**Translation of the document “Electronic Auction Regulations**

**for the sale of 87 freight wagons”**

1. **General Provisions**
	1. These regulations (hereinafter referred to as the Regulations) determine the procedure for the sale of movable property belonging to the Limited Liability Company LDZ CARGO, registration No. 40003788421, legal address: Dzirnavu Street 147 k-1, Riga, LV-1050 (hereinafter referred to as the Seller): **87 used railway freight wagons**.
	2. Type of sale – electronic auction with ascending bid (hereinafter referred to as Auction).
	3. The Auction is organized on the electronic auction website: <http://auctioncargo.ldz.lv> (hereinafter referred to as EAW).
	4. The Auction organizer is the auction commission established by the Seller (hereinafter referred to as the Commission).
	5. TheAuction starts on **25 August 2025 at 10:00 a.m.**
	6. The Auction ends on **26 August 2025 at 10:00 a.m.**
	7. The Seller shall not compensate the Auction participants for any expenses and/or losses incurred by them in connection with their preparation for and participation in the Auction.
2. **Information on the Movable Property**
	1. The Seller is selling at auction movable property consisting of 87 (eighty-seven) used railway freight wagons, hereinafter collectively referred to as the Wagons, located in the territory of Ukraine. The wagons are located at various railway stations in Ukraine.
	2. Annex 2 to the Regulations contains information on the location (station), wagon number, model, year of construction, date of last major and depot repairs, and equipment of the wagons included in each lot. Information on wagon repairs and equipment is indicated in accordance with the data of the automatic database ADB PV.
	3. To view the Wagons at their location at Ukrainian railway stations, it is necessary to inform the Seller's contact person specified in clause 9.1.1 of the Regulations
	4. Wagons will be sold on the basis of the Contract, a sample of which is in Appendix 1 to the Regulations.
	5. The Buyer assumes all risks associated with the transportation of the Wagons from the place where they are located.
	6. The Buyer shall cover all expenses related to the re-registration of the Wagons in the name of the Buyer, the preparation of carrier and customs documents and the payment for the transportation of the Wagons from the place where they are located.
3. **The Starting Price and the Bidding Step**
	1. The wagons are auctioned and sold in 6 lots.
	2. The starting price and bidding step of the Auction:

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| **Lot No.** | **Number of wagons** | **The starting price of the lot** | **The bidding step** |
| 1. | 7 wagons |  65 500 EUR | 100 EUR |
| 2. | 19 wagons | 159 100 EUR | 100 EUR |
| 3. | 13 wagons | 205 600 EUR | 100 EUR |
| 4. | 16 wagons | 134 500 EUR | 100 EUR |
| 5. | 25 wagons | 406 600 EUR | 100 EUR |
| 6. | 7 wagons | 101 100 EUR | 100 EUR |

* 1. The purchase price is subject to value added tax in accordance with the requirements of the Value Added Tax Law of the Republic of Latvia.
1. **Announcement of the Auction**
	1. The Seller shall announce the Auction not less than 14 (fourteen) days before the Auction Date by publishing an announcement in the official publication “*Latvijas Vēstnesis*”, on the website <http://ldzcargo.ldz.lv> and on the electronic auction website <http://auctioncargo.ldz.lv>.
2. **Participants of the Auction**
	1. A legal entity registered in the European Union or in a third country (except the Russian Federation and the Republic of Belarus) may be a participant of the Auction.
	2. In order to become a participant of the Auction, a legal person must create an EAW account (instructions for using EAW can be found at: https://auctioncargo.ldz.lv/ in section “User Guideline”) and send the documents specified in Clause 5.3 of the Regulations to the Secretary of the Commission by e-mail (specified in Clause 9.1.2). After verification of the documents, the Secretary of the Commission will authorise the participant of the Auction and the participant will be able to register for the Auction.
	3. Legal persons wishing to be authorised to participate in the Auction must send the following documents by e-mail to the Secretary of the Commission by the time specified in Clause 1.5 of the Regulations:
		1. for legal entities registered in the Republic of Latvia:
			1. a standardised certificate from the Register of Enterprises of the Republic of Latvia issued not earlier than 15 days before the auction (or an extended LURSOFT printout) with up-to-date information about the legal entity, including the representation rights of the members of the executive body (board of directors);
			2. a power of attorney to represent the legal entity at the auction, if the legal entity is not represented by a member of the legal entity's executive body with separate representation rights (signed with a secure electronic signature).
		2. for legal entities registered in another country:
			1. a copy of the registration certificate;
			2. the Articles of Association and/or a decision of the founder (participants/shareholders) on the appointment of members of the executive body of the legal entity with separate representation rights;
			3. a power of attorney to represent a legal entity, if the legal entity is not represented by a member of the legal entity's executive body with separate representation rights (signed in PDF format with a secure electronic signature, indicating a website where the authenticity of the signature can be verified);
			4. a cooperation partner identification form for legal entities (in accordance with Annex 3 to the Regulations, signed in PDF format with a secure electronic signature, indicating a website where the authenticity of the signature can be verified).
	4. The documents referred to in Clause 5.3.2.1. – 5.3.2.3. of the Regulations must have a certified translation into Latvian or English.
	5. The Secretary of the Commission has the right not to authorize an applicant to participate in the Auction if any of the documents referred to in Clause 5.3 of the Regulations have not been submitted.
	6. After reviewing the documents submitted by applicants, the Secretary of the Commission, using the EAW, authorizes the Auction Participant or informs about the refusal to authorize. Information about the authorization result is sent to the applicant’s e-mail address specified in the EAW.
	7. After the Auction is over, the Secretary of the Commission shall remove the authorisation status of all Auction participants.
3. **The Auction Process**
	1. The bidding period for the Auction is **24 hours** after the Auction start date and time specified in Clause 1.5 of the Regulations.
	2. The auction bidding time for a lot on the EAW is automatically renewed for 15 minutes from the time of the last bid if bidders continue to submit bids 15 minutes before the end of the Auction, until the time when the last bidder places their bid.
	3. The EAW will display the bidding time and the highest bid after the end of the Auction. This information is available on the EAW for another 30 days after the Auction closes. The auction time is extended until 13:00 o’clock of the next working day if, due to a malfunction of the EAW, bidding was not possible during the last 10 minutes before the Auction closes.
	4. After the end of the Auction, the Secretary of the Commission prepares a report on the results of the Auction, adding the data received from the EAW on the Auction steps and bidders. The report is approved by the Commission.
	5. If the bidder who bid a higher price, hereinafter referred to as the Bidder, refuses to conclude a purchase contract or fails to pay the purchase price within the period specified in the purchase contract, the Company may invite the Auction Participant who was outbid by the Bidder to purchase the Property.
	6. The Auction is declared invalid if:
		1. no participant has registered for the Auction;
		2. no registered participant bids the starting price of the Auction;
		3. the Seller's Board does not approve the Auction’s results;
		4. during the Auction or within 24 hours after the Auction closes, a notification is received about significant disruptions of the EAW that may affect the Auction results, or about violations of the security system of the EAW.
4. **Submission of Complaints, Confirmation of Auction Results and Conclusion of the Contract**
	1. Participants of the Auction may submit a written complaint to the Commission regarding the course of the Auction’s organization. The Commission shall provide a written response within 3 (three) working days from the date of receipt of the complaint.
	2. The Commission shall submit the Auction Report to the Seller's Board of Directors for approval no later than 7 (seven) working days after the Auction is closed.
	3. Only after the results of the Auction are approved by the Seller's Board of Directors, the Bidder or the Auction Participant specified in Clause 6.5 of the Regulations shall acquire the right to purchase the Wagons. The Auction Report approved by the Seller's Board of Directors shall be the basis for the preparation and signing of a Wagon Purchase Contract.
	4. The Seller informs the Bidder about the decision made by the Board of Directors and invites the Bidder to conclude the Wagon Purchase Contract within 10 (ten) days.
	5. If the purchase contract is not signed within 10 (ten) calendar days from the receipt of the notification, the Seller has the right to consider that the Bidder has refused to purchase the Wagons.
	6. In the case referred to in Clause 6.5 of the Regulations, the Commission shall invite the next highest bidder to conclude a Wagon Purchase Contract at the price offered by him at the Auction. If this Auction Participant gives his consent, the Commission shall convene a meeting, draw up minutes indicating the aforementioned circumstances and submits these minutes to the Seller's Board of Directors for approval. If the minutes of the Commission are approved by the Board of Directors, the Wagon Purchase Contract shall be concluded with the Auction Participant specified in the Decision taken by the Board of Directors.
5. **Procedure for Payment of Purchase Price and Other Payments**
	1. After signing the purchase contract, the Seller submits an invoice to the Buyer for the full (100%) purchase value in accordance with the terms and conditions of the purchase contract.
	2. In accordance with the Value Added Tax Law, the purchase is subject to value added tax. If the purchase contract is concluded with a non-resident, the value added tax is refunded to the Buyer within 3 (three) working days from the date when the Seller is granted a document confirming the taking out of the purchased property from the territory of the Republic of Latvia.
6. **Contact Persons of the Seller**
	1. The Seller's contact persons:
		1. for technical issues – **Pāvels Porsnevs**, phone: (+371) 27070954, e-mail: Pavels.Porsnevs@ldz.lv.
		2. the Secretary of the Commission – **Inese Stendzeniece**, phone: (+371) 25719192, e-mail: inese.stendzeniece@ldz.lv.

 **Annex 1 to the Regulations**

**Draft**

**Noteikumu 1.pielikums**

**Projekts**

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| **LĪGUMS Nr.** Rīga \_\_\_\_\_\_\_\_\_\_\_\_ , 2025**Sabiedrība ar ierobežotu atbildību „LDZ CARGO”**, turpmāk – Pārdevējs, valdes priekšsēdētājas \_\_\_\_\_\_\_\_\_\_\_\_ un valdes locekļa \_\_\_\_\_\_\_\_\_\_\_ personā, kuri rīkojas uz statūtu pamata, no vienas puses, un\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, turpmāk – Pircējs, kuras vārdā uz statūtu pamata rīkojas \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, no otras puses, turpmāk kopā - Puses, labā ticībā, bez viltus, maldības un spaidiem noslēdz šo līgumu, turpmāk – Līgums.1. **Līguma priekšmets**

1.1. Pārdevējs pārdod, bet Pircējs pērk …. lietotus kravas vagonus, turpmāk– Vagoni, kuriem nav veikti plānveida remonti un kuriem ir beidzies normatīvais kalpošanas laiks.1.2. Vagonu modeļi, numuri un uzbūves gads ir norādīts Līguma pielikumā esošajā sarakstā, kas ir Līguma neatņemama sastāvdaļa.1.3. Vagoni atrodas Ukrainas teritorijā, Vagonu atrašanas vieta (stacija) ir norādīta Līguma pielikumā.1. **Vagonu nodošana un pieņemšana**

2.1. Vagonu nodošana un pieņemšana tiek veikta Līguma pielikumā noradītā Vagonu atrašanās stacijā, pamatojoties uz pieņemšanas un nodošanas aktu (forma VU-70). Pārdevējs nodod Pircējam visu iegādāto Vagonu skaitu. 2.2. Pircējam ir pienākums pārliecināties par vagonu atrašanos Līguma pielikumā norādītā stacijā, Vagonu muitas statusu un Vagonu atbilstību iegādes mērķim. Pircējs pieņem Vagonus to esošajā tehniskajā stāvoklī un komplektācijā un šajā sakarā apņemas necelt nekādas pretenzijas pret Pārdevēju.2.3. Vagonu pieņemšana un nodošana tiek veikta ne vēlāk kā divu nedēļu laikā pēc Līguma noslēgšanas. *Piezīme: norādīts termiņš paredzēts katrai lotei*2.4. Vagonu nodošanas (pieņemšanas) datumu Pircējs un Pārdevējs saskaņo atsevišķi, savstarpēji apmainoties ar rakstisku informāciju pa e-pastu. 2.5. Līdz Pušu saskaņotam Vagonu nodošanas (pieņemšanas) datumam, Pārdevējs sagatavo Vagonu nodošanas (pieņemšanas) aktu, bet Pircējs apmaksā nodošanai saskaņoto Vagonu vērtību pamatojoties uz Pārdevēja rēķinu.2.6. Pēc tam, kad Pircējs apmaksā Līguma 2.5.punktā minēto Pārdevēja rēķinu, Pārdevējs nodod Pircējam:- visu nodošanai saskaņoto Vagonu tehniskās pases (forma ВУ-4 (ВУ-4М);- parakstītu no savas puses vagonu nodošanas (pieņemšanas) akts (forma ВУ-70);- telegrammu no VAS “Latvijas dzelzceļš” par Vagonu īpašnieka maiņu.Norādītos dokumentus Pārdevējs izsūta Pircējam uz e-pasta adresi, kas ir norādīta Līguma 7.sadaļā, pdf formātā. Vienlaikus Pārdevējs nosūta Pircējam pa pastu ar ierakstīto vēstuli pēc Pircēja atrašanas adreses, kas norādīta Līguma 7.sadaļā, parakstīta akta oriģinālu (četri eksemplāri) un tehnisko pašu oriģināli.2.7. Pircējs paraksta no Pārdevēja saņemtos nodošanas (pieņemšanas) aktus un nosūta uz Pircēja elektronisko adresi, kas norādīta Līguma 7.sadaļā, parakstītu aktu pdf formātā un vienlaikus nosūta Pārdevējam parakstītus akta oriģinālus (divi eksemplāri) pa pastu ar ierakstīto vēstuli pēc Pircēja atrašanas adreses, kas ir norādīta Līguma 7.sadaļā. 2.8. Ar Vagonu nodošanas (pieņemšanas) akta parakstīšanas brīdi, Pircējs ir atbildīgs par tiesību aktu prasību ievērošanu, kas attiecas uz Vagonu transportēšanu un ekspluatāciju, uzturēšanu tehniskā kārtībā un kustības drošību ievērošanu, kā arī noteikti uzņemas visus riskus par Vagonu bojājumu vai bojāeju nejauša gadījuma dēļ.1. **Līgumsumma un maksājumu kārtība**

3.1. Vagonu pirkuma maksa ir \_\_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro), turpmāk – Līguma summa. Līguma summai tiek piemērots pievienotās vērtības nodoklis saskaņā ar Latvijas Republikas Pievienotās vērtības nodokļa likuma prasībām. 3.2. Puses apliecina, ka viņi apzinās Vagonu vērtību un atrašanas vietu un atsakās celt viena pret otru prasības par Līguma atcelšanu vai Līguma summas izmaiņām pārmērīgu zaudējumu dēļ, ja tādi radīsies Līguma izpildes gaitā.3.3. Līguma summu Pircējs maksā pamatojoties uz Pārdevēja rēķinu. Rēķinus Pārdevējs sagatavo elektroniski un nosūta no Pārdevēja e-pasta: cargo.rekini@ldz.lv uz Pircēja e-pastu: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Rēķini tiek uzskatīti par derīgiem bez paraksta. 3.4. Pircējs apmaksā Pārdevēja rēķinu tajā norādītā termiņā, bet ne vēlāk kā pirms Pušu saskaņota Vagonu nodošanas (pieņemšanas) datuma.3.5. Līguma valūta ir EUR. Visus izdevumus, kuri saistīti ar Līguma summu pārskaitīšanu, sedz Pircējs. 3.6. Par rēķina apmaksas dienu uzskatāma attiecīgās summas ieskaitīšanas diena Pārdevēja norēķinu kontā. 3.7. Īpašuma tiesības uz Vagoniem Pircējs iegūst pēc Pārdevēja rēķina apmaksas.3.8. Par maksājumu termiņu neievērošanu Pārdevējs ir tiesīgs saņemt no Pircēja līgumsodu 0,01% apmērā no savlaicīgi neapmaksāta rēķina summas par katru nokavēto dienu, bet ne vairāk kā 10% no visas Līguma summas.3.9. Pircējs sedz visus izdevumus, kas saistīti ar Vagonu pārreģistrēšanu uz Pircēja vārda un Vagonu nosūtīšanu no stacijas, kura noradīta Līguma pielikumā.1. **Pārējās Pušu saistības**

4.1. Pircējam ir pienākums pēc Vagonu nodošanas (pieņemšanas) akta parakstīšanas nekavējoties veikt īpašuma tiesību pārreģistrēšanu uz sava vārda saskaņā ar spēkā esošo vagonu reģistrēšanas un uzskaites kārtību, sedzot visas ar to saistītās izmaksas.4.2. Pārdevējs garantē, ka Vagoni ir Pārdevēja īpašums, tie nav ieķīlāti un iznomāti trešajām personām.4.3. Jebkura informācija, kas ir ietverta Līgumā, izriet no tā vai var būt saņemta Līguma izpildes laikā, atzīstama par Pušu komercnoslēpumu un var tikt izpausta trešajai personai vienīgi pēc Pušu vienošanos, vai pēc kompetento personu (t.sk. valsts ieņēmumu dienests, muitas iestādes, bankas utml.) pieprasījuma likumā noteiktajā kārtībā. 4.4. Pircējs parakstot Līgumu, apliecina, ka ir iepazinies ar “Latvijas dzelzceļš” koncerna mājas lapā www.ldz.lv publicētajiem “Latvijas dzelzceļš” koncerna sadarbības partneru biznesa ētikas pamatprincipiem, atbilst tiem un apņemas strikti tos ievērot pats un nodrošināt, ka tos ievēro arī tā darbinieki.4.5. Puses apliecina, ka tās ir informētas, ka vienas Puses iesniegtos personas datus, ja tas nepieciešams Līguma izpildei drīkst apstrādāt tikai saskaņā ar Līguma priekšmetu, Līgumā noteiktajā apjomā, uz Līguma darbības termiņu un tikai saskaņā ar spēkā esošo tiesību aktu prasībām.4.6. Puses nodrošina Līgumā par pilnvarotām personām norādīto darbinieku informēšanu, ka viņu personas dati tiks izmantoto tikai saistībā ar Līguma izpildi un tiks iznīcināti tiklīdz izbeidzas Līguma darbība.4.7. Visus strīdus un domstarpības, kas var rasties no Līguma vai sakarā ar Līgumu, risina pusēm vienojoties sarunu ceļā. Ja Puses nevar panākt vienošanos sarunu ceļā, strīdus nodod izskatīšanai tiesai, atbilstoši spēkā esošiem tiesību aktiem.1. **Pušu atbildība**

5.1. Puses ir atbildīgas par Līguma saistību neizpildīšanu vai nepienācīgu izpildīšanu saskaņā ar Līguma nosacījumiem un spēkā esošajiem tiesību aktiem, kas reglamentē saistītos ar Līguma priekšmetu jautājumus.5.2. Puses tiek atbrīvotas no atbildības par pilnīgu vai daļēju Līgumā paredzēto saistību neizpildi, ja šāda neizpilde ir notikusi nepārvaramas varas apstākļu iestāšanās rezultātā. Šādi nepārvaramas varas apstākļi ietver notikumus, kuri ir ārpus pušu kontroles un atbildības un kurus nevarēja ne paredzēt, ne novērst, rīkojoties ar pienācīgu rūpību. Puse ir tiesīga atsaukties uz šiem apstākļiem ar nosacījumu, ka tā var pierādīt, ka minētie apstākļi tieši ietekmēja Līgumā paredzēto saistību izpildi.5.3. Pusei, kura nevar izpildīt savas Līgumā noteiktās saistības nepārvaramas varas apstākļu iestāšanās dēļ, nekavējoties, bet ne vēlāk, ka 3 (trīs) kalendāra dienu laikā no šādu apstākļu iestāšanās brīža, rakstveidā jāpaziņo par to otrai Pusei, norādot apstākļus, kas kļuva par saistības nepildīšanas, nokavēšanas vai nepienācīgās pildīšanas iemeslu, šo apstākļu rašanās laiku, to darbības un izbeigšanas iespējamo laiku, ja tādu var prognozēt. Par nepārvaramas varas apstākļu iestāšanās pierādījumu atzīstamas izziņas un/vai citi dokumenti, kurus izdod attiecīgā Tirdzniecības - rūpniecības palāta vai cita kompetenta valsts iestāde.1. **Noslēguma noteikumi**

6.1. Līgums stājās spēkā ar tā noslēgšanas dienu un darbojās līdz Līgumā noteikto Pušu saistību pilnīgai izpildei.6.2. Līgumu var izbeigt Pārdevējam un Pircējam par to rakstveidā vienojoties.6.3. Pārdevējs var izbeigt Līgumu, ja Pircējs atsakās saskaņot Vagonu nodošanas (pieņemšanas) datumu, vai nokavē Pārdevēja rēķina samaksu vairāk par 30 kalendārajām dienām.6.4. Līguma papildinājumi un grozījumi noformējami rakstveidā un pievienojami Līgumam kā tā neatņemama sastāvdaļa.6.5. Puses vienojas, ka jebkurš paziņojums, pieprasījums vai cita informācija saistībā ar šo Līgumu, tiks uzskatīta par iesniegtu:6.5.1. ja to iesniedz personīgi vai tos ir piegādājis kurjers – faktiskās piegādes dienā, ko apliecina otras Puses apstiprinājums par dokumenta saņemšanu;6.5.2. ja tie ir nosūtīti ar ierakstītu sūtījumu uz otras puses adresi, kas norādīta Līguma rekvizītos – septītajā dienā pēc pasta iestādes zīmogā norādītā datuma par ierakstīta sūtījuma pieņemšanu nosūtīšanai;6.5.3. ja nosūtīti pa e-pastu uz otras Puses e-pasta adresi, kas norādīta Līguma rekvizītos – dienā, kad otra Puse ir apstiprinājusi saņemšanu ar atbildes e-pastu.6.6. ….*Punkta redakcija tiks saskaņota ar Pircēju, atkarībā no tā, kādā veidā tiks parakstīts Līgums (elektroniski vai papīra veidā).* | **CONTRACT No.** Riga \_\_\_\_\_\_\_\_\_\_\_\_ , 2025**LLC LDZ CARGO,** hereinafter referred to as the Seller, represented by the Chairperson of the Board \_\_\_\_\_\_\_\_\_\_\_\_ and the Member of the Board \_\_\_\_\_\_\_\_\_\_\_, acting on the basis of the Articles of Association, on the one hand, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as the Buyer, on whose behalf \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acts on the basis of the Articles of Association, on the other hand, hereinafter jointly - the Parties, in good faith, without fraud, deception or duress, conclude this Contract, hereinafter referred to as the Contract.1. **Subject of the Contract**

1.1. The Seller sells, and the Buyer buys …. used freight wagons, hereinafter referred to as Wagons, which have not undergone scheduled repairs and whose statutory service life has expired.1.2. The models, numbers and year of construction of the wagons are specified in the list attached to the Contract, which is an integral part of the Contract.1.3. The wagons are located in the territory of Ukraine, the location (station) of the wagons is specified in the Annex to the Contract.1. **Handover and acceptance of the wagons**

2.1. Handover and acceptance of the wagons is carried out at the station where the wagons are located specified in the Annex to the Contract, on the basis of the acceptance and transfer act (form VU-70). The Seller transfers to the Buyer the entire number of purchased wagons.2.2. The Buyer is obliged to verify the location of the wagons at the station specified in the Annex to the Contract, customs status of wagons and the conformity of the wagons with the purpose of purchase. The Buyer accepts the wagons in their current technical condition and configuration and undertakes not to raise any claims against the Seller in this regard.2.3.Acceptance and transfer of the wagons is carried out no later than two weeks after the conclusion of the Contract. *Note: the specified deadline is for each lot*2.4.The date of transfer (acceptance) of the Wagons shall be agreed upon by the Buyer and the Seller separately, by exchanging written information via e-mail.2.5.By the date of transfer (acceptance) of the Wagons agreed upon by the Parties, the Seller shall prepare a Wagons Transfer (Acceptance) Act, and the Buyer shall pay the agreed value of the Wagons for transfer based on the Seller's invoice.2.6.After the Buyer pays the Seller's invoice referred to in Clause 2.5 of the Contract, the Seller shall transfer to the Buyer:- technical passports of all Wagons agreed for transfer (form ВУ-4 (ВУ-4М);- signed by the Buyer the act of transfer (acceptance) of the wagons (form ВУ-70);- telegram from SJSC “Latvijas dzelzceļš” on the change of the owner of the Wagons.The Seller shall send the specified documents to the Buyer to the e-mail address specified in Section 7 of the Contract, in pdf format. At the same time, the Seller shall send to the Buyer by registered mail to the Buyer's address specified in Section 7 of the Contract the original of the signed act (four copies) and the original of the technical documents.2.7. The Buyer shall sign the acts of transfer (acceptance) received from the Seller and send them to the Buyer's electronic address specified in the Contract Section 7, a signed act in pdf format and simultaneously sends the Seller the signed originals of the act (two copies) by registered mail to the Buyer's address specified in Section 7 of the Contract.2.8. From the moment of signing the Wagon Transfer (Acceptance) Act, the Buyer is responsible for compliance with the requirements of legal acts relating to the transportation and operation of the Wagons, maintenance in technical condition and compliance with the safety of movement, and also assumes all risks of damage or loss of the Wagons due to an accidental event.**3. Contract Amount and Payment Procedure**3.1. The purchase price of the Wagons is \_\_\_\_\_\_\_\_\_ EUR (\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ euro), hereinafter referred to as the Contract Amount. Value added tax is applied to the Contract Amount in accordance with the requirements of the Value Added Tax Law of the Republic of Latvia.3.2. The Parties confirm that they are aware of the value and location of the Wagons and refuse to bring claims against each other for cancellation of the Contract or changes in the Contract Amount due to excessive losses, if such will arise during the performance of the Contract.3.3. The Buyer shall pay the Contract Amount based on the Seller's invoice. The Seller shall prepare the invoices electronically and send them from the Seller's e-mail: cargo.rekini@ldz.lv to the Buyer's e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. Invoices shall be considered valid without a signature.3.4. The Buyer shall pay the Seller's invoice within the period specified therein, but not later than before the date of transfer (acceptance) of the Wagons agreed upon by the Parties.3.5. The currency of the Contract is EUR. All expenses related to the transfer of the Contract Amounts shall be borne by the Buyer.3.6. The date of payment of the invoice shall be considered the date of crediting the relevant amount to the Seller's current account.3.7. The Buyer shall acquire ownership rights to the Wagons upon payment of the Seller's invoice.3.8. For failure to comply with the payment terms, the Seller shall be entitled to receive from the Buyer a contractual penalty of 0.01% in the amount of the invoice amount not paid on time for each day of delay, but not more than 10% of the entire Contract amount.3.9. The Buyer shall cover all expenses related to the re-registration of the Wagons in the Buyer's name and the dispatch of the Wagons from the station specified in the Annex to the Contract.**4. Other obligations of the parties**4.1. The Buyer shall be obliged to immediately, after signing the Wagons Transfer (Acceptance) Act to re-register the ownership rights in its own name in accordance with the valid procedure for registration and accounting of wagons, covering all related costs.4.2. The Seller guarantees that the Wagons are the property of the Seller, they are not pledged and leased to third parties.4.3. Any information contained in the Contract, resulting from it or may be received during the performance of the Contract, shall be recognized as a commercial secret of the Parties and may be disclosed to a third party only upon agreement of the Parties, or upon request of competent persons (including the State Revenue Service, customs authorities, banks, etc.) in accordance with the procedure established by law.4.4. By signing the Contract, the Buyer confirms that he has become familiar with the basic principles of business ethics of the cooperation partners of the “Latvijas dzelzceļš” Group published on the website of the “Latvijas dzelzceļš” Group www.ldz.lv, complies with them and undertakes to strictly observe them himself and to ensure that its employees also observe them.4.5. The Parties confirm that they are informed that personal data submitted by one of the Parties, if necessary for the performance of the Contract, may be processed only in accordance with the subject matter of the Contract, to the extent specified in the Contract, for the term of the Contract and only in accordance with the requirements of applicable law.4.6. The Parties ensure that the employees specified in the Contract as authorized persons are informed that their personal data will be used only in connection with the performance of the Contract and will be destroyed as soon as the Contract expires.4.7. All disputes and disagreements that may arise from or in connection with the Contract shall be resolved by agreement of the Parties through negotiations. If the Parties cannot reach an agreement through negotiations, the disputes shall be referred to court for consideration in accordance with applicable law.**5. Liability of the Parties**5.1.The Parties shall be liable for failure to perform or improper performance of their obligations under the Contract in accordance with the terms of the Contract and applicable law governing issues related to the subject matter of the Contract.5.2. The Parties are released from liability for full or partial failure to fulfill the obligations stipulated in the Contract if such failure has occurred as a result of force majeure circumstances. Such force majeure circumstances include events that are beyond the control and responsibility of the Parties and which could neither be foreseen nor prevented by acting with due care. A Party is entitled to refer to these circumstances provided that it can prove that the aforementioned circumstances directly affected the fulfillment of the obligations stipulated in the Contract.5.3. A Party that cannot fulfill its obligations stipulated in the Contract due to force majeure circumstances shall immediately, but not later than within 3 (three) calendar days from the moment of occurrence of such circumstances, notify the other Party in writing thereof, indicating the circumstances that became the reason for the failure to fulfill, delay or improper fulfillment of the obligation, the time of occurrence of these circumstances, the possible time of their action and termination, if such can be predicted. Evidence of force majeure shall be certificates and/or other documents issued by the relevant Chamber of Commerce and Industry or other competent state authority.**6. Final provisions**6.1. The Contract is valid on the date of its conclusion and shall be valid until the Parties' obligations specified in the Contract are fully fulfilled.6.2. The Contract may be terminated by written agreement between the Seller and the Buyer.6.3. The Seller may terminate the Contract if the Buyer refuses to agree on the date of delivery (acceptance) of the Wagons or is late in paying the Seller's invoice for more than 30 calendar days.6.4. Amendments and supplements to the Contract shall be drawn up in writing and shall be attached to the Contract as an integral part thereof.6.5. The Parties agree that any notification, request or other information in connection with this Contract shall be deemed to have been submitted:6.5.1. if submitted in person or delivered by courier – on the day of actual delivery, as confirmed by the other Party’s confirmation of receipt of the document;6.5.2. if sent by registered mail to the other Party’s address specified in the Contract details – on the seventh day after the date indicated on the post office stamp for acceptance of the registered mail for sending;6.5.3. if sent by e-mail to the other Party’s e-mail address specified in the Contract details – on the day when the other Party has confirmed receipt by reply e-mail.6.6. ….The wording of the clause will be agreed with the Buyer, depending on the form in which the Contract will be signed (electronically or in paper form). |
| 1. **Pušu rekvizīti**
	1. Pārdevējs:

**SIA “LDZ CARGO”**Reģistrācijas Nr.40003788421Juridiskā adrese: Dzirnavu iela 147 k-1, Rīga, LV-1050, LatvijaAS Luminor Bank Latvijas filiāleKonts: Nr.LV08RIKO0000082999854SWIFT kods: RIKOLV2X.Saziņas līdzekļi: tālr.+37167234208; e-pasts: cargo@ldz.lv | **7. Details of the Parties*** 1. Seller

**LLC LDZ CARGO**Registration No.40003788421Legal address: Dzirnavu street 147 k-1, Riga, LV-1050, LatviaLuminor Bank AS Latvian branchAccount: No.LV08RIKO0000082999854SWIFT code: RIKOLV2X.Means of communication: tel.+37167234208; Email: cargo@ldz.lv |
| * 1. Pircējs:

Nosaukums \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reģistrācijas nr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Juridiskā adrese \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Banka \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Konta numurs \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SWIFT kods \_\_\_\_\_\_\_\_\_\_\_\_\_\_Saziņas līdzekļi: tālr.\_\_\_\_\_\_\_\_\_\_\_\_; fakss \_\_\_\_\_\_\_\_\_\_\_\_\_, e-pasts: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/……./\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | * 1. Buyer:

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Registration nr.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Legal address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Bank\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Account number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SWIFT code \_\_\_\_\_\_\_\_\_\_\_\_\_\_Means of communication: tālr.\_\_\_\_\_\_\_\_\_\_\_\_; fax \_\_\_\_\_\_\_\_\_\_\_\_\_, e-mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_/……./\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

**Annex 2 to the Regulations**

**Annex 1 to the draft contract**

 **List of wagons**

**Lot No. 1.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 24055139 | 1983 | 11-217 | 06.01.2017 | 11.06.2019 | ДАРНИЦЯ | 55 | 52 | 47 | 50 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 2 | 24094427 | 1984 | 11-217 | 03.08.2014 | 10.10.2019 | ДАРНИЦЯ | 51 | 50 | 45 | 46 | 1989 | 1989 | 1989 | 1990 | 1990 | 1989 |
| 3 | 24383168 | 1986 | 11-217 | 19.03.2016 | 11.06.2019 | ДАРНИЦЯ | 60 | 61 | 53 | 59 | 1983 | 1983 | 1990 | 1990 | 1990 | 1997 |
| 4 | 24383184 | 1986 | 11-217 | 05.04.2016 | 11.06.2019 | ДАРНИЦЯ | 41 | 40 | 44 | 49 | 1991 | 1991 | 1991 | 1991 | 1992 | 1990 |
| 5 | 24478117 | 1987 | 11-270 | 09.05.2015 | 11.06.2019 | ДАРНИЦЯ | 57 | 59 | 57 | 53 | 2011 | 2011 | 2011 | 2012 | 2012 | 2012 |
| 6 | 24478422 | 1987 | 11-270 | 31.07.2015 | 25.09.2019 | ДАРНИЦЯ | 51 | 50 | 47 | 47 | 1992 | 1992 | 1989 | 1992 | 1991 | 1988 |
| 7 | 24478489 | 1987 | 11-270 | 15.07.2015 | 05.09.2019 | ДАРНИЦЯ | 59 | 56 | 53 | 58 | 2007 | 2007 | 2007 | 2007 | 2007 | 2007 |

**Lot No. 1 starting price 65 500 EUR (sixty-five thousand five hundred euros and 00 cents). Bidding step100 EUR.**

**Lot No. 2.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 95085171 | 1983 | 19-752 | 17.06.2021 | 05.09.1999 | КОЗЯТИН II | 37 | 30 | 30 | 30 | 2000 | 2000 | 2015 | 2000 | 1989 | 1999 |
| 2 | 95085205 | 1983 | 19-752 | 26.04.2021 | 17.10.1998 | КОЗЯТИН II | 30 | 30 | 30 | 30 | 2004 | 2008 | 2008 | 2008 | 2004 | 2008 |
| 3 | 95088944 | 1983 | 19-752 | 02.06.2021 | 30.03.1999 | КОЗЯТИН II | 31 | 30 | 30 | 32 | 2009 | 2009 | 2009 | 2009 | 2009 | 2009 |
| 4 | 95126850 | 1984 | 19-752 | 01.03.2021 | 05.07.1999 | КОЗЯТИН II | 31 | 31 | 31 | 30 | 2012 | 2012 | 2001 | 2012 | 2012 | 2009 |
| 5 | 95127437 | 1984 | 19-752 | 26.03.2021 | 26.08.1999 | КОЗЯТИН II | 40 | 32 | 30 | 31 | 2012 | 2012 | 2001 | 2006 | 2008 | 2008 |
| 6 | 95128476 | 1984 | 19-752 | 27.09.2021 | 29.08.1999 | КОЗЯТИН II | 36 | 32 | 30 | 31 | 1990 | 1990 | 1990 | 1990 | 1990 | 2001 |
| 7 | 95128575 | 1984 | 19-752 | 27.05.2021 | 14.05.1999 | КОЗЯТИН II | 30 | 32 | 39 | 40 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 8 | 95129540 | 1984 | 19-752 | 12.04.2021 | 26.03.1999 | КОЗЯТИН II | 33 | 30 | 30 | 30 | 2001 | 2001 | 2012 | 2001 | 2001 | 2001 |
| 9 | 95132924 | 1984 | 19-752 | 29.04.2021 | 15.01.1999 | КОЗЯТИН II | 30 | 30 | 30 | 32 | 2009 | 2009 | 2009 | 2012 | 2012 | 2012 |
| 10 | 95407888 | 1985 | 19-752 | 29.04.2021 | 08.01.2000 | КОЗЯТИН II | 38 | 37 | 40 | 42 | 1991 | 1991 | 1995 | 1989 | 1989 | 1989 |
| 11 | 95408407 | 1985 | 19-752 | 02.02.2021 | 29.07.1998 | КОЗЯТИН II | 38 | 30 | 38 | 44 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 12 | 95459657 | 1985 | 19-752 | 03.05.2021 | 16.04.2000 | КОЗЯТИН II | 39 | 37 | 34 | 36 | 1992 | 1992 | 1992 | 1992 | 1992 | 1990 |
| 13 | 95486973 | 1986 | 19-752 | 10.05.2021 | 25.05.2002 | КОЗЯТИН II | 43 | 41 | 46 | 48 | 2006 | 2006 | 2009 | 2006 | 2006 | 2009 |
| 14 | 95573879 | 1987 | 19-752 | 22.03.2021 | 28.10.2003 | КОЗЯТИН II | 42 | 39 | 37 | 38 | 2008 | 2008 | 2009 | 2008 | 2008 | 2009 |
| 15 | 95684544 | 1989 | 19-752 | 24.04.2021 | 12.02.2005 | КОЗЯТИН II | 45 | 43 | 40 | 41 | 2000 | 2000 | 2007 | 2001 | 2000 | 2008 |
| 16 | 95684718 | 1989 | 19-752 | 26.03.2021 | 19.07.2004 | КОЗЯТИН II | 56 | 52 | 52 | 55 | 2015 | 2015 | 2009 | 2015 | 2015 | 2009 |
| 17 | 95716700 | 1988 | 19-752 | 19.06.2021 | 16.04.2003 | КОЗЯТИН II | 48 | 41 | 47 | 48 | 2013 | 2013 | 2012 | 2013 | 2013 | 2013 |
| 18 | 95716825 | 1988 | 19-752 | 20.03.2021 | 02.02.2005 | КОЗЯТИН II | 37 | 33 | 42 | 42 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 19 | 95762746 | 1989 | 19-752 | 16.06.2021 | 15.05.2005 | КОЗЯТИН II | 44 | 42 | 41 | 42 | 1997 | 1990 | 1990 | 1991 | 1991 | 1991 |

**Lot No.2. starting price 159 100 EUR (one hundred and fifty-nine thousand one hundred euros and 00 cents). Bidding step 100 EUR.**

**Lot No.3.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 94709946 | 1986 | 13-9004 | 22.11.2020 | 18.02.2003 | НАДВІРНА | 51 | 46 | 44 | 43 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 2 | 94709987 | 1986 | 13-9004 | 10.11.2020 | 14.04.2003 | НАДВІРНА | 55 | 55 | 53 | 54 | 2006 | 2006 | 2011 | 2006 | 2006 | 2008 |
| 3 | 94710019 | 1986 | 13-9004 | 26.11.2020 | 19.07.2003 | НАДВІРНА | 54 | 54 | 52 | 53 | 2010 | 2010 | 2006 | 2010 | 2010 | 2006 |
| 4 | 94710332 | 1986 | 13-9004 | 10.11.2020 | 14.07.2003 | НАДВІРНА | 50 | 49 | 45 | 51 | 2011 | 2011 | 2012 | 2011 | 2011 | 2012 |
| 5 | 94729001 | 1987 | 13-9004 | 15.11.2016 | 20.12.2020 | НАДВІРНА | 45 | 44 | 46 | 49 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 6 | 94729142 | 1987 | 13-9004 | 03.10.2016 | 17.12.2020 | НАДВІРНА | 45 | 45 | 35 | 38 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 7 | 94729159 | 1987 | 13-9004 | 03.11.2017 | 20.12.2020 | НАДВІРНА | 46 | 39 | 45 | 48 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 8 | 94729217 | 1987 | 13-9004 | 24.11.2017 | 16.11.2020 | НАДВІРНА | 46 | 44 | 53 | 50 | 2001 | 2001 | 2006 | 2001 | 2001 | 2006 |
| 9 | 94753126 | 1988 | 13-9004 | 24.09.2016 | 17.12.2020 | НАДВІРНА | 46 | 45 | 43 | 43 | 2008 | 2008 | 2008 | 2008 | 2008 | 2009 |
| 10 | 94753209 | 1988 | 13-9004 | 15.10.2016 | 16.11.2020 | НАДВІРНА | 61 | 61 | 60 | 61 | 2009 | 2009 | 2009 | 2009 | 2009 | 2009 |
| 11 | 94753225 | 1988 | 13-9004 | 02.10.2017 | 01.02.2021 | НАДВІРНА | 40 | 38 | 32 | 42 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 12 | 95063061 | 1983 | 19-752 | 03.06.2021 | 10.02.1998 | НАДВІРНА | 30 | 32 | 31 | 32 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 13 | 95065132 | 1983 | 19-752 | 24.05.2021 | 25.01.1998 | НАДВІРНА | 43 | 38 | 37 | 37 | 1990 | 1990 | 1990 | 1990 | 1990 | 2001 |

**Lot No.3. starting price 205 600 EUR (two hundred five thousand six hundred euros and 00 cents). Bidding increment 100 EUR.**

**Lot Nr.4.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 24040057 | 1982 | 11-217 | 07.07.2013 | 01.09.2019 | ТОВКАЧІВСЬК | 58 | 57 | 48 | 47 | 1987 | 1987 | 1992 | 1992 | 1991 | 1990 |
| 2 | 24092447 | 1984 | 11-217 | 19.10.2013 | 12.06.2019 | ТОВКАЧІВСЬК | 31 | 25 | 27 | 32 | 1987 | 1987 | 1990 | 1989 | 1987 | 1989 |
| 3 | 24092561 | 1984 | 11-217 | 04.07.2014 | 04.10.2019 | ТОВКАЧІВСЬК | 60 | 60 | 57 | 60 | 1987 | 1987 | 1990 | 1987 | 1987 | 1991 |
| 4 | 24093130 | 1984 | 11-217 | 03.04.2013 | 11.06.2019 | ТОВКАЧІВСЬК | 62 | 59 | 46 | 48 | 1990 | 1988 | 1987 | 1990 | 1987 | 1988 |
| 5 | 24105421 | 1984 | 11-217 | 11.11.2014 | 12.06.2019 | ТОВКАЧІВСЬК | 33 | 27 | 30 | 30 | 1987 | 1988 | 1987 | 1988 | 1987 | 1987 |
| 6 | 24105629 | 1984 | 11-217 | 23.10.2013 | 11.06.2019 | ТОВКАЧІВСЬК | 50 | 46 | 46 | 52 | 1987 | 1990 | 1987 | 1987 | 1987 | 1989 |
| 7 | 24209884 | 1985 | 11-217 | 27.08.2011 | 13.09.2019 | ТОВКАЧІВСЬК | 58 | 58 | 52 | 57 | 1989 | 1989 | 1988 | 1991 | 1991 | 1987 |
| 8 | 24383119 | 1986 | 11-217 | 14.10.2016 | 11.06.2019 | ТОВКАЧІВСЬК | 52 | 45 | 37 | 42 | 1987 | 1987 | 2007 | 1987 | 1987 | 1989 |
| 9 | 24383283 | 1986 | 11-217 | 07.01.2016 | 05.11.2019 | ТОВКАЧІВСЬК | 51 | 45 | 47 | 50 | 1987 | 1987 | 1993 | 1987 | 1987 | 2002 |
| 10 | 24700536 | 1983 | 11-217 | 28.11.2013 | 15.10.2019 | ТОВКАЧІВСЬК | 44 | 45 | 30 | 34 | 1993 | 1992 | 2009 | 1987 | 1992 | 1987 |
| 11 | 95065363 | 1983 | 19-752 | 29.03.2021 | 18.04.1999 | ТОВКАЧІВСЬК | 27 | 27 | 33 | 35 | 2013 | 2013 | 2012 | 2013 | 2013 | 2013 |
| 12 | 95090734 | 1983 | 19-752 | 27.03.2021 | 18.04.1997 | ТОВКАЧІВСЬК | 30 | 34 | 30 | 30 | 2006 | 2006 | 2009 | 2006 | 2006 | 2009 |
| 13 | 95322772 | 1984 | 19-752 | 04.02.2021 | 26.09.2000 | ТОВКАЧІВСЬК | 40 | 40 | 35 | 34 | 2012 | 2012 | 2008 | 2012 | 2012 | 2012 |
| 14 | 95459541 | 1985 | 19-752 | 04.02.2021 | 23.05.2001 | ТОВКАЧІВСЬК | 40 | 32 | 31 | 40 | 2012 | 2012 | 2008 | 2012 | 2012 | 2012 |
| 15 | 95657581 | 1987 | 19-752 | 01.02.2021 | 25.03.2002 | ТОВКАЧІВСЬК | 56 | 51 | 45 | 48 | 1993 | 1993 | 2001 | 1989 | 1989 | 2001 |
| 16 | 95685152 | 1989 | 19-752 | 22.02.2021 | 11.08.2005 | ТОВКАЧІВСЬК | 36 | 35 | 28 | 26 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |

**Lot No.4. starting price 134 500 EUR (one hundred thirty-four thousand five hundred euros and 00 cents). Bidding step 100 EUR**

**Lot No.5.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 94512779 | 1979 | 13-470 | 02.09.2013 | 25.03.2019 | Томашгород | 32 | 30 | 30 | 31 | 2006 | 2006 | 2006 | 1990 | 1989 | 2006 |
| 2 | 94516119 | 1979 | 13-470 | 04.02.2015 | 09.04.2019 | Томашгород | 57 | 56 | 53 | 53 | 2006 | 2006 | 2006 | 2006 | 2006 | 2006 |
| 3 | 94540689 | 1984 | 13-470 | 04.07.2014 | 09.04.2019 | Томашгород | 46 | 37 | 36 | 41 | 2012 | 2012 | 1994 | 2006 | 2012 | 2006 |
| 4 | 94641537 | 1985 | 13-470 | 14.08.2015 | 25.03.2019 | Томашгород | 46 | 41 | 52 | 54 | 1991 | 1991 | 1992 | 1990 | 1989 | 1992 |
| 5 | 94709938 | 1986 | 13-9004 | 14.12.2020 | 20.08.2004 | Томашгород | 38 | 39 | 36 | 40 | 2006 | 2006 | 2013 | 2006 | 2006 | 2013 |
| 6 | 94709979 | 1986 | 13-9004 | 18.12.2020 | 14.05.2004 | Томашгород | 47 | 44 | 50 | 51 | 2007 | 2007 | 2008 | 2007 | 2007 | 2008 |
| 7 | 94710530 | 1986 | 13-9004 | 11.11.2020 | 31.07.2003 | Томашгород | 50 | 40 | 43 | 43 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 8 | 94710548 | 1986 | 13-9004 | 04.12.2016 | 16.11.2020 | Томашгород | 61 | 61 | 59 | 63 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 9 | 94716057 | 1986 | 13-9004 | 12.01.2021 | 30.07.2003 | Томашгород | 54 | 50 | 49 | 49 | 2015 | 2015 | 2013 | 2015 | 2015 | 2013 |
| 10 | 94716917 | 1986 | 13-9004 | 10.11.2020 | 20.06.2003 | Томашгород | 56 | 55 | 54 | 56 | 2007 | 2007 | 2008 | 2007 | 2007 | 2012 |
| 11 | 94729043 | 1987 | 13-9004 | 08.10.2017 | 17.12.2020 | Томашгород | 44 | 41 | 39 | 40 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 12 | 94729100 | 1987 | 13-9004 | 29.10.2016 | 17.12.2020 | Томашгород | 52 | 51 | 50 | 51 | 2007 | 2007 | 2007 | 2007 | 2007 | 2007 |
| 13 | 94729175 | 1987 | 13-9004 | 12.02.2017 | 17.12.2020 | Томашгород | 41 | 42 | 45 | 49 | 2007 | 2008 | 2008 | 2008 | 2013 | 2008 |
| 14 | 94729183 | 1987 | 13-9004 | 09.05.2016 | 01.02.2021 | Томашгород | 35 | 32 | 37 | 42 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 15 | 94729209 | 1987 | 13-9004 | 12.12.2017 | 17.12.2020 | Томашгород | 38 | 35 | 36 | 38 | 2008 | 2008 | 2008 | 2008 | 2008 | 2008 |
| 16 | 94752961 | 1988 | 13-9004 | 06.10.2017 | 19.12.2020 | Томашгород | 54 | 53 | 51 | 54 | 2012 | 2012 | 2012 | 2012 | 2012 | 2008 |
| 17 | 94753027 | 1988 | 13-9004 | 20.09.2017 | 17.12.2020 | Томашгород | 56 | 56 | 51 | 52 | 2013 | 2013 | 2013 | 2013 | 2013 | 2000 |
| 18 | 94753043 | 1988 | 13-9004 | 22.09.2017 | 17.12.2020 | Томашгород | 48 | 53 | 44 | 45 | 2007 | 2007 | 2011 | 2007 | 2007 | 2008 |
| 19 | 94753167 | 1988 | 13-9004 | 02.11.2017 | 19.12.2020 | Томашгород | 63 | 63 | 63 | 63 | 2012 | 2012 | 2012 | 2006 | 2006 | 2012 |
| 20 | 94753183 | 1988 | 13-9004 | 28.01.2017 | 22.11.2020 | Томашгород | 38 | 35 | 35 | 35 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 21 | 94753217 | 1988 | 13-9004 | 03.10.2016 | 19.12.2020 | Томашгород | 52 | 52 | 47 | 55 | 2014 | 2014 | 2014 | 2014 | 2014 | 2013 |
| 22 | 94772555 | 1989 | 13-9004 | 16.09.2017 | 22.11.2020 | Томашгород | 53 | 53 | 54 | 50 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 23 | 94772563 | 1989 | 13-9004 | 26.07.2017 | 16.11.2020 | Томашгород | 44 | 43 | 45 | 46 | 2013 | 2013 | 2011 | 2013 | 2013 | 2011 |
| 24 | 94796661 | 1986 | 13-9004 | 20.11.2020 | 07.06.2004 | Томашгород | 47 | 43 | 40 | 42 | 2006 | 2006 | 2005 | 2006 | 2006 | 2005 |
| 25 | 94817749 | 1991 | 13-9004 | 12.01.2021 | 09.08.2008 | Томашгород | 46 | 48 | 43 | 42 | 2015 | 2015 | 2011 | 2015 | 2008 | 2011 |

**Lot No.5. starting price 406 600 EUR (four hundred six thousand six hundred euros and 00 cents). Bidding step 100 EUR.**

**Lot No.6.**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| No. | Wagon number  | Year of construction | Model | Last repairs according to the “ABD PV” wagon automatic database | Location station | Composition according to the “ABD PV” wagon automatic database |
| Date of last depot repair | Date of last major repair | Rim thickness, mm | Manufacturing year |
| 51 | 52 | 53 | 54 | 71 | 72 | 61 | 73 | 74 | 62 |
| 1 | 74930017 | 1991 | 15-1547 | 29.06.2019 | 04.07.2016 | КРАСНЕ | 51 | 46 | 47 | 51 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 2 | 94752953 | 1988 | 13-9004 | 19.07.2017 | 27.10.2020 | БРІВКИ | 42 | 42 | 38 | 44 | 2013 | 2013 | 2013 | 2013 | 2013 | 2013 |
| 3 | 94753001 | 1988 | 13-9004 | 15.01.2018 | 28.10.2020 | ЗАПОРІЖ-ЛІВ | 45 | 40 | 39 | 40 | 2012 | 2012 | 2012 | 2012 | 2012 | 2012 |
| 4 | 94753118 | 1988 | 13-9004 | 26.06.2018 | 23.10.2020 | ВІННИЦЯ | 51 | 48 | 43 | 49 | 2015 | 2015 | 2012 | 2015 | 2015 | 2009 |
| 5 | 94772647 | 1989 | 13-9004 | 01.11.2017 | 28.10.2020 | ЗАПОРІЖ-ЛІВ | 38 | 35 | 35 | 35 | 2010 | 2010 | 2012 | 2010 | 2010 | 2011 |
| 6 | 95046314 | 1982 | 19-752 | 10.02.2021 | 21.08.1997 | ШЕПЕТІВКА | 39 | 46 | 37 | 35 | 1989 | 1989 | 1989 | 1989 | 1989 | 1989 |
| 7 | 95083127 | 1982 | 19-752 | 27.09.2021 | 24.05.1999 | ШЕПЕТІВКА | 29 | 31 | 34 | 33 | 1988 | 1988 | 1988 | 1987 | 1987 | 1988 |

**Lot No.6. starting price 101 100 EUR (one hundred one thousand one hundred euros and 00 cents). Bidding step 100 EUR.**

**Annex 3 to the Regulations**

**COOPERATION PARTNER’S IDENTIFICATION FORM**

**FOR LEGAL ENTITIES**

In accordance with the objectives of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and the requirements for the supervision of transactions of the subjects of the aforementioned law (including credit institutions of the Republic of Latvia), in order to prevent possible risks related to money laundering and the financing of terrorism and proliferation, **LLC LDZ Cargo** requests to submit the necessary information by filling out this form:

1. Name of legal entity (including members of a partnership):

1. Registration number / similar value:

1. Country of registration:

1. Persons entitled to represent:

Name, surname, personal identification number of the person entitled to represent, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality) 1.

1. The Board of Directors:

Name, surname, personal identification number of the Chairperson of the Board / the Member of the Board, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality)1.

1. Council (if established):

Name, surname, personal identification number of the Chairperson of the Council / the Member of the Council, if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year), citizenship (nationality)1.

1. The true beneficiary (TB):

Within the meaning of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, the *true beneficiary* is a *natural person* who is the owner of a legal entity or who controls the client, or in whose name, for whose benefit, or in whose interests a business relationship is established or a transaction is carried out, and is at least:

1. a natural person who owns, directly or indirectly, more than 25% of the share capital or total number of voting shares of the client company;
2. a natural person who directly or indirectly controls the company’s activities;

Name, surname, personal identification number (if the person does not have a personal identification number, then any similar value, for example, date of birth (day, month, year)), citizenship (nationality) 1, TB directly or indirectly owns more than 25% of the capital shares/voting shares of the total number of shares/voting shares of the legal entity.

I certify that, having used all possible means of investigation, it has been concluded that it is not possible to identify any natural person - the TB within the meaning of Section 1, Clause 5 of the Law on the Prevention of Money Laundering and Terrorism and Proliferation Financing, and that there is no doubt that the legal entity has the TB.

It is impossible to determine the True Beneficiary because the cooperation partner is:

[ ]  a derivative public person;

[ ]  a direct administrative institution or indirect administrative institution;

[ ]  a capital company controlled by the state or municipality;

[ ]  a merchant whose shares are listed on a regulated market;

1. By signing this identification form, the Cooperation Partner certifies that all information provided and filled in on the identification form is true and complete.
2. By signing this identification form, the Cooperation Partner confirms that if the information specified in this form changes, the partner will inform the Company by sending the up-to-date information to e-mail: inese.stendzeniece@ldz.lv.

|  |  |
| --- | --- |
| Legal representative*:*  | The status of the person (Member of the Board, Procurator, authorized person, other) |
| Name, surname  |
| Signature 3 |
| Date |