

## SALES AGREEMENT Special Terms and Conditions

### 1. PARTIES

|  |   |
|--|---|
| Name of Seller:                                | Neular OÜ   |
| Details of the Buyer (registry code; address): | registry code 12983077, address Kartulihoidla, Tarbja 72759; e-mail: <a href="mailto:info@neular.com">info@neular.com</a> |
| Representative and basis of representation:    | Ilo Rannu, chairman of the board  |
| E-mail and telephone:                          | <a href="mailto:info@neular.com">info@neular.com</a>  |
| Contact Person:                                | Valentina Klimant, <a href="mailto:valentina@neular.com">valentina@neular.com</a>   |

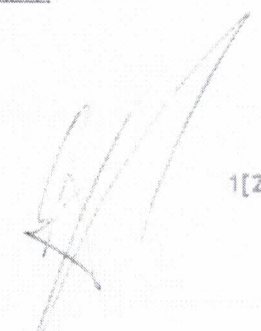
and

|  |  |
|--|--|
| Name of Buyer:                                 | Agerton UAB  |
| Details of the Buyer (registry code; address): | Reg.Code : 305453153 VAT : LT100013109115<br>Adress : Taikos g. 18 , Naujoji Akmenė , LT-85122 Akmenės |
| Representative and basis of representation:    | Nerijus Jonusas , CEO  |
| E-mail and telephone:                          | <a href="mailto:uab.agerton@gmail.com">uab.agerton@gmail.com</a> , +37067619273                        |
| Contact Person:                                | Nerijus Jonusas  |

The Buyer and the Seller are hereinafter separately designated as Party and jointly as Parties.

### 2. OBJECT OF AGREEMENT

- 2.1. With this Sales Agreement (hereinafter Sales Agreement), the Seller sells and the Buyer buys the profiles and other products (hereinafter Object of Agreement):
- ☒ Pursuant to the Order Confirmation no 230318
  - ☐ Products as follows: \_\_\_\_\_
  - ☒ The quality of the Profiles corresponds to the average quality required of similar Profiles produced of recycled non-homogenous plastic / material. Bubbles/holes and variation in tone occur in the Profiles and the profiles may include small amounts of metal and other substances. The Profiles may also differ in measurements of up to 5% in all dimensions. These irregularities shall not be deemed to be defects. A product data is available to the Buyer for the physical and quality characteristics of each Profile.
- 2.2. The Sales Agreement consists of the Special Terms, Order confirmation (if applicable), General Terms and Conditions (available <https://www.neular.com/terms-conditions>) and Warranty Conditions (available <https://www.neular.com/warranty>). The Buyer hereby confirms that the Buyer has reviewed the General Terms, Warranty Conditions and other annexes to the Sales Agreement and consents to conclude the Sales Agreement under the terms and conditions provided therein.
- 2.3. Neular OÜ has the right to unilaterally make changes to the General Terms and Conditions of the Sales Contract. Such changes are applicable to all transactions with Neular OÜ as of the date of the publication of the changes on the website <https://www.neular.com/terms-conditions>.



- 2.4. In the event of a conflict between the provisions of any of the documents constituting the Sales Agreement, such conflict shall be resolved as follows: (i) separately agreed provisions shall prevail over standard terms; and (ii) subsequently agreed provisions shall prevail over earlier provisions.

### 3. DELIVERY OF OBJECT OF AGREEMENT

#### 3.1. Due date of delivery:

- ☐ Pursuant to the Order Confirmation set forth in clause 2.1. above  
☒ Week 40 , 05.10.2023

#### 3.2. Delivery term/condition applied to delivery (pursuant to Incoterms 2010):

- ☐ Pursuant to the Order Confirmation set forth in clause 2.1. above  
☒ EXW at Neular warehous location: Tarbja village, Kartulihoidla Järva County, 72759 Estonia

### 4. PAYMENT TERMS AND CONDITIONS

#### 4.1 Price (excluding VAT):

- ☒ Pursuant to the Order Confirmation set forth in clause 2.1. above  
☐ EUR XXX

#### 4.2 Payment terms and conditions:

- ☐ The Buyer pays the Price within 30 working days as of issuing date of the Invoice.  
☒ The Buyer pays 30 % (13 428€) thirteen thousands four hundred twenty eight euros of the Price by way of Prepayment Invoice to confirm the order (230318). Buyer pays Remaining amount 31 334,43€ thirty one thousand three hundred thirty four euros and forty three cents before dispatch.  
☐ The Buyer pays xxx % of the Price within 30 working days as of issuing of the Invoice.

### 5. LIABILITY

#### 5.1 Default interest rate:

- ☒ 1% of the unpaid amount for every day that payment is delayed

#### 5.2 Seller's liability:

- ☒ The Seller is only liable for a breach of Sales Agreement that is caused by intentional or grossly negligent act in the extent of the total amount of the remuneration paid under any specific Order Confirmation.  
☒ In case of delay in delivery, the maximum amount of liability may not exceed 10% of the total amount of the remuneration paid under any specific Order Confirmation.

### 6. SIGNATURES

Buyer  
 Nerijus Jonusas  
 Date:                      /date in electronic signature/  
 /Signature/

Seller  
 Neular  
 Date:                      /date in electronic signature/  
 /Signature/

