

LOCAL CONTRACT

Place, date and number of contract Tallinn [enter contract date] No. [enter no.]
 Contractor selection report [enter date] No. [enter no.]
 Master contract no. [enter master contract number]

The Customer: **Osaühing Marketex Marine**
 registry code 12459583
 registered address Kopli 103, 11712, Tallinn
 Representative: [position: member of management board / on the basis of a power of attorney]
 Representative during the performance of works: [Name and position of contact person]
 means of communication phone: [phone number], E-mail: [specify@blrt.ee]
 (hereinafter the **%Customer+**)

The Contractor: **[Enter contractor name]**
 registry code [enter contractor's registry code]
 registered address [enter contractor's exact address]
 representative/and [specify position: member of management board / on the basis of a power of attorney]
 [Name of the first representative]
 [Position of the second representative or blank space]
 [Name of the second representative or blank space]
 during the performance of services: [Name and position of contact person]
 means of communication: phone: [specify phone number]; E-mail: [specify@email.ee]
 (hereinafter the **%Contractor+**)

have entered into this contract (hereinafter the **%Contract+**) for the performance of the following services (the **%Services+**):

1. **Services** The Customer shall order and the Contractor shall perform the following Services:
 - 1.1. Order number [enter order number].
 - 1.2. Site [enter site name]
 - 1.3. Projects and drawings not required
 - 1.4. Drawings no. [enter drawings no. / N/A]
 - 1.5. Nature of works [Specify the nature of works, e.g.: welding works to manufacture a certain unit]
 - 1.6. Scope / labour input [Specify the exact scope of works (man hours, m2, a reference to the Contractor's written proposal may be made)]
 - 1.7. Standards. Classification society / supervisory authority [Specify standards, e.g. welded joints shall be performed according to the welded joints quality standard EN 25817 or leave the word **%high+**]
2. **Period of the performance of services**
 - 2.1. Starting date [01.01.1901]
 - 2.2. Delivery date of the services [01.01.2000]
 - 2.3. In the case of the late delivery of works, caused by the Contractor or its suppliers, the Contractor shall pay to the Customer a contractual penalty in the amount of 0.5 % of the contract price per each day of delay until the works have been duly delivered, but not exceeding 10% of the contract price (Clause 4.1 !
 .).
3. **Site of the performance of services** [Specify the address or other location where works shall be performed]
4. **Price** The Customer shall pay to the Contractor a remuneration for the duly performed Services on the following terms and conditions:
 - 4.1. Total price of services EUR [enter the amount in numbers] (hereinafter the **%Price of Services+**)¹
 - 4.2. Cost of materials
 - 4.2.1. EUR [specify the cost of materials in numbers or place dash].
 - 4.2.2. Cost of materials has been fully included in the price of services (Clause 4.1).
 - 4.3. Materials
 - 4.3.1. The list of materials for the performance of services is provided for in Annex 10.4 (Bill of Quantities).
 - 4.3.2. The Contractor shall provide materials for the performance of works at its own expense, unless otherwise expressly provided for in a written annex to the Contract.
 - 4.4. Type of cost estimate The price of services as specified in Clause 4.1 is a fixed amount not subject to increase
 - 4.5. Contract price variations Customer accepts no costs for any additional works or materials without first receiving a written quotation from the contractor which must be signed as approved by the customer.

¹ All prices are exclusive of VAT

5. Contractor's liability insurance

5.1. The name of the Contractor's insurer - [insurer name]
 5.2. The insured amount under the Contractor's liability insurance [leave one of the following options: (1) is [] EUR] or (2) cannot be less than the amount provided for in the General Terms and Conditions].

6. Warranty

6.1. The Contractor shall provide a warranty for the period of **180** days from the moment when the Customer has delivered works under this Contract to the end customer.
 6.2. After the correction of defects under warranty, an additional warranty shall be provided for the respective works for the period of **3** month(s) from the delivery date of such works, but not exceeding 10 months from the moment specified in Clause 6.1 of the Contract.

7. Special duties pertaining to the performance of works

7.1. The Contractor shall observe the fire safety rules, occupational safety rules, environmental protection rules and the rules of the Quality and Environmental Management System of BLRT Grupp. All the employees of the Contractor shall wear protective helmets on the premises and under conditions provided for in the corresponding rules.
 7.2. The Contractor shall submit to the control by the Quality Control Department of BLRT Grupp and promptly perform instructions of the department pertaining to the correction of non-conformities concerning the quality or progress of works.
 7.3. By the completion of works, at the latest, the Contractor shall furnish the Customer with true data about the number of hours spent for the performance of works (time sheet, labour input reports).
 7.4. In the event of re-work caused by the contractors own doing the contractor must pay compensation for the materials used to correct the non-conformity.

8. Liability

8.1. If inflated data are discovered pertaining to the labour input or other scope of performed works, the Customer is entitled to reduce the price of the works by the price of inflated hours or other units of measurement of labour input.
 8.2. Liability of the Parties is otherwise governed by the documents specified in Clause 10.
 8.3. In the case of the late payment of the Price of Services, the Customer shall pay to the Contractor a penalty interest in the amount of 0.02 % of the outstanding amount per each day of delay.

9. Additional and other agreements

There are no additional or other agreements

10. Final provisions

The General Terms and Conditions of Contract for Services BLRT-1014 shall apply to issues that have not been provided for in this Contract, subject to changes agreed upon by the Parties and to the master contract specified in the preamble. In the case of a contradiction between the provisions of this Contract, the master contract and/or the General Terms and Conditions, this Contract shall apply.

11. Annexes:

The following documents shall be prepared upon the execution or performance of the Contract (separately and/or jointly):

- 11.1. List of orders (unless orders have been specified in attached Clause 1.1)
- 11.2. Specification of materials attached
- 11.3. Time schedule of works attached
- 11.4. Bill of quantities attached
- 11.5. Time sheet prepared upon works delivery to the Customer
- 11.6. Work acceptance certificate prepared upon works delivery to the Customer
- 11.7. Other - specify n/a

12. Signature of the Parties

The Customer

The Contractor

Sign-off: [production director]

[director's name]
 Production Director

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