

WOLF GROUP OÜ GENERAL PURCHASE TERMS AND CONDITIONS

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1. TERMS AND DEFINITIONS

- 1.1. **General Terms and Conditions** – this document;
- 1.2. **Buyer** – Wolf Group OÜ;
- 1.3. **Potential Seller** – a third party negotiating with the Buyer for the purposes of entering the Contract, though not having concluded the Contract yet;
- 1.4. **Seller** – a person (natural or legal) that the Buyer will enter into the Contract with;
- 1.5. **Contract** – a transaction between the Buyer and the Seller, the grounds for the Seller to sell/commit to sell the Goods and/or provide the Services to the Buyer;
- 1.6. **Goods** – item(s) sold by the Seller to the Buyer under the Contract (real estate not included);
- 1.7. **Service** – service(s) provided by the Seller to the Buyer under the Contract;
- 1.8. **Object of the Contract** – Goods and/or Services;
- 1.9. **Parties to the Contract** – the Buyer and the Seller, more than one Buyer and Seller may be involved in a single Contract;
- 1.10. **Order Binding for the Buyer** – declaration of intention submitted by the Buyer to a Potential Seller in a format that can be reproduced in writing for the conclusion of the Contract, stating explicitly that the order will be legally binding for the Buyer and is detailed enough to deem the Contract as concluded, for legal purposes, as of the moment of the Potential Seller granting his/her consent. The Order Binding for the Buyer may be placed for a defined term and then the Contract will be deemed concluded only if the Potential Seller has granted his/her consent within the defined term. By default, an Order Binding for the Buyer will not remain effective for a term longer than 1 (one) week;
- 1.11. **Order Not Binding for the Buyer** – declaration of intention submitted by the Buyer to a Potential Seller, not stating explicitly that the order will be legally binding for the Buyer;
- 1.12. **Order Binding for the Seller** – declaration of intention, submitted by the Seller to a Buyer in a format that can be reproduced in writing for the conclusion of the Contract, being detailed enough to deem the Contract as concluded, for legal purposes, as of the moment of the Potential Buyer granting his/her consent. The Order Binding for the

Seller may be placed for a defined term and the Contract will then be deemed concluded only if the Potential Buyer has granted his/her consent within the defined term. By default, an Order Binding for the Seller will not remain effective for a term longer than 1 (one) week;

- 1.13. **Order Not Binding for the Seller** – a declaration of intention submitted by the Seller to the Buyer, either stating explicitly that the order will not be legally binding for the Seller and/or is not detailed enough to deem the Contract as concluded, for legal purposes, as of the moment of the Buyer granting his/her consent;
- 1.14. **Reclamation** – a notice submitted by the Buyer to the Seller in a format that can be reproduced in writing, at a minimum, specifying the identification of Goods with defects or identification of Services with defects and sets out at least the following information: reference to the Contract, reference to the Goods or Services, description of defects and the method and time for their identification;
- 1.15. **Objection to Reclamation** – objections submitted by the Seller to the Buyer in a format that can be reproduced in writing, at a minimum, that sets out at least the following information: reference to the Reclamation and clearly expressed and justified objections to the defects specified in the Reclamation;
- 1.16. **Price of the Contract** – amount due for the Goods and/or Services specified in the Contract between the Buyer and the Seller, which is to be paid by the Buyer to the Seller and that may be adjusted upon the terms and conditions of the Contract (incl. General Terms and Conditions);
- 1.17. **Effective Date of the Contract** – due date for the transfer of the Goods and/or delivery of Services specified in the Contract between the Buyer and the Seller. The Contract may also set out different effective dates for performance of accessory obligations or partial performance;
- 1.18. **Warranty Period** – a period effective as of from the final acceptance of the Goods by the Buyer until its expiry, as specified in the General Terms and Conditions, requiring the Seller to take responsibility for any defects of the Goods and quality problems that are identified during the Warranty Period; the Warranty Period will also be extended to quality problems identified after the expiry of the Warranty Period which are of the same type of defect that the Buyer identified during the Warranty Period and communicated to the Seller;
- 1.19. **Buyer's Client** – a third person that the Buyer has entered into a contract with or is holding pre-contract negotiations while being a seller or another type of transferor or service provider or a contract party with similar obligations for the purposes of the Contract;
- 1.20. **Goods of Insufficient Quality** – Goods that do not comply with the terms and conditions of the Contract;
- 1.21. **Services of Insufficient Quality** – Services that do not comply with the terms and conditions of the Contract;

- 1.22. **Buyer's Tools** – formwork, fixed equipment, molds for casting, models, print models and other tools and devices that have been specifically and/or mostly created for manufacturing and/or controlling the Goods and/or providing the Services and that have been acquired and paid for and that have been created or acquired, directly or indirectly, with the funds of the Buyer and are in the possession of the Seller. The title of ownership of the Buyer's Tools belongs to the Buyer.
- 1.23. **Confidential Information** - in particular, the following information, regardless of whether in oral, written, electronic or any other form:
- 1.23.1 The fact and contents of pre-contractual negotiations with the Potential Seller as well as the fact and contents of an Order Binding on the Buyer or an Order Not Binding on the Buyer, placed by the Buyer with the Potential Seller, as well as any other information disclosed by the Buyer before the conclusion of the Contract;
- 1.23.2 The fact and terms and conditions of the Contract, with the exception of the General Terms and Conditions;
- 1.23.3 Information that the Buyer is manufacturing the Goods or has the Goods manufactured at the request of the Buyer's Client as well as the fact and terms and conditions of contracts concluded between the Buyer and the Buyer's Clients;
- 1.23.4 The name, area of application, raw materials, recipes, technical specifications, design, drawings, layouts, samples, models, moulds and other manufacturing documents as well as other similar information concerning the Goods or Services manufactured or provided by the Seller to the Buyer and sold by the Buyer to Buyer's Clients;
- 1.23.5 The Seller's, Buyer's and Buyer's Clients' operational and marketing strategies, action plans, business plans, market studies, negotiations, transactions, financial position, investments, product development, technology, working methods, objects of intellectual property rights, software, know-how, costs, the cost and sales prices of products and services, clients, suppliers and other contractual partners, marketing activities, production, marketing and sales results as well as any other similar information.

2. INTRODUCTION

- 2.1. For the purposes of these General Terms and Conditions, all words that start with a capital letter in the sub-sections of clause 1 convey the appropriate meaning described. If the same word is used without a capital letter, the word concerned is assumed to convey the general meaning, except in cases where the non-capitalization is used in clear error.
- 2.2. The General Terms and Conditions will be applicable to all the Contracts that become an inseparable part of the Contract and reflect all the terms and conditions of the Contract. If directly attributable to the regulation arising from the General Terms and Conditions, the General Terms and Conditions shall also be extended to any negotiations that precede the conclusion of the Contract (i.e. pre-contractual negotiations).

- 2.3. The General Terms and Conditions shall also be applicable to other transactions (e.g. barter transaction), where the Buyer shall acquire goods or services from the Seller.
- 2.4. Terms and conditions other than the General Terms and Conditions will only be applicable to contracts if the Buyer and the Seller have explicitly agreed, using a format that can be reproduced in writing, at a minimum, on such a solution or if this is required under the law.
- 2.5. The Seller's general terms and conditions will only be applicable to contracts if the Buyer has granted its written consent.
- 2.6. The General Terms and Conditions will be applicable to all the Contracts without the Parties having to sign them. By concluding the Contract, regardless of the form of the Contract, these General Terms and Conditions shall be deemed as accepted by the Seller and shall therefore become a binding and inseparable part of the Contract for the Parties, except in cases where this is in conflict with the law.
- 2.7. The Buyer will refer to the presence of these General Terms and Conditions for the Seller before the Contract is concluded or, at the latest, simultaneously with the conclusion of the Contract, giving him/her a reasonable period of time to study the terms. Any way and form can be used for reference purposes. It is recommended to use at least a format that can be reproduced in writing.
- 2.8. If the Buyer shall modify the General Terms and Conditions, the modified General Terms and Conditions will be applicable to Contracts that are concluded after the moment of publication of the modification, provided that the Buyer has notified the Seller or Potential Seller of such modifications. Any way and form can be used for notification purposes. It is recommended to use at least a format that can be reproduced in writing for notification. For Contracts that have already been concluded (incl. orders that have been already placed yet not fulfilled), the version of the General Terms and Conditions that was applicable at the moment of the conclusion of the Contract (incl. agreements regarding specific order) shall apply; however, the Buyer is free to require the acceptance of the new version of the General Terms and Conditions by the Seller as a pre-requisite for new orders.

3. GENERAL REQUIREMENTS OF THE SELLER

- 3.1. The following will be required of the Seller both during the negotiations preceding the conclusion of the Contract, the time for the conclusion of the Contract and until due performance of the contractual duties of the Seller (i.e. until the expiry of the Warranty Period):
 - 3.1.1. lasting solvency, not subject to any insolvency proceedings (including, but not only bankruptcy proceedings or rehabilitation proceedings);
 - 3.1.2. persistently active in the business that is specified in the Contract;
 - 3.1.3. financial reliability (including but not limited to positive shareholders' equity and having audited its last year's annual accounts, provided that an audit of annual accounts is mandatory, with the audit report concluding that the Seller is economically sustainable);

- 3.1.4. controlled either directly or indirectly at the level or shareholders/members/stockholders and the managing body (executive board/supervisory board) by the same natural persons (final beneficiaries) as of the time for the initiation of negotiations preceding the conclusion of the Contract and until due performance of the contractual duties;
 - 3.1.5. having sufficient insurance coverage (incl. producer liability insurance) that is considered common and reasonable for entities and activities involved in this business.
- 3.2. Any of the following proceedings are not in process with respect to the Seller both during the negotiations preceding the conclusion of the Contract, the time for the conclusion of the Contract and until due performance of the contractual duties of the Seller:
- 3.2.1. current judicial proceedings or some other proceedings involving the administration of justice or realistic extra-judicial litigation that in case of a negative outcome for the Seller would result in infringement of the ban specified in clause 3.1..
- 3.3. The Seller shall proceed, when holding negotiations that precede the conclusion of the Contract and upon concluding the Contract, in good faith and within the framework of regular business, pursuing reasonable and common business interests and business practice (the same principles must also be observed of the Buyer).
- 3.4. If the Seller is in conflict with the provision specified in clauses 3.1. or 3.2., the Seller shall undertake to notify the Buyer immediately, using, at a minimum, a format that can be reproduced in writing. The Buyer can then cancel any and all the Contracts and interrupt all the negotiations that precede the conclusion of the Contract without incurring any obligation to reimburse possible damages, except the situation where this would be in obvious conflict with the principles of good faith (e.g. if the Seller/Potential Seller will give the Buyer sufficient security for the performance of its duties). The Seller shall have no right to cancel the Contract on any grounds other than those specified in law.
- 3.5. The Seller shall undertake to notify the Buyer, during the term of the Contract, at least thirty (30) days in advance of the following circumstances:
- 3.5.1. working schedule of the Seller's sales department and warehouse during vacations and public holidays;
 - 3.5.2. any changes regarding the Seller's contact person(s) and service staff;
 - 3.5.3. any changes regarding the name, legal entity's registry number and value added tax registry number of the Seller;
 - 3.5.4. changes in the product range offered by the Seller (new products, termination of production etc.);
 - 3.5.5. production stoppage planned by the Seller.
 - 3.5.6. any other circumstances that may interfere with the performance of the Contract (e.g. problems resulting from difficulties with raw material deliveries, etc.).

4. CONCLUSION OF THE CONTRACT AND DOCUMENTS OF THE CONTRACT

- 4.1. The Contract will be concluded, using, at a minimum, an offer placed in a format that can be reproduced in writing and an acceptance given to respond to the offer, using, at a

minimum, a format that can be reproduced in writing. Depending on the situation, the offers can be placed and acceptances given, respectively, by either the Buyer or the Seller. If the Contract is concluded, as a result of joint negotiations, in a format that is written or can be reproduced in writing, the Contract will be deemed concluded once the Parties to the Contract have explicitly expressed this to each other, in a format that is written or can be reproduced in writing. It is recommended to draw up the Contract, if appropriate, as a single contract document.

- 4.2. The Contract will be deemed concluded in accordance with general legal regulation, with the exception of specific details and differences, specified in the General Terms and Conditions, incl. the condition that the Contract will only be deemed concluded once the Buyer has expressed its explicit declaration of intent, using, at a minimum, a format that can be reproduced in writing, that it will consider itself bound by the terms and conditions of the Contract, whereas the expression used must allow for understanding, without doubt, what the specific conditions are that the Buyer wants to be bound with. If this is the case, the terms and conditions referred to explicitly by the Buyer, using, at a minimum, a format that can be reproduced in writing, will be deemed the terms and conditions of the Contract and the terms and conditions not covered by the Buyer's reference will not be applicable. As for the terms and conditions not covered by the Buyer's explicit reference, the provisions of the General Terms and Conditions and law shall apply to the extent that these will not conflict with the General Terms and Conditions. The Contract will not be deemed concluded or terms and conditions modified, amended, etc. by implicit approval, deed, verbal approval, etc. of the Buyer.
- 4.3. As general rules, the Contract will be concluded by the Buyer placing an Order Binding for the Buyer with the Potential Seller, which will then be unconditionally accepted by the Potential Seller, using the same format. If the Potential Seller will accept the Order Binding for the Buyer conditionally or with modified terms and conditions, the Contract will not be deemed concluded before the Buyer has explicitly expressed, using, at a minimum, a format that can be reproduced in writing, that it agrees with the established condition and/or modified conditions or amendments.
- 4.4. Accepting an Order Not Binding for the Buyer, submitted by the Buyer to a Potential Seller, by the Potential Seller (incl. unconditional acceptance) shall not result in conclusion of a Contract before the Buyer has explicitly expressed, using, at a minimum, a format that can be reproduced in writing, its intent to conclude the Contract again.
- 4.5. If the Potential Seller will place to the Buyer an Order Binding for the Seller, the Contract will be deemed concluded once the Buyer has accepted the order by using, at a minimum, a format that can be reproduced in writing.
- 4.6. If the Potential Seller will place to the Buyer an Order Not Binding for the Seller, the Contract will be deemed concluded as of the moment of the order being accepted by the Buyer using, at a minimum, a format that can be reproduced in writing and the Potential Seller has once again accepted the Buyer's acceptance, using the same format. It will be assumed that the Potential Seller will have two (2) working days to accept the Buyer's acceptance to conclude the Contract.
- 4.7. The documents of the Contract (i.e. the documents covering the substance of the Contract) will form the General Terms and Conditions and any conditions (usually shown

in the offer and the order) that the Buyer has explicitly agreed to be bound with on legal basis, using, at a minimum, a format that can be reproduced in writing.

- 4.8. The Seller shall undertake to give the Buyer feedback about the orders within two (2) working days, if not agreed otherwise or provided otherwise by the order.
- 4.9. Once the Contract has been concluded, the terms and conditions of the Contract can no longer be modified without the other Party's consent, which must be given, using at a minimum the same format that was used to conclude the Contract. However, the Buyer shall have the right to modify the technical specification of the Goods purchased under the Contract, if there is a justified need, by notifying the Seller, using, at a minimum, a format that can be reproduced in writing. After receiving the notice, the Parties to the Contract will undertake to negotiate immediately and agree upon the consequences resulting from the modification of the terms and conditions and enter the required amendments into the Contract. The Buyer will then undertake to reimburse the Seller for any reasonable expenditures that accompany the modification and direct damage (profit lost by the Seller is not reimbursed). If the Parties are unable to reach an agreement within a reasonable period of time, both Parties shall have the right to withdraw from the Contract.

5. EFFECTIVE DATE OF THE CONTRACT AND IMPLEMENTATION OF THE DATE

- 5.1. The Effective Date of the Contract is generally explicitly specified in the documents of the Contract.
- 5.2. The Seller will be required to fulfil its main contractual obligation (i.e. the obligation to transfer the Goods or deliver the Services) by the Effective Date of the Contract specified in the Contract. The Contract may also specify separate due dates for the performance of accessory obligations or the performance of the main obligation in parts. If the Contract (incl. General Terms and Conditions) does not explicitly indicate the Effective Date of the Contract or effective terms for accessory obligations, the provisions of law shall apply and the obligations must be performed within a reasonable period of time in any case.
- 5.3. If not provided otherwise by the documents of the Contract, the Buyer will not be required to accept the performance of the Contract from the Seller ahead of the scheduled time or with a delay or in part, except in situations where the refusal would conflict with the principles of good faith.
- 5.4. If the performance of the Contract is delayed, the Buyer shall have full lawful rights, including but not limited to demanding the reimbursement of all the damages caused to the Buyer by the delayed performance. The Seller is aware of the fact that the breach of the Contract will probably result in obstacles to the Buyer's business, possibly incurring serious damages, incl. damages to its reputation that may be difficult to measure.
- 5.5. Considering the provisions given above, the Parties to the Contract have hereby agreed that apart from legal remedies provided by law and the Contract, the Buyer shall have the right, in the case of delayed performance of the Contract by the Seller, to a penalty fine in amount that is equal to a quarter per cent of the amount due by the Buyer to the Seller under the Contract per day for each day the performance is delayed. Settlement

of the penalty fine shall not rule out reimbursement of damages in the amount that exceeds the penalty fine value.

- 5.6. The Seller will be required to notify the Buyer immediately, using, at a minimum, a format that can be reproduced in writing, of a possible risk that the Seller will be unable to perform its contractual obligations in due time, notifying the Buyer of the reasons for a such delay and indicating the expected due date for the performance of the obligations by the Seller. The Buyer shall then have the right to either cancel the Contract or withdraw from the Contract (except in cases where this would be in conflict with the principles of good faith) and use any other legal remedies provided by law.

6. QUALITY REQUIREMENTS AND ENVIRONMENTAL REQUIREMENTS OF THE OBJECT OF THE CONTRACT

- 6.1. The Goods and/or the Services must be in full compliance with all the quality requirements and any other terms and conditions to allow the Buyer use them for the purpose intended for the Goods and/or Services. It will be assumed that the Seller is aware of the methods, conditions and purposes for the use of the Goods and/or Services. The Seller has the right and, if needed for the performance of the Contract, the obligation to demand that the Buyer describes the methods, conditions and purposes for the use of the Goods and/or Services and the Buyer will be required to abide by this requirement. This provision shall not be deemed as a requirement for the Buyer to disclose its business or trade secrets or any other confidential information to the Seller, Potential Seller or any third parties.
- 6.2. Quality requirements specified in the documents of the Contract will be applicable to the Goods and/or Services. If and to the extent that the Contract document does not set out the specific quality requirements, the Goods must have an higher-average quality as commercially required, and the assumed properties must meet the legislative and administrative norms and regulations, particularly in the sphere of safety, occupational safety and anticipation of accidents, and applicable standards (for example, EU and company standards) and guidelines, while being in conformity with state of art standards and generally recognised technological requirements and all the related conditions that are imposed in the destination of the Goods, registered seat of the Buyer and registered seat of the Seller (the ranking indicated shall apply).
- 6.3. If the Buyer has accepted a sample of the Goods aside from the Contract documents, the respective parameters (i.e. function, recipe, appearance, properties, materials, production methods and location etc.) can only be modified with the Buyer's written consent. The Parties to the Contract will also take into consideration that the Seller acts, upon manufacturing the Goods and providing the Services, as a specialist of the trade in particular area of business and the Seller will be required to notify the Buyer immediately and suggest required modification of the parameters of the Goods or Services, if this will be required for the Goods and Services to comply with all the established requirements. Approval of the sample by the Buyer does not affect the Seller's liability for the Goods that do not comply with the terms and conditions of the Contract (incl. warranty liability). The Seller shall have no right to transfer any Goods, without the Buyer's prior explicit consent given using a format that can be reproduced in

writing, manufactured by a third party instead of the Seller (i.e. replacement goods) or in another works of the Seller or another manufacturing location than the sample of the Goods, accepted by the Buyer, to the Buyer to perform the Contract.

- 6.4. Should the Buyer find that some of the parameters of the Goods or Services need to be modified, the Buyer shall have the right to make a respective proposal to the Seller and the latter must promptly and adequately respond to such a proposal and modify the parameters of the Goods or Services, considering the proposal of the Buyer or (being a specialist of the trade in particular area of business) explain why the modification of the parameters concerned would not be appropriate.
- 6.5. If the Parties have not agreed otherwise, the quality requirements specified in the ISO 9001 quality certificate will be applicable to the Goods and any chemical substances that represent the Goods or are included in the Goods must, above all, comply with SDS (safety data sheet), technical specification (TDS - technical data sheet), certificate issued by the manufacturer and regulation (EU) no. 1907/2006 of the European Parliament and Council (REACH). The Seller will be required to comply with all the EU directives and regulations applicable to CLP, REACH or CE-marking and any other national and international appropriate valid legal norms where the EU legislation can be applied. The appropriate conformity declaration with the relevant documents (for third country sellers) shall form an inseparable part of the Contract.
- 6.6. Should the Buyer purchase, within the framework of a single Contract, several Goods of the same or similar type, each article must be of uniform quality and other parameters (whereas deviations in quality shall be deemed an infringement of the Contract) while in the case of chemicals, etc. even minimum deviations in quality shall be deemed an material infringement of the Contract (see also the requirements specified in clause 6.3.).
- 6.7. Should the Buyer enter into several successive Contracts either with the same Seller or Sellers belonging to the same group for the purpose of purchasing several Goods of the same or similar type, the Goods will always be required to meet the same quality and other requirements, for each Contract, as specified for the Contracts indicated above. Deviations in the quality of the Goods or other parameters will only be present if the Buyer has expressed its explicit wish for such changes, using, at a minimum, a format that can be reproduced in writing.
- 6.8. At the Buyer's request, the Seller will be required to supply its Goods with a conformity certificate, setting out the information, requested by the Buyer. At the Buyer's request, the Seller will be required to communicate a certificate, proving the preferential origin of the Goods (in the case of third country Sellers). Deliveries from the third countries must meet the rules applicable to the preferential origin of the Goods under the EU preferential origin conventions.
- 6.9. The Buyer shall have the right to enter the territory and premises of the Seller and/or Potential Seller for the purpose of inspecting the fulfilment of production and quality requirements and other provisions of the Contract and take product samples and perform any other checks that are required to inspect whether the production and quality of the Goods is, as assumed, in compliance with the terms and conditions of the Contract. The Seller will be required to ensure the same inspection right made available to the Buyer

by its contract partners (sub-contractors). Such checks, regardless of their outcome, shall not eliminate or diminish the Seller's liability for the infringement of the Contract.

6.10. The Goods and the production of the Goods must be in compliance with all the applicable environmental and other requirements and safe for both people and nature.

6.11. The rules specified above for the Goods will also be applicable to Services within the scope and extent made possible by their nature.

7. TRANSFER OF POSSESSION AND OWNERSHIP OF THE GOODS AND COMPLETION OF PROVISION OF SERVICES

7.1. The possession of the Goods will be transferred in accordance with the provisions of the Contract. The Goods must be transferred free of any rights of the Seller itself or any third parties to the Goods or any other restrictions. The risk of accidental destruction or loss of the Goods will be transferred simultaneously with the possession of the Goods. Should the Contract provide reference to Incoterms delivery terms, the transfer of the possession and risk of accidental destruction or loss of the Goods will take place in accordance with the delivery terms concerned.

7.2. If not provided otherwise by the Contract, the seat of the Buyer will be deemed the location for the transfer of the possession of the Goods.

7.3. The Seller will be required to transfer the following to the Buyer with the Goods:

7.3.1. a delivery note that must include reference to the Buyer's order/Contract that regulates the sales of the Goods concerned, the name of the Buyer that placed the order, quantity of the Goods, name of the Goods, manufacturer's code for the Goods, delivery address, quantity of transport packaging;

7.3.2. a list of spare parts in the language of the location of destination of the Goods and, at the Buyer's request, also in the English language;

7.3.3. certificates of chemicals that represent the Goods or are ingredients of the Goods (Certificate of analysis);

7.3.4. the Goods must always be accompanied by diversified and complete documentation in the language of the location of destination of the Goods and, if this is not possible for some reason, in the English language;

7.3.5. the Seller will be required to deliver the quality certificate, the "certificate on analysis", to the Buyer by e-mail by the time for delivery and acceptance of the Goods, at the latest, using the e-mail address certificates@wolf-group.com, and the e-mail address of the individual who placed the order.

7.4. In addition to the information specified above, the Seller will be required to deliver with the Goods, without a separate request and in full, all the documents, guidelines, drawings and other documentation that are required to use, implement, etc. the Goods for their intended purpose and that will be required for the intended purpose that the Buyer will use the Goods for – installation, assembly, processing, storage, commissioning, operation, maintenance, inspection and repairs. In addition, the Seller shall immediately

announce, at such a request, the name of the manufacturer, importer or main supplier concerned.

- 7.5. The Seller will be required to mark the Goods and the packaging of the Goods with a marking, allowing for identification of the Goods (name of the goods, manufacturer's commodity code, batch number, production date and/or storage time) and in accordance with the European Union standards, except where the Parties to the Contract have agreed to employ other minimum (stricter) marking requirements. If the Goods will be carried by sea, the name of the shipping company and vessel and other information allowing for identification of the vessel must be marked on the delivery documents of the Goods and related invoices.
- 7.6. The Goods must be packaged in accordance with the terms and conditions of the Contract. Regardless of any other agreements between the Parties, the Goods must, in any case and always, be packaged in such a way as to avoid causing damage to the Goods during transport. The Buyer shall have the right to make the Seller proposals for the packaging of the Goods, if the Buyer finds that there is a risk of damaging the Goods in future cases. The Seller shall undertake, in compliance with common practice, to reclaim the recycling packaging of the Goods at its own expense, if requested by the Buyer.
- 7.7. The Services will be deemed provided in accordance with the terms and conditions of the Contract.
- 7.8. The Parties to the Contract shall draw up a written instrument to formalize the transfer of the Goods and/or provision of Services; the instrument must be signed by the representatives of both parties, if not agreed that an instrument/confirmation, using a format that can be reproduced in writing, will be sufficient.
- 7.9. Transfer of ownership of the Goods will take place simultaneously with the transfer of possession, if not agreed otherwise.
- 7.10. Acceptance of the Goods and/or Services by the Buyer shall not infringe on the Buyer's right to rely upon the breach of the Contract by the Seller and the right for the use of legal remedies.
- 7.11. In a situation where the Goods or Services represent hardware and/or software, these must not include tamper protection, expiry dates or other restrictions of a similar character and these must be free of any third party rights. The Seller will grant the Buyer a transferrable right, free of any geographic or time restrictions, for the use of the software delivered. The Seller will be required to offer maintenance services for the hardware and software and spare parts for a minimum period of 7 years as of the performance of the Contract, as provided, and notify the Buyer, time and again, of the newest updates and versions of the hardware and software (if available).

8. INSPECTION REQUIREMENT AND TESTING OF THE GOODS

- 8.1. The Buyer shall undertake to inspect the Goods within a reasonable period of time after gaining possession of the Goods, considering the quantity of the Goods, character of the items and other circumstances. As a general rule, fourteen days as of the Buyer gaining possession shall be considered a reasonable period of time.

- 8.2. If the Buyer gains possession via a third party (e.g. goods will be transferred to a carrier), the reasonable period of time to abide by inspection requirement will be counted as of the moment that the Goods are available for the inspection by the Buyer's representative who is in employment relations with the Buyer or who has been explicitly authorized by the Buyer to inspect the Goods on behalf of the Buyer.
- 8.3. Parties to the Contract do not assume that the Buyer can identify all the possible defects of the Goods, above all, hidden defects or defects, which cannot be identified immediately in due course of a reasonable inspection (e.g. quantity of items in case of large quantities of the Goods or compliance with the terms of the Contract for every single item of the Goods) of the Goods. The Seller will accept the fact that in case of the Goods to be used by the Buyer to manufacture its products (e.g. chemical substances etc.), the Buyer will probably have the first opportunity to learn about the defects of the Goods after the Buyer has used the Goods for production purposes and therefore, the Buyer will only learn about the defects (incl. notification of the Seller) after the Goods are put into use, which can be a remarkably long period after the collection of the Goods from the Seller.
- 8.4. If some testing is planned with respect to the Goods, the Seller will bear all the relevant material costs, related to the testing, and its own payroll expenses. The Seller will notify the Buyer of the readiness for testing, using a format that can be reproduced in writing, at a minimum, at least one week in advance and will agree upon a testing date with the Buyer. If the Goods are not presented on the given date, the Seller shall bear the Buyer's payroll expenses related to the testing. If, as a consequence of the defects identified, repeated or additional testing will be required, all the relevant material costs and payroll expenses will be borne by the Seller. If the Goods concerned are raw materials, the related inspection costs and payroll expenses will be borne by the Seller.
- 8.5. The rules specified above for the Goods will also be applicable to Services within the scope, extent and at a rate made possible by their nature.

9. NOTIFICATION OF DEFECTS

- 9.1. The Buyer shall notify the Seller within a reasonable period of time of the defects of the Goods identified by the Buyer by sending a Reclamation to the Seller. As a general rule, fourteen days as of the identification of the defect will be deemed a reasonable period of time.
- 9.2. If defects are identified repeatedly in the Goods or items of the Goods or if defects are identified in a number of items of the Goods delivered within the framework of a single Contract, it will be sufficient for the Buyer to notify the Seller at least once within a reasonable period of time and if this is the case, the Buyer will no longer be required to notify the Seller of the same or similar defect upon every consecutive identification of such defect. The Buyer shall then use a consolidated notice to notify the Seller of all the defects, identified by that time, within a reasonable period of time as of the moment the Buyer could reasonably assume that no more such defects will be identified in the Goods delivered within the framework of the Contract (e.g. the whole batch of the Goods has been inspected). The use of such a consolidated notice does not exclude the latter option for the notification about additionally identified defects.

- 9.3. After receiving a Reclamation, the Seller usually shall have the right to inspect the defective Goods and submit an Objection to Reclamation within a reasonable period of time. As a general rule, fourteen days shall be considered a reasonable period of time. The Seller shall have no such right and opportunity, if this is not possible for objective reasons or is economically unreasonable (e.g. defective Goods assembled with the Buyer's goods and their dispossession would be financially less damaging than no assemblance and dispossession); in such cases, the Buyer shall use other methods to record the defects (e.g. photo, testimonies of witnesses, etc.).
- 9.4. If the Buyer has identified major infringement of the Contract and shall submit a Reclamation to the Seller in this respect and the Seller has not responded by submitting an Objection to Reclamation within a reasonable period of time or submits objections that have not been justified with reasonable substance and credibility, the Buyer shall have the right to withdraw from or cancel all the Contracts yet unperformed, having items similar to those covered by the Buyer's Reclamation as the objects of such contracts. In any case, the Buyer shall have the right to make use of any legal remedies provided by law.
- 9.5. When receiving a Reclamation, the Seller shall not have the right to suspend the performance of the Contracts or infringe the Contract in any other way without an appropriate request of the Buyer.
- 9.6. If the Buyer will communicate a declaration of intention to the Seller, announcing that the Seller has infringed its contractual duties (above all, a Reclamation), and the communication of such declaration of intention is either delayed or the declaration of intention gets lost in the process of communication, the declaration of intention will be deemed received upon regular circumstances, provided that the Party to the Contract that sent the declaration of intention can prove that it has expressed its declaration of intention and chosen a reasonable method for its communication.
- 9.7. The rules specified above for the Goods will also be applicable to Services within the scope, extent and at a rate made possible by their nature.

10. PRICE OF THE CONTRACT, INVOICING AND SETTLEMENT

- 10.1. The Buyer shall undertake to pay the Price of the Contract due under the Contract to the Seller provided that the Seller has suitably and fully performed the Contract. The Buyer has the right to withhold the payment of the Price of the Contract and/or decrease the due amount on the grounds provided by law, if the Seller is breaching the Contract.
- 10.2. The obligation to pay the Price of the Contract shall not incur for the Buyer before the following situations, not limited to, have occurred:
- 10.2.1. the Buyer has finally accepted the Goods or Services, meeting the contractual requirements as provided by the Contract, and
 - 10.2.2. the Buyer has received from the Seller a suitable invoice for the payment of the Price of the Contract.
- 10.3. If not provided explicitly otherwise by the Contract, the Price of the Contract agreed shall include, among other things, packaging, transport, transport insurance, customs

declarations (if applicable) and unloading of the Goods, as provided by delivery term “DAP Performance Place” (see the next provision).

- 10.4. The performance place is the destination of the Goods specified in the Contract; if the destination is not indicated in the Contract, the performance place shall be the registered seat of the Buyer at Suur-Paala 10, Tallinn, Estonia. However, the Buyer also has the right, if so desired, to accept the Goods directly from the Seller’s location, as provided by FCA delivery clause. The transport costs and other expenses that would have been added if DAP delivery term would have been applied, compared to FCA term, will then be deducted from the Price of the Contract. The Buyer will notify the Seller in due time of such a request. The ownership and risks will then be transferred to the Buyer upon the transfer of the Goods.
- 10.5. The Price of the Contract will be deemed paid as of the moment the Buyer has made out a payment order in the amount concerned to its account manager.
- 10.6. Invoices are not sent with the Goods but are delivered separately to the Buyer if not provided otherwise. Invoices must include a reference to the Contract; otherwise, the Buyer shall have the right to refuse to accept the invoice. Additional services provided or deficiency of Goods or Services will be indicated separately on the invoice. If the invoices are not in compliance with the requirements set out in this clause or elsewhere in the Contract, the Buyer may demand the sending of a new, suitable invoice and the non-compliant invoice shall not be subject to payment; instead, the suitable invoice will be paid after receiving of the invoice. Every invoice must include a TARIC code and the net weight of the Goods and value added tax registration numbers of the Parties to the Contract in the case of deliveries within the EU.
- 10.7. The Seller will be required to send the invoice to the Buyer’s e-mail address: invoices@wolf-group.com.
- 10.8. If the invoice submitted by the Seller reaches the Buyer later than four (4) days as of the date indicating the preparation of the invoice, the Buyer shall have the right to delay the payment of such an invoice by a number of days equivalent to the submission of the invoice more than four (4) days as of the date indicating the preparation of the invoice. Invoices that reach the Buyer within four days will be due for settlement by the due date indicated on the invoice provided that such a term is in compliance with the Contract.
- 10.9. If the Parties to the Contract have not agreed otherwise, the Buyer shall have the right to pay the Price of the Contract within 45 days as of the receipt of a suitable invoice and/or final acceptance of the Goods or Service, depending on which of the events will arrive later.
- 10.10. Payment of the Price of the Contract does not mean that the Buyer will accept the performance of the Contract on behalf of the Seller as suitable (i.e. regardless of the fact that the Buyer has paid the Price of the Contract, the Buyer may have all the objections regarding due performance of the Contract).
- 10.11. Should the Buyer delay with the payment of the Price of the Contract, the Seller will be entitled to claim the payment of interest on arrears equivalent to zero point zero five per cent of the amount overdue for every day the payment is delayed.

10.12. If the parties have not agreed otherwise, it will be assumed that the general price list of the Goods and/or Services agreed between the Seller and the Buyer shall remain valid for 1 (one) year, at a minimum. The Seller will be required to notify the Buyer of all and any modifications of the price list at least one (1) month before the new prices are applied and get the Buyer's approval for the new prices. New prices will enter into force upon signing of an appropriate written agreement by the parties. If the parties fail to come to an understanding, both parties shall have the right to terminate any further cooperation. If the Seller has not notified the Buyer of the modification of the price list at least one (1) month in advance, the current price list will be extended for a consecutive period of equivalent length that will be, according to assumptions, one (1) year.

11. INTERNATIONAL CONTRACT

11.1. If the acquisition of import or export licenses or some other official permits or confirmations or approvals and/or any certificates etc. from any third parties will be required for the performance of the Contract, timely acquisition and submission of such licences shall be the obligation of the Seller and at its full liability.

12. OWNERSHIP OF INTELLECTUAL PROPERTY, BUYER'S TOOLS AND MISCELLANEOUS ISSUES

12.1. The intellectual property that is created in due course of conclusion and performance of the Contract will belong to the Buyer at the extent that is required by the Buyer, considering the purposes of the Contract and the Buyer's related reasonable and justified interests, except in cases where the Parties have agreed otherwise, using, at a minimum, a format that can be reproduced in writing. Among other things, the Buyer will own all and any intellectual property incurring as a consequence of the Seller creating any works, inventions, utility models, etc. within the framework of the performance of the Contract. The intellectual property of a Party of the Contract, which belonged to the party concerned before the negotiations preceding the conclusion were started, will remain its sole property and the other Party to the Contract shall have no rights with respect to this property, if not explicitly provided otherwise by the Contract. Regardless of the regulation above, the Buyer will not acquire the rights related to intellectual property to an extent ruled out by law (above all, the rights inseparably linked to the person of an author). The Seller shall grant the Buyer, by entering into the Contract, a non-exclusive license with scope that the Buyer will need, in terms of the purposes of the Contract, and the Buyer's related reasonable and justified interests.

12.2. The Seller will be required to apply all the appropriate measures for the Seller's subcontractors, contractual partners, employees, etc. and other persons to be covered with contracts in such a way that the provisions specified herein will also be applicable to them.

12.3. The Seller will be required to immediately notify the Buyer of all the possible situations and threats that will become known to the Seller and may endanger the performance of the obligations, specified herein.

12.4. The Seller will be required to ensure that the Buyer can use and sell the Goods freely, free of any patent-related or other intellectual property protection rights, as a part or accessories of its own products or separately, all over the world, and that such products

of the Buyer and the Goods can be exported without any restrictions, except if agreed otherwise, in writing, by the Parties to the Contract. The Seller will be required to supply, at the Buyer's request, the Goods with all the appropriate certificates, consents, declarations, etc. If after the conclusion of the Contract it becomes apparent that export restrictions or any third party rights or restrictions (incl. restrictions of apparently no relevance) that will prevent the Buyer from using the Goods freely, are extended to the Goods, the Buyer shall have the right to withdraw from the Contract without being obliged to make any reimbursements to the Seller. The Seller will then be required to reimburse the Buyer for all and any related damages.

12.5. The Buyer will be responsible for possible intellectual property disputes related to the Goods upon the following terms and conditions:

12.5.1. The Buyer will be responsible for intellectual property issues related to the Goods, if the Goods have been manufactured accurately and only in accordance with the Buyer's instructions and in compliance with drawings and other guidance materials supplied by the Buyer.

12.6. In situations other than described in clause 12.5., the Seller will be required to ensure that the use and/or sales of the Goods shall not represent the violation of intellectual property rights of any persons either in Estonia or elsewhere and the Seller will be responsible for any accompanying damages (incl. damages initially incurred to the Buyer). If any disputes with third parties arise in this matter, the Seller will be required to participate in the dispute at its own expense and reimburse the related costs, borne by the Buyer, to the Buyer.

12.7. The Seller will be required, consistently and continually, to ensure the Buyer has access to the Buyer's Tools. The Seller will be required to mark the Buyer's Tools in such a way that they would be clearly indicated as the property of the Buyer, keeping these separated from the tools that belong to the Seller, which are not used to manufacture the Goods or provide the Services.

12.8. The Seller will be required to insure the Buyer's Tools and maintain insurance coverage, equivalent to their replacement costs, for the full period the tools are kept in the Seller's possession. The Buyer must be indicated in the insurance contract as a beneficiary.

12.9. The Seller will be not allowed to use the Buyer's Tools for the benefit of the Seller itself or third parties or modify or destroy such tools without the prior written consent of the Buyer.

12.10. The Seller will be required to take care of the Buyer's Tools with due diligence and maintain the tools, as appropriate. The Seller will be required to notify the Buyer immediately, using, at a minimum, a format that can be reproduced in writing, of any damages to the Buyer's Tools and/or if there is a need to repair, update, etc. the tools. The Seller shall have no right to demand separate fees from the Buyer for the maintenance of the Buyer's Tools; it will be assumed that all such expenses are already included in the Price of the Contract(s).

12.11. Every time the Seller needs to build or acquire the Buyer's Tool, a prior arrangement will be made, using, at a minimum, a format that can be reproduced in writing, indicating

who, in what amount, which order and upon which terms and conditions will be required to pay for such tools. If the parties have made no prior arrangements on this matter, the Buyer will not be required to pay separately for the building or acquisition of such Buyer's Tools and it will be assumed that such expenses will be covered by payments of the invoices for the Goods or Services. The Buyer will also reserve the ownership of the Buyer's Tools and any related rights in the situations described.

12.12. The Seller will be required, after receiving an appropriate request from the Buyer, to hand the Buyer's Tools over to the Buyer immediately. The Seller has the right to keep the Buyer's Tools in its possession until these are directly needed for the performance of the Contract. The Seller has no right to demand a separate fee for storing the Buyer's Tools of the Buyer, as it will be assumed that the respective charges are included in the Price of the Contract.

12.13. All the documents and tools that have been made available by the Buyer to the Seller or the Potential Seller for the purposes of manufacturing the Goods or providing the Services will remain the Buyer's property and the Seller or the Potential Seller shall have no right to use these for any other purpose, reproduce or make available to third parties. These will be immediately returned to the Buyer, with all the copies and reproductions, if any, at the latter's request.

13. BREACH OF THE CONTRACT, EXCUSED NON-PERFORMANCE AND ITS CONSEQUENCES

13.1. Breach of the Contract

13.1.1. Should the Seller fail to observe the Effective Date of the Contract (regardless of the length of such delay), transfer (and the Buyer will accept) Goods or Services with defects (except Goods or Services with immaterial defects), this shall represent a material breach of the Contract and the Buyer shall have the right to use any legal remedies, incl. those that assume the presence of a material breach of the Contract. The Buyer shall then have, among other things, the right to:

13.1.1.1. cancel the Contract or withdraw from the Contract;

13.1.1.2. decrease the Price of the Contract;

13.1.1.3. refrain from the performance of its contractual obligations until the Seller has stopped the breach;

13.1.1.4. demand reimbursement of damages (loss of profit included);

13.1.2. If the Seller is breaching the Contract in any other way (immaterial breach included), the Buyer shall have the right to use all the lawful legal remedies, incl. legal remedies specified in clauses 13.1.1.2. – 13.1.1.4. of the Contract.

13.1.3. The Buyer shall have the right to use the legal remedies at its own discretion either in aggregate or separately, immediately or later and in the order found suitable by the Buyer. The Buyer shall have no right to use the legal remedies in ways that conflict with the principle of good faith or law (incl. the use of legal remedies, ruling each other out, at the same time).

14. WARRANTY AND LIABILITY

- 14.1. The Warranty Period of all the Goods delivered under the Contract shall be twenty-four (24) months as of the final acceptance of the Goods, if not agreed otherwise by the Parties, using, at a minimum, a format that can be reproduced in writing.
- 14.2. It will then be assumed that any defect in the Goods, identified during the Warranty Period, was present while the risk of accidental destruction and loss of the goods was transferred to the Buyer and such goods represent Goods of Insufficient Quality, and the Seller will be held liable for such goods. The Seller will also be responsible for noncompliance of the Goods after the expiry of the Warranty Period, if such a defect was present in the Goods at the time of transfer.
- 14.3. The Buyer's confirmation of acceptance and/or acceptance of the Goods will always be subject to a reservation, i.e. the Goods will only be deemed finally accepted if no deficiencies in quantities and/or defects are later identified in the Goods. The Goods will be deemed finally accepted once the Buyer has accepted all the Goods in full and in accordance with the requirements established.
- 14.4. The Seller will be responsible for delivering the Goods that have the right type and quality and that match all the requirements of the Contract (incl. the provisions of General Terms and Conditions); i.e. above all the Goods must be suitable for the intended purpose (incl. Seller's warranty to parts manufactured or services rendered by the Seller's subcontractors, etc.) and shall be held liable for all the claims provided by law and other legal acts.
- 14.5. If the Goods are of Insufficient Quality, the Seller will be required to replace the Goods of Insufficient Quality immediately, at its own expense, for the Goods that meet the terms and conditions of the Contract or have them repaired and reimburse all the damages caused to the Buyer. The Buyer may require that the Goods of Insufficient Quality will not be replaced or repaired, requesting the payment of full damages in cases where the Buyer suffers or would suffer material damages regardless of replacement or repairs.
- 14.6. The damages subject to reimbursement, specified in the clause above, are listed below, including but not limited to:
- 14.6.1. Price of the Contract paid or due by the Buyer to the Seller for the Goods that are of Insufficient Quality;
- 14.6.2. any expenses made or to be made by the Buyer to third parties as a consequence of the Goods of Insufficient Quality (e.g. reclamations of the Buyer's Clients, penalty fines for delays etc., the Buyer's additional payroll expenses, etc.);
- 14.6.3. damages to reputation caused to the Buyer as a consequence of the Buyer selling or having to sell or transferring or having to transfer to the Buyer's Clients products that include Goods of Insufficient Quality, therefore representing goods that do not meet the terms and conditions of the contract for the purposes of the Contract between the Buyer and the Buyer's Client, or by delayed performance of the Contract resulting from the described situation;

- 14.6.4. reimbursement of value of finished production produced using the delivered Goods/raw material of Insufficient Quality;
- 14.6.5. any other damages.
- 14.7. The value of the “Buyer’s payroll expenses”, specified in clause 14.6.2., will be 50 EUR per working hour and the Seller will be required to reimburse the respective amount, multiplied by additionally applied working hours, which the Buyer will communicate to the Seller within a reasonable period of time after the number of working hours has become known, using, at a minimum, a format that can be reproduced in writing. The respective notice can be sent in several parts.
- 14.8. Apart from the damages specified in clause 14.6.2., the Buyer shall have the right to demand compensation for the administration of reclamations submitted to the Buyer by the Buyer’s Clients, the respective amount being one hundred (100) euros (EUR) for each reclamation administrated. This amount will only include additional office payroll expenses spent on the administration of reclamations. This amount does not include additional payroll expenses that shall result from the Goods of Insufficient Quality delivered by the Seller (e.g. additional visual checks on production lines, etc.), which will be subject to reimbursement under clause 14.7.
- 14.9. If it is not possible to clearly measure the damages to reputation, as specified in clause 14.6.3., in monetary terms, the double monthly amount of the Price of the Contracts, concluded by the Buyer with the Buyer’s Clients that submitted reclamations over the previous year, shall be deemed the value of damages to reputation. If business relations between the Buyer and the Buyer’s Clients have been shorter than a year, the average contract price, according to the real length of the business relation, shall be applied.
- 14.10. Damages incurring during the Warranty Period and damages that have incurred after the expiry of the Warranty Period, yet linked back to the events that took place during the Warranty Period or any other damages that the Seller will be held liable for, will immediately be reimbursed by the Seller to the Buyer after having received a respective notice from the Buyer and definitely no later than within 30 days. The respective notice can be sent in several parts.

15. LIABILITY LIMITS

- 15.1. Neither Party to the Contract will be held liable if the breach can be excused under the applicable law.

16. CONFIDENTIALITY

- 16.1. Each Party will keep confidential any Confidential Information that may come to their knowledge in the course of or in connection with pre-contractual negotiations or the conclusion or execution of the Contract.
- 16.2. The following information is not Confidential Information:
- 16.2.1. publicly available information, unless the information was disclosed in violation of the confidentiality obligation;

- 16.2.2. information that has come to a Party's knowledge through a third party that has not violated the confidentiality obligation by disclosing the information; or
- 16.2.3. information that is required to be disclosed under applicable law.
- 16.3. A Party will not communicate, disclose or make available to any third party any Confidential Information and will prevent unauthorised access to the Confidential Information held by the Party.
- 16.4. A Party may use Confidential Information solely for the purpose of performing the Contract and will only disclose Confidential Information to their employees or other parties involved in or used for the performance of the Contract while ensuring that they keep the information confidential. Confidential Information may be disclosed for any other purposes or to any other parties only with the prior written consent of the other Party.
- 16.5. A Party may not use Confidential Information to gain undue competitive advantage, to offer unfair competition, for the benefit of third parties or to cause damage to the other Party or the other Party's clients.
- 16.6. The Seller may only refer to their business relationship with the Buyer with the explicit written consent of the Buyer.
- 16.7. Upon the expiry or termination of the Contract, the Seller will return to the Buyer any or all carriers of Confidential Information or if such return proves impossible, destroy or delete Confidential Information from their data carriers and confirm, on request of the Buyer, that such information has been deleted and data carriers destroyed.
- 16.8. The obligations contained in this Paragraph 16 will survive indefinitely upon termination of the Contract regardless of the ground for termination.
- 16.9. In the event of any breach of the confidentiality obligations contained in this Paragraph **Error! Reference source not found.**, the Party in breach of the obligations will compensate the other Party for the loss suffered due to the breach. In the event of any breach of the Seller's confidentiality obligations contained in this Paragraph 16, the Buyer has the right to demand that the Seller pay a penalty of € 25,000 and compensate for any loss exceeding the amount of penalty. In the event the Buyer's Client has a claim (including a claim for the payment of a penalty or a claim for damages) against the Buyer as a result of a breach of the Seller's obligations, the Seller will fully compensate the Buyer for the damage caused by such a claim.

17. ASSIGNMENT OF THE CONTRACT AND SUB-CONTRACTING

- 17.1. The Seller has no right to assign the Contract to any third parties or use subcontracting for the performance of the Contract without the prior explicit consent of the Buyer, which must be expressed, using, at a minimum, a format that can be reproduced in writing. The Seller shall have the right to use, for the purpose of performing the Contract, partial subcontracting, if the use of such sub-contracting is common and expected for the performance of such contracts. In the situations described above, the Seller will be

required to pre-notify the Buyer of partial subcontracting. The Seller will be responsible to the Buyer for the sub-contractor used in full, on terms equivalent to its own business, on grounds solidarily with the subcontractor.

- 17.2. The Buyer has the right to assign the Contract to any third parties without the Seller's consent, if not agreed otherwise by the Parties, using, at a minimum, a format that can be reproduced in writing. The Buyer must not cause any deliberate damages to the Seller's right by assigning the Contracts. If assigning of the Contract by the Buyer shall endanger the performance of the Buyer's obligations, the Seller shall have the right to demand a security to ensure the Buyer's performance and the Buyer will be required to provide the security or wave the assignment of the Contract or acquire solidary responsibility.
- 17.3. The Seller shall have the pre-right to assign its monetary claims against the Buyer to a third party, having first notified the Buyer of the assignment.

18. INCURRENCE OF COMMON PRACTICE BETWEEN THE PARTIES, MODIFICATION AND TERMINATION OF SUCH PRACTICE

18.1. If the Parties conclude Contracts to purchase the same or similar Goods or the provision of Services for more than three consecutive times and over a period longer than three months, it will be concluded that the Parties have established a regular business relationship with the following legal consequences:

18.1.1. The Seller will be required to observe the practice established during the current regular business relationship when entering into the Contract (incl. value, effective dates, submission of offers and granting consent, etc.), until the Seller has, using, at a minimum, a format that can be reproduced in writing, notified the Buyer three months in advance of its intent to change the established practice or terminate the regular business relationship;

18.1.2. The Buyer will be not bound by the regular business relationship and has the right to terminate the regular business relationship or make a proposal for entering into a contract on terms and conditions other than those established without prior notice.

18.2. The behaviour and established practice cannot change the terms and conditions of the Contract. The terms and conditions of the Contract can only be modified using the same format that was used to conclude the Contract.

18.3. Legal meaning must not be linked to the Buyer's silence or action (act or inactivity).

19. GENERAL PROVISIONS

19.1. The Seller shall undertake to appoint at least one (1) contact person who has the task of managing other activities that take place under the Contract and ensure the availability of at least one (1) employee of the Seller for the Buyer, by phone or electronically, during the Seller's working hours. The name(s) of the contact person(s), number(s) of means of communication and e-mail and regular mail addresses will be laid down with the Contract.

19.2. If any of the provisions of these General Terms and Conditions will be void, as conflicting with law, this shall have no effect on the validity of the other provisions. Another term similar to the void one and conveying a meaning as similar to the void provision as possible, yet in compliance with law, will then be applied.

20. APPLICABLE LAW

20.1. The material law of the Republic of Estonia will be applicable to the Contract. The United Nations Convention on Contracts for the International Sale of Goods (CISG) will not be applicable to the Contract.

21. SETTLEMENT OF DISPUTES AND JURISDICTION

21.1. All disputes resulting from the Contract are settled in the [Arbitration Court of the Estonian Chamber of Commerce and Industry / Arbitration Institute of the Finland Chamber of Commerce / Arbitration Institute of the Stockholm Chamber of Commerce / Swiss Chambers' Arbitration Institution / Court of Arbitration of the International Chamber of Commerce] on the basis of the rules of the Arbitration court. The number of arbitrators shall be [one / three]. The seat of arbitration shall be Tallinn. The language of arbitration shall be English.