## GENERAL SALE CONDITIONS

#### 1. Application

- 1.1. These General Sale Conditions are applicable to all requests and offers, as well as every agreement to supply all and any goods (i.e. LED screen and LED screen trailers etc.) (hereafter referred to as "Goods") (hereafter referred to as "Agreement") of the company UAB Addolo (hereafter referred to as "Seller"). Any terms or conditions which deviate from these General Sale Conditions will only apply if these have been explicitly approved in writing by Seller.
- 1.2. The applicability of general and / or other (purchasing) terms and conditions of the other party to the Seller, (hereafter referred to as "**Buyer**"), is explicitly rejected by the Seller, unless these terms and conditions, or a part thereof, have been accepted explicitly in writing by Seller.
- 1.3. Buyer with whom Seller has entered into the Agreement under article 2.1 of these General Sale Conditions accepts the applicability of these General Sale Conditions on all subsequent Agreements. General Sale Conditions are available at the website of the Seller (<a href="www.1trailer.com/generalsaleconditions">www.1trailer.com/generalsaleconditions</a>) and are incorporated by reference in the purchase order, pro forma invoice, VAT invoice or other document issued by the Seller to the Buyer and received or fulfilled by the Buyer and is part of the agreement between both parties.
- 1.4. Seller is entitled to alter these General Sale Conditions unilaterally. Seller will provide Buyer with timely notification of such changes.
- 1.5. Buyer is only entitled to call on terms which differ from those in these General Sale Conditions if these differing terms have been explicitly accepted by Seller in writing in a separate agreement. Where the separate agreement contradicts these General Sale Conditions the provisions of the separate agreement or Agreement will prevail above the provisions in the General Sales Conditions.
- 1.6. In the case of the invalidity or annulment of one or more of the provisions of the Agreement or of these General Sale Conditions the other provisions remain in force in their entirety. Seller and Buyer will then negotiate a replacement of the invalid or annulled provisions of these General Sales Conditions, by provisions which as far as possible meet the intention of the invalid or annulled provisions.

#### 2. Effectuation

- 2.1. An Agreement between Seller and Buyer comes into effect after Seller has confirmed an order in writing to Buyer or Seller has within 10 (ten) working days of the order having been placed, begun actual implementation of the order. Agreements entered into via agents, sales representatives and/ or other persons, only bind Seller after these Agreements have been confirmed by Seller in writing, or Seller has begun the actual implementation thereof.
- 2.2. Changes related to the Agreement will only come into force if these have been agreed in writing by Seller and Buyer.

## 3. Delivery, ownership and risk

- 3.1. Any delivery term given is always an approximation and not an expiration date, unless explicitly agreed in writing. Seller will make reasonable efforts to realize the delivery of the Goods on the approximate delivery date given. Seller will inform Buyer if, and as soon as it has any indication that the approximate delivery date will not be met. If possible, Seller will give an indication of the new delivery date.
- 3.2. Buyer is obliged to accept Goods at the delivery location without any unfounded delay.
- 3.3. Unless explicitly agreed otherwise in writing the Seller's warehouses (Ateities pl., Kaunas, 52163 Kaunas, Lithuania) will apply as delivery location.
- 3.4. The liability and the risk for the Goods to be supplied by Seller transfer to Buyer at the moment of delivery of the Goods to Buyer.
- 3.5. Upon accepting the possession of Goods, Buyer bears all risks of accidental incident if in the connection with that Goods are destructed or damaged. After taking over the possession of Goods, Buyer assumes responsibility for storage, usage and completeness of Goods and shall have the duty to ensure necessary conditions for storage of Goods, securing against theft, loss, damage, breakage, decomposition.

- 3.6. Buyer obtains ownership to Goods at the moment when Seller has received money for Goods in the Seller's bank account. Until Seller shall receive full payment of the price for the Goods and gives written confirmation. Buyer shall be only the holder of Goods without the rights to alienate, encumber, lease, lend or hand over for storage of Goods.
- 3.7 If the buyer fails to pick up the trailer or any other goods seller has full right to keep advanced payment and not refund it.
- 3.8 If the buyer delays the advance payment, the seller reserves the right to deliver the goods later than specified in the agreement.

## 4. Obligation to Inform

- 4.1. At the first request to do so by Seller, Buyer is obliged to provide Seller with all information relevant to the Agreement, including but not limited to the correct identification and VAT numbers, as well as the name under which Buyer is registered with the relevant tax authority.
- 4.2. Buyer is obliged to inform Seller immediately in writing about the change of Buyer's registered office address, bank account specifications, Goods delivery address and/or individuals authorize to order and to accept Goods.

#### 5. Prices

- 5.1. Unless stated otherwise, the prices used are based on the purchasing prices, wages, wage costs, social and government charges, transport costs, insurance premiums and other costs applicable at the time of the quotation, or the order date respectively. All prices stated are exclusive of any sales tax which may be due.
- 5.2. In the case of an increase in one or more cost price factors, Seller is entitled to increase the order prices accordingly, in due consideration of any statutory applicable requirements, provided however that details of any known future price increase are stated at the time the Agreement is entered into.
- 5.3. The value added tax is not included in the price; it is separately indicated in the invoice and must by paid by Buyer if indicated so in the applicable laws.

#### 6. Suretv

- 6.1. Seller has the right to demand sufficient surety from Buyer with respect to the ability to meet any payment obligation, including requiring Buyer to make advance payments, prior to making delivery or continuing with subsequent deliveries, or meeting any other obligation arising from the Agreement.
- 6.2. In the case of reasonable doubt on the part of Seller regarding Buyer's ability to pay, Seller has the right to postpone delivery.

# 7. Complaints

- 7.1. Buyer is obliged to carry out (arrange for) inspection of the Goods supplied by Seller on delivery, or as soon as possible (no later than within 24 hours after delivery). Buyer must check that what has been supplied is in accordance with the Agreement, namely:
  - if the correct Goods have been supplied;
  - if the Goods supplied are in accordance with what has been agreed, with respect to quantity (for example, quantity and amount);
  - if the Goods supplied meet the agreed quality requirements, or, if these have not been specifically agreed, the requirements which could be expected for normal use and/or normal purposes.
- 7.2. Between Seller and Buyer the quantities, measurements and weights specified on the invoice or consignment note will count as correct, unless Buyer is able to provide objective evidence to the contrary.
- 7.3. If defects are discovered, Buyer must inform Seller in writing within 10 (ten) working days after delivery of the Goods.
- 7.4. If the defects or claims stated by the Buyer under Article 7.3 are acknowledged as valid by the Seller, the Seller, at its discretion, may choose either to rectify the defect or to refund the net invoice amount

- 7.5. Complaints with respect to invoices should be made by Buyer in writing to Seller within 10 (ten) working days after the invoice date of the invoices.
- 7.6. The submission of a claim does not relieve Buyer of its obligations arising from the Agreement with Seller.

#### 8. Guarantee

- 8.1. Seller only guarantees that the Goods it has supplied have the characteristics needed for their normal use, as well as the characteristics needed for any special use, where this special use has been explicitly included in the Agreement with Seller.
- 8.2. The guarantee as defined in article 8.1 does not apply if the Goods to which the guarantee refers:
  - a) are, or have been used other than in accordance with their order or improperly, and/or
  - b) user instructions have not been followed, and/or
  - c) incompetent repairs have been carried out, and/or
  - d) alterations have been made and/or (serial) numbers or seals have been damaged or removed.
- 8.3. Seller ensures a 24 (twenty four) month guarantee period for Goods beginning with the date when Seller sells Goods to Buyer.
- 8.4. If the guarantee given by Seller is for Goods which are situated outside Lithuania, Seller is then only liable for the costs for repair or replacement up to the amount that these costs would have been if this was carried out in Lithuania.
- 8.5. If Buyer claims against the guarantee with respect to Goods supplied by Seller, these can only be returned by Buyer to Seller after prior written permission from Seller.
- 8.6. If, in consideration of article 8.5, Goods are returned, these must be accompanied by the original invoice given by Seller to Buyer, together with the possible associated proof of guarantee completed in full, and a clear description of the complaint.
- 8.7. Warranty obligations and warranty repairs are carried out only after full payment for the product has been made. Warranty defects or incomplete assembly will only be addressed upon full payment is done.

#### 9. Liability

- 9.1. Lack of, late and/or defective delivery as well as the inadequate functioning of Goods, supplied does not give Buyer the right to damage compensation and/or rescission, where there is a case of force majeure on the part of Seller.
- 9.2. Irrespective of any other rights it may have, Seller has the right, should it for reasons beyond its control ("force majeure") be prevented from implementing the Agreement either on time or at all, the right to suspend implementation of the Agreement, or to rescind all or part of the Agreement, at its own discretion, without any obligation to pay damages or other reparations.
- 9.3. Force majeure on the part of Seller includes where, if after entering into the Agreement, Seller is prevented from meeting its obligations under this Agreement as a result of: war, threat of war, civil war, civil unrest, risk of war, terrorist act, fire, explosion, water damage, flood, epidemic, pandemic, quarantine, strikes, riots, occupation, lock-out, import and export restrictions, government measures, changes in laws or regulations, breakdown of communication facilities, breakdown of web host, breakdown of internet service provider, defects in machinery, generalized lack of availability of raw materials, disruptions to the supply of energy, all of which in the Seller organization or that of third parties from whom the supplier must source the necessary (raw)materials or resources in part or in full, as well as during storage or transportation whether or not under its own control and also all causes not attributable to Seller, or circumstances beyond Seller's scope of fault or risk.
  - For the avoidance of doubt, force majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a Party's financial inability to perform its obligations hereunder.
- 9.4. All liability on the part of Seller for indirect damages, including consequential damages, loss of profit, missed savings and damages due to stagnation of company productivity, is totally excluded.
- 9.5. Seller's total liability as a result of attributable failings in meeting its obligations under an Agreement with Buyer is limited to paying direct damages to the amount for which Seller has taken

- out Insurance cover, and in any case is limited by the price paid for Goods. Limitation of liability applies also to persons who act on behalf of Seller, such as sub-suppliers, representatives or other authorized persons.
- 9.6. Seller's liability as a result of attributable shortcoming in the fulfilment of its obligations under an Agreement only come into effect if Buyer serves notice of default to Seller immediately and in writing, such notice to include a reasonable period in which Seller is able to remedy the breach, and Seller has failed to remedy this shortcoming in meeting its obligations within this reasonable period. To avoid misunderstandings, Buyer should include in the notice of default as detailed as possible a description of the breach of Seller's obligations.
- 9.7. Buyer indemnifies Seller against all claims from third parties with respect to Goods supplied by Seller, with the exception of claims and demands by third parties against Buyer on the grounds of potential older intellectual property rights and/or claims and demands which cannot be excluded with respect to Buyer on the grounds of mandatory legal regulations.

## 10. Rescission

- 10.1. Seller is entitled, without affecting its full rights to compensation of costs, damages and/or interests, to rescind all or part of the Agreement, without the need to serve notice or legal intervention with immediate effect when:
  - a bankruptcy request has been served against Buyer or Buyer is declared bankrupt;
  - b) Buyer has submitted a request for suspension of payment or such a request has been granted;
  - c) a request has been submitted or granted for application of the debt restructuring;
  - d) Buyer dies or is placed under receivership;
  - e) Buyer moves to suspension, liquidation or transfer of his business or moves to change the purpose of his business;
  - f) a writ of seizure is served on all or part of the Buyer's property;
  - g) Buyer fails to meet any of the obligations under an Agreement or in law;
  - h) Buyer fails to make payment of the amount invoiced or a part thereof within the stated term.

#### 11. Termination

11.1. Seller is entitled to terminate the Agreement via e-mail or registered mail respecting a notice period of 15 (fifteen) days.

# 12. Right to suspend performance

- 12.1. If and for as long as Buyer fails to meet any of its obligations arising from its Agreement with Seller, or any associated agreement, appropriately or on time, Seller has the right to suspend fulfilment of its obligations under an Agreement.
- 12.2. Buyer is not entitled to suspend fulfilment of its obligations under an Agreement.

# 13. Payment

- 13.1. Unless otherwise agreed, payment by Buyer should be made, either net in cash on delivery, or by means of bank deposit or transfer to a bank account designated by Seller, as determined by Seller, within 10 (ten) days of the invoice date, without the right to any deductions or compensation.
- 13.2. Money transfer related fees, applied by the Buyer's bank in the territory of Buyer's residence, are fully paid by Buyer. The invoice is considered to be paid on the day when the full sum indicated in the invoice is received at the bank account designated by Seller.
- 13.3. Seller is at all times authorized to make use of its right to set-off.

#### 14. Debt interest and costs

- 14.1. If payment has not been made within the term stated in article 13, Buyer is in breach, and Seller is entitled to charge Buyer debt interest of 0.1% for each day delayed, on the amount due.
- 14.2. Should the Buyer's obligation to pay debt interest comes into force, in the case Buyer pays only the part of his debt, the following payment shall be first included in the unpaid debt interest and only after it the Seller includes the remain amount for the discharge of the principal debt.

14.3. All judicial and extra-judicial costs are for the account of Buyer. If Seller is forced to hire a debt collection company in order to collect Buyer's debt, about which Buyer will be informed in written prior, Buyer is obliged to cover all losses that might arise to Seller from the collection of debt from Buyer.

#### 15. Cancellation of order

15.1. If an order accepted by Seller is cancelled by Buyer, Seller is entitled, provided that it accepts the cancellation, to charge a fixed compensation for damages of 30% (thirty percent) of the price for the Goods agreed by the parties, plus any costs, such as those charged by suppliers to Seller (should there be any).

## 16. Intellectual property rights

16.1. Seller is the owner of all proprietary rights, title and interest in the trademarks used with or in association with Goods, as well as the owner of copyright to all documents and works issued in connection with the sale of Goods. Seller does not grant to Buyer any type of license or any other rights to use any of the trademarks or other intellectual property of Seller.

## 17. Confidentiality

- 17.1. Confidential information according to the Agreement is any information, data or documents relating to the Agreement and/or operation of Seller and which is not officially and publicly available for any person disclosed whether in written, orally or by any other means to Buyer by Seller or by a third party whether before or after entering into the Agreement.
- 17.2. Buyer shall not divulge confidential information, in whole or part, to any third party, and make no commercial use thereof without the prior written consent of Seller.
- 17.3. Due to the case of non observance of the confidentiality request as mentioned above Buyer is obliged immediately to repair to Seller all damages caused thereof.

## 18. Applicable jurisdiction and disputes

- 18.1. All transactions, orders and agreements Seller enters into with Buyer unless explicitly agreed otherwise are exclusively governed by Lithuanian law. The applicability of the Vienna Sales Convention is explicitly excluded and the Convention does not apply to the Agreements between Seller and Buyer.
- 18.2. All disputes which might arise further to the execution of the Agreement or further to other agreements possibly resulting there from, shall be settled by the competent court of the Republic of Lithuania in Kaunas

# 19. Additional Provisions

- 19.1. Buyer is not entitled without a corresponding agreement with Seller to transfer the rights and obligations established in the Agreement to the third persons.
- 19.2. If any of the provisions of the Agreement or these General Sale Conditions has not been met in time, it shall not constitute a waiver by one party of the performance of the respective provision by the other party in the future.
- 19.3. All notices, invoices and other documents, which have to be delivered in connection with the Agreement, shall be delivered to the other party by post or e-mail to the address indicated by the respective party or to the address indicated by such party to the other party for these purposes. Any notice sent by post without confirmation of earlier receipt shall be regarded as delivered on the third day after dispatch, counting as the first day the day when the registered mail has been sent. Any notice by e-mail shall be regarded as delivered on the date of dispatch.