

“RULONAS”, OÜ; GENERAL SALE-PURCHASE CONDITIONS No. BTS-3/2019
In effect since 01/10/2019
<p>These General Sale-Purchase Conditions apply to cases where no other written goods sale-purchase agreement has been signed between “Rulonäs”, OÜ, company code: 14366093, VAT code: EE102025747, address: Vana-Narva mnt 30-1, Maardu linn, Harju maakond, Estonia, (hereinafter - “Seller”) and the buyer of the goods (hereinafter - “Buyer”). These conditions set the mutual obligations and rights of the Seller and the Buyer, the conditions of procurement and payment for goods, the procedure of supplying of the Goods to the Buyer, liability of the Parties and other additional conditions and provisions. In cases when a written sale-purchase agreement has been signed between the Seller and the Buyer of the goods, it is held superior over these General Sale-Purchase Conditions. Hereinafter the Seller and Buyer may each separately be referred to as Party and together as Parties.</p>
1. Object of the Sale-Purchase Conditions
1.1. The Seller sells and the Buyer buys the goods - metal production and metal products (hereinafter - Goods). The Term “Goods” in these Sale-Purchase Conditions applies to all sold goods as well as separate deliveries thereof, and upon mutual agreement of the Parties, the Seller may also provide services related to the Goods.
1.2. The Seller undertakes to hand over into the ownership of the Buyer the Goods according to orders coordinated between the Parties, while the Buyer undertakes to accept these Goods and to pay for them on time according to these General Sale-Purchase Conditions.
2. Ordering of Goods
2.1. The particular stock of Goods, the prices and amount thereof, payment conditions, delivery date and location in each particular case are coordinated between the Parties and defined in the Goods order confirmation (hereinafter - Order Confirmation).
2.2. The order for goods is submitted by the Buyer to the Seller in writing, fax or email. The order is considered accepted and fit for processing if within 5 (five) business days the Seller sends the Buyer an Order Confirmation via email or fax.
3. Supply and Acceptance of Goods
3.1. The supplying of Goods in these General Purchase-Sale Conditions is understood as preparing the Goods to be handed over at the Seller’s warehouses at Vana-Narva mnt 30-1, Maardu linn, Harju maakond, Estonia. According to a separate agreement and agreed conditions, the Seller may supply the Goods to the Buyer by delivering them to a specified address.
3.2. The supply-acceptance of Goods is confirmed by a transport consignment note and/or a VAT invoice signed by the Buyer at the moment when the Goods are supplied.
3.3. After the Seller delivers the Goods to an address defined by the Buyer at an agreed time, the Buyer shall immediately unload them and carry out the unloading work without interruption. If late, the Buyer pays the downtime expenses and takes over the negative consequences applicable to the Seller caused by the downtime of the vehicle that delivered the Goods.
3.4. The Buyer, upon detecting that the amount of Goods delivered does not match the amount of Goods specified in the documents accompanying the Goods, may submit a written claim within 2 (two) calendar days from the day of delivery.
3.5. Regarding an obvious quality non-conformance of the Goods against the Indicators defined in the quality certificate or standard for the Goods, the Buyer may submit a written claim within 7 (seven) calendar days from the day of the delivery-acceptance of the Goods.
3.6. Regarding hidden shortcomings in the quality of the Goods, the Buyer may submit a written claim within 30 (thirty) calendar days from the day of the delivery-acceptance of goods.
3.7. After the term defined in paragraphs 3.5 and/or 3.6, it is considered that the Buyer has no claims regarding the quality of the Goods.
3.8. In cases when a dispute arises regarding the conformance of the Goods with the indicators defined in the quality certificate or standard, the Parties agree on a competent independent institution which shall compile a quality act for the delivered Goods. Expenses related to the Goods quality inspection carried out by the independent institution, are paid by the Party that was found to be incorrect. The act compiled by the independent institution agreed upon by the Parties is mandatory to both Parties. If the Parties fail to agree on an independent institution, the dispute is settled in court.
3.9. In case the claim is found unsubstantiated, the Buyer shall pay all expenses incurred by the Seller. Quality Goods are not exchanged or refunded. If the claim is substantiated, the Seller may benevolently settle it for the benefit of the Buyer.
3.10. The Seller has the right to suspend the processing of the order upon receiving information that the Buyer will not be able to pay for the ordered Goods due to seized property, undergoing bankruptcy procedure or other severe reasons. In such case the Seller shall, on the day of receiving such information, send a written notice to the Buyer about suspending the processing of the order and demand to be provided with a sufficient guarantee of payment insurance.

4. Conditions of Payment for Goods	
4.1.	The Buyer pays for the Goods supplied by the Seller according to the VAT invoices and the terms stated therein via bank transfer order into the Seller's account or in cash.
4.2.	The term for paying the price of the Goods depends on the trust the Seller has in the solvency of the Buyer. This term may vary from paying in advance to a payment term agreed upon by the Parties and specified in the Order Confirmation.
5. Risk of Accidental Loss of Goods and Ownership Rights	
5.1.	The risk of accidental loss or damage of Goods, or the risk of any decrease in the value of the Goods is taken on by the Buyer from the moment the Goods are handed over to the Buyer.
5.2.	The ownership rights to the Goods are only transferred to the Buyer after paying the Seller for them in full.
5.3.	The Seller grants the Buyer the right to use non-paid-for Goods in production processes.
5.4.	The Seller grants the Buyer the right to sell non-paid-for Goods into the ownership of third persons.
6. Liability of the Parties	
6.1.	If failed to supply the Goods by the deadline of an order accepted for processing, the Seller pays the Buyer a 0.2% interest from the value of the delayed order for each delayed day but no more than 2% from the total sum of the order. Interest is continued to be calculated until the order is fulfilled or until its cancellation, or until the processing of the order is suspended (case defined in paragraph 3.10), depending on which event takes place first.
6.2.	The Seller, upon realising that they will not be able to supply the Goods before the deadline set in the order, shall immediately inform the Buyer and coordinate a new deadline for supplying the Goods in writing. The Buyer shall take all available measures to avoid or mitigate losses due to delayed supply. In case if the Seller is late to supply the Goods and the supply deadline is of importance to the Buyer, and, under the circumstances, in order to mitigate losses, the Buyer has the possibility to order the Goods from alternative suppliers, they must immediately inform the Seller of the cancellation of the order.
6.3.	If the Buyer delays payment for supplied Goods, they shall pay the Seller a 0.2% interest from the amount of delayed payment for each delayed day. Interest is continued to be calculated until the Buyer covers the debt or the Seller reclaims the supplied Goods as set in this section.
6.4.	In case if the Buyer has not paid for the Goods and the Seller has received information that the Buyer will not be able to pay for the supplied Good due to seized property, on-going bankruptcy or other severe reasons, the Seller has the right to demand payment for the Goods within 5 (five) days. If the Buyer does not perform the payment within a set term and does not provide an adequate payment guarantee, the Seller gains the right to demand payment of the debt on their own accord via court order or reclaim the Goods as defined in this section.
6.5.	In case if the Buyer delays payment for Goods more than 30 (thirty) calendar days, the Seller gains the right to demand payment of the debt on their own accord via court order or reclaim the Goods.
6.6.	The Seller, upon making the decision to reclaim the unpaid-for Goods, shall notify the Buyer thereof in writing and shall set the term for reclaiming the Goods. The Buyer shall return the unpaid-for Goods to the Seller on the date set by the Seller. In case if the Seller has handed over the unpaid-for Goods to the ownership of third persons, the Seller has the right to demand payment for them from the third persons, proportionate to the cost of the unpaid-for goods (with that aim, the Buyer shall inform the third persons that they are to pay their payable amount to the Seller).
6.7.	In case if the Buyer cancels the order and unreasonably refuses the Goods or returns unpaid-for quality Goods (conforming to set standards) to the Seller after accepting them, the Buyer undertakes to pay the Seller 75 (seventy-five) percent of the price of the ordered Goods. In this case the calculation of interest defined in paragraph 6.3 also applies.
7. Force Majeure Circumstances	
7.1.	The Parties are not liable for failure to perform obligations or improper performance thereof according to these General Sale-Purchase Conditions, if it was due to Force Majeure. Force Majeure is understood as it is defined in the acts of law of the Republic of Estonia. Also, considering that the orders may be submitted and confirmed via digital means of communication, the proper operation of which is particularly difficult to ensure, the Parties agree and accept that interruptions in the digital communication means shall also be considered Force Majeure.
7.2.	Once Force Majeure circumstances are no longer present, the Parties continue performing their obligations. If Force Majeure circumstances and the consequences thereof continue for more than 2 months, the Seller has the right to refuse to fulfil their obligations and terminate the performance of the order or part thereof.
7.3.	The presence of Force Majeure circumstances does not constitute a basis for the Buyer to not pay for the Goods.
8. Final Provisions	
8.1.	In mutual relationships, the Parties undertake to maintain confidentiality: to not disclose to third persons via writing, orally or in any other way any commercial, business or financial information received through collaborating on the basis of these General Sale-Purchase Conditions.
8.2.	These General Sale-Purchase Conditions come into effect automatically with the first order coordinated between the Parties and from the moment of presenting the Buyer with an Order Confirmation.
8.3.	Any disputes and disagreements shall be settled via inter-Party negotiations. If a settlement is failed to achieve through inter Party negotiations, the disputes are settled according to procedures set in the laws of the Republic of Estonia according to the registered office of the Seller.
8.4.	These General Sale-Purchase Conditions are subject to the law of the Republic of Estonia.
8.5.	These General Sale-Purchase Conditions are published on the website of the Seller www.rulonas.com