

## GENERAL TERMS AND CONDITIONS FOR THE SUPPLY OF SERVICES BY WIHURI OY TECHNICAL TRADE

updated 6/2024

### 1. Scope

These General Terms and Conditions for the Supply of Services (hereinafter the "terms") shall apply to all sales of maintenance, repair and installation work and other services (hereinafter the "work") offered by Wihuri Oy Technical Trade or by a company belonging to the same group of companies as Wihuri Oy (hereinafter the "seller"), unless the parties have expressly agreed otherwise in writing. The general terms and conditions of the buyer of the work (hereinafter the "buyer") shall not apply even if the buyer has provided them to the seller or referred to them in the order or other documents. By placing an order for work, the buyer accepts the terms in force at the time of the order.

### 2. Offers and price estimates

Offers and price estimates are not binding. The contract is concluded in accordance with section 3. The price quoted in the offer or price estimate is exclusive of value added tax (VAT), freight costs, packaging costs, spare parts or supplies, rental of special tools or equipment or other related costs, travel costs, daily allowances, and meal allowances, unless these are specifically listed and priced in the price estimate.

If new objects requiring repair appear during the work, the price estimate may be exceeded by 15% without a buyer's prior approval.

The seller's offers, price estimates and related pictures, drawings, calculations and other documents are confidential. The buyer 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.

### 3. Construction of the contract

The contract is concluded when the seller has confirmed the buyer's work order in writing or orally or within 14 days of the order unless the seller has rejected the order or proposed changes to the order. If the buyer's work 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.

### 4. Fees

Unless otherwise agreed by the parties, fees for the work will be charged in accordance with the seller's current price list. In addition to the fees for the work, the seller shall be entitled to charge the buyer for freight costs, packaging costs, spare parts and supplies, rental of special tools or equipment and other related costs, travel costs, daily allowances, and meal allowances.

If the work is carried out outside normal working hours, the seller is entitled to charge the buyer for the work in accordance with the overtime charge in the seller's current price list.

The seller has the right, without a separate contract, to charge the buyer for the hours of work and materials used in the cleaning and testing of the work item, without the buyer's separate approval, if the seller considers the cleaning or testing to be appropriate.

The buyer understands that changes made by the buyer contrary to the manual (including changes to the operation of emissions equipment, engine power or speed of the equipment) may result in additional work and other costs that seller is entitled to charge from the buyer without buyer's prior approval.

### 5. Revision of the fees

The seller reserves the right to revise the fees if exchange rates, import charges or other fees beyond the seller's control, taxes or other public charges affecting the fees for the work or the prices of the seller's subcontractor or supplier change before the work is completed.

If the parties have agreed on a fixed price, the seller has the right to revise the fees if there are changes in the condition of the work item of which the seller was not aware.

If the buyer requests the seller to suspend the work, the buyer shall pay the seller for the part of the ordered work already completed, the components and parts ordered by the seller for the work (hereinafter "parts") and any other costs caused to the seller by the suspension of the work.

In the event of a change in the exchange rates affecting fees, the seller has the right to change the fees in euros in the same proportion for the part of the fees for the work that the seller has not received from the buyer 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 fees for the work has not been paid at that time, the fee in euros shall be determined at least on the basis of the exchange rate on the due date.

### 6. Provision of the Service

The seller shall be responsible for ensuring that the work is carried out with care and professionalism in accordance with the instructions of the buyer or, in the case of a machine for which the seller is an authorised reseller, in accordance with the instructions of the manufacturer of the machine. The buyer shall provide the seller with such information concerning the work as the seller may reasonably request. The buyer must provide instructions in Finnish or English. The buyer is responsible for the accuracy of the information provided.

The work will be carried out at a location agreed by the parties. Unless otherwise agreed, the buyer is responsible for transporting the work item to the place where the work is to be carried out. If the parties have not agreed on the place where the work is to be carried out, the work shall be carried out at the place deemed best by the seller. If the work is carried out at the buyer's premises, the buyer shall give the seller access to the buyer's premises at times agreed by the parties.

The seller has the right to use a subcontractor to carry out the work.

### 7. Delivery time and delay

Delivery times are indicative and not binding on the seller. If the performance of the work is substantially delayed from the indicative delivery time estimate, the seller is obliged to inform the buyer of the delay after being informed of it, at the same time indicating an estimated new delivery date. For the sake of clarity, the seller shall not be liable to compensate the buyer for any damage caused by the delay.

### 8. Payment terms

Unless otherwise agreed, the payment term is 14 days from the date of the invoice. In case of delayed payment, 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 buyer's notification or otherwise that the buyer's performance will be materially delayed. The buyer shall not be entitled to claim compensation for any such delay.

### 9. Delayed payment

In the event of delayed payment, late payment interest will be charged for the period of the delay in the amount of 16% per annum from the due date of the invoice. The seller is also entitled to charge reasonable collection charges.

### 10. Right of lien

The seller has a lien on the work until the work has been paid for in full. This section does not apply to work provided by Marine Diesel Finland Oy.

### 11. Handover

Unless otherwise agreed, the work item will be handed over to the buyer at the place where the work is carried out during normal working hours. If the delivery of the work item is delayed for reasons attributable to the buyer, the seller shall be entitled to compensation for the costs of the delay. If the work has been carried out on the seller's premises, the seller is entitled to charge the buyer the storage costs in accordance with the seller's current price list if the work item has not been collected within 14 days of the date on which the buyer was notified of the completion of the work.

## 12. Right to sell an uncollected item

The seller shall keep the work item and the parts removed in connection with the work for four (4) months after the buyer has been notified of the completion of the work. Thereafter, the seller has the right to sell or dispose of the work item and the parts removed in connection with the work, as provided for in the Act on the right of a trader to sell uncollected goods. This section does not apply to work carried out away from the seller's premises.

If the work item is a machine resold by Wihuri Oy Technical Trade and the repair is under warranty, the buyer is not entitled to receive the removed parts, but the removed parts immediately become the property of the seller.

## 13. Warranty, liability of the seller

The work is warranted for a period of twelve (12) months from the date of handover. The warranty is valid provided that the work is performed to the extent and in the manner recommended by the seller if the seller has made such recommendations to the buyer.

New parts installed on the work item in connection with the work shall be subject to the warranty conditions of the relevant manufacturer for each part. For the sake of clarity, if the manufacturer's warranty period for a part is different from the above, the manufacturer's warranty period shall apply. If the work is carried out using parts or supplies provided by the buyer, the parts are not covered by the warranty and the seller is not liable for any damage caused by the parts or supplies provided by the buyer. For the sake of clarity, the seller is entitled to charge the buyer for any additional work caused by the parts or supplies purchased by the buyer (for example, reinstallation if a part is defective).

The buyer shall notify the seller without delay of any defect occurring during the warranty period. The seller is not liable for the defect if the work item is used after the defect has occurred.

The seller is not liable for any defect if the work item is used contrary to the manufacturer's manual or the intended use of the work item (for example, by increasing engine power or changing the operation of emission devices). The seller's warranty covers the repair of the defect during normal working hours within a reasonable time after the buyer has notified the seller of the defect. The buyer is responsible for transporting the work item to the location specified by the seller for warranty repair. If the warranty repair is not carried out at the seller's premises, the seller shall be entitled to charge the buyer for travel expenses, daily allowances, and meal allowances. The seller is also liable for the direct costs of detecting the defect and for any physical damage caused to the work item as a result of the defect, if the seller has caused the damage through negligence. The seller's total liability for damages is limited to the fees for the work done defectively. The seller shall not be liable for any other indirect or direct damages. However, this limitation of liability clause does not limit the seller's liability for personal injury or death under the Product Liability Act. The seller's liability is limited to the ordered work. The seller shall have no obligation to inspect the work for any other defects and shall not be liable for any such other defects.

The seller is not liable for loss or damage caused by theft or fire while the work item is in the seller's possession.

The seller is not responsible for any loose objects left on the work item. The seller shall also not be liable for any damage caused by freezing of coolant, fuel or other liquids at the place of work, unless the risk of freezing has been notified to the seller.

The seller shall not be obliged to provide the buyer with a replacement machine or equipment for the duration of the repair of the work item, regardless of the nature of the repair.

For the installation of additional equipment, the seller shall be responsible for the operation and suitability of the additional equipment only within the limits of the output values known to the seller.

## 14. Notifications and changes to the contract

Notifications relating to the contract shall be made in writing. Any changes to the contract (including changes to these terms and conditions agreed by the parties) shall be made in writing to be valid.

## 15. 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 has the right to rescind the contract without liability for damages if the performance of the work becomes unreasonable for the

seller or materially more expensive than calculated by the seller, for example due to an international agreement binding Finland or a regulation or other official act restricting imports (e.g. import restrictions or increased customs duties), or if the performance of the contract would otherwise require the seller to make sacrifices that are unreasonable compared to the benefit to the buyer.

## 16. Compliance with sanctions

Buyer declares that it or its owners or persons who control it (whether through effective control or otherwise) are not subject to sanctions; the buyer has not violated or will not violate any sanctions; the buyer will ensure that the goods it supplies to or purchases from the Wihuri Group are not imported or exported, directly or indirectly through a third party, from any country or in violation of any import or export restrictions applicable to any country; the buyer shall ensure that the purchase of the service provided by the Wihuri Group does not violate any sanctions or benefit any organisation or person subject to sanctions (including any organisation or person prohibited by sanctions from using the service), including any applicable export or import restrictions in relation to the service concerning goods subject to import or export restrictions; the buyer shall ensure that the goods it supplies to or purchases from the Wihuri Group are not bought or sold, directly or indirectly through a third party, to any organisation or person subject to sanctions and; the buyer shall ensure that the proceeds of any transaction with the Wihuri Group are not used for the benefit of any organisation or person subject to sanctions.

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 His Majesty's Treasury or any other competent authority under the United Kingdom administration.

## 17. Applicable law and dispute resolution

Any contractual disputes between the seller and the buyer 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.

## 18. Validity

These terms and conditions, applicable from 1.6.2024, replace the previous general terms and conditions of sale and are valid until further notice.