

GENERAL CONDITIONS OF PURCHASE AND SALE

These General Conditions of Purchase and Sale shall apply to any purchase and sale transactions entered into between UAB Alindra (established and operating in accordance with the laws of the Republic of Lithuania, legal entity code 300036469, registered office address: Pramonės St. 6, LT-94102 Klaipėda, Lithuania) (**the Seller**), and the party which places an order for purchasing the goods or services (**the Buyer**).

Definitions:

Buyer shall mean a natural or legal person who purchases the Goods or Services from the Seller.

Seller shall mean a company (UAB ALINDRA, legal entity code 300036469) which issues an invoice for the Goods or Services performed.

Conditions shall mean these General Conditions of Purchase and Sale.

Agreement shall mean any agreement, including the Order, entered into between the Seller and the Buyer for the purpose of selling and purchasing the Goods, including these Conditions.

Goods shall mean any products agreed in the Agreement, to be supplied to the Buyer by the Seller's company (including any part or parts thereof).

Services shall mean any services to be provided to the Buyer by the Seller's company (including any part or parts thereof).

Order shall mean the Buyer's confirmation or application for purchasing the goods or services from the Seller.

Article 1. SUBJECT, TERMS AND CONDITIONS OF THE AGREEMENT

1.1 The Buyer hereby purchases the Goods or Services from the Seller in accordance with the Special Conditions set forth in these General Conditions of Purchase and Sale as set out in a purchase order (order) ordered by the Buyer. The placed Purchase Order and the General Conditions of Purchase and Sale shall constitute a valid and legally binding agreement between the Seller and the Buyer for the purchase and sale of the Goods or Services.

1.2. The Seller undertakes to sell the agreed range of the Goods (paints, thinners, etc.) or Services to the Buyer within the timeframe and in accordance with the procedure provided for in the Agreement, and the Buyer undertakes to collect the Goods or Services and to pay the agreed price against VAT invoices issued by the Seller.

1.3. Quality of the Goods meets the characteristics for those Goods as stated by the manufacturer of the Goods.

1.4. No standard terms, specifications, or other documents of the Buyer or any third party shall be valid or apply to purchase transactions entered into between the Buyer and the Seller.

1.5. All samples, drawings, descriptive material, specifications, and advertisements provided by the Seller, as well as all descriptions or illustrations in the Seller's catalogues or booklets are solely provided or published to demonstrate the products described therein. They are not part of the Agreement and this is not a sale by sample.

Article 2. ORDER OF GOODS

2.1. Each price quote shall only be valid for 7 days from the date of submission thereof unless the Seller confirms otherwise in writing.

2.2. The Buyer shall order the Goods by submitting the Order for the Goods to the Seller's e-mail address, by telephone, or other means. The following details shall be provided in the order: name, quantity of the Goods, desired date of delivery of the Goods, and other information important for the order. The order shall also list what certificates or other technical documents are required for the goods and services being purchased.

2.3. The order shall be considered as accepted by the Seller and obliging the Buyer to purchase the goods ordered once the Seller sends a confirmation of such order to the Buyer's e-mail address, unless the parties agree otherwise. Should the Seller not be able to execute an order placed by the Buyer, the Buyer shall notify the Seller to what extent and under what conditions it would be able to execute the order.

2.4. The Parties agree that orders and order confirmations received in the manner referred to in paragraph 2.2 hereof are legal, sufficient, and mutually acknowledged evidence in support of the obligations assumed by the parties and rights granted thereto in connection with such orders.

2.5. After the Seller confirms the order for the goods, the Buyer may cancel the order only with the consent of the Seller. Otherwise, the provisions of paragraph 5.2 of the Agreement shall apply.

2.6. The Buyer undertakes to ensure that the terms of its order are complete and accurate.

Article 3. DELIVERY AND ACCEPTANCE OF GOODS, SPECIFICATIONS OF GOODS

3.1. The goods shall be delivered to the Buyer at the Seller's warehouse, unless otherwise agreed upon ordering. The Seller and the Buyer shall agree on the time of delivery of the goods in advance. The Buyer must be ready to collect the goods from the Seller at the agreed time. Should the Buyer fail to collect the goods at the agreed time, it shall pay the Seller a penalty interest equal to 0.02 percent of the selling price of goods not collected on time, including VAT, for each calendar day of delay. Should the Buyer fail to collect the ordered goods for more than 30 calendar days, it shall be considered a material breach of the Agreement by the Buyer and entitle the Seller to terminate the Agreement unilaterally without going to court, by giving a notice to the Buyer thereof in writing 7 calendar days in advance. Upon termination of the Agreement on the above grounds, the provisions of paragraph 5.2 hereof shall apply to the Buyer. Should the Buyer instruct to deliver the goods to the ship, and the ship does not arrive at the agreed port of delivery at the agreed time, the Buyer shall pay for the goods and cover costs of transportation, storage, utilisation of goods, and any other related costs.

3.2. Should the goods have been agreed to be delivered by the Seller, the delivery and acceptance of goods shall be supported by a deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's document of delivery signed by the Buyer or its representative upon the delivery and acceptance of goods. Should the goods have been agreed to be collected by the Buyer, the delivery and acceptance of goods shall be supported by a deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's collection document signed by the Buyer or its representative upon the acceptance of goods.

3.3. Every time when ordering the goods, the Buyer shall specify a person to be responsible for the acceptance of the goods. Should the Buyer fail to specify such a person, it shall be considered that any employee of the company is entitled to accept the goods and sign a respective VAT invoice, a deed of delivery and acceptance of goods, and/or a courier's, a carrier's document of delivery. In case the Buyer arranges the transportation of goods, a carrier specified by the Buyer, or its representative, shall be entitled to accept the goods and sign a respective VAT invoice, a deed of delivery and acceptance of goods, and/or a courier's, a carrier's document of collection of goods on behalf of the Buyer.

3.4. When collecting the goods, the Buyer undertakes to carefully inspect and check whether the goods are without obvious defects, whether the quantities and range of goods correspond to those specified in the deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's document of delivery. In case of obvious defects of the goods, discrepancies in quantity or range, the Parties shall record them in a deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's document of delivery signed by both Parties. Claims made by the Buyer regarding the quantity, range, and obvious defects of the goods after signing a deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's document of delivery shall not be accepted.

3.5. The Buyer shall take away the goods by its own transport. If the parties so agree, the Seller may order transport services, in which case the Buyer shall pay a transport service provider directly or the Seller shall include the cost of transport services in the total price of the goods, unless agreed otherwise.

3.6. The risk of accidental destruction or damage of the goods, as well as any impairment losses shall pass to the Buyer upon the delivery and acceptance of the goods.

3.7. Should the Seller be late in delivering the goods to the Buyer, at the Buyer's request, the Seller shall pay the Buyer a penalty interest equal to 0.02 percent of the value of the non-delivered portion of the goods, including VAT.

3.8. The Seller shall have the right to make any changes to specifications of the goods to meet all applicable safety or other legal requirements or when the goods are to be supplied in accordance with the Seller's specifications that do not significantly affect the quality or performance of the goods.

3.9. The Buyer shall check the quality of the goods before using them but not later than within three business days of receiving them. If their quality is found not meeting the terms and conditions of this Agreement, the Buyer shall immediately (on the same day) notify the Seller thereof, who shall collect or replace the goods at its own discretion.

3.10. Before using the goods, the Buyer shall read and understand technical parameters of the goods used (information is provided in the technical data sheet (TDS) and application guide sheet), safety data (specified in the safety data sheet (SDS)), and information on the product packaging labels. The Buyer shall assess the suitability of the goods for a specific situation of the Buyer in each case. The Buyer shall also assess the compliance of the goods with technical requirements of the Buyer's design. Before using the product, a product trial shall be performed to assess any unforeseen characteristics of the product, as well as to assess technical and technological capabilities of using the product. Upon commencement of use of the goods, it shall be considered that the requirements listed above herein have been read and understood and the goods used meet all the requirements set by the Buyer for such goods.

3.11. The product data sheets (TDS), application guide sheets, and safety data sheets (SDS) are available on the product manufacturer's website at www.nor-maali.fi/en/; www.jotun.com.

3.12. The Seller assumes no liability for any defects if the Goods are not used in breach of the specification, technical requirements of the design, technical data sheets (TDS), or safety data sheets (SDS).

Article 4. PAYMENT PROCEDURE, RECKONING OF MONEY, RESERVATION OF OWNERSHIP, SECURITY OF PAYMENT

4.1. The Buyer shall pay the Seller for the goods within three business days unless otherwise agreed. The amount of goods to be credited may not exceed EUR 3,000, unless otherwise agreed.

4.2. Payments under the Agreement shall be made by wire transfer to the bank account specified by the Seller. Payment shall be reckoned upon the money is credited to the Seller's bank account.

4.3 The Buyer shall assume liability for the goods upon the delivery thereof, as agreed in these conditions. However, ownership of the goods shall not pass to the Buyer until the Seller receives all the amounts due for: a) the Goods and b) any other payments due or to be made by the Buyer to the Seller for any other obligations of the Buyer to the Seller.

4.4. Until the ownership of the goods has passed to the Buyer, the Buyer shall not use or dispose of the goods, shall save them and their packaging, unless otherwise agreed at the time of ordering.

4.5. The Buyer's right to dispose of the goods shall cease to exist immediately and the Buyer undertakes to return the goods to the Seller immediately at its own expense in case: a) insolvency proceedings are instituted against the Buyer or insolvency proceedings are initiated by decision of creditors; b) circumstances in relation to the forced winding-up of the Buyer come to light; c) the Buyer is sued for an investigation of the legal entity; (d) any other circumstances come to light and have reasonable grounds for the Seller to believe that the Buyer will fail to pay for the goods in a timely and complete manner.

4.6. The Seller shall have the right to demand payment of the price for the Goods, even though that ownership of any of the Goods has not passed from the Seller yet.

4.7. In the cases provided for in paragraph 4.5 hereof, the Buyer shall grant the Seller, its representatives and employees an irrevocable permission to enter at any time any premises where the goods are or may be stored to inspect them or to return the goods in case the Buyer's right of possession expires.

4.8. If the Buyer a) does not accept the delivered goods; or (b) exceeds its credit limits; or (c) is late in making payment; or d) suspends payments to the Seller; or e) becomes insolvent as described in Article 4; or f) the Seller, in its sole and reasonable opinion, finds that the Buyer will have difficulties in paying the remaining amounts for any reason, the Seller may, at its sole discretion and without prejudice to any other contractual remedies, withhold the goods being shipped and suspend or cancel further deliveries under the Agreement, or demand prepayment.

4.9. Should the Buyer fail to pay for the goods or in case there is a real threat that the goods will not be paid for in a timely and complete manner, the Seller's remedies as provided for in Article 4 hereof shall apply regardless of whether or not the Agreement is terminated due to such violations.

Article 5. LIABILITY

5.1. Should the Buyer fail to pay for the Goods within the set timeframes, it shall pay the Seller a penalty interest equal to 0.02 percent of the outstanding amount for each calendar day of delay.

5.2. Should the Buyer fail to collect the Goods on time or refuse to accept (fail to accept) the goods ordered, and the Seller consequently terminates the Agreement, the Buyer shall pay the Seller a penalty equal to 100 (one hundred) percent of the value of the unaccepted goods, including VAT, and indemnify for losses not covered by the penalty amount.

5.3. The Buyer shall reimburse the Seller for any costs incurred by the latter in connection with the recovery of the Buyer's debts to the Seller, including reasonable attorney's fees.

5.4. The Seller shall replace poor quality goods at the Seller's expense.

5.5. The goods are valid until the date indicated on the product label.

5.6. The Seller shall assume no liability for any defects in the goods resulting from any drawing, design, or specification provided by the Buyer.

5.7. The Seller shall assume no liability for any defects resulting from reasonable wear and tear, damage, negligence, unusual operating conditions, improper storage, application, or handling by the Buyer, or failure by the Buyer to comply with Seller's instructions (oral or written);

5.8. The Seller shall assume no liability for any defects if the full price of the goods delivered was not paid by the due date.

5.9. No claims related to the goods or services may be brought against the Seller if the Seller has not received any written notice within 12 (twelve) months from the delivery of the goods or provision of the services.

Article 6. DISCLAIMER OF THE SELLER'S LIABILITY UNDER THE AGREEMENT

6.1. Where the Seller provides services, advice such as after-sales technical support, technical training, maintenance, etc., the service shall be provided to the best of its knowledge and capability. The services listed above (after-sales technical support, technical training, maintenance, etc.) are of an advisory nature only. The Buyer shall be solely responsible for the performance and results of the work, including, but not limited to, customisation, inspection, surface preparation, and so on. The provisions of Article 6 shall apply to any such advice or support.

6.2. Nothing in these Conditions shall abolish or limit the Seller's liability for: a) death or personal injury resulting from the Seller's negligence; or b) an act for which it would be unlawful for the Seller to waive or attempt to waive its liability; or (c) fraud or deceptive fraud; or (d) gross negligence or deliberate misconduct.

6.3. Any liability of the Seller under the law, the Agreement, tort (including negligence or breach of statutory obligation, misrepresentation of information, restitution, etc., arising from the execution

or intended execution of the Agreement) shall be limited in each case to the amount specified in an invoice (but not exceeding EUR 3,000), without VAT, for the goods or services delivered (which caused the damage). The maximum amount of damage (civil liability) resulting from the Goods or the Services sold or the fault of the Seller shall be limited to a maximum amount of EUR 3,000 (three thousand Euro) per calendar year.

6.4. The Seller shall not be liable to Buyer for loss of profit, business, or lease, port dues, dock dues, or loss of goodwill in any case, whether direct, indirect, or consequential, or for any other claim for consequential or indirect compensation for loss or damage, regardless of the cause arising out of or in connection with the Agreement.

6.5. The Seller shall not be liable for any damage to property caused by the goods or services after delivery of the goods or performance of the services. The Seller shall neither be liable for damage to the goods produced by the Buyer or its property, including goods and property belonging to a third party.

6.6. The Buyer shall indemnify and hold harmless the Seller from any claims of third parties, including, but not limited to, claims for loss, damage, or expense that may be brought against the Seller where they arise from or are related to the goods or services, application or any repair thereof. This compensation shall apply to claims of any kind from third parties, except for claims related to death or personal injury resulting directly from the gross negligence of the Seller.

6.7. The Seller shall take appropriate precautions in providing any services to the Buyer, however, for the avoidance of doubt, all the services provided by the Seller to the Buyer shall be subject to the provisions of this Article 6.

Article 7. FORCE MAJEURE

7.1. The Seller or the Buyer shall not be held liable for non-fulfilment or partial non-fulfilment of any obligations under the Agreement if this occurred due to force majeure circumstances which the parties could not foresee upon making the Agreement, avoid, or eliminate by any means (hereinafter – the force majeure circumstances), such as political unrest, strikes, declared and undeclared wars, other armed clashes, fires, floods, other natural disasters. In this case, the time limit for the fulfilment of the parties' obligations shall be extended for as long as the force majeure circumstances persist.

7.2. The party requesting to be exempted from liability shall notify the other party in writing of the force majeure circumstances within 15 (fifteen) calendar days of the occurrence of such circumstances, by providing evidence that it has taken all reasonable precautions and made every effort to diminish costs or adverse consequences, as well as an expected deadline for fulfilling the obligations. Notice is also required when the grounds for default cease to exist. Should a party fail to send a notice on time or inform, it shall compensate the other party for the damage it has incurred as a result of late notice or the absence of any notice.

7.3. If the force majeure circumstances persist for more than 3 (three) months, either party shall have the right to terminate this Agreement unilaterally without going to court, by giving a notice to the other party thereof in writing 7 calendar days in advance. In that case, each party shall return to each other anything it received before the force majeure occurred or reimburse the value in cash if reimbursement in kind is no longer possible.

Article 8. OTHER CONDITIONS

8.1. The goods may be returned only with the consent of the Seller. The Seller shall have the right to refuse to collect the goods without giving any reasons.

8.2. The Parties undertake to protect the confidentiality of knowledge and data about the joint activities (including the terms and conditions of the Agreement) and not to disclose them to any third parties, except as required by law or when reasonably necessary for fulfilling the obligations under this Agreement.

8.3. Obligations, including pecuniary liability, incurred before the expiry of the Agreement, shall remain binding on both parties.

8.4. The Buyer shall immediately, but not later than within 5 (five) calendar days, inform the Seller in writing about any changes in the legal details. Upon failure to do so, the Buyer shall cover any losses incurred by the Seller as a result.

8.5. Any disagreements or disputes between the parties in connection with the Agreement shall be settled by negotiation. Should the parties fail to reach an agreement, any disputes, disagreements, or claims arising from or related to this Agreement, violation, termination, or validity thereof, not solved by agreement between the parties, shall be resolved in courts of Klaipeda city in accordance with the laws of the Republic of Lithuania. The Agreement shall be subject to and construed in accordance with the laws of the Republic of Lithuania.

8.6. Upon the entry of these Conditions into force, any previous agreements (if any) between the Seller and the Buyer shall automatically cease to exist.

8.7. The procedure for processing the Buyer's personal data is described in the Privacy Policy, the current version of which is available on the website www.Alindra.lt.

8.8. The General Conditions of Purchase and Sale shall enter into force upon ordering the Goods or Services (as specified in the paragraphs of this Agreement), or upon signing a deed of delivery and acceptance and/or a VAT invoice and/or a courier's, a carrier's document of delivery by the Buyer. The provision (referred to herein), whichever occurs first, shall apply.

8.9. Should any provision of this Agreement, including these Conditions, be recognised to be invalid or unenforceable in whole or in part by any court, tribunal, or administrative authority of competent jurisdiction, it shall be severed to the extent of its invalidity or unenforceability, and the remaining provisions of this Agreement and the remainder of this provision shall remain in full force and effect.

8.10. The Buyer's rights and obligations under the Agreement may not be transferred or assigned to any third party without a written consent of the Seller.