

PUBLIC CONTRACT

Tallinn

08.10.2024 nr 2-2/24/958

Estonian Defence Forces (registry code 70008641, address Juhkentali tn 58, 15007 Tallinn),
Aktsiaselts Tallinna Lennujaam (registry code 10349560, Tartu mnt 101, 10112 Tallinn), represented under the statutes and authorisation by Magnus-Valdemar Saar, Director General of the Estonian Centre for Defence Investments, hereinafter referred to as the **buyer or the buyers**

and

ESSPO, Ltd (registry code 154167210, address J. Biliūno Str. 17, LT-29111, Anykščiai, Lithuania), represented by Lukas Pakeltis pursuant to statutes, hereinafter referred to as the **seller**

referred to separately as the party and jointly as the parties, have entered into the following public contract (hereinafter also referred to as the **contract**).

1. Basis and object of the contract

- 1.1. This 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).
- 1.2. The contract has been awarded in the following lot of the related procurement:
 - 1.2.1. Lot 1 - Runway de-icing liquids.
- 1.3. The object of the contract shall be the purchase of **runway de-icing liquids** with transport to the locations of the buyer (hereafter referred to as the **goods**), described in the technical specification of the related procurement (Annex 2).
- 1.4. The contract shall be executed on the basis of purchase orders submitted by the buyers, in which the buyer specifies the quantity, delivery time and place of the goods to be purchased, contact persons, etc.
- 1.5. The buyers shall be independently responsible for the public contract. In the event of a failure by the buyer to perform the obligation, joint and several liability shall not be applied.
- 1.6. All general terms and conditions of the public contract (Annex 1) shall apply to the contract, unless otherwise specified in this contract or its annexes.

2. Price and quantity of the goods

- 2.1. The expected maximum value of the contract is 6 100 000,00 euros, plus VAT in cases provided by law.
- 2.2. The unit price of goods offered in the related procurement (Annex 3) is fixed in the contract for a minimum of 12 (twelve) months and includes all costs necessary for selling the goods, including transport to the locations of the buyer. The price of goods is calculated in euros.
- 2.3. After 12 (twelve) months have passed, the parties have the right to submit a reasoned application once per calendar year for the adjustment of the unit price fixed in the contract. If no application is submitted, the contract will continue to be performed at the prices set out therein.
 - 2.3.1. The seller has the right to submit a reasoned price change application to the buyer once after 12 (twelve) months have passed, only to the extent of the change in the producer price index of industrial output published by Statistics Estonia in the previous

12 (twelve) months, but no more than a 10% in the case of increase in prices. The buyer is also entitled to submit a unilateral declaration of intent to lower prices if the change in the producer price index of industrial output published by Statistics Estonia is negative.

2.3.2. If there is a need to change the prices, a reasoned application must be submitted (e.g. changes in legislation, political decisions or a significant change in the market price of a commodity (shortage of raw materials affecting the whole market, supply difficulties, increase in prices affecting the price of the commodity, etc.). The buyer has the right to assess the justification of the change, including asking comparative offers from the market and asking the seller for evidence of the reasons for the price increase. The buyer does not agree to a price increase if it turns out that it is not justified or if the buyer does not have the financial resources to perform the contract with the changed prices. If the price is recognised as justified, an annex to the contract will be drawn up regarding the new prices.

2.3.3. If the buyer and the seller do not reach an agreement on changing prices, the buyer reopens a new related procurement between the candidates included in the dynamic purchasing system for the category 2 'Runway de-icing products'.

2.4. Mandatory buy-out and additional buy-out quantities of the goods are as follows:

2.4.1. Mandatory buy-out quantity of the goods: for **Estonian Defence Forces** 900 000 kg and for **Aktsiaselts Tallinna Lennujaam** 350 000 kg.

2.4.2. Additional buy-out quantity of the goods: for **Estonian Defence Forces** 800 000 kg and for **Aktsiaselts Tallinna Lennujaam** 350 000 kg.

2.4.3. Additional buy-out quantities stated in the clause 2.4.2 are not mandatory buy-out quantities. Purchase orders for additional buy-out quantities are submitted as needed and the contract does not oblige the buyers to make purchase orders for additional buy-out.

2.4.4. The Buyer may reduce the quantity of mandatory buy-out goods due to budgetary possibilities as described in the general procurement data in the Public Procurement Register.

2.5. The unit price of the goods may not exceed the unit price fixed in the contract (Annex 3) or the unit price adjusted under clause 2.3.

2.6. The same unit price shall apply to the mandatory buy-out (clause 2.4.1) as well as to the additional buy-out (clause 2.4.2).

3. Warranty obligation

3.1. With the public contract, the seller grants a warranty on the goods as follows:

3.1.1. The seller grants warranty for the goods delivered in bulk containers, expiry to at least the period marked for the patch or 12 (twelve) months from the date of acceptance at the buyer's location, whichever is longer.

3.1.2. The seller grants warranty for the products delivered in bulk, conformity to requirements to at least 6 (six) months from the date of acceptance at the buyer's location.

4. Contact persons

4.1. The contact person of the buyer for contractual matters is the corresponding category manager of Estonian Centre for Defence Investments, who at the time of the conclusion of this contract is Kristo Raud (phone number +372 5388 3440, e-mail kristo.raud@ecdi.ee).

4.2. If the buyer is **Estonian Defence Forces**, the contact person for matters related to the performance of the contract is Ott Orro (phone number +372 5780 7620, e-mail Ott.Orro@mil.ee).

4.3. If the buyer is **Aktsiaselts Tallinna Lennujaam**, the contact person for matters related to the

performance of the contract is Raul Pajumets (phone number +372 5900 7155, e-mail raul.pajumets@tll.aero).

- 4.4. The contact person of the seller for contractual matters is Lukas Pakeltis (phone number +370 6856 9574, e-mail lukas@esspo.lt) and the contact person for matters related to the performance of the contract is Kipras Pakeltis (phone number +370 61616142, e-mail kipras@esspo.lt).

5. Final provisions

- 5.1. The public contract will enter into force upon forwarding of the contract signed by the buyer to the sellers's e-mail address.
- 5.2. The contract has been concluded as a contract for successive performance. The term of the contract shall be 24 months from the entry into force thereof.
- 5.3. Hierarchy of documents: technical specification of the related procurement (Annex 2), public contract, general terms and conditions of the public contract (Annex 1).
- 5.4. The contract is drawn up in one copy and signed digitally.

6. Annexes

- 6.1. Annex 1. General terms and conditions of the public contract.
- 6.2. Annex 2. Technical specification.
- 6.3. Annex 3. Scope of supply.
- 6.4. Annex 4. Security conditions (if the buyer is Estonian Defence Forces).

Buyer

Estonian Defence Forces

Registry code 70008641
Juhkentali 58, 15007
Tallinn, Estonia
e-mail: mil@mil.ee

Aktsiaselts Tallinna Lennujaam

Registry code 10349560
Tartu mnt 101, 10112
Tallinn, Estonia
email: administration@tll.aero

(signed digitally)

Magnus-Valdemar Saar
Director General

Seller

ESSPO, Ltd

Registry code 154167210
J. Biliūno Str. 17, LT-29111,
Anykščiai, Lithuania
e-mail: lukas@esspo.lt

(signed digitally)

Lukas Pakeltis
Management Board Member