



General Terms and Conditions of Composite Eesti OÜ

General Terms and Conditions

1. These General Terms and Conditions (hereafter referred to as the General Terms and Conditions) apply to all offers, price lists and order confirmations issued by Composite Eesti OÜ, registered in the Commercial Register with the registration code 12893865 (hereinafter referred to as the Supplier), and to all Contracts concluded between the Supplier and any, including any potential buyer (hereinafter the "Buyer"). The Supplier accepts Purchase Orders for any products and/or services only under these General Terms and Conditions. The General Terms and Conditions form a part of the Contract as of the moment when the Contract is concluded between the Supplier and the Buyer.
2. "Order Confirmation" means the Supplier's confirmation that the Supplier is selling or supplying the products and/or services referred to in the Order Confirmation to the Buyer, which is provided in writing or in a format which can be reproduced in writing. "Purchase Order" means a written or oral order from the Supplier to purchase products and/or services from the Supplier.
3. A contract legally binding on the Contractor and the Buyer (hereinafter referred to as the "Contract") is deemed to be concluded only if the Supplier issued Order Confirmation in response to the Purchase Order.
4. The Supplier is entitled to cancel its offers and price lists at any time before the conclusion of the Contract between the Supplier and the Buyer without notice.
5. Purchase Orders cannot be cancelled, and withdrawal of products and / or services for a fee cannot be required. The Purchase Order is binding on the Purchaser and is open for acceptance to the Supplier during the period of validity specified in the Purchase Order, or if the term of validity is not specified in the Purchase Order, within 90 days from the date of issuance thereof. Unilateral cancellation of the Purchase Order by the Buyer within the term specified during the above terms is invalid if the Order Confirmation does not indicate



conditions related to the price or other details of the Supplier's offer that differ from the conditions of the Supplier's offer at the time of submission of the Purchase Order. In the latter case, the Buyer is obliged to inform the Supplier immediately of its cancellation, but not later than on the next calendar day after the receipt of the Order Confirmation. If the Buyer has not submitted its cancellation notice in due time, the Contract shall be deemed to be concluded under the conditions specified in the Order Confirmation.

6. If the Buyer has entered into a Contract with the Supplier, it is deemed that the Buyer has accepted these General Terms and Conditions as an integral part of the Contract. Unless explicitly agreed otherwise by the Supplier in writing, the General Terms and Conditions shall take precedence over the General Terms and Conditions specified or referred to by the Buyer in respect of different or additional provisions.

B. Prices

1. No price offered, published and reported by the Supplier is binding, and it may be amended at any time without notice, in particular, to cover the Supplier's additional costs due introduction of any import taxes or any other state or national fees or taxes. If the proposed prices are changed after the Buyer has submitted its Purchase Order, the Buyer has the right to withdraw from the Purchase Order in accordance with the terms of clause A.5 above.

2. No price offered includes taxes or packaging and transport costs, and they are based on the Ex Works principle in accordance with the terms of Incoterms 2010.

3. Invoices including the applicable taxes and fees shall be submitted for the goods and services sold. If the Supplier agrees to the Buyer's wish to deliver the products without calculating taxes or fees, the Buyer shall bear full responsibility and risk for such supplies and the corresponding documents drawn up by the Supplier. The Buyer shall indicate the request for the non-calculation of such taxes and/or fees in its Purchase Order or shall prepare it in writing after the conclusion of the Contract. The Supplier delivers the products or services to the Buyer and submits to the Buyer an invoice for the delivery in which the non-calculation of taxes is taken into account, only if the consent has been provided in the Order Confirmation for non-calculation of taxes or if the Buyer's request has been answered in writing after the conclusion of the Contract. The Buyer is obligated to compensate the Supplier for all the taxes,



expenses and penalties of the Supplier arising from the incorrect or incomplete submission of documents or information or any other problems related to such taxes and/or fees, unless such errors or circumstances have been caused by the Supplier itself intentionally or through gross negligence.

C. Payment terms, reservation of ownership

1. All payments must be made in accordance with the Order Confirmation. The sale price of the products and / or services must be received by the Supplier at the latest by the due date, provided that the maximum payment date is 14 days from the date of receipt of the invoice by the Buyer (unless stated otherwise in the invoice). The Supplier has the right at any time to request a partial or full advance payment and/or to secure a deposit for receipt of the payment in any other way.
2. The payment obligations of the Buyer under any Contract shall not be affected by any disputes arising from any Contract, including circumstances beyond the Supplier's responsibility, or notices by the Buyer regarding any claims in terms of any supplies.
3. The Supplier has the right to claim interest on late payments of 0.5% per day, calculated from the due date to the actual payment date. The Buyer is also required to bear all court fees and extra-judicial collection costs. The provisions of this Clause (C.3) are additional to the Supplier's other rights under any law or any Contract.
4. The right of ownership of the products delivered by the Supplier shall not be transferred to the Buyer before the Buyer has paid the full sale price of the product.
5. All amounts payable by the Buyer to the Supplier must be transferred to the bank account indicated on the invoices by the Supplier. The Buyer's obligation is deemed to be fulfilled if the amount due has been received on the Supplier's invoice.

D. Delivery

1. All deliveries under the Contract shall be subject to the terms and conditions of the Incoterms 2010 as established by the International Chamber of Commerce (including any amendments and additions made therein) and all other specific delivery conditions specified in the Order Confirmation. In the case of any inconsistency between the terms and conditions of



the Incoterms and the provisions of the Contract, the Contract (including the General Terms and Conditions) shall prevail.

2. The Supplier makes every effort to deliver the products and/or services by the date indicated in the Order Confirmation. The Supplier is liable for non-timely delivery only if it is caused deliberately or through gross negligence. The Supplier has the right to make deliveries by instalments.

3. The weights and measures defined by the Supplier will prevail if it is not proven that they are incorrect.

4. In the case of bulk cargos, a claim for the quantity delivered may be made only if the difference in net weight or quantity exceeds 5%.

5. The Buyer is required to verify the quantity and quality of the products and/or services as soon as they are delivered by the Supplier.

E. Risk

1. The risk of accidental damage and destruction will be transferred to the Buyer upon delivery by the Supplier.

F. Packaging

1. If it is stated in the Order Confirmation that the product packaging remains in the ownership of the Supplier or is to be returned to the Supplier or if other similar provisions are included in the Order Confirmation, such packaging will remain in the Supplier's possession in any case and the Buyer is obliged to deliver it at its own expense and risk at the place indicated by the Supplier, empty of the ordered products, and inform the Supplier of the date of return of the packaging. The Buyer is required to compensate for the packages that are not returned in good condition and within a reasonable time according to the substitute fees specified by the Supplier.



2. Packaging and packaging materials to be returned through package collection organizations (organizations holding corresponding state licenses) are subject to relevant laws and regulations as well as collection rules of these organizations. Package collection fees paid by Composite Eesti OÜ do not apply to the packaging and packaging material of other legal and private individuals and to collection thereof. In case packaging and packaging materials that have not been acquired along with the goods and supplies of goods of Composite Eesti OÜ have been handed over to package collection organizations on behalf of Composite Eesti OÜ, the relevant person is required to pay the costs immediately. The additional costs incurred in the event of noncompliance of the packaging with collection rules, excessive availability of residual materials in packaging, rusty, dirty or damaged packaging and packaging materials, inadequate storage thereof, etc., will also be borne by the person who caused it.

G. Damage

1. The Buyer is required to inform the Supplier explicitly in writing if any part of the products and/or services is not supplied or if an inspection reveals any visible damages in the products that the Buyer should have noted during the delivery upon a reasonable inspection. Such notice shall be attached to any statements in the delivery note whereby the Buyer refuses to accept the delivery or confirms the receipt of the delivery, and must be provided within five days from the date of the offer to supply such products and/or services. If the Supplier does not receive such a notice within the specified period, all products and/or services are deemed to have been delivered in agreed quantities and without visible damage.

H. Health risk and safety

1. The Buyer is required to inform the Supplier explicitly in writing if any part of the products and/or services is not supplied or if an inspection reveals any visible damages in the products that the Buyer should have noted during the delivery upon a reasonable inspection. Such notice shall be attached to any statements in the delivery note whereby the Buyer refuses to accept the delivery or confirms the receipt of the delivery, and must be provided within five days from the date of the offer to supply such products and/or services. If the Supplier does not



receive such a notice within the specified period, all products and/or services are deemed to have been delivered in agreed quantities and without visible damage.

I. Warranty

1. The Supplier warrants that the products and/or services supplied under the Contract are in conformity with the Supplier's technical specifications applicable at the time of delivery. The Supplier does not provide any other direct or indirect warranties for any product or service. All warranties applicable to any laws or regulations, including warranties of marketability and suitability for a particular purpose, are expressly excluded.

J. Defective products

1. Within 5 (five) days of receipt of the product and/or service, the Buyer is required to notify the Supplier in writing of any non-compliance with the specifications or any other defects that could not be detected during a reasonable inspection at the time of delivery. If the Buyer fails to provide such notice within this time limit, it is deemed that it has accepted the products and/or services and has waived any requirements arising from non-compliance with the agreed specifications.

2. If the Buyer has transmitted the notice by the deadline in accordance with clause J.1 and the products and/or services do not comply with the specifications at the time of delivery, the Supplier is obligated, at its own expense, to replace the returned non-compliant products with the same quantity of products corresponding to the specification or, on the Supplier's choice, to repay to the Buyer the amount paid for the returned products non-compliant with the specifications. In the case of non-compliant services, the Supplier is required to provide the services again in such a way as to ensure their compliance with the specifications.

K. Limitation of liability

1. The Supplier's liability for any defects in quality of any products and/or services delivered under these General Terms and Conditions, regardless of whether such liability arises from the terms of any Contract or any non-contractual obligations is limited to the provisions of clause



J.2. Under no circumstances will the supplier be liable for any indirect damages, regardless of how they are incurred (among other things the Supplier is not responsible for the loss of income). However, the Supplier is liable if it breached the obligation intentionally or with gross negligence.

L. Force Majeure

1. The Supplier shall not be liable for any failure to comply with the terms and conditions laid down in any Order Confirmation or the Contract, or elsewhere, or for any delay in compliance, if the failure or delay is due to circumstances beyond the control of the Supplier, including (a) strikes, malfunctions, (b) lack or shortage of raw materials or auxiliary materials; (c) transportation problems; (d) if the Supplier is not itself the manufacturer of the product sold to the Buyer, non-delivery of the relevant product for any reason by the Supplier's usual supplier or the modification of the product in any way by the manufacturer that was not foreseen by the Supplier at the time of the submitting the offer, price offer, or Order Confirmation.

M. Confidentiality

1. All technical, marketing, economic and other information and data on the business of the Supplier, including formulas, product specifications, services, plans, programs, processes, products, costs, activities and customers that may be communicated to the Buyer, its affiliates, management or employees during the performance of the Contract, is deemed to be the Supplier's confidential property which the Buyer is not permitted to use otherwise than in the interests of the Supplier for the purpose of performance of the Contract and which may not be disclosed to third parties, including government agencies or other entities, without the prior written permission of the Supplier, during the term of the Contract and after that. All such information provided by the Supplier to the Buyer in writing or in any other physical form shall, at the first request of the Supplier, or upon termination of the Contract, be returned.

2. If the Buyer is in any way in breach of the above obligation of confidentiality, including, but not limited to, disclosing confidential information to third parties without the prior written permission of the Supplier or using confidential information in any manner that is not directly related to the performance of the Contract, the Supplier shall be entitled to claim contractual



penalty in the amount of 100 000 EUR (one hundred thousand euros) for each violation, as well as compensation for any damage caused by the Buyer.

N. Applicable law and dispute settlement

Applicable law and dispute settlement

1. All contracts and documents covered by these General Terms and Conditions are subject only to the law in force in the Republic of Estonia.
2. Any disputes arising from any contracts or documents to which these General Terms and Conditions apply shall be submitted only to courts of competent jurisdiction of the Republic of Estonia for resolution.
3. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG, 1980) is expressly precluded.