

TE Energy OÜ General Sales Conditions
01.04.2024

1. Definitions

1.1 "Seller" refers to TE Energy OÜ, a manufacturer and service provider incorporated under the laws of Republic of Estonia, with its registered office at Visase 14, 11415, Tallinn, Estonia.

1.2 "Buyer" refers to any individual or entity that purchases goods or services from the Seller.

1.3 "Goods" refer to the manufactured products sold by the Seller.

1.4 "Services" refer to any ancillary services provided by the Seller, including but not limited to installation, maintenance, consultancy, and support services.

1.5 "Contract" is a legally binding agreement between two or more parties that outlines their rights, responsibilities, and obligations.

2. Applicability

2.1 These General Sales and Conditions ("GSC") apply to all sales agreements, deliveries, and services provided by the Seller, unless otherwise agreed in writing.

2.2 By placing an order, the Buyer accepts these GSC.

3. Offers and Orders

3.1 All offers made by the Seller are non-binding and subject to change unless explicitly stated otherwise.

3.2 Orders are binding only after written confirmation by the Seller, which may be provided via email or other electronic means.

3.3 The Seller reserves the right to accept or reject any order at its discretion.

3.4 Offer will remain valid for 30 days, during which period the offer is subject to acceptance by the Buyer, by sending a written Purchase Order to Seller. Purchase orders are subject to final approval and acceptance by Seller.

3.5 Offers are made based on Seller interpretation of the specifications submitted to Seller by the Buyer. It is the Buyer's obligation to review the offer carefully and to immediately advise Seller in writing of any differing interpretation Buyer has, so any necessary changes can be made.

3.6 The Order can only come into force as soon as the complete and technically clear Purchase Order by the Buyer is sent and implicitly accepted in writing by the Seller. Lack of complete information may result in delays. Such delays shall relieve Seller from compliance with the expected date and may lead to price escalation.

3.7 Changes requested by Buyer to an order which has previously been accepted by Seller are subject to written acceptance by the Seller. Changes to the purchase orders should be submitted to Seller in writing and shall contain an exact description of the required variation.

3.8 Changes in purchase orders can give rise to adjustments in price, delivery times or services completion as quoted in the original offer. Seller will provide the Buyer with a new written revision of an offer. The new revision of an offer should be accepted by the Buyer, by sending a new written purchase order to the Seller.

4. Prices and Payment

4.1 Prices are quoted in EUR and exclude VAT, customs duties, shipping, insurance, and handling unless otherwise specified.

4.2 The payment terms shall be as specified in the offer, unless otherwise agreed in writing. Payments must be made by bank transfer to the account specified by the Seller.

4.3 In case of late payment, the Seller reserves the right to charge interest at a rate of 1% per week, calculated from the due date until full payment is received.

4.4 The Buyer is not entitled to withhold payment or offset any amounts unless such claims have been confirmed by a final court decision.

4.5 All bank charges, except the Estonian bank charges, shall be borne by the Buyer.

5. Delivery

5.1 Delivery dates are estimates and not binding. The Seller will make reasonable efforts to meet the estimated delivery dates.

5.2 The Seller is not liable for delays in delivery or any damages arising from delays. The Buyer is not entitled to cancel the order or claim damages due to delays. Unless otherwise agreed in written form.

5.3 The risk of loss or damage to the goods shall be governed by the applicable Incoterms 2020 rule as specified in the Offer. Both parties agree to comply with their respective obligations under the specified agreed upon Incoterm, including but not limited to, the responsibilities for transportation, insurance, and documentation.

5.4 The Buyer is responsible for inspecting the Goods upon delivery and must report any visible damages or shortages within 7 days of receipt. This report should be proved by an independent expert.

5.5 Any delay resulted in delay in payments or delays occurring during the delivery period, due to the Buyer or other circumstances beyond control of Seller, shall result in a corresponding postponement of the delivery date or extension of total delivery time.

5.6 If at the scheduled delivery date, the Buyer is unable or unwilling to take delivery for any reason and if the Buyer so requests in writing, Seller may accept to arrange storage of the equipment at the Buyers risk and extra cost. However, the Buyer shall in that event pay Seller for all costs incurred by such storage and shall pay for the goods at the scheduled delivery dates, as if the Equipment had been delivered. The delivery term of the Contract shall be deemed to be changed into Ex Works - Bill & Hold, with transfer of risk and title.

6. Retention of Title

6.1 The Seller retains title to the Goods until full payment is received, including any additional costs incurred.

6.2 The Buyer must handle the Goods with care and may not pledge or transfer ownership as security until payment is made in full.

6.3 If the Buyer fails to make payment, the Seller has the right to reclaim the Goods at the Buyer's expense.

6.4 The transfer of risk of loss or damage shall be ruled by the agreed Incoterms 2020.

7. Warranty and Liability

7.1 The Seller warrants that the Goods conform to the agreed specifications and are free from material defects in workmanship and materials for a period of 2 years from the date of dispatch.

7.2 The Seller warrants that the Services will be performed with reasonable skill and care in accordance with industry standards.

7.3 The warranty does not cover normal wear and tear, damage caused by improper use, or alterations made by the Buyer or third parties without the Seller's prior written consent.

7.4 In case of defects, the Seller's liability is limited to repair or replacement of the defective Goods or re-performance of the Services at the Seller's discretion. The Buyer must return the defective Goods to the Seller at the Buyer's expense.

7.5 The Seller is not liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, production downtime, or loss of data.

8. Returns and Cancellations

8.1 Returns must be authorized by the Seller in writing.

8.2 The Buyer bears the cost of return shipping unless the return is due to a defect in the Goods for which the Seller is responsible.

8.3 Orders may be cancelled only with the Seller's written consent and may be subject to cancellation fees.

9. Force Majeure

9.1 The Seller is not liable for failure to perform due to circumstances beyond its reasonable control, including but not limited to natural disasters, wars, military conflicts, strikes, fires, floods, pandemics, and governmental actions, including international and local sanctions.

9.2 In the event of force majeure, the Seller is entitled to extend the delivery period or, if performance is impossible, to terminate the contract in whole or in part without liability.

10. Governing Law and Jurisdiction

10.1 These GSC are governed by the laws of Republic of Estonia, excluding its conflict of law principles.

10.2 Any disputes arising from or in connection with these GSC shall be subject to the exclusive jurisdiction of the courts of Republic of Estonia.

11. Miscellaneous

11.1 If any provision of these GSC is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.

11.2 The Buyer may not assign or transfer any rights or obligations under these GSC without the Seller's prior written consent.

11.3 These GSC constitute the entire agreement between the Seller and the Buyer regarding the sale of Goods and Services. Any amendments or modifications must be made in writing and signed by both parties.