



## 1. INTRODUCTION

These General Terms and Conditions (the "GTC") shall apply to all sales of products sold by Finesse Finland Oy or any authorized representative (the "Supplier") to a buyer (the "Buyer"). Any deviations from the present GTC shall be deemed valid only if the parties approve any of such deviations in writing. The Buyer acknowledges that it has read and scrutinized the present GTC and expresses its consent to be bound by the entire contents of this GTC. The Supplier's offers are non-binding until accepted and confirmed by a purchase order issued by the Buyer in compliance with this GTC which is acknowledged by the Supplier. These Conditions shall form an integral part of all sales contracts. Unless expressly agreed by the Supplier, the Buyer shall not have the right to change or cancel any purchase order after it has been received by the Supplier.

## 2. DELIVERY, OWNERSHIP, ACCEPTANCE AND RETURNS

- 2.1 Unless otherwise agreed in writing, the products shall be deemed to be sold EXW Supplier's warehouse, Mustasaari, Finland (Incoterms® 2020).. Unless the Buyer has notified the Supplier of any shortages or damage within five (5) days following delivery of the products, the Buyer shall be deemed to have accepted the quantity and quality of the products delivered by the Supplier as being in accordance with the sales contract. No returns of products will be permitted or allowed by the Supplier. Packing materials shall not be returned to the Supplier. The risk for the products shall be transferred to the Buyer in accordance with the applicable Incoterm. Title to the products shall pass to the Buyer only when payment in full has been received by the Supplier.
- 2.2 Any delivery dates quoted by the Supplier shall be deemed to be an estimate only. If the Buyer anticipates that it will be unable to accept the delivery of products at the agreed with the Supplier, the Buyer shall notify the Supplier in writing together with a time when the Buyer anticipates being able to accept the delivery. The Buyer shall pay the part of the sales price that becomes due at the delivery as if the delivery had taken place. The Supplier may by notice require the Buyer to accept the delivery within a final reasonable time. Any additional costs related to such delay shall be borne by the Buyer.

## 3. PAYMENT AND TAXES

- 3.1 Unless otherwise agreed, the Buyer shall transfer the sales price due to Supplier to the bank account specified by Supplier within fourteen (14) days of the date of the invoice.. Payment shall be made in full without any set off, counterclaim or deduction. The Supplier shall have the right to, as a precondition to delivering any products, request an advance payment. The Buyer shall pay interest on overdue payments from the maturity date until the actual date of payment in accordance with the Finnish Interest Act (1982/633). The Buyer shall pay the Supplier all costs related to the collection of overdue amounts, including reasonable attorneys' fees. In the event any payment is more than thirty (30) days late, the Supplier shall be entitled to suspend or terminate the sales contract by written notice to the Buyer, and such remedies shall not be exclusive of the Supplier's additional rights under contract or law.
- 3.2 The Buyer shall pay, where applicable, all duties, withholding and other taxes, customs fees and charges.

## 4. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

The parties acknowledge that the sales contract or documents provided in connection thereof may contain confidential information. The parties agree to not disclose to a third party any document or data provided by the other party without the prior written consent of the other party or use them for purposes other than those for which they were provided. No intellectual property rights shall be transferred between the parties.

## 5. WARRANTY

- 3.3 The Supplier shall repair or replace, at its sole discretion, any defect in the products sold by the Supplier, which appears during the warranty period as a result of defective material or manufacturing. The warranty period for the products begins on the date of delivery and ends twelve (12) months from the date of delivery. If the products cannot be delivered at the agreed time due to reasons attributable to the Buyer, the warranty period shall commence on the date delivery should have taken place according to the sales contract. Should a product be repaired or replaced under warranty, the warranty period in respect of the products which have been repaired or replaced under the warranty shall upon the expiration of the warranty period applicable to the originally supplied products. The Buyer shall immediately take appropriate steps to prevent any defect from becoming more serious. All warranty claims with respect to this warranty shall be made in writing without delay and not later than fourteen (14) days following discovery of such defect during the warranty period. Replaced Parts shall become the Supplier's property and shall be returned to the Supplier upon Supplier's request. Delivery of replaced or repaired



products will be made in accordance with EXW Supplier's warehouse, Mustasaari, Finland (Incoterms® 2020)...  
The Buyer shall have the responsibility to establish that its claim is covered by this warranty.

- 3.4 The Supplier shall not be liable for any defect due to or arising in connection with: (1) any materials, components, parts tools, designs or software not provided by the Supplier; (2) negligence or wilful misconduct of the Buyer; (3) normal wear and tear; (4) improper installation or alterations carried out by the Buyer; or (5) any use, service or operation of the products which is not in conformity normal industry practice. The Supplier's warranty obligation does not include any cramage, electricity, scaffolding, demounting or mounting costs, expenses of the Supplier's personnel or representatives, taxes and duties, and all such costs and expenses shall be reimbursed by the Buyer to the Supplier when applicable.
- 3.5 THE SUPPLIER SHALL HAVE NO OTHER WARRANTY OBLIGATIONS THAN THE ONES SET FORT IN THIS CLAUSE 5 OF THIS GTC, CONSEQUENTLY, SUPPLIER SHALL BE EXEMPT FROM ANY OTHER GUARANTEE OBLIGATIONS INDEPENDENTLY OF THE FACT WHETHER THEY ARE STIPULATED IN LEGISLATION OR ARE BASED ON SOME CONTRACT OR ARE ACCEPTED BY IMPLIED CONDUCT.

## 6. LIMITATION OF LIABILITY

- 6.1 UNDER NO CIRCUMSTANCES SHALL THE SUPPLIER BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES. FOR THE PURPOSES OF THE SALES CONTRACT, INDIRECT AND CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO LOSS OF PROFIT, LOSS OF PRODUCTION AND REVENUES, LOSS OF CONTRACTS, LOSSES ARISING FROM THE LIMITED OR FAILED USE OF EQUIPMENT, LOSS OF POWER, LOSS OF USE, COSTS OF CAPITAL, COSTS OF REPLACEMENT EQUIPMENT, DOWNTIME COSTS, CLAIMS OF CUSTOMERS OF BUYER OR COSTS OF REPLACEMENT OF POWER OR LOSS OF ANTICIPATED SAVINGS, INCREASED COSTS OF OPERATION OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGE, LOSS OF ANY NATURE WHATSOEVER.
- 6.2 THE SUPPLIER'S AGGREGATE LIABILITY TO THE BUYER UNDER THIS CONTRACT SHALL IN ALL CASES BE LIMITED TO THE SALES PRICE OF THE SOLD PRODUCT.
- 6.3 The Buyer shall be responsible for any data connections as well as other integration of the products in the Buyer's systems including protection of the same against any cyber security threats.
- 6.4 Any claims against the Supplier under on in connection with the sales contract, will be deemed waived and absolutely time barred no later than twelve (12) months from the date of delivery.

## 7. EXPORT CONTROLS AND TRADE SANCTIONS

The parties agree that the products shall be delivered subject to all applicable export controls, sanctions or restrictions imposed on technology and products by any country or organization or nation which are enforceable in the jurisdiction of the Supplier, its affiliates or parent company, including the Suppliers country, the United Nations, the European Union and the United States of America. The Buyer acknowledges that the products and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted or transferred, directly or indirectly, contrary to such controls, sanctions or restrictions.

## 8. FORCE MAJEURE

Neither the Buyer nor the Supplier may be held responsible for any fault or delay caused by force majeure and therefore are outside the control of the contracting parties. The scope of the force majeure events include, but is not limited to the following: government action, rule of law, measures of public authorities, war (either declared or not), military and civil disturbances, natural disasters (floods, earthquake, windstorm, epidemic, fire), embargo, sabotage, maritime disaster, strikes and labour disputes.

## 9. GOVERNING LAW AND ARBITRATION

The sales contract shall be governed by and interpreted in accordance with the laws of Finland. The Parties shall primarily make attempts to settle any of their disputes by negotiation. Should these attempts prove futile, the dispute shall be referred to the Ostrobothnia District Court.

## 10. MISCELLANEOUS PROVISIONS

This GTC, together with the additional agreed upon terms of the sales contract (relating only to quantities, price, time and location for delivery and technical specifications of products to be delivered by Supplier contain the entire agreement and



understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to such subject matter. If parts or certain clauses of this GTC are held to be invalid or otherwise unenforceable under applicable law, the remainder or the other clauses of this GTC and the sales contract shall still apply, as unamended, and the parties shall replace the invalid and unenforceable parts with such valid and enforceable provisions which are as near as possible to their common business intention. Any omission or delay of the Supplier in the course of exercising the rights arising from the sales contract may not be construed as a waiver of any right. The Buyer shall have no right to assign or transfer and rights or obligations under the sales contract without the written consent of the Supplier. The Supplier shall have the right to subcontract all of its obligations. No terms, conditions, representations, warranties or covenants contained in any correspondence, catalogue, or in any other form shall be applicable unless incorporated herein by express written agreement of the parties hereto.