

## STANDARD TERMS AND CONDITIONS OF TAMMER OÜ

### 1. GENERAL PROVISIONS

1.1. These standard terms and conditions (hereinafter: **Standard Terms and Conditions**) apply to transactions between TAMMER OÜ (hereinafter: **Contractor**) and its clients (hereinafter: **Customer**), under which the Customer orders and the Contractor manufactures, delivers, and installs products (hereinafter: **Products**) in accordance with the Customer's specifications.

1.2. The contract (hereinafter: **Contract**) based on a price offer (hereinafter: **Price Offer**) shall be deemed concluded when the Customer accepts the Contractor's Price Offer in accordance with clause 2.1. of the Standard Terms and Conditions. In other cases, the Contract shall be deemed concluded upon reaching an agreement between the Parties and signing the respective contract.

1.3. The Standard Terms and Conditions shall apply to the Customer only to the extent that they do not conflict with the contract concluded or to be concluded between the Contractor and the Customer for the provision of services (hereinafter: **Contract for the Supply of Services**). In the event of any conflict between the Standard Terms and Conditions and the Contract for the Supply of Services, the terms agreed upon in the Contract for the Supply of Services shall prevail.

1.4. The Customer declares that they have reviewed and accepted the Standard Terms and Conditions prior to entering into the Contract and undertakes to comply with them.

### 2. PLACING AN ORDER

2.1. An order (hereinafter: **Order**) shall be deemed placed by the Customer if the Customer accepts the Contractor's Price Offer sent as a reply to the Customer's request for a Price Offer. The Customer's acceptance must be provided at least in a format allowing for written reproduction.

2.2. The Contractor shall specify in the Price Offer the technical specifications of the Products, the price and delivery terms, and the validity period of the Price Offer. If the Customer accepts the Price Offer, the Customer shall accept all terms and conditions of the Price Offer, including the Standard Terms and Conditions. The Customer accepts the Price Offer in the Contractor's Price Offer form. If the Price Offer has expired and the Customer has not accepted the Price Offer, the Contractor shall not be required to fulfil the Order at the expired Price.

2.3. The Contractor shall prepare the product drawings necessary for the production of the Product based on the Order and submit them to the Customer for approval. The exact delivery time shall be determined after the Customer has accepted both the offer and the product drawings. The delivery time shall depend on the volume of the project and the complexity of the products.

2.4. The Contractor processes Orders on weekdays, from Monday through Thursday. A request sent on a Friday or at the weekend shall be processed during the following work week, which may affect the delivery time.

2.5. If the Contractor submits a proposal to amend the Order, but the parties (hereinafter: **Parties**) do not reach an agreement within 3 working days on the impact of the proposed amendment on the original terms of the Order, the Customer shall be deemed to have withdrawn

from the original Order, unless the Customer confirms that they are not proceeding with the proposed amendment.

### 3. AMENDMENT AND CANCELLATION OF ORDER

3.1. If the Customer wishes to amend the Order after accepting it, the Parties shall deem this to be additional work (hereinafter: **Additional Work**).

3.2. If the Additional Work results in extra costs for the Contractor compared to the original Order, the Customer shall reimburse the Contractor for the extra costs. The Contractor shall send a report to the Customer for the extra costs. The Contractor shall have the right to extend the delivery time if objectively justified.

3.3. If the Customer wishes to amend the Order, the Customer shall notify the Contractor thereof within reasonable time and shall provide details of the extent of the amendment. The Contractor shall prepare a Price Offer and shall send it to the Customer within five (5) working days, indicating the impact of the amendment on the original terms of the Order.

3.4. The original Order shall be deemed amended if the Customer accepts the amended Price Offer.

3.5. If the Customer submits a proposal to amend the Order, but the Parties do not reach an agreement within 14 working days on the impact of the proposed amendment on the original terms of the Order, the Customer shall be deemed to have withdrawn from the original Order, unless the Customer confirms that they are not proceeding with the proposed amendment.

3.6. The Customer shall have the right to withdraw from the Order at any time by submitting a written withdrawal to the Contractor. If the Customer withdraws from the Order, the Customer shall be required to pay for the works performed up to the withdrawal, including for ready-to-use and incomplete products.

### 4. DELIVERIES

4.1. Unless agreed otherwise in an Order, the Contractor shall deliver the Products to the address specified by the Customer in the Order, or shall order the transport service, on behalf of the Customer, from its service partner who shall deliver the Products to the address specified in the Order.

4.2. The delivery of the Products shall be recorded in a delivery note, a delivery and receipt report or other delivery document prepared by the Contractor. If the Products are ordered together with installation, the delivery and receipt shall be organised after installation based on a report prepared by the Contractor.

4.3. The risk of accidental loss, destruction, or damage of the Products shall transfer to the Customer upon the delivery of the Products or, if the Products are ordered with installation, upon delivery to the site.

4.4. The time of delivery and installation of the Products depends on the project and the complexity of the Products ordered. The exact time of delivery shall be determined after receipt of the Order and product drawings accepted by the Customer and shall be agreed separately for each project. If the Customer requests a later delivery than originally agreed, the Contractor shall store the Products on its premises for up to 15 days at no additional cost. Longer storage shall be subject to a fee.

The Contractor shall notify the Customer of the size of the fee. The fee shall be calculated for per storage day for each unit of the Products.

4.5. If the Products are received on behalf of the Customer by a person not designated as the Customer's representative in the Order, it shall be assumed that such person has the authority to receive the Products. The Customer shall be liable for the receipt of the Products by the authorised person.

4.6. Upon receipt of the Products, the Customer shall be required to immediately inspect the Products and verify whether there are any visible transport and/or other damages.

4.7. If the Customer discovers visible transport damage to the Products upon receipt, the Customer shall immediately inform the representative of the transport company, make a corresponding note in the delivery documents (CMR consignment note, delivery and receipt report or other delivery document), and notify the Contractor within one (1) working day.

4.8. Unless otherwise agreed, the Customer shall inspect the Products within seven (7) days of receipt and shall immediately notify the Contractor in writing if the quality of the Products does not meet the conditions specified in the Order. The Customer shall also provide the exact description of the shortcomings in the complaint.

4.9. If the Customer fails to notify the Contractor of any shortcomings in the Products on time, the Customer shall not have the right to submit a complaint about the shortcomings.

## 5. FEE AND SETTLEMENTS

5.1. The Contractor has the right to unilaterally change the prices of both new and existing Orders. Contract prices shall be changed in accordance with the producer price index (PPI) for industrial products in the European Union published by Eurostat. If the relevant index changes by more than +5% compared to the average level in the month when the Contract was concluded, the Contract prices shall be adjusted in the same proportion. The new price shall take effect 30 days after the Contractor has notified the Customer and shall apply to all orders to be fulfilled at that time.

5.2. The Customer shall pay the fee specified in the Order for the Products. Unless otherwise agreed by the Parties, the Customer shall pay for the Products in advance before delivery.

5.3. The Products shall be paid for based on the invoices issued. All invoices shall be sent to the Customer in electronic format to the Customer's e-mail address.

5.4. In the sale of the Products, the Parties shall apply the reservation of title. The right of ownership of the Products shall remain with the Contractor until the Customer pays the purchase price of the Products. The right of ownership shall be deemed to have been transferred to the Customer upon full payment of the purchase price.

5.5. If the Products are ordered with installation and have been delivered to the site, but due to reasons beyond the Contractor's control the Products cannot be installed, the Contractor shall have the right to invoice the Customer for 100% of the price of the Products delivered to the site, unless otherwise agreed.

5.6. In the event of a payment delay by the Customer, the Contractor shall have the right to charge a fine for delay at the rate of 0.25% per day on the overdue amount. The Contractor shall also have the right to request compensation for any costs incurred in the recovery of payments.

## 6. RIGHTS AND OBLIGATIONS OF THE CUSTOMER

6.1. Upon receiving a corresponding request from the Contractor, the Customer shall provide the Contractor with the information necessary for fulfilling the Order. The provision of information is subject to the conditions provided in clauses 2.1–2.5.

6.2. If a delivery is delayed or the Products are defective, the Customer shall have the right to require the Contractor to fulfil its obligations in accordance with the provisions set out in clause 8.

6.3. The Customer shall ensure that the technical specifications provided to the Contractor for the fulfilment of the Order comply with the technical requirements stipulated by the laws of the country of location.

## 7. RIGHTS AND OBLIGATIONS OF THE CONTRACTOR

7.1. Unless otherwise agreed, the Contractor shall not store the Products after their delivery nor perform any related installation works.

7.2. User manuals, installation instructions, warranty terms, and maintenance guides for the Products are available on the Contractor's website at [www.tammer.ee](http://www.tammer.ee). The Contractor shall not deliver printed user manuals together with the Products. The Customer ensures that the end user of the Products is informed where to obtain the user manuals, installation instructions, and maintenance guides.

7.3. The Contractor shall have the right to unilaterally amend and supplement the documents specified in clause 7.2.

7.4. If the quality of the Products or any part thereof is not specified in the Order or product drawings, the Contractor shall manufacture the Products with at least average quality given the circumstances.

7.5. The Contractor shall not be responsible for defects or deficiencies in the Products arising from instructions provided by the Customer, the quality of the materials supplied by the Customer, preparatory work ordered by the Customer from a third party, or if the Products are installed in an unsuitable environment.

7.6. The Customer shall have the right to request amendments to the terms of the Order (including Price and Delivery Time) if, during the fulfilment of the Order, it becomes apparent that the input data received from the Customer are incorrect or contradictory.

## 8. LIABILITY AND WARRANTY

8.1. The Contractor shall provide a 24 (twenty-four) month warranty for the products it has manufactured, unless otherwise agreed, starting from (i) the acceptance of the work by the Customer if the Products are ordered with installation, or (ii) the delivery of the Products to the site if the Products are ordered without installation, unless agreed otherwise. The warranty is based on a valid purchase document (invoice, contract, order, order confirmation) and a logbook for the tasks performed during the warranty period, which must be submitted to the Contractor together with the claim and completed in accordance with clause

8.2. During the warranty period, the legal rights of the Customer and the terms and obligations set out in the Standard Terms and Conditions shall apply. Reference to warranty terms and maintenance guide has been made in clause 7.2.

8.3. A product defect means that the product does not comply with the technical specifications approved by the Customer in the Order Confirmation or that the product does not meet EU requirements. The warranty covers defects in product design, manufacturing, and materials, as well as any damage caused to the product itself as a result

of such defects, provided that the Contractor has been notified in writing and in due time.

8.4. The warranty does not apply to defects resulting from improper maintenance, use, or installation of the product (if the installation was not carried out by the Contractor). The warranty only covers the product defects described in clause 8.3.

8.5. The maintenance works performed during the warranty period shall be recorded in a maintenance logbook. The maintenance logbook may be a document drawn up in a free format, with a fixed date, or a logbook prepared by the Contractor, which is attached to the warranty terms. The Customer shall be guided by the maintenance guide available at the Contractor's website at [www.tammer.ee](http://www.tammer.ee). The maintenance obligation takes effect from the beginning of the warranty period in accordance with clause 8.1. The first maintenance and the corresponding logbook entry must be made no later than 6 months from the beginning of the warranty period. In cases of intensive use and/or harsh environmental conditions (such as above-normal humidity, chemical activity in the environment, stronger than usual wind conditions, etc.), inspection and maintenance must be carried out at least every three (3) months.

8.6. The warranty shall not cover defects or damages to the products resulting from the addition of components, materials, or parts that are not in accordance with the Contractor's installation instructions and/or user and maintenance manuals, or that have not been approved by the Contractor.

8.7. The warranty shall not cover defects or damages resulting from incorrect installation. The warranty shall only apply to the installation if the product was ordered with installation provided by the Contractor. The warranty shall not cover natural wear and tear or the rust resulting from damage to the surface layer of paint.

8.8. The warranty shall not apply if the damage has occurred due to insufficient protection of a door from direct sunlight. To ensure adequate protection from direct sunlight, a canopy extending at least 1 metre from the wall must be installed above the door, with its upper edge positioned no more than 0.5 metres above the top edge of the door, or the door must be installed in a recess at least 1 metre deep.

8.9. The warranty shall not cover defects or damages resulting from failure to comply with the requirements and recommendations set out in the general user and maintenance manual prepared by the Contractor.

8.10. The warranty shall be valid only if all warranty conditions are met (including the maintenance work logbook).

8.11. A Party shall not be held liable for breach of the Contract if the breach is caused by force majeure circumstances.

8.12. The Contractor shall carry out all necessary work to remedy a defect at the earliest reasonable opportunity (but no later than within 60 days), provided that the Contractor was notified of the defect before the deadline for reporting defects. Instead of remedying the defect, the Parties may agree on a monetary compensation corresponding to the estimated value of the defect.

8.13. The Parties shall have the right to withdraw from the Contract if the other Party commits a material breach of the Contract. Among other things, the following circumstances shall be considered a material breach of the Contract:

- 8.13.1. the Customer is in delay with a payment obligation for more than 30 days;
- 8.13.2. the Customer refuses to accept the Products without legal grounds;
- 8.13.3. the Contractor refuses to fulfil an order without legal grounds;

- 8.13.4. the other Party's persistent insolvency, bankruptcy, restructuring, or liquidation.

8.14. If the Contractor withdraws from the Contract, it shall have the right to claim payment for work already performed and materials purchased, even if the Products related to such work or materials are not completed.

8.15. Lost profits and non-material damages shall not be subject to compensation.

## 9. NOTIFICATIONS, AND REPRESENTATIVES

9.1. Mutual notifications between the Parties shall be sent to the other Party by e-mail or letter in Estonian and/or English to the following addresses:

- Customer: the legal address of the company; the e-mail address registered in the commercial register;

- Contractor: orders [sales@tammer.ee](mailto:sales@tammer.ee)

9.2. Quality-related claims and notifications must be submitted to the Contractor via the notification form available on the Contractor's website at [www.tammer.ee](http://www.tammer.ee), which serves as the primary communication channel. As an alternative, claims and notifications can be sent to the Contractor's e-mail address [quality@tammer.ee](mailto:quality@tammer.ee).

9.3. Notifications sent to the other Party (including invoices) shall be deemed delivered when the receiving Party confirms receipt or three (3) business days have passed since the notification was sent. In case of changes to contact information, the other Party must be notified immediately and the new address must be communicated.

9.4. All employees of the Customer shall have the right to place and amend Orders regardless of their position, and accept the Contractor's Price Offers and the Products. The Contractor shall be fully liable for its employees and other representatives.

## 10. APPLICABLE LAW, AND JURISDICTION

10.1. The Standard Terms and Conditions and the Contract for the Supply of Services shall be subject to the laws of Estonia. Disputes between the Contractor and the Customer regarding the Contract shall be solved by negotiations. In case of failure to solve a dispute by negotiations, the dispute shall be settled at Harju County Court.

## 11. EARLY TERMINATION OF THE CONTRACT

11.1. The Customer shall have the right to unilaterally terminate the Contract early if the Products delivered by the Contractor significantly deviate from what was agreed in the Contract, and the Contractor has not remedied the defect within a reasonable time or has not delivered Products complying with the contractual terms instead. If the early termination of the Contract is not based on a specific procured Product, but the procured Product has been manufactured or procured specifically according to the Customer's instructions and needs, and the Contractor cannot use the said Product in any other way without incurring a loss, the Customer shall be obliged to purchase the respective Product.

11.2. The Contractor shall have the right to terminate the Contract early, either in whole or in part concerning the Products not yet accepted by the Customer, if: a) the Customer fails to make payments as stipulated in the Contract within the agreed terms and deadlines, the delay is significant and not caused by the Contractor; b) the Customer has notified the Contractor, or the Contractor has otherwise become aware, that the Customer's payment obligations are significantly delayed; c) the

Customer has not accepted the Products within 15 days from the notification of readiness for delivery; d) the Customer materially breaches other contractual or statutory obligations or fails to cooperate in fulfilling contractual obligations in a manner reasonably expected in good faith and according to customary practice.

## **12. FORCE MAJEURE**

12.1. The Contractor shall not be held liable for failure to perform or improper performance of obligations under the Contract if such failure or improper performance was due to circumstances beyond the Parties' control. The Contractor shall not be obliged to compensate the Customer for damages arising from non-performance of the Contract due to force majeure and may terminate the Contract.

12.2. Non-performance of the Contract due to force majeure shall be considered justified if the Party experiencing such circumstances has attempted to take measures to continue fulfilling the Contract.

12.3. A Party shall continue the performance of the Contract at the earliest opportunity. In the event of force majeure circumstances, the term of the Contract and/or the deadline of an Order shall be extended by the period during which the force majeure circumstances prevented the fulfilment of contractual obligations and/or the Order.

## **13. AMENDMENT OF STANDARD TERMS AND CONDITIONS**

13.1. The Contractor shall have the right to unilaterally amend the Standard Terms and Conditions or establish new Standard Terms and Conditions. The amended Standard Terms and Conditions shall be published by the Contractor on the website [www.tammer.ee](http://www.tammer.ee) and shall enter into force 30 (thirty) days after their publication. They shall not apply to contracts already concluded, unless otherwise agreed by the Parties.

## **14. INTELLECTUAL PROPERTY**

14.1. Intellectual property rights related to any equipment, materials, components, products, software, and/or technology created or developed by the Contractor shall remain the property of the Contractor. No rights or licenses to use the intellectual property shall be granted to the Customer; however, as an exception, the Customer is permitted to use such equipment, materials, components, products, software, and/or technology for the purpose for which they were intended. If the Contractor, its employees, subcontractors, or other agents develop, improve, or modify intellectual property for the purpose of manufacturing equipment, materials, components, products, software, and/or technology for the Customer, any resulting intellectual property shall belong to the Contractor. The Contractor shall have the right to mark the Products with its own or its affiliates' trademarks, trade names, logos, or other information.

## **15. CONFIDENTIAL INFORMATION**

15.1. All information disclosed in the course of communication (including product design, business information, forecasts, and financial data) shall be considered confidential. A Party may not disclose or use such information without the other Party's written consent, except to its employees who are subject to a confidentiality obligation.

15.2. A Party shall have the right to disclose confidential information if such disclosure is required by law or by any competent authority. The

Party shall promptly notify the other Party of such a request so that the other Party may seek protection of the confidential information or pursue other legal remedies.

15.3. The Parties shall return or destroy the confidential information upon request of the other Party or upon termination of this Contract.

15.4. The confidentiality obligation shall remain in effect indefinitely, except to the extent limited by statutory time limits.