

## **GENERAL TERMS AND CONDITIONS OF SUPPLY OF GOODS OF UAB ANVALDA STEEL AND GLASS**

### **Application of the general terms and conditions**

1. These general terms and conditions of supply of goods of UAB Anvalda steel and glass (hereinafter referred to as the "**General Conditions**") defines the general terms and conditions of supply of goods UAB Anvalda steel and glass, legal entity code 302991481, whose registered office address is Maironio str. 5-4, Trakai, Republic of Lithuania, business address is Klevų Avenue 46, Lentvaris, Republic of Lithuania, private limited liability company registered in the Register of Legal Entities of the Republic of Lithuania (hereinafter referred to as the "**Supplier**"). The General Conditions shall apply to the Supplier and persons purchasing the Supplier's goods and receiving the Supplier's offers for the supply of the Supplier's goods (hereinafter referred to as the "**Customer**"). The Supplier and the Customer shall hereinafter collectively be referred to as the "**Parties**", and each individually as the "**Party**".
2. The General Conditions are published on the Supplier's website at <http://www.anvalda.lt/> and shall be an integral part of the contract concluded between the Supplier and the Customer (hereinafter referred to as the "**Contract**"). The version of General Conditions in force at the time of approval of the Offer applies to the production and supply of the goods. In the event of contradictions between the special conditions specified in the Contract concluded between the Supplier and the Customer and these General Conditions, special conditions shall apply.

### **Ordering of goods and conclusion of the Contract**

3. For the purpose of conclusion of the contract, the Supplier shall submit an offer to the Customer (hereinafter referred to as the "**Offer**"). The Offer shall be considered as an invitation to conclude the Contract, but does not oblige the Parties to conclude the Contract. Upon submission of the Offer by the Supplier, which does not specify a specific time for the approval of the Offer, the Offer shall expire within 30 calendar days from the date of submission of the Offer, unless otherwise stated by the Supplier in writing. The quantity of goods specified in the Offer is preliminary and adjusted in the drafts submitted by the Supplier after the conclusion of the Contract.
4. The Contract shall be deemed to have been concluded upon approval of the Offer by the Customer. The Customer shall approve the Offer, drafts and other documents submitted by the Supplier in writing (including electronic means). The approval of the Customer's Offer, drafts or other documents means that the Customer agrees with the offer and the information contained therein in the relevant document/e-mail/other information medium. The Parties shall also agree in writing on the deadlines for the supply of goods.
5. By contract, the Supplier undertakes to transfer the goods to the Customer in accordance with the quantity and range agreed and adjusted by the Parties, and the Customer undertakes to accept and pay for the goods in accordance with the terms and conditions of the Contract, unless otherwise agreed in writing (including by electronic means).
6. Any modifications to the Contract (specifications of the goods, prices, terms of payment, terms of manufacture/delivery, etc.) made after the conclusion of the Contract shall be agreed by written agreement between the Parties (including by electronic means). The Supplier, without prior notice, shall have the right to change the specification of goods or the method of production of goods, provided such changes do not violate the terms and conditions of the specification of the goods agreed in the Offer, drafts, or other documents and the interests of the Customer.
7. The Customer shall have the right, without giving a reason, to withdraw from the Contract not later than within 3 working days after the date of conclusion of the Contract. The Customer must inform the Supplier in writing of his/her decision. In the event that the Customer cancels the performance of the Contract later than within 3 working days after the conclusion of the Contract without the fault of the Supplier, the Customer must pay a fine equal to 10% of the amount of the cancelled Contract specified

in the Offer, and reimburse for all losses incurred by the Supplier. In the event that the Customer cancels the performance of the Contract for reasons beyond his/her control, the Customer shall not be subject to the condition of payment of a fine, however, the Customer must reimburse for all losses incurred by the Supplier.

8. When submitting the Offer, concluding a draft or performing other actions necessary for the implementation of the Contract, the Supplier shall rely on the data and information provided by the Customer. The Customer shall be responsible for providing accurate and appropriate information to the Supplier. The Supplier shall not be liable for any discrepancy in the good/Contract if it results from the Customer's misrepresentation of data or information.

#### **Price and terms of settlement**

9. The Parties shall be deemed to agree on the selling price of the goods when the Customer approves the Offer in writing (including electronic means). Any price changes after the conclusion of the Contract shall be reconciled by written agreement between the Parties.
10. The invoice issued by the Supplier must be paid within the time limit provided for in the invoice, but not later than 1 day before the date of export of the goods agreed between the Parties. In the event that the Customer has a credit insurance granted by the credit insurance company Euler Hermes, he/she shall be granted a 30 calendar day period for deferral of payment of the invoice for the amount granted by the credit company, calculated from the date of issue of the invoice. Unless otherwise agreed in writing, the Customer, to whom the term of deferral of payment of the invoice applies, shall pay the remaining price until the date of departure of the goods. The day of payment shall be the day on which the money paid by the Customer is credited to the Supplier's bank account.
11. If the Customer fails to pay the invoice issued by the Supplier in due time, the Supplier shall have the right to claim default interest of 0,05% from the overdue amount for each day of delay.

#### **Delivery and reception of goods**

12. The goods shall be delivered or presented to the Customer for withdrawal at a place agreed between the Parties.
13. If, for any reason, the Customer instructs the Supplier to suspend delivery or production of goods, all expenses arising from such instruction (including expenses related to storage, downtime) shall be borne by the Customer.
14. In the event that the Customer approves the drafts less than 30 calendar days before the agreed date of departure of goods, the Supplier reserves the right to set new delivery/export terms by giving prior notice to the Customer.
15. If the Customer has arrears to the Supplier or exceeds the amount of credit insurance, the Supplier shall have the right to suspend all activities related to the goods produced to the Customer (including making of drafts). Upon renewal of the production works of goods after the payment of arrears, the Supplier shall have the right to set a new time limit for the departure of goods.
16. The Customer shall be entitled to claim damages caused by the Supplier missing the intended deadline for the production or delivery of goods only if the Supplier has missed the deadline for the production or delivery of goods by more than 30 days.
17. When accepting goods, the Customer must, at his/her own expense, verify their quantity, range, set-up and quality and compliance with the requirements of the Contract and other applicable requirements. Acceptance of goods means that the goods meet the requirements of the Contract, quality and other applicable requirements. In the event that the Customer identifies any obvious

defects in the quality or quantity of goods, he/she must mark the identified defect in the delivery document of the goods and, indicating the nature of the defects, inform the Supplier thereof. In the event that the Customer accepts the goods without checking the quantity, range, set-up, quality and compliance with the requirements of the Contract, quality and other requirements, the Customer shall lose the right to claim obvious defects in the goods.

18. The Customer confirms that he/she will consider the acceptance of the Offer, draft, terms or any other form of approval and/or acceptance of goods by any of his/her employees or representative as a valid confirmation or appropriate reception of the goods, as appropriate. The signature of the Customer's representative or employee in the delivery document of goods shall be considered as confirmation that the Customer has received and accepted the goods specified in the relevant document. The Customer shall have the right to indicate the discrepancy of the goods in the delivery document, thereby accepting the goods with reservations or in part.

### **Transfer of ownership**

19. The ownership right to the goods shall be transferred to the Customer only after the complete settlement of the goods.
20. The risk of accidental loss or deterioration of goods and other risks related to the goods shall pass to the Customer without any restrictions from the moment of transfer of goods to the Customer.
21. The Customer undertakes to carefully protect the goods the ownership of which has not yet been transferred to him/her in such a way that, prior to full settlement, the goods are identified as the property of the Supplier, maintaining their quality and properties.

### **Warranty and defects**

22. The Supplier applies a 3-year warranty to the goods. The warranty period starts to run from the date of invoice. Goods or parts thereof may be covered by a warranty granted by a sub-supplier.
23. The Customer shall have the right, within the warranty period, to apply to the Supplier for free removal of defects or replacement of goods. The value of elimination of the defect chosen by the Customer or replacement of the item/part of the item may not exceed 12% of the value of all or part of the goods indicated in the Offer (if the project was divided into parts).
24. The warranty is not applicable to:
  - 24.1. parts whose painting defects are due to normal wear and/or damage (bending, cutting or other mechanical operation) and/or improper transport and/or improper storage and/or improper maintenance;
  - 24.2. parts whose paint coating has been affected by the use and/or corrosion of cleaning and/or abrasive cleaning agents;
  - 24.3. parts whose painting defects may have been caused by contact with materials capable of forming a galvanic pair and/or with aggressive substances (alkaline, acidic, etc.);
  - 24.4. changes in the gloss and colour tone brightness or discoloration of the painted surface of the parts used, and changes in other visual qualities of the paint layer caused by sunlight or rain, hail, temperature fluctuations or any other effect where the Offer does not expressly provide for resistance to these factors;
  - 24.5. other goods or parts of goods the defects of which have been caused by their misuse (including improper storage) or improper use.

### **Repair of defects**

25. If the Customer notices non-obvious defects in the goods within the warranty period, the Customer must inform the Supplier immediately after such defects have been noticed, but not later than within

7 days from the day of observation of the defects. The Customer must submit to the Supplier a written notice indicating the defects of the goods and their nature.

26. In the event that the Customer fails to notify the Supplier of the non-obvious defects within 6 months from the date of observation of such defects, the Customer shall not have the right to apply to the Supplier for correction of the defects.
27. After receipt of the written notice, the Supplier shall, within a reasonable period of time, eliminate the defects or replace the defective goods.
28. If the Customer corrects the defects or replaces the goods (or parts thereof) without prior approval of the Supplier, all expenses incurred in correcting such defects or replacing the goods shall be borne by the Customer.
29. From the moment when the Customer observes non-obvious defects in the goods, the Customer shall not have the right to transfer, assemble, repair or perform other actions which would make it difficult for the Supplier to repair or replace the defective goods.
30. If the Supplier fails to correct the defects of the goods or does not replace the goods within a reasonable period of time, the Customer shall have the right, taking into account the defects, to demand a reduction in the purchase price or reimbursement of reasonable direct costs.
31. If the Supplier has corrected the defects of the goods or replaced the goods with new ones, the warranty period for the replaced/repared parts of the goods or replaced goods shall not be recalculated.

#### **Limitation of liability**

32. The Supplier shall be liable for the damage caused only if it is proved that the damage was caused by a mistake or negligence of the Supplier or of another person for whom the Supplier is responsible.
33. The Supplier's liability for any claim arising out of or in respect of this Contract may not exceed 12% of the total price of the goods delivered under the Contract in question. The seller shall not be liable for indirect damages, including, but not limited to, lost profits, loss of production or injury resulting from the Contract.

#### **Return**

34. The goods are non-refundable and non-replaceable.

#### **Applicable law and disputes**

35. The Law of the Republic of Lithuania shall be applied to this Contract.
36. Any dispute arising out of or in connection with the Contract (including disputes concerning the conclusion, validity or termination of the Contract, as well as the implementation of any right/requirement under the Contract and/or any document relating to the Contract) shall be settled before the courts of the Republic of Lithuania. Territorial jurisdiction shall be chosen according to the address of the registered office of the Supplier.
37. None of the Parties will be held liable for any delay or failure to fulfil their obligations for reasons beyond their reasonable control (force majeure).

#### **Other provisions**

38. The Customer shall not be entitled to transfer all or part of his/her rights arising from this Contract.