

## GENERAL TERMS AND CONDITIONS OF SALE

**1. Applicability.** These General Terms and Conditions of Sale are applicable for all sale transactions concluded between TRT-Trade UAB (a limited liability company established and operation under laws of the Republic of Lithuania, legal entity code 301679009, registered office address L. Stuokos-Gucevičiaus str. 7, Vilnius, Lithuania) (the **Seller**) as the seller and the party to whom the sale offer is addressed (the **Buyer**). Any standard terms of the Buyer or any third Party are explicitly excluded and do not apply to the sale transactions entered into between the Buyer and the Seller.

**2. Subject matter of the Agreement.** The Buyer shall buy certain goods (the **Goods**) from the Seller pursuant to the terms and conditions agreed under these General Terms and Conditions of Sale and Special Terms and Conditions stipulated in the relevant offers placed by the Seller and accepted by the Buyer. The General Terms and Conditions of Sale and the accepted relevant Offer constitute effective and legally binding agreement on sale-purchase of the Goods (the **Agreement**).

**3. Price of the Goods and payment terms.** The price of the Goods is indicated in the Offer accepted by the Buyer. If the Buyer does not accept the price and/or offers alternative price for the Goods offered, such price becomes binding to the Seller only if the Seller consents to it in writing. Otherwise it shall be deemed that the Parties did not conclude an Agreement on the sale-purchase of the respective Goods. Any prices indicated in the Offers shall be exclusive of VAT unless indicated otherwise.

The Buyer shall pay for the Goods according to the terms agreed in the Agreement.

**4. Specifications of the Goods and other documentation.** The Parties may exchange specifications, user manuals, technical standards and/or other documents related to the Goods that are required in the course of the transactions with respect to such Goods. If such documentation has a mark of qualified use (such as "limited use", "restricted", "confidential" or similar), the Party receiving such documents is prohibited to use such documentation for any other purposes than for the fulfilling of the Agreement and may not reproduce copy or convey in any manner such documentation to third persons.

**5. Delivery.** The Seller delivers the Goods according to the delivery terms specified in Special Conditions of Sale specified on the Offer. Unless otherwise stipulated in the Offer, the default delivery term shall always be EXW (Vilnius) (Incoterms<sup>®</sup> 2010 Rules).

The Seller shall have a right at its sole discretion to (i) withhold the Goods and delay the loading thereof at the Buyer's risk and expense until the price of the Goods is fully paid or (ii) reject the partially paid Offer and return the part of the price paid for the Goods less the deducted penal interest to the Buyer, or (iii) partially deliver the Goods pro rata to the payment received from the Buyer.

**6. Risk of accidental loss of or damage to the Goods.** The risk of accidental loss or damage of the Goods shall pass to the Buyer after the Seller delivers the Goods to the Buyer according to the delivery terms specified in the Offer.

**7. Inspection at delivery.** The Buyer shall inspect the Goods upon delivery. Any claims of non-conformity of the Goods to the terms of the Agreement shall be made by the Buyer within 1 (one) business day of becoming aware of the non-conformity, but not later than 10 (ten) days after the Goods have been delivered to the Buyer.

**8. Invoicing and payment.** The Buyer undertakes to pay to the Seller for the ordered Goods on the basis of the proforma issued by the Seller in accordance with the payment terms indicated in the Offer.

Unless the Offer specifies otherwise, the Buyer must pay for the shipping costs of delivering the Goods to the Buyer and the Buyer is not entitled to invoice the Seller for such shipping costs.

**9. Taxes.** The Buyer agrees to pay any taxes imposed by law upon or on account of the material ordered or services provided hereunder unless otherwise agreed.

**10. Transfer of Title.** Title to the Goods shall transfer to the Buyer upon payment of full price for the Goods and penalties under the Agreement (if any).

**11. Returns.** The Buyer shall not be entitled to return the delivered Goods without prior approval by the Seller. If the return is approved by the Seller then the Buyer will be compensated according to the original invoice sum which will be reduced 20% from the original amount.

**12. Representations and warranties.** The Seller represents and warrants to the Buyer that the Goods (i) are new and fit for sale in the EEA market and that they may be freely traded in the EEA market; (ii) are free from any defects that would affect its use for the intended purpose; (iii) conform to standards applicable for similar type of goods; (iv) are free of all aggravations, pledges, security interests or other encumbrances; and (v) comply with the applicable standards and product safety requirements.

**13. Indemnification.** Save from the cases then the Seller is liable for the damages sustained, the Buyer indemnifies the Seller against all claims by third parties in respect of any damage and liability and will compensate the Seller for any loss as well as the costs ensuing from such claims.

**14. Termination.** The Seller may terminate the Agreement in writing with immediate effect without having applied to the court if the Buyer fails to comply with the terms and conditions of the Agreement and fails to remedy any such breach or default within 5 (five) business days after the Seller's respective written notice.

Either Party may terminate the Agreement immediately at any time by giving written notice if: (i) the other Party ceases or threatens to cease to carry on its business or goes into liquidation, if bankruptcy proceedings are initiated against the other Party or if an administrator or receiver is appointed over any part of its assets or if such Party; or (ii) if the execution of the obligations under the Agreement are not possible as a consequence of legal acts.

**15. Rights after Termination.** Unless terminated due to the breach of the Agreement made by a defaulting Party, in the event of any termination or expiry of the Agreement, neither Party shall be entitled to any compensation.

If the Agreement is terminated due to one of the Parties' fault, the aggrieved Party shall be return of what it has paid/supplied under the Agreement and compensated of direct damages related to the termination of the Agreement.

If the Agreement is terminated due to Buyer's fault, the advance payment paid by the Buyer remains with the Seller and the Buyer is not entitled to its return. In such an event the advance payment paid is considered as minimal non-arguable loss sustained by the Seller due to the termination of the Agreement.

**16. Confidentiality.** Except as otherwise required by law or for the purposes of carrying out the intent of the Agreement, the Parties hereto agree to keep confidential and not to disclose or use for the benefit of themselves or for any other person or body whatsoever the contents of the Agreement and/or any knowledge, information or data concerning the other Party's business or Goods which may be communicated to them or which it may acquire by virtue of the Agreement (unless ascertainable from public information or trade sources).

**17. Liability.** The Seller shall not be liable for indirect damage arising of the non-performance of the Agreement including also the loss of income of The Buyer.

If the Seller is in default with regard to the delivery date, the Buyer shall have a right to terminate the Agreement and the Seller shall return to the Buyer the price of the Goods paid by the Buyer without any penal interest applicable.

**18. Notices.** All notices and other communications under the Agreement shall be in writing or in a format that is reproducible in writing and shall be deemed to have been received by a Party: (i) if delivered by mail or courier service, unless actually received earlier, on the third business day after posting; (ii) if delivered by hand, on the day of delivery; (iii) if delivered by fax, on the day of dispatch if supported by a confirmation from the sender's fax machine that the message has been properly transmitted; (iv) if delivered by e-mail, on the day of dispatch if supported by a receipt notice by the receiver that the message has been properly received. All notices and communications under the Agreement if to the Buyer shall be addressed to the contact details indicated in the Regular Customer Agreement.

**19. Entire Agreement.** Agreement contains the entire understanding between the Parties and supersedes any arrangements, understandings, promises or agreements made or existing between the Parties prior to the Agreement.

**20. Severability.** If any provision of the Agreement or the application of it shall be declared or deemed void, invalid or unenforceable in whole or in part for any reason, the Parties shall amend the Agreement to give effect to the spirit of the Agreement so far as is possible. If the Parties fail to amend the Agreement, the provision which is void, invalid or unenforceable shall be deemed deleted and the remaining provisions of the Agreement will remain in full force and effect.

**21. Assignment.** Neither Party may assign to third persons any rights or obligations under the Agreement without the prior written consent of the other Party.

The Seller may assign claims it has against the Buyer for debt collection purposes.

**22. Amendments.** The Agreement (Offer, Special Terms and Conditions and the General Terms and Conditions for Sale) may only be amended in writing. Amendments made in any other format than in written format are null and void. For avoidance of doubt this does not restrict the right of the Seller to amend its General Terms and Conditions for Sale.

**23. Force Majeure.** Neither Party shall be liable for any failure to comply with the Agreement if such failure results from conditions beyond its control including changes to legislation, regulations, action

of any state authority, state administration or municipality institution, riots, military operations, natural disasters or other force majeure conditions. Parties shall have to continue performing their contractual obligations immediately after the end of force majeure. Should a circumstance of force majeure last more than thirty (30) days, either Party may by written notice to the other terminate the Agreement.

The Parties have agreed that fire, flood, theft or similar events shall not be considered as force majeure if it has been caused by the acts or negligence (omission) of the Buyer or if a third person is liable for such events to the Buyer.

**24. Applicable law.** The laws of the Republic of Lithuania shall apply to the implementation and interpretation of the Agreement. United Nations Convention on Contracts for the International Sale of Goods (CISG) is explicitly excluded and does not apply to the Agreement.

**25. Dispute Resolution.** Any dispute, controversy or claim arising out of or in connection with the Agreement shall be settled by way of negotiations. If the Parties fail to settle the dispute by way of negotiations within 30 (thirty) days after commencement of such negotiations, any such dispute shall be finally settled by the competent court in Vilnius under the laws of the Republic of Lithuania.

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