

GENERAL TERMS OF A SALES AGREEMENT CONCLUDED BASED ON A PURCHASE ORDER

1. GENERAL PROVISIONS

- 1.1 These General Terms regulate the rights and obligations between the Seller and Viru Keemia Grupp AS or its group company specified in the Purchase Order (i.e. the Buyer) and the liability in connection with the sale of the Goods by the Seller to the Buyer based on the Purchase Order.
- 1.2 The General Terms are an integral part of the Agreement entered into between the Parties for the sale of Goods based on the Purchase Order.

2. DEFINITIONS

- 2.1. Unless otherwise specified in the Agreement or in its context, the following terms and expressions shall be used in the Agreement as follows:
 - 2.1.1. **"Goods"** means the Goods specified in the Purchase Order that are sold by the Seller and purchased by the Buyer.
 - 2.1.2. **"Agreement"** means the sales agreement consisting of these General Terms, the Purchase Order submitted by the Buyer and the Seller's Offer referred to therein. In the event of any discrepancies between the provisions of the General Terms, the Purchase Order and the Offer, the Parties shall be guided by these documents as follows:
 - 2.1.2.1. Purchase order;
 - 2.1.2.2. General Terms;
 - 2.1.2.3. Offer and, if available, Seller's general terms and conditions (as part of the Offer).
 - 2.1.3. **"Purchase Order"** means a document submitted by the Buyer on the basis of the Seller's Offer, which specifies the Goods to be purchased from the Seller, the price, quantity, delivery date/delivery date, delivery and warranty conditions.
 - 2.1.4. **"Offer"** means an offer for the sale of the Goods submitted by the Seller on the basis of a proposal made by the Buyer and referred to in the Purchase Order.
 - 2.1.5. **"Party"** means the **Seller** or **Buyer** specified in the Purchase Order, and **"Parties"** means both.
 - 2.1.6. **"Place of Delivery"** means the location specified in the Purchase Order, where the Seller undertakes to deliver the Goods to the Buyer.
 - 2.1.7. **"Delivery Day"** means the day specified in the Purchase Order on which the Seller undertakes to deliver the Goods to the Buyer.
 - 2.1.8. **"Delivery Term"** means the time period specified in the Purchase Order, during which the Seller undertakes to deliver the Goods to the Buyer.
 - 2.1.9. **"Business Day"** means a day of the week that is not a Saturday or a Sunday. A weekday is also not considered a business day if it is an Estonian national holiday or a holiday for which the law provides a day off.
 - 2.1.10. **"General Terms"** means the terms set out in this document which form an integral part of the Agreement.

3. GOODS

- 3.1. The Goods that are the subject of the Agreement and their description are defined in more detail in the Purchase Order.
- 3.2. The quality, characteristics, composition and quantity of the Goods must meet the conditions specified in the Purchase Order. Unless otherwise stipulated in the Purchase Order, the Goods, for which there are standards and other conditions established in Estonia or the European Union in general, must comply with such conditions and standards (incl. if several relevant standards have been issued for the Goods, the Goods must comply with a standard with higher quality requirements) and the Goods, for which no standards have been issued, must be at least of an average quality that takes into account the intended use or purpose of the Goods as known to the Seller. In the cases prescribed by legal acts, the Goods must have a CE mark.

- 3.3. The Goods also include the documents necessary for the delivery and acceptance, use and disposal of the Goods, including, for example, quality certificates, declarations of compliance with safety requirements, instructions for use, installation and maintenance, spare parts catalogues, etc.
- 3.4. The Goods must be free from any rights of third Parties, and third Parties must not have grounds for claiming such rights.
- 3.5. If the Purchase Order does not stipulate specific conditions regarding the marking and packaging of the Goods for transport, the Goods must be marked and packed for transport in the manner in which such Goods are usually marked and packed (taking into account, among other things, the climatic conditions at the time of delivery) and that the quality and integrity of the Goods are preserved during transport.
- 3.6. Unless otherwise specified in the Purchase Order, the Goods may not have been previously used.

4. DELIVERY AND ACCEPTANCE OF GOODS

- 4.1. The Seller shall deliver the Goods to the Buyer on the specific Delivery Date specified in the Purchase Order or on the last day of the Delivery Term at the latest. If only the Delivery Term is stipulated in the Purchase Order, the Seller shall notify the Buyer in a form that can be reproduced in writing at least 3 business days in advance of the specific day of delivery of the Goods, which must fall on a business day. The Parties shall coordinate the time of delivery of the Goods.
- 4.2. The Goods are handed over to the Buyer at the Place of Delivery specified in the Purchase Order or, if the Place of Delivery is not specified in the Purchase Order, at the address of the Buyer specified in the Agreement.
- 4.3. If the Place of Delivery is at the Buyer's location, the Buyer ensures access to the Place of Delivery for the transport necessary for the delivery of the Goods and, in the case of the delivery of the Goods indoors the Buyer ensures that the doorways, passageways and walkways of sufficient size and safety for the transport of the Goods, as well as the presence of a person competent to receive the Goods at the time of delivery of the Goods. The Buyer shall immediately inform the Seller of any possible obstacles to the delivery of the Goods.
- 4.4. Unless otherwise stipulated in the Purchase Order, the delivery term DAP (Buyer's location, Estonia) (Incoterms 2020) applies to the delivery of the Goods.
- 4.5. All documents related to the Goods shall be handed over by the Seller to the Buyer either together with the Goods or by e-mail.
- 4.6. The Goods are considered delivered when they are delivered to the Place of Delivery or, if the Seller's obligation to install the Goods is stipulated in the Purchase Order, as of the installation of the Goods.
- 4.7. If the installation of the Goods by the Seller has been agreed upon in the Purchase Order, but no special procedure for the installation is provided, the Parties shall proceed from the following when installing:
 - 4.7.1. The Seller informs the Buyer of the requirements that the installation site must meet in order to properly and safely install the Goods.
 - 4.7.2. The Parties agree on the exact time of installation on an ongoing basis.
 - 4.7.3. The Buyer ensures that the installation site is properly prepared for the commencement of the agreed installation works and that the Seller (or its respective partner) has the necessary access to carry out the installation works. If the point 4.7.1 due to the failure to submit or incomplete submission of such data, the Buyer cannot prepare the installation site, then the Buyer shall not be liable for the delay in installation.
- 4.8. Unless otherwise stipulated in the Purchase Order, the ownership of the Goods and the risk of accidental loss and damage shall be transferred from the Seller to the Buyer upon transfer of possession of the Goods to the Buyer. If the Seller hands over the Goods to the Buyer only partially, the obligation of the Seller to deliver the Goods is deemed to have been fulfilled and the risk has been transferred to the Buyer only to the extent of the part of the Goods handed over to the Buyer.
- 4.9. At the request of the Buyer, as well as at the request of the Seller itself, the Parties shall draw up the delivery acceptance deed of the Goods, which shall be signed by authorised representatives of both Party. If the installation of the Goods has also been agreed upon in the Purchase Order, a joint delivery acceptance deed may be drawn up on the acceptance of the Goods and their installation works.

Acceptance of the Goods does not release the Seller from the obligations arising from the Agreement or from liability in connection with the non-compliance of the Goods with the Agreement.

- 4.10. If the Seller's obligation to install the Goods has been agreed upon in the Purchase Order, then the delivery of the installation works in accordance with the clauses of the General shall be 4.9 and 4.8 Thereof.

5. INSPECTION OF GOODS. FILING COMPLAINTS

- 5.1. After receipt of the Goods, the Buyer shall check the conformity of the Goods with the Agreement and, upon detecting the defect, shall notify the Seller thereof by e-mail to the contact details provided in the Purchase Order. The notification must include a description of the defect of the Goods and, if the Buyer wishes the defect of the Goods to be fixed in the presence of the Seller's representative, then also the Buyer's preferred day for fixing the defect of the Goods in the presence of the Seller's representative. The Goods are defective, i.e. the Goods do not comply with the Agreement, inter alia, if the Goods do not comply with the provisions of the Agreement in terms of their characteristics, quality, composition or quantity, including if the Goods are damaged, the Goods are not usable for the purpose or purpose requested by the Buyer, a third party has claims or other rights in respect of the Goods, the Goods have been incorrectly packaged or installed, the documents of the Goods are not in accordance with the requirements, etc.
- 5.2. At the request of the Buyer, as well as at the request of the Seller himself, the defect of the Goods shall be recorded with a deed prepared in the presence of the Seller's representative.
- 5.3. The Seller undertakes to eliminate the defect of the Goods discovered during the inspection of the Goods within a reasonable period of time determined by the Buyer. If the Buyer has informed the Seller of the preferred way to rectify the defect (replacement or repair of the defective Goods), the Seller undertakes to eliminate the defect in the manner requested by the Buyer, unless this is not possible due to circumstances beyond the Seller's control or if it would be unreasonably expensive for the Seller. If the Seller fails to eliminate the defect in the Goods within the term given by the Buyer, the Buyer has the right to eliminate the defect themselves or have the defect eliminated by a third party and the Seller undertakes to pay the Buyer the costs related to the elimination of the defect.
- 5.4. In the event of non-compliance of the Goods with the Agreement, the Buyer also has the right to use other legal remedies provided by law.
- 5.5. If the Seller's obligation to install the Goods has been agreed upon in the Purchase Order, the provisions of Chapter 5 of these General Terms shall be applied in the event of identification of deficiencies in the installation works.
- 5.6. Complaints related to the quality of the Goods arising after the inspection of the Goods in accordance with this Chapter 5 shall be submitted in accordance with the provisions of Chapter 7 of the General Terms.

6. PRICE AND PAYMENT TERMS

- 6.1. The price of the Goods and the terms of payment are set out in the Purchase Order. VAT will be added to the price in the cases and in the amount provided for in legislation.
- 6.2. Unless otherwise stipulated in the Purchase Order, the price of the Goods includes all the costs of the Seller related to the performance of the Agreement, including the cost of the Goods and the costs related to the certification, packaging, transport, delivery and performance of the warranty obligation of the Goods and, if the installation of the Goods has been agreed upon in the Purchase Order, also the costs related to the installation. The Seller is responsible for the correctness of the circumstances underlying the formation of the price of the Goods. The price is not made dependent on inflation, the increase in the cost of labour or any increase in expenses during the validity of the Agreement, and these are not the basis for changing the price or refusing to perform the Agreement. The seller has sufficiently assessed the respective risks when determining the price and wishes to take these risks.
- 6.3. Unless otherwise stipulated in the Purchase Order, the Buyer shall pay the Seller for the Goods in accordance with the invoice(s) submitted by the Seller. The invoice must comply with the requirements arising from legislation and reflect the number and date of the Purchase Order, the description of the

delivered Goods, the quantity and the price in accordance with the Agreement, and a reference to the document certifying the delivery of the Goods.

- 6.4. Unless otherwise stipulated in the Purchase Order, the Seller shall issue invoices for the Goods electronically as an e-invoice via the e-invoicing environment within 2 weeks after the delivery of the required Goods to the Buyer. The buyer does not accept regular invoices (paper invoices, Word, invoices in PDF format or other formats). In the event of a disagreement between the Parties regarding the conformity of the Goods with the requirements, the Buyer shall only pay for the Goods for which the Buyer has no complaints. The rest of the Goods will be paid for after the disagreements have been resolved.
- 6.5. The invoice shall be paid to the bank account indicated on the invoice no later than within 30 days from the submission of the invoice, unless a different deadline for payment of the invoice is stipulated in the Purchase Order. The invoice is deemed to have been paid from the receipt of the corresponding amounts to the bank account indicated on the invoice.
- 6.6. The Buyer has the right to set off any monetary claim against the Seller arising from the Agreement (e.g. claim for contractual penalty, interest on arrears, compensation for damages, claim for repayment of the payment of the payment of the payment of the price already paid upon price reduction, etc.) arising from the Agreement. Offset is made by submitting a written application to the Seller.

7. SALES WARRANTY

- 7.1. Unless otherwise stipulated in the Purchase Order, the Seller shall provide the Goods with a 24-month sales guarantee (hereinafter **the warranty**), whereby the Seller undertakes to eliminate the defects in the Goods at its own expense or to replace the defective Goods free of charge or to maintain the Goods free of charge in order to ensure that they comply with the terms and conditions of the Agreement and the warranty. If the Purchase Order or letter of guarantee or other document does not prescribe a more favourable start time for the warranty period for the Buyer, the warranty period shall begin to run after the delivery of the Goods (incl. if the Purchase Order provides for the delivery of the Goods in parts, then from the delivery of the last part of the Goods).
- 7.2. In the event of a defect covered by the warranty, the Buyer is obliged to notify the Seller thereof as soon as possible. The notification shall be submitted by e-mail to the contact details provided in the Purchase Order and it shall include the details of the defective Goods and a description of the defect.
- 7.3. The seller undertakes to respond to the notification of a defect covered by the warranty as soon as possible, but no later than within 2 business days from the receipt of the notification. If the Seller has received a notice from the Buyer about a defect in the Goods, the Seller has the right to send its authorised representative to check the defect and the Buyer undertakes to make it possible. The Parties agree on a suitable time for this.
- 7.4. The Seller undertakes to eliminate the defects covered by the warranty at the location of the Goods at its own expense in the least disturbing manner for the Buyer (the Seller is obliged to coordinate the manner of elimination of the defect with the Buyer in advance) or to replace the defective Goods free of charge at the latest within the time specified in the Purchase Order or, in the event of a defect, separately agreed upon by the Parties. In the absence of a different agreement, the Seller undertakes to eliminate the defect within a reasonable period of time taking into account the circumstances (which, as a rule, unless otherwise determined by the nature of the Goods and/or the defect, is not longer than 10 working days from becoming aware of the defect). If the Seller fails to eliminate the defect covered by the warranty within the period specified above, the Buyer has the right to arrange for the defect to be eliminated at the expense of the Seller.
- 7.5. Natural wear and tear is not covered by the warranty. The Seller shall also not be liable for any deficiencies that arose as a result of the Buyer's violation of the rules for the use, maintenance or storage of the Goods, provided that the Seller has previously notified the Buyer of such rules for use, maintenance or storage, at least in a form that can be reproduced in writing. If the Seller finds that there are circumstances that exclude or limit the Seller's liability with regard to the defect that has occurred or occurred during the warranty period and its elimination, the Seller must prove such circumstances in a way that eliminates doubt as to the validity of such circumstances.

- 7.6. If a dispute arises between the Parties regarding whether the defect is covered by the guarantee, the Party has the right to demand the involvement of an independent expert. The parties agree on an expert who is tasked with determining whether the defect is covered by the guarantee. If the Parties are unable to agree on the identity of the expert, each Party shall appoint its own expert and the experts selected by the Parties shall select the final expert. If in the opinion of the expert selected by the Parties, the defect is not covered by the warranty, the costs related to the appointment of the expert and his or her work shall be borne by the Buyer, otherwise by the Seller.
- 7.7. If the Goods require warranty service, the Seller is responsible for carrying out the warranty service.
- 7.8. Goods replaced within the warranty period will be provided with a new warranty for the same duration as the original warranty. If the Goods are repaired under warranty, the warranty period is extended by the duration of the repair period.
- 7.9. If the Seller's obligation to install the Goods has been agreed, the warranty provided for in this Chapter 7 shall also extend to the installation of the Goods.

8. CONFIDENTIALITY OBLIGATION. PROTECTION OF PERSONAL DATA

- 8.1. The Party is obliged to keep the other Party's confidential information during the term of the Agreement and after the termination of the Agreement. The confidential information is considered to be information contained in the Agreement, documents handed over for the performance of the Agreement and other documents, the content of which the Party has had the opportunity to examine in connection with the performance of the Agreement, as well as any information of a confidential nature concerning the other Party and its business, business relationships, activities and services that the other Party has disclosed, either directly or indirectly, in the course of the performance of the Agreement, provided that the information is reasonably recognizable as confidential to the Party receiving the information.
- 8.2. Disclosure of confidential information to third Parties is permitted only with the prior consent of the Party in a form that can be reproduced in writing. However, the foregoing shall not limit the right of a Party to disclose confidential information, the disclosure of which is required by law, as well as the right to disclose confidential information to credit and financial institutions, auditors, attorneys and other professional consultants who are subject to a duty of confidentiality.
- 8.3. If, in the course of the performance of the Agreement, a Party accesses the personal data of the other Party or its employees, customers or other contractual partners, the party that has been granted access to the data agrees and undertakes: (a) to take all appropriate technical and organisational measures and to establish appropriate procedures to protect the personal data against accidental or unlawful destruction or loss, unauthorized disclosure or access, alteration and other legal the ways in which personal data are processed; (b) notify the other Party immediately if it becomes aware of any actual, potential or alleged unauthorised or otherwise unlawful processing of personal data; (c) also comply with all other personal data protection obligations under Regulation (EU) 2016/679 of the European Parliament and of the Council 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 (i.e. the General Data Protection Regulation) and other applicable legislation; and (d) also comply with other regulations, guidelines and rules for the processing of personal data that are not in conflict with the other terms of the Agreement and the establishment and application of which to the processing of personal data within the framework of the performance of the Agreement has been notified by the respective Party.
- 8.4. A Party undertakes to ensure that its agents, employees, contractors and other persons it uses in the performance of its obligations are aware of the obligations set out in this Chapter 8 and to require such persons to perform these obligations properly.

9. RESPONSIBILITY

- 9.1. A Party is liable for any breach of obligations arising from the Agreement or the law to the extent and pursuant to the procedure provided for in the Agreement and by law.
- 9.2. Unless otherwise provided in the Purchase Order, in the event of a delay in the performance of any financial obligation specified in the Agreement, the Party shall have the right to demand from the delayed Party a fine for delay in the amount of 0.05% of the amount not paid on time for each delayed day from the moment of the breach until the full payment of the amount not paid on time.

- 9.3. Unless otherwise stipulated in the Purchase Order, if the Seller delays the delivery of the Goods or the performance of installation or warranty works, the Buyer shall have the right to demand a contractual penalty of 0.5% per day of the price of the Goods and the respective work (excluding VAT) for each delayed day from the moment of the breach until the delivery of the Goods or the proper performance of the relevant work, but not more than 20% in total from the price of the Goods and the respective work.
- 9.4. If a Party has the right to demand payment of a contractual penalty or interest on arrears from the other Party under the Agreement, the respective claim for a contractual penalty or interest on arrears must be submitted within 6 months from the date on which the entitled Party became aware of the right to claim a contractual penalty or interest on arrears.
- 9.5. The contractual penalty, interest on arrears, compensation for expenses or damages, or the part of the refund to the Buyer already paid in the event of a price reduction shall be paid within 10 working days from the receipt of the respective written claim from the entitled person. The Buyer has the right to offset the claim for a contractual penalty against the Seller under the Agreement against the price payable for the Goods.
- 9.6. Payment of the contractual penalty or interest on arrears does not release the Party from the performance of its obligation.
- 9.7. The use of any legal remedy provided for in the Agreement or by law (claim for performance of obligations, claim for contractual penalty, claim for interest on arrears or interest, price reduction, termination of the Agreement, etc.) does not deprive the injured Party of the right to demand additional compensation from the other Party for the damage caused to him/her.
- 9.8. The Party is not reliable for a breach of the obligations set out in the Agreement if it violated the obligation due to force majeure. Force majeure is a circumstance that a Party could not influence and, proceeding from the principle of reasonableness, could not be expected to take into account this circumstance at the time of concluding the Agreement, avoid it, overcome the obstructing circumstance or its consequence (including, for example, war, internal unrest, catastrophe, sabotage, explosion, embargo, fire (which is not caused by the Party), a strike or interruption of work of a work group of decisive importance, measures taken by the authorities or any other equally significant consequence and the same extraordinary reason). In the event of force majeure, the deadlines specified in the Agreement shall change by the period during which the force majeure factors prevent the performance of the Agreement. A Party who breaches an obligation due to force majeure circumstances shall notify the other Party of the circumstances of force majeure and their effect immediately after the Party became aware or should have become aware of the circumstances of force majeure. The Party undertakes to take all possible measures to avoid the circumstances of force majeure and the damage caused by them or to reduce their impact. The party is obliged to continue performing its contractual obligations as soon as the force majeure circumstances have been eliminated.

10. ENTRY INTO FORCE AND VALIDITY OF THE AGREEMENT. AMENDMENT OF THE AGREEMENT

- 10.1. The Agreement enters into force on the terms and conditions set out in the Purchase Order finally negotiated by the Parties as of the confirmation of the Purchase Order by the Seller. The Agreement shall remain in force until the proper performance of the obligations of the Parties arising from the Agreement or the termination of the Agreement on the grounds and pursuant to the procedure provided for in the Agreement or by law.
- 10.2. The Buyer has the right to withdraw from the Agreement with a written application or cancel the Agreement extraordinarily if the Seller materially breaches its obligations arising from the Agreement. Among other things, the Parties consider the following to be material breaches of the Agreement:
 - 10.2.1. significant delay in the delivery of the Goods, the elimination of a defect or the performance of warranty works, whereby the nature of the Goods, the purpose of their use and the agreed length of the Delivery Term shall be taken into account in determining the significance of the delay. Generally, if the Delivery Term is shorter than 3 months, then a delay of more than 14 days is already a material delay, and if the Delivery Term is longer than 3 months, then a delay of more than 30 days is a material delay;
 - 10.2.2. Unjustified refusal to perform an obligation arising from the Agreement;

- 10.2.3. repeated (i.e. at least second) breach of the same type of obligation;
- 10.2.4. knowingly providing false information to the buyer;
- 10.2.5. Breach of the obligation set out in Chapter 8 of the Agreement.

- 10.3. Either Party shall have the right to withdraw from the Agreement by written application if an application has been submitted or a decision has been made in respect of the other Party for the instalment of tax arrears, a temporary administrator or trustee in bankruptcy has been appointed, the other Party is liquidated or compulsory dissolution, or any other activity aimed at terminating the activities of the Party or the other Party, its beneficial owner or other person who is related to the Party and/or its beneficial owners (including their legal representatives) is subject to international sanctions (within the meaning of the International Sanctions Act). By concluding the Agreement, the Seller confirms that the Seller and the Goods sold are in compliance with the regulations of Estonian and international sanctions.
- 10.4. If the Buyer says a clause of the General Terms of the Agreement 10.2 the Buyer shall only pay for the Duly Delivered Goods. The Buyer does not have to pay for the Goods that are defective and which the Buyer therefore justifiably does not accept. The Buyer is also not obliged to accept and pay for such Goods that became useless for the Buyer due to the improper performance of the Agreement by the Seller. If the Buyer terminates the clause of the General Terms of the Agreement 10.2 or 10.3, the Buyer shall have the right to demand and the Seller shall be obliged to pay the Buyer an additional one-time contractual penalty in the amount specified in the Purchase Order (if the Purchase Order provides for a contractual penalty). The relevant contractual penalty shall be applied in clause 9.3 in addition to the contractual penalty (cumulatively). In the event of termination of the Agreement on the basis of the above, the Seller undertakes to compensate the Buyer for all proven damages accompanying the termination of the Agreement in excess of the above-mentioned contractual penalties (including damage caused by delay in delivery of the Goods, additional costs related to the purchase of the Goods from another seller, etc.).
- 10.5. Upon termination of the Agreement on any grounds, the provisions of the Agreement that essentially set out the rights and obligations of the Parties after the termination of the Agreement shall apply even after the termination of the Agreement, in particular, but not limited to, the provisions governing guarantees, confidentiality and protection of personal data, liability and dispute resolution.
- 10.6. Unless otherwise provided in the Agreement, the Agreement may be amended only by written agreement of the Parties.

11. GOVERNING LAW AND JURISDICTION

- 11.1. The Agreement shall be governed by the laws of the Republic of Estonia. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not be applied to the Agreement.
- 11.2. Any disputes arising from or related to the Agreement shall be resolved by the Parties through amicable negotiations. If the negotiations fail, the disputes will be resolved in the first instance in the Jõhvi courthouse of the Viru County Court (*Viru Maakohtu Jõhvi kohtumaja*).

12. NOTICES

- 12.1. The contact persons and contact details of the Parties are provided in the Purchase Order. A Party shall notify the other Party of any change in its contact persons and their contact details in writing or by e-mail immediately after the change in the data. From the date of receipt of the notification, the data shall be deemed to have changed accordingly.
- 12.2. All notices related to the Agreement shall be communicated either in writing or by e-mail or telephone, unless the Agreement specifies a specific format for the notice, in which case the notice shall be given only in this manner or in a stricter form. A written notice shall be deemed to have been duly delivered and served if the notice is (i) signed by an authorised representative of the Party and delivered in person or by courier and handed over against a signature or sent by post by registered mail, in which case the notice shall be deemed to have been delivered if 3 working days have passed since the notice was handed over to the post office; or (ii) digitally signed by an authorised representative of the Party and sent to the e-mail address specified in the Purchase Order and the other Party has confirmed receipt of the notice (incl. responding to the notice shall be deemed confirmation).

13. FINAL PROVISIONS

- 13.1. A Party has the right to assign rights and obligations arising from and related to the Agreement to a third party only with the prior consent of the other Party in a form that can be reproduced in writing. For the purpose of assigning rights and obligations to a third party within the meaning of this provision, the transfer of the rights and obligations arising from and related to the Agreement by the Buyer to another group company of Viru Keemia Grupp AS is not permitted and such transfer is permitted.
- 13.2. If any provision of the Agreement proves to be invalid, in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement. If a provision of the Agreement becomes invalid, the Parties shall use their best efforts to replace the invalid provision with a provision that is in accordance with the law applicable to the Agreement and corresponds to the original will of the Parties as far as possible.
- 13.3. By signing the Agreement, the Parties confirm that they have all the necessary authorizations, permits and consents to enter into and perform the Agreement in accordance with the terms and conditions of the Agreement and that the conclusion of the Agreement is not in conflict with any agreement previously entered into by the Parties.