

AGREEMENT

Tallinn

.....

ARÜTECH PARIMAD AKNAD OÜ (hereinafter "Supplier") represented by acting under the power of attorney, and (hereinafter "Customer") represented by..... acting under the power of, have entered the present contract as follows:

1. Object of the Contract

- 1.1 Product is a good delivered by the Supplier.
- 1.2 The Customer is aware of the characteristics of the product and agrees with the quality requirements of the goods set by the Supplier.
- 1.3 The Supplier undertakes to install the products for the Seller on the address The quantity, assortment and price have been fixed in Annex 1 and the technical description tasks adherent to the contract.
- 1.4 The Customer undertakes to receive the products made by the Supplier and to pay for them on terms set in the present contract.
- 1.5 The Supplier has the right to change the total amount of the contract if the technical dimensions of the products are changed and the Customer has accepted the changes in written form.
- 1.6 Changes in the contract can be made only within three days from the entering of the contract. No changes are accepted afterwards.

2. Obligations of the Parties

- 2.1 The Supplier undertakes to make the products on week ... of 2018. The time of installation shall be agreed on the condition that the full price of the contract is paid. The Supplier may hand over the work before the deadline.
- 2.2 The Customer undertakes to receive the goods on the basis of the price and quality of the product, a delivery and receipt act shall be issued within three days from the notice of the completion of the works.
- 2.3 The Supplier shall remove major waste that it has created on the Customer's site. The removal of final waste is at the expenses and responsibility of the Customer if this service has not been ordered specifically in the annex of the contract.
- 2.4 The Supplier shall deliver the product without the outer protective film. The removal of the inner protective film (if existent) and the cleaning of the product are at the expenses and responsibility of the Customer if this service has not been ordered specifically in the annex of the contract.
- 2.5 If the Customer does not accept the goods within three working days from receiving the notice of completion of works, the product is considered to be approved and received and no further claims in this regard are accepted.
- 2.6 Upon the detection of deficiencies the Customer undertakes to report them within two months.
- 2.7 The Supplier undertakes to eliminate the deficiencies reported in the act within 1 month from the signing of the delivery and receipt act.
- 2.8 The Supplier gives a 7-year guarantee to the windows and installation and the right to submit a claim with 2 years from the delivery and receipt of the products and the reception of the total amount of the contract price. The regulating of windows is provided free of charge during the first three months from the installation. After that it becomes a paid service. The price of the service is set in the price list.
- 2.9 If the installed products have been damaged by the Customer or a third party, the Supplier may repair them at the expenses of the Customer if agreed so by the parties.

3. Terms of Payment

- 3.1. The Customer undertakes to pay for the preparation, transport and installation of the products as follows:
 - 3.1.1. 50% of the total amount of the contract as prepayment to the bank account indicated by the Supplier latest by ;
 - 3.1.2. 50% of the total amount when the product is prepared (windows, additional materials, window sills, water marks) within three business days from the reception of notice from the Supplier that the products are ready; this is before transport and installation of the product, if the parties do not agree otherwise. The Customer may inspect the prepared products in the Supplier's warehouse in Tallinn.
- 3.2. The Customer can pay with a bank transfer or in cash at Supplier's representative offices. It is not possible to pay in cash at the location of installation or delivery of the products.

4. Responsibilities of the Parties

- 4.1 The Customer bears the financial responsibility for the materials and technical equipment of the Supplier that are located on the Customer's territory for the whole duration of the works until the installation is done and the finished work handed over to the Customer.
- 4.2 The Supplier may refuse to fulfil the order and without further explanations terminate the contract unilaterally by notifying the Customer in writing.
- 4.3 If the Supplier decides to terminate the contract unilaterally, the Supplier is obliged to return the prepayment made by the Customer with 10 days from the date of notifying the Customer about the termination of the contract. In this case no penalties apply.
- 4.4 If the Customer wishes to terminate the contact unilaterally, the Customer undertakes to compensate all office expenses related to the drafting of the contract considering 10 EUR for each unit, and all production expenses related to the contract according to the calculations of the Supplier.
- 4.5 If the Supplier does not prepare the products for the deadline set in clause 2.1 of the present contract, the Customer has the right to reduce the amount of the contract by charging 0,15% interest on the prepayment amount for each day of delay but not more than 3% of the total contract price.

- 4.6 If the Supplier does not eliminate the detected deficiencies for the deadline set in clause 2.7, the Customer has the right to claim 0,15% interest on the amount of the detected deficiencies for each day of delay but not more than 3% of the total contract price.
- 4.7 If the Customer does not pay the due amounts set in clauses 3.1 and 3.2 on time, the Supplier has the right to add 0,15% interest on the outstanding amount for each day of delay.
- 4.8 If the Customer does not pay the due amounts set in clause 3.1 on time, the deadline for installing the product is postponed by the number of days the payment was delayed.
- 4.9 If the amounts due set in clause 3.2 are overdue for more than a month, the Supplier has the right to dismantle installed products and remove them from the site. The ownership of the products passes to the Customer after the full payment of the products and services.
- 4.10 All necessary construction and finishing works on site shall be done by the Supplier with its own forces and expenses if not agreed otherwise in the Annex 1 of the contract.
- 4.11 If the Customer does not provide the possibility to install the products as scheduled, the installation deadline shall be postponed according to the number of days delayed. In this case the Supplier has the right to charge an extra 2 EUR for each unit for each day the products are stored at the Supplier's warehouse.
- 4.12 If the delay described in clauses 4.8 and 4.11 is more than a month, the Supplier has the right to ask full payment of the Contract price within 10 days from the respective invoicing. In this case a new deadline is set by the agreement of the parties.
- 4.13 The Supplier is not considered liable for not meeting the installation deadline of the products if the cause of the delay is a traffic accident that has documentary proof.
- 4.14 The Supplier is not considered liable for non-performance or non-sufficient performance of its obligations in case of force majeure. Natural disasters and warfare are considered to be force majeure.
- 4.15 If the Customer has debits in front of the Supplier or it does not fulfil terms of other contracts, the Supplier has the right to unilaterally stop the fulfilment of its contractual duties or annul any of the contracts and use the prepayment of the present contract to cover the debt.
- 4.16 The Supplier is not obliged to fulfil the obligations of the contract itself; it has the right to transfer these obligations to third parties without the consent of the Customer.

5. Settlement of Disputes

- 5.1 All disputes between the parties shall be resolved through negotiations and mutual agreement.
- 5.2 If an agreement is not achieved, the dispute shall be settled in Harju County Court pursuant to the laws of the Republic of Estonia.

6. Final Provisions

- 6.1 The present contract shall enter in force when signed by both parties and shall remain effective until the full performance of the contractual obligations by both parties.
- 6.2 The contract is prepared in two copies; both parties shall retain one copy.
- 6.3 All annexes mentioned in the present contract form an integral part of the contract. The annexes must be prepared in writing and signed by both parties.
- 6.4 Terms of the contract may be amended and changed only by a mutual written agreement of the parties.
- 6.5 After the signature of the present contract all prior agreements/quotes/contracts shall be deemed to be void.
- 6.6 The Customer gives permission to ARUTECH PARIMAD AKNAD OÜ to process and forward the personal data provided: the Customer's national identification code, start and end date and amount of payment defaults to AS Kredidiinfo and allows the processing of the aforementioned data in order to make credit decisions in the Payment Defaults Register managed by the company.
 - 6.6.1 The right to forward the data of the Customer to AS Kredidiinfo arises when the Customer has not fulfilled its contractual financial obligations.
 - 6.6.2 The conditions, grounds and extent of processing the Customer's data is described more in detail on the webpage www.kredidiinfo.ee.
- 6.7 The Customer can review the personal data processed by AS Kredidiinfo on the webpage www.kredidiinfo.ee.
- 6.8 The Customer has the right to demand a change and amendment of its data and also ask the termination of processing of its data in accordance with the Personal Data Protection Act.
- 6.9 The thermal conductivity coefficient and weight of an element is based on theoretical calculations, real factual indications may somewhat vary from the theoretical calculations.
- 6.10 **Consent for data processing:** By signing the present contract, I give consent for processing the provided personal data within the limits of the present contract.
- 6.11 Signatures and addresses of parties: