

GENERAL CONDITIONS (effective as of 22 October 2020)

1 SUBJECT MATTER OF THE CONTRACT

- 1.1 These General Conditions (hereinafter the **Contract**) regulate the terms and procedure of making and/or selling, delivering, installing/assembling (where agreed upon) the furniture and other things/products (hereinafter the **Product/Products**) specified in the Order confirmation(s) (hereinafter the **Order Confirmation**) for and to the Buyer and the terms of payment for the Products.
- 1.2 The Contract is based on the Order Confirmation that sets out an agreement on the quantity and specifications, transport and/or assembly, price, terms of payment for and the time and place of delivery of the Products. The Order Confirmation enters into force in accordance with clause 9.3 of the Contract. The Contract documents may also include in the chronological order of preparation the Seller's Quote, the Buyer's order confirmation, (the Seller's Order Confirmation) and the Project Schedule, which may modify the contents of the Order Confirmation.
- 1.3 'Contract' means herein these General Conditions, the Order Confirmation, the Special Conditions of the Sales Contract and the Special Conditions of the Contract for Sale and Work; where necessary to distinguish between these agreements, these are indicated using the aforementioned titles.
- 1.4 The Order Confirmation may be replaced or modified by the Special Conditions of the Contract for Sale and Work and the provisions of this Contract applicable to the Order Confirmation are also applied to these special conditions.
- 1.5 The quality of the Products corresponds to the average quality expected of analogous Products.

2 PRICE AND TERMS OF PAYMENT

- 2.1 The price of the Contract is the total amount of the price of the Products, transport and assembly (hereinafter the **Purchase Amount**) plus value added tax.
- 2.2 The Seller hands an invoice over to the Buyer when handing over the Products. In the event of an advance payment for the Products, the Buyer makes the advance payment in accordance with the Order Confirmation and in such an event the Seller sends an invoice to the Buyer in accordance with the agreement contained in the Order as of the day of accrual of the advance payment to the Seller's account or before that.
- 2.3 The Buyer is required to inform the Seller of any complaints pertaining to the invoice not later than on the working day following the issue of the invoice. The Buyer does not have the right to submit complaints later.
- 2.4 The obligation to pay for the Products is deemed as performed as of the accrual of the entire Purchase Amount indicated on the invoice to the Seller's bank account. In the event of any overdue sums, regardless of the description given in the payment order, the late interest and contractual penalty are deemed as paid first and thereafter the outstanding sums payable.

3 DELIVERY AND OWNERSHIP

- 3.1 The Seller undertakes to hand the Products over to the Buyer by the time and at the place agreed on in the Order Confirmation.
- 3.2 The Seller is not liable for delays caused by a delay in the delivery of a material/goods required for making the Products, but the Seller is required to promptly inform the Buyer of such a delay.

- 3.3 The Seller is not liable for a delay that arises from the Buyer's act or omission (e.g. failure to submit the required information, failure to enable the taking of measurements, etc.).
- 3.4 Upon delivery of the Products as well as in the event of an agreement on the acceptance of the Work in stages the Parties draw up a Product delivery and receipt report. The Parties also treat a signed waybill/conveyance document as a delivery and receipt report. Where necessary, deficient work is recorded in the delivery and receipt report. Regardless of whether the aforementioned documents have been drawn up, a delivery is deemed as having occurred once three (3) days have passed from the actual delivery of the Products.
- 3.5 The risk of the accidental destruction and damage of the Products transfers from the Seller to the Buyer once the Products have been handed over to the Buyer. If the Parties have agreed on the transport and assembly of the Products, the possession and the risk of the accidental destruction and/or spoilage of the Products transfers to the Buyer after the assembly of the Products. If the Buyer does not accept the Products at the agreed time and in the agreed place, the risk of the accidental destruction and damage will transfer to the Buyer as of the moment of when the Buyer is in a delay in accepting the Products.
- 3.6 Upon delivery of the Products at the Seller's location, the Buyer agrees to examine the Products at the Seller's location if the Products can be visually inspected (they have not been packaged yet) or otherwise within one (1) working day after delivery. If the Products are handed over after the assembly, the Buyer must check the compliance of the Products and assembly immediately after the assembly at the location agreed in the Order confirmation.
- 3.7 If the Buyer has a complaint concerning the type, quantity and/or quality of the Products, the Buyer must file it upon receiving the Products. If the Buyer fails to notify of a non-conformity upon receiving the Products, it is deemed that the Products have been handed over in accordance with the Contract. The Buyer has the right to file complaints regarding the paint and structural deficiencies of the Products within the guarantee period set by the Seller also after accepting possession of the Products.
- 3.8 Upon notifying of a non-conformity, the Buyer must describe it in detail. The complaint must contain, among other things, the following: a) the Order Confirmation number; b) the invoice number; c) the quantity of the defective Products; d) a detailed description of the defect; f) photos of the entire delivered Product, which prove the defect - thereby damage inflicted during transportation must be recorded (including a note on the waybill/conveyance document/CMR and photos) before the Products are unloaded from the means of transport. Notification of a non-conformity does not discharge the Buyer from the obligation to pay for the delivered Products, unless otherwise agreed by the Parties.
- 3.9 If the Buyer does not, within the time limit specified in clause 3.7 of the Contract, notify of a defect of the Products that was visible when handing over the Products or which the Buyer should have noticed upon careful inspection and/or does not describe the defect in sufficient detail, the Buyer cannot rely on the defect of the Product.
- 3.10 The Product transfers to the Buyer's ownership once the Buyer has fully paid the Purchase Amount and performed all of the other obligations arising from the Contract (compensation for costs, damage, late interest, etc.). If

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the Buyer and the Seller have agreed in the Contract that the Buyer pays for the Products in part or in full after the possession of the Products has been handed over, the ownership of the Products will transfer to the Buyer only after the entire Purchase Amount has been paid (ownership reservation).

- 3.11 During the time when the ownership of the Products has not transferred to the Buyer yet, the Buyer cannot grant third parties possession or sub-use of the Products in any way without the Seller's prior consent.
- 3.12 If a payment is partially or fully outstanding or if the Buyer's assets are seized or if bankruptcy proceedings are initiated against the Buyer or if the Seller has a justified suspicion that the Buyer is unable to perform by the due date the obligations assumed by it, the Seller is allowed to enter the Buyer's premises for the purpose of regaining possession of all or some of the Products and/or selling these to a third party.

4 PARTIES' RIGHTS AND OBLIGATIONS

PRE-CONTRACTUAL NEGOTIATIONS

- 4.1 Where the Quote has been prepared before the Order Confirmation, it is valid in its composition, as a whole and as per time limit set out therein. If the Buyer requests changes to the Products or the Order based on the Quote is placed partially, the Seller can revise the entire Quote. If the Buyer places a partial Order with the Seller based on the Quote and the Seller accepts it and the Buyer thereafter wishes to order the remaining Products and services as well, the Seller has the right to change the terms of the latter Order Confirmation.
- 4.2 The Quote prepared by the Seller factors in all of the materials based on the drawings submitted by the Buyer. If the Seller has offered an alternative material, it is indicated separately in the Quote. The Quote is based on the information given in the Buyer's enquiry. If the Seller did not receive the entire information (including regarding the material), the Seller has relied on its own experience and best knowledge in making the Quote. All of the measurements are based on the drawings submitted by the Buyer and on the premise that the Product found in various different rooms has the same measurements. If the measurements or other key terms change, the Seller reserves the right to revise the price and other terms.

EXECUTION

- 4.3 If measurements or other steps need to be taken in order to execute the Order, the Buyer allows the Seller into the premises where Products purchased from the Seller are installed. The Seller informs the Buyer of this need at least one day in advance.
- 4.4 The Special Conditions of the Contract for Work may contain a Project Schedule. The Project Schedule is drawn up after the confirmation of the Order and, among other things, sets out the time of measuring the site. The Buyer ensures that by the time of taking measurements the Seller is able to take all of the final measurements of the site for the purpose of planning and making the Products. If no measurements can be taken, the measurements that the Buyer must ensure by the moment of installation are agreed on.
- 4.5 The Buyer submits to the Seller in a timely manner correct information required for the performance of the Work and/or transportation of the Products.
- 4.6 The Buyer has the right to at any time receive information from the Seller on the progress of the Work performed on

the basis of the Contract for Sale and Work, including the right to inspect the performance of the Work during working time in the production unit of the Seller, provided that the Buyer coordinates this with the Seller in advance and does not disturb the Work process.

- 4.7 The Buyer is responsible for ensuring that the structures of the walls, floors and ceilings are able to bear the weight of the Products.
- 4.8 The Seller has the right to make the Products/performance of the Work using subcontractors, thereby remaining fully liable towards the Buyer for the work performed by the subcontractors as per guarantees given as well as for adhering to the deadlines set out in this Contract.
- 4.9 The Seller's labour force, materials, equipment and other means are used for making the Products/performance of the Work.

ADDITIONAL WORK AND WORK STOPPAGE

- 4.10 'Additional work' (hereinafter the **Additional Work**) means (alteration) work performed where:
 - 4.10.1 on the Buyer's initiative, the Project and/or the Order Confirmation has been changed, including where drawings, etc and changes cause a rise in costs and/or call for Additional Work;
 - 4.10.2 on the Buyer's initiative, the materials or equipment meant for making the Products are changed and the change causes costs and/or loss of time;
 - 4.10.3 the Buyer wishes to redesign Contract-compliant finished Products for reasons not attributable to the Seller;
 - 4.10.4 other unforeseeable work for the purpose of making or transporting the Products, which is not covered by the Order Confirmation.
- 4.11 The Additional Work is performed for an additional fee as follows:
 - 4.11.1 the price on a site located in Estonia is 45.00 euros per hour (the price coefficient in the case of overtime work and work at the weekend is 1.5);
 - 4.11.2 the price on a site located outside Estonia is 45.00 euros per hour (the price coefficient in the case of overtime work and work at the weekend is 1.5) plus the maximum business trip allowance payable in the Republic of Estonia;
 - 4.11.3 transport and accommodation costs (if any) are added to the price of the Additional Work, unless the Parties have agreed otherwise;
 - 4.11.4 if the materials prescribed by the Buyer are changed by the Buyer after the planning process, i.e. if the Seller has commenced the final preparation of the drawings or the Buyer has already approved the drawings once, the price of drawing is 65 euros per hour.
- 4.12 In the event of a work stoppage not dependent on the Seller, the hourly fee for the Additional Work is charged as of the first hour of stoppage. A work stoppage also means a situation where the initially agreed Project Schedule cannot be followed.
- 4.13 If due to a work stoppage or because the Buyer fails to receive the Products at the agreed time and in the agreed place, the Seller warehouses the Products in its warehouse for an additional fee of 20 euros per day per area unit (1,200 x 800 mm) of one standard European pallet (EPAL).

TRANSPORT AND INSTALLATION

- 4.14 If the Products cannot be transported via the stairs or by a lift, the Buyer is responsible for ordering a crane/hoist.

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If the building does not have a lift or it cannot be used for transporting the Products, the Quote is effective up to the second floor (i.e. the ground floor, first floor, second floor). Transport to a higher floor can be arranged for an additional fee.

- 4.15 If the Buyer orders from the Seller also the installation of the Products, the Buyer allows the Seller to store its tools at the site in a locked room after the working day and/or ensures the guarding of the tools. The Buyer has concluded an insurance contract with theft coverage. In the event of damage, the Seller has the right to receive an insurance indemnity for stolen tools. In the case of a large Furniture Order, the Buyer arranges for the storage of waste and packaging waste at the site and the removal thereof from the site.
- 4.16 If the Products are handed over in a place other than the Seller's location, the Buyer is required to make the necessary preparations at the place of delivery (ensure the availability of a respective room, ensure that the Products can be transported to the room, etc.), which are necessary for handing the Products over to the Buyer without disruptions by the deadline specified in the Contract.
- 4.17 If the Buyer has ordered the making and/or assembly of the Products, the Buyer is required to approve the Product approval drawings within two (2) working days or in accordance with the agreed Project Schedule.
- 4.18 If the Seller agrees to carry and assemble the Products, the Buyer is required to ensure the rooms and facilities for assembling the Products, including power supply, lighting, surveillance. The Seller is not liable for defects arising from conditions that are unsuitable for the Work/Product in the location of performance of the Work (e.g. if the Work is performed in rooms that are under construction and the Product is damaged in the course of construction activities).
- 4.19 The Seller does not provide the necessary services for installation: sewerage, water, ventilation, heating. The Buyer is solely responsible for ordering and quality of these services
- 4.20 The Seller shall not perform construction work unless the performance of the work has been separately agreed with the Buyer.

MATERIALS

- 4.21 If the Buyer has demanded that a specific material and/or the services of a specific supplier be used, only that particular material (provided that it is suitable), not its possible analogue, and/or the services of only that particular supplier will be used. The suitability of the material and/or supplier is assessed by the Seller. If the Seller has indicated the possible problems of a material but the Buyer still insists on using it, the Seller is not liable for deficiencies stemming from the material.
- 4.22 Composite materials (Corian, etc.) are offered in semi-matt gloss level (sanded with a sanding paper of up to 400).
- 4.23 In the case of veneered and solid timber Products, the Seller draws attention to the fact that no two timbers of the same species have identical structure or tone. There are often changes in colour, branch characteristics and

other properties characteristic of timber, which emphasise the uniqueness of natural wood. The guarantee of solid timber, veneered and similar Products applied on the condition that the moisture level in the room where the Product is installed is 35-45%.

- 4.24 In the case of the finish of a stainless Product, the finish level is calculated on the basis of the quality standards based on the Seller's production technology.
- 4.25 In an event where plywood Products (including doors) are ordered, the Seller does not give a guarantee to plywood Products (including doors) because due to changes in the air moisture level plywood (natural material) may expand or contract. As a result thereof, the Products (including doors) may become bent. The Seller recommends veneered, laminated or painted details.

MISCELLANEOUS

- 4.26 If the Work/Products do not comply with the terms and conditions agreed on in the Contract, the Buyer may demand that the Seller fix the Work/Products. At its own discretion, the Seller can, instead of fixing the Work/Products, perform new Work or replace the Products with new ones that complies/comply with the terms and conditions set out in the Contract. The Buyer does not have the right to demand that the Work/Product be repaired or that new Work be performed or that the Products be replaced with new Products where the non-conformity of the Work/Products arises from the material chosen by the Buyer in a situation where the Seller has referred to problems with the material but the Buyer still insisted on using the material or from another reason attributable to the Buyer.
- 4.27 During the term of validity of the Contract or execution of the Order Confirmation the Buyer informs the Seller of its insolvency, bankruptcy proceedings instituted against the Buyer, liquidation or transformation of the Buyer within three (3) days after learning of such a threat.
- 4.28 The Seller has the right to unilaterally suspend the execution of the Order Confirmation and/or extend the time limit of the execution of the Order Confirmation by a justified delay where:
- 4.28.1 the Buyer fails to adhere to the Payment Schedule;
- 4.28.2 the need to perform unforeseeable and Additional Work becomes evident;
- 4.28.3 the Buyer fails to submit the information required for performing the Work;
- 4.28.4 the Buyer's act or omission result in a delay in the performance of the Work (e.g. does not allow for taking measurements);
- if the Buyer unfoundedly refuses to conclude an agreement on changing the subject matter of the Contract or on Additional Work.
- 4.29 In the event described in clause 3.12 of the Contract or if the Buyer is in a delay in performing any obligation, including in accepting the Products or paying the fee, the Seller has the right to refuse to perform any of its obligations, including in connection with other Order Confirmations, until the Buyer has properly performed the obligations or given a sufficient security, including to impose the contractual penalty specified in clause 6.7.
- 4.30 In the case of tailor-made Products, the Seller has the right to make a proposal regarding parts, materials, individual details, etc. of the Products, thereby offering the best structural and other solutions to ensure the durability and quality of the Products and materials. The

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Buyer has the right to argue against the Seller's proposal within one (1) working day, otherwise it is deemed that the Buyer has consented to the Seller's proposal. If the Buyer wishes a solution different from the one offered by the Seller, the Seller is not liable for the quality of the respectively created solution or solution chosen by the Buyer or for the non-conformity arising therefrom.

- 4.31 Any copyright and other intellectual property rights to the production drawings, sketches and plans created by the Seller or created on the basis of the design provided by the Buyer belong to the Seller and the Buyer does not have the right to use them for a purpose other than the performance of the Contract or to make or allow for making analogous or similar products on the basis thereof. The Work and the design, drawings and sketches serving as the basis for the Products, which has not been created by the Seller, does not belong to the Seller.
- 4.32 If the Buyer has product drawings created using computer graphics, the Buyer sends these to the Seller in pdf format and in dwg format. Thereby the Seller has taken into account in drawing up the Price Offer that the Buyer has the dwg files of the Products. Upon absence thereof, the Seller has the right to create them on its own for the additional fee specified in clause 4.11 and/or change the Quote, where necessary.
- 4.33 The Seller processes the personal data of the Buyer and Buyer's representatives and contact persons (name, contact details, workplace details) to an extent that is necessary for the performance of the Contract (e.g. contacting the Buyer, accounting purposes). The personal data is not retained for longer than necessary for the performance of the Contract or required by law. For further information contact info@kitmanthulema.ee.

5 WARRANTY AGAINST DEFECTS

- 5.1 Along with the Products, the Seller hands over to the Buyer the Product installation instructions, maintenance instructions and guarantee instructions, unless these are available on the Seller's website.
- 5.2 The Seller gives individual parts a paint guarantee of six (6) months and a structural guarantee of one (1) year as of the date of delivery of the Products. Materials and Products not made by the Seller and the full solution of which has been produced by a different person is subject to a guarantee given by such other producer. The guarantee includes the production and material defects of the Products but not flaws arising from the wrong use or keeping of the Products or flaws arising from changes in the external environment (moisture, heat, overload, UV radiation, vibration, sinking of the building, etc.) or flaws to the extent that the Buyer could have reasonably prevented these, including by following the maintenance instructions.
- 5.3 The Seller can offer a guarantee period of over one (1) year as an additional option that can be purchased upon ordering Product maintenance work.
- 5.4 During the guarantee period set out in clause 5.2 of the Contract, the Seller is required to repair or replace the defective Products/Work. The Seller has the right to choose the manner of remedy.
- 5.5 The Buyer undertakes to inform the Seller in writing of any defects detected during the guarantee period within seven (7) calendar days as of learning of the defect, describing the defect in detail. If the Buyer does not adhere to the time limit, the Buyer loses the right to demand that the Seller eliminate the non-compliance of the Work with the

terms and conditions of the Contract.

- 5.6 The Seller is required to, within twenty (20) working days after receiving the notice specified in clause 5.5, express an opinion on the cause of the defect. If the Parties disagree, the Buyer has the right to commission an expert assessment to identify whether the Products are non-conforming. If an impartial expert establishes that the Products are non-conforming, the Seller bears the costs of the expert assessment.
- 5.7 The Seller eliminates defects related to the guarantee within a reasonable time in accordance with the agreement between the Buyer and the Seller after making a respective decision or the completion of the expert assessment, thereby taking into account the time of ordering the materials. The Party that ordered the expert assessment initially bears the costs of the expert assessment and the costs are subject to compensation by the Seller where the defect falls under the warranty for defects.
- 5.8 Guarantee work is performed at the delivery address indicated in the Order Confirmation. More extensive repairs are carried out on the Seller's premises. The Buyer bears the costs of repairs exceeding the terms and conditions of guarantee repairs and the transportation costs.
- 5.9 The guarantee period terminates prematurely as of the time when:
 - 5.9.1 the Products have been personally repaired, without coordinating it with the Seller in writing beforehand;
 - 5.9.2 the constructions of the Product have been changed, additional equipment has and/or spare parts have been installed without coordinating it with the Seller in writing in advance.
- 5.10 If the Seller has, in spite of the Buyer's second written reminder, failed to perform its guarantee obligations under the Contract, the Buyer has the right to fix the defects of the Furniture at the Seller's expense. The Buyer must inform the Seller thereof in writing at least five (5) working days before replacing or repairing the defective Furniture and submit to the Seller a calculation of the estimated reasonable costs, giving the Seller the opportunity to remedy the defect on its own.

6 LIABILITY

- 6.1 A Party is liable for a breach of the Contract only where the Party is at fault of the breach. A Party is required to compensate only for direct pecuniary damage in the event of a breach of the Contract.
- 6.2 The Parties preclude the claiming of other damages to the maximum extent permitted by statutes and in any event the size of any damages not precluded by a statute is limited to the fee paid on the basis of the Contract.
- 6.3 The Seller is not liable for any costs or damage caused to the Buyer or a third party in connection with a delay in delivering the Products to the Buyer by the Seller, provided that the Seller is not liable for the delay (e.g. the delay arises from the Buyer's act/omission).
- 6.4 If the Seller does not hand over the Products by the agreed time and/or in the agreed place, the Buyer has the right to demand that the Seller pay a contractual penalty of 0.05% of the portion of the Purchase Price that corresponds to the share of the non-supplied Products per each day of delay in delivery until the Products have been properly handed over. The contractual penalty cannot be claimed if the delay in delivery arises from the Buyer.

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- 6.5 If the Buyer does not pay the fee agreed on in the Contract to the Seller by the due date specified in the Contract, the Buyer must pay the Seller late interest at the rate of 0.05% of the overdue sum per each day of delay in paying the fee.
- 6.6 If the Buyer does not accept the Products at the time specified in the Contract, the Buyer must pay the Seller a contractual penalty at the rate of 0.05% of the price of the Products per each day of delay in accepting the Products.
- 6.7 If the Buyer does not accept the products, the Buyer must pay a contractual penalty in the amount of 90% of the Purchase Amount of the non-accepted Products, unless the Buyer refuses to accept the Products due to Product defects and notifies the Seller of these defects.
- 6.8 Any contractual penalty claim specified in the Contract must be filed within four (4) months after the time when the person learned of the specific breach. The contractual penalty amount to be paid by the Seller cannot exceed ten per cent (10%) of the Order agreed on with the Buyer. The Parties are not liable for undue performance of the Contract if the undue performance of the Contract is caused by force majeure. 'Force majeure' means, among other things, legislation and amendments thereof, which render the performance or partial performance of the Contract impossible, export and import restrictions, a delay in the delivery of the Products caused by a supplier, restrictions imposed due to any crisis situations and pandemics (bans and restrictions imposed by states and international organisations), embargos, bans that directly affect the Seller's supply chain or the performance of the Seller's contractual obligations or that restrict the free movement of goods or persons, problems in the functioning of the supply chain or other impact that arises from such a crisis situation and circumstances that occur after the Order Confirmation and impede the execution thereof and which the Party could not reasonably foresee or prevent (hereinafter **Force Majeure**).
- 6.9 In a Force Majeure situation the Seller performs its obligations as soon as possible after the impact of such circumstances has lapsed. If the impact of force majeure on the Contract for Sale and Work lasts for over thirty (30) days, the Contract will be deemed as terminated due to the impossibility of performance. In such an event neither of the Parties has the right to demand that the other Party compensate for the damage caused by the non-performance or undue performance of the Contract. The Buyer must pay for the Work performed, unless otherwise agreed by the Parties.
- ### 7 WITHDRAWAL FROM AND TERMINATION OF THE CONTRACT
- 7.1 A Party may withdraw from the Contract or terminate the Contract on statutory grounds and in accordance with the statutory procedure and on the grounds and in accordance with the procedure established in the Contract, informing the other Party thereof at least thirty (30) days in advance.
- 7.2 In addition to the statutory grounds, the Seller can unilaterally change the deadline of performance of the Contract or extraordinarily terminate the Contract (or, where relevant, withdraw from the Contract) in the following events, thereby not following the advance notification time limit specified in clause 7.1:
- 7.2.1 the Buyer breaches such an obligation of the Contract a breach of which results in a significant delay in the performance of the Work or a rise in the cost of the Work;
- 7.2.2 the Buyer does not perform another obligation under the Contract, thereby making the performance of the Seller's obligations impossible or considerably more difficult and continues to perform the obligation also after fourteen (14) days have passed from receiving a respective written notice from the Seller;
- 7.2.3 the performance of the Contract has become impossible due to unforeseeable Additional Work requested by the Buyer; due to the acts of third parties or Force Majeure, which are likely to preclude proper performance of the Contract.
- 7.3 Upon termination of the Contract, before the Order Confirmation has been fully executed, the Seller submits to the Buyer for signature an Order Confirmation termination report that sets out the parts of the Order that have actually been executed and the cost of these parts or, where impossible, the Buyer has the right to impose the contractual penalty specified in clause 6.7. The Buyer undertakes to pay for the executed Order Confirmation.
- 7.4 A Party may terminate the Order Confirmation on the condition that more than half of the time limit of performance of the Contract has passed and informing the other Party thereof at least two (2) months in advance where the term of validity of the Contract allows for such advance notification time and by compensating beforehand by the time of termination all of the costs incurred and damage suffered by the other Party due to believing in the effectiveness of the Order Confirmation.
- 7.5 The Buyer may withdraw from the Order Confirmation and demand that the Products be taken back and that the Purchase Amount be refunded only in the event of a defect that cannot be remedied and whereby the replacement of the Product with a new Product would not render any results that would allow for using the Product purposefully and the Seller knew of the circumstances upon confirmation of the Order.
- 7.6 The Seller has, among other things, the right to withdraw from the Order Confirmation and charge a contractual penalty specified in clause 6.7 if the Buyer has not accepted the Products at the agreed time and in the agreed place and refuses to accept them within the reasonable additional time limit set by the Seller.
- ### 8 CONTRACT TERM
- 8.1 The General Conditions are effective as of their publication on the Seller's website with regard to all offers and Order Confirmations and until the due performance of all of the obligations arising from the Contract. The Seller makes the General Conditions available also via a reference thereto in the Order Confirmation or via invoices issued to the Buyer and, at the Buyer's request, as a printout or via an e-mail message.
- ### 9 MISCELLANEOUS
- 9.1 The Contract applies to all of the relationships between the Parties to the extent that it is not in conflict with the provisions of the specific contract. Each new Order annuls all of the Parties' prior oral and written agreements (except for the Special Conditions of the Sales Contract and the Special Conditions of the Contract for Sale and Work and the agreements referred to in the Special Conditions), which concern the performance of the Contract.
- 9.2 A Party agrees to notify the other Party of a change in its details without delay. Failure to notify of a change in the

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details is the risk of the Party that failed to notify thereof.

- 9.3 Notices between the Parties in connection with the Contract must be given in a form which can be reproduced in writing (letter, e-mail) to an authorised person of the Party, unless the Contract prescribes the written form. The Parties agree to respond to the notices within the shortest necessary time but not later than within two (2) working days after receiving the notice. All declarations of intent are considered as received as follows:
- 9.3.1 in the event of delivery or signature, at the respective moment;
- 9.3.2 in the event of sending by registered mail/courier, as of delivery or once five (5) days have passed from posting it;
- 9.3.3 in the event of sending by e-mail, as of the moment of sending the e-mail message, provided that the sender of the message has not received a notice of failed sending of the message.
- 9.4 Neither of the Parties may transfer the rights and obligations arising from the Contract to a third party without the prior written consent of the other Party.
- 9.5 Any disputes arising from the Contract are subject to resolution by agreement of Parties. In the event of a dispute over the non-conformity of the Work performed under the Contract for Sale and Work with the terms and conditions of the Contract, which the Parties fail to solve by agreement within a reasonable time-limit, the Parties involve an independent expert whose opinion is followed upon solving the dispute. The Parties bear the costs of the expert assessment in equal portions, unless the opinion of one Party proves to be clearly unjustified. In such an event the costs of the expert assessment are borne by the Party whose opinion proved to be clearly unjustified. If a Party unfoundedly refuses to involve an expert, the other Party can unilaterally involve an expert. In such an event the costs of the expert assessment are borne by the Party that unfoundedly refused to involve an expert. Failing agreement, the disputes are resolved in Harju District Court (first instance) in accordance with the legislation of the Republic of Estonia.