

CONTRACT

Tallinn

..... 20..

ARUTECH PARIMAD AKNAD OÜ (hereinafter the “Contractor”), represented by a person acting under authorization, and (hereinafter the “Client”), represented by, acting under, have concluded this Contract as follows:

1. Subject of the Contract

- 1.1 The Goods are the products supplied by the Contractor.
 - 1.2 The Client is aware of the technical characteristics of the Goods and agrees to the quality requirements established by the Contractor.
 - 1.3 The Contractor undertakes to deliver the Goods to the Client, the quantity, assortment and price of which are specified in Annex No. 1 to this Contract and in the technical tasks attached to the Contract.
 - 1.4 The Client undertakes to accept the Goods and pay for them under the terms set forth in this Contract.
 - 1.5 The Contractor has the right to change the total Contract amount if the technical dimensions of the components are modified and such changes have been approved in writing by the Client.
 - 1.6 Amendments to the Contract may be made only within three days from the date of signing. No further changes will be accepted thereafter.
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2. Obligations of the Parties

- 2.1 The Contractor undertakes to manufacture the products in week of the year 20....
 - 2.2 Delivery terms: Ex-Worx from the Contractor’s warehouse, unless otherwise agreed in Annex No. 1.
 - 2.3 The Client undertakes to accept the Goods by quantity and quality, for which a delivery-acceptance act shall be prepared at the time of transfer.
 - 2.4 If the Client does not arrange acceptance of the Goods within three days after receiving notice of completion, the work shall be deemed completed and no subsequent claims will be accepted.
 - 2.5 If deficiencies are discovered, the Client must indicate them in the delivery-acceptance act.
 - 2.6 The Contractor is obliged to eliminate the deficiencies specified in the act within 1 month after signing the delivery-acceptance act.
 - 2.7 The Contractor provides a 5-year warranty for the Goods. The warranty does not apply to products not manufactured by the Contractor. Window adjustment is not included in the warranty.
 - 2.8 The heat transfer coefficient and the weight of the element are based on theoretical calculations; actual values may differ slightly.
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3. Settlement Procedure

- 3.1 The Client shall pay 50% of the total Contract amount (advance payment) to the Contractor's bank account no later than Sunday, 20...
- 3.2 The Client shall pay the remaining 50% to the Contractor's bank account before collecting the Goods, within three days of receiving notice of completion.
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4. Liability of the Parties

- 4.1 The Contractor may refuse to fulfil the order and unilaterally cancel the Contract without justification, by notifying the Client in writing.
- 4.2 Upon unilateral termination of the Contract by the Contractor, the Contractor shall return the partial payment received from the Client within 10 days after notifying the Client of the termination. No contractual penalty shall be applied.
- 4.3 If the Client wishes to cancel the Contract, they must compensate all office expenses related to preparing the Contract at a rate of 10 EUR per product unit, as well as production costs according to the Contractor's calculations.
- 4.4 If the Contractor fails to complete the Goods within the timeframe stated in clause 2.1, the Client has the right to reduce the Contract amount by 0.15% of the prepaid sum for each delayed day, but not more than 3% of the total Contract value.
- 4.5 If the Contractor fails to eliminate deficiencies within the period specified in clause 2.5, the Client has the right to request a penalty of 0.15% of the deficiency amount for each delayed day, but not more than 3% of the Contract sum.
- 4.6 If the Client fails to pay the sums due under clauses 3.1 or 3.2 on time, the Contractor may charge a penalty of 0.15% of the unpaid amount for each day of delay.
- 4.7 If the payment under clause 3.1 is delayed, the production time will be extended by the number of delayed days.
- 4.8 If payment under clause 3.1 is delayed by more than one month, the Contractor has the right to demand payment of the entire Contract amount within 10 days of issuing the invoice. A new delivery date shall be set by mutual agreement.
- 4.9 If the Client does not collect the Goods from the Contractor's warehouse (unless otherwise specified in Annex No. 1) within 5 days after receiving notice of completion, the Contractor may charge an additional fee of 2 EUR per product unit for each day of storage.
- 4.10 The Contractor is not liable for delays in delivery if the delay is caused by a documented traffic accident.
- 4.11 The Contractor is not liable for failure or improper performance of obligations due to force majeure circumstances, including:
- natural disasters,
 - acts of war.
- 4.12 If the Client has debts to the Contractor or fails to fulfil the terms of other agreements, the Contractor may suspend obligations or terminate any contract and use the advance payment to cover the Client's debt.
- 4.13 The Contractor is not required to perform obligations personally and may subcontract any work without the Client's consent.
- 4.14 If the Client receives windows and accessories without installation by ARUTECH PARIMAD AKNAD OÜ, it is assumed the Client has all necessary knowledge and skills for installation and adjustment. ARUTECH PARIMAD AKNAD OÜ is not liable for installation errors, and warranty obligations do not apply. Necessary instructions may be obtained from the sales office.
- 4.15 All additional instructions are available at www.arutech.ee. By signing this Contract, the Client confirms having received all necessary instructions for installation, transport, storage, and other guidelines provided by Arutech Parimad Aknad OÜ.

5. Dispute Resolution

5.1 Disputes between the Parties shall be resolved by mutual agreement.

5.2 If no agreement is reached, disputes shall be resolved in Harju County Court in accordance with the laws of the Republic of Estonia.

6. Final Provisions

6.1 This Contract enters into force upon signing by both Parties and remains valid until full performance of obligations.

6.2 The Contract is prepared in two copies, one for each Party.

6.3 All annexes mentioned in the Contract form an integral part of the Contract and must be prepared in writing and signed by both Parties.

6.4 The terms of the Contract may be amended only by written agreement of both Parties.

6.5 After signing this Contract, all previous agreements/quotations/contracts become void.

6.6 The Client agrees to the transfer of the following personal data provided by them to ARUTECH PARIMAD AKNAD OÜ — personal identification code, debt occurrence and termination dates, and amounts — to AS Krediidiinfo and permits processing of these data for credit decision purposes within the payment default registry managed by AS Krediidiinfo.

6.6.1 The right to transfer data to AS Krediidiinfo arises when the Client has an outstanding financial obligation under this Contract.

6.6.2 Information on the processing conditions is available at www.krediidiinfo.ee.

6.7 The Client may access the data processed about them on the website www.krediidiinfo.ee.

6.8 The Client has the right to request correction, clarification or termination of processing of their data in accordance with the Personal Data Protection Act.

6.9 Consent to data processing: By signing this Contract, I consent to the processing of my personal data within the scope of this Contract.

7. Signatures and Addresses of the Parties

Contractor:

ARUTECH PARIMAD AKNAD OÜ

Reg. No. 10586774

Allika tee 3, Peetri 75312, Rae vald, Estonia

Tel. 6610702

Sales Representative (Head Office):

Client:

Name:

Address:

Tel/Fax:

Document/Date of Birth/Reg. No.: