

CONTRACT No K092-24

BETWEEN: **Estonian Transport Administration**, acting within its statutory authority and represented by Director of Maritime Division Kristjan Truu (hereinafter Administration)

AND: **ProNav Oy** (hereinafter Reseller) represented by CEO Janne TULOKAS

Together, Administration and Reseller shall be referred to herein as the Parties. The Parties hereby agree as follows:

1. OBJECT OF CONTRACT

- 1.1. Administration gives and Reseller takes for sale the products developed by the Administration, such as navigational charts and chart albums (hereinafter Products).
- 1.2. Reseller sells the Products and is acting for its own account and at its own name. Administration refrains from interfering in Reseller's business operations.

2. DELIVERY OF PRODUCTS

- 2.1 The Administration shall issue the Products to the Reseller after the payment of invoice. The exact date of delivery of the Products shall be agreed separately.
- 2.2 After receiving the payment, the Administration shall notify the Reseller of the weight and size of the Products for transport and have the Products ready for pick up.
- 2.3 Reseller shall at his own cost arrange the courier to pick up the Products from the premises of the Administration (Valge 4, 11413 Tallinn) on working days (Monday - Friday) during working hours (9.00-16.00).
- 2.4 The minimum quantity of Products ordered by the reseller is 5 navigational charts or 5 chart albums.
- 2.5 The Administration is not responsible for damages caused to the Products after delivering them to the Reseller or to the transport company.

3. PRICING AND ACCOUNTING

- 3.1. The Products shall be delivered to the Reseller for the purchase price set by the Administration.
- 3.2. The Administration shall notify the Reseller in writing of any changes in the prices of the Products within fifteen (15) working days at the latest.
- 3.3. The Administration shall issue an invoice to the Reseller in accordance with the order placed by the Reseller.
- 3.4. The due date of the invoice issued by the Administration shall be fourteen (14) days.

4. TERM AND TERMINATION

- 4.1 This Contract is effective after signed by both parties and as of date of the last signature.
- 4.2 The term of this Contract shall be for a fixed period of three (3) years commencing on the Effective Date.
- 4.3 Provided the Parties to this Contract have not duly informed of the intention of termination this Contract, which is at least one (1) month prior to the foregoing expiration date, this Contract shall automatically continue in full force and effect for a successive three (3) year renewal period.
- 4.4 Either Party to this Contract have the right to terminate this Contract upon one (1) month prior notice, in case the other fails to perform his contractual obligations, or other inadequate undertakings under this Contract.

4.5 This Contract may be unilaterally terminated by either party at six (6) months prior notice, irrespective of any reason.

5. COMMUNICATION BETWEEN PARTIES

- 5.1. Each party shall forward all notices under this contract to the other party at the address given in the contract or through electronic communication channels. The parties shall notify each other without delay of any changes regarding the addresses or the communication channels to be used.
- 5.2. All notices relating to cancellation of contract or notices sent as a result of a breach of contract shall be provided in written form.
- 5.3. Written notices shall be forwarded by registered post or by e-mail.

6. CONCLUDING PROVISIONS

- 6.1 Representative on behalf of Administration with regard to contract matter:
Maris Väling, Cartography Department, e-mail maris.valing@transpordiamet.ee, phone +372 5813 4558.
- 6.2 Representative on behalf of Reseller with regard to contract matter: Anne SIMILÄ,
e-mail sales@pronav.fi, phone +358 10 2291 900.

Estonian Transport Administration

registry code: 70001490
address: Valge 4,
11413 Tallinn, Estonia
phone: +372 620 1200

ProNav Oy

VAT No: FI22336365
address: Vilhonvuorenkatu 12C
00500 Helsinki, Finland

Invoices: 003722336365
Operator 003701150617
Invoices as email:
invoices@pronav.fi



by: Kristjan Truu
title: Director of Maritime Division

by: Janne TULOKAS
title: CEO

date:

date: 25.11.2024