

Wihuri Oy Technical Trade's General Terms of Sale, updated 1.2.2023

1. Scope

These General Terms and Conditions of Sale shall apply to any and all sales of goods sold by Wihuri Oy Technical Trade, or by a company belonging to the same group of companies as Wihuri Oy, unless the parties have expressly agreed otherwise in writing. The purchaser's general terms and conditions shall not apply even if the purchaser has provided them to the seller or referred to them in the order or other documents.

2. Conditions of Sale

2.1. Offer

An offer is not binding, but the contract is concluded in accordance with section 2.2. The offer and the related pictures, drawings, calculations and other documents are confidential. The purchaser shall not be entitled to disclose any information pertaining to them to any third party or to use them for any purpose other than for making a purchase decision.

2.2. Conclusion of a contract

A contract is concluded when the seller has confirmed the purchaser's order or at the latest 14 working days after issuance of the order unless the seller has rejected the order or proposed changes to the order. If the purchaser's order differs from the seller's offer, the contract is deemed to have been concluded on the terms of the seller's offer, unless the seller has confirmed otherwise in writing.

2.3. Purchase Price

The purchase price is the price agreed between the parties. However, the seller has the right to revise the purchase price under the conditions set out in section 2.4. If no price has been agreed, the purchase price shall be the fair market value charged by the seller.

2.4. Revision of the Purchase Price

The seller reserves the right to revise the prices if exchange rates, import charges or other fees, taxes or other public charges beyond the seller's control affecting the purchase price or the prices of seller's supplier change before the delivery.

In the event of a change in the exchange rates affecting the purchase price, the seller has the right to change the price in euros in the same proportion for the part of the purchase price that the seller has not received from the purchaser at least one working day before the date of the exchange rate change. In the event of a change in exchange rates, the exchange rate on the payment date and the exchange rate on the offer date shall be compared. If another exchange rate is agreed after the offer date, it will be used instead of the exchange rate on the offer date. However, if the exchange rate changes after the due date of the invoice and the purchase price has not been paid at that time, the price in euro shall be determined at least on the basis of the exchange rate on the due date.

3. Obligations of the seller

3.1. Delivery time

Delivery times are non-binding indicative estimates based on the delivery time estimate provided by the seller's supplier.

3.2. Terms of Delivery

Unless otherwise agreed, deliveries are subject to the Finnterms terms and conditions in force at the time. In the absence of a delivery clause, the goods are available for collection by the purchaser at the seller's warehouse at the time indicated by the seller (NOL). Partial deliveries are also possible. The parties shall insure the goods in accordance with the agreed delivery terms.

3.3. Transfer of risk

The risk shall pass to the purchaser according to the agreed delivery terms at the time of the delivery. If the goods are not delivered on time and this is due to the purchaser or to a circumstance on the purchaser's side, the risk shall pass to the purchaser when the seller has done what is required of it under the contract to enable delivery.

3.4. Warranty and defects in goods

Unless otherwise agreed, new goods sold are covered by the manufacturer's warranty in force at the time of delivery. For the sake of clarity, the entry into force of the warranty conditions does not require the purchaser's separate consent. If the goods sold are used goods, they will only be covered by a repair warranty if expressly agreed in writing. The purchaser is aware that any modifications and customisations requested by the purchaser may affect the manufacturer's warranty.

The purchaser must inspect the goods for visible defects and other obvious faults at the time of delivery. In addition, the purchaser must carry out a

thorough inspection of the goods before taking them into use. Quantitative and visible defects must be reported to the seller within 8 calendar days of the delivery. Other defects must be reported within the warranty period without delay as soon as they are discovered and in accordance with the manufacturer's warranty conditions. The purchaser must provide the seller with all information on defects in the goods that the seller deems necessary to investigate the matter and, in addition, as may be specified in the applicable warranty conditions.

If a defect is discovered in the goods during the warranty period, the seller may, within the provisions of the manufacturer's warranty conditions, at its option, either a) repair or b) replace the defective goods or c) terminate the contract, in which case the seller will refund the purchase price paid for the goods to the purchaser and the purchaser will return the goods to the seller. The seller's liability for defective goods shall be limited to the remedies set out in this paragraph and the seller shall not be liable for any damage caused by the defective goods.

3.5. Characteristics of the goods

The seller is responsible for the quality and other characteristics of the goods only as specified in the contract. The manufacturer may also make structural changes to the goods, such as changes required by law or technical improvements. The seller is not responsible for the suitability of the goods for the intended use of the purchaser.

3.6. Used Goods

Used goods are sold as they are at the time of sale. The goods have been inspected by the purchaser and the seller has no liability for any defect in the goods unless the seller has given an express written warranty of repair in accordance with clause 3.4.

3.7. Delay

If the delivery of the goods is materially delayed from the estimated delivery time, the seller is obliged to inform the purchaser of the delay after being informed of it, while at the same time informing the purchaser of the estimated new delivery date. For the sake of clarity, the seller is not liable to compensate the purchaser for any damage caused by the delay.

4. Obligations of the purchaser

4.1. Terms of payment

Unless otherwise agreed, the payment term is 14 days net from the date of the invoice. If the purchase price is not paid on time, the seller has the right to delay delivery and/or further deliveries until the due payments have been made or an acceptable security has been provided. The seller shall also be entitled to withhold delivery if it is evident from the purchaser's notification or otherwise that the purchaser's payment will be materially delayed. The purchaser shall not be entitled to claim compensation for any such delay.

4.2. Delayed payment

In the event of delayed payment, late payment interest will be charged for the period of the delay in accordance with the Interest Act from the due date of the invoice. The seller is also entitled to charge reasonable recovery costs.

4.3. The purchaser's delay

If the seller must postpone the delivery for reasons attributable to the purchaser, the seller is entitled to invoice the product according to the original delivery date. In addition, the seller is also entitled to compensation for other costs, such as exchange losses, storage costs and damage caused by the goods becoming outdated, unless the purchaser has collected the goods within 8 days of the seller's request to the purchaser to collect or accept the goods.

4.4. Warranties

If a warranty has been agreed upon, the warranty must be provided before starting the delivery of the goods. After this, the seller is entitled to demand a warranty for the payment of the purchase price, if the seller has strong reasons to assume that the purchase price or part of it would not be paid.

4.5. Exchange item

The seller has the right to inspect the exchange item offered by the purchaser as payment or partial payment of the purchase price to the extent the seller wishes before accepting the exchange item as payment of the purchase price or part thereof. Title to the exchange item is passed to the seller when the purchaser hands it over to the seller's possession. The exchange item must be delivered to the seller at the seller's warehouse at the latest when the seller delivers the goods to the purchaser.

The purchaser is obliged to hand over the exchange item to the seller in the condition and with the equipment as it was at the time of the seller's inspection. If the exchange item deviates from this, except for wear and tear caused by normal use, the price specified for the exchange item shall be reduced accordingly or the seller may refuse to accept the replacement item in payment of all or part of the purchase price, in which case the purchaser shall pay the

corresponding part of the purchase price in cash, unless otherwise agreed. The purchaser shall bear the cost of the exchange item, including maintenance according to the maintenance schedule, insurance, any repairs and storage costs incurred until the time of the handover. All possible defects and repair needs must be notified to the seller in writing before the handover of the item. If the exchange item is registered for road use, it must be roadworthy and comply with road traffic legislation. Unless otherwise agreed, the exchange item must be handed over to the seller with factory settings. The purchaser is responsible for ensuring that the exchange vehicle is fully paid for and owned by the purchaser; that it has been in the purchaser's own use; that no third party has any ownership, lien, or other right to the exchange item; and that the exchange item is not used as a security or subject to execution proceedings. The purchaser is responsible for the payment of all taxes and insurance payments relating to the period prior to the handover of the exchange item. The purchaser is obliged to provide the seller with the documents necessary for the registration of the exchange item.

5. Rescinding the contract

5.1. The purchaser's right to rescind

If the seller's delivery deviates materially from what was agreed and the defect is not repaired or new conforming goods delivered within a reasonable time following the purchaser's written notice in accordance with clause 3.4, and this causes unreasonable harm to the purchaser, the purchaser has the right to rescind the contract.

If the goods sold have been manufactured or acquired specifically for the purchaser in accordance with the purchaser's instructions and wishes, and the seller cannot otherwise exploit the goods without significant loss, the purchaser may only rescind the contract if the purpose of the contract is materially defeated by a defect in the goods.

If the purchaser is entitled to rescind the contract, the purchaser may claim compensation for the direct damage suffered, up to a maximum of 15% of the sales price of the goods, exclusive of tax.

5.2. The seller's right to rescind

If the purchase price is not paid on time, the seller has the right to rescind the contract if the delay is material. The seller also has the right to rescind the contract if it is obvious from the purchaser's notification or otherwise that the purchaser's payment will be materially delayed. The seller may also rescind the contract if the purchaser fails to contribute to the fulfilment of the contract in the agreed or otherwise reasonably required manner and within a time limit set by the seller.

If the purchaser does not pick up or receive the goods in time, the seller has the right to rescind the contract after 8 calendar days from the seller's request to the buyer to pick up or receive the goods.

5.3. The seller's right to compensation

If the purchaser rescinds the contract without an acceptable reason, or if the seller rescinds the contract due to the purchaser's breach of contract, the purchaser is obliged to pay the seller 10% of the purchase price of the goods as a contractual penalty and to compensate the seller for any damages caused by the breach of contract in parts exceeding the contractual penalty. If the goods have been manufactured or acquired specially for the purchaser in accordance with the purchaser's instructions and wishes, the amount of the contractual penalty is 20% of the purchase price of the goods.

6. The seller's liability

The seller shall not be liable for damage caused by using the goods for different purpose or connecting the goods to a device other than for what the goods is generally intended for; nor for damage caused by the use of raw materials in accordance with the purchaser's instructions, by the design of the goods specified by the purchaser or by the method of work or manufacture specified by the purchaser.

Unless otherwise expressly provided for in these General Terms and Conditions of Sale, the seller is not obliged to compensate the purchaser or a third party for any direct or indirect damages caused by delay, defective goods, incorrect delivery or other breach of contract, such as property damage, loss of production, loss of profit or other consequential financial damage.

It is expressly stated that once the goods are in the purchaser's possession or once the purchaser has subsequently handed over the goods, the seller is not liable for any damage caused by the goods to:

- (a) any person, movable or immovable property, or as a consequence of such damage; or
- (b) a product manufactured by the purchaser or to a product containing a product manufactured by the purchaser.

The limitations of liability do not apply to any breach of contract caused intentionally or by gross negligence.

Where the seller is liable for damage or loss caused to a third party, the purchaser must compensate the seller for the loss incurred if the seller is not liable for such damage or loss towards the purchaser in accordance with these General Terms and Conditions of Sale. If a third party makes a claim against the seller, the seller shall inform the purchaser accordingly.

7. Transfer of title

The title to the goods remains with the seller until the full purchase price has been paid and all obligations to the seller under the contract have been fulfilled, and until then the purchaser has no right to hand over, assign or otherwise dispose of the goods as owner.

8. Notifications and changes to the contract

Notifications relating to the contract must be made in writing. Any changes to the contract must be made in writing to be valid.

9. Specific situations of suspension and rescinding of the contract

The seller has the right to suspend the fulfilment of the contract or to rescind the contract without liability for damages in the event of natural disaster, fire, epidemic, machine breakdown or similar disturbance, strike, lockout, war, mobilisation, sanctions, export or import restrictions, government order, disruption in the availability of raw materials, spare parts and components, shortage of means of transport, stoppage of manufacture, traffic disruption or any other obstacle which cannot reasonably be overcome by the seller or its supplier or subcontractor, directly or indirectly preventing delivery of the goods or parts thereof. The seller is entitled to rescind the contract without liability for damages if the importation of the goods becomes unreasonable for the seller or materially more expensive than calculated by the seller, for example as a result of an international agreement binding Finland or a regulation or other official act restricting imports (e.g. import restrictions or limitations or increased customs duties), or if the performance of the Contract would otherwise require the seller to make sacrifices which are unreasonable in relation to the benefit to the purchaser.

10. Compliance with sanctions

The purchaser declares that it or its owners or persons controlling it (through effective control or otherwise) are not subject to sanctions; the purchaser has not violated or will not violate any sanctions; the purchaser will ensure that the goods it purchases from the seller will not be exported, directly or indirectly through any third party, in contravention of any applicable import or export restrictions, nor will the services provided by the seller in connection with the goods subject to import or export restrictions violate any applicable export or import restrictions; the purchaser ensures that the goods it purchases from the seller are not sold, directly or indirectly through a third party, to any sanctioned entity or person; and the purchaser ensures that the proceeds of the transaction with the seller are not used for the benefit of any sanctioned entity or person.

Sanctions means European Union-wide restrictive measures imposed by a European Union regulation or decision; sanctions and embargoes imposed by the United States and administered and enforced by OFAC (Office of Foreign Assets Control of the U.S. Department of Treasury) or any other competent authority under the United States administration; sanctions imposed by a decision of the United Nations (UN) Security Council; and sanctions imposed, administered or enforced by HM Treasury or any other competent authority under the United Kingdom administration.

11. Applicable law and dispute resolution

Any contractual disputes between the seller and the purchaser will be resolved primarily by negotiation between the parties. Unless otherwise agreed, disputes shall be settled by the Helsinki District Court. The contract and its term and conditions shall be governed by and construed in accordance with the laws of Finland, excluding its rules for choice of law. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded.

12. Validity

These General Terms and Conditions of Sale of Wihuri Oy Technical Trade, applicable from 1.2.2023, replace the previous General Terms and Conditions of Sale, and are valid until further notice.