

## OFFER

Tallinn, the Republic of Estonia

ModestoGroup OÜ, registration No. 16203107, адрес: Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, hereinafter referred to as the "**Supplier**" offers legal entities and individual entrepreneurs, as well as other entities, the organizational and legal form of which is similar to legal entities, individual entrepreneurs registered in the European Union or having similar statuses in the territory of other states, hereinafter referred to as the "Buyer", conclude an agreement for the supply of floriculture, ornamental horticulture and other products (hereinafter referred to as the "**Goods**") on the terms defined by this offer (hereinafter referred to as the "**Offer**"), by accepting the Company's offers in the Service by the Buyer, as this term is defined in the Company's User Agreement, on the terms of this Offer.

### 1. SUBJECT MATTER

1.1. The Supplier undertakes to supply floriculture, ornamental gardening and other products agreed upon by the Parties - hereinafter referred to as the Goods, and the Buyer undertakes to accept the Goods and pay for it.

### 2. PRICE AND TERMS OF DELIVERY OF THE GOODS

2.1. The Goods are delivered on the terms of EXW (Incoterms-2020).

2.2. The Buyer independently organizes the process of delivery of the Goods from the Manufacturer's\* warehouse Product.

*\*Manufacturer — an enterprise, organization, company, person producing, manufacturing, or selling Goods.*

2.3. The delivery can be arranged by the Supplier to the destination specified by the Buyer.

2.4. The delivery of the Goods during the entire term of the Offer is carried out in batches based on the transfer to the Supplier of information about the expected quantity, assortment and terms of delivery of the Goods sent by an authorized person of the Buyer via telephone, e-mail and/or through the interface of the Supplier's website: m-flowers.com (hereinafter - the Application).

The quantity and nomenclature of Goods in each batch, the frequency of deliveries of batches of Goods during the term of the Offer are determined by agreement of the Parties in accordance with the terms of the Offer on the basis of the Buyer's Requests. At the Buyer's written request, the recipient of the Goods may be a third party specified in the shipping documents.

2.5. Prices for Goods are set in Euros and USD.

### 3. RIGHTS AND OBLIGATIONS OF THE PARTIES

3.1. The Supplier under this Offer undertakes:

- to ensure the delivery of Goods in batches or at a time in accordance with the terms of this Offer;
- provide accompanying documentation for the Goods.

3.2. The Buyer under this Offer undertakes:

- pay for the Goods in accordance with the terms of the Offer;
- pick up the Goods from the Manufacturer's warehouse and/or from the destination agreed by the Parties.
- to give their representative (if available) the appropriate authority to carry out the acceptance of Goods and other actions in compliance with the terms of the Offer and provide (provide) To the Supplier the relevant supporting documents for receiving the Goods.

### 4. DELIVERY TIME AND PAYMENT OF THE PAYMENT

4.1. The Goods are delivered to the Buyer on the terms specified in the invoices for each individual delivery under this Offer.

The Offer of the price, quantity, assortment and terms of delivery of the Goods are determined by the Parties through authorized persons of the Parties on the basis of the Application. The Offer with the price, quantity, assortment and terms of delivery of the Goods is confirmed by the Buyer by paying the invoice issued by the Supplier.

4.2. The price, quantity, assortment and terms of delivery of the Goods are fixed in the invoice issued by the Supplier sent to the Buyer's e-mail address specified in Section 11 of this Offer and/or through the interface of the Supplier's website: m-flowers.com. The payment of each specific invoice means the Buyer's indisputable consent with the price, quantity, assortment and terms of delivery of the Goods.

The Buyer pays for the Goods on the terms of 100% prepayment by transferring funds in a non-cash order to the Supplier's bank account. The Buyer's obligation to pay for the Goods is considered performed after 100% prepayments for the Goods are charged to the Supplier's settlement account.

The Parties have separately agreed that the amount of prepayment before the delivery of the Goods is a pledge in the meaning defined by the requirements of the legislation of the Republic of Estonia, including to ensure proper fulfillment by the Buyer of obligations under this Offer (the terms of this Offer). In case of full and proper fulfillment by the Buyer of obligations under this Offer, the amount of the deposit is credited to the payment for the Goods. In any other cases, including in case of non-fulfillment and/or improper fulfillment by the Buyer of obligations under this Offer, as well as the Buyer's refusal of the Goods through no fault of the Supplier, the deposit remains with the Supplier in full.

4.3. The Supplier has the right to unilaterally and indisputably change the cost (prices) at its discretion, assign and apply discounts on Goods and /or other preferential terms of delivery of Goods, including, but not limited to: due to the circumstances of the time of year, the condition of the Goods, the quantity of Goods, the long-term relationship with the Buyer, the ratio of supply and demand in the market of similar Goods, etc., which the Buyer is informed about by any means of communication and in any form, at the discretion of the Supplier. If the Buyer pays for the Goods and/or performs any other actions in accordance with the terms of the Offer, the cost is considered agreed by the Parties and the Buyer is considered to have accepted such changes.

4.4. The Buyer and/or persons authorized by him are obliged to ensure proper acceptance of the Goods. The Buyer hereby guarantees that all individuals, legal entities and/or other persons receiving the Goods at the place of delivery are authorized by the Buyer in accordance with the requirements of the legislation of the Republic of Estonia to perform all actions regarding the acceptance and inspection of the Goods, including the execution of documents on the transfer (acceptance) Goods. At the same time, the signatures of such persons in the documents on the transfer of Goods on behalf of the Buyer are recognized by the Buyer as the signatures of his authorized representatives, and the Buyer has no right to subsequently challenge the facts certified by the relevant persons and documents signed by them, and the Supplier proceeds from the reliability of the above circumstances.

The fact of receipt by the Buyer of the Goods is the signature of the Buyer and/or persons authorized by him in the consignment note (CMR) confirming the transfer of the Goods.

4.5. In the event of a discrepancy in the price, quantity, assortment of Goods, the Buyer undertakes to send a complaint to the Supplier in accordance with paragraph 7.1 of this Offer. In case of violation of the deadlines for filing a complaint specified in clause 7.1 of this Offer, the delivery is recognized as duly accepted by the Buyer and means full consent with the price, quantity and assortment of the received Goods.

If the Buyer does not declare complaints (claims) to the Goods at the time of their acceptance, the Goods are considered accepted by the Buyer, including by name, assortment, completeness, quality, Presentation (consumer packaging), quantity and other mandatory attributes. In this case, the Buyer does not have the right to further refer to the non-compliance of the Goods with the terms of this Offer. The Parties agree the term of freshness for the Goods is not established.

4.6. In cases where the Buyer does not accept the Goods from the Supplier without the grounds established by law, other legal acts or this Offer or refuses to accept it, the Supplier has the right to demand payment of the Goods in full of the Buyer as well as to demand to indemnify the Supplier against any expenses and loss in full. The Buyer is obliged to indemnify the Supplier against any expenses and loss during Five (5) business days from the date of the sending the Supplier's demand.

4.7. If the Buyer has not accepted the Goods ordered by him at the agreed place within a day from the moment the Goods are ready for shipment, the Buyer is considered to have violated the Offer and is responsible for the risk associated with a possible deterioration in the quality of the Goods due to its storage in full. The ordered Goods will be available to the Buyer during its storage period, while such storage will be at the expense of the Buyer and at his risk.

## **5. PRODUCT QUALITY**

5.1. The quality of the delivered goods must comply with the current standards of the country of Origin of the Goods.

## **6. PACKAGING AND LABELING**

6.1. The packaging of the Goods is carried out in accordance with the procedure generally accepted in the wholesale trade of floricultural and plant-growing Goods, in a manner determined by the Supplier in accordance with reasonable business practice, unless otherwise explicitly established in writing.

6.2. By paying the invoice, the Buyer agrees with the quality and quantity of the packaging of the Goods agreed by the Parties. The Supplier is not responsible for the quality and quantity of the packaging material of the Goods.

6.3. Single-use packaging is included in the invoice, payable by the Buyer and is non-refundable.

6.4. If the Goods are delivered using reusable packaging materials (cardboard boxes) and/or long-term transportation material (forklifts, containers, packing trolleys, etc.), the Buyer is obliged to return to the Supplier identical packaging material with the same registration marking (label or product label) within one week from the date of delivery, and if the cost of use is included in the invoice, unless otherwise explicitly stated in writing.

6.5. In case of untimely return or in case of non-return of reusable packaging and/or transportation materials provided to the Buyer for temporary use, within a reasonable time established by the Supplier, the Supplier reserves the right to a) demand compensation from the Buyer for the cost of these materials, as well as b) demand compensation for other losses incurred as a result of non-return, such as additional rental costs.

## **7. CLAIMS**

7.1. In case of non-delivery of products to the Buyer, identified inconsistencies in terms of price, quality, quantity, assortment, or other qualities of the Goods supplied under this Offer, the Buyer may file a complaint. The complaint is accepted by the Supplier at the time of acceptance of the Goods by the Buyer.

7.2. The Supplier has the right to check on the spot through his representative the validity of the complaint.

## **8. RESPONSIBILITY**

8.1. Upon the occurrence of circumstances where it is impossible for either party to fully or partially fulfill its obligations under this Offer, namely fire, natural disasters, blockade, prohibition of export/import, military operations, as well as other circumstances beyond the control of the parties, their performance under this Offer is extended for the duration of such circumstances.

8.2. Under this Offer, the party must inform the other party in writing about the occurrence and termination of circumstances preventing the execution of this Offer.

8.3. The Supplier is not responsible for the losses incurred by the Buyer, except in cases when (and to the extent) the Buyer proves that the losses were caused by the Supplier intentionally or through gross negligence. In any case, the Supplier's liability is limited to the amount of money received by the Supplier under this Offer.

8.4. Defects in respect of possible phytosanitary and/or other requirements that exist in the country of import do not give the Buyer the right to compensation for losses or termination of the Offer, except in cases when the Buyer has notified the Supplier in advance in writing about these requirements.

8.5. In no case shall the Supplier be liable for production losses, losses related to delay, loss of profits, stagnation and other indirect losses caused to the Buyer. However, if the Supplier is obliged to compensate for losses, the Supplier's liability for losses incurred by the Buyer should not exceed the value of the delivered Goods specified in the invoice, excluding VAT, in respect of which the claim is made.

## **9. DISPUTE RESOLUTION**

9.1. All disputes and disagreements that may arise from this agreement or in connection with it are resolved on the basis of the provisions of this agreement, if the Parties fail to solve the disputes, the latest are referred for resolution

to the authorized court at the location of the Supplier, the decision of which is mandatory for both parties. Claims arising from this Offer may be filed by the Buyer no later than 1 (one) month from the date of transfer of funds to pay for the Goods.

9.2. When concluding and executing this Offer, the parties shall be guided by the legislation of the Republic of Estonia.

#### **10. FINAL PROVISIONS**

10.1. The Offer comes into force from the moment it is signed by the Parties and is valid until the Parties fully fulfill their obligations under it.

10.2. The Offer may be concluded only by the acceptance of this Offer by the Buyer by the payment of the invoice.

#### **REQUISITES OF THE SUPPLIER**

##### **THE SUPPLIER:**

ModestoGroup OÜ

Reg. Number: 16203107

VAT: EE102417407

Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn, Estonia, 19-315, 10120

Tel.: +7 (495) 008-87-78, +372 712 3695

E-mail: info@m-flowers.com, lawyer@m-flowers.com

Bank Name: Revolut

Bank address: United Kingdom, E14 5AB, Revolut LTD, Level39, 1 Canada Square, London

IBAN: LT58 3250 0864 4700 1395

BIC: REVOLT21

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