

SALES CONTRACT no. 6-27/2022/100

1.12.2022

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 one side,

and the State Forest Management Centre (hereinafter the **Buyer**), 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, on the other,

hereinafter severally referred to as a/the **Party** and jointly as the **Parties**,

have concluded this **Contract** arising from procurement 1-47/2674 „Purchase of consumables for glue and sand for coating and drying system for pine plants” (reference number 257086) on the following:

1. Subject matter

The Seller sells and the Buyer buys 9000 liters of glue (Hydrofix) at a price of 11,8 euros per liter and 24,000 kg of sand at a price of 0.144 euros per kg (hereinafter the **Goods**), which the Seller undertakes to hand over to the Buyer within fourteen days of signing this contract.

2. Purchase price

The Seller sells and the Buyer buys the Goods for 109 656, one hundred nine thousand six hundred fifty six, euros (Without VAT).

3. Invoicing

3.1. 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.

3.2. An invoice is issued on the basis of a signed statement of receipt of the Goods.

4. Seller's warranties

The Seller warrants that the Goods are in accordance with the terms and conditions of the Contract and third parties do not have any claims or rights to the Goods.

5. Delivery and receipt of the Goods

5.1. The delivery and receipt of the Goods is recorded in a statement signed by both Parties.

5.2. The Goods are deemed as delivered to the Buyer as of the moment when the Buyer's representative has approved the receipt of the Goods with their signature.



- 5.3. The risk of the accidental destruction and damage of the Goods will transfer to the Buyer upon the delivery of the Goods.

6. Sanctions

- 6.1. The Parties are liable for the non-performance or undue performance of their contractual obligations, including for a delay in performing the obligations.
- 6.2. In the event of failure to pay for the Goods by the due date, the Buyer is required to pay the Seller late interest at the rate of 0.15% of the purchase price of the Goods per each day of delay.
- 6.3. If the Seller fails to deliver the Goods by the prescribed time, the Seller must pay the Buyer a contractual penalty at the rate of 0.15% of the purchase price per each day of delay.

7. Final provisions

- 7.1. Amendments, modifications and corrections to the Contract are effective only where made in writing and signed by the authorised persons.
- 7.2. Disputes and disagreements arising from the performance of the Contract are resolved by way of negotiations between the Parties. Failing agreement, the disputes are resolved in accordance with the procedure provided by law.
- 7.3. The Contract enters into force as of its signature and remains in force until both Parties have performed their contractual obligations.

Parties' details and signatures

Seller

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Andreas Berner

Buyer

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E-mail rmk@rmk.ee



Tõnu Reim