

OÜ DIAMANTEK GENERAL TERMS AND CONDITIONS OF SALES

INTRODUCTION

The General Terms and Conditions is a document that determines the general principles and procedure of relations between OÜ Diamantek and the Buyer and general terms and conditions in the conduct of transactions between OÜ Diamantek and the Buyer.

DEFINITIONS

Seller means Osaühing Diamantek.

Buyer means each natural or legal person who buys or expresses a wish to buy products or services sold by the Seller.

Parties means the Seller and the Buyer together.

Product/goods means an article ordered by the Buyer and manufactured by the Seller.

Service means service that the Seller provides to the Buyer upon the wish of the latter and which consists in the processing of products, designing of products and transporting of goods to the Buyer by the Seller.

Contract means a written agreement between the Seller and the Buyer for selling and buying a product or service.

Price list means an advisory retail sales price list that has been established by the Seller and is value added tax exclusive.

Price offer means a written offer that has been prepared to the Buyer by the Seller and concerns the terms and conditions of purchase and sales of goods or services under which the Seller undertakes to sell the product or service to the Buyer during the term of validity of the price offer.

Order means the Buyer's written request to buy the products or services sold by the Seller.

Order confirmation means an order agreement between the Buyer and the Seller that the Seller confirms and thereafter starts to perform. Order confirmation is deemed to be a purchase-sales contract of a certain product or service made between the Buyer and the Seller.

Time of delivery means a planned term when the product or provided service is delivered to the Buyer.

Legal relationships means relationships that arise specifically between the Buyer and the Seller when the Buyer buys products or service from the Seller. Such legal relationships shall not extend to any third persons (except in the case set out in clause 6.5).

General Terms and Conditions means these general terms and conditions of sales.

1. GENERAL TERMS AND CONDITIONS

1.1 These General Terms and Conditions regulate legal relationships between the Buyer and the Seller.

1.2 The legal relationships are regulated in addition to these General Terms and Conditions by legal provisions of the Republic of Estonia.

1.3 The General Terms and Conditions can be examined on the Seller's website at www.diamantek.ee.

1.4 If the General Terms and Conditions are contrary to the Order confirmation, that set out in the Order confirmation shall be applicable. If the General Terms and Conditions or the Order confirmation is/are contrary to the Contract, that set out in the Order confirmation shall be applicable.

1.5 If required by the context, words in the singular shall mean the plural and vice versa in the General Terms and Conditions. The headings of clauses in the General Terms and Conditions are meant for the facilitation of reading only and they do not affect in any manner the interpretation of the contents of the clauses.

1.6 Every clause of the General Terms and Conditions shall be interpreted with other clauses thereof taking into account the meaning and purpose of the General Terms and Conditions.

2. PRICES

2.1 The prices applicable to products have been set out in the Price List established by the Seller, of which contractual discounts are applicable to distributors. The delivery term is FCA Savimäe 4, Vahi alevik, 60534 Tartu vald, Tartumaa Diamantek OÜ Incoterms® 2010, unless otherwise agreed on. The prices in the Price List include the cost of the packaging.

2.2 The Seller shall have the right to make unilateral changes in the Price List. The changes enter into force as from the day of making the change or from the date established by the Seller. Changes in the Price List have no retroactive effect in respect of the Offers/Orders that have been prepared prior to entry into force of the Price List.

3. ORDER PROCESS

3.1 Placing an Order means that the Buyer agrees to these general terms and conditions of Purchase-Sales and the Purchase-Sales contract shall enter into force when the Buyer's order has been confirmed by the Seller.

3.2 An Order shall be placed in a format that can be reproduced in writing.

3.3 After receiving an order, the Seller shall inform the Buyer about the realistic time of delivery in an order confirmation that must be reviewed by the buyer. The Buyer shall submit any changes/specifications in an order as soon as possible, within 2 working days. If no changes/specifications in the order confirmation have been received from the Buyer during the said term, the order confirmation shall be deemed as exact and approved by the Buyer.

3.4 Any additional terms and conditions or specifications shall be submitted in a format that can be reproduced in writing.

3.5 The Buyer can cancel an order within 2 working days or as long as the seller has not started the manufacture of the said order. If the Buyer has paid for the order, the Seller shall repay the Buyer the amount paid for the order to the buyer's bank account.

The repayable amount shall be repaid within 14 days of the day of receipt of a relevant written application from the Buyer.

4. DELIVERY

4.1 The delivery to the Buyer shall be made FCA Savimäe 4, Vahi alevik, 60534 Tartu vald, Tartumaa Diamantek OÜ Incoterms® 2010, unless otherwise agreed on.

4.2 The time of delivery planned by the Seller is conditional and the Seller shall make every effort to adhere to that. The Seller shall not bear any liability for any possible costs that may accompany exceeding the time of delivery.

4.3 Untimely arrival of the delivery shall not grant the Buyer the right to waive the order.

4.4 The Buyer undertakes to accept the ordered goods.

4.5 According to the delivery term set out in clause 4.1, all the costs related to the goods and the risk of loss or damage to the goods shall transfer from the Seller to the Buyer along with the delivery of the goods.

5. RETURNING GOODS

5.1 Ordered products are generally not taken back.

5.2 The Buyer has the right to return the goods if the delivered and just opened packages products/goods is/are defective or not in compliance with that set out in the order confirmation.

5.3 In the case set out in clause 5.2., the Buyer shall notify the Seller of its wish to return the product/goods. To that end, a corresponding written application must be submitted to the Buyer along with just opened packages photos, the reason for the return, as well as the order/invoice number.

5.4 If the reason for return set out in clause 5.2. is justified, the Buyer shall return the improper product to the Seller. The Seller shall bring the returned product into compliance at its own expense.

5.5 On the basis of that set out in clause 5.2., when returning the goods the transportation costs between the Buyer and the Seller shall be paid by the Seller.

6. PAYMENT

6.1 An invoice shall be paid to the bank account set out in the invoice by the due date.

6.2 The due date shall be established on the Buyer by the Seller according to a client-based credit decision.

6.3 The Seller shall have the right to unilaterally change the Buyer's terms of payment.

6.4 When exceeding the due date, a fine for delay at the rate of 0.02% on the overdue amount a day shall be added to the invoice.

6.5 The right of ownership to the goods shall transfer from the Seller to the Buyer from the moment the goods have been paid for in full.

6.6 The Seller shall have the right to contact third parties for the purpose of debt collection and the costs of the collection shall be paid by the debtor.

7. WARRANTY

7.1 The warranty on the products shall be 2 years.

7.2 The Buyer shall bear liability for non-purposeful use of the goods.

7.3 The Seller shall bear no liability in the case of products that are not used for the purpose prescribed for that and in a location or environment prescribed for that (see locations for use at www.diamantek.ee).