

SALE AND PURCHASE AGREEMENT no. S-2024-101

date and time are included with a digital signature

This Sale and Purchase Agreement is entered into between:

Terviseamet, registry code: 70008799, VAT no: EE101339803, juridical location: Paldiski mnt 81, Tallinn 10614, Estonia represented by Director General Birgit Lao (hereinafter referred to as the Purchaser) and

Selfdiagnostics Deutschland GmbH, registry code: HRB28217; VAT no. DE287912971, Juridical location: Deutscher Platz 5d, Leipzig 04103, Germany; represented by CEO Marko Lehes (hereinafter referred to as the Seller)

both jointly referred to as the Parties, entered into this agreement on the following (hereinafter referred to as the Agreement):

1. Objects of the Agreement

- 1.1.** Under the terms of the Agreement the Purchaser buys and Seller sells following product as stated in the Annex 1: Quotation 100044 (hereinafter referred as Product or Products)
- 1.2.** The Seller provides to the Purchaser following original documents by air freight and document copies by e-mail: the Product inserts/manuals, the Product technical specifications.
- 1.3.** The Seller is responsible for the proper design, manufacture, packaging and labeling, irrespective of whether these operations are organized by himself or by a third person on his behalf.

2. Production and Delivery of Goods

- 2.1.** Products are delivered to Purchaser on October 8th 2024.
- 2.2.** The contact person at **Terviseamet** to receive Products and for installation is: Urmas Liivas, e-mail: urmas.liivas@terviseamet.ee
- 2.3.** The purchaser has the right to refuse acceptance of the Product, if it appears that the Product do not conform the terms of the Contract. If The Purchaser refuses to accept the Products, the Seller has the obligation to replace the Products with the products, which will satisfy the terms of the Contract. Until the Product (replacement) is received, the delivery of the Products is considered as delayed.
- 2.4.** The Product must conform the terms stated in the Annex 1 – Quotation 100044 Items list Also all product-related documents must conform the terms of the contract.
- 2.5.** The Products' non-conformity the terms of the contract, among other things, are:
 - 2.5.1.** the Products do not have features as agreed;
 - 2.5.2.** the Products cannot be used for its intended purpose;
 - 2.5.3.** the Third party has the right or claim the Products.

3. Payment for the Products

- 3.1.** The Purchaser shall pay for the Products in 14 days after signing the contract from both Parties.
- 3.2.** The PURCHASER shall transfer payment to the Seller's bank account no: D E 8 6 8 6 0 5 5 9 2 1 0 9 0 0 3 2 2 8 1 in Leipzig Sparkasse.

4. Characteristics of the Products

- 4.1.** The Seller shall be liable for the quality and other characteristics of the Products in accordance with the written information and quality certificates submitted by the Seller.
- 4.2.** As for defects in the Products (incl. deficit of the products), which could not be detected by the PURCHASER in the course of careful inspection carried out upon delivery and receipt of the Products the PURCHASER will be entitled to submit claims to the Seller within 24 (twenty four) months after the delivery of the Products, whereas the PURCHASER is obliged to notify of such claim immediately after the PURCHASER noticed the defects.

5. Effective date and term

- 5.1.** This Agreement shall enter into force since signing the contract from both parties.
- 5.2.** The Agreement shall remain in force until payment has been made in full by the Purchaser.

6. Confidentiality

- 6.1.** The Parties shall retain strict confidentiality of any non-public information that they have disclosed to one another and shall not without written consent of the other Party disclose it to any third persons and shall not use such information for any other purposes except those necessary for performance of its contractual obligations. This obligation shall survive also termination of the Agreement on whatever grounds.

7. Notice

- 7.1.** Any notices (including invoices, agreements written in e-mail etc.), the delivery whereof is required under this Agreement, shall be sent by e-mail or by registered letter to the Parties' addresses set out in this Agreement.

8. Settlement of disputes

- 8.1.** The Parties shall settle disputes arising from the Agreement by negotiations. Should the Parties fail to reach an agreement the dispute shall be settled in the courts of the Republic of Estonia under the law of Estonia.

Signatures of the Parties:

THE PURCHASER:

THE SELLER:

Birgit Lao
Director General
Terviseamet
Paldiski mnt 81
Tallinn 10614, Estonia

Marko Lehes
CEO
Selfdiagnostics Deutschland GmbH
Deutscher Platz 5d
Leipzig 04103, Germany

Annex 1. Quotation 100044