# Contract of purchase and sale No ....

**Estonian Consumer Protection and Technical Regulatory Authority**, registry code 70003218, registered office at Endla 10a, Tallinn 10122, Estonia represented by the Director General Kristi Talving (hereinafter the **Buyer**),

and

**Rohde & Schwarz Danmark A/S**, registry code DK13701806, registered office at Lyskær 3D-1, Herlev, 2730, Denmark, represented by Managing Director Niels Frandsen (hereinafter the **Seller**),

hereinafter referred to collectively as the **Parties** and separately as the **Party**, taking into account that:

* The Buyer organised the procurement ‘Suunamääraja antennide soetamine’ (hereinafter the **Procurement**) as a negotiated procedure without prior publication;
* In the procurement procedure, the Buyer declared the Seller's tender as successful by decision No 1-2/24-046 of 26.08.2024,

have entered into the following contract of purchase and sale (hereinafter the **Contract**):

# Contract documents

* 1. The contract documents comprise this Contract, annexes to the Contract and any amendments to the Contract agreed upon after the signing of the Contract, which form an integral part of the contract.
	2. At the time of signing, the Contract includes the following annexes:
		1. Annex 1 — Buyer's Procurement documents;
		2. Annex 2 — Seller's tender No 904161.1 of 14.08.2024.

# Object of the contract

* 1. The Seller sells and the Buyer buys the following items that comply with the terms of the contract (hereinafter the **Goods**):
		1. Upgrade of direction finder receiver UMS 400 in accordance with clause A of the technical specification of Annex 1;
		2. Direction finding antenna for vehicle in accordance with clause B of the technical specification of Annex 1;
		3. Direction finding antenna for mast in accordance with clause C of the technical specification of Annex 1.

# Purchase price and payment terms

* 1. The total purchase price of the Goods is 249 937,38 euros (excluding VAT).
	2. The Seller submits to the Buyer an invoice to ttja@arved.ee and cc to info@ttja.ee in a PDF format. The invoice must indicate the Contract number and the Buyer's contact person.
	3. The Buyer undertakes to pay the purchase price of the Goods by bank transfer to the bank account indicated on the invoice by the Seller. The term for payment can be no less than 21 (twenty-one) calendar days as of the submission of the invoice. The date of payment for the Goods is deemed to be the date the funds are received on the bank account as indicated on the Seller's invoice.
	4. The instrument of delivery and acceptance signed by the Parties is the basis for submission of an invoice the Seller to the Buyer.

# Shipping and packaging of goods

* 1. The Seller arranges the delivery of the Goods to the location indicated in clause 5.2. by means of transport provided by the Seller. The Parties apply the terms of delivery in accordance with the Incoterms 2020 standard: CIP (Endla 10a, Tallinn 10122, Harju County, Republic of Estonia).
	2. All costs related to the delivery and transportation of the Goods are borne by the Seller.
	3. The Seller must package the Goods in such a way as to ensure that the Goods arrive undamaged at the buyer’s destination.
	4. Each item to be delivered must be packaged separately.
	5. Each label on the packaging must bear at least the following details:
		1. name of the Goods;
		2. quantity and unit of the Goods;
		3. Contract number.
	6. The box/package used for transport is marked separately. The label affixed to the box/package used for transport must bear at least the following details:
		1. names of the Goods;
		2. quantities and units of the Goods;
		3. weight/volume of packaging;
		4. Contract number;
		5. the Buyer’s contact details and delivery address.

# Delivery of Goods

* 1. The Goods are delivered by the Seller to the Buyer no later than 21 December 2024. The Seller delivers the Goods to the Buyer in full completeness all at once, partial delivery is permitted only with the Buyer's prior written consent.
	2. The Seller delivers the Goods at the Buyer's registered office at Endla 10a Tallinn, 10122. Together with the Goods, the Seller hands to the Buyer documentation accessory to the Goods (eg warranty documents, technical data, user manuals, licenses) in Estonian and/or English, on hard copy and/or in electronic form.
	3. In respect of the delivery of Goods, the Parties shall draw up an instrument of delivery and acceptance, which shall be signed by the contact persons of the Parties as indicated in clause 9. The said instrument must include at least the names, quantities and date of the delivery of the Goods.
	4. If the Goods do not comply with the terms of the Contract, the Buyer is not obliged to accept the Goods or sign the instrument of delivery and acceptance. In case of refusal to accept the Goods, the Buyer must provide the Seller with a written justification within 5 (five) business days from the delivery of the Goods to the buyer. As of receipt of the written justification, the Seller undertakes to eliminate the deficiencies within a reasonable period of time indicated by the Buyer in the written justification and arrange for the delivery of the Goods and related documentation in accordance with the Contract.
	5. If the Seller refuses to bring the defective or otherwise non-compliant Goods into compliance with the Contract, the Buyer has the right to reduce the purchase price of the Goods to the extent of the non-compliance, or to order the Goods to be brought into compliance from a third party at the Seller's expense.
	6. In case of returning non-compliant Goods to the Seller, the Buyer gives the Seller a reasonable period of time to deliver the new Goods.
	7. Ownership rights to the Goods pass from the Seller to the Buyer upon the instrument of delivery and acceptance being signed by both Parties. Until the transfer of possession of the Goods to the Buyer, the risk of accidental loss and damage is borne by the Seller.

# Warranty and complaint filing procedure

* 1. The Seller is responsible for carrying out warranty maintenance.
	2. The Seller confirms that the Goods comply with the requirements specified in the Contract, the annexes to the Contract and the legislation established in relation thereto, international standards and quality requirements.
	3. Upon occurrence of a warranty incident, the Buyer's contact person notifies the Seller's contact person about the incident, describing the nature of the failure and sending an error message by email. The Seller is obliged to identify the cause of the failure within 10 (ten) business days from the receipt of the error message and notify the Buyer's contact person by email with information on how and within what time period the failure will be eliminated. The Seller is obliged to eliminate the failure within 20 (twenty) business days from the detection of the failure, except in exceptional cases of a warranty incident of vast scope.
	4. The warranty extends to the mechanical, electronic and software parts of the Goods.
	5. The warranty applies to the Goods for at least 1 (one) year from the day following the day of signing the instrument of delivery and acceptance of the goods. The response time to failures is the business day following the submission of the error message (NBD).
	6. During the period of validity of the warranty, the following criteria are used to determine the non-compliance of the quality of the Goods:
		1. there are defects or errors in the material or workmanship of the Goods;
		2. the Goods are unfit for the purpose for which they are usually used.
	7. The Buyer has the right to file claims regarding the quality and deficiencies of the Goods during the validity of the warranty.
	8. If, during the period of validity of the warranty, a non-compliance or deficiency in the Goods is detected, the Seller is obliged to replace the Goods with compliant ones or eliminate the deficiencies of the Goods free of charge.
	9. The warranty does not apply to damage caused to the Goods by improper storage or use of the Goods.
	10. If during the validity of the warranty there is a need to deliver the Goods in the possession of the Seller, the manufacturer, or the person repairing the failure for repair or inspection, all related transportation costs will be borne by the Seller.
	11. If the Seller repairs the deficiencies of the Goods or exchanges non-compliant Goods free of charge during the warranty period, the warranty period specified in clause 6.5 will be applied to the repaired deficiency or replaced Goods as from the repairing of the deficiency or replacement of the Goods.

# Confidentiality and the processing of personal data

* 1. The Parties are obliged not to disclose confidential information concerning each other or obtained during the performance of the Contract during the validity of the Contract and for an indefinite period after the termination of the Contract. The Parties consider as confidential information any information given to each other, including trade secrets, intellectual property, personal data that is not generally available to third parties, as well as information they have received from third parties when the Party knows or should know that the information is confidential. In case of doubt, confidentiality of information is assumed.
	2. The Parties do not consider information disclosed prior to its provision to the other Party or disclosed independently of the Parties, unless the Party can prevent disclosure, as confidential information.
	3. The Parties undertake to use confidential information only during the validity of the Contract and in accordance with the provisions of the Contract.
	4. While handling personal data, the Parties act in accordance with the General Data Protection Regulation and the Personal Data Protection Act. Any data relating to an identified or identifiable natural person, irrespective of the form or format of such data are considered by the Parties as personal data. The Parties undertake to apply appropriate information security measures, including measures to ensure the security of personal data provided for in Article 32 of the General Data Protection Regulation, in order to ensure the protection of confidential information.

# Liability

* 1. Direct proprietary damage caused to the other Party by non-performance or improper performance of obligations under the Contract are compensated by the Party who caused the damage, at the demand of the other Party. The limitation of liability does not apply to compensation for damage caused intentionally or as a result of gross negligence.
	2. If the Seller does not deliver the Goods by the deadline set out in clause 5.1, the Buyer has the right to claim from the Seller contractual penalty at a rate of 0.25 (zero point twenty-five)% of the amount specified in clause 3.1 of the Contract for each delayed calendar day, but not more than 10 (ten)% of the amount specified in clause 3.1 per violation.
	3. In case of delay in the performance of financial obligations under the Contract, the Party has the right to claim default interest from the defaulting party at a rate of 0.15% per day of the amount not paid on time for each day of delay.
	4. If a Party is in breach of an obligation arising from clause 6 and/or 7 of the Contract, the other Party has the right to claim from that Party a contractual penalty of 5,000 euros for each breach.
	5. If the Seller is in breach of other obligations under the Contract, the Buyer has the right to file a claim for elimination of the breach, giving the Seller a reasonable period of time to eliminate the breach. If the Seller does not eliminate the breach and the consequences thereof within the period given by the Buyer, the Buyer has the right to claim from the Seller a contractual penalty at a rate of up to 5 (five)% of the amount specified in clause 3.1 per each breach.
	6. Claiming of contractual penalty does not exclude the Buyer's right to use other legal remedies provided for by law. The Buyer has the right, among other things, to demand from the Seller the performance of the Contract and/or compensation for damage that was not covered by the contractual penalty. Payment of the contractual penalty and compensation for damages do not exempt the Seller from further performance of their contractual obligations.
	7. A contractual penalty claim or a notice of intention to file a contractual penalty claim must be submitted within 2 weeks of the discovery of the breach of the obligation. Contractual penalties and penalties for late payment must be paid within 14 days of receipt of the corresponding claim.

# Contact persons of the parties and exchange of information

* 1. The Buyer's contact person in contract-related matters, who additionally has the right to sign the instruments of delivery and acceptance, is: Erko Kulu, phone: +372 6672120, email: Erko.Kulu@ttja.ee.
	2. The Seller's contact person in contract-related matters, who additionally has the right to sign the instruments of delivery and acceptance, is: Margo Fingling, phone +372 56904423, email: margo.fingling@rohde-schwarz.com.
	3. Notices of informative nature can be communicated by telephone. If the notice or the transmission of the notice has legal consequences, the notice must be transmitted in writing to the postal address specified in the Contract or to the email address specified in the Contract. Notices with legal consequences must be signed by the representative of the Party giving notice.
	4. The Party is obliged to respond to the received notice to which a response is expected, within 3 business days from the date of sending, unless the notice provides for a longer response time.
	5. A Party’s notice is deemed to have been received by the other Party:
		1. on the same day if the notice has been sent electronically to the email address of the contact person before 16:00 on a business day;
		2. on the next business day, if the notice is sent electronically to the email address of the contact person after 16:00 on a business day;
		3. after five calendar days from the date of posting of the registered letter, if the notice is sent by registered letter to the address indicated in the Contract.

# Entry into force, amendment and termination of the contract

* 1. The Contract enters into force on the date of its signing by the last Party and remains in force until the proper performance of contractual obligations by the Parties or the premature termination of the contract.
	2. The Contract may be amended only by written agreement of the Parties and the amendments are formalised as annexes to the Contract. Amendments enter into force upon signing by the last Party or on the date specified by the Parties in the amendment. Upon amending the Contract, the Parties must comply with the conditions set out in § 123 of the Public Procurement Act.
	3. Any change in the contact details of the Parties must be notified to the other Party within a reasonable period of time. Changes to contact details are not deemed to constitute an amendment of the Contract within the meaning of clause 10.2.
	4. The Buyer has the right to cancel the Contract extraordinarily without prior notice if the Seller:
		1. has been in delay with the delivery of the Goods for more than 10 (ten) calendar days from the deadline indicated in clause 5.1;
		2. the Goods do not comply with the terms of the Contract and the Seller has not brought the Goods into compliance with the terms of the Contract in accordance with the procedure set out in clause 5.4.
	5. The Seller has the right to cancel the Contract extraordinarily without prior notice if the Buyer:
		1. delays payment of the Contract price payable to the Seller by more than 30 (thirty) calendar days.
	6. The Contract is deemed to have been terminated without prior notice if:
		1. the Seller has been declared bankrupt or is subject to other activities aimed at the dissolution of the activities of the company;
		2. the Seller merges, divides or is transformed and the Buyer does not agree to continue the contractual relationship with the Seller's successor;
		3. there is a basis specified in § 124 of the Public Procurement Act.

# Final provisions

* 1. This Contract shall be signed in two identical copies having equal legal force and each Party receives a copy.
	2. The Parties may not transfer the rights and obligations under the Contract to a third party without the prior written consent of the other Party.
	3. Disputes arising from the Contract are resolved through negotiations. If no agreement is reached, disputes will be resolved pursuant to the procedure as set out in the legislation of the Republic of Estonia.
	4. In matters not regulated by the Contract, the Parties adhere to the legislation of the Republic of Estonia.
	5. The representatives of the parties declare that they have all the rights and sufficient powers to conclude the Contract on behalf of the represented party in accordance with the legislation and that they are not, to the best of their knowledge, prevented from fulfilling their obligations undertaken with and set out in the Contract.
	6. The content of this Contract is public information.

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| **Buyer:****Consumer Protection and****Technical Regulatory Authority**Registry code 70003218Endla 10a,10122 TallinnEstonia(signature and date)Kristi TalvingDirector General | **Seller:****Rohde & Schwarz Danmark A/S**Registry code DK13701806Lyskær 3D-1,Herlev, 2730Denmark(signature and date)Niels FrandsenManaging Director |