

KESKO SENUKAI LITHUANIA, UAB

RULES FOR PRODUCT SALES

I. OBJECT OF THE RULES

1.1. These rules for product purchase and sales (hereinafter referred to as 'Rules') determines the rights, obligations and responsibilities between the entity acquiring products for business purposes (hereinafter referred to as 'Buyer') and Kesko Senukai Lithuania, UAB (hereinafter referred to as 'Seller'), when the Buyer acquires products from the Seller (hereinafter the Buyer and the Seller are together referred to as 'Parties' and separately as 'Party'). It is considered that by acquiring products from the Seller, the Buyer agrees with application of these Rules.

1.2. The Buyer can familiarize himself with the Rules on the Seller's website and/or in the Seller's shopping centers.

1.3. The Parties every time agree on specific sale of products in a mutually acceptable form. Every time with the consent of the Seller, the Buyer can select products at the sales point without prior order.

II. PRODUCT PRICES AND PAYMENT

2.1. Products are supplied on the price, as indicated by the Seller.

2.2. In case of no other written agreement between the Parties, the Buyer settles the accounts with the Seller in cash, by payment card, or by payment order in advance. Payment order is credited when money is accounted into Seller's settlement account.

2.3. Irrespectively of the purpose of the payment indicated by the Buyer, all Buyer's payments to the Seller are distributed by following the procedure referred to in the Civil Code of the Republic of Lithuania without a separate notice to the Buyer. Payments intended for coverage of homogeneous debts (for instance, for contractual penalties, for principal obligation, etc.) are distributed in a sequence without a separate notice to the Buyer for coverage of debts, maturity of which is due (will be due) earlier, irrespectively of the purpose of the payment indicated by the Buyer. Apart from the aforementioned provisions of this Point, the Seller has the right upon his own discretion to allocate Buyer's payments firstly for fulfilment of the principal obligation.

2.4. In case when the Parties have (will have) homogeneous counter-claims, respective obligations of the Parties may end up on unilateral Seller's claim, irrespectively of maturity of aforementioned claims. Respective obligations of the Parties end on equal scope, as indicated in the claim by the Seller.

2.5. If the Buyer fails to pay the Seller for products on timely basis, the Seller has the right to unilaterally suspend sale of products and their transfer to the Buyer, including the products, orders of which were already approved by the Seller. The Seller does not separately inform the Buyer about suspending of the aforementioned sale and transfer of products.

III. PROCEDURE FOR ISSUING PRODUCTS

3.1. The Buyer removes the products from Seller's store/warehouse or any Seller's indicated place by using own transport means or the Seller, under a separate agreement, orders a transport means for product delivery, for which the Buyer settles the accounts with the carrier or directly with the Seller. Based on a separate agreement, the Seller delivers the products to the Buyer at one's account on Buyer's indicated address.

3.2. The Seller has the right to request that the person authorised by the Buyer would provide a personal identification document and the Letter of Authorisation (the original), as issued to that person, when taking the products from the Seller. However the Parties agree that any person, accepting the products on Buyer's indicated address without a separate authorisation document has the right to accept the products on behalf of the Buyer. Correspondingly, the Seller, delivering products on Buyer's indicated address, upon his own discretion has the right not to ask from the person accepting the products to provide the authorisation document.

3.3. The Buyer must immediately inform the Seller in writing regarding cancellation of letters of authorisation for individual persons, including though not limited to cancellation of letters of authorisation to persons referred to in contracts concluded between the Parties.

3.4. On a separate agreement, products can be loaded into Buyer's transport means on Seller's account. Specific time for loading of products has to be adjusted between the Parties in advance. If the Buyer is late to arrive for loading of products for more than 30 minutes, the Seller has the right to reschedule loading of products into any other time, as convenient for the Seller, during the same business day or into the next Seller's business day.

3.5. If, in case of separate agreement, the Seller delivers products to the Buyer on Seller's account on Buyer's indicated address or, in case of separate agreement, the Seller orders a transport means for delivery products, the Buyer obliges to unload the products no later than within 1 hour from the moment of product delivery on Buyer's indicated address. For every hour delayed to unload the products, the Buyer will pay the penalty payment of Eur 30 to the Seller.

3.6. After transfer of products to the Buyer or to Buyer's carrier (including Seller's ordered transport means, as paid by the Buyer (for instance, express courier service), the Buyer is considered responsible for product quantity, quality, and completion. If there are product shortages or defects,

for which the Seller is considered responsible and which could not be immediately determined, when accepting the products, the Buyer inform the Seller in writing about product shortages within 5 (five) days after the day product transfer, and the Seller upon his discretion can: replace these products by high-quality ones or return money paid for them, or eliminate defects free of charge, or reduce the purchase price accordingly. In case of product defects, for which the Seller is responsible and which can be determined immediately, when accepting the products, including quantitative or product range mismatch, they must be noted in all copies of product delivery-acceptance documents by specifying them in detail.

3.7. By accepting the products, the Buyer obliges to sign the provided VAT invoice or, depending on the case, other product documents, irrespective, whether the Buyer takes the products from Seller's store/warehouse, or other Seller's indicated place by using his own transport means or, if, on a separate agreement, the Seller orders a transport means for delivery of products. By accepting the products, the Buyer also obliges to seal the provided VAT invoices by the seal of the company (store, warehouse).

3.8. The Buyer ensures that transferred products will be accepted by a person dully authorised by the Buyer. In case of absence of the authorised person on provision of products for transfer, the Seller has the right not to transfer the products and the Buyer in every such a case will have to compensate the related loss suffered by the Seller.

IV. TRANSFER OF CERTIFICATES OF CONFORMITY AND OTHER CONFORMITY DOCUMENTS

4.1. By delivering products to the Buyer according to VAT invoices, on Buyer's request, the Seller can at the same time also provide copies of the certificate of conformity or other conformity document (if any), as issued for those products.

4.2. The Buyer obliges:

4.2.1. Not to use the certificate of conformity or other conformity document and certification marks for other products.

4.2.2. Not to use the certificate of conformity or other conformity document and certification marks for the same products received from other vendors.

V. PRODUCT DELIVERY OUTSIDE THE TERRITORY OF THE REPUBLIC OF LITHUANIA

5.1. If products are intended for exporting from the Republic of Lithuania, the Buyer obliges to send documents (originals) certifying product export from the territory of Lithuania and their delivery to

the point of destination by e-mail within 1 (one) day after the date of product delivery and by post no later than within 5 (five) days after the date of product delivery: product import declaration (in cases when products are exported outside the European Union), acknowledgement of delivery of goods, and CMR consignment letter.

5.2. The Buyer obliges to pay the fine of 0.5 % of the total price of respective products for every delayed day to provide the documents indicated in Point 5.1, after 5 (five) calendar days of the date of product receipt.

VI. PROTECTION OF PERSONAL DATA

6.1. Kesko Senukai Lithuania, UAB, - the company specifying the objectives and measures of data processing, will process personal data of the Buyer and his representatives by following objectives and methods provided in these Rules.

6.2. The Seller processes the following personal data provided by the Buyer or Buyer's representative: name, surname, personal code, address, telephone number, e-mail address, account number, name and code of the bank, where the account is, including other data, as indicated in the document provided by the Buyer and/or Buyer's representative (including the contract concluded between the Parties), history of Buyer's purchases from the Seller, for the objective *to conclude the contract with the Buyer*, as determined by Kesko Senukai Lithuania, UAB. Provision of personal data is necessary, in order to conclude, execute the contract, the Buyer is the Party of which. In absence of such personal data, Kesko Senukai Lithuania, UAB will not be able to conclude or execute the contract. When concluding and executing the contract, the Buyer may be asked to provide ones' personal identification document. Personal data of the Buyer is provided to persons, vendors, providing cargo services based on the legitimate interest (for purpose of identification of the person, which accepts / renders the goods, accepts provided services/works, identification of the person providing the information).

6.3. One Party provides and the other Party receives personal data of representatives of the Parties (including invoked data processors or their representatives) for the objective to conclude, execute the contract with the Party representing the data subject. This data is provided/received on the principle of lawful interest - to conclude, execute the contract with the other Party to the contract, by invoking its representative (to conclude, execute the contract, to contact him, to identify him, to sign documents, and similar). The following personal data is provided/received: name, surname, job title, represented person, personal code, or passport No., or personal identification card No., or new driver license No., or date of birth, representation maturity, telephone number, e-mail address, and other information indicated by the Party and/or his representative in the provided document. Personal data

is provided only of those persons, who conclude, execute the contract concluded between the Parties. Only data, processed in conformity with the legal acts applicable in the Republic of Lithuania (including but not limited to the legitimate obtaining of data, legitimate transfer of data, etc.), shall be provided. Received data is processed by observing valid legal acts of the Republic of Lithuania.

6.4. If the Buyer is a legal entity, the Seller will process the following personal data of the head of the legal entity: name, surname, job title, name and code of the represented company, including personal data from the data extract available in the Register of Legal Entities about the represented company for the objective to conclude, execute the contract with the legal entity represented by the person. This data will be processed in order to attain lawful interests of the Seller and the Buyer, that is, to determine that the contract is concluded and executed with the head of the legal entity signing the contract. Provision of personal data is obligatory, if the person is willing to conclude, execute the contract as the head of that legal entity. In case of failure to provide the data, the person will not be able to conclude, execute the contract as the head of that legal entity. The Seller will receive personal data about the person representing the legal entity from the data extract of the Register of Legal Entities of the Republic of Lithuania issued by the state enterprise Registrų centras, VĮ (hereinafter referred to as 'Register of Legal Entities of the Republic of Lithuania') on the basis of the aforementioned lawful interest.

6.5. In order to fulfil the requirements of legal acts, personal data of the Buyer, Buyer's representative (name, surname, personal code, and other personal data necessary for this objective) may be transferred to state and municipality institutions and bodies, insurance companies, bailiffs, and lawyers. Basis for such processing of personal data is implementation of provisions of valid legal acts.

6.6. In case of breach of obligations and aiming to receive recovery of suffered loss, personal data of the Buyer, Buyer's representative (name, surname, personal code and other personal data necessary for this objective) may be transferred to state and municipality institutions and bodies, insurance companies, bailiffs, and lawyers. The basis for the transfer of such personal data is the legitimate interest for purpose of indemnification of incurred losses.

6.7. In case of an audit of the Company, the personal data of Buyer and its representative processed by Kesko Senukai Lithuania, UAB may be provided to persons, performing audit services. Personal data is processed on the basis of a legal obligation for the purpose of performing the audit.

6.8. Where documents are provided electronically, the personal data of the Buyer, Buyer's representative shall be made available to the persons rendering the electronic document exchange services

6.9. In order to ensure proper delivery of the goods, the personal data of the Buyer, Buyer's representative shall be provided to the administrator of the goods delivery optimization programs.

6.10. The Buyer concluding the contract with the Seller and/or invoking a representative informs his representatives about processing of their personal data by providing information that Kesko Senukai Lithuania, UAB (address Islandijos pl. 32b, Kaunas, e-mail address info@keskosenukai.lt) processes the following personal data of the Buyer or Buyer's representatives, whether provided by them, or publicly available on a website: name, surname, job title, personal code, or passport No., or personal identification card No., or new driver license No., or date of birth, represented person, representation maturity, telephone number, e-mail address, and other information indicated by the Buyer and/or his representative in the provided document, for the objective to conclude, execute the contract with the Party representing the data subject. Processing of their data is necessary for attainment of lawful interests of Kesko Senukai Lithuania, UAB and of the Buyer, that is, to conclude, execute the contract by invoking representatives (to contact, identify them when concluding, executing the contract, to sign documents, and similar). Provision of personal data is neither necessary nor obligatory, though in absence of this personal data, they will not be able to conclude, execute the contract on behalf of the Buyer. When concluding, executing the contract, Buyer's representative may be asked to provide ones' personal identification document. Personal data of the Buyer's representatives is provided to persons, vendors, providing cargo services based on the legitimate interest (for purpose of identification of the person, which accepts / renders the goods, accepts provided services/works, identification of the person providing the information).

6.11. Personal data indicated in these Rules and processed by the Seller will be stored for 10 years after the maturity of the contract with the Buyer.

6.12. Persons, whose personal data is processed by the Seller, have the right to ask to get familiar with own personal data, to correct them, to eliminate them based on cases provided by the law, to restrict data processing, also the right of data transfer in cases provided by the law. Buyer's representatives have the right at any moment not to agree that personal data related to them would be processed due to reasons related to their specific case. In such a case, the Seller does not process their personal data, except for cases, when the Seller proves that data is processed due to compelling lawful reasons that take precedence over their interests, rights, and freedoms, to in order to lodge claims, execute, or protect lawful requirements . Persons can implement these rights by addressing the information centre of the shopping centre Senukai or by sending the application signed by electronic signature on e-mail address provided in Point 6.13 or on info@keskosenukai.lt. They also have the right to issue the claim to the supervisory institution. In the Republic of Lithuania, the supervisory institution is called the State Data Protection Inspectorate.

6.13. The Buyer also informs his representatives about their rights in relation to processing of personal data and about the methods for exercising these rights, as provided in Point 6.12 of these Rules. E-mail address of the data protection officer of Kesko Senukai Lithuania, UAB is duomenuapsauga@keskosenukai.lt, telephone +370 700 11 119.

6.14. The Buyer obliges to immediately inform the Seller about the changed representative or about change of personal data of his representative or the entity itself, as provided in these Rules.

6.15. The Buyer and/or his representative provides only those personal data, which is necessary for implementation of objectives provided in this section of the Rules.

6.16. The Seller shall provide and the Buyer shall obtain personal data of the person who supplied the Goods to the Seller and/or his representative: name, surname, telephone number, position, represented person, for the purpose of performing the services/works related to the purchased goods. These data shall be provided / received on the basis of a legitimate interest. Only the personal data of the representatives of the suppliers whose goods the Buyer has purchased is provided. Obtained personal data shall be processed in conformity to the legal acts applicable in the Republic of Lithuania.

6.17. The Seller shall provide and the Buyer shall obtain personal data of persons and/or representatives of persons who rendered services to the Seller in order to obtain and provide product compliance documents. These data shall be provided/obtained within the framework of the legal obligation to provide and have documents certifying compliance of products. For this purpose personal data specified in a product compliance document and pertaining to persons who prepared and issued a product compliance document shall be provided/obtained. Only such product compliance documents (including personal data contained in these documents) that are related to products acquired by the Buyer from the Seller shall be provided. Only data to be processed in conformity with the legal acts applicable in the Republic of Lithuania (including but not limited to the legitimate obtaining of data, legitimate transfer of data, etc.) shall be provided.

VII. LIABILITY, SETTLEMENT OF DISPUTES, AND MISCELANEOUS

7.1. The Parties oblige to protect confidentiality of knowledge and data about common activities and not to provide them to any third parties, except for cases provided by the law or these Rules, or when it is reasonably necessary for implementation of undertaken obligations.

7.2. If the Buyer fails to duly fulfil financial and/or material obligations against the Seller on timely basis, the Buyer agrees and entitles the Seller, without a separate reminding notice about failure to fulfil obligations, to disclose information about the Buyer and/or contracts with the Buyer and related

Buyer's obligations to any third parties, including publicly, and /or to collect information about the Buyer from third parties directly by the Seller or by invoking services of other persons.

7.3. In case of failure to pay on timely basis, the Buyer obliges to cover all expenses related to debt recovery, including (but not limited to) remuneration to persons, who will carry out extrajudicial and/or judicial debt recovery by Seller's order.

7.4. In all cases the Buyer undertakes to comply with the regime of restrictive measures (sanctions) as well as rules for their implementation established by the legislation of the European Union and the Republic of Lithuania and applicable in the Republic of Lithuania, including but not limited, to comply with trade bans and restrictions on the export of products to the Russian Federation and the Republic of Belarus, when the purchased products are planned to be sold outside the European Union. In all cases, the Buyer is responsible and undertakes to compensate all losses suffered by the Seller (including, but not limited to fines received) due to the Buyer's failure to comply with this obligation.

7.5. The Seller is considered responsible only for direct loss occurred due to Seller's fault. Seller's biggest amount of liability in accordance with the sales contract of specific products cannot exceed the amount paid by the Buyer for respective products. Limitation is not applied in case Seller acted intentionally or in gross negligence.

7.6. The Buyer must immediately inform the Seller in writing about all changes to the requisites.

7.7. The Seller always has the right immediately, after informing in writing the Buyer, to suspend the performance of any of its obligations and/or any agreements, if the Buyer infringes any provisions of the contract (including these Rules).

7.8. All disputes arising between the Parties have to be settled acting in a good faith by the way of mutual negotiations. In case of failure to reach an agreement, disputes will be further settled in Kaunas District/Regional Court in accordance with the jurisdiction. The Seller also has the right upon ones' discretion to issue a claim in a competent court in accordance with Buyer's location of the registered office. Disputes will be settled in accordance with the law of the Republic of Lithuania.

7.9. The Seller has the right to unilaterally amend these Rules. Amendments become valid for all transactions concluded after the moment of publication. Amendments of the Rules are published according to the procedure established under Point 1.2 of the Rules.

7.10. If the agreement concluded between the Buyer and the Seller contains provisions not conforming with the Rules or contrary to the Rules, provisions of the Rules applies, if the agreement does not clearly agree on the non-application of specific provisions of the Rules.

7.11. In cases when in accordance with the requirements of valid legal acts the Seller must provide the Buyer with Material Safety Data Sheets (MSDS) of the sold products, the Parties agree that MSDS can be provided by sending them to any e-mail address of the Buyer. The Buyer obliges to ensure the possibility to receive Seller's sent MSDS on e-mail, to regularly check one's e-mail and obliges to take the entire responsibility for the loss in relation to breach of obligations or unduly fulfilment thereof.

7.12. Every time buying the products, the Buyer confirms and guarantees to the Seller that the Buyer is solvent and duly fulfils its obligations to other creditors. The Buyer must immediately inform the Seller in the event of a threat to the Buyer's solvency, as well as in the event that it does not have the ability to settle with first-order creditors.

7.13. In cases when the Buyer does not buy products from the Seller for more than two calendar years, the Seller has the right to consider any long-term cooperation contracts regarding product sale, as concluded with the Buyer, as null and void without a separate notice.

7.14. Any and all notices, consents and other information that the Seller may provide to the Buyer will be considered valid if they are sent to the e-mail address specified by the Buyer.