

**Questions and answers  
in open contest  
“FOR SUPPLY OF WELL EQUIPMENT FOR  
THIRTY WELLS OF INCUKALNS UNDERGROUND GAS STORAGE”  
ID NR. “CONEXUS BALTIC GRID” 2019/3**

Nr.	Question	Answer
2.3.	<p><b>Please delete this clause in its entirety and insert the following;</b></p> <p>2.3 The Purchaser shall pay the invoice to the Supplier within 30 (thirty) days after receipt of invoice, including all shipping paperwork. Within 15 (fifteen) days of Purchaser receiving the invoice, the Purchaser may dispute any items on the invoice. The Purchaser shall notify the Supplier of the reasons, and both parties will co-operate fully to resolve any dispute as expeditiously as possible.</p>	<p>Article 2.3. is updated as following:</p> <p>2.3. The Purchaser shall pay the Fee for the Goods supplied and services provided in compliance with the invoice submitted by the Supplier via bank transfer to the bank account specified in the invoice and in accordance with the following procedure:</p> <p style="padding-left: 40px;">2.3.1. 30% (thirty per cent) of the Fee of the Goods within 30 (thirty) days after signing the Contract and receipt of the advance payment guarantee in the amount of 30% (thirty per cent) of the Fee of the Goods according to the Clause 3.1., and 3.2.;</p> <p style="padding-left: 40px;">2.3.2. 70% (seventy per cent) of the Fee in compliance with the submitted invoice within 30 (thirty) days after each complete DDP delivery part of the Goods according to the Clause 3.1., and the related documentation (including all shipping paperwork) in full amount to the destination specified in Clause 3.2., and after mutual signature of the statement of acceptance for the Goods and the related services provided in full compliance with the Contract.</p> <p style="padding-left: 40px;">2.3.3. Within 15 (fifteen) days of Purchaser receiving the invoice, the Purchaser may dispute any items on the invoice. The Purchaser shall notify the Supplier of the reasons, and both parties will co-operate fully to resolve any dispute as expeditiously as possible.</p>
3.2.	<p><b>Please add at the end of article 3.2:</b></p>	<p>This clause will be added at the end of Article 3.2.</p>

	Title of the equipment shall pass to the Purchaser upon full payment.	
4 Guaranties, Warranties	<p><b>Please insert in 4.2 “12 months”:</b></p> <p>The guarantee and warranty shall remain valid for [12] twelve months after the Goods have been completely delivered to the final destination indicated in the Contract.</p> <p><b>and add:</b></p> <p>The above warranty does not apply to (i) equipment used or handled beyond its manufacturers operating parameters and specified (ii) equipment that has been modified or subjected to improper handling, storage, installation, operation or maintenance by Purchaser, including use of unauthorized replacement parts; (iii) component parts not manufactured by Supplier, whether purchased by Supplier or furnished by Purchaser, such parts being subject to any applicable manufacturer’s warranty; (iv) parts requiring replacement because of natural wear and tear; or (v) the design on those jobs where Supplier prepared drawings or lists from designs furnished by others. Supplier’s liability for breach of this warranty is expressly limited to the repair or replacement, at its sole option, of any equipment or parts of equipment which provide to be defective during the warranty period. This limited express warranty, and the stated remedies for breach thereof, shall be in lieu of any and all other warranties, express or implied, including without limitation, warranties for merchantability or fitness for any particular purpose. In no event shall Supplier’s liability hereunder exceed the contract value of the defective equipment.”</p>	<p>The end of Article 4.2. is updated as following:</p> <p>4.2. The guarantee and warranty shall remain valid for [number] ([number in words]) months after the Goods have been completely delivered to the final destination indicated in the Contract.</p> <p>The above warranty does not apply to (i) equipment used or handled beyond its manufacturers operating parameters and specified (ii) equipment that has been modified or subjected to improper handling, storage, installation, operation or maintenance by Purchaser, including use of unauthorized replacement parts; (iii) component parts not manufactured by Supplier, whether purchased by Supplier or furnished by Purchaser, such parts being subject to any applicable manufacturer’s warranty; (iv) parts requiring replacement because of natural wear and tear; or (v) the design on those jobs where Supplier prepared drawings or lists from designs furnished by others. Supplier’s liability for breach of this warranty is expressly limited to the repair or replacement, at its sole option, of any equipment or parts of equipment which provide to be defective during the warranty period. This limited express warranty, and the stated remedies for breach thereof, shall be in lieu of any and all other warranties, express or implied, including without limitation, warranties for merchantability or fitness for any particular purpose. In no event shall Supplier’s liability hereunder exceed the contract value of the defective equipment.</p>
13	<b>Please change / insert the following new provisions:</b>	Article 13.1. is updated as following:

<p>Limitation of Liability</p>	<p><b>13.1</b> (Replace second sentence “The total liability of the supplier....” with:)  Notwithstanding anything to the contrary in this Contract or elsewhere, the parties agree that Supplier’s maximum aggregate liability with respect to this Contract shall be strictly limited to the value of the Contract with respect to the equipment furnished by the Supplier (“Maximum Liability”). Purchaser shall, to the maximum extent permitted under law, release, indemnify and hold Supplier harmless from and against any and all claims, demands, costs and liabilities of any kind or character (including without limitation, reasonable attorneys’ fees and costs of litigation), in excess of the Maximum Liability, asserted by or in favour of any person, party or entity regardless of cause or source.”</p> <p><b>Insert:</b>  <b>13.2 (i)</b> Purchaser shall assume the entire responsibility and liability, and fully indemnify Supplier and its subcontractors against all claims, liabilities and expenses for illness, personal injury or death of persons employed by Purchaser or its other contractors of any tier, and for all damage to or loss of property of Purchaser or its other contractors of any tier; regardless of whether such illness, injury, death, damage or loss is caused by the fault of Supplier.</p> <p><b>Insert:</b>  <b>13.4</b> Notwithstanding anything to the contrary contained herein, Supplier hereby agrees to assume the liability for, the following specified types of losses or events: (1) reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the wellbore itself; (2) control of a wild well, underground or above the surface; (3) pollution, including clean-up and control</p>	<p>13.1. Neither the Purchaser nor the Supplier and/or employees shall be liable for any incidental or consequential damages, including but not limited to, loss of product, loss of profit, loss of use, business interruption or facility downtime howsoever caused, and whether based on warranty, the Contract, negligence or otherwise. Notwithstanding anything to the contrary in this Contract or elsewhere, the parties agree that Supplier’s maximum aggregate liability with respect to this Contract shall be strictly limited to the value of the Contract with respect to the equipment furnished by the Supplier (“Maximum Liability”). Purchaser shall, to the maximum extent permitted under law, release, indemnify and hold Supplier harmless from and against any and all claims, demands, costs and liabilities of any kind or character (including without limitation, reasonable attorneys’ fees and costs of litigation), in excess of the Maximum Liability, asserted by or in favour of any person, party or entity regardless of cause or source.”</p> <p>Article 13.3. is updated and Contract is updated with articles 13.4. and 13.5. as following:  13.3. Purchaser shall assume the entire responsibility and liability, and fully indemnify Supplier and its subcontractors against all claims, liabilities and expenses for illness, personal injury or death of persons employed by Purchaser or its other contractors of any tier, and for all damage to or loss of property of Purchaser or its other contractors of any tier; regardless of whether such illness, injury, death, damage or loss is caused by the fault of Supplier.</p> <p>13.4. The Purchaser and the Innovation and Networks Executive Agency (INEA) shall not be held liable for any loss incurred or suffered by the Supplier, including any injury incurred by third parties as a result of the performance of the</p>
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	<p>of the pollutant; or (4) radiologic contamination. Supplier shall assume all responsibility for and shall protect, indemnify and save harmless Purchaser from and against all loss, costs, charges and expenses (including legal costs and expenses) resulting from claims, demands and causes of action of every kind and character relating to pollution or contamination which originates above the surface from the negligence, improper care or disposition by Supplier. Purchaser shall assume all responsibility for and shall protect, indemnify and save harmless Supplier from and against all loss, costs, charges and expenses (including legal costs and expenses) resulting from claims, demands, and causes of action of every kind and character relating to pollution or contamination, other than the described in the preceding sentence, which originates from the subsurface, including but not limited to pollution resulting from fire, blowout, cratering, seepage or any other uncontrolled flow of oil gas, water or other substance.</p>	<p>Contract.</p> <p>13.5. Notwithstanding anything to the contrary contained herein, Supplier hereby agrees to assume the liability for, the following specified types of losses or events: (1) reservoir or underground damage, including loss of oil, gas, other mineral substance, or water or the wellbore itself; (2) control of a wild well, underground or above the surface; (3) pollution, including clean-up and control of the pollutant; or (4) radiologic contamination. Supplier shall assume all responsibility for and shall protect, indemnify and save harmless Purchaser from and against all loss, costs, charges and expenses (including legal costs and expenses) resulting from claims, demands and causes of action of every kind and character relating to pollution or contamination which originates above the surface from the negligence, improper care or disposition by Supplier. Purchaser shall assume all responsibility for and shall protect, indemnify and save harmless Supplier from and against all loss, costs, charges and expenses (including legal costs and expenses) resulting from claims, demands, and causes of action of every kind and character relating to pollution or contamination, other than the described in the preceding sentence, which originates from the subsurface, including but not limited to pollution resulting from fire, blowout, cratering, seepage or any other uncontrolled flow of oil gas, water or other substance.</p>
<p>16 Other provisions</p>	<p><b>Please insert the following new provisions:</b>  <b>16.18</b> Assignment: Neither party shall assign any part or any benefit or interest under this Contract, without the prior written approval of the other party which shall not be unreasonably withheld.”  <b>16.19</b> Supplier hereby advises the Purchaser of our policy against participating in transactions involving any of the following countries, or with any entity known to</p>	<p>Contract project is updated with new clause 16.18.-16.20.:  16.18 Assignment: Neither party shall assign any part or any benefit or interest under this Contract, without the prior written approval of the other party which shall not be unreasonably withheld.”  16.19 Supplier hereby advises the Purchaser of our policy against participating in transactions involving any of the following countries, or with any entity known to be organized</p>

be organized in, or owned or controlled by a national of, these countries: North Korea, Cuba, Iran, Sudan or Syria. Any requirement by the Purchaser for Supplier to provide assistance to any other contractor engaged by the Purchaser that is organized in, or owned or controlled by a national of, these countries, or our assignment to an entity that is organized in, or owned or controlled by a national of, these countries, will constitute grounds for Supplier's termination of this contract for cause and Supplier will not be in breach or default.

The Purchaser shall observe the applicable embargo provisions and further foreign trade legislation. The Purchaser shall not – directly or indirectly – sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any Equipment or Services to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical, or biochemical weapons proliferation, military or money laundering activities) without first obtaining all required government authorisations.

The Purchaser represents that he shall not either directly or indirectly through any of its subsidiaries request, implements, undertakes, offers, approves or promises payments or items of value to (a) representatives or employees of a government (including employees of enterprises, public authorities or corporate bodies which are owned or controlled by a government), (b) any representative or employee of public international organizations, (c) political parties, party functionaries or candidates, or (d) any third party of which it is known or assumed that it will pass on payments either in whole or

in, or owned or controlled by a national of, these countries: North Korea, Cuba, Iran, Sudan or Syria. Any requirement by the Purchaser for Supplier to provide assistance to any other contractor engaged by the Purchaser that is organized in, or owned or controlled by a national of, these countries, or our assignment to an entity that is organized in, or owned or controlled by a national of, these countries, will constitute grounds for Supplier's termination of this contract for cause and Supplier will not be in breach or default.

The Purchaser shall observe the applicable embargo provisions and further foreign trade legislation. The Purchaser shall not – directly or indirectly – sell, provide, export, re-export, transfer, divert, loan, lease, consign or otherwise dispose of any Equipment or Services to or via any person, entity, or destination, or for any activity or end-use restricted by any applicable laws or regulations (including those applicable to nuclear, missile, chemical, or biochemical weapons proliferation, military or money laundering activities) without first obtaining all required government authorisations.

The Purchaser represents that he shall not either directly or indirectly through any of its subsidiaries request, implements, undertakes, offers, approves or promises payments or items of value to (a) representatives or employees of a government (including employees of enterprises, public authorities or corporate bodies which are owned or controlled by a government), (b) any representative or employee of public international organizations, (c) political parties, party functionaries or candidates, or (d) any third party of which it is known or assumed that it will pass on payments either in whole or in part to any of the above persons for profit or for maintaining of business relations or for other unlawful purposes.

<p>in part to any of the above persons for profit or for maintaining of business relations or for other unlawful purposes.</p> <p>Every breach of this provision of this compliance-clause shall constitute cause for immediate termination of the contract.</p> <p><b>16.20</b> Data protection: Purchaser data is subject to electronic data-processing. In its use of personal data Supplier will observe all relevant data-protection laws (in particular the European General Data protection Regulation) as well as its own internal data-protection guidelines. In certain cases, Supplier may provide personal data to Service Partners or other companies in the Supplier group which may be located outside of the European Economic Area, e.g. in the U.S.; in such cases suitable measures towards data-protection will be applied.</p>	<p>Every breach of this provision of this compliance-clause shall constitute cause for immediate termination of the contract.</p> <p>16.20 Data protection: Purchaser data is subject to electronic data-processing. In its use of personal data Supplier will observe all relevant data-protection laws (in particular the European General Data protection Regulation) as well as its own internal data-protection guidelines. In certain cases, Supplier may provide personal data to Service Partners or other companies in the Supplier group which may be located outside of the European Economic Area, e.g. in the U.S.; in such cases suitable measures towards data-protection will be applied.</p>
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