

## Purchase of AIS/VDES base stations

### Sales Contract Number 3.2-4/22/1741-1

The **Estonian Transport Administration**, registry code 70001490, address Valge 4, 11413 Tallinn (hereinafter referred to as the Purchaser), represented by mandate by the Director of the Mobility Management Division of the Estonian Transport Administration Joel Jesse.

and

**Saab AB (publ) TransponderTech**, registry code 556036-0793, location Låsblecksgatan 3, Linköping Sweden (hereinafter the Seller), represented by a member of the board/represented by mandate by Managing Director Ms Johanna Gustafsson.

The Purchaser and Seller (hereinafter Parties or Party), signed a sales contract (hereinafter the Contract) in the following:

#### 1. Object of the Contract

- 1.1. The Seller undertakes to sell and deliver **15 AIS/VDES base stations with GPS antennas** (hereinafter the goods) to the Purchaser under the conditions and procedures established in the Contract.
- 1.2. Objects of the Contract include:
  - 1.2.1. configuration of the goods;
  - 1.2.2. compiling the documentation of and conducting the Site Acceptance Test (SAT);
  - 1.2.3. updating the software and, if necessary, the hardware of the supplied AIS/VDES base stations within at least three years, including assurance of provision of the VDES support in accordance with officially approved versions of ITU-R M.2092-1 and IEC PAS 63343\_2021
  - 1.2.4. delivered AIS/VDES base stations declared (by the manufacturer) software and hardware (if necessary for VDE/ASM support) upgrades within three years (from the signatures of the SAT by both sides), including provision of VDE/ASM support in accordance with ITU-R M.2092-1 and IEC PAS 63343\_2021 standards;
  - 1.2.5. ensuring warranties under the conditions established in the Contract;
- 1.3. installation of the AIS/VDES base stations in towers **is not** an Object of the Contract.

#### 2. General terms and conditions of the Contract

- 2.1. The Contract documents comprise the Contract and annexes thereto.
- 2.2. At the moment of entry into the Contract, it has the following annexes:
  - 2.2.1. Annex 1 – Technical Specification
  - 2.2.2. Annex 2 – Price Quote Submitted by the Seller
  - 2.2.3. Annex 3 – Form for the Instrument of Delivery and Receipt of the Goods
- 2.3. In addition to the Contract and its annexes, the Parties follow the regulations and standards in effect in the Republic of Estonia and, if necessary, other relevant technical documents when fulfilling the Contract.
- 2.4. Unless otherwise provided for in the Contract, references to a certain clause, sub-clause or annex are interpreted as references to the respective clause or sub-clause of or annex to this Contract. The headings used in the Contract have been inserted for convenience of reference only and are not in any way taken into consideration in defining, interpreting or limiting the provisions of the Contract. If the context so requires, words in singular may mean plural and vice versa in the Contract.
- 2.5. The Contract is signed as a result of the open procedure public procurement “AIS/VDES baasjaamade ostmine” (reference number 249678).

2.6. The language of the Contract is Estonian or English.

### **3. Interpretation of the Contract**

- 3.1. The Parties represent and warrant that by signing the Contract, they have not breached any law, the statutes of the parties or any other documents or obligations and signing the Contract does not breach earlier contracts or agreements signed by the Parties. Upon entering into force, all prior contracts, agreements and correspondence will be terminated to the extent that they conflict the current Contract.
- 3.2. If there are discrepancies between the documents of the Contract or the documents can be interpreted in multiple ways then the Parties will follow the explanations given by the Purchaser during the public procurement.
- 3.3. If no explanations for discrepancies, contradictions or deficiencies have been requested during the public procurement, then the Parties will follow the interpretation of the Purchaser and in such cases the Contractor does not have the right to claim unforeseen consequences, lack of information, differences in interpretation or other obstacles regarding the conditions of fulfilling the Contract.
- 3.4. If there are discrepancies or differences in the international standards, requirements or recommendations in the Technical Specification of the Object of the Procurement Contract, then the Contractor must notify the Purchaser of this. The Parties sign a decision establishing obligations and recommendations in order to ensure better functionality from the perspective of maritime traffic. The Contractor has no right to receive compensation for following such decisions.

### **4. Term of the Contract**

- 4.1. The goods must be delivered and the Site Acceptance Test (SAT) must be completed at the latest 100 days after the entry into force of the Contract.

### **5. Delivering the Goods and Transfer of Property**

- 5.1. The Seller delivers the goods to the Purchaser at Valge 3/1, Tallinn, on the basis of the Instrument of Delivery and Receipt (hereinafter the Instrument), which is signed by the Seller. The Seller hands over the necessary documentation for the possession, use and disposal of the goods, including a valid instruction manual and the rights of use of licences (if applicable), with the goods.
- 5.2. Within three work days before signing the Instrument, the Seller has the right to:
- 5.2.1. verify the state and quality of the goods and their compliance with the documents of the Contract;
- 5.2.2. verify the documentation of the goods as well as their completeness and validity.
- 5.3. If the Purchaser has identified that the goods do not meet the conditions provided for in the documents of the Contract, the Purchaser is not obliged to accept the goods and sign the Instrument. The Purchaser submits the respective declaration to the Seller upon refusal to accept the goods. The Purchaser has the right to refuse to accept the goods until the Purchaser has remedied the deficiencies.
- 5.4. If the goods meet the conditions provided for in the documents of the Contract and are of appropriate quality, the contact person of the Purchaser is obliged to accept the goods and to sign the Instrument within the given term.
- 5.5. The right of ownership of the goods is transferred from the Seller to the Purchaser upon signing the Instrument. The Seller is liable for the accidental destruction of and damage to the goods until the transfer of the right of ownership.

### **6. Site Acceptance Test (SAT)**

- 6.1. The aim of the SAT is to verify the compliance of the delivered AIS/VDES base stations to the Technical Specification.

- 6.2. The SAT is conducted on one AIS/VDES base station, which is connected to the VTS Tallinn system (SAAB Maritime Control system 10.8.2).
- 6.3. The Technical Specification is provided in Annex 1 – Technical Specification.
- 6.4. The test is conducted with the Purchaser and after the successful completion of the test, the respective testing protocol and certificate will be signed immediately. The Purchaser must not delay the test or the signing of the SAT certificate without valid reason.
- 6.5. The SAT certificate verifies that the Purchaser has accepted the devices and they are ready to use.
- 6.6. The Seller provides the SAT procedures to the Purchaser for confirmation at least 14 days before the SAT.
- 6.7. If equipment other than the VTS system is required for the test, the Seller ensures that this is available.
- 6.8. If there are instances of nonconformity during the SAT or the Purchaser finds the results of the SAT to be unsatisfying in a crucial aspect, then the Seller will remedy all identified deficiencies. The Seller has full financial liability in such cases.
- 6.9. Prerequisites for the SAT are:
  - the goods have been delivered and the Instrument of Delivery and Receipt has been signed;
  - all necessary documentation has been provided to the Purchaser at least 14 days before the SAT;
  - the SAT procedures have been confirmed by the Purchaser;
  - training has been conducted in accordance with the Contract.

## **7. Obligations and support of the Purchaser**

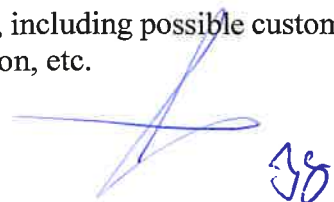
- 7.1. The Purchaser provides the following:
  - 7.1.1. training spaces if training is not conducted online, if necessary
  - 7.1.2. storage of the devices and supporting material until the end of the SAT
  - 7.1.3. assistance in connecting the AIS/VDES base station to the VTS system to conduct the SAT

## **8. Rights and obligations of Parties**

- 8.1. The Parties are obliged to fulfil the conditions provided for in the documents of the Contract.
- 8.2. The Parties are obliged to notify each other of all circumstances that may obstruct the fulfilment of the Contract without delay. The Parties are obliged to provide each other with all the necessary information required for the appropriate fulfilment of the Contract.
- 8.3. The Purchaser is obliged to accept the goods under the conditions provided for in the documents of the Contract.
- 8.4. The Purchaser is obliged to pay the contract price under the conditions provided for in the documents of the Contract.
- 8.5. The Seller has the right to demand late payment interest from the Purchaser in accordance with the Contract.
- 8.6. The Purchaser has the right to demand a contractual penalty from the Seller in accordance with the Contract.

## **9. Payments**

- 9.1. The contract price is **298 500**, euros, to which VAT is added in the cases and in the amount prescribed by law (hereinafter the price).
- 9.2. The price includes all contractual costs of the Seller, including possible customs, import and other taxes and fees, delivery costs, configuration, etc.



- 9.3. The Seller has the right to invoice the Purchaser after the goods have been accepted and the SAT certificate has been signed.
- 9.4. The Purchaser pays the Seller for the goods provided for in the Contract via bank transfer to the Seller's account within 14 (fourteen) calendar days after receiving the invoice from the Seller.
- 9.5. The invoice must be submitted within seven calendar days after fulfilling the conditions provided for in clause 9.3 in a machine processable manner as an electronic invoice in accordance with Minister of Finance Regulation No. 24 of 11 April 2017 "Establishing guidelines for machine processable source documents". The invoice is considered received as of the date of its submission to the invoice management system of the Purchaser. Non-residents must e-mail their invoices in pdf format to [invoices@transpordiamet.ee](mailto:invoices@transpordiamet.ee) or send it as an e-invoice via the international Peppol system. The invoice must set out the name of the contact person and the number of the Contract.

## **10. Liability of Parties**

- 10.1. The Parties are liable for failure to fulfil or improper fulfilment of contractual obligations in accordance with the liabilities prescribed in the documents of the Contract and legislation.
- 10.2. The Parties are required to compensate in full for any damage caused to each other by failure to perform or improper performance of the Contract.
- 10.3. The Seller has the right to demand late payment interest from the Purchaser at a rate of 0.2% of the sum of the overdue invoice for every overdue day.
- 10.4. The Purchaser has the right to demand a contractual penalty of up to 10% of the price from the Seller if the Seller breaches contractual obligations. The Purchaser must file the claim for contractual penalty or the notice of intent to file a claim for a contractual penalty to the Seller within six months of detection of the breach.
- 10.5. The Purchaser may claim nonconformity of the goods to the conditions of the Contract within the term prescribed by law.

## **11. Warranty**

- 11.1. The Seller provides the goods with a three-year warranty, which begins on the day after the signing of the SAT certificate.
- 11.2. The Purchaser has the right to demand that the Seller remedy any deficiencies that become evident after accepting the goods and possible latent deficiencies or replace the goods within a reasonable timeframe. The Purchaser submits the respective request in the same form as the Contract to the Seller within three work days of discovering the deficiencies.
- 11.3. During the warranty period, the Seller is obliged to remedy any deficiencies of the goods within 10 calendar days or replace the goods within the same time.
- 11.4. If the Seller fails to fulfil the obligations provided for in clause 11.3, the Purchaser has the right to remedy the deficiencies themselves and to demand compensation for the costs from the Seller.

## **12. Confidentiality**

- 12.1. The Parties must not release information that has been declared confidential by one Party to noncontractual persons. The Parties must not use confidential information for purposes other than the fulfilment of contractual obligations unless the Parties have signed a written agreement that states otherwise or the demand for release comes from legislation or a court order. If a Party finds information traded on the basis of the Contract to be confidential, they notify the other Party accordingly in written form.

12.2. The obligation of confidentiality provided for in clause 12.1 is valid for 10 years after the termination of the Contract unless a Party agrees to release the other Party from the obligation of confidentiality prematurely.

### **13. Copyright**

13.1. The Seller provides the Purchaser with a permanent nonexclusive license with sub-licensing rights for all property rights necessary for the use of the goods transferred on the basis of the Contract and they are considered transferred upon payment of the contract price.

### **14. Contact persons of Parties**

14.1. Contact person of the Seller: Roger Johansson, tel.: (+46) 734189446, e-mail: [roger.p.johansson@saabgroup.com](mailto:roger.p.johansson@saabgroup.com) ;

14.2. Contact person of the Purchaser: Ants-Kristjan Masing, tel.: (+372) 5243865, e-mail: [kristjan.masing@transpordiamet.ee](mailto:kristjan.masing@transpordiamet.ee)

### **15. Term of Contract**

15.1. The Contract enters into force upon the submission of the Contract signed by the Purchaser to the Seller and remains in effect until the fulfilment of contractual obligations.

15.2. The Parties have the right to withdraw from the Contract if the other Party is in serious breach of the Contract. The Party that withdrew from the Contract has the right to claim from the other Party compensation for the damage caused by the breach of the Contract in full. Both Parties consider a delay the delivery of the goods, failure to remedy the deficiencies of the goods and failure to replace the goods as serious breaches of the Contract.

15.3. The Contract is deemed terminated immediately if:

15.3.1. the operations of the Seller are terminated;

15.3.2. the Seller is declared bankrupt.

### **16. Other conditions**

16.1. The Contract may be amended in accordance with the legislation in force. Any amendments to the Contract that have not been made in writing are null and void.

16.2. Any disputes arising from the interpretation or performance of the Contract are subject to resolution by way of negotiations between the Parties to the Contract. Failing agreement, the disputes will be resolved in Harju County Court in accordance with the legislation in force in the Republic of Estonia.

16.3. The Parties are guided by the respective legislation of the Republic of Estonia in all matters not governed by the Contract.



**17. Signatures of the Parties**

Date: 29.07.2022

On behalf of the Purchaser:

Mr Reedik Poopuu



Head of  
Services Management Department  
in the capacity of  
Director of the Mobility  
Management Division of the  
Estonian Transport Administration

On behalf of the Seller

Ms Johanna Gustafsson



Managing Director

Annex 3

## **INSTRUMENT OF DELIVERY AND RECEIPT OF THE GOODS**

SAAB AB hereby delivers and the Estonian Transport Administration accepts in accordance with Contract "Purchase of AIS/VDES base stations, Sales Contract Number 249678", signed on 29.07.2022, the following goods:

AIS/VDES base stations 15 pcs with GPS antennas

Digitally provided data: documentation, licences (if applicable)

Notes:

Contact person of the Purchaser:

Contact person of the Seller: