

THE GENERAL CONDITIONS OF THE CONTRACT OF SALE OF VIKING WINDOW AS

1. Basic definitions

1.1. These General Conditions of the Contract of Sale („General Conditions“) apply to all contracts of sale, including oral agreements, made in the form of offer and acceptance („Contract“) between Viking Window AS („Seller“) and legal and/or private persons, including consumers („Buyer“) for the purchase of the Products (and Work) manufactured by the Seller. The General Conditions shall form an integral part of the Contract. Matters not regulated in the General Conditions shall be agreed between the Seller and the Buyer in the Contract and the Annexes to the Contract.

1.2. The terms used in the General Conditions and the Contract shall be used within the meaning as follows:

1.2.1. „Products“ – windows, external doors and other products manufactured by the Seller in accordance with standard specifications of the Seller and sold to the Buyer, also replacement products for the parts of the above mentioned Products sold to the Buyer;

1.2.2. „Works“ – installation works of the Products mentioned in the Contract ordered by the Buyer in addition to the Products;

1.2.3. „Deadline for payment“ – the due date of payment for the Products (and Works) by the Buyer determined in the Contract;

1.2.4. „Fine for delay“ – interest payable by the Party in delay with the fulfilment of a financial obligation to the other Party in the amount indicated in the General Conditions for each day delayed;

1.2.5. „Contractual penalty“ – an amount of money the Party not having performed as required or failed to perform the obligations proceeding from the Contract or the General Conditions is obliged to pay to the other Party in cases provided in the General Conditions;

1.2.6. „Consumer“ – a private person who concludes a Contract which does not relate to his/her independent economic or professional activities;

1.2.7. „Warranty“ – the Seller's obligation to eliminate in cases provided in the Warranty Conditions of the Seller during a period of time and on the conditions determined by the Seller defects occurring during normal use of the Products or replace the defective Product

1.2.8. „Party/Parties“ – the Buyer or the Seller/ the Buyer and the Seller.

2. Ordering the Products (and Works)

The Parties shall conclude a Contract for purchase of the Products (and Works), indicating the Products requested by the Buyer and sold by the Seller in the Contract or in an annex to the Contract. For ordering the Works, a relevant note shall be made to the special section of the Contract and the price of the Works and related necessary products and price of these shall be added to the annex to the Contract.

3. The price, payment and the Seller's reservation of ownership

3.1. The Buyer shall pay to the Seller the price for the Products (and Works) indicated in the Contract to which value added tax at the rate provided by law shall be added.

3.2. If the Buyer must make a prepayment for the Products (and Works), the Seller shall be obliged to perform the Contract as from the moment of receiving the prepayment. In case of delay of the prepayment, the Seller is entitled to postpone performance of its contractual obligations by the number of delayed days coupled with additional seven (7) calendar days. The Seller shall have the same right if the obligation of the Buyer to provide a security is stipulated in the Contract, but the Buyer has delayed fulfilment of the mentioned obligation or the security has expired and the Buyer has not replaced it with a trustworthy security corresponding to the requirements.

3.3. The Buyer shall be obliged to pay the amount exceeding the paid prepayment to the Seller by the deadline for payment of the Contract, agreed in the Contract. If non-conformity of the Products to the requirements shall occur, it shall not give to the Buyer a reason for refusal to pay the price of the Contract.

3.4. Until the full payment of the price of the Contract, the Products (and products related to Works) belong to the Seller and the Seller is entitled to reclaim these to its possession upon cancellation of the Contract. Until the full payment of the price, it is forbidden for the Buyer to transfer the possession and ownership of the Products to the third party in any way, unless the Parties have agreed otherwise in the Contract. In case of transfer of possession and ownership of the Products, the Buyer must inform the third party about the Seller's reservation of ownership and guarantee that the third party takes in this respect in front of the Seller the same obligations as the Buyer has. The Buyer hereby assigns possible claims arising from the retransfer of the Products to the Seller as security. Ownership of the Products shall be automatically transferred to the Buyer as from full payment of the price of the Contract.

3.5. In case the Buyer has not paid for the Products but the Products have become a material part of the immovable upon integration with the facility, the Seller shall have the right to require from the Buyer establishment of a mortgage to the Buyer's immovable to which the Products have become a material part, in the amount securing payment of the purchase price. The Buyer undertakes to fulfil this requirement within a reasonable period of time and bear all expenses related to establishment of mortgage.

3.6. In case the Products sold shall be sent at Buyer's request to other location than the place of delivery agreed in the Contract, the related additional costs shall be borne by the Buyer.

4. Quality of the Products (and Work), terms and conditions of delivery and non-conformities in Products

4.1. The Products shall conform to the valid quality requirements and samples of the Seller and to the technical specifications of the Products presented in the annex to the Contract or separately agreed upon by the Parties.

4.2. The Seller ensures conformity of the Products with requirements of the valid standards obligatory for the Products by law and ensures that the Products are marked with conformity markings deriving from obligatory standards, CE markings and other obligatory markings.

4.3. Work shall correspond to the building norms and -standards in force in the Republic of Estonia and to the quality requirements of RYL 2000 class II, if the essence of the Work shall not exclude applying of the quality requirements of RYL 2000 class II.

4.4. The Seller shall not conduct expertise or other analyses to the documentation and/or data provided by the Buyer and it shall be presumed that the order of the Buyer and the documentation has been prepared based on correct measurements and calculations considering all data, circumstances, specific characters of the building, its location and location of the Products in the building, also the law, standards, norms and other requirements in force which could be applicable to building activity or buildings at the location where the Products shall be installed. The Seller shall not be responsible for any mistakes, controversies or defects which may arise from the documentation or data provided by the Buyer (including incorrect measurements, initial data, location of installation of the Products or other). Only in case the Seller finds an obvious and visible mistake, inconsistency or non-compliance in the documents of the Buyer, the Seller shall draw the Buyer's attention to such mistake, inconsistency or non-compliance.

4.5. The Seller undertakes to package the Products for transport in a way normally reasonable for such Products.

4.6. If the Buyer purchases the Products without Works, the Seller shall deliver the Products to the Buyer at the location and on the date agreed in the Contract. The Seller shall notify the Buyer about delivery of the Products by e-mail at least one (1) calendar day in advance.

4.7. If the Buyer purchases the Products from the Seller with Works (or only Works), the Seller shall inform the Buyer about its intention to perform the Works by e-mail at least one (1) calendar day in advance and the Buyer undertakes to enable the Seller to perform the Works at the location and at the time agreed by the Parties. In case the Buyer shall not enable the Seller to perform the Works at a particular time notified by the Seller, then the Seller and the Buyer shall separately agree via e-mail a reasonable time for the Seller to perform the Works. When the Works are completed, the Seller informs the Buyer about its intentions to deliver the Works and the Buyer shall be obliged to come and accept the Works.

4.8. The term of delivery of the Products (and/or Works) to the Buyer may change in accordance with clause 3.2.

4.9. Upon delivery of the Products (and/or the Works) by the Seller to the Buyer, the Buyer undertakes to immediately inspect/have inspected the Products (and/or Works). In case the Buyer has ordered from the Seller only the Products, the Buyer shall have no right to demand from the Seller unpacking of the Products upon delivery. If the Products (and Works) are the same as mentioned in the Contract, the Buyer undertakes to accept these. The Buyer is entitled to refuse to accept the Products (and/or Works) only in case the Products (and/or Works) do not substantially correspond to the requirements provided in clauses 4.1 and 4.3 of the General Conditions.

4.10. In case the Buyer fails to arrive to receive the Products (and/or Works) by the prescribed and notified time and/or refuses from these without having the basis provided for in the Contract, the Seller shall have the right to deem the Products (and/or Works) delivered from the moment of time provided for in the Contract and the Buyer shall be obliged to pay for the Products (and/or Works) according to the Contract. In case the Buyer is a Consumer, the Seller shall inform the Buyer by e-mail or by mail that the delivery of the Products (and/or Works) is deemed to have taken place and gives a reasonable term, at least five (5) working days, for the Buyer's to confirm its declaration of intention.

4.11. The risk of accidental loss of or damage to the Products (and Works) shall be transferred from the Seller to the Buyer when the Products (and Works) have been delivered or deemed to be delivered.

4.12. The observance of the Installation Manual of the Seller is mandatory when the Products are installed by the Buyer. The Buyer shall always be obliged to follow the User and Maintenance Manual and Installation Manual of the Seller when using, possessing and storing the Products (and Works). In case the Buyer resells the Products to the third party, the Buyer shall also be obliged to inform all the persons to whom the Products shall be transferred about the obligation to follow the Installation Manual and the User and Maintenance Manual.

4.13. In case the Buyer detects a non-conformity of the Products (and *de facto* completed Works), the Buyer shall be obliged to inform the Seller within fourteen (14) calendar days of the non-conformity and demand for alignment of the Products (and/or Works) with the Contract. The Buyer is obliged to describe the non-conformity precisely and appropriately. In case the Buyer shall not inform the Seller in timely manner or shall not describe the non-conformity sufficiently, the

Buyer shall lose the right to rely on the non-conformity of the Products (and/or Works) with the Contract. In case of selling to a Consumer, the Buyer who is a Consumer shall be obligated to inform the Seller of the non-conformity of the Products (and/or Works) to the provisions of the Contract within two (2) months after he/she learned about the non-conformity. The Seller shall at all times have the right to replace the non-conforming Products (and/or redo the non-conforming Works) on own account instead of bringing the Products (and/or Works) into accordance with the requirements, and the Buyer undertakes to allow the above mentioned. The Buyer undertakes to return (transfer) to the Seller the ownership of the details which have been dismantled from the site in course of replacement of the Products (and/or redoing of the Works).

4.14. The Buyer shall prove the non-conformity of the Products/part of the Products (and/or Works). In case of selling to a Consumer, the Seller shall be responsible for non-conformity of the Product to the provisions of the Contract which appears within two (2) years from delivery of the Product to the Buyer. Concerning a Buyer who is a Consumer, it shall be presumed that non-conformity of a Product which appeared within six (6) months as from the date of delivery of the Product to the Buyer existed at the time of the delivery, unless such presumption is contrary to the nature of the Product or the non-conformity. After the above mentioned period the Buyer who is a Consumer shall have to provide proof about existence of the non-conformity at the moment of delivery of the Product. In case the Buyer relies on the non-conformity of the Products (and/or Works), the Seller shall have the right to prove the condition of the Products (and/or Works) at the moment of delivery to the Buyer with the Deed of Delivery and Receipt of the Products by which the Products (and/or Works) were delivered to the Buyer.

4.15. The Seller provides for the Products Seller's warranty against defects (Warranty), if providing of the Warranty has been agreed in the Contract and in such case to the extent and in the manner prescribed in the Warranty Conditions of the Seller.

4.16. The Seller is not obliged to render or organize rendering of services related to use, maintenance and repair of the Products.

5. Expiry of the Contract

5.1. The Contract will expire when all the accrued contractual obligations have been fulfilled in full and as required.

5.2. The Party can cancel the Contract if:

5.2.1. The other Party breaches the Contract significantly as a result of which the further performance of the Contract is reasonably unacceptable for the Party cancelling the Contract and the Party in breach has not remedied/finished the breach during the reasonable time given for it;

5.2.2. The other Party repeatedly breaches the Contract.

5.3. The Seller shall have the right to withdraw from the Contract also when the Buyer fails to pay the prepayment for the Products (and/or Works) or other amounts to be paid under the Contract by the due date or does not provide a trustworthy security which corresponds to the requirements for payment for the Products (and/or Works).

5.4. The Buyer shall have the right to withdraw from the Contract also if the delivery of the Products (and/or Works) by the Seller has been delayed for more than one (1) calendar month due to the circumstances depending on the Seller and the lack of the Seller's excusable behaviour is not caused by the Buyer's own act or failure to act.

5.5. Despite the restrictions presented elsewhere in the Contract, the Seller shall always have the right to demand from the Buyer, upon cancellation of the Contract on the basis of clauses 5.2 – 5.3, the full compensation for the costs incurred and the loss of profit suffered in connection with manufacturing of the Products (and performing of Works) as at the moment of withdrawal from the Contract.

6. Liability

6.1. In case the Buyer has delayed payment of the contractual payments, the Seller shall have the right to claim from the Buyer payment of Fine for delay in the amount zero point two per cent (0,2%) per every day in delay from the unpaid amount. In case the Fine for delay in another amount has been agreed in the Contract, the Fine for delay provided in the Contract shall be applied.

6.2. In case the Buyer shall not pay for the Products (and Works) by due date or shall not fulfil in timely manner any other monetary claim of the Seller, the Seller shall have the right for realization of the security provided by the Buyer without submitting a claim for payment against the Buyer before realization of the security.

6.3. In case the Buyer without a reason shall not take delivery of the Products (and/or Works) at the time agreed upon in the Contract, including in case the Seller has deemed the Products (and/or Works) delivered in accordance with the General Conditions, the Seller is entitled to claim from the Buyer Contractual penalty in the amount zero point two per cent (0, 2%) from the amount to be paid according to the Contract per every day in delay, but not more than 25 % from the full amount to be paid pursuant to the Contract. In case the Seller, without a reason caused by the Buyer or a circumstance which is the responsibility of the Buyer (Buyer's delay in taking delivery), shall not deliver the Products to the Buyer for the date as agreed in the Contract, the Buyer shall have the right to claim from the Seller Contractual penalty in the amount zero point two per cent (0, 2%) from the amount to be paid according to the Contract for the Products not delivered per

every day in delay but not more than 25 % from the full amount to be paid for these Products pursuant to the Contract.

6.4. The Party who cancels the Contract based on the clauses 5.2 – 5.4 of the General Conditions, shall have the right to claim from the other Party Contractual penalty which corresponds to ten per cent (10 %) of the full price to be paid for the Products (and Work) in accordance with the Contract.

6.5. In case the Buyer shall not adhere to the obligations and requirements set forth in the clauses 7.4 – 7.5 of the General Conditions, the Buyer shall pay to the Seller Contractual penalty in the amount of six hundred (600) euros per each breach of an obligation/requirement. For continuous breach the Buyer shall pay to the Seller Contractual penalty in the amount of one hundred (100) euros for every day in breach.

6.6. In addition to the Contractual penalty and the Fine for delay the other Party shall have the right to claim from the Party in breach for compensation of loss/damage in the amount that shall not be covered by the Contractual penalty or the Fine for delay. In case of breach of the Contract indirect loss (including loss of profit) shall not be compensated and non-patrimonial damage which could be suffered by a Party or a person who has with a Party a legal relationship related to the Products (and/or Works) shall not be compensated, except if compensation for such damage/loss has particularly been foreseen in the General Conditions.

6.7. The liability of the Seller to the Buyer with respect to any claims is in any case limited to the price of the Contract.

6.8. The Seller shall have the right to set-off the claims concerning Fine for delay, Contractual penalty and claims for damage/loss with the amounts received from the Buyer. The Seller shall have the right to refuse from delivery of the Products and/or performance of Works until all collectable monetary liabilities to the Seller have been settled by the Buyer.

6.9. The Buyer undertakes to perform all necessary and possible by taking the most effective measures to prevent and/or reduce damage to the Buyer, the Seller or the third party.

6.10. The Seller shall not be liable for non-conformity of the Products (and/or Works), if the non-conformity was caused by abnormal use of these contrary to the intended purpose and/or the Seller's Installation Manual and/or the Seller's User and Maintenance Manual, including inaccurate installation, proceeding from actions of the Buyer or the third party, if the Buyer has stored the Products inappropriately or in any other case proceeding from the Buyer. The Seller shall also not be liable for the damage which has been caused in course of transportation or reloading (except in case transportation or reloading was performed by the Seller).

6.11. The Seller shall have the right to suspend performance of Works in case an administrative agency prohibits performance of Works or suspends performance of Works which have already been started, due to breach/possibility of breach of a requirement under public law (i.e. heritage conservation requirements or similar) and in such case the Seller shall not be held liable for non-performance of or delay in Works. The Buyer shall bear all costs and expenses related to prohibition or suspension of Works, pays to the Seller for performed Works in accordance with the price provided in the Contract and compensates to the Seller all costs related to prohibition/suspension and restart of Works.

6.12. The Seller's liability for non-conformity of the Products (and Works) covers only repair or replacement of defective Products (and Works). The Seller shall not be responsible in any case for repair or compensation for damage (including direct or indirect costs and/or loss sustained by/caused to the third party, which accompanies repair or replacement of defective Products or defective parts of the Products (and/or Works), including loss or damage sustained by/caused to the third party.

6.13. The Parties shall be released from liability in case performance of the Contract became impossible due to *Force Majeure*, which shall be defined pursuant to the law in force. The Party who learns about the event of *Force Majeure* shall be obliged to immediately inform the other Party about this. Performance of the Contract shall be postponed for the period of time the *Force Majeure* continues. In case the *Force Majeure* continues with respect to a Party for more than ninety (90) calendar days, then both Parties shall have the right to cancel the Contract without the obligation to compensate to the other Party any loss.

7. Other provisions

7.1. Amendments to the Contract shall be made upon mutual agreement of the Parties, unless otherwise provided in the Contract or in the General Conditions.

7.2. All notices of the Parties concerning the Contract shall be in a format which can be reproduced in writing (i.e. e-mail), except if it has been provided otherwise in the Contract or in the General Conditions. Notices shall be forwarded to the Party to the contacts indicated in the Contract. The Parties undertake to immediately inform the other Party if the contact information has changed. A Party may consider the other Party's contact information accurate until new contact information of the Party has been submitted. A notice sent via post office shall be considered received by the other Party after five (5) calendar days from sending; a notice sent via e-mail shall be considered received by the other Party on the next working day after sending of the e-mail, unless it has been proved that the other Party received the notice earlier.

7.3. The representative of Seller/Buyer for performance of the Contract is authorized to communicate with the other Party, receive from and forward to the other Party notices and information concerning the Contract and perform other

organizational tasks, but the representative shall not have the right to amend or complement the Contract or its Annexes bindingly for the Party. The Contract can be amended and/or supplemented only by a person with a corresponding authorization or legal right of representation.

7.4. The prior written consent of the Seller is required for use of the Seller's business name, trademarks related to the Products and other features being the object of the intellectual property rights of the Seller in the Buyer's name, symbols, websites, advertising or marketing materials or in any other way by the Buyer in the interests of the Buyer or any other third party. In case the Seller has granted relevant consent to the Buyer and the Contract terminates, the Buyer undertakes to immediately stop using the names, symbols, materials etc. which contain or feature the above mentioned in the sentence herein above, and immediately destroy at its own expense the relevant materials, except if the Seller has informed the Buyer before the date of termination of the Contract that the materials should be handed over to the Seller. The Buyer is obliged to follow the above mentioned obligation also in case the Seller at any time during the validity of the Contract requests termination of use or destruction of the information/materials or handing over to the Seller.

7.5. Upon resale of the Products the Buyer shall not be treated as the agent of the Seller and the Buyer shall not have the right to present itself as the authorized distributor/reseller of the Seller or enter into commitments or act in the name of the Seller, except if the Seller has explicitly authorized the Buyer to act in the name of the Seller in writing or in a format which can be reproduced in writing.

7.6. The Seller shall have the right upon written consent of the Buyer to delegate its obligations proceeding from the Contract to the third party, in which case the Seller shall be responsible to the Buyer for fulfilment of the transferred obligations.

7.7. A Party is obliged not to disclose without prior written consent of the other Party to the third party the provisions of the Contract (including annexes to the Contract) and information which has become known in course of conclusion and performance of the Contract, except if disclosing of the information is necessary for fulfilment of the Contract. In the latter case the Party is obliged to ensure that the third party receiving the information shall follow the confidentiality requirements in the same way as the Party is obliged to follow these. The above mentioned shall not be applicable to auditors and attorneys of the Parties, to court or to persons who shall have the right to access information proceeding from law, this shall also not be applicable to persons like the competent employees, the members of management, the shareholders, etc. of the Parties who need to know the contents of the Contract and information about performance of the Contract for fulfilment of their tasks.

7.8. Processing of personal data of the Buyer shall be performed pursuant to the Privacy and Data Processing Conditions of the Seller and the order established by the laws of the Republic of Estonia.

7.9. The Seller shall have the right to use the objects whereto the Products sold to the Buyer have been installed and the Products sold to the Buyer as reference objects for advertising the Seller's activity and products.

7.10. The Seller shall have the right to assign without the Buyer's consent the claims against the Buyer, in full or partly, to any persons, including debt collectors and/or other legal persons dealing with claims.

7.11. In matters not regulated in the Contract and the General Conditions the Parties shall follow the laws of the Republic of Estonia.

7.12. Disputes arising from the Contract shall be resolved by negotiations of the Parties based on the principles of mutual understanding and cooperation. In case negotiations held within a reasonable period shall not be successful, the dispute shall be resolved in the county court as the court of first instance pursuant to the laws of the Republic of Estonia stipulating jurisdiction.

7.13. The General Conditions are enforced as from 01.07.2018.