GENERAL SALES CONDITIONS OF PLYWOOD AND VENEER

1. General

These General Sales Conditions apply to the sales and delivery of plywood and veneer products ("Goods") of Estonian Plywood AS. In these General Sales Conditions, the term "Seller" refers to Estonian Plywood AS, and "Buyer" refers to the natural or legal person, organisation or company with which the sales agreement ("Agreement") is made or to which the offer is made. "Party or Parties" refer to the Seller and/or the Buyer. Different or additional conditions, including the Buyer's general terms of business, shall apply only if agreed in writing by the Seller and the Buyer in each individual case

2. Product information

Information presented in the Seller's website, brochures and offers is provided for reference only and does not bind the Seller. All documents, offers, instructions, drawings are the property of the Seller and may not be transferred to third parties by the Buyer without Seller's written consent.

The Seller shall use appropriate packing to ensure safety and the protection of the Goods during the transport. The Goods shall be packed by Seller's standard methods. Special packing is subject to a surcharge.

3. Orders

The Buyer must indicate in the order the desired destination of the goods and preferred delivery time. If the Seller beforehand forwards the Buyer an offer, the acceptance of the offer shall be considered as an order. The Agreement shall be deemed concluded once the Seller has confirmed the order by sending an order confirmation to the Buyer. The Seller shall confirm the order or inform the Buyer about receiving the order if confirming the order needs additional time within three (3) calendar days from placing the order by the Buyer. In the order confirmation the Seller determines the terms of delivery of the goods. If the order confirmation contains modifications or additional terms to the order or the offer, the Agreement shall be deemed concluded after two (2) business days from receiving the order confirmation unless the Buyer notifies that he does not accept the modified or additional terms offered by the Seller.

4. Prices and payment

The prices are exclusive of value added tax ("VAT"), unless otherwise agreed in writing. VAT will be added to the price when applicable. The Buyer shall pay each delivery no later than indicated on the invoice due date. Buyer shall not make any reductions from the payments or set off any claims against the Seller with the payments unless otherwise agreed in writing.

Upon failure of the Buyer to make a payment on time, the Seller is entitled to demand late payment interest in the amount of 0,1% of the delayed payment per each day of the delay. If the Buyer fails to make any payment on the due date, the Seller shall be entitled to suspend any further deliveries until the non-payment is settled.

5. Delivery

The delivery date specified is an estimate. Immediately after becoming aware of a delay, the Seller shall notify the Buyer of the delay and the new estimated delivery time. Unless otherwise agreed, the Seller is entitled to deliver ten (10) per cent more or less than the number of Goods ordered. Small deliveries are subject to a surcharge in accordance with Seller's customary practise.

The shipping documents may be issued with a printed signature and company seal.

6. Transfer of risk and retention of title

The transfer of the risk is determined by the delivery term (INCOTERMS 2020). The delivery term is specified in Seller's order confirmation. If the condition that is a premise of the transfer of the risk is delayed because of the activity or inactivity of the Buyer, the transfer of the risk is deemed to have been passed to the Seller from the moment the condition should have arrived if the activity or inactivity would not have occurred. The title to the Goods transfers to the Buyer at the time of paying the whole price for the ordered Goods together with possible additional amounts (interests, costs).

The retention of title for the benefit of the Seller remains effective also if the goods are combined with other things and in the case of the processing or transformation of the Goods covered by the retention of title. The Buyer is entitled to re-sell the Goods in the course of its normal operations, but may not pledge the Goods or use them as collateral.

7. Inspection

When receiving the Goods, the Buyer shall, without delay carry out a reasonable inspection both as to their quantity and quality. The Buyer shall inform the Seller in writing of any defect, inaccuracy or failing of the Goods within fourteen (14) days from the receipt of the Goods. The Buyer shall not rely on the lack of conformity of the goods, if the Buyer does not inspect the goods or inform the Seller accordingly.

8. Limitation of liability

The Seller is only liable for the direct patrimonial damage where the damage is caused intentionally or due to gross negligence. The overall liability of the Seller to the Buyer is limited to the invoiced price of the Goods in any claim. The Seller is not liable for the incorrect use or storing of the Goods. Buyer shall follow the instructions given by the Seller and found in the Seller's website.[1] Under no circumstances shall the Seller be liable for indirect damages, production down time or loss of profits and for the damages caused to a third party. The Buyer shall provide the Seller the information necessary for the performance of the Agreement. The Buyer shall not rely on the Sellers professional skills or knowledge when entering into the Agreement. The Seller is not obliged to examine if the goods to be purchased are appropriate for the purpose desired by the Buyer.

---

[1] Please find the instructions from the following website: https://estply.com/wp-content/uploads/2026/07/estply_storing-instr_a4_161125.pdf

9. Complaints

The Buyer shall immediately notify the Seller in writing when noticing the defect of the Goods. This notification shall happen no later than fourteen (14) days after noticing the defect. After receiving the Buyer's written notice, the Seller shall be entitled to inspect the defective Goods. The Seller's liability in respect to defective Goods shall in any event expire after twelve (12) months from the delivery date.

No claim for quality shall be recognised if the Buyer does not notify the Seller accordingly, the Buyer makes further use of or resells the Goods after the time at which the Buyer discovers or should have discovered that the Goods are defective.

10. Force majeure

A Party is released from liability for failure to perform or correctly perform the obligations arising from the Agreement if such failure was caused by circumstances which are beyond the control of the Party and which the Party was unable to affect or avoid (e.g. such as flood, fire, earthquake or other natural disaster, war, terrorist attack or strike) and which render the performance or correct performance of the Agreement impossible. The Party whose activity in the performance of the obligations under the Agreement is prevented by a force majeure circumstance shall immediately notify the other Party thereof. The force majeure circumstance shall not release a Party from the obligation to take all possible measures to prevent and/or minimize damage caused to the other Party as a result of the failure of the first Party to perform or correctly perform the Agreement.

11. Confidentiality

The Parties shall not disclose without the other Party's prior written consent any information which is received from the other Party in connection with the sale and supply of Goods, unless otherwise required by law or judicial order, or if the receiving Party can prove that such information has been known to it prior to receipt. In particular, the product information, prices and other terms and conditions of individual orders shall remain confidential. Disclosure of information by a Party to its auditors, professional advisors or bankers is not considered to constitute breach of confidentiality.

12. Intellectual property

All of the Seller's intellectual property, including copyrights, trademarks, patents, trade names, trade secrets, know-how, technical documents, product and production specifications and other manufacturing information, or rights or licenses relating to any of the foregoing used in connection with the Products shall remain the sole and exclusive property of the Seller.

13. Processing of personal data

When entering into the Agreement, the Buyer gives the Seller the right to process personal data given to the Seller when concluding the Agreement. Personal data to be processed may include, but is not limited to, the name, telephone number, email address, shipping address, bank account number, purchase history (cost of goods and services and payment information), website traffic information.

Personal data is collected for the purpose of managing orders and delivering goods, making reviews and statistics of purchased goods, refunding payments to customers, providing effective customer support, making customer-specific offers, recovering debts, fulfilling legal obligations, and securing other legitimate interests. Personal data may be processed by the Seller's employees or other persons authorized by the Seller for such purposes. Personal data shall be retained for as long as it is necessary for the purpose of which the personal data was collected.

Personal data may be disclosed to third parties if the data subject has asked to disclose such information or if required or permitted by law. Direct marketing messages shall only be sent to the data subject if the data subject has given its prior consent. The data subject may at any time opt out of receiving direct marketing messages. To unsubscribe, data subject must follow the instructions given in such messages.

14. Governing law and dispute settlement

This Agreement shall be governed by and construed in accordance with the laws of Estonia. Any dispute, controversy or claim arising out of or relating to this Agreement or the breach, termination or validity thereof, shall be settled through amicable negotiations between the Parties. Should the Parties fail to find an amicable

solution via negotiations, the aforementioned disputes shall be resolved in the Estonian Chamber of Commerce and Industry according to the rules of the Estonian Chamber of Commerce and Industry. The arbitration shall be conducted by a sole arbitrator appointed in accordance with the rules. The arbitration proceedings shall be conducted in Tallinn, Estonia, in the English language.

15. Final provisions

No rights or obligations under this Agreement may be transferred to any third party without the Seller's prior written consent. Any notice to the other Party concerning this Agreement shall be made in writing. The invalidity, in whole or in part, of any provision of these General Sales Conditions shall not affect the validity of the remaining provisions or the remainder of the affected provision. The Parties shall replace any invalid provision, or invalid part of a provision, with a valid provision that corresponds as closely as possible to the purpose of the original provision.

This version of the General Sales Conditions is effective from 1st of October 2026.