



SUPPLY AGREEMENT

The company
Balt-Hellin OÜ
Vinkli 17, Tartu 50411, Estonia
Register code: 10124134
(hereinafter, 'the Seller')
and the company

.....

.....

Register code:
(hereinafter, 'the Buyer')

enter into the following Supply Agreement:

1. Subject-matter of Agreement

1.1 The Seller sells, supplies and delivers to the Buyer the goods ordered by the Buyer.

1.2 The Buyer agrees to take delivery of the goods ordered and to pay the agreed sale price for those goods.

2. The quantity of goods ordered

2.1 The goods will be delivered in separate batches the size of which must be notified by the Buyer to the Seller in advance.

2.2 The placement of orders takes place in the manner provided in the Standard Terms of the Seller.

3. Place and time of delivery

3.1 The Buyer shall inform the Seller at the latest when placing the order of the exact place of delivery and shall inform BALT-HELLIN who will receive the goods.

3.2 The Seller will deliver the goods ordered in accordance with the shipment schedule to the place specified in advance by the Buyer in the order. The goods will be supplied to the Buyer in the shipment round that follows the orders according to the shipment schedule.

4. Terms of delivery

4.1 Deliveries will be made in the packages and containers prescribed for the relevant type of goods.

4.2 Deliveries after August 1, 2007 will be marked with a code that ensures uninterrupted monitoring of the goods on their way to the place of delivery. According to the legislation of the European Union the goods will be in marked using the standard EAN 128.

5. Prices and payments

5.1 The price list of the Seller applies as amended. The Seller reserves the right to change and adjust prices in accordance with the market.

5.2 After a delivery is made, an electronic invoice will be presented to the Buyer. The Buyer agrees to receive the invoice by electronic means.

6. Purchase credit

The Seller grants the Buyer the following purchase credit in relation to the goods to be delivered:

Credit limit: 500 EUR

Term of credit: 14 days

This purchase credit is deemed automatically terminated if the Buyer falls into payment arrears. The Seller can place a delivery stop on all further deliveries.

7. Term of Agreement

7.1 The Agreement is concluded for one (1) year.

7.2 Until neither the Buyer nor the Seller has, in writing or electronically, cancelled the Agreement one (1) month before its expiration, the term of the Agreement is automatically extended by one (1) year each time.

7.3 The above does not prejudice terminations for valid reasons. A valid reason to terminate the Agreement is, in particular, the constant breach by the Buyer of the Seller's Standard Terms, or payment arrears by the Buyer despite being reminded by electronic means.

8. Final provisions

8.1 The legal relations that flow from the Agreement are governed by the laws of the Republic of Estonia. Jurisdiction over disputes belongs to the courts of Tartu, Republic of Estonia.

8.2 In the case that the legal relations involve other jurisdictions, the United Nations Convention on the International Sale of Goods (CISG) is excluded and it is agreed that the law of the Federal Republic of Germany applies. Jurisdiction over disputes belongs to the courts of either Bonn, Federal Republic of Germany, or Tartu, Republic of Estonia.

8.3 Any amendments to the Agreement must be formalised in writing.

8.4 The Seller's Standard Terms of Sale, Delivery and Payment are an inalienable component of this Agreement. The Buyer acknowledges this and expressly agrees to their application. The Buyer waives the application of his own standard terms and conditions.

8.5 If a clause in the Agreement is or becomes in full or in part void, or becomes impossible to perform, this will not affect the validity of the clauses of the rest of the Agreement. Arrangements that best match what the Seller and the Buyer economically desired, or would have desired, had they considered the aspect in question, will be found to replace the void or the non-performable clauses.

8.6 Annex to the Agreement: Letter of Authority to authorise the person(s) taking delivery of the goods.

8.7 Annex to the Agreement: Data sheet(s)

On behalf of the Seller:

Hans Dirk Hundertmark
(Name)

legal counsel
(Position)

.....
(Date / digital signature)

On behalf of the Buyer:

.....
(Name)

.....
(Position)

.....
(Date /digital signature)



DATA SHEET

Contact details of point of delivery

/Street, house, city, postcode/

/Purchaser: First name and last name, telephone/

/Purchaser: e-mail address/

/Receiving department: First name and last name, telephone /

/Receiving department: e-mail address/

/Storage opened (time)/

Webshop

/Purchaser: First name and last name/

/Purchaser: e-mail address, telephone/

Accounting

/Name, telephone number(s)/

/Bank, IBAN/

/E-mail address for balances/

/Telephone for balances/

/E-mail address for electronic invoices/

/Telephone for electronic invoices/

E-mail address for newsletters (Information about delivery dates and national holidays, information about events and promotions)

The customer is committed to inform Balt-Hellin OÜ in writing about any changes of the above mentioned contact details.

Place, date:

Signature: