

ARTIUM ITC OÜ GENERAL TERMS AND CONDITIONS OF SALE

1. NATURE AND SCOPE OF THE TERMS OF SALE

- 1.1. Artium's general terms and conditions of sale apply to the written and oral agreements entered into between Artium ITC OÜ (Klaasi 4, Tartu 50409) and the buyer.
- 1.2. The terms and conditions are designed to simplify and clarify the legal relationship between the seller and the buyer.
- 1.3. The principle "If you do not understand, ask for more detailed information" applies. This means that in case of doubt or misunderstanding, the buyer must ask the seller for information and additional explanations.
- 1.4. The seller has the right to unilaterally change and supplement the terms and conditions by publishing the new terms and conditions on the company's website www.artium.ee. If the customer placed the order before the changes to the terms came into force, the terms and conditions in force at the time of placing the order shall apply to the legal relationship between the buyer and the seller.
- 1.5. The buyer can save, print and, if necessary, reproduce the conditions before making the purchase.
- 1.6. When making a purchase, the customer agrees to the terms and conditions in full.

2. TERMS

Seller - a legal entity ARTIUM ITC OÜ, which sells its goods and services. The seller may be represented by their legal or contractual representative.

Buyer / Customer - a legal or natural person who purchases the products or services of ARTIUM ITC OÜ. The Buyer / Customer may be represented by their legal or contractual representative.

The parties - the seller and the buyer are jointly named, unless there is a need to distinguish between them.

Party - seller or buyer named separately.

Terms of sale - terms drawn up by the seller which simplify and specify the legal relationship between the seller and the buyer.

Goods - various products and services in the seller's assortment. The parties also consider the services provided to be goods.

Order - an order submitted from the buyer to the seller, in which the quantity of the goods and a description of the parameters (dimensions, etc.) are indicated.

Special order - goods that are not in the seller's stock assortment or that are not in the standard size and color.

3. QUALITY

- 3.1. Product samples and descriptions are used to approximate the quality of products. Potential differences between the different producers have to be considered.
- 3.2. Before placing an order, the buyer is obliged to independently read the technical description of the goods, which will be sent to them either as an appendix to the price offer (internet link, in pdf format) or can be found on the website www.artium.ee under product sub-catalogs.
- 3.3. If the buyer discovers upon receipt that the wrong or defective goods have been sent to them, or the goods do not reach them in good condition and in a sealed package, the seller must be notified immediately by a communication with pictures to the e-mail address info@artium.ee.

4. PLACING AND PROCESSING AN ORDER

- 4.1. The buyer submits a corresponding order to the seller to order the goods either by e-mail (the option preferred by the seller) or by telephone.
- 4.2. The exact quantity, type, payment terms, price, dimensions, delivery time and transport of the goods will be agreed separately for each order.
- 4.3. The seller has the right to request a written confirmation of the order from the buyer via e-mail in a format that can be reproduced.
- 4.4. The terms of sale become binding at the moment the customer confirms the order or pays the deposit.
- 4.5. The seller has the right to cancel the order if the buyer does not pay the deposit or if there is a problem in the supply chain.

5. PROCESSING OF THE PERSONAL DATA OF THE BUYER

- 5.1. The seller uses the (personal) data provided by the buyer in accordance with the Personal Data Protection Act and to the extent necessary to fulfill the order submitted by the buyer.
- 5.2. The seller does not transfer the buyer's personal data to third parties, except for the postal or courier service provider to the extent necessary for the delivery of the goods to the buyer.

6. PRICE AND TERMS OF PAYMENT

- 6.1. The minimum purchase amount for customers is 10 euros without VAT.
- 6.2. The price of goods is reflected in the order confirmation and / or sales invoice.
- 6.3. An invoice is considered as having been transmitted even if it has been sent only by e-mail.
- 6.4. The price of the goods and payment terms are agreed upon confirmation of the order.
- 6.5. Unless otherwise agreed, the buyer undertakes:
 - 6.5.1. to pay a deposit under the conditions indicated in the order;
 - 6.5.2. to pay the full cost of the goods, or the remainder of the cost of the goods after deposit, before accepting the goods.

- 6.6. In case of delay in the fulfillment of the financial obligation, the seller has the right to demand a late payment interest of 0.021% of the unpaid amount per day from the buyer.
- 6.7. The buyer can return goods under the following conditions:
 - 6.7.1. Return of warehouse stock. The return of the goods takes place upon agreement. By agreement, the seller may repurchase the goods from a buyer who has an established history of buying warehouse stock from the seller for a long time – at least over the course of 6 months –, within 30 days from the moment of issuing the invoice. The goods in question must be unused. To cover handling costs, 10% of the cost of the sale transaction is deducted from the credit invoice of the buyer for the returned goods.
 - 6.7.2. Return of special order goods. The return of the goods takes place upon agreement. If a buyer returns special order goods, 10% of the cost of the sales transaction and the full cost of transport of returning the goods to the factory will be deducted from the credit invoice of the buyer to cover handling costs.
 - 6.7.3. If the returned goods are subject to passing an expert evaluation, special conditions apply to the return of the goods.

7. DEADLINE FOR DELIVERY

- 7.1. The deadline for delivery is agreed upon between the parties.
- 7.2. If the seller discovers that it is not possible to meet the delivery deadline for reasons beyond their control, they shall inform the buyer thereof no later than 3 days before the delivery deadline and agree on a new delivery time with the buyer.
- 7.3. If the delay of delivery is dependent on the seller, the buyer has the right to demand interest on arrears of 0.021% of the cost of the goods delayed by delivery, provided the delay is not caused by third parties.

8. DELIVERY OF GOODS

- 8.1. The buyer chooses the method and place of delivery of the order.
- 8.2. For goods that cannot be assembled, the seller will refund the prepaid money to the buyer within 14 days at the latest.
- 8.3. The goods are handed over to the buyer from the seller's warehouse after full payment for the goods and, if necessary, after the preparation of the accompanying documents (delivery note, sales invoice or transport delivery note).
- 8.4. The obligations of the seller shall be deemed fulfilled by the preparation of the goods for receipt and notification thereof to the buyer.
- 8.5. The risk of accidental destruction and damage of the goods passes to the buyer from the moment they are delayed in receiving the goods.
- 8.6. If the buyer delays the receipt of goods for more than 3 days, the seller has the right to demand a storage fee of 5 euros for each day of delay, or 20 euros a day if the surface of the packaged goods takes up 1.2 x 0.8 m or more of the floor surface of the warehouse.
- 8.7. Upon receipt of goods, the buyer or their representative must be able to prove that they have the right to accept the goods by giving the order number. The buyer can also provide the carrier's vehicle number.
- 8.8. As a general rule, the goods will be delivered to the seller's warehouse in Tartu, Klaasi 4, from Monday to Friday between 8.30 am and 4.45 pm, unless the parties agree otherwise. The need for storing the goods is specified during the ordering process or when an invoice or notice of availability of the goods is sent to the buyer.
- 8.9. The transport service ordered by the buyer is provided after full payment for the products has been received.

9. RECEIPT OF GOODS FROM A PARCEL STATION

- 9.1. Upon arrival of the goods at the parcel station, the customer receives a notification from a third party via mobile phone. The message contains a unique code for opening the parcel station door. At the time of ordering the goods, the customer is obliged to inform the seller of the mobile phone number to which the door code must be sent for accessing the parcel station.
- 9.2. The seller is not liable for the damage caused to the buyer if, for reasons beyond the control of the seller, third parties have obtained the unique code to the parcel station and the goods have been received by third parties on the basis thereof.

10. COMPLAINTS

- 10.1. The buyer must check the conformity of the goods to the quantity and type upon receipt of the goods, and notify the seller of any non-conformity immediately by e-mail no later than within 5 working days after the delivery of the goods by the seller.
- 10.2. Defects that could not be visually inspected within 5 days of delivery of the goods must be notified to the seller within 30 working days of delivery of the goods at the latest. If the defect is due to poor quality, the defect must be

documented as image material and stored in a reproducible manner. Subsequent claims for deficiencies will not be satisfied.

- 10.3. The seller is not liable for defects caused to the goods due to the actions of a third party or the buyer (e.g. defects caused by incorrect transport, installation, improper use or maintenance, etc.).
- 10.4. The seller is not responsible for any damage or any other consequences arising from incorrect data provided by the buyer during the execution of the order. The seller is also not liable for delays in the delivery of goods if they are caused by circumstances beyond the seller's control.
- 10.5. The seller is not liable for damages caused by improper use of the ordered goods.
- 10.6. When submitting a complaint, the buyer is obliged to describe the non-compliance as accurately as possible and attach photographs.
- 10.7. The seller undertakes to respond to the claim within 10 working days. If the claim is resolved by the manufacturer's factory, the time for responding to the claim may be longer.
- 10.8. In the event of a claim accepted by the seller, the seller undertakes to repair or replace the product or service at their own expense within a reasonable time limit.
- 10.9. In no case shall the total amount of replacements or repairs made by the seller exceed the amount of the specific original transaction relating to the products in question.

11. RESERVATION OF OWNERSHIP

- 11.1. Ownership of the product is transferred from the seller to the buyer after full payment of the price of the product.

12. FINAL PROVISIONS

- 12.1. All differences shall be settled by negotiation between the parties. If no agreement is reached through negotiation, both parties have the right to use all legal remedies arising from the law.
- 12.2. The invalidity of an individual provision of the terms and conditions of sale does not release the parties from the obligation to comply with other clauses of the terms and conditions of sale and does not lead to the invalidity of the terms and conditions of sale.
- 12.3. In order to ensure the effective fulfillment of the terms and conditions of sale, the parties shall co-operate, adhere to the principle of good faith and consider each other's best interests.
- 12.4. Information related to the fulfillment of the terms and conditions of sale shall be provided in a manner that can be reproduced, via e-mail.