

1. GENERAL DEFINITIONS USED IN GTT

Contracting Parties are the Seller and Buyer or the Seller and Consumer.

Seller is the Limited Liability Company "SB UN PARTNERI", registration No. 40103146927, legal address: Piedrujas iela 7A, Rīga, LV-1073, e-mail: info@sbunpartneri.lv, telephone No. +371 67 113 070 and +371 29 285 299, a legal entity in accordance with the laws of the Republic of Latvia, that sells goods and/or services to the Buyer or Consumer.

Buyer is a Merchant, other legal entities (societies, foundations, foreign merchants et al), as well as an individual, who is not a Consumer, (including performers of economic activity) and who buy goods and/or services from the Seller.

Merchant is an individual (individual merchant) registered in the register of companies, or a commercial company (partnership and capital company). It is the responsibility of the Merchant, in accordance with Article 393 of the Commercial Law to act with the care of a decent and proper Merchant.

Consumer is an individual who expresses interest to buy, buys or could buy or use goods or services for a purpose not related to their economic or professional activity.

List of Buyer's Authorised Representatives and Sample Signatures is a supplement to a contract, and lists the names, surnames, telephone numbers, e-mail addresses, start and end dates of the authorisation, and sample signatures. The listed persons have the right to make orders and receive Goods on behalf of the Buyer.

Third party is any individual or legal entity noted in the Sales Contract, who is not a Contracting Party, e.g., an outside service provider.

Goods are window and door hardware, as well as other items for use in construction, which the Seller procures, delivers and sells to the Buyer or Consumer.

Post-Delivery Payment Contract is an agreement which defines the terms for the selling process, responsibilities and post-delivery payment terms. The Post-Delivery Payment Contract may have supplements, e.g., agreed changes and amendments.

Request is a written request by the Buyer or Consumer for an offer on prices for requested goods or services, delivery times and terms.

Offer is the Seller's pre-sales document about requested goods and/or services, their prices, delivery times, delivery type and delivery place, which is issued on Request.

Sales Price is the net price indicated in the Seller's Offer, Pro Forma Invoice, Order Confirmation, and Invoice-Waybill for the goods and/or services. In accordance with the Value Added Tax (VAT) Law, the Seller shall add the appropriate VAT rate to the net price.

Order is a written document, wherein the Buyer or Consumer expresses a desire to buy from the Seller the goods and/or services noted in the Offer or in the electronic order system. The Order shall become binding after the Order Confirmation or payment of the Pro Forma Invoice. The Order is not a term purchase in the sense of Article 410 of the Commercial Law.

VAT is Value Added Tax as set out in the laws of Latvia.

Special Order is an Order carried out in the events set out in Paragraph 5.6.

Specification Order is an Order carried out in the events set out in Paragraph 5.7.

Order Confirmation is a binding transaction between the Seller and the Buyer or the Seller and the Consumer, on the basis of which the Seller confirms the goods noted by the Buyer or Consumer and indicates their type, price, quantity, approximate delivery time, as well as delivery and payment terms.

Prepayment / deposit is a payment term, which determines payment before receiving the goods. After reviewing the Pro Forma Invoice the Buyer or Consumer shall pay the Seller the amount indicated in the document by the date indicated, and thus accept the contents of the Pro Forma Invoice: type, quantity, price, and delivery time of goods.

Invoice-Waybill is a payment document which is issued in accordance with the laws of the Republic of Latvia for the goods delivered and/or services provided, wherein are set out the details required and which includes the Dates of Payment set for the Buyer or Consumer.

Date of Payment is the day by which the Buyer's or Consumer's payment must be received in the Seller's bank account. The Date of Payment is set out in all documents relating to the Sale . in the Offer, Pro Forma Invoice, Offer Confirmation and Invoice-Waybill.

Maximum Credit Limit is the maximum amount of credit for the debtor (Buyer or Consumer) when buying by post-delivery payment.

Commercial Law . references to articles of the Commercial Law, hereinafter CL.

INCOTERMS® . the delivery terms for goods in trade in accordance with the appropriate INCOTERMS® 2010+definitions and abbreviations, as drawn up by the International Chamber of Trade.

General Trade Terms . the terms of this contract in their valid edition, which are approved and published at www.sbunpartneri.lv.

Personal Data . any information relating to an individual or data subject that has been identified or may be identified.

2. SUBJECT OF the GTT

- 2.1. After the Buyer's or Consumer's Order Confirmation, the Seller agrees to sell and deliver the Goods and/or Services and the Buyer or Consumer agrees to receive the Goods and/or Services ordered and pay for them in accordance with the General Trade terms (GTT).
- 2.2. The Seller and Buyer or the Seller and Consumer may agree, in addition to the GTT, on special terms which include specific rules agreed on by the Seller and Buyer or the Seller and Consumer, e.g., post-delivery payments et al.
- 2.3. The Seller shall use the following documents for processing the purchase transaction: Offer, Pro Forma Invoice, Order Confirmation, and Invoice-Waybill. This series of documents and the agreement expressed therein is binding and is based on the GTT defined cooperation provisions . in total it forms the sales contract between the Contracting Parties and is applicable from the time of the GTT publishing on the site <https://www.sbunpartneri.lv/en/about-us/general-trade-terms-2020>

3. OFFERS AND PRICES

- 3.1 An Offer is a pre-sales document with a specific term of validity which is set out in the document. An Offer is issued to the Buyer or Consumer by the Seller after receiving a written Request. An Offer is not binding for the Seller and cannot be considered to be the Seller's irrevocable proposal to sign a contract. The Seller may change the prices set out in the Offer by mutual agreement with the Buyer or Consumer, or unilaterally if they contain errors and differ significantly from the actual prices of the Goods, before the Buyer or Consumer has made an Order, and the Seller will inform the Consumer of such changes,
- 3.2 The Seller will not reserve Goods in the Seller's warehouse on the basis of an Offer.
- 3.3 The prices set out in an Offer are current on the day the Offer is written and are calculated in accordance with valid manufacturer price lists and terms. The prices apply to Goods received from the Seller's warehouse EXW (Ex Works . INCOTERMS® 2010) and to this will be added the VAT rate valid on the day of issuing the Invoice-Waybill, as well as packaging, transportation, design, assembly and other costs, if the Seller and Buyer or Consumer have not agreed differently.

4. THE RESPONSIBILITIES OF THE SELLER AND CONSUMER FOR COLLABORATION AND THE PROCESS FOR SUBMITTING PLANNING DOCUMENTS

- 4.1 The Buyer and Consumer is responsible for the correct content of technical documents submitted to the Seller, and for their timely submission, e.g.: technical drawings, locking system plans and other documentation on the basis of which the Seller is expected to execute the contractual obligations; in the event of a Specification Order in the sense of CL Article 409 . to design a door locking system; as well as to consult the Buyer or Consumer regarding a test of the Goods to be carried out, et al.
- 4.2 The Buyer or Consumer shall submit to the Seller all rights needed in order to fulfil the Seller's obligations in accordance with Paragraph 4.1 (including the rights to use intellectual property). When the Buyer or Consumer submits the documentation listed in Paragraph 4.1 to the Seller, it is assumed that the Buyer or Consumer has confirmed that this documentation is the property of the Buyer or Consumer, unless the Buyer or Consumer has informed the Seller in writing of the opposite. In the event of a violation of ownership rights (including intellectual property rights or commercial secrets) which has occurred as a result of the Seller using the documents received for the purpose intended, the Buyer or Consumer shall assume unilateral liability (freeing the Seller from all obligations) in relation to Third Parties.
- 4.3 If the registration data, correspondence address, company officials or billing details of the Buyer change, the Buyer shall inform the Seller of such in writing no later than within 2 (two) working days after the changes have taken effect. If the persons authorised by the Buyer to carry out orders and/or receive goods change, the Buyer shall inform the Seller of such in writing no later than by the next step of carrying out the order, changing the order, or receiving the goods. The Seller shall not be responsible for consequences caused by not receiving the aforementioned information in time.
- 4.4 For assignments which, in accordance with the Order and Order Confirmation, require an acceptance document for the Goods and/or services which the Seller has provided, the Buyer or Consumer, in accordance with Paragraph 9.1, shall immediately inspect the Goods and services and shall immediately sign the appropriate acceptance document. The Buyer or Consumer shall have the right not to sign the acceptance document only in the event of finding serious defects about which the Buyer or Consumer shall promptly inform the Seller in writing. The Seller shall eliminate substantiated defects after notification, as far as is possible and as quickly as possible (see also Paragraph 9).

If an acceptance document is required in accordance with the Order and Order Confirmation, the Goods and services shall be **deemed accepted without objection**, if within 7 (seven) calendar days after delivery of the Goods or, after a written request from the Seller to the Buyer or Consumer to indicate the reasons for non-acceptance in writing, the Buyer or Consumer has not submitted a written description of defects to the Seller. Goods and services shall also be deemed accepted without objection in the event that the Buyer or Consumer has started to use the Goods or services received from the Seller, or has already incorporated the Goods into other items (goods), or has joined them with other items, or has treated them.

- 4.5 The Buyer . manufacturer or trader . promises to carefully check the contents of their clients' orders even when the Seller has been assigned to consult the Buyer's client without the presence of the Buyer.

5. ORDERS, ORDER CONFIRMATION

- 5.1 The Seller shall accept Orders from the Buyer or Consumer only in written form.
- 5.2 The Seller encourages the Buyer or Consumer to use the electronic ordering site at www.sbunpartneri.lv e-store for Orders. This will speed up the execution of the Order for the Contracting Parties. Selections made on the E-store site are also considered to be Orders.
- 5.3 The Seller processes the Orders as quickly as possible and informs the Buyer or Consumer **within 2 (two) working days** of the planned delivery times for standard **Goods** by entering on the Order Confirmation the number of weeks within which the Seller promises to deliver the standard Goods to the Buyer or Consumer. The Seller has the right to unilaterally decline the Order at their discretion, and shall inform the Consumer of this decision. The Seller has the right to offer changes to the Order. If the Buyer or Consumer does not object to the changes to the Order in writing within 2 (two) working days, then the altered Order (including delivery times) shall be considered to be agreed upon. In all cases the Order shall be considered to be accepted by the Seller only with a written Order Confirmation.
- 5.4 If the order includes **non-standard goods** and the **Seller** must request technical specifications, specific delivery times and other information regarding these goods from the manufacturer, then the Seller may need more time to reply to the Order than 2 (two) working days.
- 5.5 The **Pro Forma Invoice** shall become binding as soon as the amount indicated in the Pro Forma Invoice for Goods and/or Services, or the partial advance payment amount indicated, including the Value Added Tax amount, is received in the Seller's bank account. The seller shall issue an Order Confirmation on the basis of which the agreement process shall continue.
- 5.6 The Order shall be deemed to be a **Special Order** in the event that the model of the Goods in the Order is significantly different from the Buyer's or Consumer's standard order assortment, the quantity of the goods ordered is significantly higher than the Buyer's average monthly turnover of the Seller's warehouse assortment of goods and/or the model of the Goods order is not part of the Seller's standard assortment of goods. The Seller shall agree with the Buyer or Consumer on a Special Order by sending an Order Confirmation. The Buyer or Consumer shall sign this document and thereby acknowledge that the Order Confirmation is correct and binding. The Seller shall accept an Order Confirmation signed by the Buyer's authorised representative in its original form or scanned and sent by e-mail if the Contracting Parties have not agreed on a different form of Order Confirmation.
- 5.7 The Order shall be deemed to be a **Specification Order** in the sense of CL Article 409 in the event that the model of the Goods in the Order is not part of the Seller's and/or the Seller's collaboration partners' manufacturers or distributors - standard assortment of goods, and also if the specification differs from the specification indicated for the model in the Seller's and the Seller's collaboration partners' manufacturers or distributors . catalogues. In the event of a Specification Order the Goods will be specially manufactured according to the design specifications submitted by the Buyer or the Consumer. The Seller shall agree with the Buyer or Consumer by sending a Confirmation Order. The Buyer or Consumer shall sign this document and thus acknowledge the Order Confirmation as correct and binding. The Seller shall accept a Confirmation Order signed by the Buyer's representative in its original form or scanned and sent by e-mail, if the Contracting Parties have not agreed on a different form of Order Confirmation.

- 5.8 The Buyer or Consumer shall make a **Prepayment** for a Special Order or Specification Order. After receiving the Prepayment in the Seller's bank account, the Seller shall order the Goods from the manufacturers or distributors of the goods. The money transfer by the payer of the Prepayment shall be deemed to be a binding order whereby the Buyer or Consumer accepts the type, quantity, price and delivery times of the goods indicated in the Pro Forma Invoice. If the Buyer or Consumer declines the Offer after making the Prepayment, and the Seller has already made a binding request to a distributor, the Seller shall have the right to retain the Prepayment amount paid by the Buyer or Consumer.
- 5.9 On the basis of the Order Confirmation issued by the Seller and accepted by the Buyer or Consumer, the Seller shall **reserve** the goods available in the Seller's warehouse **for the Buyer or Consumer** for a maximum of **30 days** from the day of issuing the Order Confirmation, except for the cases set out in Paragraphs 5.6 and 5.7 (Special Order and Specification Order).
- 5.10 The prices set out in the Order Confirmation are valid for the period of the delivery time set out in the document. If the delivery time is delayed for more than 12 months for reasons beyond the control of the Buyer or Consumer and/or Seller, or for which they cannot assume responsibility, then the Seller shall have the right to add the cost increase during this time . especially materials and manufacturing costs, or costs which have been caused by decisions taken by lawmakers . to the sales price and calculate that for the Buyer or Consumer.
- 5.11 The Buyer shall indicate in the Order the names of persons who will have the right to make changes in the Order and Order Confirmation, and who will have the right to receive the goods. The Buyer may submit an authorisation and sample signature. If the Buyer has not renewed the authorisations and data, the responsibility is with the Buyer.
- 5.12 Technical drawings and other technical data which is provided in manufacturer/distributor catalogues, price lists, the Seller's Offers and website, Order Confirmations, and Invoices-Waybills shall be the approximate values of the Goods and do not relieve the Buyer or Consumer of the duty to verify such. Images, photographs and drawings in manufacturer catalogues and on the Seller's website are visual aids and cannot be considered to be comprehensive or precise (see Paragraph 4).

6. DELIVERY TIMES, DELIVERY OF GOODS, STORAGE

- 6.1 The delivery time set out in the Order Confirmation is an approximate value which the Seller promises to fulfil carefully and responsibly as far as is possible. Special binding delivery times must be separately agreed upon in the Order Confirmation.
- 6.2 The delivery times are binding for goods which are located in the Seller's **warehouse at the time of issuing and sending the Order Confirmation**.
- 6.3 It is the responsibility of the Buyer or Consumer to verify the Order Confirmation promptly after receiving it. If the Buyer or Consumer wishes to make **changes or corrections to the Order Confirmation**, this shall be done promptly or within 1 (one) working day from the time of receiving the Order Confirmation. Any changes in the Order Confirmation will prolong the delivery time, which the Seller shall renew in the amended Order Confirmation. Cancellation of the Order after receiving the Order Confirmation is not possible. If the Buyer or Consumer does not make any changes or corrections to the Order Confirmation within 1 (one) working day, the Order Confirmation shall be deemed to be accepted by the Buyer or Consumer.
- 6.4 **Delivery time may be delayed.** The Seller shall not assume manufacturing, delivery risks and responsibility for losses to the Buyer or Consumer in situations which have causal results, e.g. when the Buyer or Consumer has not submitted information on time, which is crucial to manufacturing the goods or executing services, which is the **Buyer's or Consumer's collaborative responsibility** to the Seller in accordance with Paragraph 4, and also in situations which the Contracting Parties could not foresee or avoid due to **force majeure events** in their company and or the distributor countries or factories . even though the Seller on their part has carefully and responsibly entered the procurement process and has sought a solution for the transition period.
- If the Seller has information regarding conditions which will delay delivery, the Seller shall promptly inform the Buyer or Consumer in writing of the occurrence of such conditions and shall offer an alternative solution if one is possible and if it is acceptable to the Buyer or Consumer.
- 6.5 If it is not possible to deliver the Goods or complete the services ordered within **3 (three) months** from the receiving of the order confirmation and the Contracting Parties are not able to agree on an extended time period, then the Buyer or Consumer may cancel the Order. The Prepayment which has been made shall be repaid to the Buyer or Consumer by the Seller.
- 6.6 **The Goods Delivery Time is deemed to be completed when the Goods**, packaged for delivery, **are in the Seller's warehouse – EXW** (Ex Works) . INCOTERMS® 2010 and the Seller has informed the Buyer or Consumer by e-mail or SMS of the goods ready for delivery. If the Buyer or Consumer does not arrive in person to receive the goods, the Seller shall agree with the Buyer or Consumer on an alternative delivery method.
- 6.7 When goods are handed over to a delivery company or to the client's transportation manager, the **liability for the goods** shall transfer to them.
- 6.8 If the Buyer or Consumer requires accelerated delivery, e.g., by express mail or other from the Seller's distributor countries or from the Seller's warehouse even though delays in delivery times are not expected, or requests goods transportation insurance, then possible additional costs are covered by the Buyer or Consumer.
- 6.9 Goods are packaged, stored, and delivered in accordance with the content and the manufacturer's defined technical and operation standards.
- 6.10 The Seller shall have the right to deliver the order in parts if the delivery of the rest of the order can be ensured and if the Buyer or Consumer has not informed the Seller beforehand that the delivery of the goods in parts is not acceptable due to specific conditions of the Buyer or Consumer.
- 6.11 The Seller shall hand over the goods to the Buyer or Consumer or to the goods carrier with numbered and signed Invoices-Waybills.
- 6.12 In the order, the Buyer or Consumer shall indicate the person who shall have the authorisation to receive the goods and sign the Invoice-Waybill document for receiving the goods at the delivery address indicated by the Buyer or Consumer. If there is no specific person

indicated in the order who will be authorised to receive the goods, the Seller shall have the right to hand over the goods to any representative of the Buyer without any special authorisation for such.

- 6.13 The goods shall be deemed as handed over to the Buyer or Consumer from the moment the Buyer's employee or representative or the Consumer has signed the Invoice-Waybill. It is the Buyer's or Consumer's responsibility to verify and compare the goods and accompanying documents at the time of handing over the goods. If the goods are received through a third person [a goods carrier, courier et al] they should be immediately verified with care and at the latest the Seller shall be informed **within 2 working days** in writing of the contents of the delivery not being consistent with the accompanying documents and/or the Order Confirmation if such an inconsistency is found.
- 6.14 If the Buyer or Consumer **does not accept and/or does not collect** the delivered goods noted in Paragraphs 5.6 and 5.7 (Special Order and Specification Order) from the Seller's warehouse, the Seller may set an extended time acceptable to both parties. If the Buyer or Consumer does not accept the goods and does not react to a request for an explanation, the Seller shall have the right to ask for compensation of losses for storage of the goods without a testimony from the Buyer or Consumer, and use a flat rate of 15% of the Invoice-Waybill total, unless the Buyer or Consumer can prove that the amount of the Seller's loss is less than the amount of the flat rate. The Seller shall also have the right to sell the stored goods to a different Buyer or Consumer.

7. PAYMENT TERMS

- 7.1 The Buyer or Consumer promises to pay the Seller for the Order in accordance with the documents issued by the Seller . the Pro Forma Invoice or the Invoice-Waybill.
- 7.2 If the Contracting Parties have signed a Post-Delivery Payment Contract, having agreed in writing on payment after delivery, then the provisions of Paragraphs 7.3 and 7.6 are applicable.
- 7.3 The Buyer or Consumer **is late with a payment** if the payment is not made by the date indicated on the Invoice-Waybill, even if a written reminder of payment has not been received.
- 7.4 The Buyer or Consumer shall pay the Seller a penalty for a late payment for goods of **0.1%** (zero point one percent) of the unpaid amount for every day the payment is late, as well as debt collection costs, e.g. for the services of specialised debt collection agencies, but in total no more than 10 per cent of the amount of the principal debt or the principal obligation. The application of a penalty shall not limit the Seller's rights to receive the legal late fee interest in accordance with Article 1765 of the Civil Law and the right to any other claims or any other compensation of losses.
- 7.4.1 In the event that the Buyer or Consumer makes payment for the Seller's Invoice-Waybill after the term of payment has expired, then the Seller shall first include the payment received towards the unpaid legal late payment interest, then to extinguish the principal debt for the goods delivered, and the remaining amount to extinguish the penalty.
- 7.4.2 The payment of the penalty shall not release the Contracting Parties from their contractual obligations, the Invoice-Waybill amount must be paid in full.
- 7.5 In the event that the Buyer or Consumer has **missed** the date of payment for the goods or services delivered by **more than 30 (thirty days)**, regularly misses payment due dates or does not observe the special payment schedule terms and the amounts and dates noted therein, then the **Seller shall have the right to unilaterally change the terms of payment** in accordance with the enhanced self-help principle of the CL and shall inform the Buyer of such.
- 7.5.1 The Seller may also **unilaterally change** the terms of payment if the Buyer or Consumer has not made any purchases for more than 12 months and the Buyer's total annual turnover during the past 12 months has been less than the maximum amount of the credit limit, and shall inform the Consumer of such. If the total of the Buyer's or Consumer's late payments exceeds 50% of the credit limit and the Seller possesses information or the Seller considers that the Buyer or Consumer is threatened by or is already in the process of declaring insolvency and/or legal protection and/or suspension of operations or commercial activities and/or liquidation, the Seller shall thereafter accept Orders only with 100% Prepayment.
- 7.5.2 The Seller shall decide when the terms of payment on which the Contracting Parties had agreed on in the Post-Delivery Payment Contract may be reinstated for the Buyer or Consumer.
- 7.6 The terms of payment set out in the Order Confirmation and the Invoice-Waybill are always binding.
- 7.7 The Contracting Parties shall confirm special terms in writing, e.g., for large projects or assignments the following types of documents are binding: Offer, Order Confirmation, Pro Forma Invoice, Invoice-Waybill and the terms of payment set out therein.
- 7.8 The Buyer's obligations shall not be ceded.

8. TRANSFER OF OWNERSHIP

- 8.1 The Goods shall remain in the unlimited ownership of the Seller until the Goods have been paid for in full, referring to the high level of responsibility and care of the Contracting Parties in accordance with CL Article 393. The Buyer or Consumer shall not have the right to pledge the Goods or otherwise encumber such. If the Buyer or Consumer incorporates the unpaid Goods and joins them into a new product, the Seller shall be the co-owner of the new product in the amount of the value of the Goods according to the Invoice-Waybill data.

9. NOTIFICATION OF DEFECTS, DEFECT ELEMINATION, TESTIMONIES and GUARANTEES

- 9.1 The guarantee period for goods received is 24 months from the time when both parties have signed the Invoice-Waybill. The Consumer has the right by law to submit a claim within 24 months from the day of delivery of the Order for goods or services that do not comply with the terms of the contract.

- 9.2 Upon receiving the goods shipment, the Buyer or Consumer must immediately very carefully verify them and check whether the shipment complies with the goods ordered, the goods have been delivered in the **correct quantity** and whether the goods have any **visible defects**. The Buyer shall promptly inform the Seller in writing of defects in accordance with Paragraph 4.5 (the Buyer's and Consumer's collaborative responsibility) and in accordance with CL Article 411. If 14 days have passed, the Seller shall no longer accept notification regarding the aforementioned visible defects.
- The Buyer or Consumer must notify the Seller of hidden defects which are not readily visible as soon as they are detected. The Buyer shall submit a **written claim to the Seller** no later than 7 (seven) days after the defect has been detected. If the Buyer does not fulfil this obligation then the goods shall be deemed accepted without objection and without the right to defect elimination. **Claims for hidden defects** which existed at the time of receiving the goods, but were not noticed, shall be accepted by the Seller for a period of three months from the time of the goods delivery. Starting from the fourth month the guarantee review procedure shall take effect as provided for in Paragraphs 9.3 and 9.9.
- 9.3 The Buyer or Consumer shall promptly inform the Seller of defects or damage to goods detected during the guarantee period, but no later than: Buyer . within 2 (two) working days and Consumer . within the time period set out in legislation. The Buyer and Consumer shall describe in writing and intelligibly in the notification the details of the defects, and shall mention the conditions, environment, effects, consequences, and if possible, their causes. Attached photographs or videos will assist the Seller and the goods manufacturer to understand the detected defects more quickly . CL Article 411.
- 9.4 If the defects detected during the guarantee period are substantiated, the Seller in fulfilling their obligation to **eliminate the defects**, may choose to repair the goods, or to supply the Buyer or Consumer with the same goods (without defects) in place of the goods with defects.
- 9.5 If the Buyer or Consumer has **built in** the goods and/or is otherwise using the goods for **purposes other** than those intended by the manufacturer of the goods, and the Seller has not approved such use in the Order Confirmation, then the Seller shall not assume liability for the Goods.
- 9.6 If the Buyer **does not provide the opportunity to verify** the claim for defects of the goods or/and does not present the Goods noted in the claim, the Seller shall not assume liability for the respective defects.
- 9.7 If the Buyer wishes for the Seller or a representative of the goods manufacturer to test the **quality of the goods at the Buyer's site** and prepare a statement, and the evaluation of the defects proves (in significant cases with the help of the distributors'experts) that the defect is not to be found directly in the Goods, but has been caused, e.g., by incorrect assembly, deformation of the construction into which the goods have been built, or the goods have been affected by other conditions, the Seller shall not assume liability for the goods and has the right to invoice the Buyer for the direct costs incurred by the trip to the Buyer's site.
- 9.8 The Seller shall fulfil the obligation to eliminate substantiated defects within 10 days from the time of confirming the defect, or within a different time period agreed upon by the Contracting parties or the Buyer's client.
- 9.9 The Seller's obligations to eliminate defects **do not include** the everyday wear and tear of the goods, or defects caused by outside conditions which have occurred after delivery, e.g., defects caused by the surrounding environment, or unprofessional and/or incorrect assembly and improper maintenance.
- 9.10 The **compensation of losses** incurred by the Buyer **shall be limited by the Seller** as follows: the Seller assumes liability only for significant breaches of contract. The Seller shall compensate only those cases when the Seller has acted irresponsibly and has been deliberately detrimental throughout the sales process and has not promptly informed the buyer of delays in delivery and has not been able to eliminate the Goods defect or provide a solution. This paragraph is set out in accordance with Article 1779 of the Civil Law.
- 9.11 In regard to **special guarantee periods in relation to construction** which are determined for construction work and construction products in accordance with the construction legislation of Latvia, the Contracting Parties shall agree separately in writing, by signing a supplemental Agreement, which shall be attached to the Order Confirmation. This supplemental Agreement shall become an integral part of the Order Confirmation. In order for the Seller to accept different guarantee terms, the Buyer must provide all necessary documentation for the specific site. The Seller shall have the right to individually evaluate the specification of each site and the selected goods and to respectively approve or not approve an additional guarantee, or to suggest a change to the Goods assortment/ solution for the selected site/ construction node, in order to achieve the intended goal. It is important for the Buyer and Consumer to also abide by the terms of Paragraph 4.
- 9.12. The provisions of Paragraph 9 shall not limit the compulsory (those that may not be changed by a contract) consumer rights in the case of goods or services which are not in accordance with the terms of the contract.

10. RETURNS

- 10.1 If the Consumer has ordered the Goods outside of the Seller's permanent operational or professional location (e.g. the Seller's client centre at Piedrujas iela 7A, LV-1073 Riga) and if the Consumer has ordered the Goods while not being at the same place at the same time with the Seller, and until the time of placing the Order and at the time of placing the order has used one or more distance communication techniques (e.g., using the electronic means of ordering at www.sbunpartneri.lv from the e-store in accordance with GTT Paragraph 5.2), then Paragraphs 10.2 and 10.3 of the GGT shall apply.
- 10.2 The Consumer shall have the right to refuse goods within 14 days of receiving the goods. If the goods have been sent in several shipments, the goods may be refused within 14 days of receiving the last shipment. It is the responsibility of the Consumer to clearly inform the Seller of refusing the goods within 14 days. After notifying the Seller of refusing the goods, the Consumer shall send the goods back to the Seller within 14 days after notifying the Seller of the refusal.
- 10.3 If the Consumer refuses the goods, the Seller shall repay the Consumer the respective amount which is set out in the Pro Forma Invoice or the Invoice-Waybill issued by the Seller within 14 days of receiving notification of refusal. The Seller shall not compensate the Consumer for additional costs for returning the goods if the Consumer has clearly expressed a wish to use a type of delivery which is not the Seller's offer of the cheapest standard type of delivery.
- 10.4 It is not possible for the Buyer and Consumer to return goods which have been produced in accordance with Paragraph 5.6 of the GTT (Special Order) or Paragraph 5.7 (Specification Order) in accordance with CL Article 409. Returned goods must not have been used, except to determine the nature, data and functionality of the goods. The Buyer and Consumer shall assume liability for any decrease in value caused to the goods.
- 10.5 If the Seller has agreed in writing to voluntarily **accept the return of goods which did not have any defects at the time of sale and for which no hidden defects were reported**, then at the time of return of the goods the Seller shall evaluate if during the time the goods

were with the Buyer or Consumer, they have suffered defects due to which the value of the goods should be decreased. All return shipments/returned good shall be agreed upon in **writing** with the Seller. A filled out and confirmed **Seller's Return Protocol** and the Invoice-Waybill issued to the Buyer or Consumer must be attached to the returned goods. After inspection of the goods (quantity, visual and functional state, packaging quality et al evaluation) the Seller shall have the right to not accept the returned goods due to detected faults, or to deduct at least an additional 20% of the amount set out in the Invoice-Waybill. When the Seller has confirmed the option of returning the goods and the return value, the Buyer or Consumer shall write up a respective Goods Return document and submit it to the Seller. The costs of shipping to the Seller's warehouse shall be covered by the Buyer or Consumer.

- 10.6 The Goods cannot be returned if they are not complete, are damaged and the Seller believes the defects cannot be repaired and the goods can no longer be sold to anyone.
- 10.7 Goods which have been especially produced or ordered for the Buyer or Consumer and are not part of the Seller's warehouse assortment, or the volume of which is considerably greater than the warehouse assortment volume, and have been produced in accordance with the GTT Paragraph 5.6 (Special Order) and Paragraph 5.7 (Specification Order) shall not be accepted for return by the Seller.

11 PROPERTIES AND QUALITY OF GOODS

- 11.1 The Buyer or Consumer may receive information, certificates, operational characteristic declarations (CE) etc., which describe and confirm the quality and characteristics of the Goods from the Seller, on the Seller's website www.sbunpartneri.lv or at the links listed there if the goods manufacturers have prepared the relative documents. The Buyer-manufacturer must inform the Seller of the necessary types of documents when selecting goods before the Order is made in order for the Seller to be able to verify their availability or the validity of the requirements. The Buyer or Consumer shall take responsibility for their selection. See Paragraph 9.10 for the Seller's responsibilities and guarantees (Special Construction Site Guarantees).

12 FORCE MAJEURE

- 12.1 The Contracting Parties shall not be obligated to fulfil all or part of their contractual obligations, if the non-fulfilment of the contractual obligations is a result of a force majeure event (natural disasters, strikes, state issued legislation or individually binding orders or other events beyond the control of the Parties which could not have been foreseen or avoided).
- 12.2 The Contracting Parties shall promptly inform the other party of the force majeure event no later than 5 (five) days after the occurrence of such conditions.

13 DATA PROTECTION

- 13.1 While observing the regulations of the Protection of Personal Data Law, including the General Data Protection Regulation No. 2016/679, the Seller as a data handler collects, saves, uses and otherwise processes personal data as part of the Seller's business in relation to processes and procedures crucial to trade, e.g., orders, goods delivery, advertising procedures, administration, developing client relations and fulfilling contractual obligations, executing legal obligations et al.
- 13.2 The Seller saves personal data for a limited time period and deletes personal data when it is no longer needed for the respective process. The data subject shall have the right, among other things, to access the personal data that the Seller has saved about the data subject, request the correction, limited processing and/or deletion of the personal data saved about the data subject, as well as to request data portability or to object to personal data processing. The data subject shall have the right to address the Seller with questions or complaints about the processing of the personal data of the data subject.
- 13.3 In situations, e.g., regarding debt collection or for service agreement purposes, when the Seller involves outside service providers, the Seller shall have the right to hand over personal data to the outside service providers. The Buyer or Consumer shall permit personal data to be handed over to outside service providers as part of the business activities. The Seller promises to order the collaboration partners to observe the regulations of the Personal Data Protection Law. At the request of the Buyer or Consumer, the Seller shall issue the name and address data of the outside service providers.
- 13.4 The Seller's data processing policy is available at this site: <https://www.sbunpartneri.lv/iv/par-mums/datu-aizsardzibas-politika>

14 OTHER PROVISIONS

- 14.1 The GTT shall be observed when preparing Requests and Orders and when receiving Offers, Order Confirmations, Pro Forma Invoices or Invoice-Waybills as well as for other transactions.
- 14.2 Only the legislation of the Republic of Latvia shall apply to all liabilities and possible disputes between the Contracting Parties. All disputes that may arise between the Contracting Parties shall be settled by negotiation. In the event of non-settlement, the dispute with the Buyer, at the discretion of the Seller, will be submitted for settlement to the competent court of the Republic of Latvia or to the Court of Arbitration of the Latvian Chamber of Commerce and Industry in Riga, in accordance with this Court's regulation of three arbitration judges. If the amount of the claim is under EUR 7 000, the dispute shall be settled in accordance with the rules of the Small Dispute Review of the Latvian Chamber of Commerce and Industry. The UN trade law will not be applied. In the event of non-settlement, the dispute with the Consumer shall be submitted for settlement to the competent Court of the Republic of Latvia in accordance with the applicable normative rules.
- 14.3 Severability clause: if any part of the contract is deemed invalid or missing, the remaining parts of this contract shall remain in force.
- 14.4 Any matters not covered in these GTT or in the Delayed Payment Contract shall be resolved by the Contracting Parties in accordance with the valid legislation of the Republic of Latvia.
- 14.5 The GTT are approved as of their publishing at www.sbunpartneri.lv.