

Profiline – Terms of Sale

Rev. No.: A0010126

1. General Terms

1.1. These Terms of Sale (hereinafter: "**Terms of Sale**") apply to all sales transactions between the Seller and the Buyer, except where such transactions are covered by a separate written agreement concluded between the parties.

1.2. HANZA Mechanics Tallinn AS (registry code: 10258449) is the owner of the "**Profiline**" trademark; hereinafter "**Seller**" means HANZA Mechanics Tallinn AS, "**Buyer**" means the contracting party acquiring goods for business or professional use, "**Products**" means the goods/components/finished products offered by the Seller, and "**Custom-Made Products**" means products manufactured by the Seller based on the Buyer's specifications.

1.3. The Terms of Sale form an integral part of the agreement between the Seller and the Buyer. If the parties have separately agreed in writing on specific conditions for the purchase of Products or Custom-Made Products and such conditions conflict with these Terms of Sale, the separately agreed written conditions shall prevail.

1.4. By placing an order, the Buyer confirms that they have read, understood, and agreed to these Terms of Sale.

2. Ordering and Amendments

2.1. The Buyer must submit orders in writing or by e-mail.

2.2. An order becomes binding upon written or e-mail confirmation by the Seller, specifying delivery and pricing conditions.

2.3. Any modification or cancellation of an order is possible only by written agreement between the parties.

2.4. Custom-Made Products are manufactured according to the Buyer's specifications; therefore, orders for Custom-Made Products cannot be cancelled. If the Buyer nonetheless wishes to cancel an order, the Buyer must compensate the Seller for all losses related to the manufacture of the Custom-Made Product, including production and/or marketing costs already incurred.

2.5. Custom-Made Products may be subject to special conditions, including warranty terms, which the parties may agree upon separately in writing.

3. Prices and Payment Terms

3.1. Prices are in euros and subject to VAT according to Estonian law, unless otherwise agreed.

3.2. The Seller reserves the right to change prices without prior notice. Contractual customers will be informed of price changes according to timelines specified in the customer contract, but not later than 30 calendar days.

3.3. The payment deadline and method are indicated on the invoice or in a separate agreement specified in the order confirmation and invoice. The interest rate for late payments corresponds to the Estonian Law of Obligations Act. Unless otherwise stated, the purchase price must be paid before the Product is handed over to the Buyer.

3.4. The Seller may suspend deliveries if the Buyer has overdue invoices.

3.5. A quotation is non-binding and does not reserve goods in stock.

4. Delivery and Transfer of Possession

4.1. The default delivery term is Incoterms EXW (Seller's factory), unless otherwise agreed.

4.2. Ownership of the Product transfers to the Buyer upon full payment and transfer of possession.

4.3. If the Buyer fails to accept the goods on the agreed date, a storage fee of 5% of the value of the goods per day applies. The Seller is not obliged to store Products indoors. If the delay exceeds 30 days,

the Seller may sell, reuse, or dispose of the Product and claim compensation for storage fees and costs. The Seller must notify the Buyer beforehand. If the Buyer does not collect the Product within 30 days, the Seller may set off the purchase price already paid against incurred costs and losses. The Seller is not liable for weather-related damage occurring after the agreed acceptance date.

4.4. The Seller will not transfer possession of the Product until all storage-related costs and losses have been compensated.

5. Quality and Warranty

5.1. The Seller ensures that the Products comply with applicable standards in the country of manufacture and with the performance declaration published on the Seller's website, meet Product specifications, and hold CE-marking. The Seller does not guarantee that Custom-Made Products meet these standards. The Seller is not liable for parts selected or controlled by the Buyer.

5.2. The warranty covers manufacturing defects and conformity to technical specifications.

5.3. The warranty does not cover defects arising from improper use, incorrect installation, or improper storage.

5.4. The Buyer must retain and present proof of purchase when submitting claims.

6. Returns and Complaints

6.1. If a Product or Custom-Made Product does not meet contractual requirements, the Seller may require its return, subject to Section 8.

6.2. The Buyer must submit written complaints within seven (7) calendar days of receiving the Products.

6.3. The Buyer must inspect Products immediately and notify the Seller within the timeline in Section 6.2. Later claims will not be considered.

6.4. If the Product does not meet contractual requirements, the Buyer may return it. Return is a prerequisite for remedies under Section 8 unless the Seller has informed the Buyer otherwise.

6.5. Returned goods must be in original packaging, unused, and complete. Return costs are borne by the Buyer unless agreed otherwise.

6.6. The Buyer must provide detailed descriptions of non-conformity and evidence (photos, invoices, documents). Notification must be by e-mail or in writing. The Seller must be granted safe access to the goods.

7. Limitation of Liability

7.1. Installation instructions provided by the Seller **are recommendations only**. They are not mandatory or exhaustive. Qualified specialists must perform the installation. The Seller is not liable for damage arising from following installation instructions unless the damage was caused intentionally.

7.2. The Seller is not liable for direct or indirect installation-related losses, including errors, downtime, or loss of profit.

7.3. The Buyer must follow all construction and safety requirements when handling goods. The Buyer is responsible for proper use in accordance with the construction project and applicable laws. The Seller is not liable for damage arising from non-compliance.

7.4. Goods must be stored according to instructions, avoiding moisture, corrosion, sunlight, or mechanical damage. Sealed profiles have specific storage requirements. The Seller is not liable for damage caused by improper storage.

7.5. Goods must be handled carefully, avoiding impacts. Appropriate equipment must be used. The Seller is not liable for damage caused by improper handling.

7.6. The Seller does not assess Product suitability for the Buyer's project. The Seller is not liable if the Products do not fit the Buyer's intended purpose. Liability is limited to compliance with the Seller's specifications.

8. Remedies in Case of Non-Conformity

8.1. The Seller's liability is limited to replacement or reimbursement, at the Seller's discretion. The limitation does not apply in cases of intentional misconduct. The Seller is not liable for costs related to dismantling.

8.2. The Buyer must prove non-conformity.

8.3. The Seller does not compensate indirect or non-material damages or third-party costs, except in cases of intent.

8.4. In case of replacement, the Buyer must make Products available according to original delivery terms; the default location is the Seller's factory.

8.5. The Seller may require the return of non-conforming Products.

9. Confidentiality and Intellectual Property

9.1. The parties may not disclose non-public information obtained during cooperation without written consent, except where required by law or necessary for legal proceedings.

9.2. All intellectual property rights belong to the Seller. The Buyer may not use, distribute, or sell such intellectual property without written consent.

10. Force Majeure

10.1. The Seller is not obliged to perform obligations if non-performance is caused by force majeure as defined in the Estonian Law of Obligations Act.

10.2. The Seller is not liable for damages arising from force majeure.

11. Legal Provisions

11.1. Disputes shall be resolved through negotiations.

11.2. If no agreement is reached, disputes shall be resolved in Harju County Court under Estonian law.

11.3. The UN Convention on Contracts for the International Sale of Goods (CISG, 1980) does not apply.

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