

PURCHASE CONTRACT

Tallinn

22.03.2024 No 2-2/24/...313-1

Estonian Centre for Defence Investments (registry code 70009764, address Järve 34a, 11314, Tallinn, Harju County, Estonia),

Estonian Defence Forces (registry code 70008641, Juhkentali 58, 15007, Tallinn, Harju County, Estonia) represented on the basis of the statutes and authorisations by Director General, National Armaments Director Magnus-Valdemar Saar (hereinafter the **Buyer**) on the one side

and

THEON SENSORS SINGLE MEMBER SOCIETE ANONYME, operating also under the distinctive title "THEON SENSORS S.A.", registry code 002502801000, address 57 Ioannou Metaxa Street, Greece, represented by Vasileios Savvaidis, Managing Director (hereinafter **Seller**) on the other side (hereinafter separately as **Party** or together as **Parties**) have concluded on the basis of procurement procedure "Night Vision Devices" (reference number 266956) a Purchase Contract (hereinafter **Contract**) in the following:

1. Object of the Contract

- 1.1. The objects of the Contract are night vision devices, its accessories, spare parts and special tools (hereinafter **Goods**), lifecycle support and training (hereinafter **Services**).
- 1.2. The Goods must be new and unused (not more than 6 months old at the time of delivery).
- 1.3. The Seller confirms the absence of any claims or other rights applicable on the delivered Goods by third parties.

2. Pre-Delivery check

- 2.1. The Buyer shall decide to participate in the pre-delivery checks.
- 2.2. Pre-delivery check shall be performed at the manufacturer's factory by the Seller. Following procedures and criteria shall apply to the pre-delivery checks:
 - 2.2.1. The Seller shall inform the Buyer of the readiness to perform the pre-delivery check via e-mail at least 30 calendar days before the date of every delivery. The Seller shall submit to the Buyer, together with the relevant notice, information about the procedures and criterions that are possible to check.
 - 2.2.2. The Buyer shall inform the Seller via e-mail of his availability to participate in the pre-delivery check within 10 calendar days as of receipt of the notice referred to clause 2.2.1 above. The Buyer is not obliged to participate in the pre-delivery check. If the Buyer does not inform the Seller of his availability to participate in the pre-delivery check within 10 calendar days as of receipt of the notice referred in clause 2.2.1, it is considered that he does not intend to participate in the pre-delivery check.
 - 2.2.3. If the Buyer wants to perform the pre-delivery check, the Buyer shall submit to the Seller together with the relevant request, information about the procedures outlined in the notice in clause 2.2.1 and the criteria to be performed and checked. The Parties agree in a form reproducible in writing the procedures and the criteria to be performed and checked and the time and place performing the

- check. The pre-delivery check shall not postpone the agreed date of delivery, unless the pre-delivery check is not passed.
- 2.2.4. If the pre-delivery check is not passed, the Seller shall notify the Buyer thereof immediately and the Parties shall negotiate on further steps in order to secure the timely delivery, if possible.
- 2.2.5. Should the pre-delivery check be also failed on second attempt, the Buyer has the right to withdraw from the Contract without giving Seller an additional deadline for fulfilling his contractual obligations and claim penalty in amount of 5% of the total value of the Contract.
- 2.3. The Buyer shall pay for his travel and accommodation costs for one visit for each delivery. If the first pre-delivery check will not be passed, the Parties will agree to the terms of a mutually satisfactory way forward.

3. Packaging and marking of the Goods

- 3.1. Goods shall be factory packed into the transport/storage boxes. Goods shall be packed in a way that keeps them firmly fixed in the boxes and thus ensures the safety during handling in both transport and storage.
- 3.2. Transport boxes shall be packed onto standard 1200x800 mm or 1200x1000 mm pallets. Maximum allowed height for a pallet is 1200 mm.
- 3.3. The colours and marking of the transport boxes shall be according to STANAG 2953 Edition 4; AOP-2 Edition D.
- 3.4. The body shall be marked in minimum with the name of the product, and LOT number.
- 3.5. The transport boxes shall be marked according to the agreed marking drawings:
- 3.5.1. Product name (in English).
 - 3.5.2. NSN code, if applicable.
 - 3.5.3. UN number, if applicable.
 - 3.5.4. Safety class, if applicable.
 - 3.5.5. Box weight.
 - 3.5.6. NEQ per box, if applicable.
 - 3.5.7. Box volume (in cubic meters).
 - 3.5.8. Number of products packaged in a box.
 - 3.5.9. LOT number.
 - 3.5.10. UN certification of box, if applicable.
 - 3.5.11. Manufacturer data.
 - 3.5.12. Date of manufacture/production and shelf life (preferred, not mandatory).
- 3.6. The following documentation must be attached to the munitions purchased:
- 3.6.1. SDS (Safety Data Sheet);
 - 3.6.2. Packing test certificate;
 - 3.6.3. Packing UN certificate;
 - 3.6.4. Certificate of inspection and conformity.

4. Delivery and receipt of Goods and Services

- 4.1. First consignment of 2000 pcs of Goods (except spare parts) shall be delivered no later than week 13, 2024.
- 4.2. Rest of the Goods (6348 pcs) shall be delivered no later than 30.04.2025.
- 4.3. Spare parts for 2 years (for 8348 pcs) shall be delivered no later than with the last delivery of the first consignment of 2000 pcs of Goods.



- 4.4. To the delivery and receipt of the Goods DAP (Incoterms 2020) terms apply: Estonia, Tallinn, Suur-Sõjamäe 23.
- 4.5. The expenses regarding the transportation and delivery of the Goods according to the delivery terms established in this Contract shall be borne by the Seller.
- 4.6. The Seller shall undertake to:
 - 4.6.1. on order from the Buyer, perform preventive maintenance services;
 - 4.6.2. on order from the Buyer, perform repair services;
 - 4.6.3. on order from the Buyer, perform other lifecycle services to maintain, improve or upgrade the Goods.
 - 4.6.4. on order from the Buyer, to organize trainings in the scope and time defined by the Buyer.

5. Actions before the delivery:

- 5.1. The Seller shall notify the Buyer's contact person about the delivery with the delivery notification letter. The Seller shall coordinate the exact date and time of the delivery with Buyer's contact person at least 10 calendar days before the actual delivery.
- 5.2. The actual delivery shall take place in working days from Monday to Thursday 09:00-15:00.
- 5.3. If the Seller notifies about the delivery less than 10 days before the delivery or the Goods are not accompanied by required documents, the Buyer has the right not to accept the Goods. In this case all incurred costs until the proper delivery of the Goods shall be borne by the Seller, incl. any terminal storage costs, fees, taxes. If any related documents required under the actions before the delivery clause cannot be provided at least 10 days prior to actual delivery, such documents must be provided ASAP.
- 5.4. With the delivery notification letter following data shall be submitted:
 - 5.4.1. Pro forma invoice;
 - 5.4.2. Packing list;
 - 5.4.3. Delivery note.

6. Actions on the delivery:

- 6.1. The Goods shall be accompanied on the delivery with the delivery note, which shall include information as follows:
 - 6.1.1. delivery note's number;
 - 6.1.2. date of the delivery/receipt;
 - 6.1.3. supplier's name;
 - 6.1.4. number of the Contract;
 - 6.1.5. exact list of the Goods, Manufacturer's codes, serial numbers and quantities;
 - 6.1.6. unit price (in Euros) and the prices in details and total;
 - 6.1.7. contact person's name;
 - 6.1.8. name and signature of the Seller (shall be filled at place);
 - 6.1.9. name and signature of the Buyer (shall be filled at place).
- 6.2. In case of deficient invoice and/or delivery note the Buyer has the right to take possession of the Goods, but the delivery and reception confirmation thereof shall be deemed to be finalized at the delivery of a suitable invoice and/or delivery note.
- 6.3. Upon to the delivery to the storage depot following shall be inspected:
 - 6.3.1. presence of the delivery note, which is filled according to the requirements established in the Contract;
 - 6.3.2. existence of the package damages;
 - 6.3.3. conformity of the quantities and the marking on the transport packaging;

- 6.3.4. conformity of Goods to the marking on the transport packaging (product name, quantity, codes etc).
- 6.4. The transfer of risk of accidental loss and damage are transferred from the Seller to the Buyer upon the proper delivery.
- 6.5. The Buyer has the right to refuse to receive the Goods if the Goods are not compliant with the Contract terms. In that case the Seller is obliged to deliver the proper Goods. Until then the Seller shall be considered to be delayed with the delivery.
- 6.6. The Goods delivered to the Buyer shall correspond to the terms of Contract, especially in terms of quantity, quality and description. The documents accompanying the Goods must also correspond to the terms of the Contract.
- 6.7. The Goods do not correspond to the terms of Contract when the Goods do not possess the agreed upon attributes, a third person has justified and accepted claims towards the Goods, the Goods have not been packaged according to the terms of the Contract or the Goods do not have any packaging, or a delivery note/invoice is not included.
- 6.8. If the Goods do not correspond to the terms of Contract, the Buyer shall notify the Seller in writing about the discrepancies of the Goods (including the deficit of the Goods) in 60 days starting from the moment the discrepancies were discovered. In the notification letter the Buyer shall undertake to demand fulfilment of the obligation from the Seller and also provide reasonable time for the Seller to comply with the Contract.
- 6.9. The reasonable time for the Seller to comply with the Contract may not normally be longer than 60 days subject to the available export and transit permits, according to which the aforementioned time frame will be accordingly extended, provided that the corresponding document is requested in time (provable by the Seller).
- 6.10. If the delivered Goods do not correspond to the terms of the Contract the Buyer has right to demand rework or replacement of the non-compliant Goods with the Goods corresponding to the Contract, at the Seller's discretion.
- 6.11. In case of partial delivery the Buyer has the right to accept the Goods and demand the Seller to deliver the rest of the Goods to the designated destination within the Republic of Estonia.
- 6.12. If the Buyer does not inform the Seller about the deficiencies of the Goods in time limit 60 days stipulated at the Contract, the Seller shall be released from the liability for the defects of the Goods, unless the failure to inform about the deficiencies was reasonably forgivable.

7. The price of the Goods and payment terms

- 7.1 The value of the contract is up to 70 000 000 EUR.
- 7.2 The price of the Goods is inclusive of all taxes (except Estonian Value Added Tax (VAT)) and the cost of transport to the designated destination.
- 7.3 The Buyer has the right to demand (but is not obligated to purchase) and the Seller has the obligation to sell to the Buyer up to 4000 optional night vision devices within 12 months after the conclusion of the contract. The delivery time for 4000 optional night vision devices is up to 24 months after the conclusion of the relevant agreement, unless the Parties agree otherwise.
- 7.4 The prices for Goods (incl. spare parts and accessories) submitted by the Seller in the procurement procedure shall be firm for 12 months from the conclusion of the Contract (incl. up to 4000 optional night vision devices). After that the prices are subject to change but no more than defined by European Industrial producer price index (EA-19).
- 7.5 If necessary and justified, it is possible for the Seller to request an advance payment up to 30% of the total cost of the Purchase Contract. The Seller is obliged to justify the request for advance payment, but the final decision is to be made by the Buyer.

- 7.6 Buyer shall pay the purchase price of the received Goods corresponding to the terms of the Contract (i.e. after the Goods have been delivered to the Buyer in the agreed quantity and quality) to the bank account presented on the Seller's invoice within 28 calendar days from the date of the proper delivery. In case the Buyer or his authorized representative has not given possibility by the Seller to examine the delivered Goods, the Buyer may refuse to accept the goods and therefore refuse from the payment of the not accepted good.
- 7.7 The Invoice shall be marked:
- 7.7.1 Payer: Estonian Centre for Defence Investments, registry code 70009764, address Järve 34a, 11314 Tallinn;
 - 7.7.2 Contracting entity: Estonian Centre for Defence Investments;
 - 7.7.3 Contact person's name;
 - 7.7.4 Number of this Contract;
 - 7.7.5 Reference number of the procurement procedure (266956);
 - 7.7.6 The invoice shall contain the Value Added Tax identification number of the issuer of the invoice and Estonian Centre for Defence Investments (EE101936361).
 - 7.7.7 The invoice shall be submitted in PDF-format after the delivery to invoices@ecdi.ee.
- 7.8 If the Buyer delays the payment of the invoice, the Seller has the right to claim an interest for late payment of 0,25% of the unpaid amount for each day of delayed payment but not more than 15% of the total cost of the invoice. The Buyer shall be informed of a claim interest due to delayed payment within 30 days.
- 7.9 The Buyer shall not accept an invoice which does not correspond to the terms of the Contract. In this case, the Seller shall submit a new invoice to the Buyer within 3 working days. The Buyer shall not pay an interest on delayed payment if the delay is caused by an absent or incorrect invoice.
- 7.10 The payment is considered to be finalized when the bank of the Seller accepts the payment order.

8. Force majeure

- 8.1 Non-performance of the contractual obligations is excused if the Party is in breach of the obligation due to force majeure. The Parties consider force majeure to be circumstances which are beyond the control of the Party who breached the obligation and which, at the time the Agreement was entered into, the Party could not reasonably have been expected to take into account, avoid or overcome the impediment or the consequences thereof, such as natural disasters, general power outages, wars and blockade, delay or denial of issuance, amendment, suspension or revocation of an export/import license or any other required permit by a governmental authority (provided that the corresponding document is requested in time, provable by the Seller). The Parties consider the force majeure of the Seller's third-party contractor to perform the Agreement as force majeure as well.
- 8.2 If any circumstances corresponding to the force majeure led to a failure to perform the Agreement within the term provided in the Agreement or any annexes thereto and their effect is temporary, the behaviour of the Party who breached the contractual obligation is only excused for the period during which the force majeure impeded the performance of the obligation.
- 8.3 In the event of force majeure, the time limit for the performance of a contractual obligation shall be postponed in accordance with the duration of the force majeure event.



- 8.4 A Party that is not able to perform its obligations due to force majeure shall immediately notify the other Party of the occurrence and ending of such a situation. As soon as impediments cease to exist, the concerned Party shall send a written notification to that effect to the other Party and resume work without delay. Failure to notify or untimely notification deprives the Party of the right to rely on the excused non-performance, i.e., the occurrence of force majeure, and the Party that has breached the notification obligation is liable for the breach of a contractual obligation pursuant to as provided in the Agreement.
- 8.5 If the effect of force majeure is permanent and does not allow the Parties to perform their contractual obligations in full or in part, the Parties have the right to cancel or withdraw from the Agreement by giving notice of cancellation or withdrawal to the other Party.
- 8.6 The COVID-19 pandemic is not considered by the Parties as force majeure. If after the conclusion of the Agreement, new/changed unforeseeable constraints are imposed, linked to the COVID-19 pandemic, which make it impossible or prevent the performance of the Agreement, this may constitute force majeure.
- 8.7 Parties agree that the international and national restrictions related to Russian Federation and Belarus, which are in force at the time of the Contract award are not considered as force majeure for the purposes of this Contract as these are factors that are foreseeable to the Parties. If new/changed unforeseeable constraints are imposed which make it impossible or prevent the performance of the Agreement, this may constitute force majeure.

9. Lifetime and conformity

- 9.1. The Seller grants at least 120 months of lifetime for the Goods, during which the Seller offers lifecycle support for the Goods.
- 9.2. The lifetime period starts from the day of the receipt of the Goods by the Buyer.
- 9.3. The Buyer shall notify the Seller about the non-conformity of the Goods in writing in a reasonable time since the non-conformity has become evident, but not later than in 60 calendar days after the non-conformity has become or should have been become evident. The notification shall include following information:
- 9.3.1. The date when the non-conformity occurred, serial number, quantity, amount and the nature of the failure and/or deficiency.

10. Warranty

- 10.1. The Warranty Period for the Goods shall be at least 24 months.
- 10.2. The warranty period starts from the day of the receipt of the Goods by the Buyer.
- 10.3. This warranty covers all defects, material- and production failures that become evident in the Goods during the warranty period.
- 10.4. The Buyer shall notify the Seller about the non-conformity of the Goods in writing in a reasonable time since the non-conformity has become evident, but not later than in 60 calendar days after the non-conformity has become or should have been become evident. The notification shall include following information:
- 10.4.1. The date when the non-conformity occurred, LOT number, quantity, amount and the nature of the failure and/or deficiency.
- 10.5. The Seller shall replace the defective Goods during the warranty period not later than in 90 calendar days after being notified of the non-conformity. Replacement can be substituted by repair if this is possible due to the nature of the Goods.
- 10.6. The Seller shall bear all expenses related to the replacement or repair of the defective Goods.

- 10.7. The Goods replaced or repaired during the warranty period shall be given a new warranty for the same duration as the balance of initial warranty.

11. Confidentiality

- 11.1. The Seller and the Buyer shall not reveal during the validity period and indefinitely after the expiry of the Contract any confidential information of the other Party and shall take reasonable steps to prevent third parties from accessing confidential information.
- 11.2. Confidential information shall be (regardless whether they are presented in specific or visible form, on a durable medium or orally):
- 11.2.1. the entire Contract, including its annexes and future amendments;
 - 11.2.2. information, which is marked as "confidential" or which confidentiality is required by the law or which the sending Party has declared confidential or which the receiving Party should eligitly understand, that this kind of information is considered confidential by the revealing Party, including the information which is declared for official use only or the information classified as state secret;
 - 11.2.3. information, technical data, other data, contracts, financial data and accounting data relating to natural and legal persons governed by public and private law that are associated with the revealing Party, including the officials of the revealing Party and the activities of these persons;
 - 11.2.4. other information, that is legitimately without the confidentiality obligation not available for third parties and which has become evident to the receiving Party during preparing, performing or violating the Contract or any other agreement concluded by the Parties;
 - 11.2.5. other information, which the revealing Party is clearly interested in keeping in secrecy.
- 11.3. Both Parties shall use the confidential information only for achieving the contractual purposes as agreed hereinunder.
- 11.4. Either Party shall not reveal confidential information to third parties and shall do everything in his power not to give third parties access to the confidential information revealed to him. Revealing confidential information to third parties may only take place in the cases directly prescribed by the law and shall be subject to a prior written consent of the revealing Party. The confidentiality requirement does not extend to the banks, lawyers and auditors of the Parties.
- 11.5. The receiving Party shall guarantee that the confidentiality obligation agreed upon in the Contract extends to all his employees and any third person involved in performing the Contract.
- 11.6. The undertaking in this section shall not extend to any of the following information:
- 11.6.1. Information, which is in the public domain, by publication or otherwise, through an authorized source and not as a result of any act or failure to act on the part of the receiving Party;
 - 11.6.2. Information, which is independently and rightfully made available to third persons by the revealing Party without any restrictions concerning the use or revelation;
 - 11.6.3. Information which is expressly authorized to be revealed in writing by the revealing Party or
 - 11.6.4. Information which is required to be revealed under any applicable laws or by any court or authority of competent jurisdiction.

- 11.7. Confidential information that becomes known to the receiving Party in electronic or other format which can be reproduced in writing, may be stored reproduced or electronically copied only to achieve the objectives determined in the Contract.
- 11.8. In the case of breaching the confidentiality obligation, the Party shall notify the other Party immediately and take all reasonable measures to avoid or reduce damage to the other Party.
- 11.9. A breach of any obligations stipulated in this section of this Contract shall be deemed to be a significant breach of Contract.

12. Intellectual property rights

- 12.1. Should the Goods (including the relevant documentation) include works that are protected by the intellectual property rights, then all such intellectual property rights shall remain to belong to their respective authors or right holders. The Seller shall only give the Buyer a worldwide and irrevocable non-exclusive license in the meaning of the Copyright Act for the duration of the validity of the copyright to use the Goods (and the documentation related thereto) for their intended objective and in reasonable manner. The license shall be deemed to have been granted at the moment of transferring the Goods that contain such works.

13. Liability

- 13.1. In case of improper performance or non-performance of contractual obligations, the Parties will be liable to each other in accordance with the terms and conditions of the Contract and applicable law as per the country's legislation where the Buyer is established.
- 13.2. The Seller is liable for the non-conformity to the terms of the Contract (defects), if the non-conformity is present during the transfer of accidental loss and damage to the Buyer and when non-conformity appears after the transfer of the given risk to the Buyer.
- 13.3. If the Seller fails to perform the Contract (the Goods are non-compliant), the Buyer has the right to refuse from payment and submit in a manner stated at the Contract, a claim to the Seller and insist the fulfilment of the Contract in a reasonable time, except in a situation stated at the clause 12.5 and claim the loss recovery.
- 13.4. If the Seller breaches the Contract significantly according to clause 13.3. the Buyer shall have the right to claim contractual penalty up to 5% of the total value of the Contract in addition to the liquidated damages.
- 13.5. The Buyer shall have the right to insist the Seller to pay the contractual penalty in a reasonable time starting from the discovery of the breach of contractual obligations.
- 13.6. The aim of the contractual penalty is to ensure the fulfilment of the contractual obligations, not replacing the obligations with contractual penalty.
- 13.7. In addition to the right to claim contractual penalty, the Buyer shall have the right to claim compensation of direct damage for any substantial breach of the Contract.
- 13.8. Except for damages caused by Sellers willful misconduct as well as death or injury of any person, the overall liability of the Seller is limited to 50% of the Contract price and in no event Seller shall be liable for indirect or consequential damages.
- 13.9. For this Contract and the entire legal relationship between the Parties Estonian Law shall apply. The Parties agree to settle the disputes and disagreements arisen during the performance of the Contract by negotiations between the Parties. If an agreement is not reached, the dispute shall be settled in the Harju County Court.
- 13.10. The Buyer has the right to decrease the amount of contractual penalties at its own discretion.
- 13.11. Liability for late delivery:

- 13.11.1. If the Goods mentioned in clause 4.1 are not delivered on time, the Buyer has the right to claim contractual penalty of 0,1% of the cost of the undelivered Goods from the Seller for each calendar day of delayed delivery up to a maximum of 15% of the cost of the undelivered Goods.
- 13.11.2. If the Goods mentioned in clauses 4.2 and 4.3 are not delivered on time, the Buyer has the right to claim contractual penalty of 0,1% of the cost of the undelivered Goods from the Seller for each calendar day of delayed delivery up to a maximum of 15 % of the cost of the undelivered Goods.
- 13.11.3. If the reasonable time described in clause 5.16 is not met by the Seller, the Buyer has the right to claim contractual penalty of 0,1% of the cost of the Goods (falling under clause 5.16) from the Seller for each calendar day up to a maximum of 15 % of the cost of the Goods.
- 13.12. Liability for non-conformity of the Goods:
 - 13.12.1. In addition to fulfilling the requirement to replace defective Goods, if the non-conformity of the goods appears more than 3% of specific LOT (a set of goods that is produced at the same time) which has been put into use, the Buyer has the right to claim contractual penalty of 5% of the cost of the Goods delivered to Buyer regarding the particular LOT.
 - 13.12.2. If the non-conformity of the goods appears more than 7% of specific LOT which has been put into use, the Seller shall replace 100% of Goods delivered to Buyer and the Buyer has the right to claim contractual penalty of 5% of the cost of the Goods involved.
 - 13.12.3. If the replacement time is longer than specified in clauses 5.17 and 9.5, the Buyer has the right to claim contractual penalty of 0,1% of the cost of the undelivered Goods from the Seller for each calendar day of delayed delivery up to a maximum of 10 % of the cost of the undelivered Goods.

14. Expiry, Termination and Withdrawal from the Contract

- 14.1. The Contract enters into the force upon Buyer's signature and is valid 84 months, until the fulfilment of mutual obligations.
- 14.2. The Contract may be terminated by the Parties in written consent of both Parties in a manner stipulated at the Contract or by the law.
- 14.3. The Buyer shall have the right to terminate the Contract if the Seller breaches the Contract significantly (significant breach of Contract). A significant breach occurs in the following cases:
 - 14.3.1. the Seller breaches the Contract deliberately or due the gross negligence;
 - 14.3.2. the Seller has not fulfilled the contractual obligations in the additional deadline given by the Buyer;
 - 14.3.3. the Seller refuses to perform the Contract;
 - 14.3.4. the Seller does not provide the Buyer with the results of the third-party tests (issued by accredited independent test centre) required in document "Technical Requirements" in a timely manner;
 - 14.3.5. the breach of obligations gives the Buyer a reasonable cause to presume that the Seller shall not continue to perform its contractual obligations.
- 14.4. The Buyer is in case of termination of the Contract not obliged to give the additional deadline if the grounds stated in clause 13.3 occur. In this case the Buyer shall submit in reasonable time since the significant breach of Contract occurred, a written notification

for termination of the Contract. The termination of the Contract shall enter into the force from the receipt of the written notification by the Seller.

- 14.5. Upon termination of the Contract, the Parties are not obligated to perform the Contract. Parties shall return all means to each other that have been already provided in advance for the period following the termination of Contract in accordance with the procedure established in the Law of Obligations Act.
- 14.6. If Buyer terminates the Contract on the ground of Seller's significant breach of Contract, the Buyer shall have the right to claim a contractual penalty from the Seller in the amount of 5% of the total value of the Contract.

15. Final provisions

- 15.1. Neither Party shall transfer his contractual rights and obligations to third persons without the written consent of the other Party.
- 15.2. The amendments and supplementations of the Agreement shall be valid only if they are provided in written form by authorized persons of the Parties. Failure to comply with the requirement of the written format shall render the amendments and supplementations to the Agreement void.
- 15.3. The requirements of the Buyer, the explanations provided during the procurement negotiations, confirmation letters and other unilateral and bilateral additional documents are an integral part of this Agreement.
- 15.4. The Parties shall forward any notices that have legal effects to each other in the written format or by e-mail and such notices shall be signed. If the notice that has legal effect is sent by e-mail it shall be deemed to be delivered at the time marked in the confirmation of delivery; failing this, the notification shall be deemed to be delivered next working day. A notice sent in writing shall be deemed to have been received if it has been forwarded to the address determined in the Agreement by a post office with a notice of delivery to be returned and 5 calendar days have passed from posting.
- 15.5. Contract-related notices shall be delivered to the e-mail or postal address of the other Party as determined in the procurement contract. Each Party shall promptly inform the other Party of a change in his address.
- 15.6. This Agreement has been drawn up and signed in 2 copies and forwarded to both Parties.

BUYER

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