

Standard terms of the transaction

1. Scope of the standard terms of the transaction

Supplies, offers, acceptances and actions of Forester are the subject of the contract and are governed by these standard terms of the transaction (hereinafter referred to as STT). STT applies to all commercial relationships between Forester and the customer. Before concluding a contract, each client must take note of the STT, which are published in the Internet (www.forester.ee) and are in the public domain. These STT are deemed to be accepted from the moment Forester enters into a commercial relationship with the client and are an integral part of the contract.

Any changes to the STT must be agreed between Forester and the client in writing or by e-mail.

2. Conclusion of a contract

The contract is considered concluded from the moment the client expresses his wishes for the purchase, delivery and/or service in relation to Forester (offer), and Forester, in turn, confirms this offer in writing or by e-mail (acceptance). This offer and acceptance can be recorded on paper in a bilateral written agreement.

3. Price and payment of the purchase price

Products are shipped at prices and on terms agreed in the price offers for each batch. The price is valid for 30 days from the date of the Forester price offer in writing or by e-mail to the client.

The price can be reduced or increased by agreement of the parties without changing the quantity and quality of the supplied goods stipulated by the contract.

The purchase price is paid by the client by bank transfer to the Forester account according to the submitted invoice or price offer.

If, after paying the deposit, the client refuses the subject of the contract, then Forester has the right to the deposit.

Other payments, installments or the provision of a loan must be negotiated separately.

If the client doesn't pay for the goods within the agreed time frame, Forester has the right to demand from the client the payment of a fine in the amount of 20% of the value of the goods unpaid on time.

4. Procedure, terms, conditions of delivery and acceptance

Delivery times are indicated in quotations in writing or by e-mail. Forester is entitled to partial deliveries and partial performances, unless otherwise agreed in a binding manner.

If Forester has comprehensively notified the client about the difficulties encountered with the delivery of the goods within the period specified in the contract, then the client cannot make claims regarding the delay, and Forester is released from liability for losses incurred in the event of delay in deliveries and performance. It follows that the customer's claims for damages are excluded.

Innocent delays in work at its own or in other people's enterprises, on which the production and delivery of the subject of the contract largely depend, exempt Forester from meeting delivery and execution deadlines.

Forester will not be liable for full or partial failure to fulfill obligations under the contract if the failure is caused by force majeure, namely: flood, fire, earthquake, pandemic and other natural disasters, as well as war or military action, government prohibitive measures arising after conclusion of the contract. If any of these circumstances directly entailed failure to fulfill the obligations under the contract within the term, then this period shall be proportionally postponed for the duration of the relevant circumstance. As such, the customer must provide Forester with a reasonable grace period for the delivery of the goods.

If the goods are delivered to the client's warehouse by vehicles hired by Forester, the transport company bears all the risks of delivering the goods. The customer is obliged to arrange for the proper unloading of the goods in cooperation with the transport company. Losses incurred during the transportation of goods must be claimed by the client from the transport company.

5. Elimination of defects, factory warranty

Defects are first and foremost notified to Forester immediately in writing. The warranty conditions are described in the instruction manual attached to the product. Forester will not be held liable for damage caused by non-compliance with the operating and safety instructions.

Forester reserves the right to claim reimbursement from the customer for costs incurred as a result of processing the customer's inappropriate warranty claims.

6. Restriction of ownership

Ownership of the subject matter of the contract passes to the customer upon full payment of the purchase price. Only after the purchase price has been paid in full, the client has the right to alienate the subject of the contract, process it or link it with other things.

Partial ownership and the risk of accidental loss or damage to the goods passes to the client from the moment the subject of the contract is removed from the Forester warehouse.

In the event that the customer's behavior does not comply with the contract, Forester has the right, among other things, to claim the subject of the contract and to file a claim for damages or withdraw from the contract.

7. Final provisions

STT are issued in different languages. In case of disagreement between the parties, the copies in Estonian are legally significant.

In everything that is not provided for by the STT and the agreement, the parties are guided by the legislation of the Republic of Estonia.

The parties are responsible for non-disclosure of commercial secrets that have become known to them in the course of mutual commercial relations.

The dissemination of defamatory information, including leaving negative reviews about the Forester product and activities on the Internet and in the media, as well as the use of the Forester logo and trademark for the purpose of defiling reputation or profit, entails administrative liability (a fine of 300,000 euros) and criminal liability in accordance with the legislation of the Republic of Estonia.

In the event of a change in the location, name of any of the parties, as well as in the event of reorganization, it is obliged to notify the other party in writing within ten days.

The parties are obliged to take measures for the voluntary settlement of all disputes and disagreements that may arise in connection with the execution of the contract. In case of failure to reach an agreement, all disputes and disagreements are subject to consideration in accordance with the laws of the Republic of Estonia, in the Tartu City Court. Forester reserves the right to bring claims to all other courts as well, where legally possible.