

General Terms of Sale starting 4.2022

1. Applicability

These terms are the general terms of sale of VILPE Oy. If these terms have been approved once in a trade between the parties, they shall also be regarded as approved in subsequent trades. If one party is informed of the terms based on a previous trade, the terms still apply to this first trade even if they were not specifically approved at the time. These terms do not apply to agency trade.

2. Closing a Sale

2.1. Tender

The Supplier's tender is valid for the period mentioned in the tender. If no validity period has been mentioned, it is 30 days. All pictures, drawings, calculations and other documents related to the tender remain the Supplier's property. The recipient of the tender may not use them to the Supplier's disadvantage, disclose them to a third party or otherwise utilise them.

2.2. Order

In an order-based sale, an agreement is made when the Buyer indicates approval of the Supplier's tender as such. Otherwise, the sale is closed after the Supplier has confirmed the order or delivered the item(s).

3. Supplier's Responsibilities

3.1. Delivery Time

Unless otherwise agreed, the delivery time is considered to start at whichever of the times listed below is the latest:

- Date of the agreement
- In sales requiring an official permit, the date the Supplier received the permit declaration
- Date the agreed security or advance payment was given
- Date the Buyer supplied the information required for the delivery

3.2. Terms of Delivery

EXW Mustasaari Finland (Incoterms 2020). Additional pallet charge.

3.3. Warranty

The sold goods have a valid warranty according to the manufacturer's terms.

3.4. Properties of Product

The Supplier is responsible for the quality and other properties of a product only according to the information specified in the agreement and other information provided by the Supplier. The Buyer is responsible for the correctness of the information provided to the Supplier concerning the application of the product. With respect to product liability, the Buyer shall carefully study all the Supplier's specifications, instructions and descriptions concerning the product and act according to the limitations they require. The products shall absolutely be used only in the manner and in the applications they are intended for. If there is any uncertainty, the Buyer shall establish the suitability of the product for the intended use. When using the product, all instructions provided separately by the Supplier and common caution shall be followed. With respect to both product liability and product safety, the Buyer shall inform a new buyer of the matters known to him in case of a resale or transfer. The Supplier shall be immediately notified in writing of all issues related to product liability and product safety, and legal proceedings shall be initiated within three (3) years after the Buyer first became aware of any damage or liability for damages.

3.5. Indirect Damage

The Supplier is not liable for indirect damage to the Buyer due to a delay or faults in the delivery.

4. Buyer's Liability

4.1. Selling Price

The selling price is the price agreed upon by the parties. If the price has not been agreed, the selling price is the going price charged by the Supplier.

4.2. Term of Payment

The term of payment is determined by the common term of payment in the sector, which is 14 days net. Calculation of the term of payment starts on the invoice date (for warehouse deliveries) or on the delivery date (for factory deliveries). Any further remarks regarding the invoice must be communicated within 8 days of the start of the invoice date.

4.3. Revising the Purchase Price

The Supplier reserves the right to revise prices, should the exchange rates that directly affect the sale prices, VAT, import fees or other fees, taxes or tax-like fees independent of the Supplier change before the delivery date.

4.4. Interest for Delay and Collection Costs

Should the payment be delayed, an interest of 10 % will be charged for the delayed time. In addition to the interest for delay, the Supplier may also recover the collection costs.

4.5. Securities

If the provision of security has been agreed to, this will be provided before the delivery of the products has begun. The Supplier may also later require that a security for the sale price be paid if there is good reason to believe that the sale price itself (or a part of it) will not be paid. The Supplier may delay further deliveries until over-

due payments have been paid, or an acceptable security has been provided. The Supplier is also entitled to this when an overdue part of the sale price has not been paid. The Buyer has no right to make any claims because of this delay.

4.6. Inspection of Products

The Buyer is obliged to check the quantity and quality of the goods at the time of receipt, and to indicate any deviations in their acknowledgment of the receipt. The Buyer shall immediately notify the Supplier of any faults or shortages in the delivery.

4.7. Complaints and Rectifying Errors

If a delivery is found to be partially faulty, the Buyer will notify the Supplier of the error in writing within 7 days of the delivery date. The Supplier will then either primarily repair the fault or deliver a replacement product. The Buyer cannot demand a delivery if a change has occurred in the conditions which significantly alters the relationship laid out in the originally agreed upon performance obligations.

4.8. Product Return

In cases of product returns, the Buyer should always contact the Supplier before returning the product. Returned products should always be flawless and packaged in their original packaging. In cases where the Supplier has made a mistake, the payment will be refunded completely. In other return cases, a maximum of 70% of the price will be refunded.

5. Termination

5.1. Buyer's Right to Terminate

If the Supplier's delivery differs in an essential way from what was agreed upon and the fault is not repaired within a reasonable time after the Buyer's written complaint, or if a new product according to the agreement is not delivered or the delivery is delayed due to the Supplier in a manner causing unreasonable inconvenience to the Buyer, the Buyer has the right to terminate the agreement. If the product which is the subject of the sale has been manufactured, purchased or packaged especially for the Buyer according to their instructions and wishes, and the Supplier cannot utilise the product without loss in other ways, the Buyer may cancel the sale due to the Supplier's delay only if the purpose of the sale cannot be achieved because of the delay.

5.2. Supplier's Right to Terminate

If the selling price is not paid within the time limit, for reasons other than those caused by the Supplier, the Supplier may cancel the sale (or that part of the sale which the Buyer has yet to receive) should the delay be significant. The Supplier also has the right to terminate a sale when—based on the Buyer's declaration or otherwise—it can be assumed that the Buyer's payment will be significantly delayed. Furthermore, the Supplier may terminate the sale if the Buyer does not contribute to the sale as agreed upon or as can otherwise be reasonably expected.

5.3. Force Majeure

The Supplier is not liable for fulfilling an agreement if an act of God, fire, machine damage or a comparable disturbance, strike, lockout, war, mobilisation, export or import ban, lack of transport equipment, terminated manufacture, traffic disturbance or similar obstructions beyond the Supplier's control prevent the delivery of a product or part of a product. In addition, when the fulfilment of the agreement would require sacrifices on the part of the Supplier which would be unreasonable compared to the benefits incurred by the Buyer, the Supplier is not required to fulfil the contract. The Supplier is not liable to compensate the Buyer for any damage caused by nonfulfillment of the agreement, and they may also cancel the agreement.

6. Insurance

All parties shall insure the products according to their own responsibilities specified in the agreed terms of delivery. All other insurance responsibilities will be agreed upon separately.

7. Transfer of Ownership

Ownership of a product is transferred to the Buyer when the full selling price has been paid and is freely available to the Supplier—acceptance of a delivery is not regarded as payment. The Supplier may at any time, without advance notice and separate payment, recover products which have not been paid for in full. If, in such a situation, the Buyer has partially paid for the products in question, both parties will make an account within 30 days and present their calculations to the opposing party.

8. Declarations

The Sender is to be responsible for the reception of notifications sent to the other party.

9. Disputes

Any disputes due to these delivery terms and the interpretation of these delivery terms shall be settled at the district court in the Supplier's place of domicile.



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