

## ***General Terms and Conditions***

### ***Terms and Conditions***

#### **1. Definitions**

1.1. In these conditions (unless the context indicates otherwise):

1. 'Buyer' means the person, firm or company with whom the Contract is concluded;
2. 'Company' means BaseinGO OÜ., with its registered offices in the Estonia and listed in the Chamber of Commerce under number: 16440184;
3. 'Company's Premises' means the premises mentioned in the Company's quotation or other contractual document with respect to the Goods, or in absence of such a mention it will mean the Company's premises at FLEX Logistics at Hillwood Logistics Park Kutno, BaseinGO 99-314 Kaszewy Koscielne, Kaszewy Koscielne 23B;
4. 'Contract' means the contract between the Buyer and the Company regarding the sale and delivery of Goods by the Company to the Buyer.
5. 'Goods' means the goods as accepted and confirmed by the Buyer to be the supplied pursuant to the Contract by the Company in one delivery or several partial deliveries;

1.2. Words in the singular shall include the plural and vice versa, references to any gender shall include the others and references to legal persons shall include natural persons and vice versa.

1.3. The headings in these conditions are intended for reference only and shall not affect their construction.

1.4. Although these conditions are drawn up in the English language, all defined and/or legal terms used in these conditions must be interpreted according to Estonian Law.

#### **2. General**

2.1. These conditions shall apply to the Contract to the exclusion of any other terms and conditions contained or referred to in any order, letter, form of contract or other communication sent by the Buyer to the Company and the provisions of these conditions shall prevail unless expressly varied in writing and signed by a director on the Company's behalf.

2.2. If a situation arises between the Buyer and the Company not regulated by these conditions, the situation must be assessed and resolved in the spirit of the conditions.

If the Company is not always strict adherence to these conditions, and any concession is made by the Company to the Buyer or any latitude is allowed, this shall not mean that these conditions do not apply, nor that the Company to any degree would lose any right given under these provision, nor loses the right to strict compliance to these conditions in other situations.

2.3. If in any particular case any of these conditions shall be or be held invalid or shall not apply to the Contract the other conditions shall continue in full force and effect.

#### **3. Orders**

3.1. Notwithstanding that the Company may have given a detailed quotation, no order shall be binding to the Company unless and until it has been confirmed in writing by the Company.

3.2. No liability for errors made by the Buyer prior to the realization of the Contract can be attributed to the Company. The Buyer indemnifies the Company for any claim made by a third party which are (fully or partly) the result of and/or caused by any error made by the Buyer as referred to hereinabove.

#### **4. Prices**

4.1. Unless otherwise agreed to by the Company in writing:

1. A) The price payable for the Goods (or any partial delivery) is the price specified by the Company in any quotation, tender or estimate submitted by the Company and accepted by the Buyer or (if there is no such quotation, tender or estimate) the price for the Goods as specified in the price list of the Company existing at the date of delivery of the Goods.

4.2 Unless otherwise confirmed in writing by the Company, all prices are ex-works (as defined in the Incoterms 2010) and exclusive of e.g. carriage packaging, delivery insurance, Value Added Tax and of any levy or other tax which may be payable in respect of the Goods, sale, delivery and/or export. All or several of the aforementioned elements will be specified if applicable in the Supply Contract. All prices of the Goods are in

EURO. In all cases, the buyer pays the taxes, levies, and any other costs related to copyrights in force in the buyer's country.

4.3 If the Goods are to be delivered by the Company to the buyer at any agreed or usual place for delivery, the Company will insure the Goods at the Buyer's expense whilst they are in transit, provided that the Buyer notifies the Company in writing and in good time that it requires such insurance.

#### **5. Additional costs**

5.1. The Buyer shall indemnify the Company in against any loss, cost or expense incurred by the Company as a result, directly or indirectly, of the Buyer's instructions or lack of instructions or through any failure or delay whatsoever in taking delivery or through any other act, negligence or default on the part of the Buyer, its agents, employees or other representatives.

#### **6. Intellectual property**

6.1. The Buyer shall indemnify the Company against all costs, claims, losses, expenses and damages incurred by the Company or for which it may be liable due to or arising directly or indirectly out of any infringement or alleged infringement of patents, trademarks, copyright, design right or other intellectual property right causes by the import, manufacture or sale and delivery of the Goods, if the Goods in question have been manufactured to the specification or special requirements of the Buyer.

#### **7. Terms of payment**

7.1. Unless the Company otherwise agrees in writing, the Buyer shall pay for the Goods in cleared funds either in advance upon placing an order or at any other time specified by the Company in its absolute discretion, save that payment shall become due and payable in any event forthwith upon the occurrence of any of the events referred to in clause 15 below. In the event that the Company agrees in writing to arrange the delivery of the Goods, the cost of carriage shall be paid by the Buyer under the same aforementioned conditions.

7.2. The buyer is liable for and shall pay any charges involved in the transfer of funds (i.e. BACS, T/T etc.).

7.3. If the Goods are delivered by means of several partial deliveries, the Company shall have the right to invoice each delivery separately. Payment of these invoices shall be due and payable when such delivery has been made available for collection, notwithstanding other partial deliveries are not yet available for collection or other default on the Company's part.

7.4. If upon the terms of the Contract the price for the Goods shall be payable by instalments or if the Buyer has agreed to take specified quantities of Goods at specified times, a default by the Buyer (i) in the payment of any due and payable amount or (ii) the failure to accept any quantity of Goods outstanding or (iii) to give the Company adequate instruction to allow the Company to arrange the delivery of the Goods, shall cause the whole of the balance of the price to become due and payable forthwith.

7.5. The price of the Goods shall be due in full to the Company in accordance with the terms of the Contract and the Buyer shall not be entitled to exercise any set-off, pledge or any other similar right or claim.

7.6. The time of payment shall be of the essence of the Contract.

7.7. Without prejudice to any other rights it may have, the Company is entitled (both before and after any judgement) to charge interest at a rate equal to the higher of the interest rate payable on court judgements or 2% above the base rate from time to time of European Central Bank (ECB) on overdue payments of the price of the Goods or the price of any instalments thereof.

#### **8. Dispatch**

8.1. Where the Goods are supplied for export from Poland, the Buyer shall be responsible for ensuring the compliance with any legislation or regulations governing the importation of the Goods into the Country of destination, and into any country through which the Goods are transported, and for the payment of any duties on or in respect of importation or transportation of the Goods. The Buyer is responsible for supplying satisfactory proof of export as required by current legislation.

8.2. All times, dates or periods given for delivery or collection of the Goods are given in good faith but without responsibility on the Company's part.

8.3. Any time specified for the delivery of the Goods are merely indicative and shall be non-binding to the Company. The time of payment is of essence of the Contract.

8.4. Any period for delivery or collection shall be calculated from the time of the Company's acceptance of the Buyers order in writing or from the Company's receipt of all information necessary to enable the Company to manufacture or procure the manufacturing of the Goods (whichever shall be the latest).

8.5. Any claim for shortage or for the loss or damage of the Goods incurred in transit of the Goods must be made immediately upon. A written claim confirmation for such shortage, loss or damage shall be sent by the Buyer to the Company within twenty-four (24) hours after the Buyer received the Goods. All other claims, including claims for alleged defective Goods, must be made in writing within five (5) days after the Buyer receives the Goods. All claims not made in writing and received by the Company within the time periods specified above shall be deemed waived. No claim will be allowed or returned Goods accepted if the Goods have been treated or processed in any manner, except upon proof satisfactory to the Company of the existence of a latent defect not ascertainable before treating or processing and then only if such proof is submitted within fifteen (15) days after such defect becomes apparent.

8.6. In the event of a valid claim for defect, loss, damage, or non-compliance with the Contract, the Company is obliged to supplementary performance, at the Company's choice either through the delivery of fault-free replacement Goods or through reworking, in which case the Goods under complaint become the Company's property. The Company shall not be liable for such loss or damage to the Buyer or non-compliance of the Goods.

8.7. If for any reason the Buyer is unable to collect or accept delivery of the Goods at the time when the Goods are due and ready for collection or delivery, the Company may at its sole discretion without prejudice to its other rights and for such periods as the Company may determine store the Goods at the Buyer's risk and take all reasonable steps to safeguard and insure these at the Buyer's cost, provided that the Buyer shall be immediately informed thereof. The Company has the right to charge the Buyer an Administration/Restocking charge for the Goods not collected by the Buyer or for which the Buyer refused delivery.

8.8. The Company has the right to make the Goods available for collection or deliver the Goods to the Buyer on one delivery or several partial deliveries of such quantities and at such intervals as it may decide, and any express provision as to the partial deliveries in the Contract shall be in addition to and not in derogation of this right.

## 9. Returns

9.1. Goods supplied in accordance with the Contract cannot be returned without the Company's prior written authorization. Authorization by the Company may be issued upon receipt, from the Buyer of documentary evidence regarding the purchase, details of defect and stock code of the alleged defective Goods. The Company will give the Buyer a return of Goods authorization number in relation to authorised returns. Duly authorised returns shall be sent to the Company's Premises at the Buyer's expense and must be clearly marked externally with the authorised return number provided by the Company.

9.2. The Buyer shall be liable to pay an additional payment to cover the Company's administration charges in the event that any Goods returned to the Company pursuant to Condition 9.1 above prove not to be defective.

## 10. Passing of risk and retention of title

10.1. From the time that the Goods are dispatched from or made ready for collection at the Company's Premises, the risk of damage to or loss of the Goods shall pass to the Buyer, who from then on shall be solely responsible for their custody and maintenance.

10.2. Notwithstanding the forgoing the Goods shall, unless otherwise agreed to in writing by the Company, remain the property of the Company until all payments to be made by the Buyer under the Contract and/or any other contract between the Company and the Buyer and/or on any other account whatsoever have been made in full and unconditionally. Whilst the Company's ownership continues, the Buyer shall keep the Goods labelled as belonging to the Company and separate and identifiable from all other goods in its possession as keeper for the Company.

10.3. The Buyer may only resell the Goods to the Buyer's customers in the ordinary course of the Buyer's business as a fiduciary and trustee for the Company.

10.4. Pending payment of the full price of the Goods the Buyer shall at all times keep the Goods adequately insured against loss or damage by accident, fire, theft and other risks usually covered by insurance in the type of business carried on by the Buyer in an amount at least equal to the balance of the price for the same from time to time remaining outstanding. The policy shall bear an endorsement recording the Company's interest. The Buyer will provide the Company with documentary evidence proving that the insurance premiums are paid in full by the Buyer.

## 11. Condition and Warranties

11.1. The Contract shall not constitute a sale by description or sample. The specifications as set out in the Contract are binding. Any sample is merely indicative.

11.2. Any conditions or warranties (whether explicitly or implicitly by statute, law, arising from conduct or a previous case of dealing, or trade custom, usage or otherwise) as to the quality of the Goods, their fitness for any particular purpose (even if that purpose is made known explicitly or implicitly) or as to the correspondence of the Goods with any description or sample are hereby excluded.

## **12. Defective Goods**

12.1. Nothing herein shall impose any liability upon the Company in respect of any defect in the Goods arising out of the acts, omissions, negligence or default of the Buyer, its agents, employees or other representatives including in particular (but without prejudice to the generality of the foregoing) any failure by the Buyer to comply with any recommendations of the Company or manufacturer as to the storage and handling of the Goods.

12.2. A defect in an instalment of Goods shall not be a ground for cancellation of the remainder of the instalments and the Buyer shall be bound to accept the remaining instalments.

## **13. Default or insolvency of Buyer**

13.1. If the Buyer is in breach of any of its obligations under the Contract, any of the Buyer's property or assets are seized or if voluntary or involuntary proceedings by or against a party are instituted in bankruptcy under any insolvency law, or a receiver or custodian is appointed for such party, or proceedings are instituted by or against such party for corporate reorganization or the dissolution of such party, which proceedings, if involuntary, shall not have been dismissed within sixty (60) days after the date of filing, or if such party makes an assignment for the benefit of creditors, or substantially all of the assets of such party are seized or attached and not released within sixty (60) days thereafter, the Company has the right to at its discretion and without prejudice to any other right or claim, by notice in writing, determine to wholly or partly terminate any and every Contract between the Company and the Buyer or the Company may (without prejudice to the Company's right subsequently to determine the Contract for the same cause should it so decide) by notice in writing suspend delivery or any further deliveries (as the case may be) of the Goods until any default by the Buyer be remedied.

## **14. Limitation of Liability**

14.1. The company is only liable for direct damages. Liability for consequential damages, including lost profits, consequential loss, lost savings and damage due to business stagnation, is expressly excluded.

Direct damage shall be understood to be exclusively the reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to damage in the meaning of these conditions, any reasonable costs made to the company's faulty performance of the contract, is so far as this can be attributed to the company and reasonable cost incurred to prevent or limit the direct damage as meant in these conditions.

Unless mandatory Estonian law prescribes otherwise, the aggregate liability of the company (whether in contract or for negligence or breach of statutory law or otherwise) to the buyer for any loss or damage of whatsoever nature and howsoever caused shall be limited to and in no circumstances shall exceed the price of the goods.

## **15. Representations**

15.1. No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Company's agents or employees shall be construed to enlarge, vary or override in any way any of the clause of these conditions.

## **16. Force Majeure**

16.1. The Company shall be entitled to delay or cancel the performance of its obligations under the Contract and these conditions if and to the extent that it is prevented from or hindered in or delayed in manufacturing, obtaining, delivering or making available for collection the Goods by normal route or means of delivery through any circumstances beyond its control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery or shortage or unavailability of raw materials from normal sources of supply.

## **17. Cancellation**

17.1. Subject to clauses 13 and 16 of these conditions no Contract can be cancelled and/or terminated by neither party, except by agreement in writing of both parties and upon the payment from the Buyer to the

Company of such amount as may be necessary to fully indemnify the Company against all loss resulting from the said cancellation and/or termination.

#### 18. Third parties

18.1. The Company has the right to engage and/or use third parties to fulfil all or any of her obligations under the Contract, assignment or any of her obligations under the Contract to a third party or sub-contract all or any of her obligations to any third party.

#### 19. Dispute resolution

19.1. The law of Estonia exclusively applies to these conditions and any Contract to which these conditions are applicable.

19.2 In case of dispute, Parties shall first make every effort to enter into negotiations and attempt to settle the dispute.

19.3 All disputes arising from these conditions and or any Contract between the Buyer and the Company, shall in the first instance be exclusively submitted to the competent.

19.5 The Company has the right to also approach the competent judge of the country in which the Buyer has its statutory seat for interim injunction proceeding and/or to acquire any provisional relief.

## ***Returning and warranty***

BaseinGO Procedure for RMA Requests & Returns

Most of the products bought from BaseinGO can be claimed directly with the manufacturer for service, this guarantees the fastest solution. If you still want to return the goods to BaseinGO please follow the instructions below.

#### **Submit RMA Request**

RMA requests should be submitted by email: [rma@baseingo.com](mailto:rma@baseingo.com)

Items must meet the following requirements in order to be processed:

The item must be bought from BaseinGO OÜ and should be matched with the original invoice which can be downloaded from our website.

The item should pass the serial number check.

The item may not have physical damage and should have been used.

The item should have been used for the particular purpose provided by the manufacturer. Note that goods which have been used for 'mining' or 'farming' could be excluded from warranty.

All manufacturer labels and stickers must be present and intact.

#### **PACKAGING AND SHIPPING INSTRUCTIONS**

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When shipping RMA goods, it is important to note the following:

Items must be sufficiently protected by packaging materials and placed securely in a box. All items with physical damage due to insufficient packaging/transport damage, will not be accepted and will be returned to the customer.

Items must be shipped back with all accessories supplied, especially for the following items:

All AMD box model CPU's require the cooler to be included.

All motherboards require the battery to be installed, and models with an LGA 775 socket must have the protective plastic cap placed on the socket.

Memory kits of 2 always need to be returned complete, even if there is only 1 defect module.

All RMA numbers must be clearly marked on the outside of the box.

When a shipment contains multiple RMA case numbers, it is important to note the following:

Every item must be separately packed and marked with its corresponding RMA number. It must be clear which product belongs to what RMA case.

Additional items sent back which have not been authorised for return, will not be returned to the customer and must be collected at customer's expense.

RMA shipments must be sent to the following address:

FLEX Logistics at Hillwood Logistics Park Kutno, BaseinGO OÜ  
99-314 Kaszewy Koscielne, Kaszewy Koscielne 23B,  
Poland

Upon issue of RMA returns number, this number will be valid for 7 days only and defective products must be delivered to the stated address within this period.

**REPLACEMENT OR CREDIT**

BaseinGO OÜ will try to process all items asap but please understand that a certain time is required in order to process your goods depending on the different procedures from different manufacturers.

BaseinGO will follow the solution provided by the manufacturer which can be a direct exchange, repaired item, credit note or rejection of the returned item.

On issue of credit note, the credit price will be at the original purchase price or at the current market value, which will be decided by BaseinGO OÜ.

For questions please contact us on

Customer Services

Email: [rma@baseingo.com](mailto:rma@baseingo.com)

**03.05.2023**