



REPUBLIC OF ESTONIA  
CENTRE FOR  
DEFENCE INVESTMENTS

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11.....02.2026 No 2-14/26/.....560

Contractual Penalty Claim (Procurement  
Contract no 2-2/25/341-2)

Dear Mrs Susana Herrero

The Estonian Centre for Defence Investments, the Estonian Defence Forces (hereinafter **Buyer**) and Prosac Productos SL (hereinafter **Seller**) concluded on 31.05.2022 the **Framework Agreement no 2-2/22/341-1** for the purchase of wire obstacles, razor wire fixing poles and fixing anchors. On 16.09.2025, as a result of the mini-competition "**Traattõkked ja kinnituselemendid**" Lot 2 (reference number 297615), **Procurement Contract no. 2-2/25/341-2** was concluded for the purchase of fixing stakes, fixing anchors, and binding wire (hereinafter **Goods**).

Pursuant to Clause 1.4 of the Procurement Contract, the delivery time of the Goods is not more than 10 weeks after signing of the Contract. According to that the delivery deadline was no later than **25 November 2025** (in Contractual Penalty Notice (Procurement Contract no 2-2/25/341-2) no 2-14/25/5742 Buyer mistakenly stated that the delivery deadline was no later than 30 October 2025).

The Seller notified the Buyer that, due to delivery problems, the delivery time of the Goods would be extended and that the Goods would be delivered to the Buyer no later than **29 December 2025**.

On 15 December 2025 the Buyer sent to the Seller contractual penalty notice no 2-14/25/5742 where the buyer stated that the Buyer exercises its right to a contractual penalty under Clause 3.14 of the Framework Agreement, that is 0.25% of the cost of the delayed Goods for each day of the delay. As the deadline for the delivery of the Goods was no later than 25 November 2025, the Buyer exercises its right to a contractual penalty under Clause 3.14 of the Framework Agreement from 26 November 2025 until the Goods have been delivered to the Buyer. The contractual penalty will be 0.25% of the cost of the delayed Goods for each day of the delay. After delivery of the Goods, the Buyer deducts the amount of the contractual penalty claim submitted by the Buyer from the cost payable to the Seller under the Procurement Contract.

The final delivery took place on **27 January 2026**. On 29 January 2026, a notification and photos were sent to the Seller by email regarding non-compliance in the packaging and labelling of the products. Most of the foundation pile packages were missing a base, the packages lacked labelling, and the Goods were not secured in the containers, resulting in the Goods tipping over and the package fastenings breaking. In

addition, as of 3 February 2026, it has been identified that two (2) piles are bent.

As the delivery was delayed, the Buyer had already given the Seller one additional deadline, the Buyer implement its right to a contractual penalty from 26 November 2025 to 26 January 2026, which amounts to **35 418,74 euros** (0.25% of the cost of the delayed Goods for each day of the delay).

The Buyer deducts the amount of the contractual penalty claim submitted by the Buyer from the cost payable to the Seller under the Procurement Contract.

Respectfully,



Tiaana Kalda  
Head of Procurement Department