

OÜ KOOPIA NIINI & RAUAM GENERAL TERMS OF DELIVERY

Unless otherwise provided in the agreement concluded between the Customer and the Contractor, the relations between the Contractor and the Customer will be governed by the terms and conditions established in these Terms of Delivery. In the event of a conflict between the Terms of Delivery and special agreements, the special agreement will prevail. Agreements by which the Parties derogate from the provisions of these Terms of Delivery must be concluded in writing or in a format which can be reproduced in writing. Non-conformity with the formal requirements will result in the nullity of such agreement.

1. DEFINITIONS

- 1.1. **Contractor** – OÜ Koopia Niini & Rauam, registry code 10510311, address Tatari 56b, Tallinn, Harju County, 10134.
- 1.2. **Customer** – natural and legal persons who order products and services.
- 1.3. **Party or Parties** – the Contractor, the Customer, or the Contractor and Customer together.
- 1.4. **Works** – works, products, and services ordered from the Contractor by the Customer.
- 1.5. **Terms of Delivery** – terms and conditions governing the relations between the Contractor and the Customer in ordering services and products and the rights and obligations of the Parties.
- 1.6. **Order** – the Customer's request (proposal) to purchase products and services and a proposal to enter into an agreement related thereto, which is sufficiently defined and indicates the intention of the Customer to be legally bound by the agreement to be entered into if the proposal is accepted.
- 1.7. **Order Form** – a document describing the products and services requested by the Customer.
- 1.8. **Order Confirmation** – the Contractor's acceptance to enter into an agreement for the performance or sale of the products and services requested by the Customer.

2. ORDER AND PRICE

- 2.1. If the Customer wishes to order Works from the Contractor, the Customer submits to the Contractor an Order (request) by using the Contractor's order centre, by e-mail, or by other written means or on site at the Contractor's address. As an exception, the Order may also be submitted by telephone if it is possible considering the nature of the Work.
- 2.2. When submitting an Order, the Customer must provide the Contractor with the files necessary for the performance of the Order and the information related to the Order, indicating the names of the files/products, the number of copies/prints, the requirements for assembly and finishing, the desired deadline for completion (date and, if necessary, time), and the method of delivery and, if necessary, the address(es). The files submitted by the Customer for the performance of the Work must comply with the requirements prescribed by the Contractor, incl. proper format, size, and quality. The requirements for print files are specified on the Contractor's website.

- 2.2.1. If the Customer wishes to receive an indicative price quotation for the Works, it must also be indicated in the Order.
 - 2.2.2. If the Customer has requested a price quotation, the Contractor will, together with the Order Confirmation, also submit an indicative price quotation, which will be valid for three months from the moment of its submission. In other cases, the Parties will determine the prices pursuant to the Contractor's general price list, which is available to the Customer on site at the Contractor's service points and, to a limited extent, on the Contractor's website.
- 2.3. If the Contractor is unable to perform the Order as prescribed in the Customer's Order Form (incl. within the time period requested by the Customer), the Contractor will notify the Customer thereof and the Parties will agree on the new terms of the Order.
- 2.4. If the Customer wishes to order samples from the Contractor, the Customer is obliged to compensate the respective costs incurred by the Contractor pursuant to the price list or the price quotation prepared for the performance of the Works, even if the Customer waives the Order, except in cases where the provision of such samples falls within the scope of regular offers.
- 2.5. The content of the Order and the related documents and files are confidential. The Parties do not have the right to use the confidential information for any other purpose or to disclose it to third parties, except to persons to whom access to confidential information is necessary for the performance of the obligations arising from the agreement between the Parties, including employees and members of the management board who are involved in the performance of the Works, as well as involved consultants and partners, on the condition that the disclosing party ensures that such persons act in compliance with the confidentiality requirements.
- 2.6. Remuneration for the Works is paid pursuant to the invoices submitted by the Contractor, unless the Parties have agreed otherwise. The Contractor has the right to demand an advance payment for the Works in accordance with the provisions of clause 6.5 of these Terms of Delivery.
- 2.7. The Contractor has the right to add reasonable additional costs to the agreed price, if the Customer has been immediately notified of such costs and the Customer has not immediately objected to the additional costs. The Contractor has the right to demand from the Customer the reimbursement of additional costs arising from:
 - 2.7.1. the non-conformity of the file or documents submitted by the Customer;
 - 2.7.2. changes made after the confirmation of the Order, including changes in the file, format, quantity, etc.;
 - 2.7.3. ordering additional samples after the confirmation of the Order;
 - 2.7.4. overtime work performed at the Customer's request;
 - 2.7.5. any other similar additional work or special work, the need for which arises due to the Customer.
- 2.8. After confirming the Order, any additional works ordered by the Customer or changes requiring additional costs may affect the indicative price quotation made by the Contractor to the Customer.
- 2.9. Unless the Parties agree otherwise, the Contractor arranges the transportation of the Works and the Customer bears the costs related to transportation and storage.

- 2.10. If the Customer delays in the performance of its financial obligations, the Contractor has the right to demand penalty for late payment pursuant to the provisions of these Terms of Delivery, unless the Parties have agreed otherwise.

3. PERFORMANCE, DELIVERY, AND RECEIPT OF WORKS

- 3.1. In performing the Works, the Parties are governed by the agreements between the Parties, the agreement, these Terms of Delivery, and the legislation of the Republic of Estonia, including the Law of Obligations Act.
- 3.2. The Works are performed primarily on the basis of the data specified in the Order Form.
- 3.3. The Contractor is obliged to perform the Work pursuant to the Order in due time and in the correct manner, unless otherwise agreed by the Parties.
- 3.4. The Parties agree on the due date for the completion of the Works on the basis of the Customer's request, the volume of the Order, and the technical capacity of the Contractor. The Contractor has the right to refuse to comply with the term requested by the Customer by notifying the Customer thereof after receiving the Order. In such case, the Customer has the right to waive the Order.
- 3.5. If the Contractor is unable to comply with the term of the agreement due to a lack of labour force or raw materials, breakdown of machinery, or other impediment that could not be foreseen at the time of the conclusion of the agreement, the Contractor will immediately notify the Customer thereof. In such case, the Customer has the right to withdraw from the agreement within five (5) working days from the receipt of the notification. If the Customer does not withdraw from the agreement, the Parties will agree on a new term or the term will be automatically extended by the period of time taken by the impediment.
- 3.6. If the Customer is unable to provide the Contractor with the files and data necessary for the performance of the Work in due time, the Customer must immediately notify the Contractor thereof. In such case, the Parties will agree on a new term for the completion of the Works. If the Contractor incurs damage due to the Customer delaying in the transfer of files and data, the Contractor has the right to withdraw from the agreement.
- 3.7. Unless otherwise agreed by the Parties, the delivery period for the Order starts from the moment specified below:
- 3.7.1. the entry into force of the Order (submission of the Order by the Customer and the confirmation of the Order by the Contractor);
 - 3.7.2. the transfer of the files or documents necessary for the performance of the Works to the Contractor;
 - 3.7.3. payment of the agreed advance payment.
- 3.8. The Customer is obliged to accept the Work at the agreed time and place. If the Customer refuses to accept the Work without good reason, the Contractor has the right to demand, in addition to the remuneration, the reimbursement of the costs arising from the delay of performing the obligation to accept the Work. If the Customer delays in the receipt of the Works by more than ninety (90) calendar days, the Contractor has the right to dispose of the Work and demand compensation from the Customer for any damage incurred.
- 3.9. The delivery and receipt of the Works is deemed completed by the signing of the instrument of delivery and receipt or the Order Form by the Customer. The Works are

deemed delivered to the Customer even if the Customer has refused to accept the Work without good reason or has not signed the instrument of delivery and receipt or Order Form. In such case, the Work is deemed to have been accepted in five (5) days after the agreed time of acceptance of the Work or the moment when the Contractor notified the Customer that the Work is has been made ready for acceptance.

- 3.10. If the Customer organises the transportation of the Work, the Work is deemed delivered to the Customer at the moment when it was delivered to the person performing the transport, unless the Parties have agreed otherwise.

4. LIABILITY OF THE PARTIES AND SETTLEMENT OF DISPUTES

- 4.1. The Parties are liable to each other for any direct damages caused by improper performance of the agreement to a documentarily verified extent. The Parties are not liable for any indirect damages (loss of profit, disturbance of economic activity, etc.) caused to each other, unless otherwise provided by law or agreement between the Parties.
- 4.2. A Customer who is engaged in economic or professional activities must immediately examine the Work upon its receipt. If the Work does not conform to the agreement, the Customer shall immediately, but not later than within five (5) working days from the date of receipt of the Work or the date it was deemed to have been accepted, notify the Contractor of the lack of conformity of the Work in at least a format which can be reproduced in writing, describing the non-conformities as precisely as possible.
 - 4.2.1. A Customer who is a consumer must notify the Contractor of the lack of conformity of the Work within two (2) months.
- 4.3. If the Customer does not notify the Contractor of the lack of conformity in due time or if the Customer who is engaged in economic or professional activities does not describe the non-conformities with sufficient detail, the Customer cannot rely on the lack of conformity and the Contractor is not obliged to satisfy the Customer's claims.
- 4.4. Minor differences between the agreed terms and the outcome of the Work are not deemed non-conformities and cannot be used as bases for submitting complaints, withdrawing from the agreement, or cancelling the agreement.
- 4.5. The Parties submit complaints to each other in writing to the address indicated in the agreement or, in the absence thereof, to the registered address, unless the Parties have agreed otherwise. Complaints may also be submitted by e-mail to the e-mail address indicated in the agreement.
- 4.6. In the event of a dispute, the claimant must provide the evidence that the complaint has been submitted.
- 4.7. If the Work performed does not conform to the agreement, the Contractor is obliged to bring such Work into conformity with the agreement (by improvement or, if impossible to do so, by performing a substitute Work) within a reasonable time.
- 4.8. The Contractor is not liable for the non-conformity of the Work resulting from imprecise instructions provided by the Customer, defects in the materials supplied by the Customer, or preliminary work performed by third parties, if the Contractor had sufficiently checked the instructions of the Customer, the materials, or the preliminary work. The Contractor is not liable for the non-conformity of the Work if the non-

conformity results from the non-conformity of the file submitted by the Customer with the requirements for print files established by the Customer.

- 4.9. The Customer returns the non-conforming Works to the Contractor upon agreement of the Parties or at the request of the Contractor within 14 days after the submission of the complaint to the Contractor. Returnable Works are delivered to the Contractor together with an instrument (hereinafter the Return Instrument), which states the reason for the return and which is signed by the Parties.
- 4.10. The signing of the Return Instrument is not deemed the Contractor's acceptance of the non-conformities of the Work. If the Contractor does not agree with the Customer's complaint, the Contractor notifies the Customer thereof within fifteen (15) working days from the signing of the Return Instrument.
- 4.11. If the Contractor does not agree with the Customer's complaints regarding the non-conformity of the Works, the Parties commission an expert assessment from an independent expert. Costs related to the expert assessment are borne by the unsuccessful party, unless otherwise provided by law or the agreement between the Parties.
- 4.12. If the Parties fail to resolve their differences, the dispute is settled in Harju County Court.

5. FORCE MAJEURE

- 5.1. Non-performance of a contractual obligation by a Party is excused if it is caused by force majeure. Force majeure are circumstances which are beyond the control of the Party and which, at the time the agreement was entered into, the Party could not reasonably have been expected to take into account, avoid, or overcome the impediment or the consequences thereof which the Party could not reasonably have been expected to overcome.
- 5.2. Pursuant to these Terms of Delivery, force majeure events are, for example, earthquakes, storms, floods, fires, explosions, strikes, public riots, popular unrest, burglary, political crises, wars (both declared or undeclared) or war-like situations, and embargoes.
- 5.3. The Party that considers that a force majeure event has occurred must notify the other Party at the earliest opportunity in at least a format which can be reproduced in writing, after which the Parties agree on further actions and on how to approach such a force majeure event.

6. TERMS OF PAYMENT

- 6.1. Unless the Parties have agreed otherwise, the amount of the Contractor's remuneration is indicated in the general price list, which is available at all of the Contractor's service points and, to a limited extent, on the Contractor's website. If the Contractor has made a price quotation to the Customer, remuneration is paid pursuant to the amount specified in the price quotation.
- 6.2. If the Customer requests the Work to be performed as express work, the remuneration is supplemented by 40% of the amount indicated in the price list or price quotation. Work which requires the Contractor to alter the existing work organisation and incur additional costs to meet the deadline requested by the Customer is also deemed express

work. Performance of the Work as express work is always coordinated with the Customer in advance.

- 6.3. A Customer with whom no agreement for the provision of printing services has been concluded pays remuneration for the Work before its receipt pursuant to the submitted invoice via bank transfer or in cash or by card payment on site at the Contractor's address. If the Customer pays via bank transfer, the Customer must submit the documents certifying the payment upon receipt of the Work or transmit them electronically to the Contractor before the receipt of the Work.
- 6.4. A Customer with whom an agreement for the provision of printing services has been concluded pays remuneration for the Work pursuant to invoices as prescribed in the agreement between the Parties.
- 6.5. The Contractor has the right to demand an advance payment during the performance of the Work or to conclude a separate agreement on the Customer's monthly credit limit. If the credit limit is maxed out before the end of the month, the Contractor has the right to demand an advance payment for the performance of further Works.
- 6.6. If the Contractor has requested an advance payment, the Contractor has the right to withhold the performance or delivery of the Work until the Customer has fully paid the agreed advance payment. The Contractor also has the right to withhold the performance of the Work if the Customer has any outstanding invoices which have become overdue.
- 6.7. If the Parties have agreed on an advance payment or payment in instalments, the Contractor reserves ownership of the Works until the remuneration has been paid in full. In order to ensure payment, the Contractor has the right of security over the Customer's movables (mock-ups, materials, etc.) in the Contractor's possession.
- 6.8. If the Customer does not perform the financial obligation related to the Order in due time, the Contractor has the right to demand from the Customer a penalty for late payment of 0.25% of the outstanding amount for each calendar day of delay.
- 6.9. In settling arrears, the fines and costs are paid in the first, followed next by penalties for late payment, and lastly the principal debt.
- 6.10. If the Customer delays settling an invoice by more than thirty (30) days, the Contractor has the right to transfer the claim to third parties for collection or to assign the claim to third parties (i.e. collection agencies, law firms, etc.). The Customer is liable for all costs arising from debt collection.
- 6.11. The performance of the Customer's obligations is guaranteed with all of the Customer's assets, including future assets.

7. OWNERSHIP AND COPYRIGHTS, STORAGE OF MATERIALS

- 7.1. Work equipment, computer programs, etc. procured by the Contractor for the performance of the Works and the production of intermediate results are the property of the Contractor and their ownership will not be transferred to the Customer after the delivery of the Works.
- 7.2. If the Customer orders from the Contractor design works or other Work that is significant in the context of intangible property law, the Customer acquires ownership of the content and outcome of the Work and all transferrable copyrights.

- 7.3. If the Work ordered by the Customer is the performance of a print order, the Contractor prepares a print file using the design templates created by the Contractor. In such case, the Contractor reserves ownership of the print file, and the Customer only acquires ownership of the printed matter produced as a fulfilment of the Order, unless otherwise agreed between the Parties. Print files of the design templates designed by the Contractor are stored for an unspecified term as needed.
- 7.4. The risk and responsibility for accidental loss of the Works as a product is transferred to the Customer from the moment of delivery of the Works. The moment of delivery is the moment when the Customer or any person authorised by the latter accepts or should have accepted the Works pursuant to the agreement.
- 7.5. Ownership of the Works is transferred to the Customer if the entire agreed remuneration (as well as any potential penalties for late payment and storage costs) has been paid by the Customer, unless the Parties have agreed otherwise.
- 7.6. The Customer assumes responsibility for not violating the rights of third parties in ordering the Works, including the obligation to ensure that copyrights of third parties are not violated in ordering the Works. The Customer bears any liability arising from copyright infringements by the Customer, including ordering Works that violate copyrights.
- 7.7. By submitting materials to the Contractor, the Customer confirms that it has all the necessary rights to transmit, disclose, reproduce, and distribute such materials and that the activities of the Customer do not conflict with any legislation. The Contractor is not obliged to re-examine these facts. If the Customer's confirmation proves to be incorrect, the Customer is obliged to compensate the Contractor for any respective damages incurred by the latter, including damages incurred due to claims being filed against the Contractor by third parties.
- 7.8. If the Contractor has a suspicion that the Customer is in breach of the abovementioned confirmation obligation or the rights of third parties, the Contractor has the right to demand the Customer to certify the right to order the Work and withhold performance of the Work if the Customer does not provide sufficient evidence for the existence of such right.
- 7.9. If the Customer has delivered materials to the Contractor for the performance of the Works, the Customer reserves the ownership of such materials. The materials that the Contractor did not use directly for the performance of the Work are returned to the Customer after the delivery of the Works (except if the Contractor exercises the right of security).
- 7.10. The Contractor stores the materials provided by the Customer and the documentation relating to the Order for no longer than (3) years from the end of the year in which the materials and documentation came to the Contractor's possession, unless otherwise agreed by the Parties in at least a format which can be reproduced in writing. The Contractor is obliged to ensure the confidentiality of such data in accordance with the provisions of clause 2.5 of these Terms of Delivery or the confidentiality agreement concluded between the Parties.

8. OTHER PROVISIONS

- 8.1. If the legislation in force in the Republic of Estonia prescribes the mandatory delivery of individual copies of specific printed products (hereinafter Preservation Copies) to libraries or other institutions, the Contractor prepares the Preservation Copies at the Customer's expense in addition to the circulation indicated in the agreement and delivers them to the respective authorities at the its own expense. The cost of producing the Preservation Copies is included in the remuneration payable by the Customer.
- 8.2. The Customer bears the statutory obligation to assign the original materials (print file) of the Works to the relevant authorities, unless the Parties have agreed otherwise.

These Terms of Delivery are valid from 1 February 2019