



REPUBLIC OF ESTONIA
CENTRE FOR
DEFENCE INVESTMENTS

Dmitry Konovalov
Marcel Boschung AG
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08.05.2026 No 2-14/26/1655

Contractual Penalty Notice (Public Contract no
2-2/25/105-2)

Dear Mr Dmitry Konovalov,

The Estonian Centre for Defence Investments, the Estonian Defence Forces (hereinafter Buyer) and Marcel Boschung AG (hereinafter Seller) concluded Framework Agreement no 2-2/25/105-1 for the purchase of de-icing spreaders and snow blowers. On 4 June 2025, as a result of the Seller's Tender "De-icing spreaders" via e-mail, Public Contract no 2-2/25/105-2 was concluded for ordering two de-icing spreaders, including repair and maintenance works during at least the warranty period (goods/services described in the technical description) with transport to Ämari Air Base, Ämari, Lääne-Harju Parish, 76102 Harju Country, Estonia.

Pursuant to Clause 1.3 of the Public Contract, the delivery time of the goods is a maximum of 10 months after the conclusion of Public Contract. Accordingly, the delivery deadline was 4 April 2026 at the latest.

The Seller notified the Buyer that, due to delivery problems, the delivery time of the goods would be extended and that the goods would be delivered to the Buyer no later than 30 April 2026.

Pursuant to Clause 13.12 of the Framework Agreement, in case of non-delivery on time of the goods or non-performance of the service on time, the buyer has the right to demand from the seller a contractual penalty of up to 0.25% of the cost of the goods or services not delivered on time per day for each day of delay in delivery or service, but not more than 50% of the cost of the public contract, unless otherwise stipulated in the public contract. Pursuant to Clause 13.20 of the Framework Agreement, the buyer has the right to deduct sums of contractual penalty claims and the sums of compensation for damage submitted by the buyer from the amount payable to the seller.

According to the above mentioned, as the delivery time of the goods was a maximum of 10 months after the conclusion of Public Contract, that is 4 April 2026 at the latest and the goods are not delivered on time, the Buyer exercises its right to a contractual penalty under Clause 13.12. of the Framework Agreement, that is 0.25% of the cost of the goods not delivered on time per day for each day of delay in delivery. As the deadline for the delivery of the goods was no later than 4 April 2026, the Buyer exercises its right to a contractual penalty under Clause 13.12 of the Framework Agreement from 5 April 2026 until the goods have been delivered to the Buyer.

The buyer deducts sums of contractual penalty claims and the sums of compensation for damage submitted by the buyer from the amount payable to the seller.

Respectfully,



Maia Prunt
Strategic Category Manager (Soldier Equipment
Life Support) acting as Head of the Procurement
Bureau