



Preventive maintenance Contract No. 2160545

LGS Latvia, Airport Riga

Revision: 9

Date: 2nd of January 2017

Article 1

The undersigned:

Hitec Power Protection bv (Hereinafter called HPP) with its registered office at Bedrijvenpark Twente 40, 7602 KB te Almelo, The Netherlands, in this represented by Garrett Forde, CEO and

LGS Latvia Latvian State JSC "Latvijas gaisa satiksme", (hereafter called end-user) with the place of business in International Airport "Riga", Marupe region, LV 1053, Latvia with its registered office in Riga, Latvia and its operating site at Airport Riga, in this represented by Chairman of the Board Mr. Davids Taurins and Member of the Board Mr. Elmars Svede, acting on the ground of the Articles of Association and Board's authorization, hereafter called „parties“

Declare to have reached an agreement on the following:

Subject to the terms of this contract, HPP, and/or any subcontractors assigned by HPP, will carry out Annual Preventive Maintenance (APM) and Semi Annual Preventive Maintenance (SPM) visits at the premises of the end-user, on the installation as below:

The installation

Description: 2x 750 kVA Hitec UPS system at Riga Airport. The equipment is defined as:

- Diesel engine 12V2000
- Induction coupling XQ-XGA
- Generator Stamford PI734
- Freewheel clutch Stieber FA3889
- Unit control panel
- Bypass control panel
- Unit Transformer panel
- Auxiliary Control panel
- Redundant Starter panel

All other items are excluded and can be discussed to maintain locally.

Article 2 Preventive maintenance

Preventive maintenance is defined as the necessary Semi Annual Preventive Maintenance (SPM), Annual Preventive Maintenance (APM) and Re-Lubrication visits, as per the HPP maintenance procedure CP9800. All other maintenance indicated in schedule CP9800 is defined as "user maintenance". The contract price is inclusive all parts and equipment, required for preventive maintenance as well as related working hours, travelling hours, boarding and travel expenses. A load bank as well as diesel maintenance, are excluded. These need to be arranged locally.



Article 3 Maintenance frequency

Preventive maintenance will be performed on weekdays (Mo - Th.) during normal working hours (between 08.30h and 17.00h, but on Fridays and pre-holiday days - between 08.30h and 16.00h) based on Hitec Directive CP9800 with the following frequency:

First Year

- 1 x Semi Annual Preventive Maintenance (SPM) visit per unit, with On the Job Training.
- 1 x Annual Preventive Maintenance (APM) visit per unit per year, with On the Job Audit

The contract price is based on the above mentioned maintenance activities. SPM visit is with one electrical engineer and the APM visit with two engineers. The call out, part of the helpdesk and corrective maintenance will be outsourced to our sister, Hitec RUS LLC.

Second year

- 1 x Semi Annual Preventive Maintenance (SPM) visit per unit, only supervising.
- 1 x Annual Preventive Maintenance (APM) visit per unit per year, only supervising.

The contract price is based on the above mentioned maintenance activities. Both SPM as well as APM visit with one engineer. The call out, part of the helpdesk and corrective maintenance will be outsourced to our sister, Hitec RUS LLC.

Article 4 Corrective maintenance

In this contract, the corrective maintenance is not described. The warranty of the units is described in the initial order with ordernumber 2210962. Warranty time for UPS units 2 years. If it is detected that part, components or assemblies of UPS unit are defective it should be replaced as soon as possible as a warranty case.

Article 5 Helpdesk

The contract price is including support by the HPP Service Helpdesk. This support comprises:

1. 24/7/365 Helpdesk coordination during and outside normal office hours.
2. Analysis and written report on supplied QMS data files during normal Dutch office hours. Measurements reports need to be discussed in near future. Several ways of measurements are possible.
3. Technical bulletins on service related issues, inclusive software updates during maintenance.
4. Technical Helpdesk support during maintenance and for troubleshooting.



Article 6 Emergency call-out service

The contract price is including preferred assistance for emergency services, but, done by our sister, Hitec RUS LLC, in close cooperation with Hitec Power Protection BV:

1. Site attendance outside normal HPP working hours and/or during weekends or Dutch public holidays.
2. Supply of machines and/or components after normal HPP working time and/or in weekends or Dutch public holidays from our central service store in Apeldoorn, The Netherlands.

Response time on site with regards to emergency services is limited to first possible opportunity of our emergency service. Response time is defined as the time between the technical consult and the arrival time of an Engineer on site. The technical consult will take place within 30 minutes after notification to our Helpdesk. Emergency call-out services will always be charged on a time and material base against current price lists and service rates. A working TCP/IP connection linked with QMS, is necessary.

Article 7 User maintenance

The end-user is responsible for proper user maintenance in accordance with the instructions of HPP. Upon request this will be proven to HPP, for instance by means of a log file. Any additional instructions given by HPP to keep the installation in good condition shall be complied with by the end-user. Maintenance mentioned under, or resulting from article 12 "Exclusions", is also to be understood as user maintenance. All costs related to user maintenance are for the account of the end-user. Costs or damage resulting from non-compliance by the end-user with HPP procedures and instructions regarding the operation and maintenance of the installation will be for the account of the end-user.

Article 8 Technical alterations

Alterations to the UPS installation and/or its application as well as to (the location of) the installation require prior written consent of HPP and may affect the contract price as per Orgalime M-2000 article 10. The basis shall be the original scope of supply, location and duty specification.



Article 9 Execution

The dates on which service visits are scheduled shall be mutually agreed upon.

In case one of the parties wishes to re-schedule a maintenance visit a new visit date shall be agreed upon. A notification time of 30 working days may be taken into account. If this time is not met, all costs will be charged upon. Waiting time caused by the end-user as well as work outside normal HPP working hours or during weekends / (Dutch) holidays at end-users request will be charged as per the valid Service Rates.

HPP shall not be liable for costs or damage resulting from postponement, interruption or cancellation of maintenance work. End user will provide sufficient space, free access and proper connection facilities/possibilities for the usage of a load bank.

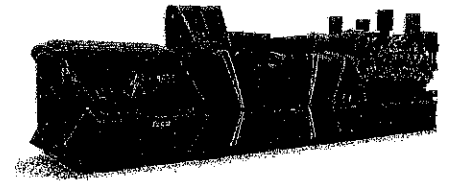
Article 10 Safety

The end-user shall give free and safe access to their premises and to the entire installation and shall give HPP full written details of the safety and other regulations applicable at the place of the installation. The installation will be taken out of operation/put into operation by the end-user. On client request HPP Engineers can operate the installation, although always under full risk and responsibility of client.

Article 11 Exclusions

Apart from other contractual stipulations the following is excluded from the HPP scope of work:

- The supply and disposal of distilled water, oils and cooling liquid.
- Cleaning other than included in the contractual scope of work.
- The disposal of defective parts, liquids, components or assemblies.
- Maintenance due to abnormal wear and tear, corrosion or deterioration.
- Maintenance as a result of fire, nuclear reactions, explosion, lightning, earth quake, flood or any other natural disasters.
- Maintenance due to overload and/or other figurative use of the equipment.
- The remedy of defects or failures arising out of materials provided or installed by the enduser.
- The supply of Diesel fuel.
- Extra technical upgrades or alterations to the installation. Standard upgrades will be done when necessary.
- The risk and costs for in- and external transport or craning.
- Delivery of loadbank. Need to be arranged locally.
- Diesel Maintenance
- Hitec Conditioning Monitoring System



Article 12 Reporting

HPP will provide written reports on the work carried out after each maintenance visit.

Article 13 Subcontracting

HPP is authorized to make use of subcontractors to perform (parts of) maintenance work, although always under supervision of HPP unless otherwise agreed with client. Client is not allowed to subcontract any of the work under this contract to third parties. Contractor will be solely responsible for all subcontractors to follow the contract requirements as described in Contract requirements for onsite contracting, properly insured against third parties.

Article 14 Secrecy

Secrecy is enjoined upon both parties with respect to any and all information received, intentionally or unintentionally, regarding the equipment and/or the application thereof.

Article 15 Validity

The effective date of this contract will be the 17th of January 2017. The contract will be valid to the 31st of December 2018. HPP's liability and warranty obligations shall cease 3 months after termination of the contract.

Article 16 Amendments

All modifications and amendments to this contract shall be made in writing. The English language will be the ruling language. All communication under this contract will be in English unless otherwise agreed with client.

Article 17 Prices

The contract price in the first year will be € 19.517,-.
The contract price in the second year will be € 13.168,-.

Subject to any governmental regulations that may be applicable, the contract price may be adjusted annually after the fixed contract period of 2 years. Hitec will inform client about price changes before end of contractual period. All prices are net and excluding duties and taxes.





Article 18 Payment

The total contract price will be invoiced each half of year:

- 20 th of January 2017	€ 9.758,50
- 20 th of July 2017	€ 9.758,50
- 20 th of January 2018	€ 6.584,-
- 20 th of July 2018	€ 6.584,-

Payments are to be made within 30 days after invoice date.

Article 19 Force Majeure

Either party shall be released from performance of their obligations under this contract to the extent, and as long as, the performance of the contract is impeded by reason of Force Majeure. The party claiming Force Majeure shall give prompt notice of the commencement and termination hereof. Force Majeure circumstances shall include, but not be limited to: Industrial dispute, fire, mobilization, requisition, embargo, currency transfer prohibitions insurrection, hindrance of transport, restrictions of the use of energy and generally any circumstances which are beyond the control of the parties and hinder performance by one of the parties.

Article 20 Termination

Termination in case of breach of contract is only allowed if one of the parties has failed to remedy such breach within 30 days after having received written notice from the other party requiring the breach to be remedied. Either party may claim damages or compensation.

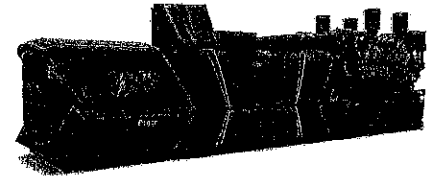
If circumstances of Force Majeure continue for a period exceeding 3 months either party shall be entitled to terminate the contract without incurring any further liability.

Article 21 Liability

The liability of HPP is limited to fulfillment of the obligations of HPP as defined in this contract. HPP shall never be liable for any indemnification unless the damage is caused by intent or gross negligence of HPP. HPP shall not be liable for any consequential damage, loss of profit, loss of production or for any direct or indirect damage that may be suffered by the end-user. The end-user will protect HPP against any claims from third parties, which may result from the execution of this contract.

Article 22 Applicable law / arbitration

This contract shall be governed by and interpreted under the Dutch law. In case of conflict between parties arbitration shall take place by „Stichting Raad van Arbitrage voor Metaalnijverheid en -handel“ in The Hague, The Netherlands.



Article 23 Enclosures

The following enclosures form an integral part of this contract:

- Maintenance schedule CP 9800.
- Service Rates Hitec Power Protection 2017
- The Orgalime M2000 conditions.

Hitec Power Protection B.V.

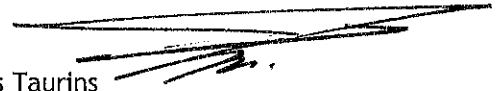
SJSC "Latvijas gaisa satiksme"

Almelo, the 17th of January 2017

Marupe region , the 17th of January 2017



Garrett Forde
CEO



Davids Taurins
Chairman of the Board

Elmars Svede
Member of the Board

