



**SALES CONTRACT\* No** \_\_\_\_\_  
(customer code)

<b>SELLER</b>		* Standard Terms and Conditions apply to the Sales Contract (4 pages)	
Business name	<b>Saku Õlletehase AS</b>	Registry code	<b>10030278</b>
Location	<b>Tallinna mnt 2, Saku, Saku rural municipality, 75501 Harju County</b>	Pank: AS SEB Pank IBAN: EE241010022098892007	
Phone	<b>650 8450</b>	E-mail: <a href="mailto:saku@saku.ee">saku@saku.ee</a>	
Fax	<b>650 8451</b>	E-mail of accounts: <a href="mailto:arved@saku.ee">arved@saku.ee</a>	
<b>BUYER</b>			
Business name		Registry code	
Address		Bank	
Phone		IBAN	
Fax		VAT registered NO <input type="checkbox"/> YES <input type="checkbox"/>	
E-mail E-mail for invoicing		VAT registration No	
Contact person (position, first name and surname)		Chief Accountant (first name and surname)	
Phone		Phone	
E-mail		E-mail	

Credit limit (completed by the Seller's credit manager)	Payment term (completed by the Seller's credit manager)
Sales representative for the Buyer (first name and surname)	Phone of the sales representative
<b>1. Place of sales (name + address + phone)</b>	
Delivery day	
<b>2. Place of sales (name + address + phone)</b>	
Delivery day	

**The Standard Terms and Conditions established by the Seller form an integral part of the Sales Contract. The Standard Terms and Conditions are available at the Seller's location or on the web page [www.saku.ee](http://www.saku.ee).**

<b>SELLER</b>	<b>SELLER</b>	<b>BUYER</b>
Representative (first name and surname)	Representative (first name and surname)	Representative (first name and surname)
Representative's personal ID code	Representative's personal ID code	Representative's personal ID code
Representative's position	Representative's position	Representative's position
Basis of the right of representation	Basis of the right of representation	Basis of the right of representation
Date of signature	Date of signature	Date of signature
Representative's signature	Representative's signature	Representative's signature

# STANDARD TERMS AND CONDITIONS OF SALES CONTRACT (as of 29 March 2022)

## 1. Contract object

**1.1.** The Seller shall sell and the Buyer shall buy the goods offered by the Seller on the basis of the available assortment, quantities and prices indicated on the delivery note/invoice.

**1.2.** The title to the goods shall pass from the Seller to the Buyer upon the full payment of the price of the goods.

**1.3.** The possession of the goods and the liability for the proper storage of the goods during the pre-sales period shall pass from the Seller to the Buyer upon the acceptance of the goods.

## 2. Quality of goods

**2.1.** The quality of the goods shall conform to the requirements applicable in the Republic of Estonia. Upon the Buyer's request, the Seller shall be obliged to present the quality certificates for the goods.

**2.2.** The Seller shall dispatch goods with a valid date of expiry. The minimum date of expiry ('Best before...'), during which the conformity of the goods with the quality certificate is ensured, is marked on the sales packaging of the goods (bottle, jar etc).

**2.3.** In the transport (if transport is organised by the Buyer) and pre-sales storage of the goods, the Buyer shall be obliged to ensure the temperature of +2 to +17°C. The Seller shall have the right to inspect the conditions of the transport, pre-sales storage and sales of the goods ensured by the Buyer and to make proposals for the improvement thereof. If necessary, the Seller shall have the right to make proposals to the Buyer concerning the display of the goods.

## 3. Price of goods and procedure for payment

**3.1.** The price of the goods shall be indicated on the delivery note/invoice. If the purchased goods are packaged in packaging subject to a deposit, the deposit of the packaging shall be stated on the delivery note/invoice of the goods in addition to the sales price of the goods.

**3.2.** The Seller shall inform the Buyer of the price of the goods and any changes in the price list upon the acceptance of the goods at the latest.

**3.3.** The Buyer shall pay for the goods on the basis of the delivery note/invoice presented by the Seller and/or sent to the Buyer's e-mail address specified in the Contract for invoicing, in the form of cash-free settlement by transfer from the Buyer's bank account to the Seller's bank account. If the purchased goods are packaged in packaging subject to a deposit, the Buyer shall pay the deposit of the packaging in addition to the sales price of the goods.

**3.4.** The numbers of the relevant delivery notes/invoices and the Buyer's business name and/or the Buyer's customer code established with the Seller shall be indicated on the payment order. The Buyer shall be obliged to pay for the goods within the payment term agreed in this Contract. The payment term shall be indicated on the delivery note/invoice delivered together with the goods.

**3.5.** The total amount of the delivery notes/invoices payable by one payment term shall not exceed the credit limit established in this Contract. The Seller shall have the right to unilaterally change the credit limit and the payment term in the case of changes in the value of the security established for the Buyer's turnover, the timeliness of payments and the performance of contractual obligations. If the Buyer's turnover with the Seller exceeds 10,000 (ten thousand) euros within one payment term, the Buyer shall, upon the Seller's request, present to the Seller the balance sheet and the income statement for the financial period requested by the Seller. The Seller shall have the right to request from the Buyer additional data concerning the Buyer's financial standing as well as the establishment of securities for the credit limit and the conclusion of the relevant contracts in the format stipulated in the legal acts of the Republic of Estonia.

**3.6.** Upon the payment term being exceeded by the Buyer, the Seller shall have the right to suspend the dispatch of the goods until the payment of the overdue delivery notes/invoices and/or unilaterally terminate this Contract. If the Buyer has exceeded the payment term on at least 2 (two) occasions during the validity term of this Contract, the Seller shall have the right to unilaterally change the payment term of the credit limit.

**3.7.** Upon the payment term being exceeded, the Seller shall have the right to charge the Buyer a fine for delay of 0.15 (point-one-five) % of the overdue amount a day.

**3.8.** For the empty packaging returned by the Buyer, the Seller shall present a credit invoice to the Buyer upon the second subsequent delivery of the goods at the latest and/or, upon the Buyer's request, to the Buyer's e-mail address specified in the Contract for invoicing. The Buyer shall deduct the cost of the returned empty packaging indicated on the credit invoice from the amount payable on the basis of the subsequent delivery note/invoice, except in the event the empty packaging is returned via a reuse organisation, in which case the empty packaging is returned in accordance with the law applicable in the Republic of Estonia.

**3.9.** For the amount payable on the basis of a claim presented by the Buyer to the Seller in written reproducible format for the compensation of non-conforming and/or deficient goods, the Seller shall issue to the Buyer a credit invoice upon the second subsequent delivery of the goods at the latest and/or, upon the Buyer's request, to the Buyer's e-mail address specified in the Contract for invoicing. The Buyer shall deduct the amount indicated on the credit invoice from the amount payable to the Seller on the basis of the subsequent delivery note/invoice.

**3.10.** In order to avoid misunderstandings related to payments, the parties shall be obliged to regularly mutually compare the settlement balance (in writing at least once a year, orally at least once a quarter).

**3.11.** The Buyer shall not have the right to partly or fully refuse from the payment of a delivery note/invoice due to the non-conformity of the goods. Non-conforming goods shall be compensated in accordance with the procedure established in this Contract.

**3.12.** If the Buyer fails to comply with the agreed payment term, the Seller shall have the right to transfer its claim to third persons or authorise third persons to collect its claims.

**3.13.** The Seller shall have the right to transfer its claims against the Buyer to a third person who provides factoring services, giving the Buyer prior notice thereof.

**3.14.** Upon the Seller allocating free of charge goods to the Buyer for conducting tastings, the Buyer shall be obliged to use the said goods for their designated purpose.

## 4. Acceptance and fulfilment of orders

**4.1.** The goods shall be dispatched in accordance with the orders placed by the Buyer and accepted by the Seller.

**4.2.** Orders shall be presented to the Seller at least 2 (two) working days prior to the dispatch of the goods between 09:00 and 17:00 (Monday, Tuesday, Wednesday and Thursday) or 09:00 and 16:00 (Friday). The Seller shall transport the goods ordered by the Buyer to the Buyer's Place of Sales on the Delivery Day at the latest, i.e. the Seller may also transport the goods ordered by the Buyer to the Buyer's Place of Sales up to 48 (forty-eight) hours before the arrival of the Delivery Day specified in the Contract, whereas the delivery term falls within working days between 08:00 and 18:00. If transport vehicles may, in accordance with the legal acts of the local government unit of the Buyer's Place of Sales, service the Place of Sales at times different from the above, the Buyer shall be ready to accept the goods within the times allowed by legal acts and in exceptional cases upon agreement with the Seller also outside the above times. The Seller shall have the right to temporarily change the date of submission of the Buyer's order and the Delivery Day, if the date of submission of the order and/or the Delivery Day falls on a public holiday. The Seller shall give the Buyer at least 2 (two) weeks' prior notice of the aforementioned changes.

**4.3.** If the Buyer's order is at least 150 (one hundred and fifty) litres, the Seller shall organise the transport of the goods at its own expense to the Buyer's Places of Sales on the agreed Delivery Days.

**4.4.** If the transport of the goods is organised by the Buyer, the goods shall be dispatched on working days between 07:00 and 11:00 and between 14:00 and 17:00 at the Seller's warehouse.

**4.5.** Upon coming to pick up the goods, the Buyer's representative shall be obliged to disclose to the Seller the order number and present a personal identification document and the Buyer's power of attorney or another document certifying the right of representation.

**4.6.** The Buyer shall allow the Seller to disclose the Buyer's contact phone number on the delivery note/invoice issued by the Seller to the Buyer together with the goods.

## 5. Acceptance of goods

**5.1.** The Buyer shall confirm the acceptance of the goods with its signature and seal (in the absence of the latter, with its signature and legibly written name) on the delivery note/invoice.

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Signature of the Seller's representative

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Signature of the Buyer's representative

**5.2.** In the event of discovering non-conforming goods upon the acceptance of the goods, the Buyer shall make a relevant note on the delivery note/invoice and the representatives of the Buyer and the Seller shall confirm the said note with their signature and legibly written name.

**5.3.** If the quantity and/or assortment of the goods indicated on the delivery note/invoice does not correspond to the quantity and/or assortment of the goods actually delivered by the Seller to the Buyer, the Buyer shall have the right to present a relevant claim to the Seller within 2 (two) working days from the receipt of the goods.

**5.4.** The pallets used for the transport of the goods shall be handed over to the Buyer only if these have been indicated on the delivery note/invoice issued by the Seller to the Buyer together with the goods. If the pallets are not indicated on the delivery note/invoice, the pallets shall be handed over to the Buyer upon the Buyer's wish only either (a) on the basis of an invoice/delivery note prepared by the person who delivered the goods to the Buyer on behalf of the Seller, and signed by the Buyer, for which the Seller shall forward a delivery note/invoice to the Buyer upon the second subsequent delivery of the goods at the latest and/or to the Buyer's e-mail address, fax number or postal address specified in the Contract for invoicing, or (b) if the Buyer hands over to the Seller the same number of empty pallets as the Buyer receives from the Seller.

#### **6. Compensation for deficient and non-conforming goods**

**6.1.** Deficient goods shall in the context of this Contract be understood as goods the quantity and/or assortment of which does not correspond to the quantity and/or assortment of the goods indicated on the delivery note/invoice delivered by the Seller to the Buyer together with the goods.

**6.2.** Non-conforming goods shall in the context of this Contract be understood as goods which have visible and hidden defects.

**6.3.** Goods with visible defects are goods which are deficient or surplus compared to the Buyer's order or with broken transport, group or sales packaging or any other goods with defects which can be determined upon visual inspection.

**6.4.** Goods with hidden defects are sales packaging with a defect which cannot be easily determined upon visual inspection, but which make the sales of the goods impossible (incl. missing or illegible marking and internal defects of the goods).

**6.5.** The Seller shall be obliged to compensate the Buyer for deficient and non-conforming goods in accordance with the agreed procedure, except if the Buyer has failed to ensure conditions that are necessary for preserving the conformity of the goods (see clause 2.3) during the transport of the goods (if the transport of the goods is organised by the Buyer) or the pre-sales storage of the goods.

**6.6.** Upon discovering deficient goods or goods with visible defects, the Buyer shall have the right to present a relevant written reproducible claim to the Seller within 2 (two) working days from the receipt of the goods, on the basis of which the circumstances stated in the claim presented by the Buyer shall be checked and, if the circumstances stated in the claim are legitimate, the Buyer shall be compensated by the Seller for the deficient goods or goods with visible defects. The Buyer shall return the goods with visible defects to the Seller upon the subsequent delivery of the goods, if the Seller has made a relevant note on the delivery note/invoice of the goods delivered to the Buyer upon the subsequent delivery of the goods. The deficient goods and goods with visible defects shall be compensated for on the basis of a claim presented by the Buyer and accepted by the Seller. The said claim shall be drawn up as a separate delivery note/invoice which shall state at least the following data: the basis of the claim, the description of the deficient goods or goods with visible defects and the 'Best before' (i.e. the full marking of the product), the quantity and the price of the goods, the date of receipt of the goods, and the number of the delivery note/invoice with which the goods were delivered.

**6.7.** Upon discovering goods with hidden defects, the Buyer shall have the right to present a relevant written reproducible claim to the Seller within 7 (seven) days from the receipt of the goods with hidden defects. The Buyer shall return the goods with hidden defects to the Seller upon the subsequent delivery of the goods, if the Seller has made a relevant note on the delivery note/invoice of the goods delivered to the Buyer upon the subsequent delivery of the goods. The goods with hidden defects shall be compensated for on the basis of a claim presented by the Buyer and accepted by the Seller. The said claim shall be drawn up as a separate delivery note/invoice which shall state at least the following data: the basis of the claim, the description of the deficient goods or goods with

visible defects and the 'Best before' (i.e. the full marking of the product), the quantity and the price of the goods, the date of receipt of the goods, and the number of the delivery note/invoice with which the goods were delivered.

**6.8.** The Buyer shall be obliged to cooperate with the Seller in order to determine the circumstances related to deficient or non-conforming goods. The Seller shall notify the Buyer of satisfying or refusing to satisfy the claim related to deficient or non-conforming goods in written reproducible format within 14 (fourteen) working days at the latest from the receipt of the claim related to deficient or non-conforming goods.

**6.9.** The Seller shall have the right to refuse from compensating for deficient goods or goods with visible or hidden defects, if justified doubts have arisen as to the legitimacy of the Buyer's claim (regardless of the amount) (including in the case the Buyer does not return the good with defects to the Seller). Upon justified doubts, the Seller shall have the right not to accept the claim presented by the Buyer. If the Seller does not accept the claim presented by the Buyer for the compensation of deficient goods or goods with visible or hidden defects, the dispute shall be settled in accordance with the legal acts applicable in the Republic of Estonia.

#### **7. Return of empty packaging**

**7.1.** Upon the Buyer's request, the Seller shall be obliged to repurchase empty packaging reusable by the Seller at least in the same quantity and assortment and at the same price as the Seller has delivered to the Buyer within the preceding month. The Seller shall have the right to organise the repurchase of the reusable empty packaging sold by the Seller also via a reuse organisation authorised by the Seller.

**7.2.** The Seller shall remove from the Buyer the same quantity of plastic crates, trays and kegs as the Seller has delivered to the Buyer upon the delivery of the same goods.

**7.3.** Empty packaging shall be accepted on the basis of the Buyer's delivery note/invoice which is in accordance with the requirements of the Value Added Tax Act (if the Buyer is VAT registered) and the requirements established for accounting source documents. The Buyer shall, if possible, present the delivery note/invoice for the returned empty packaging in 2 (two) copies, retaining 1 (one) copy of the delivery note/invoice for the returned empty packaging, having had the person who accepted the empty packaging sign it.

**7.4.** Upon the return of packaging subject to a deposit, the deposit shall be returned to the Buyer in accordance with the applicable legal acts.

#### **8. Amendment of Contract**

**8.1.** The Standard Terms and Conditions of this Contract may be amended only upon the parties' written agreement, except in the cases specified in the Contract and if the amendment to the Terms and Conditions of the Contract derives from the legal acts of the Republic of Estonia. The Buyer shall review and respond to the Seller's proposal to amend the Standard Terms and Conditions of the Contract within 10 (ten) days. If the Buyer does not respond to the Seller in regard to the proposal to amend the Contract within the said term, the Seller's proposal shall be considered as enforced upon the expiry of the term.

**8.2.** The Standard Terms and Conditions of this Contract may be unilaterally amended by the Seller at any time, by giving the Buyer notice of the amendment of the Standard Terms and Conditions. Upon disagreeing with the amendment of the Standard Terms and Conditions, the Buyer shall have the right to terminate the Contract in accordance with the procedure established in clause 9.2 of the Contract.

#### **9. Validity term of Contract**

**9.1.** This Contract shall enter into force upon the moment of being signed by the parties and has been concluded for an indefinite term. The Contract shall expire upon the conclusion of a new contract.

**9.2.** The parties shall have the right to terminate the Contract at any time, by giving the other party at least 2 (two) weeks' prior written notice thereof. If the Buyer fails to fulfil its contractual obligations, the Seller shall have the right to terminate the Contract without regard to the prior notification term.

**9.3.** The expiry or termination of the Contract shall not release the Buyer from the obligation to pay the amounts payable under this Contract to the Seller and to compensate the Seller for any damages caused in the course of fulfilment of the Contract.

#### **10. Intellectual property rights**

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Signature of the Seller's representative

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Signature of the Buyer's representative

**10.1.** The Seller hereby confirms that it is using the trademarks reproduced on the goods delivered by the Seller to the Buyer and on other items given by the Seller to the Buyer to use (advertising materials, sales equipment, refrigerators etc) in accordance with the applicable legal acts, i.e. the Seller is either the owner or lawful user of the aforementioned trademarks. The Seller also confirms that it uses the intellectual property rights (patents, utility models, industrial designs, copyrights etc) related to the items given by the Seller to the Buyer to use either as the owner or lawful user thereof.

**10.2.** The Buyer shall be obliged to use the trademarks reproduced on the goods delivered by the Seller to the Buyer and on other items given by the Seller to the Buyer to use (advertising materials, sales equipment, refrigerators etc) and other items given for use by the Seller which are subject to the intellectual property rights of the Seller or third persons (patents, utility models, industrial design solutions, copyrights etc) only in accordance for the purpose of fulfilment of this Contract in accordance with the applicable legal acts and not to cause any damage to the owners of the trademarks and other intellectual property rights.

**10.3.** The Buyer shall be obliged to use the trademarks reproduced on the goods delivered by the Seller to the Buyer and on other items granted into the use of the Buyer by the Seller only for the purpose of fulfilment of this Contract on the terms and conditions previously agreed with the Seller in written reproducible format and in the form specified in the reproductions of the trademarks forwarded by the Seller to the Buyer. It shall be prohibited to alter or supplement the reproductions of the trademarks, including the proportions and elements thereof, without the Seller's prior written consent.

**10.4.** Upon the Buyer creating new trademarks related to the trademarks of the Seller or third persons used by the Buyer for the fulfilment of this Contract and upon the Buyer creating other new intellectual property rights related to other intellectual property rights, the newly created trademarks and other new intellectual property rights shall not belong to the Buyer, but to the Seller and the third persons indicated by the Seller, and the Buyer shall make its best efforts to ensure that the new trademarks and other new intellectual property rights are registered in the name of the Seller or the third persons who own the rights, without a fee payable to the Buyer, in accordance with the legal acts applicable in the Republic of Estonia.

## **11. Compensation for damages**

**11.1.** The Buyer shall be obliged to fully compensate the Seller for damages, including income foregone, caused to the Seller by a violation of the Buyer's obligations, including by submitting incorrect data or neglecting to submit data to the Seller in the conclusion or fulfilment of the Contract, except if the Buyer is not liable for the occurrence of the damage due to circumstances arising from force majeure.

**11.2.** The Buyer shall be liable for the damage caused by the activities of its representative (a member of the management board or a substituting body or another person representing the Buyer) and persons whom the Buyer uses in the fulfilment of its obligations, including, in particular, its employees, officials, sub-consultants, representatives or mandataries, in the same way it is liable for the damage caused due to its own activities.

**11.3.** In case of delay in the fulfilment of the damage compensation obligation established in clause 11.1 of the Contract, the Buyer shall be obliged to pay the Seller a fine for delay in the amount of 0.15 (zero point fifteen per cent) % of the amount of damage per each day of delay of compensation for the damage, starting from the moment of having caused the damage.

**11.4.** The invoking of any of the legal remedies stipulated in the Contract or provided by law (e.g. a claim for the performance of obligations, contractual penalty, fine for delay or interest, termination of the Contract, suspension of fulfilment of one's obligations etc) shall not deprive the Seller, as the damaged party, of the right to demand that the Buyer additionally compensate the Seller for all the damage caused to the Seller.

## **12. Settlement of disputes**

**12.1.** All the disputes related to this Contract shall be attempted to be settled by way of negotiations between the parties.

**12.2.** If no agreement is reached, the dispute shall be settled at Harju County Court.

## **13. Personal data**

**13.1.** The Seller is the processor of the personal data (hereinafter: personal data) of the natural persons who are the Buyer's representatives involved in the conclusion and performance of this Contract. The Seller confirms that personal data and other data related to the Buyer are processed for the purpose of entering into and performing this Contract. The provisions of clause 13 of the Contract shall apply to the processing of personal data.

**13.2.** The Buyer confirms, that the Buyer is aware that the Seller processes the personal data necessary for the conclusion and performance of the Contract and other Buyer's details (first name, surname, personal identification code and/or date of birth, address, contact details, VAT registration number, bank details, information about goods and orders, delivery note/invoice details and other data required for performance of the Contract) during the term of the Contract and for 10 years after the Contract expires.

**13.3.** Personal data provided for in the Contract may be transferred by the Seller for processing to third parties authorized by the Seller for the purpose of performing the Contract, including, but not limited to, IT administrator services, electronic data interchange services, database services, software services and administration services, and other personal data processors involved in performance of the Contract. In order to recover the debts arising from the contract, the Seller may forward personal data to debt collection service providers in accordance with the Seller's credit policy.

**13.4.** The Buyer confirms, that the Buyer is aware that the Buyer has the following rights with respect to the personal data processed by the Seller: the right to access personal data, the right to request the rectification of personal data, the right to request the restriction of processing of personal data, the right to prohibit the processing of personal data, the right to request the transfer of personal data, the right to appeal to the supervisory authority.

## **14. Final provisions**

**14.1.** In connection with this Contract the Buyer shall not, and will procure that its officers, directors, employees, or any other party acting on its behalf (including without limitation, subcontractors or agents) shall not pay, offer, promise to pay or authorise the payment of, directly or indirectly, any bribe, gift, monies, financial or other advantage or anything else of value in violation of, or that would cause the Seller or its officers, directors, employees and/or affiliates to be in violation of, any applicable foreign or domestic anti-bribery or anti-corruption laws or regulations, as amended from time to time (Anti-Corruption Laws). The Buyer agrees to: (i) keep full and accurate books and records of all payments made in respect of any transaction or business effected in connection with this Contract; and (ii) promptly grant the Seller's representatives full and unrestricted access to all relevant records and materials (including the books and records referred to in (i)) for the purposes of the Seller carrying out an audit or inspection to verify the Buyer's compliance with Anti-Corruption Laws and this Contract. Where the Seller determines in good faith that the Buyer has breached this clause and/or Anti-Corruption Laws, the Seller may terminate this Contract immediately upon written notice to the Buyer. The Buyer shall indemnify and hold harmless the Seller from and against all claims, actions, proceedings, suits, investigations, penalties and fines of any kind resulting from any such breach. This clause shall survive any termination or expiry of this Contract.

**14.2.** In connection with this Contract, each party will comply with all applicable sanctions, import, re-import, export, and re-export control laws, including those administered and enforced by the United States, the United Nations, the European Union, Her Majesty's Treasury and/or any other sanctions or export control authority (Sanctions) and neither party will be required to undertake any activity pursuant to this Contract that would violate any Sanctions. Further, Seller may, without incurring any liability to Buyer, terminate this Contract with immediate effect if: (i) any provision of this Contract at any point violates, or is deemed to violate Sanctions; (ii) Sanctions make the performance of this Contract commercially unreasonable; and (iii) Buyer, or any of its directors, employees, shareholders, affiliated companies or sub-contractors, become subject to Sanctions or breach any Sanctions.

**14.3.** Upon the conclusion of this Contract, the Buyer shall present to the Seller the names of its authorised persons together with the documents certifying their right of representation. The Buyer shall be obliged to immediately give the Seller written notice of changes in its details (business name, registry code, location, communication numbers, VAT

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Signature of the Seller's representative

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Signature of the Buyer's representative

registration status and e-mail addresses, bank details, points of sales etc) as well as the expiry of the right of representation of the Buyer's representatives.

**14.4.** The information forwarded from one party to another in the course of fulfilment of this Contract is confidential and the parties shall be obliged not to disclose to third parties the content of the Contract and other confidential information of the other party learnt in the course of the

conclusion and fulfilment of the Contract without the prior written consent of the other party. The requirement of confidentiality shall not apply to companies with whom the party forms a group, and to institutions and organisations to which the party is obliged to disclose information in accordance with the legal acts of the Republic of Estonia.

**14.5.** This Contract has been signed in two copies of equal legal force, of which each party shall retain one copy.

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**15. Special Terms and Conditions of sales of goods packaged in kegs**

**15.1.** If the Special Terms and Conditions of the sales of goods packaged in kegs are in conflict with the General Terms and Conditions of the Sales Contract, the provisions stipulated in the Special Terms and Conditions shall prevail.

**15.2.** The minimum date of expiry (the 'Best before...'), during which the conformity of the goods is ensured, is marked on the label on the neck of the keg. The maximum time of sales of the goods after the opening of the keg is 3 (three) days from the moment of opening of the keg.

**15.3.** In order to ensure the quality of the goods packaged in kegs, the Seller's authorised representative shall install the relevant sales equipment at the Buyer's Point of Sales. The terms and conditions of the use and maintenance and repair of the sales equipment shall be established between the parties in a separately concluded contract/report on the use of property.

**15.4.** If the Buyer is sold goods in a keg, the Buyer shall, upon the delivery of a keg, pay the Seller a deposit in the amount of the deposit established in the deposit price list. The Buyer shall be obliged to return the kegs to the Seller within 2 (two) months from the delivery of the kegs. In the case of failure to fulfil that obligation, the Seller shall have the right to keep the deposit paid by the Buyer as cover for the damage, and the Buyer shall be obliged to pay the Seller, in addition to the deposit for every non-returned keg, a contractual penalty of 35 (thirty-five) euros for every Saku keg and 64 (sixty-four) euros for every Carlsberg keg. The Seller shall have the right to inspect the existence of the kegs at the Buyer and to charge a contractual penalty from the Buyer in the case of a deficiency of or damage to the kegs. A report shall be drawn up on the inspection, to be signed by the representatives of both parties. If the Buyer refuses to sign the report, the Seller's representative shall make a relevant note in the report and the report shall be considered as effective if signed by at least 2 (two) representatives of the Seller.

**15.5.** Upon the initiation of the Buyer's liquidation or bankruptcy proceedings, the Buyer shall be obliged to immediately return the kegs and the relevant sales equipment given by the Seller to the Buyer to use under a separately concluded contract.

**15.6.** If the Buyer discovers goods with hidden defects packaged in a keg, the Buyer shall be obliged to inform the Seller thereof within 1 (one) working day and to return the keg, drawing up a separate delivery note/invoice for that. The delivery note/invoice shall state the description and quantity of the goods, the date of receipt of the goods, the deposit paid for the keg (excluding VAT) and the price of the goods packaged in the keg.

**15.7.** The Buyer shall mark the neck label of the keg with the Buyer's name and the name of the Point of Sales, the customer code with the Seller, the Buyer's address, the date of discovery of the goods with hidden defects and a description of the hidden defect.

**15.8.** Upon returning goods packaged in a keg, all the following conditions shall be fulfilled:

- the keg is filled with the goods at least in the extent of 80% (weight at least 32 kg)
- the Buyer has drawn up a delivery note/invoice for the return in accordance with requirements
- the Buyer has marked the neck label of the keg with all the required data
- the goods have a valid date of expiry
- the data electronically saved on the keg chip by the Seller (the description of the goods, the date of packaging and the minimum date of expiry) are identical with the data provided on the neck label of the keg returned by the Buyer.

**15.9.** If the conditions established in clause 15.8 of this Contract are not met by the Buyer, the Seller shall not initiate an investigation to determine the justification of compensation for goods packaged in a keg, but shall dispose of the returned goods and not compensate the Buyer for the cost of the goods.

**15.10.** If the conditions established in 15.8 of this Contract are met, the Seller shall, if necessary, initiate an investigation to determine the

justification of compensation for goods packaged in a keg with hidden defects and carry out a laboratory analysis of the goods.

**15.11.** If it is determined as a result of the laboratory analysis carried out by the Seller that the non-conformity of the goods packaged in a keg is the Seller's fault, the Seller shall compensate the Buyer for the cost of the goods, indicating the compensated amount in the notices field of the subsequent delivery note/invoice for the goods. The Buyer shall state the amount to be compensated as a claim on the subsequent delivery note/invoice for returned empty packaging.

**15.12.** If it is determined as a result of the laboratory analysis carried out by the Seller that the non-conformity of the goods packaged in a keg is not the Seller's fault, the Seller shall not compensate the Buyer for the cost of the goods.

**15.13.** If it is determined as a result of the laboratory analysis carried out by the Seller that the goods packaged in a keg are in conformity with requirements, the Seller shall not compensate the Buyer for the cost of the goods. The Buyer shall in such case pay the Seller 0 (zero) euros for the goods, as well as the deposit for the keg.

**15.14.** The Seller shall notify the Buyer of satisfying or refusing to satisfy a claim related to non-conforming goods in writing within 14 (fourteen) working days from the receipt of the claim related to the non-conforming goods.

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Signature of the Seller's representative

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Signature of the Buyer's representative