

## GENERAL TERMS AND CONDITIONS FOR THE SALE AND SUPPLY OF AUTOMOTIVE SPARE PARTS

These General Terms and Conditions for the Sale and Supply of Automotive Spare Parts (the “**Terms**”) apply to the sale and supply of automotive spare parts, components, accessories, consumables and related products by R3 AUTOMOTIVE OÜ, a private limited company established and existing under the laws of Estonia, registration code 16119602, address Järvevana tee 9, 11314 Tallinn, Estonia, e-mail [admin@r3automotivesolutions.com](mailto:admin@r3automotivesolutions.com) (the “**Supplier**”), to any purchaser of such products (the “**Buyer**”).

These Terms form an integral part of each quotation, offer, order confirmation, pro forma invoice, invoice, delivery and other transaction between the Supplier and the Buyer where these Terms are referred to or otherwise made available to the Buyer before or at the time of conclusion of the relevant transaction. By placing an order, accepting a quotation or order confirmation, paying a pro forma invoice, accepting delivery of Products or otherwise proceeding with such transaction, the Buyer agrees that these Terms apply to the relevant transaction, and each confirmed order or other transaction constitutes a contract governed by these Terms (a “**Contract**”).

The Supplier and the Buyer are each also referred to as a “**Party**” and together as the “**Parties**”.

### 1. SUBJECT OF THE TERMS AND CONTRACTS

- 1.1 Terms govern the sale and supply by the Supplier to the Buyer of automotive spare parts, components, accessories, consumables and related products, including original equipment manufacturer parts, aftermarket parts, refurbished or reconditioned parts where expressly agreed, and related documents, certificates and services, if any (the “**Products**”).
- 1.2 Terms apply to all quotations, offers, order confirmations, pro forma invoices, invoices, deliveries and related transactions between the Parties, unless the Parties expressly agree otherwise. Any deviation from these Terms applies only to the specific transaction for which it is expressly agreed and does not amend these terms generally. Neither these Terms nor any Contract do oblige the Supplier to accept any order or to maintain any specific stock level unless expressly agreed in a binding order confirmation.
- 1.3 In the event of conflict between the Terms and a quotation, order confirmation, invoice, delivery note, packing list or other transaction document, the specifically agreed transaction document shall prevail for the relevant transaction only to the extent of the conflict. The Buyer’s general terms and conditions shall not apply unless the Supplier has expressly accepted them in writing. The Buyer’s purchase terms, order terms, portal terms, standard conditions or any similar terms shall not apply even if they are referred to in the Buyer’s order, acceptance, payment document, transport document, portal or other communication, and the Supplier’s performance shall not be deemed acceptance of such terms.
- 1.4 The Supplier may provide product information, catalogues, references, cross-references, compatibility data, images, estimated delivery times and similar information. Such information is provided in good faith and is not a warranty of fitness or compatibility unless expressly confirmed by the Supplier in a binding order confirmation. The Buyer remains responsible for verifying the suitability of the Products for the intended vehicle, market, installation conditions and end use.
- 1.5 The Buyer shall provide all information reasonably required by the Supplier to identify the Products, including vehicle identification number, original part number, model, year, engine type, specifications, required quantity, destination, intended end use and end-user information where relevant. The Supplier may rely on such information and shall not be liable for incorrect supply caused by incomplete, inaccurate or misleading information provided by the Buyer.

### 2. ORDERS, PRICES, FEES AND BILLING

- 2.1 The Buyer shall pay to the Supplier the price of the Products and any agreed charges for packing, handling, transport assistance, transport, insurance, customs documentation,

certification, storage, expedited processing or other ancillary services (together, the “Price”), to which statutory VAT or any other applicable taxes, duties or charges will be added if applicable.

- 2.2 Prices are indicative until the relevant order is confirmed by the Supplier and are exclusive of VAT, customs duties, import taxes, banking fees, insurance, unloading, storage, demurrage and destination charges. The Supplier may change prices before order confirmation. Prices may also be adjusted after confirmation if the adjustment is caused by changes in law, taxes, duties, exchange rates, manufacturer prices, freight costs or other external costs outside the Supplier’s reasonable control which materially affect the cost of performance.
- 2.3 An order placed by the Buyer constitutes an offer to purchase Products under these Terms. The order becomes binding on the Supplier only when the Supplier confirms it, issues a pro forma invoice stating that the order is accepted, or delivers the relevant Products. If the Supplier requires advance payment, the order becomes binding on the Supplier only after the Supplier has received the required advance payment in cleared funds, unless the Supplier expressly confirms the order before receipt of payment. Automatic acknowledgements of receipt shall not constitute acceptance.
- 2.4 The Supplier may accept an order in whole or in part and may make acceptance conditional upon advance payment, credit approval, availability of Products, receipt of documents, sanctions and export-control screening, transport feasibility or other commercially reasonable conditions. The Supplier may reject an order without liability if Products are unavailable, discontinued, subject to restrictions, or if the Buyer has overdue amounts or has otherwise materially breached the Contract.
- 2.5 The Buyer may cancel or amend a confirmed order only with the Supplier’s prior consent. Products ordered specially for the Buyer, non-stock Products, original parts ordered by VIN or original part number, Products sourced from third parties specifically for the Buyer, Products with limited shelf life, and Products already dispatched may not be cancelled or returned without the Supplier’s consent, except where mandatory law requires otherwise. If a cancellation or amendment is accepted, the Buyer shall compensate the Supplier for all costs, charges and losses reasonably incurred in connection with such cancellation or amendment, including supplier cancellation fees, transport, handling and storage costs.
- 2.6 The Supplier may issue invoices electronically. Invoices are payable in EUR to the bank account stated on the invoice. The Buyer shall bear all bank charges, transfer fees, currency conversion costs and similar payment costs so that the Supplier receives the full invoiced amount.
- 2.7 The Supplier may issue an invoice when the Products have arrived at the Supplier’s warehouse or when the Supplier has received confirmation from the manufacturer, upstream supplier, carrier or freight forwarder that the Products are expected to arrive at the Supplier’s warehouse within a commercially reasonable time. The applicable payment term starts from the date of the invoice.
- 2.8 All payments made in discharge of financial obligations shall be deemed to have been made firstly to cover the costs of collection of the debt, then any other costs to be reimbursed, then any interest and contractual penalties which have already become due and finally the principal obligation.
- 2.9 The Buyer shall not set off, deduct or withhold any amount because of a claim relating to other Products, another order, warranty, alleged non-conformity or any counterclaim, unless the Supplier has accepted the specific set-off, deduction or withholding or unless mandatory law requires otherwise.

### **3. PAYMENT TERMS AND CREDIT**

- 3.1 Unless the Supplier has granted the Buyer credit terms in a binding order confirmation or invoice, the Buyer shall pay the Price in full before the Products are handed over, dispatched or otherwise made available to the Buyer or its carrier.
- 3.2 Where the Supplier grants credit terms, the standard payment term shall be up to 30 calendar days from the date of the invoice. By special agreement, the Supplier may grant a payment

term of up to 60 calendar days from the date of the invoice. The payment term starts from the date of the invoice. Credit terms may be withdrawn, reduced or suspended by the Supplier at any time for future deliveries if the Buyer's creditworthiness deteriorates, the Buyer delays payment, a sanctions or export-control risk arises, or other circumstances reasonably justify such action.

- 3.3 If the Buyer fails to pay any amount when due, all unpaid amounts owed by the Buyer to the Supplier shall, at the Supplier's option and subject to a notice, become immediately due and payable. The Supplier may suspend further deliveries, refuse to release Products, require advance payment or adequate security, and exercise retention rights to the extent permitted by applicable law.
- 3.4 The Buyer shall pay default interest on overdue amounts as set out in Section 7.2. The Supplier may also recover reasonable collection costs, legal costs, storage costs and other costs incurred as a result of late payment.

#### **4. DELIVERY TERMS, TRANSPORT AND DOCUMENTS**

- 4.1 Delivery shall be made under Incoterms® 2020 where an Incoterms rule is agreed for the relevant transaction. The agreed Incoterms rule, named place and any additional delivery requirements shall be stated in the order confirmation, pro forma invoice, invoice or other transaction document.
- 4.2 Delivery dates and lead times are estimates unless expressly agreed as fixed. The Supplier shall use commercially reasonable efforts to meet agreed delivery times, but delay caused by manufacturers, upstream suppliers, carriers, customs authorities, force majeure, compliance checks, missing documents or the Buyer's acts or omissions shall not constitute a breach by the Supplier. The Buyer shall promptly inform the Supplier if delay is likely to cause material loss so that the Parties can consider reasonable mitigation measures. Any collection period, delivery window, unloading deadline or other time period notified by the Supplier to the Buyer for the Buyer's performance is binding on the Buyer, unless the Supplier expressly states that it is indicative.
- 4.3 EXW alternative. If the Parties agree on delivery under EXW at the Supplier's warehouse or another named place stated in the relevant order confirmation, pro forma invoice, invoice or other transaction document, Incoterms® 2020 shall apply as follows:
  - (a) the Products shall be delivered when they are placed at the Buyer's disposal at the Supplier's warehouse or other named place, not loaded on any collecting vehicle;
  - (b) the Buyer shall arrange and bear the cost and risk of transport, loading, export clearance, import clearance, transit, customs duties, taxes, permits and insurance, unless mandatory law provides otherwise or the Parties expressly agree otherwise;
  - (c) the Supplier may, as a separate service and without assuming the obligations of a carrier, freight forwarder or customs agent, assist the Buyer in arranging transport, contacting carriers, preparing commercially available documents or obtaining indicative transport prices;
  - (d) if the Supplier assists with transport under Section 4.3(c), the carrier shall be deemed to act for the Buyer, and such assistance shall not change the agreed EXW delivery term, transfer of risk or allocation of costs unless the Parties expressly agree otherwise; and
  - (e) if the Buyer fails to collect the Products within the collection period notified by the Supplier under Section 4.2, or, if no specific collection period is notified, within 5 business days after notice that the Products are available, the Supplier may store the Products at the Buyer's cost and risk and invoice reasonable storage, handling and insurance costs.
- 4.4 DAP alternative. If the Parties agree on delivery under DAP to the Buyer's warehouse or another named place of destination stated in the relevant order confirmation, pro forma invoice, invoice or other transaction document, Incoterms® 2020 shall apply as follows:
  - (a) the Supplier shall arrange carriage of the Products to the named place of destination stated in the order confirmation;

- (b) delivery shall occur when the Products are placed at the Buyer's disposal on the arriving means of transport ready for unloading at the named place of destination;
  - (c) the Supplier shall bear the costs and risks of carriage to the named place of destination, except for unloading, import clearance, import duties, taxes, customs charges, storage after attempted delivery, demurrage and other destination charges, which shall be borne by the Buyer unless expressly agreed otherwise;
  - (d) the Buyer shall provide accurate delivery details, import documents, permits, tax numbers, end-user information and other documents required for import and delivery, and shall ensure timely unloading and receipt of the Products; and
  - (e) the Supplier shall keep the Buyer reasonably informed of the delivery process, including material changes in expected delivery time that are known to the Supplier, based on information reasonably available from carriers, freight forwarders and customs brokers. Any unloading, receipt or delivery coordination deadline notified by the Supplier to the Buyer is binding on the Buyer in accordance with Section 4.2, and delay by the Buyer shall entitle the Supplier to recover storage, demurrage, waiting time, redelivery and other additional costs.
- 4.5 The Supplier is not responsible for unloading, installation, customs clearance in the country of import, obtaining import licences, payment of import duties or taxes, or compliance with the Buyer's local market requirements except to the extent expressly stated in the relevant order confirmation or other transaction document. The Buyer shall be the importer of record unless mandatory law or an agreed delivery term provides otherwise.
- 4.6 The Buyer shall inspect the Products and packaging immediately upon delivery or collection. Visible damage, shortage or discrepancy must be recorded on the carrier's delivery document where possible and notified to the Supplier under Section 6. Hidden defects must be notified within the period set out in Section 6.4.
- 4.7 The Supplier may make partial deliveries and issue separate invoices for partial deliveries, provided that partial delivery does not materially deprive the Buyer of the benefit of the relevant order. The Buyer may not refuse a delivery solely because it is partial, early or differs immaterially from the estimated delivery schedule.

## **5. TRANSFER OF RISK AND RETENTION OF TITLE**

- 5.1 Risk in the Products shall pass to the Buyer in accordance with the agreed Incoterms® 2020 delivery term. If no Incoterms rule has been agreed, risk shall pass when the Products are placed at the Buyer's disposal at the Supplier's warehouse or, where the Supplier has agreed to arrange carriage without an Incoterms rule, when the Products are handed over to the first carrier.
- 5.2 Title to the Products shall remain with the Supplier and shall not pass to the Buyer until the Supplier has received full payment of the Price and all related amounts due for the relevant Products, including taxes, transport charges, default interest and collection costs, to the extent retention of title is valid under the applicable law and the law of the place where the Products are located.
- 5.3 Until title passes to the Buyer, the Buyer shall keep the Products identifiable, store them separately where reasonably practicable, maintain them in good condition, not pledge or encumber them, and notify the Supplier without delay of any seizure, attachment, insolvency proceedings or third-party claim affecting the Products.
- 5.4 The Buyer may resell Products in the ordinary course of business before title passes only if the Buyer is not in default and the resale is not prohibited by sanctions, export-control rules or the Contract. To the extent permitted by applicable law, the Buyer assigns to the Supplier as security all claims arising from resale of Products for which title has not passed, up to the unpaid amount owed to the Supplier.
- 5.5 If the Buyer fails to pay when due or materially breaches the Contract, the Supplier may, subject to mandatory law, demand return of Products for which title has not passed. Taking back Products shall not by itself constitute cancellation of the Contract unless the Supplier expressly states so.

## **6. INSPECTION, CLAIMS, WARRANTY AND RETURNS**

- 6.1 The Supplier warrants that, at the time risk passes to the Buyer, the Products materially conform to the confirmed order and are free from material defects in title and quantity. Unless expressly agreed otherwise, the Supplier does not warrant that the Products are suitable for any specific vehicle, market, regulatory requirement, climatic conditions, fuel quality, installation method or end use beyond the manufacturer's published specifications.
- 6.2 Manufacturer warranties, if any, shall apply to the extent provided by the relevant manufacturer and transferable to the Buyer or end customer. The Supplier's warranty obligation is limited to facilitating a reasonable warranty process with the manufacturer or upstream supplier where applicable, unless mandatory law or a specific written warranty by the Supplier provides otherwise.
- 6.3 The Buyer shall inspect the Products immediately upon delivery or collection and shall check quantity, product references, packaging, visible damage and apparent conformity. Claims concerning shortage, wrong items, transport damage or other defects apparent upon reasonable inspection must be notified to the Supplier within 5 business days after delivery or collection.
- 6.4 Claims concerning hidden defects must be notified to the Supplier without undue delay after discovery and in any event within 10 business days after the Buyer discovered or should reasonably have discovered the defect. The notice must include the order and invoice number, product reference, quantity affected, photographs where relevant, a description of the alleged defect, installation details where applicable and any documents reasonably requested by the Supplier.
- 6.5 The Buyer shall not return Products without the Supplier's prior return authorisation. Returned Products must be unused, complete, clean, in original packaging where possible, accompanied by the Supplier's return authorisation and protected against damage during transport. Returns that are not caused by the Supplier's breach may be refused or made subject to a reasonable handling, inspection, restocking, transport or manufacturer charge notified by the Supplier.
- 6.6 The Supplier shall not be responsible for defects or losses caused by incorrect installation, misuse, normal wear and tear, improper storage, modification, repair by unauthorised persons, use outside manufacturer specifications, use in motorsport or extreme conditions unless expressly agreed, incorrect vehicle or part information provided by the Buyer, or failure to follow installation, maintenance or safety instructions.
- 6.7 If a Product is non-conforming and the Buyer has notified the claim in accordance with this Section 6, the Supplier may, at its reasonable discretion and taking into account the nature of the defect and proportionality, repair the Product, replace it, supply missing items, grant a price reduction or refund the Price of the affected Product. The Buyer shall give the Supplier a reasonable opportunity to inspect the Product before remedying the alleged defect itself, except in urgent safety-related cases where immediate action is reasonably necessary.
- 6.8 The remedies in Section 6.7 are without prejudice to mandatory rights that cannot be excluded under applicable law. However, to the maximum extent permitted by law, the Supplier shall not be liable for removal, installation, diagnostic, downtime, recall, field action, labour, workshop, transport or end-customer compensation costs unless the Supplier has expressly agreed to bear such costs or the costs were caused by the Supplier's intentional breach or gross negligence.

## **7. LIABILITY**

- 7.1 Without limiting the Supplier's liability for damage caused intentionally or through gross negligence, the Supplier shall be liable only for direct patrimonial damage caused by its breach of the Contract to the Buyer, up to the aggregate amount paid or payable by the Buyer to the Supplier for the Products giving rise to the claim during the 12 months preceding the occurrence of the damage, excluding VAT, transport charges, duties, contractual penalties and default interest. The Supplier shall not be liable for loss of profit, loss of revenue, loss of production, loss of use, loss of goodwill, business interruption, loss of customers, indirect

damage, consequential damage, punitive damages or non-patrimonial damage caused to the Buyer by breach of the Contract.

- 7.2 If a Party is late in fulfilling a financial obligation, the other Party is entitled to demand a penalty interest for late payment in the extent of 0.1% of the amount overdue to it per each calendar day.
- 7.3 If the Buyer fails to comply with a binding collection, unloading, receipt or delivery coordination deadline under Section 4.2, 4.3(e) or 4.4(e), the Buyer shall pay to the Supplier a contractual penalty of EUR 100 for each commenced calendar day of delay. The contractual penalty is payable within 7 calendar days from the date of the Supplier's invoice. The Supplier may also recover storage, handling, insurance, demurrage, waiting time, redelivery and other additional costs and losses arising from the Buyer's delay, to the extent such costs and losses exceed the contractual penalty or are not covered by it. The Supplier's right to claim such contractual penalty and costs is without prejudice to any other remedy available under the Contract or applicable law.
- 7.4 A Party's failure to perform or delay in performing an obligation under the Contract is excusable if and to the extent that it is caused by force majeure, provided that the affected Party (i) takes all reasonably practicable steps to minimise the damage to the other and (ii) notifies the other Party of this fact at the earliest reasonable opportunity.
- 7.5 Notwithstanding the foregoing, the Parties agree that force majeure shall include any measures taken by any governments or international organisations to control an epidemic or pandemic (including, without limitation, prohibitions or restrictions on the movement of goods or persons, the expropriation or requisition of goods, materials or means of production, or the engagement of personnel in emergency work, and the issuing of official recommendations for the control of a pandemic) if and to the extent that such measures affect the performance of a Party's obligations under the Contract, even if that Party was aware of the epidemic, pandemic or such measures at the time of entering into the Contract or when the obligation arose.
- 7.6 The limitations of liability in Section 7.1 shall not limit liability for intentional breach, gross negligence, death or personal injury caused by a Party where such limitation is prohibited by applicable law, breach of confidentiality, breach of sanctions or export-control obligations, infringement of Intellectual Property Rights, or the Buyer's payment obligations.
- 7.7 The Buyer shall indemnify and hold the Supplier harmless against third-party claims, fines, costs and losses arising from the Buyer's resale, import, marketing, installation, instructions, end-use representations, breach of sanctions or export-control obligations, or non-compliance with local laws in the destination market, except to the extent caused by the Supplier's intentional breach or gross negligence.

## 8. SANCTIONS

- 8.1 "**Sanction**" means any international sanction or restrictive measure imposed by the Republic of Estonia, other relevant states, the European Union and/or the UN, including any sanction applicable under the International Sanctions Act. Sanctions also includes asset-freeze measures, prohibitions on making funds or economic resources available, trade restrictions, sectoral measures, import and export restrictions, transit restrictions and any other restrictive measure that applies to a Party, the Products, the transaction, the destination, the end-user or the intended end use.
- 8.2 "**Sanctioned Person**" means a person who (i) is included in the sanctions list of any Sanction; (ii) is directly or indirectly owned or controlled by a person included in a sanctions list; or (iii) acts on behalf of, or at the direction of, such a person.
- 8.3 Each Party represents and warrants that neither it nor the members of its governing bodies, its beneficial owners or persons belonging to the same group as it is a Sanctioned Person, and undertakes to refrain, during the term of the Contract, from any breach of any Sanction.
- 8.4 The Buyer further represents, warrants and undertakes that:

- (a) neither the Buyer, its beneficial owners, directors, officers, affiliates, agents, freight forwarders, consignees, end-users nor any person involved in the transaction is a Sanctioned Person;
  - (b) the Products will not be sold, supplied, exported, re-exported, transferred, used, made available or otherwise dealt with in breach of any Sanction;
  - (c) the Products will not be supplied to any embargoed, restricted or high-risk country, territory, person, entity, vessel, aircraft, sector or end use in breach of applicable Sanctions;
  - (d) the Buyer will provide accurate and complete information on the destination, consignee, end-user, intended end use, transport route and any other information reasonably requested by the Supplier for sanctions screening; and
  - (e) the Buyer will immediately notify the Supplier if any sanctions-related representation becomes inaccurate or if a sanctions risk arises after order confirmation.
- 8.5 Neither Party shall be obliged to do anything that would constitute a breach of any Sanction. If a Party becomes a Sanctioned Person, or if further performance of the Contract would otherwise breach any Sanction, the other Party shall be entitled to suspend performance of the Contract until that circumstance ceases, without this constituting a breach of the Contract, or to cancel the Contract extraordinarily by notifying the other Party. This Section does not release a Party from the obligation to pay for due performance already received, if and to the extent that such payment is lawful.
- 8.6 The Supplier may refuse to accept an order, suspend production, procurement, dispatch, release of documents or delivery, withhold assistance with transport, require additional information, or cancel the Contract in whole or in part without liability if, in the Supplier's reasonable assessment, the transaction, destination country, Buyer, consignee, end-user, financing bank, carrier, vessel, aircraft, transport route or intended use gives rise to a sanctions risk or would expose the Supplier to a risk of breach, investigation, enforcement action, reputational harm or loss of banking, insurance or logistics services.
- 8.7 Any breach of the obligations set out in Section 8.3 or 8.4 shall be deemed a material breach of the Contract.
- 9. EXPORT CONTROL**
- 9.1 **"Export Control Laws"** means all laws applicable to the Parties or the Products governing the control of the export, re-export, transfer and brokering of dual-use goods, military goods, technology, software and technical data, including Regulation (EU) 2021/821 of the European Parliament and of the Council, the Strategic Goods Act and the United States Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR) insofar as they apply to items, software or technology of US origin.
- 9.2 Each Party represents and warrants that, in performing the Contract, it will comply with all Export Control Laws applicable to it and will not export, re-export or transfer the Products, technology or technical data in breach of the Export Control Laws.
- 9.3 The Supplier shall, where relevant and where reasonably possible on the basis of information available to it, provide the Buyer with export-control classification or product information in its possession that is reasonably necessary for the Buyer's import, re-export or end-use assessment. The Buyer shall remain responsible for verifying whether the Products, destination, end-user, intended use, resale, re-export, installation or transfer require any licence, authorisation, approval, notification or end-use certificate in the country of import, transit, resale or end use. The Buyer shall obtain such licences, authorisations, approvals and certificates in its own name and at its own cost, unless the Parties expressly agree otherwise or mandatory law requires otherwise.
- 9.4 The Buyer represents, warrants and undertakes that the Products will not be used, directly or indirectly, for military, nuclear, chemical or biological weapons, missile, unmanned aerial vehicle, surveillance, internal repression, sanctioned-sector or other restricted end uses in breach of applicable Export Control Laws. The Buyer shall not re-export, transfer or make the Products available to any person or destination in breach of Export Control Laws.

- 9.5 Neither Party shall be obliged to do anything that would breach the Export Control Laws applicable to it. If a necessary licence is absent, has been revoked or suspended, or has been refused, the affected Party shall be entitled to suspend performance of the relevant obligations, without this constituting a breach of the Contract, by notifying the other Party without delay.
- 9.6 The Supplier may refuse to accept an order, suspend delivery or cancel the Contract in whole or in part without liability if, in the Supplier's reasonable assessment, the transaction, Product, destination, end-user, end use, resale, re-export, transport route or missing information gives rise to an export-control risk or would expose the Supplier to a risk of breach, investigation, enforcement action, reputational harm or loss of banking, insurance or logistics services.
- 9.7 Any breach of the obligations set out in this Section 9 shall be deemed a material breach of the Contract.

## 10. CONFIDENTIALITY

- 10.1 **"Confidential Information"** means any non-public information disclosed by one Party (**"Discloser"**) to the other Party (**"Recipient"**) or otherwise made known to the Recipient in the course of the negotiations preceding the conclusion of the Contract and/or of the performance of the Contract, including, without limitation, information relating to prices, discounts, payment terms, delivery terms, order volumes, product references, product availability, sourcing channels, suppliers, customers, end-users, transport routes, logistics arrangements, technical or commercial documentation, business plans, correspondence, sanctions and export-control checks, and any other commercial, financial, technical or operational information relating to the Discloser or the relevant transaction.
- 10.2 The Recipient will use the Confidential Information only for the purposes of preparing the Contract, performing its obligations under the Contract or applicable law, or proving its claims in a legal dispute with the Discloser (all together, the **"Purposes"**).
- 10.3 The Recipient may disclose Confidential Information:
- (a) to members of its governing bodies, employees, suppliers, sub-suppliers, and consultants who have a need to know and who are bound by at least as restrictive contractual or legal confidentiality obligation; or
  - (b) to comply with its/his/her legal obligation, in which case it/he/she will inform the Discloser before complying with that obligation so that the Discloser can request further confidentiality of the information disclosed.
- 10.4 The confidentiality obligation does not apply to information which:
- (a) was lawfully known to the Recipient before its disclosure by the Discloser, without the Recipient being bound by a confidentiality obligation in respect of that information;
  - (b) the Recipient has received from a third party without being aware, or having to reasonably assume, that the third party was in breach of a confidentiality obligation;
  - (c) has become publicly available otherwise than as a result of the Recipient's breach of this Section 10;
  - (d) the Recipient has independently developed without reliance on the Confidential Information; or
  - (e) has been disclosed by the Discloser or by any data subject thereof.
- 10.5 At the request of the Discloser, the Recipient shall promptly return or destroy all copies of the Confidential Information in its possession and confirm compliance with the request to the Discloser within 7 calendar days of receipt of the request, except:
- (a) if and insofar as it needs that Confidential Information for any Purpose; or
  - (b) if such copies are part of back-up copies made by or for the Recipient, in which case they may be retained until the end of the retention period of such back-up copies.

- 10.6 The obligation set out in Section 10.5 shall not apply to analyses, studies, reports, summaries or similar documents prepared by or on behalf of the Recipient that contain or rely on Confidential Information.
- 10.7 The Recipient shall protect the Confidential Information with at least the same degree of care as it protects its own confidential information, but at least with reasonable care.
- 10.8 Any breach of the obligations set out in this Section 10 shall be considered a material breach and, in the case of a reasonable suspicion of breach, the Party shall, at the request of the other Party, prove that it has not breached an obligation.
- 10.9 The obligation of confidentiality shall remain in force for 5 years after the termination of the Contract for whatever reason.

## **11. INTELLECTUAL PROPERTY**

- 11.1 **“Intellectual Property Rights”** means all intellectual property rights existing anywhere in the world at the time of the conclusion of the Contract or subsequently arising, including patents, utility models, industrial designs and trademarks, applications for registration and the rights to apply for registration of the aforementioned, copyrights, database maker's (sui generis) rights, trade secrets, rights to trade names and domain names, and the rights to demand the cessation of, and compensation for damage caused by, the infringement of any of the foregoing.
- 11.2 Except as otherwise expressly provided in the Contract, neither Party shall assign, transfer or license to the other Party any Intellectual Property Rights. To the extent that the performance of the Contract requires the use of a Party's own Intellectual Property Rights, the relevant Party grants the other Party a limited, royalty-free, non-exclusive and non-transferable right to use such Intellectual Property Rights solely for the purpose of performing its obligations under the Contract and only for the duration of the Contract. For the avoidance of doubt, the Supplier does not grant any licence or other rights in respect of trademarks, trade names, logos, technical documentation, software or other Intellectual Property Rights owned by manufacturers, brand owners or other third parties, except to the extent the Supplier is expressly authorised to do so. The use, resale, marketing, labelling, packaging, installation or distribution of Products may be subject to additional terms, restrictions or requirements imposed by the relevant manufacturer, brand owner or applicable law.
- 11.3 The Buyer shall not remove, alter, obscure or interfere with any manufacturer marks, trademarks, serial numbers, labels, safety notices, traceability identifiers, packaging information or other proprietary notices appearing on or relating to the Products, except to the extent necessary for the ordinary handling, storage, transport, installation, resale or lawful relabelling of the Products, or where required by applicable law, provided that such action is not misleading and does not remove or impair any safety notice, serial number, traceability identifier or other information required by applicable law or the relevant manufacturer or brand owner.
- 11.4 Nothing in the Contract authorises the Buyer to use the Supplier's or any manufacturer's trademarks, trade names, logos or other Intellectual Property Rights except to identify genuine Products in a lawful and non-misleading manner.
- 11.5 The Buyer shall not market, advertise, resell or otherwise present the Products in a manner that could mislead customers or other third parties as to the origin of the Products, the Buyer's relationship with the Supplier or the relevant manufacturer, or the Buyer's authority to act on behalf of the Supplier or any manufacturer.

## **12. DATA PROTECTION**

- 12.1 The Contract does not oblige or authorise either Party to process on behalf of the other Party any data that could be used to identify natural persons (**“Personal Data”**). Neither the conclusion nor the performance of the Contract shall give rise to a controller/processor relationship between the Parties within the meaning of the EU General Data Protection Regulation 2016/679.

- 12.2 Each Party may process Personal Data relating to the other Party's representatives, contact persons, personnel, service providers and other persons involved in the performance of the Contract to the extent necessary for the conclusion, performance, administration and enforcement of the Contract, compliance with legal obligations and the protection of its legitimate interests. Each Party shall process such Personal Data in accordance with applicable data protection laws and shall implement appropriate technical and organisational measures to protect the Personal Data.

### **13. TERM AND TERMINATION**

- 13.1 These Terms enter into force for each Contract when they are referred to or otherwise made available to the Buyer before or at the time of conclusion of that Contract, and apply until the Parties have fully performed their obligations under the relevant Contract. Where these Terms are used as general terms for multiple Contracts, either Party may terminate their application to future Contracts on 30 calendar days' prior notice, without prejudice to confirmed Contracts and accrued rights.
- 13.2 If a Party has materially breached its obligations under the Contract (material breach), the Party not in breach of the Contract shall have the right to cancel the Contract extraordinarily with immediate effect by notifying the other Party. A material breach of the Contract shall be deemed to have occurred in particular if:
- (a) the Party is in breach of an obligation that is considered material under the Contract;
  - (b) the Party in breach (i) has not, within an additional term of at least 30 days granted to it for that purpose, remedied the breach and compensated for, or undertaken to compensate within a reasonable time for, the damage caused by the breach, or (ii) has declared that it does not intend to remedy the breach or to compensate for the damage caused;
  - (c) the Party has repeatedly failed to comply with an obligation for which it has previously been granted an additional term;
  - (d) the Party has breached its obligation intentionally or through gross negligence;
  - (e) the Buyer fails to pay an overdue amount within 10 calendar days after a payment reminder;
  - (f) the Buyer breaches Sections 8 and 9 or provides inaccurate sanctions, export-control, end-user or destination information; or
  - (g) the Buyer becomes insolvent, enters liquidation, is subject to bankruptcy or restructuring proceedings, ceases or threatens to cease business, or the Supplier reasonably considers that the Buyer is unable to pay its debts when due;
  - (h) the Buyer materially breaches a binding collection, unloading, receipt or delivery coordination deadline and fails to remedy the breach without undue delay after the Supplier's notice.
- 13.3 Obligations of the Parties which have arisen and fallen due prior to the termination of the Contract shall remain in force until they are performed in full. In the event of withdrawal from the Contract, the Parties shall return to each other what has been transferred to them under the Contract or, if this is impossible, compensate each other for the value of what has been transferred.
- 13.4 Obligations of the Parties which, by their content and purpose, also govern the obligations of the Parties after the termination of the Contract, shall remain in force until the end of their term, irrespective of the circumstances of the termination of the Contract. This includes payment, retention of title, confidentiality, intellectual property, inspection and claims provisions, liability, indemnities, sanctions, export control, applicable law and dispute resolution.

## 14. FINAL PROVISIONS

- 14.1 No waiver. Failure or delay by a Party to exercise any right under the Contract shall not be deemed a waiver of that or any other right, nor shall any single or partial exercise of any right preclude the further exercise of that right.
- 14.2 Entire agreement. These Terms, together with the relevant Contract, contain all of its terms and supersedes all prior agreements, understandings and expressions of intent of the Parties relating to the subject matter of the Contract. The applicable amendments to the Contract shall be deemed to be integral parts of the Contract. These Terms, together with the relevant confirmed order, constitute special terms agreed between the Parties for the relevant transaction.
- 14.3 Invalid provisions. If any provision of the Contract is found to be invalid or unenforceable, the remainder of the Contract shall remain valid and enforceable, and the Parties shall use good faith and reasonable efforts to replace such provision with a valid and enforceable provision.
- 14.4 Notices. Notices provided for in or relating to the Contract shall be given in a form that can be reproduced in writing in English or in any other language agreed between the Parties, unless a different form is provided for in the Contract or the applicable law for a particular notice. Notices sent to the email addresses of the Party's contact persons shall be deemed to have been received on the business day following the day on which they were sent; notices sent by post or courier shall be deemed to have been received on the 5th calendar day following the day on which they were sent.
- 14.5 Amendments. Any amendment to these Terms must be made in written form and signed by the authorised representatives of both Parties. An amendment enters into force upon signature by both Parties, unless the Parties agree on a different effective date. Transaction-specific deviations agreed in a quotation, order confirmation, pro forma invoice, invoice or other transaction document in accordance with Sections 1.2 and 1.3 shall apply only to the relevant transaction and shall not constitute an amendment to these Terms.
- 14.6 Assignment of rights and obligations. A Party may assign its rights and obligations under the Contract, in whole or in part, to a third party only with the prior written consent of the other Party. Consent shall not be required in the event of assignment of all or part of a pecuniary claim or in the event of a transfer of the Contract by a Party in the course of a transfer of an undertaking within the meaning of Section 180 of the Law of Obligations Act.
- 14.7 Subcontracting. The Supplier may engage manufacturers, distributors, warehouses, carriers, freight forwarders, customs brokers, IT service providers, compliance screening providers and other subcontractors or service providers to perform or support its obligations under the Contract without the Buyer's prior consent. The engagement of a subcontractor shall not release the Supplier from its obligations under the Contract, except to the extent the Contract expressly limits the Supplier's responsibility for carriers, freight forwarders, customs brokers, manufacturers or other independent third parties selected or approved by the Buyer.
- 14.8 Relationship of the Parties. The Parties act as persons independent of each other, and the Contract does not create between them an employment relationship, a relationship of agency, a partnership or a joint venture. Neither Party has the right to assume obligations on behalf of the other Party, or otherwise to bind it legally, except as expressly provided in the Contract. Each Party is responsible for the taxes and mandatory charges relating to the members of its governing bodies, its employees and the persons it engages.
- 14.9 Applicable law. These Terms and Contract shall be governed by the law in force in the Republic of Estonia. Where mandatory provisions of the Convention on the Contract for the International Carriage of Goods by Road apply to an international carriage, those mandatory provisions shall prevail over these Terms to the extent required by law.
- 14.10 Dispute resolution. The parties will try to resolve their disagreements by way of bona fide negotiations. In case of failure to reach an agreement, any dispute, controversy or claim arising out of or in connection with the Contract, or the breach, termination or invalidity thereof, will be settled in Harju County Court as a court of first instance. Nothing in this Section prevents the Supplier from seeking payment of undisputed overdue amounts, interim relief, preservation of evidence, enforcement of retention of title, or other urgent protective measures in any competent court where the Buyer or the Products are located.