

General terms of Aru Grupp AS sales contract

1. Key terms

- 1.1. These General Terms and Conditions of Sales ("**General Terms**") extend to all Non-Enduring Order Confirmations ("**the Agreement**") between Aru Grupp AS ("**Seller**") and legal and / or natural persons ("**Buyer**") for the purchase of goods by the Seller. General terms and conditions are an integral part of the Contract. The Agreement consists of the General Conditions, the Contract Product Specification, and the product installation work, if the Contract stipulates that the Installation work will be carried out by the Seller and other Annexes to the Agreement in accordance with the specification of the products. Questions not regulated by the General Conditions are agreed between the Buyer and Seller in the Agreement.
- 1.2. The General Terms and Conditions use the following terms in the following meanings:
 - 1.2.1. "**Products**" - in accordance with the Seller's standard specifications, windows, exterior doors, stairs or other products produced by the Seller specified in the Contract;
 - 1.2.2. "**Works**" – The installation of Products specified in the Contract for the Works ordered by the Buyer from the Seller in addition to the Products
 - 1.2.3. "**Due date**" - the deadline for payment of the Good(s) (and Works) specified in the Contract;
 - 1.2.4. "**Fine for delay**" -, in the event of late payment of a financial obligation by the lagging party, for each delayed day, to the other party the default interest payable in the amount specified in the General Conditions;
 - 1.2.5. "**Contractual fine**" - a sum of money which the party who failed to fulfill obligations arising from the Contract or the General Conditions and who failed to fulfill their obligations are obligated to pay to the other Party in the cases provided for in the General Conditions;
 - 1.2.6. "**Warranty**" - the Seller's obligation to eliminate defects in the normal use of the Product (and / or Work) during the period and conditions specified by the Seller for

the period and conditions specified by the Seller for the period and conditions specified by the Seller (and / or the Works);

1.2.7. **"Party"** – Buyer or Seller

1.2.8. **"Parties"** - Buyer and Seller

2. **Ordering Products (and Works)**

To purchase-sell the Products (and Works), the Parties enter into the Agreement, indicating the Specification of Products Purchased by the Buyer and transferred by the Seller. The ordering of works from the Seller is possible only with the ordering of the Products. In order to order works, a notice will be made on the Agreement as marked therein, and the installation price and necessary additional products will be included in the Contract for the Works.

3. Payment and Seller's ownership

3.1. The Buyer pays the Seller for the Products (and Works) the price shown in the Contract, plus VAT at the rate set by law.

3.2. If the Buyer has to pay an Advance for the Products (and Works), the Seller undertakes to perform the Contract from the payment of the Prepayment. Upon receipt of a prepayment delay, the Seller has the right to postpone the performance of obligations arising from the Contract from the number of delayed days, plus at least seven (7) calendar days.

3.3. The part not paid for prepayment of the contract price shall be paid by the Buyer to the Seller in accordance with the Contract due date specified in the Agreement.

3.4. The Products (and Works) are subject to full payment to the Seller and the Seller is entitled to repossess them at any time. Upon full payment of the price, the Buyer is not permitted to transfer the possession and ownership of the Products in any way to third parties unless the Parties agree otherwise in the Contract. In the case of the possession and ownership of the Products, the Purchaser must notify the third party of the ownership of the Seller and ensure that the third party assumes in this respect the same obligations as the Buyer in relation to the Seller.

3.5. In case the Buyer has not paid for the Products, but the Products have become an essential part of the immovable when connected to the object, the Seller has the right to demand from the Buyer, in order to ensure the claim arising from the Contract, to set up a mortgage to the Buyer's immovable, which has become a significant part of the Products.

4. The quality of the products (and works), conditions for delivery and non-conformities in the Products (and Works)

- 4.1. The products must conform to the applicable quality requirements and examples of the Aru Grupp AS and the Product Specifications in the Agreement.
- 4.2. The works must comply with building standards and standards in force in the Republic of Estonia, RYL 2000 II class quality requirements and the Agreement.
- 4.3. If the Buyer buys the Products without Work, Seller sells the Products to the Buyer at the place and time agreed upon in the Contract, in accordance with the terms of the Incoterms 2010 agreed upon in the Contract.
- 4.4. In case the Buyer buys the Products with the Works from the Seller, the Seller shall notify the Purchaser of the wish to perform the Works in the manner specified in the General Conditions for at least one (1) calendar days in advance, and the Buyer undertakes to allow the Seller to perform the Works at the time and place agreed upon by the Parties. Upon completion of work, the Seller notifies the Buyer of the wish to transfer the Products and Works, and the Buyer undertakes to accept them.
- 4.5. The date of delivery of the Products (and / or Works) may change according to Section 3.2.
- 4.6. The buyer confirms the transfer of possession of the goods to them by the signature of theirs or their representative, and the name and surname of the issuer in a clearly legible manner, according to the demand of the seller, either on the bill of lading or on the invoice.
- 4.7. In the transfer of the Products (and Works) by the Seller, the Buyer undertakes to review them / have them reviewed. When ordering Products only from the Seller, the Buyer has no right to require the withdrawal of the Products from their packaging upon receipt of the Products. If the Products and Works are those that are indicated in the Contract, the Buyer undertakes to accept them. The Buyer may refuse to accept the Products (and Works) only if they do not materially comply with the requirements specified in the Agreement and Section 4.1.
- 4.8. In case of detecting non-conformities of the Products (and actually performed Works), the Buyer is obligated to notify the Adoption of the Goods within 14 days and demand the conformity of the Products (and / or Works) with the Agreement. At any time, the Seller is entitled to replace the Non-conforming Products at his own expense (and / or to make non-conforming Works) at the expense of the Products (and Works), and the Buyer undertakes to

authorize the said. The parts to be replaced by the replacement of the Products (and / or the Reconfiguration of the Works) belong to the Seller.

- 4.9. If the Buyer does not accept and / or refuses to accept the Products (and / or Works) for this purpose and for that period, the Seller has the right to read the Products (and / or Works) from the time stipulated in the Agreement and the Buyer undertakes to pay Products (and / or Works) as per 3.1. In the case of the Consumer Buyer, the Seller shall notify the Buyer of the Goods (and Works) by reading by e-mail or letter, giving the Buyer a reasonable term of at least five (5) business days for the confirmation of the Buyer's declaration of intention.
- 4.10. The Risk of accidental destruction of the Products (and Works) goes from Seller to Buyer upon transferring / passing on the Products, whichever is the sooner.
- 4.11. Ownership of Products will be transferred to the Buyer at full payment of the purchase price.
- 4.12. When installing the products, the Buyer is required to observe the installation instructions. The Buyer is obliged to follow the Service and Operating Instructions when using and using the Products (and Works). In the event that the Buyer sells the Products to third parties, he shall also undertake to inform all the persons to whom he will hand over the Products to comply with the Installation and Maintenance and Operating Instructions.

5. Delay, Penalty, Damage

- 5.1. In case of late payment of contractual payments, the Seller has the right to demand from the Buyer for each delayed day (including the day of payment) 0.1% of the outstanding amount, but not more than 50% of the total price of the ordered Products (and Works).
- 5.2. In the event that the Buyer fails to accept the Products (and / or Works) unjustifiably within the agreed term of the Agreement, i.e. if the Seller has approved the Products (and / or Works) in accordance with the General Conditions, the Seller has the right to demand from the Buyer the storage fee agreed in the Contract.
- 5.3. In the event that the Parties have agreed on other Terms of Interest or Penalties, the provisions of the Agreement shall apply.
- 5.4. In the event of failure by the Party, the other Party may, in addition to the Contractual penalty and interest for late payment, claim additional compensation for damage only in the cases provided for in the General Conditions. If the violation was committed intentionally or with gross negligence, the offending Party may be required to indemnify for direct financial

damage exceeding the Default or Penalty limit, but not more than 50% of the total price of the Products (and Works).

- 5.5. In no case shall Indemnity be liable to non-material damage (i.e., loss of earnings, Party's or Party's Customer's time etc.) or moral damage to a Party or a person who is in a legal relationship with a Party in regards to Products (and / or Works).
- 5.6. In the event that in another provision of the General Terms and Conditions the Seller's liability is not limited to a greater extent or if the limitation of liability is legally void, the Seller's liability to any Buyer in respect of any claims is, in any case, limited by the Contract price.
- 5.7. The Buyer undertakes to take all reasonable and possible steps to take the most effective measures in order to prevent damage to it, to the Seller or to third parties and / or to reduce the damage.
- 5.8. The Seller is not responsible for the Products (and / or Works) for their non-use, i.e. improper installation, damage or damage caused by the Buyer or a third party. Also, the Seller is not liable for damage caused by the transportation or transshipment of the Products (except in the case of the Seller transporting / transshipment of the Products).
- 5.9. The Seller's liability in the event of non-compliance with the Product (and Works) covers only defective Products (and Works) for repair or replacement. The Seller shall not be liable for any damage to or damage to the Products (and / or Works), correction or indemnification.
- 5.10. The Parties shall be released from liability if the performance of the Contract became impossible due to the manifestation of the force majeure determined in accordance with the applicable law. The Party that has become aware of the occurrence of force majeure has the obligation to inform the other Party immediately in writing in a format which is capable of reproduction. The execution of the contract is delayed by the time of force majeure. If the force majeure for a Party extends beyond 90 days, both Parties shall have the right to terminate the Contract, without obligation to pay to the other Party any Penalty Fees and / or damages.

6. Warranty

- 6.1. The Seller assigns to the Parts of the Products a Warranty Period that includes defects in the manufacturing, material and / or constructional defects of the Product that arise during the warranty period during the normal course of use of the Products.
- 6.2. For the Works, the Seller will provide a 2-year warranty which includes Product Installation work performed only by the Seller, not the Buyer or any third-party. The Work Guarantee

shall be governed by the provisions of the Product Warranties if it does not conflict with the nature of the Works.

- 6.3. The Warranty provided by the Seller is valid only for the Purchase of the Product Seller and for Works Performed by the Seller or Seller's Authorized Contractors. The rights arising from the warranty can only be used by the Buyer who has concluded the Contract with the Seller and the Guarantee is not transferable.
- 6.4. The warranty will be effective from the moment the Products (and Works) are transferred to the Buyer / from the moment of transfer to the Buyer unless otherwise provided in the General Terms and Conditions.
- 6.5. Under no circumstances shall the Seller be liable for damages (including directly or indirectly incurred/caused costs and/or damages to the third party) that are caused by the repair or replacement of defective parts of the Product/Products (and / or Works), repair or compensation, including the damages incurred/caused to the third party.
- 6.6. The warranty does not cover the additional costs involved indirectly in improving the Products (and / or Works), i.e. costs of work, labor, cranes, scaffolding, lifting or other tools, transport, post-work (plastering, etc.), installation of support equipment and other costs, which are not directly corrective to the Product (and / or Work) to be repaired in the Guarantee.

7. Termination of the contract

- 7.1. The contract expires if all the obligations arising therefrom are properly and fully complied with.
- 7.2. The Party may cancel the contract if:
 - 7.2.1. the other Party violates the Agreement substantially, which causes the Party to terminate the Contract beyond reasonable doubt as unacceptable and the Party fails to remedy / terminate the infringement within a reasonable time;
 - 7.2.2. the other Party violates the Agreement continuously and does not end the violation regardless of the respective requirements of the other Party
- 7.3. The Seller has the right to withdraw from the Contract also if the Buyer fails to pay the advance payment for Products (and / or Works) within the agreed term of the Agreement or other amounts payable under the Agreement or does not provide the security provided for in the Agreement.

- 7.4. The Buyer has the right to withdraw from the Agreement also if the Seller's transfer of the Products (and / or Works) is delayed more than one (1) calendar month in the circumstances dependent on the Seller, and in the absence of excusable conduct of the Seller, the Buyer's own actions / inactivity.
- 7.5. The Party who withdraws from the Agreement on the bases of Sections 7.2 - 7.4 has the right to demand from the other Party a contractual penalty corresponding to 10% of the total price payable for the Products (and Works) under the Agreement and, in addition to the full compensation for the direct non-pecuniary damage suffered by the said contractual penalty, not more than 50% of the total price of the Products (and Works) payable under the Contract, as specified in clause 7.6. unless otherwise stated.
- 7.6. In spite of the restraints stipulated in the Agreement, the Seller is always entitled to demand upon withdrawal on the basis of clauses 7.2 - 7.3 from the Buyer at the time of withdrawal reimbursement of the expenses incurred and the loss of revenue for the production of the Products (and the execution of the Works) in full.
- 7.7. The Seller has the right to offset the contractual penalty and loss claim with the amounts received from the Buyer.

8. Other conditions

- 8.1. The Agreement is amended by agreement of the Parties, unless otherwise provided in the Agreement and the General Terms and Conditions
- 8.2. In case the Buyer fails to pay for the Products (and Works) within the prescribed term, the Seller has the right, after 60 calendar days, to realize the products ordered by the Buyer without refunding the Prepayment to the Buyer.
- 8.3. If the Parties have representatives at the time of conclusion and performance of the Agreement, the following conditions shall be followed
- 8.3.1. Representative of the Seller / Buyer is entitled to communicate with the other Party, to receive and transmit to the other Party the information related to the execution of this Agreement and to perform other organizational tasks, but has no right to amend or supplement the present Agreement and its annexes to the Parties.
- 8.3.2. An agreement may be amended and / or supplemented by a person with the appropriate authority or a person with a statutory right of representation on behalf of the Party

- 8.4. The Buyer does not use the Seller's name as part of its name or in any other way that could mislead the relationship between the Seller and the Buyer. The Buyer does not represent the Seller as an authorized reseller.
- 8.4.1. For resale of products, the Buyer is not regarded as the Agent of the Seller and has no right to enter into obligations or to act on behalf of the Seller.
- 8.4.2. The Buyer may use the Seller's name and the Product-related trademarks in their name, mark, website or other promotional material only with the prior written permission of the Seller.
- 8.4.3. If the buyer does not follow the requirements and obligations mentioned in clauses 8.4. - 8.4.2, they pay to the Seller a contractual penalty in the amount of 600 Euros for every violation of the obligation / claim.
- 8.5. All communications between Parties related to the Agreement must be in written form, except unless otherwise provided in the General Terms or in the case of an informational notice that may be forwarded to the other Party in a format which is capable of being reproduced in writing. Notices shall be sent to the Parties on the basis of the contact details indicated in the Agreement, the Parties undertake to notify each other without delay.
- 8.6. The terms of the Agreement are confidential, neither Party may, without the written consent of the other Party, disclose to third parties. The above does not apply to disclosure of the terms and conditions of the Agreement to the Parties' auditors, lawyers, the court or persons who are entitled to know the content of the agreement by law, as well as to those persons for whom the knowledge of the content of the agreement is indispensable, such as the competent staff of the Parties, members of management bodies, shareholders / stockholders and the like.
- 8.7. If necessary, the Seller may transfer the Buyer's data (including personal data) to the Legal Service Provider, the Court, the Debt Collection Entities and the persons who have the legal right to know the information and to perform the actions necessary for the performance of the Contract by the Seller for the performance of the Contract, including the provision of the Products to the Purchaser and the provision of installation services under the conditions specified in clause 9 and proceeding from the conditions of processing personal data of Aru Grupp AS.

8.8. The Seller has the right to transfer the claims arising from the Contract against the Buyer without the consent of the Buyer, in whole or in part, to any persons e.g. collection and / or other claims associations

9. Protection of personal data

9.1. "TERMS AND CONDITIONS OF PROCESSING PERSONAL DATA OF Aru Grupp AS" provide data processing regulations with personal data processing, including personal data, which Aru Group AS processes, the bases, principles and objectives of the processing of personal data by Aru Grupp AS, rights of the data subject and the obligations of Aru Grupp AS in the processing of personal data and security measures for the protection of personal data. By processing personal data, we ensure that we collect, store and process data fairly, transparently and respecting the individual rights of individuals. On a daily basis, we monitor that our activities are, as appropriate, constantly upgraded both legally, with the awareness of the workforce and technically, by monitoring the conformity of their hardware and software with technical progress.

9.2. "TERMS AND CONDITIONS OF PROCESSING PERSONAL DATA OF Aru Grupp AS" is available on the website of Aru Grupp AS at <http://arugrupp.ee/documents>.

10. In matters not regulated in the Agreement and in the General Terms, the Parties are guided by the laws in force in the Republic of Estonia.

11. Disputes between the parties shall be settled by negotiation. If the agreement is not reached, the parties will turn to the Viru County Court to resolve the dispute. Concerning Buyers, this jurisdiction agreement applies if, at the time the contract was concluded, the Buyer was resident in Estonia, but after the conclusion of the Contract, they have left to a foreign country or, at the time of filing the application, their residence is unknown to the Seller.

12. These General Conditions apply from May 25, 2018.