

1. Interpretation

1.1 Applicable definitions:

"Banking Day"	Working day in Vilnius, other than Saturday, Sunday or public holiday.
"Conditions"	General Terms and conditions set out in this document, unless else agreed on fixing particular contract. If any amendments done, same to be confirmed by parties on email and/or fixing note.
"Contract"	Both ends confirmed agreement between the Supplier and/or Seller and/or Seller and the Client for the sale and purchase of the Goods in accordance with these Conditions.
"Statutory"	Provisions which are coming out of legislation.
"Client"	Any person or company who in legal possession to purchase the Goods from the Supplier and/or Seller and/or Seller.
"Force Majeure Event"	As specified in Force Majeure section
"Goods"	The goods with description set out in the Order.
"About"	In Goods / Delivery description has illustrative and/or approximate meaning ONLY
"In writing"	By email
"Order"	Client's confirmed inquiry for the Goods, as set out in the Order Form.

2. Basis of contract

2.1 These Conditions apply to the Contract in order to exclude any other terms that the Client seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Supplier and/or Seller / Seller only supplies Goods on the basis of a Product Specification, or as close as technically possible. Supplier and/or Seller and/or Seller does not provide any Goods by way of "by sample" or any description other than as set out in Product Specification relating to the Goods.

2.3 The Order Form constitutes an offer by the Client to purchase the Goods in accordance with these Conditions. The Client prime responsibility to ensure that the terms of the Order and any applicable Specification submitted by the Client are complete and accurate.

2.4 The Order shall only be deemed to be accepted when the Supplier and/or Seller and/or Seller issues a written acceptance of the Order, at which point the Contract deemed valid.

2.5 The Client waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Client that is inconsistent with these Conditions. Those condition prevail unless agreed on fixing.

2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and/or Seller and any descriptions or illustrations contained in the Supplier's and/or Seller's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2.7 A quotation for the Goods given by the Supplier and/or Seller shall not constitute an offer. A quotation shall only be valid for a period of 5 Banking Days from its date of issue.

3. Goods

3.1 The Goods are described in the Supplier's and/or Seller's Product Specification. Upon Client's written request Goods might be produced by Client's technical inquiry.

3.2 The Supplier and/or Seller reserves the right to amend the Specification if required by any applicable statutory or regulatory requirements.



4. Delivery

4.1 The Supplier and/or Seller shall ensure that:

4.1.1 each delivery of the Goods is accompanied by a delivery note that shows the contract number, the type and quantity of the Goods (including the code number of the Goods, where applicable), and transport documents; and

4.2 The Supplier and/or Seller shall deliver the Goods to the location set out in the Order, or so close as technically possible, or such other location as the parties may agree (Delivery Place) at any time after the Supplier and/or Seller notifies the Client that the Goods are ready.

4.3 Delivery is completed as per present / valid INCOTERMS terms.

4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier and/or Seller shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Client's failure to provide the Supplier and/or Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods and receipt of same.

4.5 Supplier and/or Seller shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Client's failure to provide the Supplier and/or Seller with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.

4.6 If the Client fails to accept delivery of the Goods within 2 Business Days of the Supplier and/or Seller notifying the Client that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier and/or Seller's failure to comply with its obligations under the Contract:

4.6.1 delivery of the Goods shall be deemed to have been completed at 17:00 am on the 2nd (second) Business Day after the day on which the Supplier and/or Seller notified the Client that the Goods were ready; and

4.6.2 the Supplier and/or Seller shall store the Goods until delivery takes place, and charge the Client for all related costs and expenses (including insurance).

4.7 If during 5 (five) Business Days after the day on which the Supplier and/or Seller notified the Client that the Goods were ready for delivery the Client has not taken delivery of them, the Supplier and/or Seller may resell or otherwise dispose of part or all of the Goods.

4.8 The Supplier and/or Seller may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Client to cancel any other instalment.

4.9 It is the Client's responsibility to check the product and to notify the Supplier and/or Seller of any defects within accepting the goods as per INCOTERMS. Immediate notification from Client to be send in writing.

5. Quality

5.1 Provided the Goods have at all times been handled in accordance with the Storage and Handling Instructions the Supplier and/or Seller warrants that the Goods shall:

5.1.1 conform in all material respects with the Product Specification;

5.1.2 be free from material defects in design, material and workmanship;

5.1.3 be of satisfactory quality.

5.2 If prior to any use of the Goods by the Client the Client gives notice in writing to the Supplier and/or Seller upon discovery that some or all of the Goods do not comply with the warranty set out in this clause and;

5.2.1 the Supplier and/or Seller is given a reasonable opportunity of examining such Goods; and

5.2.2 the Client (if asked to do so by the Supplier and/or Seller) returns such Goods to the Supplier and/or Seller place of business at the Client's cost, the Supplier and/or Seller shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier and/or Seller shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

5.3.1 At any time after delivery the Goods have not been treated in accordance with the good Storage and Handling practice;

5.3.2 the Client makes any further use of such Goods after giving notice in accordance with clause 5.2;

5.3.3 the defect arises as a result of the Supplier and/or Seller following any drawing, design or Specification supplied by the Client;

5.3.4 the Client alters or repairs such Goods without the written consent of the Supplier and/or Seller;

5.3.5 the condition of the Goods arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

5.3.6 the Goods differ from the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier and/or Seller shall have no liability to the Client in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier and/or Seller.

6. Title and risk

6.1 The risk in the Goods shall pass to the Client on completion of delivery.

6.2 Title to the Goods shall not pass to the Client until the Supplier and/or Seller receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier and/or Seller has supplied to the Client in respect of which payment has become due;

6.3 Until title to the Goods has passed to the Client, the Client shall:

6.3.1 store the Goods separately from all other goods held by the Client so that they remain readily identifiable as the Supplier and/or Seller's property;

6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;

6.3.4 Store the Goods in accordance with the Storage and Handling Instructions.

6.3.5 notify the Supplier and/or Seller immediately if it becomes subject to any of the events listed in clause 8 .1 and

6.3.6 give the Supplier and/or Seller such information relating to the Goods as the Supplier and/or Seller may require from time to time.

6.3.7 On failure of Client's due payment the Supplier and/or Seller may at any time:

6.3.7.1 require the Client to deliver up all Goods in its possession that have not been irrevocably incorporated into another product; and

6.3.7.2 if the Client fails to do so promptly, enter any premises of the Client or of any third party where the Goods are stored in order to recover them.

7. Price and payment

7.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's and/or Seller's published price list in force as at the date of delivery.

7.2 The Supplier and/or Seller may, by giving notice to the Client at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

7.2.1 any factor beyond the Supplier's and/or Seller's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

7.2.2 any request by the Client to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or

7.2.3 any delay caused by any instructions of the Client or failure of the Client to give the Supplier and/or Seller adequate or accurate information or instructions.

7.3 The price of the Goods:

7.3.1 excludes amounts in respect of value added tax (VAT), which the Client shall additionally be liable to pay to the Supplier and/or Seller at the prevailing rate, subject to the receipt of a valid VAT invoice; and

7.3.2 excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Client

7.4 The Supplier and/or Seller may invoice the Client for the Goods on or at any time after the completion of delivery.

7.5 Payment is due upon receipt of our invoice by you. If you require a credit account – same to be agreed in writing and payment must be made within 3 days of the delivery date and we must have a credit limit from our credit insurers. No deliveries can be made if the limit is reached at any one time. Payments shall be made to the bank account nominated in writing by the Supplier and/or Seller. Time for payment is of the essence.

7.6 If the Client fails to make any payment due to the Supplier and/or Seller under the Contract by the due date for payment, then the Client shall pay interest on the overdue amount at the rate of 0.5% per day. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Client shall pay the interest together with the overdue amount.

7.7 The Client shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier and/or Seller may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Client against any amount payable by the Supplier and/or Seller to the Client.

8. Termination

8.1 Without limiting its other rights or remedies, the Supplier and/or Seller may terminate this Contract with immediate effect by giving written notice to the Client if:

8.1.1 the Client commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 5 banking days of that party being notified in writing to do so;

8.1.2 the Client takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

8.1.3 the Client suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

8.1.4 the Client's financial position deteriorates to such an extent that in the Supplier and/or Seller's opinion the Client's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

8.2 Without limiting its other rights or remedies, the Supplier and/or Seller may suspend provision of the Goods under the Contract or any other contract between the Client and the Supplier and/or Seller if the Client becomes subject to any of the events listed in clause 8.1.1 to clause 8.1.4, or the Supplier and/or Seller reasonably believes that the Client is about to become subject to any of them, or if the Client fails to pay any amount due under this Contract on the due date for payment.

8.3 Without limiting its other rights or remedies, the Supplier and/or Seller may terminate the Contract with immediate effect by giving written notice to the Client if the Client fails to pay any amount due under the Contract on the due date for payment.

8.4 On termination of the Contract for any reason the Client shall immediately pay to the Supplier and/or Seller all of the Supplier and/or Seller's outstanding unpaid invoices and interest.

8.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

8.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

9. Limitation of liability

9.1 Nothing in these Conditions shall limit or exclude the Supplier and/or Seller's liability for:

9.1.1 fraud or fraudulent misrepresentation;

9.1.2 any matter in respect of which it would be unlawful for the Supplier and/or Seller to exclude or restrict liability.

9.2 Subject to clause 9.1:

9.2.1 the Supplier and/or Seller shall under no circumstances whatsoever be liable to the Client, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

9.2.2 the Supplier and/or Seller's total liability to the Client in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

10. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for 2 months, the party not affected may terminate this Contract by giving 7 written notice to the affected party.

11. General

11.1 Assignment and other dealings.

11.1.1 The Supplier and/or Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

11.1.2 The Client may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier and/or Seller.

11.2 Entire agreement.

11.2.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

11.2.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

11.3 Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorized representatives).

11.4 Waiver.

No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

11.5 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

11.6 Notices.

11.6.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

11.6.2 A notice or other communication shall be deemed to have been received:

if delivered personally, when left at the address referred to in clause 11.6.1;

if sent by pre-paid first class post or other next working day delivery service, at 9:00 am on the two Business Day after posting;

if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

11.6.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.



11.7 Third party rights. No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

11.8 Governing law.

The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of Republic of Lithuania.

11.9 Jurisdiction.

Each party irrevocably agrees that the courts of Republic of Lithuania shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.





Lapiai, LT-96005, Klaipėdos raj. Lietuva
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Bankas: AB SEB bankas A/s LT737044060006957855

