

# F-TKO OÜ Term and Conditions for the Sale of Products

## 1. Definitions

- 1.1. “**Buyer**” means the entity to which Seller is providing Products or Services under the Contract.
- 1.2. “**Contract Price**” means the agreed price stated in the Contract for the sale of Products, including adjustments (if any) in accordance with the Contract.
- 1.3. “**Contract**” means either the contract agreement signed by both parties, or the purchase order signed by the Buyer and accepted by the Seller in writing, for the sale of Products together with these Terms and Conditions, and Seller’s order acknowledgement.
- 1.4. “**Products**” means the supplies, and other goods Seller has agreed to supply to the Buyer under the Contract.
- 1.5. “**Seller**” is the F-TKO OÜ (Estonian registry code 12246924) and all the individuals and entities that work for the company, as well as all person for whom the company might me held liable.
- 1.6. “**Terms and Conditions**” means these “General Terms and Conditions for the Sale of Products”, together with any modifications or additional provisions specifically stated in Seller’s final quotation or specifically agreed upon by the Seller in writing.

## 2. Application

- 2.1. These Terms and Conditions shall apply to all contracts for the supply of the Products the Seller and shall supersede any terms unless the Seller expressly states in writing that a separate contract or alternative terms and conditions shall apply to govern the purchase transaction.
- 2.2. Any and all general terms and conditions of the Buyer are herewith expressly excluded, also in case these exclude the applicability of other general terms and conditions.
- 2.3. No deviation of these General Terms and Conditions shall be valid unless it is agreed and confirmed in writing.
- 2.4. Should any clause that forms part of these conditions be void, then all other conditions will remain in force to the fullest extent and the parties shall replace the void clause by a clause that as much as possible resembles the void clause.

## 3. Offers and contracts

- 3.1. Offers made by the Seller are non-binding and without obligation unless otherwise indicated in written form, including e-mails.
- 3.2. Binding offer shall be in force for 10 calendar days.
- 3.3. The Buyer shall not be entitled to suspend any of its obligations under this contract, in connection with (allegations of) non performance by the Seller of its obligations under this or any other contract.

## 4. Payments and collection charges

- 4.1. Prices are specified on the Seller’s written offer or if written offer is not made then in the valid price list of the Seller.
- 4.2. Where the Buyer does not (timely) comply with its payment obligations, an annual interest of 24% will be charged on any outstanding amounts, calculated per day from the due date of the invoice until full payment is received.
- 4.3. The Buyer may pay the price for Products and any costs associated with the delivery of Products in the following way:
  - 4.3.1. In advance - based on an invoice issued by the Seller, which is payable within 14 days of the invoice date. The parties consider the invoice to be a request for payment.
  - 4.3.2. Post-delivery – providing the credit terms are approved by the Seller, the payment has to be made within the maturity period specified on the respective invoice.
- 4.4. The Buyer shall have no rights of set-off against any amounts payable to the Seller.
- 4.5. If the Buyer fails to (timely) comply with its obligations, any and all judicial and extra-judicial costs which may arise in connection therewith shall be borne by the Buyer.
- 4.6. The payment is deemed to be made when the entire invoiced amount is credited to the Seller’s account.
- 4.7. Each party will be responsible, for identifying and paying all taxes and charges that are imposed on that party upon or with respect to the transactions and payments under the Contract.

## **5. Retention of title**

- 5.1. Until the full payment of the entire purchase price and any other financial claims of the Seller's against the Buyer, the Products are owned by the Seller, and the Buyer is not entitled to handle them in any way, dispose of them or burden them with third-party rights. The payment needs to be in accordance with the contract's clause 4.6.
- 5.2. This retention of title extends to the Products after having been processed, changed or co-mingled and also applies to any moneys or other value (to be) received by or on behalf of the Buyer in respect of these Products.

## **6. Force Majeure**

- 6.1. The Seller shall not be liable for non-fulfilment of its obligations occasioned by circumstances beyond their control in the term of Force Majeure.
- 6.2. The Seller shall not be liable for any costs and/or consequences applicable to the Buyer, whether direct or indirect, and which costs and/or consequences shall be entirely for the account of the Buyer.

## **7. Transfer of the risk of Damage**

- 7.1. The risk of damage of the Products is transferred to the Buyer either at the moment of their handover to the Buyer or at the moment of their handover to their first carrier whichever happens sooner.
- 7.2. If the shipping or acceptance of the delivery is delayed at the Buyer's request or for reasons which the Seller cannot influence, the risk of damage to deliveries is transferred to the Buyer at the moment when the deliveries are supposed to be handed over to the Buyer or shipped from the Seller according to the original schedule. From that moment, the deliveries will be stored and insured at the Buyer's risk and expense.

## **8. Inspection of Goods**

- 8.1. The Buyer shall inspect the goods upon delivery. Where goods are damaged the Buyer shall notify the Seller within 5 calendar days.
- 8.2. The Seller shall replace free of charge, the Products damaged or lost in transit upon receiving notice to that effect from the Buyer.

## **9. Liability**

- 9.1. Except for gross negligence or intentional fault on the part of the Seller, all and all liabilities of the Seller are fully excluded.
- 9.2. If, for whatever reason, there would be liability on the part of the Seller, then such liability shall in any case not extend to any indirect and/or consequential damages whatsoever.
- 9.3. Any and all claims towards the Seller will automatically lapse if such claim is not notified to the Seller in writing within one week from the date upon which the Buyer became aware, or should reasonably have become aware, of the existence of any such claim.
- 9.4. Notwithstanding the above, claims with respect to delivered Products will in any case lapse upon the expiry of a period of three months following the date of delivery.
- 9.5. The Seller's maximum liability under any Contract (whether expressed as an indemnity or otherwise), except for death or personal injury (for which liability shall be unlimited), in contract, tort or otherwise in connection with any Contract shall not exceed the value of the Contract Price in respect of any loss. "Loss" here means the aggregate of all losses or damages including interest thereon (if any) and any costs (including legal costs) suffered or incurred, directly or indirectly by the Buyer and any related party under or in connection with any Contract.
- 9.6. The Seller shall not be liable for any indirect, economic or consequential loss or damage arising from or in connection with any Contract.

## **10. Warranty**

- 10.1. The Seller warrants that all products manufactured by the Seller shall, at the time of sale, comply with applicable Seller specifications

- 10.2. The Buyer warrants that all information, documents, samples, et cetera provided to the Seller is/are correct, complete and reliable.
- 10.3. The Buyer warrants that the Buyer and all individuals and entities that work for or in cooperation with the Buyer comply with statutory safety, health and environmental regulations.
- 10.4. The warranty granted above shall extend directly to the relevant party and not to the party's customers, employees, agents or representatives.

## **11. Buyer's inability to pay**

- 11.1. If the Buyer fails to effect timely payment of its debts or compounds with his creditors, or if the Buyer is subject to measures which can be taken under the applicable law in relation to debtors who are unable or unwilling to pay all their debts, or if the Buyer were to fail to perform its payment obligations under any agreement with the Seller, the Seller will be authorized to terminate any and all of the Contracts with the Buyer, and/or to suspend the Buyer's obligations thereunder, this without prejudice to any of the Seller's remaining rights under any contract with the Buyer.
- 11.2. If a circumstance as described in the preceding paragraph should occur, the Seller will also be entitled to reclaim the documents with immediate effect or to take back the Products forthwith and set off the revenue from the sale of these documents and/or Products against the Seller's debt. Any costs incidental thereto will be for the Seller's account.

## **12. Applicable law and jurisdiction**

- 12.1. The relation between the Seller and the Buyer will be governed by the Estonian law.
- 12.2. In case a dispute should arise between the Seller and the Buyer, the *Harju Maakohus* will have exclusive jurisdiction to deal therewith.

## **13. Notices.**

- 13.1. All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in written form (including emails) and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing

## **14. Personal Data Protection**

- 14.1. The Buyer provides the Seller with personal data of its representatives. All data provided by the Buyer are stored and protected against misuse and will not be provided to any third party unless the Buyer grants consent to it.
- 14.2. Buyer's data may be used only by the Seller and its group companies and only for statistical purposes and direct communication with the Buyer, as well as for the purposes of sending marketing communications.
- 14.3. By accepting the Terms and Conditions, the Buyer agrees to the collection and use of personal data of its representatives.
- 14.4. The Buyer has the right to withdraw its consent to the processing of personal data at any time by written notice.
- 14.5. The Buyer acknowledges that it is obliged to inform the Seller without undue delay about any change in its personal data.

Valid from 29 July 2022