



GENERAL TERMS AND CONDITIONS OF SALE AS OF 1 JANUARY 2023

1. Scope

These are VILPE Oy's (the "Seller") general terms and conditions of sale. The General Terms and Conditions of Sale apply to the sale of goods between the Seller and the buyer (the "Buyer"), to the extent that there is no specific contract between the Seller and the Buyer on any of the matters governed by these General Terms and Conditions of Sale. These terms and conditions do not apply to agency trading.

2. Conclusion of a contract

The Seller's offer is valid for the period specified in the offer. If a validity period is not specified in the offer, it is valid for 30 days from its date, or alternatively, if the date is missing, from the delivery of the offer to the Buyer. In the case of an offer-based sale, the contract is concluded when the Buyer has informed the Seller that it accepts the offer as it stands. Otherwise, the contract is concluded when the Seller has confirmed the Buyer's order with a written order confirmation or delivered the goods to the Buyer on the basis of said order.

3. Delivery and receipt of goods

3.1. Delivery time

Unless a delivery time is specifically agreed between the Seller and the Buyer, the delivery time of the Goods shall be deemed to begin on the later of the dates specified below:

- the date of the contract
- the date of receipt by the Seller of the notice of official consent in the case of purchases that require the consent of the authorities
- the date of receipt by the Seller of the agreed guarantee or advance
- the date of delivery by the Buyer of all the information necessary for the delivery of the goods to the Seller

3.2. Delivery terms and additional charges

The delivery terms are EXW Mustasaari or Espoo Incoterms 2020 (pick-up). Pallet charge €15.00/pcs

Handling fee €3.50/shipment

Under-packaging surcharge €6.00/item

3.3. Receipt and inspection of goods

The buyer is obliged to check the quantity and quality of the goods at the time of receipt, as well as to record any deviations and the acknowledgement in the waybill. Any damage, defect or deficiency must be immediately reported to the Seller.

4. Seller's liability and limitations thereof

The goods sold are covered by a warranty in accordance with the Seller's warranty terms. The Seller shall be responsible for the quality and other characteristics of the goods only in accordance with the information specified in the contract between the Seller and the Buyer and other information provided by the Seller. The Buyer must read carefully all the Seller's product specifications, instructions and descriptions and act within the limits required by them. The Seller's Products may only be used in the manner and for the purposes for which they are normally intended according to the information provided by the Seller or otherwise. The Buyer is obliged to determine the suitability of the Product for the Buyer's use and use. General caution and separate instructions given by the Seller shall be followed in the use of the Product. In the event of resale or on-lending, the Buyer shall communicate the facts of his knowledge of the Product to the new owner. All matters relating to product liability and product safety (including without limitation doubts) must be brought to the Seller's attention without delay by written notice. An action regarding product liability or product safety must be filed within three years after the Buyer has become, or should have become aware of possible damage or the Seller's possible liability for damages. The Buyer shall be responsible for providing accurate information to the Seller in relation to the use of the goods or any other similar matter. The Seller is not liable for indirect damages, and is therefore not liable for indirect damages caused to the Buyer or a third party, for example, due to a delay or incorrect delivery of goods/services.

In all cases, the responsibility and liability of the Seller under the contract between the Seller and the Buyer is limited to (a) the value of the goods sold by the Seller to which the Buyer's claim relates, or (b) EUR 2,500, whichever is lower. The Seller shall not be liable for damages resulting from the Buyer's breach of contract or the Buyer's failure to fulfill its obligation under these General Conditions of Sale, such as the obligation to inspect the delivered goods or to file a complaint within the time limit.

5. Price, security and terms of payment

5.1. Purchase price

The purchase price is the price agreed by the Seller and the Buyer. If a price has not been agreed upon, the purchase price is in accordance with the Seller's price list or otherwise the current price charged by the Seller.

5.2. Payment

The payment term is 14 days net. In the case of stock deliveries, the payment period starts from the date of the invoice and in the case of factory deliveries from the date of delivery. Notes regarding the invoice must be made within eight (8) days from the date of the invoice.

5.3. Adjustment of the purchase price

If exchange rates that directly affect import prices, VAT, raw material prices or other purchase costs of the Seller, import fees or other charges, taxes or tax-like charges change for reasons beyond the Seller's control before the delivery date and if the costs referred to in this paragraph increase by more than 10%, the Seller and the Buyer shall renegotiate the purchase price.

5.4. Interest on late payments and recovery costs

In case of late payment, the annual interest rate is 10%. The Seller shall also be entitled to charge reasonable recovery costs.

5.5. Collateral

The Buyer must lodge any security before starting the delivery of the goods. If the Seller has compelling reasons to assume that the purchase price or part of it will not be paid, the Seller is entitled to demand that a security be posted for the payment of the purchase price even after the start of the delivery. The Seller has the right to withhold deliveries until the due payments have been made or an acceptable security has been provided. The Seller is so entitled even if a part of the purchase price due has not been paid. In this case, the Buyer is not entitled to compensation for the delay in delivery.

6. Complaints and correction of errors

The Buyer shall notify the Seller of defects in the delivery or goods within seven (7) working days from the time when the defect was detected or should have been detected. The Seller has the right of choice to either correct the defect or deliver new goods. The Buyer is not entitled to demand a new delivery if there has been a material change in circumstances of the relationship between the Seller and the Buyer's originally agreed performance obligations, and the renewal of the delivery would therefore be unreasonable from the Seller's point of view.

6.1. Return of goods

Possible returns must always be agreed in advance with the Seller. Returned Products must be flawless and in their original packaging. The invoiced amount will be refunded in full if it is a refund in accordance with the warranty terms. Refunds due to other reasons and accepted by the Seller will be refunded up to 70% of the invoiced price.

7. Termination of the Contract

7.1. Buyer's right to terminate

If the Seller's delivery deviates substantially from what was agreed and the defect is not remedied after the Buyer's written notice within a reasonable time or new goods in accordance with the contract are not delivered, the Buyer has the right to terminate the contract. The Buyer also has the right to terminate the contract if, for reasons attributable to the Seller, the delivery is substantially delayed and the delay causes the Buyer unreasonable inconvenience. If the goods subject to the sale are manufactured, purchased or packaged specifically for the Buyer and the Seller cannot use the goods in any other way without financial loss, the Buyer has the right to terminate the contract due to the Seller's delay only if the purpose of the purchase is not substantially achieved due to the delay.

7.2. Seller's right to terminate

If the purchase price is not paid by the due date, the Seller has the right to terminate the contract or the part of the trade for which the goods have not yet been delivered. The Seller also has the right to terminate the contract if, on the basis of the Buyer's notification or otherwise, it is evident that the Buyer's performance will be substantially delayed. In addition, the Seller may terminate the contract if the Buyer does not contribute to the sale as agreed or otherwise reasonably required.

8. Force majeure

The Seller shall not be obliged to fulfil the Contract if a natural disaster, fire, strike, lockout, war, mobilization, export or import ban, traffic disturbance, pandemic or any other kind of barrier that the Seller cannot reasonably overcome would prevent the delivery of the Goods or a part thereof, or the performance of the contract would require sacrifices of the Seller that are unreasonable in comparison with the benefit to the Buyer. The Seller may refrain from carrying out the service in accordance with the delivery for the duration of the force majeure. In such a case, the Seller shall notify the Buyer of the beginning and end of the force majeure event and of the time when the Seller will resume delivery in accordance with the delivery. The Seller also has the right to terminate the contract if the delivery becomes completely impossible or it is clear that the force majeure lasts for more than six (6) months.

In case of force majeure, the Seller is not obliged to compensate the Buyer for any direct or indirect damage caused by the delay or non-fulfilment of the delivery in accordance with the contract.

9. Insurance of the goods

The parties shall insure the goods in accordance with the division of responsibilities and transfer of risk indicated in the agreed delivery terms. Other insurance policies, if any, must be agreed separately.

10. Intellectual property rights

All intellectual property rights (including, without limitation, patents, trademarks and copyrights) in any information, material or material provided by Seller to Buyer for the purposes of the offer or delivery shall be the property of the Seller, and no intellectual property rights shall be transferred to Buyer in connection with the offer, contract or delivery.

The Seller shall not be liable for any infringement of third party intellectual property rights.

11. Transfer of ownership

Ownership of the goods is transferred to the Buyer when the entire purchase price has been paid and the payment of the purchase price is fully available to the Seller. The seller may, at any time, without notice and without paying an account, retrieve the goods for which the invoice is due and which have not been paid in full. If the Buyer has paid part of the invoice for the goods, the Seller and the Buyer must reconcile their accounts within 30 days and present their invoices to each other.

12. Notices

Notices sent to the other Party shall be received under the responsibility of the sender of the notification.

13. Applicable law and settlement of disputes

Finnish law applies to this contract, excluding the conflict of laws rules and the United Nations' Convention on International Sale of Goods (CISG).

Disputes and claims arising from the contract that cannot be resolved by negotiations between the parties, shall be settled in the District Court of the Seller's domicile in the first instance. The Seller and the Buyer may agree that the dispute shall be settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce, in which case the arbitral tribunal shall be composed of one arbitrator. Arbitration will be conducted in Vaasa, in Finnish.



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