

Annex 3

Agreement of sale of trolley spare parts form

_____._____.2025 or
the last date of digital signature

Aktsiaselts Tallinna Linnatransport, registry code 10312960, address Kadaka tee 62a, Tallinn 12618, represented by member of the management board Kaido Padar (hereinafter referred to as the Seller) on the one hand,

and

....., registry code, address represented by under
(Hereinafter referred to as the "Buyer") of the other part (hereinafter also referred to as the Party or jointly the Parties),

Based on the price offer submitted by the Buyer to the Seller in a written auction and the decision made by the Seller, the Parties shall enter into this agreement of sale of trolley spare parts (hereinafter the Contract) in the following:

1. Subject of the Agreement and Sale Price

On the basis of the Agreement, the Seller hands over to the Buyer the spare parts of the trolleybuses in sets (hereinafter the Goods) at the price (amount in words) offered in the written auction, respectively, **excluding VAT, and in the case of intra-EU sales, VAT shall be added to the price** (ANNEX 1) and based on the proposal submitted by the Seller "Invitation to participate in the written auction "Sale of trolley spare parts" (ANNEX 2) and under the conditions specified in the Agreement.

VAT is not added to the cost if the Goods are transported to a country outside the European Union.

2. Payment for goods

2.1 To pay for the transferred Goods, the Seller shall prepare and issue an invoice on the basis of the instrument of delivery and receipt signed by the Parties, which shall be submitted to the Buyer by e-mail to:

2.2 On the invoice indicate the number of the contract and the deed of transfer and receipt.

2.3 The Buyer undertakes to pay for the Goods within 14 calendar days from the submission of the invoice by the Seller, in accordance with the bank details and conditions indicated on the invoice.

2.4 In case of late payment of the fee, the Seller has the right to demand from the Buyer a fine for delay of 0.5% per day for each day of delay until the obligation is properly fulfilled.

2.5 After a delay of payment of 30 days, the Seller has the right to assign the claim against the Buyer to third parties, the costs of which the Buyer undertakes to bear.

3. Delivery and transportation of goods

- 3.1 The Buyer shall transport the Goods at his/her own expense from the Seller's location at Paldiski mnt 48c, Tallinn no later than within a calendar day (deadline in calendar days indicated on the offer form)
- 3.2 The delivery of the Goods shall take place by means of a deed of delivery and receipt, where the name and price of the Goods are fixed and signed by the representatives of the Parties immediately after the delivery of the Goods to the Buyer.
- 3.3 The moment of receipt of the goods is the signing of the instrument of delivery and receipt by the representative of the Buyer. The buyer's representative is obliged to sign the instrument of delivery and receipt immediately after the actual receipt of the Goods, unless the transferred Goods do not meet the conditions agreed upon in the Contract.
- 3.4 The transfer of ownership of the Goods to the Buyer takes place after payment for the Goods by the Buyer.
- 3.5 When moving goods out of the European Union, the Buyer must arrange for the preparation of customs declarations and other necessary documentation, and the submission and all documentation must be submitted to the Seller immediately.

4. Contact persons of the Contracting Parties

- 4.1 The representatives of the Parties in matters related to the delivery of the Goods are:
 - 4.1.1 The seller's representative is: Merilii Laanepere,
Phone: +372 5344 7082,
Email: merilii.laanepere@tlt.ee
 - 4.1.2 The buyer's representative is:
Telephone:
Email:
- 4.2 Notices related to the Contract must be sent to the addresses of the contact persons specified in the Contract.

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 Buyers bid.

6.2. Annex 2 Invitation to participate in the written auction "Sale of trolley spare parts."

Parties' signatures

Seller:

Buyer:

Aktsiaselts Tallinna Linnatransport

.....

/Signed digitally/

/Signed digitally/

Kaido Padar

.....