
GENERAL SALES AND DELIVERY TERMS

1. General

- 1.1. General sales and delivery terms (hereinafter - Terms) describe the terms that apply to orders, placed at Exposeit.
- 1.2. These Terms sets forth general conditions of trade between the Seller and the Buyer. Terms can be modified by explicitly expressing such modifications in separate contract, Offers or Order confirmations.
- 1.3. In these Terms definitions are used as follows:
 - 1.3.1. Seller – Exposeit UAB and all its branches, affiliates and/or agents;
 - 1.3.2. Buyer – customer that is placing the inquiry or Order for Goods or services to be provided by the Seller;
 - 1.3.3. Parties – the Seller and the Buyer together;
 - 1.3.4. Goods and services – items and services ordered/inquired by the Buyer or offered by the Seller, including but not limited to drawings, designs, furniture and/or it's parts, manufactured or sourced design elements, mounting and/or building services.
 - 1.3.5. Offer – written document, provided by the Seller to the Buyer with quotation based on Buyers' specifications.
 - 1.3.6. Purchase order – written document by which the Buyer is ordering goods and/or services from the Seller.
 - 1.3.7. Order confirmation – written document by the Seller by which the Purchase order is accepted.
 - 1.3.8. Site survey – if not specified otherwise, the survey process in prospect building site that includes taking basic measurements related to concept implementation, as well as making visual observation of the condition of surfaces in the premises (walls, floor, ceiling) to preliminary assess the possibility of concept implementation.
- 1.4. Unless specified otherwise, these Terms applies for all orders of Goods and services that are issued by the Buyer and confirmed by the Seller.
- 1.5. Placement of order by the Buyer is considered a confirmation that the Buyer is aware of and unconditionally agrees to these Terms.
- 1.6. These Terms are applicable even if the Buyer has its own purchase conditions. Buyers' purchase conditions are not binding to the Seller, nor the Seller is obligated to follow them, even if there is no separate rejection expressed by the Seller. The buyers' purchase conditions can only be applicable to the Seller if the Parties reach a written agreement where such application is explicitly expressed.
- 1.7. The Purchase order and the Order confirmation is consisting a sales contract for Goods and services and these Terms are an inseparable part of it. In case the Parties have concluded separate written agreement, modifying the Terms, the provisions of written agreement shall prevail. In case some aspect of cooperation is not described in the agreement, that aspect is regulated by these Terms.

2. Offers, Purchase orders and Order confirmations.

- 2.1. Offer is provided based on the Buyers' specifications listed in request for quotation and is valid for 30 days from the date of the offer provision.
- 2.2. Offer is valid for a full package of goods and services listed in the offer.
- 2.3. If reply to an offer contains any additions, limitations or other modifications to any aspect of offer (including but not limited: price, delivery or payment terms, quantity, quality, material change, etc.), it is regarded as a rejection of the offer and a request for quotation on new specifications.

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- 2.4. Offer is not considered binding agreement unless it was accepted by the Buyer by issuing a Purchase order and the Seller has issued an Order confirmation.
 - 2.5. The Buyer is ordering Goods and services by providing a Purchase order to the Seller. Purchase order is considered accepted only when the Order confirmation of issued by the Seller.
 - 2.6. The Seller reserves the right to accept or decline any purchase order at its sole discretion.
 - 2.7. After the Purchase order is confirmed by the Seller, changes and cancelations must be confirmed by the Seller, specifying new delivery date, price, payment conditions (where applicable). Amendments to the confirmed Purchase order has following effect:
 - 2.7.1. Cancellation of the whole Purchase order or part of it– the Buyer is obligated to cover any costs (including but not limited: cost of materials, sourced parts, labour hours, etc.) that the Seller already experienced while implementing the cancelled Purchase order.
 - 2.7.2. Change of the Purchase order - the Seller has a right to provide an updated Offer with changes to the price and delivery dates. In case the requested change concerns the item that is already manufactured or in the process of manufacturing, it is considered that the item is being cancelled, which brings the consequences listed in 2.7.1.
 - 2.8. By placing the Purchase order, the Buyer takes upon the financial responsibility for that order. Invoice redirection to third parties after the Order confirmation are not allowed. Should the Buyer have a need to redirect the invoice to third party, such need has to be indicated in request for quotation and the consent of the third party to take upon financial obligations, arising from that order, has to be provided. If no consent is provided, the request for redirection shall not be accepted and financial liability for the order falls on the Buyer.
 - 2.9. The delivery dates indicated in the offer is to be counted from the date of Order confirmation issued by the Seller, with the condition of received advanced payment. Any deviations requested by the Buyer from the original Offer, might affect the delivery date of the Goods and services. Failure or delay to comply with advance payment rules might affect the delivery terms and prices.
 - 2.10. When the Offer includes design and drawing services, delivery term of goods manufactured is to be counted from the day when full set of drawings is approved by the Buyer. After approval of drawings, any changes (including but not limited – design, material, quality or quantity requirements, etc.) will have the effect as stated in 2.7.2, therefore affecting the delivery date.

3. Price

- 3.1. Quotation in the Offer is made according to the Buyers' specifications.
- 3.2. Prices in the Offer are provided separately for goods and services, unless explicitly specified otherwise.
- 3.3. The Offer is providing prices in euros, unless explicitly specified otherwise.
- 3.4. Prices are not including VAT, duties, export fees or any other extra charges imposed by legislation in Lithuania or other countries. These costs will be added to the final invoice to the Buyer.
- 3.5. Shipping cost is not included in the price of Goods, unless specified otherwise. Factual shipping cost is covered by the Buyer.

4. Terms of payment

- 4.1. The Seller is issuing the invoices on these general rules:
 - 4.1.1. For Goods – Proforma invoice immediately after Order confirmation and Invoice right after delivery;

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- 4.1.2. For Services – Proforma invoice immediately after Order confirmation and Invoice after services are finished (e.g., for drawing service – after sending an email containing the drawings, for mounting – after all tasks listed in the Offer are finished, etc.)
- 4.2. Standard payment terms are 30% in advance and the rest – 20 calendar days after invoice issue date, unless explicitly stated otherwise.
- 4.3. Advance payment shall be made immediately after proforma invoice is issued, and no later than 3 calendar days after the date of proforma.
- 4.4. Neglect to make an advance payment shall result in changed delivery date. Delay of advance payment provides the Seller a right to modify Offer conditions.
- 4.5. In case of a delayed payment of invoice, the Seller has a right to apply statutory interest as described in Law on the prevention of late payment in commercial transactions of Republic of Lithuania.
- 4.6. Interest of delayed payment shall become payable without a necessity of separate reminder from the day, following the end of period for payment stated in these Terms or in separate agreement, if such agreement was concluded.
- 4.7. Interest of delayed payment is calculated for every day until the overdue amount is paid.
- 4.8. All debt recovery costs shall be covered by the Buyer. As a minimum, the Seller has a right to claim fixed cost of debt recovery of 40 Eur as described in Law on the prevention of late payment in commercial transactions of Republic of Lithuania, from the day the right to claim interests was acquired.
- 4.9. In case of a quality claim, the Buyer does not have a right to withhold a payment for full invoice related to the order. The amount withheld shall not exceed the value of the disputed Goods or Services provided. Amount exceeding the claim extent is considered due and provisions of Terms regarding interest calculation shall be applied.
- 4.10. The Seller retains the ownership of Goods delivered until they are fully paid for.
- 5. Terms of shipping**
- 5.1. Any special requirements for packing methods and/or materials must be listed in Buyers' request for quotation. If no requirements are specified, packing method for delivery is at Sellers' discretion.
- 5.2. The Buyer is obligated to inspect the Goods immediately upon receipt. The freight operator must be immediately notified by making note in CMR concerning any visible damage to Goods or packaging that has occurred during transportation. If no inscriptions to CMR are done or the CMR was not signed, the right for claiming the compensation of freight damage is lost and the Seller takes no responsibility for damage suffered during transportation.
- 5.3. All the shipments are made by Incoterms 2020 rules. FCA is applied to all the shipments.
- 5.4. The Seller shall not be held liable if the delivery is not performed due to the *Force Majeure*.
- 6. Quality**
- 6.1. The Goods and services are considered to be of a right quality if provided in accordance with the Buyer's specifications. If no specification is given on certain aspects of goods and services, the normal practice is applied.
- 6.2. The Buyer shall inspect the Goods upon receipt and notify the Seller in writing of any defects or complaints about the quality or quantity within 5 calendar days from receipt. This provision applies also if the Seller is providing mounting of goods service. If no complaints are expressed within 5 calendar days and it was possible to detect defects while performing normal recipients' inspection, the Buyer shall be deemed to have lost its right to claim any defects at a later point in time.

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- 6.3. No quality claims are accepted after 5 calendar days from the invoice date of the Goods and services.
 - 6.4. In case the Buyer uses third party to correct the defects without prior consent of the Seller, the Seller is not obligated to refund the costs of such correction. The Seller will take measure for corrective actions towards defected item within the reasonable time frame. It is upon the Sellers sole discretion to choose what corrective actions will be taken.
 - 6.5. The Seller is providing statutory warranty to the quality of Goods delivered.
 - 6.6. No returns of goods of appropriate quality are acceptable. Should the Buyer find the quality of goods insufficient, the claim for quality should be filed as per standard procedure, as indicated in 6.2.

7. Building and mounting services

- 7.1. If the building and mounting services are provided to the Buyer, the Buyer is obligated to ensure that the jobsite is available and ready for service providers and all required permissions for work performance from local authorities are acquired, so that the work can start without any delay.
- 7.2. Site survey can be provided by either Parties. Prices for building and mounting services are quoted based on the results of site survey. In case the site survey is provided by the Buyer, any additional costs, that arise due to circumstances that were not indicated by survey, should be covered by the Buyer.
- 7.3. The buyer is responsible for providing the specifications for the Services that would match the technical characteristics of the premises. If no site survey is performed, the Offer is based on the specifications and information provided by the Buyer.
- 7.4. In case the Sellers' service providers cannot start performing tasks due to reasons that depend on the Buyer (including, but not limited to: permissions not received, other workers are performing unrelated and/or interfering tasks, etc.), the documented time and other delay related cost (including but not limited to: accommodation costs, change of tickets, lay off costs, etc.) is to be covered by the Buyer.

8. Intellectual rights and confidentiality

- 8.1. All drawings, visualizations, renderings and similar objects of intellectual work carried out by the Seller are intellectual property of the Seller and cannot be used for any other purposes then directly intended without a prior written consent of the Seller.
- 8.2. Production methods and technologies that were developed by the Seller for implementing the Purchase order or parts of it, is an intellectual property of the Seller and the Seller is not obligated to disclose the abovementioned processes neither to the Buyer, nor to the third parties.
- 8.3. Abovementioned intellectual property, as well as pricing, offers, time schedules and other information that originates from the Seller during contractual or precontractual stage of business relations is a confidential information and shall not be disclosed to any third parties without prior written consent of the Seller.

9. Liability

- 9.1. The Seller is not liable for any damages that Goods have suffered after it was received by the Buyer.
- 9.2. The Seller is not liable for any damage caused by incorrect or unusual use of Goods.
- 9.3. The Seller is not liable for damage for real property and movables when performing mounting or other services on site if the services were provided according to the guidelines and specifications of the Buyer and is in accordance with legal requirements. It is the Buyers' obligation to provide

the specifications for Goods and services that are void of collision with the technical or legal characteristics of the specific real property.

- 9.4. Irrespective of whether a claim for damages is based on contractual liability, tort or product liability, the Seller shall not be liable for loss of operation, production, profit, goodwill, fines or other indirect losses or consequential damages. The Sellers liability cannot exceed the purchase price for the goods which give rise to the claim.
- 9.5. Should the claim for damage rise from the third party, the Buyer cannot require that the extent of liability of the Seller would exceed limits of liability stated above.
- 9.6. The Parties are under mutual obligation to appear as defendants before a court of law hearing a claim for damages resulting from damage allegedly caused by the products.

10. Place of jurisdiction and governing law

- 10.1. All disputes arising from these Terms and any transactions between the Parties shall be decided in the Courts of Law of Republic of Lithuania.
- 10.2. The relationship of the Parties and all disputes shall be exclusively governed by laws of Republic of Lithuania.