

## Annex 4

### Agreement for the Sale of Used Trolleybuses Form

\_\_\_\_.\_\_\_\_\_.2024 or  
the last date of digital signature

**Aktsiaselts Tallinna Linnatransport**, registration code 10312960, address Kadaka tee 62a, Tallinn 12618, represented by the Member of the Management Board, Kaido Padar (hereinafter Seller), on the one hand,

and

....., registry code ....., address ..... represented under the ..... by chairman/member of the management board ..... (hereinafter Buyer), on the other hand (hereinafter also referred to individually as a "Party" or jointly as the "Parties"),

based on the Buyer's price offer submitted to the Seller in the written auction for part ... and the Seller's decision, the Parties enter into this agreement for the sale of used trolleys (as scrap vehicles – in case they are purchased as scrap vehicles) (hereinafter the "Agreement") under the following terms:

#### **1. Subject of the Agreement and Sale Price**

Under the Agreement, the Seller hands over to the Buyer the used trolleys described and in the quantity indicated in part 1 and/or part 2 of the written auction (hereinafter referred to as the "Vehicles") at the price offered in the auction submission ..... (amount in words) EUR (ANNEX 1) and based on the Seller's proposal "Invitation to Participate in the Written Auction 'Sale of Used Trolleys'" (ANNEX 2) and under the terms outlined in this Agreement.

#### **2 Payment for the Vehicles**

- 2.1 For payment of the Vehicles transferred, the Seller shall issue and send an invoice based on the handover-acceptance act signed by the Parties, which will be sent to the Buyer via email to the address: .....
- 2.2 The invoice shall reference the number of the handover-acceptance act.
- 2.3 The Buyer agrees to pay for the Vehicles within 14 calendar days from the date the invoice is issued by the Seller, according to the bank details and terms specified on the invoice.
- 2.4 In case of late payment, the Seller is entitled to charge the Buyer a late payment penalty of 0.5% per day for each day of delay until the obligation is duly fulfilled.
- 2.5 If the payment is delayed by 30 days, the Seller has the right to transfer the claim against the Buyer to third parties, with any associated costs to be borne by the Buyer.

#### **3 Transfer and Transportation of Vehicles**

- 3.1 The Buyer shall transport all Vehicles from the Seller's location at Paldiski mnt 48c, Tallinn at their own expense no later than ..... calendar days (as specified in the bid form in calendar days).
- 3.2 In the case of selling trolleybuses as scrap vehicles, the Buyer shall transport all Vehicles from the Seller's location at Paldiski mnt 48c, Tallinn to the scrap collection point located at ..... at their own expense no later than ..... calendar days (as specified in the bid form in calendar days).
- 3.3 The transfer of Vehicles shall be documented with a handover-acceptance act, which records the name, quantity, and price of the Vehicle and is signed by the representatives of both Parties immediately after the handover of the Vehicles to the Buyer.
- 3.4 The moment of acceptance of the Vehicles shall be considered the signing of the handover-acceptance act by the Buyer's representative. The Buyer's representative is obligated to sign

the handover-acceptance act immediately after the actual receipt of the Vehicles, except in cases where the transferred Vehicles do not meet the conditions agreed upon in the Agreement.

3.5 Ownership rights to the Vehicles shall transfer to the Buyer after full payment for the Vehicles by the Buyer.

#### 4 Contact Persons of the Parties

4.1 The Parties' representatives for matters related to the transfer of Vehicles are:

4.1.1 The Seller's representative is: .....

Phone: .....

Email: .....

4.1.2 The Buyer's representative is: .....

Phone: .....

Email: .....

4.2 Notices related to the Agreement shall be sent to the contact persons specified in the Agreement.

#### 5. Final Provisions

5.1. The Agreement shall take effect upon signature by both Parties and remain valid until all obligations under the Agreement are duly fulfilled.

5.2. Amendments to the terms of the Agreement shall be made by mutual written consent of the Parties. Such amendments shall constitute an integral annex to the Agreement.

5.3. Information obtained by the Parties during the fulfillment of obligations under the Agreement, including data about the other Party, shall not be disclosed to third parties without the prior written consent of the other Party, except where required by law (hereinafter referred to as the confidentiality obligation). In the event of a breach of the confidentiality obligation, the responsible Party shall be liable as provided by law.

5.4. Disputes arising during the fulfillment of obligations under the Agreement shall be resolved through negotiations between the Parties. If no agreement is reached during negotiations, disputes shall be resolved in accordance with the laws of the Republic of Estonia at Harju County Court.

5.5. This Agreement is drawn up in the Estonian language (*in two copies of equal legal force, one of which shall remain with each Party*) or (*entered in electronic form and signed digitally*).

#### 6. Annexes

6.1. Annex 1: Bid for Part 1 and/or Part 2

6.2. Annex 2: Invitation to participate in the written auction "Sale of Used Trolleys".

#### Parties' signatures

Seller:

Buyer:

Aktsiaselts Tallinna Linnatransport

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Kaido Padar

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