

STANDARD DELIVERY TERMS OF AS SAKU METALL UKSETEHAS

1. SCOPE

These delivery terms are used in transactions in the territory of the Republic of Estonia between AS Saku Metall Uksetehas (hereinafter the Contractor) and its customers (hereinafter the Customer).

These Standard Terms apply to a Customer who is a consumer only insofar as they do not conflict with mandatory legal provisions protecting consumer rights. In the event of a conflict, the provisions of law apply. A consumer Customer is a natural person who enters into a transaction for a purpose unrelated to their business or professional activities.

2. CONCLUSION OF THE TRANSACTION

An offer submitted by the Contractor to the Customer on the basis of an order placed by the Customer remains valid for the period stated in the offer. If the offer does not state a validity period, it remains valid for 21 days from receipt by the Customer. Drawings, calculations and other documents relating to the offer are the property of the Contractor. The Customer (recipient of the offer) may not use them without the Contractor's permission or disclose the information contained in them to third parties.

An agreement based on a quotation is deemed concluded when the Customer has confirmed the Contractor's offer or an order prepared on its basis in a form capable of written reproduction, including by e-mail, digital signature or through the electronic ordering environment used by the Contractor.

By confirming the order, the Customer confirms the accuracy of the information set out in the order and agrees to the order, these Standard Delivery Terms and the warranty terms provided to the Customer before confirmation of the order. After the order has been confirmed, its information and terms may be amended only by agreement of the parties in a form capable of written reproduction. An amendment may affect the transaction price and delivery time.

In other cases (including where the Customer's order differs from the Contractor's offer), the agreement is deemed to enter into force after the parties have reached agreement and concluded the relevant contract in accordance with the procedure set out therein.

3. MAIN CONDITIONS FOR PERFORMANCE OF DELIVERY

3.1. Delivery time

Unless otherwise agreed, the delivery time begins on the latest of the following events:

- the date on which the agreement enters into force;
- receipt by the Contractor of the agreed payment guarantee or advance payment;
- receipt by the Contractor of the essential information required for delivery.

3.2. Delivery term

- The standard delivery term is EXW Põrguvälja tee 25, Rae Parish, Harju County 75306, Estonia (Incoterms® 2020), unless otherwise agreed in the offer or order confirmation.
- Where installation is performed by the Contractor, the Customer must prepare the openings in accordance with the dimensions and tolerances specified in Table 42:T3 "Wall Openings" in subsection 42.51 of "TarindiRYL2000 Load-bearing and Enclosing Structures" (for the most commonly used quality class "2", the maximum permitted deviation of a wall-opening dimension is ± 5 mm).

- To ensure the safety and quality of installing an overhead door in the prepared opening, the Customer must, before installation, prepare the floor surface to a tolerance of ± 5 mm over a measuring length of 1 m, at least within the door-installation work zone. The installation work zone means the area inside the building whose width equals the width of the door opening and whose depth equals the height of the door opening plus 2 metres.
- If the door opening, floor, threshold area, external surfaces or installation work zone do not comply with the agreed requirements, the Contractor may refuse to commence installation or may suspend work already commenced until the deficiencies have been remedied.
- Any resulting change to the completion deadline is not deemed delay by the Contractor. The Customer reimburses the Contractor for reasonable and documented costs caused by non-compliance of the site, including the costs of a repeat visit, transport, working time, waiting time, measurement, storage and rescheduling of work.
- Commencement of installation work by the Contractor does not mean that the Contractor has approved hidden defects, or defects that cannot be identified by an ordinary visual inspection, in the door opening, floor or external surfaces.
- The lower corners of the door opening, the threshold area and the contact surface of the door seal must be at the same level and even across the full width of the door, without depressions, humps, steps or reverse slopes. Unevenness of the substrate must not prevent the bottom seal from bearing evenly or cause water to accumulate in the corners of the door opening.
- The external surface outside the door must be complete and have a sufficient, continuous slope away from the door. The levels and slopes of the door opening and surrounding surfaces must ensure that rainwater falling on the door and the surface in front of it flows away from the door, does not accumulate in front of the door or in the corners of the opening, and does not enter the building.
- The Customer is responsible for proper preparation of the door opening, floor, threshold and external surface and for rainwater drainage, unless the relevant work is included in the Contractor's scope under a written agreement between the parties.
- After measurements have been taken by the Contractor, the Customer may not change the dimensions or structure of the door opening, the threshold, floor height, surface finish or slopes without the Contractor's prior written approval.
- If any of those circumstances are changed after measurement, the Customer is responsible for reasonable costs associated with repeat measurement, modification of the product, additional work and changes to the delivery time.
- For the purpose of removing the door leaf from its hinges, the Customer shall ensure and, after installation of the door, maintain a minimum vertical clearance of 120 mm between the upper edge of the door leaf and the lowest point of the finished ceiling, suspended ceiling, ceiling structure, building services system or any other nearest permanent obstruction. Without the Contractor's prior written approval, the Customer shall not carry out any construction, installation or finishing works that reduce the said clearance to less than 120 mm.

If the required clearance is not maintained due to subsequent works performed by the Customer or a third party, the Customer shall arrange and bear the reasonable costs of providing the access necessary for removing the door leaf and of removing and reinstating

the ceiling, finishes or any other structure. The Contractor shall be entitled to suspend the works until proper and safe access has been provided.

This condition shall not apply to the extent that the lack of access was caused by the Contractor's design, instructions or installation work, or where the Contractor was aware of the intended construction solution and failed to warn the Customer that it was unsuitable.

- Upon completion of the installation work, the Contractor shall remove the plastic wrapping, packaging film and other transport packaging from the product, unless expressly agreed otherwise in the contract or order confirmation. Removal from the site and disposal of the removed packaging are not included in the installation work unless otherwise agreed by the parties.
- **Protective film on the threshold.** The Contractor may leave the factory-applied protective film on the threshold in place after completion of the installation work in order to protect the threshold against scratches and soiling during construction and finishing work. The Customer is responsible for the timely removal of the protective film from the threshold.
- The Customer shall remove the protective film from the threshold as soon as the risk of damage has ceased, but no later than 14 calendar days after completion of the installation work. Irrespective of that time limit, the film must be removed immediately if it has been scratched, torn or otherwise damaged, if moisture or dirt has accumulated beneath it, or if there are signs that the film is drying out, becoming brittle or adhering to the surface of the threshold.
- If the threshold continues to require protection during construction after removal of the protective film, the Customer shall use a dry, clean, non-adhering protective material that is replaced regularly.
- Plastic wrapping or another airtight protective covering left on the product or subsequently applied by the Customer or a third party may restrict air circulation and the evaporation of moisture. Condensation or other water accumulating beneath the film, particularly at the lower edge, corners, folds and joints of the door leaf, may cause edge corrosion, rust streaks, changes to the paint finish, blistering or other surface damage. Sunlight and elevated surface temperatures may cause the film to adhere to the painted surface and damage the surface coating when the film is removed.
- The Contractor is not liable for damage or additional work to the extent caused or worsened by late removal of the protective film from the threshold, failure to remove damaged film, the film drying onto or adhering to the surface, an unsuitable protective covering left on or subsequently applied to the product, moisture accumulated beneath the film, or failure to inspect or dry the product. This limitation applies only to the extent that the relevant circumstance is causally connected with the damage or need for additional work and does not apply to defective installation work by the Contractor, non-conformity of the supplied product with the contract, or damage caused by the Contractor when removing the packaging.

3.3. Liability

- Responsibility for preservation of the goods passes upon delivery of the goods to the Customer or to the carrier, unless otherwise agreed by the parties. The Contractor is not liable for damage to or loss of products during transport if the goods have been trans-shipped by the Customer to another means of transport. For a consumer Customer, the

risk of accidental loss of or damage to the goods passes upon physical delivery of the goods to the Customer or a person designated by the Customer. If the Customer has independently chosen a carrier and the Contractor did not offer the relevant transport service, the risk may pass when the goods are handed over to the carrier.

- If the goods cannot be delivered at the agreed delivery time for reasons attributable to the Customer or other circumstances beyond the Contractor's control, responsibility for preservation of the goods passes to the Customer when the Contractor has done everything required of it under the agreement to deliver the goods.
- If the Customer installs its own locks and closing systems on fire-resistant products supplied by the Contractor, the Customer must use only products having a fire-resistance class equivalent to that of the supplied goods.
- The Contractor is not liable for changes in the dimensions or construction of a structural opening caused by unforeseen circumstances arising after conclusion of the agreement and becoming apparent after removal of the existing opening element.
- The Contractor is not liable for damage to the reveals of openings caused during removal and installation of opening elements and does not perform finishing work on them, including plastering. This limitation of liability does not apply if the damage was caused by intentional or negligent conduct of the Contractor or by non-conforming work performed by the Contractor.
- The Contractor is not liable for damage to electrical systems or other utility lines (water, gas, sewerage, etc.) caused during removal and installation of opening elements if the Customer has not provided the Contractor with design documentation showing the location of such systems and utility lines near the opening. This limitation does not apply if the damage was caused by intentional or negligent conduct of the Contractor or by non-conforming work performed by the Contractor.
- The Contractor is not liable for water ingress, moisture damage or related adjustment, sealing or repair work insofar as these are caused by unevenness, differences in level, settlement or reverse slope of the door opening, threshold, floor or external surface, inadequate rainwater drainage, or another construction-related circumstance independent of the Contractor's product and installation work.
- Door seals are not designed to compensate for an unsuitable level or slope arrangement of the door opening or surrounding surfaces, or to serve as drainage where water is directed against the door or allowed to accumulate in front of the door or in the corners of the opening.
- This limitation of liability does not apply insofar as the relevant defect was caused by non-conformity of a product supplied by the Contractor or defective installation work performed by the Contractor.

3.4. Warranty

- AS Saku Metall Uksetahas provides a two-year warranty against construction, manufacturing and material defects for the products sold, except for the automation specified below.
- MFZ Oviton automation used in products assembled by AS Saku Metall Uksetahas is covered by a one-year contractual warranty for a business Customer. For a consumer Customer, that warranty period does not restrict the statutory right to submit claims arising from non-conformity of the automation within the period prescribed by law.

- The warranty terms do not apply to locks and fittings procured or installed by the Customer or removed from doors previously in use.
- The products are subject to the warranty terms of AS Saku Metall Uksetehas in force on the date of order confirmation, which form an integral part of this agreement. The warranty terms are provided to the Customer with the offer or order confirmation on a durable medium, or are attached to the agreement with an identifiable date and revision number.

3.5. Characteristics of the goods

- The Contractor is responsible for the quality and other characteristics of the goods to the extent specified in the agreement and in other written information provided by the Contractor specifically in relation to the transaction. The quality of materials and products used by the Contractor complies with the manufacturer's product requirements. Product requirements are specified in the manufacturer's Declaration of Performance.
- The Contractor does not guarantee identical colour shades and surface textures where differences are caused by changes in materials or technologies introduced by suppliers of materials and components. When ordering opening elements whose coloured surfaces must be identical to products manufactured in earlier periods, the Customer has the right to examine samples of materials characterising the coloured surface.
- The permitted uniform curvature of the outer and inner surfaces of a metal door leaf along its vertical and horizontal axes is 3 mm per 500 mm for bonded door types and 6 mm per 500 mm for non-bonded door types.
- The Customer is responsible for the correctness of the conditions in which the goods are used. **WARNING!** The product and its fastening elements conduct electricity and may become electrically energised after installation work has been completed. It is recommended that the product be earthed after installation by a company authorised to perform electrical work.

3.6. Delay in performance of the agreement

If, before the deadline for performance of its contractual obligations, the Contractor foresees that it will be unable to perform them by the agreed deadline, it must immediately notify the Customer in writing, stating the reason for the delay and a new performance deadline.

3.7. Transaction price

The transaction price is the price agreed between the Customer and the Contractor and stated in the order or order confirmation.

3.8. Payment term

The payment term (7 calendar days) is calculated from the date on which the Contractor issues the invoice, unless otherwise agreed by the parties in the agreement.

3.9. Adjustment of the transaction price

For a business Customer, the Contractor may adjust the transaction price if, after conclusion of the agreement, customs duties, taxes, fees or other public-law obligations beyond the Contractor's control change and directly affect the cost of performing the agreement. The adjustment must correspond to the actual, verifiable change in cost.

For a consumer Customer, the price may be changed after conclusion of the agreement only by a separate agreement between the parties or on an objective basis permitted by law. The Contractor notifies the consumer of the reason for and amount of the change on a durable medium. If the price increase is material and work has not commenced, the consumer may terminate the agreement to the extent permitted by law.

A copy of a payment order is not regarded as payment in this context.

3.10. Interest on late payment and liability for payment or delivery delay

If a business Customer is late in making payment, the Contractor may charge interest on the overdue amount at 0.1% per calendar day, unless otherwise agreed by the parties. For a consumer Customer, the statutory rate of interest on late payment applies.

The Contractor may claim reimbursement of reasonable and justified costs incurred in collecting payments to the extent permitted by law.

If delivery is delayed through the Contractor's fault, a business Customer may claim a contractual penalty of 0.1% of the value of the delayed delivery for each calendar day of delay, but not more than 2.5% of the value of the delayed delivery in total, unless otherwise agreed by the parties. A consumer Customer's rights in the event of delivery delay arise from law.

The Contractor may set off its due claims against amounts payable to the Customer to the extent permitted by law. This clause does not restrict the statutory remedies of a consumer Customer.

3.11. Payment guarantee and advance payment

If the parties have agreed on a payment guarantee or advance payment, it must be provided or made before delivery in the case of goods held in stock and before production begins in the case of made-to-order goods. If the advance payment is received late or the information and/or terms provided by the Customer are changed after confirmation of the order by the Customer and the Contractor, the Contractor may manufacture the order according to its production schedule and the Customer must reimburse the Contractor for all work performed before the change and all costs associated with the change.

If, after conclusion of the agreement, objective circumstances arise that provide reasonable grounds to believe that the Customer will not perform its payment obligation, the Contractor may give the Customer a reasonable period in which to provide additional security or pay amounts that have become due. The Contractor may suspend performance of its obligations until security is provided or the debt is paid. Early payment of the entire contract price may be required only on grounds provided by the agreement or by law.

3.12. Complaints and remedying defects

- Ordinary adjustment, reconfiguration and maintenance of the product are not regarded as remedying a defect and are not covered by the warranty, unless the work is required because a product supplied by the Contractor does not conform to the agreement or installation work by the Contractor is defective.
- Visually identifiable defects and damage to packaging must be recorded on the CMR, delivery note or work acceptance report when the goods are received. The Contractor must be notified in writing of any hidden defect discovered later without undue delay; a business

Customer must notify the Contractor no later than 14 days after discovering the defect. Statutory notification periods apply to a consumer Customer.

- Automatic acceptance of the work does not prevent the Customer from submitting claims concerning hidden defects that could not have been identified during an ordinary inspection.
- After completion of the work, the Contractor issues a work handover and acceptance report, which the parties confirm by signature or in another form capable of written reproduction. Any objections concerning the quality of the work or its conformity with the agreement must be submitted in writing within five working days. If no objections are submitted, the work is deemed automatically accepted five days after receipt of the report. Automatic acceptance does not prevent claims concerning hidden defects and does not restrict the statutory rights of a consumer Customer.

If a defect arises in the supplied goods during the warranty period or the period of the Contractor's statutory liability, the Customer notifies the Contractor in writing without undue delay. A business Customer submits notice no later than 14 days after discovering the defect, unless otherwise agreed. Statutory notification periods apply to a consumer Customer. Where possible, the notice is accompanied by photographs or video describing the defect and information identifying the order or product. Photographic evidence of the damage must be attached to the written notice.

- The handling of complaints is described in the document "Warranty Terms of AS Saku Metall Uksetehas", available at www.sakumetall.ee.
- If inspection of a complaint shows that the product and installation work performed by the Contractor comply with the requirements and that the alleged defect is caused by a circumstance independent of the product and its installation, the Customer reimburses reasonable and documented inspection costs in accordance with the Contractor's invoice, to the extent permitted by law.
- Reimbursable costs may include travel, transport, working time, measurement and expert-assessment costs and the cost of materials used in the inspection. Where possible, the Contractor informs the Customer of the terms of a paid inspection before the visit or before ordering additional measurements or expert assessment.
- A consumer Customer is not charged for the initial inspection of a defect notification. If the inspection shows that the defect is unrelated to the Contractor's product or installation work, a further visit, measurement, expert assessment or other service may be charged only if the Contractor informed the consumer of the charge and its estimated amount before providing the service and the consumer agreed to order it. This restriction does not apply, to the extent permitted by law, to a claim knowingly based on false information or submitted in bad faith.
- If a defect is covered by the Contractor's warranty or statutory liability, the Contractor remedies the defect or applies another appropriate remedy in accordance with the warranty terms and the law.

3.13. Delivery and storage of the goods

- The Customer must accept the finished goods at the agreed time and place.
- The Contractor's obligation to deliver the goods to the Customer is fulfilled when the goods are made ready for delivery to the Customer and the Customer is notified accordingly.

- Goods ready for delivery to the Customer are stored in the Contractor's finished-goods warehouse at Põrguvälja tee 25, and the Customer must collect them at the agreed time.
- From the second week after the delivery deadline, storage of the goods on the Contractor's premises is subject to a charge. From the second week, the daily storage charge is 0.5% of the value of the goods.
- The Contractor may invoice the Customer for the completed order, interest on late payment and storage costs immediately after the Customer has failed to meet the deadline for accepting the goods.
- If the Customer is more than 30 days late in accepting the goods, the Contractor may terminate the agreement and claim a contractual penalty of up to 50% of the value of the goods.

3.14. Storage of the goods after delivery of the order

- After accepting the goods, the Customer is responsible for their proper storage and preservation.
- Products must be stored in a dry, covered and ventilated area with a temperature that is as stable as reasonably possible. Products must be protected against precipitation, direct sunlight, sudden temperature changes, condensation and the accumulation of water or moisture.
- Products must be placed on a stable and dry base at least 20 cm above the ground or floor. Products must be supported in a manner that prevents them from falling over, bending, sagging or sustaining surface damage.
- Galvanised and painted components must not be stored outdoors or in wet or airtight packaging. For longer-term storage, the components must be separated and adequate air gaps maintained between them.
- During storage, the Customer must regularly inspect the condition of the products and their packaging. Wet or damaged packaging must be removed immediately and the product dried. If condensation or other moisture appears, the products must be allowed to dry and adequate air circulation must be ensured.
- The Contractor is not liable for damage arising after delivery of the goods as a result of improper storage, wet or unremoved packaging, condensation, water, direct sunlight or inadequate air circulation.

4. EARLY TERMINATION OF THE AGREEMENT

4.1. The Customer's right to terminate the agreement early

If the Contractor's delivery differs fundamentally from what was agreed and, following written notice from the Customer, the defect is not remedied or new goods conforming to the agreement are not delivered within the period agreed by the parties, the Customer may terminate the agreement. If goods included in the delivery are not the reason for early termination but were manufactured or procured specifically for the Customer according to its instructions and wishes, and the Contractor cannot use those goods otherwise without significant loss, the Customer must purchase the goods.

4.2. The Contractor's right to terminate the agreement early

If the Customer fails to make payments specified in the agreement on time and in the agreed manner, and the delay is material and is not attributable to the Contractor, the Contractor may

terminate the agreement in full or terminate it in respect of goods not yet accepted by the Customer. The Contractor may also terminate the agreement if it becomes aware, from notice by the Customer or otherwise, that performance of the Customer's payment obligation will be materially delayed. The Contractor may terminate the agreement if the Customer has not accepted the goods within 30 days. The Contractor may also terminate the agreement early if the Customer fails to perform its contractual or statutory obligations or fails to cooperate in performance of the agreement in accordance with good practice.

5. FORCE MAJEURE

A party is not liable for breach of an obligation insofar as the breach is caused by a circumstance beyond that party's control which it could not reasonably have foreseen or avoided. The party relying on the impediment notifies the other party of the circumstance and its expected effect at the earliest opportunity and takes reasonable measures to mitigate the consequences. The deadline for performance is extended by the duration of the impediment and the time reasonably required to eliminate its consequences. If the impediment lasts more than 90 days and there is still no reasonable interest in performance of the agreement, either party may terminate the unperformed part of the agreement.

6. INSURANCE

The parties are responsible for insuring the goods in accordance with the agreed delivery term. Other insurance must be agreed separately.

7. LIABILITY FOR DAMAGE CAUSED BY THE GOODS

After delivery of the goods, the Contractor is not liable for damage to third-party property insofar as the damage is caused by an act of the Customer or a third party, improper use of the product, failure to maintain it, modification not approved by the Contractor, or another circumstance independent of the product.

This limitation does not apply insofar as the damage was caused by non-conformity of a product supplied by the Contractor or defective installation work by the Contractor, or where limitation of liability is not permitted by law.

8. TRANSFER OF TITLE TO THE GOODS

Title to the goods passes from the Contractor to the Customer after the full price of the goods has been paid to the Contractor, unless otherwise agreed by the parties.

9. NOTICES

Where possible, a party confirms receipt of an important written notice within five working days. A substantive response is provided within a reasonable time, taking account of the nature of the matter and the need for investigation. Complaints are handled in accordance with the warranty terms and the law.

The Contractor responds in writing to a written complaint from a consumer Customer within 15 days of receipt, unless a different period is prescribed by law. If the complaint cannot be resolved within that period, the Contractor informs the consumer of the reason for the delay and provides a new reasonable response deadline.

10. DISPUTE RESOLUTION

If no agreement can be reached, a dispute between businesses is resolved in the court of the Contractor's registered office, unless otherwise agreed by the parties. A consumer Customer may use all dispute-resolution options provided by law, including applying to the Consumer Disputes Committee operating at the Consumer Protection and Technical Regulatory Authority or to a competent court. Jurisdiction over a consumer dispute is determined in accordance with the law.

11. PRECEDENCE OF CONTRACTUAL TERMS

In the event of a conflict between the contract documents, the following order of precedence applies:

1. the agreement concluded between the parties and any agreed amendments to it;
2. the order confirmation and the special terms set out in it;
3. the Contractor's quotation together with drawings and technical annexes;
4. these Standard Delivery Terms;
5. the warranty terms in force on the date of order confirmation;
6. the product installation, operating and maintenance instructions.

An individually agreed term prevails over a standard term.

In the event of a conflict between a specific rule governing a particular field and a general rule, the term that regulates the matter more specifically applies. Warranty matters are governed primarily by the warranty terms, and installation, operation and maintenance requirements by the relevant instructions, unless an individually agreed term provides otherwise. No provision concerning the order of precedence of documents restricts the consumer's statutory rights.

By confirming the order in a form capable of written reproduction, the Customer confirms that it has received and reviewed these Standard Delivery Terms and the warranty terms provided to it and agrees to their application.