

GENERAL TERMS AND CONDITIONS OF CONTRACT 2025 of LEVERANS BALTIC OÜ

1 General

The following General Conditions are valid for all sales agreements unless otherwise expressly confirmed in writing by Leverans Baltic OU registered under VAT No: EE101919757; EORI No: EE14139173 (hereinafter referred to as Seller).

These sales conditions supersede all other documents concerning the goods, including Buyer's purchasing conditions, if any. Alternative terms and conditions shall be binding only if these have been expressly accepted by an appropriately authorised employee of Seller.

2. Prices

All Seller's prices are quoted in EUR/USD, net of VAT at the current statutory rate, unless otherwise specified. The quotations validity is indicated on the quotation, normally twelve (20) days from date of issue. Prices are for full order only, partial orders are subject to acceptance by the Seller. The pricing is binding during the validity of the quotation, hereafter the Seller reserve rights to modify the pricing accordingly.

For orders less than 200€ an administrative fee of 35€ will be charged.

Seller reserves the right to require the customer to make an advance payment.

3. Orders & Specifications

Orders are considered firm and binding by recipient of e-mail/post or any other similar document. An order is considered as acceptance of the quotation in aspect of the indicated conditions. The order should be technically clear, it's the Buyer's responsibility to specify the correct execution if any options available or to provide all necessary information for the Seller to be able to determine correct execution. In case it is incomplete the responsibility lies with the Buyer. Blueprints, dimensions, weights or other performance specifications are only binding when these have been expressly approved.

Possible objections from a customer concerning discrepancies in the quotation must be raised upon receipt of the quotation or upon placing an order.

4. Delivery dates

The delivery time is stated on the quotation/order and are estimated when the parts can be shipped, but not guaranteed by the Seller. The Seller shall have no liability to the Buyer or third parties in connection therewith. When specified a delivery date in writing, there are actions outside the Sellers reasonable control, for example war, strikes, fire, accidents, delay by sub-contractor or other to which the Seller cannot be held liable. The Seller is not liable or deemed to be in default if any no fulfillment/delay is a consequence of force-majeure circumstances.

5. Delivery terms & Transportations

All pricings in the quotation are from the Seller's warehouse unless otherwise stated in the quotation/order. All deliveries are made according to INCOTERMS 2010. All transportation costs are additional to the amount indicated on the quotation/order and will be added on the final invoice. Buyer is responsible for the costs of transport, insurance, customs and other duties, outlined in the applicable delivery terms, but the delivery price is exclusive of packing, which will be charged extra.

The goods are delivered and marked in accordance with Seller's standard practice, unless specific packaging, marking or transportation is agreed upon in advance in writing.

Deliveries that require information from Buyer may be delivered later than confirmed if the required information from Buyer is not sent in time to Seller. Late deliveries do not affect the payment requirements, nor will a late delivery give right to Buyer to cancel or alter the order.

Transportation is done by the sub-contractor of the Seller unless other is required by the Buyer.

The risk of accidental loss of a consignment is transferred to the customer as soon as the shipment is handed over to the carrier responsible for delivery.

6. Terms of Payment

Payment terms are stated in the quotation/order and are considered as accepted upon receiving of the Buyers confirmed order. Unless otherwise expressly agreed in writing, based on an evaluation of the credit worthiness of the individual customer, Payments should be done within the conditions stated and (should) indicate order No/ invoice No as given in the order/invoice sent to the buyer (payment shall be effectuated net cash upon receipt of the invoice).

Invoices are to be paid in full and charge-free to the account nominated by Seller.

Seller does not accept payments by way of credit card or check, unless agreed upon in writing.

In case of late payment, the Buyer shall pay an interest of 2% per month of the invoice value, shall be due and payable by the Buyer from the date of the expiration of the invoice. All banking costs are to be covered by the Buyer. Remarks to the invoice must be done within 7 Days. The Buyer shall cover all debt recovery expenses. When Buyer needs to pay interest and debt costs, all following payments received will cover these interest costs and debt recovery costs first. The remaining payment amount will be deducted from the oldest open invoice, even if the payment indicates another invoice number.

In the event of a delay in payment, Seller shall be entitled to require prepayment before supplying any further deliveries and to the Buyer.

If the dispatch of goods is postponed at the request of the Buyer, payment shall, however, be made 14 days at the latest after the Buyer has been informed that the goods are ready for dispatch.

The customer is only entitled to withhold payments on the basis of any claims arising from the same contractual relationship.

7. Ownership

In each case where some form of credit is granted, the sale will be considered as having been made with Seller retaining the ownership until full payment has been effectuated. The Seller is considered the owner of all items delivered until full payment of the specific invoice.

8. Return of goods and Order cancellation

Goods shall not be returned without prior notice and written approval for return from Seller. Return shipments are at the entire risk and cost of the Buyer. In case the returned parts or boxes are used/dirty/damaged/defect etc the Seller can charge the Buyer with additional charges to cover these costs.

If any pressing circumstances make it necessary for the Buyer to cancel the order and Seller approves this in writing, Seller will charge a cancellation fee in accordance with the order situation at that time. Goods that are specially made or altered for Buyer cannot be returned or cancelled.

Orders that are cancelled after firm recipient of an order confirmation, are subject to 20% cancellation fee.

9. Warranty and Liability

The Buyer shall inspect the goods immediately after receipt. Goods delivered in error shall be returned unused in an undamaged condition so as to reach Seller within one month of the date of the final invoice. If the customer fails to notify Seller within 7 days after the defects or shortages concerned have been or ought to have been discovered by the Buyer, the Buyer shall forfeit its right to make any claim in respect to the defects and/or shortages.

Seller guarantees that the supplied goods meet the specifications confirmed in the quotation/order. This guarantee is valid for a maximum period of 6 months after delivery, unless otherwise stated in the quotation/order. The seller cannot be held liable for parts and conditions of sub-contractors action and/or parts sourced specifically to the Buyer's needs.

In case replacement of goods is required and agreed upon, the replacing goods will be invoiced by Seller. The returned goods will then be credited upon return receipt and acceptance by Seller.

A new warranty period shall not commence on the replacement of components or the replacement of articles. All warranty will be void in case the goods are not or incorrectly stored, installed, used, or maintained as per the manufacturer's guidelines.

Warranty will void if Buyer alters or modifies the supplied goods.

Seller's total liability, including any guarantees and compensation, shall in no case exceed the order value. Seller will not accept claims of reduced turnover, reduced goodwill or other consequential damages, claimed to be caused by any deliveries or services carried out by Seller.

10. Disputes and Applicable law

These general sales terms and conditions and any related sales contracts and orders are governed by the Estonian law. Attempts should be made to settle disputes by negotiation between the contracting parties. If the negotiations do not succeed, the case is to be settled by ordinary courts, unless the parties agree to bring the case to arbitration. All legal disputes shall be taken to the court in Tallinn (Estonia). The relevance of the Viennese buy treaty is excluded.

11. Miscellaneous

If one or more provisions in these general terms and conditions should prove to be invalid or not binding then the remaining provisions between parties remain undiminished effective. Seller is authorized to replace the concerning invalid or unbinding provision by a legal clause which matches best with the scope of the invalid or unbinding provision.

12. Note

Any use by Seller of any engine manufacturer's brand or model name, product codes, part numbers or IMO numbers is for descriptive and/or reference purposes only. Such use does not mean that parts so described originate from the engine manufacturer. Should information of origin be required, this will be provided separately

