

SALES CONTRACT No. 6-27/2023/26

May 9th, 2023

State Forest Management Centre (hereinafter RMK), represented on the basis of the RMK Põlula Fish Rearing Division statute approved by the management board's 26.03.2019 decision No 1-32/43 by Head of Põlula fish rearing division, Mr Kunnar Klaas, hereinafter referred to as the **Buyer**, on one side,

and **LINN Gerätebau GmbH**, represented by General Manager, Mr Ulrich Bischopink, hereinafter referred to as the **Seller**, on the other side,

hereinafter in this Contract referred to as the **Party** or jointly as the **Parties**,

have entered into this Contract of the multiple bids procedure as follows:

1. Object of the Contract

- 1.1. Under the contract the Buyer shall buy and Seller shall sell and deliver ten (10) Profi Feeder Automatic (10 kg - 12 V - complete with lid and feeding timer, 10m cable), twenty (20) Profi Feeder Automatic (20 kg - 12 V - complete with lid and feeding timer, 10m cable) and functional part Profi Feeder Automatic (12 V, motor part + feeding clock, including 10m cable) (hereinafter the Equipment) on the terms and conditions and pursuant to the procedure agreed in the Contract.
- 1.2. The Buyer provides the following information to the Seller for the delivery: delivery location at RMK Põlula kalakasvatustalitus, Lavi küla, Vinni vald, 46705 Lääne-Virumaa, ESTONIA.
- 1.3. The Buyer shall be entitled to check the progress of the delivery of the Equipment on a current basis. The Seller shall promptly inform the Buyer of any problems encountered in the course of the delivery of the Equipment and request from the Buyer instructions and information.
- 1.4. The Buyer shall appoint its representative to advise on the delivery of the Equipment, furnish the information required by the Seller and inspect the quality of the Equipment. The Buyer's representative is Mr Marten Ojang, Fish Farming Specialist of the Põlula fish rearing division (e-mail: Marten.Ojang@rmk.ee, phone: +372 5347 7803).
- 1.5. The Seller's representative is Mr Ulrich Bischopink, General Manager (e-mail: info@linn.eu, phone: +49 2725 220 210).
- 1.6. The Equipment will be bought with the support of the EU's framework funding programme for the environment and climate change. Project name "Bringing back the extinct sturgeon into the North-Eastern Baltic Sea" (LIFE21-NAT-EE-LIFE Baltic Sturgeon) and no 101074368.

2. Delivery and acceptance of the Equipment

- 2.1. The Seller shall deliver the Equipment to the Buyer in one batch, which shall be delivered by 31st July 2023 at the latest.
 - 2.1.1. The Parties acknowledge that disruptions related to the COVID-19 virus continue to evolve. In this context, local and national authorities have adopted (or may adopt in the future) restrictive measures or have recommended (or may recommend in the future) measures that may impact the provision of the Services. The Parties will endeavour in good faith to limit the impact of such measures on the performance of their obligations under this Agreement, including but not limited to deadlines, and agree to inform each other about the possible impact on contractual obligations (if applicable).
 - 2.1.2. Notwithstanding anything to the contrary within the Agreement, the Parties acknowledge that deviations from the agreed-upon deadlines for their obligations under the Agreement may be required due to the effect of the restrictions on their activities in which case the affected Party will not be liable for the effects caused by such delay, and the applicable deadlines will be deferred

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accordingly. The affected Party will inform the other Party as soon as possible, should such a situation occur.

- 2.2. Buyer shall inspect the delivery damages in unloading the equipment, and if needed write marks to CMR and send immediately the copy of CMR to Seller by e-mail. Upon the delivery of the Equipment, the Buyer shall inspect the Equipment according to the order.
- 2.3. Upon acceptance of the Equipment, the Parties shall formalize an act of delivery and acceptance of the Equipment signed by the representative of the Parties.
- 2.4. The Buyer shall submit its complaints to the Seller (hereinafter referred to as Objections) with regards to non-compliance of the Equipment to the Contract next workday as of the delivery of the Equipment by the Seller.
- 2.5. The Equipment shall be deemed as accepted by the Buyer if the Buyer has made no Objections within the period specified in clause 2.4.
- 2.6. If the Buyer submits its Objections, the Seller shall make corresponding improvements to the Equipment within the term specified by the Buyer. In this case, the Equipment shall be deemed as accepted, if the Seller has been made improvements and Buyer has no more Objections.
- 2.7. After acceptance of the Equipment by the Buyer, the Seller shall be entitled to the remuneration agreed upon in the Contract.

3. Remuneration payable to the Seller

- 3.1. The Buyer shall pay the Seller remuneration for the Equipment specified in clause 1 herein in the amount of 7718,80 EUR. After signing the contract 4000,00 EUR and before delivery 3718,80 EUR.
- 3.2. The Buyer shall pay for the Equipment on the basis of the Seller invoice according to the instructions indicated in the invoice.
- 3.3. The Buyer shall pay an invoice within 10 calendar days of the date of issuing the invoice.

4. Liability of the Parties

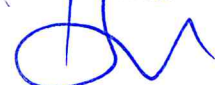
- 4.1. The Parties shall be liable for any breaches of their obligations arising from the Contract, provided the breach is wrongful.
- 4.2. If the Seller delays the delivery of the Equipment beyond the agreed deadline, the Buyer shall be entitled to demand payment of the contractual penalty in the amount of 0.15% of the remuneration payable to the Buyer under the Contract for each calendar day of delay, but in total not exceeding 30 (thirty) percent of the remuneration payable to the Buyer. Upon payment for the Equipment, the Buyer shall be entitled to reduce the remuneration payable to the Seller by the amount of the contractual penalty, having set it off.
- 4.3. If the Buyer fails to pay the remuneration to the Seller by the agreed date, the Seller shall be entitled to demand payment of default interest at the rate of 0.15% of the overdue amount per calendar day of delay, but not exceed 30 (thirty) percent of the overdue amount.
- 4.4. The Buyer shall file a contractual penalty claim arising from the Contract with the Seller within 3 (three) months as of the day when the Buyer becomes entitled to file the contractual penalty claim.

5. Expiry and Termination of the Contract

- 5.1. The Contract shall terminate if the Parties' obligations arising from the Contract have been fully and duly performed.



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5.2. If the Seller has not delivered the Equipment to the Buyer within 1 (one) month as of the agreed delivery deadline of the Equipment, at the latest, the Buyer shall be entitled to withdraw from the Contract unilaterally without paying the agreed remuneration to the Seller and collect contractual penalty provided for in the Contract and, in addition, compensation for caused damage.

6. Notice

6.1. The Parties shall send any notices concerning the Contract to the addresses of the Parties given in the Contract. The Parties shall immediately inform each other of any changes in their addresses.

6.2. Notices shall be communicated by telephone or e-mail, unless written form is prescribed in the Contract. Written notices shall be sent to the other Party by registered mail.

6.3. Any claims by a Party to the other Party relating to a breach of the Contract shall be made in writing.

7. Final Provisions

7.1. Any amendments to this Contract shall enter into force after they have been signed by both Parties or at the time specified by the Parties in writing.

7.2. The Parties shall resolve any disagreement and disputes relating to the Contract by way of negotiations. If the Parties fail to resolve the disputes arising from the Contract by way of negotiations, the dispute shall be resolved in court having jurisdiction at the place of residence or location of the defendant.

7.3. The Contract has been made in two identical copies of equal legal force, of which the Seller and the Buyer shall retain one copy each.

Details and signatures of the Parties:

Buyer:


State Forest Management Centre
Registry code 70004459
Sagadi Village, Haljala Municipality
ESTONIA
Põlula Fish Rearing Department



Kunnar Klaas
Head of the Department

Seller:

LINN Gerätebau GmbH
Registry code HRB 6075
An der Sauerlandkaserne 1
D-57368 Lennestadt
GERMANY



Ulrich Bishopink
General Manager

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