

Natural Gas sale and purchase Agreement No.
Date
<p>Interstic UAB, registration No 305471589, registered address Ukmergės g. 369A, LT-12142 Vilnius, Lithuania, hereinafter the Seller represented by acting on the articles of association and , registration No, registered address, Lithuania, hereinafter the Buyer represented by acting on the articles of association</p>
Subject-Matter of the Agreement
<ol style="list-style-type: none"> 1. The Seller shall supply Gas to the Buyer in accordance with the Arrangement on Natural Gas Trading to be separately agreed by the Parties, it being understood that the Arrangement on Natural Gas Trading is an integral part of this Agreement. 2. Based on the Buyer's written request, the Seller may sell and deliver and the Buyer shall buy and accept Gas from the Seller in accordance with terms and conditions agreed by the Parties in the Arrangement on Natural Gas Trading. 3. Unless the Arrangement on Natural Gas Trading provides otherwise, the Seller shall cover applicable costs of System Services up to the Delivery Point, but the Buyer shall cover applicable costs System Services from the Delivery Point.
Volume of Natural Gas
<ol style="list-style-type: none"> 4. The specific volume of Gas, the delivery period, and the Delivery Point shall be agreed by the Parties in the Arrangement on Natural Gas Trading. 5. The Buyer shall have a right to unilaterally withstand from delivery of Gas if the Seller has not received consent by the relevant TSO for Gas transmission at the Delivery Point agreed in the Gas Arrangement on Natural Gas Trading. 6. The Seller shall ensure delivery of Gas to, and the Buyer shall ensure acceptance of Gas at, the Delivery Point in compliance with System Services as defined in the Arrangement on Natural Gas Trading. 7. Unless the Arrangement on Natural Gas Trading provides otherwise, the ownership of Gas sold to the Buyer shall be transferred at the Delivery Point upon the delivery and acceptance performed by the Parties by presenting the respective nominations to the transmission system operator.
Quality of Natural Gas
<ol style="list-style-type: none"> 8. In terms of physicochemical parameters, the Gas shall meet the requirements set forth in legislation of the Republic of Lithuania.
Settlements for Natural Gas
<ol style="list-style-type: none"> 9. The Parties in Arrangement on Natural Gas Trading agree on: <ol style="list-style-type: none"> 9.1. the Gas sale and purchase price for a delivery period; 9.2. applicable taxes, duties and all other payments that may apply to transactions of Gas sale and purchase; 9.3. other information 10. The Seller shall send to the Buyer invoices for approval via electronic mail to xxx@xxx.com. 11. A defaulting Party shall pay to the other Party a default interest of 0.4% of the amount not timely paid for each day of delay but not more than 10% of the total payment due. 12. The actual day of payment under this Agreement shall be the day when funds are credited to the bank account of the respective Party.
Liability of the Parties
<ol style="list-style-type: none"> 13. If the Seller has delivered to the agreed Delivery Point the Gas according to the Arrangement on Natural Gas Trading, but, for an undue reason, the Buyer has not accepted it, the Buyer shall pay to the Seller a compensation. The Seller shall calculate the compensation by multiplying the unsold Gas volume (in MWh) by the Unit price specified in the Arrangement on Natural Gas Trading for that period. 14. If the Seller transfers to the Buyer Gas with the physicochemical composition not compliant with the parameters specified in Article 0 of the Agreement, the accepting Party shall immediately suspend the acceptance of such Gas. The acceptance of Gas shall only be resumed when the respective Party ensures a proper Gas composition.

15. The Parties shall be responsible for the existence of all necessary contracts and/or agreements with third parties, which are required for the fulfilment of any obligations arising from this Agreement.
16. The Parties shall not be liable for full or partial non-performance of obligations under the Agreement if such non-performance has occurred due to force majeure circumstances. For the purposes of this Agreement, force majeure circumstance shall mean obstacles arising beyond the control of the affected Party and preventing that Party from the performance of its obligations under the Agreement, and which that Party is unable to prevent. Primarily considered as such shall be the following circumstances: catastrophes, conflagrations, disasters, earthquake and other natural calamities, warfare, as well as economic sanctions, embargo, instructions and orders of courts, administrative and state authorities, or any other circumstances, which the Parties were unable to predict upon the conclusion of the Agreement.
17. Neither obstacles resulting from personal and specific economic circumstances of the Parties, nor specific obstacles to the performance of the Agreement, which have emerged during the time when the defaulted Party delayed the fulfilment of its contractual liabilities, shall be deemed force-majeure events.
18. If the force-majeure conditions last for more than 30 (thirty) days, the Parties shall commence negotiations on a suitable solution for the performance of the Agreement. In such case, the termination of the Agreement shall only be possible by a mutual consent of the Parties.
19. The Parties agree that both parties shall report transactions resulting from this Agreement to the Agency for the Cooperation of Energy Regulators (ACER) according the Commission Regulation (EU) No 1227/2011 of the European Parliament and of the Council on wholesale energy market integrity and transparency (REMIT).

Other provisions

20. The Agreement has been drawn up and the legal relationship resulting from the Agreement shall be governed, fulfilled and interpreted in compliance with the legislation of the Republic of Lithuania.
21. All disputes and disagreements (hereinafter – a Dispute) between the Parties shall be settled through negotiations. In the event of a Dispute, the Party invoking the existence of a Dispute shall submit to the other Party a written statement with a description of the Dispute, the suggested settlement of the Dispute, and a specification of the persons authorised to hold negotiations over the Dispute on behalf of the Party. If the Parties are unable to solve the Dispute, the Dispute shall be settled in a court of o Seller’s registered office.
22. All information that has become known to the Parties within the framework of signing the Agreement and the performance of obligations thereof, shall be confidential and must not be disclosed to any third parties without prior written consent from the authorised representatives of the Parties, with the exception of information, the disclosure of which is provided for by laws and regulations.
23. This Agreement enters into force, when both Parties have signed it and is valid until
24. Any Party may terminate the Agreement unilaterally, if the other Party is in substantial breach of the Agreement. In this case, the Party wishing to terminate this Agreement on these grounds shall notify the other Party about it in writing specifying the reason for termination of the Agreement no later than 30 (thirty) days prior to termination of the Agreement. The Agreement shall be deemed to be terminated as of the day indicated in the notice.

The Seller:

Interstic UAB
 Registration No. 305471589
 VAT No. LT100013014115
 Ukmergès st. 369A, LT-12142 Vilnius
 Republic of Lithuania
 Tel.:

The Buyer:

..... UAB
 Registration No.
 VAT No.
 Ukmergès st. 369A, LT-12142 Vilnius
 Republic of Lithuania
 Tel.:

 Name

 Name

Natural Gas sale and purchase Agreement No.

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According to the Natural Gas sale and purchase Agreement concluded (hereinafter the Agreement) between (the Buyer) and **Interstic UAB** (the Seller), by signing the Arrangement on Natural Gas Trading (hereinafter referred to as the Arrangement) the Parties agree that:

1. From the Seller shall sell and the Buyer shall buy Gas according to the regulations listed below:
 - 1.1. Product type: natural gas;
 - 1.2. Unit price calculation formula:
 - 1.3. Delivery Point:
 - 1.4. Delivery Period:
 - 1.5. Maximum daily sales volume:
 - 1.6. Minimum daily sales volume:
 - 1.7. Other

The Seller:

Interstic UAB
Registration No. 305471589
VAT No. LT100013014115
Ukmergès st. 369A, LT-12142 Vilnius
Republic of Lithuania
Tel.:

The Buyer:

..... UAB
Registration No.
VAT No.
Ukmergès st. 369A, LT-12142 Vilnius
Republic of Lithuania
Tel.:

Name

Name