

SALES CONTRACT NO. _____

General terms and conditions for the sale of timber products

Revision	Effective from
_____	_____

UAB “Degmeda”, legal entity code 304895414, VAT identification number LT100011842211, with its registered office at J. Šimkaus g. 19, LT-53204 Garliava, Lithuania, hereinafter the Seller, and the natural or legal person identified in the relevant Order, hereinafter the Buyer, together the Parties, agree to the following terms.

This contract applies to all Orders confirmed under it and sets out the general terms for ordering, manufacturing, supplying, assessing the quality of and accepting timber products, and for claims and liability.

1 Definitions and applicable documents

1.1. Goods means all products manufactured, processed or sold by the Seller, including charred, thermally modified, planed, profiled, brushed, oiled, painted and untreated timber, facade cladding boards, decking and fencing boards, battens, structural timber and other timber products, as specifically identified in the Order.

1.2. Order means the commercial offer, order confirmation or pro forma invoice issued or confirmed by the Seller by email, specifying the Goods for the particular transaction, their technical specification, quantity, price, and payment, production and supply terms.

1.3. Consumer means a natural person who purchases the Goods for purposes unrelated to their business, trade, craft or profession.

1.4. Annex No. 1 means the version of the “Degmeda Timber Quality Specification” provided with the Order, covering the grading criteria for grades A/B and C. Annex No. 1 applies to the extent that its criteria are relevant to the particular timber species, profile and processing specified in the Order.

1.5. Annex No. 2 means the version of the “Degmeda Installation, Storage and Maintenance Guide” provided with the Order. Annex No. 2 applies according to the intended use of the product stated in it. Requirements in the guide intended for charred or thermally modified timber, facade cladding or decking do not apply to other Goods where they are not relevant to those Goods.

1.6. Together with the Order confirmation, the Seller provides the Buyer by email with this contract, Annex No. 1, Annex No. 2 and any other documents specified in the particular Order. The version of the documents supplied with the Order confirmation is the applicable version; a subsequent amendment to a document does not change the terms of an Order confirmed earlier.

1.7. In the event of a conflict between documents, the following order of precedence applies: (1) the specific Order confirmed by the Seller; (2) a written agreement between the Parties made specifically for that Order; (3) Annex No. 1; (4) Annex No. 2; (5) this contract; (6) other informational documents of the Seller. The Buyer's general purchasing terms or other documents do not apply unless the Seller expressly confirms otherwise in writing.

1.8. In this contract, “in writing” or “written form” also includes information exchanged by email, provided that its content, sender and recipient can be identified. Telephone conversations and instant messaging applications do not change the Order, price, delivery period, quality or liability terms until the agreement is confirmed by email.

2 Placing an Order and concluding the contract without a signature

2.1. The Buyer sends the Seller an enquiry by email, stating the required Goods, quantity, profile, dimensions, timber species, processing, colour, intended use, requested delivery period and other material terms. The Seller provides an offer based on the enquiry and, once agreement is reached, an Order confirmation and a pro forma invoice.

2.2. The Order confirmation or pro forma invoice sent by the Seller by email, together with this contract and the applicable annexes, constitutes the Seller's offer to enter into a contract on the terms stated in those documents. The Seller is not required to send the Buyer a copy of the contract signed by the Seller.

2.3. The Buyer accepts the terms stated in the Seller's Order confirmation, pro forma invoice and this contract, including its annexes, and the contract for the sale and purchase of the Goods specified in the Order confirmation is deemed concluded when the Buyer pays the full required advance payment defined in clause 3.2 within the prescribed period, with the payment reference or payment details allowing the payment to be linked to the specific Order or pro forma invoice. The Buyer's signature is not required.

2.4. A transfer of less than the full required advance payment does not constitute conclusion of the contract and does not oblige the Seller to begin performing the Order. If the Buyer transfers a smaller advance payment, the contract for the sale and purchase of the Goods is deemed concluded only if the Seller expressly confirms this by email.

2.5. By making the advance payment, the Buyer confirms that they have received and had the opportunity to save this contract, the Order confirmation and the annexes identified in it, have read them and accept them.

2.6. A Buyer who is a natural person enters into the contract with the Seller personally or through a duly authorised person. A contract on behalf of a legal entity may be concluded by its head, an authorised person or a person reasonably considered entitled to act on the Buyer's behalf by virtue of their position, the email address specified by the Buyer, previous business practice or the payment made. The Buyer must give prior written notice of persons who have not been granted such authority or whose authority has been revoked.

2.7. After conclusion of the contract, the Order may not be amended or cancelled without the Seller's written consent, except for the Consumer's right of withdrawal under clause 13.2 or mandatory legal provisions. When agreeing to any other amendment or cancellation, the Seller may change the price and delivery period and require reimbursement of materials, work performed, storage and other reasonable costs.

3 Price, advance payment and settlement

3.1. Unless otherwise specified in the Order, the advance payment payable by the Buyer is 50 per cent of the total Order price including VAT, where VAT applies. The Parties may agree in writing on a different advance payment percentage or amount in the particular Order, offer or pro forma invoice.

3.2. The full required advance payment means the entire advance payment amount specified in the particular Order or pro forma invoice. The advance payment is deemed paid in full only upon receipt of the entire specified amount, except where the Seller gives written confirmation under clause 2.4.

3.3. Performance of the Order begins only after receipt of the full required advance payment and all information approved by the Buyer that is necessary for production. If the advance payment is not paid in full within the period specified in the pro forma invoice, the Seller may unilaterally terminate the contract for the sale and purchase of the Goods and decline to perform the Order.

3.4. The balance of the Order price is payable before the Goods are loaded or handed over to the carrier, unless otherwise agreed in writing in the particular Order. The Goods will not be handed over until all amounts due for the Goods, transport, storage and other agreed charges have been received.

3.5. Payment is deemed made when the funds are credited to the Seller's bank account. Title to the Goods passes to the Buyer only upon payment in full, but the risk of accidental loss of or damage to the Goods passes at the time specified in section 5.

3.6. If the Buyer is late in making payment, a late-payment penalty of 0.05 per cent of the overdue amount accrues for each day of delay, but no more than permitted by applicable law. The Seller is also entitled to statutory debt recovery costs and reasonable direct losses exceeding the late-payment penalty.

3.7. If any payment by the Buyer is more than 3 working days overdue, the Seller may immediately suspend production, supply and handover under this and all other Orders of the Buyer. The relevant periods are extended accordingly, and the Buyer reimburses reasonable costs associated with the suspension.

3.8. If the delay exceeds 14 calendar days, the Seller may unilaterally terminate the relevant Order. In that case, the advance payment made by the Buyer is retained by the Seller and applied towards reimbursement of the Seller's costs and losses, including materials, labour, custom Goods already manufactured, packaging, storage, resale or disposal. A Buyer who is not a Consumer is additionally liable for a penalty of 10 per cent of the unpaid Order value. Any balance of the advance payment exceeding the amounts to be applied is refunded; any shortfall is payable by the Buyer.

4 Production and performance periods

4.1. The production period begins on the working day following receipt of the full required advance payment and all information necessary for production as approved by the Buyer.

4.2. The period is extended for the duration of any delay in performance caused by the Buyer's late payment, information or approvals, changes requested by the Buyer, suspension under clause 3.7 or other circumstances reasonably beyond the Seller's control.

4.3. Due to objective circumstances relating to production, supplies of raw materials or energy, equipment breakdown, transport disruption or other circumstances reasonably beyond the Seller's control, the Seller may extend the period once by up to 30 calendar days, notifying the Buyer as soon as the Seller becomes aware of the delay.

4.4. The production date for the Goods stated in the Order is approximate, unless the Order expressly states that the deadline is an essential term of the contract and specifies the consequences of failing to meet it.

5 Handover, transport and storage of the Goods

5.1. Unless otherwise specified in the particular Order, FCA Seller's warehouse, J. Šimkaus g. 19, LT-53204 Garliava, Lithuania, Incoterms 2020 applies to a Buyer who is not a Consumer. In that case, the risk of accidental loss of, damage to and transport of the Goods passes to the Buyer when the Goods are loaded onto the vehicle of the Buyer or its carrier and handed over to the carrier. For a Consumer, the risk of accidental loss of or damage to the Goods passes when the Consumer or a third party designated by the Consumer takes physical possession of the Goods, except in cases provided by law where the Consumer independently selects the carrier.

5.2. If the Seller arranges transport at the Buyer's request, the Buyer pays the transport costs unless otherwise agreed in writing in the Order. The Seller's arrangement of transport does not alter the transfer of risk specified in clause 5.1.

5.3. The Buyer is responsible for providing a suitable vehicle and for safely unloading the Goods. Upon taking delivery, the Buyer or its carrier must check the number of packages and their visible condition. Visible transport damage must be recorded on the consignment note or handover document and photographed on the same day.

5.4. The Seller may photograph the Goods, packaging, labelling and loading. This material may be used as evidence of the condition of the Goods and proper performance of the Order.

5.5. The Buyer must collect the Goods within 5 working days of the Seller's notification that they are ready. The Seller stores uncollected Goods for no more than 30 calendar days from that notification. The Seller may charge the storage fee specified in the Order or price list or, if no fee is specified, reasonable actual storage and handling costs.

5.6. If, after expiry of the 30-calendar-day storage period, the Buyer fails to collect the Goods and settle the amounts due within an additional period set by the Seller of at least 5 working days, the Seller may terminate the Order and, at its discretion, resell the Goods to another person, reprocess them or dispose of them. In that case, amounts paid by the Buyer to the Seller are applied towards the Buyer's obligations, including payment for storage, resale, reprocessing and disposal of the Goods, other reasonable costs of the Seller and contractual penalties. For a Consumer, these measures apply only to the extent permitted by applicable law.

6 Quality, grades and natural characteristics of the Goods

6.1. The quality of the Goods is assessed against the particular Order and Annex No. 1.

6.2. Unless a different quality grade is expressly specified in the Order, the Goods are deemed to have been ordered in grade A/B. An A/B Order line may contain up to 10 per cent boards meeting the grade C criteria set out in Annex No. 1. At the Buyer's request and subject to the Seller's confirmation, the Order may specify grade C or another quality grade agreed by the Parties. In that case, the entire relevant line is assessed against the criteria for the grade specified in the Order, and grade A/B requirements do not apply.

6.3. The permitted quantity of grade C boards in an A/B line is calculated separately for each Order line by the number of boards actually delivered, not by square or linear metres. A separate Order line is a group of boards with the same profile, timber species, thickness, width, length and colour or finish. If the calculated quantity is not a whole number, it is rounded down to a whole number of boards. Each board is counted once, even if it has several features associated with grade C. Quantities from different Order lines are not combined, and unused tolerance is not transferred between lines.

6.4. The quantity of grade C boards within the limit permitted by clause 6.2 in an A/B line is considered a conforming part of the Order and is not defective. If grade C is specified in the Order, the entire line may meet the grade C criteria in Annex No. 1 and is not considered defective solely because of characteristics inherent to grade C.

6.5. Timber is a natural and non-uniform material. Shade, pigment absorption, grain pattern, texture, knot content, surface relief and the intensity of charring or brushing may vary between boards and batches due to the timber species, its structure and processing characteristics. These differences are not defects in the Goods if they remain within the criteria in Annex No. 1 and the terms of the Order.

6.6. Photographs, videos, electronic screen images and small timber samples are for information only, unless a particular sample is expressly approved as a reference sample in the Order or in a separate written agreement between the Parties, specifying which of its characteristics are binding. An informational sample may be used for comparison under clause 6.8 but does not establish additional quality requirements. In all cases, the Goods must comply with the Order and the criteria in Annex No. 1.

6.7. Normal changes to timber or its surface occurring within the limits of Annex No. 1 and Annex No. 2 are not considered defects in the Goods. These include colour changes, greying, darkening or lightening, the effects of UV radiation and weather, natural swelling and shrinkage, small surface checks or end splits, resin exudation, a reduction in surface gloss or the freshly coated appearance, and natural wear of the finish.

6.8. Natural changes in colour, coating intensity or the charred surface caused by ultraviolet radiation, precipitation, the environment, use and maintenance are not considered defects in the Goods. An unusually rapid or substantial change is assessed individually, taking into account the particular product, finish, sample supplied, exposure, installation, maintenance, environmental effects and a possible manufacturing defect.

7 Inspection of the Goods before installation

7.1. Within 5 calendar days of receiving the Goods, the Buyer unpacks a representative quantity from each Order line and carries out an initial inspection of quantity, Order lines, timber species, profile, dimensions, length, colour, finish and visible quality. A sample inspection does not establish the final ratio of grades A/B and C for the entire line. Each board is inspected before installation. If the 10 per cent limit may have been exceeded, the entire relevant line is sorted, with A/B boards, C boards and boards that do not meet even grade C counted separately; the results and non-conformities are documented in photographs or videos.

7.2. The Buyer notifies the Seller by email of any obvious non-conformity identified during the initial inspection within 5 calendar days of receiving the Goods. If a Buyer who is not a Consumer fails to give notice, the Goods are deemed accepted without obvious defects objectively detectable during such an inspection. Any non-conformity discovered during subsequent unpacking and before installation that could not objectively have been detected during a normal initial inspection must be reported immediately and no later than 5 calendar days after discovery. Disputed boards must not be installed and must be retained for inspection. This procedure does not restrict the Consumer's mandatory rights or applicable warranty terms.

7.3. Boards with an apparent or reasonably suspected non-conformity must not be cut, processed, installed or otherwise used before the Seller has assessed them. Before installation, the Buyer and installer must sort the boards in accordance with the Order and Annex No. 1 and plan their use according to length, appearance and permitted grades.

7.4. On noticing a recurring non-conformity, the Buyer must immediately suspend installation of the relevant Order line, inform the Seller and prevent potential losses from increasing. If the Buyer knowingly continues installation, the Buyer loses the right to claim compensation for the portion of losses that could reasonably have been avoided.

7.5. Before proceeding with installation across the entire project, it is recommended to install a small trial area and assess the overall appearance of colour, texture, board layout, joints and fixings. If the Buyer continues installation after assessing the trial area, the Buyer may not subsequently rely solely on visible characteristics that could reasonably have been assessed in that trial area. This clause does not restrict claims relating to hidden defects or the Consumer's mandatory rights.

7.6. The Buyer must ensure that clear photographic records of the construction stages are made and retained before the Goods are covered or further installation proceeds. Where relevant to the particular Goods and their use, these records must show the packaging and storage conditions; the substrate, membrane, subframe and batten layout before they are covered; ventilation gaps and openings; drainage details; fixings, their number and position; treatment of board ends; the trial area; and an overall view of the installed surface. Photographs or videos must allow identification of the project, its area and, where possible, the date and time of recording.

8 Submission and investigation of claims

8.1. A claim must state the contract, Order and invoice details, the specific product line, number of boards, dates of receipt, installation and discovery of the defect, project location, an accurate description of the defect, the remaining uninstalled quantity, and storage, installation and maintenance conditions. It must include the photographic records of construction stages specified in clause 7.6, overall photographs or videos and images of each defect, and available documents.

8.2. The Buyer must retain the disputed Goods, packaging, labelling and batch identification information, prevent changes to their condition, and allow the Seller or its expert to inspect the project and, where necessary, take samples. Urgent action to mitigate damage is permitted provided comprehensive photographic records are made beforehand and samples of the damaged timber are retained.

8.3. Where the Buyer is a Consumer, the Seller provides a detailed, reasoned written response within 14 calendar days of receiving the claim. If the claim is rejected or accepted only in part, the response must state the reasons, the supporting documents and the competent out-of-court dispute resolution body. Where the Buyer is not a Consumer, a decision or a reasoned account of the investigation's progress and the expected decision date is provided within 14 calendar days.

8.4. If the Buyer does not provide the photographic records specified in clause 7.6, or if the Buyer's actions, dismantling, destruction, disposal, repair or refusal to allow inspection make it impossible to reliably establish the defect, its extent or cause, the Seller may reject the claim to the extent that the lack of evidence prevents an objective assessment. For a Consumer, this clause applies without prejudice to mandatory rules on evidence and consumer protection.

8.5. If the Parties disagree on the cause, they may agree in writing on an independent qualified expert or accredited laboratory and the scope of the investigation. An investigation commissioned independently by one Party is initially paid for by that Party. If the Seller's liability is confirmed, the Seller reimburses reasonable and necessary costs of establishing the defect to the extent provided by the contract or applicable law. If the Seller is found not to be liable for the defects in the Goods, the Buyer pays the expert, laboratory or investigation costs.

8.6. If the Goods were purchased for resale, the Buyer receives and handles its customer's claim itself and approaches the Seller in its own name. The fact that the Buyer voluntarily satisfied its customer's claim does not in itself establish the Seller's liability or oblige the Seller to reimburse the Buyer's costs.

8.7. The Buyer must notify the Seller by email immediately of a possible hidden defect discovered after acceptance. A Buyer who is not a Consumer must do so no later than 10 working days after discovering the defect or after the time when a professional buyer should have discovered it. Statutory notification and claim periods apply to a Consumer. Each case is assessed individually based on the condition of the Goods at handover, the Order, Annex No. 1, Annex No. 2, conditions of use, evidence and applicable law.

8.8. The Seller is not liable for a defect or damage to the extent caused by transport after the transfer of the risk of accidental loss of or damage to the Goods, improper unloading, storage, acclimatisation, design, construction, ventilation, drainage, installation, fixings, cutting, untreated ends, mechanical impact, improper cleaning or maintenance, work by third parties, use for an unintended purpose, building movement, chemical or extreme environmental exposure, or failure to comply with Annex No. 2.

8.9. The Buyer must provide Annex No. 2 to the designer, contractor, installer and end user. The Buyer is responsible for ensuring that these persons comply with the requirements in Annex No. 2, and their acts and omissions are the Buyer's responsibility, except for work carried out by the Seller itself or persons engaged by the Seller.

9 Remedies for defects and limits of liability

9.1. Upon acknowledging a defect for which the Seller is liable, the Seller will, at its discretion and within a reasonable period: (a) repair the Goods; (b) supply replacement boards; (c) proportionately reduce the price of the non-conforming quantity; or (d) accept return of the non-conforming quantity and refund the price actually paid for it. Where the non-conformity consists solely of exceeding the permitted grade C quantity in an A/B line, these remedies apply to the quantity exceeding the limit. The 10 per cent tolerance applies only to boards delivered in an A/B line that meet all grade C criteria in Annex No. 1. It does not apply to rotten knots, rot, boards that do not meet grade C criteria or accepted warranty defects. In such cases, the entire quantity affected by the non-conformity is assessed, without deducting the 10 per cent tolerance. If a particular remedy is objectively impossible or disproportionate, another remedy listed in this clause applies. For a Consumer, the remedies and their order of application are determined by mandatory legal provisions.

9.2. Replacement Goods for a Buyer who is not a Consumer are made available for collection at the Seller's warehouse in Lithuania, and their transport is arranged and paid for by the Buyer unless the Seller undertakes otherwise in writing before transport. For a Consumer, the costs of returning, replacing and delivering the Goods are allocated in accordance with mandatory legal provisions. Natural differences in shade, texture or surface between replacement boards and boards installed earlier do not entitle the Buyer to replacement of unaffected Goods.

9.3. To the extent permitted by mandatory legal provisions, the Seller does not pay for dismantling or reinstalling the Goods, scaffolding, lifting equipment, dismantling and reinstatement of structures or other parts of the building, waste management, project suspension, labour, third-party penalties, lost revenue, reputational damage or other indirect or consequential losses, unless such losses arise from the Seller's wilful misconduct or gross negligence, or the Seller expressly agreed in writing to bear those specific costs before they were incurred. For a Consumer, this limitation applies only to the extent that it does not restrict the Consumer's mandatory rights.

9.4. To the extent permitted by mandatory legal provisions, the Seller's total liability in respect of a particular Order may not exceed the price of the Goods under that Order actually paid to the Seller, excluding VAT. This limitation does not apply to Consumer claims that cannot be limited by agreement, damage caused by the Seller's wilful misconduct or gross negligence, death or personal injury, or other cases in which limitation of liability is prohibited by law.

9.5. The Buyer must take reasonable measures to mitigate damage and costs. The Seller is not liable for the portion of losses that could have been avoided by timely inspection of the Goods, suspension of installation, protection of the Goods, allowing an inspection or otherwise cooperating in good faith.

9.6. Without separate written authorisation from the Seller, the Buyer may not give its customer a warranty on the Seller's behalf, confirm additional characteristics of the Goods or promise that the Seller will pay for transport, dismantling, installation or other compensation. Such promises by the Buyer are not binding on the Seller.

10 Force majeure and material change of circumstances

10.1. A Party is not liable for failure to perform its obligations to the extent caused by force majeure within the meaning of the laws of the Republic of Lithuania, provided that the affected Party notifies the other Party within a reasonable period and takes measures to mitigate the consequences.

10.2. If force majeure circumstances continue for more than 60 calendar days, either Party may terminate the unperformed part of the Order. The Parties settle payment for the part properly performed before termination and any amounts that may reasonably be applied.

10.3. If, after confirmation of the Order, exceptional and objectively unforeseeable circumstances cause a substantial increase in the costs of raw materials, energy, transport or compliance with mandatory legal requirements, the Parties negotiate in good faith to amend the price or delivery period. If no agreement is reached within 10 working days, the Seller may terminate the unperformed part of the Order and refund the amounts received for that part, less reasonably incurred costs.

11 Term, suspension and termination of the contract

11.1. The contract enters into force in the manner specified in clause 2.3 and remains in force indefinitely. Each Order confirmed under it is a separate transaction subject to these general terms and conditions.

11.2. The Seller may refuse to accept a new Order or suspend performance of all existing Orders if the Buyer has overdue debts, fails to accept the Goods, does not provide necessary information, breaches an earlier Order or gives rise to reasonable doubts about its solvency. Performance resumes once the breach has been remedied or security for performance acceptable to the Seller has been provided.

11.3. A Party may terminate the contract or a particular Order for a material breach if the Party in breach fails to remedy it within 10 calendar days of written notice, except where the breach cannot be remedied or the contract provides a right to terminate immediately.

11.4. Expiry or termination of the contract does not affect its provisions on payment, title, confidentiality, limitation of liability, claims and dispute resolution.

12 Confidentiality

12.1. The Parties do not disclose the other Party's non-public pricing, technological, commercial or order information and use it only to perform the contract. This obligation does not apply to public information and does not prevent disclosure to employees, contractors, lawyers, auditors, insurers, financing providers or public authorities to the extent reasonably necessary or required by law.

12.2. The confidentiality obligation remains in force for 3 years after the contract ends, except for trade secrets, which remain protected for as long as they meet the criteria for a trade secret.

13 Consumer rights

13.1. No provision of this contract applies to a Consumer to the extent that it would remove or restrict the Consumer's mandatory rights. In such cases, consumer protection provisions apply in place of the relevant provision, including rules on transfer of risk, conformity of the Goods, evidence, remedies, liability and dispute resolution.

13.2. If a Consumer concludes the contract at a distance or off-premises, the statutory right of withdrawal applies. The Consumer may exercise this right within 14 calendar days of receiving the Goods by notifying the Seller by email. If the Consumer withdraws from the contract, the returned Goods must be unused, with their identification labels and original packaging, undamaged and retaining their saleable appearance. This right does not apply, among other cases, to Goods made to the Consumer's special instructions, not prefabricated, or clearly personalised. Before confirming the Order, the Seller provides the Consumer with the information required for the particular transaction concerning the right of withdrawal or its non-application.

13.3. Where the Buyer is a Consumer, the Seller provides the Buyer, together with the contract, with a notice concerning the applicable statutory (legal) guarantee (further information is available on the European Commission website: https://europa.eu/youreurope/citizens/consumers/shopping/guarantees/index_lt.htm).

13.4. A Consumer who considers that their rights have been infringed must first contact the Seller in writing. If the Seller does not satisfy the claim or does not respond in accordance with the procedure prescribed by law, the Consumer may contact the State Consumer Rights Protection Authority or another competent body for out-of-court resolution of consumer disputes. The body competent to resolve consumer disputes arising from the contract out of court is the State Consumer Rights Protection Authority (address: A. Goštauto g. 12, LT-01108 Vilnius, telephone (+370 5) 262 6751, email tarnyba@vvtat.lt; website: <https://www.vvtat.lt>; an application or complaint may be submitted electronically through the Consumer Rights Information System (VTIS): <https://vtis.lt/>). A list of bodies offering out-of-court dispute resolution procedures in all European Union countries is available here: https://consumer-redress.ec.europa.eu/dispute-resolution-bodies_en.

14 Notices, governing law and disputes

14.1. Legally significant notices are sent to the email addresses specified by the Parties. A notice is deemed received on the next working day after sending, provided the sender has not received an automatic non-delivery notification. A Party must immediately notify the other Party of changes to its details or authorised persons.

14.2. This contract, all Orders and any non-contractual relationships arising from them are governed by the law of the Republic of Lithuania, without regard to conflict-of-law rules.

14.3. Disputes arising from the contract are subject to the exclusive jurisdiction of the courts of the Republic of Lithuania and are heard by the competent court for the location of the Seller's registered office. Before bringing proceedings, a Party must submit a written claim and allow 20 calendar days to reach agreement.

14.4. If any provision of the contract becomes invalid or unenforceable, the remaining provisions continue in force. The invalid provision is replaced by a lawful provision that, as far as possible, achieves its economic purpose.

14.5. The Buyer may not assign its rights and/or obligations under this contract without the Seller's written consent. The Seller may assign its rights and/or obligations at its discretion by notifying the Buyer of the assignment.

15 Details of the Parties and optional signatures

Party	Seller	Buyer
Company name / full name	UAB "Degmeda"	As stated in the Order
Legal entity code	304895414	As stated in the Order, if applicable
VAT identification number	LT100011842211	As stated in the Order, if applicable
Address	J. Šimkaus g. 19, LT-53204 Garliava, Lithuania	As stated in the Order
Telephone	+370 627 36363	As stated in the Order
Email	info@degmeda.eu	As stated in the Order

The contract is valid without the Parties' signatures when concluded in the manner specified in clause 2.3. The signatures below may be used if the Parties choose to sign the contract in a particular case.

Seller	Buyer
UAB "Degmeda" Director Evaldas Pupelis Signature _____ Date _____	Buyer / representative _____ Position / basis of representation, if applicable _____ Signature _____ Date _____

16 Annexes to the contract

16.1. Annex No. 1 – "Degmeda Timber Quality Specification", covering the grading criteria for grades A/B and C, the applicable version of which is provided to the Buyer by email together with confirmation of the particular Order.

16.2. Annex No. 2 – "Degmeda Installation, Storage and Maintenance Guide", the applicable version of which is provided to the Buyer by email together with confirmation of the particular Order.

16.3. Other annexes, certificates, declarations of performance and technical specifications become part of the contract only when expressly identified in the particular Order.