

PURCHASE AND SALE CONTRACT GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

1.1. The concepts capitalised in this Contract shall have the meaning specified below, unless expressly stated otherwise in the Contract:

1.1.1. **Contract** – this Purchase and Sale Contract consisting of (a) the General Terms and Conditions, (b) the Special Terms and Conditions and (c) the Personal Data Processing Conditions, which, including all their annexes and supplements, shall constitute an integral and indivisible document and may not be applied and interpreted separately.

1.1.2. **General Terms and Conditions** – the Contract provisions that lay down the General Terms and Conditions of the Contract (accessible by the Buyer on the website <https://juodeliai.com/en/about/for-clients> or can be made available separately at the Buyer's request). In case of any differences between these General Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions shall prevail.

1.1.3. **Special Terms and Conditions or Order** – the Contract provisions that lay down the Special Terms and Conditions of the Contract (including the conditions indicating the type, dimensions, quantity, price of the Goods, the time limits of payment, the delivery conditions of the Goods and the information relating to the sale of the Goods).

1.1.4. **Personal Data Processing Conditions** – the Contract conditions that specify the processing of personal data in accordance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter – the General Data Protection Regulation), the Law on the Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts regulating the processing of personal data.

1.1.5. **Seller** – Uždaroji akcinė bendrovė (private limited liability company) “Juodeliai”, identification number (company code): 165746625, registered office address: Vasario 16-osios st. 4-1, LT-68300 Marijampolė, Lithuania, correspondence address: Gedimino st. 30, LT-68305 Marijampolė, Lithuania, e-mail: juodeliai@juodeliai.lt, website: www.juodeliai.com.

1.1.6. **Buyer** – the legal entity or the natural person who has made this Contract with the Seller and has been indicated in the Order.

1.1.7. **Party** – the Seller or the Buyer.

1.1.8. **Parties** – the Seller and the Buyer.

1.1.9. **Goods** – the timber products of the dimensions and type stated in the Order that the Seller sells, and the Buyer buys under the conditions and procedure set out in the Contract.

2. OBJECT OF THE CONTRACT

2.1. The Seller hereby undertakes to sell to the Buyer the Goods indicated in the Order under the conditions set out herein and the Buyer undertakes to accept the goods under the procedure and within the time limits

set out herein, pay the Price for the Goods as indicated in the Order and carry out other obligations assumed by the Contract.

3. CONTRACT VALIDITY AND APPLICATION OF THE GENERAL TERMS AND CONDITIONS

3.1. The Contract shall come into force as of the moment of its conclusion and shall stay in effect until the Parties fully and appropriately fulfil their obligations under the Contract or until the Contract is terminated.

3.2. It shall be considered that the Contract, including its General Terms and Conditions, has been concluded when both Parties agree on the terms of the Contract in accordance with the procedure set out in Clause 3.3 of the General Terms and Conditions and sign a simple written-form Order, provided that the Buyer submits the Order agreed between the Parties and signed without limitation to the Seller not later than within 7 (seven) calendar days calculated from the date when the Seller submits the Order for the Buyer to sign.

3.3. An Order may be drawn up in a simple written form:

3.3.1. after the Parties sign an Order in writing when both Parties are present at the place of its signing; or

3.3.2. after the Parties exchange identical Orders signed by each of the Parties with their original signatures by registered mail / by courier delivery / by personal delivery with acknowledgement of receipt by signing; or

3.3.3. after the Parties exchange identical digital copies (pdf) of the Order signed in writing by each of the Parties by the e-mail indicated in the Contract.

3.4. It shall be considered that a digital copy of the Order made by the Parties by exchanging by e-mail the identical digital copies (pdf) signed by the Parties in writing (Clause 3.3.3 of the General Terms and Conditions) has the same legal power as the Order made by the Parties by signing it in writing while present at the place of its signing (Clause 3.3.1 of the General Terms and Conditions) or by exchanging identical the Orders signed by each of the Parties with original signatures by registered mail / by courier delivery / by personal delivery with acknowledgement of receipt by signing (Clause 3.3.2 of the General Terms and Conditions).

3.5. It shall be considered that, by making an Order, the Parties also unconditionally and irrevocably agree with the General Terms and Conditions of the Contract that the Parties are not obliged to sign separately.

3.6. Any changes to the Order and to the General Terms and Conditions, if agreed by the Parties, shall be valid only if made in writing under the procedure set out in Clause 3.3 of the General Terms and Conditions.

4. PRICE OF THE GOODS AND PAYMENT PROCEDURE

4.1. The Price of the Goods shall be specified in the Order by agreement of the Parties taking into account all the Contract terms and conditions that the Buyer shall be obliged to consider and considers before the entry into the Contract, including but not limited to the terms and conditions for the supply / delivery of the Goods, the conditions and procedure to submit claims concerning the supply of Goods, the conditions for releasing the Seller from liability.

4.2. The Buyer undertakes to pay the Price for the Goods under the procedure and within the time limits specified in the Order to the Seller's bank account indicated in the Order. The Buyer's obligation to pay for the Goods shall be considered fulfilled after the Price of the Goods has been finally credited into the Seller's bank account.

4.3. If the Seller insures the amounts receivable by the Seller under the Contract with the trade credit insurance company (Clause 8.4 of the General Terms and Conditions) and the trade credit insurance



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company provides the Seller with trade credit insurance only for part of the amount receivable under the Contract (hereinafter – **Trade Credit Limit**), the Buyer undertakes, following the Seller's claim made by e-mail (Clause 13.1 of the General Terms and Conditions), to pay the Seller the part of the Price of the Goods in excess of the Trade Credit Limit immediately in accordance with the procedure provided for in Clause 4.2 of the General Terms and Conditions, but not later than within 3 (three) days from the moment when the Seller makes such a claim to the Buyer by e-mail (Clause 13.1 of the General Terms and Conditions). This obligation of the Buyer to pay the part of the Price of the Goods exceeding the amount of the Trade Credit Limit must be fulfilled regardless of whether the Parties have agreed in the Order regarding the extended payment terms for the Goods (the Seller's claim in this case shall have priority). Until the Buyer duly fulfils this obligation, the Seller shall have the right to suspend fulfilment of all and any of its obligations to the Buyer without any liability (not to produce, load, transfer Goods, etc.) and without giving any separate notice to the Buyer thereof. The Buyer confirms that it is aware and agrees that the amount of the Trade Credit Limit during the term of the Contract may change and assumes all the risks associated with it. For example, if during the term of the Contract the amount of the Trade Credit Limit decreases and the Seller notifies the Buyer by e-mail thereof (Clause 13.1 of the General Terms and Conditions), the Buyer undertakes to pay the part of the Price of the Goods exceeding the amount of the Trade Credit Limit immediately, but no later than within 3 (three) days from the date when the Seller makes such a claim to the Buyer by e-mail .

4.4. Submission of claims against the Seller shall not release the Buyer from the obligation to pay for the Goods in a proper manner and in time according to the procedure and within the time limit provided for in the Contract. The Buyer shall under no circumstances have any right to suspend its obligation to pay the Price of the Goods to the Seller.

4.5. The Buyer shall have no right to any unilateral set-off of the monetary obligations deriving out of or otherwise relating to this Contract, unless the Parties agree otherwise by a separate written agreement under the procedure regulated in Clause 3.3 of the General Terms and Conditions.

4.6. The Seller shall issue invoices and proforma invoices for the Goods in the electronic format (*pdf*) and deliver them to the Buyer by the e-mail address indicated by the Buyer in the Order. The Buyer agrees that written invoices and proforma invoices for the Goods shall not be issued to the Buyer on a letterhead paper. All the Seller's invoices and proforma invoices for the Goods sent to the Buyer's e-mail address shall be considered received by the Buyer on the day of their sending.

5. TERMS AND CONDITIONS FOR THE DELIVERY OF THE GOODS

5.1. Goods shall be supplied / delivered to the Buyer to the address indicated in the Order for the supply / delivery of the Goods or to the place of supply / delivery of the Goods indicated in the Order within the time limits specified in the Order and under other conditions set out in the Contract. The supply and delivery of Goods shall be subject to the *Incoterms (2020)* delivery conditions stated in the Order unless the Order specifies otherwise.

5.2. The term for the supply / delivery of the Goods is defined in the Order as the supply / delivery week. The supply / delivery week means the calendar week (a specific week in a given calendar year) when the supply / delivery of the Goods is planned.

5.3. The Buyer undertakes to accept the Goods supplied / delivered to it by the Seller under the Order and pay to the Seller the Price for the Goods indicated in the Order under the procedure and within the time limits set out in the Contract.

5.4. It shall be considered that the Goods have been supplied / delivered when:



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5.4.1. after the delivery of the Goods by the Seller, the Buyer signs in the consignment note certifying the fact of delivery of the Goods (where Goods are delivered within the territory of the Republic of Lithuania – in the consignment note, and where Goods are delivered in other states – in the CMR consignment note), or

5.4.2. in case the Goods are supplied / delivered under the *Incoterms (2020)*, it shall be considered that the Goods have been supplied / delivered according to the *Incoterms (2020)* stated in the Order after the Goods have been supplied / delivered to the place of their supply / delivery stated in the Order or to the address of supply / delivery of the Goods stated in the Order.

5.5. The Buyer undertakes to ensure that the Goods should be accepted, and the supply / delivery documents of the Goods should be signed by the persons duly authorised by the Buyer and, in case this obligation is not fulfilled or is fulfilled inappropriately, the Buyer shall assume all the resultant risk or any other associated risk. In this connection, the Parties agree that, in case the Seller indicates in an Order the delivery place, which belongs to or the address where another person operates, the indication of this place / address in the Order shall be an adequate Buyer's assurance and warranty to the Seller that the Goods will be accepted, and the delivery documents of the Goods will be signed by the persons duly authorised by the Buyer.

5.6. The moment as of which the risk of accidental loss and damage of the Goods shall pass over to the Buyer shall be defined in accordance with the *Incoterms (2020)* chosen by the Parties in the Order. Where the *Incoterms (2020)* do not apply to the Contract, the risk of accidental loss and damage of the Goods shall pass over to the Buyer from the moment of delivery of the Goods to the Buyer.

5.7. The title to the Goods shall be retained by the Seller until full settlement for the Goods under the Contract or other agreements. Partial payments for the Goods shall not be the basis for the transfer of the title to the Goods.

5.8. After the Seller supplies / delivers the Goods, the Buyer shall check the quantity, assortment and completeness of the Goods, as well as inspect visually whether the Goods meet other requirements specified for them in the Contract and whether there are no other quality defects in the Goods.

6. PROCEDURE FOR SUBMITTING AND HANDLING CLAIMS

6.1. After identifying any deficiencies in the Goods, the Buyer shall:

6.1.1. Where the Goods are delivered by land transport: (i) to inspect the Goods and indicate the deficiencies identified in the Goods in the consignment documents of the Goods (CMR consignment note / consignment note of the Goods) when accepting the Goods and, not later than within 24 hours after completion of the consignment documents by the Seller (in the CMR consignment note / consignment note of the Goods), shall inform the Seller about the deficiencies identified and, (ii) not later than within 5 (five) calendar days after the moment of delivery of the Goods to the Buyer, to submit a claim to the Seller concerning the deficiencies of the Goods under the procedure laid down in Clause 6.2 of the General Terms and Conditions;

6.1.2. Where the Goods are delivered by sea transport: (i) to inspect the Goods and notify the deficiencies identified in the Goods to the Seller in writing not later than within 24 hours after the moment of delivery of the Goods to the delivery place / address of the Goods and, (ii) not later than within 5 (five) calendar days after the moment of delivery of the Goods to the delivery place / address of the Goods, submit a claim to the Seller concerning the deficiencies of the Goods under the procedure laid down in Clause 6.2 of the General Terms and Conditions;



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6.1.3. Where the Goods are supplied to the Buyer without delivery (for example, in the Seller's warehouse), (i) to inspect the Goods and inform the Seller about the deficiencies of the Goods identified in writing not later than until acceptance of the Goods by specifying this information in the consignment documents of the Goods and, (ii) not later than within 5 (five) calendar days as of the moment of supplying the Goods to the Buyer, submit a claim to the Seller concerning the deficiencies identified in the Goods under the procedure set out in Clause 6.2 of the General Terms and Conditions.

6.2. A claim concerning deficiencies of the Goods shall state the Goods delivered, their identification numbers, the date of delivery of the Goods, the deficiencies of the Goods; it shall include attached photographs of the Goods, the land vehicle used to transport the Goods (where the Goods were transported by land transport), other documents supporting the claim and shall indicate other relevant circumstances.

6.3. The Seller shall examine the claim submitted by the Buyer and shall inform the Buyer about the decision within 30 (thirty) calendar days as of the moment of receipt of the claim, unless the Parties agree otherwise.

6.4. The Buyer shall allow the Seller (its representative) to inspect the Goods for which a claim has been submitted, provide all the conditions to find out whether the Buyer's claim is justified and shall provide the Seller (its representatives) with all the information and documents requested by the Seller (its representative). The Seller shall have the right to send its representative(s) for the survey of the Goods and ascertainment of the circumstances who shall verify whether the Buyer's claim is justified.

6.5. If the Buyer's claim is reasoned and the Seller is not released from liability under Clause 7.9 of the General Terms and Conditions, the Buyer shall have the right to request that:

6.5.1. The Seller deliver the missing Goods within the time period agreed by the Parties; or

6.5.2. The Seller replace the defective Goods within Goods of appropriate quality within the time period agreed by the Parties; or

6.5.3. The Buyer be compensated for the direct losses, which have been caused by deficient Goods and have been agreed by the Seller; the losses must be actually sustained and supported by the documents having legal power. The direct losses reimbursable by the Seller under this clause shall not, in any case, exceed 30 (thirty) per cent of the price for the Goods for which a claim is made and which the Seller agrees to compensate.

Other ways of settling the Buyer's claims, other than those referred to in this clause, shall not be allowed. The Seller may not and shall not be subject to any liability other than that stated in this clause. The Buyer's losses other than those referred to in this clause shall not be compensated.

6.6. If the Buyer's claim is unjustified (to its full extent or only in part), the Buyer shall, not later than within 3 (three) working days after the moment of submission of a request by the Seller, compensate all the losses suffered by the Seller as a result of such Buyer's claim (including but not limited to the difference in the price of the sale of Goods to another buyer, losses as a result of worsening of the quality of the Goods, transportation, storage, claim examination and other costs and losses).

7. LIABILITY OF THE PARTIES

7.1. The Buyer shall compensate the Seller for all the losses (including but not limited to the penalties imposed on the Seller, the costs incurred by the Seller, loss of property, income foregone) resultant from improper performance or failure to perform the obligations set out in the Contract. The penalties set in the Contract shall be minimum liquidated losses of the Seller that the Seller is not obliged to prove.



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7.2. At the Seller's request, the Buyer undertakes to pay to the Seller the interest of 0.1 (one tenth) % calculated from the outstanding price of the Goods for each calendar days delayed to pay the price of the Goods.

7.3. If the Buyer does not accept the Goods supplied / delivered to it in time and / or is late to pay the price of the Goods longer than 3 (three) calendar days under the procedure set out in the Contract, that shall be considered a material breach of the Contract. In such a case, the Seller shall have the right to terminate the Contract under the procedure set out in Clause 11.1 of the General Terms and Conditions and resort to other remedies provided for in the Contract and legal acts.

7.4. If the Buyer improperly performs or fails to perform its obligations and / or if the Seller terminates the Contract on the basis of Clauses 11.1 or 11.2.1 of the General Terms and Conditions, the Seller shall have the right to sell the Goods to another buyer by informing the Buyer thereof by e-mail 3 (three) calendar days in advance and the Buyer shall be liable for all the losses suffered by the Seller as a result of such non-performance / improper performance of the Contract / the Contract termination / sale of the Goods to another buyer, including but not limited to the difference in the price of the Goods sold to another buyer, the losses caused by the deterioration in the quality of the Goods, transportation, storage, and other costs and losses.

7.5. If the Buyer fails to accept in time the Goods supplied / delivered to it, the Buyer undertakes to pay, not later than within 3 (three) calendar days after the day of submission of the Seller's request, a penalty to the Seller equal to 50 (fifty) per cent of the price for the Goods stated in the Order, which shall be considered the minimum liquidated losses of the Seller which do not require any proof, as well as compensate for any other losses and expenses not covered by this penalty, including the losses and expenses referred to in Clause 7.4 of the General Terms and Conditions.

7.6. Payment of the penalties under the Contract shall not release the Buyer from the obligation to perform its obligations in a proper manner and shall not restrict the Seller's right to avail itself of other remedies provided for in the Contract or legal acts.

7.7. The Party shall be released from liability for failure to perform the Contract, if it proves that the Contract has not been performed due to the forces beyond its control, which it was unable to foresee reasonably at the time of entry into the Contract and prevent such forces or consequences thereof. *Force majeure* shall be understood as defined in legal acts of the Republic of Lithuania. Unavailability of required financial resources to the Party shall not be considered as *force majeure*.

7.8. The Seller shall in all cases compensate the Buyer only for the direct losses actually incurred by the Buyer as supported by legal documents.

7.9. The Seller shall be released from liability and shall not compensate any losses to the Buyer if at least one of the conditions releasing the Seller from liability exists:

7.9.1. The Buyer made a claim to the Seller disregarding the time-limits and procedure set out in Clause 6.1 of the General Terms and Conditions and / or other requirements.

7.9.2. The Buyer's losses have been caused or increased as a result of actions or omissions of the Buyer (its employees) or other persons involved by the Buyer.

7.9.3. The Buyer has not taken measures to reduce or avoid potential or existing losses.

7.9.4. The Buyer has not complied with the Seller's requirements and / or recommendations concerning the transportation, storage of the Goods, etc.

7.9.5. The Buyer had suffered losses without any fault of the Seller.

7.9.6. The Buyer has incurred losses as a result of suspension or termination of the Contract under the Contract terms and conditions.

7.9.7. In other cases, provided for in the Contract or legal acts of the Republic of Lithuania.

8. REPRESENTATIONS OF THE PARTIES

8.1. By signing this Contract, the Parties confirm that the undersigned representatives of the Parties have all the powers and authority to enter into and sign the Contract as well as to assume obligations on behalf of the Parties under the Contract and that there will not be disputes between the Parties concerning that.

8.2. The Seller represents that the Goods belong to it under ownership right.

8.3. The Buyer represents that it agrees to deliver immediately, but not later than within 3 (three) working days after the day of submission of the Seller's written request to the Buyer, the data requested by the Seller by e-mail in order to assess the risk of the Buyer's solvency and contract performance, including the Buyer's financial accountability documents indicated by the Seller. If the Buyer does not provide the data / documents requested within the time limit set specified herein or if, in the Seller's opinion, it can be presumed from the data / documents provided that the Buyer is insolvent or that there is risk that the Buyer will not fulfil its obligations arising out of or otherwise relating to the Contract, the Seller shall have the right to suspend the performance of its obligations at its own discretion without any liability by informing the Buyer thereabout not later than within 3 (three) working days after the day of suspension of the performance of obligations and / or terminate the Contract under the procedure set out in Clause 11.2 of the General Terms and Conditions. The Seller shall have the right rather than the obligation to undertake the actions referred to in this clause.

8.4. By signing this Contract, the Buyer confirms that it has been duly informed and does not object that amounts receivable by the Seller under the Contract have been or may be unilaterally insured by the Seller in the credit insurance company chosen at its discretion.

9. RIGHTS AND OBLIGATIONS OF THE PARTIES

9.1. For the purposes of assessment of the Buyer's solvency and contract performance risk as well as for debt management purposes, the Seller shall have the right to obtain information / data about the Buyer from the companies providing credit rating services, insurance companies that provide credit insurance services or may provide these persons with the information / data held about the performance or improper performance of the contractual obligations by the Buyer.

9.2. If the Buyer fails to perform its obligations under the Contract in time, the Seller shall have the right to provide the data about the Buyer, Contract, failure to perform the Contract, including but not limited to the debt, to the persons who provide debt management, administration and recovery services and administrate the information system of debtors (e.g., *Creditinfo*, etc.) For Contract performance, debt administration, evidence collection and associated purposes and in such a case, the relevant persons will have the right to process such data and provide them to the third persons who have a legitimate interest.

9.3. The Seller shall have the right to assign its rights, obligations, claims or their part arising out of or otherwise related to the Contract to other persons, including but not limited to the right to debt recovery, obligations concerning the processing (dipping, drying) of the Goods, transportation, storage of the Goods, and a separate written consent of the Buyer shall not be required for that purpose.

9.4. The Buyer shall not be entitled to assign its rights, obligations, claims arising out of or otherwise related to the Contract to other persons without a prior separate written consent of the Seller.

9.5. The Seller shall have the unilateral right, without a separate consent of the Buyer, at any time to use the amounts receivable by the Seller, first of all, to cover the default interest, penalties and interest payable by the Buyer to the Seller, secondly, to cover the Seller's losses related to the Buyer's non-performance or improper performance of the Contract, and thirdly, all other amounts payable by the Buyer to the Seller under the Contract out of the payments (including the price of the Goods) made to the Seller, irrespective of any indication of the purpose of payment stated in the payment order to the Seller.

10. APPLICABLE LAW AND DISPUTE RESOLUTION PROCEDURE

10.1. The law of the Republic of Lithuania shall apply to this Contract and any other matters and relationships arising out of / resulting on the basis of the Contract or otherwise related thereto.

10.2. Disputes arising between the Parties on the basis of or otherwise relating to this Contract shall be solved by mutual negotiations and, in case of failure to negotiate, the dispute shall be resolved under the procedure set out by laws of the Republic of Lithuania at the court of the Republic of Lithuania according to the office address of the Seller.

11. TERMINATION OF THE CONTRACT

11.1. If the Buyer fails to fulfil its contractual obligations or fulfils them improperly and that is a material breach of the Contract, the Seller shall have the right to terminate the Contract unilaterally without prior notice. A breach of the Contract shall be regarded as material if (i) the Parties clearly agree about that in the Contract; or (ii) a breach may be considered as such according to its substance and applicable legal acts.

11.2. The Seller shall also have the right to terminate the Contract unilaterally and without recourse to the court without any liability by notifying the Buyer of the Contract termination in writing (e-mail) 3 (three) calendar days in advance if there is at least one of the circumstances referred to below:

11.2.1. The Buyer does not perform or improperly performs any of its obligations arising out of or otherwise related to the Contract, except in the cases referred to in Clause 11.1 of the General Terms and Conditions.

11.2.3. According to the Seller's knowledge / in its opinion, the Buyer is insolvent.

11.2.4. Insolvency proceedings are initiated against the Buyer in court, out-of-court bankruptcy proceedings or any other equivalent procedure is initiated.

11.2.5. Insolvency proceedings against the Buyer start in court, out-of-court bankruptcy proceedings or an equivalent procedure start against the Buyer.

11.3. The Contract may be terminated by a written agreement of the Parties.

12. CONFIDENTIALITY UNDERTAKINGS

12.1. This Contract, the information relating to the Contract, the Parties and any other information, which has been received or discovered by one of the Parties to the Contract when entering into, performing the Contract or after its expiry, shall be considered confidential information and may not be communication or disclosed to any third persons without the prior written consent of the other Party, except where (a) such information is publicly available, (b) such disclosure is required by laws of the Republic of Lithuania, (c) in the cases referred to in Clause 12.3 of the General Terms and Conditions.

12.2. The Parties undertake to use confidential information only as much as necessary in Contract performance. Failure to comply or improper compliance with the confidentiality undertaking shall be considered a material breach of the Contract.



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12.3. The Seller shall have the right to disclose confidential information to its bodies, to any subsidiary or holding company of the Seller, or to any other associated entity in Lithuania and / or abroad, which controls the Seller either directly or through one or more intermediaries, or is controlled or jointly controlled by the Seller, to the employees of the above-referred entities and its own employees who need such confidential information in order to perform the Contract (including but not limited to carriers, customs agents, industry and craft chambers, banks, institutions carrying out phytosanitary checks of the Goods), or to whom any claim arising out of or relating to the Contract has been transferred, as well as to its legal advisers, financial consultants, audit companies, companies providing credit, civil liability and other insurance services, persons providing credit rating, solvency assessment services, debt management, administration and recovery services who administer the information system of debtors (e.g. *Creditinfo*, etc.).

13. MISCELLANEOUS

13.1. Notifications and other correspondence of the Parties shall be sent by the e-mail indicated in the Contract and / or by registered mail and / or by courier delivery and / or by personal delivery with acknowledgement of receipt by signing.

13.2. The Parties may communicate, exchange information by electronic letters by the e-mail addresses indicated in the Order and / or by the telephone numbers indicated in the Order, however, any relevant information pertaining to this Contract (e.g., concerning changes in office addresses, bank or other personal details, restriction, suspension or cancellation of powers of their managers or other persons authorised to sign documents, concerning a change of the status of the legal entity or in case of other material events which impact or can have an impact on the performance of obligations by the Parties under this Contract in the future, etc.) shall be communicated in the written form and certified by the signature of the manager or any other authorised person of the Party.

13.3. In case the bank particulars change, a confirmation concerning changes of the bank particulars from the person responsible for the Contract (for example, a manager or any other responsible person) shall also be submitted.

13.4. The Contract is made in two counterparts of the same legal power in the English language. Each Party shall hold one counterpart of the Contract.



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PERSONAL DATA PROCESSING CONDITIONS

1. When performing the Contract and processing the personal data it receives, including but not limited to the names, surnames, contact details (office tel. No., office e-mail address, workplace address), positions, etc. of employees, authorised persons, members of management bodies and other representatives, the Seller shall comply with the provisions Personal Data Processing Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter – the General Data Protection Regulation), the Law on the Legal Protection of Personal Data of the Republic of Lithuania, and other legal acts regulating the processing of personal data.
2. The Buyer undertakes to inform the Seller in writing about each breach of personal data security relating to the personal data transmitted by the Seller by indicating the nature and scope of the breach, the measures taken or advisable in order to reduce the negative outcomes of the breach.
3. When the Parties communicate personal data of employees and / or other natural persons involved in Contract performance to each other, the Parties shall:
 - 3.1. properly inform all the natural persons involved by the Parties for Contract performance about the fact that their personal data can be transmitted to the other Party of this Contract and can be processed for the purposes of Contract performance.
 - 3.2. not to transmit any personal data of the persons who have not been informed about such processing of their personal data.
 - 3.3. react properly to notifications of the other Party about rectification, erasure and / or restriction of the processing of personal data of the Party's employees and other representatives which are transmitted to the other Party for Contract performance purposes.
 - 3.4. inform the other Party about the need to revise, rectify, erase any personal data of its employees and / or other representatives or restrict the processing of such data.
4. At the expiry of this Contract, the Buyer shall erase / destroy or return all personal data to the Seller. At the Seller's request, the Buyer shall inform the Seller about the measures taken after the expiry of the Contract.
5. More detailed information about the personal data processed by the Seller and the data subject's rights is available in the Seller's Privacy Policy and in the Rules for Implementing the Rights of Data Subjects as approved by the Seller and published on the Seller's website (<https://juodeliai.com/en/privacy-policy>).