

General Terms and Conditions for Ordering Goods and Services of Telia Eesti AS

Version 1.1
6 December 2016

1. DEFINITIONS

- 1.1. The definitions listed below shall be used in the current document within the following meaning:
 - 1.1.1 **Code of Conduct** – requirements set by Telia Company that includes Telia Eesti AS to their Partners, available on the [webpage](#) of Telia Company;
 - 1.1.2 **Partner** – an enterprise or person to whom a Purchase Order for ordering goods or services has been issued;
 - 1.1.3 **Purchase Order** – order issued by Telia to its Partner for buying goods and/or ordering services;
 - 1.1.4 **General Terms and Conditions** – the current document.

2. OBJECT AND VALIDITY

- 2.1. The General Terms and Conditions shall apply to all Purchase Orders issued to the Partner by Telia regarding which no other written agreement has been concluded between the Partner and Telia. The provisions of the General Terms and Conditions can only be amended in writing, amendments in any other form shall be considered invalid.
- 2.2. The General Terms and Conditions shall be considered as effective from the moment the Partner has expressed their acceptance regarding the Purchase Order issued by Telia or from the moment the Partner has received the Purchase Order when a separate acceptance is not expressed by the Partner. The entry into force of the General Terms and Conditions does not presume signing of any document by the Partner and/or Telia.
- 2.3. The Purchase Order is subject to the version of the General Terms and Conditions valid at the time of issuing the Purchase Order.
- 2.4. Additional information on the General Terms and Conditions is available to the Partner from the Telia contact person issuing the Purchase Order or from ostud@telia.ee.

3. PAYMENT TERMS

- 3.1. All payments to be made by Telia to the Partner with regard to the Purchase Order are subject to a 60-calendar day term of payment of receiving the respective invoice by Telia.
- 3.2. The invoice submitted by the Partner to Telia shall contain at least the following information:
 - 3.2.1. The invoice shall refer to the number of the Purchase Order issued by Telia. Please refer on each line of the invoice to the respective Purchase Order line, if possible.

3.2.2. The invoice shall include the details of Telia Eesti AS:

Telia Eesti AS
Registry code 10234957
VAT identification number EE100070008
Mustamäe tee 3, 15033 Tallinn

- 3.3. The Partner is required to forward the invoice issued to Telia in a PDF format to ostuarve@telia.ee. Accompanying documents and other instruments shall be sent to saateleht@telia.ee.
- 3.4. Only invoices containing information listed in section 3.2 of the General Terms and Conditions shall be considered valid and payable by Telia.

4. REQUIREMENTS FOR THE PARTNER

- 4.1. The Partner and their subcontractor shall comply with the Code of Conduct during the validity term of obligations related to fulfilling the Purchase Order (including during the warranty period).
- 4.2. Telia has the right to request from the Partner the issuing of documents and other information confirming the compliance of the Partner and their subcontractors with the Code of Conduct. Telia also has the right to conduct audits in the working premises of the Partner and their subcontractors following a reasonable advance notice to confirm the compliance of the Partner and their subcontractors with the Code of Conduct.
- 4.3. The Partner is required to immediately notify Telia if the Partner or their subcontractor does not comply with the Code of Conduct. If the Partner or their subcontractor is unable to conduct modification to comply with the requirements of the Code of Conduct during a reasonable term specified by Telia, this shall be considered a significant breach of the agreement by the Partner.

5. GOVERNING LAW AND RESOLUTION OF DISPUTES

- 5.1. The General Terms and Conditions and other agreements between the Partner and Telia relating to the fulfilment of the Purchase Order are governed by the laws of the Republic of Estonia.
- 5.2. Disputes shall be first and foremost resolved between the Partner and Telia by way of negotiations. Should this prove ineffective, disputes shall be resolved in Harju County Court.