

INTRODUCTION

The General Terms and Conditions of Sale is a document that sets out the principles and rules governing the relationship between OÜ Data Print (Seller) and the Buyer, and the General Terms and Conditions of Sale for the conclusion of transactions between OÜ Data Print and the Buyer.

Both the Seller and the Buyer undertake to follow good business practices in all their activities.

DEFINITIONS

- **Price Offer** – a written offer made by the Seller to the Buyer concerning the terms and conditions of the purchase and sale of the Product.
- **Buyer** – any natural or legal person who purchases or expresses a wish to purchase Products sold by the Seller.
- **Parties** – the Seller and the Buyer together.
- **Order** – a request sent by the Buyer to order Products, which the Seller confirms with a written Order Confirmation, which the Seller undertakes to perform and which is considered to be an agreement between the Buyer and the Seller for the purchase and sale of a certain Product.
- **Deadline** – the term for the execution of an Order, when the Product must be ready for delivery to the Buyer.
- **Legal Relations** – the legal relations that arise between the Buyer and the Seller when the Buyer purchases the Seller's Products.
- **The General Terms and Conditions** – these General Terms and Conditions of Sale.

1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions apply to all Legal Relations.
- 1.2. In addition to the General Terms and Conditions, Legal Relations are governed by the laws and legal provisions of the Republic of Estonia and the Order and, if a contract exists, the Contract.
- 1.3. The General Terms and Conditions can be found on the Seller's website www.dataprint.ee.
- 1.4. If the General Terms and Conditions conflict with the Order, the provisions set forth in the Order shall apply. If there is any conflict between the General Terms and Conditions or the Order and the Contract, the provisions set forth in the Contract shall prevail.
- 1.5. If context so requires, the singular words in the General Terms and Conditions shall mean plural and vice versa. The headings of the clauses of the General Terms and Conditions are only for the convenience of reading and do not affect, to any extent, the interpretation of the content of the clauses.
- 1.6. Each clause of the General Terms and Conditions shall be interpreted in conjunction with the other clauses of the General Terms and Conditions, based on the idea and purpose of the General Terms and Conditions.

2. PRICE OFFER

- 2.1. The Price Offer shall be valid for the period indicated therein. If the term of validity of the Price Offer is not specified separately within, the Price Offer shall be valid for 30 (thirty) calendar days from the date of submission of the Price Offer to the Buyer by the Seller.
- 2.2. Acceptance of the Price Offer, or the Order, shall be forwarded by the Buyer in writing.
- 2.3. The contents of the Price Offer shall be confidential and the Parties shall not have the right to use it for any other purpose or disclose it to third parties.

3. EXECUTION, DELIVERY, AND RECEIPT OF WORKS

- 3.1. To purchase a Product, the Buyer submits an Order to the Seller. The Seller confirms the Order by means of a written Order Confirmation, specifying in addition to the Price of the Product also the deadline for execution, and other important conditions.
- 3.2. The Buyer undertakes to take receipt of the ordered Products at the agreed time and place. If the Buyer violates the above obligation, the Seller shall have the right to demand reimbursement of the respective costs. If the Buyer fails to accept the Products made by the agreed deadline for more than 30 calendar days, the Seller shall have the right to dispose of the Products and demand compensation from the Buyer for the damage caused.
- 3.3. Due to the specific nature of the technology, the Seller cannot always guarantee the exact quantity. The permissible fluctuations of the quantity are +/-10% of the volume of the ordered quantity, invoiced on the basis of the quantity actually delivered. A lower produced quantity that falls within the limits of the quantity fluctuations is subject to fulfilment under a new order.
- 3.4. The delivery and receipt of the Products (except in the case given in section 3.2) shall be carried out on the basis of an accompanying document.
- 3.5. If a separate written contract of purchase and sale (hereinafter the Contract) containing additional conditions is concluded between the Buyer and the Seller for the purchase and sale of the Product, the Buyer and the Seller shall be subject to the conditions laid down in the Contract when purchasing and selling the Products.

4. LIABILITY OF THE PARTIES. CLAIMS.

- 4.1. The Parties shall be liable to each other for direct damage caused by improper performance of the Contract to the extent documented. The Parties shall not be liable for indirect damages caused to each other (loss of income, disturbance of economic activity, etc.).
- 4.2. Claims shall be submitted by the Parties to each other in writing. In the event of a dispute, the claimant must prove the submission of the claim. The claim letter must indicate the name of the defective Product and the description of the fault, and include a sample, photo, or video. The claim must be accompanied by information enabling identification of the product/batches received from the Seller (roll/box sticker, delivery note).
- 4.3. The Buyer shall submit claims related to the quality of the Products within six (6) months (three (3) months in the case of thermal paper products) from the date of completion of the product. Any subsequent claims will not be satisfied.
- 4.4. The Seller shall not be liable for the non-compliance of the Products with the terms and conditions of the contract as a result of inaccurate instructions or shortcomings in the information provided by the Buyer. Minor differences in what has been agreed upon between the Parties shall not give the Buyer grounds to withdraw from the Contract.

- 4.5. If the Seller does not agree with the Buyer's claims regarding the non-conformity of the Products, the Parties shall order an expert opinion from an independent expert (the expert committee of the Association of Estonian Printing and Packaging Industry, whose composition is acceptable to both Parties). The costs related to the expert analysis shall be borne by the losing party. The expert opinion shall be definitively binding on the parties and shall not be subject to contestation.
- 4.6. **Liability of the food packager for migration:** The manufacturer of the food contact product shall be responsible for compliance with the Overall Migration Limit (OML) for substances as well as, where appropriate, for compliance with specific migration/safety limits and confirms compliance with Article 3.1. (c) of the Framework Regulation prohibiting the alteration of the organoleptic characteristics of the food. The user is responsible for the examination of the suitability of the packaging both for the planned filling good/foodstuff and kind of application. All our products are for indirect food contact and the Buyer must ensure the functional barrier (glass, ceramics, and aluminium) of the packaging. With sufficient thickness, PET may also serve as a functional barrier: this is based on a risk analysis carried out by the final manufacturer (packager). Unless otherwise indicated, for the self-adhesive labels: the siliconized liner has not been evaluated against the EU Framework Regulation (EC) No 1935/2004, since it should be removed from the laminate product before the label is applied to the packaging.
- 4.7. In the event that an agreement cannot be reached regarding disagreements between the Buyer and the Seller, the disagreements shall be resolved in court.

5. FORCE MAJEURE

- 5.1. Violation on the part of the Parties regarding the obligations assumed with the Contract is excusable if the violation occurred as a result of force majeure. Force majeure is a circumstance which the Party could not influence and, based on the principle of reasonableness, could not have been expected to take into account or avoid at the time of concluding the Contract or to overcome the impeding circumstance or its consequence. The Parties shall treat a strike, work stoppage, fire, or similar obstacle as force majeure.
- 5.2. A Party whose activity is obstructed by force majeure shall be obliged to inform the other party thereof at the earliest opportunity.

6. TERMS AND CONDITIONS OF PAYMENT

- 6.1. The Parties shall agree on the price of the products in the Price Offer. Unless otherwise stated in the Price Offer, the Seller shall submit an invoice with the agreed payment term.
- 6.2. The Buyer must pay for the products on the terms and in the manner agreed upon by the Parties. If the Seller requires that the Buyer pays the price in part or in whole as an advance payment, this shall be indicated in the Price Offer. In the case of a delay in payments, the Seller shall have the right to demand from the Buyer a fine for delay of 0.25% per day for each calendar day of delay in payment.
- 6.3. The ownership of the products remains with the Seller until payment in full has been received for the products.

- 6.4. If the Buyer delays payment of the invoice for more than 30 (thirty) days, the Seller has the right to surrender the claim against the Buyer to third parties. The Buyer is obligated to pay all of the expenses arising from the recovery of the debt.

7. OWNERSHIP AND COPYRIGHT

- 7.1. The tools, computer programs, printing plates, etc., obtained by the Seller for the production of products and for interim results are the property of the Seller and their ownership shall not transfer to the Buyer after the Products have been handed over to the Buyer unless otherwise specified in the Contract.
- 7.2. The risk of accidental destruction and the responsibility for the Products shall transfer to the Buyer at the moment of delivery of the Products. The moment of delivery is considered to be the moment when the Buyer or any person authorised by them takes delivery or should have taken delivery of the Products in accordance with the Contract. Ownership of the Products shall transfer to the Buyer when the entire agreed-upon price has been paid by the Buyer.
- 7.3. The Buyer is responsible for ensuring that, depending on the Seller, the rights of third parties are not violated in connection with the realisation of the Products.