

TERMS AND CONDITION OF SERVICE

Valid since: 25.05.2018

These Standard Terms and Conditions (hereinafter Terms and Conditions) provide the basic terms and conditions for the services provided by the **New Garage Time OÜ** (hereinafter: Contractor) to the customer (hereinafter: Customer). Hereinafter mentioned together as Parties and separately as Party.

1. General terms

- 1.1 The Parties will follow in providing and requesting the service (hereafter: Work) from the Contractor's offer (hereafter: Offer) and / or an additional Contract (hereinafter: Contract) and these Terms and Conditions.
- 1.2 In case the Parties have agreed in the Contract in the contradictory terms of the Terms and Conditions, the Contract shall be governed by the provisions.
- 1.3 In case the Parties do not enter into a separate written Contract for performance of work, Parties will follow these Terms and Conditions and the additional conditions specified by the Contractor in the Offer.

2. Validity of the Contract and Terms and Conditions

- 2.1 The Contract between the Client and the Contractor is deemed to have been concluded if the written Contract between the Parties has been signed by both Parties;
- 2.2 The Terms and Conditions apply to all Works that are performed outside the Contract or the terms of which are not specifically dealt with in the Contract.
- 2.3 The Terms and Conditions are deemed to be accepted by the Customer and will be effective if at least one of the following conditions is met:
 - 2.3.1. The written Contract between the Parties has been signed by both Parties;
 - 2.3.2. The Customer has accepted the Offer of services provided by the Contractor and has given the Contractor permission to start with the Work;
 - 2.3.3. The Contractor has started to perform the Work and the Customer has accepted the results of the Work;

3. Execution and acceptance of work

- 3.1 The Contractor is obligated to implement the Work in accordance with its best practice recognized in its economic and professional field and carry out the quality usually expected this type of Work, taking into account the nature and purpose of the Work, and requirements established by the Customer
- 3.2 The Customer undertakes to provide the Contractor all the information required for the performance of the Contract and inform the Contractor of the requirements set for the quality of Work.
- 3.3 The Work is carried out and accepted in accordance with the agreed work stages and timetable. In case the exact schedule and deadline have not been agreed, the stages of Work outlined by the Contractor in the Offer shall be taken as the basis and time schedule of the execution will be announced by the Contractor according to its running plan.
- 3.4 Contractor has the unilateral right to change the schedule of Work or some stage of Work if the execution of the previously agreed schedule becomes unfeasible due to the Customer's delay.
- 3.5 The Parties designate their representatives, regarding to Work, through whom the assignment and acceptance of works are to be made.
- 3.6 The Work or stage of Work is considered to be accepted by the Customer even if the Customer's representative has given his consent to move to the next stage of Work, which implies the acceptance of the previous stage.
- 3.7 Any amendments made by the Customer which are submitted during the course of the Work or after the acceptance of work for the stages of Work already accepted will be considered and priced as an additional work.

4. Cost of work and payments

- 4.1 The cost of the Work and the specified payment terms shall be submitted by the Contractor to the Customer in the Offer, either as fixed price or hourly fee.
 - 4.1.1. Due to the nature of the work, the Parties may agree on other types of time and material rates such as daily, weekly, or monthly fees, which are subject to hourly pay-based principles.
 - 4.1.2. Any additional work incurred in the course of work that were not previously agreed, or work

which exceeds the amount of work agreed upon for the fixed project cost, is automatically priced on the basis of the hourly rates of additional work.

4.1.3. In the case of hourly basis calculations, the time taken will be measured at an accuracy of 10 minutes, and the minimum fee for the unit of account is 0.5 hours. All stand-alone, shorter than one hour Work is rounded off to full hour.

4.1.4. For urgent Work on request of the Customer, which requires the Work to be carried out during outside normal working hours or require the Contractor an extraordinary change of the already scheduled work, the work will be done on the basis of the price of Urgent Work. Unless otherwise agreed, the cost of Urgent Work is 1.5 times the standard price. On the basis of Urgent Work, the Contractor has the right to demand higher payment only if Contractor has previously notified Customer about it.

4.2 Payment for work is carried out on invoices submitted by the Contractor with a due date of at least 3 business days.

4.2.1. In case of Works with a fixed price agreement, Contractor shall submit the invoice at the end of the project or at the end of the Work stages indicated in the Offer, according to the cost of the Work stage indicated in the Offer.

4.2.2. Works based on hourly, daily, weekly or monthly fees, in the case any separate payment terms have been agreed, the Contractor's invoice shall be submitted monthly at the beginning of each month for the previous month.

4.3 Contractor has the right to submit an invoice for partially completed Work or Work stage, if the acceptance of the work phase is delayed due to the Customer.

4.4 Contractor has the right to demand partial or full advance payment in case of:

4.4.1. Urgent Work;

4.4.2. Works that require Contractor's purchases from third parties;

4.4.3. For the purpose of avoiding potential non-payments or late payments due to the Customer's previous payment behavior or high credit risk;

4.5 In case the Contractor delays the delivery of the Work beyond the agreed deadline, the Customer has the right to demand payment of a contractual penalty amounting to 0.2% of the Contract payable to the Contractor in respect of each working day delayed by each transfer, but not more than 50% of the total amount of the work. The Customer has the right to reduce the amount paid to the Contractor by payment of the Contract by the amount of the contractual penalty.

4.6 In case the Customer delays payment to the Contractor beyond the agreed deadline, the Contractor has the right to demand a penalty of 0.2% of the delayed payment for each payday, but not more than 50% of the total amount of the Contract.

5. Warranty

5.1 Contractor guarantees technical support and warranty for the results of the work within 12 months and undertakes to correct the found errors free of charge.

5.2 The warranty is the liquidation of technical deficiencies, data losses, attacks, etc. which are caused by security fault, poor and / or reckless Work performed by the Contractor.

5.3 The following are not considered warranties:

5.3.1. deficiencies, data loss, attacks, etc. caused by the reckless or incorrect usage of result of Work by the Customer or third party, or the substandard program code or security breach in the Customer's or third-party application or server.

5.3.2. lack of functionality that was not known or adequately described by the Customer to the Contractor at the time of performing the Work.

5.4 The response time of receiving the error message is 48 hours during the working hours (on working days from 8:00 to 18:00). During this time, identifying the causes will begin, which will reveal the time estimation for removal.

5.5 The Contractor is entitled to unilaterally withdraw from the terms of the warranty by notifying the Customer in advance if:

5.5.1. The Customer or the third party has changed the Results of the Work without the consent of the Contractor;

5.5.2. The Contractor is obliged to perform the Work under the conditions of Customer's request and / or consent, in which it is not possible to ensure full compliance of the Results of the Work with the requirements. For example, using third party technical solutions which quality is unknown.

6. Disputes.

6.1 Any dispute arising shall be settled by negotiation. If the agreement is not reached, the dispute shall be resolved in accordance with the procedure prescribed by the legislation of the Republic of Estonia.

7.

8. Force Majeure.

8.1 The Parties are not liable for non-compliance or improper fulfillment of Terms and Conditions if it was caused by extraordinary circumstances (natural disaster, fire, etc.), the occurrence of which is not the responsibility of the Party, which the Party did not become or should not be prevented from preventing or anticipating.

9. Intellectual Property and Disclosure

9.1 The proprietary rights of the results of the Work belong to the Customer from the moment that the Work has been delivered to the Customer and the Customer has paid to the Contractor for the corresponding results. In the event of the identification of a personal copyright on co-authorship, the Contractor is obligated to allow the assignment of the rights to the Customer without charge for a license and without a time limit.

9.2 Contractor may use, develop and distribute individual outputs and technical solutions created for the Work in a way that does not compromise the Customer's business interests and does not issue sensitive information to third parties.

9.3 The Contractor has the right to present the work in its portfolio in a way that does not compromise the Customer's business interests and does not issue sensitive information to third parties.

9.4 The Parties undertake not to disclose to third parties, without the prior consent of the other Party, any confidential information received by the other Party that became aware related to the Work. The requirement of confidentiality does not apply to agencies and organizations that are required to disclose information in accordance with the laws in force in the Republic of Estonia and companies belonging to the same group as the Party.