

PUBLIC CONTRACT

Tallinn

17.10.2024 nr 2-2/24/976

Estonian Defence Forces (registry code 70008641, address Juhkentali tn 58, 15007 Tallinn), represented by Ivar Janson, Head of Procurement Department of the Estonian Centre for Defence Investments, hereinafter referred to as the **buyer**

and

UAB "Stega" (registry code 301177572, address Laisvės g. 17, Mažeikiai, 89222 Mažeikių r. sav, Lithuania), represented by Artūras Šlaustas pursuant to statutes, hereinafter referred to as the **seller**

referred to separately as the party and jointly as the parties, have entered into the following public contract (hereinafter also referred to as the **contract**).

1. Basis and object of the contract

- 1.1. This public contract has been concluded based on the documents of the dynamic purchasing system 'Deicers' (reference number 280448) and the tender submitted by the seller in the related procurement 'Aircraft de-icing fluids (category 1)' (reference number 283586).
- 1.2. The object of the contract shall be the purchase of **aircraft de-icing fluids** with transport to the locations of the buyer (hereafter referred to as the **goods**), described in the technical specification of the related procurement (Annex 2).
- 1.3. The contract shall be executed on the basis of purchase orders submitted by the buyer, in which the buyer specifies the quantity, delivery time and place of the goods to be purchased, contact persons, etc.
- 1.4. All general terms and conditions of the public contract (Annex 1) shall apply to the contract, unless otherwise specified in this contract or its annexes.

2. Price and quantity of the goods

- 2.1. The expected maximum value of the contract is **100 000,00 euros**, plus VAT in cases provided by law.
- 2.2. The estimated annual quantities are as follows:
 - 2.2.1. First year from the entry into force of the contract: 2000 litres – 5000 litres;
 - 2.2.2. Second year from the entry into force of the contract: 10 000 litres – 20 000 litres.
 - 2.2.3. Annual quantities stated in the clauses 2.2.1 and 2.2.2 are informative. Purchase orders are submitted as needed and the contract does not oblige the buyer to make purchase orders in this volume.
- 2.3. The unit prices of goods offered in the related procurement (Annex 3) are fixed in the contract for a minimum of 12 (twelve) months and includes all costs necessary for selling the goods, including transport to the locations of the buyer. The price of goods is calculated in euros.
- 2.4. After 12 (twelve) months have passed, the parties have the right to submit a reasoned application once per calendar year for the adjustment of the unit price fixed in the contract. If no application is submitted, the contract will continue to be performed at the prices set out therein.

- 2.4.1. The seller has the right to submit a reasoned price change application to the buyer once after 12 (twelve) months have passed, only to the extent of the change in the producer price index of industrial output published by Statistics Estonia in the previous 12 (twelve) months, but no more than a 10% in the case of increase in prices. The buyer is also entitled to submit a unilateral declaration of intent to lower prices if the change in the producer price index of industrial output published by Statistics Estonia is negative.
- 2.4.2. If there is a need to change the prices, a reasoned application must be submitted (e.g. changes in legislation, political decisions or a significant change in the market price of a commodity (shortage of raw materials affecting the whole market, supply difficulties, increase in prices affecting the price of the commodity, etc.). The buyer has the right to assess the justification of the change, including asking comparative offers from the market and asking the seller for evidence of the reasons for the price increase. The buyer does not agree to a price increase if it turns out that it is not justified or if the buyer does not have the financial resources to perform the contract with the changed prices. If the price is recognised as justified, an annex to the contract will be drawn up regarding the new prices.
- 2.4.3. If the buyer and the seller do not reach an agreement on changing prices, the buyer reopens a new related procurement between the candidates included in the dynamic purchasing system for the category 1 'Aircraft de-icing fluids'.

3. Warranty obligation

- 3.1. With the public contract, the seller grants a warranty on the goods as follows:
 - 3.1.1. The seller grants warranty for the goods delivered in bulk containers, expiry to at least the period marked for the patch or 12 (twelve) months from the date of acceptance at the buyer's location, whichever is longer.
 - 3.1.2. The seller grants warranty for the products delivered in bulk, conformity to requirements to at least 6 (six) months from the date of acceptance at the buyer's location.

4. Contact persons

- 4.1. The contact person of the buyer for contractual matters is the corresponding category manager of Estonian Centre for Defence Investments, who at the time of the conclusion of this contract is Kristo Raud (phone number +372 5388 3440, e-mail kristo.raud@ecdi.ee).
- 4.2. The contact persons of the buyer for matters related to the performance of the contract are Billy Holtz (phone number +372 5307 1235, e-mail Billy.Holtz@mil.ee) and Joosep Roots (phone number +372 5484 0867, e-mail Joosep.Roots@mil.ee).
- 4.3. The contact person of the seller for contractual matters is Artūras Šlaustas (phone number +370 6860 6632, email arturas@stega.lt) and the contact persons for matters related to the performance of the contract are Tomas Kryževičius (phone +370 6123 0036, e-mail tomas@stega.lt) and Živilė Taurinskienė (phone +370 6807 7234, e-mail info@stega.lt).

5. Final provisions

- 5.1. The public contract will enter into force upon forwarding of the contract signed by the buyer to the sellers's e-mail address.
- 5.2. The contract has been concluded as a contract for successive performance. The term of the contract shall be 24 months from the entry into force thereof.
- 5.3. Hierarchy of documents: technical specification of the related procurement (Annex 2), public contract, general terms and conditions of the public contract (Annex 1).
- 5.4. The contract is drawn up in one copy and signed digitally.

6. Annexes

- 6.1. Annex 1. General terms and conditions of the public contract.
- 6.2. Annex 2. Technical specification.
- 6.3. Annex 3. Extract from the tender.
- 6.4. Annex 4. Security conditions.

Buyer

Estonian Defence Forces
Registry code 70008641
Juhkentali 58, 15007 Tallinn
e-mail: mil@mil.ee

(signed digitally)

Ivar Janson
Head of Procurement Department

Seller

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Artūras Šlaustas
Director