GROGLASS GENERAL TERMS OF BUSINESS FOR SALE AND DELIVERY

Introduction

These General terms of Business for Sale and Delivery shall apply for all GroGlass' sales and deliveries and shall apply without any explicit reference.

The current version of these General Terms of Business for Sale and Delivery will always be available at GroGlass registered office at Katlakalna str. 4b., Riga, Latvia and/or on website www.groglass.com.

GroGlass reserves the rights to amend these General terms of Business for Sale and Delivery from time to time and in such a manner as We determine necessary by making always available the updated version as mentioned above and any such amendments will not have retroactive effect.

Herein below are set general rules for the PRODUCT sales and deliveries. Any derogation from these general rules shall be separately agreed between the PARTIES and specified in writing in the SPECIAL TERMS or other annexes, or in case the order placed on eStore – according to the terms settled in Return Policy and General Terms of Business published in the eStore.

1. **DEFINITIONS.** In these General terms of Business for Sale and Delivery the following words and expressions shall have the following meaning unless the context requires otherwise:

1.1.	**BUYER**	Means a company being entitled to purchase, resale, distribute, advertise or promote etc., as the case may be, the PRODUCTS and being a party to the CONTRACT and named in the SPECIAL TERMS;
1.2.	**COATING**	Coating is a special treatment of glass substrate provided by GroGlass.
1.3.	**COLLECTION DATE**	Means the date indicated by the SELLER when the PRODUCTS are ready for collection by the BUYER or its designated carrier;
1.4.	**CONFIRMED ORDER**	Means the ORDER confirmed by SELLER with ORDER CONFIRMATION letter as provided in section 5 hereof or confirmation received at eStore account;
1.5.	**CONSIGNEE ADDRESS**	Means the place (address) designated by the BUYER in Writing where the PRODUCTS shall be delivered as a final destination and if may differ from Delivery address;
1.6.	**CONTRACT**	Means a sale-purchase contract concluded between the PARTIES and consisting of the set of documents in priority sequence as follows: a) SPECIFIC ANNEXES (if any) b) SPECIAL TERMS c) GENERAL TERMS; any of the mentioned documents constitutes as an integral part of the CONTRACT.
1.7.	**DATE OF DELIVERY**	Means the actual date and time when the PRODUCTS are taken over by the BUYER or its designated carrier at the DELIVERY ADDRESS according to the terms of delivery;
1.8.	**DATE OF PLACEING THE ORDER**	Means the date when the filled – in ORDER is sent to SELLER's e-mail or order placed at the eStore.
1.9.	**DELIVERY ADDRESS**	Means the place (address) designated in ORDER by the BUYER where PRODUCTS must be taken over by the SELLER, the BUYER or its designated carrier;
1.10.	**DUE DATE**	Means the date when a payment becomes due and payable by the Party;
1.11.	**eSTORE**	SELLER'S online store and order platforms: https://order.groglass.com/in_em and https://order.groglass.com .
1.12.	**GENERAL TERMS**	Mean the effective version of these General Terms of Business for Sale and Delivery;
1.13.	**GLASS SUBSTRATE**	Glass that conforms the standard EN 572-2 and is used as raw material for coating.
1.14.	**GROGLASS PRODUCTS**	Mean the products labeled with trademarks and/or other intellectual objects owned or used on another legal basis by the SELLER and being in the SELLER's portfolio (assortment);
1.15.	**IN WRITING**	Means a notice or a document executed in written form and signed on paper or by electronic signature or a scanned copy of mutually signed document if send using e-mails defined in SPECIAL TERMS or confirmation sent online at the eStore;
1.16.	**ORDER**	Means an order for the PRODUCTS placed by the BUYER to the SELLER as provided by section 5 hereof;
1.17.	**ORDER CONFIRMATION**	A letter that SELLER sends to Buyer as a respond to placed ORDER.
1.18.	**PARTIES**	Mean the SELLER and the BUYER and "the PARTY" means either of them;
1.19.	**PRIVATE LABEL PRODUCTS**	Mean the products (literally product packaging) labeled with the trademarks and/or other intellectual objects owned or used on other legal basis by the BUYER;
1.20.	**PRODUCTS**	Mean coated glass produced or coating services carried out and sold by the SELLER; any reference to the PRODUCTS means the reference to both GROGLASS PRODUCTS and PRIVATE LABEL PRODUCTS, unless the context requires otherwise;
1.21.	**SELLER**	Means SIA "GROGLASS", registered under the laws of the Republic of Latvia with registration No 40003710276 and VAT payer No LV40003710276, registered office at 4B Katlakalna Street, Riga, LV-1073, Latvia; any reference to "We", "Us", "Our", "producer" or "manufacturer" mean a reference to the SELLER. GroGlass deals solely with the coating of glass. GroGlass never manufactures glass on which coating is applied.
1.22.	**SPECIAL TERMS**	Mean Special Terms of Business for Sale and Delivery agreed and concluded between the PARTIES in Writing;

1.23.	SPECIFIC ANNEXES	Means any and all of the following annexes and/or additional agreements to the CONTRACT agreed in Writing and applied by the PARTIES.
1.24.	SPECIFICATION	Means any and all requirements agreed between PARTIES regarding ordered PRODUCT.
1.25.	TERM	Means a validity period of the CONTRACT from the EFFECTIVE DATE till the EXPIRY DATE or TERMINATION DATE whichever is the earlier;
1.26.	TERMS OF DELIVERY	Mean a particular delivery term of International Rules for the Interpretation of Trade Terms published by the International Chamber of Commerce (INCOTERMS 2020) applied by the PARTIES for each specific delivery by placing and accepting the order;
1.27.	WORKING DAY	Means a day excluding Saturdays, Sundays and all public holidays established in the Republic of Latvia;

2. SUBJECT OF AGREEMENT

2.1. The SELLER produces and sells the PRODUCTS based on the CONFIRMED ORDERS.

2.2. No exclusivity for the sale of PRODUCTS in any territory is granted to the BUYER, unless otherwise agreed by the PARTIES in Writing.

3. PRICING

3.1. The agreed prices shall be those valid at the date of placing the order and the SELLER reserves the right to revise the prices at any time. Revised prices shall not be applied to the CONFIRMED ORDERS before the date of the price revision.

3.2. The prices do not include any taxes, now or hereafter enacted, applicable to the PRODUCTS, the SELLER will add taxes, duties and similar levies to the PRODUCT prices where the SELLER is required or enabled by law to pay or collect them and these will be paid by the BUYER together with the price.

3.3. An agreement between PARTIES on application of non-standard prices for the PRODUCTS shall be made in Writing and executed as the SPECIFIC ANNEX.

3.4. The BUYER's act of placing the ORDER (clause 5.1.) constitutes a clear and unquestionable acceptance of the applicable prices conforming and taken either from the SELLER's price list valid at the ordering date or from the SPECIFIC ANNEX.

3.5. The costs for loading, transportation and transport insurance, all customs clearances, duties, taxes, any other additional payments, licenses and other due formalities for the transfer the Product to Delivery address shall be settled by Buyer, unless otherwise agreed in TERMS OF DELIVERY.

4. PAYMENT

4.1. All payments shall be made in full by wire transfer to the SELLER's current account indicated in the invoice by the DUE DATE. The payment date shall be the date when the respective payment has been received into the SELLER's account.

4.2. **The BUYER shall be liable and ensure that the SELLER receives the total amount in correct currency stated in each particular invoice.** The BUYER shall not have right to set-off, counterclaim, deduct or withhold any sums, including but not limited to duties, fees, bank and inter-bank charges or currency conversion costs.

4.3. If any amount payable by the BUYER to the SELLER is not received by the DUE DATE, the SELLER shall be entitled to execute any or all of the below-mentioned activities without making any special warnings or bearing any compensation obligations against the BUYER:

4.3.1. to refuse to confirm and/or execute further ORDERS and/or to suspend or cancel the CONFIRMED ORDERS' execution;

4.3.2. to unilaterally change the payment terms to prepayment and in such case the BUYER is obliged to comply with such change.

4.3.3. to cancel granted discounts or other benefits

4.3.4. to charge the BUYER a late payment interest (penalty percent) in the amount of 0.1% (zero point one per cent) calculated from the outstanding invoiced amounts for each day of such delay (the payment of the late payment interest shall not release the BUYER from the fulfilment of its contractual obligations);

4.3.5. to withdraw from and unilaterally terminate the CONTRACT as provided by the clause 10.4.1 hereof;

4.3.6. to attract any third party for the debt collection on BUYER's expenses or to assign the debt.

4.4. Any disagreement regarding PRODUCTS does not allow the BUYER to postpone the payment. After settlement of payment, the BUYER shall have a right to claim recovery of disputed amount.

4.5. BUYER shall reimburse all damages and all expenses incurred due to the late payment, including but not limited with litigation costs and legal services.

4.6. If the SELLER finds it necessary due to any doubts on BUYER's ability to pay, its creditworthiness or due to any other reasons, SELLER shall be entitled to demand prepayments contrary to the previous arrangements.

4.7. The SELLER issues electronically prepared invoices to the BUYER for the PRODUCTS and sends them to the BUYER's e-mail address in the form of an electronic document as an attached file. The BUYER agrees to accept invoices prepared in electronic form and valid without a signature (based on Article 11 of the Law on Accounting of the Republic of Latvia and Article 125 of the Value Added Tax Law).

4.8. When making a payment, the BUYER indicates the purpose of the payment (invoice number). In case payment is received without a specified payment purpose, the payment received will be directed to cover the oldest outstanding invoice.

5. ORDERING AND DELIVERY

5.1. The BUYER places the ORDER by submitting a filled-in order form by e-mail to the SELLER's e-mail orders@groglass.com or by order confirmation in eStore.

5.2. The SELLER shall make reasonable endeavors to meet the BUYER's requirements specified in the ORDER, however the SELLER shall not be limited as to the extent of the ORDER. **Only ORDERS that are confirmed by SELLER with ORDER CONFIRMATIN letter** confirmation received at eStore account **are subject to execution by the SELLER**.

5.3. The SELLER will send to the BUYER an ORDER CONFIRMATION letter by e-mail within 5 (five) working days after receiving an ORDER where he indicates 1) approximate delivery dates which may differ between positions 2) whether the ORDER will be fulfilled in full or in part designating the relevant information; 3) other relevant information regarding the ORDER, if necessary.

Parties agree that BUYER's placed order and ORDER CONFIRMATION letter signed or clearly approved over email reply from SELLER shall form a validly concluded agreement and shall not be subject to any changes.

5.4. Ordered PRODUCTS are usually produced within 24 weeks after the date of the ORDER CONFIRMATION. The delivery date is an estimate only and SELLER shall not be bound by such date. SELLER shall not be liable for direct, incidental or consequential loss or damage to Buyer, or to any third parties, due to damage, loss, or delay or not delivering in accordance with the estimated delivery date regardless of the cause.

5.5. Unless otherwise agreed, The PRODUCTS must be collected by the BUYER (or the BUYER's designated carrier) on the COLLECTION DATE at the delivery address.

5.6. In case if the PRODUCTS are not collected by the BUYER (or the BUYER's designated carrier) on the COLLECTION DATE at the DELIVERY ADDRESS the SELLER shall be entitled to charge and invoice the BUYER for the transportation and/or storage services on a daily basis and other expenses arisen to the SELLER due to late collection of the PRODUCTS. Such invoices must be paid by the BUYER within 10 (ten) working days from the date of invoice. If such overtime storage lasts longer than 6 (six) months, the SELLER may terminate the CONTRACT as provided by the clause 10.4.2 hereof. The SELLER reserves the rights to collect back and/or realize the uncollected PRODUCTS before the expiration of the mentioned 6-month period, if the BUYER, after repeated request by the SELLER, has not agreed on planned collection date the PRODUCTS or said deadline has not been met.

5.7. The BUYER is not entitled to return any PRODUCTS to the SELLER or require the SELLER to take back any PRODUCTS from the BUYER or his designated PRODUCT recipients, except if the return is provided by a claim agreed to be satisfied by the SELLER or in cases as provided by section 7 hereof.

5.8. The BUYER obligates to get acquainted with guidelines and recommendation published in SELLERS web https://www.groglass.com/documents/ and eStore and use them in actions with PRODUCT.

5.9. The recipient of the PRODUCTS shall be either the BUYER or his designated in Writing third person. The BUYER bears full liability against the SELLER for any of his designated recipients of the PRODUCTS, their activities or inaction.

6. RISK AND TITLE

6.1. The risk of damage or loss of the PRODUCTS shall pass to the BUYER on the DATE OF DELIVERY.

6.2. The title to the PRODUCTS shall pass to the BUYER at the moment when the SELLER has received full payment for the PRODUCTS.

6.3. Until title to the PRODUCTS has passed to the BUYER, the BUYER must ensure proper possession and storage of the PRODUCTS, maintain the PRODUCTS in a marketable and satisfactory condition, he must not remove, deface or obscure any identifying mark or packaging relating to the PRODUCTS so that the PRODUCTS remain readily identifiable as the SELLER's property and he must secure the safety of the PRODUCTS against any damage or loss.

6.4. The BUYER shall be entitled to resell the PRODUCTS before the title to the PRODUCTS has passed to the BUYER, however in such case the BUYER waives any claims arising from the resale of the PRODUCTS, including those arising out of the collection of the unpaid PRODUCTS being in possession of third persons.

7. QUANTITY, QUALITY AND CLAIMS.

7.1. PRODUCTS quantity shall conform to the quantity indicated in the ORDER CONFIRMATION and PRODUCTS accompanying documents.

7.2. PRODUCTS quality, including their packaging, shall conform to the SELLER's quality requirements complying with the laws of the SELLER's country of registration and should be confirmed by the Quality Certificate or Declaration of Conformity issued by the SELLER on BUYER's demand. In regards of PRIVATE LABEL PRODUCTS – the quality must conform also to the technical specifications, including legal requirements, separately agreed between the PARTIES IN WRITING.

7.3. The SELLER's guarantee of the PRODUCTS quality does not cover possible transportation damage or careless storage. SELLER is unaware of purposes for which the BUYER orders the Product, therefore the SELLER shall not be held responsible for its suitability for BUYERS purposes or post coating processing (bending, tempering, coating etc.) carried out by BUYER.

7.4. SELLER shall not be liable for any defects of the GLASS SUBSTRATE. Claims concerning the defects of GLASS SUBSTRATES shall be addressed to its manufacturer or supplier, in case BUYER has provided Glass substrate or has given instructions about substrate manufacturer from which the substrate must be bought.

7.5. Claims concerning the PRODUCTS quantity and packing shall be made by the BUYER at the DATE OF DELIVERY or in case the order placed on eStore – according to the terms settled at Return Policy published in the eStore. The BUYER shall be obligated to examine the PRODUCT and packing with respect to the defects upon its delivery. Failure to examine shall wave the BUYERS rights to submit claims.

7.6. Claims concerning the PRODUCTS quality shall be made within 10 (ten) calendar days after the receipt of the PRODUCTS by the BUYER, but in any case, not later than within 30 (thirty) calendar days after the date of delivery, in case of hidden defect – within 12 (twelve) months after the date of delivery. In case the order placed on eStore – according to the terms settled at Return Policy published in the eStore.

7.7. The SELLER shall consider the BUYER's claim within 60 (sixty) calendar days after receipt of the claim. If the SELLER admits the claim, he shall notify the BUYER of the possible solution and the term for the satisfaction of the BUYER's claim. If the SELLER needs additional information to make a reasoned decision, the Buyer must provide SELLER with requested data or send out defected glass samples within 3 business days. If the information is not provided within this term the total time of reviewing the claim shall be automatically extended for the period of time the BUYER delays with providing the information. If the answer from BUYER is not received within 30 days, the case shall be closed, and the claim shall be rejected without the possibility of renewal.

7.8. Any and all claims shall be made IN WRITING within the term stated in clause 7.5 and 7.6 and shall be accompanied with any supporting documentation and photographs. Any claims presented to the SELLER after the said term may not be accepted by the SELLER.

7.9. If the BUYER is ordering only coating services, he provides glass substrate or confirms the quality of glass substrate of the agreed manufacturer and releases SELLER from any liability related to glass. BUYER agrees to indemnify SELLER from all claims in connection with or resulting from the glass substrate, including the claims of third parties.

7.10. Any deviation in thickness and size shall be permitted within the limits as provided in in standard EN 572-2.

7.11. Fluctuation in the color of the product shall not serve a reason for any claims, unless otherwise specified in ORDER CONFIRMATION.

7.12. WARRANTY assurance procedure:

7.12.1 SELLER and BUYER shall agree on defects definitions for each specification that shall be communicated between parties separately. SELLER will review all claims, also for smaller quantities, as this may indicate possible areas where to focus our efforts of continuous quality improvement.

7.12.2 Unless individually agreed otherwise, the warranty period for any defects in quality will be 12 months if there was compliance with SELLER Handling Guidelines. It means that glass shall be installed in final application no later than 12 months from delivery.

7.12.3 Before glass is processed (cut, grinded, transported on conveyors, etc.), any defects outside the ORDER Specification can be claimed and shall be reviewed by SELLER.

7.12.4 After glass is processed (cut, grinded etc.), only defects related to reflection, reflection color and/or bubbles (substrate defects) can be claimed and shall be reviewed by SELLER.

7.12.5 BUYER shall not apply any stickers or markers on glass panes. All marked glass panes will be disqualified from claim consideration.

7.12.6 BUYER shall prepare and submit to SELLER a formal report „Complaint form":

7.12.6.1. The Complaint form shall include references to Package number and Delivery note number.

7.12.6.2. Defects for each package should be outlined in separate lines in Complaint form and described based on defect definitions (see clause 7.12.1).

7.12.7 In case an undefined or systematic defect is identified (visible on more than 15% per package) BUYER shall immediately stop processing glass from this package and inform SELLER about the regularities of this defect – shape, location on the panel, package number on which it was encountered as well as supply SELLER with pictures/drawings and samples for investigation. In case processing has been stopped, BUYER will ask SELLER for permission to continue the processing; permission must be given in writing.

7.12.8 Parties shall nominate a person responsible for communication regarding defects.

7.12.9 BUYER shall ensure that claimed glass is packed and stored on similar frames and with the same interleaving material (PE foil) for return to SELLER. A similar number of sheets (as delivered from SELLER) shall be packed on one frame. BUYER shall ensure enough storage space at his location for a minimum 1 truck of claimed glass.

7.12.10 If required by the SELLER, all glass claimed by BUYER shall be transported back to SELLER.

7.12.11 SELLER shall arrange transportation of claimed glass back to SELLER at its own cost within 10 working days from BUYER notification.

7.12.12 SELLER shall inspect returned claimed glass (according to agreed specification) and shall issue an inspection report („Complaint Report") to BUYER stipulating accepted and rejected claims within 20 working days upon delivery to SELLER.

7.12.13 BUYER shall confirm Complaint Report from SELLER within 5 working days.

7.12.14 If BUYER does not respond to Complaint Report within specified time, Complaint Report shall be considered accepted by Parties.

7.12.15 BUYER shall fully pay SELLER invoices as per invoices' due date. Any claims for which Credit Notes are issued shall be netted against future invoices.

7.12.16 The SELLER shall issue Credit Note within 5 working days once Complaint Report is accepted by both Parties.

7.12.17 Claim rate in amount of 2-3% from each delivery is considered to be within industry standard and is not subject for claim. For claims exceeding this amount SELLER' liability shall be limited to the sale price of the products claimed. It does not cover any costs associated with removal or replacement of the final product. It does not cover damage caused by misuse, neglect or accident.

7.12.18 If SELLER need an additional information and informs the BUYER about the necessary information and materials for making a decision (e.g. samples) regarding claim, but BUYER does not response within stated term, the claim is closed after 30 calendar days due to lack of additional information.

8. INTELLECTUAL PROPERTY PROTECTION CLAUSE

8.1. The BUYER shall observe GroGlass and ArtGlass trademark protection. The BUYER shall refrain from any activities which would disrepute SELLER's trademarks. In case of breach of this provision, BUYER shall settle the compensation for SELLER in amount of not less than 50 000 EUR for each case.

9. GENERAL LIABLITY AND LIMITATION OF LIABILITY

9.1. SELLER'S LIABILITY. The SELLER shall be responsible for lawful production and sale of the PRODUCTS to the BUYER according to the CONTRACT and for the observance of all binding laws and regulations of the SELLER's country, he confirms that he has all rights, licenses, allowances for entering into the CONTRACT and performing activities arising thereof.

9.2. BUYER'S LIABILITY. In addition to specific liability clauses provided herein or elsewhere in the CONTRACT, the BUYER shall be responsible for lawful delivery and purchase, resale of the PRODUCTS and other activities performed in any territory and for the observance of all binding laws and regulations therein, he confirms that he has all rights, licenses, allowances for entering into the CONTRACT and performing activities arising thereof. In case the BUYER violates the before-mentioned he shall hold the SELLER harmless of any third person claims and indemnify all losses of the SELLER, including indirect and incidental, that may arise as a result of such violation.

9.3. FORCE MAJEURE. Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations under the CONTRACT if such non-performance directly results from such circumstances as flood, fire, earthquake and other Acts of God as well as wars or military operations, strikes, thefts, any regulations and acts of any governmental, transnational or local authorities, embargos, prohibitions of manufacturing, breakdown of production plant, industrial conflicts, shortages of raw materials, disruption of traffic or other difficulties to obtain transport and other circumstances that have arisen after the conclusion of the CONTRACT. The affected party must notify the other party of the beginning, expected duration and cessation of such circumstances as soon as reasonably possible. Failure of the party to untimely notification deprives this party of the right to be free from liability for non-performance of its obligations. If Force Majeure circumstances last longer than 3 (three) months, the PARTIES may agree on termination of the CONTRACT.

10. TERM, TERMINATION AND CONSEQUENCES OF TERMINATION

10.1. The term of the CONTRACT shall be established in Writing in the SPECIAL TERMS.

10.2. Either PARTY may terminate the CONTRACT at any time by termination notice given to the other PARTY IN WRITING not less than 2 (two) months in advance. During this period SELLER shall be entitled to demand prepayment for new ORDERS or refuse to accept new ORDERS.

10.4. The SELLER may withdraw from and terminate unilaterally the CONTRACT without any compensation obligation against the BUYER in the following cases:

10.4.1. If the BUYER has violated contractual obligations and such violation has not been remedied within 15 (fifteen) calendar days from the date of the SELLER's Written notice on elimination of such violation; in such case termination comes into force on the 16th day following the SELLER's Written notice;

10.4.2. If the BUYER has not collected the PRODUCTS within 6 (six) months from the date of collection (i.e. the date indicated by the SELLER when the PRODUCTS are ready for collection by the BUYER or its designated carrier), termination comes into force immediately on the date of the SELLER's Written termination notice and BUYER acquires an obligation to cover all expenses connected with transportation and storage of PRODUCTS as well as pay the penalty of 80% of the value of the not collected PRODUCTS if non-standard products have been ordered. After this period SELLER shall be entitled to sell the PRODUCTS for a free price without prior notification.

10.5. Upon the termination or expiry of the CONTRACT:

10.5.1. all outstanding payments shall become immediately due and payable;

10.5.2. the BUYER's rights to possession of the unpaid PRODUCTS shall terminate and the BUYER shall immediately return the PRODUCTS being in marketable condition, in their original packaging and identifiable as the SELLER's property or immediately pay for the PRODUCTS the value of the unpaid PRODUCTS, if the BUYER fails to do so promptly, the SELLER may enter any premises of the BUYER or of any third party where the PRODUCTS are stored in order to recover them;

10.5.3. the BUYER shall return to the SELLER or destroy all promotional materials and other documents and samples which have been supplied to it by the SELLER and are in the BUYER's possession;

11. CONFIDENTIALITY

11.1. The PARTIES undertakes to keep in secret and in confidence and use it only for the execution of mutual contractual obligations all commercial, financial, technical and scientific, operational, marketing, promotional or such other data or information, in whatever form and whether marked as confidential or not, which concerns the business and affairs of the other PARTY, the CONTRACT or mutual cooperation. Any such information shall not be disclosed by either PARTY to any third parties without prior Written consent of the other PARTY, except if required by law and to its officers, employees, financial and legal advisors, auditors on a strict-to-know basis. This confidentiality provision survives the termination or expiry of the Contract.

12. GOVERNING LAW AND JURISDICTION

12.1. The Contract is governed and interpreted by the laws of the Republic of Latvia ("the Governing Law"), excluding any application of the conflict of law rules.

12.2. Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof, shall be settled in Latvian Chamber of Commerce and Industry Court of Arbitration in Riga in accordance with its Rules of Arbitration. The number of arbitrators shall be one and the process shall be in written. Venue for such arbitration shall be Riga, Latvia and the language of the arbitration shall be English. The Arbitration Court's decision would be final and binding to the Parties both having an obligation to implement it. The party at fault will be obligated to reimburse any expenses incurred in the arbitrage process and collection process included but not limited

with honorarium of legal services, arbitration costs and fees, and losses (if any) of the harmed party admitted by the Arbitration Court's decision.

12.3. BUYER hereby confirms that there are no mandatory provisions of law of his place of business or the place where Product shall be delivered, that would invalidate any provision of these General Terms. If such would exist, BUYER shall reimburse all damages to SELLER which would appear because of misleading the SELLER.

13. MISCELLANEOUS

13.1. If any provision of the CONTRACT, including any provision of these GENERAL TERMS, shall be declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the other contractual provisions, and the CONTRACT shall be construed in all respect as if such invalid or unenforceable provisions were omitted.

13.2. The rights and obligations under the CONTRACT cannot be assigned to any third party without prior Written consent of the other PARTY except situations provided those General Terms.

13.3. All amendments and additions to the CONTRACT shall be made in Writing and signed by duly authorized representatives of the PARTIES.

13.4 All official correspondence shall be made in Writing and sent using mail (post) delivery services to the legal address of the other Party, and/or to e-mail of the other Party specified in Special Terms. Correspondence will be considered delivered either on the next business day in case if sent by e-mail or on the 14th day in case sent using mail (post) delivery services.