

W. EG. EESTI OÜ - GENERAL CONDITIONS OF SALE

- 1. Application of the General Conditions of Sale.** These General Conditions of Sale are applicable for all sales transactions concluded between W. EG. Eesti OÜ (reg. code 10326286) (**W. EG.**) as the seller and its client (the **Buyer**) as the buyer.
- 2. Subject matter of the agreement.** W. EG. shall sell certain products (the **Products**) to the Buyer pursuant to the terms and conditions agreed under these General Conditions of Sale and relevant price offers accepted by the Buyer. These General Conditions of Sale, the price offer and the relevant acceptance are collectively referred to as the **Agreement**.
The Buyer shall pay for the Products according to the terms agreed in the Agreement.
- 3. Price offers.** If the Buyer wishes to buy products offered by W. EG. then the Buyer shall place an order with W. EG. in person or via telephone, fax or e-mail. W. EG. will thereafter issue a price offer, which shall be valid for 14 days unless the price offer indicates otherwise. The price offer and these General Conditions of Sale shall become binding to the Parties once the Buyer accepts the price offer for the ordered products (the **Products**). Any terms indicated in the price offer that are in conflict with these General Conditions of Sale shall override the respective terms of these General Conditions of Sale. Any prices indicated in the price offer shall be exclusive of VAT unless indicated otherwise.
Orders placed in the W. EG. sales points by the Buyer shall be considered as offers made by the Buyer, which W. EG. must accept, before an order becomes binding.
- 4. Technical documentation.** The Parties may exchange technical documentation such as drawings, specifications or other kinds of technical documentation. The Party who has received technical documentation from the other Party is prohibited to use such documentation for any other purposes than for the fulfilling of the Agreement and may not reproduce, copy or convey in any manner such documentation to third persons.
- 5. Delivery.** W. EG. delivers the Products to the Buyer according to the delivery term specified in the relevant price offer. Unless otherwise stipulated in the price offer the default delivery term shall always be FCA Valukoja 5, Tallinn, Estonia (Incoterms® 2010). The Parties agree that irrespective of the delivery term used if loading or unloading of Products requires special equipment then this will be paid by the Buyer who shall also carry the risk of accidental loss or damage of the Products during the loading or unloading process.
Delivery period shall be indicated in the price offer.
W. EG. has the right to refuse from delivering the Products if the Buyer has not fully paid the amount of the agreed prepayment or if the Buyer has (i) overdue invoices in any amount or (ii) unpaid invoices in the amount that exceed or which would exceed the agreed credit limit if the refused delivery will be added to that sum.
The risk of accidental loss or damage of the Products shall pass to the Buyer after W. EG. or a person appointed by W. EG. has given the Products to the possession of: (i) the Buyer, (ii) a person appointed by the Buyer or (iii) a carrier procured by the Buyer.
- 6. Inspection at delivery.** All delivered Products shall have an accompanying delivery note or invoice. The Buyer has an obligation to verify that the delivered Products and quantities conform to the delivery note or the invoice. Upon delivery the Buyer must immediately inspect and verify that the delivered Products are free of any external damage.
Any claims of non-conformity of the Products to the terms of the Agreement shall be made by the Buyer within 7 days of becoming aware of the non-conformity, but not later than 30 days after the Products have been delivered to the Buyer.
- 7. Invoicing and payment.** The Buyer undertakes to pay to W. EG. for the ordered Products in accordance to the invoice issued by W. EG. and the payment terms indicated in the price

offer. W. EG. may issue invoices already before delivery and further has the right to demand prepayment.

The Buyer must also pay for the shipping costs of delivering the Products to the Buyer and W. EG. is entitled to invoice the Buyer for such shipping costs if W. EG. has paid for such shipping costs.

W. EG. may charge an additional fee for cutting custom lengths of cable as follows: (i) if the cross-sectional area of the cable is $\leq 16 \text{ mm}^2$ the fee is 10 EUR/per cut; and (ii) if the cross-sectional area of the cable is $> 16 \text{ mm}^2$ the fee is 15 EUR/per cut. If the cables are cut by the producer according to instructions from the Buyer then the prices for cutting the cables may vary from those cited above.

Packaging costs may be added to the invoice according to section 11 below.

If the Buyer is in delay of any payments then W. EG. is entitled to claim a late payment interest of 0.01% from the amount not paid in due time for each delayed day.

8. **Transfer of Title.** Title to the Products shall transfer from W. EG. to the Buyer upon delivery of the Products, provided that the Buyer has paid for the Products in full.
9. **Retention of Title.** W. EG. retains title to the delivered Products until the said Products have been paid for in full.

The Buyer is prohibited from pledging the Products that are in its possession, but which are still the property of W. EG.. W. EG. may prohibit the Buyer to install or dispose of the Products that are still owned by W. EG..

10. **Returns policy.** Any returns of the Products are subject to the prior approval by W. EG.. Products returned without prior approval by W. EG. will not be compensated for. Any returns must be made within 30 days of the initial delivery. Any returned Products must be in their original packaging, clean, intact and in working order. Upon returning Products a relevant delivery note or invoice number or date must be referenced along with the information about when and between which persons the return was agreed and what is the reason for returning the Product. If the return is not due to breach by W. EG. then the Buyer will be compensated according to the original invoice sum which will be reduced at least 30% from the original amount. A special order (not a stock item) products can not be returned. W. EG. will take back used cable reels which are accompanied with a respective invoice issued by W. EG.. The Buyer shall cover the shipping costs to the cable reel returning location as determined by W. EG. Damaged cable reels will not be compensated for.
11. **Packaging.** The prices of Products do not include packaging costs, except standard packaging by the producer. Packaging costs will be added to the cost of the Products. W. EG. is responsible for collection and recovery of the packaging waste of the sold Products. The packaging waste of the Products may be returned to all W. EG. sales offices and to the collection point of MTÜ Eesti Pakendiringlus.
12. **Warranty.** W. EG. ES provides warranty to the products sold based on the warranty provided by the products' producers. Under normal circumstances the warranty period is 12 months as of delivery of the sold devices to the buyer. The warranty provided by the seller does not include travelling costs, transportation, daily allowances or accommodation. The buyer is required to submit a claim regarding defective or broken products within 7 days after the delivery of such products.
13. **No Agency.** The Buyer is an independent contractor who shall buy the Products in its own name from W. EG.. Any resale of the Products by the Buyer shall be in its own name and on its own account. Therefore the Buyer shall not present itself as an agent or representative of W. EG. and is not allowed to conclude any transactions on behalf of W. EG. and on its account. The nature of the legal relationship arising from the Agreement is that of independent Parties.

14. Termination for Cause. W.EG. may terminate the Agreement in writing with immediate effect if the Buyer fails to comply with the material terms and conditions of the Agreement and fails to remedy any such breach or default within two weeks after receipt of W.EG.'s respective written notice.

Either Party may terminate the Agreement immediately at any time by giving written notice if: (i) the other Party ceases or threatens to cease to carry on its business or goes into liquidation, if bankruptcy proceedings are initiated against the other Party or if an administrator or receiver is appointed over any part of its assets or if such Party; or (ii) if the execution of the obligations under the Agreement are not possible as a consequence of legal acts.

15. Rights after Termination. In the event of any termination or expiry of the Agreement, neither Party shall be entitled to any compensation by reason solely of that termination.

16. Confidentiality. Except as otherwise required by law or for the purposes of carrying out the intent of the Agreement, the Parties hereto agree to hold secret and confidential and not to disclose or use for the benefit of themselves or for any other person or body whatsoever the contents of the Agreement and/or any knowledge, information or data concerning the other Party's business or products which may be communicated to them or which it may acquire by virtue of the Agreement (unless ascertainable from public information or trade sources).

17. Liability. The liability of W.EG. is limited to direct patrimonial damages caused to the Buyer as a result of a breach of the Agreement. W.EG. is liable for the damage only if W.EG. is culpable of the non-performance. Under no circumstances shall W.EG. be liable for loss of income of the Buyer.

The maximum amount of W.EG.'s liability toward the Buyer for breach of the Agreement shall be limited to the price of the Products out of which the claim arose and further limited to the amount that has actually been paid to W.EG. for such Products prior to becoming aware of the non-performance.

18. Notices. All notices and other communications under the Agreement shall be in writing or in a format that is reproducible in writing and shall be deemed to have been received by a Party: (i) if delivered by mail or courier service, unless actually received earlier, on the third business day after posting; (ii) if delivered by hand, on the day of delivery; (iii) if delivered by fax, on the day of dispatch if supported by a confirmation from the sender's fax machine that the message has been properly transmitted; (iv) if delivered by e-mail, on the day of dispatch if supported by a receipt notice by the receiver that the message has been properly received. All notices and communications under the Agreement if to the Buyer shall be addressed to the contact details indicated in the Regular Customer Agreement.

19. Entire Agreement. The Agreement contains all clauses and supersedes all previous agreements, written or oral, between the Parties concerning the subject matter of the Agreement.

20. Severability. The invalidity or unenforceability of any provision of the Agreement shall not affect the validity or enforceability of any other provision.

21. Assignment. Neither Party may assign to third persons any rights or obligations under the Agreement without the prior written consent of the other Party.

W.EG. may assign claims it has against the Buyer for debt collection purposes (e.g. utilise debt collection services).

22. Amendments. The Agreement (price offer, acceptance and the related General Conditions for Sale) may only be amended in writing. Amendments made in any other format than in written format are null and void. For avoidance of doubt this does not restrict the right of W.EG. to amend its General Conditions for Sale, which are to be used alongside future price offers or sales transactions.

23. Force Majeure. Neither Party shall be liable for any failure to comply with the Agreement if such failure results from conditions beyond its control including changes to legislation, regulations, action of any state authority, state administration or municipality institution, riots, military operations, natural disasters or other *force majeure* conditions. Parties shall have to continue performing their contractual obligations immediately after the end of *force majeure*. Should a circumstance of *force majeure* last more than ninety (90) days, either Party may by written notice to the other terminate the Agreement.

The Parties have agreed that fire, flooding, theft or similar events shall not be considered as *force majeure* if it has been caused by the acts or negligence (failure to act) of the Buyer or if a third person is liable for such events to the Buyer.

24. Applicable law. The laws of the Republic of Estonia shall apply to the implementation and interpretation of the Agreement. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to the Agreement.

25. Dispute Resolution. Any dispute, controversy or claim arising out of or in connection with the Agreement shall be settled by way of negotiations. If the Parties fail to settle the dispute by way of negotiations then the dispute shall be finally settled by the Harju County Court (Tallinn, Estonia).

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