



## **PileCrittter General Terms and Conditions Regarding the sale of goods, payment and delivery of goods to the buyer**

**Version 1.2**

**Date: 28.12.2023**

### **1. Scope and general conditions**

- 1.1. These Terms and Conditions apply to all PileCrittter offers and order confirmations, and all contracts between PileCrittter and the Buyer, as well as to all obligations of any kind, in particular regarding the sale of goods, the delivery of goods, the provision of services and/or the sale, delivery of products related to pile drilling and liability for the goods sold (hereinafter collectively, the "Goods").
- 1.2. Deviations from these General Terms and Conditions are valid only if an explicit agreement has been reached in writing between PileCrittter and the Buyer on the non-application (limited application) of these Terms and Conditions and other superseding provisions.
- 1.3. The applicability of any general terms and conditions of purchase or other general terms and conditions used by the other party (Buyer) is hereby expressly rejected, unless specifically confirmed in writing by PileCrittter.
- 1.4. PileCrittter offers its products (goods) and services only to professional users who are not consumers. By ordering goods or services from PileCrittter, the Buyer confirms that he is purchasing PileCrittter's goods and/or services for professional use, that he is not considered a consumer and expressly waives the application of consumer law, unless the contrary is clear from the written transaction between the parties. If the Buyer purchases goods or services as a consumer, PileCrittter must be informed of this prior to ordering.
- 1.5. PileCrittter offers delivery within Europe, excluding Russia and Belarus. The sale and/or delivery of goods to other territories is possible if specifically agreed with PileCrittter in advance.

### **2. Terms used**

- 2.1. For the purposes of these Terms and Conditions, the following terms and definitions shall apply:
  - 2.1.1. PileCrittter - Limited Liability Company "PileCrittter", registered in the Republic of Latvia under the Unified Registration No. 40203450762, registered office at 29 - 7 Silmaļu Street, Salaspils, Salaspils District, LV-2121, e-mail: info@pilecrittter.com.
  - 2.1.2. Buyer - any natural or legal person or entity who receives an offer from PileCrittter for the sale or delivery of goods and/or (other) services and relating to screw pile drilling and other equipment and/or who places or confirms an order, enters into a contract with PileCrittter for the above, whether by exchange of paper documents, email notifications or via the PileCrittter website.
  - 2.1.3. Terms and Conditions - these general terms and conditions of the transaction regarding the sale, payment and delivery of the Goods to the Buyer.
- 2.2. In these Terms and Conditions, "in writing" means by letter or by electronic means (email).

### **3. Offers and estimates**

- 3.1. PileCrittter offers addressed to the Buyer shall expire 30 (thirty) days after the date of the offer, unless a different expiry date is specified in the offer. Offers are valid for the country in which the relevant Buyer is domiciled and/or the Buyer's designated delivery address.
- 3.2. All product offers, general (unaddressed) offers, pricing and promotional material on the PileCrittter website are without obligation. The existence of advertisements, estimates and general offers does not confirm the availability of products and the possibility of sale until the parties have placed an order.
- 3.3. All images and descriptions, drawings, catalogues, brochures, price lists and other information provided with any offer are without obligation. They relate only to general information about the products and/or services to be delivered. PileCrittter reserves the right to make changes to this information.



#### **4. Conclusion of the transaction**

- 4.1. The Buyer sends PileCrittter an enquiry about the goods of interest by e-mail or other means accepted by PileCrittter.
- 4.2. After receiving the order and the information, PileCrittter prepares the offer. The offer is sent to the Buyer, who is obliged to accept it. At the same time, if the Buyer has any objections to the offer, he must notify PileCrittter within 3 (three) working days. If the Buyer fails to notify PileCrittter of its objections within the aforementioned period, it shall be presumed that he has no objections to the offer.
- 4.3. If the Buyer has duly placed the order, PileCrittter may prepare an order confirmation without preparing a separate offer.
- 4.4. The Buyer is obliged to cooperate actively and to provide in good time all the necessary information relating to the necessary goods, their specific characteristics or intended use.
- 4.5. The Contract is concluded when the Buyer accepts PileCrittter's offer, when PileCrittter issues an order confirmation following receipt of the Buyer's order or when PileCrittter receives the advance payment.
- 4.6. In any event, PileCrittter shall have the right to postpone the commencement of the order or to suspend the order until full payment in advance has been received from the Buyer. The advance payment shall be 50% (fifty percent), unless a different advance payment amount results from an invoice issued by PileCrittter or an agreement signed separately by the parties.
- 4.7. In any event, payment of the advance payment shall constitute acceptance by the Buyer of the Offer and of these Terms and Conditions.
- 4.8. Prior communications and correspondence between the Buyer and PileCrittter employees, including oral discussions or emails, shall not be binding on PileCrittter until such terms, conditions and obligations have been included in writing in a confirmed offer from PileCrittter.
- 4.9. Changes or additions to the contract (confirmed offer or mutually accepted order confirmation) shall only be binding on PileCrittter after written confirmation by PileCrittter.
- 4.10. PileCrittter has the right to unilaterally cancel a previously made offer if the Buyer's explicit confirmation is not received or if the necessary clarifying (additional) information is not received. In such case, PileCrittter shall have no negative consequences or liability for non-fulfilment of the order, but shall refund the advance payment received (if any, and if it is not wholly or partly forfeitable, in relation to PileCrittter's expenses in connection with this order or the commenced execution of the order).

#### **5. Transfer and transport of goods**

- 5.1. If the particular order amount exceeds 2000 EUR PileCrittter sells the goods inclusive of delivery costs and delivers the goods to the place specified in the order confirmation. In other cases, additional delivery costs apply. Other delivery terms, place of delivery or transfer shall be deemed to have been agreed if PileCrittter's clear confirmation has been received.
- 5.2. PileCrittter shall notify the Buyer of the delivery status and estimated delivery time of the Goods as indicated by the intended transport company. The Buyer shall be obliged to purchase and accept (including unload) the goods at the time notified by PileCrittter or its designated transport company as the time of delivery of the goods.
- 5.3. If the Buyer refuses to accept the goods, fails or delays to unload the goods or fails to provide information and instructions necessary for unloading or handing over the goods, all costs of downtime or temporary storage of the goods shall be borne and reimbursed by the Buyer. Temporary storage of the Goods after the scheduled delivery date shall be at the Buyer's risk (the Buyer shall also be liable for the risk of accident). In such event, the Buyer shall bear all additional costs, including storage costs, at the rates of PileCrittter or PileCrittter's chosen storage service provider.
- 5.4. Unloading of the Goods at the place of delivery shall be at the Buyer's expense and shall be provided independently by the Buyer.
- 5.5. In the event that the Buyer fails to accept the delivered goods for a prolonged period of more than 3 (three) days, PileCrittter shall be entitled to unilaterally terminate the contract, without prejudice to the right to claim full compensation for the costs incurred and/or any loss or damage suffered. In such case, the advance paid by the Buyer (purchase price or part thereof for the goods) shall not be refunded and shall be retained by PileCrittter.
- 5.6. Upon acceptance of the goods (transfer to the Buyer, to a person designated by the Buyer or to a place of unloading of the goods - e.g. a warehouse), all risk for the preservation of the goods, including the risk of accidents passes to the Buyer. Provisions regarding the transfer of risk shall also apply in the case of partial deliveries to the part of the order actually delivered.



- 5.7. In the normal case, the moment of acceptance of the goods is deemed to be the signing of the transport accompanying documents by the person accepting the goods. The Buyer shall ensure that the transport accompanying documents are signed at the place of delivery by persons authorised to do so and PileCrittter shall be entitled to rely that the persons at the place of delivery are authorised to accept the goods on behalf of the Buyer.
- 5.8. If the parties have agreed on other delivery terms when confirming the order, the Buyer shall be obliged to purchase and accept the Goods when they are delivered, in accordance with the confirmed order and as set out in these Terms and Conditions.
- 5.9. PileCrittter is obliged to comply with foreign regulations regarding packaging, weighing and customs only if the Buyer has provided PileCrittter with detailed information in good time. Additional costs resulting from additional requirements shall be borne by the Buyer.
- 5.10. Delivery times are forecasts made taking into account the information available to PileCrittter as the seller about the availability of the goods and possible delivery times. The estimated delivery time shall start to run from the last day on which these conditions are met:
  - 5.10.1. on the day the contract is concluded (confirmed offer or mutually confirmed order);
  - 5.10.2. on the day PileCrittter receives the necessary information (specifications, etc.) required for the sale of the goods;
  - 5.10.3. on the day PileCrittter receives the advance payment in full.
- 5.11. PileCrittter shall not be deemed to be in delay if the delivery time is exceeded until the Buyer has given written notice of PileCrittter's delay, PileCrittter has been given sufficient time to perform and PileCrittter continues to delay performance without reasonable excuse.
- 5.12. If the delay in delivery is due to delays by suppliers or transport service providers, or due to other circumstances beyond PileCrittter's direct control, the delivery time will be extended as necessary without PileCrittter being liable for delay or damages.
- 5.13. The Parties acknowledge that PileCrittter does not provide goods transportation services itself and that these are provided by independent external providers. PileCrittter is not responsible for the performance of these external service providers. The Buyer may specify its preferred freight forwarder when placing an order. Delivery times may vary due to delays or faster delivery by companies in the supply chain.
- 5.14. The Buyer shall not be entitled to refuse acceptance of the Goods or acceptance of delivery on the grounds of a minor deviation or quantity variation, notwithstanding any other rights of the Buyer under these Terms and Conditions.
- 5.15. The Buyer shall independently secure all necessary authorisations to export, import, transport and use the Goods, including by providing truthful information to the authorities and persons concerned about the purchase transaction and the intended use of the Goods. The Buyer shall inform PileCrittter in advance if the receipt or necessity of such authorisations may affect the purchase or acceptance of the goods.
- 5.16. The Buyer shall cooperate and provide all information necessary for the completion of customs formalities, if such formalities are required for the delivery of the Goods.
- 5.17. Without prejudice to any other terms and conditions relating to the extension of delivery time of the goods, such time shall be extended by the period of time which PileCrittter incurs as a result of the Buyer's failure to fulfil its obligations, or the Buyer's cooperation (including the receipt of information, confirmations, approvals or clarifications) in relation to the execution of the order will be needed, until such cooperation is received in full from the Buyer.
- 5.18. The Buyer shall be entitled to terminate the Contract only if the notified or extended delivery time is exceeded (missed) by more than 8 (eight) weeks, except in cases of delay caused by force majeure or the Buyer's own delay. However, the Buyer shall not be entitled to penalties or compensation for damages upon termination of the Contract.
- 5.19. Exceeding the delivery time, for whatever reason, shall not entitle the Buyer to perform the Contract itself or by commissioning a third party, without PileCrittter or without the approval of a court of competent jurisdiction.
- 5.20. The transfer or delivery of parts shall be permitted and shall not be refused or unaccepted by the Buyer. The associated additional transport costs (if delivery is agreed) shall be PileCrittter's costs unless delivery of the Parts is not at the Buyer's request or is not provided for in a confirmed order.
- 5.21. PileCrittter products are packaged according to normal transport requirements and commercial practices. Any additional or special packaging must be requested and provided by the Buyer or, if agreed in advance, may be provided by PileCrittter at the Buyer's expense.
- 5.22. PileCrittter will not accept unsolicited returns unless PileCrittter has given its clear prior written consent. The return of the Goods shall be at the Buyer's expense and risk.



5.23. The penalty for delay in delivery replaces any right to reparation and compensation for damages is included in the penalty. Such penalty shall not exceed 0,25% of the part of the order delayed for each full week of delay, up to a total of 5% of the price of the part of the order delayed. Such penalty shall not be payable if the delay in delivery is the result of force majeure or if the delivery period originally scheduled has been extended in accordance with these Terms and Conditions.

## **6. Payment procedure**

- 6.1. Upon acceptance of the offer, the Buyer shall pay the advance. The amount of the advance payment shall be 50% (fifty percent) of the total value of the order, unless PileCrittter has specified a different amount in writing in the offer.
- 6.2. The Buyer shall pay the remaining amount to PileCrittter no later than 14 (fourteen) days after delivery, unless PileCrittter has specified a different payment term for the remaining sum in writing in the offer.
- 6.3. Unless otherwise stated in writing or on the invoice issued, any payments based on the invoice must be made within 14 (fourteen) days of the date of the invoice to PileCrittter's bank account. The date of payment shall be the date on which PileCrittter's bank account is credited.
- 6.4. In case of doubt, the Buyer shall check with PileCrittter that the payment details on the invoice are correct.
- 6.5. In the event of a transfer or delivery of parts, PileCrittter shall be entitled to invoice separately for the transfer or delivery of each part. PileCrittter shall be entitled to demand payment for the delivery of a part before the delivery of the remainder.
- 6.6. If the Buyer fails to fulfil its payment obligations in due time and the delay exceeds 30 (thirty) days, PileCrittter shall be entitled to terminate the contract by unilateral cancellation of the confirmed order, without prejudice to PileCrittter's right to compensation.
- 6.7. PileCrittter prices are quoted and payment is to be made in Euro (EUR) unless there is an explicit indication to use another currency.
- 6.8. If PileCrittter and the Buyer have agreed on a price in a currency other than Euro (EUR), the exchange rate quoted by PileCrittter's bank on the date of order confirmation shall apply.
- 6.9. Value Added Tax (VAT) is payable on top of the prices quoted at the applicable rate.
  - 6.9.1. For deliveries within the European Union, the Buyer shall, in good time before the order is confirmed, provide full registration details (name, registration number, address) and its VAT registration number, as well as proof of VAT registration (certificate) to prove that the VAT is not applicable. If the delivery is not organised by PileCrittter, the Buyer is obliged to provide PileCrittter, immediately upon acceptance of the goods from PileCrittter, with a transport document confirming the export of the goods from the Republic of Latvia. In case of incomplete information, failure to submit documents in time or in case of uncertainty, PileCrittter shall be entitled to charge VAT.
  - 6.9.2. For sales where the Buyer purchases the goods outside the European Union, the Buyer shall provide PileCrittter with the Buyer's full registration details (name, registration number, address), its VAT registration number, proof of VAT registration (certificate) and the intended country of destination of the goods before the order is confirmed. For sales (including deliveries) outside the European Union, PileCrittter shall have the right to subsequently calculate and charge the Buyer the amount of the statutory tax if the Buyer has organised the transport of the goods itself and fails to provide PileCrittter with proper proof of export (appropriate customs declaration and transport documents) in due time, but no later than within one month.
- 6.10. PileCrittter shall include in its offer all taxes, duties and charges related to customs clearance and services required for customs clearance for the import and purchase of goods for delivery in the EEA and the UK. The Parties may agree separately on the deliveries, duties, taxes and other payments in connection with deliveries to other countries. Delivery costs (including taxes, duties and charges relating to customs clearance) not included in PileCrittter shall be borne by the Buyer.
- 6.11. The display of prices (including on the website, in communication, in advertising leaflets) is always without obligation and is based solely on the prices applicable at the time. The prices quoted cannot be relied on by other parties in legal proceedings, nor shall they be relied on until both parties have confirmed the order.
- 6.12. If one or more of the cost-determining factors increase after the conclusion of the contract but before the goods are handed over (or delivered), for example but not limited to increases in duties and/or taxes, wages, manufacturer/supplier prices, transport prices, VAT or currency



fluctuations - even if this is due to foreseeable circumstances - PileCrittter is entitled to unilaterally increase the agreed price accordingly.

- 6.13. Prices and product availability listed on the PileCrittter website and offers may be subject to clerical, calculation or programming errors. For these reasons, it is essential to mutually agree and confirm the offer.
- 6.14. The return of used packaging, if agreed in writing, is not included in the price and will be charged separately to the extent not required by mandatory legal provisions.

## **7. Inspection and conformity of goods**

- 7.1. The Buyer checks the goods received and their functioning within 5 (five) working days after acceptance (delivery). If this period has elapsed and the Buyer has not submitted to PileCrittter a written claim with justified complaints, the goods shall be deemed to have been received and accepted in good condition and in conformity with the order and the contract.
- 7.2. If the goods are defective in a way that does not affect or hardly affects their intended use, the goods shall be deemed to have been accepted notwithstanding such defects, provided that the defects do not prevent normal use. PileCrittter will remedy such defects as soon as possible.
- 7.3. Without prejudice to PileCrittter's obligation to comply with its warranty obligations within the time limits set out in Annex 1, acceptance of the Goods under this Section shall exclude any claim or demand by the Buyer as to the conformity of the Goods or breach of PileCrittter's obligations.
- 7.4. PileCrittter may also sell goods that are not certified for use at the relevant market, therefore, unless PileCrittter's separate statement for a particular product indicates otherwise, it cannot be tacitly assumed that the product is certified or conformity marked and the Buyer assumes the necessary certification and proof of conformity, if any, for the operation of the product.

## **8. Preservation and transfer of property rights**

- 8.1. PileCrittter shall retain property rights to all goods sold or delivered by PileCrittter to the Buyer until the Buyer has paid in full for the goods and has fulfilled all its payment obligations under these Terms and Conditions and until the Buyer has satisfied PileCrittter's claims for performance of such obligations.
- 8.2. Until the Buyer has acquired property rights to the Goods, the Buyer may not pledge, alienate, encumber with other property rights or obligations, or transfer to third parties for use or possession.
- 8.3. In the event that the Buyer has not fulfilled all payment obligations but the goods have already been delivered to it and a petition (or proceedings) is filed for the insolvency, bankruptcy, liquidation or legal protection of the Buyer or the goods are transferred or taken over by a third party, PileCrittter shall have the right (but not the obligation) to take back the delivered (transferred) but not yet paid for goods which are the property of PileCrittter without notice or judicial interference.
- 8.4. In the event that the Buyer has not fulfilled all payment obligations but the goods have already been delivered to him and PileCrittter has given prior notice to that effect, PileCrittter shall have the right (but not the obligation) to take back the delivered (transferred) but not yet paid for goods, which are the property of PileCrittter, without judicial intervention. The Buyer shall be obliged to return such goods to PileCrittter.
- 8.5. The Buyer is obliged to inform in a timely manner all parties involved, including the insolvency administrator, bailiff, liquidator, trustee, other creditors or third parties, if the goods in the Buyer's possession are the property of PileCrittter.

## **9. Payment default**

- 9.1. In addition to the cases provided for by applicable law, it is considered that the Buyer have not fulfilled and/or will not fulfill its obligations if:
  - 9.1.1. The Buyer is insolvent or in liquidation;
  - 9.1.2. The Buyer's business activities are suspended, interrupted or terminated;
  - 9.1.3. The Buyer applies for legal protection or other equivalent interim measure, which may lead to suspension of payment or recovery;
  - 9.1.4. Any lawful securing of claims or attachment of the Buyer's property by a third party.
- 9.2. For each day of delay in payment, the Buyer shall pay to PileCrittter contractual default interest of 0.1% (one tenth of one percent) per day on the unpaid amount.
- 9.3. Any payments made by the Buyer shall be credited first to interest and disbursements and only then to the principal amount of the invoice.



- 9.4. If the Buyer disagrees with an invoice sent by PileCrittter or has other objections, the Buyer shall notify PileCrittter in writing within 5 (five) days of the date of the invoice, stating the grounds for the objection. In the absence of such objection, the Buyer shall be deemed to have accepted the invoice.
- 9.5. Clearing against any monetary claims of the Buyer for the amount invoiced by PileCrittter is only possible with the separate consent of PileCrittter.
- 9.6. PileCrittter shall have the right to require full prepayment or security by including this condition in an offer to be mutually agreed between the Parties.
- 9.7. If this security or prepayment is not provided in accordance with PileCrittter's requirements, PileCrittter shall be entitled to suspend performance of the contract and the order and to terminate the contract unilaterally by cancelling the confirmed order. In this case, PileCrittter's right to receive payment or compensation for the work performed and to damages shall not be diminished.

## **10. Additional provisions**

- 10.1. The Parties are duly informed and do not object to the processing of personal data for the purposes of the performance of the contract, including for the purpose of ensuring the recording of the transaction, making transfers, requesting fulfillment of obligations and protecting their interests during the limitation period. As the Parties are economic operators (professional user and seller), the purpose of the processing of personal data relates to the processing of data of economic operators (including the processing of data of board members and representatives of legal persons).
- 10.2. The Parties shall ensure that all their employees and any person processing personal data in the performance of the contract undertakes to respect the confidentiality of personal data, which shall remain in perpetuity.
- 10.3. The Parties confirm that each will comply at all times with the rules applicable to them for the protection of personal data, including by implementing adequate technical and organisational measures to protect personal data.
- 10.4. PileCrittter shall be entitled not to proceed or not to continue with the execution of the order (including by unilateral cancellation of the order) or to proceed with the execution of the order under different conditions or general product specification if it turns out that the data or information provided by the Buyer and which is important for the execution of the order or agreement is incorrect and/or incomplete or in case the Buyer fails to provide additional clarifying information in a timely manner.
- 10.5. If the Goods are moved to or used in a country or territory other than the original territory where PileCrittter sold them, the Buyer and the subsequent owners of the Goods are responsible for compliance of such action with the patents, designs and other intellectual and industrial property rights of others in force in that country or territory.
- 10.6. The Buyer is obliged to comply with the technical and usage information (including instructions and directions for use) provided by the manufacturer of the product and/or on PileCrittter's website and/or provided by PileCrittter to the Buyer together with the offer or when fulfilling the order.

## **11. Warranty**

- 11.1. Without prejudice to its statutory liability, PileCrittter warrants the goods (products) sold by it to the extent specified for the particular product in Annex 1 to these General Terms and Conditions or in the PileCrittter offer. If the warranty is not specified in Annex 1 or in PileCrittter's offer, this means that the amount and duration of the warranty has not been granted for the goods sold. The warranty period shall run from the date on which the goods are ready for delivery to the Buyer. Warranty, unless otherwise stated, means that the goods will be free from defects in materials or manufacturing defects which would render them unfit for their intended purpose.
- 11.2. Minor deviations from the original condition of the goods do not entitle as to the repair or replacement of the goods.
- 11.3. In the event of a warranty claim, PileCrittter may, at its sole discretion, repair the defect or replace the delivered product free of charge.
- 11.4. The Buyer shall bear all transport costs for sending the goods to PileCrittter for inspection and warranty repair, as well as transport costs to the Buyer after warranty repair or inspection.
- 11.5. No warranty or other liability of PileCrittter shall apply to defects or non-conformities arising in whole or in part out of or caused by:



- 11.5.1. failure to comply with the manufacturer's operating instructions or technical specifications;
  - 11.5.2. use of the product other than its normal intended use or misuse;
  - 11.5.3. wear and normal deterioration;
  - 11.5.4. third party repair, alteration or modification of the goods;
- 11.6. Complaints about immediately detected defects must be submitted in writing as soon as possible after their discovery. The Buyer shall promptly deliver to PileCrittter the goods for which the Buyer has made a complaint.

## **12. Liability and its limits**

- 12.1. PileCrittter shall not be liable for any failure to perform its obligations if caused by circumstances beyond PileCrittter's reasonable control (force majeure), including but not limited to natural disasters, accidents, epidemics, war, threat of war, war-like conditions, insurrection, threat of civil war, riot, military or civil subversion, blockade, embargo, lockout, employee strike, fire, flood, hurricane or other storm, earthquake, landslide, lightning, failure of suppliers to perform their obligations, failure of carriers to perform their obligations, general shortage of working materials, serious transport accidents, as well as regulations, laws, orders, decisions and other regulatory enactments issued by public authorities, administrative and municipal bodies.
- 12.2. PileCrittter disclaims any liability arising out of the pre-contractual relationship or the Buyer's alleged reliance on particular prices, availability or delivery times. PileCrittter's obligations with respect to the availability and pricing of specific goods arise only from a mutually confirmed and non-cancelled order.
- 12.3. PileCrittter accepts no additional liability for its obligations, except as provided in the applicable warranty terms, including the exclusion of liability for damages other than those arising from the goods themselves.
- 12.4. PileCrittter shall only be liable under the Terms and Conditions if the damage arises from a failure to fulfil its obligations for the following reasons: intention and gross negligence of PileCrittter; culpable damage to life or health; defects which are deliberately concealed or where PileCrittter expressly warranted that no such defect existed; arising from liability for goods under warranty; where PileCrittter's liability is based on mandatory provisions of law.
- 12.5. PileCrittter's liability for indirect and incidental loss or damage, non-essential loss or damage, business interruption damages, lost profits, environmental damage, loss or damage arising from liability to third parties (including delay or impossibility of performance of other contracts) is excluded.
- 12.6. If, notwithstanding the Terms and Conditions, PileCrittter has any liability for any reason, such liability shall be limited to (1) the damages normally provided for in the contract and (2) an amount equal to the net invoice value of the products concerned, provided that PileCrittter shall only be liable to the extent equal to the invoice value of each offer (whichever is the lesser). A single event/claim shall be deemed to be multiple related events resulting in loss or damage.
- 12.7. Any claims must be submitted to PileCrittter no later than 1 (one) year from the date of acceptance of the goods, unless a longer limitation period is provided for by mandatory legal provisions.

## **13. Suspension and termination of orders**

- 13.1. If the Buyer fails to perform, performs improperly or not in a timely manner its obligations under the contracts, the confirmed order or the Terms and Conditions; or if there are reasonable grounds to believe that the Buyer is not or will not be able to perform its obligations to PileCrittter; or in case of insolvency, liquidation, suspension of the Buyer's business or bankruptcy; or in the event of deferment or suspension of payment, PileCrittter shall have the unilateral right to suspend performance of any order or terminate the Contract without PileCrittter being obliged to pay any compensation, but without prejudice to any other rights PileCrittter may also have in connection with termination of the Contract.
- 13.2. In the event of termination of the contract or cancellation of the confirmed order due to the fault or act (omission) of the Buyer, PileCrittter shall retain the advance paid (purchase price or part thereof) and may claim from the Buyer reimbursement for goods already purchased or ordered by the manufacturers, PileCrittter's expenses for storage of the goods (parts thereof) or execution of orders (if the retained advance does not cover these amounts). Such payments shall not, however, create Buyer's title to the goods or parts thereof.



13.3. The Buyer shall not have the right to unilaterally cancel a confirmed order. If the Buyer nevertheless cancels a confirmed order in whole or in part for any reason, the Buyer shall reimburse PileCrittter for all costs reasonably incurred in fulfilling the order, without prejudice to PileCrittter's right to claim performance of the Buyer's obligations and/or compensation for damages.

#### **14. Final provisions**

- 14.1. The Buyer shall ensure that the funds used for payment are legal. The Buyer shall be liable for damages and consequences if the funds used for payment are frozen, confiscated or declared to be the proceeds of crime. If PileCrittter credit institution requests additional information in relation to anti-money laundering and anti-proliferation financing regulations or international or national sanctions compliance requirements, the Parties shall cooperate and promptly provide PileCrittter credit institution with all necessary information.
- 14.2. PileCrittter shall have the right to terminate this Contract or not to continue its performance if such necessity arises from national or international sanctions that have been imposed against the parties involved and which are binding on the Republic of Latvia.
- 14.3. By placing an order, the Buyer confirms that the order will not violate any applicable national or international sanctions and the Buyer is entitled to purchase the goods ordered.
- 14.4. PileCrittter shall be entitled to request, and the Buyer undertakes to provide, promptly upon PileCrittter's request, the information and documents requested by PileCrittter which are necessary for the performance of the Buyer's orders and/or for the performance of PileCrittter's obligations imposed by laws and regulations, including but not limited to information and documents necessary for the Buyer's research.
- 14.5. In the event of resale of the Goods, the Buyer shall be fully responsible for any third party's non-compliance with applicable law, including to ensure that the Buyer's actions do not violate international sanctions.
- 14.6. Any information received by the Buyer from PileCrittter, other than generally available information, including information made public by PileCrittter or the product manufacturer, which relates to the activities of the Parties and affects their interests, shall be considered confidential. Exceptions to confidentiality are where a Party discloses information to its consultants, the information is disclosed to the credit institutions involved, or the Parties use the information in litigation or enforcement proceedings to protect their interests, or where disclosure is required by applicable law.
- 14.7. Unless otherwise agreed by the parties, PileCrittter may disclose the fact of cooperation between the parties and the sale (use) of PileCrittter products for advertising or publicity purposes.
- 14.8. PileCrittter has the right to unilaterally amend these Terms and Conditions by posting a notice on PileCrittter's website 5 (five) calendar days before the amendment (the new version of the Terms and Conditions) comes into effect (unless PileCrittter has specified a different effective date). In any event, the amendments to the Terms and Conditions (as amended) shall apply and be binding in respect of all contracts, order confirmations made after the amendments to the Terms and Conditions come into force.
- 14.9. If one or more clauses of these Terms and Conditions are inapplicable or invalid, the validity of the other clauses shall not be affected and the inapplicable or invalid clause shall be replaced by another clause which is as consistent as possible with the intention of the Parties, to the extent permitted by applicable law, with the regulation which was contained in the replaced clause.
- 14.10. The Buyer is responsible for ensuring that persons acting on its behalf and/or conducting correspondence from the Buyer's domain email are entitled to make binding representations, orders, instructions and confirmations to the Buyer. PileCrittter shall be entitled to rely on such communications as binding on the Buyer.
- 14.11. To the extent that these Terms and Conditions are also written in a language other than English, the text of these Terms and Conditions in English shall always prevail in the event of any differences or questions of interpretation of the clauses .

#### **15. Applicable law and dispute settlement procedures**

- 15.1. The Parties will endeavour to resolve any disagreements through negotiation.
- 15.2. All relations between PileCrittter and the Buyer, purchase and supply contracts, orders and confirmations thereof, as well as agreements to which these Terms and Conditions apply in whole or in part, shall be concluded and negotiated in accordance with the laws of the Republic





of Latvia. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG or Vienna Convention) is not excluded.

- 15.3. The place of registration of PileCriter in the Republic of Latvia shall be deemed to be the place of performance of the Agreement and PileCriter's obligations.
- 15.4. Any disputes arising out of the relationship between PileCriter and the Buyer (including disputes relating to purchase and supply agreements, orders and their confirmations, the parties' mutual liability and liability for goods sold) shall be subject to in a court of general jurisdiction of the Republic of Latvia, at PileCriter's registered office.
- 15.5. Further to Clause 15.4 of these Terms and Conditions, PileCriter shall also be entitled, at its option, to institute any legal proceedings and disputes before any court of the Buyer's jurisdiction, in particular in relation to seeking interim relief and injunctions, the recovery of sums or the enforcement of judgments.

**Annex 1 to the PileCriter General Terms and Conditions, as of 02.10.2023, Version 1.1.**

Standard warranty periods for products (product categories)

EN

1	Drilling tools	From
2	Casings	6 months
3	Pile Braker	6 months
4	Kelly bar	1 year
5	Drilling teeth (drilbits)	From
6	Desander	6 months
7	Bentonite mixer	6 months