

# General Terms of Sales

03-2023

## 1. Scope of Application

These General Terms and Conditions of Sale shall apply unless otherwise agreed in writing between the parties. If the buyer has submitted a condition in their order that is in conflict with the ETS NORD As's terms of sale (hereinafter ETS NORD), the terms of ETS NORD shall prevail, even if ETS NORD has not issued a reminder against such condition.

## 2. Closing the Deal

### 2.1 Contract Documents

In project sales, ETS NORD will provide the buyer with a written order confirmation. The content of the agreement is what is stated in the order confirmation and the annexes. Thus, all pre-contract materials, plans, drafts, etc. and pre-contract discussions are not included in the contract but are preparatory measures to the contract. Upon receipt of the order confirmation, the buyer must immediately read it and confirm their acceptance with their acknowledgement.

The notice period is 7 days.

In general, supply contracts comply with the terms of the following documents (listed in order of validity):

1. Order confirmation (Project Sales)
2. Offer
3. These terms of sales
4. Building products, terms of delivery. TALTEK YT 2002.

Technical data: The seller will submit binding technical and dimensional data with the offer (or order confirmation in case of project sales) for the buyer's approval. Brochure information and related drawings are binding for the seller only if they are specifically referred to in the offer. The same applies to pre-offer materials provided by the buyer, whether given in paper, electronic or orally.

Amendments: Amendments to the contract must be agreed in writing. ETS NORD will compile a written confirmation of the amendments, which, unless otherwise agreed, will be subject to the same delivery terms as in the original offer.

### 2.2 Offer

The offer is valid for the period stated in it. Unless otherwise stated, the validity period is thirty (30) days from the date of the offer. ETS NORD has the right to change their offer with regard to prices and delivery schedules if warranted by circumstances beyond ETS NORD's control.

### 2.3 Order

The contract is created when the buyer has accepted the seller's offer during its term. When no offer has been given, the deal is created when the seller has confirmed the order or delivered the goods.

ETS NORD is not liable for an incorrect delivery based on an oral order, unless the buyer has confirmed their order in writing before the delivery or start of production.

## 3. Seller's Obligations

### 3.1 Delivery Schedule

Unless otherwise agreed, the delivery schedule will be deemed to begin on the later of the following dates:

- a) the date of conclusion of the contract;
- b) in deals requiring the permission of the authority, the receipt of the notice of authorization by the seller;
- c) the provision of an agreed security or advance payment;
- d) providing the buyer with the information needed for the delivery.

#### 3.1.1 Delivery Schedule (Project Sales)

The delivery time is the calendar time in full working weeks estimated by the seller at the time of the deal until the delivery date, starting from the time when the buyer has confirmed that they will accept the content of the order confirmation.

Delivery date (time) the delivery date is confirmed in the order confirmation by stating the delivery date in accordance with the delivery terms, which the seller can postpone if the buyer's confirmation of the order confirmation is delayed. By committing to the delivery date, the buyer undertakes to accept the goods on the agreed delivery date.

Change of delivery schedule: However, if the delivery schedule is to be changed for reasons beyond the buyer's control and the seller will accept this, the buyer is obliged to pay the purchase price in the quantity and schedule stated in the original contract.

The seller may take care of the storage of the goods under a different contract at the expense and responsibility of the buyer. The goods must be stored in a covered room with a relative humidity of less than 60%.

### 3.2 Terms of Delivery

Ex Works (Incoterms 2010), unless otherwise agreed.

The seller will not insure shipments, unless otherwise agreed.

Transport damage/missing goods: Upon receipt of the goods, the buyer must check that they are undamaged and that the quantity corresponds to the consignment note. If, upon receipt of the goods, the buyer finds that the goods are damaged or their quantity is defective, the buyer must assert their rights of claim in order to preserve the damage/deficiencies found in the consignment note. In addition, the buyer must immediately inform the seller of their findings so that the seller can best assist the buyer in resolving the matter.

### 3.3 Warranty

The delivered goods have a 2-year warranty, unless otherwise agreed. If a defect is found in the product during the warranty period, the seller's liability is limited to repairing the defective product or replacing the defective product with a faultless one, as selected by the seller. The seller is only responsible for repairs to the product itself or the delivery of a new product, not for other costs related to repairing the defect or replacing the goods. The warranty does not cover equipment and/or parts thereof, which are considered to be so-called wearing parts. Such wearing parts include e.g. but are not limited to filters, belts, bearings. The warranty also does not cover defects caused by incorrect storage, incorrect installation, defective or incorrect maintenance or any other cause beyond the seller's control. After the warranty period, the seller is free from liability for damages.

Warranty claim: warranty claim must be submitted to the seller immediately after this is known by the buyer. If the buyer fails to notify the seller immediately, then the buyer loses his right to claims. The seller will not reimburse the buyer for the removal, installation, transportation, suspension, or other (not limited to) costs of goods delivered under the warranty, or direct or indirect costs to the buyer's customer or others.

### 3.4 Damage

The seller is not obliged to compensate the buyer for direct or indirect damage caused by the defect or failure of the goods. ETS NORD is liable for direct damage to property and persons caused by installation or maintenance carried out in accordance with its liability insurance up to a maximum of EUR 500,000.

## 4. Seller's Delay

The seller is obliged to notify the buyer of the delay as soon as they receive the information, stating the reason for the delay and the estimated new delivery date. If the goods are not handed over or they are delivered too late, and this is not due to the buyer or any factor on the buyer's side, the buyer is not entitled to demand delivery if

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there has been a change in circumstances that materially changes the relationship of the originally agreed performance obligations.

If the delay is caused by the seller's negligence, the buyer may, if they have suffered damage, claim compensation for direct damage in accordance with industry practice, up to a maximum of 0.5% of the value of the delayed delivery for each full week after delivery. However, the total amount of compensation may not exceed 2.5% of the value of the goods. The buyer must demand payment of the fine in writing. When the manufacturer of the goods or the person from whom the seller procures the goods has not fulfilled their contract, and the seller's delivery is therefore delayed, the seller is not obliged to pay the contractual penalty.

The seller is not liable for any indirect or consequential damages resulting from the delay.

### 5. Buyer's Obligations

#### 5.1 Purchase Price

The purchase price is the price agreed between the parties. If no price has been agreed, then the purchase price is the fair price charged by the seller. The offered prices do not include the value added tax. VAT is added to the total amount of the invoice in accordance with the tax rate valid at the time of delivery. If the goods require special packaging, this will be charged separately. ETS NORD reserves the right to change the price if, after the buyer's order, there are changes beyond ETS NORD's control that affect the cost of manufacturing the product, such as material changes in raw material prices, exchange rates or other factors. If the prices change before the agreed delivery date, the seller is obliged to notify the buyer of the change. ETS NORD will inform the buyer about general price changes at least 14 days before the change takes effect. If the buyer does not accept the change, they have the right to cancel the order within a week of receiving information about the price change.

#### 5.2 Payment of the Purchase Price

The payment period is the industry standard of 14 days, unless otherwise agreed. For stock deliveries, the calculation of the payment period starts from the invoicing date and for factory deliveries from the delivery date. If the buyer defaults on a payment within the agreed payment period, ETS NORD may suspend their delivery without notice. ETS NORD always has the right to demand an advance payment as a condition for deliveries or its continuation if there is reason to suspect that the buyer's solvency has deteriorated or that the buyer fails to make timely payments.

#### 5.3 Interest on Late Payments and Collection Fees

In the event of a delayed payment, the default interest mentioned in the invoice shall be charged for the delay period. In addition to default interest, the seller has the right to charge reasonable collection fees.

#### 5.4 Return of Goods

Returns of goods will only be accepted in accordance with a separate written agreement. In project sales, the goods are made to order only on a customer-specific basis and are therefore not accepted for return.

#### 5.5 Parts Supplied by the Buyer for Special Products

The parts supplied by the buyer for special products will be freely delivered by the buyer to ETS NORD's production at the agreed time. The buyer is responsible for ensuring that the delivered parts are in accordance of the agreed dimensions and specifications. The buyer will be liable for the additional costs incurred by ETS NORD due to the unsuitability or other framework of defective parts and delays in the delivery of parts.

#### 5.6 Buyer's Delay

If the buyer wants to delay the delivery time of products already in production, ETS NORD is entitled to a compensation of 2% of the

value of the product for each full month from the original delivery schedule, with a minimum charge of 500 € per delivery.

### 6. Termination of the Contract

#### 6.1 Buyer's Right to Terminate the Contract

If the seller's delivery deviates materially from the agreed and the defect is not remedied within a reasonable time due to the buyer's written notice or new goods under the contract are delivered or if the delivery is delayed to the buyer's unreasonable detriment, the buyer has the right to terminate the contract.

#### 6.2 Cancellation of the Order

If the buyer cancels an order for goods that are to be manufactured, produced or acquired specially for him, the seller may, nevertheless, not hold to the contract by carrying on with the manufacture or with other preparations for the delivery of the goods and by demanding payment of the price, unless the cancellation would otherwise cause him substantial detriment or uncertainty of compensation for the loss caused by the cancellation. (Sales of goods Act section 52).

#### 6.2.1 Seller's Right of Cancellation

If the purchase price is not paid on time and this is not due to the seller, the seller has the right to cancel the deal or the part of the deal for which the buyer has not yet received the goods, if the delay is significant. The seller also has the right of cancellation when it can be concluded on the basis of the buyer's notification or otherwise that the buyer's performance will be substantially delayed.

In addition, the seller may terminate the deal if the buyer does not contribute to the deal in the manner reasonably required of them in order for the seller to perform the contract. Also, in cases where the buyer does not pick up or receive the goods on time entitle the seller to cancel the deal.

### 7. Ownership

Ownership of the goods will be passed to the buyer when the full purchase price, including any default interest, has been paid to the seller. The buyer will not have the right to install, use or transfer the goods until the full purchase price has been paid.

### 8. Patents and Other Industrial Property Rights

It is the buyer's responsibility to find out and notify the seller of the patent, design protection or similar restriction of the special product delivered.

The buyer is obliged to compensate ETS NORD for the damage caused by the breach.

### 9. Applicable Law and Settlement of disputes

Disputes arising from the interpretation of these delivery terms shall be resolved, unless otherwise agreed, in lower court of the seller's domicile in accordance with Finnish law.

By placing an order, the buyer has accepted the terms and conditions of sale above.