

## GENERAL TERMS AND CONDITIONS OF THE SALES AND PURCHASE AGREEMENT

### 1. CONTENT OF THE AGREEMENT

- 1.1. These general terms and conditions govern the manufacture and / or sale of goods and services from the seller specified in the order confirmation (hereinafter: the agreement) and their delivery to the buyer. The terms of payment are also set out in the general terms and conditions.
- 1.2. Based on the data provided by the buyer, the seller has prepared a specification and price calculation for the goods and services (hereinafter: price).
  - 1.2.1. The parties agree that the goods are manufactured only on the basis of the data received from the buyer. By his / her signature or by making an advance payment, the buyer consents to the start of production of the goods and confirms that he / she does not wish to have the submitted dimensions and other data checked by the seller's specialist.
  - 1.2.2. If the buyer wants the seller to check the dimensions of the goods, the seller will prepare a measurement sheet. The measurement sheet shall indicate the differences compared to the specification in the order confirmation and the list of services. The buyer pays for the measurement service according to the seller's price list. The buyer is aware that the price of the order may change due to the measurement, and accepts the price change.
  - 1.2.3. The seller shall calculate the price change unilaterally after the measurement results are known and shall notify the buyer of the new price in writing or on another durable medium available to the buyer within five (5) working days after the measurement. If the price is accepted and / or if, as a result of the measurement, the specification and / or price set in the order confirmation do not need to be changed, the production order will be confirmed.
- 1.3. The buyer is solely responsible for complying with the requirements of § 24 (1) 6), 7) and 9) and § 35 (1) and (6) of the Heritage Conservation Act, if necessary. The buyer confirms that before placing the order, if he / she has such a requirement, he / she has drawings or a project approved by the National Heritage Board and a permit to start work. The costs and / or penalties for non-compliance with the requirements shall be borne by the buyer.
- 1.4. The general terms and conditions of the sales and purchase agreement are an integral part of the order confirmation to be concluded between the seller and the buyer. Upon signing the contract and / or paying the advance, the previous oral agreements shall cease to be valid.

### 2. AGREEMENT PRICE, PAYMENT TERMS AND ENTRY INTO FORCE

- 2.1. The seller sells goods and services to the buyer according to the seller's price list.
- 2.2. Payment for goods and services is made by transfer to the seller's current account. Payment is considered to have been made when the money has been received in the seller's current account.

- 2.3. **The buyer shall pay 50% of the price indicated in the order confirmation in advance for the goods and services within three (3) working days from the conclusion of the agreement.**
- 2.4. **The agreement enters into force on the part of the buyer if the buyer has fulfilled clause 2.3 of the general terms and conditions of the agreement.**
- 2.5. **The second installment (50%) must be paid before the windows are issued or, if the agreement also includes the installation of windows, before the start of the installation of the windows.**

### 3. MANUFACTURE AND DELIVERY OF GOODS

- 3.1. The seller reserves the right to change the initially agreed deadline for completion of the goods if the dimensional fixation is delayed due to the customer's actions or if the customer makes changes in the technical solution of window opening fillings (incl. changes in color, type of the glazing units, opening type, window handing and quantities).
- 3.2. The seller notifies the buyer of the completion of the goods. Upon delivery of the goods to the buyer's object, the buyer is obliged to accept the goods immediately. Acceptance of the goods shall be confirmed by the buyer or his / her authorized representative by signing the act of acceptance of the goods. The goods are considered delivered to the buyer at the moment when the buyer signs the act of acceptance of the goods.
- 3.3. The buyer is obliged to inspect the ordered goods with reasonable diligence before signing the act of acceptance of the goods and to notify the seller immediately in writing of any defects discovered. In case of defects in the goods delivered by courier, indicate them in the presence of the courier or refuse to accept the shipment. If there is no indication of defects in the act of acceptance of the goods, the delivered goods are presumed to comply with the requirements.

### 4. CONTENT OF THE SERVICE IN THE SALES AND PURCHASE AGREEMENT

- 4.1. If desired, the buyer orders from the seller the installation of the goods (window opening fillings and ordered accessories) purchased on the basis of the contract (**hereinafter: service**) at the buyer's object.
- 4.2. Services offered and their content:
  - 4.2.1. Transport. If necessary, the cost of scaffolding and / or lift rental is added as a separate service.
  - 4.2.2. Measurement service.
  - 4.2.3. Dismantling of old window fillings. When dismantling old windows, the seller is not responsible for damage to old windows, window sills, exterior window sills and other accessories. The seller is also not liable for damage to surrounding wall constructions of the window openings caused by loose and cracked plaster, shedding of blocks or stones. In addition, the seller is not liable for defects caused to the openings for reasons beyond the control of the installers. Dismantled

windows belong to the customer, unless otherwise agreed.

- 4.2.4. Installation of new window opening fillings. Proper leveling of the opening fillings, fastening with special fastening clamps and insulation with mounting foam. The installation **does not include** finishing the inside and outside window reveals or cutting the foam.
  - 4.2.5. Window sills and their installation. The cavity under the window sill shall be filled with polystyrene, polyurethane foam or a combination thereof.
  - 4.2.6. Exterior window sills and their installation.
  - 4.2.7. Exterior finish with sheet metal angles. Filling the gap between the sash and the outer reveals exceeding 3 mm with mounting foam and covering them with a sheet metal angle. Exterior finishing does not include other facade or interior finishing works: restoration of loose plaster spilled from exterior walls and reveals, restoration or replacement of wooden trims and other covering strips.
  - 4.2.8. Disposal. Disposal of old window fillings as well as other relevant details and debris produced during the dismantling process from the buyer's site.
  - 4.2.9. Interior finishing. Removal of excess mounting foam, restoration of internal window sides with gypsum board GN13, puttying, painting with white paint. This does not include plastering, wallpapering or skirting.
  - 4.2.10. Additional works and materials. Tapes, different installation methods and other accessories are indicated in the contract as separate lines and are paid for according to the price list.
- 4.3. If additional works or services appear on the site during the installation works, an additional written agreement must be concluded between the seller and the buyer as an annex to the agreement.

## 5. PERFORMANCE OF SERVICE WORKS

- 5.1. The seller will install the window opening fillings at the address indicated in the agreement within the agreed time.
- 5.2. If at the agreed time for window installation the air temperature drops below -10 °C, there is strong wind or heavy rain, the installation time may change due to the weather.
- 5.3. The buyer provides the seller's employees and vehicles with free access to the object and access from indoors to the windows to be changed. The buyer shall ensure a working zone with a radius of at least two meters for installation work. The buyer is responsible for covering and protecting the objects, furniture, floors, carpets on the site.
- 5.4. The buyer does not have the right to prohibit employees from wearing and using personal protective equipment (shoes, helmets, safety belts, etc.).
- 5.5. The buyer undertakes to accept the work on the day of completion of the work and confirms the acceptance of the work by signing the act of acceptance of the work. If the buyer does not organize the acceptance of the works after the completion of the works, the work shall be deemed completed and accepted and no further claims shall be accepted.
- 5.6. Deficiencies in the work are fixed in the act and the elimination of the deficiencies is agreed upon.

## 6. WARRANTY AND MAINTENANCE TERMS

- 6.1. The seller provides a warranty for the windows with a term of two (2) years. The warranty claim is based on the agreement. In the event of a warranty event, the seller must be contacted immediately.

6.2. Instructions for installation, maintenance and use of the goods, warranty conditions for PVC, wooden and aluminum clad windows and several other documents can be found on the website of SeiCom OÜ: <https://www.seicom.ee/infokeskus/>.

6.3. **The scope of the guarantee** is the territory of the Republic of Estonia.

6.4. The warranty does not cover defects if the window installation does not comply with the window manufacturer's installation instructions, if the buyer has independently supplemented or modified the windows, if the buyer uses the windows for purposes not intended, or if during the warranty period, the windows have been repaired and / or fixed by the buyer or a third party.

6.5. Disagreements and disputes related to the agreement shall be settled by the parties primarily through negotiations. If disputes arising from the agreement cannot be resolved during the negotiations of the parties, the dispute shall be resolved in Tartu County Court.

## 7. FORCE MAJEURE

7.1. Non-performance or improper performance of the obligations arising from the agreement shall not be deemed to be a breach of the contract if it was caused by circumstances the occurrence of which the buyer and seller did not foresee or could not have foreseen when concluding the agreement.

7.2. For the purposes of this agreement, force majeure means an uprising, general strike, riot in the administrative unit of the parties, war, act of the Riigikogu or Government that significantly impedes the implementation of this agreement, or any other non-contractual event accepted by both parties as force majeure.

7.3. A party whose activities in the performance of its obligations under the contract are hindered due to force majeure is obliged to immediately notify the other party in writing.

7.4. If the circumstances of force majeure last for more than ninety (90) days, this agreement shall be deemed terminated because it is impossible to perform it. In such a case, neither party shall be entitled to claim damages from the other party for non-performance or improper performance of the agreement.