 These general terms and conditions of sale and delivery (the Conditions) apply to any and all sales of products (a Product or the Products) by JELD-WEN Eesti AS [JW] to any trader (zritejä) as defined in § 16(1) of the Estonian Law of Obligations Act (the Buyer).

1. OFFER, ORDER AND ACCEPTANCE
1.1. Any order of a Product or the Products by the Buyer to JW (the Order), irrespective of whether it is provided in oral or written form, will be accepted entirely at the discretion of JW by means of JW’s standard order confirmation (the Order Confirmation), sent to the Buyer by email. Unless the Buyer communicates any disagreement by email to JW within 2 (two) working days from the receipt of the Order Confirmation, the Order Confirmation shall constitute an individual legally binding contract between JW and the Buyer (the Contract). In case the Order Confirmation does not include all the Products indicated in the Order (and/or includes Products with details and/or characteristics that differ from those indicated in the Order), the aforementioned Contract shall be deemed to be entered into only in respect of the Products indicated in the Order Confirmation (and with such details and/or characteristics as indicated in the Order Confirmation).

1.2. Any offer of a Product or the Products made by JW shall be valid for the period of 30 (thirty) calendar days from the date the offer was received by the Buyer, unless otherwise stated in the offer (the Offer). In case the Buyer accepts the Offer by email within the 30 (thirty) calendar days period stated above, the Offer shall constitute an individual legally binding contract between JW and the Buyer (also the Contract).

1.3. The terms and conditions of the respective annual sales agreement entered into between JW and the respective Buyer as well as these Conditions shall apply to any sale of Products from JW to the Buyer.

1.4. JW shall issue an invoice to the Buyer by email to the email address indicated by the Buyer in the Contract.

2. SPECIFICATION
2.1. JW shall ensure that all Products are of good quality and in accordance with the valid relevant description of the Products as provided in a JW leaflet issued from time to time by JW, copies of which are available from JW upon request. No other specifications, descriptive material, written or oral representation, correspondence or statement, promotional or sales literature shall form part of the Contract or constitute an annex thereto and be binding to JW.

2.2. It is the sole obligation of the Buyer to examine the standard specifications of the Product prior to making any Order, accepting any Offer or concluding any Contract.

3. DELIVERY OF PRODUCTS
3.1. Subject to the provisions of these Conditions, JW delivers the Product to the Buyer at the time and in the place (the Delivery Destination) specified in the Contract.

3.2. The parties apply the delivery terms, including insurance and transfer of risk, of Incoterms 2020. These terms shall be applied to the extent not otherwise regulated by any specific delivery term of Incoterms 2010 agreed between the parties; in case of a conflict, the specific delivery term of Incoterms 2010 agreed between the parties shall apply. If no specific delivery term has been agreed between the parties and/or specified in the Contract, the Product shall be delivered EXW at JW’s registered location.

3.3. Upon delivery of the Product, the Buyer shall ensure unloading of the Product from JW’s transportation means and delivery to the Buyer’s transportation means. Delivery does not include installation of the Product by JW and this will be the Buyer’s sole responsibility.

3.4. Any time period for delivery (the Delivery Time) and/or the date when the Product is available for delivery to the Buyer at the Delivery Destination (the Availability Date) given by JW is or are given in good faith, but is an estimate only. JW shall seek to inform the Buyer as soon as possible if the Product cannot be delivered during the Delivery Time. Unless otherwise agreed, the Delivery Time commences on the day all the following conditions are met:
   (a) execution of the Contract;
   (b) receipt of a security or pre-payment, if the parties have agreed that the Buyer shall submit to JW a security or a pre-payment, and
   (c) receipt by JW of all information necessary for the delivery.

3.5. If the applicable delivery term is EXW, the following conditions apply:
   (a) Unless specified otherwise in the Order Confirmation or the Offer, the Buyer is required to collect and take possession of the Product within 5 (five) calendar days following the Availability Date. The date on which the Product is delivered to the Buyer (the Delivery Date) shall be the date on which the Buyer collects and takes possession of the Product at the Delivery Destination and in delay with the above;
   (b) The Buyer acknowledges that delays in collecting and taking possession of the Product may cause additional costs to JW in the form of the storage fees or similar charges, and the Buyer shall reimburse JW any such additional costs in case of such delay in accordance with clause 6 of these Conditions.

3.6. The Buyer shall ensure:
   (a) unlimited and immediate access by JW to the Delivery Destination, and
   (b) that the persons receiving the Product at the Delivery Destination are duly authorised to receive the Product on behalf of the Buyer. JW is not obliged to verify the authorisations of the persons accepting the Product.

3.7. The Buyer shall ensure that upon delivery the Product is accepted and all accompanying documents are signed by the Buyer without any delay. The Buyer shall reimburse any costs caused to JW due to non-acceptance of the Product or due to delays in accepting the Product and signing the accompanying documents.

3.8. Upon delivery of the Product, the Buyer shall immediately always inspect and verify whether the Product (including, but not limited to, the quality, type, description, quantity, packaging and the documentation related to the Product) complies with the Order Confirmation or the Offer and the terms and conditions of the Contract. In addition to the aforementioned, the parties agree that upon purchasing a Product produced according to the Buyer’s specific specifications (ie custom made), the Buyer shall always before starting to use the Product, in order to avoid possible damage or to reduce it, ascertain the suitability of the Product and its compliance with the terms and conditions of the Contract, the Order Confirmation or the Offer and the purpose of use of the Buyer had contemplated.

4. PRICE AND PAYMENT CONDITIONS
4.1. Unless otherwise stated in the Offer, Order Confirmation or the Contract, the price of the Product (the Price) is as specified in the price list of JW (the Product Catalogue). The Product Catalogue may be amended from time to time unilaterally by JW (by notifying the Buyer 60 (sixty) calendar days in advance). The Product Catalogue available on the website of JW at www.jeld-wen.ee on the date of the Offer or Order shall be applied to a respective sale unless otherwise agreed between the parties. Prices not listed in the Product Catalogue shall be determined by JW in writing. All Prices are presented exclusive of value added tax and any other taxes, payments or other charges payable in connection with the sale and purchase of the Product or its delivery to the Buyer.

4.2. If any taxes, payments or other charges are payable by JW in connection with the sale and purchase of the Product or its delivery to the Buyer, such taxes, payments or other charges shall be added to the Price and they shall be payable by the Buyer. The Buyer is required to pay any taxes, payments or other charges which are payable by the Buyer in connection with the sale and purchase of the Product or its delivery to the Buyer.

4.3. The Price includes delivery of the Product to the Delivery Destination only if expressly so stated by JW in the Order Confirmation or the Offer. Otherwise, the price for delivery shall be determined by JW separately and shall be payable by the Buyer in addition to the Price.

4.4. Before sending the Order Confirmation to the Buyer, JW is entitled, without giving an advance notice to the Buyer, to unilaterally change the Price due to changes in:
   (a) transportation costs,
   (b) the price of the raw material of the Product;
   (c) the currency exchange rate;
   (d) the rate of the applicable VAT rate;
   (e) any other costs related to manufacturing, transportation, export and/or import of the Product.

4.5. If the Price indicated in the Order is different from the one indicated in the Order Confirmation, it shall be deemed that a Contract has been entered into on the terms and conditions (including the price) set out in the Order Confirmation unless the Buyer communicates any disagreement by email to JW within 2 (two) working days from the receipt of the Order Confirmation.

4.6. JW may grant to the Buyer discounts and sale bonuses. The rates of discounts and bonuses and other conditions thereof shall be agreed in writing and may be formulated as an appendix to the Contract.

4.7. The Buyer shall pay the Price in the amount set out in the invoice(s) submitted by JW.

4.8. The Price shall be paid in due time as stated in the invoice and in accordance with the Contract. The Price shall be deemed to be paid when payment is received on the bank account of JW as indicated in the respective invoice.

4.9. JW shall have the right not to deliver the Product to the Buyer if the Buyer fails to pay any of the amounts to JW when they fall due (as indicated in the invoice), inter alia, in case a credit limit is applicable to the Buyer.

4.10. In case the Buyer is in delay with the payment for any Product (ie the Buyer has not met the payment due date indicated in the invoice), JW shall have the right to assign the claim against the Buyer related to such Product to a third party (including debt collectors).
4.11. If the Buyer does not pay any of the amounts when they fall due (as indicated in the invoice), JW is entitled to claim late payment interest as stipulated in the respective invoice.

4.12. In case the Buyer is in delay with the payment for any Product (ie the Buyer has not met the payment due date indicated in the invoice), JW shall have the right to deem that all due dates for payment for all Products delivered to the Buyer have immediately fallen due and to demand that the Buyer pay for all Products delivered to it (also for all Products delivered under the credit limit) irrespective of the later payment due dates indicated in the invoices.

4.13. JW may request pre-payment from the Buyer. When a pre-payment requirement is stipulated in the Order Confirmation, JW shall not deliver the Product to the Buyer before the amount of pre-payment made by the Buyer has been received on the JW's bank account.

4.14. JW may request from the Buyer the issue of a first demand guarantee by a trustworthy first class bank under the terms acceptable to JW.

4.15. Any payment of JW's invoice shall be made in full and without any deductions, withholdings or set-offs.

4.16. JW may decide to establish a credit limit for the Buyer and set the amount thereof. JW may at any time unilaterally change the terms and conditions of the credit limit (including, but not limited to, the amount thereof) by giving a respective written notice to the Buyer 60 calendar days in advance or at a shorter notice period if there was given an advance notice in case the service provider that provides the credit service changes the terms of the credit at short notice or without notice.

4.17. If the Order exceeds the credit limit, JW shall have the right to refuse to deliver the Product to the Buyer until the Buyer has paid for the Products previously sold to it. JW shall have no obligation to grant the Buyer any additional credit, price reductions or bonuses in case the Buyer makes payments in advance of the due dates specified in the relevant invoice(s).

4.18. In case the Buyer breaches a monetary obligation arising from the Contract, JW shall be entitled, in addition to other remedies available to it under the Contract and/or under the law, to demand that the Buyer compensate all costs and expenses related to the collection of debt (e.g. fees of the debt collection companies etc).

5. PROPERTY, RIGHT, RETENTION OF TITLE

5.1. JW retains the title to the Product up to the moment the Price under any Contract, including the late payment interest and delivery and handling costs related to Product, have been duly paid (retention of title). Inter alia, in case a credit limit is applied in respect of the Buyer. Regardless that the title to the Product has not passed yet, JW shall be entitled to claim the payment of the Price once the payment has become due.

5.2. In case liquidation or bankruptcy proceedings are initiated in respect of the Buyer, the Buyer shall return to JW the Products for which the Buyer has not paid and the title to which has not passed to the Buyer.

6. STORAGE

6.1. If JW is unable, due to the circumstances beyond its control (including, but not limited to, the lack of appropriate delivery instructions by the Buyer, lack of available storage by the Buyer or the Buyer's delay for making payments when due), to deliver the Product within 5 (five) calendar days after the Availability Date or the Buyer is in delay with collecting and taking possession of the Product as stipulated in these Conditions, JW shall be entitled to arrange storage of the Product on behalf and at cost of the Buyer, whereas the delivery shall be deemed to have taken place and all risks in relation to the Product shall be deemed to have passed to the Buyer as of the moment JW stored the Product. Any extra transportation or insurance and any other costs related to the storage shall be indemnified by the Buyer to JW.

6.2. JW may sell the Product to any third party if the Buyer does not accept delivery of the Product and/or pay the storage costs within 15 (fifteen) calendar days instead of notice about the application of clause 6.1 of these Conditions.

7. HANDLING OF CUSTOMER COMPLAINTS

7.1. In the event that the Buyer receives complaints from customers that have bought the Product (the Customers), the Buyer shall take appropriate measures to respond to such complaints so as not to discredit JW, any products, trademarks or brands owned by JW and in accordance with the rules and conditions from JW as well as in compliance with the relevant laws. All complaints shall be reported to JW and the Buyer shall consult with JW regarding their settlement.

8. SECRECY, INTELLECTUAL PROPERTY RIGHTS

8.1. The Buyer shall not disclose to any third party JW's business secrets or other confidential information to which the Buyer has got into its possession, unless the Buyer has obtained a prior written permission from JW or the business secret or other confidential information has become public through no fault of the Buyer.

8.2. The Buyer undertakes that its employees and any other persons authorised by it shall ensure the same degree of confidentiality and shall observe the same confidentiality requirements as the Buyer. The Buyer indemnifies JW and hold JW harmless from and against all damages arising from such employees' and/or third persons' breach of their confidentiality obligations.

8.3. The Contract does not:
(a) transfer to the Buyer any intellectual property rights relating to the Product (JW shall remain the sole owner of any and all intellectual property rights belonging thereto in relation to the Product);
(b) grant the Buyer any rights to apply for ownership of any such intellectual property rights, whether or not in connection with any trademark, label, technical knowledge, invention, know-how, or secret; or
c) grant any licence to the Buyer in respect of any intellectual property rights owned by JW unless expressly agreed otherwise.

8.4. The Buyer shall promptly notify JW if it becomes aware that any person, company or other entity is:
(a) potentially infringing or infringing any intellectual property right of JW in connection with the Products;
(b) unlawfully using imitation of such intellectual property right, for example, text, symbol or name which is pronounced in a similar way or which is from its appearance or meaning similar to JW's trademarks, product names, service marks and logos used in connection with the Products (together the Trademarks).

8.5. The Buyer shall cooperate with and render reasonable assistance to JW, as requested by JW, in the event that JW decides to take action with respect to the infringement or unlawful use of such intellectual property right, including the Trademarks.

8.6. If JW grants the Buyer a right to use the Trademarks in the sales promotion, marketing, resale and sale of the Products, the Buyer shall ensure that the use of any such Trademark in connection with the marketing, distribution and sale of the Products shall be to the exclusive benefit of JW and shall be strictly as instructed by JW and in strict conformity with all applicable laws and regulations. The Buyer shall not use the Trademarks in a manner that damages or could damage the reputation or image of JW or the Trademarks.

8.7. If JW provides the Buyer with marketing materials, including stands of the Products, the respective materials remain the property of JW. The use of such materials shall be as instructed by JW. The Buyer shall promptly return any such materials upon JW's respective request in the condition such materials were at the time of handing over to the Buyer, normal wear and tear excluded.

9. DEFECTIVE PRODUCTS, WARRANTY AND RELATED REMEDIES

9.1. A Product has a defect (the Defect) if the Product as a whole is not fit for the use for its intended purpose or does not comply with JW's quality standards (in which case the respective Product is deemed “defective”). In case of a dispute whether a Product is defective, the quality standards of JW shall be used as a benchmark.

9.2. The Buyer shall use the Product solely for the purposes as indicated or implied by the standard specifications of the Product. JW shall bear no responsibility for damage that is caused to the Buyer or any third party and/or any claims from the Buyer or any third party due to unauthorised, inappropriate or illegal use of the Product.

9.3. The Buyer shall comply with the storage, assembly and/or installation of any other instruction and requirement related to the Product. JW is not responsible for Defects which are attributable to the storage, assembly and/or installation of the Product or non-compliance with the storage, assembly and/or installation or any other instructions and requirements.

9.4. The Buyer shall comply with the maintenance requirements related to a Product. JW is not responsible for Defects which are attributable to the non-compliance with such maintenance requirements.

9.5. If the Product is manufactured in accordance with the designs prepared by the Buyer, specific design requirements of the Buyer or changes to any existing design instructed by the Buyer, JW shall not be responsible to examine such designs, requirements or instructions for their fitness and JW shall not be responsible for any Defects attributable to such design, requirement or instruction.

9.6. JW is liable for any Defect of a Product which is discovered and notified to JW during the period of 2 (two) years from the Delivery Date (the Warranty Period) unless a different Warranty Period is specified by JW in respect of a respective Product). JW is not liable for Defects which are discovered or notified to JW after the expiry of the Warranty Period. JW is not liable for any feature (including visual or physical characteristics of the Product which does not constitute a Defect. The Warranty Period shall terminate if a Product is changed or adjusted without JW's previous written consent.

9.7. If a Defect of a Product is discovered and notified to JW during the Warranty Period, JW shall replace the defective Product and shall deliver a new Product to the Buyer (the Replacement Product). JW shall deliver the Replacement Product to the Delivery Destination under the terms and conditions that were applicable to the initial delivery of the Product. The Buyer shall be obliged to return to JW any and all defective Products. The Buyer shall bear the costs of and responsibility for any works necessary for removal of the defective Product and replacement with the Replacement Product. JW shall consult with the Buyer prior to the delivery of any
Replacement Product. If the Replacement Product is not available for delivery or if such delivery is connected with unreasonable costs or if the works necessary for removal of the defective Product and replacement with the Replacement Product cannot be performed or are connected with unreasonable costs, JW may, at its sole discretion, decide to repair the Product instead of replacing it. A repair or replacement of a defective Product does not extend the Warranty Period.

9.8. JW shall have no further liability for a defective Product than the liability under clause 9.7 of these Conditions and the Buyer’s sole remedy in case of the defective Product shall be the claim for delivery of Replacement Product in accordance with clause 9.7 of these Conditions. All other claims and/or remedies (whether under the Contract or law including, for the avoidance of doubt, any claims under tort or non-contractual liability) are hereby expressly excluded.

9.9. It shall be the responsibility of the Buyer to check the quality of the delivered Product before selling the Product to a third party. If any defective Product is detected, the Buyer shall immediately notify JW in writing in accordance with clause 9.10 of these Conditions.

9.10. The Buyer waives any rights to make any claims regarding the quantity, packaging or documentation of the Product if not reported to JW within 2 (two) working days after delivery. The Buyer shall notify JW in writing of any Defect (which is not related to the quantity, packaging or the documents of the Product) without delay but not later than within 10 (ten) working days from the discovery of the Defect or when the Defect was notified to the Buyer. The Buyer shall permit JW or a third person appointed by JW to inspect the defective Product at the Buyer’s location or any other location the respective Product is located at. Any Defects in the Product shall be reported to JW in writing. Report shall include, inter alia, indication of the Contract, number of the Order and the Order Confirmation or the confirmation of the Purchase order or any other respective clause of these Conditions. If the Buyer does not provide such notice within 10 (ten) calendar days from the discovery of the Defect, JW shall have the right to terminate the Contract without any liability.

9.11. JW shall be entitled, but not obligated, to collect the defective Product for further inspections at JW’s discretion either at the Buyer’s location or any other location.

9.12. The JW’s technical support person is available upon the Buyer’s request in accordance with the terms of the JELD-WEN Door Solutions technical support person service available on JW’s website at www.jeld-wen.eu. Site visits by the JW’s technical support person are only available in case the Product is in warranty and in any case the technical support service is ordered in Estonia, Latvia or Lithuania. In case the Product is located outside the Baltics, the details regarding the technical support will be agreed by the parties on a case-by-case basis.

9.13. The limitations of liability in this clause 9 shall not apply if the Defect is caused by the intentional breach or gross negligence of JW. The limitations of liability in this clause 9 shall not also apply in case of claims related to personal injury or death.

10. THIRD PARTY COMPONENTS

10.1. JW may from time to time agree to sell and deliver certain third party components which are used for the construction of the Product or are installed or otherwise attached to the Product or used as accessories to the Product (the Third Party Components) but are not manufactured by JW together with the Product. In such case the provisions of these Conditions and the Contract shall apply to the sale and delivery of the Third Party Components subject to the specific provisions in this clause 10.

10.2. JW shall bear no responsibility for the fitness of the Third Party Components for the use with the Product. JW is not responsible for Defects to the Product which are attributable to the Third Party Components.

10.3. JW shall not be responsible for the quality or defects of the Third Party Components.

11. LIABILITY

11.1. JW’s liability to the Buyer is limited to the direct proprietory damage suffered by the Buyer. JW will not be liable for any punitive, special, incidental, indirect and/or consequential losses. In no event will JW be liable, whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise, for loss of profits, loss of revenue, loss of business or goodwill or any business interruption. The total aggregate liability of JW towards the Buyer in relation to any Product is limited to the aggregate amount of the Price paid by the Buyer to JW for the respective Product.

11.2. The limitations of liability in these Conditions shall not apply and nothing in these Conditions and/or the Contract will limit or exclude either party’s liability for fraud perpetrated by that party, for death or personal injury or for intentional breach or gross negligence perpetrated by that party.

12. CANCELLATION OF THE CONTRACT

12.1. The Contract can be cancelled or terminated by the written agreement of the parties.

12.2. JW may cancel the Contract or any assignment by a 10 (ten) calendar days’ advance written notice if JW fails to fulfil its obligations under these Conditions or the Contract and the Buyer has not remedied such breach within 10 (ten) calendar days from JW’s respective written notice. The termination of the Contract does not waive JW’s right for any other remedies as may be provided for in these Conditions or in the Contract or under the law.

12.3. The Buyer may cancel the Contract or any assignment by a 10 (ten) calendar days’ advance written notice if JW fails to fulfil its obligations under these Conditions or the Contract and JW has not remedied such breach within 10 (ten) calendar days from the Buyer’s respective written notice (except in case of a defective Product in which case the Buyer’s sole remedy shall be the claim for delivery of Replacement Product in accordance with clause 9.7 of these Conditions). The termination of the Contract does not waive the Buyer’s right to claim compensation for the damage caused by JW or apply any other remedy provided for in the Conditions or in the Contract, subject to the provision of the termination of the Contract. JW will release the Buyer from its obligation to perform the obligations that arose from the Contract before the cancellation.

12.4. Cancellation of the Contract pursuant to clauses 12.2 and 12.3 shall not automatically terminate outstanding Order Confirmation or outstanding Offers (if they’ve been accepted) that shall be performed pursuant to these Conditions.

13. FORCE MAJEURE

13.1. A party is not liable for violation of its obligations if the violation of the obligations is caused by impediments such as Force Majeure under the principles of the International Chamber of Commerce (the ICC Force Majeure Clause 2003) and court practice, and which makes it impossible to fulfil the Contract, and which the parties could not foresee or avoid with reasonable efforts.

13.2. If Force Majeure hinders the timely fulfillment of the contractual obligations, the time for the fulfillment of the obligation will be postponed by a period when the fulfillment of the obligation was hindered by Force Majeure.

13.3. A party who violates its obligations due to Force Majeure must give immediate notice of such circumstance to the other party in a written form.

13.4. Force Majeure does not release the parties from the obligation to use all possible measures in order to avoid or decrease the damage caused or to be caused in the future by the violation of an obligation provided that the violation was caused by the Force Majeure circumstances.

14. DISPUTE RESOLUTION

14.1. The Parties shall attempt to settle through amicable negotiations any dispute, controversy or claim arising out of or in connection with these Conditions and/or the Contract.

14.2. In the absence of amicable settlement within 1 (one) month of discussion with respect thereto, any dispute, controversy or claim arising out of or related to these Conditions or Contract, or the breach, termination or invalidity thereof shall be finally settled by arbitration in the Arbitration Court of the Chamber of Commerce and Industry of Estonia in Tallinn (the Arbitration Court) in accordance with the Rules of the Arbitration Court. The language of the Arbitration Court proceedings shall be English. The Arbitration Court shall consist of 3 (three) arbitrators. The venue of the arbitration bearings shall be Tallinn, Estonia. The award of the Arbitration Court shall be final and binding upon the parties.

15. FINAL PROVISIONS

15.1. These Conditions, the Contract and any other agreements entered into between the parties hereto in connection with these Conditions shall be governed and interpreted in accordance with the laws of Estonia.

15.2. The United Nations Convention on Contracts for the International Sales of Goods (1980) shall not be applied to these Conditions or any Contract executed between the parties.

15.3. The Buyer shall inform JW within 3 (three) calendar days of the liquidation or bankruptcy proceedings initiated in respect of the the Buyer, a decision to transform the Buyer, the transfer of the Buyer’s business (ettuvõte) or any change of control event in the Buyer.

15.4. Any notice or other communication under the Contract and/or the Conditions shall be made or given in the English language. Such notice or other communication shall be deemed to have been duly made or given when delivered by hand or courier delivery against the signature of the addressee party or sent by registered mail to the address of the addressee party or party provided in the Contract. Notices and other communication, which are not required to be made or given in writing, may be delivered to the addressee party’s e-mail address provided in the Contract.

15.5. The Buyer and JW shall immediately inform one another of any circumstances related to the Conditions and/or Contract in which the other party may have a reasonable interest.

15.6. The headings contained in these Conditions are inserted for the ease of reference only and shall not affect the interpretation of these Conditions.

15.7. If any provision of these Conditions or the Contract is not performed at all or performed in a different manner than provided in the Conditions or the Contract, this shall not mean that this provision has become ineffective.

15.8. If a provision of these Conditions or the Contract proves to be invalid or unenforceable in whole or in part, this shall not affect the validity or enforceability of other provisions. In such event, the parties undertake to replace the invalid or unenforceable provision by a valid or an enforceable provision, which most closely approximates the
financial purpose of the invalid or enforceable provision.

15.9. These Conditions can be supplemented and/or amended unilaterally by JW at any time provided that JW has notified the Buyer by email thereof at least fourteen (14) calendar days before the entry into force of such supplement and/or amendment. The amended Conditions will be made available on the website of JW at www.jeld-wen.ee.

15.10. The Buyer shall not, without the prior written consent of JW, assign any rights or obligations as provided for under these Conditions or under the Contract or the Contract itself.

15.11. In case of any conflicts or discrepancies between the English language text of the Contract and/or the Conditions and the text of the Contract and/or the Conditions in any other language, the English language text shall prevail and be applicable.