

**GENERAL CONDITIONS OF UAB STRONGPOINT  
FOR THE SALE OF GOODS AND/OR THE PROVISION OF SERVICES**

**1. Definitions**

- 1.1. **General Terms and Conditions** - these standard terms and conditions for the sale of Goods by the Company and/or the provision of Services to the Customer.
- 1.2. **Company** - StrongPoint AS, registrikood 10263025, asukoht Männiku tee 104, 11216 Tallinn, Eesti (may also be referred to as the **Contractor** or the **Seller**).
- 1.3. **Customer** - the legal entity signing the Contract, whose details and contact information are set out in the Special Terms and Conditions (may also be referred to as the **Customer** or the **Buyer**).
- 1.4. **"Services"** shall mean the services specified in the Special Conditions of the Contract and/or in individual orders relating to the delivery of the Goods, the preparation for use and other related services.
- 1.5. **"Goods"** shall mean the equipment and individual parts specified in the Special Conditions of the Contract and/or in individual orders.
- 1.6. **Special Terms** - the terms and conditions of sale of Goods and/or Services agreed by the Customer with the Company in addition to/amending the General Terms, including individual orders for Goods and/or Services agreed by the Parties.
- 1.7. **"Contract"** shall mean the General Terms and Conditions together with the Special Terms and Conditions, as well as the Annexes to the Special Terms and Conditions, the orders for Goods and/or Services agreed between the Parties and agreements to amend and/or supplement the General Terms and Conditions and Special Terms and Conditions.
- 1.8. **"Parties"** shall mean the Company and the Customer; **"Party"** shall mean either the Company or the Customer.

**2. Goods and Services**

- 2.1. The Company undertakes to transfer the ownership of the Goods and/or render Services referred to in the Special Conditions to the Customer and the Customer undertakes to accept the Goods and/or Services duly transferred and to pay the Company for them.
- 2.2. The completeness, quantity, quality, delivery terms and other features of the Goods and/or the conditions of delivery of the Goods as specifically discussed by the Parties shall be specified in the Special Conditions.
- 2.3. The scope of the Services, the procedure for the provision of the Services, the time limits and other terms and conditions relating to the provision of the Services are set out in the Special Conditions.

**3. The price of the Goods and/or Services and ordering procedure**

- 3.1. The price of the Goods and/or Services is specified in the Special Conditions, in individual orders and/or invoices for the Goods and/or Services.
- 3.2. Unless expressly stated otherwise in a particular case, the price of the Goods and/or Services is indicated in euros, exclusive of value added tax (VAT).
- 3.3. If the Parties agree on the application of long-term (standardised) rates for the Goods and/or Services established by the Contractor, such rates for the Goods and/or Services may be changed on the Contractor's initiative no more than once every six (6) months from the date of the last change or the signing of the Contract, with the Contractor informing the Customer in writing (by e-mail) at least thirty (30) days prior to the commencement of the application of the new rates for Goods and/or Services.
- 3.4. If the rates for the Goods and/or Services have not been changed in the current year in accordance with Clause 3.3 of the General Conditions, then once a year, at the Contractor's option, the rates for the Goods and/or Services shall be indexed by the percentage change in the annual Consumer Price Index (CPI) for the previous year, published by the Department of Statistics of the Republic of Lithuania. The percentage change in the CPI is calculated by comparing the CPI of December of the previous year with the CPI of December of the preceding year.
- 3.5. The Customer undertakes to pay the price of the Goods and/or Services in accordance with the invoice submitted by the Company within 14 (fourteen) days by making a bank transfer to the Company's specified settlement account, unless the Parties agree on a different payment procedure and/or terms in the Special Terms.
- 3.6. Unless otherwise provided for in the Special Conditions, the order price of the Goods shall also include the costs of delivery of the Goods in the territory of Lithuania and shall be reimbursed by the Buyer. If the Goods are delivered outside the territory of Lithuania, the delivery costs shall be agreed between the Parties separately in the Special Conditions of the Contract and the delivery costs shall not be included in the order price of the Goods.
- 3.7. The Contractor shall invoice for the Services after the provision of the Services in accordance with the terms set out in the Special Conditions. If the Services are provided in separate phases, and if the Parties agree in the Contract, the Contractor shall invoice the relevant part of the provision of the Services after the end of the separate phase of the provision of the Services.
- 3.8. The Customer undertakes to pay the advance payment (if any) specified in the Special Terms and Conditions by bank transfer to the Company's account within 5 (five) days from the date of signing the Special Terms and Conditions.
- 3.9. The Goods and/or Services shall be ordered and confirmed by the Customer by placing an order with the Company via the email address specified in the Special Conditions. In exceptional circumstances, at the Customer's request, the Goods and/or Services may be ordered and the order confirmed by the qualified electronic signatures of the Parties or by exchanging signed scanned copies of documents by email.

**4. Transfer of Goods and/or Services and guarantees**

- 4.1. The transfer of the Goods and/or the provision of the Services to the Customer shall be confirmed by the Transfer-Acceptance Act or by an invoice issued to the Customer together with the Goods and/or after the provision of the Services. By signing either of these documents, the Customer confirms that it has accepted the Goods and/or Services from the

Seller in the correct quantity and quality and that it has no claims against the Seller in respect of the Goods and/or Services transferred.

- 4.2. The warranty period of the Goods shall be 12 (Twelve) months from the date of delivery of the Goods to the Customer, unless a different warranty period is specified in the Special Conditions and/or in the orders for the Goods approved by both Parties.
- 4.3. Warranty repairs are carried out on presentation of the Warranty Passport or the purchase document. If the serial number of the Goods is damaged or obliterated, the Buyer agrees to pay all costs if the Goods/equipment prove to be out of warranty.
- 4.4. The Seller confirms that the Goods sold are not mortgaged, pledged, seized or encumbered, and that there are no disputes in court concerning them or claims of third parties to them.

## **5. Transfer of ownership of goods**

- 5.1. The risk of accidental loss or damage to the Goods shall pass to the Buyer from the time of delivery of the Goods to the place of delivery, whether or not the Goods are accepted. The place of delivery of the Goods shall be the Seller's registered office, unless otherwise agreed by the parties in the Special Conditions. The Buyer shall ensure that the Goods delivered are properly protected if the place of delivery of the Goods is not the Seller's registered office.
- 5.2. Title of ownership to the Goods shall pass when the Goods have been handed over to the Buyer and the Buyer has paid the Seller in full in accordance with the Seller's invoice. If the Buyer fails to pay for the Goods when due, the Seller shall have the right, at its option, to charge the Buyer a fixed amount of penalties for late payment and/or to require from the Buyer to return the Goods within ten (10) working days. Upon receipt of such demand, the Buyer shall pay a fixed amount of penalties and/or return the Goods to the Seller at the Buyer's own expense and indemnify the Seller.

## **6. Obligations and rights of the Company**

- 6.1. The Company undertakes to:
  - 6.1.1. transfer the Goods and/or provide the Services to the Customer within the time limits set out in the Special Terms;
  - 6.1.2. transfer the Goods and/or provide the Services to the Customer in accordance with the procedures and quality requirements set out in this Agreement;
  - 6.1.3. hold and maintain in force for the duration of the Contract all necessary permits, licences, approvals and/or any other official procedures required by law for the provision of the Services and/or the supply of the Goods;
  - 6.1.4. protect the trade secrets and confidential information of the Customer during the term of the Agreement and after its termination;
  - 6.1.5. indemnify the Customer against direct losses caused by the Customer's failure to perform or improper performance of its obligations under this Agreement;
  - 6.1.6. to perform other duties provided for in the Contract and in the legislation of the Republic of Lithuania.
- 6.2. The company has the right to:
  - 6.2.1. if there is reason to believe that the Customer will not settle with the Company within the terms set out in the Contract, to charge the Customer an advance payment for the Goods and/or Services;
  - 6.2.2. contact third parties for the recovery of the Customer's arrears, after prior written notice to the Customer;
  - 6.2.3. suspend the performance of its obligations if the Customer fails to perform or improperly performs both its financial and other obligations under this Agreement, or has outstanding obligations under other agreements with the Company;
  - 6.2.4. if the Customer misses any payment due date under the Contract by more than 15 (fifteen) days, the Company shall have the right to terminate the Contract by prior written notice to the Customer and to take back the Goods and/or receive payment for the Services actually provided;
  - 6.2.5. to be reimbursed by the Customer for any other costs incurred by the Customer that are not covered by the price of the Services and/or Goods, and to be compensated for any losses incurred. If the Customer has paid an advance payment, it shall not be refundable and shall be considered as a penalty for non-performance of contractual obligations;
  - 6.2.6. require from the Customer to pay all costs associated with the recovery of the debt.

## **7. Obligations and rights of the Customer**

- 7.1. The Customer undertakes:
  - 7.1.1. to accept properly the Goods and/or Services provided by the Company in the manner and within the time limits set out in this Agreement
  - 7.1.2. to pay the Company for the Goods and/or Services accepted in accordance with the procedures and terms set out in this Agreement;
  - 7.1.3. upon receipt of a demand from the Company for the return of the Goods and/or payment for the Services actually rendered (where such demand is made by the Company after the Customer has missed any of the payment deadlines provided for in the Contract by more than 15 (fifteen) days), to return the Goods to the Company and/or payment for the Services actually rendered within 3 (three) Business Days of receipt of such demand;
  - 7.1.4. In case of return of the Goods, if the Goods are damaged, pay the repair costs of the Goods according to the invoice provided by the Seller. The Buyer shall not acquire title to the Goods without full payment for the Goods and shall not be entitled to assign the Goods to third parties or otherwise encumber them without the Seller's written consent;
  - 7.1.5. notify the Company in advance of any disruptions in the services provided by third parties of which it is aware, insofar as they relate to the proper performance of the Company's obligations;
  - 7.1.6. if necessary, to enable the Company's representatives, upon presentation of appropriate authorization documents, to provide the necessary services at the Customer's premises;
  - 7.1.7. to carry out specific instructions and recommendations of the Company as to the actions necessary to ensure proper performance of the terms of the Contract and to enable the Company to properly deliver the Goods and/or to provide quality Services;
  - 7.1.8. protect the Company's trade secrets and confidential information during the term of the Contract and after its termination;
  - 7.1.9. indemnify the Company against any loss caused to the Company as a result of the non-performance or improper performance of its obligations under this Agreement;
  - 7.1.10. to perform other duties provided for in the Contract and in the legislation of the Republic of Lithuania.

- 7.2. The Customer has the right to:
- 7.2.1. to receive the Goods and/or Services of the quality specified in this Contract in the manner and within the time limits specified in this Contract;
  - 7.2.2. within 3 (three) working days after the delivery of the Goods and/or the provision of the Services, to submit reasoned complaints regarding the quality, quantity, range and other defects of the Goods and/or the Services. In the event of a reasoned claim by the Customer, the Company shall take the necessary steps for the proper performance of the Contract. If the Customer does not make a valid claim for defects in the Goods and/or Services within 3 (three) working days, the Services and/or Goods shall be deemed to have been properly provided and/or delivered (of satisfactory quality) and shall be deemed to be free from defects. The Customer shall also be obliged to make any comments and claims regarding the content of the invoice and any errors within the time limits set out in this clause. In the absence of any valid claims in respect of the invoices issued, they shall be deemed to be proper and correct and the Company shall be entitled to refuse to make any corrections or adjustments;
  - 7.2.3. receive information about the Services.

## **8. Responsibility of the parties**

- 8.1. Responsibility of the Company:
- 8.1.1. during the warranty period, the Company shall carry out warranty repairs to the Goods;
  - 8.1.2. disruptions in the provision of the Services caused by the fault of the Company shall be remedied by the Seller free of charge.
- 8.2. Customer responsibility:
- 8.2.1. The Customer is fully responsible for its own actions, those of its users and third parties when using the Goods and/or the result of the Services;
  - 8.2.2. The Customer shall reimburse the Company for all costs incurred by the Company in the recovery of any indebtedness arising from the Customer's default or misconduct, including costs incurred by third parties.
  - 8.2.3. The Customer shall be liable for software (including in the case of the provision of the Services, if related to the Services provided), created works and other information on its equipment that may infringe copyright and related rights, in accordance with the procedure laid down by the legislation of the Republic of Lithuania, unless the Company is responsible for the placement of such software or information as agreed by the Parties.
- 8.3. Limits on the liability of the company:
- 8.3.1. The Company shall not be liable for any defects in the Goods if such defects arise after the Goods have been handed over to the Buyer as a result of the Buyer's breach of the rules of use or storage of the Goods or as a result of the fault of a third party or of force majeure;
  - 8.3.2. The Company shall not be liable for any defects in the Services, the result of the Services and/or the Goods and/or any damage caused to the Customer as a result thereof, if such defects are due to the acts or omissions of the Customer or of any third parties;
  - 8.3.3. If the Customer refuses to co-operate in the rectification of defects (without complying with the Company's instruction to carry out the recommended rectification actions), such rectification work shall be treated as additional work and the Customer shall be liable to pay the Seller for such work in accordance with the relevant approved rates of the Seller.

## **9. Penalties**

- 9.1. The Customer who misses the deadline for the fulfilment of the monetary obligation shall be obliged to pay to the Company interest of 0.08% (eight hundredths of a percent) for each day of delay in payment, calculated on the unpaid amount for which the deadline for payment was missed.
- 9.2. The Company, if the deadline for delivery of the Goods and/or provision of the Services is missed due to its own fault, shall be obliged to pay, at the Customer's request, a late payment interest of 0.08% (eight hundredths of a percent) for each day of delay in delivery of the Goods and/or provision of the Services, on the amount of the price of the undelivered Goods and/or unprovided Services.
- 9.3. If the Customer fails to fulfil its obligations under Clause 7.1.3 of the General Terms and Conditions in a timely manner, in addition to the penalties provided for in Clause 9.1 of the General Terms and Conditions, the Customer shall be obliged to pay to the Company a penalty in the amount of 0.2% (one twentieth of one percent) of the aggregate amount of the Contract for each day of default.
- 9.4. If the Customer is in default for Goods and/or Services previously delivered to the Customer, the amounts subsequently paid by the Customer shall be applied first to settle the Customer's previous arrears. Allocation of payments (order of set-off): firstly, the costs incurred by the Company in connection with the making of a demand for performance, negotiation, collection of payments and, in the case of transfer of the Goods, the recovery of the Goods; secondly, interest in the order of its due date; thirdly, penalties; and, fourthly, the principal obligation. The Company shall have the right to determine a different order of allocation of payments or to refuse to accept the amount due in respect of the principal liability if interest or penalties to which the Company is entitled are not paid at the same time.

## **10. Validity and termination**

- 10.1. The Special Conditions and the Annexes, together with the General Conditions, as agreed by the Parties, shall constitute a binding Contract between the Parties. The Contract shall enter into force upon signature of the Special Conditions and shall remain in force until the date specified in the Special Conditions. If no expiry date is specified, the Contract shall remain in force indefinitely.
- 10.2. The Company may unilaterally suspend the performance of the contractual obligations if the Customer fails to comply with the contractual obligations assumed by the Customer by written notice (by e-mail).
- 10.3. The contract may be terminated:
  - 10.3.1. With an agreement duly executed by the Parties, in which the Parties must agree on the payment for the Goods and/or Services provided, or part thereof, and all other matters relating to the termination of the Contract, including the legal consequences of the termination;
  - 10.3.2. unilaterally, without recourse to the courts, at the initiative of either Party, without assigning any reason and with due notice to the other Party at least thirty (30) days prior to the termination;

- 10.3.3. unilaterally, without recourse to the courts, by giving the other Party due notice at least 14 (fourteen) days before termination of the Contract, where the other Party fails to perform, or improperly performs its contractual obligations and fails to remedy the breach within the period of notice. In such a case, the Contract shall be deemed to be automatically terminated upon the expiry of the time limit for remedying the breach specified in the breach notice;
- 10.3.4. unilaterally, without recourse to the courts and with immediate due notice to the other Party, in the event of the other Party's bankruptcy or insolvency proceedings initiated, liquidation, restructuring, cessation of business activities or any other similar situation. The Company shall also have the right to terminate the Contract in accordance with the procedure set out in this clause if the Customer ceases to be licensed, breaches the terms and conditions of the licence, or on any other grounds specified in the Contract.
- 10.4. Upon termination of the Contract, the Customer shall pay the Company for the Goods and/or Services actually delivered to the Customer prior to the date of termination.
- 10.5. If the termination of the Contract is due to causes for which the other Party is responsible, the latter shall be liable to compensate the injured Party for the direct loss suffered by it as a result of the termination.

## **11. Intellectual property**

- 11.1. From the moment of creation, any intellectual property created by the Company, including its employees and any third parties assisting the Company in the performance of the Contract, during the performance of the Contract or as a result of the Contract, shall be, and remain, the Company's intellectual property.
- 11.2. The Customer's Intellectual Property shall not be transferred to the Company and third parties or used for any purpose other than the performance of the Contract without the Customer's prior written consent.
- 11.3. The Customer shall not use or permit others to use the Company's intellectual property or any part thereof without the Company's expressed written consent and shall not seek to register such intellectual property without the expressed written consent of the Company.

## **12. Confidentiality**

- 12.1. Confidential Information means any financial, technical, operational, administrative, business, corporate, commercial or any other information and data relating to either Party, any of the Party's affiliates and/or the Parties' business relationships, which is provided to that Party or to its authorised recipients of the information, whether orally, visually, in writing (including transmission by electronic or any other means) orally, visually, in writing (including transmission by electronic or any other means), and whether or not provided prior to or subsequent to the execution of this Agreement. In addition, Confidential Information shall include all information, including specifications of business relationships and services, business information, *know how*, data, technology, inventions, designs, processes, models, research and development plans, processes and applications, source code, schematics, functionality, and technical requirements for programming projects, the terms and conditions of this Agreement, and any information relating to this Agreement and the performance thereof. Confidential Information shall not include such information that (i) was publicly known prior to the execution of this Agreement; (ii) information about the Company's services and other commercial offerings that the Company makes publicly available/discloses for promotional or other purposes at its sole discretion; or (iii) has come to the attention of the Party from specifically identified third parties who are not bound by any confidentiality obligation (hereinafter referred to as "Confidential Information").
- 12.2. The Parties undertake not to disclose the Confidential Information in any manner whatsoever to third parties without the prior written consent of the other Party, either during the performance of the Agreement or after its termination, except in such cases and to the extent required by applicable law.
- 12.3. The Party in breach of the obligation of confidentiality shall be liable to compensate the other Party for the damages suffered by the other Party as a result of such breach, which in each case of disclosure of the Confidential Information shall not be less than EUR 10,000 (ten thousand) (minimum damages). A breach of this obligation of confidentiality shall not be deemed to include disclosure of such information to public authorities where required by law, to the lawyers of the Parties, or to auditors who are *ex officio* bound by confidentiality obligations.
- 12.4. The Customer does not object to its name, the subject matter of this Agreement being mentioned in the Company's marketing and/or public relations and/or promotional activities of the Company.

## **13. Force majeure (*Force majeure*)**

- 13.1. Neither Party shall be liable for the total or partial non-performance of its obligations if it proves that the non-performance is due to circumstances beyond its reasonable control and which could not have been foreseeable at the time of conclusion of the Contract and that it could not have prevented the occurrence of such circumstances or their consequences by reasonable efforts (*Force Majeure*).
- 13.2. Force majeure shall be deemed to be the circumstances specified in the Rules on Exemption from Liability in the Event of Force Majeure, approved by the Government of the Republic of Lithuania by its Resolution No 840 of 15 July 1996. For the purposes of this Agreement, force majeure shall also be deemed to include restrictions imposed by the Republic of Lithuania or other foreign states on the import/export of information technology, computer hardware, software and similar goods, as a result of which the Company is unable to fulfil its obligations under this Agreement.
- 13.3. For the sake of clarity, it is hereby specified that the **Covid-19 pandemic, the military invasion by the Russian Federation in Ukraine, the imposition of sanctions on the Russian Federation and the Republic of Belarus** and the related global disruptions in the supply chain of goods, as well as restrictions on the importation, exportation or transit of equipment identical to the Goods, as determined by the competent authorities of the Republic of Lithuania or any other country, shall be deemed to be Force Majeure insofar as they affect the Goods and hinder the Company from exercising its rights and performing its obligations under the Contract.
- 13.4. A Party that is prevented from performing its obligations under this Agreement due to Force Majeure must notify the other Party no later than ten (10) days after becoming aware of such circumstances. If the Force Majeure event continues for more than 3 (three) months, either Party may terminate this Agreement on its own initiative by giving written notice.

## **14. Personal data**

- 14.1. All personal data received from the Customer shall be used by the Company solely for the purposes of the performance of this Agreement, i.e. only to ensure the proper provision of the Services and/or the transfer of the Goods to the Customer. All personal data received from the Customer shall be processed by the Company in accordance with the Company's approved Data Processing Policy, which can be found at <https://www.strongpoint.com/privacy/>.
- 14.2. The Company shall have the right, without the Customer's prior consent, but with the Customer's prior notice, to transfer the Customer's personal data held by the Customer and other information related to this Agreement to an insurance company for the purposes of administering insurance events/insurance relationships and to third parties providing debt administration/recovery services for the purposes of debt administration.
- 14.3. If, in connection with the supply of Goods and/or Services under this Agreement, the Company, on behalf of, for the benefit of and under the instructions of the Customer, *inter alia*, collects, stores, uses or otherwise processes personal data, the Parties shall enter into a separate agreement for the processing of personal data.

## **15. Final provisions**

- 15.1. The General Terms and Conditions are made publicly available and can be consulted at <https://www.strongpoint.com/ee/uldtimingused/>. The General Terms and Conditions shall not be printed and shall not be separately signed, but may be transmitted by telecommunication terminal equipment at the Customer's request. In some cases, at the Customer's request, the General Terms and Conditions may be signed, but in all other cases where the text of the General Terms and Conditions or the Special Terms and Conditions refers to the signing of the Contract, only the Special Terms and Conditions shall be deemed to be signed.
- 15.2. The General Conditions may be revised, amended and/or supplemented. The version of the General Terms and Conditions which is in force on the date of signature of the Special Terms and Conditions shall become an integral part of the Agreement.
- 15.3. In the event of a change of link of the website on which the General Terms and Conditions are set out <https://www.strongpoint.com/ee/uldtimingused/> the link of the website will be deemed to be any other website of the Company on which the General Terms and Conditions applicable to the Contract are available.
- 15.4. The Contract shall also be deemed to be valid if it is concluded by the Parties exchanging signed copies of the Special Terms and Conditions by e-mail, which may be signed with qualified electronic signatures.
- 15.5. The Agreement shall be drawn up in duplicate, one for each Party. At the time of signature of the Contract, each Party shall receive one copy of the Contract, with the exception of these General Conditions, which shall be published and made available to the public. Both copies of the Contract shall be legally equivalent.
- 15.6. In the event of any inconsistency between the General Conditions set out in this Contract and the Special Conditions, their annexes and/or supplements entered into between the Parties, the terms and provisions of the relevant Special Conditions, their annexes and/or supplements shall prevail and, accordingly, the provisions of the Special Conditions, annexes thereof and/or supplements to this Contract shall be deemed to be the terms of this Contract.
- 15.7. The Contract may be amended, supplemented or terminated at any stage of its performance by agreement of the Parties, in writing (including by email) and signed by both Parties. Signing by electronic signature and/or exchange of signed scanned copies of documents by e-mail shall be deemed to be a proper signature. All Annexes and/or supplements to this Agreement shall form an integral part thereof.
- 15.8. All correspondence relating to this Contract, including notices and VAT invoices, shall be sent to the Customer only in electronic form, i.e. to one or more of the email addresses specified in the Special Terms and Conditions or the relevant Annexes.
- 15.9. All disputes arising out of this Contract shall be settled by negotiation. If such dispute or disagreement cannot be resolved within a period of 30 (thirty) days, all disputes arising out of this Contract shall be settled in the courts according to the registered office of the Company, in accordance with the laws of the Republic of Lithuania.