



SPECIAL CONDITIONS OF THE PURCHASE– SALE AGREEMENT NO. _____

1. Date and place of the Agreement

____ 2021, Vilnius

2. Contracting Parties

2.1. Buyer _____, legal entity code _____,
VAT code _____, with registered office at _____, represented by _____.

2.2. Seller

UAB TD Baltic, legal entity code 111596385, VAT identification number LT115963811, with registered address at Šeimyniškių str. 21, Vilnius, LT-09236, Lithuania, represented by the CEO Paulius Nikolskis.

3. Object and Subject of the Agreement

- 3.1. By signing the Agreement, the parties agree on the terms of purchase and sale of goods in accordance with the Seller's General Conditions of the Sales – Purchase Agreement, approved by the Seller and in force at the time of conclusion of the Agreement.
- 3.2. The general terms of the Sales – Purchase Agreement are applicable to the Contracting Parties to the extent that they are not explicitly agreed upon in these Special Conditions of the Sales –Purchase Agreement.

4. Other Conditions

- 4.1. ☒ The Buyer is entitled to purchase goods using the TD Online system
☐ The Buyer is not entitled to purchase goods using the TD Online system and the relevant provisions of the General Conditions of the Sales – Purchase Agreement are not applicable.
- 4.2. Goods delivery address: _____.

5. TD Online Administrator

- 5.1. The Buyer also assigns to the TD Online Administrator all permissions to place orders on the TDOnline system (Name, Surname, e-mail address):

_____.

6. General Terms of Sales - Purchase Agreements

By signing this Agreement, the Buyer confirms that it has been granted access to both the General and the Special Conditions of the Purchase – Sale Agreements, and the TD Online System Terms of Use, agrees with them and undertakes to comply with them.

7. Party Requisites

Buyer

Legal entity code: _____

Registered address: _____

Correspondence address:

E-mail from which orders can be placed:

Tel.: _____

Bank account No.

Seller

Limited liability company TD Baltic

Legal entity code: 111596385

Registered address: Šeimyniškių str. 21, Vilnius, LT-09236,

Lietuva

Correspondence address: Šeimyniškių str. 21, Vilnius, LT-09236, Lietuva

E-mail: info@tdbaltic.lt

Tel.: +370 5 2780610

Bank account No. LT52 7300 0100 0004 5680, AB bank
Swedbank

8. Signatures of the Parties

On behalf of the Buyer:

.....
(position, name, surname and signature)

On behalf of the Seller:

CEO Paulius Nikolskis
(position, name, surname and signature)

UAB TD BALTIC GENERAL CONDITIONS OF THE PURCHASE –SALE AGREEMENTS

1. Main Terms of the Agreement

- 1.1. **Personal data** – all information about a natural person whose identity can be determined directly or indirectly by using personal identification data (name, surname, address, personal code, etc.) or by the person's physical, physiological, genetic, psychological, economic, cultural or social identity.
- 1.2. **Personal data processing** – all actions taken by automated or non-automated means with personal data or personal data sets.
- 1.3. **Price-list** – the list of sold goods and their price which is approved by the Seller and presented in the order established by the Agreement.
- 1.4. **Seller** - UAB TD Baltic.
- 1.5. **Buyer** – the subject specified in the Special Conditions of the Purchase – Sale Agreement that has entered into an Agreement.
- 1.6. **Goods** – all goods that will be sold and / or delivered by the Seller and the works and / or services that the Seller will perform to the Buyer.
- 1.7. **Special Conditions of the Purchase – Sale Agreement** – special conditions Purchase – Sale Agreement signed by the Contracting Parties expressing the will of the parties to conclude the Agreement and establishing its content.
- 1.8. **Contracting Parties or Parties** – the Buyer and the Seller.
- 1.9. **Agreement** – the agreement concluded between the Buyer and the Seller, which includes the Special Conditions of the Purchase – Sale Agreement and these General Conditions of the Purchase - Sale Agreements, as well as all amendments, additions, approved Orders, credit agreements and terms of use of the TD Online system (if using the TD Online system).
- 1.10. **TD Online system** – Seller-managed electronic ordering and confirmation system.
- 1.11. **Order** – order of Goods submitted by the Buyer in accordance with the procedure established by the Agreement.
- 1.12. **Order Form** – a document template unilaterally established by the Seller, filled in by the Buyer and intended for the submission of the Order. The order form may be modified at the initiative of the Seller without prior notice and published on the Seller's website in accordance with the procedure established in the Agreement.

2. General Provisions

- 2.1. These General Conditions of the Purchase – Sale Agreements are applicable to all purchase – sale, supply and other contracts entered into between the Parties.
- 2.2. The individually discussed contractual relations between the Parties shall be subject to the Special Conditions of the Purchase – Sale Agreement.
- 2.3. The terms and definitions used in the Special

Conditions of the Purchase – Sale Agreement are in their sense consistent with the values set out in the terms and conditions of the General Conditions of the Purchase – Sale Agreements, unless clearly agreed upon in the Special Conditions of the Purchase – Sale Agreement.

3. Product Range and Price

- 3.1. The range of products and the price of the goods are indicated in the Price-list.
- 3.2. The Buyer can get acquainted with the range valid at the appropriate time at the Seller's registered office or in the Price-list on the Internet, if the Buyer is given the right to purchase the Goods using the TD Online system.
- 3.3. The range of Goods and the Price in the Price-list are presented for informational purposes and are not considered to be the obligation of the Seller. Notwithstanding other terms of the Agreement, the Seller shall in all cases be entitled to unilaterally change the range of Goods and the price up to the Order confirmation.
- 3.4. Regardless of which currency the price of the Goods is specified in the Price-list, the Buyer pays the Seller the price in euro according to the rate established by the European Central Bank on the euro and the foreign currency indicated in the Price-list, valid on the day of the invoice, unless a separate written agreement has been concluded between the Buyer and the Seller on the payment of the price of the Goods in another currency specified in advance by the Parties. In cases where a separate written agreement has been concluded between the Parties on payment of the Goods price in another specific currency, the Buyer shall pay the price to the Seller according to the rate established by the European Central Bank on the euro and the foreign currency indicated in the Price-list. The Buyer assumes all the risks associated with the exchange rate changes.
- 3.5. Price discounts may be applied only under a separate agreement between Buyer and Seller.
- 3.6. The price specified in the Price-list and the approved Orders does not include the Buyer's payment for transportation and the administration of purchase – sale agreement. The Seller indicates the price of these additional services on its website. The Seller has the right to unilaterally change the additional service rates indicated on the website, but such altered rates are not valid for the Seller's Orders approved prior to the change of rates.

4. Submission, Confirmation and Cancellation of Orders

- 4.1. The Order form is approved by the Seller. Only Orders submitted under the Seller's approved form are accepted. The Seller may at any time, unilaterally change the Order form by posting a new form on its website.
- 4.2. Buyer may submit the Goods Order form, and the Seller may issue Order confirmation and other notices according to the Agreement:

- 4.2.1. By submitting to the Seller a written Order; or
 - 4.2.2. By submitting an Order by electronic means of communication (using the TD Online system, if the Buyer is given the right to purchase Goods using the TD Online system, or another electronic Order submission form, provided by Seller, or by e-mail).
 - 4.3. When using the TD Online system, the Orders are accepted in accordance with the terms of use of the TD Online system published by the Seller. By using TD Online, the Seller undertakes to unconditionally comply with the terms of use of the TD Online system and is responsible for the accuracy of the data provided by the TD Online system. The granting of the right to use the TD Online system is confirmed in the Special Conditions of the Purchase – Sale Agreement.
 - 4.4. The Buyer is responsible for the security and availability of the tools used to place the Orders exclusively for persons authorized to place Orders. All and any Orders submitted in accordance with the Special Conditions of the Purchase – Sale Agreement shall be deemed to be valid.
 - 4.5. Orders are deemed approved by the Seller and binding Buyer to purchase ordered Goods when the Seller has sent such Order confirmation by any means mentioned in Clause 4.2 (i.e., confirmed the Order).
 - 4.6. If the Seller's Order confirmation does not match the Order submitted by the Buyer (except for minor inconsistencies or clear errors with obviously correct decision), such Order confirmation will be considered as the Seller's refusal to confirm the submitted Order and to offer the Buyer a new Order in the specified conditions. The confirmation of such a repeated Order shall be done in accordance with the procedure specified in Clause 4.5.
 - 4.7. The Buyer may refuse to accept the Order before receiving the confirmation from the Seller by submitting a respective notice to the Seller by using the means indicated in Clause 4.2. After the confirmation of the Order, the Buyer may refuse the Order only with the permission of the Seller.
 - 4.8. The Seller makes a decision on the Order confirmation within 3 business days. If the Order is not confirmed within this term, it is considered that the Order has been cancelled.
 - 4.9. By submitting the Order, the Buyer agrees with the delivery term specified in the Order and has no claims against it.
 - 4.10. If unable to perform the confirmed Order on time and duly due to valid reasons, the Seller shall have the right to at any time unilaterally cancel the confirmed Order by sending a notice to the Buyer and, if possible, submitting to the Buyer a proposal for the submission of a new Buyer's Order. In such case, such new Buyer's Order is deemed approved when such new Buyer's Order is confirmed by the Seller, as specified in Clause 4.5. The Seller undertakes to act honestly and to exercise this right only if the execution of the Order as a result of the circumstances beyond the control of the Seller becomes impossible due to substantial increases in the execution price or the occurrence of *force majeure* circumstances established in legal acts.
 - 4.11. If the manufacturer of the Goods increases their price before the delivery of the Goods, the Seller shall unilaterally suspend the execution of the Order and offer the Buyer to execute the Order according to the changed price of the Goods. If the Buyer does not approve the offer, the Order shall be unilaterally cancelled at the initiative of the Seller.
 - 4.12. The Parties agree that if the Order is cancelled on the grounds specified in Clause 4.11 above, they will not claim damages or other penalties from each other.
- ## 5. Quality and Acceptance of Goods
- 5.1. Unless otherwise stated in the Price-list or the Order confirmation, the quality of the Goods is in accordance with the manufacturer's specifications, standards and technical conditions specified in the technical documentation for Goods.
 - 5.2. At the time of transfer of goods, the Seller's authorized representative and the Buyer's authorized representative inspect the Goods in the range of Goods indicated on the bill of lading and / or VAT invoice. The Buyer must accept the delivered Goods that meet the specified range in accordance with the procedure set out in Clauses 5.3 - 5.4 of these Conditions.
 - 5.3. When inspecting the Goods, the Customer's authorized representative must check and make sure that the outer packaging of the Goods is not intact and that there are no external defects in the appearance of the Product (if such defects can be determined without detriment to the Packaging of the Goods). If the defects are not established, the Buyer's authorized representative accepts the Goods by signing on the transport documents of the goods.
 - 5.4. In case of defects of the outer packaging of the Goods, the Seller's representative, together with the Buyer's representative, unpacks, inspects and evaluates it. In the absence of an external defect, the Goods are unloaded and accepted by the Buyer, as provided for in Clause 5.3 of the Agreement, together with the writing of an act of a breach of Goods, stating and briefly describing the defect of the outer packaging.
 - 5.5. The Goods with an external defect may be rejected by the Buyer and returned to the Seller's representative or may be accepted by the Buyer, after agreeing (with the responsible representatives of the Seller at the central headquarters) the acceptable price of the Purchase – Sale of the Goods and drawing up the corresponding act.
 - 5.6. After signing the Goods transport document (invoice, bill of lading or other transfer-acceptance document of the Goods) by the Buyer's authorized representative, the Goods shall be considered to have been delivered in proper condition and quality, without Goods or packaging defects that are not attributable to factory defects, as well as Goods without discrepancies in the assembly of the Goods (those that can be identified during the external inspection of the Goods). The Seller is released from liability against the Buyer, for

damage to the Goods, if the cause of such damage is not a factory defect, and for discrepancies in the assembly of the Goods, if these discrepancies can be identified during the external inspection of the Goods.

6. Warranty

- 6.1. The Goods sold to the Buyer by the Seller are subject to the warranty terms and conditions of the respective Goods manufacturers, as specified in the specific documentation of Goods. The warranty term starts to run from the moment when the Goods are delivered to the Buyer.
- 6.2. The Parties agree and acknowledge that the Seller does not perform repairs itself. The Seller only mediates with the provision of the manufacturer's warranty, i.e. indicates the technical centres of the respective manufacturer in the destination country, to which the Buyer must apply for a warranty service of Goods.
- 6.3. If there are no technical centres of the respective manufacturer in the destination country, the Buyer at its own expense shall present the Goods to the Seller's designated place in the destination country, from where they are sent for a warranty repair abroad.
- 6.4. Goods that cannot be repaired and which must be replaced shall be delivered to the Seller in the original set, unless it is not necessary in accordance with the warranty conditions of the relevant Goods.
- 6.5. The Buyer, together with the Goods submitted for warranty repairs or replacement, must provide the Seller with a corresponding copy of the purchase bill and complete the Seller's refund form.
- 6.6. If the Goods sent for a warranty repair abroad comply with the manufacturer's specifications, standards and technical conditions specified in the technical documentation of Goods and are functioning properly or if the Goods have been damaged due to the factor the Buyer is responsible for (the warranty is not applicable as provided for in Clause 6.7 of these Conditions) and therefore they are not covered by warranty repairs, the transportation of Goods and the related costs to the Seller shall be paid by the Buyer.
- 6.7. The warranty provided by the manufacturer does not apply if it becomes apparent that the defects in the Goods were due to improper use of the Goods, i.e. due to arbitrary repairs, alterations in equipment or the like, also if the manufacturer's established use, storage or other instructions were not respected.

7. Delivery of Goods

- 7.1. Unless otherwise agreed, the Seller delivers the Goods to the Buyer in the specific address specified in the Special Conditions of the Purchase – Sale Agreement. For delivery and other additional services, the procedure and terms specified in Clause 3.6 of these Conditions shall be paid.
- 7.2. The Buyer must be prepared to accept the Goods at the time specified by the Seller and assist the

Seller's representative to unload them. The Buyer must accept the delivered Goods immediately.

- 7.3. If the Buyer does not accept the Goods as stipulated in Section 5 "Quality and Acceptance of Goods" of these Conditions, the Seller may sell the same Goods to other buyers, and the Buyer is obligated to pay the defaults specified in these Conditions and to compensate Seller for the expenses related to the execution of the Order, including, but not limited to, payment for transportation and handling of sales formalities and administration of the Agreement.
- 7.4. When Seller sells the same Goods to other Buyers, the relevant Order is deemed to have expired.

8. Payment Procedure

- 8.1. Settlements between the Parties are executed by bank transfer unless otherwise agreed upon separately. Payments are considered to be fulfilled when they are credited to the Seller's account specified in the Special Conditions of the Purchase – Sale Agreement or other account specified by the Seller.
- 8.2. Settlements between the Parties are executed by bank transfer. The Buyer is required to make payments for Goods and settle them in advance on the basis of Clause 8.1 of these Conditions, up to the date specified in the Order confirmation. The Parties agree that Order confirmation is a reasonable basis for payment.
- 8.3. The Seller refuses to transfer the Goods in accordance with the terms of these Conditions until the correct settlement. If the Buyer delays paying for more than 5 days, the Seller may unilaterally cancel the Order and may sell the same Goods to other buyers, and the Buyer is obligated to pay the defaults specified in these Conditions and to compensate Seller for the expenses related to the execution of the Order, including, but not limited to, payment for transportation and handling of sales formalities and administration of the Agreement. This condition does not oblige the Seller to sell the Goods to other buyers and does not release the Buyer from the obligation to purchase the Goods if they are not sold to third parties.
- 8.4. At the Buyer's request, the Seller may grant the Buyer the credit limit.
- 8.5. Granting a credit limit is Seller's right, but not a duty.
- 8.6. The Seller may refuse to set the credit limit, at any time, unilaterally change or cancel any credit limit. In the absence of a breach of the Agreement, after the cancellation or reduction of the credit limit (amount or term), the total amount of the credit limit used (or the amount exceeding the amount / term of the new credit limit used) shall be paid to the Seller's account no later than within 3 calendar days from the reduction of such credit limit or its cancellation and dispatch moment of notification by the measures specified in Clause 4.2.
- 8.7. The Seller has the right to demand, promptly, no later than within one calendar day after the moment of notification of the means indicated in Clause 4.2,

to repay all or part of the amount of the used credit limit.

- 8.8. The Buyer agrees that in granting the credit limit, the Seller and / or the insurance company selected by Seller for such operating credits use information about the Buyer provided by third parties and the Buyer itself, and the Buyer undertakes to provide the Seller with the information required by the latter or known to Buyer, which helps to assess the Buyer's financial position and its ability to properly execute the Agreement, including all powers to collect such information.
- 8.9. If the Buyer exceeds the granted credit limit, breaches the payment term or other established terms and conditions of the credit limit, the Seller will acquire the right to suspend the Buyer's Order execution.
- 8.10. All amounts paid to the Seller by the Buyer are automatically offset against the oldest Buyer's obligations to the Seller, regardless of the purpose of the payment specified in the Buyer's payment documents.

9. Ownership and Restrictions

- 9.1. Regardless of whether the Goods have been transferred, the Goods ownership passes to the Buyer only from the moment of full settlement with the Seller.
- 9.2. The risk of accidental loss or damage to the Goods, as well as any impairment of their value, passes to the Buyer from the time of the transfer of the Goods to the Buyer.
- 9.3. Up to the moment of transfer of ownership of the Goods to the Buyer, the Seller must keep and properly store the Goods, taking into account the recommendations of the manufacturers. The Seller is forbidden to use the Goods in such a way as to reduce their value or the transfer of them to the Buyer would become difficult or impossible.
- 9.4. The Seller has the right to demand the immediate return of the Goods belonging to it in the event of breach of the settlement terms specified in these Conditions or individual agreements between the Parties.
- 9.5. The Buyer is aware that manufacturers or authorized distributors of the individual Goods have foreseen distribution, secondary sales and other additional restrictions. The Buyer purchases the Goods at its own risk, i.e. before ordering the Goods, it is necessary to find out whether the ordered Goods are subject to restrictions and comply with them. In the absence of such obligations, the Buyer shall assume full liability for any breach of such obligations, including any compensation paid to the Seller for the damage caused thereby.
- 9.6. The Buyer must comply with Seller's general instructions in respect of all marketing activities proposed to be undertaken. The Buyer must also comply with the rules and principles established in Code of TD Baltic Business Conduct and Ethics.
- 9.7. The Buyer confirms that he is fully responsible for the payment of all import or export tax and duties in relation thereto, and all certificates, or permissions,

including but not limited to such relating to encryption, wireless capability etc, when exporting and importing the Goods, purchased from the Seller.

9.8. The Buyer acknowledges that it is familiar with the Foreign Corrupt Practices Act (the "FCPA") of the United States and the prohibitions regarding the payment or giving of, or the promising to pay or give, anything of value, either directly or indirectly, to an official of foreign government, foreign political party, or public international organization, for the purpose of influencing an act or decision in his official capacity, securing any improper advantage, or including the official to use his or his party's influence with that government or international organization, to obtain or retain business involving Goods. The Buyer agrees to not violate or knowingly let anyone violate the FCPA with respect to the sale, licensing or use of Goods. The Buyer further agrees that it will not employ the services of any respect to distribution of Products unless it has obtained a similar acknowledgement and agreement from such third person or party.

10. Personal Data

- 10.1. The provisions of this chapter apply if Personal Data is processed in the course of the conclusion or performance of the Agreement. The Parties agree that the Personal Data shall be processed in this order:
 - 10.1.1. the Seller does not verify the legality and timing of the processing of Personal Data transferred by the Buyer, and the Buyer guarantees and confirms that the Personal Data transferred by the Buyer is legally collected, managed, used and processed and the Buyer has the right to transfer the Personal Data to the Seller. The Buyer shall accept responsibility for the consequences of incorrect or inaccurate data.
 - 10.1.2. The Seller uses, manages and processes the Personal Data received from the Buyer for the purpose of performance of the Agreement, in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC and other legislation governing personal data processing and protection. On this basis, the Seller may disclose Personal Data also to the courier or other third party delivering that is delivering the Goods.
 - 10.1.3. The scope of the Personal Data transferred and the term of the storage are determined depending on the Goods purchased by the Buyer in accordance with the Agreement and that are subject to the processing of Personal Data.
 - 10.1.4. The Seller shall not process Personal Data for longer than is necessary to attain the purposes of the Agreement, unless it has a legitimate reason to process Personal Data for longer.
 - 10.1.5. The Buyer ensures the safe transfer of Personal Data to the Seller (with a password, limited access

- via a cipher, etc.).
- 10.1.6. If the Personal Data subject and / or authorized institution inform the Seller that the Personal Data is collected, used, managed, processed illegally, the Seller does not verify such information, but considers that it is correct and has the right to suspend all or part of the Personal Data.
 - 10.1.7. The Parties undertake, at their own expense and in their power, to implement the appropriate organizational and technical measures to protect Personal Data from accidental or unlawful destruction, alteration, disclosure, and any other unlawful processing.
 - 10.1.8. If the Buyer fails to comply with the obligations related to the Personal Data protection set forth in this Agreement and / or arising from the requirements of the legal acts and / or binding instructions, or if the confirmations or warranties provided by the Buyer become incorrect, the Seller has the right to suspend the execution of the Agreement insofar as it concerns the use of Personal Data for the performance of the Agreement, until such time as the Buyer begins to perform such duties properly and eliminates the consequences arising from the failure to fulfil such obligations. The Buyer shall bear all costs, expenses, damages and losses incurred by the Seller.
 - 10.1.9. When the Buyer or the Buyer's customer transfers a warranty repair or returns the Goods, the Buyer is responsible for the information and data, including the Personal Data contained in such Goods. In such a case, the Seller will not be obliged to ensure that the information and data contained in the Goods are processed lawfully.

11. Liability

- 11.1. The Buyer, having missed the terms for settlement of the Goods specified in Clause 8.2 of these Conditions, pays 0.05% interest to the Seller on each day of delayed payment which is calculated from the amount not paid in due time. The Buyer shall compensate the Seller for all expenses related to the recovery of the Buyer's debts to the Seller, including reasonable expenses for lawyers and operating costs for credit insurance.
- 11.2. The Buyer, without justifiable reason refusing to accept (not accepting) ordered Goods, pays to the Seller penalties equal to 30 (thirty) percent from the value of the unaccepted Goods which are considered as minimal Seller's losses.
- 11.3. The Parties undertake to indemnify each other for any loss, damage or expenses (including legal costs and expenses for lawyers) that the Party has suffered or that have been caused due to the breach, non-performance or misconduct of one of its contractual obligations (including confidentiality) in accordance with the Agreement.
- 11.4. The Parties agree that the Seller's liability is limited to the direct loss incurred and proven by the Buyer, which in all cases may not exceed 5% from the price of the Order, the execution of which is connected with the breach of the

Agreement.

12. Confidential Information

- 12.1. Confidential information shall be deemed to be non-public information in its entirety, including but not limited to:
 - 12.1.1. Seller discount policy;
 - 12.1.2. Prices of Goods, except for those publicly announced;
 - 12.1.3. Seller vendors (not manufacturers), regardless of whether the information about them is received from the Seller or through the Goods transportation documents;
 - 12.1.4. Defaults paid by the Parties and any other payments, claims and waivers.
- 12.2. The Parties undertake to protect all confidential information known to them (regardless of whether it is provided orally or in writing) and, with the consent of the other Party, not to disclose it to third parties, with the exception of mandatory cases established by the laws of the contracting state, lawyers, advisers and auditors of each Party. The Parties confirm that the confidential information must be protected and not disclosed to any third party.
- 12.3. Confidential information is not considered to be:
 - 12.3.1. information that is or is made public in accordance with the law;
 - 12.3.2. information that is or is made public not by reason of breach of the confidentiality obligations of this Agreement and (or) other violations of the law;
 - 12.3.3. information required to be disclosed under imperative requirements of law, but only to the extent that disclosure is required by the said laws.
- 12.4. Confidentiality obligations are valid indefinitely, regardless of the validity of the Agreement.
- 12.5. The Parties must notify each other without delay if they become aware or suspect that the confidential information has been disclosed to persons who are not entitled to receive it.

13. Agreement Validity and Termination

- 13.1. The Agreement enters into force upon signing the Special Conditions of the Purchase – Sale Agreement.
- 13.2. The Agreement is concluded for an indefinite term and may be terminated unilaterally by either of the Parties upon notifying the other Party not less than 10 calendar days in advance.
- 13.3. Upon termination of the Agreement, all confirmed Orders shall remain valid, all contractual conditions shall apply to their execution and settlement.
- 13.4. The Seller has the right to unilaterally change the General Conditions of the Purchase – Sale Agreement notifying the Buyer about this no later than within 30 calendar days.
- 13.5. Without the prior consent of the other Party, it is prohibited to transfer the rights and obligations acquired by the Agreement, with the exception of the Seller's right to transfer overdue Buyer's arrears.
- 13.6. Invalidity of any provision of the Agreement or its

parts does not automatically invalidate the remaining provisions of the Agreement. If any of the provisions of the Agreement as to the requirements of its conflict of laws is / becomes null and void or partially valid, the Parties must immediately take all reasonable measures to amend such provision to the maximum extent possible and without distorting both the provision so far and the substance and meaning of the Agreement itself, and also take all reasonable measures to avoid adverse consequences for the Parties.

14. Dispute Settlement and Applicable Law

- 14.1. The Agreement is concluded, is subject to and must be interpreted in accordance with the law of the contracting state.
- 14.2. All disagreements and disputes between the Parties are resolved by mutual negotiations.
- 14.3. If the Parties fail to resolve the dispute in a peaceful manner, it shall be resolved in accordance with the procedure established by the legal acts of the contracting state, at the competent court in Vilnius.

TD ONLINE SYSTEM TERMS OF USE

1. Terms Used

- 1.1. **Administrator** – a representative appointed and authorized by the Buyer, who controls the use of the System, whose identification data and information are specified in the Special Conditions of the Sales –Purchase Agreement.
- 1.2. **System** – TD Online System.
- 1.3. **Password** – the password provided to the Administrator in accordance with these terms of use.
- 1.4. **Users** – persons hired by the Buyer and appointed by the Administrator (Buyer's Employees and authorized Representatives) entitled to use the TD OnlineSystem.
- 1.5. Other terms used in these Terms of Use are in accordance with the terms used in the General Conditions of the Purchase – Sale Agreements of UAB TD Baltic unless otherwise explicitly stated in these terms.

2. Purpose of the System

- 2.1. The system provides the Buyer with a convenient and prompt opportunity to electronically submit Goods Orders to the Seller and receive such Orders confirmations.
- 2.2. The Buyer is a System User. The use of the System does not confer any rights to the Intellectual Property of the System to the Buyer.

3. Orders and their Execution

- 3.1. Orders submitted by the Buyer are accepted, confirmed and executed in accordance with the Special and General Conditions of Purchase – Sale Agreements.
- 3.2. The submission of the Order using the System does not affect the application of the General Conditions of Purchase – Sale Agreements.
- 3.3. Orders submitted by the Administrator and the Users are binding to the Buyer.

4. Administrator

- 4.1. For the purposes of the System, the Buyer assigns an Administrator who acts as a Buyer's representative through the System.
- 4.2. The Administrator performs these functions:
 - 4.2.1. Appoints Users and administers their actions;
 - 4.2.2. Provides passwords for Users;
 - 4.2.3. Cancels users;
 - 4.2.4. Controls the accuracy of the information (addresses, other contact details, etc.) provided in the System and, in case of changes, ensure their updating.
- 4.3. The Buyer who lost control of the connection to the TD Online System reserves the right to change the password immediately informing the Seller in writing.
In such a case, the Buyer will be given a new password or will be able to set up a new password for itself.

- 4.4. System usage issues are resolved only by contacting the Administrator and its designated Users.
- 4.5. The Buyer assumes full responsibility for the actions of the Administrator and its designated Users through the System. The full risk of misuse of the System lies with the Buyer.

5. Password

- 5.1. The Seller gives the Administrator a Password for the use of the System.
- 5.2. The Password performs these functions:
 - 5.2.1. Allows access to and use of the System;
 - 5.2.2. Identifies the Buyer in the System;
 - 5.2.3. Confirms the Buyer's agreement with the Orders submitted and other actions in the System.
- 5.3. The Buyer is responsible for the confidentiality and proper use of the Password.
- 5.4. In case the Buyer loses the Password or the Password becomes known to third parties, all actions taken by using the Password before the written request for the replacement / cancellation of the Password are deemed to be made by the Buyer and binding on it. These provisions apply *mutatis mutandis* to User passwords.

6. System Operation and Improvement

- 6.1. The System is an ancillary measure for the performance of the Agreement and its operation or omission has no effect on the overall validity and enforceability of the Agreement. System malfunctions, interruptions of operation or any interference may not be the basis for the occurrence of damage to the Buyer and claims for such damage.
- 6.2. The Seller, without prior notice from the Buyer and without any reason, is entitled to:
 - 6.2.1. Modify (change, modify, etc.) the System, including the change of the Password granted to the Buyer;
 - 6.2.2. Temporarily suspend access to the System (use of it) due to repair, update or other reasons;
 - 6.2.3. Terminate the functioning of the System;
 - 6.2.4. Restrict the ability of the Buyer, the Administrator or individual Users to use the System.

7. Application of the Terms

- 7.1. These terms apply to the use of the System by the Buyer. The application of the terms does not restrict the application of the Special and General Conditions of the Purchase – Sale Agreements.
- 7.2. In the event of any conflict between the terms of the Special and General Conditions of the Purchase – Sale Agreements and these Terms, these Terms shall prevail insofar as they relate to the use of the System, in other cases the provisions of the Special and General Conditions of the Purchase – Sale Agreements are applied.
- 7.3. These terms may be changed by the Seller at any time, without prior notice and consent of the Buyer. For the Orders placed on the System, the terms of

use of the System specified on the Seller's website apply during the placement of the Order.

- 7.4. Termination of the System operation does not affect the validity and execution of the Agreement.
- 7.5. The use of the System is subject to all provisions of the Special and General Conditions of the Purchase – Sale Agreements, including but not limited to the terms and conditions of the range of Goods, prices, Orders, quality and acceptance of Goods, warranties, delivery of Goods, payment procedures, restrictions on the rights to Goods, liability and confidentiality. The Buyer that violates these terms is deemed to have breached the Agreement.
- 7.6. In the event of breaches of these terms, the Parties shall be liable in accordance with the procedure established in the Special and General Conditions of Purchase – Sale Agreements.

ANNEX to SALES AND PURCHASE AGREEMENT No. _____
concluded by and between **UAB TD BALTIC** and _____
Vilnius, _____, 2021

Please complete the below questionnaire, sign and return to TD Baltic UAB:

FULL COMPANY NAME Please indicate legal Company name.	
PARENT COMPANY & GROUP NAME Please provide legal name of the parent company and indicate if you are part of a group.	
ADDRESS Please indicate the Company's legal and physical addresses.	
TRADE REGISTRATION Please provide the Company's registration certificate and a valid extract (less than 6 months old) of the trade register in English.	Please attach
VAT NUMBER Please provide Certificate of value added tax payer and VIES VAT number validation.	Please attach
PROVIDE TWO COMPANY CONTACTS Please indicate: name, position, telephone and email.	
COMPANY EXECUTIVE TEAM Please provide functional organizational chart including executive team members' name (CEO).	Please attach

DELIVERY ADDRESS If delivery address differs from legal Company address, please indicate the reason.	
PERSON AUTHORISED TO ACCEPT GOODS SHIPED	
BANK ACCOUNT INFORMATION Please provide bank account number.	Please attach
Year of foundation	
Number of employees	
Turnover/last fiscal year	

BUYER

Signature: _____

Representative: _____

Position: _____

