

GENERAL TERMS AND CONDITIONS OF SALES CONTRACTS AT REKMAN OÜ

1. Definitions

1.1. These general terms and conditions of sales contracts ("**General Terms and Conditions**") apply to all sales contracts of non-permanent nature, including oral agreements concluded in the form of offer and acceptance ("**Sales Contract**"), concluded between Rekman OÜ ("**Seller**") and legal and/or physical persons, including consumers ("**Buyer**") for purchasing the products manufactured by the Seller. These General Terms and Conditions form an integral part of the Sales Contract and the installation and maintenance manual ("**Installation Manual**"). The Sales Contract establishes the specifications and installation of the products. The Sales Contract may include various annexes to the Sales Contract, agreed by the Parties before signature of the Sales Contract. Any issues not regulated in the General Terms and Conditions will be agreed by the Buyer and the Seller in the Sales Contract.

1.2. The following terms will have the following meanings in the General Terms and Conditions and in the Sales Contract:

1.2.1. "**Products**" – the windows, exterior doors or other products manufactured by the Seller according to the Seller's standard specifications and specified in the Sales Contract;

1.2.2. "**Works**" – installation of the Products specified in the Sales Contract, ordered by the Buyer in addition to the Product(s) ordered from the Seller;

1.2.3. "**Payment Deadline**" – the deadline for payment for the Product(s) (and Works) specified in the Sales Contract;

1.2.4. "**Late Interest**" – default interest payable by the delaying Party in the amount indicated in the General Terms and Conditions to the other Party in case of a delay in the performance of a financial obligation, for each delayed day;

1.2.5. "**Contractual Penalty**" – the amount payable by the Party who failed to perform or properly perform its obligations arising from the Sales Contract or the General Terms and Conditions to the other Party in the cases laid down in the General Terms and Conditions;

1.2.6. "**Warranty**" – the Seller's duty to eliminate any defects which have appeared in the Product(s) (and/or Works) in normal use or replace a defective Product (and/or Work) in the period and under the conditions established in the General Terms and Conditions;

1.2.7. "**Party**" – the Buyer or the Seller;

1.2.8. "**Parties**" – the Buyer and the Seller.

2. Ordering the Products (and Works)

To purchase and sell the Products (and Works), the Parties will sign a Sales Contract laying down the Products requested by the Buyer and the Products to be sold by the Seller, as well as the specifications of the Products. Any Works can be ordered from the Seller only when ordering the Products. To order the Works, a relevant note will be made in the designated place in the Sales Contract and the price of installation and any extra products or services needed will be added (e.g. hoisting service on the site, weather sealing and/or vapour control tape, etc.).

3. Payment of remuneration and the Seller's reservation of ownership

3.1. For the Products (and Works), the Buyer will pay the Seller the price indicated in the Sales Contract, plus value added tax at the rate established in legislation.

3.2. If the Buyer is required to make an advance payment for the Products (and Works), the Seller will be required to perform the Sales Contract after the advance payment is made. In case of a delay in the receipt of the advance payment, the Seller will have the right to postpone the performance of its duties under the Sales Contract by the number of days the advance payment was delayed, plus an additional ten (10) calendar days. The Seller will also have this right if the Sales Contract prescribes a duty for the Buyer to lodge a deposit, but the Buyer is in delay with the performance of this duty or the deposit has expired and the Buyer has not replaced it with a proper deposit.

3.3. The Buyer will pay the portion of the Sales Contract price not paid in advance to the Seller by the payment deadline agreed in the Sales Contract.

3.4. Until the full payment of the price, the Products (and Works) will be property of the Seller and the Seller will have the right to demand them back into its possession at any time. Until the full payment of the price, the Buyer will be prohibited from transferring the ownership and possession of the Products to third persons in any manner unless agreed otherwise by the Parties in the Sales Contract. In the event of the transfer of the ownership and possession of the Products, the Buyer will notify the third person of the Seller's reservation of ownership and will make sure the third person assumes the same obligations towards the Seller that the Buyer has.

3.5. If the Buyer has not paid for the Products, but the Products have become an essential part of the immovable property when attached to the site, the Seller will have the right to demand that the Buyer provide, to secure the claim arising from the Sales Contract, a mortgage in the amount securing the payment of the purchase price, on the Buyer's immovable property, the essential parts of which the Products have become.

3.6. The delivery times and payment terms for the Products will be laid down in the Sales Contract.

4. Quality of the Products (and Works), delivery terms and non-compliant Products (and Works)

4.1. The Products must comply with the quality requirements and samples of Rekman OÜ and the technical specifications of the Products as provided in the Sales Contract.

4.2. The Works must comply with the construction standards and practices RYL 2010 valid in Estonia.

4.3. If the Buyer purchases the Products without the Works, the Seller will deliver the Products to the Buyer in the place and at the time agreed in the Sales Contract.

4.4. If the Buyer purchases the Products from the Seller together with the Works, the Seller will notify the Buyer of the intent to execute the Works in the manner provided in the General Terms and Conditions at least one (1) calendar day in advance and the Buyer will be required to allow the Seller to execute the Works at a time and in the place agreed by the Parties. Upon the completion of the Works, the Seller will notify the Buyer of the intent to deliver the Products and Works and the Buyer will agree to meet to accept the Products and Works. The Buyer will be responsible for ensuring the conditions required for installation works on the site as established in the Sales Contract.

4.5. The time of the delivery of the Products (and/or Works) may be changed according to clause 3.2.

4.6. Upon the delivery of the Products (and Works) by the Seller, the Buyer will be required to inspect the Products / have the Products inspected. When only ordering Products from the Seller, the Buyer will not have the right, upon accepting the Products, to request that the Products be taken out of the packaging. If the Products and Works are the same as indicated in the Sales Contract, the Buyer will be required to accept them. The Buyer may only refuse to accept the Products (and Works) if these do not in the substantial part comply with the requirements provided in the Sales Contract and in clause 4.1.

4.7. Upon discovery of any non-compliant Products (and factually completed Works), the Buyer will be required to notify the Seller within the shortest reasonable time and demand that the Products (and/or Works) be brought into compliance with the Sales Contract. Instead of bringing the Products (and Works) into compliance with the Sales Contract, the Seller will have the right, at any time, to replace the non-compliant Products (and/or re-execute the non-compliant Works) at its own expense and the Buyer will allow this. Any elements removed from the site during the replacement of the Products (and/or re-execution of the Works) will be property of the Seller.

4.8. If the Buyer is not present at the time agreed and notified to the Buyer to accept the Products (and/or Works) and/or refuses to accept the Products (and/or Works) without any grounds specified in the Sales Contract, the Seller will have the right to deem the Products (and/or Works) as delivered at the time provided in the Sales Contract, and the Buyer will pay for the Products (and/or Works) according to clause 3.1. In case of a Buyer who is a consumer, the Seller will notify the Buyer by e-mail or post of having deemed the Products (and Works) as delivered and will provide the Buyer with a reasonable term of at least five (5) business days to confirm its declaration of intent.

4.9. The risk of the accidental destruction of the Products (and Works) will transfer from the Seller to the Buyer upon the delivery of the Products / upon the Products being deemed delivered.

4.10. Upon the installation of the Products by the Buyer, the Installation and Maintenance Manual needs to be followed. Upon use and possession of the Products (and Works), the Buyer will follow the provisions of the Installation and Maintenance Manual. If the Buyer sells the Products to any third persons, the Buyer will be required to notify all persons to whom the Products are delivered, of the duty to follow the Installation and Maintenance Manual.

5. Late Interest, Contractual Penalty, damages

5.1. If the Buyer is in delay with any contractual payments, the Seller will have the right to demand that the Buyer pay a Late Interest of 0.2% of the outstanding amount for each day exceeding the Payment Deadline (including the date of making the payment), but not more than 50% of the total price of the Products (and Works) ordered.

5.2. In case of failure by the Seller to meet the deadline for the delivery of the Products (and/or Works), if there are no circumstances which exclude the Seller's liability, the Buyer will have the right to demand that the Seller pay a Contractual Penalty of 0.2% of the price of the Products (and/or Works) not delivered, for each delayed day, but not more than 50% of the total price of the Products (and/or Works). The Buyer will only have the right to demand this Contractual Penalty if the failure by the Seller to meet the delivery time of the Products (and/or Works) as established in the Sales Contract prevents the Buyer or a third person to whom the Buyer has sold the Products, if allowed to do so under the Sales Contract or the General Terms and Conditions, from the purposeful use of the Products and the Buyer has provided the Seller with a reasonable additional deadline for the performance of the Seller's duty.

5.3. If the Buyer fails to accept the Products (and/or Works) at a time agreed upon in the Sales Contract without good reason, including if the Seller has deemed the Products (and/or Works) as accepted according to the General Terms and Conditions, the Seller will have the right to demand that the Buyer pay a Contractual Penalty of 0.2% of the amount payable under the Sales Contract, for each delayed day, but not more than 50% of the total price of the Products (and/or Works).

5.4. If the Parties have agreed on other rates of the Late Interest or Contractual Penalty in the Sales Contract, the provisions of the Sales Contract will apply.

5.5. In addition to the Contractual Penalty and the Late Interest, the other Party may demand additional compensation for damages from the Party at fault only in cases provided in the General Terms and Conditions. If a violation was committed intentionally or due to gross negligence, the Party at fault may be required to compensate for the direct material damage exceeding the amount of the Late Interest or Contractual Penalty, but not more than 50% of the total price of the Products (and Works).

5.6. In case of a violation of the Sales Contract, in no event will any indirect damages (including loss of profit, the time spent by a Party or the Party's customer, etc.) be compensated, or the moral damage that may arise for a Party or a person in a legal relationship with the Party with regard to the Products (and/or Works).

5.7. If the Seller's liability is not limited to a greater extent in any other provision of the General Terms and Conditions or if the restriction of liability is legally void, the Seller's liability to the Buyer with regard to any claims will in any case be limited to the price of the Sales Contract.

5.8. The Buyer undertakes to do everything necessary and possible by applying the most efficient measures to avoid any damages to itself, the Seller or any third persons and/or reduce the effect of such damages.

5.9. The Seller will not be liable for any loss or damages caused to the Products (and/or Works) by the non-purposeful use thereof, including incorrect installation, or any loss or damages caused by the Buyer or a third person. The Seller will also not be liable for any damages caused during the transportation or reloading of the Products (except when the Products are transported or reloaded by the Seller).

5.10. The Seller's liability in case of any non-compliant Products (and works) will only cover the replacement or repairs of defective Products (and Works). The Seller will not be liable for repairing or compensating for any damages arising from the repairs of the Products (and/or Works).

5.11. The Parties will be exempt from liability if the performance of the Contract becomes impossible due to the occurrence of force majeure circumstances, which are defined in legislation. The Party who has learned about a force majeure circumstance will be required to promptly notify the other Party thereof in a format which can be reproduced in writing. The performance of the Sales Contract will be delayed by the time of the duration of force majeure circumstances. If the force majeure circumstances affect a Party for more than 90 days, both Parties will have the right to terminate the Sales Contract without having to pay any Contractual Penalties and/or compensating the other Party for any damages.

6. Warranty for the Products and Works

6.1. The Seller will provide the parts of the Products described in clause 6.4 with a 2-year Warranty (unless another date is prescribed in the General Terms and Conditions) which covers the defects caused by manufacturing, material and/or structural errors in the Products, appearing during the warranty period in the normal prudent use of the Products.

6.2. The Seller will provide a 2-year Warranty for the Products, which only covers the installation of the Products by the Seller and not by the Buyer or any third persons. The Warranty for the Works will be subject to the Warranty provisions for the Products if these are not conflicting with the nature of the Works.

6.3. The Warranty provided by the Seller will only apply when the Products are purchased from the Seller and the Works are executed by the Seller or contractors authorised by the Seller. The rights under the Warranty can only be used by the Buyer who has signed the Sales Contract with the Seller, and the Warranty is not transferable.

6.4. The Warranty will apply and the rights deriving therefrom will be used on the territory of the Republic of Estonia and the Warranty will cover the preservation of the wood used in the Products, the form stability of the Products, the airtightness of insulating glass units, the functionality of the Products (fittings) and the durability of the finishing layer. The Warranty for the materials will include wood, metal, non-metal and/or glass parts depending on the Products. The Warranty will become effective at the moment of delivery of the Products (and Works) to the Buyer / at the moment the Products (and Works) are deemed to be delivered to the Buyer, unless provided otherwise in the General Terms and Conditions.

6.5. The Warranty will be void if the Buyer has not fully paid the Seller for the Products (and/or Works). Upon payment of the Sales Contract price and any Late Interests, Contractual Penalties and compensation for damages by the Buyer, the Warranty will become effective retrospectively at the time referred to in the third sentence of clause 6.4 of this Contract.

6.6. In the event of a Warranty Case as stipulated in the General Terms and Conditions, the Buyer will have the right to demand that the Seller repair the Products (and/or Works), or if the repairs are impossible or impractical, replace any defective parts, free of charge (except for the expenses stipulated in clause 6.8). The Seller will have the right to replace any defective Products / parts of the Products with new ones at any time by executing all works needed at its own expense if not provided otherwise in clause 6.8.

6.8. The Buyer will allow the Seller to execute the above by transferring the right of ownership of the Products or parts thereof to be replaced to the Seller.

6.7. In no event will the Seller be liable for repairing or compensating for any damages (including expenses and/or damages arising for / caused directly or indirectly to a third person) caused by the repairs or replacement of defective Products / parts of Products (and/or Works), including any damages arising for / caused to third persons.

6.8. The Warranty will not cover the cost of any additional procedures indirectly involved in repairing the Products (and/or Works), including the cost of any works, labour force, cranes, scaffoldings, hoisting equipment or other facilities, transportation, post-works (plastering, etc.), installation of support structures, etc., which are not directly the repairs of a Product (and/or Works) repaired under the Warranty.

6.9. For any Products / parts of the Products replaced under the Warranty, the original Warranty period will continue, except in case of a consumer Buyer, in which case, a new Warranty with the same duration as the original Warranty will be provided for any Product parts replaced under the Warranty, and the Warranty period will be extended by the duration of the repairs. For any Works repaired under the Warranty, the original Warranty period will continue, and a new Warranty will not be granted, even for a consumer Buyer.

6.10. The Warranty will apply if:

6.10.1. the Products do not exceed the limit sizes for the respective type of Products as established by the Rekman OÜ factory;

- 6.10.2. the Products are delivered to the site in packaging prepared by the Seller;
- 6.10.3. the Products are installed professionally according to the Installation and Maintenance Manual and according to good construction practices without damaging the Products in any way.
- 6.10.4. the maintenance works for the Products are carried out on a regular basis according to the Seller's Installation and Maintenance Manual and documented in a manner which allows verification by the Seller;
- 6.10.5. the Products are used for the intended purpose and prudently;
- 6.10.6. damages to the Products (and/or Works) are not caused by any external factors or third persons (e.g. a blow, pressure, shifting of support structures, including during sinking of the building, deformation, vibration, thieves, birds, animals, weather conditions, including excessive moisture, etc.) or force majeure;
- 6.10.7. the Products have been repaired operatively according to the guidelines established by Rekman OÜ, avoiding the aggravation of the defect.
- 6.11. The Warranty for the preservation of wood will cover any damages to the wooden parts of the Products (rot, form stability affecting the normal use of the Products).
- 6.12. The Warranty conditions for the airtightness of insulating glass units:
- will only cover the formation of condensation and dust between the glasses during the Warranty period;
 - the insulating glass units must be manufactured according to the standard EN 1279 "Glass in building: Insulating glass unit";
 - float glass is used in the composition of the insulating glass units;
 - no patterned glass (according to EN 572-5) or wired glass (according to EN 572-3) has been used in manufacturing the insulating glass units;
 - the glass in the insulating glass units must be free from cracks and other defects and damages.
- 6.13. The Warranty period for all insulating glass units is 2 years.
- 6.14. The Warranty conditions for the metal and non-metal elements of fittings:
- apply to the Products the dimensions of which fall between the limits established by the Rekman OÜ factory;
 - only apply to the functional properties of the fittings (opening and closing of the frame according to the Installation and Maintenance Manual, wind and water tightness in normal and standard environment conditions);
 - do not apply to the surface coating of the fittings;
 - only apply to the fittings installed on the Products by the Seller.
- 6.15. The Warranty conditions for the finish coat:
- the Products must be finished by the Seller;
 - any changes in the Products due to weather (fading of the colour) or any other impact are not deemed to be defects in the finish coat;
 - the emergence of the contours in the glue joints of repair caps and pins, the contours of knots, grains, joints of aluminium surfaces, etc. from the paint coat of the Products due to changes in moisture and/or temperature, but without damaging the finish coat (crackled, peeling, etc.) will not be deemed as defects in the finish coat;
- 6.16. The Warranty periods for the finish coat are as follows:
- for transparent finish (mordant, lacquer, stain) – 2 years;
 - layered boards with transparent finish – 2 years;
 - in case of different finishes on sides (inner and outer sides), the duration of the Warranty is determined based on the outer side finish.
- 6.17. The Warranty will be void in the following cases:
- the Products / parts of Products (and/or Works) are damaged or broken after delivery to the Buyer due to mechanical injuries caused during transportation, installation or use;
 - the Buyer or any third person has not followed the Installation and Maintenance Manual of the Products;
 - the Products / parts of the Products (and/or Works) have been processed or modified in any manner by the Buyer and/or a third person;
 - the Products / parts of the Products (and/or Works) have evidently been damaged knowingly (deliberately or due to gross negligence);
 - the Buyer has notified the Seller of any defects in the Products (and/or Works) late, which has resulted in extensive defects in the Products (and/or Works) and the cost of compensating for such defects is unreasonable compared to what it would have been in case of timely notification;
 - the properties or appearance of the Products (and/or Works) have changed due to the effect of unusual weather or any other natural conditions;
 - the properties or appearance of the Products have changed or been damaged due to the effect of the plastic transportation packaging (packaging film) during long-term storage of the Products (prolonged contact between wood and plastic surfaces, lack of ventilation, generation of condensation);

- the defects in the Products / parts of Products (and/or Works) are caused by natural wear and tear;
- in cases provided for in clause 6.5 of the General Terms and Conditions;
- in case of insulating glass units placed in difficult climate or any other conditions which affect the condition of the units (excessive cold, dryness, humidity, vibration, UV radiation, chemical vapours, etc.);
- in case of insulating glass units with any opaque items installed on the surface – black film, blinds, etc. (an air gap of at least 50 mm must be left between the glasses to avoid a thermal reaction and the glass heating up and breaking);

6.18. Notifications and correction of defects under the Warranty

6.18.1. In case of any defects discovered in the Products (and/or Works) during the Warranty period, the Buyer will notify the Seller thereof in writing within fourteen (14) calendar days at the address garantii@rekman.com, and the notification should contain at least the following information about the defect:

- the most accurate possible description of the defect;
- a photo showing the defect in the Products (and/or Works);
- the manufacturer of the Products and the time of manufacture;
- the name, dimensions and quantity of the Products (and/or Works);
- the name and address of the person notifying;
- the details of the building or other site where the Products were installed (and/or the Works performed).

6.18.2. In case of a lack/incompleteness of the information required by clause 6.18.1 in the notification, the Seller will have the right to deem the notification as not sent and to not perform the duties arising from the Warranty, whereas the deadline for the submission of the notification and the execution of the Buyer's rights under the Warranty will not be suspended. If the Buyer is a consumer, the Seller will provide an additional deadline of at least three (3) calendar days to bring the notification into conformity with the conditions provided in clause 6.18.1.

6.18.3. The presence of any defects in the Products / parts of the Products (and/or Works) will be evidenced by the Buyer. In case of a consumer Buyer, it is presumed that a defect appearing within six months after the day of delivery of the thing to the Buyer was present at the delivery of the thing, unless such presumption is in contravention of the nature of the thing or defect. After this period, the consumer Buyer will have to prove the presence of a defect at the moment of delivery.

6.18.4. To execute any rights under the Warranty, the Buyer will present to the Seller / the Seller's representative, if necessary, a copy of the Sales Contract or payment order, which proves the purchase of the Products from the Seller and/or the execution of the Works by the Seller or the Seller's authorised contractor.

6.18.5. If the Seller receives a notification about any defective Products (and/or Works), the Seller will have the right to send its authorised representative, at a time agreed with the Seller, to inspect the Products (and/or Works), and the Buyer will allow such inspection. The Seller's representative will verify the presence of any defects and find out the reason therefor, preparing a relevant instrument if necessary. If the Buyer's Warranty claim is unfounded, the Buyer will compensate the Seller for all expenses incurred by the Seller with regard to processing the unfounded Warranty claim.

6.18.6. The Works under the Warranty will be executed on business days within a reasonable time agreed with the Buyer.

6.19. If the Buyer is a consumer, the Buyer will also have other legal rights in addition to the rights under the Warranty provided by the Seller.

6.20. If a contractual partner of the Seller changes the Warranty terms applicable to the Seller's Products and/or parts thereof, the Seller will also have the right to unilaterally change the warranty terms of the Products (and Works) as provided in these General Terms and Conditions, by promptly notifying the Buyer thereof. The change will only be effective prospectively.

7. Expiry and term of the Sales Contract

7.1. The Sales Contract will expire when all obligations arising therefrom are properly and fully performed.

7.2. A Party will have the right to withdraw from the Sales Contract if:

7.2.1. the other Party commits a material breach of the Sales Contract and as a result, the further performance of the Contract becomes legitimately unacceptable for the Party withdrawing from the Contract and the Party at fault has not remedied/terminated the breach within the reasonable time provided;

7.2.2. the other Party persistently breaches the Contract and will not terminate the breach regardless of the respective requests by the other Party.

7.3. The Seller will have the right to withdraw from the Sales Contract also if the Buyer fails to pay for the Products (and/or Works) by the deadline agreed upon in the Contract or any other amounts payable under the Contract or fails to lodge the deposit prescribed by the Contract.

7.4. The Buyer will have the right to withdraw from the Sales Contract also if the delivery of the Products (and/or Works) by the Seller has been delayed due to circumstances depending on the Seller and lack of justification for the Seller's behaviour due to the Buyer's own actions/omissions for more than one (1) calendar month.

7.5. The Party withdrawing from the Sales Contract on the grounds provided in clauses 7.2–7.4 of the Sales Contract will have the right to demand a Contractual Penalty from the other Party in the amount of 10% of the total price of the Products (and Works) payable under the Contract and compensation for the direct material damages exceeding the amount of the Contractual Penalty, but not more than 50% of the total price of the Products (and Works) payable under the Contract, unless provided otherwise in clause 7.6 of the Contract.

7.6. Notwithstanding the restrictions prescribed elsewhere in the Contract, the Seller will have the right at any time to demand, upon withdrawing from the Sales Contract on the grounds stipulated in clauses 7.2–7.3, that the Buyer fully compensate for the expenses incurred for and any loss of profit arising from the manufacture of the Products (and execution of the Works) by the moment of withdrawal from the Contract.

7.7. The Seller will have the right to offset the Contractual Penalty and any claims against the amounts received from the Buyer.

8. Miscellaneous

8.1. The Sales Contract may be amended by agreement of the Parties unless provided otherwise in the Contract and the General Terms and Conditions.

8.2. If the Buyer fails to pay for the Products (and Works) by the prescribed time, the Seller will have the right to start using the deposit lodged by the Buyer for guaranteeing payment, without first having to raise a claim against the Buyer.

8.3. If, upon the conclusion and performance of the Sales Contract, the Parties have representatives, the following conditions will apply:

8.3.1. In performing the Sales Contract, the representative of the Seller/Buyer will be authorised to communicate with the other Party, receive from and send to the other Party any information related to the performance of this Sales Contract and perform other administrative tasks, but will not have the right to amend or supplement this Sales Contract or annexes thereof in a manner that is binding on a Party.

8.3.2. The Sales Contract may be amended and/or supplemented on behalf of a Party only by a person with a respective authorisation or right of representation arising from the law.

8.4. The Buyer will not use the Seller's name as part of its own name or in any other manner which could falsely represent the relationship between the Seller and the Buyer. The Buyer will not present itself as the authorised reseller of the Seller.

8.4.1. In reselling any products, the Buyer will not be construed as the Seller's agent and will not have the right to assume any obligations or act on behalf of the Seller.

8.4.2. The Buyer may use the Seller's name and the trademarks related to the Products in its name, on its symbols, websites or in any other promotional materials only with the prior written consent of the Seller.

8.4.3. If the Buyer fails to observe the requirements and duties provided in clauses 8.4– 8.4.2, the Buyer will pay the Seller a Contractual Penalty of 1,000 euros for each violation.

8.5. The Seller will have the right, with the Buyer's written consent, to delegate its contractual obligations to third persons, in which case, the Party delegating the obligations will be liable to the other Party for the performance of the obligations.

8.6. All notices between the Parties with regard to the Sales Contract will be communicated in written form unless prescribed otherwise in the General Terms and Conditions or unless the notices are of informative nature, in which case these may be communicated to the other Party in a format which can be reproduced in writing. Notices will be communicated to the other Party to the contact details provided in the Sales Contract, and the Parties will promptly notify each other of any changes in their contact details.

8.7. The terms and conditions of the Sales Contract are confidential and will not be disclosed by either Party to a third person without the written consent of the other Party. The above will not apply to the disclosure of the terms and conditions of the Sales Contract to the Parties' auditors, lawyers, the court or any persons who have the right to know the content of the Contract under the law, also, to any persons for whom it is imperative to know the content of the Contract, such as the competent employees of the Parties, members of management bodies, shareholders, etc.

8.8. If necessary, the Seller may send the Buyer's data (including personal data) to the provider of a legal service, the court, or undertakings and persons engaged in the collection of debts, who have a legal right to know such data.

8.9. Upon conclusion of the Sales Contract, the Buyer confirms that it has inspected the Products offered. If the Buyer wishes to make any changes in the specifications of the Products after the conclusion of the Sales Contract, the Seller may not be able to change the specifications or stop the manufacturing process, so the Buyer will not have the right to demand that these be changed during the manufacturing process. In this situation, the Buyer will have the right to order a new Product/Products and/or compensate the Seller for any additional expenses arising from the manufacturing or the materials for adjusting the order.

8.10 The Seller will have the right to transfer the claims arising from the Sales Contract against the Buyer in part or in full to any persons, including collection agents and/or other institutions dealing with claims, without requesting the consent of the Buyer.

8.11. In any issues not regulated in the Sales Contract, the Parties will follow the legislation valid in the Republic of Estonia.