

## **STANDARD CONDITIONS FOR DELIVERY OF AS SAKU METALL UKSETEHAS**

### **1. SCOPE OF APPLICATION**

These conditions for delivery shall be used in transactions between AS Saku Metall Uksetehas (hereinafter referred to as the Contractor) and its customers (hereinafter referred to as the Contracting Entity).

### **2. PROCEDURE OF TRANSACTION**

The offer presented by the Contractor to the Contracting Entity on the bases of an order submitted by the Contracting Entity, shall remain valid during the term specified in the offer. In case no term of validity is specified in the offer, it shall remain valid during 21 days as of the receipt of the offer by the Contracting Entity. Drawings, calculations and other documents that are related to the offer shall belong in the ownership of the Contractor. The Contracting Entity (the recipient of the offer) shall neither have a right to use these materials without the consent of the Contractor nor forward the information which they contain to third parties.

The agreement based on the proposal as to the amount of a fee shall be deemed to be entered into force after the Contracting Entity has accepted the order that is based on the offer of the Contractor, signed it and returned one copy of it to the Contractor. The Contracting Entity, by endorsing the order by its signature, shall agree with data specified in the order, which shall be deemed to be final and shall not be amended.

In other cases (including in the case when the order of the Contracting Entity differs from the offer of the Contractor), the agreement shall be deemed to be entered into force after reaching an agreement between the parties and after conclusion of the respective agreement pursuant to the procedure provided in this clause.

### **3. MAIN CONDITIONS OF DELIVERY**

#### **3.1. Delivery time**

If not agreed otherwise, the time of delivery shall commence as from the latest event out of the following events:

- entry into force of the agreement;
- receipt of the agreed payment guarantee or the advance payment by the Contractor;
- receipt of the information that is inevitable for delivery.

#### **3.2. Delivery term**

A normal delivery term shall be EXW Saku str. 13 Tallinn ("INCOTERMS 2010").

If Contractor shall perform installation, then the Contracting Entity shall prepare openings pursuant to the dimensions and tolerance as specified in the table 42:T3 "Wall Openings" of sub-section 42.51 of the "TarindiRYL2000 Loadbearing Structures and Building Shells" (in the case of the most used quality class "2", the highest allowed deviation in a dimension of wall opening is +/-5mm).

To ensure the safety of the installation of a slide-up door to the predetermined opening as well as the high quality of the work, the Contracting Entity shall prepare before the installation a floor surface with a tolerance of +/- 5 mm at a gauge length of least 1 m in the work zone of the door installation. The work zone of the installation is an area within the building with a width of the opening of the door and a depth of the height of the door + 2 m.

#### **3.3. Liability**

A liability for preservation of the goods shall be transferred upon transfer of the goods to the Contracting Entity or upon transfer of the goods to the transporter, unless the parties have agreed otherwise.

If the goods cannot be transferred pursuant to the agreed delivery time and this is caused by the Contracting Entity or other circumstances outside the control of the Contractor, then the liability for preservation of goods shall be transferred to the Contracting Entity as from the moment when the Contractor has performed all that the Contractor had to perform pursuant to the agreement in order to transfer the goods.

Upon installation of own locks and closing systems to the fire-resistant products that are delivered by the Contractor, the Contracting Entity shall only use products that have an equal fire resistance class with the delivered goods.

The Contractor shall not be held liable for dimensional and constructional changes in a constructional opening that becomes evident after dismantling of the existing opening filler and is caused by unforeseeable circumstances after the conclusion of agreements.

The Contractor shall not be held liable for damages caused to soffits of openings by dismantling and installation of opening fillers and shall not perform their finishing works, including plastering works.

The Contractor shall not be held liable for damages caused to power systems and other communication utility lines (water, gas, sewerage, etc.) by dismantling and installation of opening fillers if the Contracting Entity has failed to provide the Contractor with a documentation concerning the location of power systems and other communication utility lines that are located near the opening.

### **3.4. Guarantee**

The guarantee conditions of Contractor shall apply in respect of the sold goods, unless agreed otherwise.

### **3.5. Characteristics of goods**

The Contractor shall be liable for the quality and other characteristics of goods to the extent specified in the agreement and in other information which the Contractor has provided in writing only in respect of a particular transaction. The quality of materials and products used by the Contractor shall conform to the requirements of the manufacturing factory. The requirements concerning products are specified in "the Declaration of Conformity of the Opening Filler Products" of the manufacturing factory.

Contractor shall not guarantee the identity of colours and surface structures of its products if such differences are caused by changes in materials and technologies that are introduced by the suppliers of those materials and components. Upon ordering of opening fillers, which colour surfaces shall be identical with products that have been produced during previous periods, the Contracting Entity shall have a right to examine the samples of materials that characterise the colour surfaces.

The allowed even camber of the outside and inside surface of a metal door's leaf on the vertical and horizontal axis of the leaf shall be 3mm in respect of glued types of doors and 6mm in respect of not glued types of doors per 500mm.

The Contracting Entity shall be liable for correctness of the conditions for use of the goods.

**WARNING! The product and its fasteners are electrically conductive and may become electrically energised after completion of the installation works. It is recommended that an entrepreneur performing electrical works earths the product after completion of the installation works.**

### **3.6. Exceeding the term for the performance of the agreement**

In case the Contractor foresees, before the expiry of the term for the performance of the contractual obligations, that it is not able to perform the assumed obligations by the agreed deadline, then the Contractor shall be obligated to immediately inform the Contracting Entity thereof in writing, state the reason for delay and set a new term for the performance of the obligations.

### **3.7. Price of the transaction**

The price of the transaction shall be the price, in which the Contracting Entity and the Contractor have agreed upon and which shall be specified in the order that is signed by the Contracting Entity and the Contractor.

### **3.8. Term for payment**

The term for payment (7 calendar days) shall commence as from the date of issue of the invoice by the Contractor, unless the parties have otherwise agreed in an agreement.

### **3.9. Adjustment of the price of the transaction**

The Contractor shall have a right to adjust the price if the exchange rates, customs duties or charges, fees or other taxes in public law that are outside the control of the Contractor change before making of the payment by the Contracting Entity. Upon changes in the exchange rates, the exchange rates on the day of payment as determined in the manner referred to above and the exchange rates on the day of entry into force of the Agreement

(the date of confirmation of the Order) shall be compared. If a different exchange rate is agreed upon by the competent authority after the day of entry into force of the Agreement (the date of confirmation of the Order), then this exchange rate shall be used instead of the exchange rate on the day of entry into force of the Agreement (the date of confirmation of the Order). In case the payment for the transaction is not made by the term for payment and if the exchange rate change after the expiry of the term for payment, then a new price of the transaction, according to the new exchange rate, shall be determined. A copy of the payment order shall not be regarded a payment in this context.

### **3.10. Contractual penalty**

Upon exceeding the term for payment, the Contractor shall have a right to demand a fine for delay in the sum of 0,1% of the amount due per each day delayed, but not more than 7,5% of the value of the delayed delivery, unless the parties have otherwise agreed in the agreement. The Contractor shall additionally have a right to demand a compensation for the expenses incurred for collection of payments. If the delivery is delayed at the fault of the Contractor, then the Contracting Entity shall have a right for compensation in the sum of 0,1% of the value of the delayed delivery per each day delayed, but not more than 7,5% of the value of the delayed delivery, unless the parties have otherwise agreed in the agreement. The Contractor shall have the right to net off all claims against the Contracting Entity against the prepayment paid to the Contractor by the Contracting Entity or the amounts due by the Contractor to the Contracting Entity.

### **3.11. Payment guarantee and the advance payment**

If the parties have agreed upon in respect of issue of the payment guarantee or perform of the advance payment, then these shall be issued or made before handing over of the goods in stock or, in the case of goods that have to be ordered, before commencement of the production. Upon delayed receipt of the advance payment or upon changing of data and/or conditions by the Contracting Entity after signing of the order by the Contractor and the Contracting Entity, the Contractor shall have a right to perform the order pursuant to its production schedule and the Contracting Entity shall have an obligation compensate the Contractor for all works performed before changing of the presented data and/or conditions and the expenses that are related to those changes.

The Contractor shall have a right to demand payment of the whole contract sum also after the receipt of the payment guarantee or the advance payment if the Contractor has a reason to believe that the whole contract sum or part of it remains unpaid by the Contracting Entity. The Contractor shall have a right to delay the deliveries until making of the delayed payments and issue of the acceptable payment guarantee. The Contracting Entity shall have no right for compensation for delays for such reasons.

### **3.12. Reclamations and reparation of defects**

During handing over the goods, the Contracting Entity need to check over the goods and in case of damages of package or product, the Contracting Entity need to make mark to CMR or in to instrument of delivery and receipt.

When the delivered goods are found to have deficiencies during guarantee, then the Contracting Entity shall be obligated to immediately, but not later than within 5 working days as of detecting defect, inform the Contractor thereof in writing. With written form need to be added photos or video from defect. In such case and provided that the deficiency was not caused by acts or omissions of the Contracting Entity, the Contractor shall have an obligation to eliminate the deficiencies that have arisen in respect of the goods for free. If this proves to be impossible, then the Contractor shall have an obligation to replace such goods with goods conforming to the requirements, provided that the replacement of goods would not lead to fundamental changes when compared to the initial agreement.

### **3.13. Delivery and storage of the goods**

The storage of goods on the territory of the Contractor shall be payable as from the second week after the delivery date. The Contracting Entity shall accept finished goods at the agreed time and in the agreed location. The Contractor's obligation to deliver the goods to the Contracting Entity shall consist of preparing the goods for handing over to the Contracting Entity and notifying the Contracting Entity thereof. The goods prepared for

handing over to the Contracting Entity shall be stored at the Contractor's finished products' warehouse at Saku tn 13 and the Contracting Entity shall pick up the goods at the agreed time. As of the second week of storage of the goods after the agreed date of delivery of the goods, a fee shall be charged for storage of the goods in the territory of the Contractor. A storage fee of 0.5% per day of the cost of the goods shall be charged for storage as of the second week. In the event of delayed receipt of the goods by the Contracting Entity, the Contractor may issue an invoice for the fulfilled order including overdue charges and storage fees. If the Contracting Entity fails to pick up the goods within more than 30 days, the Contractor may cancel the contract and claim payment of a contractual penalty in the extent of up to 50% of the cost of the goods.

#### **3.14. Storage of the goods after delivery of the order**

After receipt of the goods, the Contracting Entity shall observe the conditions of storage of the goods. Galvanized and painted elements may not be stored in outdoor conditions in a tightly sealed package over one week. The products shall be protected from direct exposure to the sun and from precipitation; accumulation of water and moisture between the elements shall be prevented. The products shall be stored at least 20 cm above the ground. In the case of prolonged storage, the rules of storing galvanized elements shall be observed – the elements shall be separated from one another with an aeration gap created. If the packaging is damaged by moisture (incl. condensed moisture), the tapes, plastic, and paper shall be removed within one week.

### **4. PREMATURE CANCELLATION OF THE AGREEMENT**

#### **4.1. The right of the Contracting Entity to prematurely cancel the agreement**

If the delivery of the Contractor fundamentally differs from the agreement and the deficiency will not be eliminated or new goods conforming to the agreement delivered on the bases of a written notice of the Contracting Entity, within the agreed period of time, the Contracting Entity shall have a right to cancel the agreement between the parties. If the delivered goods do not constitute a reason for premature cancellation of the agreement, but which are produced or acquired especially for the Contracting Entity according to its instructions and desires and provided that the Contractor cannot use such goods in other manner without a remarkable loss, the Contracting Entity shall be obligated to purchase the goods.

#### **4.2. The right of the Contractor to prematurely cancel the agreement**

If the Contracting Entity fails to make payments specified by the agreement, pursuant to the procedure provided in the agreement, in a timely manner and the delay is significant and is not dependent on the Contractor, the Contractor shall have a right to cancel the agreement in full or in part, in respect of goods, which the Contracting Entity has not yet accepted. The Contractor shall have a right to cancel the agreement also when it has become known to the Contractor either on the bases of notice of the Contracting Entity or otherwise, that the performance of the payment obligation by the Contracting Entity will be significantly delayed. The Contractor may cancel the contract if the Contracting Entity fails to pick up the goods within 30 days. The Contractor shall have a right to prematurely cancel the agreement also if the Contracting Entity fails to perform its contractual obligations or its obligations established by law and fails to contribute to the performance of the agreement in accordance with good practice.

### **5. FORCE MAJEURE**

The Contractor shall not be held liable for the non-performance or improper performance of its contractual obligations if such non-performance or improper performance of its contractual obligations was caused by circumstances that are beyond the control of the parties (Force Majeure). The Contractor shall not be obligated to perform its obligations in the case of Force Majeure also if the performance of the agreement would demand incurring of expenses, which are excessive when compared to the gains received from such performance by the Contractor. The Contractor shall not be obligated to compensate the Contracting Entity for damages caused by the non-performance of the agreement due to Force Majeure and shall have a right to terminate the agreement.

### **6. INSURANCE**

The parties shall be liable for insurance of the goods pursuant to the agreed delivery term. Other types of insurances shall be separately agreed upon.

**7. LIABILITY FOR DAMAGES CAUSED BY GOODS**

The Contractor shall not be held liable for damages which the goods have caused to movables or immovable of third parties if the goods have been handed over to the Contracting Entity.

**8. TRANSFER OF RIGHT OF OWNERSHIP OF THE GOODS**

The right of ownership of the goods shall be transferred from the Contractor to the Contracting Entity after payment of the full price of the goods to the Contractor, unless the parties have agreed otherwise.

**9. NOTICES**

The mutual notices of the parties shall be presented in writing and sent to the address specified by the other party either by e-mail, facsimile or mail. The other party shall have an obligation to respond to any notice within five days as of the receipt of the notice.

**10. DISPUTE SETTLEMENT**

The disputes concerning the agreement between the Contractor and the Contracting Entity shall be settled by negotiations. If no settlement is reached, then the disputes shall be resolved in the court, in the jurisdiction of which the Contractor is located.

**11. PREVALENCE OF THE CONDITIONS OF THE AGREEMENT**

These general conditions for delivery shall be valid in respect of the Contracting Entity in so far as these conditions are not in contradiction with the agreement to be concluded between the Contractor and the Contracting Entity.

I have examined the standard conditions for delivery of AS Saku Metall Uksetehas and confirm it by my signature

\_\_\_\_\_ Date \_\_\_\_ . \_\_\_\_\_ 201 year  
Signature, name