

SALES TERMS AND CONDITIONS

These Sales Terms and Conditions apply to all sales contracts for goods produced and constructed for the clients of **KMR Interior OÜ**. The Terms and Conditions form an integral part of the sales contract.

DEFINITIONS

“Product” – a staircase, window, door, trim (one or more) or other mainly wooden product manufactured by the Seller;

“Work” – installation work ordered by the Buyer from the Seller in addition to the Product;

“Payment Term” – the due date for payment for the Product and the Work;

“Late Interest” – late payment interest payable by the delaying party to the other party for each delayed day in case of delay in fulfilling a monetary obligation;

“Warranty” – the Seller’s obligation, in the cases specified in these Terms and Conditions and within the period and under the conditions determined by the Seller, to remedy defects in the Product and/or Work that occur during normal use, or to replace the defective Product and/or Work.

ORDERING OF THE PRODUCT AND WORK

Unless the parties have entered into a separate agreement with special terms, the order for the Product and/or Work and its essential terms must be confirmed in a reproducible written form.

PAYMENT AND WITHDRAWAL FROM THE SALES CONTRACT BY THE SELLER

The Buyer shall pay the Seller the agreed price for the Product and the Work.

If the parties have agreed on an advance payment, the Seller is obliged to perform the Contract starting from the receipt of the advance payment. If the receipt of the advance payment is delayed, the Seller has the right to postpone the fulfilment of the order and set a new deadline.

Until full payment of the price, the Product remains the property of the Seller, and the Seller has the right to reclaim it into its possession at any time.

If the Buyer has not paid for the Product, but the Product has become an essential part of immovable property by being attached to the site, the Seller has the right to demand, in order to secure the Seller’s contractual claim, the establishment of a mortgage on the Buyer’s immovable property to the extent of the purchase price, of which the Product has become an essential part.

If the Buyer fails to pay for the Product and/or Work by the agreed deadline, the Seller has the right to withdraw from the Contract after 30 calendar days by submitting a corresponding notice to the Buyer. In such case, the Seller has the right not to refund the advance payment and to dispose of the Product.

PRODUCT QUALITY, DELIVERY CONDITIONS AND NON-CONFORMITY OF THE PRODUCT AND WORK

The Seller declares that the production of new goods complies with the applicable requirements, and the Buyer has the right to receive a corresponding certificate of conformity. Deviations are permitted based on the project, specifications and/or other documents included in the order.

The Work must comply with the construction regulations and standards in force in the Republic of Estonia.

If the Buyer purchases the Product without the Work, the Seller shall deliver the Product to the Buyer at the place and time agreed in the Contract.

If the Buyer purchases the Product together with the Work, the Seller shall notify the Buyer of the commencement of the Work in a reproducible written form at least three (3) calendar days in advance, and the Buyer must ensure access to the site for performing the Work by that time.

The delivery time of the Product and/or Work may change if the Buyer has independently opened the packaging on site or caused damage. In such a case, the parties shall inspect the damage and draw up a report thereof.

Upon discovery of non-conformity in the Product and/or Work, the Buyer is obliged to notify the Seller within the shortest reasonable time and request that the Product and/or Work be brought into conformity with the Contract.

If the Buyer fails to accept the Product and/or Work by the specified and communicated time and/or refuses acceptance without contractual grounds, the Seller shall notify the Buyer in a reproducible written form of its right to deem the Product and/or Work delivered within five (5) days, and the Buyer undertakes to pay the agreed price.

The risk of accidental destruction of the Product passes from the Seller to the Buyer upon delivery or deemed delivery of the Product.

If the Product is installed or transferred to a third party by the Buyer, only the warranty conditions set out in these Terms and Conditions shall apply to the Product.

LATE INTEREST

In case of delay in payment of contractual payments, the Seller has the right to demand from the Buyer late interest of **0.2% per day** of the unpaid amount, calculated from the payment due date.

If the Seller fails to meet the delivery deadline for the Product and/or Work, and no circumstances excluding the Seller's liability exist, the Buyer has the right to demand a contractual penalty from the Seller of **0.2% per day** of the price of the undelivered Product and/or Work, but not more than **20% of the total contract price**.

The calculation of the contractual penalty begins from the reasonable deadline granted by the Buyer to the Seller for performance, which the Seller has breached.

If the parties have agreed in the Contract on different rates of Late Interest or Contractual Penalty, or if the Contract concerns restoration works, the provisions of the Contract shall apply.

LIMITATION OF LIABILITY AND FORCE MAJEURE

Under no circumstances shall indirect damage be compensated in the event of a breach of the Contract (including, but not limited to, loss of profit, lost time of the client, moral damage, etc.).

The Buyer undertakes to take all necessary and possible measures to prevent damage to themselves, the Seller, or third parties.

The Seller's liability in the event of non-conformity of the Product and the Work is limited solely to the repair or replacement of the defective Product and/or Work.

The parties shall be released from liability if the performance of the Contract becomes impossible due to force majeure.

The party that becomes aware of a force majeure event is obliged to notify the other party immediately in a form that allows written reproduction and to make proposals for suspension or termination of the Contract.

WARRANTY

The Seller grants a **2-year Warranty** for new Products, covering defects arising from manufacturing, materials and/or construction that occur during the Warranty period in the course of normal and proper use of the Product.

The Warranty also applies to installation work performed by the Seller.

The Warranty covers:

- dimensional stability of the Products;
- tightness of the insulating glass unit;
- fittings;
- durability of the finishing layer.

The Warranty enters into force from the moment of delivery or deemed delivery of the Product and the Work to the Buyer, unless otherwise stipulated in the Contract.

The Warranty does not apply if the Buyer has not paid the Seller in full for the Product and/or Work. After full fulfilment of all obligations by the Buyer, the Warranty shall apply retroactively from the date indicated in the delivery or deemed delivery notice.

In the event of a warranty claim, the Buyer has the right to demand free repair of the Product and/or Work or, if repair is impossible or unreasonable, replacement of the defective part(s).

The Seller's liability under the Warranty is strictly limited to the conditions set out below and does not extend to any other damage.

The Warranty is valid provided that:

- the Product has been delivered to the site in packaging prepared by the Seller;
- the Product has been installed professionally, under suitable conditions and in accordance with good construction practice, without damaging the Product in any way;
- maintenance of the Product has been carried out in accordance with the Seller's and/or manufacturer's instructions or recommendations;
- the Product has been used for its intended purpose and in a prudent manner;
- the damage to the Product and/or Work has not been caused by external influences or third parties, including, but not limited to, movement of supporting structures, deformation, vibration, weather conditions, including excessive humidity, or events caused by force majeure.

The warranty for wood durability covers damage to wooden parts of the Product (rot, dimensional stability affecting normal use of the Product).

For insulating glass units or other glass components installed by the Seller, the manufacturer's warranty applies.

For metal and non-metal components, the manufacturer's warranty conditions apply.

The Warranty does not cover changes to the Products caused by weather conditions (e.g. fading of colour) or the appearance of glue joints, knots, wood grain, joints, etc. through the paint layer as a result of changes in humidity and/or temperature, provided that the finishing layer itself is not damaged (cracked, detached, etc.).

The Warranty does not apply if the Product or its part, together with the Work or separately, has been damaged or broken after delivery to the Buyer due to mechanical damage incurred during transport, installation or use.

The Warranty does not apply if the Buyer or a third party has installed the Product incorrectly, failed to follow maintenance requirements, processed, modified or damaged the Product or its part in any way after delivery.

The Warranty does not apply if the Buyer has notified the Seller of defects in the Product and/or Work with delay, as a result of which the defects have increased and the repair costs are unreasonable compared to the costs that would have occurred in the event of timely notification.

The Warranty does not apply if the properties or appearance of the Product and/or Work have changed due to abnormal weather conditions or other natural circumstances and are not the result of normal wear and tear.

The Warranty does not apply to any Product or its part in relation to external or internal climate conditions for which the manufacturer has not recommended the Product.

During the validity of the Warranty, the Buyer must notify the Seller of any defect in the Product or Work in a reproducible written form within **14 calendar days**, including a precise description of the defect, photographs and the delivery report. The existence of the defect shall be proven by the Buyer.

In order to exercise rights arising from the Warranty, the Buyer must submit to the Seller the sales contract proving the purchase of the Product and/or Work from the Seller.

The Seller has the right to send its authorized representative to inspect the Product and/or Work, and the Buyer undertakes to allow such inspection.

The Seller's representative shall verify the existence of the defect(s) and determine the cause thereof, drawing up a report if necessary.

If the Buyer's warranty claim proves to be unfounded, the Buyer shall reimburse the Seller for all costs incurred by the Seller in handling the unfounded warranty claim.

Warranty work shall be performed on working days within a reasonable time agreed with the Buyer.

TERMINATION OF THE CONTRACT

The Contract terminates when all obligations arising therefrom have been duly and fully fulfilled.

A party may withdraw from the Contract if the other party materially breaches the Contract, as a result of which further performance of the Contract becomes unjustifiably unacceptable to the terminating party, and the breaching party has failed to remedy the breach within a reasonable time granted for this purpose, or if the other party breaches the Contract repeatedly and does not cease the breach despite the demands of the other party.

The Seller has the right to withdraw from the Contract if the Buyer fails to pay the advance payment or other amounts payable under the Contract by the agreed deadline.

The Buyer has the right to withdraw from the Contract if delivery of the Product and/or Work has been delayed for more than two (2) calendar months due to circumstances dependent on the Seller and without excusable conduct by the Seller.

OTHER TERMS

Amendments to the Contract shall be made by agreement of the parties, unless otherwise stipulated in the Contract or these Terms and Conditions.

The terms of the Contract are confidential, and neither party may disclose them to third parties without the written consent of the other party, except in cases provided by law.

In matters not regulated by the Contract or these Terms and Conditions, the parties shall be guided by the legislation of the Republic of Estonia.