

General Terms & Conditions of Sale of Osäuhing Puidukoda (10207067)

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1. GENERAL PROVISIONS

1.1. This document, i.e. the General Terms and Conditions of Sale of Osäuhing Puidukoda (hereinafter referred to as the General Terms & Conditions), shall be applied by Osäuhing Puidukoda as the seller (hereinafter referred to as the Seller) when selling goods or services to buyers (hereinafter referred to as the Buyer).

1.2. These General Terms & Conditions form an integral part of the Contract. The General Terms & Conditions shall also apply to any other contracts between the parties (e.g. barter transactions) entered into after the conclusion of the Contract on the basis of which the Buyer acquires goods or services from the Seller.

1.3. In the event of conflict between the Contract documents, the special terms and conditions and the Contract documents referred to therein shall prevail over the General Terms & Conditions. The special terms and conditions of the Contract shall take precedence over any other Contract document referred to in the special terms and conditions. A Contract document concluded later in time shall have priority over a Contract document concluded earlier in time.

1.4. The Seller reserves the right to change the General Terms & Conditions by publishing the relevant information on its corporate website on the internet.

2. GENERAL REQUIREMENTS FOR BUYER

2.1. The Buyer confirms that at the time of placing the order the Buyer:

2.1.1. is consistently solvent and financially sustainable, and is not the subject of any insolvency proceedings (including, but not limited to, bankruptcy or reorganisation proceedings);

2.1.2. there are no legal or other proceedings pending against the Buyer which could jeopardise the Buyer's ability to properly perform the Contract;

2.2. In the event that the circumstances relating to the Buyer change and any of the Buyer's confirmations given in the preceding clause 2.1 are no longer valid at the time of placing the order, the Buyer undertakes to inform the Seller thereof immediately. In such a case, the Seller shall be entitled to require the Buyer to provide sufficient security to ensure performance of the Buyer's obligations under the Contract.

3. PLACING ORDERS

3.1. A purchase order binding on the parties (Order) is deemed to have been placed when the Buyer places an order for goods or services via the sales portal on the Seller's website or in any other manner that can be reproduced in writing.

3.2. An Order shall be considered submitted on the sales portal when the Confirm button is clicked or it is sent by e-mail or letter. A submitted Order cannot be unilaterally cancelled/terminated and is subject to execution, unless the Parties agree otherwise in a format that can be reproduced in writing.

4. TERMS & CONDITIONS OF DELIVERY OF GOODS

4.1. The Seller must deliver the goods and/or service within the delivery period set out in the confirmed order.

5. QUALITY AND ENVIRONMENTAL REQUIREMENTS

5.1. The goods and/or service delivered by the Seller must fully comply with all quality requirements agreed in the Contract and the requirements established in the Republic of Estonia for the goods or service.

5.2. The goods and the production of the goods must comply with all environmental and other requirements applicable in the Republic of Estonia and be safe for both people and the environment.

5.3. The rules established for the aforementioned goods also apply to the service, to the extent that they are applicable by nature.

6. TRANSFER OF POSSESSION AND OWNERSHIP OF GOODS AND DEEMING THE SERVICE PROVIDED

6.1. Possession of goods shall be transferred to the Buyer in accordance with the provisions of the Contract and/or the Order. The goods must be delivered to the Buyer free from any rights of the Seller or any third party.

6.2. The risk of accidental destruction of or damage to the goods is transferred with the goods. If a delivery clause has been agreed, the risk of accidental destruction of or damage to the goods and the risk of loss of or damage to the goods is transferred in accordance with the delivery clause.

6.3. Unless otherwise agreed, the sale of goods is subject to reservation of ownership.

7. INSPECTION OBLIGATION

7.1. The Buyer shall inspect the goods within a reasonable time after receiving possession of them. As a rule, a reasonable period is deemed to be three (3) days from the date of receipt of the goods by the Buyer.

7.2. The Parties to the Contract do not expect the Buyer to be able to detect all defects in the goods during the inspection, especially hidden defects or defects that cannot be detected immediately as a result of a normal reasonable inspection of the goods at the time of acceptance of the goods.

8. NOTIFICATION OF DEFECTS

8.1. If any visible transport damage becomes evident upon receipt of the goods by the Buyer, the Buyer shall make a respective note on the accompanying document of the goods.

8.2. The Buyer shall notify the Seller of any other defects within a reasonable time by sending the Seller a complaint about the defects of the goods. As a rule, a reasonable period for notification of a defect is three (3) days from the discovery of the defect. Any claims concerning financial complaints shall be submitted to the Seller in writing within 14 days. The 14 days will start from the day the Buyer should reasonably have noticed the defect.

8.3. After receiving a complaint, the Seller generally has the right to inspect the defective goods and to submit a statement of objection within a reasonable period of time. As a rule, a period of seven (7) days is considered reasonable.

9. PRICE, INVOICES AND PAYMENT

9.1. The Buyer of the goods undertakes to pay the Seller a fee (price) for the goods or service after the order has been duly completed. The fee is paid on the basis of the Seller's invoice, which refers to the order for the goods or services that is the basis for the delivery of the goods and the Seller's accompanying document.

9.2. The due date for payment of the Seller's invoices for goods or services is set out in the special terms and conditions or another Contract document.

9.3. The Seller may demand an advance payment if necessary.

10. LIABILITY

10.1. The Seller shall be liable for ensuring that the goods or service supplied comply with the terms of the order and the Contract in terms of type, quantity and quality, including suitability for their intended use, and comply with the requirements arising from legislation and relevant standards and norms. The Seller guarantees that the goods are packaged and marked in accordance with the requirements effective in the Republic of Estonia.

10.2. Only direct material damage is subject to compensation under the contract. The Seller is liable only for the cost of the material, not for labour and other costs.

11. APPLICABLE LAW AND JURISDICTION

11.1. The Parties shall apply the laws of the Republic of Estonia. The Parties shall attempt to resolve any disputes by way of negotiations. Failing agreement, the dispute shall be finally resolved either in the court of location of the Seller or in the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn on the basis of the rules of the Arbitration Court.