

General Terms and Conditions of Sale and Delivery

The General Terms and Conditions of Sale and Delivery (hereinafter referred to as the General Terms and Conditions) apply to the Seller's supply of Products to the Buyer.

1. Interpretation of Terms and the Agreement

1.1. In these General Terms and Conditions, capitalized words shall have the following meanings:

- (a) Agreement - an agreement between the Seller and the Buyer regarding the supply of Products. These General Terms and Conditions are an integral part of the Agreement;
- (b) Buyer - any legal or natural person who wishes to conclude, concludes or has concluded an Agreement with the Seller under which the Seller supplies Products to the Buyer, as well as any legal or natural person to whom the Seller supplies or has supplied Products;
- (c) Party or Parties means the Buyer or the Seller, individually or collectively, as applicable;
- (d) Products means the products supplied by the Seller to the Buyer under this Agreement;
- (e) Seller - Metalbeta, a private limited liability company established under the laws of the Republic of Lithuania, company code 302689515, registered office at Žirgyno g. 14, Voveriškių k., LT-77194, Lithuania;
- (f) Place - the construction site or other place specified in the Contract.

1.2. All typographical, spelling, and other errors or omissions in this Contract, sales literature, offer, price list, offer acceptance, invoice or other document or information provided by the Seller may be corrected, and the Seller shall not be liable for this.

1.3. It is expressly agreed that the general terms and conditions used by the Buyer and any other general terms and conditions shall not apply.

1.4. In the event of any conflict between the provisions of the Agreement and these General Terms and Conditions, the text of the Agreement shall prevail.

1.5. The terms of trade shall be interpreted in accordance with the latest edition of Incoterms.

1.6. "In writing" or "written" also means e-mail..

2. Prices

2.1. Unless expressly agreed otherwise, all prices are Ex Works (EXW) prices excluding VAT.

2.2. The Seller shall be entitled to change prices at any time, provided that the agreed prices may only be changed if, after the conclusion of the Contract and before delivery, there is a change in the factors determining the prices on the basis of which the prices are set. Such factors, and not only those determining the price, include raw material prices, labor costs, social security costs, taxes (including VAT and other state fees), import and export duties, and exchange rates.

2.3. Unless otherwise expressly agreed, the Buyer shall pay the purchase price of the Products in advance of their delivery.

2.4. When the Products are delivered in parts, the Seller may issue a separate invoice for each part.

2.5. If the Buyer fails to make payment, the Seller shall be entitled, without prejudice to any other rights or remedies:

- (a) to suspend the manufacture of the Products, all further deliveries or any agreements, contract or contracts between the Seller and the Buyer without prior notice;
- (b) prohibit the installation or assembly of the Products on site and may recover the Products delivered to the Buyer at the Buyer's expense;
- (c) apply a late payment interest rate of 0.02% per day to any unpaid amount;
- (d) require the Buyer to cover all debt recovery costs, including, but not limited to, fees for lawyers and debt collection agencies and litigation costs.

2.6. The Buyer shall make all payments due under the Agreement without applying any set-offs, deductions, counterclaims, discounts, reductions, etc.

3. Transfer of ownership

3.1. Ownership of the Products shall be transferred to the Buyer after the price of the Products has been paid and the full amount due has been received.

3.2. The Buyer shall be prohibited from pledging the Products in its possession while they remain the property of the Seller.

4. Transfer of risk

4.1. Risk in the Products shall pass to the Buyer upon delivery in accordance with the relevant Incoterms or, if no Incoterms or other trade terms have been agreed, upon transfer of the Products to the first carrier to deliver them to the Buyer.

5. Product delivery

5.1. Unless clearly agreed otherwise, the terms of delivery of the Products under FCA are the factory of UAB Metalbeta.

5.2. The Seller has the right to deliver in parts.

5.3. In each case, the delivery date depends on the prompt receipt of all necessary information, final instructions, or confirmations from the Buyer.

Delivery may be delayed if the Buyer wishes to change the design specifications or quantities.

5.4. The Seller shall endeavor to satisfy reasonable requests from the Buyer to postpone delivery, but shall not be obliged to do so. If delivery is postponed through no fault of the Seller, the Buyer shall bear all direct and indirect costs, including reasonable storage and transportation costs, and the Seller shall be entitled to issue an invoice for the Products in accordance with the provisions of this Agreement.

6. Delivery delays

6.1. If delivery cannot be made in part or in full, if the delivered Product cannot be accepted according to the agreed schedule, or if such a delay is likely to occur, the Party shall immediately notify the other Party thereof.

6.2. Upon becoming aware of the delay, either Party shall immediately provide written notice stating the reasons for the delay and the new delivery date.

6.3. If the delivery is delayed due to the Seller's fault, the Buyer shall be entitled to receive the previously agreed damages, which shall amount to 0.4% of the purchase price of the Products not delivered on time for each full week of delay, but not more than for ten weeks.

6.4. If the Seller fails to deliver the Products by the date on which the Buyer becomes entitled to receive the maximum amount of pre-agreed damages under clause 6.3, the Buyer may give written notice of termination of the Contract if the Products not delivered on time are not delivered within 14 days of the Seller receiving such notice.

6.5. Except in cases where the Seller breaches the Contract intentionally or through gross negligence, the remedies provided for in clauses 6. the remedies provided for in clauses 3 and 6.4 may be exercised without prejudice to any other remedies applicable for late delivery or non-delivery. For the avoidance of doubt, it is agreed that the remedies specified in clauses 6.3 and 6.4 constitute the upper limit of the Seller's liability. It is therefore expressly agreed that no further claims for damages may be made.

7. Liability for defects

7.1. The Seller shall be liable for any defects in the Products existing at the time of transfer of risk to the Buyer, even if the defect is discovered later. The Buyer may not submit a claim for a defect in the Products if, within a reasonable time after the defect was discovered or after the Products were inspected, during which the defect should have been reasonably discovered, the Buyer failed to inform the Seller of the defect.

7.2. Upon receiving notification of a defect from the Buyer, the Seller shall immediately remedy the defect for which it is responsible at its own expense or replace the Product with another.

7.3. The Buyer shall be entitled to receive the pre-agreed damages specified in clause 6.3 for each full week of delay, calculated from the date of notification of the defect until the correction or replacement as specified in clause 7.2. For the avoidance of doubt, it is agreed that the amount of the agreed damages shall be calculated on the basis of the purchase price of the defective Products.

7.4. If the Seller fails to fulfill its obligations under clause 7.2 by the date on which the Buyer becomes entitled to receive the maximum amount of pre-agreed damages under clauses 6.3 and 7.3, the Buyer may give written notice of termination of the Contract if the replacement of the Products or the rectification of the defects is not carried out within 14 days of the Seller receiving such notice.

7.5. Except in cases where the Seller breaches the Agreement intentionally or due to gross negligence, the remedies provided for in clauses 7.2-7.4 may be used without requiring any other remedies applicable to defective Products delivered. For the avoidance of doubt, it is agreed that the remedies set out in clauses 7.2-7.4 are the upper limit of the Seller's liability for defective Products delivered. It is therefore expressly agreed that no further claims for damages may be made.

8. Changes

8.1. If there are changes to the purchase plans or construction projects that lead to higher production costs or changes to the delivery schedule, the Seller has the right to get extra compensation from the Buyer for these increases. If delivery schedules are adjusted due to changes, the Seller shall be entitled to additional time by mutual agreement.

9. Verification

9.1. Upon delivery of the Products to the Site, the Buyer shall perform a visual inspection. Any quality defects identified during visual inspections shall be photographed and reported immediately in writing, attaching the photographs.

9.2. Before installing or assembling the Products at the Site, the Buyer shall perform another proper inspection of the Products. The Buyer shall immediately report in writing any errors and defects that are only discovered during the installation or assembly of the delivered Products or when connecting their parts.

9.3. The Seller shall have the right to carry out an inspection at the Site, and at the request of either Party, such inspection shall be recorded in a report.

10. Rights to intangible assets

10.1. All drawings, designs, specifications, and other technical documentation provided by the Parties to each other before or after the conclusion of the Agreement shall remain the property of the Party that provided them. The recipient shall not use, reproduce or restore the documents, nor disclose their contents to third parties without the express written consent of the Party that provided them. The documents shall be returned at the request of the Party that provided them.

10.2. If the Buyer submits designs or specifications for the manufacture of the Products, the Buyer warrants that the use of such designs or specifications for the manufacture, processing, assembly, or supply of the Products does not infringe any third-party rights.

11. Warranty

11.1. The Seller guarantees to the Buyer that the Products substantially comply with the specifications set forth in this Agreement and will be free from material defects and manufacturing defects for a period of 36 months from the date of delivery, but not exceeding the Buyer's warranty period.

11.2. The Seller shall not be liable for defects that arise from normal use or negligence for which the Buyer is responsible. The warranty does not apply to the anti-corrosion coating if it has been damaged (broken, scratched, etc.) after delivery of the Products. The Buyer shall remedy such defects at its own expense.

11.3. The Buyer shall immediately inform the Seller of any defects for which the Seller may be held liable under the Seller's warranty referred to in clause 11.1.

11.4. Upon receipt of the notification, the Seller shall immediately remedy all defects in the Products identified during the warranty period at its own expense.

11.5. If the Seller, having received a written notification from the Buyer, fails to fulfill its warranty obligations within a reasonable period of time, the Buyer shall have the right to remedy the defect or arrange for the defect to be remedied at the Seller's expense. Before commencing the rectification of the defect or submitting an order for replacement, the Buyer shall inform the Seller in writing of such actions.

11.6. The remedies provided for in clauses 11.3-11.5 are the Buyer's sole remedies and the Seller's entire liability for breach of the warranty specified in clause 11.1.

11.7. Except as otherwise provided in Section 11.1, warranties, conditions, and other terms provided for in the Civil Code of the Republic of Lithuania shall not apply to this Agreement to the extent permitted by law.

12. Responsibility

12.1. Except as otherwise provided in these General Terms and Conditions, the Seller shall not be liable to the Buyer for matters beyond its control.

12.2. To the extent permitted by law, the Seller shall not be liable to the Buyer for:

- (a) any loss of profit or other indirect loss suffered by the Buyer, whether direct or indirect, or any other loss of a speculative or consequential nature;
- (b) damage to reputation;
- (c) economic and/or other similar losses;
- (d) damage to property;
- (e) dismantling costs;
- (f) business interruption, loss of business, contracts, opportunities and/or production;
- (g) any other indirect losses or damages.

12.3. The Seller shall not be liable for defects arising from construction that was designed or built without following reliable design, construction, and installation practices, nor shall the Seller be liable for defects arising from improper use of the Products or failure to follow the instructions for use.

12.4. The Buyer shall be responsible for minimizing any losses, damages, expenses, or costs that it may incur.

12.5. The Seller's total liability to the Buyer for losses, damages, expenses, or costs shall not exceed the total purchase price of all Products in respect of which the Seller has failed to fulfill its obligations.

12.6. Nothing in this Agreement shall exclude or limit the Seller's liability for fraud, wilful misconduct, or gross negligence.

12.7. The price of the Products has been calculated on the assumption that the Seller does not accept liability or limits it in accordance with the provisions of these General Terms and Conditions, and the Buyer, by entering into this Agreement, agrees and warrants that the Buyer shall insure or itself bear all losses for which the Seller is not liable or is only liable to a limited extent, and that the Seller shall not assume any additional liability towards the Buyer or its insurer.

13. Confidential Information

13.1. The Buyer agrees that all information related to the Products supplied and/or services provided, and all confidential business information about the Seller that may be disclosed to the Buyer or that the Buyer may learn, shall be kept confidential and used only for the purposes specified in this Agreement, except in cases where such information is publicly available or must be disclosed in accordance with the law.

14. Force majeure circumstances

14.1. A Party shall not be held liable for failure to perform the entire Agreement or any part thereof if the Party proves that such failure is due to force majeure circumstances beyond the control of the Parties and which could not have been reasonably foreseen, avoided, or eliminated. Force majeure circumstances are specified in Article 6.212 of the Civil Code of the Republic of Lithuania and in Resolution No. 840 of the Government of the Republic of Lithuania of July 15, 1996 "On the Approval of Rules for Exemption from Liability in Cases of Force Majeure". These circumstances must be documented as required by the aforementioned legal acts.

14.2. The Party shall notify the other Party in writing of the circumstances of force majeure immediately, but no later than within three working days of their occurrence. The circumstances specified in the notification shall be confirmed by a certificate issued by the competent authorities.

14.3. If the force majeure circumstances continue for more than three months, either Party shall have the right to terminate this Agreement by notifying the other Party in writing.

14.4. Fire, flood, theft, or similar events shall not be considered force majeure circumstances if they arose due to the Buyer's actions or negligence (inaction) or if a third party is liable to the Buyer for such events.

15. Termination of the Agreement

15.1. If either Party a) materially breaches this Agreement or b) finds itself in a financial situation that raises reasonable doubts about its ability to fulfill its contractual obligations, the other Party shall have the right to terminate the Agreement immediately.

16. Applicable law and dispute resolution

16.1. The Agreement shall be governed by the laws of the Republic of Lithuania.

16.2. All disputes arising out of or in connection with this Agreement shall be settled by the Parties, if possible, through negotiation and in good faith. If no agreement is reached within thirty (30) days, all disputes whose value does not exceed EUR 300,000 shall be resolved by a competent court in Vilnius.

16.3. Any dispute arising out of or in connection with this Agreement, the value of which exceeds EUR 300,000, shall be finally settled by arbitration at the Vilnius Commercial Arbitration Court in accordance with the Rules of Arbitration Procedure.

16.4. Notwithstanding clauses 16.2 and 16.3, the Seller shall have the right to bring claims for the recovery of debts under this Agreement in any court within the jurisdiction of the Buyer.