

TERMS AND CONDITIONS OF SALE

DATED [25] [04] 2023

These terms and conditions of sale (the “**Terms and Conditions**”) set out the legal terms applicable when **KB Auto Eesti OÜ**, a company established and operating under the laws of Estonia (the “**Company**”), whose contact details are set out below and who provides access to, and use of, the Company’s website referred to below (the “**Website**”), sells to a client (the “**Buyer**”) any machine, vehicle or equipment listed for sale on the Website (the “**Product**”). The Company and the Buyer may each also be referred to as “**party**” and together as “**parties**”.

KB Auto Eesti OÜ:	Registration number: 11430778 Address: Kooli tn 10, Rummu 76102, Lääne-Harju parish, Estonia Contact phone: +372 5353 6395 Contact email: info@kbauto.ee The Website: www.kbauto.ee
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1. THE WEBSITE, THE TERMS AND CONDITIONS, THE PRODUCTS

1. The Website is not an e-shop or an e-commerce platform. The Website is an environment for provision of information about the Products and the business of the Company.
2. The Company reserves the right, at its sole discretion, to change, modify, add, or remove portions of the Terms and Conditions. When changing the Terms and Conditions, the updated the Terms and Conditions shall be published on the Website.
3. To any sales agreement of a Product, the Terms and Conditions in force at the time of the issue of the sales invoice shall apply. When sending a purchase request and receiving a sales invoice, the Buyer is advised to save and/or print the Terms and Conditions for later reference.
4. The Products sold by the Company are used Products, not new Products. In case of an exception, it shall be set out on the sales invoice that the specified Product referred to on the sales invoice is not a used product.

2. PURCHASE REQUEST, SALES INVOICE AND CONCLUSION OF SALES AGREEMENT

1. The Buyer shall submit a purchase request to the Company for purchase of the Product in writing, by email or over the phone to the contact details of the Company set out above.
2. After the receipt of the purchase request, the Company shall notify the Buyer of the specific conditions of the requested purchase, including specification of the Product, price of the Product and delivery date. Together with the notification, the Company forwards the Buyer Client Data Questionnaire. In order to facilitate payment transactions between banks and payment institutions, standards of anti-money laundering (AML) and Know Your Customer (KYC) principle are applied. For that reason, the Company asks certain questions and evaluates information about the potential clients.
3. The company may request additional information in addition to the information provided in the Client Data Questionnaire. After successful evaluation of the data provided in the Client Data Questionnaire, the Company shall issue a sales invoice to the Buyer.
4. A sales agreement for purchase of the Product between the Buyer and the Company is deemed concluded as from (i) the payment of the sales invoice by the Buyer or (ii) signing of the sales invoice by the Buyer, whichever is the sooner. The sales invoice and any documents

accompanying and specifying the sales invoice, including the Terms and Conditions, shall constitute an integral part of the sales agreement.

5. The Company shall be entitled to decline any purchase request upon its discretion. Unless the Company has contacted the Buyer within 1 (one) business day as from receipt of the Buyer's purchase request, the Buyer's purchase request is deemed declined by the Company. This shall not apply if the Company at its full discretion contacts the Buyer at a later date and issues the sales invoice to the Buyer for acceptance.

3. REPRESENTATIONS UPON CONCLUSION OF THE SALES AGREEMENT

1. Each party represents to the other party upon conclusion of the sales agreement that:
 - (a) it is duly organized and validly existing under the laws of its country of incorporation; no actions for its dissolution, merger, division or transformation have been taken, no interim trustee has been appointed, no bankruptcy or reorganisation proceedings have been commenced and no bankruptcy petitions have been submitted with respect to it;
 - (b) it has full authority and power to enter into the sales agreement and perform its obligations thereunder; and
 - (c) the entry into and performance of the sales agreement and the consummation of transaction contemplated therein will not result in a breach of (i) its articles of association or any other constitutional documents, (ii) any judgement, decree or order of any court or any administrative act of any public body, (iii) any applicable law or permit or (iv) any agreement or other undertaking binding on it.
2. If the Buyer is a physical person, the Buyer represents upon conclusion of the sales agreement that he/she is not a consumer and concludes this transaction purely in his/her independent economic or professional activities.

4. PRICE OF THE PRODUCT, SALES INVOICE AND PAYMENT TERMS

1. The prices set out on the Website are indicative only and intended to give the Buyer a point of reference. The Company is entitled to adjust any prices of any Product set out on the Website at any time.
2. The final price of the Product shall be set forth on the sales invoice issued by the Company to the Buyer in response to the Buyer's purchase request. The Company shall add taxes, which the Company is required to add under the applicable law, to the price of the Product and shall set them forth on the sales invoice.
3. The sales invoice shall also set out all specific conditions for sale of the Product which are not set out in the Terms and Conditions, including (i) specification of the Product, (ii) price of the Product and applicable taxes, (iii) terms and conditions of delivery such as date of delivery, place of delivery, delivery cost, and (iv) other additional costs (if any). The sales invoice shall also refer to the Terms and Conditions as the terms and conditions of sale between the Buyer and the Company.
4. All payments are invoiced and shall be made by the Buyer in the currency indicated on the invoice.
5. Payment of the sales invoice is considered made by the Buyer when the invoiced sum is received on the account of the Company.
6. Failure of the Buyer to make payment on time, i.e., on the date of payment stipulated on the sales invoice, shall postpone agreed delivery of the Product, unless, subject to the discretion of the Company, the Company cancels the sales agreement because of the Buyer's failure to make a timely payment. If the non-payment by the Buyer caused the Company to postpone delivery, the Company shall communicate to the Buyer in a separate notice a new delivery date and any

other amended delivery term.

5. DELIVERY OF THE PRODUCT, TRANSFER OF RISK AND TITLE

1. Date and Incoterms®2020 term for delivery shall be stipulated by the Company in the sales invoice. If the Buyer signs and/or pays the sales invoice, the Buyer has accepted the delivery term and date.
2. The Buyer may notify the Company of the unsuitability of the delivery date no later than 2 business days after receipt of the sales invoice and may request a new delivery date. The new delivery date shall be set out by the Company on a new sales invoice issued to the Buyer.
3. Unless otherwise agreed between the parties, all expenses and charges related to delivery (including customs procedures, transport, etc.) of the Product shall as per the agreed Incoterms®2020 term for delivery.
4. The Company shall deliver the Product, which conforms to the specification set out on the sales invoice submitted to the Buyer, on the agreed delivery date and in the agreed place of delivery.
5. The Buyer undertakes to create appropriate technical conditions for acceptance of delivery of the Product and shall ensure that its authorised representative is present for acceptance of delivery.
6. Risk of damage to the Product shall pass from the Company to the Buyer as stipulated in the Incoterms®2020 term for delivery set out on the sales invoice.
7. Notwithstanding the agreed Incoterms®2020 term for delivery (and transfer of risk), the Product delivered by the Company shall remain in the ownership of the Company until the Company has received full payment for the Product.

6. THE PRODUCT

1. The Products are used products. The Buyer acknowledges that the Products are sold in an “as-is” condition and that the Company itself does not carry out a pre-sale technical inspection of the Products.
2. The Buyer has been given the opportunity to inspect the Product. The Buyer has, therefore, either inspected the Product or the Buyer has knowingly waived its right to inspect the Product before concluding the sales agreement. This means that the Buyer has become aware of the condition of the Product and the Buyer has no claims in respect of it now or in the future. All features that were and/or could have been detected during visual inspection of the Product have become the agreed characteristics of the Product. The characteristics that were and/or could have been detected during visual inspection of the Product shall not be considered as non-conformity of said Product, and such characteristics shall not give rise to the Company's liability.

7. NO WARRANTY FOR USED PRODUCT, WARRANTY ONLY FOR NEW PRODUCT AS SET OUT ON SALES INVOICE

1. The Buyer has a warranty in respect of the Product and may rely on it only if and to the extent specifically stated on the sales invoice sent by the Company. In this case the Buyer shall have to consult the applicable warranty and its terms as are described or referred to on the sales invoice.

8. TERM OF AND WITHDRAWAL FROM THE SALES AGREEMENT

1. The sales agreement of a Product shall take effect upon payment or signing of the sales invoice by the Buyer, whichever is the sooner, and shall remain in effect until both parties have fulfilled their obligations thereunder.
2. A party may withdraw from the sales agreement with immediate effect by a termination notice

served in conformity with clause 12 of the Terms and Conditions if the other party is in material breach of its obligations under the sales agreement, and such other party has failed to remedy the breach within a reasonable time as from a notice sent by the suffering party.

9. LIABILITY

1. The parties have agreed to limit the Company's liability, considering that the Products are sold in an "as-is" condition. The Company shall not be liable for any visible or hidden defects of whatever nature of any Product. Notwithstanding the limitation of liability, the Company shall still be liable for a breach of their obligations under the Contract or for damage caused in the case of intent or gross negligence.
2. If for any reason the Buyer is unsatisfied with the Product, the Buyer must inform the Company immediately after it becomes aware of the circumstances that in his or her view can give rise to the complaint or claim (the "Claim"). All Claims of the Buyer must be submitted in writing and must include a clear description of the circumstances giving rise to the submitted Claim. If the Buyer is in possession of any evidence regarding the Claim, all such evidence must be annexed to the Claim (including but not limited, invoices, quotes, photos, etc.).
3. The Company shall not be liable for any Claims by a Buyer made later than 2 months after the date when the circumstances giving rise to the Claim became known or should have become known to the Buyer. If the Buyer fails to submit its Claim to the Company within such period, the right of the Buyer to submit the Claim shall be deemed to have expired.
4. The parties shall bear full proprietary liability for damage caused to the other party by non-compliance or inappropriate compliance with the sales agreement. The parties shall be liable for proprietary damage caused to the other party by any activity or omission of their employees and representatives.
5. To the extent legally permissible under mandatory provisions of applicable law, the Company's maximum liability for any defective Product is limited to the price paid by the Buyer for the Product in question.
6. If either party is in delay upon making payments to the other party, the party in breach shall pay to the suffering party late payment interest of 0.02% of the delayed amount per each delayed day.
7. If the Buyer is late upon acceptance of delivery, the Company is entitled to demand payment of contractual penalty from the Buyer in breach in the amount of 2% (two per cent) of the gross value of the Product in question per day until due acceptance of delivery. The Buyer shall pay the contractual penalty to the Company within 10 business days as from receiving the respective notice of the Company. In addition, the party in breach shall compensate the Company for any damage caused by the breach to the extent that the contractual penalty does not cover damage that has been caused.

10. FORCE MAJEURE

1. The parties are released from liability for failure to perform or correctly perform the obligations arising from the sales agreement, if such failure was caused by circumstances (i) which are beyond the control of the party and which the party was unable to avoid and (ii) which render the performance or correct performance of the sales agreement impossible: war, acts of terror, riots, strikes, lockouts and other collective disputes, natural calamities, fires, sabotage, plant failure, accidents or other random incidents causing chemical or radioactive contamination or poisoning of people, real estate or movables and failures of the infrastructure used to transport the Product. An act of state or municipal authorities, which prevents the Company from fulfilling its obligations, shall also be deemed to constitute a force majeure circumstance for the purpose of the sales agreement.
2. The party, whose activity in the performance of the obligations under the sales agreement is prevented by a force majeure circumstance, shall notify the other party thereof within 3 days of

the circumstances preventing due performance of obligations under the sales agreement; notification of the end of the force majeure circumstance shall be sent within 3 days to the other party. If a party fails to comply with these notification requirements, the party cannot rely on the force majeure circumstance.

3. The force majeure circumstance shall not release the parties from the obligation to take all possible measures to prevent and/or minimise damage caused by failure to perform or correctly perform the sales agreement.

11. CONFIDENTIALITY OBLIGATIONS

1. Neither of the parties shall disclose to any third party any confidential information of the other party which becomes known to either party in connection with the sales agreement and agrees not to use such confidential information for purposes other than those of the sales agreement. Confidential Information shall mean the know-how, trade and business secrets, financial information, technical information, discount and pricing policies, statistical information and analyses related to the business activities of either of the parties. Any kind of information that is not named here and is not public and that can be deemed to be related to the business activities of the parties shall be considered confidential information and cannot be made available to any third party without the written consent of the party to whom the information pertains. This prohibition shall not apply in case the party has the obligation to disclose confidential information under the law or in case the party needs to disclose confidential information to its professional advisers.
2. The provisions of this clause shall be applicable during the effective period of the sales agreement and shall remain effective for an unspecified term thereafter.

12. GOVERNING LAW AND SETTLEMENT OF DISPUTES

1. The Terms and Conditions and the sales agreement are governed by and shall be construed in accordance with Estonian law. The provisions of the Vienna Sales Convention, or provisions of any other (future) international regulation on the international sale of goods, shall not apply to the relationship of the parties.
2. All disputes of the parties arising from the application of the Terms and Conditions and performance of the sales agreement shall be settled by way of negotiations. If the parties fail to find an amicable solution, the exclusive forum for settlement of disputes between the parties shall be the courts of the Republic of Estonia.

13. NOTICES

1. All correspondence of the parties shall be in English.
2. Any notice, request or other communication given or made under the sales agreement or the Terms and Conditions shall have to be in writing or in a format, which can be reproduced in writing, and signed by the submitting party.

14. MISCELLANEOUS

1. Any amendment to the sales agreement of the parties must be in writing or in a format, which can be reproduced in writing, and signed by the parties.
2. No delay in performance of any right or obligation constitutes a waiver of that right or obligation nor does the separate or partial performance of any right preclude the further performance of that right or performance of any other right or obligation.
3. Each party shall bear its own costs in connection with the negotiations, preparation, entry into

and performance of the sales agreement.