

General terms and conditions of sale of the private limited company Puidukoda (10207067)

This document has been published and is available on the website of the private limited company Puidukoda at <https://www.puidukoda.eu/en>

1. GENERAL PROVISIONS

1.1. The general terms and conditions of sale of the private limited company Puidukoda (hereinafter the General Terms) apply to the sale of goods by the private limited company Puidukoda as the seller (hereinafter the Seller) to buyers who are legal persons (hereinafter the Buyer).

1.2. The General Terms are an integral part of the sales contract (hereinafter the Contract). The General Terms also apply to any other contracts between the parties (such as barter transactions) entered into after the conclusion of the Contract under which the Buyer acquires goods or services from the Seller.

1.3. In the event of any conflict between the contract documents, the special terms and conditions set out in the Contract (hereinafter the Special Terms) and the contract documents referred to therein prevail over the General Terms. The Special Terms of the Contract take precedence over any other contract document referred to in the Special Terms. A contract document concluded later in time has priority over a contract document concluded earlier in time.

1.4. The Seller reserves the right to amend the General Terms at any time by publishing the relevant information on its website on the Internet.

2. GENERAL REQUIREMENTS FOR THE 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 ongoing legal or other proceedings 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event that the circumstances relating to the Buyer change and any of the Buyer's confirmations given in clause 2.1 is no longer valid at the time of placing the order, the Buyer undertakes to inform the Seller thereof immediately.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 is entitled to require the Buyer to provide sufficient security to ensure the performance of the Buyer's contractual obligations.

3. PLACING ORDERS

3.1. A sales order that is binding on the parties (hereinafter Order) is deemed to have been placed when the Buyer submits an Order for goods or services by email, through the sales portal on the Seller's website, or by any other means that can be reproduced in writing.

3.2. If the Order is placed via the sales portal, the Order will be deemed submitted after pressing the 'Confirm' button or sending it by email. An Order that has been placed cannot be cancelled or terminated unilaterally and will be subject to execution unless the parties agree otherwise in a form that can be reproduced in writing.

4. CONDITIONS FOR THE DELIVERY OF THE GOODS

4.1. The Seller must deliver the goods and/or services on the delivery date set out in the confirmed Order.

4.2. Delivery terms for the goods: Incoterms ® 2020 Delivery clause to be agreed between the parties in the Special Terms or in the order confirmation.

4.3. The delivery of the goods to the Buyer is verified by the signature of the Buyer or the representative of the carrier on the invoice/delivery note or the transport consignment note.

5. QUALITY AND ENVIRONMENTAL REQUIREMENTS

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

5.2. The Seller's quality descriptions, certificates, installation instructions, and other documentation relating to the goods and/or services (hereinafter the Quality Requirements) are published on the Seller's website <https://www.puidukoda.eu/en>. The Buyer confirms that they have read the Quality Requirements when placing the Order.

5.3 Due to the technology in use, the Seller is allowed the following tolerances on the finished goods:

5.3.1. Allowed variation in length: ± 10 mm, and ± 50 mm for products with end tenons; variation in thickness: ± 0.5 mm; variation in width: ± 0.5 mm;

5.3.2. Allowed variation in moisture content: $16 \pm 2\%$, for drier material: $10 \pm 2\%$;

5.3.3. The allowed deviation from sorting rules: up to 5% of the number of pieces.



5.4. For some profiles, the allowed tolerances may differ from the above rates. In the event that the allowed tolerances on the profile drawing sent to the Buyer differ from the rates given in the General Terms, the tolerances on the profile drawing are taken as a basis.

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

6. THE TRANSFER OF POSSESSION AND OWNERSHIP OF GOODS AND CONSIDERING A SERVICE PROVIDED

6.1. The possession of the goods is 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 possession of the goods. If a delivery clause has been agreed on, 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.

7. THE OBLIGATION TO INSPECT AND REPORTING DEFICIENCIES

7.1. The quantitative and qualitative acceptance of the goods takes place upon the delivery of the goods on the basis of the accompanying documents. The Buyer must visually inspect the goods upon receipt, and in the case of defects, immediately submit to the Seller the relevant notes and photographs of the defects, as well as make the relevant notes on the transport documents before the driver leaves.

7.2. The Buyer reports any other defects to the Seller within a reasonable period of time by sending a complaint to the Seller about the defect. The Buyer is obliged to submit complaints to the Seller about the quantity and quality of the goods within 30 (thirty) calendar days at the latest and complaints about latent defects within 6 (six) months from the date of receipt of the goods. The Seller is not obliged to take into account any later claims. The Buyer's complaint about the quality of the goods is justified only if the goods have been stored and used in accordance with good practice and generally accepted requirements.

7.3. After receiving a complaint, the Seller generally has the right to inspect the defective goods and to submit an objection within a reasonable period of time. Generally, up to fourteen (14) days is considered a reasonable period.

8. PRICE, INVOICING, AND PAYMENT

8.1. The Buyer of the goods undertakes to pay the Seller a fee (price) for the goods or services after the Order has been duly completed. The basis for the payment of the fee is the Seller's invoice, which refers to the order of the goods or services and the Seller's accompanying document.

8.2. The due date for the payment of the Seller's invoices for goods or services is set out in the Special Terms or another contract document.

8.3. In the case of late payment, the Buyer is obliged to pay, in addition to the price of the goods, interest in arrears of 0.1% (zero point one per cent) of the unpaid amount for each day of delay. The Seller will grant the Buyer credit (goods for which payment has not been made), to be agreed separately in the Special Terms. The Buyer is not entitled to credit if the total of the Seller's outstanding amounts on the invoices submitted from the Buyer to the Seller exceeds the credit limit. If the credit limit is exceeded, the goods are issued to the Buyer on the basis of advance payment. If the Buyer is in debt to the Seller for the goods or in arrears with the payment for previous orders, the Seller is under no obligation to deliver new goods until the debt is paid, or is entitled to require the Buyer to pay in advance for the goods ordered. The ownership rights to the goods will pass from the Seller to the Buyer with the full payment of purchase price of the goods (reservation of ownership).

9. LIABILITY

9.1. The Seller will be responsible for ensuring that the goods or services supplied comply with the terms and conditions of the Order and the Contract in terms of type, quantity, and quality, incl. that the goods are suitable for the intended use and comply with the requirements arising from legislation and the relevant standards and norms. The Seller guarantees that the goods are packaged and marked in accordance with the requirements in force in the Republic of Estonia.

9.2. Only direct material damage is eligible for compensation under the Contract. The Seller is only responsible for the cost of the material, not for labour and other costs.

10. FORCE MAJEURE CIRCUMSTANCES

10.1. In the event that the fulfilment of the obligations of the parties in good faith and in a timely manner is hindered by circumstances which the party could not control and in the case of which the party could not reasonably have been expected to take into account or avoid such a circumstance or overcome the circumstance or its consequences at the time of the conclusion of the Contract – in particular strikes, power cuts, restrictive



PUIDUKODA
WOOD FOR LIFE

ROSE
GROUPE

governmental laws or regulations, riots, sabotage, insurrection, war, forces of nature, an extraordinary increase in the price of raw materials or the prolongation of delivery periods –, the party will not be required to perform the relevant obligation during the period of delay and is entitled to perform it within a reasonable time after the obstacle has ceased to exist or to waive the obligation. Force majeure only relieves parties from obligations, the performance of which is directly prevented by the force majeure event.

11. LAW GOVERNING THE CONTRACT AND JURISDICTION

11.1. The parties apply the law of the Republic of Estonia. The parties will attempt to resolve any disputes by negotiations. If this is unsuccessful, the dispute is finally settled either in the court of the Seller's place of residence or in the Court of Arbitration of the Estonian Chamber of Commerce and Industry in Tallinn on the basis of the rules of the Court of Arbitration.