

General Terms of Sale 1.1.2019

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 be regarded as approved also in subsequent trades. If one party has in fact been informed of the terms based on a previous trade, the terms shall apply also to the first trade, even if the terms have not been specifically approved. 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 shall be considered to start at the below mentioned time that 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 2010). 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 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, 14 days net. Calculation of term of payment starts on the invoice date for warehouse deliveries and on delivery date for factory deliveries. Any remarks regarding the invoice must be done within 8 days from 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 % is charged for the delayed time. In addition to the interest for delay, the Supplier may also recover the collection costs.

4.5. Securities

If giving security has been agreed, the security shall be given before the delivery of the products is started. The Supplier may require also later that a security for the sale price be paid if he has good reason to believe that the sale price or a part of it would not be

paid. The Supplier may delay further deliveries until overdue payments have been paid or an acceptable security has been given. The Supplier is entitled to this also 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 Product

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

4.7. Complaint and Rectifying an Error

If a delivery is faulty in part, the Buyer shall notify the Supplier, in writing, of the error within 7 working days of the delivery date. The Supplier may primarily repair the fault or deliver a new product. The Buyer cannot require a delivery if a change has occurred in the conditions that significantly alters the relationship of the originally agreed 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 packages. 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 essentially differs from what was agreed 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 if 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 being the subject of the sale has been manufactured, purchased or packed especially for the Buyer according to his 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 integrally achieved because of the delay.

5.2. Supplier's Right to Terminate

If the selling price is not paid during the time limit, not due to the Supplier, the Supplier may cancel the sale or that part of the sale, the products of which the Buyer has not yet received, should the delay be significant. The Supplier has the right to terminate 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 or otherwise reasonably expected.

5.3. Force Majeure

The Supplier is not liable for fulfilling the 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 its part. In addition, when fulfilling the agreement would require sacrifices unreasonable compared to the benefits to be occurred by the Buyer, the Supplier is not required to fulfil the contract. The Supplier is not liable to compensate to the Buyer any damage caused by nonfulfilment of the agreement, and he may also cancel the agreement.

6. Insurance

The parties shall insure the products according to the responsibilities of each party according to the agreed terms of delivery. All other insurances shall 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. An acceptance is not regarded as payment. The Supplier may at any time, without advance notice and separate payment, recover the products that have not been paid in full. If the Buyer has paid a part, both parties shall make an account within 30 days and present their calculation 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 deliveries and interpretation of these delivery terms shall be settled at the district court of the place of domicile of the Supplier.

