

# SNT-GROUP EESTI OÜ - GENERAL SALES AND SUPPLY TERMS

SNT-GROUPEESTI Ü has approved these general supply terms on 9 January 2014. SNT-GROUP EESTI OÜ is later referred to as the Supplier and the buyer is referred to as the Customer.

## 1. General

These general supply terms apply if the Supplier and Customer have agreed to them in writing or in some other way.

The terms apply, provided they have not been modified in writing.

The Customer must keep information or material related to the Supplier's business confidential, and not to divulge it or share it with a third party without a specific written permission issued in advance by the Supplier.

These terms apply to products manufactured and supplied by the Supplier, and products and deliveries that the Supplier orders from third parties and supplies to the Customer.

## 2. Information and technical statistics of the product and their validity

2.1. All information relating to weights, contents, dimensions, prices, technical specifications and other details presented in brochures, the internet, letters and price lists are binding only if they have been specifically referred to in the contract.

## 3. Order confirmation and contract

3.1. The Customer's order is accepted on the basis of the Supplier's consideration. The Supplier's acceptance is indicated with an order confirmation. An offer, commitment or agreement to sell and/or deliver products becomes binding on the Supplier only when the Supplier has sent a corresponding order confirmation to the Customer. Each order accepted by the Supplier together with its corresponding order confirmation and these terms formulates a unique legally binding contract between the Supplier and the Customer. If the contract documents conflict with each other, then the following order of precedence shall apply:

- 1) These Terms and Conditions
- 2) Order confirmation
- 3) The order

## 4. Ownership and user rights, transfer thereof

A product manufactured by the Supplier or procured at the Supplier's cost, required for the manufacture of the ordered product, remains the Supplier's property, unless the contract or section 4.2 dictate otherwise.

4.2. The ownership of the product transfers to the Customer when the invoiced product has been paid for in full.

4.3. The Supplier is not required to reveal its technical knowhow with respect to the manufacture of the product. All industrial rights with respect to the manufacture and product belong to the Supplier.

4.4. During manufacture, the Supplier sees to the storage and insurance of the product at its own cost.

4.5. If the order or part thereof is cancelled, the Customer is obliged to pay for the product regardless of the reason for the cancellation. Should the contract end prematurely, or if the number of orders remains lower than anticipated, the Customer must purchase, at cost price, the products, materials and raw materials which remain in the Supplier's storage and were manufactured specifically for the Customer.

4.6. Deliveries between the Supplier and the Customer are executed at the Customer's risk and cost.

## 5. Delivery terms and delivery time

### The Customer's delay

5.1 Incoterms 2010 "Ex Works" (EXW) applies, unless otherwise agreed. The Supplier may arrange the delivery at the Customer's cost and risk, if agreed.

5.2 The delivery time is agreed separately. The agreed delivery time can only be altered by mutual agreement.

5.3. If there is a threat of the delivery being delayed owing to a reason within the Customer's control, the Customer is not entitled to refuse the delivery. Considered caused by the Customer is a delivery interruption for a reason mentioned later in section 10. Delivery date is the date on which the goods are made available for the Customer to collect, as per the delivery terms, or are handed over in some other mutually agreed way.

6.2 The payment term complies with the contract. If a payment term has not been mutually agreed, the invoice falls due within 7 days of the delivery date. An overdue invoice attracts overdue charges from the due date, as per the current Interest Act.

6.3 The seller must settle the invoice despite a pending reclamation, unless otherwise agreed.

## 7. Quantity and quality of supply - reclamation

7.1 The Customer must inspect the delivery without delay. A reclamation concerning quantity or quality must be issued in writing within 14 day of the goods being delivered. The reason(s) for reclamation must be explained in detail.

7.2. When delivering products that are printed with the Customer's text, logo or other identifier, the delivery can only exceed or fall short of the agreed quantity by a maximum of 10 per cent, without the delivery being considered to infringe the contract. The invoice is rectified to correspond with the actual volumes delivered.

## 8. Force majeure

8.1. For instance the following reasons are considered force majeure, if they occur after the contract has become valid, and prevent the contract from being executed or make it significantly harder to execute; Industrial dispute, fire, war, mobilisation, or other unexpected large scale military manoeuvres, requisition, confiscation, currency restrictions, rebellion and tumult, shortage of vehicles, general shortage of products, abandoning major working copies or tools, restrictions of motive power and errors in a

subcontractor's supply resulting from the reasons mentioned earlier in this section, or delivery delays, or some other similarly important and unusual reason beyond the parties' control.

## **9. Price change**

9.1 If the delivery costs with respect to raw materials, currency exchange, customs, taxes, statutory fees or other factors beyond the Supplier's control alter materially in a way that could not have been foreseen when setting a price for the product, the Supplier may alter the delivery price to correspond with the costs.

## **10. Cancelling a deal, interrupting deliveries, liability for compensation**

10.1. If either party neglects the terms of the contract materially, the innocent party can rescind the contract in writing either fully or in part, and demand compensation for direct damages resulting from the neglect, up to the sum corresponding with the actual damage.

10.2. If the Customer neglects the payment terms, the Supplier has the right to interrupt the deliveries temporarily and demand that the outstanding sums are paid without delay.

## **11. Erroneous deliveries and the Supplier's liability for damages**

11.1. If material specifications have been set in the contract for the delivery, the absence of which prevents the Customer from using the product in a way intended, or if the product contains a hidden error or fault, which can be considered to be the Supplier's fault, the Supplier can meet its commitments by delivering to the original delivery address, free of charge, a corresponding repaired or new product.

11.2 The Customer must return faulty products according to the Supplier's instructions. The return takes place at the Supplier's risk and cost.

11.3 The Supplier's responsibility only covers faults that appear when the product is being used correctly and in accordance with the contract terms. It does not concern faults that result from the Customer's selection of structure and materials, the Customer's defective maintenance, incorrect installation or repairs, or an amendment that was performed without the Supplier's written permission, or normal deterioration with wear and tear.

11.4 The Supplier does not compensate for the cost incurred by the Customer when sorting and rejecting faulty products or items.

11.5 The Customer is responsible for checking each product upon receiving it. If the Customer fails to do so, they lose the right to refer to a fault that the product may contain. The demand for compensation must be made in writing. Any faults must be reported to the Supplier within 30 days of the delivery. If it is obvious in the circumstances that it has not been possible to detect the damage resulting from the fault within the time limit, a demand for compensation may be considered even if it arrives late. Warranty period in all cases is six months from the date of the delivery.

11.6. The Supplier's responsibility to compensate the Customer for direct damage caused by a faulty, delayed or missing delivery is in all cases restricted, at most, to the value of the faulty, delayed or missing product or delivery, or the total price of a delivery. The Supplier is in no circumstance liable for indirect damage possibly suffered by the Customer.

11.7 Further to the previous, the Supplier is not responsible for any other expense, damage or loss to the Customer or a third party.

## **12. Product liability**

12.1 The Supplier's liability for damage caused by the supplied product to an individual or private property complies with the Product Liability Act. The parties must ensure that their product liability is insured. Where satisfactory solution cannot be reached, any contractual disputes and associated factors are heard by a court in the Supplier's place of domicile.

## **13. Small order surcharge**

For orders under € 5.- (excl. VAT), we charge a small order surcharge € 5.-.

Tallinn 9th January 2014.

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