

TERMS AND CONDITIONS OF SALE

The **Seller** is Nordic Fibreboard Ltd OÜ (registration number 12503545), whereas the **Buyer** is a legal person or a person acting in the course of its business or professional activities who buys or intends to buy **Products** offered by the **Seller**. The **Products** include items produced, marketed, distributed or sold by the **Seller**, including - but not limited to - wood fibre boards, construction and insulation panels, enhanced fibreboards and products, decorative panels, acoustic products, wind barrier boards, underlay boards, industrial boards and other boards, panels, materials and solutions used for construction and/or other industrial purposes.

The **Seller** and the **Buyer** are hereinafter jointly referred to as **Parties** or individually as a **Party**.

1. General provisions

- 1.1. These standard terms and conditions (**Terms and Conditions of Sale** or **TCS**) apply to all offers, quotations, order confirmations, sale and purchase transactions, deliveries and other contractual relationships between the **Seller** and the **Buyer** unless such transactions are covered by a specific written agreement signed or expressly accepted in writing by the **Seller**.
- 1.2. These **TCS** apply only to business-to-business transactions. The **Seller** does not sell under these **TCS** to consumers.
- 1.3. Provided that the **Parties** have entered into a specific written agreement for **Products**, these **TCS** will apply to all aspects not specifically agreed on in such agreement.
- 1.4. In case of conflict between documents, the following order of priority applies: (a) a written framework agreement signed by both **Parties**; (b) the **Seller's** written order confirmation; (c) the **Seller's** written quotation; (d) the applicable Product specification or technical data sheet issued by the **Seller**; (e) these **TCS**; and (f) the **Seller's** price list.
- 1.5. Any general purchase terms, procurement terms, order terms, standard terms, codes of conduct, quality manuals, logistics manuals or similar documents of the **Buyer** are excluded and shall not apply, even if the **Buyer** refers to them in a purchase order, portal, email, procurement system or other document and even if the **Seller** does not expressly object to them.
- 1.6. Any deviation from these **TCS** is valid only if expressly accepted by the **Seller** in writing. Silence, delivery of **Products** or acceptance of payment shall not be deemed acceptance of the **Buyer's** terms.
- 1.7. The **Seller** may update these **TCS** from time to time. The updated **TCS** apply to all quotations, orders and deliveries confirmed after the updated version has been made available to the **Buyer** or published by the **Seller**.

2. Quotations and Product information

- 2.1. Quotations, price lists, brochures, catalogues, samples, websites, technical data, drawings and other Product information are non-binding unless the **Seller** expressly states in writing that they are binding.
- 2.2. A quotation is valid only for the period stated in the quotation. If no validity period is stated, the quotation is valid for 14 calendar days from its issue date.
- 2.3. The **Seller** may withdraw or amend any quotation before the **Buyer's** order has been accepted by the **Seller** in writing.
- 2.4. Information regarding dimensions, density, weight, colour, surface appearance, thermal performance, acoustic performance, moisture behaviour, fire performance, tolerances, packaging, pallet quantities and other Product characteristics is indicative unless expressly confirmed as binding in the **Seller's** order confirmation or Product specification.
- 2.5. **Products** made of natural wood fibre may have normal variations in colour, texture, density, moisture content, surface structure, dimensions and other natural characteristics. Such variations are not defects, provided that the **Products** substantially correspond to the agreed Product specification.
- 2.6. Samples, photos and marketing materials are illustrative and do not constitute a guarantee that delivered **Products** will be identical in appearance, colour, texture or other non-essential characteristics.
- 2.7. The **Buyer** is solely responsible for verifying before placing an order that the **Products** are suitable for the **Buyer's** intended purpose, installation method, end use, construction system, local building regulations, standards, certification requirements and country of destination.
- 2.8. The **Seller** provides Product certificates, declarations, test reports, compliance documents or other documentation only if such documents are mandatory under applicable law or expressly agreed in writing before order confirmation.

3. Placing of orders

- 3.1. The **Buyer** must place Product orders (**Orders**) in writing or electronically in the manner accepted by the **Seller**. **Orders** placed by telephone or other informal means are not binding unless confirmed by the **Seller** in writing.
- 3.2. An **Order** is binding on the **Buyer** when submitted to the **Seller**. The **Seller** is not obliged to accept any **Order**.
- 3.3. A sales contract is concluded only when the **Seller** issues a written order confirmation to the **Buyer**.
- 3.4. The **Buyer** must check the **Seller's** order confirmation immediately upon receipt. Unless the **Buyer** objects in writing within two calendar days from receipt, the order confirmation is deemed fully accepted by the **Buyer**.
- 3.5. **Orders** placed by the **Buyer** and confirmed by the **Seller** may be modified, postponed or cancelled only with the **Seller's** prior written consent. The **Seller** may make such consent conditional upon the **Buyer** reimbursing all costs, losses, production costs, raw material costs, logistics costs, storage costs and other expenses incurred by the **Seller**.
- 3.6. The **Seller** may reject, suspend, postpone or cancel an **Order** or delivery if: (a) the **Buyer** has overdue invoices; (b) the **Buyer** has exceeded its credit limit; (c) the **Seller** has reasonable doubts regarding the **Buyer's** solvency or ability to pay; (d) the **Buyer** has breached any contract with the **Seller**; (e) raw materials, energy, labour, transport capacity or production capacity are unavailable or materially more expensive; (f) performance may expose the **Seller** to sanctions, export control restrictions, credit risk, reputational risk or legal risk; or (g) force majeure or similar circumstances affect performance.

3.7. Forecasts, call-off plans, delivery schedules, annual estimates, volume targets and similar planning information are binding only if expressly confirmed as binding by the **Seller** in writing.

4. Custom Products and special production

- 4.1. Custom **Products** means **Products** manufactured, cut, packed, labelled, treated, coated, developed or otherwise adapted according to the **Buyer's** specific requirements, dimensions, technical parameters, private label, packaging, market requirement or other individual instruction.
- 4.2. **Orders** for Custom **Products** are irrevocable and cannot be cancelled, postponed or reduced without the **Seller's** prior written consent.
- 4.3. By accepting a quotation for Custom **Products**, placing an order for Custom **Products** or approving technical specifications, the **Buyer** undertakes to purchase and pay for the full agreed quantity of such Custom **Products**.
- 4.4. The **Seller** may require full or partial prepayment before procuring materials, starting production or reserving production capacity for Custom **Products**.
- 4.5. If the **Buyer** fails to purchase, collect or pay for Custom **Products**, the **Seller** may require the **Buyer** to reimburse all costs and losses, including raw material costs, production costs, labour costs, testing costs, packaging costs, storage costs, financing costs, disposal costs and lost margin.
- 4.6. The **Seller** may apply quantity tolerances to Custom **Products** and special production. Unless otherwise agreed in writing, the **Seller** may deliver and invoice up to 10% more or less than the ordered quantity due to production, cutting, drying, packaging or logistics requirements.
- 4.7. Special conditions, technical tolerances, warranties, documentation, testing obligations or certification requirements for Custom **Products** apply only if expressly agreed in writing before order confirmation.

5. Prices, taxes and additional costs

- 5.1. Product prices are stated in the **Seller's** quotation, price list or order confirmation.
- 5.2. Unless otherwise expressly stated, all prices are net prices in euros, excluding VAT, taxes, customs duties, import duties, levies, bank fees, insurance, transport, unloading, storage, special packaging, certification, testing, customs clearance and any other additional costs.
- 5.3. The **Buyer** shall pay all taxes, duties, levies, import charges, customs fees, bank charges and other public or private charges related to the purchase, delivery, import, resale or use of the **Products**, except for taxes imposed on the **Seller's** income.
- 5.4. Prices are based on the cost level, raw material prices, energy prices, labour costs, logistics costs, currency rates, taxes and other conditions existing at the date of the quotation or price list.
- 5.5. The **Seller** may alter the price list without notice. If the **Seller** has provided the **Buyer** with a Product price list applicable for a specific period, the **Seller** may still alter the price list by giving at least 30 days' written notice to the **Buyer**.
- 5.6. For confirmed **Orders**, the **Seller** may adjust prices before delivery if, after order confirmation, there is a material increase in raw material costs, energy costs, transport costs, labour costs, taxes, duties, exchange rates or other costs outside the **Seller's** reasonable control.
- 5.7. If the **Buyer** does not accept a justified price adjustment, the **Seller** may cancel the affected **Order** or delivery without liability.
- 5.8. Minimum order quantities, minimum delivery quantities, pallet quantities, full truckload requirements and other order criteria apply as stated in the **Seller's** quotation, price list or order confirmation.

6. Payment terms

- 6.1. Unless the **Seller** has expressly granted credit terms in writing, all **Products** are sold against 100% prepayment.
- 6.2. If credit terms have been granted, the **Buyer** shall pay each invoice by the due date stated on the invoice or in the order confirmation.
- 6.3. Payment is deemed made only when the full amount has been received in cleared funds on the **Seller's** bank account.
- 6.4. The **Buyer** may not withhold, deduct, set off or suspend payment due to alleged defects, complaints, counterclaims or disputes, unless the **Seller** has expressly accepted the claim in writing or the claim has been finally determined by a competent court.
- 6.5. If the **Buyer** fails to pay any amount when due, the **Seller** may, without prejudice to any other rights: (a) charge default interest of 0.05% per calendar day on the overdue amount from the due date until full payment; (b) claim all debt collection costs, legal costs, court fees, enforcement costs and other recovery costs; (c) suspend further deliveries and production; (d) cancel confirmed **Orders**; (e) require advance payment for all future **Orders**; (f) withdraw granted credit terms and reduce or cancel the **Buyer's** credit limit; (g) demand immediate payment of all outstanding invoices, whether due or not; and (h) exercise retention of title rights and other remedies available under applicable law.
- 6.6. Any partial payment is first applied to costs, then to default interest and only thereafter to the principal debt, unless the **Seller** decides otherwise.
- 6.7. The **Seller** may at any time require advance payment, bank guarantee, parent company guarantee, credit insurance confirmation or other security acceptable to the **Seller**.
- 6.8. The **Seller** may assign, pledge or transfer its receivables from the **Buyer** to a bank, factoring company, credit insurer, financing partner or third party without the **Buyer's** consent. The **Buyer** shall provide all confirmations reasonably required for such assignment, pledge or transfer.

7. Delivery Terms, Incoterms and risk transfer

- 7.1. The **Seller** sets out the **Delivery Terms** and the delivery date on the **Order** confirmation.
- 7.2. The **Products** will be delivered in line with the **Delivery Terms** communicated by the **Seller** to the **Buyer** upon confirming the **Order**.

- 7.3. Unless otherwise agreed in writing, **Products** are delivered EXW Incoterms 2020, **Seller's** premises at Rääma 31, 80044 Pärnu, Estonia.
- 7.4. Incoterms 2020 apply to the interpretation of the agreed delivery term, unless expressly agreed otherwise in writing.
- 7.5. Delivery dates and delivery times are estimates unless the **Seller** expressly confirms in writing that a delivery date is fixed and binding.
- 7.6. The **Seller** may make partial deliveries and issue separate invoices for partial deliveries.
- 7.7. The **Seller** is not liable for delay caused by the **Buyer**, carriers, customs, shortage of transport capacity, shortage of raw materials, production disruptions, energy restrictions, force majeure, third-party failures or any other circumstances outside the **Seller's** reasonable control.
- 7.8. If delivery is delayed for reasons attributable to the **Buyer**, the **Seller** may invoice the **Products** as if they had been delivered on the agreed delivery date.
- 7.9. In EXW deliveries, the **Buyer** is responsible for arranging transport, loading risk, export procedures, import procedures, customs clearance, insurance and all costs and risks from the moment the **Products** are placed at the **Buyer's** disposal at the **Seller's** premises.
- 7.10. If the **Seller** assists with loading, arranging transport, preparing export documents or communicating with carriers in an EXW delivery, such assistance is provided at the **Buyer's** risk and cost and does not change the agreed Incoterms delivery term.
- 7.11. The risk of loss, damage, theft, deterioration or delay passes to the **Buyer** in accordance with the agreed Incoterms delivery term. If no Incoterms delivery term is agreed, risk passes when the **Products** are made available to the **Buyer** at the **Seller's** premises.
- 7.12. The **Buyer** shall ensure that the collecting vehicle is suitable, clean, dry, safe and compliant with loading requirements. The **Seller** may refuse loading if the vehicle is unsuitable or unsafe.
- 7.13. The **Buyer** is responsible for securing the load, load distribution, axle weight, transport permits and compliance with road safety and transport regulations, unless mandatory law provides otherwise.
- 7.14. If the **Buyer** fails to collect the **Products** on the agreed delivery date, the **Buyer** shall pay a storage fee to the **Seller** amounting to 0.2% of the net value of the uncollected **Products** per calendar day, but not less than EUR 50 per pallet or EUR 250 per delivery per started week, plus any additional actual costs incurred by the **Seller**.
- 7.15. If the **Buyer** does not collect the **Products** within 30 calendar days from the agreed delivery date, the **Seller** may, at its own discretion: (a) continue storage at the **Buyer's** cost and risk; (b) deliver the **Products** to a warehouse at the **Buyer's** cost and risk; (c) sell the **Products** to a third party; (d) recycle, dispose of or otherwise deal with the **Products**; or (e) cancel the **Order** and claim damages.
- 7.16. For Custom **Products** or **Products** not reasonably resalable to third parties, the **Buyer** remains liable for the full purchase price and all related costs even if the **Products** are recycled, disposed of or otherwise dealt with by the **Seller**.

8. Retention of title

- 8.1. Ownership of the **Products** remains with the **Seller** until the **Buyer** has paid in full all amounts owed to the **Seller** under the relevant **Order** and all other outstanding amounts owed to the **Seller**, including purchase price, VAT, default interest, storage fees, collection costs and other charges.
- 8.2. Risk passes to the **Buyer** in accordance with Section 7, regardless of retention of title.
- 8.3. Until ownership has passed to the **Buyer**, the **Buyer** shall: (a) keep the **Products** identifiable as the **Seller's** property; (b) store the **Products** separately or in a way that allows identification; (c) keep the **Products** in good condition and insured against normal commercial risks; (d) not pledge, mortgage, encumber, transfer by way of security or otherwise grant third-party rights over the **Products**; and (e) immediately inform the **Seller** of any seizure, enforcement, insolvency risk or third-party claim affecting the **Products**.
- 8.4. The **Buyer** may resell **Products** subject to retention of title only in the ordinary course of business and only if the **Buyer** is not in payment default. The **Seller** may revoke this resale permission at any time if the **Buyer** is in breach or if the **Seller** has reasonable concerns regarding payment.
- 8.5. To the maximum extent permitted by applicable law, the **Buyer** assigns to the **Seller** all receivables arising from resale of **Products** subject to retention of title as security for the **Buyer's** payment obligations. The **Buyer** shall take all steps required to make such assignment effective if requested by the **Seller**.
- 8.6. If the **Buyer** processes, mixes, installs, combines or transforms **Products** before full payment, the **Seller** retains security rights to the maximum extent permitted by applicable law in the processed, mixed, installed, combined or transformed goods and in the proceeds arising from them.
- 8.7. If the **Buyer** fails to pay when due, the **Seller** may withdraw from the relevant contract and require return of **Products** subject to retention of title. The **Buyer** shall provide immediate access to the **Products** and bear all costs of collection, dismantling, transport and resale.
- 8.8. The **Buyer** shall assist the **Seller** in registering, perfecting or enforcing retention of title or equivalent security rights in the country where the **Products** are located if such action is required or advisable.

9. Storage, handling and installation of Products

- 9.1. The **Buyer** is responsible for correct unloading, storage, handling, acclimatisation, processing, installation and use of the **Products** after risk has passed to the **Buyer**.
- 9.2. **Products** must be stored in a dry, clean, level, adequately ventilated and weather-protected area, protected from direct sunlight, moisture, water, condensation, dirt, impact, deformation, scratching, cracking, contamination and other external factors.
- 9.3. **Products** must be placed on a dry, solid and even surface to avoid bending, deformation, warping and other damage.

- 9.4. Free circulation of air between **Products** must be ensured where required. If condensation forms inside the packaging, the packaging must be opened to allow ventilation and drying.
- 9.5. **Products** must not be stored directly on the ground, outdoors, in wet rooms, in unventilated areas or in conditions where humidity, temperature or moisture may damage the **Products**.
- 9.6. The moisture content and dimensions of wood fibre **Products** may change depending on ambient humidity and temperature. Such behaviour is normal for **Products** made from natural materials.
- 9.7. Before installation, **Products** must be acclimatised in dry and weather-protected conditions according to installation conditions and applicable instructions. Unless otherwise specified, construction **Products** should be acclimatised for 1-3 days before installation.
- 9.8. The **Buyer** shall ensure that all persons handling, cutting, processing or installing the **Products** use appropriate personal protective equipment, safety measures, tools and professional methods.
- 9.9. The **Buyer** shall follow the **Seller's** Product instructions, installation instructions, technical data sheets, safety instructions, applicable standards and local regulations.
- 9.10. The **Seller** is not liable for defects, damage, loss or reduced performance caused by incorrect transport, unloading, storage, handling, ventilation, acclimatisation, cutting, processing, installation, maintenance, use or exposure to unsuitable environmental conditions.

10. Inspection and complaints

- 10.1. The **Buyer** shall inspect the **Products** immediately upon delivery or collection.
- 10.2. Visible transport damage, missing pallets, broken packaging or other visible delivery issues must be recorded on the transport document, CMR, delivery note or carrier's receipt at the time of delivery. If such issues are not recorded at delivery, the **Seller** may reject the claim.
- 10.3. Complaints regarding quantity, wrong Product type, visible defects, visible damage or packaging damage must be submitted in writing within three business days from delivery or collection.
- 10.4. Complaints regarding hidden defects must be submitted in writing within seven calendar days from the date when the **Buyer** discovered or should reasonably have discovered the defect.
- 10.5. In any case, complaints must be submitted before the **Products** are cut, processed, installed, resold or otherwise used. If the **Buyer** cuts, processes, installs, resells or uses **Products** after discovering or being able to discover a defect, the **Buyer** is deemed to have accepted the **Products** and waives all related claims to the maximum extent permitted by law.
- 10.6. The **Buyer** must describe the alleged defect in sufficient detail and provide all evidence reasonably required by the **Seller**, including: (a) order confirmation number and invoice number; (b) Product name, thickness, dimensions and quantity affected; (c) pallet numbers, batch numbers, labels and production markings; (d) photos and videos of the alleged defect; (e) photos of packaging, pallets and storage conditions; (f) transport documents and delivery notes; (g) description of unloading, storage, acclimatisation, handling and installation conditions; and (h) samples, if requested by the **Seller**.
- 10.7. Complaints must be sent electronically to the **Seller's** email address specified by the **Seller** from time to time. Unless otherwise notified, complaints must be sent to info@nordicfibreboard.com.
- 10.8. The **Buyer** shall keep the allegedly defective **Products** available for inspection by the **Seller**, the carrier, the insurer or an expert appointed by the **Seller**. The **Buyer** shall not destroy, move, repair, process, sell or use the **Products** without the **Seller's** prior written consent.
- 10.9. If safe and reasonable access is not provided for inspection, the **Seller** may reject the complaint.
- 10.10. Filing a complaint does not release the **Buyer** from its obligation to pay invoices when due.
- 10.11. If a complaint is unfounded or caused by circumstances not attributable to the **Seller**, the **Buyer** shall reimburse the **Seller** for inspection costs, expert costs, travel costs, laboratory costs, transport costs and other costs related to handling the complaint.
- 10.12. The **Seller** gives no commercial warranty unless a separate written warranty document has been issued by the **Seller**. Any statutory liability applies only to the extent it cannot be lawfully excluded or limited.

11. Non-conformity and remedies

- 11.1. The **Seller** ensures that **Products** meet the standards applicable in the country of manufacture as well as the agreed Product specification.
- 11.2. The **Buyer** undertakes to use the **Products** according to the standards, rules and other provisions applicable in the country of destination and in line with the intended purpose of the **Products**.
- 11.3. The **Seller** is liable only for non-conformity that existed at the time risk passed to the **Buyer** and only to the extent provided in these TCS and applicable mandatory law.
- 11.4. The **Seller** is not liable for non-conformity, defects, damage or loss caused by: (a) normal characteristics or natural variations of wood fibre **Products**; (b) normal wear and tear; (c) incorrect or unsuitable transport after risk transfer; (d) incorrect unloading, storage, handling, ventilation, acclimatisation, processing, installation, maintenance or use; (e) exposure to moisture, water, condensation, direct sunlight, unsuitable temperature, excessive humidity, chemicals, contamination or mechanical damage; (f) use for an unintended purpose or in an unsuitable construction system; (g) non-compliance with local building rules, fire rules, acoustic rules, moisture rules or other regulations; (h) modifications, coating, treatment, cutting or processing not approved by the **Seller**; (i) installation by persons lacking sufficient competence or qualification; (j) information, drawings, designs, specifications or instructions provided by the **Buyer** or a third party; (k) defects that the **Buyer** knew or should have known at the time of purchase, delivery, processing or installation; or (l) circumstances arising after risk has passed to the **Buyer**.
- 11.5. If the **Seller** accepts that **Products** are non-conforming, the **Seller** may, at its sole discretion: (a) repair the non-conforming **Products**; (b) replace the non-conforming **Products**; (c) supply missing quantity; (d) grant a reasonable price reduction; or (e) refund the purchase price of the non-conforming **Products** against return of the **Products**.

- 11.6. The **Seller** may choose the remedy that is commercially reasonable and proportionate, taking into account the nature of the non-conformity, Product value, availability of replacement **Products**, logistics costs and overall circumstances.
- 11.7. The **Buyer** may not repair, replace, return, dispose of or purchase substitute products at the **Seller's** cost without the **Seller's** prior written consent.
- 11.8. If **Products** are replaced, ownership of the replaced **Products** transfers back to the **Seller**. The **Buyer** shall return the replaced **Products** to the location specified by the **Seller** or make them available for collection.
- 11.9. The **Seller** is not liable for installation costs, removal costs, dismantling costs, reinstallation costs, construction delay costs, project delay costs, sorting costs, production line stoppage costs, recall costs, third-party claims, contractual penalties charged to the **Buyer**, loss of profit, loss of revenue, loss of use, loss of business, loss of goodwill, loss of opportunity or any indirect, consequential or special damages.
- 11.10. The **Seller** is not liable for **Products** to the extent that the alleged loss could have been avoided by timely inspection, proper storage, stopping installation, separating affected **Products**, notifying the **Seller** immediately or taking reasonable mitigation measures.

12. Limitation of liability

- 12.1. To the maximum extent permitted by applicable law, the **Seller's** total aggregate liability arising out of or in connection with any **Order**, delivery, Product, defect, delay, breach of contract or other claim is limited to the net purchase price of the specific **Products** giving rise to the claim.
- 12.2. In no event shall the **Seller's** liability exceed the amount actually paid by the **Buyer** to the **Seller** for the affected **Products**.
- 12.3. The **Seller** is not liable for indirect, consequential, incidental, punitive, special or non-material damages, including loss of profit, loss of revenue, loss of production, loss of contracts, business interruption, loss of goodwill, loss of opportunity, financing costs, recall costs, third-party penalties or claims, or project delay costs.
- 12.4. The limitations of liability apply regardless of the legal basis of the claim, including contract, tort, statutory liability, indemnity, restitution or otherwise.
- 12.5. Nothing in these **TCS** excludes or limits liability to the extent such exclusion or limitation is prohibited by mandatory applicable law, including liability for intentional breach or gross negligence where such liability cannot be excluded.

13. Withdrawal from contract of sale and returns

- 13.1. The **Buyer** may withdraw from the contract of sale only if the non-conformity is material and the **Seller** has not remedied the non-conformity within a reasonable time after receiving a valid complaint in accordance with these **TCS**.
- 13.2. In the event of withdrawal, the **Parties** will reciprocally return what they have received under the contract: the **Buyer** will return the purchased **Products** to the **Seller** whereas the **Seller** will return the money that the **Buyer** paid for the non-conforming **Products**.
- 13.3. The **Buyer** will return the **Products** to Rääma 31, 80044 Pärnu, Estonia, unless the **Seller** specifies another return location in writing.
- 13.4. The **Seller** will return the money paid for the **Products** using the same payment method that the **Buyer** used, unless otherwise agreed in writing.
- 13.5. **Products** must be returned to the **Seller** in their original packaging, without traces of use, dry, clean, undamaged and in their original configuration. Damaged **Products**, used **Products**, processed **Products**, installed **Products** and **Products** not suitable for resale will not be taken back and the amount paid for them will not be reimbursed, unless mandatory law provides otherwise.
- 13.6. **Products** may be returned only with the **Seller's** prior written consent.
- 13.7. Custom **Products**, special production, opened packages, damaged **Products**, **Products** exposed to unsuitable storage conditions and **Products** no longer included in the **Seller's** standard product range cannot be returned.
- 13.8. If the **Seller** agrees to a return not caused by the **Seller's** accepted non-conformity, the **Buyer** shall bear all transport, handling, inspection and repackaging costs. The **Seller** may charge a restocking fee of at least 20% of the net Product value.

14. Compliance, export and sanctions

- 14.1. The **Buyer** shall comply with all applicable laws, regulations, standards, sanctions, export control rules, import rules, customs rules, anti-bribery laws, anti-money laundering laws, competition laws and other mandatory requirements applicable to the purchase, transport, import, resale, installation and use of the **Products**.
- 14.2. The **Buyer** confirms that neither the **Buyer** nor, to the **Buyer's** knowledge, its owners, directors, officers, affiliates, customers or end users are subject to sanctions or restrictive measures imposed by the European Union, United Nations, United States, United Kingdom or any other relevant authority.
- 14.3. The **Buyer** shall not directly or indirectly sell, export, re-export, supply, transfer, make available or use the **Products** in breach of any sanctions, export control rules or trade restrictions.
- 14.4. The **Buyer** shall not sell, export, re-export, supply, transfer or make the **Products** available to Russia, Belarus or any sanctioned country, sanctioned person, sanctioned entity or prohibited end user, unless expressly permitted by applicable law and approved by the **Seller** in writing.
- 14.5. The **Seller** may refuse, suspend or cancel any **Order** or delivery immediately and without liability if the **Seller** reasonably believes that performance may breach sanctions, export control rules, trade restrictions or compliance obligations.
- 14.6. The **Buyer** shall indemnify and hold the **Seller** harmless from all claims, fines, penalties, losses, costs and damages arising from the **Buyer's** breach of this Section.

15. Confidentiality

- 15.1. The **Parties** will not - without prior written consent of the other **Party** - disclose information obtained from the other **Party** in connection with the **TCS**, quotations, **Orders**, **Delivery Terms** or **Products** unless otherwise stipulated by legal provisions or a court order, or where the receiving **Party** can prove that such information was known to it previously or was publicly available.
- 15.2. Confidential information includes any non-public commercial, technical, financial, operational, legal and business information related to the **Parties**, **Products**, prices, discounts, volumes, specifications, **TCS**, **Delivery Terms** or other conditions relating to **Orders** placed by or collaboration between the **Parties**.
- 15.3. Disclosure of information to employees, auditors, insurers, banks, financing partners, professional advisers or subcontractors will not be deemed to violate confidentiality provided that such persons need to know the information and are bound by confidentiality obligations.
- 15.4. Confidentiality obligations do not apply to information that is publicly available without breach, already lawfully known to the receiving **Party**, independently developed without use of confidential information, or required to be disclosed by law, court order or authority.
- 15.5. The confidentiality obligation remains valid for five years after the last delivery, unless the information qualifies as a trade secret, in which case it remains confidential for as long as it remains a trade secret.

16. Intellectual property and product information

- 16.1. All intellectual property of the **Seller** - including copyright, trademarks, trade names, logos, patents, designs, business secrets, know-how, technical documents, Product and manufacturing specifications, manufacturing data, test results, marketing materials or any rights or licences relating to the aforesaid that are used for selling or marketing the **Products** - belong exclusively to the **Seller** or its licensors.
- 16.2. The **Buyer** receives no intellectual property rights except the limited right to resell **Products** purchased from the **Seller** in accordance with these **TCS**.
- 16.3. The **Buyer** may use the **Seller's** Product names, trademarks, logos, photos, brochures, technical data, certificates or marketing materials only with the **Seller's** prior written consent and only in the manner approved by the **Seller**.
- 16.4. The **Buyer** may not modify the **Seller's** trademarks, logos, Product information, certificates, technical data or marketing materials without the **Seller's** prior written consent.
- 16.5. The **Buyer** shall not make misleading claims about the **Products**, their origin, characteristics, certification, performance, sustainability, fire performance, acoustic performance, moisture behaviour or intended use.
- 16.6. The **Seller** may request the **Buyer** to correct or remove any incorrect, misleading, unauthorised or outdated Product information immediately.
- 16.7. The **Seller** may take photos or make other recordings of the **Products** prior to, during or after their installation or request such photos or recordings from the **Buyer**. Subject to a written agreement between the **Parties**, the **Seller** may use the said photos and recordings for its marketing activities.
- 16.8. Unless the **Buyer** objects in writing before delivery, the **Seller** may refer to the **Buyer** as a customer and may use general, non-confidential information regarding supplied **Products** for marketing and reference purposes. Project-specific photos, case studies or detailed references require separate written agreement.

17. Force majeure

- 17.1. The **Seller** is not liable for delay, non-performance or improper performance caused by circumstances beyond the **Seller's** reasonable control.
- 17.2. Force majeure includes, without limitation, fire, flood, storm, extreme weather, natural disaster, war, armed conflict, terrorism, civil unrest, strike, lockout, labour shortage, epidemic, pandemic, government restriction, sanctions, export or import restriction, shortage or interruption of raw materials, shortage or interruption of energy, machinery breakdown, production disruption, cyberattack, IT failure, transport disruption, port congestion, shortage of containers or trucks, carrier failure, supplier failure, accident, explosion, environmental incident or any other comparable circumstance.
- 17.3. The **Seller** may suspend performance for the duration of the force majeure event and for a reasonable recovery period thereafter.
- 17.4. If force majeure continues for more than 60 calendar days, the **Seller** may cancel the affected **Order** or delivery without liability.
- 17.5. The **Seller** is not liable for direct or indirect damages, costs, penalties or losses caused by force majeure.

18. Withdrawal, cancellation and termination by the Seller

- 18.1. The **Seller** may withdraw from a sales contract, cancel an **Order** or terminate cooperation with immediate effect if: (a) the **Buyer** fails to pay on time; (b) the **Buyer** breaches these **TCS** or any agreement with the **Seller**; (c) the **Buyer** becomes insolvent, files for restructuring, bankruptcy or liquidation, or is subject to enforcement proceedings; (d) the **Buyer's** creditworthiness materially deteriorates; (e) the **Buyer** provides false or misleading information; (f) the **Buyer** breaches sanctions, export control, anti-bribery, confidentiality or intellectual property obligations; or (g) performance becomes impossible, unlawful, commercially unreasonable or materially more burdensome due to circumstances outside the **Seller's** reasonable control.
- 18.2. Withdrawal, cancellation or termination by the **Seller** does not affect the **Buyer's** obligation to pay amounts already due or to compensate the **Seller** for costs, losses and damages.

19. Data, documents and electronic communication

- 19.1. **Orders**, order confirmations, invoices, delivery documents, notices and other communication may be issued electronically.
- 19.2. The **Buyer** is responsible for ensuring that email addresses, procurement portals, invoice channels and contact persons provided to the **Seller** are accurate and monitored.

19.3. A notice sent by email is deemed received on the next business day after sending, unless the sender receives an automatic delivery failure notification.

19.4. The **Buyer** shall immediately inform the **Seller** of any changes in company details, VAT number, billing details, delivery addresses, contact persons, ownership, solvency or other relevant circumstances.

20. Dispute settlement

20.1. The **Buyer** and the **Seller** aim to settle any disputes by way of negotiations.

20.2. These **TCS** and all contracts between the **Seller** and the **Buyer** are governed by the laws of the Republic of Estonia.

20.3. Failing an agreement, said disputes will be settled in the Harju County Court in Estonia in accordance with the legislation of the Republic of Estonia. The working language of proceedings shall be Estonian, unless the court determines otherwise.

20.4. Notwithstanding Section 20.3, the **Seller** may bring claims for unpaid invoices, debt collection, enforcement of retention of title, interim measures or protection of its rights in any competent court or authority in the **Buyer's** country, the country where the **Products** are located, or any other relevant jurisdiction.

20.5. The United Nations Convention on Contracts for the International Sale of Goods (CISG) adopted in 1980 will not be applicable.

21. Final provisions

21.1. If any provision of these **TCS** is or becomes invalid, unlawful or unenforceable, the remaining provisions remain valid. The invalid provision shall be replaced by a valid provision that comes as close as possible to the commercial and legal purpose of the original provision.

21.2. Failure or delay by the **Seller** to exercise any right does not constitute waiver of that right.

21.3. The **Buyer** may not assign or transfer any rights or obligations under any contract with the **Seller** without the **Seller's** prior written consent.

21.4. The **Seller** may assign or transfer its rights and obligations to an affiliated company, successor, buyer of business, financing partner, insurer, factoring company or other third party without the **Buyer's** consent.

21.5. The English version of these **TCS** prevails over any translation, unless the **Seller** expressly confirms in writing that another language version prevails.

These TCS will apply to all Products and deliveries of Nordic Fibreboard Ltd OÜ as from 1 March 2025.