

CONTRACT

29.04.2026 No 2-2/26/642-2

The **Estonian Centre for Defence Investments** (registry code 70009764, address Järve 34a, 11314 Tallinn, Estonia) and the **Estonian Defence Forces** (registry code 70008641, address Juhkentali 58, 15007 Tallinn, Estonia), represented by Tiaana Kalda Head of Procurement Department of the Estonian Centre for Defence Investments pursuant to clause 6.3 of the Director's Directive No. 77 of 07.12.2020 (hereinafter **Buyer**),

and

joint tenderers **Taiklu UAB** (registry code 304437662, address Ukrainiečių g. 4, LT-45234 Kaunas) and **Defiron OÜ** (registry code 17306016, address Narva mnt 7d, 10117 Tallinn, Estonia), represented by Janek Karu, pursuant to the power of attorney (hereinafter **Seller**),

separately **Party** and jointly **Parties**, have concluded the following public contract, hereinafter **Contract**:

1. Basis and Subject of the Contract

- 1.1. The contract is concluded on the basis of the founding documents and the Tender of the Seller for the reopening of the competition "**Lintlaaduri soetus**" (reference number 306096) carried out under the **framework agreement no 2-2/25/642** of the public procurement „**Lennuvälja lintlaaduri ostmine**" („Purchase of aircraft belt loader", reference number 297474).
- 1.2. The subject of this contract is the **purchase of one (1) aircraft belt loader (hereinafter goods), including repair and maintenance works (hereinafter services) during at least the warranty period** (goods/services described in the technical description) with **transport to Ämari Air Base**, Ämari, Lääne-Harju Parish, 76102 Harju Country, Estonia.
- 1.3. The delivery time of the goods is **12 months from the entry into force of the contract**.
- 1.4. All **framework agreement no 2-2/25/642** conditions apply for this contract, including the delivery condition Incoterms® 2020 DDP.

2. Performance of the Contract

- 2.1. The contract shall be concluded to order goods or services on the basis of the list of goods or services listed in the technical description.

3. Delivery and Acceptance of Goods

- 3.1. The transport of goods to the Buyer's designated location takes place via the Seller's mode of transportation and at the Seller's expense.
- 3.2. The provision of services at the Buyer's designated location takes place via the Seller's mode of transportation and at the Seller's expense.
- 3.3. The Seller is obligated to coordinate the exact date of delivery or provision of service with the Buyer's contact person within 5 working days at the latest prior to the scheduled delivery of goods or provision of service.
- 3.4. The time for receiving delivery of the goods is generally from Monday to Thursday between 8.30 and 15.00, except on state and national holidays and working days that precede them and the last three working days of each month.
- 3.5. If the delivery of goods or provision of services is in delay, if the goods cannot be delivered by the agreed-upon date or the service cannot be provided by the agreed-upon date, the Seller is obligated to notify the Buyer's contact person promptly via email.

- 3.6. The delivery of goods or provision of services takes place via a delivery note. The delivery note must include at minimum the Buyer's name (Estonian Centre for Defence Investments, Estonian Defence Forces); the Buyer's contact person's name; framework agreement and public contract (purchase contract etc.) number; name, quantity, unit, time and location of goods or type of service and time and place of provision and the Seller's name.
- 3.7. In accordance with the number of delivery locations or provision of services, the same number of delivery notes shall be made.
- 3.8. In the absence of the delivery note, the Buyer has the right to take possession of the given goods, however, delivery and acceptance shall be deemed to be finalized upon the reception of a corresponding delivery note.
- 3.9. The Seller is obligated to hand over to the Buyer all documents that are necessary for the receiving, management, use and handling of the goods.
- 3.10. The goods cannot be damaged during transportation and handling.
- 3.11. The Seller must take into account, that if the delivery of goods or provision of services takes place on a security area / premises / special-surveillance area, the Seller and their subcontractors are required to fulfill the requirements and conditions stipulated in the Estonian Defence Forces' document „Security Conditions“ (see document „Security Conditions with Annexes“). The Seller must apply for an entry permit to the Estonian Defence Forces' security area at least 7 working days prior to the start of the delivery of goods or provision of services on the basis of requirements stipulated in § 41³ of the Estonian Defence Forces Organisation Act and submit an application for an entry permit alongside details of their employees (and subcontractors) and a written consent for a background check. The Seller must also take into account that in the event that security requirements are not followed, the Buyer has the right to refuse entry to the premises for the Seller and their subcontractors.

4. Cost of Contract and Terms of Payment

- 4.1. This contract has been concluded to make an order based on the Buyer's necessities. The unit price of the goods/services has been fixed in the Seller's tender and it is binding for the duration of this contract. The total cost of this contract is **114 000,00 Euros**, whereas VAT shall be added in accordance with the law.
- 4.2. The Seller bears all costs relevant to the delivery and transportation of goods until the delivery has been finalized. The Seller also bears all goods-related costs and incumbrances until the delivery has been finalized, except costs which derive from circumstances arising from the Buyer. The Seller also bears all costs relevant to the provision of services.
- 4.3. The Buyer bears all costs relevant to the acceptance of delivered goods or rendered services, as well as costs relevant to the preparation of this contract and the payment of the purchase price.
- 4.4. The Seller shall issue an e-invoice. In the event that a Seller registered outside of the Republic of Estonia has no technical capabilities to issue e-invoices, then they shall issue the invoice in PDF-format to the email address stipulated in the contract. The Seller shall issue an invoice with the following details:

Estonian Centre for Defence Investments, registry code 70009764, Järve 34a, 11314 Tallinn, Estonia;

Other details required for the invoice:

Contact person name Lehti Peri;
Framework agreement number 2-2/25/642;
Contract number 2-2/26/642-2
15-digit reference number of the contract 297474002001000;
Quantity and name of goods, product code (if applicable) / type of service, time and location of provision;
Unit price and other relevant information.

Seller`s bank details:

Seller: Taiklu UAB;

Recipient`s bank name: Citadele;

Recipient`s bank account number: IBAN LT98 7290 0000 1546 7528;

SWIFT code: INDULT2X.

- 4.5. The Buyer shall pay for the goods and services that were accepted and are in compliance with the terms of the contract to the billing account set in the contract within 28 days of receiving an invoice that is in compliance with the terms of the contract. The basis for issuing an invoice is a delivery-acceptance act and/or delivery note that is signed by both Parties.
- 4.6. The Buyer shall not accept an invoice which is not in compliance with the terms of the contract. In such an event, the Seller shall issue a new invoice within 7 working days.

5. Warranty Obligation

- 5.1. With this contract, the Seller grants warranty for goods/services for a **minimum of 24 months**.

6. Contact Persons

- 6.1. The Buyer`s contact person is Allar Siiroja (+372 5567 7364, allar.siiroja@mil.ee).
- 6.2. The Seller`s contact person is Janek Karu (+372 5244 300, janek.karu@gmail.com).

7. Final Provisions

- 7.1 This Contract shall enter into force from the Buyer`s signature and is valid until the fulfillment of contractual obligations.

8. Annexes

- 8.1. Annex 1. The Seller`s Tender;
- 8.2. Annex 2. Security Requirements with Annexes.

Buyer:

(signed digitally)

Tiaana Kalda
Head of Procurement Department

Seller:

(signed digitally)

Janek Karu
Defiron OÜ