

GENERAL TERMS AND CONDITIONS OF PUBLIC CONTRACT

Annex 1
to the public contract "Runway de-icing liquids" (283506)

1. Basis and object of concluding public contract

- 1.1. The public contract has been concluded based on the documents of the dynamic purchasing system '**Deicers**' (reference number 280448) and the tender submitted by the seller in the related procurement '**Runway de-icing products (category 2)**' (reference number 283506) for lot 1 '**Runway de-icing liquids**'.
- 1.2. The buyer has entered into a public contract with the seller based on the tender, declarations, and confirmations submitted by the seller, assuming in good faith the seller's professionalism and ability to perform the public contract properly. If subcontractors are used, the seller remains responsible to the buyer for the proper performance of the public contract.
- 1.3. The seller declares and confirms that:
 - 1.3.1. it and its representative have all the rights and authorisations to enter into the public contract;
 - 1.3.2. it has examined the public contract and the related procurement documents and fully understands the content and consequences of the obligations it assumes and agrees with the terms and conditions stated therein;
 - 1.3.3. the performance of the public contract does not harm the rights of third parties and there are no circumstances that would exclude its rights to enter into the public contract and perform it properly;
 - 1.3.4. it has valid permits, registrations, representation rights, and certificates necessary to perform the public contract and it undertakes to extend/renew them should they expire during the validity period of the contract. If the extension of permits, registrations, rights of representation, and certificates is not possible due to circumstances beyond its control, the seller is obliged to inform the buyer immediately;
 - 1.3.5. in relation to the goods transferred to the buyer, third parties do not have any claims or other rights that third parties can enforce in relation to the goods;
 - 1.3.6. the tendered goods are not subject to international sanctions and do not originate from sanctioned areas in the sense of the International Sanctions Act. The buyer will reject a tender that would result in the concluded public contract to be null and void pursuant to subsection 7 (1) of the International Sanctions Act.
- 1.4. The object of the public contract is the goods described in the technical specification of the related procurement.
- 1.5. Based on the general terms and conditions of the public contract (hereinafter the general terms and conditions) and the conditions stipulated in the public contract, the seller undertakes to sell the goods to the buyer and the buyer undertakes to accept the goods and pay the seller the purchase price of the goods in money. If the goods are purchased together with a life-cycle supporting service or other service, the terms and conditions of the service provision agreements stipulated in the Law of Obligations Act apply to the service to the extent that are not regulated in the public procurement documents.
- 1.6. The type or specification, quantity, delivery locations, and delivery times of the goods

shall be stipulated in the related invitation to tender and/or purchase order and/or public contract.

- 1.7. The goods must comply with the terms and conditions of the related procurement (including the technical specification of the related procurement), the invitation to tender, and the tender submitted by the seller. The transferred goods must meet the conditions in terms of quality, type, description, and quantity, among other things. The documents and packaging accompanying the goods must also meet the conditions.

2. Public contract and its parts

- 2.1. Integral parts of the public contract are the invitation to tender, the documents of the related procurement, the seller's tender and its annexes, the explanations given during the public procurement procedure, letters of confirmation, notifications sent between the parties, general terms and conditions, and all amendments to the public contract to be concluded.
- 2.2. Purchase orders or anything else that involves a financial commitment can also be treated as public contracts.

3. Buyer's rights and obligations

- 3.1. The buyer has the right to check on an ongoing basis the fulfilment of the obligations arising from the public contract and the documents related to the purchase of the goods.
- 3.2. The buyer has the right to check the accuracy and compliance with reality of the invoices, calculations, and other expenses of the seller. The buyer has the right to request invoices from the subcontractors.
- 3.3. The buyer has the right to consult with the seller on matters related to the goods (e.g., delivery, use).
- 3.4. If the public contract has been concluded as a one-time purchase (clauses 5.15 and 5.16 of the procedural requirements), the buyer has the right to order a conformity test of the goods in an impartial laboratory at the seller's expense based on a random selection, at a cost of up to 2,500 euros (excluding VAT).
- 3.5. If the public contract has been concluded as a contract for successive performance (clause 5.17 of the procedural requirements), the buyer has the right to order, at the seller's expense, a conformity test of the goods in an impartial laboratory twice a year based on a random selection, at a cost of up to 5,000 euros (excluding VAT).
- 3.6. On the basis of the public contract, the buyer has the right to audit the factory of the manufacturer with a minimum of a 14 days' notice.
- 3.7. The buyer has the right to demand the immediate elimination of defects in the goods.
- 3.8. The buyer has the right to demand indemnity for damages inflicted by the seller.
- 3.9. The buyer undertakes to pay the fee agreed upon in the public contract for the goods received without defects.

4. Rights and obligations of seller

- 4.1. The seller has the right to receive from the buyer the information necessary for performing the public contract.
- 4.2. The seller has the right to make suggestions regarding the better organisation of activities related to purchasing goods.
- 4.3. The seller has the right to receive the agreed payment for the properly performed contractual obligations.
- 4.4. The seller undertakes to ensure the compliance of the goods with the documents of

the related procurement (including the technical specification of the related procurement) and to deliver the goods on time and in the agreed volume. The quality of the goods handed over to the buyer must comply with the norms, standards, technical conditions, and quality requirements stipulated in the documents related to the procurement (including the technical specifications of the related procurement).

- 4.5. Upon the transshipment of goods, the seller undertakes to ensure safety and compliance with safety regulations.
- 4.6. The seller undertakes to ensure that the performance of the public contract does not damage the rights of third parties.
- 4.7. The seller undertakes to indemnify the buyer and/or third parties for the damage that it has inflicted.
- 4.8. The seller undertakes to immediately notify the buyer by email of any circumstances hindering the performance of the public contract.
- 4.9. The seller undertakes to inform the buyer immediately by email if it cannot deliver the goods by the agreed deadline.
- 4.10. At the buyer's request, the seller shall provide information regarding the subcontractors (extent and purpose). If the seller has submitted that information before concluding the public contract, the buyer must approve any change of the above persons.
- 4.11. The seller undertakes to immediately notify the buyer by email of any cyber-attack or cyber incident against the seller and to submit a cyber incident report to the buyer at the request of the buyer.
- 4.12. Upon performing the public contract, the seller undertakes to comply with fair trade terms, follow environmentally sustainable principles, and not use slave or child labour.
- 4.13. At the request of the buyer, the seller undertakes to submit a consolidated declaration of the goods purchased from the seller (incl. the date of the public contract or purchase order, name of goods, quantity and cost without VAT, the total cost of public contracts/purchase orders without VAT, etc.) in MS Excel or in another format, as agreed with the buyer, within 10 days of receiving the request, unless the parties have agreed otherwise.
- 4.14. The seller undertakes to conclude an insurance contract if it is stipulated in the public contract.

5. Packaging and labelling of goods

- 5.1. The seller is obliged to provide packaging for the goods, ensuring the goods to remain unchanged during transportation and storage.
- 5.2. The packaging and labelling of the goods must comply with the requirements outlined in the buyer's related procurement.

6. Delivery and receipt of goods

- 6.1. The delivery and transfer of goods is made under the Incoterms® 2020 DDP rule unless otherwise agreed in the public contract.
- 6.2. The seller is responsible for delivering the goods to the destination specified by the buyer at its own expense within a maximum of seven calendar days (including weekends and public holidays) unless otherwise agreed in the public contract.
- 6.3. The seller is obliged to coordinate the exact delivery time of the goods with the buyer's contact person no later than 12 hours before the planned delivery of the goods, unless otherwise agreed in the public contract. The delivery notice must include:
 - 6.3.1. product name;

- 6.3.2. public contract number;
 - 6.3.3. related procurement reference number 283506;
 - 6.3.4. quantity to be delivered, including the number and unit of pallets, containers, etc.;
 - 6.3.5. lot number of the goods;
 - 6.3.6. the means of transport by which the shipment is delivered and the quantity (van, truck, etc., vehicle registration number, driver's name and personal identification number);
 - 6.3.7. specific requirements or needs for unloading the shipment;
 - 6.3.8. the planned delivery date and time of the shipment;
 - 6.3.9. destination shipping address.
- 6.4. The goods must be sealed for delivery with the manufacturer's seal, which includes a date. Seal on every bag, IBC, tank truck filler, and outlet. The date and seal number must match the waybill.
 - 6.5. The seller gives the goods to the buyer and the buyer accepts the goods under the agreed terms and conditions.
 - 6.6. The goods are handed over from the seller to the buyer by a waybill.
 - 6.7. The number of waybills must equal the number of delivery points.
 - 6.8. The seller submits the waybill together with the delivery notice or, at the latest, at the moment of handing over the goods. The waybill must include:
 - 6.8.1. seller's details
 - 6.8.2. buyer's details
 - 6.8.2.1. buyer's name;
 - 6.8.2.2. name of the buyer's contact person;
 - 6.8.2.3. public contract number;
 - 6.8.2.4. related procurement reference number 283506;
 - 6.8.2.5. product name, quantity, and unit;
 - 6.8.2.6. lot number of the goods;
 - 6.8.2.7. number and date of the seal of the manufacturer of the goods;
 - 6.8.2.8. delivery time (month and year);
 - 6.8.2.9. delivery address.
 - 6.9. In addition to the waybill, the seller undertakes to hand over to the buyer all the documents necessary for receiving, possessing, using, and disposing the goods.
 - 6.10. In the absence of a waybill, the buyer has the right to take possession of the relevant goods, but handover-acceptance is deemed to have taken place upon the receipt of a correct waybill.
 - 6.11. In case of a shortage of goods, the buyer has the right to accept the said goods and request the seller to deliver the missing quantity at the seller's expense to the destination specified by the buyer within the Republic of Estonia.
 - 6.12. The goods must not be damaged during transport and handling.
 - 6.13. The buyer will not sign the waybill until the seller has properly eliminated the shortage of the goods, defects in the goods, and/or other inconsistencies in the contract at the seller's expense.

7. Terms of payment

- 7.1. The seller shall bear the costs arising from the transfer and transport of the goods until the handover of the goods. The seller shall also bear the costs and encumbrances

related to the goods until the handover of the goods, except for costs caused by circumstances arising from the buyer, unless otherwise agreed in the public contract.

- 7.2. One invoice is issued per delivery, unless otherwise agreed.
- 7.3. The invoice is based on a waybill signed by both parties.
- 7.4. The buyer does not pay the seller an advance payment.
- 7.5. The seller submits the invoice as an e-invoice (in machine-processable XML format). If a seller registered outside the Republic of Estonia is unable to submit an e-invoice for technical reasons, it shall submit an invoice in the PDF format to the email address specified in the public contract, unless otherwise agreed in the public contract.
- 7.6. The invoice of the seller shall include the following information:

7.6.1. If the Buyer is **Estonian Defence Forces**:

Estonian Defence Forces,
registry code 70008641,
address Juhkentali tn 58, 15007 Tallinn.

7.6.2. If the Buyer is **Aktsiaselts Tallinna Lennujaam**:

Aktsiaselts Tallinna Lennujaam,
registry code 10349560,
Tartu mnt 101, 10112 Tallinn.

Other information to be included on the invoice:

- name of the buyer's contact person;
- public contract number;
- reference number of the related procurement 283506;
- 15-digit contract part reference number in the public procurement register: 283506 001 000 001;
- quantity of goods, unit, name, unit price, invoice number, and other necessary information.

- 7.7. The buyer pays for the goods accepted and meeting the conditions to the bank account that appears on the invoice within 28 days after receiving the invoice that meets the conditions. The invoice is based on the waybill signed by the parties, unless otherwise agreed in the public contract.
- 7.8. The buyer will not accept an invoice that does not meet the conditions. In such a case, the seller shall submit a new invoice within 7 days.
- 7.9. Before paying an invoice exceeding 10,000 euros, including VAT, the buyer checks on the website of the Tax and Customs Board to see whether the seller has a tax debt. If there is a tax debt of at least 10,000 euros, the buyer shall inform the Tax and Customs Board about the invoice payable.
- 7.10. The seller undertakes to provide, if necessary, a separate invoice (in English, unless otherwise agreed) for the expenses incurred for the use of the NATO armed forces.
 - 7.10.1. Goods ordered for the use of the NATO armed forces are subject to 0% VAT rate pursuant to section 15 of the VAT Act.
 - 7.10.2. The conditions of goods to be ordered for the use of the NATO armed forces are agreed upon in the public contract or when placing the order.
 - 7.10.3. The tax incentive can be used if the seller submits the VAT exemption certificate to the seller.

8. Force majeure

- 8.1. Breach of obligations arising from the public contract is excusable if the party breached an obligation due to force majeure. The parties consider force majeure a circumstance that the breaching party could not influence and, based on the principle of reasonableness, could not be expected to take this circumstance into account or to avoid it during the conclusion of the public contract, or to overcome the impeding circumstance or its consequence, such as natural disasters, general power outages, hostilities, blockade. The inability of a third-party contractual partner of the seller to perform the public contract is not considered force majeure.
- 8.2. If any circumstance meeting the conditions of force majeure led to the non-performance of the public contract within the term specified in the public contract or its annexes, and its effect is temporary, the behaviour of the party that breached the obligation arising from the public contract is excusable only during the time when the force majeure prevented the fulfilment of the obligation.
- 8.3. Due to the occurrence of force majeure, the deadline for the performance of the contractual obligation is postponed according to the time of the effect of the circumstance, but not for more than 90 days, unless the parties have agreed otherwise.
- 8.4. A party that cannot perform its obligations due to force majeure must immediately notify the other party of the occurrence and end of the situation. Non-notification or untimely notification deprives the party of the right to refer to the excusability of the breach, i.e. the occurrence of force majeure, and the party that breached the obligation to notify is responsible for the breach of the contractual obligation under the provisions of the public contract.
- 8.5. If the effects of the force majeure event are permanent and do not allow the parties to perform their contractual obligations in whole or in part, the parties have the right to cancel the public contract or withdraw from the contract by giving the other party a relevant notice of cancellation or withdrawal from the public contract.
- 8.6. The parties do not treat the consequences of the Covid-19 pandemic as force majeure. If, after the conclusion of the public contract, new unforeseen restrictions related to the Covid-19 pandemic or other pandemic disease outbreak occur, and due to which the performance of the public contract is not possible or is hindered, then this may be considered as force majeure.
- 8.7. The parties do not consider the impact of import restrictions related to the Russian Federation and Belarus on the performance of the obligation to supply goods as force majeure if these circumstances were present when the public contract was concluded.

9. Warranty obligation

- 9.1. The warranty obligation applies to goods that can be guaranteed.
- 9.2. With the public contract, the seller provides a warranty on the goods for at least 12 months, unless otherwise agreed in the public contract.
- 9.3. The warranty starts from the day the goods are handed over to the buyer.
- 9.4. If the manufacturer's warranty of the goods is in any way more favourable to the buyer (for example, in terms of time) than the warranty obligation specified in the general terms and conditions or the public contract and if such a warranty case arises, the seller undertakes to organise the realisation of the claim for payment to the buyer under the more favourable warranty terms of the manufacturer.
- 9.5. The warranty covers all defects that appear on the product during the warranty period, taking into account natural wear and tear, unless otherwise agreed in the public contract.
- 9.6. The buyer undertakes to notify the seller of the defects to the email address of the

seller, unless otherwise agreed in the public contract.

- 9.7. The seller undertakes to replace the defective goods free of charge within 7 days from the receipt of the buyer's justified claim for payment. With the written consent of the buyer, this period can be longer.
- 9.8. The seller bears all costs related to the replacement of defective goods.
- 9.9. The goods replaced during the warranty period are given a new warranty with the same duration as the original warranty.

10. Terms of confidentiality and security

- 10.1. The parties understand confidential information to be information that became known during the performance of the public contract, personal data, security data, documents clearly marked for internal use, and other information whose disclosure could harm the interests of the buyer. Confidential information does not include information that is required to be disclosed by legislation, provided that such disclosure is carried out in the most limited way possible.
- 10.2. According to the confidentiality requirement, the party undertakes not to disclose the confidential information of the other party, including information intended for internal use, without the written consent of the other party during the validity of the public contract or later. The party protects the confidentiality of the information that became known to it during the performance of the public contract.
- 10.3. The seller undertakes not to use a document or information annexed to the public contract without the written consent of the buyer, except in cases necessary for the performance of the public contract. All documents, except the public contract and its annexes, are the property of the buyer and if the buyer requests, the seller shall return them to the buyer after the completion of the public contract.
- 10.4. If the seller needs to enter a territory under the jurisdiction of the Ministry of Defense to perform the public contract, the seller undertakes to comply with the applicable security terms (Annex 4). If the seller uses subcontractors in the said territory, the buyer must give consent in writing in advance and all the security terms stipulated in the related procurement will also apply to the subcontractor. The seller is responsible for ensuring that the subcontractors comply with the security terms.
 - 10.4.1. The seller's driver, who enters the territory of Ämari Air Base for the delivery of goods, must be resident in Estonia, in another Member State of the European Union, in another contracting state of the European Economic Area or in a country that has joined the Government Procurement Agreement of the World Trade Organization.
 - 10.4.2. The seller must consider that if the security requirements are not met, the buyer has the right to refuse to let the seller and its subcontractor(s) into the territory.
 - 10.4.3. The seller must consider that non-compliance with security requirements gives the buyer the right not to conclude the public contract or to cancel the public contract exceptionally without observing the notice period.
- 10.5. Communication to the public about the object of the public contract or its performance, including press releases and references to the buyer in an advertisement or online publication, is permitted only with the consent of the buyer in a form that enables written reproduction.
- 10.6. The confidentiality requirement is indefinite.

11. Intellectual property rights

- 11.1. If the goods or part thereof (including the related documentation) are protected by intellectual property rights, the seller grants the buyer a worldwide irrevocable simple license within the meaning of the copyright law, which is valid until the end of the copyright term. The license is deemed to have been handed over at the moment of transfer of all or part of the goods (including the related documentation) and no separate fee is payable for the license. The terms of transfer and use of intellectual property rights may differ in the public contract.

12. Responsibility

- 12.1. The parties are responsible to each other in case of unsatisfactory performance or non-performance of the obligations arising from the public contract under the general terms and conditions, the conditions of the related procurement, the documents of the public procurement, the provisions of the public contract, and the applicable legislation.
- 12.2. Upon proper handover of the goods, ownership of the goods and the risk of accidental destruction and damage are generally transferred from the seller to the buyer unless otherwise agreed in the public contract.
- 12.3. The seller is responsible for the non-conformity (defects) of the goods to the terms of the public contract if the non-conformity is present at the time of the transfer of the risk of accidental destruction and damage to the buyer and if the non-conformity of the goods to the terms of the public contract is discovered (that is, the defects could not be detected during their normal inspection, or so-called hidden defects) after the said risk transfer to the buyer.
- 12.4. In case of unsatisfactory performance of the public contract by the seller, the buyer has the right to refuse to accept the goods and pay the purchase price and the right to submit a claim to the seller for the fulfilment of the obligation after discovering the breach of the obligation, giving the seller a reasonable deadline to perform the public contract. The delivery by the seller is considered delayed until the goods are properly delivered to the buyer. An additional deadline will not be granted if the buyer is no longer interested in these goods.
- 12.5. The goods do not comply with the terms of the public contract, among other things, if they do not have the agreed properties, are not in the agreed quantity, cannot be used for the intended purpose, a third party has a claim against the goods or other rights that can be asserted, the goods are not packaged in accordance with the terms of the public contract, or there is no waybill.
- 12.6. The buyer is obliged to notify the seller, at least by email, of the non-compliance of the goods with the terms of the public contract (including the shortage of the goods) latest within 30 days from the time when the buyer became aware of the non-compliance of the goods with the terms of the contract. In the notification, the buyer undertakes to demand the fulfilment of the obligation from the seller, also giving the seller a reasonable deadline, generally not longer than 7 days, to perform the contract. The buyer can change the named deadlines in the related procurement.
- 12.7. If the buyer does not notify the seller of a defect within the specified timeframe after becoming aware of the defect, the seller is released from responsibility for the defects, except when the failure to notify the defects was reasonably excusable.
- 12.8. If the goods delivered to the buyer do not meet the terms of the public contract, the buyer has the right to request the seller to replace non-conforming goods with goods that meet the terms of the public contract.
- 12.9. If the goods are not delivered on time, the buyer has the right to demand liquidated damages from the seller of up to 0.25% of the cost of the goods not delivered on time

per day for each day of delay in delivery, but not more than 50% of the cost of the public contract, unless otherwise agreed in the public contract.

- 12.10. In addition to cancelling the public contract or withdrawing from the public contract, the parties have the right to demand liquidated damages for a serious breach in the amount of the caused damage.
- 12.11. If the seller breaches other obligations under the public contract than the timely delivery, the buyer has the right to demand from the seller liquidated damages of up to 5000 euros for each breach, unless otherwise agreed in the public contract. If different liquidated damages rate is agreed in the public contract for a breach of a specific obligation, then that separately agreed liquidated damages rate shall be applied specifically for that breach.
- 12.12. In the event of a breach of the confidentiality obligation, the party has the right to demand liquidated damages of up to 10,000 euros from the breaching party for each relevant case.
- 12.13. If the goods do not meet the terms of the contract, the buyer has the right to order the goods from a third party in addition to demanding the liquidated damages arising from the contract and to claim the expenses incurred for this purpose and/or the possible price difference of the expenses incurred for this purpose from the seller.
- 12.14. The buyer has the right to demand liquidated damages of 50,000 euros for a serious breach of the contract and to cancel/withdraw from the contract.
- 12.15. If the buyer delays the payment of the invoice, the seller has the right to demand interest on arrears from the buyer on the unpaid amount pursuant to subsection 113 (1) of the Law of Obligations Act for each day the payment is delayed, provided that the buyer has been notified of the delay within 30 days of its occurrence. The total amount of the interest on arrears shall not exceed 10% of the delayed amount.
- 12.16. Liquidated damages are agreed upon to ensure the performance of an obligation, not to replace the performance of an obligation. Demanding liquidated damages does not deprive the buyer of the right to demand compensation from the seller for damages caused by a breach of the public contract.
- 12.17. Liquidated damages can be demanded within 180 days from the discovery of the relevant breach.
- 12.18. Liquidated damages and interest on arrears shall be paid within 28 days of receiving the corresponding claim. The buyer has the right to deduct the sums of liquidated damages and claims for damages that it has submitted to the buyer from the fee to be paid to the seller.
- 12.19. If the seller does not begin to perform the public contract, the buyer has the right to enter into a public contract with the next tenderer in the related procurement and to demand compensation for the price difference between the bid submitted by the seller and the bid submitted by the new successful tenderer.

13. Grounds for termination of public contract

- 13.1. Upon cancellation/withdrawal of the public contract, the buyer shall give the seller a reasonable period of time to perform the contract, which cannot generally be longer than 30 days. The deadline given for the performance of the public contract does not release the party from responsibility for the breach.
- 13.2. Upon the expiry of the additional term given for the performance of the public contract, the buyer may submit to the seller a written notice to cancel or withdraw from the public contract. Cancellation of, or withdrawal from, the public contract is deemed to have occurred from the date of receipt of the cancellation or withdrawal notice by the buyer. It is not necessary to submit the cancellation or withdrawal notice if the buyer has previously explained in writing when granting the extension that the

buyer will cancel the public contract / withdraw from the public contract if the contractual obligation is not fulfilled within the term. In that case, the public contract ends upon the expiration of the deadline set by the buyer for the performance of the public contract if the seller has not offered the buyer adequate performance.

13.3. The party has the right to cancel or withdraw from the public contract without extension if the party has significantly breached the obligations arising from the public contract (serious breach of contract). In this case, one party submits a written notice of termination/withdrawal of the public contract to the other party within a reasonable time after learning of the serious breach. Cancellation/withdrawal of the public contract is deemed to have occurred upon receipt of the cancellation/withdrawal notice. Serious breaches of contract occur, among other things, if:

- 13.3.1. the obligations arising from the general terms and conditions and/or public contract are breached intentionally or due to gross negligence;
- 13.3.2. the seller has failed to perform its obligations within the extended deadline granted by the buyer;
- 13.3.3. the seller gives notice to the buyer of its refusal to perform;
- 13.3.4. false information or falsified data is provided;
- 13.3.5. the results of the deicers conformity test specified in clauses 3.4 or 3.5 do not meet the conditions agreed in the contract;
- 13.3.6. the obligation of confidentiality is breached;
- 13.3.7. due to the breach of an obligation, the party can reasonably expect the other party not to perform the obligation in the future;
- 13.3.8. during the contract period, the seller has breached the law when selling goods or providing services that are the object of the public contract;
- 13.3.9. the permits of the seller that are necessary to perform the obligations expire and the seller does not extend them;
- 13.3.10. the seller has breached the general terms and conditions and/or the terms of a related procurement and/or the public contract more than three times.

13.4. The buyer has the right to exceptionally cancel the public contract if a bankruptcy decision has been made against the seller, a liquidation process has been initiated, or the permits necessary for the performance of the obligations of the seller expire, and the extension of the permits is not possible due to circumstances beyond its control.

13.5. The buyer has the right to cancel the public contract at any time by notifying the seller at least 90 days in advance unless otherwise stipulated in the public contract.

14. Final provisions

14.1. The public contract will enter into force upon forwarding of the contract signed by the buyer to the sellers's e-mail address if the draft public contract was made available to the seller before the submission of the tender and the latter has taken it into account when submitting the tender within the meaning of the Public Procurement Act, or unless otherwise stipulated in the public contract. In all other cases, the public contract comes into force upon signature by both parties.

14.1.1. The buyer and seller also consider a purchase order a public contract and have agreed that all the general terms and conditions of the public contract apply to the purchase order unless otherwise stipulated in the related procurement.

14.1.2. The parties have agreed that a purchase order, the cost of which is less than 20,000 euros without VAT and which is performed as a one-time purchase,

takes effect when the buyer has forwarded it to the seller by email in a form that enables written reproduction. The parties have agreed that in such a case, all the terms of the public contract are stipulated in the related procurement documents, the purchase order form will not be made available to the seller before the tender is submitted, and it will not be signed (the condition applies if the buyer is Aktsiaselts Tallinna Lennujaam or AS Tallinn Airport GH).

- 14.1.3. The parties have agreed that the purchase order, the cost of which is less than 50,000 euros without VAT and which is performed as a one-time purchase, takes effect when the buyer has forwarded it to the seller by email in a form that enables written reproduction. The parties have agreed that in such a case, all the terms of the public contract are stipulated in the related procurement documents, the purchase order form will not be made available to the seller before the tender is submitted, and it will not be signed (the condition applies if the buyer is the National Defense Investment Center or the Estonian Defence Forces).
- 14.2. The language of performance of the public contract is Estonian or English unless the parties have agreed otherwise.
- 14.3. The legislation of the Republic of Estonia applies to the performance of the public contract and to disputes arising from the public contract unless the parties have agreed otherwise.
- 14.4. The parties have agreed to use all measures to resolve their differences through negotiations. If no agreement is reached, the dispute will be resolved in accordance with the law of the Republic of Estonia at the Harju County Court unless the parties have agreed otherwise.
- 14.5. The invalidity of a single provision of the public contract does not lead to the invalidity of the entire public contract or any other provisions therein.
- 14.6. Neither party has the right to transfer its contractual rights and obligations to third parties without the other party's written consent.
- 14.7. The concluded public contract can be amended on the basis and to the extent specified in the Public Procurement Act.
- 14.8. Amendments to the public contract are valid if they are formalised in writing. Changes to the contract are null and void if the written form requirement is not followed. All amendments to the contract will enter into force after signing by both parties or on the deadline set by the parties, unless otherwise agreed.
- 14.9. All notices that do not have legal consequences are submitted by email and must be addressed to the contact persons of the contract, unless otherwise agreed in the public contract.
- 14.10. The party informs the other party immediately by email about any change in the contact person or other details. This notification is not an amendment to the public contract.
- 14.11. Notices and other information with legal significance between the parties must be transmitted in writing or digitally signed by e-mail. The notice is deemed to be received when it is delivered by registered mail by the postal service to the location indicated in the contract and five days have passed since it was mailed. If the notification is sent by email, it is deemed to be received on the next working day.
- 14.12. Hierarchy of documents: technical specification of the related procurement, public contract, general terms and conditions.
- 14.13. The general terms and conditions are made in Estonian and translated into English. In the event of a difference in translation, the wording of the Estonian text is used.