

CONTRACT nr 1-18/2025/193

6 October 2025

The State Forest Management Centre (hereinafter referred to as the "Client" or "RMK"), represented on the basis of the Government of the Republic Regulation No. 4 of 09.01.2007 "Statutes of the State Forest Management Centre", by member of the management board Kristjan Tõnisson on the one hand,

and

Tapio Palvelut Oy (hereinafter referred to as the "Contractor"), represented under its Articles of Association by Business Director Olli Äijälä, on the other hand,

hereinafter individually referred to as a "Party" and collectively as the "Parties", have entered into this agreement (hereinafter referred to as the "Contract") as follows:

1. Subject of the Contract

- 1.1. The subject of the Contract is the preparation of a preliminary analysis by the Contractor for the Client, the purpose of which is to assess the feasibility of a methodological solution for evaluating the ecological impacts of RMK's 5-year regeneration felling allocation (hereinafter referred to as the "Work").
- 1.2. The object of the Contract is a research and development service covered by CPV code 73110000-6, and pursuant to § 11 (1) point 19 of the Public Procurement Act, the Client is not required to conduct a public procurement procedure.
- 1.3. The Contractor is responsible for carrying out the following activities:
 - 1.3.1. Assessing the capability to perform the specified work;
 - 1.3.2. Specifying the methodological approach for assessing the ecological impacts of the regeneration felling allocation;
 - 1.3.3. Identifying the need to involve partners;
 - 1.3.4. Preparing a schedule of activities;
 - 1.3.5. Defining the scope and cost of the work.
- 1.4. For the purposes of Clauses 2.3 and 2.4 of this Contract, the term "new agreement" shall mean a subsequent contract directly related to and based on the results and conclusions of the preliminary analysis, and concluded for the purpose of implementing the proposed methodological solution.

2. Delivery and Payment

- 2.1. The Contractor shall deliver the completed Work to the Client no later than 15.01.2026.
- 2.2. The Client shall pay the Contractor a fee of 21 800 (twenty one thousand eight hundred) euros, plus VAT, if applicable.
- 2.3. If, as a result of the preliminary analysis, the Contractor submits a successful offer to the Client and a subsequent cooperation agreement is concluded, the cost of the preliminary analysis will be deducted from the total amount of the new agreement.
- 2.4. If, as a result of the preliminary analysis, the Contractor is unable to submit an offer or if the submitted offer is unreasonably high and new agreement is not concluded, the Client shall pay the Contractor as stated in clause 2.2 of the Agreement.
- 2.5. The Client shall pay for the Work based on an invoice submitted by the Contractor. The Contractor shall submit the invoice electronically using e-mail or the E-invoicing system available at the Entrepreneur Portal: <https://www.rik.ee/et/e-arveldaja>.



- 2.6. The payment for the Work shall be made by the Client only after the Contractor has duly completed and delivered the Work to the Client's satisfaction.
- 2.7. The Contractor shall notify the Client in writing upon completion of the Work. The Client shall review and provide written confirmation of acceptance within 5 business days of receiving such notification. The payment shall become due and payable within 20 days from the date of the Client's written acceptance.

3. Rights and Obligations of the Parties

- 3.1. The Contractor ensures that the preliminary analysis is prepared professionally and meets the Client's expectations.
- 3.2. The Client shall provide the Contractor with all necessary information required for the performance of the Work.
- 3.3. The Parties are obliged to promptly inform each other of any circumstances that may affect the performance of the Contract.
- 3.4. The Parties shall act toward each other based on the principles of reasonableness and good faith.
- 3.5. The Contractor shall be entitled to engage subcontractors for the performance of the Work, either in whole or in part, provided that the Contractor remains fully responsible for the proper performance of the Contract and for ensuring that all obligations under this Contract are fulfilled.
- 3.6. The Contractor shall notify the Client in writing of any intended subcontracting and, upon the Client's request, provide information regarding the identity and qualifications of the subcontractors engaged. The use of subcontractors shall not release the Contractor from any of its obligations, liabilities, or responsibilities under this Contract.

4. Communication

- 4.1. Notices related to the Contract shall be delivered by phone or email to the addresses specified in the Contract. Each Party is obliged to immediately inform the other of any changes in contact details.
- 4.2. The Client's contact person for matters related to the performance of the Contract is: Airiin Vaasa, airiin.vaasa@rmk.ee, +372 5691 1614.
- 4.3. The Contractor's contact person for matters related to the performance of the Contract is: Lauri Saaristo, lauri.saaristo@tapio.fi, +358 4 0573 9168.

5. Liability and Damages

In the event that either party breaches this Contract in connection with the preparation or delivery of the preliminary analysis, the non-breaching party shall be entitled to recover its direct damages, including reasonable costs and expenses incurred as a result of such breach. Neither party shall be liable to the other for incidental, consequential, or punitive damages, except to the extent such damages arise from willful misconduct, gross negligence, or fraud.

6. Intellectual Property

- 6.1. All intellectual property rights in the Analysis shall vest in the Client upon full payment of the fees under this Agreement.
- 6.2. The Contractor retains the right to use general knowledge, skills, and expertise acquired during the course of this engagement.

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- 6.3. The Contractor shall be entitled to refer to the Work performed under this Contract, including a general description of its scope, purpose and results, in its marketing materials, reference lists, proposals and other professional communications, provided that such reference does not disclose any confidential information of the Client and does not harm the Client's legitimate interests or reputation.
- 6.4. The Contractor shall, upon the Client's request, submit the draft wording of any public reference for prior review and shall make reasonable changes if requested by the Client. The Contractor shall not use the Client's name, logo or trademarks in any promotional materials without the Client's prior written approval.

7. Other Provisions

- 7.1. All amendments to the Contract shall enter into force upon being signed by both Parties.
- 7.2. All data collected and documents prepared during the preliminary analysis shall belong to the Client until the final analysis is accepted.
- 7.3. The Contract shall become effective on the date on which the last Party signs it and remains valid until the final acceptance of the Work.
- 7.4. Contractor's total aggregate liability arising out of or in relation to this Agreement shall in no event exceed the fees paid or payable to Contractor under this Agreement. This limitation shall not apply in case of intent or gross negligence.
- 7.5. The Parties shall endeavour to settle their differences under this Agreement by mutual consultation. The consultation shall be conducted in English. If the dispute cannot be settled amicably, it shall be finally settled by arbitration in Tallinn in accordance with the Rules of Arbitration of the Arbitration Court of the Estonian Chamber of Commerce and Industry, by a sole arbitrator.
- 7.6. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the Republic of Estonia.
- 7.7. Any amendment to this Agreement shall be made in writing and signed by both Parties.
- 7.8. Notices – Any notice under this Agreement shall be delivered in writing to the addresses stated above.

For and behalf of RMK
Kristjan Tõnisson

Kristjan Tõnisson 6.10.2025

signature and date

For and behalf of Tapio Palvelut Oy
Olli Äijälä

Olli Äijälä 27.11.2025

signature and date