



General Terms and Conditions of Sale

ConveyCraft OÜ · EN · 08.04.2026

Applies to all quotations, orders and contracts



Payment Terms

- 5%** upon order confirmation
- 45%** upon drawing approval
- 50%** when ready for dispatch

Invoices payable within 14 days



Delivery

- ✓ Ex Works (EXW) Estonia
- ✓ Transport quoted separately
- ✓ Inspect within 5 business days



Pricing

- ✓ Prices in EUR, excl. VAT
- ✓ Quotes valid for 30 days
- ✓ Excl. transport & installation

Complete Terms and Conditions

1. Scope of Application

These General Terms and Conditions of Sale ("Terms") apply to all quotations, orders and contracts for the sale and delivery of conveyor equipment, parts and related services by ConveyCraft OÜ ("ConveyCraft", "we", "us") to its customers ("Customer", "you").

These Terms apply exclusively to business-to-business (B2B) transactions. By placing an order, the Customer confirms that it is acting in the course of its commercial or professional activity.

The Customer's own general terms and conditions of purchase shall not apply, even if we do not expressly object to them.

Acceptance of goods or services does not constitute acknowledgement of any other terms.

Deviations from these Terms are only valid if agreed in writing (including email) and signed or confirmed by an authorised representative of ConveyCraft.

2. Quotations and Orders

All quotations issued by ConveyCraft are non-binding and valid for thirty (30) calendar days from the date of issue, unless stated otherwise in the quotation.

A binding contract ("Order") is formed only when the Customer provides written confirmation of acceptance (including by email) and pays the first instalment as specified in the quotation. ConveyCraft's order confirmation shall be conclusive for the scope and content of the contract.

Any changes to an Order after confirmation (e.g., dimensions, materials, capacity, additional features) require written agreement from both parties. ConveyCraft reserves the right to adjust the price and delivery time accordingly.

Quotation documents, including drawings, specifications, technical data and cost estimates, remain the intellectual property of ConveyCraft and may not be disclosed to third parties without our written consent (see Section 11).

3. Customer Specifications and Responsibility

ConveyCraft designs and manufactures conveyor equipment based on the specifications, requirements and operating conditions communicated by the Customer. The Customer is responsible for providing complete and accurate information regarding the intended use, product characteristics, throughput requirements, environmental conditions, integration constraints and any applicable industry standards or regulations.

Where ConveyCraft provides recommendations or suggestions regarding equipment type, configuration or materials, these are made in good faith based on the information provided by the Customer. Such recommendations do not transfer to ConveyCraft the responsibility for the suitability of the equipment for the Customer's specific application.

If the Customer specifies a particular type of conveyor, configuration or material, the Customer accepts responsibility for that choice. ConveyCraft shall not be liable for any loss or reduced performance arising from incorrect or incomplete specifications provided by the Customer.

The Customer shall review and approve all drawings and technical documentation submitted by ConveyCraft prior to production. Approval of drawings constitutes acceptance of the design, dimensions and configuration shown therein.

4. Prices

All prices are quoted in euros (EUR) and are net prices, exclusive of value added tax (VAT), which shall be charged at the applicable rate.

Unless expressly stated otherwise, prices are Ex Works (EXW Incoterms® 2020) from ConveyCraft's facility in Estonia and do not include transport, packaging, insurance, customs duties, installation, commissioning or any other costs.

Transport, packaging and insurance costs shall be quoted separately for each order and invoiced accordingly.

If the costs of raw materials, components or other production inputs increase by more than 5% between the date of the quotation and the scheduled production date, ConveyCraft reserves the right to adjust the price proportionally. Any such adjustment shall be communicated to the Customer in writing before production begins.

5. Payment Terms

Unless otherwise agreed in writing, the following payment schedule applies:

5%	of the contract sum is due upon order confirmation
45%	of the contract sum is due upon drawing approval
50%	of the contract sum is due when the equipment is ready for collection/dispatch

All invoices are payable within fourteen (14) calendar days from the date of invoice, by bank transfer to the account specified on the invoice.

If payment is not received by the due date, the Customer shall pay late interest at a rate of 0.25% per day on the outstanding amount, calculated from the due date until the date of actual payment, without the need for a formal notice of default.

ConveyCraft reserves the right to suspend production, withhold delivery or cancel the Order if any payment instalment is overdue by more than fourteen (14) days. Any costs arising from such suspension shall be borne by the Customer.

Payments shall be made without deduction or set-off, unless the Customer's counter-claim has been established by a final court judgment or is undisputed.

6. Delivery

Unless otherwise agreed, delivery is Ex Works (EXW Incoterms® 2020) from ConveyCraft's facility in Estonia. The Customer is responsible for arranging and paying for transport, insurance and any import formalities.

If ConveyCraft arranges transport on behalf of the Customer, this is done as a service and at the Customer's cost and risk. ConveyCraft shall not be liable for any delays, damage or loss during transport arranged on the Customer's behalf.

Delivery dates and lead times communicated by ConveyCraft are estimates given in good faith. While we make every effort to meet agreed timelines, delivery dates are non-binding unless expressly confirmed as fixed dates in writing. Delays do not entitle the Customer to cancel the Order or claim compensation, unless the delay exceeds eight (8) weeks beyond the confirmed delivery date.

If the Customer fails to collect or accept the equipment on the agreed date, ConveyCraft may store the equipment at the Customer's expense. Storage charges of €3 per square metre per week (or part thereof) shall apply from the fifteenth (15th) day after the notified ready-for-collection date.

The Customer shall inspect the equipment upon receipt and notify ConveyCraft in writing of any visible transport damage or missing items within five (5) business days of delivery. Failure to notify within this period shall constitute acceptance of the delivery as complete and undamaged.

7. Transfer of Risk

The risk of accidental loss, damage or deterioration of the equipment shall pass to the Customer at the time the equipment is made available for collection at ConveyCraft's facility (Ex Works), or at the time the equipment is handed over to the carrier, whichever occurs first.

This applies regardless of whether ConveyCraft arranges transport on the Customer's behalf.

8. Retention of Title

ConveyCraft retains ownership of all delivered equipment until the contract price has been paid in full, including any interest and costs.

Until full payment, the Customer shall not pledge, assign or grant any third-party rights over the equipment without ConveyCraft's prior written consent.

The Customer shall store the equipment with due care and maintain adequate insurance against damage, theft and fire for the full replacement value while title is retained by ConveyCraft.

If the Customer defaults on payment, ConveyCraft shall be entitled to demand the return of the equipment at the Customer's expense, without prejudice to any further claims.

9. Order Cancellation

Orders may only be cancelled with ConveyCraft's prior written consent.

If ConveyCraft agrees to a cancellation, the following charges shall apply, based on the stage of production at the time of cancellation:

Before production: 10% of the contract sum (engineering and administrative costs)

During production: actual costs incurred plus 15% of the remaining contract sum

After completion: 100% of the contract sum

Any advance payments already made shall be credited against the cancellation charges. If the cancellation charges exceed the advance payments, the balance shall be invoiced to the Customer.

10. Force Majeure

Neither party shall be liable for delays or failure to perform its obligations if such delay or failure results from circumstances beyond its reasonable control, including but not limited to: war, civil unrest, government actions, sanctions, epidemics or pandemics, natural disasters, fire, severe weather, strikes or labour disputes, shortages of raw materials, energy supply disruptions, transport disruptions, or failure of key suppliers.

The affected party shall notify the other party without undue delay and make reasonable efforts to mitigate the effects. Delivery dates shall be extended by the duration of the force majeure event.

If a force majeure event continues for more than ninety (90) days, either party may terminate the affected Order by written notice. In such case, the Customer shall pay for all work completed and materials procured up to the date of termination.

11. Intellectual Property and Confidentiality

All drawings, designs, specifications, 3D models, technical documentation and know-how created by ConveyCraft in connection with an Order remain the exclusive intellectual property of ConveyCraft, regardless of whether a separate charge has been made.

The Customer shall not copy, modify, reverse-engineer or disclose ConveyCraft's proprietary information to any third party without prior written consent.

Quotations, pricing information and technical proposals are confidential and may not be shared with competitors or other third parties.

The Customer grants ConveyCraft permission to use photographs and general descriptions of completed projects for marketing and reference purposes, unless the Customer objects in writing before delivery.

12. Limitation of Liability

ConveyCraft's total aggregate liability arising out of or in connection with any Order shall not exceed the total contract price paid by the Customer for the specific equipment giving rise to the claim.

ConveyCraft shall not be liable for any indirect, incidental or consequential damages, including but not limited to loss of production, loss of profit, loss of revenue, cost of substitute equipment, damage to third-party products or equipment, or any penalties imposed on the Customer by its own clients.

The limitations in this Section shall not apply in cases of wilful misconduct or gross negligence by ConveyCraft, or in cases of injury to life, body or health.

13. Warranty

Warranty terms for all equipment supplied by ConveyCraft are set out in our separate Warranty Terms & Conditions document. By placing an Order, the Customer acknowledges and accepts those warranty terms.

14. CE Marking and Documentation

All conveyor equipment manufactured by ConveyCraft is supplied with CE marking and a Declaration of Conformity in accordance with the applicable EU Machinery Directive.

Each delivery includes comprehensive documentation: user manual with safety instructions, installation guide, maintenance manual and spare parts information.

Where the equipment is intended to be integrated into a larger production line by the Customer or a third-party integrator, the integrator is responsible for the overall CE conformity assessment of the complete line.

15. Data Protection

ConveyCraft processes personal data provided by the Customer (e.g., contact details of representatives) solely for the purpose of fulfilling contractual obligations, in accordance with the General Data Protection Regulation (EU) 2016/679 (GDPR) and applicable

Estonian data protection legislation.

16. Governing Law and Dispute Resolution

These Terms and all Orders placed under them shall be governed by and construed in accordance with the laws of the Republic of Estonia, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The parties shall first attempt to resolve any dispute arising out of or in connection with these Terms through good-faith negotiation.

If a dispute cannot be resolved within thirty (30) days of the first written notice, the dispute shall be submitted to the exclusive jurisdiction of Tartu County Court (Tartu Maakohus), Estonia.

17. Final Provisions

If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect. The invalid provision shall be replaced by a valid provision that most closely reflects the commercial intent of the original.

ConveyCraft reserves the right to amend these Terms at any time. Amendments shall not affect Orders already confirmed at the time of the amendment.

The contract language is English. In the event of any discrepancy between translations, the English version shall prevail.
