

		GENERAL CONDITIONS OF SALE HEXATRONIC UAB			ED 503-3/V3
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GENERAL CONDITIONS OF SALE AND DELIVERY OF HEXATRONIC UAB

These Standard Terms (hereinafter 'Standard Terms') of Sale and Delivery of goods (hereinafter 'Goods') shall apply, unless otherwise agreed by and between the buyer (hereinafter 'Buyer') and the seller (hereinafter 'Seller'). In these Standard Terms the Buyer and the Seller shall be severally referred to as 'Party' or jointly – as 'Parties'. Any amendment to these Standard Terms shall be made in writing.

1. SALES QUOTE AND EXECUTING OF SALES CONTRACT

The Seller sells the Buyer Goods, set forth in the sales quote (hereinafter 'Quote'), or the price list at agreed terms and prices, unless the Parties have agreed otherwise in writing. A Quote is valid until the term stated therein. The receipt by the Seller of a written order from the Buyer (hereinafter 'Order'), or the Quote confirmed by the Buyer, shall be deemed the commencement of the performance of the sales contract (hereinafter 'Contract'). An Order shall comply with the Quote of the Seller, or the price list, and it shall state the list of Goods ordered, their amount and the desired place and time of delivery thereof. For the Buyer the grounds for the delivery of Goods shall be the Order confirmation (hereinafter 'Confirmation') issued by the Seller. In the Confirmation the Seller shall confirm the name of the Goods delivered (sold), the amounts and the delivery term thereof, and the destination of the consignment set forth in the Order. Orders may be placed solely by persons authorised for this purpose by the Buyer. The Buyer shall be responsible for the renewal of the list of authorised persons.

2. TECHNICAL DATA AND DOCUMENTS

Any information laid down in any catalogues, brochures and price lists of the Seller shall be binding for the Seller only if explicitly stated in the Quote or the Confirmation. Any drawings, specifications and technical documentation delivered to the other Party shall be at the disposal of the first Party unless agreed otherwise. The receiving Party shall not dispose of, copy, reproduce or transfer the information received and shall not communicate such information to third parties in any other way.

3. PRICE

The Price quoted in the Quote and the Confirmation includes the normal tare or packaging protecting the Goods as per Clause 9 hereof. Any additional expenses borne in the course of delivery of the Goods, which the Parties have not agreed on at the conclusion of the Contract, e.g. chartering, insurance premiums, any fees payable for the acquisition of export, transit, import and other licenses and certificates, if any, are not included in the price of the Goods, and they shall be payable by the Buyer above the Confirmed price of the Goods. Furthermore, the Buyer shall bear any expenses related to payment of taxes, fees, dues, charges, etc. expenses arising from the performance of the Contract, unless otherwise stipulated therein. The Seller shall retain the right to adjust any prices if the delivery term has been delayed due to force majeure circumstances, causing the Seller any additional expenses. The Seller shall retain the right to change the price of the Goods forthwith in the event of any changes of currency exchange rates, customs duties, or any other taxes.

4. PAYMENT TERMS

The payment terms and conditions shall be set forth in the Quote and/or the Contract. In the event that any invoice(s) for the Goods have been submitted after the date of delivery of the Goods, the relevant payment shall be made by the deadline indicated on the invoice. If the Buyer fails to pay for the Goods by the due date the Buyer, if the Seller so requests, shall pay an interest on arrears at the rate of zero point one per cent (0.1%) of the past due amount per every calendar day. In the event that the Buyer delays any payment, and the Buyer's conduct is not caused by the Seller's actions or negligence, the Seller may suspend the performance of its obligations, until such payment has been made. In the event that the Buyer has failed without a reasonable cause to make any agreed payment for the period of sixty (60) days, the Seller shall have the right to cancel the Contract by a written notice served on the Buyer, and to claim reimbursement by the Buyer of any expenses borne.

5. DELIVERY TERMS

The interpretation of delivery terms approved by the International Chamber of Commerce (INCOTERMS 2020) shall be applied to the transaction. The liability, as well as any risk (including freight risk) related to the Goods shall transfer to the Buyer on the agreed delivery date and at the agreed point of delivery pursuant to the terms and conditions laid down in INCOTERMS 2020. The delivery time shall be decided by an agreement of the Parties, and it shall be stated in the Quote, the Confirmation and/or the Contract.

6. RETAINING OF OWNERSHIP

The Seller shall remain the Owner of the goods until the entire price of the Goods, including any Contractual fines for delay, and other extra charges, if any, have been paid in full. The Buyer shall employ its best effort to protect the property of the Seller. By placing an Order for the Goods or by concluding the Contract the Buyer authorises the Seller to register the ownership pursuant to the appropriate law, and to perform any relevant formalities at the expense of the Buyer.

7. RECOVERY OF EXPENSES

In the event that the Seller has wrongfully failed to deliver the Goods at deadlines set forth in the Confirmation or the Contract the Buyer shall have the right to the recovery of any expenses caused by the delay of the delivery or any part thereof, provided that the Buyer has produced documented proof of any losses suffered by reason of such delay. Any losses shall be recompensed in the amount equal to zero point five per cent (0.5%) of the price of the delayed Goods or a part thereof per every full week of delay, however, not more than

five per cent (5%) of the value of the delayed Goods or a part thereof. The Buyer shall lose the right to claim recovery of losses, if the Buyer has failed to submit a claim to the Seller within one (1) month after the receipt of the Goods. The delivery term shall be extended in the event that a delay has occurred as a result of force majeure circumstances defined in Clause 12 hereof.

8. INSPECTION AND TRANSFER OF GOODS

The Seller shall inspect the Goods prior to their dispatch to the Buyer. In the event that the Buyer requests additional inspection the performance thereof shall be agreed upon separately, and the inspection shall be performed at the expense of the Buyer. The Goods shall be delivered according to the terms and conditions set forth in the Confirmation /Contract, and it shall be released to the Buyer on the basis of the consignment note. The compliance of the Goods transferred by the Seller or the shipper by quantity and quality shall be verified by the Buyer upon the receipt of the Goods. Any discrepancies between the information stated in the consignment note and the Confirmation, which pertain to the range, amount and/or quality of the Goods, shall be recorded upon the delivery and receipt of the Goods in a report, which is prepared by the representatives of the Seller or the shipper and the Buyer, and which shall be annexed to the consignment documents. A notation on preparing such report shall be made on the consignment documents.

9. PACKAGING

The prices stated in the Quote and the Confirmation shall include the price for such tare or packaging of the Goods, which ensures the safety of the Goods against damages, and the intactness of the Goods upon the arrival at the destination under normal transport conditions.

10. WARRANTY AND LIABILITY IN CASE OF DEFECTS

On the grounds of a written claim of the Buyer the Seller shall repair or replace any item of the Goods, which is recognised as defective, and which cannot be used for its intended purpose. The obligation shall cover any defects of the Goods discovered within up to six (6) months from the delivery date. The warranty obligation of the Seller does not extend to any defects caused by normal wear and tear, improper maintenance, failure to comply with the operating instructions, and other defects caused by circumstances beyond the Seller's control.

11. BREACH OF PATENTS, TRADEMARKS, ETC.

The Seller shall not be liable for any accidental breach of patent, trademark, design or other intellectual property right by the Buyer.

12. FORCE MAJEURE

The Parties shall not be liable for their failure to perform their obligations, or for inappropriate performance thereof for the period of three (3) months, if the failure to perform a Quote / Contract, or the inappropriate performance thereof is caused by force majeure circumstances. Force majeure shall mean any impediment beyond a Party's control, that the Party could not reasonably be expected to have taken the into account, or to have avoided or overcome such impediment at the time of the issue of the Quote or the conclusion of the Contract. The Party affected by such force majeure circumstances shall, if required, prove their impact on the performance of the Contract. The Party seeking relief due to the force majeure circumstances shall notify the other Party thereof within at least five (5) calendar days from the date of the commencement of such circumstance.

13. TRANSFER OF RIGHTS

The Buyer shall not be entitled to transfer its Contractual rights and obligations without a written consent of the Seller.

14. PRODUCT LIABILITY

No claims of the Buyer pertaining to damages caused to any property, not constituting the object of the Contract, shall be satisfied, unless it is proven that the Seller has caused such damage by any failure to comply with its Contractual obligations.

15. EXCLUSION OF FURTHER LIABILITY ON SELLER'S PART

Any non-motivated requests and claims of the Buyer, unless explicitly set forth in these Standard Conditions, shall be deemed invalid. The Seller shall not be liable for any indirect or incidental loss suffered by the Buyer in relations with the performance of the Order/Contract (including, but not limited to any production loss, lost profit, operating loss, loss of orders).

16. DISPUTES

Any disputes arising from the Contract shall be resolved by negotiations. Should the Parties fail to reach an agreement the interested Party shall have recourse to a court or law or an arbitration court for solving the dispute.

17. APPLICABLE LAW

The relationship between the Seller and the Buyer pertaining to the sale of Goods shall be governed by the legislation of the Republic of Lithuania, these Standard Conditions, as well as good trading practices. These Standard Conditions constitute an integral part of the Contract concluded by and between the Seller and the Buyer.