

General terms and conditions of contracts for services of Eesti Energia AS and companies of the Group

1. General provisions and definitions

1.1 These general terms and conditions (General Terms and Conditions) specify the terms of the contract between the contracting entity (hereinafter referred to as the 'Contracting Entity') and the contractor (hereinafter referred to as the 'Contractor'). The Contracting Entity and the Contractor are hereinafter referred to as the 'Party' or jointly as the 'Parties' in these General Terms and Conditions.

1.2 The General Terms and Conditions are an integral part of the Contract for services entered into between the Contracting Entity and the Contractor.

1.3 The Contract for Services shall specify the work to be performed (hereinafter 'Work'), the terms and conditions of Work, the price, conditions of delivery and deadline, the details of the Parties, and other terms of conditions which the Parties consider to be relevant.

1.4. The documents of the Contract for Services shall be comprised of the Contract together with the General Terms and Conditions, all annexes and any written amendments and supplements to the Contract and/or its annexes signed by the authorised representatives of both Parties (hereinafter jointly referred to as The Contract for Services).

1.5 In the case that the documents of the Contract for Services contradict one another, the Parties shall follow the order of implementation of the documents set forth in the contract.

1.6 The Work shall comply with the conditions, characters and quality requirements specified in the Contract for Services and enable the Contracting Entity to achieve the intended purpose of the Contract. The subject matter of the Contract shall be the Work, including the achievement of the agreed result. To the extent that the Work is unregulated in the Contract for Services, the Work has to at least be of average quality.

1.7 The Work shall be deemed to not comply with the terms of the Contract, inter alia, if any third parties have claims or other rights regarding the Work. Similarly, if the documents related to the Work prepared or obtained by the Contractor are not in accordance with the Contract for Services or requirements prescribed by law.

1.8 The Work shall cover all the materials, operations, works, labour force required to achieve the agreed result, irrespective of whether or not they are explicitly mentioned in the Contract for Services. The Parties have agreed that all the obligations arising from the Contract for Services extend to all works and operations which by their nature, are a part of the works related to the Contract for Services and are necessary for the achievement of the purpose agreed upon. The Work includes necessary operations which enable delivery and receipt of the Work.

1.8.1 In the case that documentation is necessary (including a certificate or a permit) to possess and use the Work or prove its compliance with the requirements, the Work shall also include the compilation of the respective documentation or its application from a relevant institution and the delivery of it to the Contracting Entity.

1.9 The Parties shall be independent in fulfilling their obligations under the Contract for Services. The Contracting Entity shall not be liable to any third parties for the performance of any obligations assumed by the Contractor or the Subcontractor.

2. Delivery and receipt of Works

2.1 The Contractor undertakes to complete the Works and deliver them to the Contracting Entity in line with the procedure and at the time stipulated in the Contract for Services. If the Contract for Services does not set forth otherwise, the Contractor is obliged to deliver the Work on the date of termination of the Work. In the case that the Work concerns the

completion of an item, the Contractor is obliged to deliver the Work by the date of completion of the item in question at the latest. In the case that there is no agreement to the contrary, the delivery conditions of DPD (Incoterms 2010) apply in the delivery of Work.

2.2 The delivery and receipt of Works shall take place by signing the instrument of delivery and receipt of Works. The Contractor shall prepare the instrument of delivery and receipt of works and submit it to the Contracting Entity for signing.

2.3 The instrument of delivery and receipt shall include the volume of the Work performed and the time and place of delivery, as well as any other facts which the Parties consider important.

2.4 The Contracting Entity shall return the signed instrument of delivery and receipt to the Contractor or submit a form to the Contractor regarding any non-conforming Works (hereinafter referred to as 'Objections') within ten (10) calendar days after the delivery of the Work by the Contractor to the Contracting Entity. The Contracting Entity can accept the Work partially by submitting objections regarding Work which does not comply with the conditions of the Contract for Services.

2.5 The risk of accidental loss or damage of the Work performed is transferred upon the Contracting Entity signing the instrument of delivery and receipt.

2.6 In the case that the Contracting Entity has objections, the Contractor has to remedy the deficiencies, faults, imprecisions or other non-compliances with the Contract for services (hereinafter Deficiencies) during the deadline determined by the Contracting Entity. The deadline determined for remedying the Deficiencies before signing the instrument of delivery and receipt shall not extend the deadline for the termination and delivery and receipt of the Work. The deadline for delivery and receipt arising from the Contract for Services is only reinstated in the cases set forth in clause 2.7, if the expert examination identifies non-compliance of the work with the conditions of the Contract for Services.

2.7 If the Contractor does not agree with the claims of the Contracting Entity regarding the Deficiencies of the Work, the Contractor may order an independent expert examination. The expert must be previously agreed upon

by the Parties. If, as a result of the expert examination, it is determined that the Work is inadequate, the costs of the expert examination shall be borne by the Contractor, in the case of the contrary – by the Contracting Entity.

2.8 If the Contractor has remedied the Deficiencies of the Work and the Contracting Entity has no further Obligations, the Contracting Entity shall prepare an instrument of delivery and receipt in accordance with clause 2.2. The Work shall be deemed as accepted upon the Contracting Entity signing the instrument of delivery and receipt.

3. Cost of Work and payment procedure

3.1 The cost set in the contract includes remuneration for the Contractor for the performance of Works and all related expenses, fees and taxes unless the Parties have agreed otherwise in the contract.

3.2 The Contracting Entity shall pay the Contractor the remuneration agreed upon in the Contract for the Work that complies with the Contract for Services after the receipt of the Work as follows:

3.2.1 If the total cost is over two hundred and fifty thousand (250,000) euros in the contract, the payment deadline is forty-five (45) calendar days from the receipt of the respective invoice.

3.2.2 If the total cost is below two hundred and fifty thousand (250,000) euros in the contract, the payment deadline is thirty-five (35) calendar days from the receipt of the respective invoice.

3.2.3 In the case that the Contractor has joined the key supplier factoring programme of the Eesti Energia Group (information: <https://www8.energia.ee/public/ee043.nsf/WebiOmaKJP?OpenFrameSet>), the payment deadline for the invoice is ninety-five (95) calendar days, regardless of the cost of the Contract for services, from the receipt of the respective invoice.

3.3 The Contractor may submit an invoice immediately after the Work or, in the case that the Contract for services stipulates the performance of Work in stages, after the Contracting Entity has signed the instrument of delivery and receipt.

3.4 Any additional expenses incurred by a written request of the Contracting Entity or the necessity of which has been approved by the

Contracting Entity in advance, and for which an annex to the Contract for Services has been prepared, shall be paid by the Contracting Entity. Any additional costs incurred by the Contractor without the prior approval or request of the Contracting Entity shall be borne by the Contractor. The Contracting Entity shall not be obliged to approve any additional expenses.

3.5 If the Work does not comply with the Contract for Services, the Contracting Entity may reduce the remuneration by the amount that the deficiency depreciated the value of the Works. If the remuneration has already been paid to the Contractor, the Contractor shall transfer the amount by which the remuneration was reduced to the bank account of the Contracting Entity within seven (7) calendar days after the receipt of a notice to this effect from the Contracting Entity. The Contracting Entity may not reduce the amount of remuneration if the Contracting Entity has demanded that the Contractor brings the Works into conformity with the terms and conditions of the Contract for Services and the latter has complied with this requirement.

3.6 Changing the amount of remuneration on grounds other than the provisions of the Contract for Services is only permitted subject to written agreement of the Parties.

3.7 When the Contracting Entity has received the Works, notwithstanding any deficiencies therein and has set a deadline for the Contractor to remedy such deficiencies, the Contracting Entity has the right to withhold the cost of defective Works until an instrument of receipt regarding the remedy of deficiencies has been signed.

3.8 The Contractor shall include, in addition to components required by the law, the number of the Contract for services.

4. Warranty

4.1 The Contractor shall assume a warranty obligation regarding the Works performed (hereinafter referred to as the 'Contractor's Warranty') after the delivery of the Works to the Contracting Entity, which covers all deficiencies discovered in the Work during the warranty period. In interpreting the Contractor's Warranty, the Parties shall be guided by Section 650 of the Law of Obligations Act.

4.1.1 In the case that the Parties have not determined the length of the warranty, the

period of warranty shall be twenty-four months starting from the signing of the instrument of delivery and receipt. If the Works are delivered in stages, the warranty period shall begin upon the signing of the instrument of delivery and receipt about the last stage of Work.

4.2 The Contractor undertakes to remedy any deficiencies discovered in the Work during the warranty period at their own cost. Deficiencies shall be removed within seven (7) days after the receipt of a respective notice from the Contracting Entity in a way by which the Work is aligned with the conditions set forth in the Contract for Services.

4.2.1 The Contractor is obliged to, regardless of the General Terms and Conditions in clause 4.2, respond to claims in relation to deficient Work within twenty-four (24) hours after receiving a respective notice from the Contracting Entity and agree on a precise order for the performance of the Contractor's Warranty. The Parties have the right to agree on an extended deadline for the Contractor's Warranty in the case that it is necessary for remedying the Deficiencies or due to the delivery time of the spare parts. If the Contractor does not comply with the Contracting Entity's requirements and/or does not remove the Deficiencies by the deadline and in the order agreed upon, the Contracting Entity has the right to order the necessary works from third parties at the expense of the Contractor.

4.2.2 The Parties shall sign an instrument of delivery and receipt regarding the warranty works performed and delivered to the Contracting Entity.

4.3 The warranty period agreed upon in the Contract for Services shall be extended until the Contractor has remedied the deficiencies in the Work. The warranty period for the remedied Work shall continue to run from the time of signing the instrument of delivery and receipt.

4.4 In the event of a failure to comply with the deadline specified in clause 4.2 or 4.2.1, the Contracting Entity has the right to claim a contractual penalty from the Contractor of zero point one percent (0.1%) of the Contract value specified in clause 3 of the Contract for each delayed calendar day. Payment of the contractual penalty does not release the Contractor from the obligation to remedy the deficiencies. When ordering the necessary

warranty works at the expense of the Contractor, the Contracting Entity has the right to demand a contractual penalty pursuant to clause 4.2.1, until the third parties have completed the work.

4.5 The Contractor shall be released from the obligation of the Contractor's Warranty if the Contractor demonstrates that the deficiencies in the Work are due to the fact that the Contracting Entity has failed to use the object of the Work as intended and/or has breached the instructions for its use.

4.5.1 The Contractor may, in a situation set forth in clause 4.5, remove Deficiencies at the expense of the Contracting Entity if they have the consent of the Contracting Entity.

5. Rights of the Contractor

5.1 The Contractor has the right to receive information and instructions needed to perform the Work from the Contracting Entity.

5.2 The Contractor has the right to receive payment from the Contracting Entity for the performance of the Work pursuant to the conditions and procedures set forth in the Contract.

5.3 The Contractor has the right to demand that obstacles to the performance or organisation of Work resulting from the Contracting Entity are removed.

5.4 The Contractor has the right to use subcontractors for the performance of the Work subject to a prior written agreement with the Contracting Entity.

6. Obligations of the Contractor

6.1 The Contractor shall be obliged to perform the Work in compliance with the Contract for services and with the diligence required from a specialist. The Contractor undertakes to take into account the instructions given by the Contracting Entity regarding the progress of the Works during the validity of the Contract.

6.3 The Contractor undertakes to deliver the Work to the Contractor by the time and subject to the conditions set forth in the Contract for Services, including completeness and degree of completion.

6.4 The Contractor undertakes to ensure the availability of the means and tools needed to perform the Works, including transport, and the availability of labour with the required qualifications. Furthermore, the Contractor undertakes to ensure the technical

maintenance, working order, and security of the tools and equipment.

6.5 The Contractor is responsible for any accidental destruction or damage of the Contractor's tools needed to perform the Works.

6.6 The Contractor undertakes to comply with applicable standards and regulations when performing the Works.

6.7 In the case that the Contractor performs the Works in the working area of the Contracting Entity, the Contractor shall be responsible for the maintenance, work, electrical, environmental and fire safety requirements, including compliance with the requirements set by the Contracting Entity and the preservation of the assets and the safety of people in the working area and its surroundings. The obligation set forth in this clause is valid from the moment of commencement of the Works until the delivery and receipt of the Works by the Contracting Entity.

6.7.1 The Contractor undertakes to notify the Contracting Entity promptly about any accidents during the performance of the Contract for Services and about any circumstances that may lead to an accident.

6.8 The Contractor undertakes to co-ordinate in writing, all of the subcontractors used to perform the work prior to their use, with the Contracting Entity's contact persons specified in the Contract for Services. The Contractor shall be responsible to the Contracting Entity for the quality of the Works performed by the subcontractors and for their proper performance, irrespective of any agreements between the Contract and subcontractor.

6.9 The Contractor undertakes to remedy, at its own expense, all deficiencies of the Works due to the activities or non-activities of the Contractor or its subcontractors.

6.10 The Contractor is required to promptly notify the Contracting Entity about any obstacles encountered during the performance of the Works and request respective instructions and information from the Contracting Entity.

6.11 If it becomes evident that the obligations specified in the Contract for Services cannot be fulfilled for reasons beyond the Contractor, the Contractor is obliged to suspend the performance of the Works and promptly notify the Company. Subsequently, the Parties shall make a decision regarding the expediency of

continuing the Work and/or modification of the terms and conditions of the Contract for Services.

6.11.1 Within the meaning of clause 6.11 of General Terms and Conditions, a reason being beyond the Contract shall not be deemed an increase in price regarding materials or the work force necessary for the performance of the Work.

6.12 The Contractor undertakes to reply to all requests received from the Contracting Entity during the performance of the Contract for Services within seven (7) calendar days, unless otherwise provided for by the Contract.

6.13 In the event that the Contracting Entity provides the Contractor with any materials needed for the Works, the Contractor undertakes to return such materials that were provided for the purpose of performing the Works but not used, to the Contracting Entity or the person designated by the Contracting Entity.

6.14 The Contractor undertakes to promptly ask the Contracting Entity for instructions and written approval for the performance of the Works if it becomes evident that the Contracting Entity has given the Contractor instructions which, if complied with, may damage the Work or cause the Work delivered to the Contracting Entity to become non-compliant with the conditions of the Contract for Services. In the abovementioned case, the Contractor shall only be released from liability for non-compliance of the Work in the case if the Contractor has previously notified the Contracting Entity about the lack of instructions and the Contracting Entity has still demanded the performance of Works according to instructions.

6.15 The Contracting Entity shall be obliged to follow the requirements which arise from the requirements of Occupational Health and Safety for the contractual partners of Eesti Energia and the ethical requirements for the contractual partners of Eesti Energia.

7. Rights of the Contracting Entity

7.1 The Contracting Entity has the right to carry out continuous inspection of the progress and quality of the Work and, if deficiencies are detected, issue mandatory precepts regarding the progress of the Work to the Contractor.

7.2 The Contracting Entity has the right to refuse to receive the Work or a stage of the Work if the Work or the stage of the Work has not been performed according to the terms and conditions, quality or quantity specified in the Contract for Services.

7.3 The Contracting Entity has the right to suspend the Contractor's participation in the public procurement contracts and competitions of the undertakings of the Eesti Energia Group and apply a prohibition on cooperation to the Contractor if the obligations agreed upon in the Contract for Services are violated.

7.4 The Contracting Entity has the right to require the replacement or the removal of the subcontractors used in the performance of Works if the Contracting Entity or an undertaking belonging to the same group with the Contracting Entity has applied a prohibition on cooperation for the subcontractor. The Contracting Entity shall become entitled to the right set forth in this clause regardless of the provision of coordination set forth in clause 6.8 in the case if there is a basis for the removal of the subcontractor after coordinating with the subcontractor.

8. Obligations of the Contracting Entity

8.1 The Contracting Entity shall pay the Contractor according to the invoices submitted by the Contractor.

8.2 The Contracting Entity shall provide the Contractor with the necessary information, instructions and documentation agreed upon for the performance of the Work.

8.3 If the Contractor carries out the Work in the work area of the Contracting Entity, the Contracting Entity shall ensure that the Contractor has access to the work area and, if so agreed, to tools and equipment.

8.4 The Contracting Entity shall reply to all written requests received from the Contractor during the performance of the Contract for Services within seven (7) calendar days, unless provided otherwise by the Contract. The transfer of the written inquiries to the Contracting Entity does not suspend the consideration of deadlines set forth in the Contract for Services.

8.4.1 In the case that the Contracting Entity replies to all requests received during the deadline set forth in the General Terms and

Conditions, it shall not affect any consideration of the contractual deadline.

9. Intellectual property

9.1 The Parties have agreed that the proprietary rights arising from intellectual property related to the Work and its results shall belong to the Contracting Entity.

9.2 The Work or a part thereof, including the documents that are the subject matter of the Work and protected by copyright, shall also be deemed to be a contract, if so agreed by the Parties for the purposes of the Copyright Act, with the following consequences:

9.2.1 By handing over the documents, the Contractor shall assign the Contracting Entity all of the proprietary rights for the purposes of the Copyright Act. The assignment of rights shall be deemed to occur without a separate agreement or instrument;

9.2.2 As regards the personal rights of the author, the Contractor grants the Contracting Entity an irrevocable, transferable exclusive licence with sublicensing rights valid for the entire period of copyright validity. The validity of such a licence is not spatially limited and this also applies to the internet environment;

9.2.3 The remuneration paid to the Contractor under the Contract for Services shall be deemed to include, as agreed by the parties, a royalty payment for the purposes of the Copyright Act;

9.2.4 If one of the Parties cancels the Contract for Services, the rights specified in clause 9.2.1 and the licence specified in clause 9.2.2 shall be deemed transferred to the Contracting Entity as from the moment of the cancellation notice.

9.3 The Contract shall not affect the ownership of the information, software, data, technology, know-how or other materials that have been brought along to perform the Work agreed upon in the Contract and which are not the Work and the result of it.

10. Liability of the Parties

10.1 If the Contractor delays the performance of a contractual obligation, the Contracting Entity has the right to demand payment of a contractual penalty, which shall be:

10.1.1 zero point five percent (0.5%) of the cost of the Work or a stage of the Work for each calendar day the delivery was delayed if the cost of the Work is up to twenty-five

thousand (25,000) euros, but not more than twenty percent (20%) of the cost of the Work;
10.1.2 zero point two percent (0.2%) of the cost of the Work or a stage of the Work for each calendar day the delivery was delayed if the cost of the Work is more than twenty-five thousand (25,000) euros and up to two hundred and fifty thousand (250,000) euros, but not more than fifteen percent (15%) of the cost of the Work;

10.1.3 zero point one percent (0.1%) of the cost of the Work or a stage of the Work for each calendar day the delivery was delayed if the cost of the Work is more than two hundred and fifty thousand (250,000) euros, but not more than ten percent (10%) of the cost of the Work.

10.2 If the Contractor has not performed an obligation arising from the delivery of Work or the Contractor's Warranty within one (1) month after the agreed deadline at the latest, the Contracting Entity has the right to withdraw from the Contract for Services without paying the Contractor the remuneration agreed upon and to claim a contractual penalty of twenty percent (20%) of the cost of the Work as well as the damages caused.

10.3 The Contracting Entity also has the right to demand payment of the contractual penalty set forth in clause 10.2 for the time the Contractor has spent remedying the Work based on the Contracting Entity's Objections.

10.4 If the Contracting Entity delays payment of the remuneration to the Contractor, the Contractor has the right to claim a fine for the delay of:

10.4.1 zero point five percent (0.5%) of the owed amount for each calendar day the payment was delayed if the cost of the Work is up to twenty-five thousand (25,000) euros, but not more than twenty percent (20%) of the cost of the Work;

10.4.2 zero point two percent (0.2%) of the owed amount for each calendar day the delivery was delayed if the cost of the Work is more than twenty-five thousand (25,000) euros and up to two hundred and fifty thousand (250,000) euros, but not more than fifteen percent (15%) of the cost of the Work;

10.4.3 zero point one percent (0.1%) of the owed amount for each calendar day the delivery was delayed if the cost of the Work is more than two hundred and fifty thousand

(250,000) euros, but not more than ten percent (10%) of the cost of the Work.

11. Termination and modification of the Contract for Services

11.1 The Contracting Entity may unilaterally terminate the Contract:

11.1.1 if the Contractor does not start performing the Contract for Services within a reasonable time period or indicates in any other way that it does not intend to perform the obligations arising out of the Contract for Services;

11.1.2 if the Contractor does not remedy deficiencies in the Work by the deadline prescribed or remedies such deficiencies in a way that the Work still does not comply with the terms and conditions of the Contract;

11.1.3 if the Contractor is in material breach of the Contract for Services in any other way;

11.1.4 in other cases set forth in law.

11.2 If, in a situation referred to in clause 6.11 of the Contract, the Parties find that it is not expedient to continue with the Contract for Services, the Parties shall agree to terminate the Contract for Services.

11.3 The terms and conditions of the Contract may be amended and supplemented subject to the agreement of the Parties and such amendments and supplements shall be finalised in writing. All amendments to the Contract for Services shall enter into force after being signed by both Parties.

11.4 The Contracting Entity may demand that the performance of the Work is discontinued or suspended at any time, if so dictated by the needs of the Contracting Entity. The deadlines for the relevant Works shall be suspended until the time when the performance of the Work was either discontinued or suspended at the request of the Contracting Entity.

11.5 If during the performance of the Contract for Services, a need for an increase in work volume or an amendment of instructions becomes evident, the Parties may agree upon supplementary works and their costs in writing.

12. Confidentiality

12.1 In the context of the Contract for Services, any information that has become known to the Party in the course of the entry into and performance of the Contract for Services and which is or is related to the fact

of entry into the Contract, the terms and conditions of the Contract for Services, the technical specifications that form a part of the Contract for Services, the objectives and plans of the Contracting Entity in connection with the Contract for Services, and the communication between the Parties, shall be deemed confidential.

12.2 The Parties undertake not to disclose confidential information to third parties unless the obligation to disclose information arises from law or the rules of exchange or trading, or if the other Party has consented to it. The confidentiality requirement set forth in the Contract for Services does not extend to the disclosure of information to the auditors, lawyers and banks of the Parties.

12.3 If one of the Parties communicates or discloses the confidential information received in the course of the performance of the Contract to third parties and thus causes material injury to the Party, the Party that breached the Contract for Services shall be liable for any damages and shall be obliged to compensate the damages sustained by the injured Party to the actual extent of damages incurred.

13. Communication of notices

13.1 The Parties are obliged to notify one other about amendments to their legal address and other circumstances affecting the performance of the Contract for Services within three (3) calendar days.

13.2 Notices shall be communicated over the phone, except for in cases where a written form has been prescribed for notices in the Contract for Services. Written notices shall be sent to the other Party by e-mail. A written notification shall be deemed as delivered to the other Party if three (3) days have passed since the email was sent or if the representative of the respective Party has confirmed receipt of the email.

13.3 A notification which causes legal consequences to the Party, including notices about the use of legal remedies or the amendment of the contract, shall be submitted digitally or with a handwritten signature.

14. Order of the resolution of disputes

14.1 Any differences of opinion or disputes related to the Contract for Services shall be attempted to be resolved by the Parties

through negotiations. If disputes arising from the Contract for Services cannot be resolved by the Parties through negotiations, they shall

be referred to a court in the location of the Contracting Entity.

15. DETAILS OF THE CONTRACTING ENTITY

NO.	NAME OF THE CONTRACTING ENTITY	REGISTRY CODE	E-MAIL ADDRESS FOR INVOICES
1.	Enefit Solutions AS	10633284	enefitsolutions@e-arvetekeskus.eu
2.	Enefit Power AS	10579981	enefitpower@e-arvetekeskus.eu
3.	Narva Soojusvõrk AS	10549419	narvasoojusvork@e-arvetekeskus.eu
4.	Eesti Energia AS	10421629	eesti.energia@e-arvetekeskus.eu
5.	Enefit Green AS	11184032	enefitgreen@e-arvetekeskus.eu
6.	Enefit Wind OÜ	14665542	enefitwind@e-arvetekeskus.eu
7.	Enefit Wind Purtse AS	11119419	enefitwindpurtse@e-arvetekeskus.eu

16. OVERVIEW OF THE TERMS OF PAYMENT

	AT THE OPTION OF THE CONTRACTOR
Contract value over or equal to EUR 250,000	95 calendar days with factoring option or 45 calendar days without factoring option
Contract value under EUR 250,000	95 calendar days with factoring option or 35 calendar days without factoring option

*cost w/o VAT

17. OVERVIEW OF CONTRACTUAL PENALTIES UPON A FAILURE TO APPROPRIATELY ADHERE TO THE TERMS OF DELIVERY

	COST OF WORKS	RATE OF THE FINE FOR DELAY	LIABILITY LIMIT	
The right of the Contracting Entity to claim a contractual penalty for unsatisfactory performance regarding the deadline for the Work or a part of the Work	up to EUR 25,000	0.5% per day	20%	The right of the Contractor to claim a contractual penalty for unsatisfactory performance of the payment obligation by the Contracting Entity
	over EUR 25,000 up to EUR 250,000	0.2% per day	15%	
	over EUR 250,000	0.1% per day	10%	

*cost w/o VAT