

**THERMORY AS**  
**GENERAL TERMS AND CONDITIONS OF SALE**

1. **Scope of application.** These General Terms and Conditions of Sale (the “Terms”) apply to all agreements by which Thermory AS (the “Seller”) sells its goods (the “Products”) to any purchaser (the “Buyer”), irrespective of the way in which the sales agreement (the “Contract”) is concluded, and cover the entire Product range of the Seller. Making a purchase or placing an order for the Products implies the complete and unreserved adherence to these Terms. Different or additional provisions, including the Buyer’s general terms of business, shall apply only if agreed in writing by the Seller and the Buyer (the “Parties” or the “Party” respectively) in each individual case.
  
2. **Products**
  - 2.1. Products. The Products include a) thermo-treated wood products and painted products including terrace decking, external cladding, and frame structure; b) sauna boards and other boards for interior use, various mouldings, door and window frames; c) various saunas, including infrared saunas, steam saunas, traditional saunas, hot tubs and sauna accessories, including platform modules, sauna doors, light covers, headrests, special shaped elements, and d) all other products manufactured and sold to the Buyers by or on behalf of the Seller. The Products are either standard sale Products (the “Standard Products”) or specifically manufactured for an individual Buyer, including custom made saunas, special profile products, etc. (the “Custom Products”).
  - 2.2. Product catalogue. The list of Standard Products produced and sold by the Seller is available on the website of the Seller, in the price list or Product catalogue (“the Catalogue”) which is made available to the Buyer on request. The Seller is entitled to make changes to the range of Products at any time upon its sole discretion. Only the currently effective list of Products is valid and can be relied on for placing orders.
  - 2.3. Quality and completeness of set. The Seller warrants that the quality of the Products corresponds to the Seller’s quality standards and that the completeness of set of the Products corresponds to the Product specification currently in force. The Seller maintains the right to make changes to Product specifications, provided that these changes do not affect the functionality of the Product.
  
3. **Ordering**
  - 3.1. Standard Products. The Buyer may order Standard Products in written form by fax or e-mail. The Buyer shall indicate the expected place of destination of the goods and the expected time of delivery.
  - 3.2. Custom Products. For the supply of Custom Products, the Buyer shall request a quotation from the Seller. A quotation made by the Seller shall be valid for (30) thirty calendar days unless indicated otherwise in the quotation. Acceptance of the quotation by the Buyer constitutes an order for the respective Custom Products.
  - 3.3. Confirmation of orders. The Contract for the sale of Products is concluded when the Seller confirms the order. The Seller shall confirm or refuse to confirm an order within seven (7) calendar days. In the order confirmation the Seller specifies the terms of delivery of the goods. If the order confirmation contains modifications or additional terms compared to the order or quotation, the contract of sale is considered to be definitely concluded if, after receiving the order confirmation, the Buyer does not state within five (5) calendar days that it does not accept the modified or additional terms offered by the Seller.

#### **4. Prices and payment**

- 4.1. Prices. Prices of Standard Products are based on the price list prevailing at the time of conclusion of the contract of sale. Price lists are market specific and the prices may vary for different countries, territories or customer types. The Seller is entitled to change the prices at any time upon its sole discretion. In case the Buyer has previously been provided with a price list, the Seller undertakes to notify the Buyer at least one (1) month in advance of any changes in the prices. Prices of Custom Products are specified in the respective quotation issued by the Seller. Unless indicated otherwise in the price list or quotation, the prices include the costs of packaging but are exclusive of the costs of freight and insurance of the goods for transit, value added tax, duties and other customs clearing expenses.
- 4.2. Terms of payment. Payment for the Products shall be made either as prepayment or within the term agreed. For Custom Products whose price exceeds €10,000 (ten thousand euros) the Buyer is required to make a prepayment of 50% of the price before the manufacture of the Products begins and the rest of the purchase price must be paid when the Products are completed but before they are loaded for transport unless the Parties have agreed otherwise. Payments shall be made by a bank transfer to the bank account indicated by the Seller. The Buyer shall cover the relevant bank charges. Payments are deemed to have been effected when the relevant sum is received on the Seller's bank account.
- 4.3. Delayed payments. Upon failure of the Buyer to make a payment on time, the Seller is entitled to demand late payment interest in the amount of 0.1% of the delayed payment per each day of delay. In case the Buyer fails to make a timely prepayment and exceeds the due date by more than 7 days, the Seller is entitled to suspend or cancel the respective order.
- 4.4. Unilateral deductions. The Buyer is neither allowed to make any unilateral deductions from the amounts on the invoice nor to set off against the claim of the Seller any of its own alleged claims, without the prior written consent of the Seller.

#### **5. Delivery**

- 5.1. Delivery terms. Unless otherwise indicated in the price list, quotation or order confirmation or separately agreed by the Parties in writing or in a form which can be reproduced in writing, delivery of the Products is FCA, Reola or Loo, Estonia or FCA, Teuva, Finland (Incoterms 2010).
  - 5.2. Term of delivery. The standard periods of delivery of the Products are indicated in the price list or the quotation. The term of delivery for a specific order is specified by the Seller in the order confirmation. The term of delivery starts from the day when the Seller confirms the Buyer's order but not before the Seller receives the required prepayment. For Custom Products the term of delivery shall not begin before all technical issues relevant for manufacturing the Products or for processing the order have been resolved between the Parties. The term of delivery is extended by an appropriate period of time if the Buyer's subsequent changes to the relevant information or documentation cause a delay in manufacturing the Products.
  - 5.3. Time of delivery. If the Parties have agreed on a delivery organised by the Seller, the Seller shall give the Buyer reasonable advance notice of the exact time of delivery.
  - 5.4. Failure to take delivery. The Buyer must take delivery of the goods at the time and place determined in accordance with these Terms. In case the Buyer refuses to take delivery of the goods or is in delay with taking delivery, the Seller is entitled to demand contractual penalty in the amount of 0.1% of the price of the respective goods per day. The Buyer must also compensate any costs and damages that the Seller incurs due to the Buyer's failure to take delivery, including costs of storage of the goods.
- 6. Retention of title.** Until the Seller receives the full purchase price, the Seller retains the legal property in the goods. During this time, the Buyer may resell the goods only as an agent of the Seller and only in the ordinary course of business to a bona fide purchaser.

## **7. Inspection and notification**

- 7.1. Inspection. After delivery of the Products, the Buyer must inspect the goods or cause them to be inspected immediately. The inspection must include checking the quantity and quality of the Products and whether they correspond to the accompanying documents. The Buyer must also check the Products for any external damage, including damage to the packaging.
- 7.2. Notification of non-conformity. In case the nomenclature, quantities or quality of the delivered Products do not correspond to the order confirmation, or the Products or their packaging have been damaged, the Buyer must inform the Seller immediately, but not later than within seven (7) calendar days from the day when the non-conformity was discovered or ought to have been discovered. The Buyer must describe the non-conformity and, if practicable, provide photos or other evidence.
- 7.3. Consequences of failure to inspect and notify. The Buyer loses the right to rely on any problems with the quantity or quality of the Products if the Buyer has failed to perform a timely inspection and the non-conformity would have been noticeable on a reasonable inspection or if the Buyer does not notify the Seller of the non-conformity within the required time period.

## **8. Settling of complaints**

- 8.1. Complaints by the Buyer. All complaints by the Buyer concerning the quality of the Products shall be settled pursuant to the Seller's standard procedure, which is described in the Document: Thermory AS Warranty Conditions and Complaints Procedure. Contact the seller for more details.
- 8.2. Complaints by sub-purchasers. Any complaints concerning the Products, which the Buyer receives from persons to whom the Buyer has resold the Products, will be dealt with and settled by the Buyer. If the complaint concerns a manufacturing defect for which the Seller is liable, the Buyer shall inform the Seller of the complaint within seven (7) calendar days from receiving it. Such complaints will be settled pursuant to an individual agreement of the Parties in accordance with the Seller's standard complaints procedure. The Seller will not reimburse any additional costs of the Buyer or sub-purchaser (including costs of carriage), unless otherwise agreed by the Parties before such expenses are incurred.

9. **Warranty**. The Seller provides warranty for the Products on its regular warranty conditions. These conditions may vary depending on the type of Product. Contact the seller for more details.

10. **Confidentiality**. The Parties shall not disclose without the other Party's prior written consent any information which is received from the other Party in connection with the sale and supply of Products, unless otherwise required by law or judicial order, or if the receiving Party can prove that such information has been known to it prior to receipt. In particular, the product information, prices and other terms and conditions of individual orders shall remain confidential. Disclosure of information by a Party to its auditors, professional advisors or bankers is not considered to constitute breach of confidentiality.

## **11. Intellectual property and product information**

- 11.1. IP rights of the Seller. All of the Seller's intellectual property, including copyrights, trademarks, patents, trade names, trade secrets, know-how, technical documents, product and production specifications and other manufacturing information, or rights or licenses relating to any of the foregoing used in connection with the Products shall remain the sole and exclusive property of the Seller.
- 11.2. Results of creative work. Unless otherwise expressly agreed by the Parties in individual cases, all drawings, projects, architectural designs and other results of creative work, documents, data and records, which are created by the Seller for or at the request of the Buyer (the "Results"), remain the exclusive property of the Seller and the Seller is entitled to use such Results for business, production and marketing purposes.

- 11.3. Photos and other recordings. The Seller is entitled to take photos and make other recordings of the Products before, during and after they have been installed, or to ask the Buyer to provide such photos and other recordings. The Seller is entitled to use such photos and other recordings in its marketing activities.
- 11.4. Use of Product information. The Buyer is not allowed to publicly use any photos, plans, manuals and other Product information provided by the Seller without the prior written approval of the Seller, unless such use is reasonably necessary for authorized resale of the Products.
- 11.5. Advertising materials. Any materials which the Buyer has received from the Seller for advertising purposes may only be used to promote the sale of the Products of the Seller.

## **12. Force majeure**

- 12.1. A Party is released from liability for failure to perform or correctly perform the obligations arising from the Contract if such failure was caused by circumstances which are beyond the control of the Party and which the Party was unable to affect or avoid (e.g. such as flood, fire, earthquake or other natural disaster, war, terrorist attack or strike) and which render the performance or correct performance of the Contract impossible. A strike of the employees of the Party or failures of subcontractors or business partners of the Party shall not constitute a force majeure circumstance for the purpose of the Contract.
- 12.2. The Party whose activity in the performance of the obligations under the Contract is prevented by a force majeure circumstance shall immediately notify the other Party thereof. The force majeure circumstance shall not release a Party from the obligation to take all possible measures to prevent and/or minimize damage caused to the other Party as a result of the failure of the first Party to perform or correctly perform the Contract.

13. **Settlement of disputes and jurisdiction.** The Parties shall make every effort to settle all disputes arising from or in connection with the Contract amicably through negotiations. In the event that negotiations fail, any dispute, controversy or claim arising out of or in connection with the Contract, including the breach, termination or invalidity of the Contract, shall be settled in the courts of Estonia. The court of first instance is the Tartu Court House of the Tartu County Court.

14. **Applicable law.** The Contract shall be governed by and construed in accordance with the laws of Estonia. The application of the United Nations Convention on Contracts for the International Sale of Goods of 1980 (CISG) is excluded.

## **15. General provisions**

- 15.1. The Parties may not transfer their rights or obligations arising from the Contract to any third party without the prior written approval of the other Party.
- 15.2. Any notice, application or other communication to be given or made under the Contract to the other Party shall be in writing or in a form which can be reproduced in writing (such as fax or e-mail). Such notice, application or other communication shall be deemed to have been duly given or made when it is delivered by courier against signature, by registered mail or fax or e-mail to the other Party.
- 15.3. If the Buyer is a consumer, these Terms do not prejudice the application of any provisions of the applicable law which cannot be derogated from by agreement.
- 15.4. If any individual provision of these Terms is entirely or partially invalid or ineffective, the remaining provisions or the remaining parts of such provisions shall not be affected thereby. The Parties shall replace any invalid or ineffective provision with an effective provision which comes closest to the economic purpose of the ineffective provision.
- 15.5. The present version of the Terms enters into force on 1 January 2019.