

**SALES CONTRACT No. 6-27/2023/25**

Marana

21.04.2023

**Riigimetsa Majandamise Keskus**, registry code 70004459, represented by Plant Production Manager Tõnu Reim, acting on the basis under the mandate by head of seed and plant department on the basis of statute by Chairman represented hereinafter referred to as the **Buyer**, on one side,

and **BCC AB**, id code SE556309-1 742, Profilgatan 15, SE-261 35 Landskrona, Sweden, in person of Andreas Berner hereinafter referred to as **the Seller**, on the other side,

hereinafter in this Contract referred to as the **Party** or jointly as the **Parties**,

have entered into this Contract of the public procurement with simple procurement "Plastic seedling trays 2023" (DHS nr-1-47.2794, reference number 262764 in Estonian Public Procurement Register) as follows:

**1 Object of the Contract**

1.1 Under the Contract the Buyer shall buy and the Seller shall deliver (forest plant seedling trays/ transportation boxes) (hereinafter **Merchandise**) on the terms and conditions and pursuant to the procedure agreed in the Contract.

1.2 The Buyer provides the following information and materials to the Seller for the delivery of the Merchandise:

Delivery address: 5000 trays -RMK Tartu Tree Nursery, Rõõmu tee 13,

1.3 The Buyer shall be entitled to check the progress of the delivery of the Merchandise on a current basis. The Seller shall promptly inform the Buyer of any problems encountered in the course of the delivery of the Merchandise and request from the Buyer instructions and information.

1.4. The Buyer shall appoint its representative to advise on the delivery of the Merchandise, furnish the information required by the Seller and inspect the quality of the Merchandise. The Buyer's representative is Tõnu Reim.

**2 Delivery and Acceptance of the Merchandise**

2.1 The Seller shall deliver Trays to the Buyer on:

5 000 plastic trays for growing container seedlings, deadline of 15 June 2023.

2.2 Upon the delivery of the Merchandise, the Buyer shall inspect the Merchandise within 15 workdays.

2.3 Upon acceptance of the Merchandise, the Parties shall formalise an instrument of delivery and acceptance of the Merchandise signed by the representatives of the Parties.

2.4 The Buyer shall submit its complaints to the Seller (hereinafter referred to as the **Objections**) with regard to non-compliance of the Merchandise to the Contract within 15 (fifteen) workdays as of the delivery of the Merchandise by the Seller.

2.5 The Merchandise shall be deemed as accepted by the Buyer if the Buyer has made no Objections within the period specified in clause 2.4.



2.6 If the Buyer submits its Objections, the Seller shall make corresponding improvements to the Merchandise and adjustment works within the term specified by the Buyer. In this case, the Merchandise shall be deemed as accepted, if the Seller has made the improvements and the Buyer has no more Objections.

2.7 After acceptance of the Merchandise by the Buyer, the Seller shall be entitled to the remuneration agreed upon in the Contract.

2.8 The Seller shall provide the Merchandise with a 12 months warranty as of the acceptance of the Merchandise by the Buyer. During the warranty period the Seller shall eliminate deficiencies in the Merchandise at its own expense and by its own means on site or at the manufacturer of the merchandise, if necessary.

### **3 Remuneration Payable to the Seller**

3.1. The Buyer shall pay the Seller remuneration for the trays or/ and boxes specified in clause 1 herein in the amount of 24 350 EUR.

3.2. The Buyer makes payments to the Seller on the basis of issued invoices. The Seller submits invoices electronically. The E-arveldaja accounting software (available at <https://www.rik.ee/et/e-arveldaja>) or any other accounting software suitable for sending electronic invoices must be used to issue and submit the invoices. A foreign seller can submit invoices by e-mail to [arved@rmk.ee](mailto:arved@rmk.ee)

3.3. The invoice shall be issued on the basis of an instrument of acceptance of the Merchandise signed by the Parties.

3.4. The Buyer shall pay an invoice within 10 (ten) calendar days as of the date of issuing the invoice.

3.5. The instrument of acceptance of the Trays and Boxes shall be prepared after the Trays and Boxes have been delivered. If the Buyer has complaints as to the Trays and Boxes, the instrument of acceptance of the Trays and Boxes shall be prepared after the complaints have been resolved.

### **4 Liability of the Parties**

4.1 The Parties shall be liable for any breaches of their obligations arising from the Contract, provided the breach is wrongful.

4.2 If the Seller delays the delivery of the Merchandise beyond the agreed deadline, the Buyer shall be entitled to demand payment of the contractual penalty in the amount of 0.15% of the remuneration payable to the Seller under the Contract for each calendar day of delay, but in total not exceeding 50 (fifty) percent of the remuneration payable to the Seller. Upon payment for the Merchandise, the Buyer shall be entitled to reduce the remuneration payable to the Seller by the amount of the contractual penalty, having set it off.

4.3 If the Buyer fails to pay the remuneration to the Seller by the agreed date, the Seller shall be entitled to demand payment of default interest at the rate of 0.15% of the overdue amount per calendar day of delay, but not exceeding 30 (thirty) percent of the overdue amount.

4.4 The Buyer shall file a contractual penalty claim arising from the Contract with the Seller within 3 (three) months as of the day when the Buyer became entitled to file the contractual penalty claim.

### **5 Expiry and Termination of the Contract**



5.1 The Contract shall terminate if the Parties' obligations arising from the Contract have been fully and duly performed and the warranty period has expired.

5.2 If it becomes obviously clear during the supply and/or installation works of the Equipment that they are not performed as required, the Buyer shall be entitled to set a term to the Seller for the elimination of the deficiencies and, if it has not been met, withdraw from the Contract and demand compensation of damages.

5.3 If the Seller has not delivered the Merchandise to the Buyer within 1 (one) month as of the agreed delivery deadline of the Merchandise, at the latest, the Buyer shall be entitled to withdraw from the Contract unilaterally without paying the agreed remuneration to the Seller and collect the contractual penalty provided for in the Contract and, in addition, compensation for caused damage.

## **6 Notices**

6.1 The Parties shall send any notices concerning the Contract to the addresses of the Parties given in the Contract. The Parties shall immediately inform each other of any changes in their addresses.

6.2 Notices shall be communicated by telephone or e-mail, unless written form is prescribed in the Contract. Written notices shall be sent to the other Party by registered mail or delivered to the other Party against signature.

6.3 Any claims by a Party to the other Party relating to a breach of the Contract shall be made in writing.

## **7 Final Provisions**

7.1 Any amendments to this Contract shall enter into force after they have been signed by both Parties or at the time specified by the Parties in writing.

7.2 The Parties shall resolve any disagreements and disputes relating to the Contract by way of negotiations. If the Parties fail to resolve the disputes arising from the Contract by way of negotiations, the dispute shall be resolved in the court having jurisdiction at the place of residence or location of the defendant.

7.3 The Contract has been made in two identical copies of equal legal force, of which the Seller and the Buyer shall retain one copy each.

## **Details and signatures of the Parties:**

### **Buyer**

Riigimetsa Majandamise Keskus  
Registry code 70004459  
Mõisa/3, Sagadi küla, Haljala vald,  
45403 Lääne-Viru maakond  
Tel 676 7500  
E-post rmk@rmk.ee



**Tõnu Reim**

### **Seller**

BCC AB  
Registry code 556309-1742  
Profilgatan 15,  
261 35 Landskrona Sweden  
Tel +46 418-449932  
E-mail info@bccab.com



**Andreas Berner**