GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY
NETAMAN SUPPLY OÜ

1. APPLICABILITY AND CONCLUSION OF CONTRACT

1.1. These General Terms and Conditions (hereinafter "GTC") apply to all offers, sales, and deliveries of goods (hereinafter "Goods") made by Netaman Supply OÜ (hereinafter "Seller") to any purchaser (hereinafter "Buyer").

1.2. Binding Agreement: By placing an order based on the Seller's offer, pricelist, or call for tender, the Buyer expressly accepts these GTC without reservation. These GTC shall prevail over any purchase conditions of the Buyer unless expressly agreed otherwise in writing by the Seller.

1.3. The Agreement comes into effect upon the Seller's written confirmation of the order (Order Confirmation). Deviations from the Seller's offer or the Buyer's order are only valid if explicitly stated in the Order Confirmation.

2. SUBJECT OF THE AGREEMENT

2.1. The Seller sells and the Buyer purchases Goods in accordance with the Seller's confirmed offers and invoices issued.

2.2. Retention of Title: The Seller retains full title to the Goods until the Buyer has paid the full purchase price. If Goods are delivered in instalments, title remains with the Seller for all delivered Goods until all instalments are paid in full.

2.3. Until title passes, the Buyer shall hold the Goods as the Seller's fiduciary bailee, storing them separately and ensuring they are clearly identifiable as the Seller's property.

2.4. If the Seller has justifiable doubts about the Buyer's solvency, the Seller may suspend delivery, demand security, or repossess Goods already supplied but not paid for, at the Buyer's expense.

3. DELIVERY AND ACCEPTANCE

3.1. Delivery dates specified in offers are approximate unless expressly agreed as binding in writing.

3.2. Risk Transfer: The risk of accidental loss or damage passes to the Buyer upon delivery in accordance with the Incoterms® 2020 clause specified in the offer/invoice.

3.3. Delivery is evidenced by the handover date specified in the CMR or waybill.

3.4. Inspection: Upon receipt, the Buyer must within 1 calendar day verify the type, quantity, and condition of the Goods.

3.5. Discrepancies between the Goods delivered and the invoice must be reported immediately. The Buyer may refuse acceptance only for the portion of Goods that is non-compliant.

3.6 Specific transportation and storage conditions for the goods (if any) shall be agreed by the Parties separately in writing.

4. QUALITY AND WARRANTY

4.1. The Seller warrants that the Goods are free from defects at the time of delivery.

4.2. Claims regarding defects must be raised directly with the manufacturer if so directed by the Seller.

4.3. Exclusions: The warranty does not cover:

- Normal wear and tear;

- Defects caused by improper design, construction, or installation not performed by the Seller;

- Defects resulting from negligence, failure to follow operating instructions, or improper maintenance;

- Items that were not new at the time of delivery (reconditioned and overhauled items).

4.4. The Warranty Period is one (1) year from the date of delivery/acceptance.

4.5 The Goods are considered delivered by the Seller and accepted by the Buyer:

- In terms of quality – if the goods comply with requirements indicated by the parties in writing;

- In terms of quantity – according to the Delivery Note or Packing list.

5. CLAIMS PROCEDURE

5.1. The Buyer must notify the Seller of any claims in writing (by e-mail) with all supporting documents. Within 7 days from the moment of receiving the Buyer's notification of the discovered discrepancies the Seller shall either send its representative to take part in further acceptance, or allow the Buyer to effect acceptance unilaterally.

5.2. Time Limits for Claims:

- Quantity/Visual Defects: Within 5 (five) working days of delivery.

- Quality/Hidden Defects: Within 10 (ten) working days from discovery.

5.3. The Seller shall respond to claims within 30 calendar days of receipt.

5.4. If a claim is accepted, the Seller shall, at its discretion, replace the defective Goods. Replacement Goods will be delivered within 30 days after the return of the defective Goods to the Seller (subject to manufacturing lead times).

5.5. The Seller is not liable for costs related to dismounting, transportation back to the Seller, or re-installation.

6. PRICE AND PAYMENT

6.1. Prices are specified in the Invoice. VAT and other applicable charges are payable by the Buyer.

6.2. Payments must be made by bank transfer in Euros (EUR). Payment is deemed made when credited to the Seller's bank account.

6.3. Objections: Any objections to an invoice must be raised within two (2) weeks of receipt; otherwise, the invoice is deemed accepted.

6.4. Late Payment: In case of delay, the Buyer shall pay a penalty of 0.1% of the outstanding amount per day of delay.

6.5. Payments received shall first cover penalties/interest, then the principal amount.

6.6. The Buyer is not entitled to set off any claims against the Seller's invoices.

7. LIABILITY

7.1. The Seller is liable only for direct monetary damages. Liability for indirect, consequential damages, loss of profit, or third-party claims is excluded.

7.2. Liability Cap: The total liability of the Seller arising under this Agreement is limited to 20% of the purchase price of the specific defective Goods.

7.3. Force Majeure: Neither Party is liable for failure to perform due to Force Majeure (e.g., disasters, war, strikes, epidemics, government sanctions). If Force Majeure lasts longer than six (6) months, either Party may terminate the unfulfilled portion of the Agreement.

8. GOVERNING LAW AND DISPUTE RESOLUTION

8.1. These GTC are governed by the laws of the Republic of Estonia. The UN Convention on Contracts for the International Sale of Goods (CISG) does not apply.

8.2. Negotiations shall be the primary method of dispute resolution.

8.3. If negotiations fail, any dispute shall be finally settled by the Arbitration Court of the Estonian Chamber of Commerce and Industry in Tallinn, Estonia, by one arbitrator. The language of the arbitral proceedings shall be English.

January 2026