

## **Exmet Services OÜ standard terms and conditions of contract of sale**

These standard terms and conditions of contracts of sale of goods (hereinafter: standard terms and conditions) of Exmet Services OÜ (hereinafter: Exmet or seller) shall be an integral part of the contract of sale (hereinafter contract) and/or offer (hereinafter: offer) of goods and shall set out the mutual rights and obligations of Exmet as the Seller and the buyer.

### **1. General provisions**

1.1. The standard terms and conditions shall apply to transactions in which Exmet and the buyer have not agreed upon otherwise in writing in the contract or appendices thereto.

1.2. Unless provided otherwise in the contract, references to a specific clause, subclause or appendix shall be construed as references to the respective clause, subclause or appendix to these standard terms and conditions.

1.3. The headings used in the standard terms and conditions are intended solely to facilitate referencing and shall not be taken into consideration in defining, interpreting or limiting the provisions of the contract and the standard terms and conditions.

1.4. Where the context so requires, words in singular shall include the plural and vice versa.

1.5. Failure to exercise a right or a late exercise of a right due to the standard terms and conditions or the law shall not constitute a waiver of that or other rights. A single or partial exercise of a right arising from the standard terms and conditions or the law shall not prevent the subsequent exercise of the same right or other rights.

1.6. The rights and obligations described in the contract, the offer and the standard terms and conditions shall be cumulative and shall not preclude any right or obligation provided by law or otherwise.

1.7. If any provision of the standard terms and conditions is determined to be invalid, unlawful or unenforceable in whole or in part, this shall not affect the validity, lawfulness or enforceability of other provisions of the standard terms and conditions. Partial or total invalidity, unlawfulness or unenforceability of one or several provisions of the standard terms and conditions or the declaration of the total or partial invalidity, unlawfulness or unenforceability of such a provision or such provisions shall in no way affect the validity, lawfulness or enforceability of the contract, the offer or other provisions of the standard terms and conditions.

1.8. Each clause of the standard terms and conditions shall be interpreted together with other clauses of the respective standard terms and conditions, the contract or the offer, based on the meaning and purpose of the standard terms and conditions.

2. Object of contract

2.1. Exmet shall sell and the buyer shall purchase goods and services offered by Exmet in accordance with the specifications confirmed between the buyer and Exmet in the contract or the offer and under the terms and conditions set out in the standard terms and conditions.

3. Sale of goods pursuant to the contract or offer and delivery to the buyer

3.1. The sale of goods to the buyer shall take place pursuant to the contract to be signed by the authorised representative of Exmet, on the one side, and by the authorised representative of the buyer, on the other side, except in the case specified in clause 3.2 of the standard terms and conditions.

3.2. Exmet may sell and the buyer may purchase products and services without entering into a contract if the seller submits an offer to the buyer in writing or in a format which can be reproduced in writing, taking into account the following.

3.2.1. A sales offer made to the buyer by Exmet (offer) shall be binding on the parties if the buyer has accepted it in a format which can be reproduced in writing (acceptance). Amendments or supplements made to the sales offer by the buyer shall be binding on Exmet if Exmet has accepted them in a format which can be reproduced in writing. In this case, the amended/supplemented offer shall be deemed to be binding on both parties and the original offer shall be deemed to be invalid.

3.2.2. By acceptance, the buyer shall give the seller their consent for the purchase of goods under the terms and conditions set out in the offer (hereinafter: confirmation)

3.2.3. In order to receive an offer, the buyer shall submit an order or query to the seller, indicating the following in the order:

- a) the name, specification and quantity of the goods or services to be purchased;
- b) the requested delivery terms and time of delivery of the goods or services to be purchased;
- c) special terms and conditions imposed by the buyer, including special terms and conditions for the packaging and transport of the goods, if any.

3.2.4. The offer shall include the following terms and conditions:

- a) the date on which the offer was drawn up (the date of an offer sent by e-mail shall be the date on which the e-mail was sent);
- b) the name, specification, quantity and price of the goods or services to be sold pursuant to the offer;
- c) the period of validity of the offer (if not indicated, the provisions of clause 3.2.6 of the general terms and condition shall apply);
- d) delivery terms and times of delivery for the goods or services to be sold pursuant to the offer;
- e) other special terms and conditions imposed by the seller.

- 3.2.5. Depending on the type of goods or the information presented to the seller by the buyer prior to drawing up the offer, the information included in the offer may differ from the provision of clauses 3.2.1–3.2.4 of the standard terms and conditions.
- 3.2.6. Unless provided otherwise in the offer, the offer shall be valid for 24 hours from the moment of submission. The offer shall not be binding on Exmet if the buyer has not sent a confirmation to Exmet within the specified term.
- 3.2.7. Exmet reserves the right to not submit an offer for any reason.
- 3.2.8. Unless provided otherwise in the offer, the standard terms and conditions shall apply to the offer.
- 3.3. The seller shall have the right to offer goods and services via a special digital ordering platform, which is subject to the terms and conditions established for the offer described in clause 3.2 of the standard terms and conditions and elsewhere, unless agreed otherwise in the terms of use of the ordering platform.
- 3.4. The goods to be sold shall be delivered to the buyer in accordance with FCA Incoterms 2010, unless the parties have agreed otherwise.
- 3.5. Exmet may offer or mediate to the buyer transport service for goods and deliver the goods to a location specified by the buyer. The buyer shall be obligated to pay to Exmet the price of transport service when paying for the goods, unless agreed otherwise in the offer.
- 3.6. The delivery date of the goods shall be valid and binding on the parties, provided that the delivery of goods specified in the contract or the order to the buyer or making thereof available in the seller's warehouse is not prevented due to the circumstances specified in clauses 11.1–11.3 of the standard terms and conditions or the activities or omissions of third parties, incl. authorities and officials, or a delay in performing activities included among their duties. In this case, the delivery date of goods shall be extended by the number of days during which the seller is unable to perform their obligations to the buyer due to the circumstances specified in clauses 11.1–11.3 of the standard terms and conditions or circumstances arising from third parties.
- 3.7. The risk of accidental destruction of and damage to goods shall transfer from the seller to the buyer upon the transfer of the possession of goods in accordance with clauses 3.9–3.11 of the standard terms and conditions.
- 3.8. The ownership of goods shall transfer from the seller to the buyer after full payment for the goods unless the parties have agreed otherwise in the contract.
- 3.9. The seller shall deliver the goods to the buyer at the buyer's agreed delivery address or to the carrier of goods at the seller's location.
- 3.10. The representative of the buyer or the carrier of goods shall confirm the delivery of goods with their signature and their given name and surname in legible handwriting on the delivery note, invoice or instrument of delivery and receipt of goods or in a respective digital form (digital delivery note).
- 3.11. In the event that, upon the sale of goods, the buyer fails to accept the goods at the date (dates) specified in the contract or the offer and in the location set out in the contract

or the offer, it shall be deemed to be a delay in the acceptance of goods by the buyer. A delay in the acceptance of goods by the buyer shall not release the buyer from the payment of the sales price by the agreed deadline. In the event of a delay in the acceptance of goods by the buyer, the seller shall have the right to withdraw from the contract and require the buyer to compensate for damage (incl. the cost of storing the goods) incurred due to delaying with the acceptance of goods. The seller shall have the right to charge a fee of one (1) euro per stored tonne per day for storing the goods that have exceeded the agreed deadline.

3.12. If the seller delivers the goods to the buyer at the place of delivery specified in the contract, the buyer shall be obligated to unload the goods from the vehicle within one hour from the arrival of the vehicle, unless the parties have agreed on a longer unloading period. If the buyer delays with unloading the goods, the seller may charge the buyer an idle fee in accordance with the rates established by the seller or the transport company.

3.13. The seller reserves the right, at its own discretion, to insure the goods or assign invoices not paid by buyers to credit institutions (factoring), unless the parties have agreed otherwise in the contract.

#### 4. Compliance of goods with the terms and conditions of the contract

4.1. Exmet confirms that the quality of goods meets the requirements and terms and conditions established in the Republic of Estonia by legislation and set out in the certificate of conformity and certificate of quality of the goods.

4.2. Upon the acceptance goods, the buyer shall be obligated to verify the compliance of goods with the terms and conditions of the contract, the certificate of conformity and the certificate of quality.

4.3. The seller shall forward the certificate of conformity or certificate of quality to the buyer electronically to the e-mail address indicated by the buyer no later than within three (3) working days after the receipt of a respective request from the representative of the buyer. In the event that the buyer requests a certificate of conformity or certificate of quality on paper, Exmet shall issue thereof for an additional fee. The fee for issuing a paper document shall be one (1) euro per page.

4.4. Upon the acceptance of goods, the buyer shall be obligated to verify the compliance of goods with the certificate of conformity and certificate of quality as well as the compliance of goods in terms of quantity and assortment and, in the event of discovering a difference or unacceptable discrepancies, immediately notify the seller thereof and indicate the deficiency or noncompliance in the seller's delivery note or, in the absence thereof, in another document certifying the delivery and acceptance of goods or submit the respective information to the seller's e-mail address without delay. In the event that a deficiency or assortment noncompliance cannot be discovered and recorded immediately, the buyer shall do so at the first opportunity. Noncompliance of goods with

the certificate of conformity and certificate of quality (hidden defects) shall be reported to the seller no later than within thirty (30) calendar days after the acceptance of delivery or part thereof. If a deficiency or assortment noncompliance is discovered, the seller shall be notified immediately but no later than within seven (7) calendar days from the acceptance of goods. If the discrepancy is unacceptable, the seller shall be obligated to eliminate the deficiency or assortment noncompliance within a reasonable time without causing additional costs to the buyer, provided that the goods sold are returned to the seller in the same form and condition that they were in at the moment of sale (i.e. they have not been cut, bent, altered, welded, etc. by the buyer). The extent of the seller's liability shall be limited to the cost of substandard goods.

4.5. If, according to the legislation or the contract, a different manufacturer's warranty period is applicable to the goods, the buyer shall be obligated to notify the seller of the noncompliance of goods during the warranty period given to the goods by the manufacturer or from the moment that the buyer became aware of the noncompliance.

4.6. The seller shall not be obligated to accept the complaints if the deadline for submitting complaints set out in clause 4.4 of the standard terms and conditions or the warranty period of goods has expired or the buyer has submitted an inaccurate description of the deficiency of goods or the deficiency cannot be proven.

5. Credit limit applicable to the buyer

5.1. Taking into account the buyer's solvency and financial position, the seller may offer a credit to the buyer when purchasing goods and services.

5.2. In the event of a credit limit, the seller shall deliver goods to the buyer without requesting an advance payment, unless agreed otherwise.

5.3. In the event of exceeding the credit limit, the seller shall have the right to suspend the delivery of new goods to the buyer until such time that the goods have been fully paid for and the debt, including fine for late payment and other fees, has been settled.

5.4. In order to obtain and maintain credit limit, the buyer shall be obligated to issue to the seller, at the seller's request, their balance sheet and income statement signed on paper or digitally by the legal representative of the legal entity at least twice (2) a year. The seller shall have the right to use the balance sheet received only for calculating the credit limit. The seller shall be obligated to maintain the confidentiality of the content of the buyer's balance sheet.

5.5. The seller may use insurance to secure the credit limit. When using insurance, the seller may request the buyer to submit the balance sheet and income statement and other data required by the insurer directly to the insurer.

5.6. The seller shall have the right to unilaterally cancel the credit limit and unilaterally cancel the contract without adhering to the term for advance notice in the following cases:

5.6.1. the buyer refuses to issue the data to the seller in accordance with clauses 5.4 and 5.5 of the standard terms and conditions;

- 5.6.2. the buyer has become insolvent, or reorganisation or bankruptcy proceedings have been initiated against them;
- 5.6.3. liquidation or compulsory dissolution proceedings have been initiated against the buyer;
- 5.6.4. the buyer has exceeded the credit limit and has not paid the invoice issued within thirty (30) calendar days from the due date indicated in the invoice;
- 5.6.5. the buyer has not exceeded the credit limit but has failed to pay the invoice within thirty (30) calendar days from the due date indicated in the invoice;
- 5.6.6. the buyer has been in delay with paying (the) invoice(s) at least twice (2);
- 5.6.7. a factoring company has closed the credit limit for the buyer or is refusing to factor invoices not received from the buyer due to a reason arising from the buyer;
- 5.6.8. there are other circumstances not specified above on the basis of which it may be suspected that the buyer is unable to perform its obligations to the seller.
- 5.7. The seller shall have the right to unilaterally reduce the buyer's credit limit if the buyer's financial indicators or solvency have deteriorated or circumstances specified in clause 5.6 of the standard terms and conditions arise or a factoring company reduces the buyer's limit.
- 5.8. The seller shall have the right to unilaterally increase the buyer's credit limit if the buyer's financial indicators and solvency have improved and there are no circumstances specified in clause 5.6 of the standard terms and conditions.
- 5.9. The seller shall notify the buyer of the cancellation or amendment of the credit limit in a format which can be reproduced in writing.

## 6. Invoicing for goods

- 6.1. The seller shall sell goods to the buyer in accordance with the price(list) specified in the contract or the offer.
- 6.2. The buyer shall pay for the goods pursuant to an invoice received from the seller. The seller shall submit an invoice to the buyer by e-mail to the buyer's e-mail address indicated in the contract or mail it to the buyer's postal address or hand it over to the person accepting the goods upon delivery. Upon an agreement of the parties, the seller shall submit an e-invoice to the buyer.
- 6.3. Unless the contract provides for a different deadline, a buyer who has been granted a credit limit shall be obligated to pay the invoice within thirty (30) calendar days. A buyer who has not been granted a credit limit shall be obligated to pay the invoice as an advance payment prior to the picking of goods. The invoice shall be paid by a bank transfer and in euros to a bank account specified by the seller. The invoice shall be deemed to be paid once the amount indicated in the invoice is received in the seller's bank account.
- 6.4. The payment order for the payment of the invoice shall include the buyer's business name, the invoice number being paid, and the buyer's customer number and reference number, if any.

6.5. In the event that the invoice is overdue, the seller shall have the right to require the buyer to pay a fine for late payment of 0.15% (zero point fifteen percent) per day for each day of delay until the payment of the invoice in full.

6.6. In the event that the buyer is more than thirty (30) calendar days late in paying the invoice, the seller shall have the right to assign the claim against the buyer to a debt collection company or another person interested in acquiring the debt claim. In this case, the buyer shall be obligated to cover all the costs directly or indirectly related to the assignment of the claim.

6.7. If the buyer has exceeded the payment deadline at least twice (2) during the period of validity of the contract, the seller shall have the right to unilaterally terminate the contract without adhering to the term for advance notice set out in clause 8.3 of the standard terms and conditions.

6.8. In a situation where the buyer fails to pay an advance payment to the seller for goods, the seller shall have the right to require the buyer to provide a bank guarantee. In the event of a failure to provide the required bank guarantee or if it does not comply with the terms and conditions established by the seller, the seller shall have the right to refuse to sell the goods and terminate the contract without adhering to the term for advance notice set out in clause 8.3 of the standard terms and conditions.

6.9. The buyer shall not have the right to refuse to pay the invoice in part or in full due to a noncompliance of goods. In the event that the noncompliance existed upon the transfer of the risk of accidental destruction of and damage to the goods, the seller and the buyer shall agree on compensation for such goods separately.

6.10. If the payment amount is not sufficient to perform all the obligations, the obligations shall be satisfied in the following order:

6.10.1. costs, incl. debt recovery costs, incl. collection and procedural costs;

6.10.2. compensation for damages;

6.10.3. fine for late payment;

6.10.4. interest (instalment and other such interest);

6.10.5. principal debt.

7. Amendments to the contract and standard terms and conditions

7.1. The contract may be amended by an agreement between the seller and the buyer, and amendments to the contract shall be valid only if they are made in writing and signed by the seller and the buyer, excl. in cases provided by law and in the event that the amendment of the terms and conditions of the contract arises from legislation in force in the Republic of Estonia.

7.2. The buyer shall review the proposal to amend the contract made by the seller within fourteen (14) calendar days from the day following the date of receipt of the amendment proposal. If the buyer has not presented a written objection to the amendment proposal submitted by the seller within this time, the buyer shall be deemed to have agreed to the amendments.

7.3. The seller shall have the right to unilaterally amend these standard terms and conditions by notifying the buyer thereof at least fourteen (14) calendar days in advance on their website [www.services.exmet.ee](http://www.services.exmet.ee) or in some other manner specified by the seller. In addition to the notification, the new version of the standard terms and conditions and entry into force thereof shall be published on said website. If the buyer does not agree with the amendment to the standard terms and conditions, the buyer shall have the right to cancel the contract pursuant to the procedure provided in clause 8.3 of the standard terms and conditions, having previously performed all the obligations arising from the contract to the seller.

## 8. Validity of the contract

8.1. A contract entered into separately between the seller and the buyer shall enter into force upon its mutual signing and shall be valid for a term of one (1) year, unless agreed otherwise in the contract.

8.2. The contract shall be automatically renewed for the same period, unless one of the parties has sent a written notice to the other party that they do not intend to renew the contract at least thirty (30) calendar days prior to the expiry of the term of the contract. The number of extensions of the contract in such a way shall not be limited.

8.3. The parties shall have the right to cancel the contract at any time by notifying the other party thereof in writing at least thirty (30) days in advance.

8.4. Upon the expiry or termination of the contract, the buyer shall be obligated to pay all the amounts due to the seller no later than the last day of validity of the contract.

8.5. Unless provided otherwise in the contract, all amounts due to the seller from the buyer shall become due for the purposes of clause 8.3 of the standard terms and conditions on the last day of validity of the contract, regardless of their original due date.

## 9. Settlement of disputes

9.1. All disputes and disagreements arising from the performance of the contract or the offer shall be attempted to be resolved by way of good faith negotiations between the parties.

9.2. If no agreement is achieved, the dispute shall be settled in Harju County Court in accordance with the legislation in force in the Republic of Estonia.

## 10. Liability

10.1. The seller and the buyer shall perform the obligations arising from the contract and the sales transaction entered into on the basis of the offer in good faith, complying with the standards and practice and due diligence inherent in such business relationships.

10.2. The parties shall be liable for wrongful non-performance or improper performance of their obligations. The seller shall not be liable for indirect damage caused to the buyer, unless provided otherwise by mandatory legal norms or arising from the contract.

Notwithstanding the provisions of this clause, the extent of the seller's liability shall never exceed the value of the contract or offer.

## 11. Force majeure

11.1. Non-performance or improper performance of obligations arising from the contract by a party shall be excusable if the party breached the obligation due to force majeure. Force majeure is a circumstance which the party could not influence and, in accordance with the principle of reasonableness, could not be expected to take into account, avoid or overcome the circumstance or consequence that prevented it at the time of entry into the contract.

11.2. A party whose activities in the performance of the obligations arising from the contract are hindered due to force majeure shall be obligated to notify the other party thereof in writing no later than within two (2) calendar days from the occurrence of the specified circumstances and present a document certifying the occurrence of force majeure at the request of the other party.

11.3. If the effect of force majeure is temporary, the breach of contract shall be excusable only for the period during which force majeure prevented the performance of obligations arising from the contract. The performance of obligations arising from the contract shall be postponed due to force majeure for a maximum of ninety (90) calendar days, but not longer than until the circumstances caused by force majeure cease to exist or consequences are eliminated. If the effect of force majeure lasts for more than ninety (90) days, the parties shall have the right to cancel the contract without advance notice.

## 12. Authorised representatives

12.1. In an appendix to the contract, the parties may list the authorised representatives of the buyer who have the right to place orders with the seller on behalf of the buyer, receive information from the seller with regard to the order and performance of contract, receive and accept offers from the seller, accept goods and file complaints with the seller on the noncompliance of the goods or on deficiencies in the goods.

12.2. In an appendix to the contract, the parties may also list the authorised representatives of the seller who have the right to accept orders and complaints from the buyer and make offers to the buyer.

12.3. A party shall be obligated to notify the other party of the expiry of the right of representation of a person included in the list of authorised persons without undue delay in a format which can be reproduced in writing.

12.4. The legal representative of the party or the authorised representative of the party shall notify the other party of the addition or deletion of authorised persons with a digitally signed notice. The powers of the authorised representative shall commence or expire on the working day following the receipt of the respective notice sent to the other party.

## 13. Final provisions

13.1. Notices between the parties shall be sent in unattested written format or in a digitally signed format, excl. notices informative in nature that can be sent in a format which can be reproduced in writing or over the phone, unless provided otherwise in the contract or the standard terms and conditions.

13.2. The unattested written format of notices, orders, complaints, amendment proposals, acceptance, etc. specified in the contract and standard terms and conditions can always be replaced by a digitally signed format. This is provided that it is sent to the e-mail address of the parties specified in the contract.

13.3. The buyer may place an order and the seller may submit an order in a format which can be reproduced in writing by e-mail, provided that this correspondence always takes place via the e-mail address of authorised persons of both parties set out in the contract.

13.4. Upon the delivery of a notice against a signature, the notice shall be deemed to have been delivered on the date of signature. Upon delivery of a notice through a post office, it shall be deemed to have been delivered as of the date specified in the notice of delivery.

13.5. Notices shall be sent to the postal address or e-mail address of the parties specified in the contract.

13.6. A party whose details specified in the contract have changed shall be obligated to notify the other party thereof immediately.

13.7. The contract and the offer, excl. the standard terms and conditions, and information sent by one party to the other party upon the performance of a sales transaction taking place pursuant to the contract and the offer shall be confidential and the parties shall be obligated to not disclose or otherwise make it available to third parties without the prior written consent of the other party, except in cases set out in the legislation of the Republic of Estonia. However, disclosure of information to a company together with whom a party forms a group for the purposes of the Commercial Code as well as to an auditor, lawyer or credit and financial institution of the party shall not be deemed to be a breach of the duty of confidentiality, provided that they are also bound by the confidentiality obligation. Disclosure of information to a third party to whom the seller assigns a claim against the buyer in accordance with the procedure provided in the standard terms and conditions shall not be deemed to be a breach of the duty of confidentiality.