acknowledge receipt of each delivery by an appropriate notification;
 - 6.4. The Controller shall monitor the submission of tasks and carry out examinations as required;
 - 6.5. The Controller may approve transactions executed outside the Energy Trading Platform by separate agreement with the Participants.

7. General requirements for ensuring sustainability.

7.1. Only biomass harvested from the types of biomass listed in Section 3 of this document may be delivered;

7.2. Defined potential sources of biomass origin and risks of Participants (Sellers) schematically:



7.3. Only deliveries with the origin of the biomass clearly indicated on the delivery documents are allowed (Cutting certificate No. (hereinafter - CC) or Cadastral No.) The Participant (Seller) shall keep a record of the origin of all volumes supplied in its recordkeeping system;

7.4. Only those deliveries with a clear label of “RED BioEx” on the delivery documents are allowed to Participants (Sellers) approved by the Controller, who have reduced the defined risks, integrated sustainability and risk mitigation measures in biomass extraction, before making a self-declaration to the Controller (Appendix No. 5).

7.5. The Participant (Seller) may replace the “RED BioEx” label with one of the internationally approved certificates of sustainability by appropriately indicating it on the delivery documents. Approved certificate references:

7.5.1. FSC 100% and FSC Mix Credit;

7.5.2. 100% PEFC certified;

7.5.3. SBP compliant biomass;

7.5.4. SURE certified biomass.

7.6. Only biomass originating in the Republic of Latvia may be supplied. Exception - biomass with the country of origin Lithuania or Estonia is also allowed, if the delivery is made with reference to these certificates:

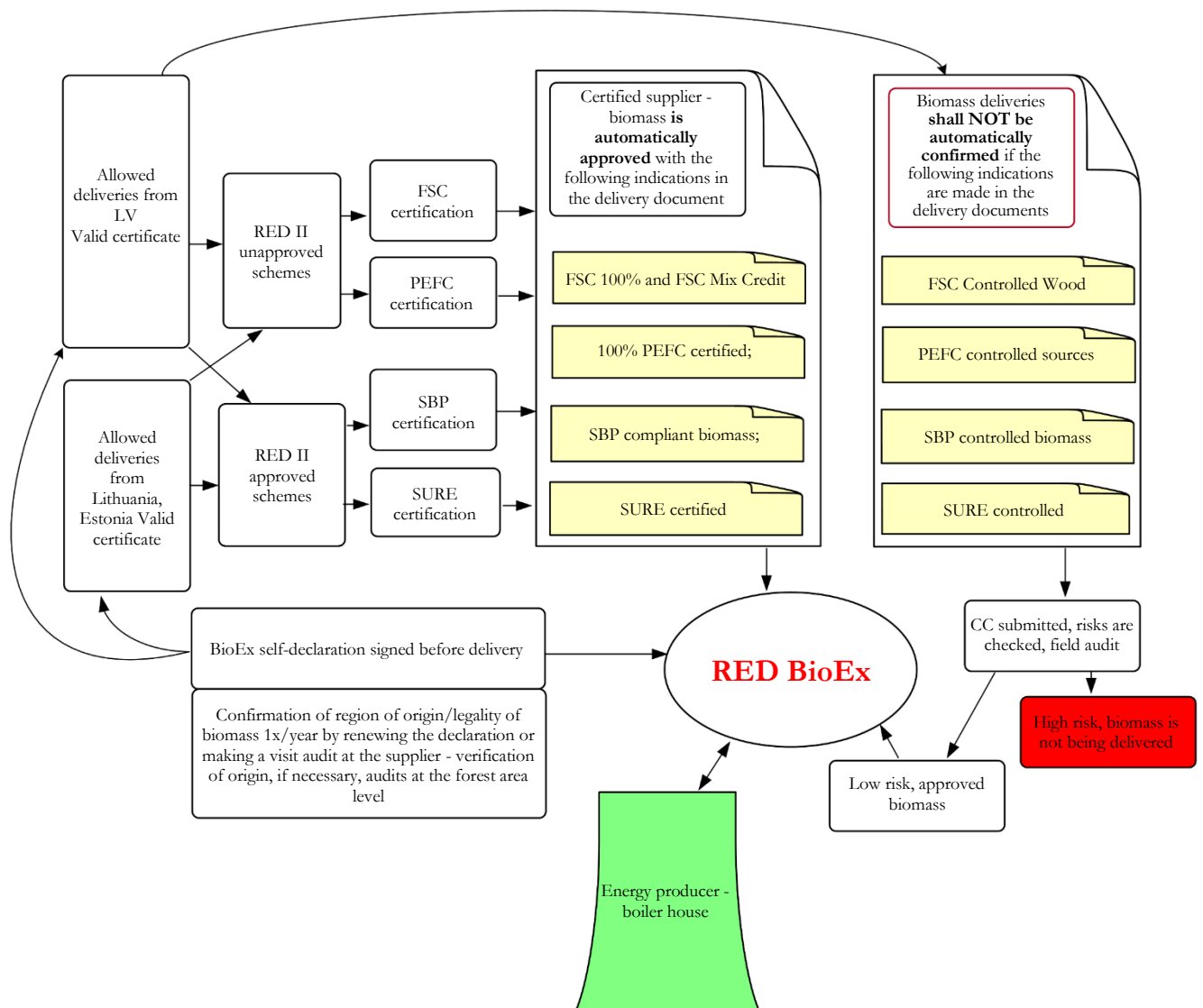
7.6.1. FSC 100% and FSC Mix Credit;

7.6.2. 100% PEFC certified;

7.6.3. SBP compliant biomass;

7.6.4. SURE certified biomass.

7.7. Supply scheme:



7.8. It is prohibited to supply biomass which is imported from Russia and/or Belarus or originating in Russia and/or Belarus during the period of international sanctions imposed by the European Union.

7.9. Delivery of biomass that is labelled FSC Controlled Wood, 100% PEFC Controlled, SBP or SURE controlled without the additional label “RED BioEx” in the delivery notes is prohibited.

8. Sustainability requirements for biomass from forest land:

8.1. The Participant (Seller) shall ensure and be able to prove that biomass extraction from forests at the area level has been carried out in accordance with sustainable forest management that ensures:

8.1.1. legality of the production activities;

8.1.2. reforestation in development areas;

8.1.3. the protection of areas designated for nature conservation purposes (including wetlands and peatlands) by international or national laws or by a decision of the relevant competent authority, unless there is evidence that the development of raw materials concerned does not interfere with said nature conservation purposes;

8.1.4. that development is carried out to minimise adverse impacts, while preserving soil quality and biodiversity;

8.1.5. that the development maintains or improves the long-term productivity of the forest.

9. Biomass requirements for biomass harvested from non-forest land.

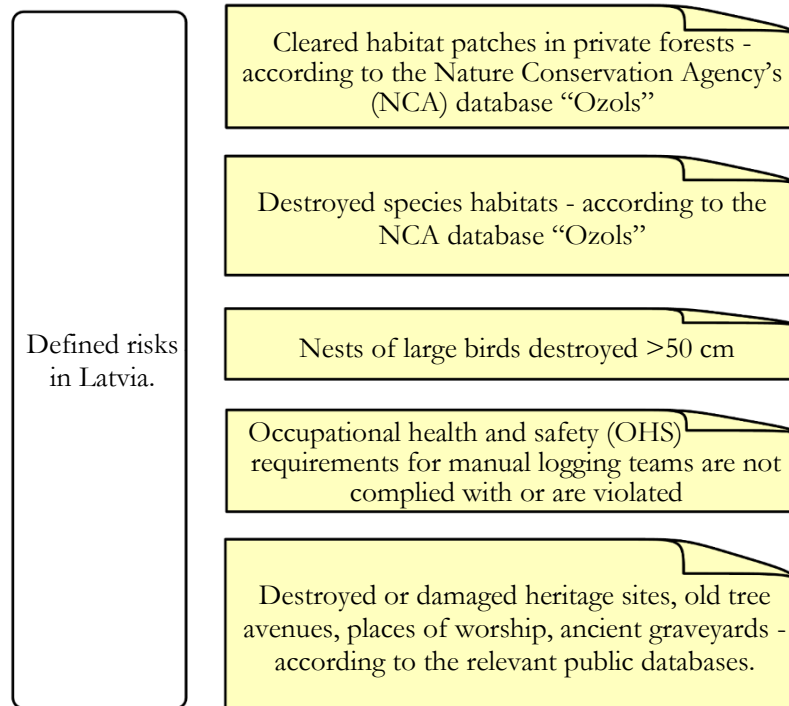
9.1. The Participant (Seller) shall ensure and be able to demonstrate that the harvesting of biomass from non-forest land at the cadastral level is sustainable, which ensures:

9.1.1. legality of the production activities;

9.1.2. that development is carried out to minimise adverse impacts, while preserving soil quality and biodiversity;

9.1.3. if Biologically Valuable Grassland is indicated in the relevant cadastre in the Nature Data Management System “Ozols” (hereinafter referred to as “Ozols”), it shall be checked whether there is any damage to the understorey that could affect the natural habitat of the Grassland species and, if necessary, written confirmation from the Grassland experts shall be obtained.

10. If any of the Risks below are violated, the biomass is not labelled with “RED BioEx”



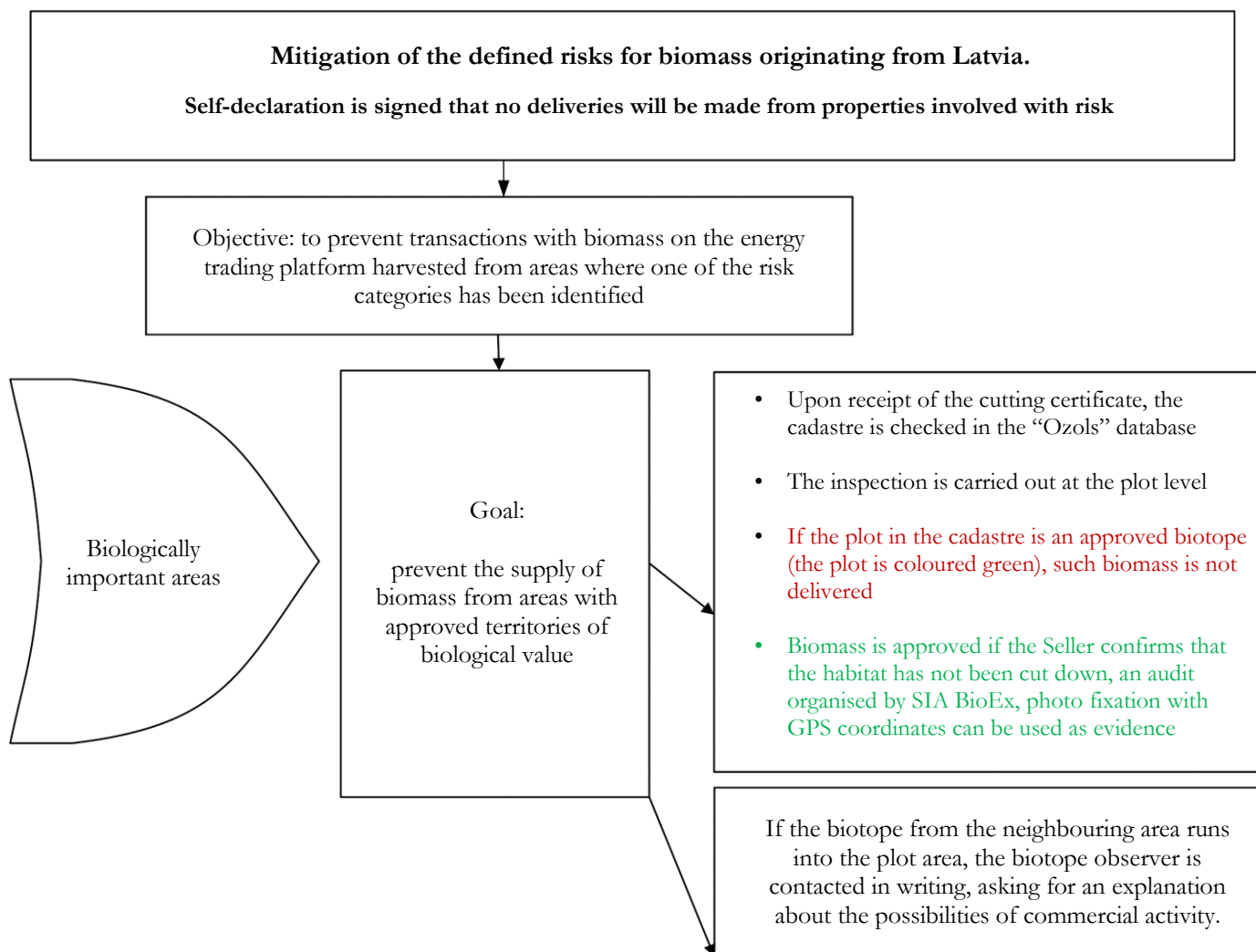
11. Biomass is not supplied from areas designated for nature conservation purposes that are negatively impacted:

11.1. Areas serving nature conservation purposes, including wetlands and peatlands designated for nature conservation purposes by law or by decisions of the competent authority, and land designated by the European Commission for the protection of rare, threatened or endangered ecosystems. The different areas are distinguished according to their area, conservation functions and conservation objectives. Biomass is not supplied from the following protected areas based on national restrictions:

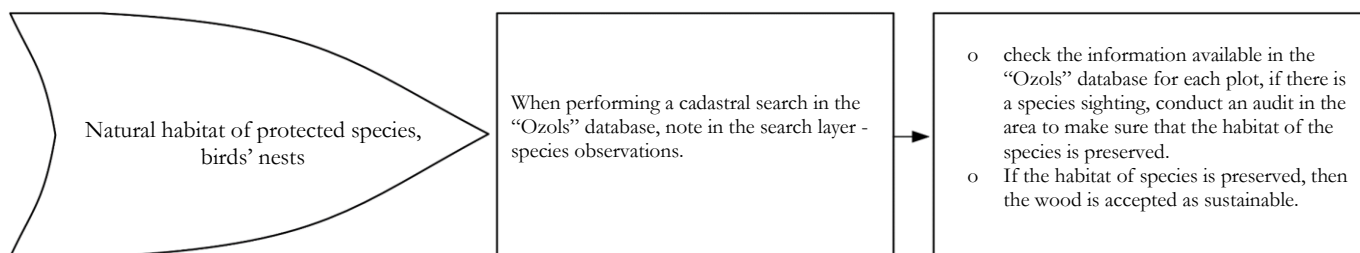
- 11.1.1. Nature reserves;
- 11.1.2. National parks;
- 11.1.3. Biosphere reserves;
- 11.1.4. Landscape reserves;
- 11.1.5. Nature conservation parks;
- 11.1.6. Protected areas designated as NATURA 2000 sites.

11.2. Biomass may be supplied that meets nature conservation objectives if evidence is provided that the production of this feedstock does not have a significant impact on nature conservation objectives. The Participant (Seller) shall inform the Controller and document if forestry activities are performed and biomass is harvested from the above areas,

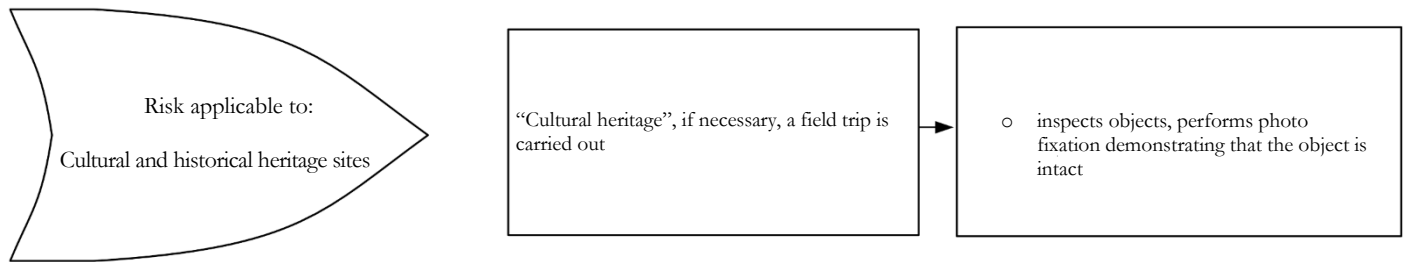
12. Biotope risk. Verification mechanism to exclude the supply of non-compliant biomass



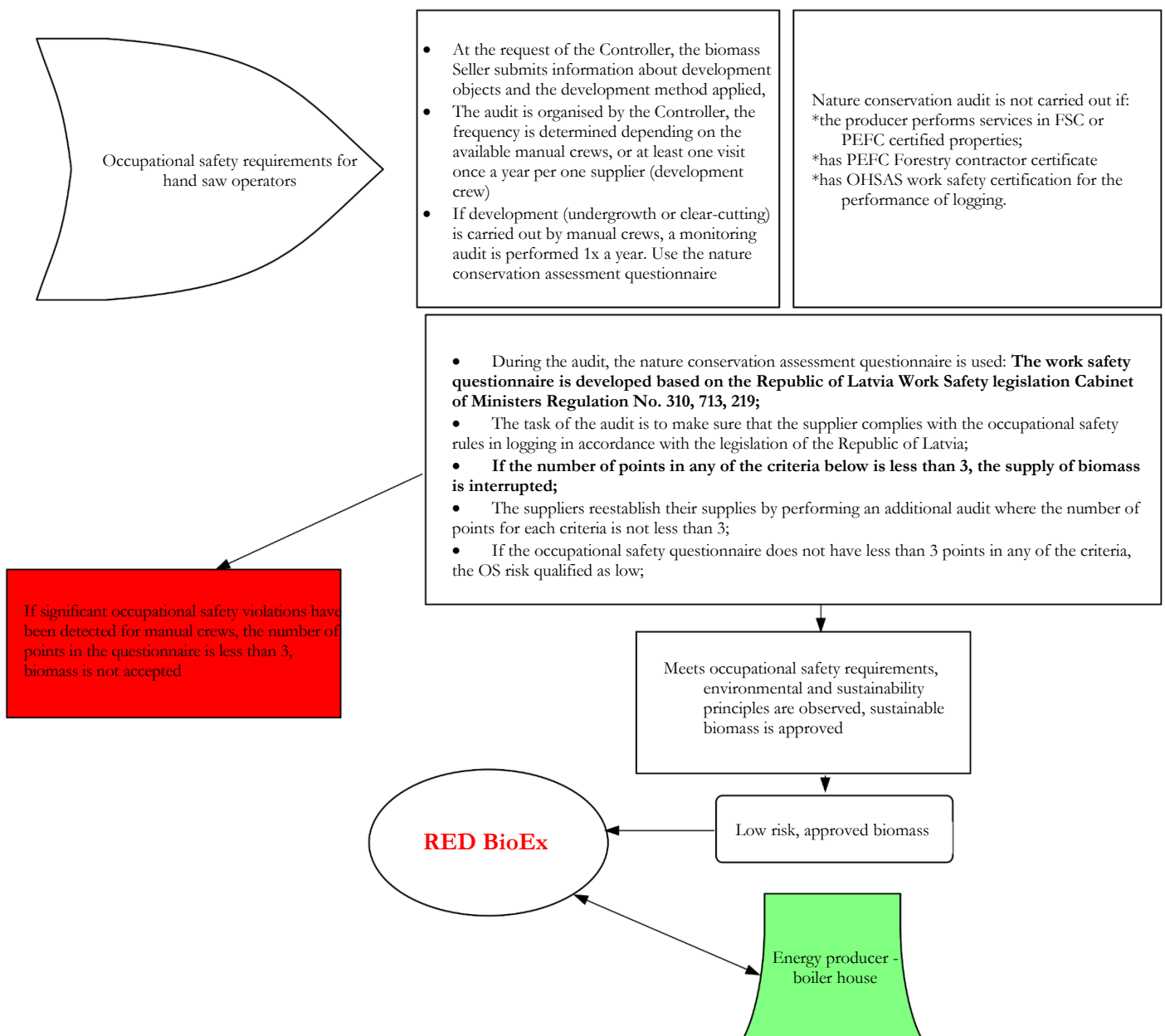
12.1. Species habitats. Verification mechanism to exclude the supply of non-compliant biomass



12.2. Heritage sites. Verification mechanism to exclude the supply of non-compliant biomass



12.3. Meeting occupational safety (OS) requirements in logging, non-forest land development for hand saw operators.



13. Biomass after processing (sawmills) as wood residues:

13.1. In order to supply biomass labelled “RED BioEx” as wood residues after primary or secondary processing, it must comply with one of the international certificates recognised by the European Commission in accordance with Article 30(4) of Directive (EU) 2018/2001 and if they comply with sustainability requirements;

13.2. The biomass Seller submits the Controller a list of processing companies from which biomass is supplied;

13.3. Only biomass obtained as wood residues after processing meets the requirements of the Directive;

13.4. Additional amount of chipped biomass obtained elsewhere is not allowed and is not approved by the Controller with the label “RED BioEx”;

13.5. Sawmills have a mass balance introduced that includes and sells only low-risk biomass;

13.6. The Participant (Seller) has signed an agreement with the sawmill on the supply of secondary material, which ensures:

13.6.1. verification of biomass origin and compliance with processing volume;

13.6.2. consent to an audit by the Controller or a third party for volume verification to guarantee that the biomass corresponds to the amount of processing obtained in the production process;

13.7. During the audit, the volumes purchased by the sawmill, the calculation of processing coefficients, the useful output per production and the calculated output of wood residues are checked;

13.8. The difference in the permissible amount of biomass during the one-month test period is 10%.

14. Mass balance system description

- 14.1. Applies to the Participant (Seller) who delivers from biomass storage areas;
- 14.2. The Participant (Seller) implements and maintains the mass balance system, ensures the availability of information for the Controller's audit.
- 14.3. Mass balance is carried out at:
 - 14.3.1. biomass production at the storage site;
 - 14.3.2. purchasing zones;
 - 14.3.3. sawmills;
 - 14.3.4. is registered and recorded in bulk m³ (bulk cubic metres) or tonnes.
- 14.4. The mass balance is calculated accordingly:
 - 14.4.1. volume of purchased, produced biomass mixed with various types of biomass;
 - 14.4.2. the amount of biomass that meets the requirements of the Directive is listed separately and distributed in a document;
 - 14.4.3. the amount of the corresponding biomass with a minus sign is not allowed;
 - 14.4.4. the mass balance is calculated within not longer than 3 months;
- 14.5. The difference in the permissible amount of biomass during the one-month test period is 10%.

15. Confirmation of compliance and monitoring.

- 15.1. In order to confirm the legality of the origin and/or compliance of the Participant's (Seller) biomass with sustainability criteria with the label in the documents "RED BioEx", the Controller reserves the right to conduct biomass origin and risk assessment audits at the Seller and its subcontractors;
- 15.2. Audits are carried out on a random basis, evaluating each Participant (Seller), as well as ensuring a reliable, transparent supply of biomass in compliance with the requirements of the Directive and the Controller's conditions for sustainable biomass;
- 15.3. The audit assesses the Seller's level of reliability in categories 1-3:
 - 15.3.1. Reliability Level 1 - information on the origin of all biomass is not available, a reliable data recording system is not established, risks are not minimised, biomass is harvested from sites where habitats are not conserved, or any of the defined risks are not addressed;
 - 15.3.2. Reliability Level 2 - information on the origin of all biomass is available, a reliable data recording system is fully established, however risks are not minimised in full, there is a risk that

biomass is harvested from sites where habitats are not conserved, or any of the defined risks are not addressed;

15.3.3. Reliability Level 3 - the company is internationally certified, has a clear supply chain, information on the origin of all biomass is available, a reliable recordkeeping system is fully established, risks are mitigated, biomass is harvested from cadastral areas where habitats are conserved;

15.4. The planned annual audit of Participants (Sellers) is calculated according to the formula $0.8 \cdot \sqrt{x}$ (x- number of Sellers).

15.5. Sustainability validation audits for the amount of biomass harvested on forest or non-forest land:

15.5.1. At least five (5) days prior to the visit, the Controller's representative contacts the Participant (Seller) via telephone about the date, time and place of the meeting, where the Participant's (Seller) documents and biomass extraction records are available;

15.5.2. Examine documents and the compliance of the volume to bulk m³/ha;

15.5.3. The legality of extraction, according to the amount of biomass extraction;

15.5.4. Checked cutting certificate and prints from the "Ozols" database;

15.5.5. Conduct field audits in development plots;

15.5.6. Prepares an audit report signed by the Participant (Seller);

15.5.7. If "Substantial" or "Insubstantial" violations are detected, the action is defined in the scheme below;

15.5.8. Biomass is not accepted with "RED BioEx" reference, if:

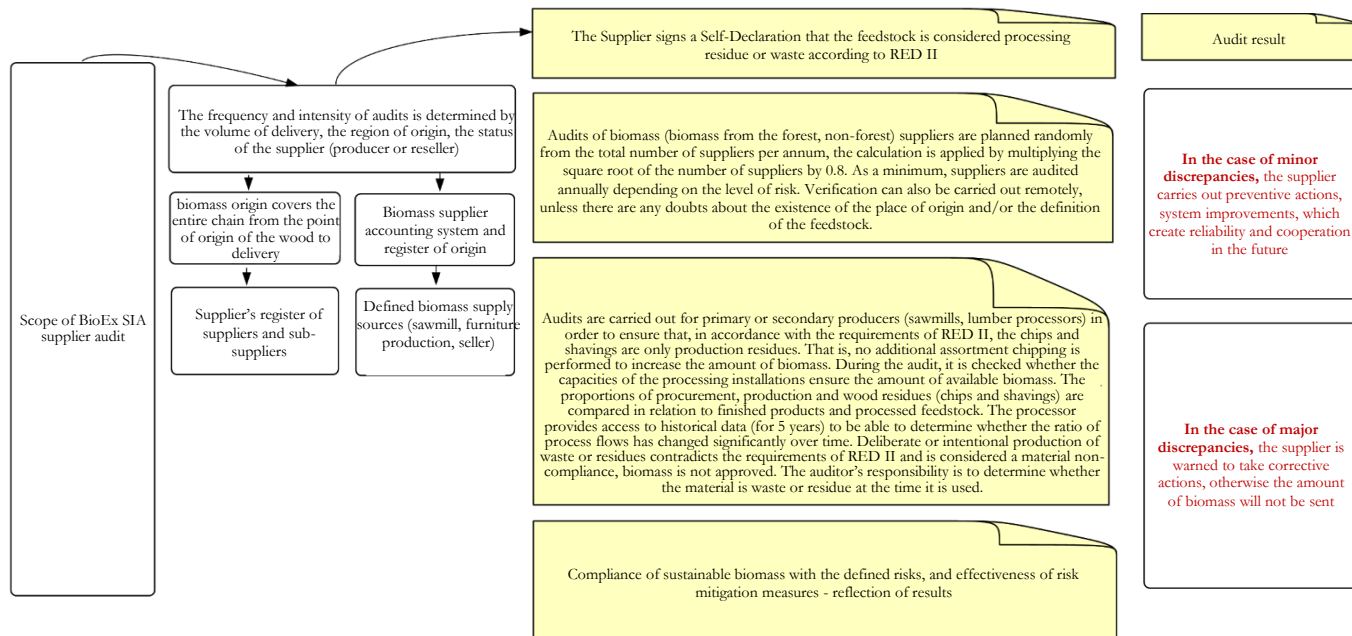
15.5.8.1. not all randomly requested documents are available,

15.5.8.2. biomass does not meet sustainability criteria,

15.5.8.3. the Seller is unable to present an effective system for tracking the origin of biomass extraction,

15.5.8.4. the mass balance amount has been exceeded.

15.6. General Seller audit scheme:



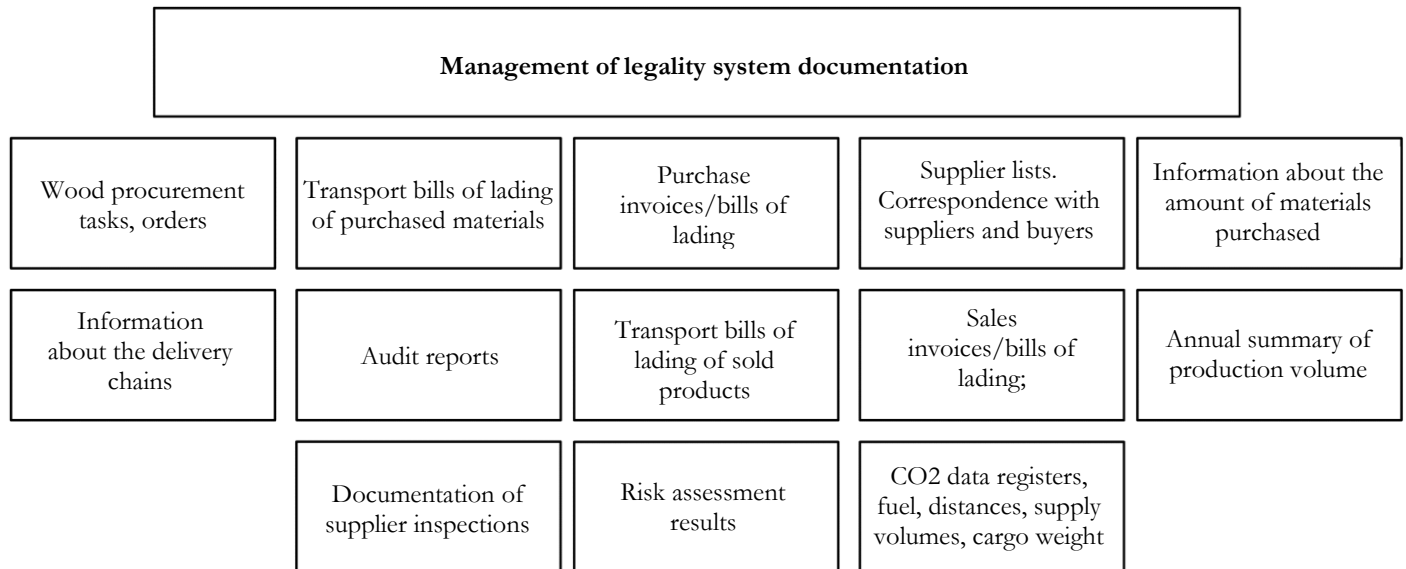
16. Data, document registers:

16.1. The Participant (Seller) shall keep the confirmation of documents related to the supply of biomass for no less than 10 (ten) years from the date of entry into force of these documents.

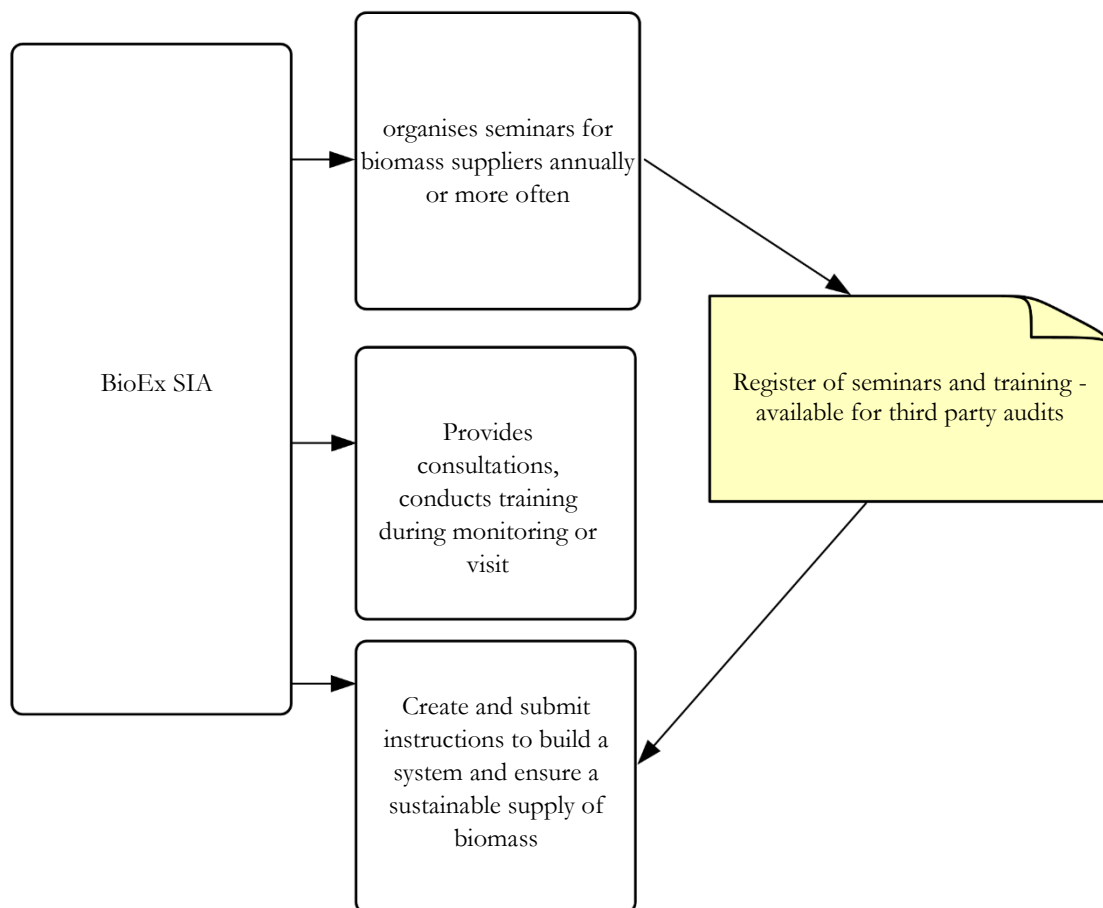
16.2. All entities must have a document management system in place that can be verified during audits.

In order to ensure compliance with the laws and regulations, all economic actors must submit appropriate documentation. All documents must be stored in the document management system for at least 10 (ten) years from the date of their entry into force, regardless of other legal requirements regarding the storage period.

16.3. Documents stored and accessible to third-party auditors:



17. Vendor competence and training.



18. Data collection and calculation of greenhouse gas (hereinafter - GHG) emissions savings

- 18.1. Applies only to deliveries to Participants (Buyers) whose facilities have started producing heat from solid biomass after 2 November 2022.
- 18.2. The Participant (Buyer) shall notify the Controller of the need for the fulfilment of these conditions in the special terms of the trade assignment.
- 18.3. Calculation of greenhouse gas emissions:
- 18.3.1. If forest biomass is used in installations for the production of electricity or heat, which must reduce greenhouse gas emissions or voluntarily wish to create a greenhouse gas balance, information on greenhouse gas emissions related to their production must be provided at the level of forestry operations. Greenhouse gas emissions from forest biomass can be determined as follows, taking into account the requirements of Directive (EU) 2018/2001:
- 18.3.1.1. based on actual values,
- 18.3.1.2. using approved default values,
- 18.3.1.3. using a combination of actual and default values,
- 18.3.2. GHG emissions from the production of feedstock include GHG emissions from the production of biomass, GHG emissions from the production of used chemicals and other relevant substances and raw materials, and are expressed in grams of CO₂ equivalent per kilogram of raw material dry matter,
- 18.3.3. GHG emissions data must include accurate data on all relevant elements of the emission calculation formula (if applicable) in accordance with Directive (EU) 2018/2001,
- 18.3.4. The Participant (Seller) records and calculates and submits data to the Energy Producer for the total CO₂ calculation,
- 18.3.5. Each volume involved in the transaction must contain information on GHG emissions, including accurate data on all relevant elements of the emissions calculation formula,
- 18.3.6. If actual values are not used, information on the amount of GHG emissions regarding the supply chain is only sent at the last stage of processing. If there have been unrecorded emissions at any stage of the supply chain and therefore the calculation of the actual value for operators is no longer possible, this must be clearly stated,
- 18.3.7. GHG data average value:
- 18.3.7.1. calculating of the average GHG data is not permitted if a combined shipment is delivered to the customer. The initial GHG value for each component of the shipment can be attributed to a similar amount of outgoing material. As an alternative, the worst GHG indicators can be used;
- 18.3.7.2. Each individual GHG value must be specified in the documents sent to the customer (buyer) or the highest GHG value can be used for the entire shipment. Other

sustainability data, such as country of origin and type of feedstock, can be grouped if they are identical.

18.4. Reporting on GHG emissions:

18.4.1. GHG emissions are reported by using appropriate units of measurement. They are:

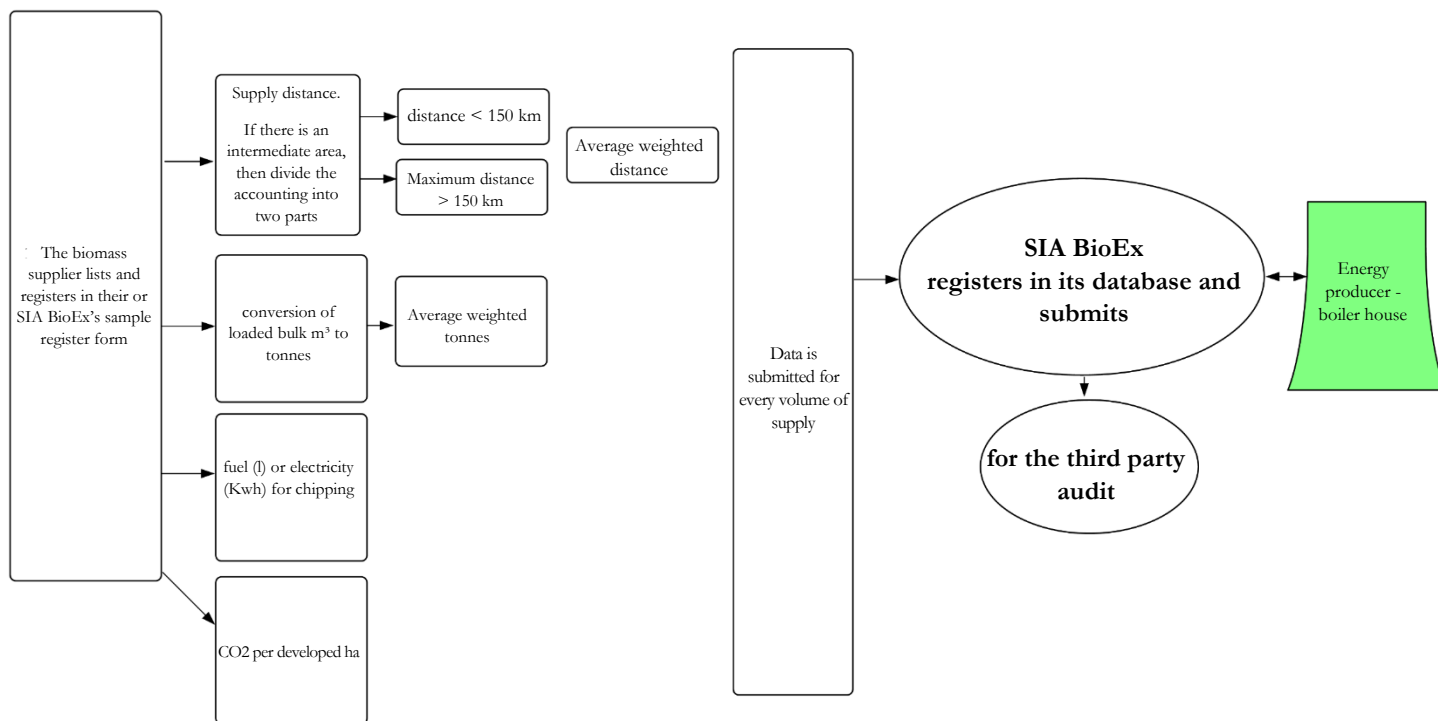
18.4.1.1. 1. g CO₂eq/dry tonne for raw materials and intermediates,

18.4.1.2. 2. g CO₂eq/MJ of final energy product (electricity or heat) for electricity and heat produced.

18.4.2. If default values are used, GHG emissions information should only be reported for the final fuel and can be reported as a total. Where applicable, both the process technology and the feedstock used shall be indicated:

18.5. The Participant (Seller) shall record, and the Controller or a third party audit shall verify the compliance of the data submitted;

18.6. The Participant (Seller) registers and lists the following data for each volume according to the scheme:



18.7. For the purposes of Article 29(10) of the RED-II Directive, the methodology specified in Part B of Annex VI of Directive (EU) 2018/2001 (REDII) shall be used for the calculation of GHG emissions from solid biomass for electricity and heat production. This methodology is supplemented in this guidance document.

18.8. GHG emissions from the production and use of biomass products that are converted into electricity, heat and cooling energy are calculated based on the calculation.

$$E = eec + el + ep + etd + eu - esca - eccs - eccr$$

where

E = total emissions in the use of the liquid biomass before energy transformation;

eec = emissions from cultivation and harvesting of feedstock (LVNI “Silava” data)

el = annualised emissions resulting from carbon-stock changes caused by land-use change;

ep = emissions from processing;

etd = emissions from transport and distribution;

eu = emissions from the use of liquid biomass;

esca = emissions savings from soil carbon accumulation via improved agricultural management; eccs = emissions savings from the capture and geological storage of carbon dioxide; and

eccr = emissions savings from carbon dioxide capture and replacement.

Emissions from machinery and equipment production is not taken into account.

Biomass waste and residues, including branches, processing residues, are considered to have zero life cycle greenhouse gas emissions up to the collection process of these materials, regardless of whether they are processed into intermediate products before being processed into a final product.

GHG emissions are converted into dry biomass product. The GHGs to be included in the GHG calculation are CO₂, N₂O and CH₄.

To calculate CO₂ equivalent, in accordance with RED-II, these gases are weighted as follow:

1 - CO₂, 25 - CH₄ and 298 - N₂O.

19. Controller's report

- 19.1. The Controller shall prepare and send the Participant (Buyer), by 1 March each year, a report on the amount of biomass delivered in the preceding year with the corresponding label “RED BioEx”, correspondingly complying with the conditions referred to in Clause 1.
- 19.2. The Controller shall, within 30 (thirty) days of the written request of the Participant (Buyer), prepare and send a report on other requested delivery periods.
- 19.3. The Controller shall ensure that the “RED BioEx” biomass delivery volume is indicated in the Trade invoice issued in accordance with the Trading Platform Code.

**The Participant's self-declaration according to Directive (EU) 2018 of the European Parliament and of the Council of 2018/2001 11 December on the promotion of the use of energy from renewable sources
for submission to SIA BioEx, registration No.: 40203396165**

Both the Participant and the Manager support the requirements and measures of the European Parliament and Council Directive (EU) 2018/2001 of 11 December 2018 on the promotion of the use of energy from renewable sources (hereinafter - Directive) for ensuring sustainable biomass supplies and the procedures and solutions developed by the Manager to ensure compliance with RED II criteria.

1. In all its activities, the Participant undertakes to observe the applicable local and international laws and regulations and the paragraphs of this declaration, as well as to inform all involved employees and subcontractors about the content of this declaration, and to ensure that the biomass supplied as part of the transactions concluded on the trading platform of SIA BioEx complies with these conditions.
2. The Participant undertakes to comply with the following rules and in its activity sells only such biomass:
 - a. which was not obtained during logging thus significantly negatively affecting the quality of the environment, its functions and forest elements of high value;
 - b. which is of a legal origin;
 - c. in respect of which it is possible to prove and trace its legal origin;
 - d. which is not obtained from habitat areas;
 - e. during the extraction of which, the nests and habitats of large bird species have been preserved;
 - f. when obtaining, the occupational safety requirements in logging have been met;
 - g. during the harvesting of which the cultural and historical objects have been preserved;
 - h. during the extraction of which the wet depressions have been preserved;
 - i. during the extraction of which the old boreal type of forests are preserved;
 - j. which is not obtained from stumps by deforesting swamps;
 - k. which is not obtained from genetically modified trees;
 - l. during the harvesting of which the requirements set by the local population have not been violated while logging.
3. The Participant undertakes to only supply biomass obtained in accordance with the effective national laws and regulations and generally accepted forest management practice.
4. At the Manager's request, the Seller undertakes to identify the origin and region of all supplied biomass, providing access and presenting copies of documents identifying the origin of the biomass supplied by the Manager.

5. The Participant undertakes to only perform deliveries from the regions designated by the Manager.
6. In the event that biomass is supplied through intermediaries, the Participant undertakes to ensure origin audits, present documents to the Manager confirming the compliance obligations of the timber for each stage of supply. The Participant ensures that the Manager or an authorised representative of a third party can check any person involved in the supply chain at any time to ensure that the content of this declaration is being followed.
7. The Participant undertakes to provide written information on the origin of biomass within 7 (seven) days of the Manager's request and undertakes to keep complete information regarding the origin of timber delivered with the reference "RED II compliant" for at least 10 (ten) years from the moment of delivery. If the Participant has supplied FSC, PEFC, SBP, SURE-certified biomass, documents certifying the origin of biomass must be kept for at least 5 (five) years from the moment of delivery.
8. The Participant agrees that the Manager or a third-party auditor may verify compliance with these rules. If the region of origin of the biomass supplied by the Participant is considered as being of "uncertain" or "significant" risk, or complaints have been received, the Participant allows the Manager and/or an independent audit institution to carry out an inspection of the origin of the biomass supplied by the Participant, if the biomass was supplied through an intermediary, including all members of the supply chain in the inspection.

Upon signing this declaration, the Participant shall confirm that it has read and understood its contents and undertakes to fulfil its conditions set forth according to the Directive.

Participant:	
Type of business	
Country of Registration	
Name	
Registration number	
Registered address	

Name, Surname	
Grounds for representation	
Date, Signature	

Annex No. 6 Weekly/daily Thermal energy special provisions of the market model

Available only in original language

Nedēļas/ikdienas siltumenerģijas tirgus modeļa speciālie noteikumi

Šis pielikums (turpmāk – **Siltumenerģijas tirgus noteikumi**) nosaka speciālus noteikumus Tirdzniecības platformas ietvaros izveidotajam Nedēļas/ikdienas siltumenerģijas tirgus modelim. Pretrunu gadījumā ar citiem Kodeksa noteikumiem, piemērojami Siltumenerģijas tirgus noteikumi.

1. Siltumenerģijas tirgus noteikumos lietotie termini:

Siltumenerģijas noteikumos ir lietoti šādi termini:

- 1) **Ražotājs** – Dalībnieks - siltumenerģijas ražotājs;
- 2) **Operators** – Dalībnieks - siltumapgādes sistēmas operators, kas savā licences darbības zonā iepērk siltumenerģiju no Ražotājiem;
- 3) **Tirdzniecības diena** – laika periods no plkst.00:00 līdz nākamās dienas plkst.00:00;
- 4) **Tirdzniecības nedēļa** – laika periods no sestdienas plkst.00:00 līdz nākamās kalendārās nedēļas sestdienas plkst.00:00.
- 5) **Dominējošais Ražotājs** – Dalībnieks – siltumenerģijas ražotājs, kura tirgus daļa vairākkārt pārsniedz pārējo neatkarīgo siltumenerģijas ražotāju tirgus daļu;
- 6) **Ražotāja maksimālā slodze** – slodze, ko Tirdzniecības platformā reģistrē Pārzinis atbilstoši Operatora norādījumiem;
- 7) **Ražotāja minimālā slodze** - slodze, ko Tirdzniecības platformā norāda Ražotājs, kas nedrīkst būt lielāka kā 40% no Ražotāja maksimālās slodzes. Pilotprojekta ietvaros Ražotāja minimālā slodze nedrīkst būt lielāka kā Ražotāja maksimālā slodze. Pilotprojekta laikā Ražotāja norādītā minimālā siltumslodze tiek piemērota visos iepirkuma procedūras posmos.
- 8) **Siltumslodzes balansēšana** - Ražotāju, tai skaitā Dominējošā Ražotāja, ražošanas jaudu samazināšana, palielināšana, tai skaitā ar ražošanas iekārtu iedarbināšanu vai apturēšanu, izpildot Operatora norādījumus, ar mērķi nodrošināt siltumenerģijas ražošanas slodzi atbilstoši mainīgajam siltumapgādes sistēmas pieprasījumam.
- 9) **Pilotprojekts** – Siltumenerģijas tirgus Noteikumi 2025.gada vasaras periodam, par kuru stāšanos spēkā Operators informē Ražotājus atsevišķi.

Citi termini tiek lietoti Kodeksā norādītajā nozīmē.

2. Nedēļas/ikdienas siltumenerģijas tirgus modeļa mērķis

Nedēļas/ikdienas siltumenerģijas tirgus modelis izstrādāts ar mērķi samazināt iepērkamās siltumenerģijas cenu. Tas ļauj izmantot iespējas, ko sniedz ikdienas elektroenerģijas tirgus un no tā atkarīgais mainīgais koģenerācijas iekārtu siltumenerģijas ražošanas apjoms, gan arī ļauj saglabāt iespējas stabilai biokurināmā ūdens sildkatlu katlu māju darbībai.

Nedēļas/ikdienas siltumenerģijas tirgus modelis balstīts uz dinamisko izsoli Tirdzniecības platformā ar lejupejošu cenas soli, kas tādējādi samazina Operatora iesaisti iepirkumā, padara ērtāku iepirkumu Ražotājiem, radot iespēju efektīvi reaģēt uz konkurējošu Ražotāju darbībām un koriģēt siltumenerģijas piedāvājumu cenu.

Pilotprojekta ietvaros. Nedēļas/ikdienas siltumenerģijas tirgus izstrādāts ar mērķi samazināt iepērkamās siltumenerģijas cenu un Ražotājiem dot iespējas piedāvāt atlikuma siltumenerģiju vasaras periodā, ko rada ikdienas elektroenerģijas tirgus un no tā atkarīgais mainīgais koģenerācijas iekārtu siltumenerģijas ražošanas apjoms.

3. Nedēļas/ ikdienas siltumenerģijas tirgus darbības pamatprincipi

3.1. Iepirkumu daļas

Nedēļā plānotais siltumenerģijas iepirkums tiek sadalīts 2 daļās:

- Nedēļas iepirkuma procedūra;
- Ikdienas iepirkuma procedūra.

3.2. Plānotais siltumenerģijas ražošanas apjoms un maksimāli pieļaujamā siltumenerģijas cena nedēļas iepirkuma procedūras ietvaros

Plānoto siltumenerģijas ražošanas apjomu (siltumslodzi) nosaka Operators, izmantojot Latvijas Vides ģeoloģijas un meteoroloģijas centra meteoroloģisko prognozi.

Pilotprojekta ietvaros Nedēļas iepirkuma procedūras apjoms (caurplūde nepārsniedz 8000 m³/h) tiek noteikts kā viss Rīgas pilsētas Labā krasta siltumtīklu plānotais maksimālais siltumenerģijas ražošanas apjoms. Iepirkuma apjoms (siltumslodze) tiek paredzēts nemainīgs visai iepirkuma nedēļai.

Maksimāli pieļaujamā siltumenerģijas cena atbilst Sabiedrisko pakalpojumu regulēšanas komisijas apstiprinātam attiecīgā perioda zemākajam ražošanas tarifam Dominējošajam Ražotājam. Gadījumā, ja Tirdzniecības nedēļā mainās kalendārais mēnesis un Operators nav saņēmis jaunu cenas augšējo robežu no Dominējošā Ražotāja, Operators Tirdzniecības platformā norāda zināmo Dominējošā Ražotāja cenas augšējo robežu, līdz Operatoram tiek iesniegta jauna cenas augšējā robeža no Dominējošā Ražotāja.

3.3. Ikdienas iepirkuma procedūras apjoms

Ikdienas iepirkuma procedūras apjomu nosaka Tirdzniecības platforma no nedēļas iepirkuma procedūrā tiesības ražot ieguvušo Ražotāju (atskaitot Dominējošā Ražotāja) piedāvājumu siltumenerģijas apjoma (siltumslodzes) atskaitot siltumenerģijas apjomu (siltumslodzi), kas atbilst 40% no nedēļas iepirkuma procedūrā tiesības ražot ieguvušo Ražotāju (atskaitot Dominējošā Ražotāja) maksimālās atļautās slodzes (šai slodzei atbilstošu siltumenerģijas apjomu).

Pilotprojekta ietvaros Ikdienas iepirkuma procedūras apjomu nosaka Tirdzniecības platforma. Šis apjoms atbilst nedēļas kopējam iepirkuma daudzumam, ko attiecīgajai nedēļai ir norādījis Operators, sadalītam proporcionāli pa katras dienas daļu.

3.4. Izsoles metode

Nedēļas un ikdienas iepirkuma procedūrā Ražotāju cenu piedāvājumi tiek izvēlēti dinamiskajā izsolē ar lejupejošu cenas soļa metodi, izmantojot Tirdzniecības platformu. Ja izsoles rezultātā Ražotāji piedāvā siltumenerģiju ar vienādu cenu, no piedāvājumiem tiek izvēlēts piedāvājums, kas ir iesniegts agrāk.

3.5. Rīcība Ražotāju piedāvājumu neiesniegšanas gadījumā

Ja Ikdienas iepirkuma procedūrā netiek iesniegti Ražotāju piedāvājumi, tad Ražotāji nākamajā diennaktī turpina darbu atbilstoši nedēļas iepirkuma procedūras rezultātiem. Ja ikdienas iepirkuma procedūrā tiek iesniegti piedāvājumi par daļu no iepirkuma apjoma, tad Ražotāju slodzes samazinājums tiek noteikts pēc ekonomiskā pakāpeniskuma principa.

3.6. Ikdienas iepirkuma pārtraukšana vasaras periodā

Ikdienas iepirkums tiek pārtraukts vasaras periodā, kad siltumslodzes samazināšanās dēļ ikdienas iepirkuma procedūra tehniski nav iespējama, ņemot vērā ražošanas iekārtu minimālās slodzes un balansēšanas slodžu diapazonu (apkures sezonas beigas). Apkures sezonas beigas fiksē Operators atbilstoši Operatora metodikai, kas var tikt norādīta Tirdzniecības platformā. Par apkures sezonas beigu faktu tiek paziņots Tirdzniecības platformā.

Pilotprojekta ietvaros ikdienas iepirkums netiek pārtraukts.

3.7. Siltumslodzes balansēšana vasaras periodā

Siltumenerģijas iepirkuma procesā Operators uzrauga Ražotāju ražošanas slodžu atbilstību mainīgajam siltumenerģijas pieprasījumam un organizē Siltumslodzes balansēšanu saskaņā ar ekonomiskā pakāpeniskuma principu.

Operatoram, ievērojot ekonomiskā pakāpeniskuma principu, ir tiesības samazināt Ikdienas siltumenerģijas iepirkuma procedūrā ieguvušo Ražotāju slodzes vai uzdot apturēt kāda Ražotāja darbību, ja nav piedāvāts viss nepieciešamais Ikdienas iepirkuma apjoms, ar mērķi nodrošināt tā Ražotāja darbību, kas veiks Siltumslodzes balansēšanu.

4. Nedēļas iepirkuma noteikumi

- 4.1. Informācija par siltumenerģijas nedēļas iepirkuma apjomu un maksimāli pieļaujamo siltumenerģijas cenu
Operators līdz katras nedēļas trešdienas plkst. 16:00 Tirdzniecības platformā ievieto siltumenerģijas nedēļas iepirkuma apjomu un maksimāli pieļaujamo siltumenerģijas cenu atbilstoši šo Siltumenerģijas tirgus noteikumu 3.2.punktā aprakstītajiem noteikumiem.
- 4.2. Piedāvājumu iesniegšana Kvalifikācija nedēļas izsolei
Ražotāji līdz katras nedēļas ceturtdienas plkst.10:00 Tirdzniecības platformā iesniedz piedāvājumu par siltumenerģijas apjomu un tās cenu iepirkuma procedūrā nākamajai Tirdzniecības nedēļai. Ražotāji piedāvājumu var iesniegt vairākās daļās ar atšķirīgu cenas piedāvājumu katrai daļai. Piedāvājuma iesniedzamo daļu skaits - ne lielāks par 10 daļām; minimālais daļas apjoms atbilst 1MW slodzei. Kopējais Ražotāja iesniegtais apjoms nedrīkst būt lielāks par Ražotāja maksimālo slodzi.
- 4.3. Nedēļas iepirkuma dinamiskā izsole
Ražotāji no katras nedēļas ceturtdienas plkst.10:00 līdz plkst.11:00 piedaloties dinamiskajā izsolē ar lejupejošu cenu soli var samazināt savu iesniegto piedāvājumu cenas. Cenu katru reizi var samazināt ne mazāk kā par 0,1 EUR (desmit eiro centi). Cenas samazināšanai tiek dots laiks - 2 minūtes, sākot no izsoles etapa sākuma. Cenas samazināšanas laiks tiek pagarināts par 2 minūtēm pēc katra cenu samazinājuma uzdevuma ievadīšanas brīža, ja tas ietekmē tirdzniecības rezultātus, taču ne ilgāk kā līdz izsoles etapa beigām.
- 4.4. Pieprasījumi Ražotājiem
Tirdzniecības platforma katras nedēļas ceturtdienā plkst.13:00, izsniedz Operatoram izsoles rezultātus un Ražotājiem rezultātus ar attiecīgo pieprasījumu par siltumenerģijas iepirkuma daudzumu nākamajai Tirdzniecības nedēļai par Ražotāju piedāvāto cenu.
- 4.5. Iesniegšanas kārtība svētku dienās
Ja kāda Siltumenerģijas tirgus noteikumos minētā nedēļas diena ir svētku diena, Operators var noteikt citu informācijas un piedāvājumu iesniegšanas kārtību Nedēļas iepirkuma procedūrai, par ko tiek informēti Ražotāji Tirdzniecības platformā līdz iepriekšējās Tirdzniecības nedēļas piektdienas plkst.15:00.
- 4.6. Tirdzniecības kārtība nedēļas iepirkumiem

Katrā nedēļas tirdzniecības sesijā tirdzniecība notiek secīgos etapos šādā kārtībā:

Etaps	Laika posms	Apraksts	Sistēmas paziņojumi	Operatora tiesības	Ražotāja iespējas
Operatora uzdevumu etaps	Sākas ceturtdienā plkst. 13:00 un ilgst līdz nākamās nedēļas trešdienas plkst. 16:00.	Tirdzniecības sesijas garākais etaps. Šajā etapā varat izveidot, labot un atcelt pirkšanas un ražošanas uzdevumus.	Visi uzdevumi atvērti	Izveidot, labot, atcelt uzdevumus	Izveidot, labot, atcelt uzdevumus

Ražotāju uzdevumu etaps	Sākas trešdienā plkst. 16:00 un ilgst līdz ceturtdienas plkst. 10:00.	Šajā etapā tikai Ražotāji var izveidot, labot un atcelt savus uzdevumus. Operators vairs nevar izveidot, labot un atcelt savus uzdevumus.	Atvērti tikai Ražošanas uzdevumi	-	Izveidot, labot, atcelt uzdevumus
Izsoles etaps	Ilgst 1 stundu ceturtdienā no plkst. 10:00 līdz 11:00.	Šajā etapā Ražotāji neierobežotu sakaitu reižu var samazināt cenu izveidotajiem uzdevumiem	Ražošanas uzdevumu cenas samazinājums	-	Labot uzdevumus (samazināt cenu)
Darījumu etaps	Ilgst 2 stundas ceturtdienā no plkst. 11:00 līdz 13:00.	Šajā etapā līdz plkst. 12:00 tiek pieņemtas pretenzijas par tekošo tirdzniecības sesiju. Laika posmā līdz plkst. 13:00 tiek izskatītas pretenzijas un apstrādāti rezultāti. Plkst. 13:00 tiek paziņoti tirdzniecības gala rezultāti.	Rezultātu apstrāde	-	-

5. Ikdienu iepirkuma noteikumi

5.1. Informācija par nākamās dienas ikdienu iepirkuma apjomu

Tirdzniecības platformā katru dienu līdz plkst. 14:00 tiek norādīta informācija par nākamās dienas ikdienu iepirkuma apjomu, kas noteikts atbilstoši šo Siltumenerģijas tirgus noteikumu 3.3.punktā aprakstītajiem noteikumiem.

5.2. Piedāvājumu iesniegšana

Ražotāji, no katras dienas plkst. 14:00 līdz 15:00 Tirdzniecības platformā, iesniedz piedāvājumu par piegādājamo siltumenerģijas apjomu un tās cenu iepirkuma procedūrā nākamajai Tirdzniecības dienai. Ražotāji piedāvājumu var iesniegt vairākās daļās ar atšķirīgu cenas piedāvājumu katrai daļai. Piedāvājuma iesniedzamo daļu skaits - ne lielāks par 10 daļām; minimālais daļas apjoms atbilst 1MW slodzei. Kopējais Ražotāja iesniegtais apjoms nedrīkst būt lielāks par Ražotāja maksimālo slodzi Ražotājiem, kas nav piedalījušies vai nav ieguvuši tiesības ražot attiecīgās nedēļas iepirkuma procedūrā.

5.3. Ražotāju, kas ieguvuši tiesības ražot attiecīgās nedēļas iepirkuma procedūrā, piedalīšanās kārtība piedāvājumu iesniegšanā

Ražotāji, kas ieguvuši tiesības ražot attiecīgās nedēļas iepirkuma procedūrā, automātiski tiek iekļauti tirdzniecības platformā ar attiecīgo nedēļas iepirkuma procedūrā iegūto ražošanas apjomu un cenu. Tirdzniecības platformā šie piedāvājumi kļūst redzami un automātiski konkurē ar ikdienu iepirkuma piedāvājumiem. Par aktīviem piedāvājumiem tie kļūst, kad ražotājs piedalās ikdienu iepirkumā, samazinot attiecīgās nedēļas piedāvājuma daļas cenu.

Ražotāji, kas ieguvuši tiesības ražot ar daļu no savas maksimālās jaudas, var papildus automātiski iekļautajam piedāvājumam iesniegt piedāvājumus par papildu jaudu, kas vienāda ar starpību starp maksimālo jaudu un nedēļas iepirkuma procedūrā iegūto jaudu

5.4. Ikdienu iepirkuma dinamiskā izsole

Ražotāji katru dienu no plkst.15:00 līdz plkst.16:00 piedaloties dinamiskajā izsolē ar lejupejošu cenu soli var samazināt savu iesniegtā piedāvājuma cenas. Cenu katru reizi var samazināt ne mazāk kā par 0,1 EUR (desmit eiro centi). Cenas samazināšanai tiek dots laiks - 2 minūtes, sākot no izsoles etapa sākuma. Cenas

samazināšanas laiks tiek pagarināts par 2 minūtēm pēc katra cenu samazinājuma uzdevuma ievadišanas brīža, ja tas ietekmē tirdzniecības rezultātus, taču ne ilgāk kā līdz izsoles etapa beigām.

5.5. **Izsoles rezultāti**

Izsole tiek uzskatīta par notikušu, ja tiek iesniegts piedāvājums, kas ir ar zemāku cenu par kādu no Ražotāju nedēļas iepirkuma piedāvājuma daļu cenas, ievērojot ekonomiskā pakāpeniskuma principu un neatkarīgi no tā vai ar zemāku cenu tiek aizvietots pilns vai daļējs daļas apjoms.

5.6. **Pieprasījums par siltumenerģijas iepirkuma daudzumu**

Tirdzniecības platforma katru dienu plkst. 17:00 izsniedz Operatoram izsoles rezultātus un Ražotājiem rezultātus ar attiecīgo pieprasījumu par siltumenerģijas iepirkuma daudzumu nākamajai Tirdzniecības dienai par Ražotāju piedāvāto ikdienas iepirkuma cenu un norādījumu Ražotājiem par ražošanas slodzes (apjoma) samazinājumu vai palielinājumu, kas izriet no Ikdienas iepirkuma procedūras rezultātiem. Operators koriģē minēto ražošanas slodzes (apjoma) samazinājumu vai palielinājumu atbilstoši faktiskajam siltumenerģijas pieprasījumam, Ražotāju tehniskajām iespējām un, ņemot vērā siltumapgādes sistēmas darbības drošības prasības.

5.7. **Tirdzniecības kārtība ikdienas iepirkumiem**

Katrā dienas tirdzniecības sesijā tirdzniecība notiek secīgos etapos šādā kārtībā:

Etaps	Laika posms	Apraksts	Sistēmas paziņojumi	Operatora tiesības	Ražotāja iespējas
Dalībnieku uzdevumu etaps	Sākas katras dienas 17.00 un ilgst līdz nākamās dienas 14:00.	Tirdzniecības sesijas garākais etaps. Šajā etapā varat izveidot, labot un atcelt pirkšanas un ražošanas uzdevumus.	Visi uzdevumi atvērti	Izveidot, labot, atcelt uzdevumus*	Izveidot, labot, atcelt uzdevumus
Ražotāju uzdevumu etaps	Ilgst 1 stundu katru dienu no plkst. 14:00 līdz 15:00.	Šajā etapā tikai Ražotāji var izveidot, labot un atcelt savus uzdevumus. Operators vairs nevar izveidot, labot un atcelt savus uzdevumus.	Atvērti tikai Ražošanas uzdevumi	-	Izveidot, labot, atcelt uzdevumus**
Izsoles etaps	Ilgst 1 stundu katru dienu no plkst. 15:00 līdz 16:00.	Šajā etapā Ražotāji neierobežotu sakaitu reižu var samazināt cenu izveidotajiem uzdevumiem	Ražošanas uzdevumu cenas samazinājums	-	Labot uzdevumus (samazināt cenu)
Darījumu etaps	Ilgst 1 stundu katru dienu no plkst. 16:00 līdz 17:00.	Šajā etapā līdz plkst. 16:30 tiek pieņemtas pretenzijas par tekošo tirdzniecības sesiju. Laika posmā līdz plkst. 17:00 tiek izskatītas pretenzijas un apstrādāti rezultāti. Plkst. 17:00 tiek paziņoti tirdzniecības gala rezultāti.	Rezultātu apstrāde	-	-

* Operators var noteikt algoritmu Pārzinim automātisku uzdevumu sagatavošanai.

** Ražotājs var noteikt algoritmu Pārzinim automātisku uzdevumu sagatavošanai.

6. Cits

- 6.1. Izņēmumi no Tirdzniecības platformas darbības noteikumiem
Attiecībā uz Tirdzniecības platformas ietvaros izveidoto Nedēļas/ikdienas siltumenerģijas tirgus modeli netiek piemēroti Tirdzniecības platformas darbības noteikumu 5. sadaļa, 5.1.-5.12., 5.14., 5.18., 5.19. punkti. Pārējie Tirdzniecības platformas darbības noteikumi tiek piemēroti, izņemot ciktāl šajos Siltumenerģijas tirgus noteikumos noteikts citādāk.
- 6.2. Informācija Tirdzniecības platformas ietvaros izveidotajā Nedēļas/ikdienas siltumenerģijas tirgus modeli
Visa informācija, dati un jebkura cita veida saturs, kas ir izveidots, augšupielādēts, ievietots vai citādi iekļauts Tirdzniecības platformas ietvaros izveidotajā Nedēļas/ikdienas siltumenerģijas tirgus modeli ir Operatora īpašums. Ražotāja Platformā sniegtās cenas un apjomi ir konfidenciāla informācija un nav izpaužama trešajām personām bez citu iesaistīto Dalībnieku rakstiskas atļaujas. Dalībnieki apzinās, ka Platformā norādītās cenas un apjomi ir Ražotāja komercnoslēpums un apņemas to atbilstoši sargāt. Par konfidenciālu informāciju nav uzskatāma informācija:
- 6.2.1. kuru Dalībnieks, kas ir tās atklājējs, atļauj publiskot;
 - 6.2.2. kas ir jau zināma saņēmējam vai iegūta ar neatkarīgiem līdzekļiem, vai ko saņēmējs ir neatkarīgi izstrādājis;
 - 6.2.3. ir jau zināma atklātībā citādi, nevis saņēmēja vainojamas rīcības dēļ;
 - 6.2.4. ko saņēmējs ir ieguvis no trešās personas, kas var brīvi to atklāt, nepārkāpjot nekādu tiesisku saistību
- Operatoram ir tiesības lemt, rakstiski saskaņojot ar Ražotāju, par jebkādu rīcību ar šo informāciju, datiem un citu saturu, ieskaitot, bet neaprobežojoties ar to glabāšanu, apstrādi, kopēšanu, modificēšanu un dzēšanu. Pārzinim ir tiesības šo informāciju, datus un citu saturu glabāt un izmantot tādā apjomā un kārtībā, ciktāl tas nepieciešams Pārziņa saistību pienācīgai izpildei, taču aizliegts nodot atklātībā ārpus iesaistītajiem Dalībniekiem.
- 6.3. Tirdzniecības platformas ietvaros izveidotā Nedēļas/ikdienas siltumenerģijas tirgus modeļa kontrole un īpašumtiesības
Tirdzniecības platformas ietvaros izveidoto Nedēļas/ikdienas siltumenerģijas tirgus modeli kontrolē un pārvalda tikai Operators, neskatoties uz to, ka īpašumtiesības uz to pieder Pārzinim. Operators nodrošina Tirdzniecības platformas ietvaros izveidotā Nedēļas/ikdienas siltumenerģijas tirgus modeļa funkcionēšanu un tā darbības pārvaldību, izņemot tehnisko uzturēšanu. Operators arī atbild par to, lai Tirdzniecības platformas ietvaros izveidotā Nedēļas/ikdienas siltumenerģijas tirgus modeļa darbība pilnībā atbilstu spēkā esošajiem normatīvajiem aktiem un to prasībām, tostarp enerģētikas nozares regulējumam.

Annex No. 7 Special Provisions of the Natural Gas Purchase Agreement

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Dabaszgāzes pirkuma līguma Īpašie noteikumi

Šie Dabaszgāzes pirkuma līguma Īpašie noteikumi piemērojami papildus dabaszgāzes pirkuma līguma (Kodeksa pielikums Nr.8), kur paredzēta jaudas rezervēšana un dabaszgāzes iesūkņēšana Inčukalna pazemes gāzes krātuvē (turpmāk tekstā – IPGK), un tas norādīts Pirkuma līguma Speciālajos noteikumos, noteikumiem un uzskatāmi par šāda Pirkuma līguma neatņemamu daļu.

Šajos Dabaszgāzes pirkuma līguma Īpašajos noteikumos lietotajiem terminiem ir tāda pat nozīme kā Kodeksā un Pirkuma līgumā lietotajiem terminiem, izņemot ciktāl tie ir definēti citādāk šajā dokumentā.

1. Rezervācijas un iesūkņēšanas termiņā, kas vienāds ar vienu dienu pirms piegādes perioda, Pārdevējs rezervē IPGK jaudu Pircēja vajadzībām un iesūkņē IPGK dabaszgāzi Pirkuma līgumā norādītā Kopējā daudzuma apjomā, izmantojot vienu, divu vai piecu gadu grupētās jaudas produktu (IPGK BCP1Y, IPGK BCP2Y, IPGK BCP5Y).
2. Piegādes periodā Pārdevējs pārdod un Pircējs pērk IPGK iesūkņēto dabaszgāzi VTP.
3. Pārdevējs nodrošina IPGK iesūkņētā dabaszgāzes daudzuma uzglabāšanu IPGK savā bilancē konkrētā finanšu gada krātuves ciklā (piemēram, 2025./2026.gada, 2026./2027.gada utt.), šim dabaszgāzes daudzumam rezervētās IPGK jaudas izmantošanu Pircēja vajadzībām, kā arī, atbilstoši Pirkuma līgumā un šajā dokumentā noteiktajā kārtībā saņemtajām nominācijām, veic nepieciešamās darbības dabaszgāzes Kopējā daudzuma piegādei VTP.
4. Pārdevējs iesniedz Pircējam PSO izdotu rakstveida apliecinājumu katru mēnesi nodrošinot un apliecinot, ka Pircējam paredzētā dabaszgāze ir pieejama IPGK visas sezonas garumā. Apliecinājums atspoguļo atlikušo Pirkuma līguma apjomu, kas tiks aprēķināts, atņemot no sākotnējā apjoma iepriekšējā mēnesī Pircēja vajadzībām nominēto dabaszgāzes apjomu.
5. Dabaszgāzes cenā ir iekļauts:
 - a. maksa par dabaszgāzi un tirdzniecības pakalpojumu;
 - b. finansēšanas un debitorriskas izmaksas, valsts nodeva Sabiedrisko pakalpojumu regulēšanas komisijai;
 - c. dabaszgāzes pārvades izmaksas līdz IPGK (maksa par pārvades jaudu ieejas punktam no citas valsts pārvades sistēmas un izejas punktam uz IPGK);
 - d. pārvades sistēmas pakalpojuma maksa – tarifs par dabaszgāzes izvadīšanu no IPGK pārvades sistēmā;
 - e. dabaszgāzes uzglabāšanas un rezervētās jaudas izmantošanas izmaksas IPGK konkrētā finanšu gada krātuves ciklā.
6. Par konkrētā finanšu gada krātuves ciklam rezervēto krātuves jaudu saskaņā ar Pirkuma līgumu IPGK iesūkņētā dabaszgāzes daudzuma uzglabāšanai IPGK, kā arī iesūkņēšanai un izsūkņēšanai uz/no IPGK konkrētā finanšu gada krātuves ciklā norēķinus ar PSO veic Pārdevējs.
7. Lai Pārdevējs varētu plānot saskaņā ar Pirkuma līgumu nopirktās dabaszgāzes piegādi VTP, Balansētājs līdz kārtējā mēneša 20. (divdesmitajam) datumam nosūta Pārdevējam uz e-pastu Pircējam nesaistošu paziņojumu par dabaszgāzes saņemšanas apjomu nākamajam kalendārajam mēnesim.

8. Ja Pircējs cita dabasgāzes tirdzniecības līguma ietvaros pērk fiksētu dabasgāzes daudzumu un tam attiecīgajā kalendārajā mēnesī ir nepieciešams papildus dabasgāzes daudzums, kā rezultātā Pircējs vēlas saņemt saskaņā ar Līgumu IPGK iesūknēto dabasgāzi VTP, Pircējam ir tiesības saņemt saskaņā ar Līgumu IPGK iesūknēto un tam nepieciešamo dabasgāzes daudzumu VTP, par to paziņojot Pārdevējam vismaz 3 (trīs) kalendārās dienas iepriekš vai, ja paziņošanas termiņš iekrīt brīvdienā – paziņojot Pārdevējam ne vēlāk kā līdz iepriekšējās darba dienas plkst.11.00 (pēc Latvijas laika).
9. Ja Pircējs šī dokumenta 8.punktā noteiktajā kārtībā pasūtījis Pārdevējam papildus dabasgāzes daudzumu, Līdzēji vienojas par turpmāk norādīto dabasgāzes piegādes, uzskaites, īpašumtiesību pārejas un sadarbības kārtību:
 - a. Pircējam ir saistošs no Pirkuma līgumā norādītās Pircēja e-pasta adreses Pārdevējam uz e-pasta adresi nosūtītais paziņojums par attiecīgā kalendārā mēneša dienās nepieciešamo papildus dabasgāzes daudzumu;
 - b. Pirkuma līgumā un šajā dokumentā noteiktajā kārtībā paziņoto attiecīgajā kalendārajā mēnesī Pircējam nepieciešamo papildus dabasgāzes daudzumu Pārdevējs katrā Gāzes dienā norādītajā apjomā nodod Balansētājam VTP;
 - c. attiecīgajā kalendārajā mēnesī Pircējam nepieciešamās papildus dabasgāzes piegāžu plānu saskaņošanu ar Pārdevēju un nomināciju un renomināciju iesniegšanu PSO par Pircējam nepieciešamo dabasgāzes daudzumu nodrošina Balansētājs;
 - d. paziņotā attiecīgajā kalendārajā mēnesī Pircējam nepieciešamā papildus dabasgāzes daudzuma īpašuma tiesību nodošana notiek brīdī, kad Pārdevējs ir nominējis Balansētājam attiecīgo dabasgāzes daudzumu VTP par labu Pircējam.
10. Ja līdz konkrētā finanšu gada IPGK izņemšanas sezonas beigām Balansētājs Pirkuma līgumā paredzētajā kārtībā nav nominējis saņemšanai VTP Pircēja vajadzībām visu dabasgāzes Kopējo daudzumu, Pircējam ir pienākums veikt samaksu par visu atlikušo dabasgāzes daudzumu saskaņā ar Pārdevēja sagatavotu rēķinu, kas izrakstīts atbilstoši Pirkuma līgumā pielīgtajai cenai. Pēc minētā rēķina apmaksas atlikušo dabasgāzes daudzumu Pārdevējs piegādā Pircējam VTP Pirkuma līgumā pielīgtajā kārtībā, ja vien Puses nevienojas citādi.
11. Ja līdz konkrētā finanšu gada IPGK izņemšanas sezonas beigām Balansētājs Pirkuma līgumā paredzētajā kārtībā nav nominējis saņemšanai VTP Pircēja vajadzībām visu dabasgāzes Kopējo daudzumu, dabasgāzes atlikums nākamajā krātuves ciklā (ciklos) tiek uzglabāts izmantojot konkrētā gada IPGK jaudas produktu izolēs rezervēto piecu gadu grupētās jaudas produktu (turpmāk – IPGK BCP5Y) vai atbilstoši normatīvajos aktos noteiktajam, ja tie attiecīgās izņemšanas sezonas beigās, kurā konstatēts dabasgāzes atlikums, paredz citu krājumu pārcelšanas kārtību. Samaksu par dabasgāzes atlikuma uzglabāšanu nākamajā krātuves ciklā (ciklos) Pārdevējs aprēķina un Pircējs veic atbilstoši nākamajam krātuves ciklam noteiktajam IPGK BCP5Y tarifam vai atbilstoši spēkā esošajiem tarifiem, ko paredz normatīvie akti, ja attiecīgās izņemšanas sezonas beigās, kurā konstatēts dabasgāzes atlikums, paredzēta cita krājumu pārcelšanas kārtība un apmaksa.
12. Rēķinus Pārdevējs nosūta Pircējam uz Pirkuma līgumā norādīto e-pasta adresi. Rēķinus Pircējs apmaksā 30 (trīsdesmit) kalendāro dienu laikā no rēķinu saņemšanas dienas.
13. Pārdevējs ir tiesīgs Pirkuma līguma izpildes nolūkā Pircēja uzdevumā rīkoties ar Pircēja vajadzībām rezervēto IPGK jaudu.

Annex No. 8 Rules of the Natural Gas Purchase Agreement

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Pirkuma līgums Speciālie noteikumi

Šo līgumu par dabasgāzes pārdošanu un piegādi (turpmāk tekstā saukts – **Pirkuma līgums**) ir noslēdzis zemāk norādītais Pārdevējs no vienas puses un zemāk norādītais Pircējs no otras puses. Pirkuma līgums sastāv no zemāk norādītajiem Speciālajiem noteikumiem un pievienotajiem Vispārīgajiem noteikumiem.

PUSES:			
PĀRDEVĒJA DATI		PIRCĒJA DATI	
Nosaukums vai vārds, uzvārds:		Nosaukums vai vārds, uzvārds:	
Reģistrācijas Nr.:		Reģistrācijas Nr.:	
PVN reģistrācijas Nr.:		PVN reģistrācijas Nr.:	
Konta Nr.:		Konta Nr.:	
Juridiskā adrese:		Juridiskā adrese:	
Kontaktpersona:		Kontaktpersona:	
Kontakttālrunis:		Kontakttālrunis:	
E-pasta adrese paziņojumiem:		E-pasta adrese paziņojumiem:	
E pasta adrese rēķiniem un aktiem:		E pasta adrese rēķiniem un aktiem:	

PIRKUMA LĪGUMA DATI	
Pirkuma līguma numurs:	
Spēkā stāšanās datums un laiks: (Piemērs: 2023-02-13 16:00:00 (UTC +02:00))	
Produkta tips:	Dabasgāze
Kopējais daudzums (MWh):	
Tirdzniecības punkts:	VTP - Latvijas virtuālais tirdzniecības punkts
Jaudas rezervēšana un dabasgāzes iesūkņēšana Inčukalna pazemes gāzes krātvē (turpmāk tekstā – IPGK), *Ja norādīts “IPGK”, papildus tiek piemēroti Īpašie noteikumi, kas pievienoti Tirdzniecības platformas kodeksam kā pielikums Nr.7 un pieejami Tirdzniecības platformā. Pircējs apliecina, ka ar tiem ir iepazinies pirms šī līguma noslēgšanas.	
Piegādes periods: (GGGG.MM.DD- GGGG.MM.DD – Piegādes perioda sākuma datums un beigu datums (GGGG-gads; MM-mēnesis; DD-diena))	
Pirkuma cena par 1 MWh (EUR bez PVN)	

Cits:	
- Balansēšanas zona	<i>Latvijas – Igaunijas vienotā balansēšanas zona</i>
- Virtuālais tirdzniecības punkts	<i>Latvijas virtuālais tirdzniecības punkts (VTP)</i>
- Pārvaldes sistēmas operators	<i>AS "Conexus Baltic Grid" (PSO)</i>
- Sadales sistēmas operators	<i>AS "GASO" (SSO)</i>
- Gāzes diena	periods, kas sākas katru dienu plkst. 7.00 un beidzas nākamajā dienā plkst. 7.00 (no plkst. 5.00 līdz plkst. 5.00 UTC nākamajā dienā ziemas periodā un no plkst. 4.00 līdz plkst. 4.00 UTC nākamajā dienā vasaras laika periodā). Pārejot uz ziemas laiku, Gāzes diena ilgst 25 stundas, pārejot uz vasaras laiku – 23 stundas.
- Citi noteikumi	

Vispārīgie noteikumi

1. Vispārīgi

1.1. Termini

Šajā Pirkuma līguma noteiktajiem terminiem ir tāda pat nozīme kā Kodeksā lietotajiem terminiem, izņemot ciktāl tie ir definēti citādāk šajā līgumā.

1.2. Pirkuma līguma struktūra

Pirkuma līgums sastāv no šiem Vispārīgajiem noteikumiem un Speciālajiem noteikumiem, kas kopā veido vienu vienotu līgumu. Pretrunu gadījumā starp Vispārīgajiem noteikumiem un Speciālajiem noteikumiem piemērojami Speciālie noteikumi.

1.3. Noteikumu darbības joma

Vispārīgie noteikumi reglamentē Tirdzniecības platformā noslēgto Pirkuma līgumu izpildes kārtību.

1.4. Noteikumu piemērošana

Šie Vispārīgie noteikumi ir piemērojami, izņemot ja un ciktāl attiecīgā tiesiskā darījuma Puses vienojušās citādāk.

2. Pirkuma līguma priekšmets un darbības

2.1. Pirkuma līguma priekšmets

Atbilstoši Tirdzniecības platformā noslēgtā Pirkuma līguma noteikumiem, **Pārdevējam ir pienākums pārdot dabasgāzi, bet Pircējam ir pienākums pirkt dabasgāzi un veikt Pirkuma cenas samaksu Pārdevējam.**

2.2. Pirkuma līguma izpildes uzsākšana

Puses uzsāk pildīt Pirkuma līgumu pēc tā stāšanās spēkā, ja Kodeksā noteiktajā kārtībā un termiņā nav saņemts Pārziņa paziņojums par attiecīgā Pirkuma līguma atcelšanu (piemēram, gadījumā, ja kāds no Dalībniekiem nav iesniedzis pienācīgu nodrošinājuma līdzekli, Pirkuma līgums ir noslēgts Tirdzniecības platformas kļūdainas darbības rezultātā, vai citu Pārziņa ieskatā būtisku pārkāpumu gadījumā).

- 2.3. Dabaszgāze tiek pārdota VTP Pirkuma līguma pielikumā norādīto Pircēja dabaszgāzes patērējošo objektu (turpmāk – Gazificētie objekti) vajadzībām, Speciālajos noteikumos norādītajā apjomā, Pirkuma līgumā noteiktā kārtībā un atbilstoši Pirkuma līguma Īpašajiem noteikumiem, ja tie piemērojami.
- 2.4. Dabaszgāzes pārdošana un piegāde neietver dabaszgāzes balansēšanu. Dabaszgāzi Pārdevējs Piegādes periodā piegādā VTP un nodod Pircēja piesaistītajam dabaszgāzes balansēšanas pakalpojuma sniedzējam (turpmāk tekstā – Balansētājs), kas nodrošina Pircējam nepieciešamās dabaszgāzes piegāžu plānu saskaņošanu ar Pārdevēju un iesniedz nominācijas un renominācijas Pārdevējam un PSO par Pircējam nepieciešamo dabaszgāzes daudzumu. Dabaszgāzes piegāde VTP neietver dabaszgāzes balansēšanas pakalpojumu un nepieciešamo sistēmas pakalpojumu nodrošināšanu dabaszgāzes piegādei no VTP līdz Pircēja Gazificētajiem objektiem.
- 2.5. Īpašumtiesības uz dabaszgāzi Pircējam tiek nodotas brīdī, kad Pārdevējs, atbilstoši Pirkuma līguma noteikumiem, ir nominējis Balansētājam attiecīgo dabaszgāzes daudzumu VTP par labu Pircējam.
- 2.6. Dabaszgāzes piegādi Pircēja Gazificētajos objektos līdz dabaszgāzes apgādes sistēmas piederības robežai atļautās maksimālās slodzes robežās nodrošina Balansētājs un veic SSO normatīvajos aktos noteiktajā kārtībā, pamatojoties uz sadales sistēmas pakalpojumu līgumu, kas SSO noslēgts ar Balansētāju.
- 2.7. Ja līdz Piegādes perioda beigām Pircējs nav izlietojis visu dabaszgāzes Kopējo daudzumu, tad Pircējs atlikušo dabaszgāzes apjomu ne vēlāk kā desmit darba dienu laikā pēc Piegādes perioda beigām nominē Pārdevējam un nodrošina tās iesūkņēšanu Inčukalna pazemes gāzes krātuvē. (Šis noteikums neattiecas uz gadījumiem, kad piemērojami Īpašie noteikumi).

3. Pirkuma cena un samaksas kārtība

- 3.1. Pirkuma cenas apmērs
Pirkuma cenas apmēru par iepriekšējā kalendārajā mēnesī VTP piegādāto dabaszgāzi Pārdevējs aprēķina, par pamatu Pirkuma cenu par 1 MWh un pieņemšanas - nodošanas aktā norādīto VTP faktiski piegādāto dabaszgāzes daudzumu.

Papildus Pirkuma cenai Pircējs maksā pievienotās vērtības nodokli.

- 3.2. Pirkuma cenas noteikumi
Pirkuma cena ir noteikta un tiek maksāta *euro* valūtā. Puses atzīst, ka Pirkuma cena par 1 MWh ir patiesā dabaszgāzes tirgus vērtība un Puses neprasis Pirkuma līguma atcelšanu, grozīšanu vai izbeigšanu sakarā ar Pirkuma cenas neatbilstību tirgus vai citiem apstākļiem vai pārmērīgu zaudējumu dēļ.

Pirkuma cena ir nemainīga visā Pirkuma līguma izpildes laikā.

Pirkuma cenā nav iekļauts sadales sistēmas pakalpojuma tarifs, pārvades sistēmas pakalpojuma tarifs - maksa par izejas punkta Latvijas Pircēju apgādei izmantošanu, akcīzes nodoklis dabaszgāzei un šajā punktā minētajiem pakalpojumiem piemērojamie nodokļi, ko Pircējs maksā Balansētājam, saskaņā ar savstarpēji noslēgtu līgumu.

- 3.3. Pirkuma cenas aprēķins un samaksas noteikumi

VTP piegādātais dabaszgāzes daudzums tiek noteikts, pamatojoties uz Balansētāja sagatavotajiem un Pārdevējam iesniegtajiem paziņojumiem par Pircējam nepieciešamās dabaszgāzes daudzumu Gāzes dienu griezumā.

Pārdevējs ne vēlāk kā 3 (trīs) kalendāro dienu laikā pēc attiecīgā Dabaszgāzes piegādes periodā ietilpstošā kalendārā mēneša beigām sagatavo un nosūta Pircējam uz e-pasta adresi pieņemšanas - nodošanas aktu par

iepriekšējā kalendārajā mēnesī VTP piegādāto dabasgāzes daudzumu Gāzes dienu griezumā. Pieņemšanas - nodošanas aktu Puses saskaņo un abpusēji paraksta.

Pircējs pirms pieņemšanas – nodošanas akta parakstīšanas pieprasa no Balansētāja informāciju par iepriekšējā kalendārajā mēnesī VTP piegādāto dabasgāzes daudzumu un salīdzina šo informāciju ar Pārdevēja pieņemšanas – nodošanas aktā norādīto dabasgāzes daudzumu. Ja Pārdevēja informācija par kalendārajā mēnesī VTP piegādāto dabasgāzes daudzumu atšķiras no Balansētāja norādītās informācijas par kalendārajā mēnesī VTP piegādāto dabasgāzes daudzumu, Pircējs pieprasa Pārdevējam un Balansētājam iesniegt PSO izdruku par kalendārajā mēnesī piegādāto dabasgāzes daudzumu.

Pārdevējs 3 (trīs) darba dienu laikā pēc pieņemšanas – nodošanas akta parakstīšanas, bet ne vēlāk kā 10 (desmit) kalendārās dienas pirms Līgumā noteiktā samaksas termiņa, sagatavo elektronisku rēķinu Pircējam par tā iepriekšējā kalendārajā mēnesī saņemto dabasgāzes daudzumu un nosūta to uz Pircēja e-pasta adresi.

Pircējam ir pienākums apmaksāt Pārdevēja izrakstīto rēķinu ne vēlāk kā līdz katra mēneša pēdējai darba dienai (samaksas termiņš). Pircējam ir pienākums pēc Pārdevēja pieprasījuma maksāt Pārdevējam nokavējuma procentus 0,15% (nulle komats piecpadsmit procentu) apmērā no nokavētā maksājuma apmēra par katru kavējuma dienu.

4. Īpašie noteikumi

4.1. Īpašie noteikumi

Ja Pirkuma līguma Speciālajos noteikumos nav noteikts citādi, Īpašie noteikumi atbilst Kodeksa Pielikumā Nr.7 Dabasgāzes produktu Pirkuma līguma Īpašie noteikumi norādītajam attiecībā uz specifiskiem noteikumiem, kas nav norādīti Pirkuma līgumā un attiecas uz Pirkuma līgumiem, kas noslēgti, iekļaujot IPGK jaudas rezervēšanu un dabasgāzes iesūkņēšanu IPGK, izmantojot viena, divu vai piecu gadu grupētās jaudas produktu (IPGK BCP1Y, IPGK BCP2Y, IPGK BCP5Y).

5. Dabasgāzes pasūtīšana, uzglabāšana un izņemšana

- 5.1. Līdzēji vienojas, ka minimālais vienas Gāzes dienas dabasgāzes daudzums ir 0 (nulle) MWh/dienā un maksimālais vienas Gāzes dienas dabasgāzes daudzums ir 10 000 (desmit tūkstoši) MWh/dienā.
- 5.2. Balansētājs katru dienu līdz plkst.14.00 (pēc Latvijas laika) informē Pārdevēju par nākamajā Gāzes dienā Pircējam nepieciešamo dabasgāzes apjomu (MWh), nosūtot informāciju uz Pārdevēja e-pasta adresi. Balansētāja e-pasts uzskatāms par saņemtu tā nosūtīšanas dienā. Pārdevējs ir atbildīgs par e-pasta darbības nodrošināšanu un apņemas nekavējoties informēt Pircēju un Balansētāju par izmaiņām e-pasta adresē.
- 5.3. Pārdevējam ir pienākums ne vēlāk kā līdz dienas, kurā saņemts Līguma 5.2.punktā minētais Balansētāja e-pasts, plkst.14.50 (pēc Latvijas laika) apstiprināt Balansētāja norādītos dabasgāzes piegādes apjomus, nosūtot apstiprinājumu uz Balansētāja e-pasta adresi.
- 5.4. Balansētājs apstiprinātās nominācijas visām Gāzes dienas stundām var koriģēt (renominēt) no iepriekšējās Gāzes dienas plkst. 17.00 (pēc Latvijas laika) līdz pašreizējās Gāzes dienas plkst. 3.30 (pēc Latvijas laika).
- 5.5. Pārdevējs un Balansētājs saskaņoti iesniedz (nominē) Pircējam nepieciešamo dabasgāzes apjomu un PSO šīs nominācijas apstiprina, atbilstoši spēkā esošajam normatīvajam regulējumam.
- 5.6. Dabasgāzes pārdošanu, piegādi un nodošanu Pārdevējs nodrošina saskaņā ar Pirkuma līgumu, kā arī ievērojot piemērojamos Latvijas Republikā spēkā esošos normatīvos aktus.

6. Pušu tiesības un pienākumi

- 6.1. Pusēm ir saistošas visas Latvijas Republikā spēkā esošajos normatīvajos aktos Pircējam un Pārdevējam paredzētās tiesības un pienākumi, ciktāl Pirkuma līgumā nav noteikts citādi.
- 6.2. Pārdevēja pienākumi un tiesības:
 - 6.2.1. pārdot Pircējam dabasgāzi par Pirkuma līgumā noteikto Pirkuma cenu un nodrošināt dabasgāzes piegādi VTP Pirkuma līgumā un normatīvajos aktos paredzētajā kārtībā;
 - 6.2.2. rakstveidā informēt Pircēju par reorganizāciju, juridiskās adreses, kontaktinformācijas un citu Pirkuma līguma izpildei būtisko rekvizītu maiņu ne vēlāk kā 5 (piecu) kalendāro dienu laikā pēc attiecīgajām izmaiņām;
 - 6.2.3. 10 (desmit) darba dienu laikā pēc Pircēja rakstveida pretenzijas par izrakstīto rēķinu saņemšanas pārbaudīt rēķinu un pārbaudes rezultātus paziņot Pircējam. Gadījumā, ja konstatēta kļūda, izrakstīt un Pirkuma līgumā noteiktajā kārtībā nosūtīt Pircējam jaunu rēķinu;
 - 6.2.4. noslēgt līgumus par Pirkuma līguma izpildei nepieciešamajiem sistēmas pakalpojumiem un izpildīt tos;
 - 6.2.5. norēķināties ar PSO par pakalpojumiem, kas sniegti, lai nodrošinātu dabasgāzes piegādi līdz VTP;
 - 6.2.6. uzturēt spēkā Saistību izpildes nodrošinājumu;
 - 6.2.7. atbilstoši Eiropas Parlamenta un Padomes 2011.gada 25.oktobra Regulas (ES) Nr.1227/2011 par enerģijas vairumtirgus integritāti un pārredzamību (turpmāk – REMIT regula) un Eiropas Parlamenta un Padomes 2024.gada 11.aprīļa Regulas (ES) Nr.2024/1106, ar ko Regulu (ES) Nr. 1227/2011 un Regulu (ES) 2019/942 groza attiecībā uz to, kā uzlabot Savienības aizsardzību pret tirgus manipulācijām enerģijas vairumtirgū, nosacījumiem savā un Pircēja vārdā iesniegt paziņojumus Energoregulatoru sadarbības aģentūrai (turpmāk – ACER) par Līguma ietvaros notikušo darījumu. Pārdevējs par paziņojumā norādīto informāciju informē Pircēju elektroniski, nosūtot informāciju uz Pirkuma līgumā norādīto Pircēja elektroniskā pasta adresi.
 - 6.2.8. summas, kas saņemtas no Pircēja, ieskaitīt apmaksai Civillikumā noteiktajā kārtībā;
 - 6.2.9. normatīvajos aktos noteiktajos gadījumos pieprasīt Pircējam noteiktā termiņā iesniegt saistību pienācīgas izpildes nodrošinājumu;
 - 6.2.10. pārtraukt dabasgāzes piegādi Pircējam paziņojot piecas darba dienas iepriekš, ja (i) Pircējs Pirkuma līgumā noteiktajā kārtībā vai termiņos nenorēķinās par dabasgāzi un/vai saņemtajiem sistēmas pakalpojumiem, neveic citus ar Pirkuma līguma izpildi saistītus maksājumus; un/vai (ii) citos gadījumos, ko paredz normatīvie akti.
- 6.3. Pircēja pienākumi un tiesības:
 - 6.3.1. pilnā apjomā Pirkuma līgumā pielīgtajā termiņā apmaksāt Pārdevēja izrakstītos rēķinus;
 - 6.3.2. nekavējoties sazināties un rakstiski informēt Pārdevēju, ja 5 (piecas) kalendārās dienas pirms samaksas termiņa nav saņemts rēķins;
 - 6.3.3. rakstiski informēt Pārdevēju par reorganizāciju, juridiskās adreses, kontaktinformācijas un citu Līguma izpildei būtisko rekvizītu maiņu ne vēlāk kā 5 (piecu) kalendāro dienu laikā pēc attiecīgajām izmaiņām.
 - 6.3.4. nodrošināt, ka Balansētājs paziņo Pārdevējam dabasgāzes patēriņa prognozi saskaņā ar Pirkuma līgumu nopirktās dabasgāzes piegādes VTP nodrošināšanai;
 - 6.3.5. rakstveidā paziņot Pārdevējam par Balansētāja maiņu un sniegt informāciju par jaunā Balansētāja e-pastu, uz kuru nosūtāma Pirkuma līgumā minētā informācija;
 - 6.3.6. pēc pieprasījuma saņemt no Pārdevēja normatīvajos aktos noteikto informāciju, kas saistīta ar dabasgāzes pārdošanu Pircējam;
 - 6.3.7. iesniegt Pārdevējam rakstveida pretenziju par izrakstīto rēķinu 10 (desmit) kalendāro dienu laikā no rēķina saņemšanas dienas.
 - 6.3.8. Pirkuma līgumā noteiktajā gadījumā ieturēt Pārdevēja iesniegto Saistību izpildes nodrošinājumu;
 - 6.3.9. Pirkuma līguma izbeigšanas gadījumā (i) SSO noteiktajā kārtībā paziņot SSO komercuzskaites mēraparātu rādījumus dabasgāzes piegādes pēdējā dienā; un (ii) Pārdevēja rēķinā norādītajā termiņā, kas nevar tikt noteikts mazāks kā 10 (desmit) dienas, veikt galīgo norēķinu ar Pārdevēju.

7. Pirkuma līguma spēkā esamība, grozīšana un izbeigšana

7.1. Aktuālā redakcija

Pirkuma līguma aktuālo redakciju sagatavo Pārzinis un tā ir pieejama Tirdzniecības platformā.

7.2. Pirkuma līguma redakcija

Pirkuma līgums ir spēkā un ir izpildāms tādā redakcijā, kāda bija ir pieejama Tirdzniecības platformā uz Pirkuma līguma noslēgšanas brīdi, izņemot, ja Pārzinis svarīgu iemeslu dēļ nav noteicis citādāk. Par šādiem svarīgiem iemesliem cita starpā atzīstami saprātīgi neizpildāmi, prettiesiski vai netaisnīgi Pirkuma līguma noteikumi.

7.3. Pirkuma līguma grozīšana

Pircējs un Pārdevējs var, savstarpēji vienojoties grozīt šī Līguma noteikumus tikai ar Pārziņa iepriekšēju piekrišanu. Pārzinis sniedz savu piekrišanu Pirkuma līguma grozījumiem gadījumos, ja tas Pārziņa ieskatā nav nelikumīgi vai netaisnīgi pret citiem Tirdzniecības platformas dalībniekiem vai Pārzini.

7.4. Pirkuma līguma spēkā esamība

Pirkuma līgums ir spēkā līdz Pircēja un Pārdevēja savstarpējo saistību pilnīgas izpildes brīdim, izņemot, ja Pirkuma līgums ir izbeigts pirms termiņa.

7.5. Pirkuma līguma izbeigšana pēc Pušu vienošanās

Pircējs un Pārdevējs var, savstarpēji vienojoties par šī Pirkuma līguma izbeigšanu tikai ar Pārziņa iepriekšēju piekrišanu. Pārzinis sniedz savu piekrišanu Pirkuma līguma izbeigšanu gadījumos, ja tas Pārziņa ieskatā nav netaisnīgi pret citiem Tirdzniecības platformas dalībniekiem vai Pārzini.

7.6. Pirkuma līguma izbeigšana pēc Pircēja iniciatīvas

Pircējs var vienpusēji izbeigt šo Pirkuma līgumu, par to paziņojot Pārdevējam un Pārzinim šādos gadījumos:

7.6.1. Pārdevējs ir Pirkuma līguma pārkāpumu un nav to novērsis 10 (desmit) kalendāro dienu laikā pēc pretenzijas saņemšanas dienas; un/vai

7.6.2. Pirkuma līgumu nav iespējams izpildīt citu iemeslu dēļ bez Pircēja vainas; un/vai

7.6.3. Pirkuma līgumu vai tā daļu nav iespējams izpildīt tādēļ, ka Pārdevējam ir piemērotas starptautiskās vai nacionālās sankcijas vai būtiskas finanšu un kapitāla tirgus intereses ietekmējošas Eiropas Savienības vai Ziemeļatlantijas līguma organizācijas dalībvalsts noteiktās sankcijas. Šādā gadījumā Puses ir atbrīvotas no atbildības par Pirkuma līguma izbeigšanu un jebkādām izmaksām, tostarp, līgumsodiem, procentiem un sankcijām.

7.7. Pirkuma līguma izbeigšana pēc Pārdevēja iniciatīvas

Pārdevējs var vienpusēji izbeigt šo Pirkuma līgumu, par to paziņojot Pircējam un Pārzinim šādos gadījumos:

7.7.1. Pircējs ir pieļāvis apmaksas nokavējumu, kas pārsniedz 3 (trīs) kalendārās dienas un nav novērsis šo pārkāpumu 24 (divdesmit četru stundu laikā) pēc Pārdevēja atgādinājuma saņemšanas; un/vai

7.7.2. Pircējs ir atkārtoti pieļāvis apmaksas nokavējumu, kas pārsniedz 3 (trīs) kalendārās dienas; un/vai

7.7.3. Pircējam ir uzsākts maksātnespējas process; un/vai

7.7.4. Pirkuma līgumu nav iespējams izpildīt citu iemeslu dēļ bez Pārdevēja vainas; un/vai

7.7.5. Pirkuma līgumu vai tā daļu nav iespējams izpildīt tādēļ, ka Pircējam ir piemērotas starptautiskās vai nacionālās sankcijas vai būtiskas finanšu un kapitāla tirgus intereses ietekmējošas Eiropas Savienības vai Ziemeļatlantijas līguma organizācijas dalībvalsts noteiktās sankcijas. Šādā gadījumā Puses ir atbrīvotas no atbildības par Pirkuma līguma izbeigšanu un jebkādām izmaksām, tostarp, līgumsodiem, procentiem un sankcijām.

7.8. Pirkuma līguma izbeigšanas sekas

Šī Pirkuma līguma izbeigšana neizbeidz Pircēja un Pārdevēja neizpildītās finanšu saistības un neatceļ šajā Pirkuma līgumā noteikto strīdu izšķiršanas kārtību.

8. Pārkāpumi un atbildība

8.1. Atbildība

8.1.1. *Pircēja atbildība.* Pircējs atlīdzina Pārdevējam tiešos zaudējumus, ko Pircējs ar savu darbību vai bezdarbību nodarījis Pārdevējam.

8.1.2. *Pārdevēja atbildība.* Pārdevējs atlīdzina Pircējam tiešos zaudējumus, ko Pārdevējs ar savu darbību vai bezdarbību nodarījis Pircējam.

8.1.3. Ja Pārdevēja vainas dēļ Pircējam nav iespējams saņemt visu Kopējo dabasgāzes apjomu, Pārdevējs, pēc Pircēja pieprasījuma, maksā Pircējam līgumsodu 10% no nepiegādātā dabasgāzes apjoma cenas un Pircējs ir tiesīgs nepiegādāto dabasgāzes apjomu iepirkt no cita dabasgāzes tirgotāja. Gadījumā, ja cita tirgotāja piegādātās dabasgāzes cena ir lielāka, kā Pirkuma līgumā noteiktā, Pārdevējam ir pienākums atmaksāt Pircējam šo starpību. Līgumsods šī punkta izpratnē nav uzskatāms par zaudējumu atlīdzību un neatbrīvo Pārdevēju no Pirkuma līgumā noteikto saistību izpildes.

8.2. Nodrošinājuma līdzeklis

Katrai no šī Pirkuma līguma pusēm ir tiesības vērsties pie Pārziņa un prasīt izmantot nodrošinājuma līdzekli, lai segtu pārkāpējas puses neizpildītās saistības un/vai nodarītos zaudējumus.

8.3. Papildu saistību nodrošinājums

8.3.1. Saistību izpildes nodrošinājums, kas ir spēkā visa Pirkuma līguma darbības termiņa laikā un 30 (trīsdesmit) dienas pēc tā, tiek noteikts 10 % (desmit procenti) apmērā no kopējās līgumcenas (kopējā līgumcena tiek aprēķināta: Kopējais daudzums (MWh) x Pirkuma cena par 1 MWh (bez akcīzes nodokļa un PVN)).

8.3.2. Pārdevējs iesniedz Saistību izpildes nodrošinājumu Pircējam 10 (desmit) dienu laikā no Pirkuma līguma spēka stāšanās dienas.

8.3.3. Saistību izpildes nodrošinājums ir jāiesniedz vienā no šādām formām:

8.3.3.1. Kredītiestādes Saistību izpildes nodrošinājuma oriģināls, ko izsniegusi Eiropas Savienības vai Eiropas Ekonomikas zonas valstī reģistrēta kredītiestāde, tās filiāle vai ārvalstī reģistrētas kredītiestādes filiāle;

8.3.3.2. Apdrošināšanas polise, ko izsniegusi Latvijas Republikā reģistrēta apdrošināšanas akciju sabiedrība vai Eiropas komercsabiedrība, vai savstarpējās apdrošināšanas kooperatīvā sabiedrība, kurai saskaņā ar Apdrošināšanas un pārapdrošināšanas likumu ir tiesības veikt apdrošināšanu. Apdrošināšanas prēmijai jābūt samaksātai par visu noteikto apdrošināšanas summu polisē uz Saistību izpildes nodrošinājuma iesniegšanas brīdi. Apdrošināšanas polisei jāpievieno kredītiestādes maksājuma uzdevuma kopija, ka Pārdevējs ir veicis apdrošināšanas prēmijas maksājumu apdrošināšanas polisē noteiktajā apjomā un termiņā;

8.3.3.3. Saistību nodrošinājuma summa tiek iemaksāta Pirkuma līgumā norādītajā Pircēja norēķinu kontā maksājuma mērķī norādot: "Saistību izpildes nodrošinājums" un Pirkuma līguma datus.

8.3.4. Saistību izpildes nodrošinājumu Pircējs atgriež garantētājam (vai ieskaita Pārdevēja norēķinu kontā), ne vēlāk kā 10 (desmit) dienu laikā pēc Pirkuma līguma 8.3.1.punktā noteiktā termiņa notecējuma.

8.3.5. Pēc Pārdevēja pieprasījuma, Saistību izpildes nodrošinājums vienu reizi Pirkuma līguma izpildes laikā var tikt samazināts par summu, kas tiek aprēķināta procentuāli (%) izlietotajam dabasgāzes apjomam, pie nosacījuma, ka Pirkuma līgumā norādītais Kopējais apjoms ir izpildīts vismaz par 50 %.

9. Nepārvarama vara (force majeure)

- 9.1. Puses tiek atbrīvotas no atbildības par daļēju vai pilnīgu saistību neizpildi un šīs neizpildes sekām, ja saistību neizpilde radusies nepārvaramu, ārkārtēja rakstura apstākļu rezultātā, kuru darbība sākusies pēc Pirkuma līguma parakstīšanas, un kurus tie nevarēja iepriekš paredzēt un novērst. Šādi apstākļi ir, piemēram, ugunsgrēki, karadarbība, dabas stihijas, kā arī likumdevēja, izpildinstitūciju un tiesu darbības un to pieņemtie akti, kā arī citi apstākļi, kas neieklājas attiecīgās Puses iespējamās kontroles un ietekmes robežās un kas tieši liedz izpildīt attiecīgo saistību.
- 9.2. Pusei, kura saistību neizpildi pamato ar nepārvaramas varas apstākļiem, 3 (trīs) dienu laikā rakstiski jāpaziņo par šādiem apstākļiem un to cēloņiem, norādot iespējamo saistību izpildes termiņu.

10. Strīdu atrisināšana

- 10.1. Piemērojamais likums
Visām un jebkādam attiecībām saistībā ar Pirkuma līgumu piemērojams Kodekss un Latvijā spēkā esošās tiesību normas.
- 10.2. Ārpustiesas strīdu izšķiršana
Par visiem strīdiem vai prasībām, kas rodas Pirkuma līguma pušu starpā saistībā ar šo Pirkuma līgumu, Pirkuma līguma puses informē Pārziņi. Pēc informācijas un attiecīgu pierādījumu saņemšanas, Pārziņis uzaicina Pārziņa noteiktajā termiņā otru strīdā iesaistīto Pirkuma līguma pusi sniegt paskaidrojumu un pierādījumus. Pēc otras strīdā iesaistītās Pirkuma līguma puses paskaidrojumu un pierādījumu saņemšanas vai to iesniegšanai noteiktā termiņa beigām, Pārziņis sagatavo rakstveida atzinumu par Pārziņa ieskatā taisnīgāko strīda risinājumu
- 10.3. Strīdu izšķiršanas vieta
Jebkurš strīds, domstarpība vai prasība, kas izriet no Pirkuma līguma vai Kodeksa šī Pirkuma līguma pušu starpā, vai skar to pārkāpšanu, izbeigšanu vai spēkā neesamību, un kurus neizdodas atrisināt 20 (divdesmit) darba dienu laikā pēc to rašanās un Pārziņa atzinuma saņemšanas (atkarībā no tā, kas iestājas vēlāk), tiek galīgi izšķirti Latvijas Republikas tiesā pēc piekritības.

11. Nobeiguma noteikumi

- 11.1. Konfidencialitāte
Visa informācija, ko Pirkuma līguma puses ieguvušas viena par otru pirms Pirkuma līguma noslēgšanas un Pirkuma līguma darbības laikā, tai skaitā, bet ne tikai, jebkuras ziņas par Pirkuma līguma puses grāmatvedības un/vai finanšu datiem vai cita informācija, ir konfidenciāla un nav izpaužama trešajām personām, izņemot ciktāl tās izpaušana nepieciešama atbilstoši normatīvajiem aktiem un/vai Pirkuma līguma izpildei. Konfidencialitātes pienākums ir spēkā uz neierobežotu laika periodu un uz to neattiecas Pirkuma līguma darbības termiņš.
- 11.2. Personu datu aizsardzība
Pirkuma līguma puses apņemas no otras Pirkuma līguma puses iegūtos fizisko personu datus apstrādāt un izmantot tikai atbilstoši Eiropas Parlamenta un Padomes Regulai (ES) 2016/679 (2016.gada 27.aprīlis) par fizisku personu aizsardzību attiecībā uz personas datu apstrādi un šādu datu brīvu apriti un ar ko atceļ Direktīvu 95/46/EK (Vispārīgā datu aizsardzības regula) un Latvijas Republikas normatīvajiem aktiem, kas regulē šādu datu apstrādi. Fizisko personu dati apstrādājami tikai Līguma izpildei tikai tādā apmērā, kādā tie ir nepieciešami. Pirkuma līguma puses apņemas nekavējoties veikt fizisko personu datu dzēšanu pēc personas pieprasījuma vai nekavējoties pēc tam, kad ir beigusies nepieciešamība tos apstrādāt.
- 11.3. Līguma noteikumu spēka zaudēšana

Ja kāds no Pirkuma līguma noteikumiem zaudē spēku, tad tas neietekmē citu Pirkuma līguma noteikumu spēkā esamību, ciktāl to neatceļ spēku zaudējošie Pirkuma līguma punkti.

11.4. Saistību nodošana

Pirkuma līguma puses ir tiesīgas nodot savas tiesības un pienākumus (pilnībā un/vai daļēji) trešajām personām ar Pārziņa iepriekšēju rakstveida piekrišanu.

11.5. Līguma noslēgšana un spēkā esamība

Šis Līgums stājas spēkā atbilstoši Kodeksa 5.15. punkta noteikumiem – t.i., *ar brīdi, kad Pārziņis Tirdzniecības platformā ir fiksējis Dalībnieku gribas saskanīgus izteikumus un par to ir paziņojis Tirdzniecības platformā.*