

GENERAL TERMS OF SALES AGREEMENTS

The following general terms of sales agreements (the General Terms) shall apply to all agreements under which products are purchased from R-Group Baltic OÜ, regardless whether such agreements are in oral, in writing, or concluded digitally (including via e-mail confirmation). The General Terms shall not apply in case the parties have excluded their applicability.

1. DEFINITIONS

1.1. In these General Terms, the following definitions shall apply:

- 1.1.1. The Buyer is the legal or natural person who purchases the Goods from the Seller in accordance with these General Terms and the agreement reached between the Seller and the Buyer;
- 1.1.2. The General Terms shall mean these general terms of sales agreements;
- 1.1.3. The Goods shall mean the products to be sold by the Seller to the Buyer in accordance with the agreement reached between the Seller and the Buyer;
- 1.1.4. The Seller shall mean R-Group Baltic OÜ, an Estonian limited liability company with the registry code 12489489.

2. OBJECT OF THE AGREEMENT

The Seller obliges to sell and the Buyer obliges to purchase the Goods indicated in the Order placed by the Buyer on the conditions provided in these General Terms. All terms and conditions are applied to every sale of goods, except for cases, when it is expressly agreed in writing regarding exemption of specific terms and conditions of the General Terms.

3. PURCHASE OF THE GOODS

The Seller obliges to sell and the Buyer obliges to purchase the Goods indicated in the Order placed by the Buyer on the conditions provided in these General Terms. All terms and conditions are applied to every sale of goods, except for cases, when it is expressly agreed in writing regarding exemption of specific terms and conditions of the General Terms.

- 3.1. The Buyer submits an order request to the Seller either by e-mail or in another manner agreed between the parties, indicating at least the specifications of the Goods requested, their quantity as well as the place of delivery. Based on the order request, the Seller shall submit an offer to the Buyer, which shall include the purchase price of the Order as well as the term of delivery. Such an offer shall remain valid within five business days from the issuance thereof, unless otherwise indicated by the Seller on the offer notice. An Order shall become binding on the Parties if the Buyer confirms the Order to the Seller by e-mail or in another manner agreed upon between the parties.

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- 3.2. The Buyer shall promptly inspect the Goods upon receipt. The inspection must be sufficiently detailed to allow the Buyer to detect any defects.
- 3.3. The Buyer is obliged to send confirmation of conformity of goods by e-mail within 14 days from receipt of goods. In case Buyer discovers a defect in the quality or quantity of the Goods, the Buyer shall notify the Seller of such defect by e-mail, but not later than within 7 business days of receipt of the Goods. The claim shall be deemed to have been duly transmitted only if The Claim Form is fully completed. It is required to provide a copy of the original shipping documents along with the return form and, where applicable, photographs / documentation of the defect in the product.
- 3.4. Tare (EUR pallets, pallet frames) should be calculated separately by each delivery sheet. In case the Buyer does not notify the Seller of deficiencies in accordance with this clause, the Buyer will not be entitled to rely on such deficiencies nor bring any claims against the Seller regarding the same.
- 3.5. The ownership of the Goods shall be deemed transferred from the Seller to the Buyer as of the moment the Buyer has completed due payment of the total purchase price for the Goods.

4. DELIVERY

- 4.1. 4.1 In the absence of an express agreement on the terms of the delivery of the Goods, the Goods shall be delivered as follows:
 - 4.1.1. In case the delivery is completed by a way of sea transportation, the delivery shall be completed according to FOB Incoterms[®] 2010, and
 - 4.1.2. In case the Parties shall use any other way of transportation, the delivery shall be complete according to FCA Incoterms[®] 2010.
- 4.2. The term of delivery shall be indicated by the Seller and approved by the Buyer in accordance with Section 3.1
- 4.3. The Buyer shall bear all taxes and duties associated with the transportation of the Goods (regardless of the agreed Incoterms[®] 2010 delivery condition used) if not otherwise agreed between the Parties.
- 4.4. The risk of accidental loss of and damage to the Goods passes from the Seller to the Buyer according to the Incoterms[®] 2010 delivery condition agreed between the Parties. If the Parties have not agreed on applying an Incoterms[®] 2010 delivery condition, the risk of accidental loss of and damage shall pass to the Buyer as of the moment the Goods are transferred to the first carrier.

5. QUALITY

- 5.1. The quality of the Goods shall correspond to the requirements of the standards applicable to the Goods according to the laws of the Republic of Estonia.
- 5.2. Where the delivered Goods do not meet the quality requirements as set out in Section 5.1 of the General Terms, the Seller shall replace the Goods not meeting the quality requirements within a reasonable period of time, except in cases the defects are insignificant or have occurred due to the fault of the Buyer or replacement is not

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possible or otherwise excluded by law. The Buyer shall not be entitled to use any other remedies against the Seller, except for the claim for replacement as provided herein, unless the Seller does not replace the Goods not meeting the quality requirements (except if replacement is impossible or otherwise excluded by law), in which case the Buyer may use remedies against the Seller in accordance with these General Terms.

6. PURCHASE PRICE

- 6.1. The purchase price of the Goods shall be indicated by the Seller in accordance with the Seller's price list as may be amended from time to time. The purchase price for a particular lot of Goods shall be indicated by the Seller upon issuing an offer for and Order under Section 3.1
- 6.2. The Buyer is obliged to pay for the Goods within five business days as of the moment of receipt of the corresponding invoice from the Seller, unless a longer term for payment is provided on the invoice.
- 6.3. The Parties may agree that the Seller shall submit a pro forma invoice or invoice for advance payment and the Buyer shall become obliged to complete the payment under such invoice in accordance with the provisions of these General Terms. Until due payment under the invoice by the Buyer, the Seller shall not become obliged to take any actions for the performance of the Order. In case the Buyer is on delay with conducting payment under preliminary invoice all other terms under the agreement will be delayed correspondingly. If the delay of the Buyer exceeds 14 days, the Seller shall have a right to unilaterally terminate the agreement immediately by way of issuing a respective notice to the Buyer.
- 6.4. The parties may agree that the Goods are to be stored at the warehouse of the Buyer or at the warehouse of a third party and that the Seller becomes entitled to issue the invoice for the Goods and Buyer becomes obliged to pay for the Goods from the moment the Buyer has withdrawn the Goods from the said warehouse. The Buyer shall notify the Seller of withdrawal of the Goods, indicating also which Goods are to be withdrawn, prior to their withdrawal. The Goods shall be withdrawn within one month from their receipt at the warehouse, if not otherwise agreed between the parties. In case the Goods have not been withdrawn within the mentioned period, the Seller will nevertheless become entitled to issue the invoice for the entire lot of the Goods as from the expiry of the said term. The Seller may also, at its sole discretion, choose to recall the Goods from the warehouse and order redelivery to the Seller at the cost of the Buyer.

7. LIABILITY

- 7.1. The Seller shall be liable only for a breach of the agreement if such breach is caused by intentional actions or gross negligence of the Seller. In any case, the Seller shall

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not be liable for a breach which arises in connection with the actions or omissions of the Seller's supplier.

- 7.2. In case the Seller breaches an obligation arising from the agreement, the Seller shall not be liable for any indirect damage sustained by the Buyer, including loss of profit, purely economic loss, whereas indirect damage shall also include damage related to claims by third parties for lost profits, purely economic loss or other indirect or consequential loss or damage of third parties presented against the Buyer. The Seller's liability related to a particular lot of the Goods is in any case limited with the purchase price as of the lot of the Goods provided on the relevant invoice.
- 7.3. In case the Buyer is on delay with paying for the Goods, it shall be obliged to pay to the Seller a default interest of 0.5% of the delayed sum per each day of delay.
- 7.4. In case of any mismatches on the invoice issued by the Seller and General Terms of Sales or contract between the Seller and Buyer, Estonian Buyers must inform the Seller within fifteen days as of the moment of receipt of the invoice from the Seller. Buyers outside Estonia must inform the Seller within thirty days as of the moment of receipt of the invoice from the Seller. The Buyer will later have no right to express disagreement to the Seller or issue claims in regard of such amendments.

8. **FORCE MAJEURE**

No party shall be liable for failure to perform its obligations (other than any payment obligations) under this agreement because of the occurrence of a force majeure event. A force majeure event shall mean any event beyond the control and without the fault or negligence of the party whose performance hereunder is delayed in consequence of such event, including, but not limited to, acts of God, expropriation or confiscation of facilities, acts of war, rebellion or sabotage, fires, floods, epidemics, communicable disease outbreak, explosions, riots, strikes, unavoidable delays in delivery or transportation, terrorism, unavoidable casualties, lightning or unusually.



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