



1. According to the following general terms and conditions the service provider is 3 Selli OÜ, registry code 11256808, address Järveotsa Road 50c, Tallinn (hereinafter referred to as the Contractor). All services offered by the Contractor shall be subject to the general terms and conditions. The service offered by the Contractor is the packaging of products, the development of packaging solution, training for packaging (hereinafter referred to as Work) and the sale of devices required for packaging (hereinafter referred to as the Goods) and the rental of equipment.
2. The Services offered by the Contractor can be used by all physical and legal persons (hereinafter referred to as the Contracting entity).
3. To order Services from the Contractor the Contracting entity has to send an inquiry or order (hereinafter referred to as the Order). Based on the order, the Contractor shall prepare a price tender including the cost of services, deadlines and other important conditions. If the price tender is acceptable, the Contracting entity shall send a corresponding confirmation to the Contractor.
4. These general terms and conditions, the Order and the price tender prepared on the basis of it shall form the contract (hereinafter referred to as the Contract), which is binding to the Parties since the Contracting entity accepts the price tender.
5. The Contractor has the right to delegate the performance of the Work either fully or partially to a third person, concurrently remaining liable to the Contracting entity.
6. The Contractor has the right to refuse to perform additional work not indicated upon the entry into the Contract and not marked in the price tender. Parties shall enter into a separate agreement of conditions and cost for the performance of extra work.
7. The Contracting entity is aware that if the Work cannot be performed and the Contractor has the right to postpone the deadline of the Work if circumstances, which hinder the performance of the Work proceed from the Contractor's behalf (for example an agreed payment to the Contractor is delayed, lack of material or delayed supply, no access to the working object, the working environment is not in conformity with the contract, etc.) or weather conditions which do not enable working outside (gusts of wind over 5 m/s, precipitation, etc.) occur.
8. The Contracting entity undertakes to ensure conditions at the working object, which enable the Contractor to provide corresponding high quality Work. The Contracting entity:
 - 8.1. takes care of the procurement of different permits for the performance of the Work;
 - 8.2. observes the impact of wind, snow and rain on the packages and packaged products and immediately applies measures in to avoid emergency situations and damage at his own expense;
 - 8.3. is responsible for the load bearing capacity of the surface under the packaged products and structures;
 - 8.4. ensures that the packaging and structures are not overloaded or changed without the Contractor's prior consent;
 - 8.5. ensures that the surrounding Work area is clean, free of dust, steam, gas, rubbish and any other flammable material;
 - 8.6. is responsible for the fire safety in the Work area and the room or the area surrounding it;
 - 8.7. turns temporarily on and off the automatic fire safety device during the performance of Work if necessary.
9. The Contracting entity undertakes to deliver the Contractor for the corresponding performance of Work all necessary materials, projects, drawings and any information the Parties have agreed to deliver prior, which may influence the performance of Work and the condition of the object after the Work is completed.
10. The Contracting entity is aware that during the performance of Work the Contractor may use work equipment by which short-term high temperature (up to 140°C) is created on the surface of the packaging. The Contracting entity is obliged to inform the Contractor in writing if the high temperature or flame, according to the Contracting entity's knowledge, can endanger the performance of Work or the Contracting entity's property so that the Contractor can assess the possibility of the Work performance.
11. The Contractor guarantees that the employees shall use all required personal protective equipment (corresponding working clothes, a helmet, special footwear, safety ropes, etc.) while working on the work object and shall apply corresponding measures to decrease or avoid the risk of injuries and damage on the object. The Contracting entity shall carry out the first work safety training of the potential risks on the object.
12. The Contracting entity has the right to monitor the progress of Work performance.
13. The Contractor is obliged to inform the Contracting entity about the problems in the current performance of Work and request instructions and information from the Contracting entity.
14. The Contracting entity undertakes immediately but not later than within 7 (seven) days since the completion of Work and/or the receipt of the Goods accept or reject it, submitting within the same period of time a written list of non-conformities or disadvantages of the Work and/or Goods to the Contract, which hinder the receipt of the Work and/or the Goods. If, during this period, the Work and/or the Goods are not rejected, the Parties shall deem them as accepted by the Contracting entity. In case the Contracting entity has complaints due to non-conformities to the Contract terms and conditions of the Work and/or the Goods upon the receipt, the Parties shall agree to a deadline for the liquidation of the disadvantages.
15. The rental period of packaging equipment is the period between the delivery and return dates of the devices. The delivery and the return dates are included in the rental period. The rental day ends at 9.00 in the morning. The rented equipment is delivered



from the warehouse and returned there according to the list of equipment, which is signed by the Contracting entity's and Contractor's representatives.

16. The Contracting entity shall be responsible for the good order and maintenance of the equipment during the entire rental period. In case the rented equipment is damaged, destroyed or lost, the Contracting entity is obliged to compensate the Contractor the cost of similar equipment purchased for replacement.
17. The rented equipment has to be cleaned before returned to the Contractor; otherwise the Contractor has the right to claim a charge for cleaning the equipment.
18. The Contracting entity obliges to pay the Contractor for services according to the range and conditions established in the price tender, based on the invoice submitted by the Contractor. The Goods sold to the Contracting entity by the Contractor shall be the Contractor's property until the payment is transferred and in case the payment for the Goods is not transferred by due date, the Contractor has the right to interrupt the performance of the Contract bring back the sold Goods and/or materials for performance of Work from the Contracting entity. The Contractor has the right to claim the Contracting entity compensation for the expenses made for the return of the Goods or the material.
19. In case the payment deadline established in the Contract is violated, the Contractor has the right to claim the Contracting entity a fine for delay, which makes 0.2 % (zero point two per cent) of the payable sum per each delayed day.
20. In case the Contractor delays the delivery of the Work and/or the Goods due to the Contractor's fault, the Contracting entity has the right to claim the Contractor a penalty fine, which is 0.2 % (zero point two per cent) of the payable sum for each delayed day, but not more than 5 % (five per cent) of the cost of Work and/or the Goods. The fines referred to in this article shall not be applied for the period during which the circumstances mentioned in article 7 or 25 occur.
21. In case of failure to perform the contractual obligations or non-compliant performance, the Parties shall be responsible in the order and scope established by the Contract and the legislation of the Republic of Estonia.
22. The Contractor shall be responsible for the direct material damage caused due to the violation of the Contract. The Contractor's maximum responsibility rate is 64 000 (sixty four thousand) EUR. The loss of profit shall not be compensated. The injured party has to inform the party who has caused damage about the caused damage within 7 (seven) days at the latest since becoming aware of the damage caused, but not later than 3 (three) months since the damage is caused. Later claims are unfounded.
23. The Contractor shall not be responsible for the damage caused due to the Contracting entity's fault, non-purposeful use of the Goods and rented equipment, for the damage caused upon the storage, moving or transport of the Goods and packaged items caused due to the Contracting entity's fault who has chosen unsuitable packaging or packaging material (the features of the packaged products, the size, the weather conditions have not been considered).
24. If damage has been caused to the Contracting entity during or after the performance of Work, the Contracting entity is obliged to inform the Contractor thereof immediately and invite him to assess the amount of damage. The Contracting entity undertakes, if possible, to preserve the damaged item in the condition it was after the damage was caused, to enable the Contractor to evaluate the circumstances that caused damage and assess the amount of damage. The Contracting entity undertakes to prove that damage was caused due to the Contractor's fault as the result of the breach of Contract by the Contractor.
25. The failure to perform or the non-compliant performance of contractual obligations is not deemed as Contract breach if caused due to the circumstances known as force majeure, i.e. circumstances which the Parties could not have influenced, could not and must not have foreseen or avoided (e.g. the activity of a third person, vandalism, wind over 20m/s and other unfavourable weather conditions).
26. If one Party fails to perform Contractual obligations on time, the other Party has the right to withdraw from the Contract and request compensation for damage.
27. The Contract shall be valid until the Parties' obligations established in the Contract are duly completed. The Parties have the right to cancel the Contract at any time by informing the other Party at least 3 (three) days in advance.
28. When the Contract is cancelled, the Contracting entity is obliged to pay the Contractor for the factual services performed.
29. The Contractor shall process the Contracting entity's personal data only for the purpose of the performance of the Contract. In addition, the Contractor has the right to use the Contracting entity's personal data in commercial communications, promotional material and for the delivery of information about the services provided by the Contractor, excluding cases when the Contracting entity does not want to receive the corresponding material and has informed the Contractor thereof.
30. The Contractor's price tender is confidential and the Contracting entity has no right to disclose it to a third party without the Contractor's prior consent.
31. In regard to undue payments, the Contractor may deliver information about the Contracting entity's obligations to a person dealing with the collection of debts and a person dealing with delayed payments like Krediidinfo. The Contracting entity undertakes to compensate the costs related to the collection of Contractor's debts.
32. Controversies and disputes which may proceed from the Contract shall be settled by negotiations, and in case of failure to reach a solution in Harju County Court. The Contract is subject to the Estonian legislation.
33. The Parties have the right to transfer the rights and obligations proceeding from this Contract to a third party only by the other Party's written prior agreement.