

Terms and Conditions of Sale

1) SCOPE OF THE CONTRACT

All sales of goods, raw materials or products (hereafter referred to as the "Merchandise") as well as the provision of all services supplied by Commesta OÜ, its agents or its representatives (hereafter "the Seller") to a co-contractor or client (hereafter the "Client") are exclusively regulated by these general conditions of sale ("GCS").

The GCS, as well as the confirmation of an order by the Seller, accompanied, where necessary, by all the other documents referred to in the confirmation of order, constitute the whole agreement between the parties.

These contractual documents cancel and completely replace all other conflicting terms and conditions and/or having a different sense, as well as all oral and/or written communications between the parties not expressly incorporated in the agreement existing between them. No modification of the terms of the agreement undertaken between the parties will bind the Seller, except by express and written agreement on its part.

the Seller will never be bound by the Client's general conditions, even if it has not expressly challenged them.

Offers made by the Seller are not binding unless the Seller has sent a confirmation of order to the Client.

All indications concerning weight, dimensions, all technical descriptions, plans and calculations obtained from catalogues, price lists, any other sale documentation or programs made available to the Client are supplied by the Seller solely for informational purposes and, as such, are non-binding on the Seller.

In no case may the non-exercise of a right by the Seller be considered as surrender of said right.

The nullity, inapplicability or illegality, partial or total, of any one whatsoever of the GCS clauses will in no way affect and have no effect on the validity of the other clauses of these GCS.

Any notification of one or other of the parties must be made in writing. Correspondence addressed to the last known address will be considered as having been validly addressed.

2) PRICES / CONDITIONS OF PAYMENT

Payment of invoices will be made without discounts so that the Seller receives the full invoiced sum by the due date. All bank transfer and correspondence fees relating to the payments, whether cross-border or national, must be paid by the Client.

Should the Client fail to pay by the due date, the Seller, without giving prior formal notice, will benefit as a result from interest paid at the EURIBOR rate (one month), effective at the invoice date, increased by 7% interest applicable from the due date and this without prejudicing any other of the Seller's rights.

In the event that the Client pays late or delays carrying out one of his obligations or if the Client's solvency deteriorates to the point of compromising the payment, the Seller has the right, without giving prior formal notice, to demand immediate payment before term of all sums due or sufficient guarantees. If the Client refuses to make a cash payment in advance or to furnish the Seller, upon request, with sufficient financial guarantees, the Seller reserves the right, without giving prior formal notice, to suspend the execution of the part of the contract which has not yet been fulfilled or to rescind the contract. If the Client is put into receivership or liquidation, the Seller may, furthermore, require that payment be made before dispatching the Merchandise. In no case may the Client withhold payment from the Seller or offset the debts that the Seller may owe him, even in case of litigation. In the case of late payment, the Client may take absolutely no measure which could affect the Merchandise such as, for example, selling or transforming the Merchandise.

Prices are established on the basis of current conditions and tariffs for materials, salaries, transport, insurance, legal work, taxes, etc. Any modification of these conditions and tariffs before delivery gives the Seller the right to readjust the prices although the invoiced prices will always be the prices in force at the time the Merchandise is dispatched.

3) WEIGHT / QUALITY / DIMENSIONS

Specifications relative to weight, measurements and quality will be respected subject to the usual discrepancies or tolerances communally accepted. Weighing carried out by the Seller or its supplier is only to be taken into account for preparing the invoices. Invoicing is effected on the basis of gross for net weight. No packaging materials are taken back and are considered as lost.

4) TRANSFER OF RISKS / DELIVERY / DELIVERY DATES I FORCE MAJEURE

4. 1. TRANSFER OF RISKS

Unless stipulated otherwise in writing, the Seller refers to the most recent version of the Incoterms issued by the International Chamber of Commerce.

When it falls to the Client to organize transport, he bears full and exclusive responsibility for loading and transporting the Merchandise and bears all the inherent costs and risks. The transfer of the costs and risks takes place at the moment when the Seller makes the Merchandise available to the Client or his carrier.

The product remains property of the Seller until full & final settlement has been made. Until then the Client shall hold the goods as bailee only. The intervention of the Seller or one of its contractors or a supplier when the loading is taking place on instructions from the Client or his carrier is only voluntary and commits the Seller to nothing.

In the case where it falls to the Seller to organize the transport, the latter will determine, unless agreed otherwise in writing, the means of transport, as well as the carriers and agents involved. The transfer of the costs and risks occurs at the moment when the carrier takes charge of the Merchandise.

If the Client fails to take delivery of the Merchandise or in case of delay in delivering the Merchandise subsequent to a delay caused by the Client or his contractors, for whatever reason in loading, embarking or unloading the Merchandise, the Seller may store it at the Client's expense and risk and, after notifying the Client that it is at his disposal, invoice it as being delivered without prejudice to any other rights.

4.2. DELIVERY/ DELIVERY DATES

The Client is obliged to supply the Seller, sufficiently in advance to allow it to carry out all the measures necessary to dispatch the Merchandise, with all the required information and notably (i) instructions for marking and dispatch, (ii) import certificates, the documents required to obtain the official permits necessary and any other document, prior to dispatch, and (iii) where necessary, confirmation from the Client that he has opened or established a letter of credit, if required by the Seller.

In the absence of any one of these documents, instructions and/or confirmations, the Seller may, without prejudice to any other solution, delay the delivery date of the Merchandise, taking into account production planning restraints. If the Client should delay supplying these documents, instructions and/or confirmation beyond a reasonable time, the Seller is entitled to rescind the contract.

Unless agreed otherwise in writing, delivery dates do not constitute firm commitments on the Seller's part and delivery delays do not confer on the Client any right to compensation for prejudice that he may have suffered as a result.

Delivery delays may only give the Client the right to cancel orders concerning Merchandise not yet in process of being delivered, but only after written formal notice by the Client giving the Seller reasonable additional time.

In the event that the parties had specifically agreed that delivery dates would constitute a firm commitment by the Seller, the Client only has a right to compensation in as far as the Seller has been fully informed in writing, at the conclusion of the contract, of the possible damages arising from late delivery.

In case of late delivery attributable to the Client, the contractual dates will be automatically extended in accordance with the delay caused, without the Client being entitled to claim any damages and interest. The Seller may seek damages for the prejudice suffered as a result of the delay attributable to the Client.

4.3. FORCE MAJEURE

The Seller will not be responsible for the total or partial failure to execute its obligations, if this failure results from force majeure or from an outside cause affecting it or its suppliers or carriers. The Seller will have the right to delay deliveries, Covered by the term force majeure, are strikes, labour disputes, lock-out, transport delays, industrial accidents, fire, flood, storms, broken machinery or cylinders, lack of raw materials, riots, war, late or non-conforming delivery by a supplier, bankruptcy or collapse of a supplier, laws, regulations, decrees, decisions and other administrative deeds (whatever their legal status), orders or deeds from a public authority or any other cause beyond the control of the Seller or rendering the execution of the contract impracticable. However, if it should prove totally impossible to execute the contract, the Seller is entitled to rescind the contract, as of right and with immediate effect, by informing the Client by registered letter, without its contractual responsibility being forced to become binding on these grounds and without owing damages and interest on these grounds towards the Client, and without prejudice for the Seller's obtaining payment for all sums due, on the date when the circumstances occurred that constitute the force majeure or external cause.

5) CONFORMITY / INSPECTION / RESPONSABILITIES / COMPLAINTS

On delivery, the Merchandise must be inspected by the Client in order to verify the quantities, weight, surface, dimensions, and correctness and to note any obvious faults. Any obvious flaws, defect or non-conformity of the Merchandise should be pointed out by the Client by registered letter with proof of delivery, no later than seven days after delivery and prior to any transformation of the defective Merchandise.

The Client's complaints concerning flaws, defects or non-conformity not detectable at the time of delivery should be communicated to the Seller by registered letter with proof of receipt, as soon as they are discovered and, at the latest, in the six months following delivery.

In case of complaint, the Client should allow the Seller to verify the reality of the flaw, defect or non-conformity alleged by the Client. Any complaint will be rejected if, following the discovery of a flaw, defect or non-conformity or following the moment when such discovery should have been made, the Client begins and/or continues work transforming the Merchandise.



Any complaint will also be rejected if the Client fails to respect the conditions and the deadlines set out above on reporting the facts. The Seller does not guarantee the suitability of its Merchandise for a use determined by the Client or aptitude of the Merchandise for uses, transformations, finishes or coatings for which the Client intends to use it, nor the absence of flaws following the aforementioned operations. The Client is solely responsible for losses resulting from the use and/or the transformation and/or the finish and/or the coating of the Merchandise. the Seller only guarantees to supply Merchandise manufactured according to the standards in common use in the manufacture of such Merchandise.

Before it is finally put to use, the Client agrees to carry out the appropriate checks of conformity and suitability of the finished Merchandise for its intended purpose as well as the absence of flaws following the afore-mentioned operations. He also agrees to indemnify and hold harmless the Seller from any loss, direct and/or indirect, resulting from failure to meet this obligation to carry out checks and/or the afore-mentioned operations.

If the Seller recognize the Merchandise as defective, the Seller will only be obliged, as it chooses, to repair or replace the said Merchandise. In the case of a minor fault, the Client will only have the right to a reduction in the price. In all circumstances, the Client should do everything possible to minimize his loss. Under no circumstances may the Seller be held responsible for any damage such as losses connected with the costs of transforming the Merchandise, production losses, operating losses or any other losses or damage, direct or indirect, suffered by the Client or by any other person. In all circumstances, the Seller responsibility will be limited to the invoiced value of the defective or damaged Merchandise.

6) RETENTION OF OWNERSHIP

The Merchandise delivered remains the property of the Seller until full execution by the Client of his obligations arising from the contract and the GCS, and in particular until the Client has paid the full price.

7) COMPETENT COURTS AND APPLICABLE LAW

The Courts of Tallinn, Estonia will have exclusive jurisdiction to resolve any dispute relating to the contract concluded between the Seller and the Client. Estonian law is applicable to any dispute between the Seller and the Client

