AValueA OÜ — AVA Trading
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COMMERCIAL TERMS

General Purchase & Sales Conditions

Edition November 2026 · applies to all purchases and sales by AValueA OÜ

These General Purchase & Sales Conditions (the “Conditions”) are issued by AValueA OÜ, trading as AVA Trading (“AVA”). They are intended to apply to every purchase and sale of goods by AVA, whether AVA acts as buyer or seller. The transaction-specific purchase order, sales confirmation, pro-forma invoice or contract (the “Contract”) identifies the goods, quantity, price, currency, delivery point, Incoterm and any agreed special terms.

01. DEFINITIONS AND INTERPRETATION

“AVA” or “Company” means AValueA OÜ, a private limited company registered in Estonia, trading as AVA Trading (VAT: EE102989650). “Counterparty” means the Buyer when AVA sells Goods and the Seller when AVA purchases Goods. “Buyer” means the party buying Goods from AVA. “Seller” means the party supplying Goods to AVA. “Goods” means all commodities, ingredients, products, materials, packaging and related items supplied under a Contract. “Contract” means a purchase order, sales confirmation, accepted offer, pro-forma invoice or other written agreement for a transaction. “Specification” means the written product, quality, grade, origin, packaging, labelling and documentary requirements agreed for the Goods.

Headings are for convenience only. “Including” means “including without limitation”. A reference to legislation includes amendments and replacements. A reference to writing includes email and other durable electronic communication. Singular includes plural and vice versa.

02. APPLICATION, PRIORITY AND CONTRACT FORMATION

These Conditions apply to all quotations, offers, negotiations, purchase orders, sales, deliveries and other transactions involving AVA, unless AVA expressly agrees otherwise in a written document issued or approved by an authorised AVA representative. They apply whether or not attached to each order, provided they have been supplied, made available or referenced before or at the time the Contract is formed.

A Contract is formed when AVA (as buyer) issues or confirms a purchase order, or when a Buyer accepts AVA’s offer, sales confirmation or pro-forma invoice, in each case in writing. A Contract may also be formed by the Counterparty’s written acceptance, payment, dispatch, collection, delivery or other conduct clearly indicating acceptance of the transaction. No wet-ink signature is required. Silence alone does not constitute acceptance.

The Contract’s expressly agreed transaction details prevail over these Conditions only to the extent of a direct and unavoidable conflict. Any amendment, waiver or additional term is effective against AVA only if expressly accepted in writing by an authorised AVA representative. Counterparty terms, including terms printed on acknowledgements, invoices, delivery notes, portals or websites, are rejected and shall not apply merely because AVA does not object to them.

An order, forecast, indication of interest or preliminary discussion is not binding on AVA unless and until a Contract is formed. AVA may correct clerical, typographical or obvious pricing errors before acceptance. AVA may make a Contract conditional upon satisfactory credit, compliance, source, product, insurance or documentary checks.

03. PRICE, TAXES AND COST ADJUSTMENTS

Prices, currency, quantity and payment terms are those expressly stated in the Contract. Unless expressly stated otherwise, prices exclude VAT, customs duties, import/export charges, levies, inspection fees, bank charges, insurance, freight, storage, demurrage and other transaction costs, which shall be borne by the party identified in the Contract or, if not identified, by the party responsible for the relevant activity under the agreed Incoterm and applicable law.

Where, after the Contract is formed, there is a change in law, tax, duty, sanction, freight, insurance, energy, packaging, raw-material or other objectively verifiable cost that materially affects performance, AVA may request an equitable price or delivery adjustment. If the parties do not agree within five (5) business days, AVA may suspend the affected performance or cancel the affected unperformed part without liability, subject to payment for Goods already delivered and costs properly incurred and evidenced.

A quotation is valid only for the period stated in it. If no period is stated, it may be withdrawn by AVA at any time before acceptance. Unless expressly guaranteed in the Contract, estimated weights, yields, availability, shipment dates and market prices are indicative only, subject to the tolerances and trade practices expressly agreed.

04. PAYMENT, CREDIT AND SECURITY

Payment shall be made in cleared funds, in the Contract currency, to the bank account stated on AVA's invoice. Payment is due strictly on the date stated in the Contract or invoice. Time for payment is of the essence. A payment is not received until irrevocably credited to AVA's nominated account, without deduction, withholding, counterclaim or set-off, except where a deduction is mandatorily required by law.

Unless AVA has expressly approved credit terms in writing, AVA may require full prepayment, a deposit, payment against documents, a bank guarantee, standby letter of credit or other security acceptable to AVA before purchasing, releasing, dispatching or delivering Goods. Any credit facility is discretionary, transaction-specific and may be reduced, suspended or withdrawn by AVA at any time where reasonably justified by payment history, credit information, exposure, market conditions or a material change in risk.

AVA may suspend manufacture, procurement, loading, dispatch, delivery, release of documents or further orders immediately if any amount is overdue, a credit limit is exceeded, security is not provided or maintained, or AVA reasonably believes that the Counterparty may be unable or unwilling to pay or perform. Such suspension does not constitute AVA's breach. The Counterparty shall reimburse reasonable resulting storage, handling, demurrage, financing and other direct costs.

Overdue sums shall bear interest from the due date until payment in full at the rate of eight (8) percentage points per annum above the European Central Bank main refinancing rate, or the maximum statutory commercial late-payment rate available to AVA if higher, to the extent permitted by applicable law. Interest accrues daily. The debtor shall also pay reasonable recovery costs and any fixed compensation recoverable under applicable law.

If the Counterparty disputes an invoice, it must notify AVA in writing within five (5) business days of receipt, giving detailed reasons and supporting evidence. The undisputed portion remains payable on time. Failure to dispute within that period does not waive a claim that cannot lawfully be waived, but does not permit withholding undisputed sums.

AVA may apply payments received to any due debt owed by the Counterparty to AVA, in the order AVA reasonably chooses, subject to mandatory law. AVA may require payment of all outstanding amounts immediately if the Counterparty becomes insolvent, materially breaches a Contract or its credit risk materially increases.

05. TITLE, RISK AND SECURITY OVER GOODS

Risk of loss or damage passes in accordance with the Incoterm expressly stated in the Contract. If no Incoterm is stated, delivery shall be DAP to the named destination under Incoterms® 2020, unless mandatory law requires otherwise. The named place, version and any amendments to the standard Incoterm must be stated clearly in the Contract.

Where AVA sells Goods, legal and beneficial title shall remain with AVA until AVA has received full and irrevocable payment of all amounts due for those Goods. Until title passes, the Buyer shall keep the Goods identifiable, properly stored, insured and separate where reasonably practicable; shall not pledge, encumber or use them as security; and shall notify AVA immediately of any seizure, attachment or third-party claim. To the extent permitted by law, AVA may require the Buyer to make the Goods available for collection following default. The Buyer shall provide reasonable access for that purpose.

The Buyer shall not resell, process, mix or incorporate unpaid Goods before paying for them unless AVA has expressly authorised this in writing. If such resale or processing is authorised, the Buyer shall, to the extent legally effective, hold the identifiable proceeds or resulting receivables for AVA and account for them promptly. This clause does not create a security interest or proprietary right where such right is not recognised or perfected under applicable law; the parties shall execute reasonable additional documents if required to give effect to the agreed security, subject to law.

Where AVA purchases Goods, title shall pass to AVA free from all liens, retention rights, security interests and third-party claims at the earlier of payment or delivery, to the extent permitted by applicable law and the Contract. The Seller shall disclose any third-party ownership or security interest before dispatch and shall procure its release before delivery.

06. DELIVERY, COLLECTION AND TRANSPORT

Delivery shall be made in accordance with the Incoterm, named place and delivery window stated in the Contract. The Incoterms® 2020 rules apply unless the Contract expressly specifies another edition. The Counterparty shall comply with all operational instructions, booking slots, loading rules, vehicle/container requirements, temperature conditions and document deadlines reasonably notified by AVA.

Delivery dates are binding only if expressly described as firm in the Contract. Otherwise, dates and schedules are estimates. A party affected by a delay shall notify the other promptly, explain the cause and expected duration, and take reasonable steps to mitigate it. If AVA is the seller, AVA shall not be liable for delay to the extent caused by suppliers, carriers, port or terminal congestion, customs, inspection, shortages, public authorities, the Buyer or events beyond AVA's reasonable control. This does not excuse payment for Goods already delivered.

Where the Buyer fails to accept, collect, unload or provide instructions for Goods when due, AVA may store, insure, redirect, resell or otherwise deal with the Goods, at the Buyer's risk and cost, to the extent permitted by law. The Buyer shall pay reasonable additional freight, handling, storage, demurrage, detention, waiting time, redelivery, disposal and administration costs, together with any proven loss caused by the failure. AVA may treat a failure to take delivery as a material breach if not remedied promptly after notice.

Where AVA buys Goods, the Seller shall not dispatch early, late, in instalments, by a different route or from a different origin without AVA's prior written approval. The Seller shall promptly notify AVA of any anticipated delay or shortfall. AVA may reject unauthorised partial or excess deliveries and may require the Seller, at its cost, to collect non-conforming or unauthorised Goods.

The party responsible for export clearance, import clearance, licences, duties and transport insurance shall be determined by the agreed Incoterm and applicable law. Each party shall provide reasonable cooperation and accurate information required for customs, safety, traceability and transport documentation.

07. QUALITY, SPECIFICATION, INSPECTION AND CLAIMS

Goods supplied to AVA must strictly conform to the Contract and Specification, including agreed grade, variety, origin, crop/year, moisture, purity, foreign matter, residue limits, microbiological criteria, contaminants, allergens, sensory attributes, packaging, weight, shelf life and all other stated parameters. No substitution, blending, reconditioning, change of origin, production site or specification is permitted without AVA's prior written approval.

Where AVA sells Goods, the Buyer must inspect the Goods promptly on arrival and before processing, mixing, repacking or resale. Claims for visible defects, shortages, damage or apparent non-conformity must be notified in writing within five (5) business days after delivery. Claims for latent defects must be notified within five (5) business days after discovery and, in any event, before expiry of the stated shelf life and no later than thirty (30) calendar days after delivery, unless a longer period is mandatory by law or expressly agreed. The Buyer must preserve the Goods, packaging, labels, seals and samples and take reasonable steps to mitigate loss.

Every claim must identify the Contract, lot/batch, quantity affected, nature and extent of the alleged defect, date of discovery, storage and handling history, photographs, relevant temperature records and supporting test results from an appropriately accredited independent laboratory where testing is relevant. AVA may inspect, sample and arrange independent testing. The parties shall cooperate in appointing an accredited laboratory; absent agreement, AVA may nominate one, without prejudice to either party's right to challenge the result on substantiated grounds.

A claim shall not be accepted to the extent that the alleged defect or loss is caused by improper transport, unloading, storage, temperature control, handling, contamination after risk passed, repacking, processing, mixing, alteration, normal deterioration, failure to follow instructions or failure to mitigate. The Buyer shall not destroy, return, dispose of, rework or discount the Goods without AVA's prior written consent, except where urgently required by law or to protect health or safety; in that case the Buyer must notify AVA immediately and preserve evidence where possible.

Where AVA buys Goods, AVA may inspect or test the Goods at origin, during loading, in transit where practicable, and at destination. Any inspection, sampling, payment, certificate or acceptance at one stage does not waive defects that could not reasonably have been discovered at that stage. The Seller shall provide reasonable access to its premises, records, production and storage facilities, subject to safety and confidentiality requirements.

If Goods supplied to AVA are non-conforming, AVA may, at its election and without limiting other remedies: reject all or part of the shipment; require prompt replacement or cure at the Seller's cost; require a full or partial refund; procure substitute goods and recover the reasonable additional cost; require collection and disposal at the Seller's cost; or accept the Goods subject to an agreed price reduction. The Seller shall reimburse reasonable inspection, testing, transport, storage, handling, recall and other direct costs resulting from the non-conformity. AVA's exercise of one remedy does not waive other remedies for separate loss or breach.

08. SELLER WARRANTIES AND SUPPLIER INDEMNITY

When AVA is the Buyer, the Seller warrants on each delivery and throughout the applicable shelf life, to the extent relevant to the Goods, that: (a) it has good title and full authority to sell the Goods free of liens and third-party rights; (b) the Goods are genuine, new or of the expressly agreed condition, merchantable and fit for any purpose expressly made known to and accepted by the Seller; (c) the Goods strictly comply with the Contract and Specification; (d) the Goods are safe, wholesome, traceable and compliant with all applicable laws in the country of origin, transit and destination, including applicable EU food/feed safety, hygiene, labelling, contaminants, pesticide-residue and maximum-residue requirements; (e) all information, declarations, certificates and records are complete, accurate, valid and not misleading; and (f) production, storage, handling and transport have been carried out under appropriate documented quality and food-safety systems.

The Seller shall maintain all permits, registrations, approvals, HACCP-based procedures and other legally required systems and shall provide evidence on request. Where relevant to the product or Contract, the Seller shall maintain current BRCGS, IFS, FSSC 22000, organic, halal, kosher or equivalent certifications expressly agreed in writing. No certification shall be represented as held unless current and verifiable.

The Seller shall immediately notify AVA of any actual or suspected contamination, safety incident, regulatory investigation, withdrawal, recall, certificate suspension, loss of traceability, origin discrepancy, fraud, adulteration or other matter that may affect the Goods or AVA's ability to trade them. The Seller shall preserve relevant samples and records and cooperate fully with AVA, competent authorities and customers. The Seller shall indemnify and keep AVA, its affiliates, directors, employees and customers indemnified against third-party claims, recalls, withdrawals, regulatory action, fines to the extent legally recoverable, product liability, property damage, personal injury, reasonable legal and professional costs, and direct losses and expenses arising from the Seller's breach, negligence, wilful misconduct, defective or unsafe Goods, inaccurate documents, infringement of third-party rights or failure to comply with law. This indemnity does not apply to the extent the relevant loss was caused by AVA's own breach or negligence. AVA

shall give reasonable notice of a claim, but delay in notice shall relieve the Seller only to the extent materially prejudiced.

09. DOCUMENTATION, TRACEABILITY AND AUDIT

The Seller shall provide, by the deadline stated in the Contract and in any event before or at dispatch where required for lawful movement or release, all documents agreed for the Goods. These may include commercial invoice, packing list, bill of lading/CMR, certificate of origin, certificate of analysis, phytosanitary or health certificate, customs documents, allergen statement, GMO statement, pesticide-residue results, organic transaction certificate, batch/lot details and other product-specific documents.

All documents must be genuine, accurate, complete, consistent with the Goods and issued by a competent or accredited body where required. AVA may withhold payment or suspend release or onward delivery where essential documents are missing, defective, inconsistent or reasonably suspected to be false, without being in breach. The Seller shall promptly correct or replace defective documents at its cost.

The Seller shall maintain complete records enabling one-step-back and one-step-forward traceability, including source, origin, producer, production site, lot, processing, storage, transport and customer records, for at least the period required by law and, where no period is prescribed, for five (5) years after delivery or the shelf life plus two (2) years, whichever is longer. Copies shall be provided to AVA promptly on request.

On reasonable notice, AVA or its appointed auditor may audit relevant facilities, systems, records and controls to verify compliance with the Contract. In urgent cases involving food safety, fraud, sanctions or suspected serious breach, AVA may require immediate remote evidence or an expedited inspection. Audits shall be conducted reasonably and subject to site safety and confidentiality rules. The Seller shall promptly remedy identified material non-conformities at its cost.

10. CUSTOMER OBLIGATIONS AND RESALE

When AVA sells Goods, the Buyer is responsible for ensuring that the Goods are suitable for its intended use and destination market, except to the extent AVA has expressly warranted a specific use or regulatory requirement in the Contract. The Buyer shall obtain and maintain all import permits, registrations, licences and approvals allocated to it under the Incoterm or applicable law, and shall provide accurate consignee, customs, end-use and delivery information.

The Buyer shall not alter, remove or obscure batch codes, origin statements, labels, safety information or traceability marks, or make claims about the Goods that are inconsistent with AVA's documentation or the applicable Specification. The Buyer shall store, handle, transport and resell the Goods in accordance with the Specification and applicable law, and shall maintain traceability records and suitable product liability insurance.

The Buyer shall promptly notify AVA of any complaint, suspected safety issue, authority inquiry, withdrawal or recall relating to the Goods and shall not make admissions, settle claims or issue public statements attributing fault to AVA without AVA's prior written consent, except where disclosure is legally required. The parties shall cooperate in good faith on any legally required withdrawal or recall.

11. PRODUCT RECALL, WITHDRAWAL AND EMERGENCY RESPONSE

Each party shall maintain a documented product incident and recall procedure appropriate to its role. A party becoming aware of an actual or suspected safety, authenticity, contamination, labelling or regulatory issue shall notify the other immediately and provide all relevant information. Neither party shall unreasonably delay urgent action required to protect health, safety or comply with a competent authority.

The party whose act, omission, breach or supplied Goods caused the recall or withdrawal shall bear the reasonable and evidenced costs to the extent attributable to it, including traceability, testing, notification, collection, transport, storage, destruction, replacement, customer communication and professional advice. Where responsibility is disputed, the parties shall cooperate to minimise harm and reserve their rights pending investigation. Nothing in this clause prevents a party from taking immediate action required by law.

12. INSURANCE

When AVA is the Buyer, the Seller shall maintain insurance with reputable insurers appropriate to the Goods and its business, including product liability and public liability cover, and where relevant product recall, cargo and employer liability cover. On request, the Seller shall provide certificates of insurance and evidence that premiums are paid. Insurance does not limit the Seller's contractual liability.

When AVA is the Seller, AVA shall maintain such insurance as it considers commercially appropriate. The Buyer shall maintain adequate insurance for the Goods from the time risk passes to it, including during storage and onward transport, and shall provide evidence on reasonable request.

13. CONFIDENTIALITY, NON-CIRCUMVENTION AND INTELLECTUAL PROPERTY

Each party shall keep confidential all non-public commercial, technical and operational information received from the other, including prices, margins, customer and supplier identities, specifications, volumes, forecasts, contracts, logistics routes, documents and business opportunities ("Confidential Information"). It shall use Confidential Information only to perform or evaluate the relevant

Contract, restrict access to personnel and advisers who need to know and are bound by confidentiality obligations, and not disclose it to any third party without prior written consent except as required by law.

The confidentiality obligations do not apply to information the receiving party can demonstrate was lawfully public, already known without restriction, independently developed without use of the Confidential Information, or lawfully received from a third party. A party required by law to disclose information shall, where legally permitted, give advance notice and disclose only what is required. These obligations continue for five (5) years after the relevant disclosure; trade secrets remain protected for as long as they qualify as trade secrets.

For twenty-four (24) months after AVA introduces a specifically identified supplier, customer or business opportunity to the Counterparty in writing in connection with a Contract, the Counterparty shall not knowingly use AVA's Confidential Information or introduction to bypass AVA in relation to that same identified opportunity, or solicit the introduced party to exclude AVA from the transaction. This restriction does not apply to relationships the Counterparty can prove were active and independently documented before AVA's introduction, general marketing not targeted at the introduced party, or dealings approved by AVA in writing. The parties intend this clause to protect legitimate commercial relationships and confidential information and it shall be limited or severed to the extent required by applicable competition or other mandatory law.

No party acquires ownership of the other party's trademarks, trade names, specifications, documents or intellectual property by virtue of a Contract. No party may use AVA's name, logo or brand in publicity or marketing without AVA's prior written consent.

14. COMPLIANCE, SANCTIONS, ANTI-BRIBERY AND SOURCE OF GOODS

Each party shall comply with applicable laws and regulations relating to sanctions, export controls, customs, anti-money laundering, anti-bribery, modern slavery, competition, employment, environmental protection and product safety. Each party warrants that neither it nor, to its knowledge after reasonable enquiry, its beneficial owners or persons controlling the transaction are subject to sanctions that would make performance unlawful.

The Counterparty shall provide accurate information concerning its legal identity, beneficial ownership, banks, source of funds, source and origin of Goods, production sites, transport route, end user and intended use, as reasonably requested by AVA. AVA may conduct due diligence and screening and may suspend, refuse, reject or cancel a transaction where information is missing, inconsistent, unverifiable or raises a reasonable compliance concern.

The Seller shall not change the declared country of origin, producer, production site, route or source of Goods without AVA's prior written approval. The Seller shall not offer, pay, request or accept any improper payment, kickback or advantage in connection with a Contract.

If AVA reasonably determines that proceeding may expose it or its group to sanctions, regulatory, fraud, reputational or financial crime risk, AVA may suspend performance while it investigates and may cancel the affected Contract if the concern is not resolved to AVA's reasonable satisfaction. AVA shall not be liable for losses arising from a suspension or cancellation made in good faith to comply with law or manage a reasonable compliance risk, except to the extent such limitation is prohibited by law.

15. DEFAULT, SUSPENSION AND TERMINATION

A party may terminate the affected Contract by written notice if the other party commits a material breach and, where capable of remedy, fails to remedy it within seven (7) calendar days after receiving written notice. AVA may terminate immediately by written notice if the Counterparty: (a) fails to pay an amount when due; (b) fails to provide required security; (c) becomes insolvent, suspends payments, enters liquidation, administration or analogous proceedings, or ceases or threatens to cease business; (d) commits fraud, misrepresentation, serious compliance breach or deliberate document falsification; (e) supplies unsafe, counterfeit, adulterated or materially non-conforming Goods; or (f) undergoes a change of control or ownership that materially increases risk, where legally permitted.

AVA may suspend any Contract, order, delivery or further business while investigating a suspected material breach, payment default, credit deterioration, sanctions concern, safety incident or documentary irregularity. Suspension shall be proportionate and reviewed promptly. The Counterparty shall continue to perform unaffected obligations, including payment for Goods already delivered.

On termination, the Counterparty shall immediately pay all sums due, return or destroy Confidential Information on request, cease unauthorised use of AVA's intellectual property and cooperate in an orderly handover. Termination does not affect accrued rights, payment obligations, remedies or clauses intended to survive, including confidentiality, indemnity, liability, dispute resolution and payment.

16. CANCELLATION, RESALE AND MITIGATION

A Buyer may not cancel, reduce, defer or amend an accepted order without AVA's prior written consent. If AVA consents, the Buyer shall reimburse AVA for reasonable and evidenced costs, commitments, supplier cancellation charges, transport, storage, financing, handling and any direct loss resulting from the change, less costs reasonably avoided or recovered by AVA.

If a Counterparty repudiates or fails to perform, AVA may, without prejudice to other remedies, suspend performance, source substitute Goods, resell or redirect Goods, cancel the affected quantity and recover the reasonable additional costs and direct losses caused by the breach. AVA shall take reasonable steps to mitigate loss. No amount under this clause is intended to operate as a

penalty; any agreed fixed cancellation charge must be commercially reasonable and proportionate to the anticipated loss and stated in the Contract.

17. LIABILITY AND LIMITATION OF LIABILITY

Nothing in these Conditions excludes or limits liability for fraud or fraudulent misrepresentation, death or personal injury caused by negligence, wilful misconduct, or any liability that cannot lawfully be excluded or limited.

Subject to the preceding paragraph, AVA shall not be liable for indirect or consequential loss, loss of profit, revenue, anticipated savings, business opportunity, goodwill, production, contracts or data, or for punitive or exemplary damages, whether arising in contract, tort or otherwise, even if advised of the possibility of such loss.

Subject to non-excludable liability and the specific indemnities expressly given by the Counterparty, AVA's aggregate liability arising out of or in connection with a Contract shall not exceed the net price paid or payable to AVA under that Contract. Where AVA is the Buyer, the Seller's liability shall not be limited to the Contract value in respect of product safety, contamination, fraud, title, third-party intellectual property infringement, confidentiality breach, sanctions/compliance breach, indemnity obligations or wilful misconduct, to the extent permitted by law. For other claims, the Seller's aggregate liability shall not be less than the greater of two times the Contract value or the amount recoverable under its relevant insurance, subject always to applicable law and any express negotiated cap in the Contract.

Each party shall take reasonable steps to mitigate loss. A party may not recover twice for the same loss. Any limitation or exclusion shall be interpreted only to the extent permitted by mandatory law.

18. FORCE MAJEURE AND MARKET DISRUPTION

A party is excused from delay or failure to perform only to the extent caused by an event beyond its reasonable control that it could not reasonably have prevented or overcome, including natural disaster, war, terrorism, epidemic, government restriction, port closure, widespread transport interruption, fire, major utility failure or extreme weather ("Force Majeure Event"). Lack of funds, adverse market movement, ordinary price increases, a change in profitability or a supplier's failure that could reasonably have been avoided shall not by itself constitute force majeure.

The affected party shall notify the other in writing promptly, provide reasonable details and an estimate of duration, mitigate the effects and resume performance as soon as practicable. AVA may allocate available supply reasonably among customers or cancel affected quantities where supply is materially constrained. If the event continues for more than thirty (30) consecutive days, either party may cancel the affected unperformed part by written notice without liability for non-performance caused by the event. Amounts due for Goods already delivered and costs already properly incurred remain payable.

19. NOTICES AND ELECTRONIC COMMUNICATION

Notices under these Conditions shall be in writing and sent by email to the addresses used by the parties for the transaction or stated in the Contract, or by registered post to the registered address. Email notices are deemed received when no delivery failure message is received and the email is sent before 17:00 on a business day at the recipient's location; otherwise, on the next business day. A notice of termination, material breach, safety incident or dispute should be clearly identified in its subject line.

Each party shall keep its contact, invoicing and bank details current and notify the other promptly of any change. AVA shall not be responsible for payment made to fraudulent or substituted bank details where the Buyer failed to verify a change using an independently confirmed contact channel. Any change to AVA's bank account is effective only when confirmed through a separate verification process with AVA using previously established contact details. Counterparties must not rely solely on an email requesting changed bank details.

20. GOVERNING LAW AND DISPUTE RESOLUTION

These Conditions and each Contract, including any non-contractual obligations arising out of or in connection with them, shall be governed by the laws of the Republic of Estonia, excluding its conflict-of-laws rules, subject to any mandatory law that applies notwithstanding this choice.

The parties shall first attempt in good faith to resolve a dispute through negotiations between representatives authorised to settle it. If the dispute is not resolved within fifteen (15) calendar days after written notice of dispute, it shall be finally resolved by arbitration under the rules of the Arbitration Court of the Estonian Chamber of Commerce and Industry. The seat (legal place) of arbitration shall be Tallinn, Estonia; the language shall be English; and the tribunal shall consist of one arbitrator, unless the applicable rules require otherwise or the parties agree in writing. The award shall be final and binding.

Nothing in this clause prevents AVA from seeking urgent interim, conservatory or injunctive relief from a competent court, including relief to preserve Goods, evidence, Confidential Information or assets. The parties shall keep the existence and substance of arbitration confidential except to the extent disclosure is required to enforce an award or by law.

21. GENERAL

The Contract and these Conditions constitute the entire agreement concerning the relevant transaction and supersede prior discussions and understandings on that subject. No amendment or waiver is effective against AVA unless made in writing and approved by an authorised AVA representative.

If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary to make it enforceable, if possible; otherwise it shall be severed. The remaining provisions remain in force. A failure or delay in exercising a right is not a waiver. Rights and remedies are cumulative, subject to applicable law.

The Counterparty may not assign, transfer, subcontract or delegate any material right or obligation under a Contract without AVA's prior written consent. AVA may assign or transfer a Contract to an affiliate or successor in connection with a reorganisation, financing or sale of business, provided this does not materially reduce the Counterparty's rights.

No person other than a party and its permitted successors or assigns has a right to enforce a Contract, except persons expressly protected by an indemnity. Nothing creates a partnership, agency, joint venture or fiduciary relationship. The Counterparty acts as an independent contractor.

These Conditions may be supplied electronically and accepted electronically or by conduct as set out in Clause 02. No signature is required for their incorporation into a Contract.

22. AVA TRADING CONTACT DETAILS

COMPANY	AValueA OÜ, trading as AVA Trading — private limited company registered in the Estonian Commercial Register
REGISTRY CODE	17504868
VAT	EE102989650 (Estonia) · PL5264013915 (Poland)
EORI	EE17504868
REGISTERED ADDRESS	Vesivärava tn 50-301, 10152 Tallinn, Estonia
ORDERS & TRADING	trade@avatrade.ee
GENERAL & NOTICES	info@avatrade.ee
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WEBSITE	www.avatrade.ee
ORGANIC / FAIRTRADE	EU organic control body EE-ÖKO-03 · Fairtrade FLO ID 51553