

OÜ VIVAREC

GENERAL TRADE TERMS

1. GENERAL SETTINGS

1.1 These General Trade Terms regulate the legal relations between OÜ VIVAREC, registry code 10137639 (hereinafter the Seller) and its customer (hereinafter the Buyer).

1.2 These General Trade Terms are valid from the date of issuance until revoked or updated at the Seller discretion and apply to all purchases and sales of goods, unless otherwise agreed in separate purchase and sale contracts.

2. ORDER OF THE GOODS

2.1 To order the goods the Buyer shall place an order to the Seller. Upon receipt of the order, the Seller shall prepare an Order Confirmation (hereinafter Order) in a form that can be reproduced in writing, which includes the specification of the goods, their price, the payment terms and the delivery terms of the order, and forwards it to the Seller.

2.2 The terms of the Order are binding for the Seller only if the Buyer confirms it within 1 (one) business day from the date of issuance, unless otherwise agreed in writing. If the payment terms set in the Order require a prepayment, receipt of the prepayment amount on the Seller's bank account will be deemed as the Buyer's confirmation. If a prepayment is not required, the Buyer must confirm the Order to the Seller in a form which can be reproduced in writing.

2.3 Any amendment to a confirmed Order shall be effective if both parties have agreed to it in a format which can be reproduced in writing.

2.4 These General Trade Terms shall be made available to the Buyer together with the Order. By confirming the Order, the Buyer accepts the General Trade Terms of the Seller.

3. PRICE OF GOODS AND PROCEDURE FOR PAYMENT

3.1 The Seller shall sell the goods to the Buyer at the price set in the Order.

3.2 To cancel the Order, the Buyer must pay to the Seller 50% of the goods price. The cancellation of the Order is not possible in case of non-standard goods produced specifically for the Order and such goods have to be paid 100%.

3.3 The Seller shall submit to the Buyer an invoice for the ordered goods upon arrival of the goods at the Seller's warehouse, unless otherwise agreed.

3.4 The Buyer shall pay for the goods in accordance with the payment terms set in the Order.

3.5 In the event of the Buyer not respecting the payment terms agreed in the Order resulting in an overdue payment due to the Seller, the Seller is entitled to claim from the Buyer a fine of 0.15% per day of the value of the unpaid goods for each day overdue. Interest shall be payable irrespective of whether the goods have been transferred to Buyer or not, after 21 days has passed from the arrival of goods or the invoice date. The Seller shall also be entitled to claim from the Buyer any cost related to the recovery of the overdue debt, including legal assistance.

4. TRANSFER OF GOODS

4.1 The delivery times of the goods are set in the Order. The delivery dates indicated in the Order are indicative and not binding for the Seller. The Seller engages to keep the Buyer timely informed of any delay or other circumstance affecting the arrival of the goods.

4.2 The Buyer undertakes to accept the ordered goods within 21 (twenty-one) working days after the Seller has notified their arrival. The Seller has the right to receive a fee of 10 (ten) EUR / pallet / day for storage longer than 21 (twenty-one) working days in the Seller's warehouse.

4.3 Delivery and receipt of the goods on DDP terms (Delivered Duty Paid) is at Vivarec OÜ warehouses in Tallinn or Tartu, unless otherwise agreed in the Order.

4.4 The goods shall be handed over to the Buyer, or to the person authorized by the Buyer, on the base of the Delivery Note issued by the Seller.

4.5 The risk of damage and accidental loss shall pass from the Seller to the Buyer upon transfer of the goods or at the latest after 21 (twenty-one) working days from notification of arrival in case the Buyer has not received them.

4.6 Ownership of the goods shall be transferred to the Buyer only after the full sale price of the goods has been received by the Seller. The Buyer shall bear all costs related to the payment for the goods (bank fees, etc.).

4.7 Upon delivery of the goods, the Buyer undertakes to check and ensure that the quantity and specification of the goods received is in accordance with the confirmed Order. In the event of non-conformity of the goods or in case of visible physical damages to the goods, the Buyer together with the Seller's representative shall draft an act upon receipt of the goods. Any eventual non-conformity related to the specification of the goods must be checked and communicated by the Buyer to the Seller within 5 working days from the receipt of the goods.

4.8 The Buyer is obliged to respect the instructions for storage, handling, installation and maintenance of the goods specified by the goods' manufacturer or the Seller, which the Seller shall make available to the Buyer at the latest upon delivery of the goods.

- 4.9 Should the Buyer discover, within latest 2 (two) months after receipt of the goods, any quality defect or non-conformity after unpacking the goods, the Buyer must inform the Seller before installation or usage of the goods. The Seller shall not be liable for defects that could have been detected before the installation, after the goods have been installed.
- 4.10 The Buyer is aware that goods may differ in their characteristics (color shade, measures, etc.) between different production batches. Such differences are not considered to be a deficiency of the goods and don't authorize the Buyer to raise a claim. The Buyer is aware that any sample of the goods and/or image relating to the goods included in the manufacturer's catalogues and/or websites, is purely illustrative and does not represent the final aesthetic result of the goods.
- 4.11 The Seller shall, at its sole discretion, repair, replace or take back goods non-conforming with the Order. The Seller shall not be liable for any costs incurred by the Buyer in connection with the exchange or return of the goods (including, but not limited to, costs of transport, cost of demolition and installation, cost for accessory materials connected with the installation, etc.) nor for other accessory and consequential damages. The occurrence of a non-conformity does not release the Buyer from the payment obligation.

5. WARRANTIES

5.1 The goods are covered by the manufacturer's guarantee, if the producer has such warranty for the goods in question. The guarantee is valid according to the manufacturer's guarantee terms and conditions for the duration set by the manufacturer. The manufacturer's guarantee terms and conditions are available on the manufacturer's website or can be asked from the Seller. If any defect is discovered during the guarantee period, the Buyer shall immediately notify the Seller thereof.

5.2 For installed goods, the manufacturer's guarantee is valid on condition that the goods have been handled and installed professionally and in accordance with the manufacturer's instructions, industry requirements and good practice. The guarantee on installed goods does not cover damage caused by normal wear and tear, incorrect installation, improper use, or failure to follow installation or maintenance instructions.

5.3 It is the Buyer's responsibility to use the goods for their intended purpose as declared by the manufacturer.

6 FORCE MAJEURE

6.1 Failure to perform or improper performance of the obligations deriving from the Order shall not be deemed to be a breach of the agreement if it was caused by circumstances beyond the control of the parties which could not reasonably have been taken into account (so called force majeure). Where the effects of the force majeure are temporary, the breach of the obligation shall be excusable only for the period during which the force majeure prevented from fulfilling the obligation. A Party whose performance of its obligations under the Order is prevented by circumstances of force majeure shall immediately notify the other Party in writing. The force majeure does not preclude the parties from making efforts to eliminate the

circumstances and the parties must continue to fulfill their obligations as soon as the circumstances of force majeure have passed.

7. SETTLEMENT OF DISPUTES

7.1 The purchase and sale of goods between the Seller and the Buyer is regulated by the laws of the Republic of Estonia. The Parties shall settle all disputes related to the purchase and sale of goods by negotiation. Failing agreement, the dispute shall be resolved by the Harju county Courthouse in Tallinn.

These General Terms have been approved on 1.10.2019