

# GENERAL TERMS AND CONDITIONS OF SELLING PRODUCTS AND SERVICES AT AUTOMATIKOS SISTEMOS UAB

## CONCEPTS:

**Seller** — closed joint stock company **AUTOMATIKOS SISTEMOS UAB**.

**Buyer** — any natural or legal person, purchasing or intending to purchase the goods or services, offered by the Seller.

**Parties** — the **Seller** and the **Buyer** together.

The terms and conditions of the commercial offer (hereinafter — **Commercial Offer**), including these general terms and conditions for sales and purchases (hereinafter — **Sales Conditions**), apply to all sales (hereinafter — the **Commodities**), conducted by **AUTOMATIKOS SISTEMOS UAB** (the **Seller**), unless the **Parties** agree otherwise in writing.

In case of a conflict between the **Commercial offer** and the **Sales conditions**, the provisions of the Commercial offer will prevail.

## 1. APPROVAL OF THE INDICATED SALES CONDITIONS

The provision and acceptance of the Commercial offer is regarded as an agreement between the parties. The Buyer (i.e. a natural or legal person, purchasing or intending to purchase the Commodities from the Seller) obligates to keep to the terms and conditions of the Commercial offer, including these Sales conditions, no later than before the approval of the Commercial offer. Any changes and / or additions to the terms and conditions of the Commercial offer, including these Sales conditions, will be regarded as valid only if the Parties agree on them in writing.

## 2. THE OBJECT

The Seller obligates to transfer the Commodities, indicated in the Commercial offer, to the Buyer and the Buyer obligates to accept them and pay for them.

Titles, amounts, assortment and price of the Commodities are indicated in the Commercial offer.

## 3. TERMS OF PAYMENT

The Payment for the Commodities is conducted in Euro.

Full payment for the Commodities supplied must be made no later than in 30 (thirty) calendar days from the issue of the VAT Invoice. The payment is regarded as made, when the money is credited to the Seller's bank account.

The Seller retains the ownership of the Commodities until full payment, however, the risk of accidental loss or damage, falls on the Buyer as soon as the Commodities are transferred to the Buyer, thus making the Buyer responsible for the loss, lack or damage of the Commodities in all cases, including Force Majeure.

If in case of the changes in the legislation, the value added taxes have increased, were determined or other taxes or payments have increased, applied to the Commodities, the price of the Commodities will be recalculated according to the price at the moment of making an order / entering into a contract by adding the amount, which resulted from the increased or applied taxes or other payments.

#### **4. DELIVERY TERMS**

The delivery term is indicated in the Commercial offer or is agreed upon by the parties separately. Delivery address — the Buyer's address, indicated in the Commercial offer, unless the Buyer indicates differently in writing.

The Buyer obligates to immediately accept the delivered Goods, otherwise the Seller has a right to demand the Buyer to compensate the transportation, downtime and storage costs.

The Buyer must check the quantity and quality of the commodities at the moment of accepting the Commodities. The Buyer's claims regarding any obvious shortcomings of the Commodities must be made at the moment of accepting the Commodities. The Buyer's claims regarding any hidden shortcomings of the Commodities must be made no later than in 10 (ten) calendar days from the day of accepting the Commodities by providing the Seller with a motivated claim in writing.

In case there are defects of the Commodities detected, Buyer's or the Seller's fault, the Parties will sign a Reclamation act and the Commodities will be replaced with appropriate Commodities. The Buyer does not have a right to return or replace the Commodities, except for the case, described in this clause — returning defective Commodities.

The Seller gives a 12 (twelve) months warranty after signing the act of the recognition of the devices as suitable for use, but not longer than for 18 months since the Commodities were shipped from the factory.

The Parties agree that a warranty malfunction refers to badly-functioning devices, supplied by the Seller.

The Seller is not responsible and a warranty will not apply to the natural wear and tear, also defects or deterioration of product quality, resulting from the impact of natural elements, or the actions of the staff of the Buyer or the third parties, inappropriate transportation, storage and use of the Commodities, or causing deterioration of the Commodities in other ways.

After-sales service (when the malfunction was caused by the Buyer or the third parties) may be discussed separately upon a separate agreement of the Parties.

#### **5. PARTIES' RESPONSIBILITY**

In case of failure to pay for the Commodities, the Buyer will pay a 0.02% interest of the amount due for the Commodities for each day of delay. The interest shall be calculated for the entire period until the final settlement with the Seller.

In case the Seller violates the terms of delivery, upon the Buyer's request, the Seller will pay a 0.02% interest of the price of the Commodities that were not delivered on time for each day of delay, except if the Seller provides the Buyer with objective reasons (or circumstances beyond the Seller's control) for the failure to deliver the Commodities on time.

In case of refusal to purchase the Commodities after submitting the order, the Buyer pays to the Seller a fine, which is equal to 80 % of the total contract price. In case of refusal to purchase the Commodities that were already produced, the Buyer pays the Seller a fine, which is equal to 100% of the total contract price.

The Buyer can change or specify the requirements of the ordered Commodities only before the beginning of the manufacturing process and if the Seller agrees with those changes.

The Seller's liability under this agreement is limited to direct losses of the Buyer, except for cases, when the limitation of the liability is prohibited by the law of the Republic of Lithuania.

## 6. OTHER CONDITIONS

The Parties can terminate this agreement upon fulfilment of their obligations. The agreement may also be unilaterally terminated by any of the parties and without addressing the court by giving a 10 (ten) days' notice to the other Party, if the Party made a substantial breach of the agreement and failed to correct mentioned breach in 15 (fifteen) days since the demand of the other Party, or if the other Party is subjected to bankruptcy proceedings or became insolvent.

The termination of the agreement does not release the Parties from full settlement or covering the damages. The Agreement can be amended or supplemented by a written agreement of both of the Parties.

The parties are exempt from liability for failure to comply with this agreement if they prove that the agreement was not implemented due to circumstances beyond their control or reasonably predict at the time of signing the Agreement, and that they could not prevent these circumstances and their outcome. Such circumstances do not include a lack of financial resources.

The Parties agree to keep all the information, related to this agreement, confidential.

This Agreement is governed by the law of the Republic of Lithuania. Disputes and disagreements between the Parties will be solved by negotiations. In case of failure to find an agreement, the Parties will settle the disagreement at the court of the Republic of Lithuania, based on the Seller's location.

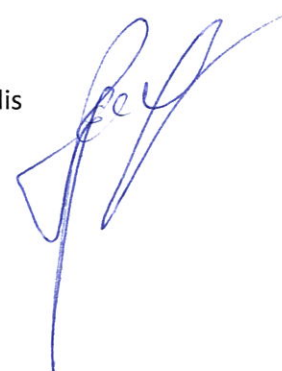
The General Terms and Conditions for Sales and Purchases come into force as of 8 February 2017.

A web link to the General Terms and Conditions is provided in all Commercial offers.

CEO



Gytis Preidis

A handwritten signature in blue ink, appearing to be "Gytis Preidis".

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