

# GENERAL TERMS OF DELIVERY AND PAYMENT OF UAB "HOMANIT LIETUVA" (applicable as of June 2025)

## § 1 Validity of the Terms

1. These General Terms of Delivery and Payment (the "**Terms**") apply to all sales and deliveries of goods by UAB "Homanit Lietuva" (the "**Seller**") and shall constitute an integral part of each contract for sale and delivery of goods (the "**Contract**"), even if they are not expressly agreed upon on a case-by-case basis. No purchaser's terms shall apply to the sales and deliveries of goods and/or any services performed by the Seller.
2. The Seller contradicts to and rejects any confirmation of order or other confirmations made by the purchaser with reference to or conditional upon the purchaser's terms of business, or purchase, or alike. Unless expressly agreed otherwise in writing, the Seller does not undertake to comply with any of the purchaser's terms.
3. Any deviation from these Terms, including any amendments or supplements hereto, require the prior written consent of the Seller.
4. These Terms are presented in electronic format and are available to the purchaser on the Seller's website ([www.homanit.org](http://www.homanit.org)), where they can be viewed and downloaded. These Terms shall cease its validity upon publication of new terms on the aforementioned website or upon delivery of new terms to the purchaser.

## § 2 Offers and Conclusion of Contracts

1. Information, price lists, and other advertising and/or commercial information provided by the Seller do not constitute an offer, but merely an invitation to negotiations.
2. Any purchaser's offer is not binding upon the Seller unless and until relevant written arrangement has been made in writing between the parties.
3. Telephone or oral arrangements or covenants only become effective when the Seller has given its express written consent in the form of order confirmation or otherwise.
4. A Contract is deemed conclude and becomes effective only when the Seller has expressly confirmed the order in writing, unless otherwise stated in the order confirmation or other written arrangement of the parties.
5. Should the Seller's order confirmation differ from the order placed by the purchaser, the Contract shall be deemed concluded under the terms proposed by the Seller, unless the purchaser rejects the order confirmation in writing not later than within 3 days upon the receipt thereof from the Seller.
6. The Seller shall be entitled to assign any of its claims in respect of the purchaser to a third party without any prior consent of the purchaser.
7. The Seller shall be entitled to collect, record, process and use information and data concerning the purchaser and the sale of goods to the purchaser as well as pass such information and data to third parties for the purposes of, among others, performance of the Contracts made with the purchaser, debt management and out-sourced receivables management.

### § 3 Delivery and Dispatch

1. Unless otherwise stated in the Seller's order confirmation or expressly agreed by the parties in writing, the registered office of the Seller shall be the place of delivery of goods to the purchaser (a pickup address).
2. Delivery dates indicated as expected delivery dates in the Seller's order confirmation are not binding.
3. The Seller shall not be liable for delays in delivery and/or other failure to perform in the event of force majeure or due to other unforeseeable or extraordinary circumstances beyond the Seller's control that significantly impede or prevent the timely performance of obligations, including without limitation, problems with supply of raw materials, operational disruptions caused by, among others, fire, water, breakdowns of production facilities and machinery, strikes, lockouts, material shortages, energy shortages, lack of or limited transport options, actions of government authorities, or changes in legal regulations, even if these circumstances occur with the Seller's suppliers or their subcontractors. In the cases stated above, the Seller shall be entitled to postpone the delivery date for the duration of the relevant circumstance (impediment) and for an appropriate additional period necessary for the Seller to resume production and deliveries. The Seller shall notify the purchaser to that effect. Except as otherwise stated in § 3.4, neither party shall be entitled to withdraw from the Contract before the expiry of the above-mentioned extended delivery date.
4. If the impediments referred to in § 3.3 cause the agreed delivery date to be postponed by more than 3 months, both the Seller and the purchaser shall have the right to withdraw from the unfulfilled part of the Contract upon written notice to the other party. The purchaser shall be entitled to withdraw from the unfulfilled part of the Contract on the basis of this § 3.4 only upon having set a reasonable grace period and expressly notified the Seller on the purchaser's intention to withdraw from the Contract, if relevant impediments persist after the end of the grace period.
5. If the Seller fails to comply with the agreed deadlines, delivery dates or other terms of the Contract, including but not limited to the cases of withdrawal from the Contract by either party in accordance with § 3.4, the purchaser shall not be entitled to claim any damages unless such incompliance is a result of gross negligence or wilful misconduct by the Seller.
6. The purchaser is solely liable for the consequences of incorrect and incomplete details and/or errors in any of the purchaser's documents, including without limitation, purchase orders, requests for delivery, etc.
7. The Seller shall be entitled to provide partial deliveries and partial services at any time.
8. If the agreed delivery address is changed after the Seller confirms the order, all costs resulting from such change are due and payable by the purchaser.
9. If acceptance of the goods is failed, refused, delayed or otherwise impeded through no fault of the Seller, the purchaser shall be liable for and shall reimburse all costs and damages incurred as a result thereof.
10. Unless expressly agreed otherwise in writing, the goods are delivered at the purchaser's risk. The risk of accidental loss of or damage to the goods shall pass from the Seller to the purchaser from the moment the goods are placed for loading onto the vehicle at the Seller's premises. If acceptance or shipment of the goods is delayed for reasons attributed to the purchaser, the risk of accidental loss of or damage to the goods shall pass to the purchaser from the moment the purchaser is notified that the goods are ready to be delivered to the purchaser.

## § 4 Prices and Payments

1. Prices of goods stated in price lists and catalogues are exclusive of the value added tax ("VAT") and subject to price changes without any prior notice.
2. Unless expressly agreed otherwise in writing, the prices are ex factory. All other costs associated with getting the goods from the Seller to their destination, including without limitation, transport costs, shall be borne by (chargeable to) the purchaser.
3. The prices applicable to a specific delivery shall be those stated in the relevant Seller's order confirmation, plus VAT applicable at the time of delivery. However, if the delivery is carried out more than 4 months after the Seller's written order confirmation, the Seller shall be entitled to apply the prices valid on the day of delivery.
4. The Seller shall be entitled to adjust the prices if, after the order confirmation, the format (dimensions) of ordered goods is changed by more than 2% compared to the originally ordered format at the purchaser's request.
5. Unless otherwise agreed in writing, the purchaser shall make all payments without any deductions within 30 days of the invoice date. The Seller may grant the purchaser a discount for faster payment (cash discount). The discount shall apply to the net price of goods, excluding any transport costs. No discount will be granted for orders (sales) with a net value of less EUR 100. The discounts will not be permitted (granted) if the purchaser is in arrears for any other payment obligations to the Seller. Upon the Seller's written consent, invoices can be settled by cheque or bill of exchange, however, the Seller assumes no liability for the timely presentation and/or protest thereof. All costs incurred by the Seller in discounting of cheques or bills of exchange shall be borne by (chargeable to) the purchaser.
6. All payments payable by the purchaser to the Seller are only considered to be made when the due payment, in full of its last portion, is credited to the Seller's account.
7. For delayed payments, we are entitled to charge annual interest payable on arrears at the late payment interest rate established in the Law of the Republic of Lithuania on the Preventions of Late Payment in Commercial Transactions No IX-1873 (*in Lithuanian Lietuvos Respublikos mokėjimų, atiekamų pagal komercines sutartis, vėlavimo prevencijos įstatymas Nr. IX-1873*), but in any case, not less than 8%.
8. Unless the Seller provides otherwise, all and any payments received by the Seller from the purchaser shall be allocated in accordance with Article 6.54 of the Lithuanian Civil Code.
9. If the purchaser delays any payment to the Seller, from the moment of such delay all payment obligations of the purchaser to the Seller arising from any Contract or other business relationship of the parties, including any deferred payments, shall become immediately due and payable and the Seller shall become entitled to demand payments under all and any bills of exchange regardless of their maturity. Furthermore, if the purchaser fails to comply with its payment obligation in due course, or if the Seller becomes aware of circumstances indicating a deterioration in the purchaser's solvency and/or creditworthiness, including without limitation, if the cashing of bills of exchange or checks issued by the purchaser becomes impossible, the purchaser's insurer refuses to grant or continue insurance of the sale of goods to the purchaser or reduces the purchaser's credit limit, the Seller shall be entitled to suspend delivery of any goods under any order not yet fulfilled (regardless of the Seller's order confirmation) and/or to make the fulfilment thereof subject to prepayment in whole or in part for the ordered goods or provision of the relevant security satisfactory to the Seller, and in case of failure by the purchaser to comply with the foregoing, to withdraw from the relevant Contract(s) in whole or in part upon immediate notice to the purchaser and without setting any grace period.
10. Without prejudice to the Seller's rights set out in § 4.9, if the purchaser delays any payment to the Seller for more than 20 days, or if the purchaser becomes insolvent, applies for initiation of an insolvency

proceeding, or judicial or extrajudicial insolvency proceedings are initiated against the purchaser, the Seller shall be entitled to withdraw from the Contract in whole or in part, upon immediate notice to the purchase and without setting any grace period.

11. In case of the Seller's withdrawal from the Contract under § 4.9 and/or § 4.10, the purchaser shall reimburse to the Seller all its documented costs incurred as a result of withdrawal from the Contract. The Seller's right to assert further claims for damages in respect of the purchaser remains unaffected.
12. The purchaser shall not be entitled to set-off against or deduct from any payments due and payable to the Seller any amounts of any kind that are due or may become due from the Seller to the purchaser on any basis, unless the purchaser's claim is expressly and undisputably accepted by the Seller in writing or such claim is approved by a legally binding decision of a competent court.

## § 5 Retention of Title

1. The Seller shall remain the owner of the delivered goods (the "**Retained Goods**") until the purchaser has fully settled with the Seller for the Retained Goods.
2. Without prejudice to the purchaser's right to resell and/or process, combine or mix the Retained Goods as set out in these Terms, the purchaser shall not be entitled to create any lien or otherwise encumber the Retained Goods without the Seller's prior written consent. In case a third party asserts any claim in respect of the Retained Goods, or if the Retained Goods are seized or otherwise encumbered, the purchaser shall notify the Seller to that effect without undue delay and shall take all necessary steps to protect the Seller's ownership to the Retained Goods, including but not limited to, notification of all third parties concerned of the Seller's ownership to the Retained Goods and providing the Seller with all necessary assistance to protect the Seller's rights to the Retained Goods. The purchaser shall also provide the Seller with all relevant documents, data and information in connection with the seizure and/or other encumbrances imposed on the Retained Goods. The purchaser shall bear all costs associated with the foregoing.
3. The purchaser shall, at own expense, ensure carefully storage of the Retained Goods. The purchaser shall insure the Retained Goods at their acquisition value against common risks, including, among others, fire, water, theft, break of glass, natural calamities, unlawful activity of third parties, etc. The purchaser hereby assigns to the Seller to the full extent all and any claims against the insurer arising from or in connection with the loss of or damage to Retained Goods, including any product made of the Retained Goods, in the amount of the outstanding price of the Retained Goods. At the Seller's request, the purchaser will provide the Seller with the relevant documents evidencing the foregoing insurance of the Retained Goods.
4. Subject and without prejudice to § 5.7, the purchaser shall be entitled to process, combine or mix the Retained Goods in the normal course of the purchasers' business, however, without creating any binding obligations to the Seller. If the Retained Goods are processed, combined or mixed with other goods not belonging to the Seller, the Seller shall acquire the share in co-ownership of the new item pro rata to the value of the Retained Goods. If, regardless of the above-stated, the purchaser becomes (or is considered) the sole owner of such newly produced item, the purchaser shall transfer into the Seller's ownership free of charge the part of the new item pro rata to the value of the Retained Goods in it.
5. The purchaser is entitled to subsequently resell the Retained Goods in the ordinary course of the purchaser's business. As a security of the purchaser's obligation to settle with the Seller for the Retained Goods, from the moment of the resale of the Retained Goods, the purchaser shall be deemed having assigned to the Seller the resale receivables in the amount of the purchaser's outstanding debt to the Seller for the Retained Goods at the moment of their resale. This applies regardless of whether the Retained Goods are sold unprocessed or after their processing, combination or mixing with other items/goods that may or may not belong to the Seller. The Seller hereby accepts the foregoing assignment. The purchaser shall notify all subsequent acquirers of the Retained Goods of the above-

stated assignment. All costs associated with the assignment shall be borne by the purchaser.

6. The purchaser shall be entitled to assert the claims (collect receivables) even after their assignment to the Seller in accordance with § 5.5. However, it will not affect the Seller's right to assert such claims (collect receivables). The Seller shall not assert the claims assigned by the purchaser to the Seller under § 5.5 if and to the extent the purchaser properly fulfils its payment and other obligations to the Seller. If the purchaser delays its payment to the Seller, the Seller shall be entitled to assert any and all claims taken over from the purchaser and the purchaser shall be obliged to provide the Seller with all data and information required for the enforcement of the claims assigned, including without limitation, the documents confirming the assigned claims, as well as to inform the purchaser's debtors of the assignment of the relevant claims to the Seller.
7. Without prejudice to other rights of the Seller under these Terms and/or applicable law, if the purchaser delays any payment to the Seller, or becomes insolvent, applies for the initiation of an insolvency proceeding, or judicial or extrajudicial insolvency proceedings are initiated against the purchaser, the purchaser's right to resell, process, combine or mix the Retained Goods as well as the purchaser's right to assert the claims (collect receivables) assigned to the Seller shall be deemed expired. Furthermore, the Seller shall be entitled to demand that the Retained Goods, which have not yet been resold, are immediately handed back to the Seller and, upon such demand, the purchaser shall be obliged, as the case may be, to deliver the goods to the Seller and/or assign to the Seller all the purchaser's claim rights against a third party in connection with the release and hand-back of the Retained Goods to the Seller. Unless otherwise notified by the Seller, the Seller's demand to hand back the Retained Goods shall not affect the validity of the Contract and shall not constitute the Seller's withdrawal from the Contract.
8. If the value of securities provided by the purchaser exceeds the Seller's claims to the purchaser by more than 20%, the Seller shall release the relevant surplus of the securities at the purchaser's request.

## **§ 6 Warranty and Defect Liability**

1. The Seller warrants that the goods are free from manufacturing and material defects.
2. The warranty period shall be one year from and including the day of delivery of the goods.
3. Dimension and quantity information provided in offers and agreements are not considered as quality characteristics of the goods.
4. Minor deviations in colour, design, surface quality, dimensions, hardness, strength, and water absorption shall be considered acceptable. These deviations shall not be deemed defects and shall not constitute a basis for any claim by the purchaser.
5. The warranty does not cover, and the Seller shall not be liable for, any defects or faults resulting from improper loading, unloading, storage, or handling of goods, including exposure to weather conditions and chemicals, normal wear and tear, or non-compliance with the Seller's operating and maintenance instructions.
6. The purchaser shall only be entitled to assert warranty claims if the purchaser has properly inspected the delivered goods and notified the Seller of any defects detected in accordance with these Terms.
7. The purchaser shall inspect each delivery for quantitative, visible, and other detectable defects and for compliance of the delivered goods with the Seller's order confirmation and shall notify the Seller in writing of any defects or incompliances immediately, but not later than within 7 days of the delivery date. Defects that cannot be detected within the aforesaid term, even after careful inspection, including any hidden defects, shall be notified to the Seller in writing immediately (but not later than within 7 days) of their detection. Failure to comply with the above-stated notification requirement will result in the

forfeiture of warranty rights concerning the respective defect (defective goods). The initiation of an inspection of the reported defects and/or taking of any measures with the aim to remedy any defect by the Seller shall not prevent the Seller from raising an objection regarding late or improper notification of the defects by the purchaser.

8. In case any defect, for which the Seller is deemed liable, is detected during the warranty term, the Seller shall either rectify the defect or replace the defective goods with those of appropriate quality at the Seller's discretion. If the Seller fails to rectify the defects or replace the defective goods within a reasonable term, which in all cases shall not be shorter than 30 days, the purchaser shall be entitled to claim the reduction of the price or to withdraw from the Contract in respect of the defective goods, at its discretion. In case of minor defects, the purchaser shall only be entitled to the price reduction.
9. The Seller shall and may not be deemed liable for any other damage (loss) suffered by the purchaser, except (i) the liability for the defective goods, as stated above in § 6.8, (ii) the liability for personal injury, death and non-pecuniary damage and (iii) liability for any damage caused by gross negligence or wilful misconduct of the Seller.

## **§ 7 Applicable Law and Place of Jurisdiction**

1. These Terms, the Contract and any relation between the parties in connection with the Contract and the sale and purchase of goods shall be governed by and construed in accordance with the Laws of the Republic of Lithuania, excluding the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.
2. All disputes, claims or controversies arising from or in connection with these Terms and/or the Contract, including, among others, any dispute as to validity, interpretation or breach of the Contract, shall be resolved by the competent courts in Vilnius City, the Republic of Lithuania in accordance with the laws of the Republic of Lithuania.

## **§ 8 Other provisions**

1. If any provision of these Terms is determined at any time illegal, invalid or unenforceable in whole or in part, the legality and enforceability of the remaining provisions of these Terms shall not be affected thereby. The contracting parties shall use reasonable endeavours to agree on the replacement of the illegal, invalid or unenforceable provision with a new legal, valid and enforceable provision, which shall be as close as possible in meaning to the illegal, invalid or unenforceable provision.
  2. The purchaser shall not be entitled to assign any of the purchaser's right and/or obligation arising from or in connection with any Contract to any third party without the prior written consent of the Seller.
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