

## 1 SCOPE OF APPLICATION

These terms and conditions shall apply to sales transactions between Oy Meluton Ab (hereinafter "Seller") and the purchaser.

If the Seller's general terms of sale and the purchaser's procurement terms, e.g. terms of purchase, should conflict, the Seller and purchaser may agree on specific mutually acceptable terms in writing.

## 2 CONCLUSION OF SALE

### 2.1 OFFER AND PRICE

An offer shall be in force for the time period indicated in the offer. The price of the products does not include packing material or transport, unless specifically otherwise agreed.

Pricing shall be based on the costs valid on the day of the offer, including costs, taxes, and other public fees beyond the Seller's control.

The Seller shall have the right to revise prices on the offer if customs duties, exchange rates, factory prices, transportation costs, prices of raw materials, energy costs or other costs beyond the control of the Seller increase over 3% by the date of delivery. Price changes shall be notified to the purchaser without delay.

If the net price of an individual order is less than EUR 200.00 (excl. VAT), the Seller has the right to conjoin the purchaser's separate orders and/or add handling fees to raise the net price of the order to the minimum of EUR 200.00 (excl. VAT).

### 2.2 CONCLUSION OF AGREEMENT

In an offer-based sale, an agreement is concluded once the purchaser has stated their acceptance of the Seller's valid offer, and the Seller has confirmed the order, or the purchaser has placed an order for the products on offer.

In other cases, an agreement is concluded once the Seller has confirmed the purchaser's order. The order may be confirmed orally or in writing, or by delivering the products.

## 3 OBLIGATIONS OF THE PARTIES

### 3.1 DELIVERY TIME AND QUANTITY

The default delivery time is four (4) weeks from order confirmation. However, the Seller and purchaser may agree on a delivery time shorter or longer than the default delivery time. For deliveries in less than four (4)

weeks, the Seller shall charge an express delivery fee of EUR 100.00 (excl. VAT) per order and per week, unless otherwise agreed.

The Seller shall be liable for delivery of products in accordance with the default delivery time or the delivery time agreed on with the purchaser. However, the Seller has the right to deviate from the delivery time for +/- three (3) working days without prior notice or any liability to compensation.

Additionally, the Seller has the right to deviate from the delivery time without any liability to compensation, if the delay is due to:

- an impediment that the Seller cannot prevail with reasonable measures
- defects in deliveries from the suppliers or manufacturers
- delays in deliveries from the suppliers or manufacturers due to the above-mentioned impediment
- fulfilling the agreement would require such measures from the Seller, that are unreasonable compared to the content of the agreement.

The Seller shall be liable to deliver the confirmed quantity of products. However, the Seller has the right to reduce or increase the quantity of products to be delivered by 10% without prior notice. The price of the delivery is based on the quantity of products and can deviate from the confirmed total price.

### 3.2 TERMS OF DELIVERY

The Incoterms delivery term clauses in force at the time shall be applied as terms of delivery. Unless otherwise agreed, the delivery term is Ex Works – collection from Seller's warehouse.

The Seller shall notify the purchaser, or if specifically agreed, to the purchaser's freight carrier, when the delivery is ready for collection. If the purchaser or their representative fails to collect the products from the Seller's warehouse within five (5) working days from the date of the notification, the Seller shall charge EUR 20.00 (excl. VAT) per pallet space per every starting week for storing the products.

### 3.3 PAYMENT OF PURCHASE PRICE

The purchaser is obliged to pay the purchase price in accordance with the agreed terms of payment. Unless otherwise agreed, the term of payment shall be the Seller's usual payment term (7 days net). The term of payment shall be calculated as of the date of the delivery being ready for collection in the Seller's warehouse.

In the case of a delay in payment, interest at the rate of eight (8) per cent shall be charged from the purchaser. Additionally, the Seller shall have the right to charge reasonable collection costs. The purchaser is obliged to pay the purchase price in accordance with this agreement, even if the purchaser neglects the agreed acceptance of the products they have ordered.

If the purchaser cites defective products or a faulty invoice and refuses to pay the purchase price, the purchaser is still obliged to pay the purchase price of flawless products in accordance with the agreement.

If the purchaser neglects their obligation to pay, the Seller shall have the right to delay deliveries until the overdue payments are received. The agreed delivery time shall be postponed correspondingly, and the purchaser has no right to claim for compensation due to the delay from the Seller, or to cancel the trade.

If the purchaser fails to settle the outstanding amount within fourteen (14) days from the due date, the Seller shall have the right to consider the purchaser's total debt, including the amount of undue debt, as outstanding immediately.

### **3.4 PRODUCT CHARACTERISTICS**

The Seller shall only be liable for the information they have provided themselves on the usage and characteristics of the products.

### **3.5 INSURANCE**

The Seller shall not insure the deliveries.

### **3.6 PACKAGING AND TRANSPORTATION**

The Seller shall deliver the products in such packages that they can be delivered in usual condition when the circumstances are usual. The Seller has the right to charge the realized packaging costs from the purchaser.

### **3.7 DAMAGES**

The Seller shall not be liable for any direct or indirect damages caused by a delay, defective products, or deficit in the quantity of products.

### **3.8 COMPLAINT ON DEFECTIVE PRODUCTS**

When accepting the delivery, the purchaser is obliged to establish that the order and delivery correspond to the quantity of products recorded in the consignment and dispatch notes, and that the products are not damaged on the outside. The purchaser is liable to acknowledge the above by signing the consignment note.

The freight carrier and the Seller must be immediately notified of any damage visible on the outside of the product. The Seller must be notified of other defects within ten (10) working days. The purchaser is always liable to inspect the product prior to installation. If the product is installed, it is considered to be accepted.

Together with the complaint, the purchaser must give the below information in writing to the Seller:

- product name / product number
- quantity of products under complaint
- delivery batch
- description of defects

The Seller shall have the right to primarily repair the defects or replace the products with new ones. The Seller shall not be liable for any indirect or direct damages caused by a defect in the product.

If the purchaser has had an opportunity to inspect the products or a sample of the product prior to the conclusion of purchase, the purchaser cannot cite a defect they should have noticed during the inspection.

The purchaser has no right to return the product under complaint before they have agreed on the return with the Seller.

### 3.9 RETURNS

Return of products shall be accepted only if:

- the delivery is not in accordance with the order, or
- the product is defective, and if
- the product has been returned or the defect notified within ten (10) working days from the receipt of the product.

Returns due to other reasons shall only be accepted if the return was agreed on beforehand. Returns due to other reasons are refunded to the purchaser on the rate of 70% of the purchase price, unless otherwise agreed. The purchaser pays the transportation costs of returns. The product to be returned must be packed properly, and sent with a dispatch note stating:

- item name and quantity
- reason for return
- with whom the delivery is agreed
- the Seller's dispatch note and/or invoice number
- desired measures (refund, replacing products, etc.)

The return of products is not accepted:

- if the purchaser, purchaser's personnel or the storing by the purchaser has caused the damage;
- if the product was tailored (products manufactured according to purchaser's measurements or designs).

The purchaser is liable to notify the supplier if the product has damaged during transportation.

## 4 RESCISSION OF AGREEMENT

### 4.1 PURCHASER'S RESCISSION RIGHT

If the Seller's delivery significantly deviates from what has been agreed, and the defect is not repaired within a reasonable time as a result of a written notice submitted by the purchaser, or new products complying with the agreement delivered, or if the delivery is delayed due to the Seller so as to cause unreasonable harm to the purchaser, the purchaser shall have the right to rescind the agreement.

### 4.2 RESCISSION OF ORDERS

If the purchaser cancels the purchase after their order, regardless of the reason the purchaser is liable to compensate to the full amount all costs caused by the preparation of the delivery, including work costs, storing, ordering and transporting the products as well as other possible costs.

The purchaser has no right to cancel orders on products that are manufactured or purchased especially for the purchaser (Sale of Goods Act §52).

#### **4.3 SELLER'S RESCISSION RIGHT**

If the payment of the purchase price is delayed from its due date, and the delay is not caused by the Seller, the Seller shall have the right to cancel the sale in its entirety, or the portion of the sale pertaining to product that the purchaser has not yet received, provided that the delay is significant.

The Seller shall also have the right to rescind when based on the purchaser's declaration, or otherwise, it is evident that the purchaser's payment will be significantly delayed.

The Seller may, furthermore, cancel the sale, if the purchaser fails to co-operate in relation to the transaction in a reasonable manner to enable the Seller to fulfil the agreement. The Seller shall also have the right to rescind the sale if the purchaser fails to collect or receive the products in the agreed time.

#### **5 LIABILITY FOR DAMAGES**

The Seller shall not be liable for any direct or indirect damages due to a breach of the agreement.

#### **6 RIGHT OF OWNERSHIP**

The right of ownership is transferred to the purchaser upon the payment of the purchase price, unless otherwise agreed.

#### **7 GOVERNING LAW AND DISPUTE RESOLUTION**

Disputes arising from the interpretation of these terms of sale shall be solved at the court of first instance in the Seller's domicile and in accordance with Finnish laws.

Upon placing an order, the purchaser accepts the above terms of sale.