

**Procurement „Lehviksonar laevale EVA-301“
No 274681**

**SALES CONTRACT
3.2-4/24/432-1**

Republic of Estonia Transport Administration, registry code 70001490, address Valge 4, 11413 Tallinn, (hereinafter referred to as the **Buyer**), represented by Kristjan Truu, the Director of Maritime Division of the Republic of Estonia Transport Administration, acting by authorisation,

and

Hidrolab Ltd, registry code 40103838748, address Lizuma 1 Riga LV-1006, (hereinafter referred to as the **Seller**), represented by Romans Kackans, member of the management board, the Buyer and the Seller hereinafter jointly referred to as the Parties, have entered into the Sales Contract (hereinafter referred to as the **Contract**) as follows:

1. Object of Contract

- 1.1 The Seller shall sell, and the Buyer shall purchase one multibeam echosounder (hereinafter referred to as the **Goods**) as specified and agreed in this Contract.
- 1.2 The **Goods** shall meet the terms and conditions as specified in procurement documents of Public Procurement “Lehviksonar laevale EVA-301” (no. 274681).

2. Delivery of possession of Goods and transfer of ownership

- 2.1. The Seller shall deliver the Goods to the Buyer at Valge 4, Tallinn, six weeks after the signing of the Contract on the basis of a protocol of delivery and acceptance which shall be signed by the contact persons of the Parties.
- 2.2. The right of ownership of and the risk of accidental loss of and damage to the Goods shall transfer from the Seller to the Buyer by signing the protocol of delivery and acceptance.
- 2.3. The Seller provides the Goods with a warranty period of three years which starts from the day following the delivery of the Goods.

3. Payment

- 3.1. The price of the Goods is EUR **99 975,000**. The rate of VAT is 0% (hereinafter referred to as the **Payment**).
- 3.2. The Buyer shall pay the Seller for the Goods by a bank transfer to the bank account of the Seller within 20 calendar days after the protocol of delivery and acceptance has been signed and the invoice has been submitted by the Seller.
- 3.3. The invoice shall be submitted within 7 calendar days after the delivery of the Goods in machine-processable format as an e-invoice that complies with Regulation No. 24 “Establishment of Guidelines for Machine-processable Source Documents” of the Minister of Finance dated 11 April 2017. An invoice is deemed received as of the day it is received in the invoice management environment of the Estonian Transport Administration. Non-residents must email their invoices in PDF format to invoices@transpordiamet.ee or forward it as an e-invoice through the international Peppol system. The name of the contact person, Contract number and the tender registry number 274681 001 000 000 shall be marked on the invoice.

4. Liability of Parties

- 4.1. Provided the Buyer fails to pay by the due date, the Seller is entitled to claim penalty payment equal to 0.2% of the overdue invoice amount per overdue day.
- 4.2. The Buyer is entitled to claim from the Seller contractual penalty equal to up to 10% of the Payment if the Seller has substantially violated its obligations under this Contract. Substantial violations shall be considered, among other things, delays in delivery of the Goods and failure to replace the Goods.
- 4.3. Provided the Buyer discovers within 14 calendar days after the signing of the protocol of delivery and acceptance a non-conformity of the Goods to the specifications of the Goods, the Buyer shall inform the Seller thereof and the Seller shall replace the Goods within 5 calendar days. In that case the Buyer shall pay the invoice within 7 calendar days after the replacement of the Goods.
- 4.4. Provided the Seller fails to perform the obligation as set out in point 4.3, the Buyer can buy the Goods from third parties and claim the payment difference from the Seller.

5. Contact persons of Parties

- 5.1. On behalf of the Seller: Romans Kackans, phone: (+371) 28623395, email: romans@hidrolab.lv, info@hidrolab.lv;
- 5.2. on behalf of the Buyer: Peeter Väling, phone: (+372) 5043878, email: peeter.valing@transpordiamet.ee.

6. Other terms and conditions

- 6.1. The Contract can be amended according to legislation in force. Any amendments to the Contract that have not been made in writing are null and void.
- 6.2. Any disputes arising from the interpretation or performance of this Contract shall be resolved by way of negotiations between the Parties to this Contract. In case of failure to reach an agreement, the disputes shall be finally settled by Harju County Court (*Harju Maakohus*) according to the legislation applicable in the Republic of Estonia.
- 6.3. The Parties shall be guided by relevant legislation applicable in the Republic of Estonia regarding all issues not regulated by this Contract.
- 6.4. The Contract shall be signed digitally or in writing by the Parties.

Buyer:

Kristjan Truu
Director of Maritime Division of the
Republic of Estonia Transport Administration
/digitally signed/

Seller:

Romans Kackans
member of the management board
/digitally signed/

PROTOCOL OF DELIVERY AND ACCEPTANCE OF GOODS

..... hereby delivers and Estonian Transport Administration hereby
accepts the Goods set forth in the Sales Contract entered into by and between the Parties on
..... (description/quantity/documents):

One multibeam echosounder

Goods have been delivered by:

.....
.....
.....
.....

Goods have been accepted by:

.....
.....
.....
.....

.....2024