

## OFFER:

### CONCLUSION OF THE AGREEMENT FOR SUPPLY OF FLOWER PRODUCTS, DECORATIVE GARDENING AND OTHER PRODUCTS BY MODESTO GROUP OÜ AS BUYER

Last Modified: 01.06.2022

ModestoGroup OÜ, registration number 16203107, address: the Republic of Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120, hereinafter referred to as the "Company", has the right, in accordance with the User Agreement, to act as a buyer of floriculture, ornamental gardening and other products (hereinafter - "**Goods**"). The Company acts as a buyer and 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 "**Suppliers**", conclude an agreement for the supply of the Goods on the terms specified by the Suppliers on the Service in the relevant offer for the supply of the Goods by accepting the Companies' offers from the Suppliers in the Service and on the terms specified below this section of the User Agreement.

This section of the User Agreement contains all conditions of the agreement for the supply of the Goods. Acceptance by the Company of the Supplier's offer in the System is the acceptance of the Supplier's offer posted in the System by paying by the Company the relevant Supplier's invoice for the supply of the Goods (hereinafter referred to as the "**Acceptance**"). The acceptance by the Company of the Supplier's proposal in the above manner is equivalent to the conclusion of the supply agreement in writing between the Parties.

The legal relationships arising as a result of the conclusion of the Offer, the Company's acceptance of the Supplier's proposal, the payment by the Company of the relevant Supplier's invoice and other legal relationships between the Company and the Supplier are governed by the laws of the Republic of Estonia and the European Union legislation (if applicable), as well as the User Agreement, including the conditions defined below.

#### TERMS AND DEFINITIONS

The Parties confirm that all terms and definitions given in the User Agreement are an integral part of the Offer between the Company and the Supplier.

Unless otherwise provided by the terms of the User Agreement, the terms and definitions used in the text of this chapter with a capital letter have the following meaning:

**Buyer** means ModestoGroup OÜ, registration 16203107, address: the Republic of Estonia, Harju maakond, Tallinn, Kesklinna linnaosa, Tuukri tn 19-315, 10120.

**Supplier means** the legal entities, the individual entrepreneurs, as well as other entities, the structure and legal form of which is similar to the legal entities, the individual entrepreneurs registered in the European Union or having similar legal statuses in the territory of other states, including their relevant authorized representatives, who supplies the Goods to the Buyer.

**Offer** means a contract for the supply of floriculture, ornamental horticulture and other products, concluded between the Company as the Buyer and the Supplier by the Company's acceptance of the Supplier's offer on the terms of the offer posted by the Supplier in the System, by paying the relevant Supplier's invoice by the Company.

**Acceptance** means acceptance of the Supplier's offer to supply the Goods to the Company by paying the Supplier's invoice.

**Invoice** means an invoice for payment for floriculture, ornamental gardening and other products issued by the Supplier and containing all the essential terms of the contract, payment of which by the Company is an Acceptance of the Supplier's offer for the supply of the Goods.

**Parties** means the Company acting as the Buyer under the Offer, and the Supplier under the Offer.

**Service** means a set of the computer programs and other results of the Company's intellectual property (including the graphic design of the interface (design), etc.), information (the Content) put by the Company and / or Users on the m-flowers website. com. The access to the Service is possible using the Site, mobile version of the Site and/or mobile application.

**Request** means the Company's application based on an offer placed by the Supplier on the Service to purchase the Goods on the terms specified by the Supplier in the relevant offer on the Service.

## **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.
- 1.2. Prices, quantity, and assortment are determined by invoices for each individual batch of Goods under this Offer. On behalf of the Buyer, the Goods receiver of the Goods may be a third party specified in the shipping documents.
- 1.3. Issuing an Invoice by the Supplier is not considered accepted by the Company for execution and does not confirm the conclusion of the agreement until the Company pays this Invoice until the Invoice is paid in full or on the basis of an advance payment.
- 1.4. The prices for the Goods are set in US dollars and EURO and include the cost of the Goods, labeling, packaging, and transportation to the point of shipment of the Goods.

## **2. PRICE OF THE GOODS**

- 2.1. The Goods are supplied on the terms of EXW (Incoterms-2020). At the discretion of the Buyer the terms of the supply shall be amended by the information of the Supplier by the notification including by telecommunication devices, unilaterally out of court.

## **3. TERMS AND CONDITIONS OF SUPPLY AND PAYMENT OF THE GOODS**

- 3.1. The Goods are supplied to the Buyer on the terms specified in the invoices for each individual supply under this Offer. The Supplier undertakes to issue invoices for the Goods generated by the Service using the functionality of the Service, other forms of invoices are invalidated. If the Supplier does not agree with this procedure for issuing invoices, the Supplier undertakes to notify the Company in writing of this fact and stop working with the Service.
- 3.2. If the Company gives the consent for use of the Supplier's invoices the Supplier shall be entitled to use such invoices.
- 3.3. The agreement of the price, quantity, assortment, and terms of supply are determined by the Parties via telephone, e-mail, or the website interface m-flowers.com, unless otherwise agreed by the Parties. Actions of the Parties on the site m-flowers.com are legally significant and are conditions for the Parties.

- 3.4. The Company, as the Buyer, is entitled to demand payment for the Goods on the basis of an advance form of payment. At the request of the Buyer, payment for the Goods is carried out on the terms of advance payment and payment of the second part of the payment after the supply of the Goods to the Buyer and the signing by the Parties of the act of acceptance and transfer of the Goods.
- 3.5. If the Supplier fails to fulfill its obligations to deliver the Goods, the Buyer is entitled to demand from the Supplier to refund the money for the Goods and to pay the penalties in the amount of 0,1% from the cost of the Goods for each day of default of the Supplier's performance of its obligations pursuant to Offer/ The Supplier is obliged to refund money paid for the Goods and to pay the penalties in full during Five (5) business days from the date of sending the relevant demand of the Buyer pursuant to this paragraph of the Agreement. The demand and the payment document may be sent by e-mail to the Supplier's e-mail address specified in the Service.

#### **4. QUALITY OF THE GOODS**

- 4.1. The quality of the supplied Goods must comply with the current standards of the country where the Goods are supplied and meet all the sanitary and hygienic requirements for this Goods. The Goods shall be supplied in the quantity and in assortment of the Goods specified by the Buyer.
- 4.2. Each parcel of the Goods must be supplied with phytosanitary certificate issued by a government body of the sending country.
- 4.3. In case of non-compliance of the Goods with the requirements specified in chapter 4 of the Offer, the Supplier is obliged to supply a high-quality Goods and in assortment of the Goods in an amount equal to the quantity of a low-quality Goods at the next supply of a new batch of the Goods.

#### **5. PACKAGING AND LABELLING**

- 5.1. Packing of the Goods is carried out by the method adopted in the wholesale flower trade, in accordance with international standards and technical conditions including the Buyer, and must ensure the safety of the Goods assuming proper handling of the cargo during transportation.

#### **6. CLAIMS**

- 6.1. In case of non-supply of the Goods to the Buyer, identified inconsistencies with respect to the quality or quantity of the Goods supplied under the Offer, the Buyer is entitled to file a complaint to the Supplier and to demand from the Supplier to refund paid money for the Goods and to pay penalties pursuant to the Offer. The Buyer is also entitled to demand to indemnify it against any expenses and loss including loss of benefit in full. Such expenses and loss of the Buyer shall be compensated at terms determined in the Offer. The Buyer is entitled to file the relevant claim to the Supplier through the Service. Such Buyer's claim shall be binding for the Supplier.
- 6.2. The Supplier shall be obliged to review the claim during Fourteen (14) calendar days from the date of sending the claim by the Purchaser. If the Supplier fails to review the claim during the mentioned period, the claim shall be deemed as accepted by the Supplier in full. The sum of the accepted claim shall be returned by the Supplier to the account of the Purchaser and offset for the payment of the Goods supply under this Offer.

#### **7. FORCE MAJEURE**

- 7.1. In case of the impossibility of the full or partial fulfilment by any of the Parties of the obligations under the Offer, namely, fire, natural disasters, blockade, prohibition of export / import, military actions, as well as other circumstances beyond the control of the Parties, fulfillment of obligations is hereby extended for the duration such circumstances.

- 7.2. If Under the Offer, the Party must inform the other Party in writing about the occurrence and termination of circumstances that impede the execution of the Offer.
- 7.3. The Buyer is not responsible for the losses incurred by the Supplier under the Offer. In any case, the liability of the Company is limited to 500 euros under the Offer.
- 7.4. The Company shall in no event be liable for production losses, losses associated with delay, lost profits, stagnation, and other indirect losses caused to the Supplier. However, if the Company is liable for damages, the Company's liability for damages incurred by the Supplier shall not exceed the Invoiced value of the Goods supplied, excluding the VAT in respect of which the claim is made.

## **8. SETTLING DISPUTES**

- 8.1. All disputes and disagreements that may arise under the Offer or in connection with it shall be settled on the basis of the provisions of the Offer, if the parties have not come to an agreement, the disputes are submitted for resolution to the Harju County Court of the Republic of Estonia, the decision of which is mandatory for both Parties.
- 8.2. When entering into and executing the Offer, the parties are guided by the laws of the Republic of Estonia

## **9. FINAL PROVISIONS**

- 9.1. The Buyer has the right to transfer, in whole or in part, his rights and obligations under the Offer to third parties without the written consent of the Supplier. The Supplier is not entitled to transfer, in whole or in part, its rights and obligations under the Offer to third parties without the written consent of the Buyer.
- 9.2. The Parties have agreed that all commercial information relating to their relationship arising from the Offer, already received by them from each other, or information that will be received by them during the term of the Offer, is confidential and is not subject to disclosure without the written consent of the Parties.
- 9.3. The Company is entitled, at any time, at its discretion, to change the terms of the Offer or refuse to execute it unilaterally out of court without compensating for any losses of the Supplier associated with such a change in the terms of the Offer or refusal to execute it by the Company.
- 9.4. The Offer comes into force from the date of Acceptance by payment of the Invoice by the Company in full and is valid until the Parties fully fulfill their obligations under the Offer.

## **10. REQUISITES**

### **The Company:**

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