

# Terms & Conditions

The following terms and conditions apply to all present and future offers submitted by UAB "Altechna" (hereinafter – Altechna) and contracts concluded by Altechna with their contractors (purchasers). Unless otherwise agreed upon either in writing or by individual contracts, the legal relations between contractor and Altechna shall be exclusively subject to the conditions set out hereunder. They shall also apply, if the contractors refer to their own terms and conditions, unless Altechna has explicitly agreed to these. Contractors' terms and conditions of business which deviate from these terms and conditions or from the law will not be accepted, and they will also not become part of a contract if Altechna accepts or executes orders from the contractor in awareness of the contractor's opposing or deviating terms and conditions. The signing by Altechna of any of the contractor's documents shall not imply any modification of these terms and conditions.

## 1. Definitions

1.1. Terms shall mean these terms and conditions governing the sale of the Products between Altechna as the Seller and contractor as the Purchaser. The Terms are a part of the format of the purchase order and shall be applicable on it to the exclusion of any terms and conditions referred to by the Purchaser or that the Purchaser seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing, unless both parties agree otherwise in writing. The signing by the Seller of any of the Purchaser's documents shall not imply any modification of the Terms. By ordering the Products from the Seller, the Purchaser confirms that he/she/it has read, understood and agrees with the Terms.

1.2. Seller shall mean UAB "Altechna", a limited liability company established and operating under the laws of the Republic of Lithuania, and its affiliates.

1.3. Purchaser shall mean any natural person (purchasing the Products only for purposes associated with his business, trade, craft or profession) or legal entity who/which purchases or agrees to purchase Products from the Seller.

1.4. The Parties shall mean jointly the Seller and the Purchaser.

1.5. Products shall mean the services, goods, products and materials manufactured, imported, supplied and/or delivered for or by the Seller to the Purchaser.

## 2. Offer and Formation of a Contract

2.1. All offers of the Seller are nonbinding. Contracts shall be deemed concluded only after the Seller has issued a written purchase order confirmation (hereinafter – PO or the order), effected delivery of the Products ordered.

2.2. The Seller shall be generally under no obligation to verify the correctness of the information provided by the Purchaser upon which the Seller's offer or order confirmation is based, and the Seller shall also not be obligated to investigate if the execution of the Purchaser's order based on such information infringes any third-party property rights.

2.3. The Seller reserves the right to process orders involving partial batches.

2.4. Prices quoted in the Seller's catalogues, brochures and price lists are subject to change and are not binding. Characteristics and properties of samples and specimens are only binding if expressly so agreed.

2.5. If the Purchaser withdraws from the contract without justification, including call-off of the confirmed order, the Seller shall be entitled without prejudice to the possibility to demand the fulfillment of the contract or to assert a claim to a higher actual damage to claim 10 % of the net selling price (related to the minimum purchase amount) for the expenses the Seller has had by processing the order and for the lost profit.

### **3. Prices**

3.1. All prices for the Products are stated ex works (Incoterms 2020) in addition to transport insurance, packaging, dispatch, and in the case of export deliveries in addition to customs charges, fees, and other official duties. All prices, unless otherwise agreed in writing, are exclusive of value added tax which will be charged in addition at the official tax rate of the Republic of Lithuania.

3.2. Quotations of the Products are valid for 30 calendar days unless agreed otherwise on the particular quotation. Quotations of the Products are not binding for the Seller until the Purchaser places an order in writing.

3.3. Despite quotations of the Products set out in paragraph 3.2 of the Terms, all orders shall be considered accepted only on a condition that the Products are invoiced at the price applicable on the date of shipment, and the Seller arranges shipment of the Products at the cost of the Purchaser.

3.4. The Purchaser undertakes to provide the Seller with accurate design characteristics and quantity of the Products ordered. The Seller shall maintain the right to modify the prices and estimated delivery date according to above-mentioned information provided by the Purchaser.

### **4. Payment, Default**

4.1. The remuneration is due without any deduction upon delivery or acceptance. The Purchaser shall enter default 14 days after delivery and invoicing, without this requiring a warning, except the Parties agree otherwise and provide payment terms in quotes and PO confirmations. Seller's receipt of the payment shall be decisive for the date of payment.

4.2. The Purchaser shall pay default interest on any unpaid invoice amount at a rate of 2 % per month which shall accrue on a daily basis.

4.3. Unless otherwise agreed in writing, all payments are to be in Euro, the official currency of the European Union. The right to furnish proof of a higher or further damage caused by default remains reserved.

4.4. The Seller shall not be obligated to perform the contract for so long as the Purchaser fails to perform his own obligations according to PO, including his obligations from other contracts with the Seller and, in particular, if the Purchaser defaults in the timely payment of invoices due.

4.5. If the Purchaser is in default of payment, the Seller is entitled to postpone delivery until the payment terms are fully met (including accrued interest); if delay is more than 14 days, the Seller is entitled to cancel the order and/or other orders received by the Purchaser and take back the Products subject to reservation of title also if the Seller has rescinded or not rescinded the contract, and to require the Purchaser to compensate damages incurred.

4.6. The Purchaser may offset counterclaims or withhold payment based on such counterclaims only if such counterclaims are uncontested in writing or non-appealable.

### **5. Property rights**

5.1. The Seller shall retain property rights of the Products supplied until full payment of the price for the Products and all related amounts due from the Purchaser to the Seller on any other account.

5.2. Until property rights of the Products have passed to the Purchaser:

5.2.1. the Seller shall be entitled to repossess any of the Products with regard to which it retains title and for such purpose the Seller and its agents or representatives shall be entitled to visit the premises in which the Products are stored and the Purchaser shall be obliged to issue the Products to the Seller;

5.2.2. the Purchaser shall store the Products carefully and ensure that they are clearly identified as the property of the Seller who shall be entitled to examine such Products in storage;

5.2.3. the Purchaser shall insure the Products for their replacement value indicating the Seller as the beneficiary.

5.3. In the case of connecting the delivered unpaid Products to another thing or processing them to make other things, the Seller becomes co-owner of said new things in relationship to the amount of the purchase price of Seller's delivered Products.

## **6. Delivery, Risk**

6.1. The delivery period commences to run only after all issues which are essential for the performance of the contract have been clarified with the Purchaser and after the Purchaser has performed all essential acts incumbent on him which are required for the performance of the contract by the Seller. In particular, the delivery period does not commence to run until the Seller has received all information from the Purchaser which is required to effect delivery, or until the Purchaser has furnished proof that, if required, he has effected prepayment or provided a security, as agreed in the contract. If the delivery period will be interrupted by subsequent changes requested by the Purchaser, after agreement about the desired changes has been achieved, the delivery period re-commences to run.

6.2. Delivery dates indicated by the Seller are considered to be best estimates, but are not binding upon the Seller. The Seller shall have no liability to the Purchaser for any delayed delivery or non-delivery of the Products where this is caused without the Seller's fault. The parties explicitly acknowledge that late delivery does not entitle the Purchaser to cancel its order or any part of it.

6.3. The Purchaser undertakes to collect the Products on the agreed delivery date or when the Seller notifies the Purchaser that the Products are ready for dispatch (if no specific delivery date has been agreed). The Purchaser shall indemnify and hold harmless the Seller from and against all losses, demands, claims, damages, costs, expenses (including without limitation consequential losses and loss of profit, reasonable legal costs and expenses and VAT thereon) and liabilities suffered or incurred by the Seller in consequence of any delay or failure by the Purchaser in meeting its obligations regarding timely collection of the Products.

6.4. If, despite a reasonable time limit, the Products which are ready for acceptance are not fully accepted (collected) or are accepted too late, the Seller will place the Products in storage at the Purchaser's cost and risk. For such storage the Seller will charge 0,5 % of the invoice amount for each month of the delay in acceptance. After the setting and expiry of a suitable period, the Seller may withdraw from the contract and demand a lump-sum compensation instead of the performance in the amount of 20 % of the order amount. Both Parties may reserve the right to demonstrate greater or lesser damages.

6.5. The Products may be delivered by the Seller in one or more shipments, and invoiced separately. The price to be paid by the Purchaser is determined by the actually delivered quantity, whereby the agreed prices as well as these Terms, in particular the payment conditions pursuant to Section 4, apply accordingly to excess or reduced deliveries.

6.6. It is an obligation of the Purchaser to fully comply with legal regulation applicable to international or intra-EU sales and/or transfers of the Products, including but not limited to requirements and/or prohibitions regarding procedures or the purchase, transfer, use, resale of the Products. Purchasers registered in non-EU are responsible at their own expense

for obtaining any import license or authorizations required. The Purchaser is responsible for arranging shipment by its own appointed carriers who will collect the Products from the Seller's warehouse in the EU.

6.7. The Purchaser shall be obliged to check the Product delivered for possible defects within 14 days after its acceptance. The delivery and transfer take place at the place of business of the Seller company of Altechna, and the delivered Products shall be in the Seller's regular non-returnable packages.

6.8. The risk of accidental loss or deterioration of the Products shall be passed to the Purchaser when the Products leave the company/stock at the latest. This clause shall apply regardless of whether the Products are delivered from the place of performance and irrespective of the Party who takes over the freight charges and irrespective of the Products are transferred to third party indicated by the Purchaser. In the event that the Purchaser does not accept the Products delivered, the risk of accidental loss or deterioration of said Products shall pass to the Purchaser at the time of refusal.

6.9. In all cases the Seller shall bear no liability for damage to the Products or their loss during transportation.

6.10. Provided the Seller agree to a return of properly delivered Products, the Seller shall charge a Purchaser a 7 % administrative surcharge.

## **7. Characteristics of the Products**

7.1. Characteristics of the Products may be modified by the Seller without notice to the Purchaser if it is necessitated by technical developments in the industry, or where such modifications are made by the Seller's suppliers.

7.2. The Purchaser agrees to indemnify the Seller against all liability arising from the Seller's performance of the Purchaser's order in accordance with the characteristics of the Products provided by the Purchaser where such characteristics infringe any patent, trade mark, registered design or other intellectual property rights not owned by the Purchaser or the Seller.

7.3. The Seller reserves all copyrights and other intellectual property rights for the manufactured goods, drawings, characteristics, patterns, designs, calculations, services, samples, models and other documents that the Seller provides. They may neither be forwarded to third parties nor reproduced or used for other purposes without the Seller's written consent.

7.4. The Purchaser shall not disassemble or reverse engineer the Products. Taking due account of the provisions stipulated in paragraph 7.3 above, the Purchaser may use the drawings and characteristics supplied by the Seller only for the purposes of incorporating the Products into the products manufactured by the Purchaser, also for the purposes of maintaining, adjusting and repairing the Products. The Purchaser is not granted any license to use, copy or otherwise reproduce drawings or characteristics of the supplied Products in order to make spare parts for the Products or have them made.

## **8. Quality**

8.1. The Seller shall not be liable in respect of any claim by the Purchaser that the delivered Products contain defects or do not conform to the contract specification unless the Purchaser notifies the Seller in writing of such claim within 14 days of the date of receipt of the Products. Moreover, the Purchaser must either: a) return the Products to the Seller, or b) keep them available for the Seller's inspection during a reasonable period after the Purchaser's written notification to the Seller.

## **9. Warranty**

9.1. The Products shall be deemed free of defects if they conform to the specifications that have been expressly agreed in writing between the Parties and conform to standards of industrial quality of similar goods. Any other express or implied warranty for objective or subjective requirements shall be excluded.

9.2. The Seller warrants to refund the price, to repair or replace free of charge (at its own discretion choosing to repair or replace) any of the Products found to be defective within the warranty period as a result of faulty materials or workmanship. This warranty shall not apply in the event the Products have been modified or repaired by persons other than the Seller or its authorized technicians, and have been operated, stored or maintained in violation to the Seller's recommended conditions of use. In any case, the Customer shall bear the additional costs of defect rectification incurred due to the alteration and improper maintenance or use, faulty installation or operation of the Products. The Seller provide no guarantee for the marketability or suitability of the Products for a certain purpose of use. The Purchaser shall be solely responsible to check whether the Products are suited for the intended purpose.

9.3. The Seller shall not be liable for any special, indirect or consequential loss which may arise, including the Purchaser's loss of profit, business revenue, goodwill, or anticipated savings.

9.4. The Seller's liability to the Purchaser is limited to the total paid price of the Products received from the Purchaser, and the Purchaser agrees that this shall constitute its exclusive remedy.

9.5. If the Products have been repaired or replaced by the Seller, the warranty period will expire at the end of the warranty period relating to the Products originally supplied.

9.6. If the Purchaser brings the Products (the warranty period for which has expired) to the Seller for examination or repair, the Seller shall be entitled to invoice the Purchaser and/or the Products replaced.

## **10. Liability**

10.1. If the Purchaser delays payment due to the Seller or breaches the contract otherwise and fails to remedy such breach within a period of 14 days from receipt of the Seller's written notice thereof, or if the Purchaser enters into an arrangement with its creditors, or goes into liquidation, or passes any resolution for winding up, or becomes bankrupt, then:

10.1.1. the Seller shall cancel any orders outstanding between the Parties by written notice to the Purchaser;

10.1.2. in the event of such cancellation the Seller shall be entitled to reclaim any Products unpaid for in accordance with the provisions of Sections 5 and 6 above;

10.1.3. the Purchaser shall remain liable to pay the Seller the full purchase price for the Products and other payments accrued under the contract, upon deduction of the following:

10.1.3.1. the disposal price received by the Seller for the Products in its possession or reclaimed from the Purchaser; and,

10.1.3.2. any part of the purchase price for the Products paid by the Purchaser to the Seller.

10.2. Insofar as the Seller is neither liable for grossly negligent nor willful conduct, however, the Seller shall only be liable for the typically occurring, foreseeable damage incurred by the Purchaser for Seller's faulty breach of contractual duties.

## **11. End-Use**

11.1. The Purchaser undertakes to inform the Seller immediately with or upon the placement of the order by sending an email to the following address of the Seller [info@altechna.com](mailto:info@altechna.com) in case the Purchaser is planning or is aware or in any other way has reasonable ground to believe that the Products purchased by the Purchaser are or may be used for the following purposes: (i) in connection with the development, production, handling, operation, maintenance, storage, detection, identification or dissemination of chemical, biological or nuclear weapons or other nuclear explosive devices or the development, production, maintenance or storage of missiles capable of delivering such weapons; (ii) for a military end-use if the purchasing country or country of destination is subject to an arms embargo (for the purposes of this point, 'military end-use' means: incorporation into military items listed in the military list of member states of European Union; use of production, test or analytical equipment and components therefor, for the development, production or maintenance of military items listed in the military list of member states of European Union; or use of any unfinished products in a plant for the production of military items listed in the military list of member states of European Union; (iii) as parts or components of military items listed in the national military list that have been exported from the territory of a member states of European Union without authorisation or in violation of an authorisation prescribed by the national legislation of that member states of European Union (or otherwise as specified in consolidated and in force version of the Part 1 Article 4 of the Regulation (EU) 2021/821 of the European Parliament and of the Council of 20 May 2021 setting up a Union regime for the control of exports, brokering, technical assistance, transit and transfer of dual-use items). Otherwise, it is considered that the Purchaser certifies that the Products will not be in any way used for the above mentioned purposes. The Purchaser agrees that upon receipt of such notification the Seller has the right at its own discretion to decide on continuity of the order i.e. to proceed with the order or to postpone delivery or cancel the order, and it will not be considered as a breach of the Terms.

## **12. Force Majeure**

12.1. Acts of God, labor disputes, governmental acts, riots, accidents, war, fire, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply and similar circumstances beyond the control of the Seller (force majeure) release the Seller from its obligation to perform a contract for so long as and to the extent that the effects of such force majeure circumstances persist. This applies also if such force majeure circumstances occur to sub-suppliers of the Seller or if they occur at a point in time at which the Seller has already been in default. The Seller will inform the Purchaser of the commencement and of the end of such hindrances to the delivery of the Products without delay. If the delay persists for such time as the Seller considers unreasonable, it may, without liability on its part, terminate the contract.

## **13. Confidentiality**

13.1. The Purchaser shall be bound to keep any information or knowledge which it may obtain in connection with submission of an offer or bid or with placing of an order to the Seller as confidential as a business secret and not to disclose such information or knowledge to third parties, unless the Purchaser proves to the Seller that this information was already known to the Purchaser at the time when the offer or bid was submitted or subsequently made available to the latter by an authorized third party not bound by secrecy, or that the information in question had been or subsequently was made available to the general public through no fault of the Purchaser and without giving rise to any kind of responsibility for it on the part of the latter.

13.2. The production for third parties, the display of products specifically made by the Seller - particularly such products based on Seller's drawings or specifications - publications on the subject of deliveries as well as any mentioning of an order confirmed by the Seller vis-à-vis third parties shall require the prior written consent of the Seller.

#### **14. Miscellaneous**

14.1. If the Seller does not demand performance of any of these Terms, it shall not deprive the Seller of the right to enforce these Terms, and no waiver by the Seller shall constitute a waiver of any subsequent breach.

14.2. The invalidity of individual provisions of the contract regarding these Terms shall not affect the validity of the remaining provisions and the existence of the contract. Insofar as the invalid provision does not concern these Terms, it shall be replaced with a valid provision, which comes as close as possible to the originally intended purpose of the invalid provision. The same applies accordingly in the event of omissions.

14.3. The place of fulfilment for all obligations arising from both contract Parties is Seller's registered address.

14.4. Amendments, supplements or modifications of these Terms shall only be valid if made in writing and signed by the Seller and the Purchaser.

14.5. Headings used in these Terms are for convenience only and shall not affect their interpretation.

14.6. The transfer of rights and duties of the Purchaser resulting from the contract concluded with the Seller requires the written consent of the Seller in order to be effective.

#### **15. Law, Jurisdiction**

15.1. These Terms and any agreements between the Seller and the Purchaser shall be governed by and construed in accordance with the law of the Republic of Lithuania, without giving effect to its conflict of law provisions and without giving effect to the UN Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG).

15.2. All disputes arising from the contractual relationship are to be settled at the court being competent for the registered place of business of the Seller and shall be resolved according to the laws of the Republic of Lithuania. The Seller shall also be entitled to take legal action against the Purchaser at its registered address.

*Vilnius, January 2022*