

Part I. Special Provisions
AS VIRŠI-A FUEL WHOLESALE AGREEMENT

Riga

_____._____.2021

Agreement No. _____

Parties to the Agreement:		AS VIRŠI-A	The Customer
Name:		AS VIRŠI-A	Please fill in
Unified reg. No.		40003242737	Please fill in
VAT ID:			Please fill in
Legal address		Kalna iela 17, Aizkraukle, Aizkraukles Civil Parish, Aizkraukles Municipality, LV-5101	Please fill in
Actual address		Bieķensalas iela 21, building B-302, Riga, LV-1004	Please fill in
Signatory	Name, surname, position	Please fill in	Please fill in
	Telephone No.	Please fill in	Please fill in
	E-mail	Please fill in	Please fill in
Contact person	Name, surname, position	Please fill in	Please fill in
	Telephone No.	Please fill in	Please fill in
	E-mail	Please fill in	Please fill in

AS VIRŠI-A Customer Service contacts

Contact phone number	+371 807 000 70
E-mail	kartes@virsi.lv

1. Type of fuel to be supplied

Petrol
Agricultural fuel

Diesel fuel
Heating fuel
Fuel for ships

No.	Delivery address	Container No.	Tank capacity (in litres)

2. E-mail for receipt of invoices

Please fill in

3. VIRŠI INFO system user data

User (name, surname)	Please fill in
User phone	Please fill in
User e-mail	Please fill in

4. Special provisions of the Agreement (if any are agreed by the parties)

Reference to Paragraph of the Agreement	Derogation from the wording of the Paragraph of the Agreement

5. Additional provisions of the Agreement and disclaimers

- 5.1. The general provisions are an integral part of this Agreement. The special and general provisions of this Agreement shall form a single document. In the case of conflict, the special provisions of this Agreement shall prevail.
- 5.2. By signing this Agreement, the Customer confirms that he/she has read the general provisions of the AS VIRŠI-A Fuel Wholesale Agreement, which are available at <https://www.virsi.lv/en/about-us/documents> (version of 07.09.2021), and agrees to and undertakes to comply with them.
- 5.3. AS VIRŠI-A, as the controller of personal data, in accordance with the provisions of General Data Protection Regulation 2016/679, hereby informs that its privacy policy, which results from the relationship defined in this Agreement, is available on the website: <https://www.virsi.lv/en/about-us/documents>. The customer is obliged to familiarise itself with this privacy policy before signing this Agreement.
- 5.4. Before providing information about its contact persons, users of the Virši INFO system and other attracted natural persons, the customer is obliged to inform the above-mentioned persons about the privacy policy available on the website of AS VIRŠI-A. In the case of changes in the personal data of the customer's contact persons, users of the Virši INFO system and other attracted natural persons, the following notification obligation (before submission of the information to AS VIRŠI-A) remains for the Customer. In the case of objections or claims from the above-mentioned persons (in relation to the fact that they have not received the information specified in the privacy policy of AS VIRŠI-A), AS VIRŠI-A has the right to approach the Customer with a claim for compensation of the damages thus caused.
- 5.5. The Customer confirms that the information provided in this Agreement is true and complete.

AS VIRŠI-A

The Customer

Name, surname, position	Please fill in	Name, surname, position	Please fill in
Signature		Signature	
Date	Please fill in	Date	Please fill in

Part II. General Provisions

AS VIRŠI-A FUEL WHOLESALE AGREEMENT

1. Subject of the Agreement

1.1. AS VIRŠI-A undertakes to sell and deliver, and the Customer undertakes to purchase and accept oil products, as well as other products offered by AS VIRŠI-A, hereinafter referred to as - the Products. Product purchase transactions shall be executed with a fuel source document, hereinafter referred to as - the Product Delivery Note.

1.2. On the basis of the terms and conditions of this Agreement, wholesale prepaid or postpaid transactions take place between AS VIRŠI-A and the Customer.

1.3. Product assortment, volume, price, delivery time and place between AS VIRŠI-A and the Customer shall be determined on the basis of a mutual verbal or written agreement before every Product delivery.

1.4. The volume, price, delivery time and place of the sold Products shall correspond to those recorded in the Delivery Note, which shall be confirmed by the signatures of the Customer and the authorised representatives of AS VIRŠI-A on the Product Delivery Note upon delivery of the Product. The Customer confirms that, when signing the Product Delivery Note, he/she acknowledges it as binding, has verified the correctness thereof and compliance with the fact and he/she does not have any complaints regarding the delivered Products.

1.5. The Customer confirms that he/she is registered as a taxpayer.

2. Payment Terms

2.1. The Product order shall be considered as binding to both Parties and executable as of the moment when AS VIRŠI-A has accepted it. AS VIRŠI-A shall inform the Customer within 1 (one) day about the acceptance or rejection of the Product Purchase Order. AS VIRŠI-A shall be entitled to reject the Product Purchase Order without specifying the reasons.

2.2. In the case if the Product is sold with pre-payment, AS VIRŠI-A shall issue the Customer the advance payment invoice that the Customer shall undertake to pay before the day of delivery/transfer of the Product. If the Customer fails to pay the advance payment invoice, AS VIRŠI-A shall be entitled not to perform the Product Order.

2.3. In the case if the Product is sold with payment on an open account, AS VIRŠI-A shall issue the Customer the Product Delivery Note at the moment of delivery of the Product. The Customer shall undertake to pay AS VIRŠI-A for the Products via wire transfer before the Product payment date determined in the Product Delivery Note, hereinafter referred to as - the Payment Term. If the Product Delivery Note does not specify its due date for the payment, the Customer shall pay AS VIRŠI-A for the Products by transfer of funds within 10 (ten) business days of the date of receipt of the Product Delivery Note.

2.4. AS VIRŠI-A shall be entitled to unilaterally change the Product price, if, regardless of AS VIRŠI-A, the international, national or local duties, taxes, contributions have changed, changes are made in legislation, changing expenses of AS VIRŠI-A, as well as in

relation to changes in the currency exchange rate or general increase or decrease of fuel prices on the fuel market.

2.5. The Product is considered paid for when the funds are credited to the current account of AS VIRŠI-A.

2.6. Payments made by the Customer within the framework of the Agreement

AS VIRŠI-A shall first direct the payment for payment of the Late Payment Interest, then cover the amount of the principal debt, first covering those Product Delivery Notes whose payment term has set in earlier, and then shall cover the expenses arising in relation to debt recovery.

2.7. In the case of failure to comply with the payment terms specified in the Product Delivery Note issued by AS VIRŠI-A, the Customer shall have an obligation to pay AS VIRŠI-A late payment interest for delayed payment in the amount of 0.15% of the amount of the unpaid or partially paid Product Delivery Note for each day of delay in payment, hereinafter referred to as - Late Payment Interest. Payment of Late Payment Interest shall not exempt the Customer from the performance of obligations.

2.8. AS VIRŠI-A may unilaterally amend the payment procedure of the Product Delivery Note: from pre-payment to post-payment and vice versa, including taking the operation period, credit history, payment discipline, financial and legal situation as well as other important factors and available information about the Customer into consideration.

3. Product Delivery Terms and Conditions

3.1. AS VIRŠI-A shall have an obligation to deliver and transfer the Products to the authorised representative of the Customer. The signature of the authorised representative of the Customer on the Product Delivery Note confirms the fulfilment of the obligations of AS VIRŠI-A towards the Customer.

3.2. Upon acceptance of the Products in the presence of the representatives of AS VIRŠI-A, the authorised representative of the Customer (in accordance with Clause 3.1 of the Agreement) shall sign the Product Delivery Note. The authorised representative of the Customer confirms by his/her signature that the Products are delivered in the volume and quality determined in the Product Delivery Note of the Customer.

3.3. When delivering the Products to the delivery place specified by the Customer, all persons present at the delivery place specified by the Customer, presenting themselves as the authorised representatives of the Customer and who sign the Product Delivery Notes, shall be considered as authorised representatives of the Customer, thus the Customer shall bear full responsibility for the activity and/or inactivity of such persons.

3.4. The Product price shall include payment for delivery of the Product to the Delivery place.

3.5. AS VIRŠI-A shall fill the fuel ordered by the Customer in the fuel storage tank specified by the Customer. The Customer shall be responsible for the fact that the fuel storage tank corresponds with the requirements determined in the regulatory enactments of the

Republic of Latvia for the use of hazardous equipment and is provided with document confirming compliance.

3.6. Within the framework of this Agreement, the time when the Customer or authorised representative thereof has signed the Product Delivery Note on receipt of the relevant Product, shall be considered as the time of receipt of the Product.

4. Requirements for Fuel Delivery Place

4.1. The Customer shall provide convenient and safe access to the place provided for the unloading of fuel, including that it is not disturbed by tree branches, electrical installations, structures and other objects. The Customer shall provide a sufficiently wide (minimum width - 3 metres) access road to the fuel discharging place, including turning and manoeuvring possibilities.

4.2. The Customer shall ensure that the road of the fuel carrier to the point of fuel unloading is stable; it must not be slippery, with dangerous protrusions, holes or slopes that may endanger the safety and health of the fuel carrier driver.

4.3. If the access to the fuel filling point is higher than 1.5 m, the Customer must ensure safe access via stable stairs. Stairs must be in working order and in good technical condition. The connection point must be equipped in such a way so as to protect workers against the risk of falling. If this condition is not met, the fuel supply will be suspended or refused.

4.4. In winter, the work area at the fuel filling connection point must be as free of snow and ice as possible. Access and turning roads must be cleared of snow.

4.5. Fuel dump points/tanks must be clearly identifiable - marked with the tank number, fuel type and tank volume.

4.6. The earthing connection point must be marked with an appropriate safety sign: "earthing".

4.7. If the fuel discharging point is not visible from the fuel carrier, then the customer shall provide a person, who shall assist in fuel delivery.

5. Requirements for Fuel Tanks and Equipment

5.1. The minimum capacity of the unloading tank must not be less than 1000 l.

5.2. The Customer shall ensure that the fuel tanks (storage tanks) comply with the Regulation of the Cabinet of Ministers of the Republic of Latvia (the Cabinet) "Procedures for the Technical Supervision of Storage Tanks for Dangerous Substances". They have been periodically inspected in accordance with the relevant technical supervision regulations.

5.3. Fuel tanks must be equipped and secured in accordance with the requirements of the Cabinet Regulation "Regulations on Environmental Protection Requirements for Petrol Stations, Oil Bases and Mobile Tanks".

6. Rights and Responsibility of the Parties

6.1. AS VIRŠI-A guarantees the quality of the Product - petroleum products in accordance with the issued certificate. In the case of disputes regarding the quality of Products, upon mutual agreement of the Parties, laboratory testing of selected samples shall be performed by a laboratory independent of the Parties by applying the petroleum product testing methods in force in the Republic of Latvia. The results of this type of laboratory test shall be final and binding on both Parties.

6.2. Property rights for the Products shall only transfer to the Customer after payment of the purchase price for the Products in the full amount.

6.3. In the case of a delay in payment of the Product Delivery Note, AS VIRŠI-A shall be entitled unilaterally, without prior warning, to terminate the regular Product deliveries until payment of the late payment interest and previously delivered Products has been

received in full amount. In such a case, AS VIRŠI-A shall not be responsible for losses caused to the Customer, which may arise in the case of failure to deliver the Products. The Customer shall undertake all responsibility of the depositor provided for in the Civil Law for the Products located with the Customer.

6.4. The Customer shall not have the right to use the trade marks owned by AS VIRŠI-A and/or being in use, and other intellectual property thereof without the written consent of AS VIRŠI-A.

6.5. In the case if the Customer delays the payment term for the Product Delivery Note, AS VIRŠI-A shall be entitled, without prior notification, to deliver the information about the Customer and its delays in payments to a collection company, to disclose this information to third parties for the purposes of protection of the interests of creditors directly or by including it in the credit history databases of collection companies, to deliver the data of the Customer. In the case of a delay of payments by the Customer, AS VIRŠI-A may deliver its rights of claim to the collection company for the recovery of debt, and in such a case the Customer shall repay all expenses incurred to AS VIRŠI-A or its authorised persons, in relation to recovery of the debt, in accordance with the prices determined by the relevant collection company.

7. Confidentiality Rules

7.1. The Parties shall ensure that during the term of the Agreement, as well as after the expiry of the Agreement, any information received by the Parties in the performance of the Agreement relating to the content of the Agreement, services, technology, personnel, finances or other internal matters of the Parties that is not publicly available will be kept completely confidential and will not be disclosed to any third parties unless the Party gives its written consent to the dissemination of such information.

7.2. Within the period of validity of the Agreement, as well as after its expiry, the Parties shall not use the information acquired from the other Party or about the other Party in a way that would harm the operations, prestige or competitiveness of the other Party.

8. Force Majeure

8.1. The parties are discharged from liability for a partial or full default on obligations if such default has taken place after signing the Contract due to force majeure that the respective Party could neither predict, prevent nor affect. Such circumstances are natural disasters, wars. The Party referring to the aforesaid circumstances must inform the other Party about such circumstances in written form within 10 (ten) days of the date of their occurrence.

9. Other Provisions

9.1. The parties shall be responsible towards each other for the execution of liabilities determined in this Agreement and/or its annexes in accordance with the laws and regulations of the Republic of Latvia.

9.2. Personal data shall be processed according to the AS VIRŠI-A privacy policy, which is available on the website <https://www.virsi.lv/en/about-us/documents> ensure the fulfilment of the obligations of the Agreement and the protection of the interests of the Parties.

9.3. AS VIRŠI-A has the right to request from the Customer and the Customer shall have an obligation to submit financial information (including, but not limited to, operational balance-sheet, annual reports and other documents), if the Customer has delayed the payment of Product Delivery Notes.

9.4. The Parties agree to use the AS VIRŠI-A customer service system VIRŠI INFO for mutual cooperation, which is available on the website of AS VIRŠI-A www.virsi.lv.

9.5. The Agreement shall enter into force on the date it is signed and shall be valid for an indefinite period.

9.6. Each of the Parties is entitled to terminate this Agreement unilaterally if it has provided written notice to the other Party at least 15 (fifteen) days before the end of the Agreement's validity period; besides, the Client is only entitled to terminate this Agreement unilaterally if he/she has fully executed all the liabilities towards AS VIRŠI-A arising out of the terms and conditions of this Agreement.

9.7. Any dispute, disagreement or claim arising from this Agreement, concerning its breach, termination or invalidity, shall be resolved by negotiation. If the dispute cannot be resolved through negotiations, the dispute shall be finally resolved in the court of the Republic of Latvia.

9.8. Notifications, complaints, warnings and other correspondence (except for the issued Product Delivery Notes) between the Parties shall be made to the addresses specified in the details of the Agreement, sending via registered mail, sending the electronic document to the electronic mail address specified by the Customer or delivering in return for a signature of receipt. If the above-mentioned documents are sent via mail, it shall be deemed as received on the 3rd (third) day from the delivery thereof to the postal office, regardless of its actual receipt.

9.9. If the Agreement is signed electronically, the date of the last signed time stamp shall be considered as the date of mutual signing of the Agreement.

9.10. Any amendments and/or supplements to the Agreement shall take effect after they have been made in writing and signed by both Parties thereto.

9.11. The Parties agree that during the validity period of this Agreement in mutual relations and the fulfilment of obligations of the Agreement they shall comply with all applicable laws, regulations and requirements, and each shall perform proper measures in order not to permit involvement of the Parties, their employees or representatives in unlawful activities, including, but not limited to, activities related to corruption, fraud, acceptance of non-permitted benefits and/or commercial bribery.

The Parties undertake to comply with the requirements of the Law on the Prevention of Money Laundering and Financing of Terrorism and Proliferation, as well as all applicable legal acts with regard to financial accounting and reporting, as well as environment protection. The Customer confirms that the monetary funds it uses for transactions are not criminally acquired.

The Customer shall undertake to comply with any applicable international sanctions, embargoes, trade restrictions and requirements of the Law on International Sanctions and National Sanctions of the Republic of Latvia.

The Customer shall undertake to immediately inform AS VIRŠI-A about any claim, measure or process, related to the Law on Prevention of Money Laundering and Terrorism and Proliferation Financing and/or Law on International Sanctions and National Sanctions of the Republic of Latvia that is driven towards the Customer, its representative, official or beneficial owner.

The Parties have agreed that in the case if the Customer fails to provide the requested information and/or fails to perform the relevant measures without delay for the elimination of unlawful activities established during the course of fulfilment of the Agreement, AS VIRŠI-A shall be entitled to terminate this Agreement without delay by notifying the Customer of such in writing.

9.12. Change of the board, shareholders, stockholders, owners, cooperation partners of the Customer or reorganisation of the Customer as well as change of the details of the Customer shall not serve as a basis for the termination and/or non-fulfilment of legal

relations of the Agreement. The obligation to perform the contractual obligations shall be transferred to the successors of the Customer's rights and obligations.

9.13. AS VIRŠI-A and the Customer certify with their signatures that they have read all the terms and conditions of this Agreement and acknowledge them as mutually beneficial, fair and reasonable.

9.14. The Agreement is made in two identical counterparts, with one counterpart for the Customer and one for AS VIRŠI-A. Both counterparts of the Agreement shall have equal legal power.

AS VIRŠI-A**The Customer**

Name, surname, position	Please fill in	Name, surname, position	Please fill in
Signature		Signature	
Date	Please fill in	Date	Please fill in