



SIA "TENAX PANEL"

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Approved:

SIA "TENAX PANEL"
Dobele, 1 September 2020
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General Terms and Conditions for the Sale of GOODS

I Definitions and Explanations

1. Definitions

Unless only otherwise is determined in those terms and conditions or other documents, the below terms shall have the following meaning:

TENAX PANEL – SIA "TENAX PANEL", registered within the Commercial Register of the Republic of Latvia under the unified company registration number 40203186964, which is engaged in the sale of GOODS to a CUSTOMER, by the Order Confirmation, Contract, and the General Terms and Conditions for the Sale of GOODS.

TENAX group – TENAX PANEL and other companies in the membership of the specified group or there is another type of relationship between the foregoing companies.

BUYER – an individual or a legal entity specified in the Order Confirmation or an association of such entities who purchase the GOODS from TENAX PANEL.

Contract – an agreement between TENAX PANEL and the BUYER, whereby TENAX PANEL undertakes to sell and the BUYER undertakes to purchase the GOODS specified in the Order Confirmation, pursuant to the Order Confirmation, the General Terms and Conditions for the Sale of GOODS, and other documents regulating the purchase-and-sale of GOODS. Order Confirmation, the General Terms and Conditions for the Sale of GOODS, and other documents regulating the purchase-and-sale of GOODS shall be an integral part of the Contract.

General Terms and Conditions for the Sale of GOODS – these General Terms and Conditions for the Sale of GOODS regulating the purchase-and-sale of GOODS and the related business relationship between the BUYER and TENAX PANEL, which constitute the Contract and form an integral part of the Order Confirmation and the Contract. TENAX PANEL and the Buyer hereinafter jointly referred to as the **Parties** and the **Party** each separately.

Authorised representative – a representative of a Party (for example, a Member of the Board, Director, etc.), pursuant to the entries in the Register of Enterprises or written authorisation of the respective Party, who is entitled to represent the Party, including the approval (signing) the Order Confirmation on its behalf, signing a Contract, amendments, supplements or agreements thereto, or signing any other document for and on behalf of the Party relative to the purchase-and-sale of GOODS, the order of the GOODS, and the Contract.

GOODS – TENAX PANEL-manufactured sandwich panels (panels), trimmings, and components thereof, as well as other products/ services related to the GOODS sold by TENAX PANEL and purchased by the BUYER in accordance with the Order Confirmation, the General Terms and Conditions for the Sale of GOODS, and the Contract.

Order Confirmation – a standard TENAX PANEL document containing information on the GOODS ordered by the BUYER, their specification, quantity, price, the Purchase price, terms of delivery (transport) and other terms and conditions of the purchase-and-sale of the GOODS, which both representatives of the Parties approve (sign) and based on which TENAX PANEL executes the order for the GOODS, manufactures and /or sells the GOODS to the BUYER.

Execution of the Order – any TENAX PANEL activities related to the execution of the Order for the GOODS, including production of the GOODS and procurement of materials to execute the order, commencement of production of the GOODS.

Delivery address – the place (address) of delivery of the GOODS specified in the Order Confirmation.

Estimated date of delivery – the date(-s) specified in the Order Confirmation when the GOODS would be delivered at the Delivery address.

INCOTERMS – International Commercial Terms 2020 developed by the International Chamber of Commerce 2020 and regulating the terms of trade in (delivery of) the GOODS.

Purchase price – the price of purchase of the GOODS specified in the Order Confirmation and the consignment note - invoice for the GOODS, or any other document related to the purchase-and-sale of GOODS, which the BUYER pays to TENAX PANEL in the order and within the term set in the Contract.

Force majeure – any circumstance against the will and beyond the reasonable control of the Parties, which could not be reasonably predicted, prevented and controlled, and if foreseen, was unavoidable, including natural disaster, road traffic accident, inundation, fire, earthquake, storms and other acts of God, any military actions, acts of terrorism, coups, strikes, riots, epidemics, pandemics, decisions taken by public authorities and institutions, as well as disruption of communications and information system operation, electric power supply disturbances, illegal action of third parties, unavailability and non-delivery of materials required to execute the Order for the GOODS, which TENAX PANEL could neither predict, nor affect or prevent.

Electronic means of communication – the means of communication of the Parties (telephone, E-mail) specified in the Order Confirmation, which the Parties use for remote communication aimed at the execution of the order /Order Confirmation for the GOODS and the Contract.

II Application of the General Terms and Conditions for the Sale of GOODS

2.1. The use of terms in capital or lowercase letters in the titles of sections, paragraphs, and other terms of the General Terms and Conditions for the Sale of GOODS is for convenience only and does not affect the order for the GOODS, the Order Confirmation, the Terms of the Contract, including the interpretation of the General Terms and Conditions for the Sale of GOODS. The terms used in other documents shall have the same meaning as in these General Terms and Conditions for the Sale of GOODS unless otherwise specified.

2.2. Unless otherwise specified in the General Terms and Conditions for the Sale of GOODS, words in the singular shall have the same meaning in the plural; words of the same gender shall have the same meaning as the corresponding words of any other gender.

2.3. Any reference to the General Terms and Conditions for the Sale of GOODS for the Sale – SIA "TENAX PANEL", company number 40203186964 " General Terms and Conditions for the Sale of GOODS " used in any document means the reference to these General Terms and Conditions for the Sale of GOODS.

2.4. Reference to the General Terms and Conditions for the Sale of GOODS, paragraphs, legal provisions thereof means a reference to such legal provision in the form wherein it has been amended or readopted.

2.5. By placing an order for the GOODS and signing the Order Confirmation, the BUYER confirms that he agrees with the General Terms and Conditions for the Sale of GOODS and the binding nature thereof.

2.6. The General Terms and Conditions for the Sale of GOODS shall apply to all orders for the Goods / Order Confirmations and other business relationships arising from or related to the purchase-and-sale of the GOODS unless otherwise agreed in writing by the Parties.

2.7. Any deviation from or amendment to the items of the General Terms and Conditions for the Sale of GOODS is allowed when agreed upon in writing by the Parties and signed by the authorised representatives of the Parties. In cases where the General Terms and Conditions for the Sale of GOODS and the individual/ special terms of the purchase-and-sale of the GOODS approved by signatures of the Authorised representatives of the Parties are at variance, the individual/ special terms and conditions shall apply. In case of discrepancies or ambiguities between the text of the General Terms and Conditions for the Sale of GOODS / Contract in Latvian and any other language, the text in Latvian shall prevail.

2.8. The General Terms and Conditions for the Sale of GOODS are applicable, binding upon, and apply to any successor of the rights and obligations of the Parties regardless of any changes in the personnel of either Party or changes in the authorised representatives of either Party.

2.9. The General Terms and Conditions for the Sale of GOODS are available free of charge on the website of TENAX PANEL www.tenaxpanel.lv, or in TENAX PANEL office during business hours at 1 Spodribas Street, Dobele, Latvia.

2.10. The laws and regulations valid in the Republic of Latvia shall regulate the business relations between TENAX PANEL and the BUYER unless otherwise specified in these Rules or otherwise agreed upon by the Parties in writing.

III General Terms and Conditions for the Sale of GOODS, Conclusion of the Contract

3.1. TENAX PANEL undertakes to sell and the BUYER undertakes to purchase the GOODS, pay the Purchase price of TENAX PANEL, pay for the delivery of the GOODS (when TENAX PANEL makes the delivery), and accept the GOODS pursuant to the Order Confirmation, the Contract, including the General Terms and Conditions for the Sale of GOODS.

3.2. The Contract shall be deemed concluded from the moment when the Authorised representatives of the Parties sign the Order Confirmation in duplicate and TENAX PANEL has received the Order Confirmation. The Order Confirmation shall be prepared in Latvian or English language. Within the term of the Contract, TENAX PANEL shall communicate with the BUYER in the language, wherein the Order Confirmation has been prepared or in any other language as agreed.

3.3. In meeting the obligations under the Contract, the Parties undertake to cooperate with each other aiming at the facilitation of the Contract, as well as proper and timely performance of the obligations provided for in the General Terms and Conditions for the Sale of GOODS. Upon the TENAX PANEL request, BUYER shall be obliged to provide all necessary information on the preparation of the Order for the GOODS and the execution of the Order without undue delay.

3.4. The BUYER shall determine the responsible person, with whom TENAX PANEL can settle any matter, and well as TENAX PANEL shall determine the responsible person, with whom the BUYER can settle any matter arising from the Contract, including within the period of implementation of

the General Terms and Conditions for the Sale of GOODS. The specified authorised representative shall be indicated in the Order Confirmation for the GOODS.

IV Price Offer, Product Specification, and Order Confirmation

4.1. After the BUYER has shown interest in the GOODS offered by TENAX PANEL and the related services, TENAX PANEL shall develop an offer for the bid (purchase) and selling price of the GOODS pursuant to the BUYER's needs and provided information, and to the best of its ability, and communicate it to the BUYER. When the validity period is not specified in the price offer, it shall be deemed valid for 30 (thirty) days from the date of making the price offer.

4.2. The range of GOODS that TENAX PANEL manufactures and offers and the services related to the sale of GOODS is available on TENAX PANEL website www.tenaxpanel.lv, in the catalogues of GOODS and products, and other informative materials, and they are of informative nature and are considered as an initiative only to start negotiations to express and accept a potential order for the GOODS. The visual parameters of the GOODS (for example, colour) published in the catalogues and on the website may differ from the actual appearance of the GOODS.

4.3. TENAX PANEL sells the GOODS in accordance with the specification, quantity, and other parameters of the GOODS specified in the Order Confirmation.

4.4. The BUYER shall be liable for the accuracy of the information specified in the Order Confirmation (including drawings and correctness thereof, assembly and/or other technical solution according to which the specification of GOODS is elaborated) and compliance with the interests of the BUYER/ the customer of the object, as well as the accuracy of information and timely submission to TENAX PANEL aimed at meeting the obligations under the Contract. After the Order Confirmation submitted by the BUYER is signed, it shall be deemed that the information provided therein is correct and accurate, the order and purchase of the GOOD fully comply with the interests of the BUYER, the project and the interests of the customer of the object or the interests of any other customer. In addition to the specified herein above, TENAX PANEL shall not be liable for the compliance of the GOODS with the load calculations when the order for the GOODS is made based on the GOODS specification (type, size, and number) submitted by the BUYER.

4.5. All changes in the information about the GOODS (including quantity, specification, classification, delivery dates, terms and conditions, etc.) made after TENAX PANEL has signed the Order Confirmation shall be deemed the changes in the Order Confirmation, which have been duly made and approved with signatures of the Authorised representatives of the Parties.

4.6. TENAX PANEL reserves the right to amend descriptions and specifications for the GOODS on unilateral basis, which is necessary to ensure the compliance with the relevant safety, quality, and other PRODUCT compliance standards in accordance with the requirements of laws and regulations or to amend in accordance with the technical regulations of TENAX PANEL, without affecting quality or declared properties of the GOODS.

4.7. TENAX PANEL shall be entitled to increase the price offer on unilateral basis and accordingly, the Purchase price before and after the Order Confirmation, as well as during the period of execution of the Order for the GOODS, giving 10 (ten) days prior notice when:

- (a) The BUYER has amended the Order Confirmation for the GOODS, including in the terms of delivery of the GOODS, and it increases the production and selling cost of the GOODS; and/or
- (b) There is a delay in the execution of the Order for the GOODS, and this delay is not caused by the action of TENAX PANEL; and/or

(c) If during the execution of the Order for the GOODS, when the interval between the planned first and last delivery of the GOODS is two months, and due to circumstances beyond TENAX PANEL control, the price of materials related to the execution of the Order for the GOODS increases significantly (50% and more).

V Commencement of Execution of the Order and Cancellation of the Order

5.1. TENAX PANEL starts the execution of the Order for the GOODS and the sale of the GOODS only based on the Order Confirmation that TENAX PANEL receives, which the Authorised representatives of both Parties have signed. Confirmation of the Order for the GOODS is not admissible in any other way, including by default (for example, an unexpected response) or any other action, whereby it is possible to express an intent, and is binding, and TENAX PANEL is not obliged to execute the order of the GOODS.

5.2. Execution of the order of the GOODS shall be commenced given that the pre-requisites specified in the Order Confirmation have been met (if any, such as receiving an advance payment) and the BUYER has no outstanding or overdue obligations to TENAX PANEL or TENAX group, and the BUYER has not exceeded the granted credit limit unless the Parties agree otherwise in writing.

5.3. Within the period of execution of the Order, the BUYER may make amendments to the specification for the GOODS specified in the Order Confirmation relating to the scope (number) of additional GOODS within 5 (five) working days after the Order Confirmation at the latest, as agreed with TENAX PANEL. Such the agreement/ amendments to the Order Confirmation shall be valid only if the Authorised representatives of both Parties sign the amendments.

5.4. If the BUYER rejects or cancels the Order for the GOODS:

5.4.1. After the Parties have acknowledged the Order Confirmation but TENAX PANEL has not started the execution of the Order for the GOODS yet, the BUYER shall cover the cost of erection drawing of the panels and preparation of the assembly units, and the project management amounting to 10% (ten percent) of the Purchase price of the GOODS specified in the Order Confirmation and cover the cost of materials ordered to execute the Order for the GOODS, and shall pay the said amount within 10 (ten) working days against TENAX PANEL issued invoice; or

5.4.2. After the Parties have acknowledged the Order Confirmation, and TENAX PANEL started the execution of the Order for the GOODS (for example, ordered metal for the production of the GOODS, started manufacturing, or produced the GOODS), the BUYER shall cover the cost of erection drawing of the panels and preparation of the assembly units, and the project management, and changes in the production in the amount of 30% (thirty percent) of the Purchase price of the GOODS specified in the Order Confirmation and shall pay a part of the Purchase price in the amount of the GOODS produced, cover the cost of materials ordered to execute the Order for the GOODS, and shall pay the said amount within 10 (ten) working days against TENAX PANEL issued invoice.

5.5. In case where the Order Confirmation has not been signed yet and TENAX PANEL has started the execution of the Order for the GOODS exceptionally upon the written request of the BUYER (for example, ordered metal for the production of the GOODS), and the BUYER still cancels the Order for the GOODS, the BUYER shall cover the cost of erection drawing of the panels and preparation of the assembly units, and the project management amounting to 10% (ten percent) of the Purchase price of the GOODS specified in the price offer, as well as cover the cost of materials ordered to execute the Order for the GOODS, and shall pay the said amount within 10 (ten) working days against TENAX PANEL issued invoice.

5.6. If the BUYER has made prepayment for the order for the GOODS and still cancels it or TENAX PANEL is forced to cancel it due to the BUYER's default under the General Terms and Conditions for the Sale of GOODS, TENAX PANEL shall be entitled to retain it and not to repay the prepayment received and/or make a full or partial set-off to redress the claim.

VI Payments and Payment Procedure

6.1. The BUYER shall pay the Purchase price for the GOODS, pay the cost of delivery of the GOODS (when TENAX PANEL makes the delivery), in addition paying the value added tax against TENAX PANEL issued consignment note- invoice or equivalent document for the GOODS issued based upon the Order Confirmation. TENAX PANEL may issue an invoice any time within the period of operation of the Contract, irrespective of the fact whether the delivery of the GOODS took place.

6.2. TENAX PANEL can grant a credit limit to the BUYER. The amount of the credit limit, the terms of the use and repayment shall be determined in writing as agreed between the Parties. TENAX PANEL reserves the right to modify or cancel the credit limit granted to the BUYER on unilateral basis during the term of the Contract by notifying the BUYER thereof 1 (one) business day before to the e-mail address specified in the Order Confirmation. Changes in the credit limit shall not affect or cancel the BUYER's payment obligations and other obligations under the Contract in any manner.

6.3. The day when the payment amount is credited to the bank account of TENAX PANEL shall be deemed the day of receipt of the payment made by the BUYER. The BUYER shall bear bank service fees related to the payment of the invoice. The BUYER shall make payments in EUR (euro) unless the Parties agree otherwise in writing.

6.4. If the BUYER has not paid for the GOODS within the term specified in the invoice, the BUYER shall pay a contractual penalty to TENAX PANEL in the amount of 0.5% (zero point five percent) of the overdue amount per each calendar day delayed but not exceeding 10% (ten percent) of the total unpaid Purchase price for the GOODS in accordance with the Order Confirmation.

6.5. If the BUYER delays the payment of the invoice for more than 14 (fourteen) calendar days or there is reason to believe that the BUYER may not meet its payment obligations, prior to the delivery or handing out the GOODS, TENAX PANEL shall be entitled to claim payment of outstanding invoices from the BUYER, regardless of the due dates of payment and previous agreements, or to request to give guarantee issued by a third party in the form and content acceptable to TENAX PANEL or any other security to pay the outstanding amounts, as well as to apply other sanctions under the Contract at own discretion, including the provisions of the General Terms and Conditions for the Sale of GOODS.

6.6. Notwithstanding the foregoing, TENAX PANEL shall be entitled not to sell/ deliver the GOODS, to cancel the Order for the GOODS in full or in part, to transfer the delivery of the planned GOODS if the BUYER has failed to meet the obligations to TENAX PANEL, including in relation to the previous orders for the GOODS, and/or the credit limit has been exceeded and/or to exercise the rights referred to in Clause 6.8 of the General Terms and Conditions for the Sale of GOODS, as well as to apply other sanctions under the Contract, including the specified in the General Terms and Conditions for the Sale of GOODS at own discretion.

6.7. The BUYER shall not be entitled to delay, withhold, or otherwise not to pay the amounts due under the Contract to TENAX PANEL in connection with the BUYER's claims and claims for defects in the GOODS or other infringement of a clause of the Contract, nor shall the BUYER be entitled to set off any amount, the payment whereof to the BUYER is disputed by TENAX PANEL.

6.8. TENAX PANEL shall be entitled to transfer the planned delivery of the GOODS or the delivery of the GOODS to the BUYER on unilateral basis, or to cancel the order for the GOODS in full or in part, or to transfer any other TENAX PANEL Contract, including the compliance with the obligations under the General Terms and Conditions for the Sale of GOODS and due dates thereof until the time, when the BUYER pays against the overdue invoice, including relative to the previous orders for the GOODS, in accordance with the provisions of the Contract or meets any other delayed provision of the Contract in the amount and within the term determined by TENAX PANEL. In addition to the foregoing, TENAX PANEL shall be entitled to claim from the BUYER compensation for expenses caused by overdue payment of the BUYER or delay in meeting the obligations under another Contract or improper performance of the Contract due to loss of production capacity, changes in transport routes/downtime or transfer or cancellation of the order for the GOODS.

6.9. By signing the Order Confirmation for the GOODS, the BUYER agrees that if the BUYER does not adhere to, infringes and/or does not implement the Contract, including General Terms and Conditions for the Sale of GOODS, TENAX PANEL shall be entitled not to give information or the data got within the Contract limits, to evaluate future solvency of the BUYER, as well as TENAX PANEL shall be entitled to transfer these data to any third party, including aiming at the facilitation of recovery of the debt or enforcement from the BUYER. The BUYER undertakes to reimburse for all expenses to TENAX PANEL (including legal costs) and for the loss caused in the process of the BUYER's debt recovery/ enforcement.

VII Delivery and Handing out the GOODS

7.1. The INCOTERMS rules shall apply to the delivery and handing out of the GOODS.

7.2. Pursuant to the Order Confirmation for the GOODS, TENAX PANEL shall deliver the GOODS or the BUYER himself provides the delivery of the GOODS at the Delivery address.

7.3. When TENAX PANEL provides the delivery of the GOODS:

7.3.1. In addition to the Purchase price, the BUYER shall pay for the delivered GOODS against the waybill invoice issued for the GOODS by TENAX PANEL.

7.3.2. TENAX PANEL delivers the GOODS from TENAX PANEL GOODS production/ storage address (place) to the place of delivery of the GOODS specified in the Order Confirmation. Standard method of delivery: standard size vehicles with a semi-trailer (up to a total length of 17 m). TENAX PANEL may use another type of vehicle that can ensure the delivery of the GOODS to the BUYER. If the BUYER has special conditions relating to the vehicle or there are any restrictions on the dimensions of the vehicle used for the delivery of the GOODS, the BUYER must prior notify TENAX PANEL thereof and it should be specified in the Order Confirmation. The GOODS shall be deemed to have been given with the delivery of the GOODS at the place of delivery of the GOODS prior to the discharge of the GOODS from the vehicle. TENAX PANEL shall not be liable for loss caused during unloading of the GOODS.

7.3.3. The BUYER is obliged to ensure unloading of the GOODS at the place of delivery of the GOODS within 2 (two) hours from the time of delivery of the GOODS. The time of arrival of the GOODS at the place of unloading (address) shall be fixed in the presence of the BUYER's representative. If unloading of the GOODS is not started within the specified time, TENAX PANEL shall be entitled to claim payment for the downtime in the amount of 45 EUR (forty five euro) for each idle hour and the BUYER shall be obliged to cover the foregoing expenses against the invoice issued by TENAX PANEL.

7.4. When the BUYER provides the delivery of the GOODS:

7.4.1. In this case the GOODS are given at the address of TENAX PANEL, the manufacturer/seller of the GOODS at the place of storage of the GOODS for the BUYER/ to the BUYER's nominated carrier (freight forwarder), and the GOODS shall be deemed given prior to loading of the GOODS at the vehicle. TENAX PANEL shall not be liable for loading and securing the GOODS in the vehicle, and respectively, for the loss or damage of the GOODS caused by the loading.

7.5. TENAX PANEL delivers or issues the GOODS to the BUYER provided that the BUYER has met all the provisions of the Contract, including the General Terms and Conditions for the Sale of GOODS, inter alia made payment against the invoices related to the present and previous Orders for the GOODS, as well as that there are no outstanding obligations to TENAX PANEL and TENAX group.

7.6. The BUYER must accept the GOODS within 14 (fourteen) calendar days upon TENAX PANEL notice of the readiness to deliver/ give the GOODS unless otherwise agreed in writing in the Order Confirmation for the GOODS or by the Parties.

7.7. If the BUYER does not ensure the acceptance of the delivery of the GOODS or has not submitted instructions to TENAX PANEL on the delivery of the GOODS by the estimated term of delivery of the GOODS:

7.7.1. The GOODS are stored at the risk and expense of the BUYER, and TENAX PANEL shall be entitled to apply payment for storage of the GOODS in the amount of 1% (one percent) of the value of the GOODS (the Purchase prices specified in the Order Confirmation) per each delayed day until the day of the actual delivery/issue of the GOODS. In addition to the foregoing, TENAX PANEL may exercise the right specified in Paragraph two, Clause 6.8 of the General Terms and Conditions for the Sale of GOODS;

7.7.2. If the GOODS are stored for more than one month, in addition to the specified in Clause 7.7.1, TENAX PANEL shall be entitled to sell the GOODS at the open price without an auction and request the BUYER to cover the expenses related to the sale, storage, and insurance of the GOODS. If the GOODS cannot be sold due to the specific and unique properties thereof, TENAX PANEL shall be entitled to destroy the GOODS at the expense of the BUYER, and respectively, the BUYER shall cover all expenses in this regard against TENAX PANEL issued invoice, and undertakes not to raise any claims against TENAX PANEL in view of the destruction of the GOODS and the loss caused.

7.8. The GOODS are delivered following the procedures established in the Order Confirmation and the General Terms and Conditions for the Sale of GOODS. If the GOODS are supplied by several deliveries, the partial delivery of the GOODS or the delay thereof shall not be deemed the failure to comply with the Contract, including the non-compliance with the General Terms and Conditions for the Sale of GOODS in the aggregate.

7.9. Upon the delivery/issuance of the GOODS, the BUYER shall check the delivered GOODS cargo, quantity of the GOODS, the conformity of the GOODS designation to the enclosed documents, the external visual appearance of the cargo, and the GOODS and their packaging to determine obvious defects available. If defects are found, the BUYER shall act in accordance with Clause 9.5 of the General Terms and Conditions for the Sale of GOODS.

7.10. TENAX PANEL undertakes to take all reasonable actions to deliver the GOODS on the estimated date of delivery. Notwithstanding the foregoing, the date and time of delivery of the GOODS shall become binding only if prior confirmed in writing by TENAX PANEL. TENAX PANEL may deliver the GOODS before the Estimated date or dates of delivery (if the GOODS are supplied by several deliveries) if the BUYER has given consent thereto including via e-mail.

7.11. If TENAX PANEL does not deliver the GOODS for more than 14 (fourteen) calendar days after the envisaged Term of Delivery, and the delay is not related to the force majeure circumstances or the circumstances being beyond TENAX PANEL control, or through the fault of the BUYER, and the Parties have not agreed otherwise, in this case starting from 15 (fifteen) calendar days, the BUYER may claim payment of the contractual penalty amounting to 0.5% (zero point five percent) per each delayed day, but the total amount may not exceed 10% (ten percent) of the Purchase price for the GOODS not delivered in accordance with the Order Confirmation.

7.12. If TENAX PANEL is unable to supply the GOODS or a part thereof due to force majeure circumstances, TENAX PANEL shall reserve the right to supply the GOODS, through another producer/supplier of the GOODS, and the BUYER shall not be entitled to refuse such supply of the GOODS merely because TENAX PANEL is not the producer of the GOODS.

7.13. If the place of delivery of the GOODS is outside Latvia in any other EU Member State or EEA, the BUYER is obliged to ensure that TENAX PANEL would receive a signed document, confirming the receipt of transported GOODS in the respective EU or EEA country (destination of the GOODS) in accordance with the requirements of the Council Implementing Regulation (EU) No 282/2011.

7.14. The BUYER incurs full liability for the compliance with the statutory requirements, customs procedures, payment of applicable taxes and duties relating to the export of the GOODS from the country of manufacture of the GOODS and import of the GOODS into the country (territory) of delivery of the GOODS.

VIII Transfer of Risks and Ownership of the GOODS

8.1. If the delivery of the GOODS is provided by TENAX PANEL, the full material liability and damage of the GOODS, loss or destruction, including the accident risk shall pass to the BUYER from the time of delivery of the GOODS at the place of delivery prior to unloading the GOODS. TENAX PANEL shall not be liable for any loss or damage incurred during unloading of the GOODS.

8.2. If the delivery of the GOODS is provided by the BUYER/ the BUYER's forwarder (the GOODS are given at the territory of TENAX PANEL/ the place of storage of the GOODS), the full material liability and damage of the GOODS, loss or destruction, including the accident risk shall pass to the BUYER with issuing of the GOODS. TENAX PANEL shall not be liable for loading and securing of the GOODS in the vehicle and for transportation, respectively for the loss caused during the loading and transportation or the destruction of the goods.

8.3. If the BUYER delays the receipt of the GOODS, i.e., does not accept the GOODS within the term referred to in Section 7 of the General Terms and Conditions for the Sale of GOODS, full material liability and all risks, including the accident risk in connection with the storage of the GOODS shall pass to the BUYER.

8.4. The BUYER shall be liable fully for the correct handling of the GOODS, storage in accordance with TENAX PANEL recommendations, directions, and instructions.

8.5. Irrespective of the delivery terms of the GOODS and the transfer of the risks of the GOODS, the BUYER acquires ownership from the time when the SELLER has paid the value of the GOODS in full (the Purchase price) and made other payments related to the purchase of the GOODS in accordance with the Order Confirmation or gave other payment guarantee or any other security according to the form and content acceptable to TENAX PANEL. The BUYER is not entitled to pledge the GOODS in any way or encumber the GOODS until the BUYER acquires the ownership of the GOODS in accordance with the General Terms and Conditions for the Sale of GOODS.

IX Warrantees

9.1. TENAX PANEL shall be responsible for the conformity of the GOODS if all manufacturer's instructions are followed, including instructions on the sequence of panel assembly, erection drawings, assembly units, etc. TENAX PANEL technical instructions and the BUYER has performed and documented quality control of its activities at the place of receipt of the GOODS and on the construction site. TENAX PANEL shall not be liable for the damage, destruction, and loss caused by the failure to meet the manufacturer's instructions specified in the rules, as well as in case of non-observance of the instructions.

9.2. It is possible that TENAX PANEL instructions and drawings do not include solutions for all cases. TENAX PANEL shall not be liable for loss if caused by calculations or assembly units or other technical solutions that TENAX PANEL did not approve in writing.

9.3. TENAX PANEL provides the GOODS with warranties for the uniformity of colour hue based on the uniformity limits of the tone recommended in the ECCA (European Coil Coating Association) guidelines (See www.prepaintedmetal.eu , document "Colour assessment of prepainted metal - ECCA guidelines"), which are expressed as " ΔE " CIELab colour coordinates. The BUYER shall be liable for the conformity of the choice of colour hues of the GOODS to the design and the interests of the customer of the building/ facility.

9.3.1. The specified colour hue match criteria (ΔE limits) for panels only apply to category 1 (light), category 2 (medium), category 3 (dark), and category 4 (sharp/saturated) colour hues, adjacent panels in one façade or interior wall or ceiling plane. Adjacent panels installed in different facades or interior wall planes (for example, two adjacent panels in the corner of the building), the difference in colour hue shall not exceed the ECCA thresholds more than twice as specified in Clause 9.3. Detailed information is provided in TENAX PANEL published documents (see www.tenaxpanel.lv).

9.3.2. The specified colour hue match criteria (ΔE limits) for trimmings are only valid for category 1 (light), category 2 (medium), category 3 (dark), and category 4 (sharp/saturated) colours when comparing trimmings supplied in one consignment. The colour hue match determined for the trimming against an adjacent panel shall not exceed the ECCA thresholds more than twice as specified in Clause 9.3.

9.3.3. Pursuant to the ECCA classification of organic coating, the metallic hue (category 5) panels cannot be measured for the colour match. The BUYER assumes full responsibility for the colour hue match of category 5 for the GOODS installed. The BUYER should, as far as possible, select panels according to the production sequence of the panel packs, assemble sequentially for each support structure span (not strips), assess the colour matching of each support structure span after removal of the protective film and shall document the test results in quality control records.

9.3.4. If the building elements for the building/ object (for example, panels and gates) are supplied by different manufacturers, or if the GOODS are intended to be installed next to the previously installed covering elements and the colour hues of those elements to be matched, the BUYER must submit a sample for matching of the colour hue to TENAX PANEL (hereinafter referred to as the "colour standard"). If the colour hue matches the colour standard submitted by the BUYER, then the guarantees given in clauses Clause 9.3.1 and 9.3.2 of these Rules are valid and the deviation of the colour hue of the GOODS from the colour standard should not exceed the ECCA thresholds more than twice as specified in Clause 9.3.

9.4. In case of discrepancy, the difference in colour hue shall be assessed by measurements in accordance with the requirements of standard EN 13523-3: 2014.

9.5. TENAX PANEL shall acknowledge that the GOODS comply with the specification of the order and the performance of the GOODS as specified in the declaration of performance of the GOODS.

TENAX PANEL gives warranty for the GOODS for 36 (thirty-six) months from the date of issue of the GOODS in accordance with the provisions of Section VII of the Rules and provided that the GOODS are installed and operated in accordance with TENAX PANEL given instructions, available on TENAX PANEL website www.tenaxpanel.lv, as well as the instructions attached to the packages of the panels. For the GOODS not timely accepted by the BUYER if it is not due to the fault of TENAX PANEL or force majeure circumstances, or the circumstances being beyond TENAX PANEL control, the warranty period of the GOODS starts from the day when the BUYER was obliged to accept the GOODS in accordance with the Contract, including the General Terms and Conditions for the Sale of GOODS.

9.6. It is the responsibility of the BUYER/ the BUYER's representative/ forwarder to inspect and make sure that the GOODS are not damaged before loading and/or unloading and during transportation.

9.6.1. The BUYER undertakes to ensure that, upon arrival of the GOODS as cargo, the cargo shall be photographed (so that the number plate of the vehicle, the contents of the cargo are visible, if necessary, exposing the canopy cover) BEFORE any cargo handling.

9.6.2. After the earlier specified inspection, the BUYER shall inspect the GOODS at least twice: while the GOODS are in the vehicle and after unloading the GOODS. If the BUYER finds defects or other defects in the GOODS, the GOODS received by the BUYER must be photographed in such a way that all relevant damages/ defects and the vehicle number plate are visible, and the defects and other information specified herein must be indicated in the consignment note (CMR, waybill invoice). The BUYER shall be obliged to send the pictures together with the consignment note to TENAX PANEL by e-mail immediately, and not later than within 1 (one) working day, where the defects are specified. The BUYER then shall follow the instructions given by TENAX PANEL.

9.7. If the Buyer finds a defect in the GOODS during the warranty-covered period, the BUYER must photograph the defect in the GOODS in such a way that all relevant defects are visible, and should notify TENAX PANEL in writing or by e-mail immediately, but not later than within 5 (five) working days from the date of revealing the defects (shooting day), in writing or by e-mail, but not later than within 5 (five) working days from discovery (shooting days) must be reported to TENAX PANEL by submitting pictures and the date they were taken and giving description of the defect.

9.8. GOODS with the found defects must not be installed/ assembled in any case, otherwise the BUYER shall bear all expenses, including the expenses related to the disassembly/ assembly of the GOODS. The BUYER shall ensure that the GOODS have no visual defects prior to performing any work with the GOODS, as well as before assembling the GOODS.

9.9. If a defect in the GOODS is detected during the assembly of the GOODS, the BUYER must suspend the assembly of the GOODS until receiving written instructions from TENAX PANEL for further actions. The BUYER should forthwith notify TENAX PANEL in writing of the defect, but within 2 (two) working days at the latest, or using e-mail, by giving the description of the defect and attaching a picture substantiating the defect.

9.10. TENAX PANEL considers the claim if the BUYER has informed about it in accordance with the procedure and within term specified in TENAX PANEL Contract, including the General Terms and Conditions for the Sale of GOODS. If the BUYER fails to adhere to the specified herein above, TENAX PANEL shall be released from the warranty obligations assumed on the GOODS, as well as the obligation to cover other expenses and losses, and the BUYER shall be obliged to accept the GOODS to the full extent in accordance with the Order Confirmation and other provisions of the Contract, including the General Terms and Conditions for the Sale of GOODS, as well as the

obligation to pay the Purchase price of the GOODS to TENAX PANEL to the full extent comes into effect.

9.11. If TENAX PANEL has received the BUYER's claim concerning non-conformity of the GOODS to the quantity, specification, declared properties, or defects, and TENAX PANEL has found this claim to be duly reasoned, TENAX PANEL shall eliminate defect of the GOODS, replace the GOODS or the parts thereof, or replace the GOODS (the respective PRODUCT is replaced), or compensate up to 15% (fifteen percent) of the value of the damaged GOODS (the Purchase price of the appropriate GOODS or a part thereof, pursuant to the Order Confirmation). If TENAX PANEL is liable for other expenses and losses caused by a direct causal defect in the GOODS under the laws and regulations and the BUYER has proved it by documents, then this liability falls due in the minimum amount specified in the laws and regulations, but it shall not exceed 15% (fifteen percent) of the Purchase amount of the GOODS in any case.

9.11.1. If TENAX PANEL has not recognised the drawback specified in the BUYER's claim or there is a dispute on defects of the GOODS specified in the claim, either Party shall have the right to notify the other Party in writing thereof, request to involve an independent conformity assessment body or expert, at its own expense, to give an opinion on the validity of the claim relative to the unrecognised defect.

9.12. TENAX PANEL examines a claim that complies with the requirements of the Contract, including the specified in the General Terms and Conditions for the Sale of GOODS, and provides a response within 7 (seven) working days of its receipt, or within any other term agreed by the Parties. The reply shall be given by the same means of communication, whereby TENAX PANEL received the claim. In the event of an unfounded claim or in the absence of proof of TENAX PANEL fault, the BUYER shall bear TENAX PANEL's expenses for the unreasonable call (transport charges, the cost of personnel) against the invoice issued by TENAX PANEL. Prior to the call, TENAX PANEL shall notify the BUYER of the cost of unreasonable call and the coverage thereof in accordance with the price specified by TENAX PANEL by e-mail.

9.13. Without limitation to the foregoing, TENAX PANEL shall not be liable for in any case:

9.13.1. Defects in the GOODS and the expenses and losses incurred in connection therewith due to the non-compliance, inaccuracies, etc. in the customer documentation submitted by the BUYER on the design or building/ object, or in other information/documents;

9.13.2. Obvious defects of the GOODS if they are not fixed at the time of delivery/ issue of the GOODS in accordance with the specified in these Rules, and no notice has been given thereof in the order established in TENAX PANEL Contract, including the General Terms and Conditions for the Sale of GOODS.

9.14. TENAX PANEL shall not assume any obligations on the warranty of the GOODS and shall be discharged from other obligations under the Contract, including the General Terms and Conditions for the Sale of GOODS and liability in this regard, as well as for expenses and losses if:

9.14.1. During the acceptance (including transportation and handling operations), storage and assembly of the GOODS, the deviation from the terms and instructions provided by TENAX PANEL in the General Terms and Conditions for the Sale of GOODS or document related to the purchase of the GOODS, as well as the rules, conditions, recommendations and the guidelines available on TENAX PANEL website www.tenaxpanel.lv, as well as the instructions annexed to the GOODS packaging, and/or;

9.14.2. The BUYER uses or installs the defective Goods without the prior written consent of TENAX PANEL and/or;

9.14.3. The BUYER modifies the GOODS contrary to TENAX PANEL written instructions and without the prior written approval of TENAX PANEL.

9.15. TENAX PANEL employees, sales representatives, etc. shall not be entitled to provide warranties and give other representations of the GOODS, and such warranties and representations provided shall be binding upon neither TENAX PANEL, nor the BUYER. By signing the Order Confirmation, the BUYER acknowledges that it will not rely on such unapproved confirmations and warranties and will not make any claims in this regard. TENAX PANEL is solely responsible for the warranties, declarations, and representations of the GOODS provided to it, which have been approved (signed) by its Authorised representative or a person and/or that were provided in the order established in the General Terms and Conditions for the Sale of GOODS and the Contract, including the General Terms and Conditions for the Sale of GOODS; otherwise the BUYER assumes full material liability and all risks, including the accident risk in this respect, accordingly TENAX PANEL shall not assume liability for the earlier specified.

X Responsibility

10.1. Each Party shall be liable for the failure to meet the obligations under the Contract, including the General Terms and Conditions for the Sale of GOODS or improper meeting thereof and the loss caused to the other Party pursuant to the procedure specified in the General Terms and Conditions for the Sale of GOODS and laws and regulations.

10.2. Payment of the outstanding funds or contractual penalty and the reimbursement for loss shall not discharge the BUYER from the obligation to comply with the obligations assumed under the Contract/ the General Terms and Conditions for the Sale of GOODS and in connection therewith.

10.3. TENAX PANEL shall not be liable for the BUYER's relationship with third parties and any obligations and losses arising therefrom. This also applies to intellectual property rights, trademarks, patents, technical regulations, and inventions, etc. The BUYER settles the above issues independently and undertakes to secure and protect TENAX PANEL against any kind of claims, as well as reimburses the costs and damages in this regard.

10.4. If electronic means of communication, computer software, and programs are used to fulfil the Order Confirmation, the General Terms and Conditions for the Sale of GOODS, TENAX PANEL shall not be liable for any loss caused by failure or damage of the relevant electronic and technical equipment or other means of communication used.

10.5. Neither Party shall be liable for any infringement, in whole or in part, of the Contract/ the General Terms and Conditions for the Sale of GOODS if caused by force majeure circumstances and notified by the Party in accordance with the procedures specified below.

10.6. Upon the occurrence of force majeure circumstances directly affecting the performance of the Contract/ the General Terms and Conditions for the Sale of GOODS and the occurrence whereof could not be predicted and prevented, the periods of execution of the Order for the GOODS provided for in the Contract and other documents signed by the Parties shall be extended accordingly for the period of action of such circumstances and the elimination of consequences. Each Party shall be obliged to keep the other Party informed in writing about the occurrence of such force majeure circumstances immediately, but not later than within 5 (five) working days.

10.7. If the force majeure circumstances or the consequences thereof continue to act for more than 2 (two) months, or upon their occurrence, it becomes clear that they and their consequences will last for more than 2 (two) months, the Parties shall negotiate on the alternatives to this Contract acceptable to both Parties and make the relevant amendments to

the existing Contract immediately. If the Parties have not agreed on alternatives to the implementation of the Contract within 1 (one) week from the beginning of negotiations and have not concluded amendments to the Contract in writing, either Party shall have the right to withdraw from the Contract on unilateral basis by notifying the other Party in writing.

XI Confidentiality and Processing of Personal Data

11.1. The Parties undertake to protect and not to disclose confidential information to third parties in any way without the prior written consent of the other Party that has become known to the other Party prior to the conclusion of the Contract and during the term of the Contract, with exception of the cases and procedures determined in laws and regulations.

11.2. Any information that is disclosed to the other Party in any way or otherwise becomes known to the other Party, including, but not limited to, all technical, technological, know-how, environmental, commercial, legal and financial information; personal data, other information directly or indirectly related to the Parties, their employees, representatives and other personnel, and the related persons, the order of the GOODS, confirmation thereof, the Contract/ the General Terms and Conditions for the Sale of GOODS, and implementation thereof shall be deemed confidential information.

11.3. The BUYER knows and understands that the confidential information is not subject to the disclosure, is unique and relevant to the activities of TENAX PANEL and/or TENAX group, contains exclusive rights of ownership, and is a trade secret of TENAX PANEL and/or TENAX group. All intellectual property rights in trademarks, patents, inventions belong to TENAX PANEL and/or TENAX group companies.

11.4. Each Party has an obligation to ensure that its employees, sales representatives, agents, consultants, and other related parties, who process confidential information regarding the implementation of the Contract/ the General Terms and Conditions for the Sale of GOODS to treat such information as confidential and not to disclose or disclose it to any person or authority not duly authorised, and the Parties shall be liable for any such infringement. The Party undertakes to protect confidential information by all reasonable means.

11.5. The obligation to maintain confidentiality (non-disclosure of confidential information) shall be valid both during the period of the business relationship between TENAX PANEL and the BUYER, and after such a relationship, including termination and expiration of the Contract.

11.6. The BUYER is informed that TENAX PANEL processes personal data only aimed at initiating business relationship with the BUYER, preparing the Order Confirmation of the GOODS, concluding and implementing the Contract (including the execution of transaction documents, provision of claims, and warranty-related issues), as well as the protection of TENAX PANEL legitimate interests. TENAX PANEL ensures proper storage and processing of personal data in accordance with the requirements of laws and regulations. The failure to provide the necessary amount of the personal data required to prepare the order for the GOODS, Order Confirmation, conclusion of the Contract, excludes the conclusion of the Contract. Simultaneously with entering into the Contract, the BUYER agrees that TENAX PANEL informs him of the new GOODS of TENAX PANEL or TENAX group, as well as goods and services offered by its cooperation partners by means of electronic communication. The BUYER has the right to revoke the BUYER's consent given for processing of the personal data at any time, which is also justified for the purpose of marketing, including profiling for this purpose, as well as to refuse advertisements and offers by informing TENAX PANEL in writing thereof or using electronic means of communication.

XII Early Termination of the Contract

12.1. The Contract may be terminated as agreed upon the Parties and such the agreement shall be made in writing, which is signed by the authorised representatives of the Parties.

12.2. TENAX PANEL may terminate the Contract on unilateral basis immediately, by giving written notice to the other Party if:

12.2.1. The BUYER has been declared insolvent by the court decision or any other competent authority, or the business activities of the Buyer have been suspended, terminated or the Buyer is in the process of winding up or has wound up;

12.2.2. The BUYER delays any payment determined in the Contract for more than 30 (thirty) calendar days;

12.2.3. The BUYER delays the delivery/ acceptance of the GOODS for more than 30 (thirty) calendar days;

12.2.4. The BUYER has provided false information or concealed the facts that affect the execution of the Order for the GOODS (Order Confirmation) and the Contract.

12.3. If TENAX PANEL exercises the right to terminate the Contract prematurely, the BUYER shall be obliged to pay the Purchase price for the GOODS to TENAX PANEL to the full extent forthwith irrespective of the previous agreements, as well as to pay other amounts due to TENAX PANEL under the Contract/ the General Terms and Conditions for the Sale of GOODS, as well as comply with other obligations under the Contract.

XIII Final Provisions and Dispute Resolution Procedure

13.1. After the conclusion of the Contract, all previous negotiations, correspondence, and agreements that existed between the Parties prior to entering into the Contract shall be deemed terminated. By entering into the Contract, the Parties acknowledge that they understand the provisions of the Contract/ the General Terms and Conditions for the Sale of GOODS, the obligations and responsibilities assumed, consider the Contract to be fair and complying with their interests, undertake to abide by and fulfil them.

13.2. The Contract shall come into force following the procedures determined in the General Terms and Conditions for the Sale of GOODS and shall remain in force until the full and proper meeting of the obligations by the Parties arising from the Contract. Transaction documents concluded between the Parties must contain a reference to the General Terms and Conditions for the Sale of GOODS.

13.2. The addenda attached to the Contract are an essential and integral part of the Contract. If during the term of the Contract, the Parties agree on new addenda to the Contract or other documents that are unambiguous in connection with the Contract, they shall become an essential and integral part of the Contract from the time when the Authorised representatives of the Parties sign them. Notwithstanding the foregoing, declarations, instructions, guidelines, and other documents relating to the GOODS shall be deemed essential addenda of TENAX PANEL as the GOODS manufacturer and an integral part of the Contract, regulating the safe and proper operation of the GOODS, including storage thereof, determine properties and specification for the GOODS.

13.3. Any amendments and supplements to the Contract, the General Terms and Conditions for the Sale of GOODS shall be valid only when the Authorised representatives of the Parties have signed them.

13.4. The individuals who sign the Order Confirmation for and on behalf of the Parties and/ or sign any other written confirmation of the Party acknowledge that they have been vested with

the necessary authority to take the relevant actions. In the event that this statement proves to be false subsequently or the Party concerned did not exist as a legal entity at the time when the individual concerned acted as its representative, that representative shall assume the obligations arising out of the Contract as an individual and shall be liable for any loss thereby caused to the other Party.

13.5. Any changes in the responsible persons of the Parties, their contact information and/or the details of the Party shall be deemed mutually agreed upon if the other Party has been notified thereof in writing.

13.6. The BUYER shall not have the right to assign or otherwise transfer all or any part of the rights or obligations established under this Contract without TENAX PANEL prior written consent thereto.

13.7. TENAX PANEL is entitled to transfer the BUYER's data and information related to the Contract to third parties if necessary to perform the obligations under the Contract and/or if TENAX PANEL wishes to assign or otherwise transfer any of its claims and rights arising out of the Contract to third parties.

13.8. TENAX PANEL is entitled to place its advertisement and/or any other informative announcement on the construction project free of charge within the period of assembly of the GOODS.

13.9. All notices and claims, and other documents related to the implementation of the Contract/ the General Terms and Conditions for the Sale of GOODS shall be submitted to the other Party by sending to the address specified in the Order Confirmation or served personally to the Party against a signature and shall be deemed received: (a) on the day after the date specified on the postmark; (b) when a Party has signed a document submitted to it.

13.9.1. To provide online data interchange, , in addition to the earlier specified information exchange procedure, the Parties shall send it to the electronic mail addresses of the Parties specified in the Order Confirmation. All notices and claims, and other documents shall be deemed signed in own hand if have been signed by the Authorised representative of the Parties with a secure electronic signature in accordance with the requirements of laws and regulations.

13.10. If any of the Contract provisions, including the terms and conditions of the General Terms and Conditions for the Sale of GOODS become invalid or lose its force, it shall not affect the operation and validity of the other provisions of the Contract/ the General Terms and Conditions for the Sale of GOODS. The invalid provisions shall be deemed superseded by the applicable provisions which, having regard to the purpose of the Contract and intentions of the Parties, have the same economic and legal significance as the invalid provision as far as is legally possible. The foregoing provision shall apply mutatis mutandis to any missing provision of this Contract.

13.11. All disputes and differences arising in connection with the Contract shall be settled by negotiations between the Parties. Should the Parties fail to agree through negotiations, disputes shall be settled in the court of the Republic of Latvia under its jurisdiction pursuant to the laws and regulations of the Republic of Latvia.