

## 1 Scope of application

These general terms of sale shall be applied to all transactions between Finnish SpecialGlass Oy ("Seller") and buyer ("Buyer"), unless the parties have otherwise agreed in writing. "Goods" refer to product, material, work or service delivered or offered by the Seller.

If there is a discrepancy between Finnish and English versions of the general terms of sale, the Finnish version prevails regardless of the date of terms.

## 2 Conclusion of a sale

### 2.1 Quotation

The quotation by the Seller is valid for the time period stated in the quotation. If the period of the validity is not mentioned, the quotation is valid for 60 days from the date of the quotation. Price in the quotation is based on the information provided by the Buyer. The Buyer is responsible for the information (including, but not limited to, its accuracy, validity, and relevance). If the quantity or other information or aspect of the purchase order does not correspond to the quotation, the Seller has the right to adjust the price and the delivery based on the purchase order. The Seller reserves all rights.

### 2.2 Documents

The quotation and all additional documentation, as well as rights thereto, remain the property of the Seller. Unless agreed in writing or directly required by the delivery in question, these documents may not be copied, disclosed or used to the detriment of the Seller. In case there is no contract of sale, the documentation needs to be returned to the Seller upon request.

### 2.3 Contract of sale

A contract of sale is deemed to have been concluded when the Buyer accepts the Seller's quotation and the Seller has confirmed the sale. In other cases, the contract of sale is deemed to have been concluded when the Seller has confirmed the order or delivered the Goods.

In case the Buyer's purchase order differs from the Seller's quotation, a contract of sale is deemed to have been concluded on the terms of the quotation unless the written sales order confirmation by the Seller states otherwise. It is the Buyer's responsibility to check the accuracy and validity of the sales order confirmation.

A contract of sale is always deemed to have been concluded using these terms despite the Buyer may have delivered or referred to Buyer's terms of purchase even if the Seller has not specifically objected the application of Buyer's terms of purchase.

## 3 Seller's obligations

### 3.1 Period of delivery

The period of delivery commences on the latest moment in time: date of the conclusion of the contract of sale, date of the receiving the approval of the authorities by the Seller (in case such approval is required), date of provision of agreed deposit or advance payment, date when the Buyer has provided the information required for the delivery.

Delivery date refers to the date when the Goods are shipped or are collectible at the Seller's warehouse. In case the delivery date is a weekend or national holiday, the delivery date is deemed to be the next working day.

### 3.2 Terms of delivery

The delivery terms are Incoterms Ex Works (EXW). The Seller may also arrange delivery using the Buyer's own freight agreement, provided the Buyer supplies the carrier's customer or contract number. All responsibilities and risks associated with the delivery, including loading and transportation, rest solely with the Buyer. The Buyer is also responsible for arranging insurance for the shipment if needed.

### 3.3 Properties of the Goods

The Seller is not liable that the Goods are suitable for the Buyer's or its customers usage. The Seller is liable for the quality and other properties of the Goods only in accordance with the written information given by the Seller expressly in the contract of sale referred to.

## 4 Buyer's Obligations

### 4.1 Purchase price

All purchase prices are in euros and tax-free, meaning that, e.g., the VAT is not included in the price. VAT will be added to the purchase price per applicable laws. Unless the price has been otherwise agreed upon in writing, the purchase price is the fair price charged by the Seller.

The Seller reserves all rights to increase the purchase price should any of the following issues change before the Seller has sent the sales order confirmation: price of the material, exchange rate of foreign currency, tax on imports or exports, VAT or other tax, other fees under public law and regulation, or other unexpected payments not owing to Seller's actions. The Buyer shall not be entitled to set off any unpaid portion of the purchase price or default interest against any claims made.

### 4.2 Deposit and prepayment

In case it has been agreed that a deposit is to be provided, this must be given in full before the manufacturing of the Goods is commenced and material required in manufacturing is ordered. If it may be assumed that the purchase price would not be partly or fully paid in due time, the Seller has the right demand that deposit is provided to cover the total purchase price regardless of the moment in time. Same terms apply to prepayment.

### 4.3 Terms of payment

The Buyer is responsible to pay Goods in accordance with the terms of payment stipulated here or otherwise in writing. The Buyer shall cover all costs related to the payment, for example, but not limited to, cross-border credit transfer fees, currency exchange fees, and other service fees so that the Seller receives the payment in full.

Unless otherwise has been agreed in writing, the period of payments is 14 days. The period of payment commences from the date of the invoice. In case the purchase price is not paid by the maturity date (the final payment day) in full, the compensation is payable for the period of delay in accordance with the interest rate applied by the Seller at any given time and is effective from the maturity date. Additionally, the Seller is entitled to charge collection costs.

In case the payment is delayed, the Buyer has indicated about the payment delay, or it is otherwise plausible that the payment will be delayed, the Seller is entitled to terminate, refrain or delay all further deliveries until all outstanding invoices and compensations have been paid in full or a deposit accepted by the Seller has been provided. For such delays or termination for Goods delivery, the Buyer has no right to present any claims for compensation.

### 4.4 Delays due to Buyer

In case the delivery is terminated or postponed for any reason owing to the Buyer, the Seller has the right to invoice for the Goods according to the original delivery date and is also entitled to compensation in accordance with section 4.3 for the period of delay. Additionally, the Seller has the right to charge compensation for other direct and indirect costs related to the delay, for example, but not limited to, foreign exchange rate loss, storage costs, Goods becoming partly or fully obsolete.

## **5 Receiving Goods inspection**

The Buyer must carry out thorough incoming inspection procedure upon the delivery to ensure that the delivery is in accordance with the delivery note and that it is not damaged. Possible damage due to delivery, missing Goods or packages must be marked to the delivery note or corresponding document and the Buyer must notify the Seller in writing about any claim according to the section 6.

## **6 Non-conformities**

### **6.1 Complaints**

Any claim for any non-conformity of the Goods shall be notified in writing to the Supplier within 7 days of delivery. Prior to the usage, application or installation of the Goods the Buyer shall carry out additional inspection. In case the non-conformity was not apparent, the written notification shall be provided within 7 days of discovery date or when a diligent Buyer should have discovered the non-conformity. In any event, the notification is to be provided within 6 months of the delivery date in writing.

The written notification shall contain a detailed description of the alleged non-conformity, including delivery note, photographs, documentation about the non-conformity, and estimation of their magnitude.

In case the Buyer does not make the claim in writing in accordance within time frame mentioned above, the Buyer has not right to make any claims related to said non-conformities.

The Seller has the right to choose whether to deliver new Goods, replace the Goods partly, compensate, or fix the non-conformity.

### **6.2 Limitations to Seller's liability**

The Seller's liability is limited as stipulated in this and other sections in these terms.

The Seller's liability is limited only to the non-conformities for which the notification has been delivered according to the section 6.1.

The Seller is not liable for non-conformities that are due to improper storing, improper use, Goods being unfit for the purpose, improper installation, usage of non-confirming Goods, improper maintenance, improper fixing of the non-conformity, misuse, negligence, accidents or other external reasons that are not due the Seller. The Seller is not responsible for the normal wear and tear, degradation, deterioration, or external causes. If Buyer knowingly uses non-conforming Goods, the Buyer shall assume all liability and has no right to make any claims.

The Goods that have been replaced or compensated are the sole property of the Seller, and upon request, they need to be handed over to the Seller without additional costs or compensation packed in a similar manner as they were delivered including the following information: delivery note, the Seller's preliminary acceptance of return in writing, and quantity.

The Buyer has no right to make additional claims for the Seller. The Seller is not liable to compensate direct or indirect damages to the Buyer for example, including but not limited to, manufacturing loss, lost revenue, lost profit, or any other consequential financial or non-financial damage.

Limitations of the liability does not apply in case of gross negligence by the Seller.

In all cases, the Seller's liability for the non-conformity is limited to the amount the Buyer has paid, excluding taxes, for the non-conforming Goods to the Seller.

In case that the Seller is fixing, modifying, or otherwise handling goods, material or product owned by the Buyer, the Seller is not liable for any non-conformity or damage that may occur to the said item(s) or for the direct or indirect damages to the Buyer, including but not limited to, manufacturing loss, lost revenue, lost profit, or any other consequential financial or non-financial damage.

## **7 Returning Goods**

The Buyer has no right to return the Goods.

## **8 Termination of contract**

In case the Seller's delivery is substantially different from the agreement and the non-conformity has not been rectified despite the notification delivered by the Buyer in due time (in accordance with section 6.1) or the delivery is significantly delayed solely owing to the Seller to the extent that it causes the Buyer unreasonable inconvenience, the Buyer has the right to terminate the contract.

If the Goods that are the subject of the contract have been manufactured or acquired especially for the Buyer in accordance with the Buyer's wishes and instructions, and the Seller is unable to use the goods in any other way without considerable loss, the Buyer may terminate the contract because of delay owing to the Seller only in the event that such delay results in the Buyer's essential failure to achieve the purpose of the contract.

The termination of the contract shall apply only to the part of the delivery, which is non-conforming or delayed.

The Seller has the right to terminate the contract, if the Buyer has not complied with the terms and conditions of the contract, if there is any information as reported by the Buyer, or it is otherwise apparent that the payment by the Buyer will be substantially delayed (including, but not limited to, the Buyer ceases, or threatens to cease, to carry on business in whole or in part; the Buyer makes any voluntary arrangement with its creditors or becomes bankrupt or goes into liquidation.)

If the importation of the Goods, or related materials, becomes impossible or substantially more expensive than anticipated due to regulations or other official measures restricting the importation (e.g. import restriction or customs duties), the Seller has the right to terminate the contract.

In the above cases, the Seller has the right to cancel the sale without liability. Any liability of the Buyer for damages shall be governed by the other sections of these terms.

## **9 Transfer of title**

Title to the Goods is transferred to the Buyer once the entire purchase price has been paid to the Seller in accordance with the section 4.3. Prior to the transfer of title, the Buyer must clearly label the Goods indicating that they are the property of the Seller or keep them separated from the Goods owned by the Buyer.

## **10 Force Majeure**

The Seller is not required to fulfil the contract if delivery of the goods or part thereof is prevented by for example, but not limited to, storm, flooding or any natural obstacle, fire or similar accident, mechanical breakdown or similar malfunction, machinery malfunction or IT system disruption, war, mobilisation,

blockade, riot, insurrection, terrorism, strike, lockout, discontinuation of production, prohibition on imports and exports, embargo, shortage of raw materials, energy or labour, lack of transport, traffic disruption or similar obstacle that is outside the Seller's control preventing or rendering the delivery of the Goods or parts thereof unreasonably difficult or costly.

The Seller is not required to compensate the Buyer for any loss resulting from failure to fulfil the contract and the Seller may also terminate the contract.

***Industrial Components Since 1974***

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