### **PUBLIC CONTRACT**

16.07.2024 No. 2-2/24/.7.02-1

The Estonian Centre for Defence Investments, registry code 70009764, address Jarve 34a, 11314 Tallinn, Estonia, represented on the basis of the statute by Director General Magnus-Valdemar SAAR (hereinafter: Buyer),

By the General Staff of the National Army of the Republic of Moldova, registry code 1006601001263, address Hînceşti Highway 84, Chişinău, Republic of Moldova, MD-2021, represented by Deputy Chief of the General Staff of the National Army, Colonel Sergiu VOINU (hereinafter: Beneficiary) responsible of delivering the goods to the final end users, and

By the Supply and Infrastructure Management Agency of the Ministry of Defense of the Republic of Moldova, registry code 1006601001229, address Hînceşti Highway 84, Chişinău, Republic of Moldova, MD-2021, represented by Director of Supply and Infrastructure Management Agency, Colonel Stanislav POJAR (hereinafter: Consignee) responsible for customs procedures when the companies are delivering the goods,

and

aktsiaselts RESPO HAAGISED, registry code 10354808, address Tamme tn 21, 61715, Kambja, Tartu County, represented by Ain ANTONS, pursuant to statutes (hereinafter: Seller),

separately: Party and jointly: Parties,

have concluded the following Public Contract (hereinafter: Contract).

#### 1. Basis and subject of the Contract

- 1.1. The Contract is concluded on the basis of the founding documents and the Tender of the Seller for the public procurement "Purchase of site trailers to Moldova" (reference number 279956).
- 1.2. The subject of the Contract is purchase of site trailers with accessories, auxiliary equipment and tools (hereinafter: the Goods) with their repair and maintenance works (hereinafter: the Services).
- 1.3. The Goods and the Services are financed in the framework of the European Peace Facility Contribution Agreements (including Contribution Agreements No. EPF/2022/27 and EPF/2023/21), signed by the Buyer and the European Commission as administrator for Assistance Measure under the European Peace Facility to support the Armed Forces of the Republic of Moldova.
- 1.4. By this Contract the Seller undertakes to deliver to the Beneficiary the Goods, according to the Technical Description (Annex 1) and the Tender of the Seller and transfer it to the Beneficiary together with all property rights to it, and the Buyer undertakes to pay for proper and timely delivered Goods following provisions and procedures of this Contract. The Seller shall, together with the Goods, provide full relevant information, usage instructions and other information required for adequate use of the Goods. In the event that the Goods are purchased with life-cycle Services, contractual conditions for the provision of Services stipulated in the Law of Obligations Act of the Republic of Estonia shall be applied for such

provision of Services, which are not regulated, are in contradiction or are not applicable towards the nature of the Service.

- 1.5. The scope and quantity of the Goods, requirements for the Goods, the related Services and terms and other information related to the delivery of the Goods are detailed in the Technical Description, Tender of the Seller, which are an integral part thereof. When performing the Seller must follow the terms and conditions of the Contract and its Annexes, property fulfill all the requirements specified therein.
- 1.6. The Contract is concluded with the Seller, relying on the Tender of the Seller, the Seller's applications and confirmations stipulated within this Contract, and the premise of good faith in the Seller's professionalism and capability to perform the Contract duly. In the event that the Seller employs subcontractors, responsibility of the proper performance of the Contract rests on the Seller.
- 1.7. The Seller states and confirms that:
  - 1.7.1. they and their representative have all the necessary rights and mandates to conclude this Contract;
  - 1.7.2. they have read the Contract and the founding documents of the public procurement and that they understand fully the content and repercussions of duties undertaken and that they agree with the conditions therein;
  - 1.7.3. with the performance of this Contract, the rights of third parties are not affected and that there are no such circumstances which might exclude their rights to conclude this Contract and perform it duly;
  - 1.7.4. they have all the necessary and valid licenses, registrations, rights of representation and certificates, and at their expiry during the duration of the Contract agrees to extend/ renew them. If the renewal of licenses, registrations, rights of representation and certificates is not possible due to circumstances independent of the Seller, it is the Seller's obligation to promptly notify the Buyer about it;
  - 1.7.5. the Seller confirms the absence of any claims or other rights applicable on the transferred Goods or rendered Services by third parties, which third parties have the right to apply to the Goods or Services;
  - 1.7.6. they and their offered Goods or Services are not subject to international sanctions or originated in an area subject to sanctions in accordance with the International Sanctions Act of the Republic of Estonia.
- 1.8. The Goods must be in compliance with the founding documents of the public procurement, the invitation to tender and the Seller's submitted tender. The delivered Goods must be in compliance with the terms of this Contract, including in terms of quality, type, currency, description and quantity. All documents and packaging accompanying the Goods must also be in compliance with the terms of this Contract.
- 1.9. Services must be in compliance with the terms of the Contract, specifically in terms of quality and description.

### 2. Parts of the Contract

The integral parts of the Contract are invitation to tender, Tender of the Seller and its annexes, explanations, confirmation letters, notices and all concluded amendments between the Parties.

### 3. The Buyer's Rights and Obligations

- 3.1. The Buyer has the right to check the performance of contractual obligations and documents relevant to the ordering of Goods or Services on an ongoing basis.
- 3.2. The Buyer has the right to check the validity and compliance of issued invoices, calculations and other expenses. If necessary, the Buyer has the right to claim invoices from subcontractors.

- 3.3. The Buyer has the right to consult with the Seller about questions relevant to the Goods or Services, e.g. questions relating to the delivery and use of the Goods or provision of Services.
- 3.4. The Buyer is obligated to pay to the Seller for the contractually delivered Goods and rendered Services in accordance with the conditions stipulated in this Contract.
- 3.5. The Buyer is obligated to reply within a reasonable time to all the Seller's requests in order to specify instructions.
- 3.6. The Buyer is obligated to immediately notify the Beneficiary and the Seller of a breach of Contract conditions, where such a breach has been detected.
- 3.7. The Buyer is obligated to confirm, while requested, the appropriateness of the provided Goods.

### 4. The Seller's Rights and Obligations

- 4.1. The Seller is obligated to transfer the Goods specified in this Contract to the Beneficiary.
- 4.2. The Seller is obligated, on the Buyer's demand, to submit a centralized statement for all Goods and Services ordered in MS Excel format or in another format agreed upon with the Buyer within 10 days after receiving said request, unless agreed otherwise.
- 4.3. The Seller is obligated to submit information (quantity and purpose) on the Buyer's demand about subcontractors. In the event that such information has been submitted by the Seller prior to the conclusion of this Contract, the Seller must coordinate any changes with contact persons of the Buyer.
- 4.4. The Seller is obligated to inform the Buyer and Beneficiary about any circumstances which obstruct the performance of this Contract.
- 4.5. The Seller is obligated to inform the Buyer and Beneficiary promptly about cyber-attacks and cyber incidents undertaken against the Seller and issue a cyber-incident report to the Buyer and Beneficiary on the Buyer's or Beneficiary's demand.
- 4.6. The Seller is obligated to follow fair trade conditions, environmentally friendly principles and not use slave or child labor during the performance of the Contract.
- 4.7. The Seller is obligated to provide to the Beneficiary in full the property rights to the Goods.
- 4.8. The Seller is obligated not to satisfy at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022.
- 4.9. The Seller has the right to receive the agreed-upon payment for delivered Goods or rendered Services in accordance with the terms of this Contract.
- 4.10. The Seller has the right to receive instructions, explanations or other information which affects the performance of the Contract.

#### 5. The Beneficiary's Rights and Obligations

- 5.1. The Beneficiary is obligated to accept the Goods and Services specified in this Contract for its ownership.
- 5.2. The Beneficiary is obligated to provide the Seller with information and/or documents reasonably requested thereby and assistance in the performance of the Contract. Upon receipt of the request of the Seller for the provision of information required for the performance of the Contract, the Beneficiary undertakes to provide the requested information no later than within 5 working days from the receipt of such request. If the amount of information requested by the Seller is large or requires additional analysis, the

Beneficiary shall be granted an additional reasonable term for the provision of such information.

- 5.3. The Beneficiary is obligated to immediately notify the Seller and the Buyer of a breach of Contract conditions, where such a breach has been detected.
- 5.4. The Beneficiary is obligated to confirm, while requested, the appropriateness of the provided Goods.
- 5.5. The Beneficiary is obligated to properly perform all other obligations set forth in the Contract, its Annexes, legal acts applicable to the delivery of these Goods and (or) arising from the essence of this Contract.
- 5.6. The Beneficiary has the right to control the delivery of Goods in a timely manner.

#### 6. Packaging and Labelling of the Goods

- 6.1. The Seller is obligated to provide packaging of Goods in such a way that ensures its conservation during transport and storage in an unchanged manner. The terms for packing and labeling of the Goods, as well as the way of transporting them are set out in the Conditions for Packaging and Delivering (Annex 3).
- 6.2. For packaging and marking Goods, the Seller must adhere to the requirements stipulated by the Buyer.

### 7. Delivery and Acceptance of the Goods

- 7.1. The place of delivery of the Goods is Republic of Moldova, Chisinau, Incoterms 2020 DAP. The exact place of delivery of the Goods will be specified by the Beneficiary 7 days before the expected delivery of the Goods.
- 7.2. In the event that the Goods are subject to export inspection by the Seller's country of origin, the Seller shall submit to the Buyer an appropriate form of the end user's certificate and provide the necessary export license.
- 7.3. The Seller shall prepare and agree with the Buyer and the Beneficiary a free form schedule for delivery of the Goods no later than 10 days after the entry into force of the Contract.
- 7.4. The Beneficiary and the Buyer, having verified and satisfied that the Goods meet the requirements set out in the Contract and its Annexes and that all other obligations of the Seller under the Contract have been fulfilled, must accept the provided Goods and sign the Delivery-Acceptance Act of Goods.
- 7.5. The Seller shall issue a Delivery-Acceptance Act, which shall be signed consecutively by the Seller, Buyer and Beneficiary and sent to the Parties. The parties shall also accept scanned versions of the Delivery-Acceptance Act with the physical signatures. In this case Parties agree that they shall send a copy of the Delivery-Acceptance Act with the original signatures within one month from the moment the need was expressed.
- 7.6. The Seller shall submit to the Beneficiary a shipping notice for the delivery of Goods at least 5 working days prior to the scheduled delivery time to the e-mail addresses mihail.dilan@army.md and sergiu.zabolotnii@army.md.
- 7.7. The shipping notice must include:
  - 7.7.1. name of Goods
  - 7.7.2. public procurement reference number 279956
  - 7.7.3. delivered quantity, incl. number of pallets, containers etc.
  - 7.7.4. logistical unit measurements
  - 7.7.5. packaging method (plastic packaging, net wrapping, pallet etc.)
  - 7.7.6. mode of transportation, which is used for delivery (truck, lorry etc.), and quantity
  - 7.7.7. specific requirements or needs to unload the delivery
  - 7.7.8. scheduled delivery date and time
  - 7.7.9. delivery address

- 7.8. The Seller shall deliver the Goods to the Beneficiary and the Beneficiary shall accept the delivery under agreed-upon conditions.
- 7.9. The Seller shall issue a Delivery-Acceptance Act (Annex 5) alongside a shipping notice or during the delivery of the Goods at the latest or after a Service has been rendered. The Delivery-Acceptance Act must include:
  - 7.9.1. the Seller's details
  - 7.9.2. the Beneficiary's details
  - 7.9.3. contract number
  - 7.9.4. public procurement reference number 279956
  - 7.9.5. name, product code and quantity of Goods / type and time of provision of Service.
- 7.10. In addition to the Delivery-Acceptance Act, the Seller is obligated to hand over to the Beneficiary all documents that are necessary for the receiving, management, use and disposal of the Goods.
- 7.11. The Beneficiary has the right to inspect the quality of delivered Goods or rendered Services for compliance with the terms of the Contract within two weeks.
- 7.12. In the absence of the Delivery-Acceptance Act, the Beneficiary has the right to take possession of the given Goods or accept the rendered Service, however, delivery and acceptance shall be deemed to be finalized upon the reception of a proper Delivery-Acceptance Act.
- 8. Contract Price and Terms of Payment
  - 8.1. The price of the Contract is 33 700,00 Euros, with 0% value added tax (VAT).
  - 8.2. Prices are fixed for the duration of the Contract.
  - 8.3. The price of the Contract includes the price of all Goods delivered and related Services provided under this Contract, all taxes and fees and other costs (excluding costs and/or taxes related to the importation of Goods), delivery costs, costs of exporting the Goods and the cost of providing documents for payment, if any, related to the proper performance of the Contract. No additional costs of the Seller shall be paid or reimbursed.
  - 8.4. If the purchased Goods will be exported to Moldova, all export procedures and documents relating to the export of the purchased Goods are handled and signed by the Seller. In this respect, the Seller will issue an invoice at a 0% VAT rate.
  - 8.5. If the Goods to be purchased will be imported into Moldova, all import procedures including VAT exemptions and import-related documents, are handled and signed by the Beneficiary in accordance with the provisions of the Moldova's Government Decision nr 246/2010 and in accordance with confirmation letter of VAT exemption for ECDI by the Delegation of the European Union. All taxes and costs related to the import is the responsibility of the Beneficiary.
  - 8.6. If the Party concerned encounters unforeseen difficulties (e.g. lack of action by the authorities, lack of necessary documentation, etc.) in carrying out export or import procedures, they shall immediately inform the other Parties of these circumstances.
  - 8.7. Payments shall be made in Euros in accordance with the following procedure:
    - 8.7.1. When the Seller, by means of the Delivery-Acceptance Act, has satisfactorily and timely delivered the Goods in accordance with the terms of the Contract, as specified in Clause 1.2 of the Contract, and correspond to the price of the delivered Goods, payment shall be made on the basis of the quantity of Goods actually delivered at the Goods price specified in Clause 8.1. of the Contract.
    - 8.7.2. In accordance with the delivery schedule referred to in Clause 7.3 of the Contract, once the Seller has delivered some or all of the Goods and handed them over in accordance with the procedures set out in the Contract, the Buyer shall make the payment in accordance with the Seller's invoice.

- 8.8. The Seller bears all costs relevant to the delivery and transportation of Goods until the delivery has been finalized. The Seller also bears all Goods-related costs and incumbrances until the delivery has been finalized, except costs which derive from circumstances arising from the Buyer and/or Beneficiary.
- 8.9. Unit prices for the Services are stipulated in the Tender of Seller. Unit prices for the Services include all costs necessary for the performance of the Contract, including actions listed in the Technical Description.
- 8.10. For the Services, payments shall be made in accordance with ordered and actually rendered the Services, by taking into account the Delivery-Acceptance Act signed by the Buyer, Beneficiary and Seller.
- 8.11. One e-invoice shall be issued for each delivery or rendered the Service, unless agreed otherwise.
- 8.12. The Seller shall issue an e-invoice to the Buyer. In the event that the Seller is registered outside of the Republic of Estonia and has no technical capabilities to issue e-invoices, then they shall issue invoices in PDF-format to the e-mail address stipulated <u>invoices@ecdi.ee</u>. The Seller shall issue an (e-)invoice with details stated below:
  - 8.12.1. The Buyer's details:

Estonian Centre for Defence Investments, Järve 34a, 11314 Tallinn, Estonia, registry code 70009764.

8.12.2. Other details to be included on the invoice:

Contact person name;

Contract number;

Public procurement reference number 279956;

Quantity and name of Goods / type and time of rendered Services;

15-digit reference number: can be found in the public procurement register after signing the Contract

EPF/2022/27

- 8.13. The Seller shall issue an additional invoice to the Beneficiary on the Beneficiary's invoice template (Annex 6).
- 8.14. The Buyer shall pay for the Goods or Services that were accepted by the Buyer and Beneficiary and comply with the terms of the Contract to the billing account set on the invoice within 28 days of receiving an invoice that complies with the terms of the Contract. The basis for issuing an invoice is a Delivery-Acceptance Act that is signed by Buyer, Beneficiary and Seller.
- 8.15. The Buyer shall not accept an invoice which does not comply with the terms of the Contract. In such an event, the Seller shall issue a new invoice within seven working days.
- 8.16. For a Seller registered in the Republic of Estonia, prior to finalizing a payment, which is 10 000 Euros with VAT or more, the Buyer shall check for the absence of tax arrears via the Tax and Customs Board website. In the event of a tax arrear of 10 000 Euros or more, the Buyer shall inform the Tax and Customs Board of the invoice that is due for payment.

### 9. Force Majeure

- 9.1. Breach of contractual obligations is excusable, if the Party was in breach of obligations due to force majeure. Under force majeure, the Parties deem circumstances, which the Party that was in breach of obligation could not influence, and on the grounds of the prudent person principle the Party could not have been expected to take that circumstance into account during the performance of the Contract or avoid it or overcome the hindrance or its consequence, e.g. natural disasters, power failures, hostilities, blockades. The Parties do not deem the inability of the Seller's third party contractual partner to perform the Contract as force majeure.
- 9.2. If any circumstance that applies to the conditions of force majeure incurred the non-

performance of the Contract within a deadline stipulated in the Contract or its annexes and its effect is temporary, the behavior of the Party in breach of obligations is excusable only at a time when the force majeure inhibited the performance of the obligation.

- 9.3. Due to the event of a force majeure, the time limit for the performance of the contractual obligation shall be postponed, but for no more than 90 calendar days, unless the Parties have agreed otherwise.
- 9.4. The Party who cannot perform their obligations due to force majeure must promptly notify the other Party of the arisen circumstance and its conclusion. Failure to notify or failure to notify timely removes from the Party the right to refer to the excusability of the breach, i.e. the emergence of the force majeure, and the Party who was in breach of obligation to notify is responsible for the breach of contractual obligations, according to the stipulations of this Contract.
- 9.5. In the event that the effect of the force majeure is permanent and does not enable the Parties to perform their contractual obligations in full or partially, the Parties have the right to terminate or withdraw from the Contract, by submitting a corresponding termination of / withdrawal from the Contract to the other Party.
- 9.6. Circumstances arising from the COVID-19 pandemic shall not be deemed as force majeure. In the event that new unforeseen restrictions are implemented after the conclusion of the Contract, which are related to the COVID-19 pandemic and prohibit or inhibit the performance of the Contract, they may be deemed as force majeure.
- 9.7. Effects on the obligation of delivering Goods or providing Services arising from the restrictions on import from the Russian Federation and Republic of Belarus shall not be deemed as force majeure by the Parties, provided that these circumstances were present at the moment of conclusion of the Contract.

### **10. Warranty Obligation**

- 10.1. With this Contract, the Seller grants a 24-month warranty for all the Goods, accessories, auxiliary equipment and tools, a 24-month warranty for performed repair works and a 24-month warranty for installed spare parts.
- 10.2. Warranty applies from the moment that the Goods have been received by the Beneficiary without any deficiencies or from the moment that the Delivery-Acceptance Act has been signed by the Buyer, Beneficiary and Seller for Services which have been rendered without deficiencies.
- 10.3. In the event that the manufacturer's warranty for Goods or Services is in any way more favorable towards the Beneficiary (e.g. in terms of time) than the warranty obligation stipulated in the Contract, the Seller is obligated to provide the utilization of such warranty claim to the Beneficiary, if such a circumstance arises, under more favorable conditions towards the Beneficiary, which are derived from the manufacturer's warranty conditions.
- 10.4. Warranty covers all deficiencies that become evident during the warranty period, all the while taking into account normal wear and tear for Goods, and for Services, the manufacturer's instructions.
- 10.5. The Beneficiary is obligated to inform the Seller about deficiencies regarding ordered Goods or Services to the Seller's e-mail address.
- 10.6. The Seller is obligated to replace the defective Goods or remedy the repercussions of insufficiently rendered Services free of charge within 90 calendar days, starting from the moment that the Beneficiary's corresponding and justified warranty claim was received. With the Beneficiary's written consent, this period may be longer.
- 10.7. The Seller covers all costs relevant to the replacement of defective Goods or insufficiently rendered Services.
- 10.8. Goods replaced or Services rendered insufficiently during the warranty period shall be given a new warranty that has the same duration as the original Goods or Services.

#### **11. Confidentiality and Security Requirements**

- 11.1. Under confidential information, the Parties deem information, personal details, security details and documents that are clearly marked for internal use only, that become available during the performance of the Contract, and other information, whose disclosure might damage the interests of the Party. Confidential information does not include information whose obligation of disclosure derives from legislation, on the condition that such a disclosure is performed in the most restricted way possible from all possible options.
- 11.2. Parties agree not to disclose the other Party's confidential information neither during the duration of the Contract nor later without the other Party's written agreement. Parties shall protect the confidentiality of the information that was made known to them during the performance of the Contract.
- 11.3. The Seller agrees not to use any documents or information that pertains to the Contract without the Buyer's, Beneficiary's or Consignee's written agreement, except in cases which are necessary to perform the contract. All documents except the Contract are property of the Buyer and at the Buyer's Beneficiary's or Consignee's demand, the Seller is obligated to return them after the expiry of the Contract.
- 11.4. Disclosure of information to any third parties that is for internal use only is prohibited.
- 11.5. In the event that the Seller must enter premises under the area of administration of the Ministry of Defense of the Republic of Moldova in order to perform the Contract, the Seller must follow applicable security conditions that are mutually agreed between the parties. In the event that the Seller employs subcontractors at the aforementioned premises, they must previously be coordinated with the Beneficiary in writing and all security conditions stipulated in the Contract apply to them as well. Responsibility for the performance of security conditions by the subcontractors rests on the Seller.
- 11.6. Notices relating to the subject of the Contract or its performance that are directed towards the general public, including press releases, referring to the Buyer or Beneficiary in an advertisement or Internet publication, is allowed only with the Buyer's or Beneficiary's consent by any means capable of producing a written record.

#### **12. Intellectual Property Rights**

In the event that the Goods or a part of them (incl. relevant information) are protected by intellectual property rights, the Seller shall grant to the Buyer a global irrevocable royalty-free license in accordance with the Copyright Law, which is valid until the term of protection of copyright. The license shall be deemed to be transferred from the moment that the Goods or a part of them (incl. relevant information) have been transferred. The terms for transfer and utilization of intellectual property rights can be agreed upon otherwise in the corresponding public contract.

#### 13. Liability

- 13.1. In the event of improper performance or non-performance of contractual obligations, Parties shall accept responsibilities with regard to the other, in accordance with the terms of the Contract and valid legislation.
- 13.2. Ownership of Goods and the risk of loss of, or damage to, the Goods are transferred from the Seller to the Beneficiary generally at the appropriate delivery of Goods, unless agreed otherwise.
- 13.3. The Seller is responsible for the non-compliance of Goods (deficiencies) to the terms of the Contract, if the non-compliance exists during the transfer of risk of loss of, or damage to, the Goods to the Beneficiary and if the non-compliance of Goods to the terms of the Contract is

discovered (i.e it was not possible to discover the deficiencies during normal inspection, socalled hidden deficiencies) after the said risk was transferred to the Beneficiary.

- 13.4. The Seller is responsible for the non-compliance of Services (deficiencies) to the terms of the contract, if the non-compliance of the Service to the terms of the Contract is discovered (i.e. it was not possible to discover the non-compliance during regular inspection, so-called hidden deficiencies) after the Service was rendered.
- 13.5. In the event that the Seller performs the Contract improperly, the Buyer and Beneficiary have the right to refuse the acceptance of Goods or rendered Services and the obligation of payment per purchase price, and issue to the Seller a claim to perform the obligation in accordance with the contract after the discovery of the breach of obligation, by giving the Seller a reasonable time limit to perform the contract. Until the proper delivery of Goods or provision of Services to the Beneficiary, the Seller is deemed late with delivery.
- 13.6. Goods do not comply with the terms of the contract *inter alia* if the Goods do not have the agreed-upon attributes, the Goods cannot be utilized for their intended purpose, a third party has claims to the Goods or other claims that they can issue or the Goods have not been packaged in accordance with the terms of the contract or the Delivery-Acceptance Act is absent.
- 13.7. Services do not comply with the terms of the contract *inter alia* if the Service has not been rendered according to the expected quality or if no Delivery-Acceptance Act has been issued for the Service.
- 13.8. The Beneficiary is obligated to inform the Seller in writing about the non-compliance of the Goods or Services (incl. deficit with the Goods) within 14 days, if the Beneficiary or the Beneficiary's authorized representative discovered the non-compliance of the Goods or Services to the terms of the Contract. In said notice, the Beneficiary is obligated to claim performance of the obligation, by giving a reasonable time limit to the Seller for the duly performance of the obligation, which generally cannot be longer than 60 days.
- 13.9. In the event that the Beneficiary does not inform the Seller about deficiencies with the Goods or Services within the time limit stipulated in the Contract after the discovery of the deficiencies, the Seller is free from responsibility from the deficiencies with the Goods or Services, except in cases when not informing the other Party of deficiencies was reasonably excusable.
- 13.10. If the Goods delivered or Services rendered to the Beneficiary are not in compliance with the terms of the Contract, the Beneficiary has the right to demand from the Seller the replacement of non-compliant Goods with Goods that are in accordance with the terms of the Contract or the second provision of Services that is in compliance with the terms of the Contract.
- 13.11. If the Goods have not been delivered or Services have not been rendered by the set time limit, the Buyer has the right to claim a contractual penalty of up to 0.25% per day of the Goods not delivered or Services not rendered on time for every calendar day due, but no more than 50% of the cost of the contract.
- 13.12. The Seller shall pay to the Buyer for shortcomings/inconsistencies of the Goods, which are irreparable or have not been repaired within the reasonable period set by the Buyer or Beneficiary, a contractual penalty in the amount of 5% of the price of the Goods delivered improperly.
- 13.13. If the Contract is terminated due to the fault of the Seller (including the cases when the Contract is terminated on Seller's own initiative), Seller shall pay to the Buyer a contractual penalty in the amount of 10% of the initial Contract price.
- 13.14. The Seller shall pay to the Buyer for failure to provide warranty services according to Clause 10 of the Contract 5% of the value of particular Good.
- 13.15. If during the performance of the Contract, it is established that the Seller, their subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or the Goods supplied by the Seller (including their components and

manufacturers of goods and parts thereof) pose a threat to the national security of the Beneficiary state and/or satisfies at least one of the prohibited conditions provided for in the Council Regulation (EU) No 833/2014 of 31 July 2014 concerning restrictive measures in view of Russia's actions destabilizing the situation in Ukraine, including amendments made by Council Regulation (EU) 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014, Council Regulation (EU) No 269/2014 of 17 March 2014 concerning restrictive measures in respect of actions undermining or threatening the territorial integrity, sovereignty and independence of Ukraine, including amendments made by Council Implementing Regulation (EU) 2022/581 of 8 April 2022, a fine shall be applied 10% of the initial Contract price, indicated in Clause 8.1 of the Public Contract.

- 13.16. In addition to terminating the Contract or withdrawing from it, Parties have the right to claim a contractual penalty for a significant breach of the Contract in accordance with the extent of the incurred damage.
- 13.17. If the Seller is in breach of any other contractual obligations beside on-time delivery or ontime provision of Services, the Buyer has the right to claim a contractual penalty of up to 10% of the total cost of the Goods or Services.
- 13.18. If a Party is in breach of a confidentiality obligation, the other Party has the right to claim a contractual penalty of up to 10 000 Euros per each corresponding breach.
- 13.19. In the event that the Buyer delays payment of the invoice, the Seller has the right to claim from the Buyer default interest stipulated in the Law of Obligations § 113 subsection 1 for the sum unpaid by the time limit of up to 0.25% per day for every calendar day overdue, on the condition that the Buyer has been informed of the default interest within 30 days since its occurrence. The total sum of the default interest shall not exceed 10% of the sum overdue.
- 13.20. Contractual penalties are to ensure the performance of the agreed-upon obligation, not to replace the performance of the obligation. Claiming a contractual penalty does not remove from the Buyer the right to claim compensation of damages relevant to the breach of Contract.
- 13.21. The right of claim of contractual penalties is 180 days from the discovery of the corresponding breach.
- 13.22. Contractual penalties and default interests are paid within 28 working days, starting from the reception of the corresponding claim. The Buyer has the right to deduct the sums of claims of the contractual penalties and sums of compensations from the amounts to be paid to the Buyer.
- 13.23. In the event that the Seller does not start to perform the Contract, the Buyer has the right to claim compensation of damages within the range of difference in cost between the Seller's tender and the second tenderer's tender.
- 13.24. If there is a deficit in the quantity of the Goods, the Beneficiary is entitled to accept the given Goods and issue a claim to the Seller to deliver the missing quantity of the Goods to a delivery point designated by the Beneficiary at the Seller's expense.

## 14. Grounds for Termination of Contract

- 14.1. Upon termination of or withdrawal from the Contract, the Buyer shall grant the Seller a reasonable time limit for performing the Contract, which generally cannot be longer than 30 days. The time limit provided for the performance of the Contract does not exempt the Party from the liability for breach of obligations.
- 14.2. The Buyer is not obligated to grant the Seller a time limit for performing the Contract upon the termination of / withdrawal from the Contract in the event of a significant breach of Contract. In such an event, the Buyer shall submit to the Seller an application for termination of / withdrawal from the Contract within a reasonable time limit, starting from the moment the significant breach of Contract became apparent. The termination of /

withdrawal from the Contract is deemed to have been finalized when the application for termination of / withdrawal from the contract has been received by the Seller.

- 14.3. Upon expiry of the additional time limit given for the performance of the Contract, the Buyer can submit to the Seller a written application for the termination of / withdrawal from the Contract. The Contract is deemed to be terminated / withdrawn from at the moment of the application's reception by the Seller. An application for the termination of / withdrawal from the Contract is not necessary, if upon previously granting an additional time limit, the Buyer has informed the Seller in writing about the termination of / withdrawal from the Contract in the event of an unperformed contractual obligation during the given time limit. In such an event, the Contract shall be terminated upon the passing of the time limit provided by the Buyer for the performance of the Contract to the Buyer.
- 14.4. Both Parties have the right to terminate or withdraw from the Contract, if the other Party is in significant breach of contractual obligations (significant breach of contract). Significant breaches of Contract include *inter alia*:
  - 14.4.1. one Party is in breach of contractual obligations willfully or due to severe negligence;
  - 14.4.2. the Seller has not performed their obligations during the additional time limit given by the Buyer;
  - 14.4.3. the Seller has notified the Buyer about their refusal to perform the Contract;
  - 14.4.4. the Seller has submitted false information or forged information;
  - 14.4.5. one Party is in breach of the obligation of confidentiality;
  - 14.4.6. the breach of obligation gives one Party reasonable cause to presume that the other Party will not be performing their obligations in the future;
  - 14.4.7. the Seller has infringements of the law with the sale of the item of the Contract or provision of Services;
  - 14.4.8. the Seller's licenses for the performance of the Contract expire and the Seller does not extend them or the extension of the licenses is not possible for circumstances independent of the Seller;
  - 14.4.9. the Seller has been in breach of contractual conditions more than three times.
- 14.5. The Buyer has the right to terminate the Contract under extraordinary circumstances, if a bankruptcy order or process of liquidation has been initiated towards the Seller.
- 14.6. The Buyer has the right to terminate or withdraw from the contract at any time, by informing the Seller at least 30 calendar days beforehand.
- 14.7. Parties have the right to terminate the Contract at any time with Parties' written consent.
- 14.8. In the event of terminating the Contract, the Parties are not obligated to perform the Contract. In the event of a termination of / withdrawal from the Contract, Parties are obligated to return to the other Parties everything that has been already delivered for the time following the termination of the Contract, in accordance with the Law of Obligations Act.

#### **15. Contact Persons**

- 15.1. The Buyer's contact person is the corresponding category manager, who at the time of the conclusion of this contract is Kristo Raud (phone number +372 5388 3440, e-mail kristo.raud@ecdi.ee).
- 15.2. The Seller's contact person for contractual matters is Ain ANTONS (phone number +372 515 6504, e-mail address <u>ain@respo.ee</u>) and for matters related to the performance of the Contract is Siim SALUMĀE, (phone number +372 5350 5511, e-mail address <u>siim.salumae@respo.ee</u>).
- 15.3. The Beneficiary's contact person for contractual matters is Sergiu VOINU (phone number +373 22 252110, e-mail address sergiu.voinu@army.md) and for matters related to the

performance of the Contract is Mihail DILAN (phone number +373 60038863, e-mail address mihail.dilan@army.md).

- 15.4. The Consignee's contact person for contractual matters is Stanislav POJAR (phone number +373 22 252300, <u>stanislav.pojar@army.md</u>) and for matters related to the performance of the Contract is Sergiu ZABOLOTNII (phone number + 373 79696532, e-mail address <u>sergiu.zabolotnii@army.md</u>)
- 15.5. All notices which do not have legal consequences shall be issued via e-mail and must be addressed to the contractual persons of Contact, unless agreed otherwise in the Contract.
- 15.6. Notices sent by the Parties to each other shall be prepared in English and sent to the Contact persons by e-mail.
- 15.7. In the event of changes to Contact persons or other information, the corresponding Party shall inform the other Party of such changes promptly via e-mail. This notice shall not be deemed as amendment to the Contract.

## **16. Final Provisions**

- 16.1. This Contract is concluded by e-mail, exchanging scanned versions of the Contract with the physical signatures.
- 16.2. Scanned versions of the Contract with the physical signatures will be exchanged via e-mails indicated in Clause 15 of the Contract.
- 16.3. The Contract enters into force on the date of its signing by all Parties.
- 16.4. Parties agree that they shall receive a copy of the Contract with the original signatures within one month from the moment the need was expressed.
- 16.5. Scanned copies of the Contract signed by all Parties shall have full legal force prior to the exchange of the originals of the Contract, give rise to rights and obligations for the Parties, and may not be disputed by the Party on whose behalf they were signed and sent.
- 16.6. If the person authorized to sign such agreements changes, before the Parties exchange the originals of the Contract, the original of the Contract shall be signed, containing the original physical signature of the changed person authorized to sign such agreements, and reproduces by scanning signatures of persons authorized to sign such agreements along with their scanned signatures.
- 16.7. The Contract signed in this way is considered by the Parties to be the original of the Contract, which is kept by the Beneficiary.
- 16.8. In cases when it is established that the Seller, their subcontractors, the economic entities whose capacities are relied upon, or persons controlling them, or Goods poses threat for national security of the Beneficiary state, the Seller is recognized as not meeting the requirements set out in the Terms of procurement regarding national security, therefore further Contract signing procedures with this Seller are terminated.
- 16.9. Language used to perform the Contract is English.
- 16.10. For the performance of this Contract and disputes arising from the Contract, legislation of the Republic of Estonia is prevalent.
- 16.11. Parties have agreed to use all means necessary to settle differences between one another through negotiations. In the event of not reaching an agreement, the dispute shall be settled in accordance with the legislation of the Republic of Estonia at the Harju District Court.
- 16.12. The invalidity of a single provision of the Contract does not bring about the invalidity of the entire Contract or other provisions.
- 16.13. Neither Party has the right to transfer their contractual rights and obligations to third parties without a written consent of the other Party.
- 16.14. Amending the concluded Contract can be agreed upon on the grounds and extent of the Estonian Public Procurement Act.

- 16.15. Amendments to the Contract are valid if they have been formalized in writing. Not following the written format requirement deems any amendments to the Contract void. All amendments to the Contract shall enter into force upon signature by all Parties or upon the time limit stipulated by the Parties.
- 16.16. Notifications of legal effect between the Parties must be submitted in writing or via e-mail with signatures from the respective Party. A written notice shall be deemed to have been received *inter alia* if it has been sent by registered mail to the address specified in the Contract and 5 working days have passed since the notice was mailed. When sending the notice via e-mail, the notice is be deemed to have been received on the working day after the notice was sent.

## 17. Annexes

1

- 17.1 Annex 1.Technical Description;
- 17.2 Annex 2. Security Requirements with Annexes (will be added if necessary);
- 17.3 Annex 3. Conditions for Packaging and Delivering;
- 17.4 Annex 4. The Seller's Tender;
- 17.5 Annex 5. Delivery-Acceptance Act;
- 17.6 Annex 6. Invoice template.

16.07.2024 Buyer Seller 17. 07. 2024 Signature/Date Sighature/Date Magnus-Valdemar Saar Ain Antons Director General **Board Member** Consigned Benefician Signature/Date TP. Stanislav Pojar Sergiu Voinu Deputy Chief of the General Staff **Director of Supply and Infrastructure** of the National Army Management Agency

Annex No 1 to the Public Contract "Purchase of site trailers to Moldova" (reference number 279956)

## **TECHNICAL DESCRIPTION**

#### "Purchase of site trailers to Moldova" (reference number 279956)

### 1. General requirements

- 1.1. The goods must be new, unused, of good quality, free from defects, have a correct finish and be ready for immediate use. The goods must comply with the intended purpose and the technical description.
- 1.2. The buyer has the right to request additional information from the seller, which may include drawings, pictures, samples, specifications, user manuals, etc.
- 1.3. Every reference that the buyer makes in the technical description to a standard or purchase source, process, trademark, patent, type, origin or manner of production is to be read such that it is accompanied by the words "or equivalent".
- 1.4. The Buyer purchases on the basis of the Contract **4 (four) site trailers (with** toilet and shower) described in this technical description. The Buyer may reduce the quantity of Goods due to budgetary possibilities as described in the general procurement data in the Public Procurement Register.
- 1.5. The Seller shall draw up the product drawings necessary for the production of the goods and coordinate them with the Buyer before commencing production.

### 2. Description of the goods, requirements for the goods

- 2.1. Trailer:
  - 2.1.1. maximum mass up to 750 kg;
  - 2.1.2. sidelights;
  - 2.1.3. frame hot-dip galvanised sheet metal;
  - 2.1.4. adjustable corner supports 4 pieces;
  - 2.1.5. balanced wheels with M+S tyres;
  - 2.1.6. 2 stairs;
  - 2.1.7. the trailer must have the Certificate of Conformity;
  - 2.1.8. stop blocks, min. 4 pcs.
- 2.2. Heated outdoor toilet and shower:
  - 2.2.1. The trailer has one outdoor toilet for one person with a separate entrance and one shower for one person with a separate entrance.
  - 2.2.2. The site trailer is made of sandwich panels (with a minimum thickness of 30 mm, insulated with XPS or with a material with higher technical parameters (including thermal performance and moisture resistance), which are weatherproof, heat-retaining and easy to clean.
  - 2.2.3. Both rooms are provided with a window (in the wall).
  - 2.2.4. Doors are waterproof and double sealed.
  - 2.2.5. Doors are lockable, from inside closing with butterfly lock, min. 6 keys in the set.
  - 2.2.6. The doors also have an indicator lock (red/green).

- 2.2.7. The minimum internal height of the rooms is 2,100 mm, the approximate external dimensions of the site trailer are 2.4x1.8 m.
- 2.2.8. Rooms are ventilated.
- 2.2.9. Trailer input power connection 230V, 16A, CEE7/3 (Schuko), min. IP44 with a 10m extension cord.
- 2.2.10. Trailer has both 230VAC and 12VDC power systems. 12VDC power system will be supplied through a 230VAC/12VDC transformer. The 12VDC power system must also include a battery which must also be charged by the 230V input. In case there is no 230V outer source supply, the user must be able to switch on the 12VDC to battery mode. Simultaneous input from the battery and 230V outer source must be excluded.
- 2.2.11. Battery run time must be at least 1h at 100% load of the 12VDC power system.
- 2.2.12. All sockets/lighting fixtures and other circuits must be protected by a 30mA circuit breaker.
- 2.2.13. LED interior and outdoor lighting with 12V system and presence sensor, lighting fixtures min. IP65.
- 2.2.14. In each room 2x 230 V, 16A, CEE7/3 (Schuko), min. IP44 power sockets on the right side below the mirror.
- 2.2.15. 2 electric radiators 230V (1 in each room) min. IPX4 (must ensure that the outdoor toilet is economical and suitable for year-round use even in the coldest weather, radiators must be installed away from direct water flow).
- 2.2.16. Water connection readiness to be connected to an external water source.
- 2.2.17. 12V 10I/min water pump must be included in the trailer set and connected with the 12VDC power system.
- 2.2.18. Sewerage connection and miniature pumping station for waste water readiness to be connected to external sewerage and septic tank. Miniature pumping station for waste water must be connected with the 12VDC power system.
- 2.2.19. Hot water is provided by a min. 50 litre electric boiler.
- 2.2.20. Minimum equipment of the outdoor toilet:
  - 2.2.20.1. wall-mounted ceramic toilet bowl with toilet seat and flushing bowl;
  - 2.2.20.2. toilet paper holder;
  - 2.2.20.3. wall-mounted toilet brush/holder;
  - 2.2.20.4. ceramic sink with a mixer tap;
  - 2.2.20.5. mirror;
  - 2.2.20.6. liquid soap dispenser;
  - 2.2.20.7. paper towel holder;
  - 2.2.20.8. clothes hanger with minimum 3 hooks;
  - 2.2.20.9. dustbin.

### 2.2.21. Minimum equipment of the shower:

- 2.2.21.1. shower cubicle, including shower tray min. 800x800 mm, one shower wall and shower curtain or shower curtain. The solution must ensure that the shower floor remains dry after taking shower;
- 2.2.21.2. shower set (chrome) including shower mixer, hand shower, shower hose, shower lift together with the height adjustable hand shower holder and soap dish;
- 2.2.21.3. mirror;
- 2.2.21.4. ceramic sink with a mixer tap;
- 2.2.21.5. liquid soap dispenser;

- 2.2.21.6. paper towel holder;
- 2.2.21.7. clothes hanger with minimum 3 hooks;
- 2.2.21.8. towel holder;
- 2.2.21.9. dustbin.

\*This technical description is drawn up in Estonian and translated into English. In the case of a difference in translation, the Estonian version prevails.

Annex No 3 to the Public Contract "Purchase of site trailers to Moldova" (reference number 279956)

## Conditions for packaging and delivering "Purchase of site trailers to Moldova" (reference number 279956)

## 1. Delivery terms

- 1.1. Transport of the Goods to the destination specified by the Buyer is carried out by the Seller's transport.
- 1.2. The delivery address of the Goods is Headquarters Regiment, Strada Pietrarilor 10, Chisinau, Republic of Moldova.
- **1.3.** The Seller shall deliver the Goods specified in the technical description to the Beneficiary within three (3) months of the entry into force of the Contract.
- 1.4. The Seller shall place the logo of the EU flag (A4 format) in a visible position on the delivery package of the Goods.
- 1.5. The Seller shall draw up a Delivery-Acceptance Act in three (3) copies (on the template in Annex 5). The terms for the Delivery and Acceptance of Goods are set out in the clause 7 of the Contract.



Annex No 4 to the Public Contract "Purchase of site trailers to Moldova"

(reference number 279956)

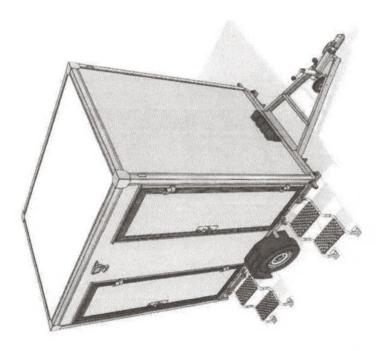
Name of the tenderer:	Respo Haagised AS 10354808			
Registry code:				
Goods	Unit	Cost of one site trailer (excl. VAT) in EUR	Unit	Total cost (excl. VAT) in EUR
Site trailer (with tollet and shower) described in the technical description (Annex 1)	1 pc	8 425,00 €	4 pcs	33 700,00 €
<u> </u>		TOTAL VALUE OF THE CONTRA	ACT (excl. VAT) in EUR	33 700,00 €

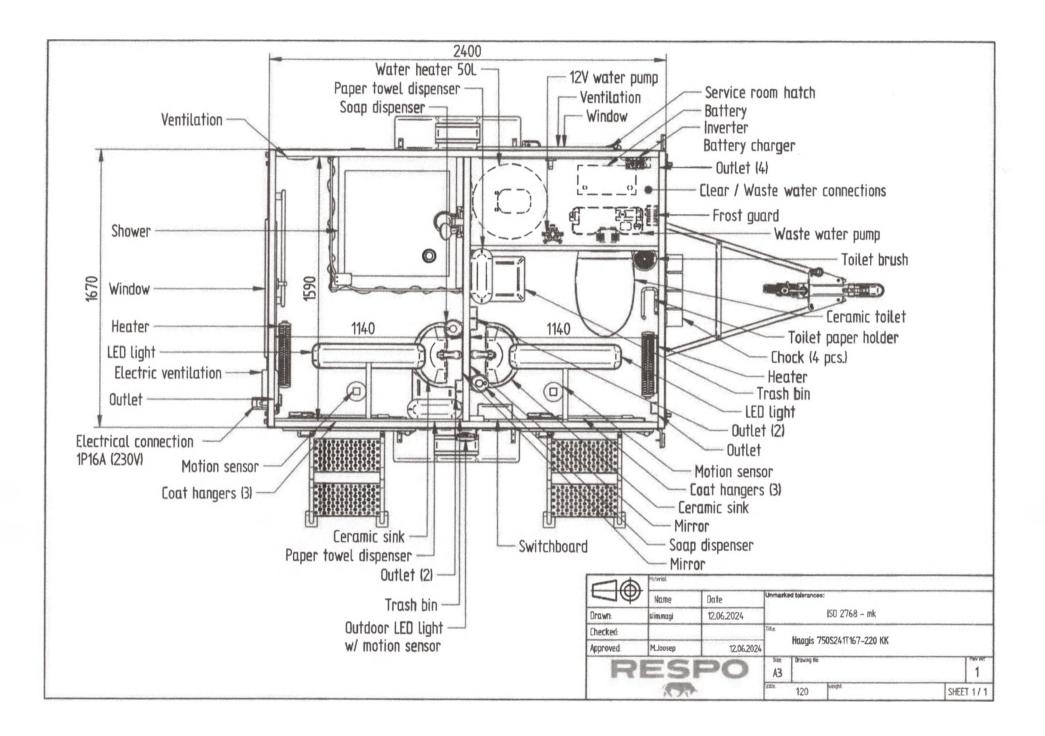
The tenderer fills in all the yellow fields and transfers the value of the green cell to the Public Procurement Register's evaluation criteria form. Enter the unit price in the yellow cells without VAT and at most 2 decimal places.

The total value of the Contract (cell E10) includes the price of all Goods delivered and related Services provided under this Contract, all taxes and fees and other costs, delivery costs (incl. transport to the location of the Beneficiary in the Republic of Moldova), costs of exporting the Goods and the cost of providing documents for payment, if any, related to the proper performance of the Contract. No additional costs of the Seller shall be paid or reimbursed.

The delivery address of the Goods is Headquarters Regiment, Strada Pietrarilor 10, Chisinau, Republic of Moldova. The term of the performance of the Contract is three (3) months from the entry into force of the Contract.

**Scope of Supply** 





## Manufacturer Model Designation: 750F241T167-220

## **Details:**

- Internal Dimensions: 1.14x1.60 m (one room measurement)
- External Dimensions: 3.85x2.07 m
- Internal Height: 2.2 m
- Overall Height: 2.87 m
- Axle Type: Torsion
- Frame: Hot-dip galvanized
- Gross Weight: 750 kg
- Tires: 155/80R13

# **Standard Equipment:**

- Drawbar support wheel with adjustable clamp, solid rubber
- Weather-resistant XPS thermal insulation laminate walls (40mm) and roof (53mm)
- Floor covered with scratch and slip-resistant PVC coating
- Motion sensor LED interior and exterior lighting
- Waterproof LED front lights
- 4 corner supports
- Plastic fenders
- Wheels with M+S tires
- Hot-dip galvanized metal steps
- 10m power cable
- 4 chocks
- 1P16A (230V) electrical connection
- 12V DC electrical system

# WC Includes:

- Window
- Indicator lock on the door
- Ventilation openings
- Sockets
- Electric radiator
- Wall-mounted ceramic toilet bowl
- Toilet paper holder
- Toilet brush/holder
- Ceramic sink with mixer tap
- Mirror
- Liquid soap dispenser
- Hand towel holder
- Coat rack with 3 hooks
- Trash bin

# Shower Room Includes:

- Shower corner with curtain
- Window
- Indicator lock on the door
- Ventilation openings
- Electric fan
- Sockets
- Electric radiator
- Mirror
- Ceramic sink with mixer tap
- Liquid soap dispenser
- Paber towel holder
- Coat rack with 3 hooks
- Towel holder
- Trash bin

# Technical Room Includes:

- Ventilation openings
- 12V 230V inverter
- Battery
- Battery charger
- Sockets
- Electric radiator (frost guard)
- Water connection
- Wastewater connection
- 12V water pump
- Wastewater pump
- 50L electric boiler

Annex No 5

To the Public Contract "Purchase of site trailers to Moldova" (reference number 279956)

# INTERIM/FINAL DELIVERY - ACCEPTANCE ACT

Pursuant to the Contract No.\_\_\_\_\_ of \_\_\_\_ 20\_\_

1.30	ıbject		
1. T	he present act is to certify that:		
1.1.	the Seller has delivered the Goods a	ccording to the Technical Specification:	
#	Name of the Goods (quantity) &	supporting materials, training (if applicable)	Cost, EUR
1			
2			
	e and meeting the requirements sp	e accepted the Goods according to the Te recified in the Contract and its annexes. T	
1.3.	The Beneficiary has accepted the G	oods according to the list indicated in Claus	e 1.1. of this Act for its ownership.
	he event of defects being discovere ead of paragraphs 1.2 to 1.3 above.	d at the time of acceptance of the Goods To be deleted if not applicable	, the following provisions shall apply
indi 1.3	cated in Clause 1.1. of this Act;	o this Act) and accepts the Goods partly following time limit for rectification of the	
	ettlements		
2.1.		by the Seller according to the list indicated uding VAT and all related taxes).	in Clause 1.1. of this Act amounts to
111. 1	egal effect of the act		
3.1.	The present act is drawn up in 3 (th	ree) copies all having an identical legal effe	ct, one copy for each of the Parties.
15 / 1	Place of unloading, address		
IA. I		Regiment, Strada Pietrarilor 10, Chisinau,	
4.1.		e MD-2021, Republica Modova, Chişinău,	strada Pietrarilor nr.3, Regimentul de
4.1. Stal	Major "Nicolae Petrica"	e MD-2021, Republica Modova, Chişinău,	strada Pietrarilor nr.3, Regimentul de
4.1. Stal		e MD-2021, Republica Modova, Chişinău,	strada Pietrarilor nr.3, Regimentul de
4.1. Stat	Major "Nicolae Petrica"	e MD-2021, Republica Modova, Chişinău, BENEFICIARY	strada Pietrarilor nr.3, Regimentul de SELLER
4.1. Stat	Major "Nicolae Petrica" Ignatures of the Parties		

Annex No. 6 To the Public Contract "Purchase of site trailers to Moldova" (reference number 279956)

INVOICE No.\_\_\_\_\_

Date:\_\_\_\_\_

Contract No.

Seller:	Beneficiary:
Legal entity's name:	Legal entity's name: General Staff of the National Army
Address:	Address: Hinchesti highway 84, Chisinau, Republic of Moldova, MD-2021
Registry code:	Registry code: 1006601001263
VAT payer code:	
Bank:	
Bank code (SWIFT):	
Bank account (IBAN) No.:	
Contact Person (name, phone nr. email):	

#### **Buyer:**

Legal entity's name: *Estonian Centre for Defence Investments* Address: *Järve 34a, 11314 Tallinn, Estonia* Registry code: *70009764* 

### Consignee:

Legal entity's name: Supply and Infrastructure Management Agency, MOD Address: Hinchesti highway 84, Chisinau, Republic of Moldova, MD-2021 Registry code: 1006601001229 Contact Person (name, phone nr. email):

Quantity	Commodity Description	Weight (kg)		Unit price (Euro)	Total price (Euro)
	(as in the Contract)	gross	net		

Total to be paid	******	EUR
------------------	--------	-----

VAT exempt......(if applicable)

### **Delivery Incoterms 2020: DAP**

European Peace Facility Agreement Number: EPF/2022/27