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Baltic Exposervice SIA

Member of the board Andrejs Grinovs

## PUBLIC CONTRACT No 6-6/24/55

The **Estonian Business and Innovation Agency**, registry code 90006012, address Sepise 7, 11415 Tallinn, represented by department manager Eva-Kristiina Ponomareva (hereinafter referred to as **the Customer or the Contracting Authority**),



And

**"BALTIC EXPOSERVICE" SIA**, registry code 40003432868, address 2/4, Jeruzalemes str. 3th floor, LV-1010 Riga, represented by member of the management board Natalja Levicka on the basis of law (hereafter referred to as the Contractor or the Tenderer),

hereafter also referred to as the Party or jointly as the Parties, have entered into this public contract on the basis of the framework agreement as follows:

### 1. OBJECT AND TERM OF PUBLIC CONTRACT

- 1.1. The Contractor must perform the work in accordance with this public contract on the basis of the framework agreement. The Parties proceed from the provisions of the framework agreement in respect of the terms and conditions not regulated in the public contract.
- 1.2. The public contract consists of the following documents:
  - 1.2.1. the public contract,
  - 1.2.2. the price query,
  - 1.2.3. the Price Quote.
- 1.3. In the case of any discrepancies between the public contract documents named in clause 1.2, the Parties will proceed from the following order of documents when interpreting the contract documents:
  - 1.3.1. the Price Query;
  - 1.3.2. the Price Quote;
  - 1.3.3. the Public Contract.
- 1.4. The Contractor performs the activities and services (hereinafter referred to as the Work) according to the terms and conditions set forth in the Price Query of the Customer (hereinafter referred to as Annex 1) and the Price Quote of the Contractor (hereinafter referred to as Annex 2).
- 1.5. The term of the Public Contract has been established in the price query and in the preamble of this Public Contract.

### 2. VALUE OF PUBLIC CONTRACT AND PAYMENT

- 2.1. The total value of the public contract is € 92 345,00 excluding VAT.
- 2.2. The full cost of the Public Contract must include all necessary costs and all taxes and fees that the Customer is required to pay. The Customer does not compensate the Contractor for expenses that exceed the total value specified in clause 2.1 and/or the compensation of which was not agreed between the Parties in advance. The Customer is not liable for the consequences if the expenses of the Contractor turn out to be bigger than those written in the Public Contract.
- 2.3. The Customer will pay for the Works that have been carried out actually and in accordance with the requirements after the Contractor has delivered the Works to the Customer on the basis of the respective invoice the payment term of which is not less than 14 calendar days.
- 2.4. The Customer's procurement number (HNR), the reference number in the Public Procurement Register and the contact person of the Customer must be indicated in the

invoice. If the procurement is financed from the funds of the NextGenerationEU recovery instrument, the invoice submitted by the Contractor must clearly and unambiguously refer to the Agreement, include the data required for making the payment, the public procurement reference number and the project identifier: "NextGenerationEU" (if a reference to EU funds is made in the description of the object of the public contract) and the name of the Customer's contact person, and comply with the requirements of the Valued Added Tax Act and the Accounting Act.

- 2.5. The Contracting Authority has the right to provide the Contractor with an advance of 50% of the value specified in the tender on the basis of the relevant invoice the payment term of which is not less than 14 days.
- 2.6. The Customer pays the Contractor a fee to the extent of the rest of the value presented in the tender after the completion of the Works and their appropriate delivery to the Customer on the basis of the respective invoice submitted by the Contractor the payment term of which is not less than 14 days.
- 2.7. If the Contractor is a customer of an e-invoicing operator, the e-invoice must be sent to the Customer via its e-invoicing operator. An e-invoice will be deemed received as of the day the operator receives it.
- 2.8. A Contractor who is not registered in Estonia can submit an invoice as an e-invoice via the pan-European electronic documents and e-invoicing network PEPPOL or in PDF format to the Customer's e-mail address [eis@arved.ee](mailto:eis@arved.ee).

### **3. DELIVERY AND RECEIPT OF WORKS**

- 3.1. The works will be delivered in a format that can be reproduced in writing (by e-mail), on the basis of a delivery and receipt record. The Contractor prepares the record within seven (7) working days of the performance of the Works, recording the name, content, volume and cost of the works, and submits it to the Customer's contact person in a format that can be reproduced in writing for approval.
- 3.2. The Customer has seven (7) working days from the working day following the submission of the record to review it and verify its compliance with the provisions of the price query. If necessary, the Contracting Authority has the right to extend this period by a maximum of the aforementioned period by notifying the Contractor thereof three (3) working days before the deadline.
- 3.3. If the Customer finds any deficiencies in the submitted Work or record, the Customer has the right to refuse to accept the Work or only accept the Work that has been performed correctly. If the Customer refuses receipt of the Works the Customer will submit a notice of non-compliance of the works in a format that can be reproduced in writing, describing the deficiencies in the works or the record and giving a reasonable time for elimination of the deficiencies. In the event of deficiencies, the Customer has the right to apply the legal remedies arising from law (incl. lower the price).
- 3.4. Approval of the record by the Customer means that the Work and activities performed comply with the terms of the public contract, and this confirmation is the basis for invoicing.

### **4. NOTICES AND INFORMATION**

- 4.1. Any notices of legal meaning (including claims) and other information will be deemed properly delivered if they have been e-mailed to the contact person. An informative notice may also be given by telephone.
- 4.2. The contact persons of the Parties responsible for the performance of the public contract are:
  - 4.2.1. Contact person of the Customer: Kati Borkman, e-mail: [kati.borkman@eas.ee](mailto:kati.borkman@eas.ee), telephone: +372 518 2771;

4.2.2. Contact person of the Contractor: Olegs Novass, e-mail: on@baltexpo.lv, telephone: +371 2649 5541.

- 4.3. The contact person of the Customer listed in clause 4.2 is authorised to submit price queries, confirm price quotes, organise oversight of the performance and schedule of the public contract, notify the other party of delays and changes, deliver and receive of the Work and file complaints. The contact person of the Customer has the right to routinely check the compliance of the activities carried out in the course of the Work with the public contract and the Agreement.
- 4.4. If the contact person of the Customer named in clause 4.2 cannot attend to their duties (vacation, mission, illness, etc.), the person covering for the contract person will have the same rights.
- 4.5. A Party must immediately inform the other Party of any changes in the contact details and such an amendment will not be treated as an amendment to the public contract. Until the other Party is notified of a change in contact details, a notice will be deemed to have been duly transmitted given if it is sent to the Party using the contact details set out in the public contract.

## 5. OTHER TERMS AND CONDITIONS

- 5.1. The provisions of the framework agreement apply to the public contract.
- 5.2. The amendment of the public contract may be agreed in the cases provided for in clause 15 of the framework agreement.
- 5.3. The legislation of the Republic of Estonia applies to the public contract.
- 5.4. The public contract will be valid as of the moment it is signed.
- 5.5. According to clause 1 of the Contract, contractual penalties are applied to the Contractor in the event of a breach of this public contract as stipulated in the framework agreement.
- 5.6. The Parties acknowledge that the terms and conditions of the ANNEX 3 of ANNEX 2 to the PD Data Processing Contract apply to the Contractor.
- 5.7. The Agreement is signed digitally. With a company not registered in Estonia, the Contract will be signed in writing.

### **Annexes:**

Annex 1. Price Query of the Customer

Annex 2. Price Quote Submitted by the Contractor.

Customer

Eva- Kristiina Ponomarjov

*(digitally signed)*

Contractor

Natalja Levicka

*(digitally signed)*