

## **GENERAL TERMS AND CONDITIONS FOR SALE**

### **1. General provisions**

1.1. The general terms and conditions for sale (hereinafter referred to as the Rules) established by UAB „Vendiplas“ (hereinafter referred to as the Company), are binding on all buyers or clients (hereinafter referred to as the Client) to any and all offers made by UAB „Vendiplas“, as also to any and all other legal relationship where the Company acts as the user and to any and all agreement concluded by the Company with the Client. The Client irrevocably confirms that he has familiarized himself with the Rules, has understood them, and has no comments and/or claims regarding their ambiguity, inaccuracy, and/or incompleteness.

1.2. Representatives of the Company cannot agree on provisions that deviate from these Rules other than in pursuance of express authorization to be granted for each and every agreement individually.

1.3. Deviating provisions shall only have binding effect to the Company after written consent on the part of the same and only in respect of the agreement to which the consent is related. Reference by the Client to its own terms and conditions is not accepted by the Company unless this is previously - for each case individually - stipulated in writing.

1.4. In addition to these Rules, the Company can also declare the INCOTERMS and other similar conditions applicable to the agreement.

1.5. A distributor who sells the Company's products acquires the status of an authorized dealer, but he is not granted any exclusive trade rights in the territory of his activity.

### **2. Offer, confirmation or agreement**

2.1. Any offer is expressly made conditional on the Client's assent to all of the terms contained in the offer without deviation. Acceptance by the Client of an offer may be evidenced by (i) Client's written or verbal assent or the written or verbal assent of any representative of the Client, (ii) the Client's acceptance of delivery of the products or payment of purchase price of the products, or any such acceptance by any representative of the Client, or (iii) other conduct by the Client or any representative of the Client consistent with acceptance of the offer.

2.2. The Company's offers are open for acceptance within the period stated by the Company in the offer or, when no period is stated, within thirty (30) days from the date of the offer, but any offer may be withdrawn or revoked by the Company at any time prior to the receipt by the Company of the Client's acceptance related thereto.

2.3. If the Company receives an order from the Client for the sale by the Company and purchase by the Client of products and such order is not a response to an offer by the Company, or if the Company receives an order or acceptance by the Client which deviates from the Company's offer, such order or acceptance, respectively, shall be deemed to be a request for an offer only.

2.4. An acceptance by the Client of any offer made by an order gatherer, liaison officer, agent or sales representative for the Company shall constitute an agreement between the Company and the Client upon explicit confirmation by the Company itself.

2.5. Images, drawings, weight specifications, technical specifications, colours and other data included in prospects, catalogues, circular letters, advertisements, pricelists and in other documents communicated by the Company to the Client with or after the offer are only approximate. Data derived from the same shall only have binding effect if this is expressly stipulated.

2.6. The Company shall at all times be authorised to break off negotiations with the Client, without stating reasons and without being liable to pay any compensation or be held to continue the negotiations.

### **3. Prices**

3.1. Prices in any offer, confirmation or agreement are in Euros and do not include any taxes, duties or similar levies, now or hereafter enacted, applicable to the products. Unless stipulated otherwise the prices specified by the Company are without any discount. The Company will add taxes, duties and similar levies to the sales price where the company is required by law to pay or collect them and will be paid by the Client together with the price.

3.2. Unless stipulated otherwise, all prices are ex warehouse the Company and excluding freight charges and insurance and packaging costs, which expenses and costs are passed on to the Client by the Company.

3.3. The proposals and offers made by the Company are not applicable to repeat orders, unless stipulated otherwise in writing.

### **4. Payment**

4.1. The Company shall at all times be authorised to only manufacture and deliver upon full payment in advance. The Company shall be authorised to postpone manufacturing and delivery (completion) until the Client has provided sufficient security for the payment. The Client is liable for the damages incurred by the Company due to the delayed manufacturing and delivery (completion).

4.2. The Client is held to see to it that the purchase prices are credited to the bank accounts of the Company within fourteen days after the date of the invoice, unless stipulated otherwise. Payment must take place without setoff, discount and/or suspension.

4.3. If the Client, after the payment term has expired, not comply with its payment obligations then the Company shall immediately be in default without any notice of default being required. In that case the Client shall be liable for any and all damages incurred and to be incurred by the Company. This includes both direct and indirect damages.

4.4. If delivery takes place in instalments then the Company shall not be held to further deliver until the invoices related to the already performed delivery instalments have been paid.

4.5. Failing payment in time the Client shall, without demand or notice of default being required, be liable to pay contractual interest equal to 2% per month on the full outstanding amount.

4.6. The collection costs, expressly including the costs incurred for the preparation and dispatch of demands, conducting settlement negotiations, and other acts for the preparation of judicial proceedings and all judicial costs that the Company shall need to incur, are at the expense of the Client.

4.7. Payment by the Client of non-recurring charges (as may be made to the Company for special design, engineering work or production materials) shall not convey title to any design, engineering work or production materials, and title shall remain in the Company.

4.8. The Client shall not offset, withhold, or reduce any payment(s) due by it to the Company. The payment of fees and charges is a covenant of the Client that is independent of the other covenants made by the parties hereunder.

## **5. Delivery and quantities**

5.1. Products shall be delivered according to mutually agreed Incoterms® 2020 on the proforma invoice or order written order confirmation. Delivery dates communicated or acknowledged by the Company are approximate only, and The Company shall not be liable for, nor shall the Company be in breach of its obligations to the Client, because of any delivery made within a reasonable time before or after the stated delivery date. The Company agrees to use commercially reasonable efforts to meet the delivery dates communicated or acknowledged by it on the condition that the Client provides all necessary order and delivery information sufficiently prior to the agreed delivery date. In case of late delivery the Company must be given written notice of default after expiry of the specified delivery time. The Company shall not be in default until the Client granted the Company a reasonable time limit for compliance and this time limit has lapsed. The Company shall neither be in default without notice of default if the default occurs by law. In all instances The Company shall therefore on account of an overstepping of time limits only be in default after the Client has given the Company written notice of default.

5.2. The Client will give the Company written notice of failure to deliver and thirty (30) days within which to cure. If the Company does not cure within thirty (30) days, the Client's sole and exclusive remedy is to cancel the affected and undelivered portions of the agreement.

5.3. If a part of an order is ready then the Company can, at its sole discretion, deliver this part or deliver when the entire order is ready.

5.4. If after demand the Client still fails to lend its cooperation to the receipt of the products then the Company can, at its sole discretion and without judicial intervention being required, either deliver at a time determined by the same or declare the agreement or the unimplemented part of the agreement to be dissolved, without prejudice to its right to claim compensation.

5.5. If the Client fails to take delivery, then the Company may deliver the products in consignment at the Client's costs and expenses.

5.6. Title in the products shall pass to the Client upon payment in full of the purchase price in respect thereof. Risk of loss of the products shall pass to the Client upon the Client's delivery in accordance with the mutually agreed Incoterms.

5.7. In the event of shortages the Company may allocate its available production and products, in its sole discretion, among its clients and as a result may sell and deliver to the Client fewer products than specified in the Company's offer, confirmation or agreement, as the case may be.

5.8. The Client bears the risk of the products ordered by the same as from the moment that they have been delivered to the same. The products are deemed to have been delivered to the Client as soon as they have arrived at the location specified by the Client or mentioned

with the order or as soon as the Client has taken receipt of the products there or elsewhere on the condition that loading and unloading of the products shall at all times take place at the risk of the Client.

5.9. Unless stipulated otherwise, the delivery takes place ex works. In case of delivery ex works the products are deemed to have been delivered by the Company if and as soon as they have been loaded into or onto the means of transport of the Client.

5.10. The Client is held to inspect the delivered products upon arrival; if an insured event occurs then the Client is held to request the carrier to forthwith record this on the delivery note or the packing slip, which must also forthwith be sent to the Company, and forthwith contact the Company in connection therewith. In case of damage to one or more products the Client shall in any case be held to take pictures and to on demand forward these to the Company. If the Client does not forthwith (the day of receipt) inform the Company then the Client can afterwards no longer claim compensation for the damages.

5.12. If the Client rejects to take receipt of the purchased products or fails to supply information or instructions that are required for the delivery thereof then the products are stored at the risk of the Client. The Client shall in that case be liable to pay the Company all additional costs, including in any case the storage costs.

## **6. Force majeure**

6.1. The Company shall not be liable for any failure or delay in performance if:

6.1.1. such failure or delay results from the fact that the Company's manufacturing volume of the products concerned is lower than anticipated due to interruptions in the manufacturing process; or

6.1.2. such failure or delay does not result from its fault; or

6.1.3. such failure or delay is caused by *Force Majeure* as defined below or by law.

6.2. In case of such a non-attributable failure, the performance of the relevant part(s) of the agreement will be suspended for the period such non-attributable failure continues, without the Company being responsible or liable to Client for any damage resulting therefrom.

6.3. The expression *Force Majeure* shall mean and include any circumstances or occurrences beyond the Company's reasonable control (whether or not foreseeable at the time of the offer, confirmation or agreement) as a result of which the Company cannot reasonably be required to execute its obligations. Such circumstances or occurrences include but are not restricted to: acts of God, war, civil war, terrorism, insurrections, strikes, fires, floods, earthquakes, labor disputes, epidemics, governmental regulations and/or similar acts, freight embargoes, non-availability of any permits, licenses and/or authorizations required, defaults or delays of suppliers or subcontractors and/or inability or impracticability to secure transportation, facilities, fuel, energy, labor, materials or components. In the event that the Force Majeure extends for a period of three (3) consecutive months (or in the event that the delay is reasonably expected by the Company to extend for a period of three (3) consecutive months), the Company shall be entitled to cancel all or any part of the agreement without any liability of the Company towards the Client. In the event the Company's production is curtailed, for any reason, the Company shall have the right to allocate its available production and products, in its sole discretion, among its various customers and as a result may sell and

deliver to the Client fewer products than specified in the Company's offer, confirmation or agreement, as the case may be.

## **7. Custom product**

7.1. Prices and/or schedules for custom products are subject to change by the Company if any specifications are revised or supplemented or there are unforeseen difficulties with the design.

## **8. Complains and warranty**

8.1. The Client must inspect (have inspected) the products upon delivery or as soon as possible thereafter. On receiving products all cartons must be checked for any damage. In this respect the Client must verify whether or not the delivered products comply with the agreement, the correct products were delivered, the delivered products correspond with the agreed quantity, the delivered products comply with the agreed quality requirements and the requirements that can be imposed on normal use of the products and/or for commercial purposes. Any claims for damaged products after delivery must be reported to the Company in writing with order number, delivery date, marked delivery note and photographs within 48 hours.

8.2. The Client must report visible defects to the Company in writing immediately after the delivery. Invisible defects must be reported to the Company in writing within 48 hours after discovery of the defect or the moment when the defect could within reason have been discovered, however at the latest within 18 months after delivery. The Client is held to immediately take pictures of the defects and to on demand of the Company forward these pictures to the Company.

8.3. After a period of 18 months has lapsed the Client can no longer file a complaint and the liability of the Company for damages resulting from a defect expires. General terms of warranty are not applied if products are used not according normal use and purpose of the product. The warranty is not applicable if the damages are the result of incorrect handling of the sold products by the Client or third parties or the failing or incorrect observance of instructions or the implementation of modifications by the Client or by a company and/or persons relied on by the Client. If it regards products that were manufactured by a third party then the warranty shall be limited to the warranty that is provided for the products by the relevant manufacturer.

8.4. If the Client files a complaint in a timely fashion its payment obligation and its obligation to take receipt of placed orders shall remain in full force and effect.

8.5. All products are made to order and cannot be returned unless faulty. If the products show any design, material or manufacturing errors and so on, the Client reported this to the Company within the imposed time limit then the Client is entitled to repair of the products. The Company may opt to replace the products. The Client is only entitled to replacement of the products if repair of the same is not possible.

8.6. All products fulfil the requirements of Lithuanian laws.

## **9. Intellectual property rights**

9.1. Any and all intellectual property rights, also including copyrights, model rights and trademark rights, with regard to the products and information manufactured and/or

delivered by the Company are vested in the Company and/or the Company's licensors and/or suppliers. The Client acknowledges these intellectual property rights and guarantees that it shall refrain from any infringement of the same. The Client exclusively obtains the user rights and authorities that are expressly granted in pursuance of these general terms and conditions or the agreement and/or that derive from the agreement between the parties.

9.2. The Client is not allowed to remove trademark or trade name indications and/or figurate trademarks and/or other information included on the products delivered by the Company or on the packaging or in the user instructions of the delivered products. The Client is neither allowed to make changes or inflict damages to the products delivered by the Company.

9.3. The Client is expressly not allowed to register and/or claim intellectual property rights with regard to the products delivered by the Company.

9.4. The Company does not warrant that the products delivered by the Company do not infringe intellectual property rights of third parties and does not indemnify the Client against any damages that may result from an infringement of intellectual property rights of third parties.

## **10. Return shipments of the products**

10.1. All products are made to order and cannot be returned unless faulty and return shipments are only accepted if this has been stipulated in writing.

## **11. Reservation of title**

11.1. As long as the Client did not pay the purchase price in full plus possible additional costs and a possible claim for compensation of the Company on account of breach of contract of the Client in connection therewith or did not provide sufficient security for the same the Company reserves the title of any and all products delivered by the Company. Without prejudice to a different provision, the Company also reserves the title of the products if the Client does not comply with its obligations vis-à-vis the Company, on any account whatsoever, including but not limited to the provisions that derive from agreements in pursuance of which the Company delivered or shall deliver products or that derive from a failure of the other Client to comply with an agreement as aforementioned or if the Client did not provide sufficient security for the same. The title transfers to the Client as soon as the Client has complied with all its aforementioned obligations vis-à-vis the Company.

11.2. As long as the title of the products delivered by the Company has not transferred to the Client yet the Client shall be held to properly insure the products, which are owned by the Company, against breakage, damage, loss and theft. The Client is held to on demand provide the Company insight into the policy and proof of payment of the insurance premium. In case of theft, damage or loss of or to the products the rights that the Client can exercise on account of the insurance automatically transfer to the Company.

## **12. Resale**

12.1. As long as the delivered products have not been paid in full the Client shall not be authorised to sell, deliver or process the products other than within the normal business operations of its company. The Client shall never be authorised to pledge the products by any

title whatsoever, whether or not for consideration, the use or availability thereof to another party.

12.2. The Client is allowed to process the products subject to the reservation of title within the framework of its normal business operations, unless stipulated otherwise.

### **13. Dissolution and invalidity**

13.1. The sale and purchase agreement is dissolved by operation of law, without judicial intervention and any notice of default being required, when the Client does not comply with its obligations deriving from the sale and purchase agreement or not completely, the Client is declared insolvent, applies for provisional suspension of payment or loses the power to dispose of its assets due to an attachment, guardianship order or otherwise, unless the receiver or the administrator acknowledges the obligations deriving from said sale and purchase agreement as estate debts.

13.2. Following the dissolution the reciprocal claims immediately fall due. The Client is liable for any and all damages incurred by the Company.

13.3. If the Client does not comply with the obligations that derive from any agreement concluded with the Company in pursuance of these terms and conditions or late or improperly as also in case of suspension of payment, liquidation of the business of the Client or death the Company shall be entitled to dissolve the agreement either in whole or in part and claim back the products delivered by the Company to the extent that they have not been paid yet - without judicial intervention and without any notice of default being required - and/or claim payment for the implemented part of the agreement and/or demand payment in advance for further delivery. In these instances reciprocal claims immediately fall due. The Client is liable for any and all damages incurred by the Company.

13.4. If the Company fails to comply with the agreement vis-à-vis the Client then the Client shall only be authorised to dissolve the agreement if the failure is of an essential nature.

13.5. Should any provision of these general terms and conditions be invalid, null and void, non-binding or unenforceable (either in whole or in part) then the remaining provisions shall remain in full force and effect. The parties shall then make every effort to reach agreement about a new provision that is in line with the intention of the parties.

### **14. Liability and obligation to investigate**

14.1. The Company shall never be liable for any direct and/or indirect damages, by any name whatsoever or on any account whatsoever.

14.2. Should the Client hold the Company liable for any damages, by any name whatsoever or on any account whatsoever, then the Client shall be held to, of its own volition, demonstrate to the Company that it handled the delivered products in a responsible manner.

14.3. If the Client resells, delivers, pledges or otherwise, by any title whatsoever, whether or not for consideration, transfers the use or availability to another party of products in respect of which the Company informed the same that it has doubts about the quality, stating the reasons thereof, then the Client is held to indemnify the Company against any and all claims of third parties on account of damages occurring due to or in connection with the products delivered to the Client by the Company.

14.4. With regard to the damages of the Client the liability of the Company to pay compensation shall, if and to the extent that the Company is held to pay any compensation in pursuant of mandatory statutory provisions, be limited to at most the purchase price included in the agreement between the Company and the Client. The Company shall never be held to pay compensation for trading losses or other consequential damages due to any cause whatsoever.

14.5. The Company shall not be liable for damages due to intent and/or intentional recklessness of subordinates and non-subordinates who are involved in the implementation of the agreement.

14.6. The Company reserves any and all statutory and contractual rights that the Company can rely on in order to avert its liability, also for the benefit of third parties for whom the Company is liable by law.

14.7. The Company shall at all times be entitled to rely on third parties for the implementation of the agreement and the Company shall at all times equally be authorized to rely on restrictions of liability of said third parties vis-à-vis the Client.

## **15. Disputes**

15.1. Lithuania law is exclusively applicable to any and all agreements concluded with the Company and to other agreements possibly concluded for the implementation thereof.

15.2. Any and all disputes originating from the aforementioned agreements shall exclusively be settled by the competent court of the Republic of Lithuania by Company's place of residence, stated in Register of Legal Entities of the Republic of Lithuania following procedural and substantive law of the Republic of Lithuania.

## **16. Confidentiality**

16.1. Except for non-confidential documentation provided to the Client for distribution with a corresponding product, the Client acknowledges that all technical, commercial and financial information (including without limitation any source code) disclosed to the Client by the Company is the confidential information of the Company. The Client shall not disclose any such confidential information to any third party and shall not use any such confidential information for any purpose other than as agreed by the parties and in conformance with the purchase transactions contemplated herein.

## **17. Miscellaneous**

17.1. In carrying out this Rule, the parties agree to comply Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and other legal requirements governing the processing and protection of personal data.

17.2. The Client confirms that he has read the Rules and understood all the provisions of the Rules and agrees with them.

17.3. The Rules is regularly reviewed in order to update it, especially in the event of changes in the legislation. The current version of the Rules is published in Website of the Company.

17.4. These Rules are approved by the Company and are valid from March   1  , 2023.