

# GENERAL TERMS AND CONDITIONS OF PURCHASE OF AS ESTONIAN PLYWOOD



## 1. SCOPE

- 1.1 These general terms and conditions of purchasing contracts and service contracts ("General Terms and Conditions") apply to all price and/or sales offers ("Sales Offer") between AS Estonian Plywood ("Purchaser") and legal and/or natural persons ("Seller") where the conditions and procedure for selling, transferring or providing an item or service ("Goods") by the Seller to the Purchaser and for payment for the Goods are agreed upon. The Seller and the Purchaser are hereinafter referred to separately as "Party" or jointly as "Parties".
- 1.2 These General Terms and Conditions apply to the relationship between the Seller and the Purchaser and, together with the Sales Offer, constitute a single sales contract ("Sales Contract"). If the content of any provision of the General Terms and Conditions is in conflict with the Sales Offer, the provision agreed upon in the Sales Offer shall apply.



## 2. CONTRACT CONCLUSION

- 2.1 A Sales Offer by the Seller to the Purchaser must be valid for at least fourteen (14) days from the date of receipt of the Sales Offer.
- 2.2 A Sales Offer is deemed to be accepted by the Purchaser if the Purchaser has notified the Seller in writing (including in a form reproducible in writing) that it has approved the Seller's Sales Offer and/or the Purchaser has signed the Price Offer. A Sales Contract is deemed to be concluded upon the entry into force of the Sales Offer.



## 3. GOODS DELIVERY

- 3.1 The delivery time and delivery terms of the Goods are agreed upon in the Sales Offer.
- 3.2 The Seller is obliged to deliver the Goods the quality and other characteristics of which correspond to the characteristics specified in the Sales Offer and that are fit for purpose for the Purchaser. The Goods must be packaged and transported properly. The Goods must be accompanied by all relevant instructions and other documents.
- 3.3 Insuring and transporting of the Goods and bearing of the related costs is the responsibility of the Seller.
- 3.4 The Purchaser must inspect the Goods delivered within five (5) business days. If any defects are discovered in the Goods, the Purchaser shall notify the Seller of the non-compliance of the Goods with the Sales Offer within five (5) working days.

- 3.5** In case of delays in delivery caused by the Seller, the Purchaser may demand a contractual penalty of up to 0.08% of the value of the Goods delayed for each day of delay. If the Seller should encounter a delay in delivery due to obstacles beyond its control, the Seller shall immediately notify the Purchaser of the possible delay in delivery, specifying the reason for the delay and the assumed new delivery date. Non-performance of an obligation is excused if the Seller failed to perform the obligation due to force majeure.
- 3.6** The risk of accidental loss or damage to the Goods passes to the Purchaser upon transfer of possession of the Goods to the Purchaser.



## 4. WARRANTY

- 4.1** The Seller provides a warranty for the Goods. The Seller is obliged to repair the Goods or deliver new Goods under the conditions specified in the warranty.
- 4.2** The Purchaser undertakes to notify the Seller in writing of any defect discovered during the warranty period within seven (7) working days of becoming aware of the defect.
- 4.3** The warranty period for Goods or part thereof replaced during the warranty period restarts from the time of replacement.



## 5. PAYMENT CONDITIONS

- 5.1** The price of the Goods is the price specified in the Sales Offer between the Parties. The Purchaser shall pay for the Goods within thirty (30) days from receipt of the invoice.
- 5.2** In the event of a delay in fulfilling a financial obligation, the Purchaser shall pay interest on arrears amounting to 0.08% per each day the payment is delayed.
- 5.3** Ownership of the Goods is transferred from the Seller to the Purchaser upon the transfer of possession.



## 6. WITHDRAWAL FROM CONTRACT

- 6.1** The Purchaser has the right to withdraw from a Sales Contract if the Seller has breached an obligation arising from the Contract and, despite the Purchaser's written reminder, fails to cease the breach within ten (10) days after the sending of the reminder.
- 6.2** The Seller has the right to withdraw from a Sales Contract if the Purchaser has significantly breached an obligation arising from the Contract and, despite the Seller's written reminder, fails to cease the breach within ten (10) days from the receipt of the reminder.
- 6.3** In the event of withdrawal from the Sales Contract by the Purchaser, the Seller shall compensate the Purchaser for all costs and/or losses that the Purchaser has suffered or will suffer as a result of withdrawal from the Contract.



## 7. LIABILITY

- 7.1 In the event of a breach of the Sales Contract by the Seller, the Seller shall compensate the Purchaser for all costs and/or losses that the Purchaser has suffered or will suffer as a result of the breach of the Contract.
- 7.2 In the event of a breach of the Sales Contract by the Purchaser, the Purchaser shall compensate the Seller only for direct proprietary damage and only if the Purchaser has caused the damage through gross negligence or intent. The Purchaser's liability for direct proprietary damage is limited to the amount corresponding to the amount paid by the Purchaser for the Sales Contract of the specific Goods. The Seller does not have the right to require compensation from the Purchaser for damages exceeding this amount.
- 7.3 The Purchaser is not liable for any contractual and/or non-contractual damage suffered by the Seller, consisting in lost income and/or in any other indirect damage and/or caused by suspension of operations, loss of use, loss of contract or opportunity, loss of reputation or any other similar circumstance, regardless of whether the occurrence of the respective damage was foreseeable to the Purchaser or not, and the Seller has no right to demand compensation of respective damages from the Purchaser.



## 8. APPLICABLE LAW AND JURISDICTION

- 8.1 The Sales Contracts are governed by Estonian law. The Parties shall attempt to settle any disputes arising from a Sales Contract through negotiations, and if an agreement is not reached, in the Tartu County Court.
- 8.2 The Sales Contracts are not subject to "United Nations Convention on Contracts for the International Sale of Goods" (Vienna, 1980) (CISG).



## 9. OTHER CONDITIONS

- 9.1 All communications between the Parties must be in a form reproducible in writing (for example, e-mail), except in cases where such communications are of an informational nature and the transmission to the other Party has no legal consequences, or a specific provision of the General Terms and Conditions provides for a written form of communication. The communications are sent to a Party using the contact details specified in the Sales Offer, and the Parties undertake to notify each other immediately of any changes in them. A Party can consider the contact details provided by the other Party to be correct as long as it has not been notified of new details.
- 9.2 The Purchaser shall adhere to the principles and values provided for in its **Code of Conduct**. The Seller undertakes to comply with these principles and values in its activities. The Seller hereby confirms that it applies and follows adequate rules and procedures to prevent and detect corruption within its organisation, be it committed by its officers, employees, agents, contractors, or any other third party acting on its behalf. The Seller hereby confirms that it complies with all international sanctions and does not co-operate with persons, institutions and countries subject to sanctions.
- 9.3 The Parties confirm that they have read the General Terms and Conditions and fully understand the content of all its provisions. The Parties also confirm that no provision of the General Terms and Conditions unreasonably prejudices either Party, and that the rights and obligations of the Parties are in balance.