

Valid from: 04/03/2020

GENERAL CONDITIONS OF SALE

Definitions:

Ordering Party/Buyer – a natural person, legal person, organizational unit without legal personality, placing an order with Niemet Adamet Baltic UAB

Organization/Seller – Niemet Adamet Baltic UAB, Gvazdikų 38, LT-10105 Vilnius, Lithuania, VAT: LT100011725316, Company code: 124427168

Order – means a Purchase Order; movable items, services that are to be sold on the basis of the order to the Buyer.

General rules:

1. These General Terms and Conditions of Sale (hereinafter referred to as the GTC) define the rules for placing orders / concluding sales contracts / delivery of goods sold by the Seller.
2. The General Terms and Conditions of Sale constitute an integral part of all orders/agreements concluded by the Seller in including contracts concluded in the form of a written order, offered to the entity making the purchase.
3. The General Terms and Conditions are available to the Buyer before placing an order/concluding a contract in the form of in writing at the Seller's registered office and on its website <http://www.adamet.lt>
4. These General Terms and Conditions are a contractual regulation binding the parties in the scope of the sale of goods/services. The Parties exclude the application of other contract templates (general contract terms, sales conditions, contract templates, regulations, etc.) used or established by the Buyer.
5. The provisions contained in these General Terms and Conditions may only be changed in writing under penalty of nullity.

Confirmation of order receipt:

1. The basis for the sale of goods by the Seller is the submission of an order in writing, i.e. by e-mail, fax, letter or in person by the Ordering Party.
2. The order includes:
 - Specification of the Ordering Party's data (name, address, telephone number, fax number, e-mail, Tax Identification Number or equivalent).
 - Type of ordered assortments.
 - Quantity (in kilograms or running meters) of ordered goods.
 - Indication of the offer number, if applicable.
 - Specification of the indicated goods by the trade name or alphanumeric symbol from the offer.
 - Agreed net unit prices.
 - Payment terms.
 - Delivery date.
 - Place of delivery.
 - Method of delivery.
3. The placed order is accepted for execution after it has been confirmed in writing by the Seller. The Organization reserves the right to a written confirmation of the acceptance of the order for execution by the next business day. A written confirmation of the order means that the Seller has received the order and accepted it for execution. Placing an order by the Buyer does not bind the Seller, and the lack of his response does not mean a tacit acceptance of the order.
4. Orders may only be placed by persons authorized to represent The Ordering Party.

Valid from: 04/03/2020

5. The Seller may suspend the sale in the event of doubts as to the veracity of the data contained in the documents referred to in point 2 subparagraph a. of the General Terms and Conditions.
6. Quantitative differences in the ordered goods may not exceed $\pm 10\%$ of the ordered quantity.
7. If the Ordering Party fails to pay for goods previously delivered to him by the Seller, the delivery of the ordered products shall take place no later than within 5 working days from the date of payment.
8. The organization is not responsible for any delays in deliveries due to unsettled payments.
9. Delay in delivery of goods due to unsettled payments does not release the Ordering Party from accepting the goods, and the Ordering Party shall bear all costs related to the delay in acceptance.

Receipt of goods:

1. The Buyer undertakes to carefully and thoroughly examine the goods at the time of receipt in terms of quantity, compliance with the technical specifications specified in the contract and for any visible defects. The attached documentation of the goods is also subject to verification. After examining the goods, the document of its issue (Wz) will be signed. Signing the document of issue is equivalent to confirming the compliance of the indicated parameters with the contract and the absence of defects that could be detected during a careful and thorough examination of the goods during receipt. The Buyer cannot release himself from the obligations specified in this paragraph and from the consequences of failure to comply with them, invoking the accepted practice of trade and receipt.
2. If the goods were delivered by a courier company and the Ordering Party found that during transport there was a loss or damage to the material, they are obliged to perform all actions necessary to determine the carrier's liability for this condition and draw up a protocol for this circumstance, and also immediately (i.e. no later than 3 working days) report to the carrier and the Seller any reservations in this respect by drawing up a protocol of non-conformity. The Seller reserves the right to inspect the reported damage at the place of delivery.

Payment of price:

1. The Buyer is obligated to pay the amount due for the sale of goods within the time specified on the invoice.
2. The date of payment is deemed to be the date on which the payment is credited to the Seller's bank account specified on the invoice or the date of payment in cash.
3. If the Buyer fails to make payment within the specified time limit, the Seller is entitled to charge statutory interest for each day of delay, as well as to demand prepayment for goods from subsequent orders already accepted for execution.
4. Failure to settle the amount due within the time specified on the invoice authorizes the Seller to discontinue the delivery of goods and to suspend the execution of orders already accepted. The Seller may make the execution of a new order placed by a Buyer who is in arrears with payments or pays invoices late dependent on the advance payment on account of the Buyer's new order.

Responsibility:

1. The Seller shall not be liable for any losses, damages or costs (direct or indirect) resulting from the Buyer's claims for errors in delivery or delays caused by the actions of the logistics operator or resulting from force majeure.
2. Delivery dates resulting from the agreements between the parties may change in the event of events for which the Seller is not responsible.

Valid from: 04/03/2020

3. If the Buyer extends the agreed delivery date or in the event of non-acceptance of the goods, the Seller has the right to charge the Buyer for transport and storage costs in the amount of 0.1% of the sales value for each day of storage.
4. The Seller reserves the right of ownership of the goods sold, which has the effect that
The seller is the owner of the goods until full payment for the received goods and other amounts due under the sales contract, regardless of the place of storage or installation in other items.
5. Any deviation from the application of these General Terms and Conditions by the Seller
"Sale" may only take place with the written consent of Niemet Adamet Baltic.
6. Niemet Adamet Baltic liability for damages is limited to actual damage (with the complete exclusion of any indirect damages, including lost profits) and to an amount not exceeding the purchase price of the goods by the Buyer under these Terms of Sale.
7. All offered dates of availability of Goods are optimal dates developed based on assurances of our various suppliers. Niemet Adamet Baltic will make every effort to ensure that the availability of goods and services takes place according to the schedule, but is not responsible for delays that are beyond the Seller's control (including force majeure) and for losses resulting from such delays.
8. If the complaint is accepted, Niemet Adamet Baltic reserves liability only up to the value of the goods stated on the original invoice to the Buyer.
9. Delayed delivery of goods due to unpaid payments does not release the Customer from the receipt of goods and costs associated with delays in order fulfillment.
10. If the Seller's inability to perform the service was due to force majeure, the Buyer shall not be entitled to any claim for compensation for damage resulting from non-performance or untimely performance of the contract. The concept of force majeure shall be understood as an event that could not be foreseen while exercising the care required in commercial relations, which is external to the seller and which he could not oppose while acting with due diligence. Events of force majeure include in particular: a general strike, internal conflicts in the country or abroad, blockade of border crossings, ports or other commonly used entry or exit points, export or import bans, earthquakes, floods, epidemics and other events of elementary forces of nature, which the Seller could not overcome and which, moreover, he did not and could not foresee.

Defects in the product:

1. The Buyer is obliged to notify the Seller in writing of any defects that cannot be detected despite very careful examination upon receipt, immediately (no later than within 3 days) after their detection, under penalty of losing warranty rights and making any claims against the Seller.
2. Notification of a defect in the goods must be submitted in writing for its validity with confirmation of receipt, and the Buyer undertakes to make the defective goods in the delivery state available for inspection by the Seller at each of his requests. If the goods have been processed, the Seller's liability for defects in the goods expires. In his complaint, the Buyer is obliged, under penalty of rejection and disregard of the complaint, to provide all parameters of the goods, circumstances of purchase, transport, storage, production, processing of the goods, and at each request of the Seller also other documents, photos, information necessary for considering the complaint. Refusal to provide additional explanations, supplementing the necessary documents will be equivalent to withdrawal of the complaint by the Buyer.
3. Within 3 days, Niemet Adamet Baltic will confirm in writing acceptance of the complaint for consideration.
4. All complaints will be considered within a maximum period of 14 days from the date of written confirmation of acceptance of the complaint for consideration.

Valid from: 04/03/2020

5. If, in the opinion of the Seller, a technical expertise by a jointly approved research institution is necessary to determine the defects, the Seller will take a position, after consulting the manufacturer, on the defectiveness of the goods after obtaining the appropriate expertise. For the validity of the submitted complaint and for taking action against the manufacturer, the Buyer must provide this expertise at his own expense. The Seller reserves the right to perform his own expertise if the results of the expertise provided by the Buyer raise doubts in him or the manufacturer.
6. The acceptance of the complaint will be made in writing under penalty of nullity, after the Seller has inspected the complained batch of goods, or after conducting an expert opinion. In the event of accepting the complaint, the Seller undertakes to replace the defective goods with defect-free goods at its own expense within a period agreed by the parties. If the exchange of goods is impossible or involves the Seller incurring additional expenses, the Seller has the right to refuse to exchange the goods and return the Buyer an appropriate part of the price.
7. The Seller is released from liability under warranty and for improper performance of the contract if the defects of the goods are caused by improper storage or internal transport at the Buyer's or its business partner's.
8. The Buyer may not invoke defects in the goods in the event of the use of an inappropriate technological process, incorrect selection of material and its purchase in relation to the requirements of the processes and technical documentation.
9. The Seller's liability under the warranty is also excluded when the Buyer has repaired the goods without the Seller's written consent, or before inspecting and considering the complaint, has sold or processed part or all of the purchased goods himself or through his business partner, having knowledge of their deficiencies, damages or incorrect parameters.
10. The Seller does not guarantee the suitability of a given product for a specific purpose. The risk of the intended use and application of the product covered by the contract lies solely with the Buyer. Any information provided by the Seller in this respect is provided for convenience only and cannot be treated as a basis for specific use.
11. The Seller shall not be liable for any so-called hidden defects in the goods sold.
12. Warranty rights expire after six months from the date of delivery of the goods.
13. Initiating a complaint procedure does not release the Buyer from the obligation to pay the price for goods issued.

Final provisions:

1. The contract is governed exclusively by the provisions of Lithuanian law.
2. In matters not regulated in these General Terms and Conditions, the provisions of the Civil Code shall apply.
3. The invalidation of individual provisions does not affect the validity of the remaining provisions.
4. The Parties will strive to amicably settle any disputes arising in connection with the performance of the contracts covered by these terms and conditions. In the event that an amicable settlement is impossible, the court competent to resolve the dispute will be the court with jurisdiction over the Seller's registered office.

The list enters into force on the effective date.

Place, date
Vilnius, 04/03/2020

.....
Member of the Board Witold Gajdek