

## General Terms of Delivery of Raikka Oy

### 1. Legally Binding Effect

- 1.1 All deliveries and services provided by Raikka Oy (herein after referred to as "Supplier") are subject to these General Terms of Delivery and to separate contractual agreements, if any. Deviating or additional General Terms and Conditions of the Purchaser shall solely apply to the extent expressly confirmed in writing by the Supplier.
- 1.2 The Supplier may modify these General Terms from time to time. The General Terms, which are valid upon the time of order confirmation shall be applied to such delivery.

### 2. Offer – Conclusion of Contract – Contents of Contract

- 2.1 Unless expressly marked as binding, offers are non-binding. Offers must be accepted by the Purchaser within the deadline stated in the offer or, if the offer does not contain a deadline, within three months from the date of the offer. The binding contract is concluded between the parties when a written order confirmation is issued by the Supplier. No other terms or conditions attached or suggested by the Purchaser are applied into the contract if not prior agreed mutually in writing by the parties.
- 2.2 The Purchaser must provide the Supplier – upon Supplier's request - the end-user certificate without any delay after the reception of the order confirmation.
- 2.3. The Purchaser must provide the Supplier the verification of delivery within seven (7) days after the goods have been delivered to Purchaser.

### 3. Scope of Delivery

- 3.1 The scope of delivery and services is subject to the offer of the Supplier or, respectively, to the Supplier's written order confirmation. In case the Purchaser is willing to have changes into already (in order confirmation) agreed delivery, the parties must mutually agree on the changes and Supplier shall issue a new order confirmation with revised changes and new prices, if Supplier accepts such changes. Partial deliveries are permitted, if reasonable to the Purchaser.
- 3.2 The packages and danger classifications are marked according to applicable law and usages and practices by Supplier and are subject to original packages by Supplier. If the Purchaser is willing to have the packages marked also with some special marks or labels, the Supplier shall invoice Purchaser accordingly using Supplier's price list.

### 4. Prices and Payment

- 4.1 Price lists and other general price information are non-binding and are updated by the Supplier regularly.
- 4.2 Prices are in EUR and, unless stipulated otherwise, are based on delivery according to FCA (Incoterms 2020) Eurajoki, Finland or any other place of delivery within Finland designated by the Supplier, unless agreed otherwise in writing. The price of delivery does not contain transportation as well as applicable VAT and public charges, and the Supplier will charge these separately.
- 4.3 The Supplier shall be entitled to adjust prices, provided the raw material prices and/or material, labor or other costs have changed between the time of order confirmation and the delivery. The offered prices are valid only for the respective individual order. Fixed price agreements must be expressly agreed upon in writing.
- 4.4 Costs for transportation and insurances, the latter to the extent expressly requested by the Purchaser, shall be calculated based on the prices effective at the time of the actual accrual and shall be charged separately.

- 4.5 In case the Supplier is contractually – i.e., separately agreed between the parties - obliged to carry out installation, assembly and/or commissioning, the Purchaser shall bear, in addition to the agreed remuneration for the delivery, the costs for installation, assembly and/or commissioning according to the price list of the Supplier effective at the time of performance as long as nothing to the contrary has been agreed upon.
- 4.6 The Supplier shall invoice the Purchaser, when the goods are ready for transportation in accordance with agreed delivery terms. Invoices shall be paid net within 14 days from the invoice date by direct transfer to the Supplier's bank account, if not otherwise agreed in the order confirmation. For overdue payments the Purchaser is liable to pay interest according to the rate applied by the Supplier (min. 13 %) at that time and all the costs of collection.
- 4.7 The Purchaser is only entitled to retain payments or to offset counterclaims insofar as such counterclaims are undisputed or effect by a court of law.

### 5. Time of Delivery, Force Majeure

- 5.1 The adherence to time periods and dates for deliveries shall be subject to the timely provision of all performances to be provided by the Purchaser, in particular, of any documents to be provided, of required licenses, permissions, releases and plans as well as to adherence to the agreed payment terms and to any other obligations of the Purchaser. If these prerequisites are not fulfilled on time, the time periods and dates shall be adequately extended.
- 5.2 If delivery periods or dates cannot be met due to force majeure or other disruptions beyond the control of the Supplier ("Force Majeure Event"), the time periods for the performance by the Supplier will be extended by the duration of the Force Majeure Event plus an appropriate start-up period. Force Majeure Events shall include, but are not limited to, serious health hazards such as epidemics (e.g. Covid-19) or nuclear radiation, war, terrorist attacks, incomplete, incorrect or delayed delivery by suppliers, riots, and other similar occurring threats, industrial action, shortage of or impossibility to obtain employees, equipment, adequate or suitable raw materials or transportation facilities, sovereign acts, such as import and export restrictions, and disruptions of operations including Force Majeure Events at subcontractors and suppliers of the Supplier. Alternatively, the Supplier shall have the right to withdraw from any unfinished delivery, the contract in whole or in part without liability for any delay in performance or non-performance of the Supplier's obligations.
- 5.3 Upon request of the Supplier, the Purchaser shall declare within reasonable time, after setting a reasonable period of grace, whether he insists on delivery or wishes to rescind the contract due to the Supplier's delay. In such cases Supplier shall invoice all measures already executed and materials purchased for the order.
- 5.4 The Supplier shall not be liable at all if delays in delivery are caused by reasons beyond Supplier's sphere of risk.
- 5.5 Unless agreed otherwise in writing, the delivery shall be deemed completed when the Supplier has fulfilled all the duties the agreed delivery term places upon him. If the delivery term requires that the Purchaser collects the delivered items from the Supplier or from a place specified by the Supplier, the delivery shall be deemed completed when the Supplier has informed the Purchaser that the delivery items are ready for pick-up. If Supplier is arranging the transportation of the goods upon Purchaser's request, the original term of delivery (such as FCA) shall re-

main in force including terms of liability etc. and the Supplier is entitled to in voice for arranging such service according to Suppliers practices.

- 5.6 Upon delivery the Purchaser must check that the delivery corresponds with the order confirmation and carefully inspect that the delivered goods are externally undamaged. If the Purchaser notices any defects in these respects, the Purchaser must make reclamations within 7 days of receipt of goods.
- 5.7 If the delivery of goods is delayed due to Purchaser's failure to arrange the transportation or pick the goods up without any undue delay by any other means after the Supplier has informed of the delivery time, the Supplier shall invoice the Purchaser for the storage costs according to Supplier's price list and practices.

#### **6. Installation and Assembly and Final Testing**

- 6.1 To the extent that installation, assembly or commissioning has been agreed upon, the Purchaser shall, at its own expense, provide in due time any supplementary works foreign to the branch of trade such as earthworks, construction works, etc. including the required skilled workers and auxiliary staff, building material and tools and any equipment and materials needed for installation and assembly and commissioning.
- 6.2 The Purchaser is liable for any installation and assembly work and its security when such work is executed in the premises of the Supplier or in any other place appointed by the Purchaser.
- 6.3 The final testing of the goods is executed by the practices of the Supplier, if not otherwise agreed between the parties in writing. The Purchaser acknowledges, that the products used for testing and therefore destroyed are included into the total delivery quantity of products and the Purchaser must include all testing products into the order.

#### **7. Passing of Risk**

- 7.1 The risk shall pass to the Purchaser when the Supplier has fulfilled all the responsibilities it has assumed according to the terms of delivery.
- 7.2 Should the dispatch of the delivery item or installation, assembly or commissioning be delayed or omitted due to reasons attributable to the Purchaser, the risk shall pass to the Purchaser at the time when it would have passed to the Purchaser had no delay occurred
- 7.3 The Supplier shall, only on a written prior request and at the expense of the Purchaser, insure the delivery item against theft, breakage, and damage caused by transportation, fire or water or against any other insurable risks.

#### **8. The Warranty and Defects**

- 8.1 For defects regarding the products the Supplier - to the exclusion of further claims and subject to sec. 10 – provides warranty as follows:
  - 8.1.1 In case of any quality defects, the Purchaser shall promptly notify these to the Supplier.
  - 8.1.2 Any parts or services which are defective shall, at the Supplier's sole discretion, be remedied by repair or replacement or be re-performed free of charge. The Purchaser shall not be entitled to reject the delivery of items due to insubstantial defects.
  - 8.1.3 The Purchaser shall grant to the Supplier the required time and occasion to perform the necessary remedy and replacement. Only in urgent cases, where operational safety is at risk or to prevent disproportionately large damage, shall the Purchaser be entitled to remedy defects itself or have them remedied by third parties and to demand reimbursement of the accrued costs

from the Supplier. The Supplier shall be notified in such cases without delay.

- 8.1.4 If the remedy is not accomplished within a reasonable time to be notified by the Purchaser, or fails, the Purchaser shall be entitled to withdraw from the contract. If the defect is insubstantial, the Purchaser shall only be entitled to a reduction in price. In any other case, the right to a reduction in price shall be excluded.
- 8.1.5 Of the costs caused by the remedy or replacement, the Supplier shall – provided the complaint is legitimate – bear the costs of the replacement part including shipment. No further costs in connection with remedy and replacement and/or assembly will be borne by Supplier.
- 8.1.6 Quality defects are excluded in the following cases: Inappropriate or improper use (especially if not executed in accordance with the guidelines given by the Supplier), incorrect storage, assembly and/or commissioning by the Purchaser or third parties, wear and tear, incorrect or negligent treatment or package or improper maintenance, use of unsuitable equipment.
- 8.1.7 If the Purchaser or any third party remedies a defect, the Supplier shall not be liable for the resulting consequences. The same applies to any changes made to the delivery item without prior approval by the Supplier.
- 8.1.8 In addition to this sec. 8.1, sec. 10 shall apply to claims for damages. Any further claims against the Supplier due to quality defects shall be excluded.
- 8.2 Furthermore, the Supplier shall not be liable for any products or defect thereof concerning the products, which are only forwarded to Purchaser by the Supplier, whether as an agent of a third party or not.
- 8.3 The warranty period is twelve (12) months from the delivery.

#### **9. Exclusion of Guarantees**

- 9.1 Specifications in catalogues, product descriptions, quotations, drawings or any other documents regarding the measure, quantity, color, application, technical data and other features, in particular regarding availability, reading rates, measuring accuracy, etc. refer to the warranted properties of a delivery item, yet do not – unless expressly otherwise provided for – constitute guarantees (guarantees of quality or durability).
- 9.2 In case of non-compliance with warranted properties, the Purchaser shall be entitled to assert the rights stipulated under sections 8 and 10 against the Supplier.

#### **10. Damages**

- 10.1 Supplier's liability for damages shall be limited to typical contractual losses that could have been foreseen. Any further claims shall be excluded. The Supplier's liability for indirect damages is in all circumstances excluded.
- 10.2 Supplier's liability for all damages arising out of or in connection with the contract and its performance and caused by the Supplier, its officers, subcontractors, employees, agents or associates, as well as any obligation to indemnify the other party, shall in any event and regardless of the legal cause be limited to the amount of the order value.
- 10.3 Insofar as the Supplier's liability is excluded or limited, this shall also apply to the personal liability of the Supplier's officers, subcontractors, employees, representatives, agents and associates as well as to the liability of the Supplier's affiliated companies.

### **11. Retention of Title and Intellectual Property Rights**

- 11.1 Title to the delivered goods shall remain with the Supplier until all claims against the Purchaser are satisfied, irrespective of receipt of payment for specific goods and the Purchaser has provided the Supplier the verification of delivery and the end-user certificate.
- 11.2 All intellectual property rights concerning the products, including but not limited to any drawings and documentation of the products shall remain and be exclusive property of Supplier. This applies also to any new versions or development or any results thereof.

### **12. Export**

- 12.1 The Purchaser undertakes to use, distribute or in any other way make available items provided by the Supplier only in compliance with all applicable export control regulations, foreign trade laws and sanctions, in particular of Finland, Germany, the European Union and the United States of America.
- 12.2 If a delivery requires a license, the Supplier is entitled to delay the performance until an export license has been obtained or to withdraw in whole or in part from the contract. In such cases, the Supplier shall not be held liable for delayed performance or non-performance.
- 12.3 Upon the request of the Supplier, the Purchaser shall provide the Supplier without delay with all documents the Supplier deems useful or necessary for obtaining licenses from authorities or for export control checks of the Supplier. This includes but is not limited to information about the end user, the final destination and the intended end-use.
- 12.4 The Purchaser shall fully indemnify and hold harmless the Supplier and its affiliated companies from and against all claims of authorities or other third parties against the Supplier and/or its affiliated companies due to the Purchaser's non-compliance with the export or import compliance requirements. The Purchaser undertakes to reimburse the Supplier and/or its affiliated companies for any losses and expenses incurred by the Supplier and/or the affiliated companies in this context.
- 12.5 If the Purchaser violates any of the obligations in this sec. 12 and/or if a business transaction is partially or entirely prohibited, the Supplier is entitled to terminate the contract or to withdraw in whole or in part for good cause with immediate effect. Any claims against the Purchaser shall remain unaffected.

### **13. Confidentiality**

- 13.1 All commercial or technical information of the Supplier, including product characteristics, documents, price information, know-how, samples, prototypes, software or test results (hereinafter collectively referred to as "Confidential Information") must be kept secret from third parties if and to the extent that it is verifiably not publicly known or is not intended by the Supplier for distribution by the Purchaser. Confidential Information may only be made available to such employees of the Purchaser that have a need to know for the fulfillment of the contractual purpose and have been obligated to non-disclosure under terms at least equivalent to the contract. Upon request, all Confidential Information in its entirety (including any copies or records if available) must be returned or destroyed without delay and any use must cease immediately.
- 13.2 The Supplier reserves all rights to Confidential Information (including copyrights and the right to register industrial property rights). Documents containing Confidential Information that have been provided hereunder remain the property of the Supplier.

### **14. Statute of Limitation**

- 14.1 All claims of the Purchaser – regardless of legal cause – shall become time-barred 12 (twelve) months from the start of the statutory limitation period unless a longer limitation period is required by mandatory law.

### **15. Place of Jurisdiction, Applicable Law**

- 15.1 The exclusive place of jurisdiction for any disputes directly or indirectly arising out of or in connection with the contractual relationship shall be at the Supplier's place of business. However, the Supplier shall also be entitled to bring actions before a court seated at the Purchaser's place of business.
- 15.2 All legal relations in connection with this contract shall be governed by Finnish law, excluding its choice of law rules and especially the application of the UN Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.