

**SALES CONTRACT**  
**No 9-1/24-28**

*Date in digital signature*

The contract is concluded as a result of a public procurement organised by the Geological Survey of Estonia.

Title of the public procurement: **‘Purchasing a portable spectrometer’ (hereinafter ‘the public procurement’)**

Public procurement reference number: 273148

**The parties to this sales contract (hereinafter ‘the contract’) are:**

**LLC Armgate**, registry code 50003208531, seat Mārupe district, Mārupe, Liliju iela 20, LV-2167, (hereinafter **‘the seller’** or **‘party’**, together with the buyer the **‘parties’** ), represented under the statutes by Member of the Board Vineta Zilgalve

and

**the Geological Survey of Estonia**, registry code 77000387, seat Lääne-Viru maakond, Rakvere linn, FR Kreutzwaldi tn 5, 44314 (hereinafter **‘buyer’** or **‘party’**, together with the seller the **‘parties’**), represented under the statutes by Director Sirli Sipp Kulli.

## **1. OBJECT OF THE CONTRACT, GENERAL PROVISIONS**

1.1. The object of the contract is the sale of a handheld laser-induced breakdown spectrometer (hereinafter the **‘item’**) to the buyer, according to the scope and terms set out in the contract, as well as the work and operations related to and arising from the said sale (including the item’s delivery and transportation to the location specified by the buyer, setup, training of use) until the delivery of the item at a place designated by the buyer and until the final acceptance of the item by the buyer, as well as operations during the warranty period (hereinafter **‘sale’**).

1.2. The seller undertakes to deliver the item to the location specified by the buyer and to conduct training in accordance with the provisions of the contract.

1.3. The contract documents consist of the contract, annexes to the contract and amendments to the contract. In the context of the contract, the term **‘contract’** means all documents of the contract. The contract includes the following annexes:

1.3.1. Annex 1 – Technical specification of the public procurement **‘Purchasing a portable spectrometer’**, including the clarifications provided by the buyer during the public procurement.

1.3.2. Annex 2 – The tender with all its annexes submitted by the seller in the public procurement **‘Purchasing a portable spectrometer’**.

1.3.3. Other documents stipulated in the contract.

1.4. The rights and obligations of the parties are based on the contract with its annexes, laws, regulations and standards in force in the Republic of Estonia and other technical documents regarding the supplies. Within the framework of the contract, the term **‘contract’** includes all documents listed above, unless specified otherwise in a specific provision.

1.5. The parties warrant and declare that by entering into the contract, they have not violated any provision of the law, statute, or other normative act applicable to them, or any of the obligations assumed by them under previously concluded contracts and agreements.

## **2. OBLIGATIONS AND RIGHTS OF THE SELLER**

### **The seller is obliged to:**

2.1. sell and deliver the item to the buyer in accordance with the contract;

2.2. ensure the quality of the item and compliance with the terms of the contract;

2.3. ensure high-quality preservation of the item during transportation and, if required, secure the item during transportation;

2.4. fully compensate for the damages caused to the buyer and third parties by their actions or inactions. In the event of disputes, the causes of the damage will be identified by an independent expert jointly accepted by the parties;

2.5. carry out work to ensure the usability of the item to fulfil all the functions required in the technical specification;

2.6. deliver the item to the place specified by the buyer without additional costs to the buyer, coordinating the delivery time of the item to the buyer with the buyer at least three (3) business days before the delivery of the item;

2.7. upon delivery of the item, provide the buyer with all documents necessary for the proper use of the item (including user and maintenance manuals) electronically in Estonian or English;

2.8. ensure the compliance of the item with the technical specification of the public procurement. Upon non-conformity of the item with the terms set out in the contract, eliminate at the buyer's request and at its own expense the deficiencies within the time limits specified by the buyer, by, if necessary, supplying the buyer with additional parts of the undersupplied item, exchanging the item that does not conform with the terms set out in the contract for a proper item, or compensate the buyer for the costs incurred to ensure the item's conformity. The buyer files to the seller a complaint regarding the item's non-conformity immediately, but no later than within five (5) business days after their discovery and before the expiry of the warranty period;

2.9. notify the buyer in writing immediately, but no later than within three (3) business days from the occurrence of the relevant circumstances, of the need to not meet delivery deadlines or other circumstances that prevent the performance of contractual obligations. If the seller does not notify the buyer immediately of the aforementioned circumstances, the seller has no right to require the buyer to amend the terms of the contract. The buyer has the right not to accept the seller's proposals or other circumstances notified or not notified by the seller as the seller's justification for not adhering to the terms of the contract;

2.10. After delivery of the item, the seller undertakes to ensure the availability and delivery of spare parts to the buyer within the warranty period specified in the technical specification.

### **The seller has the right to:**

2.11. receive remuneration for the item from the buyer in accordance with the terms and procedures set out in the contract;

2.12. use legal remedies (including withdrawing from or cancelling the contract) as well as claim contractual penalties in the cases set out in the contract, if the buyer does not comply with the terms set out in the contract, its annexes or other documents attached to the contract, including if the buyer does not perform or performs improperly other obligations assumed under the contract.

### **3. OBLIGATIONS AND RIGHTS OF THE BUYER**

#### **The buyer is obliged to:**

3.1. if necessary, hand over to the seller upon signing the contract and in the future the documents and authorisations necessary for the performance of the seller's obligations set out in the contract. The seller is thereby obliged to notify the buyer in writing of the corresponding need at least five (5) business days in advance;

3.2. pay for the item in accordance with the terms and procedures set out in the contract;

3.3. ensure entrance to the buyer's territory for the delivery of the item.

#### **The buyer has the right to:**

3.4. in the case of delivery of the item that does not conform with the terms set out in the contract, delay payment for the entire delivered item until the seller fulfils its obligations in accordance with clause 2.8 of the contract. If the seller does not ensure the item's conformity with the terms set out in the contract within the time limit specified by the buyer, the buyer has the right to refuse payment for the item and to require the seller to remove the item from the buyer's territory within the time limit specified by the buyer and, at the buyer's discretion, to continue the performance of the contract or exercise the rights set out in clause 3.5 of the contract. In the event of non-fulfilment of the buyer's aforementioned requirement by the seller, the buyer has the right to sell, destroy, or use the remaining item without paying any additional remuneration to the seller.

3.5. use legal remedies (including withdrawing from or cancelling the contract) as well as claim contractual penalties in the cases set out in the contract, if the seller does not comply with the time limits, quality requirements, values and prices set out in the contract, its annexes or other documents attached to the contract, including if the seller does not perform or performs improperly other obligations assumed under the contract.

3.6. transfer its rights and obligations arising from the contract to a third party, primarily to the Republic of Estonia, without the consent of the seller. With the transfer of the contract, it is deemed that all rights and obligations arising from the contract have been transferred to the transferee of the contract. The buyer undertakes to notify the seller about the transfer within 3 (three) business days after signing the transfer of the contract.

### **4. TIME LIMITS AND DEADLINES**

The time limit for the performance of the contract is three (3) months from the conclusion of the contract, by the end of which the item corresponding to the terms of the contract (including

documentation) must be delivered to the buyer, the setting performed, and the training completed.

## **5. PURCHASE PRICE OF THE ITEM. PAYMENT PROCEDURE**

5.1. The contract price (hereinafter 'contract price') is **51 935 (fifty one thousand nine hundred thirty five)** euros, plus VAT at the rate set out by legislation.

5.2. The price specified in clause 5.1 of the contract includes the item's purchase price and costs related to its delivery and related training, as well as all costs incurred by the seller and possible subcontractors incurred for the sale of the item (including its proper commissioning) within the framework of the contract. The contract price is not dependent on inflation or other factors, and therefore, is not subject to adjustment during the validity period of the contract.

5.3. The buyer's payment schedule is as follows:

5.3.1. No advance payment is made.

5.3.2. 100% of the contract value will be paid within 30 (thirty) calendar days after the delivery and the setting up of the item and conducting the user training and the presentation of the relevant invoice to the buyer, with the seller receiving the right to submit the invoice after the acceptance of the instrument of delivery and acceptance by the buyer. The invoice is submitted as an e-invoice (via Fitek, Unifiedpost AS) or by email.

## **6. PARTIES' REPRESENTATIVES AND COMMUNICATION CHANNELS**

6.1. The seller is represented by:

6.1.1. In contract-related matters by: Jānis Straumēns, phone: +371 29209828, email: [janis@armgate.lv](mailto:janis@armgate.lv)

6.1.2. In technical matters by: Jānis Straumēns, phone: +371 29209828, email: [janis@armgate.lv](mailto:janis@armgate.lv)

6.2. The buyer is represented by:

6.2.1. In contract-related matters by: Tiit Kaasik, phone: +372 5190 8839, email: [Tiit.Kaasik@egt.ee](mailto:Tiit.Kaasik@egt.ee);

6.2.2. In technical matters by: Johannes Vind, phone: +372 5204 788, email: [Johannes.Vind@egt.ee](mailto:Johannes.Vind@egt.ee).

## **7. FORCE MAJEURE**

7.1. The parties are released from performing their obligations arising from and in connection with the contract, in whole or in part, if the performance is prevented by force majeure, where the parties are obliged to take all measures to prevent damage to the other party and to ensure the performance of the contract to the greatest extent possible. In this case, the seller is entitled to exceed the contract price only in agreement with the buyer. The existence of force majeure must be proven by the party who wishes to rely on such circumstances as a basis for being released from the liability under the law and/or the contract for non-performance or improper performance of their obligations under the contract.

7.2. In the event of force majeure, the other party must be informed in writing without delay.

7.3. In the event of force majeure, the final deadline for the sale and all intermediate deadlines will be extended by the period of the occurrence of the relevant circumstances. In the event of force majeure lasting more than 3 (three) calendar months, the parties have the right to withdraw from or cancel the contract.

## **8. WARRANTY. SECURITIES**

8.1. The seller provides a sales warranty for the item sold by them, the duration of which is specified in the technical specification attached to the contract. The period of the said warranty starts from the signing of the instrument of delivery and acceptance of the item by the buyer in accordance with clause 10.2 of the contract. The warranty includes repair and the provision of a replacement product for the duration of the warranty repair. By providing a warranty, product compliance with the terms of the contract is ensured without applying additional fees.

8.2. The item's non-conformities with the contract that appeared or arose during the warranty period will be eliminated by the seller at their own expense as soon as possible after their discovery. The time limit for elimination is agreed upon by the parties in a mutually signed report no later than within three (3) business days after notifying the seller. Depending on the nature and complexity of the non-conformity, the seller undertakes to eliminate the non-conformity within ten days at the latest. If the seller refuses to sign the aforementioned report or does not eliminate the aforementioned non-conformities in a timely manner, the buyer has the right to eliminate the non-conformities on its own, and the seller is obliged to compensate the buyer for all costs related to the elimination of said non-conformities according to the invoice(s) submitted by the buyer.

8.3. After the end of the respective warranty period, the parties have the right to submit complaints against each other within the respective statute of limitations set for court claims.

## **9. LIABILITY OF THE PARTIES**

9.1. The seller is liable for the damage caused to the buyer by non-performance or improper performance of the contract, and the seller is also obliged to compensate the buyer for the expenses incurred by the buyer in connection with the seller's breach of the contract. The buyer is liable for the breach of the contract and is obliged to compensate the seller for the damage caused by the breach of the contract and the expenses incurred by the seller in connection with the buyer's breach of the contract.

9.2. The seller has the right to claim from the buyer interest for late payment of zero point one (0.1) percent of the overdue amount (excluding VAT) for each day of delay (on the basis of the submitted invoice) in case of late payment of the invoice. Payment is deemed to have been made by the corresponding transfer on the part of the buyer.

9.3. The buyer has the right to claim from the seller contractual penalty of zero point one (0.1) percent of the contract value for each day that the deadline for performance of an obligation set out in the contract was exceeded by the seller or under the seller's instruction.

9.4. The seller pays the buyer a contractual penalty of three hundred euros for each repeated inspection of the item that did not comply with the terms of the contract.

9.5. If the seller violates the confidentiality obligation set out in clause 14.3 of this contract, the buyer has the right to claim a contractual penalty in the amount of 3,000 (three thousand) euros

for each violation. The buyer has the right to set off the contractual penalty against the invoice to be paid by the buyer to the seller.

## **10. DELIVERY AND ACCEPTANCE**

10.1. The delivery and acceptance of the item takes place at the time and place specified by the buyer.

10.2. To deliver the item and other operations related to the sale to the buyer, the seller presents the buyer with an instrument of delivery and acceptance signed by its representative, which the buyer reviews and returns to the seller signed by its representative no later than on the fifth (5) day after receiving the instrument from the seller; in case of refusal to accept, the buyer submits to the seller a motivated decision on the refusal to accept in writing within the same time period.

10.3. The risk of accidental destruction of or damage to the item is transferred from the seller to the buyer upon final acceptance of the item by the buyer in accordance with clause 10.2 of the contract.

10.4. If there are incomplete works, the seller bears the risk of accidental destruction of or damage to incomplete works until acceptance of the incomplete works by the buyer in accordance with the clause 10.2 of the contract.

## **11. TRANSFER OF RIGHT OF OWNERSHIP**

Right of ownership to the item and the risk of accidental destruction will pass from the seller to the buyer from the moment of signing the final instrument of delivery and acceptance of the item by the buyer.

## **12. WITHDRAWAL FROM AND CANCELLATION OF THE CONTRACT**

12.1. The parties have the right to terminate the contract or withdraw from it if a bankruptcy petition is filed against the other party, if bankruptcy is declared against the other party, as well as in other cases provided for in the contract and laws. The party that has cancelled or withdrawn from the contract has the right to demand from the other party compensation for expenses and damages incurred in connection with the performance of the contract.

12.2. In the event of a material breach of the contract in the form of failure to fulfil or improper fulfilment of the obligations set out in the contract, the buyer will have the right to terminate the contract extraordinarily and unilaterally by informing the seller thereof in writing. A breach of contract may be deemed a material breach primarily in the circumstances described in subsection 2 of § 116 of the Law of Obligations Act:

12.2.1. the seller does not deliver the item to the buyer by the deadline specified in the contract and, if applicable, by the additional deadline specified by the buyer,

12.2.2. the seller does not conduct training for the use of the item,

12.2.3. breach of the seller's obligations gives the buyer a reasonable cause to expect that the seller will not fulfil its obligations also in the future.

12.3. The parties have the right to withdraw from or cancel the contract if the other party delays the performance of the obligations set out in the contract for more than one (1) month.

## **13. TRANSFER OF CLAIMS AND OBLIGATIONS, NOTICES**

13.1. The parties have the right to transfer claims and obligations arising from and related to the contract to third parties only with the prior written consent of the other party. With regard to improperly transferred claims and obligations, the party that transferred the claims and/or obligations remains liable to the other party.

13.2. All notices between the parties regarding the performance of the contract are submitted to the other party in writing at the addresses specified by the parties in chapter 6 of the contract or at any other address that one party has notified the other party about in writing.

13.3. All notices between the parties are deemed to have been delivered upon registered delivery of a letter or email or delivery against a signature by the other party.

13.4. The Parties undertake to notify the other party of any changes in the addresses of the parties immediately, but no later than within five (5) business days from the occurrence of the respective changes.

## **14. FINAL PROVISIONS**

14.1. The contract enters into force from the moment of its signing by the representatives of the parties and is valid until the parties have properly fulfilled their obligations under the contract.

14.2. The contract is confidential, with the exception of the provisions that are subject to publication in the Estonian Public Procurement Register pursuant to the Public Procurement Act.

14.3. Neither the contract nor the information obtained in the course of the performance of the contract may be disclosed to third parties without the seller's consent, except where this is mandatory for the party under legislation. By way of exception, the parties have the right to disclose the information to financiers, advisers (incl. auditors), and companies belonging to the group, if this is necessary for the proper and effective performance of the contract and if the party imposes the same prohibition of disclosure on those persons. The seller does not engage in any public relations and does not make any announcements to the press, electronic media, the general public or other audiences in connection with the contract, except with the prior written consent of the buyer. Only notices that have been agreed with the buyer in advance may be published.

14.4. The provision set out in clause 14.3 of the contract retains its legal force for a period of three (3) calendar years from the cessation or termination of the contract.

14.5. The headings and terms in the contract are intended to convey the content of the provisions. In the event of a contradiction between a term and the content or the title and the content, content will apply.

14.6. The contract is amended only under a written agreement (including an agreement reproducible in writing), which is drawn up as an annex to the contract. Regardless of the above, the buyer has the right to unilaterally amend the documentation that forms the basis of the sale of the item by communicating the amendments to the seller without delay. If the seller finds that the amendments made are such that the seller is unable or the seller does not wish to continue the performance of the contract under the current terms, the seller must notify the buyer thereof in writing no later than within three (3) business days from the receipt of the corresponding amendment, submitting one's own specific proposals for amendment and supplementation of the contract, otherwise the seller is obliged to perform the contract

according to the existing time limits and remuneration. Upon acceptance of the proposals, the parties will draw up a corresponding annex to the contract, in case of non-acceptance, either party has the right to cancel the contract.

14.7. The parties undertake to take all appropriate measures to resolve all disputes arising from the contract through negotiations, without harming the other party's legal rights and interests arising from the contract. In the event of failure to reach an agreement, all disputes arising from the contract will be settled in an Estonian court on the basis of laws.

14.8. The parties process the personal data of the representatives of the other party and other persons involved in the performance of the contract without the specific consent of the said persons for the purpose of the performance of the contract concluded between the parties, in the legitimate interests of the parties, or on other legal grounds. In processing personal data, the parties adhere to the legislation and the personal data processing policies established in their organisation.

## 15. DETAILS OF THE PARTIES

<p>Seller:</p> <p>LLC Armgate</p> <p>Mārupe district, Mārupe, Liližu iela 20, LV-2167</p> <p>Registry code 50003208531</p> <p>Phone: +371 67976780</p> <p>Email: <a href="mailto:armgate@armgate.lv">armgate@armgate.lv</a></p> <p>Vineta Zilgalve</p> <p>Member of the management board</p> <p>signature / signed digitally /</p>	<p>Buyer:</p> <p>Geological Survey of Estonia</p> <p>F. R. Kreutzwaldi 5, 44314 Rakvere</p> <p>Registry code 77000387</p> <p>Phone: +372 630 2333</p> <p>Email: <a href="mailto:info@egt.ee">info@egt.ee</a></p> <p>Sirli Sipp Kulli</p> <p>Director</p> <p>signature / signed digitally /</p>
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