

**MAREPLEKS OÜ**  
**GENERAL TERMS AND CONDITIONS OF SALE AGREEMENT**

**1. OBJECTIVE OF GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions of a sale agreement specify the general terms and conditions of the sale of products by MAREPLEKS OÜ to customers. The parties can agree upon additional special terms and conditions of the sale of the products.

**2. ENTRY INTO SALE AGREEMENT**

The sale agreement shall be entered into either through conclusion of a separate sale agreement or submission of an offer, order and order confirmation. The Seller shall submit an offer to the Buyer, which shall be valid for two months as of the day of the offer, unless set out otherwise in the offer. By submitting an offer the Seller does not take an obligation to supply the products. If the Buyer agrees with the terms of the offer, the Buyer shall submit a binding order based on the Seller's offer, however the sale agreement shall only be deemed to be concluded as of submission of an order confirmation by the Seller to the Buyer. General terms and conditions of guarantee and quality of the Seller, that are available on the website of the Seller, shall constitute an integral part of the sale agreement.

The Buyer can withdraw from the concluded agreement only upon prior written consent of the Seller and on a condition that the Buyer shall compensate to the Seller for costs related to the withdrawal from the sale agreement.

**3. DELIVERY OF PRODUCTS**

The products shall be delivered upon signing of an invoice-delivery note by a representative of the Buyer. Any deficiency in quality or quantity occurring during the first inspection of the products shall be specified in the invoice-delivery note. The risk of accidental loss and damage of the products shall be transferred to the Buyer as of delivery of the products. If the Buyer fails to take delivery of the products on agreed time, the risk of accidental loss and damage of the products shall be deemed to be transferred to the Buyer as of the agreed time of the delivery.

Unless otherwise agreed in the sale agreement or the order confirmation, the products shall be delivered on the time agreed upon in the sale agreement or the order confirmation, in the location of the Seller, and the Buyer shall be liable for loading and transportation of the products. The ownership of the products shall be transferred to the Buyer as of payment of full purchase price of the products.

**4. PAYMENT OF PURCHASE PRICE**

The Buyer shall undertake to pay the purchase price by the time specified in the sale agreement or order confirmation to the Seller's bank account set out in an invoice. Shall the purchase price not be transferred to the Seller's bank account by the time set out in the invoice, the Buyer shall undertake to pay the late payment interest at the rate of 0,1% of the amount due per each delayed day. Upon any delay in prepayment, the term of fulfillment of the order shall be automatically prolonged by the duration of the delay. The delay in the prepayment exceeding 10 days shall be deemed a material breach of the sale agreement.

**5. QUALITY OF PRODUCTS**

The products shall be in conformity with the terms and conditions agreed upon in the sale agreement and an applicable quality system of the Seller, and specifications of the products. The Seller shall be also liable to the Buyer for activities of subcontractors involved in production of the products as for its own activities.

The Buyer shall undertake to inspect the products upon receipt thereof and immediately inform the Seller of any deficiencies. With regard to the deficiencies, which cannot be determined upon receipt of the products, the Buyer shall undertake to inform the Seller of such deficiencies not later than within 7 days as of the appearance of the deficiencies. Shall the Buyer fail to inform the Seller of deficiencies within the aforementioned time, the Buyer shall lose all its right to file any claims regarding the respective deficiency. Shall the Buyer duly inform the Seller of the deficiencies, the Seller shall eliminate the product deficiencies or substitute the defective products within reasonable time.

**6. SELLER'S LIABILITY**

The Seller shall be only liable for direct monetary damages caused to the Buyer through the Seller's wrongful activities. The Seller's liability shall be always limited to the amount of the purchase price, subject to payment to the Seller under the certain sale agreement.

If the products shall not be installed by the Seller, the Seller shall not be liable for damages arising from incorrect installation thereof.

The Seller shall not be liable to the Buyer for delays or damages caused due to force majeure. In addition to provisions of the law, strikes, lockouts and other impediments to performance of the agreement arising from collective employment conflicts, which are all related to the Seller or the Seller's subcontractors, shall be also deemed force majeure.

**7. SUBMISSION OF INFORMATION**

The Buyer shall undertake to provide the Seller with information necessary for performance of the sale agreement. The parties shall undertake to inform the other party of any circumstances, which may impede due performance of the sale agreement.

The parties shall undertake to maintain as confidential information received from the other party within the course of conclusion and performance of the sale agreement within the term of validity of the sale agreement and after termination thereof.

Intellectual property rights regarding the products belong to the Seller.

**8. TERMINATION OF AGREEMENT**

The party shall be entitled to withdraw from the sale agreement, if the other party shall materially breach the sale agreement. In case of any dispute regarding a material breach of the sale agreement and withdrawal from the sale agreement, the Seller shall be entitled to suspend fulfilment of the Buyer's order until the respective dispute is resolved. In such case the postponement of the fulfillment of the order shall not be deemed a violation of the sale agreement by the Seller.

The Seller shall be entitled to withdraw from the sale agreement, if a bankruptcy petition shall be filed with regard to the Buyer. Either party can withdraw from the sale agreement, if performance of the sale agreement due to force majeure shall be impeded for more than 6 months.

Shall the sale agreement be terminated due to reasons deriving from the Buyer, the Buyer shall undertake to compensate the Seller for all damages arising from termination of the sale agreement.

**9. DISPUTE RESOLUTION**

The agreement shall be governed by the laws of the Republic of Estonia. Disputes arising upon performance of the agreement shall be initially resolved through negotiations. Shall the parties fail to reach an agreement, the dispute shall be resolved in the Tartu County Court.