

Tammet Oy, General Terms and Conditions of Sale

## **1. Scope**

These General Terms and Conditions of Sale (“General Terms”) shall apply to all products and services (“Delivery”) provided by Tammet Oy (“Seller”) to a corporate customer (“Buyer”), unless otherwise agreed in writing between the parties.

Once these General Terms have become applicable, they shall be observed as the customary practice between the parties in all subsequent orders and agreements, even without separate reference.

If the terms and conditions of the Seller’s offer or order confirmation conflict with these General Terms, the terms and conditions of the offer or order confirmation shall take precedence to the extent of the conflict. Furthermore, only these General Terms shall apply to the Delivery, and no general terms and conditions of purchase or other terms and conditions (including those to which the Buyer may refer in its own documents) shall apply under any circumstances.

## **2. Entry into agreement**

### **2.1 Offer**

The Seller’s offer is valid for the period specified in the offer. If no validity period is specified, the offer is valid for 30 days from the date of the offer.

The offer and related images, drawings, calculations and other documents, as well as the rights associated with them, are the property of the Seller. The Buyer shall not be entitled to use them, transfer them to a third party, or exploit the customised technical solutions included in the offer without the Seller’s written consent.

The price of the offer is based on the EUR currency and the exchange rates on the date of the offer, unless otherwise stated in the offer.

The price of the offer is based on the information and quantities provided by the Buyer in the request for quotation or otherwise. If the final order differs from the information or quantities provided, the Seller has the right to adjust the delivery and/or price to correspond to the final information.

### **2.2 Conclusion of agreement**

In an offer-based transaction, the agreement is formed when the Buyer has notified the Seller in writing of its acceptance of the Seller’s offer.

Otherwise, the agreement is concluded when the Seller has confirmed the order (e.g. with an order confirmation) or delivered the goods.

If the Buyer’s order differs from the Seller’s offer, the agreement shall only be concluded once the Seller has accepted the differences in writing.

## **3. Delivery**

### **3.1 Delivery time**

Delivery will be made on the agreed delivery date.

### **3.2 Terms of delivery**

Unless otherwise agreed in writing, the delivery term applicable to deliveries is EXW Tammissaari (Incoterms 2020).

If products specially ordered or manufactured for the Buyer are not received or collected in accordance with the applicable delivery term within 14 days, the Seller shall be entitled to:

- invoice the products, and
- charge for the storage of the products and other costs incurred due to the delay.

### **3.3 Passing of risk**

The risk shall pass in accordance with the agreed delivery term.

If the goods are not delivered at the agreed time due to circumstances attributable to the Buyer or the Buyer's side, the risk shall nevertheless always pass to the Buyer, regardless of the agreed delivery term, once the Seller has done what is required of it under the agreement to enable delivery.

The parties are responsible for insuring the goods themselves in accordance with the division of responsibility based on the agreed delivery term.

### **3.4 Retention of title**

Ownership shall transfer to the Buyer only after the entire purchase price has been paid. Prior to the transfer of ownership, the Buyer shall not have the right to transfer the goods, combine them with other property, or otherwise dispose of them as the owner. The Buyer is responsible for ensuring that the property subject to retention of title is clearly marked as the Seller's property until the transfer of ownership.

### **3.5 Delay**

The Seller shall notify the Buyer of any delay immediately upon becoming aware of it. The notification shall state the reason for the delay and the estimated new delivery date.

If the delay is caused by the Seller, the Buyer is entitled to compensation for any direct damage caused by the delay. In the event of delay, the amount of compensation for liquidated damages shall, however, be limited to a maximum of 0.5% of the price of the delayed batch of goods for each full week following the delivery date. However, the total amount of compensation may not exceed 7.5% of the price of the delayed batch of goods. If delivery is delayed by more than fifteen full weeks, the Buyer has the right to cancel the transaction.

However, if the manufacturer of the goods or the Seller's subcontractor fails to fulfill their agreement and the Seller's delivery is delayed for this reason, the Seller shall not be liable to compensate the Buyer for any damage that may have been caused as a result.

If the goods are not delivered at the agreed time and the delay is not attributable to the Buyer or a circumstance on the Buyer's part, the Buyer shall not be entitled to demand delivery if there has been a change in circumstances that substantially alters the balance of the originally agreed performance obligations.

## **4. Price and terms of payment**

### **4.1 Purchase price**

The purchase price is the price agreed between the parties. Unless a price has been agreed upon, the purchase price shall be deemed to be the fair market price charged by the Seller.

Any packaging, handling and delivery costs will be charged in accordance with the offer, order confirmation or the Seller's current price list.

The Seller also has the right to charge delivery fees in accordance with the current price list, such as small delivery fees, small invoice fees, paper invoice fees, COD fees, advance payment fees and express delivery fees.

## **4.2 Invoicing and period for payment**

The Seller shall be entitled to invoice the Buyer upon completion of the Delivery, unless otherwise agreed in writing. If the Seller is forced to postpone delivery for reasons attributable to the Buyer, the Seller shall nevertheless be entitled to invoice for the Delivery in accordance with the originally agreed delivery date.

The period for payment of invoices is 14 days from the invoice date, unless otherwise agreed in writing.

If the purchase price is not paid on the due date and this is not due to the Seller, the Seller has the right to withhold deliveries (both those under this agreement and any other agreements between the Buyer and the Seller) until the overdue payments have been made or acceptable security has been provided.

## **4.3 Checking the purchase price**

The Seller has the right to adjust prices if raw material costs, exchange rates, value added taxes, import duties or other charges, taxes or tax-like charges independent of the supplier change before the delivery date.

## **4.4 Delay in payment**

In the event of a delay in payment, the Seller shall be entitled to charge interest on late payments in accordance with Section 4a of the Finnish Interest Act (633/1982) and reasonable collection costs.

In the event of a delay in payment, the Seller shall also have the right to withhold its own performance until the Buyer has paid all outstanding amounts in full or provided security acceptable to the Seller.

The Seller shall also have the right to refrain from deliveries if, based on the Buyer's notification or otherwise, it is apparent that the Buyer's performance will be delayed.

The Seller is also entitled to compensation for costs incurred due to the delay, such as exchange rate losses, storage costs, and damage caused by the goods becoming obsolete or spoiled.

## **4.5 Security**

If the provision of security has been agreed upon, the Buyer shall provide the agreed security before the manufacture or delivery of the goods begins. The Seller shall also be entitled to demand security if the Buyer fails to meet its payment obligations in part or in full.

The Seller is also entitled to demand security from the Buyer if it has compelling reasons to believe that the purchase price or part thereof will not be paid.

# **5. Characteristics and defects of goods**

## **5.1 Characteristics of goods**

The Seller is responsible for the quality and other characteristics of the goods only in accordance with the information specified in the agreement and the agreed drawings and specifications.

Before using the product, the Buyer must carefully read the instructions, specifications and descriptions provided by the Seller and use the product in accordance with them. The Buyer is responsible for the accuracy of the information provided to the Seller and the suitability of the product for the Buyer's intended use. The Seller shall therefore not be liable for the suitability of the product for the Buyer's specific purpose, regardless of whether the Buyer has notified the Seller of such purpose.

When reselling or transferring ownership, the Buyer must pass on the product-related usage and safety information to the new buyer or user.

## **5.2 Defects and complaints**

The Buyer must inspect the Delivery immediately after delivery. The Buyer must report any defects detected during the acceptance inspection in writing within seven days of delivery. Other errors must be reported in writing within 14 days of their discovery.

The complaint must include a sufficient description of the defect and, if necessary, photographs and delivery details. If the Buyer considers the defect to be significant, this must be clearly stated in the complaint. The Seller must be given a reasonable opportunity to verify the alleged defect and take the necessary measures.

If the product is defective, the Seller has the right, at its discretion, to either:

- repair the defective product, or
- deliver a replacement product.

The defective product must be returned to the Seller at the Seller's request in accordance with the Seller's instructions. The Seller shall be liable for return and delivery costs only to the extent that the Seller has determined that the product is defective. The Seller is not responsible for any removal, installation or other similar costs associated with the product, unless otherwise agreed in writing.

If repairing the defect or delivering a new product is not possible, or if it cannot be done within a reasonable period of time, the Seller shall give the Buyer a price reduction for the defective product. If the defect is of material importance to the Buyer and the Seller has understood this, the Buyer shall have the right to terminate the agreement instead of receiving a price reduction.

## **6. Liability and its limitation**

The Seller shall be liable to the Buyer for any direct damages caused by a breach of agreement. In all cases, the Seller's liability for direct damages shall be limited to a maximum of the invoiced price of the batch of goods to which the breach of agreement relates.

Under no circumstances shall the Seller be liable for indirect or consequential damages, such as interruption of production, loss of income, loss of profit, loss of goodwill, contractual penalties, or loss of customers.

The Seller shall not be liable for damage caused by connecting or using the goods in a manner other than for which they are intended, nor for damage caused by raw materials or the structure of the goods in accordance with the Buyer's instructions, or by the working or manufacturing methods specified by the Buyer.

The above limitations of liability shall not apply if the Seller is guilty of intent or gross negligence.

If a third party submits a claim for compensation to the Buyer or Seller based on this clause, the other party must be notified of this in writing without delay.

## **7. Termination of the agreement**

The Seller has the right to cancel the sale if:

- a) The Buyer delays payment of the purchase price or an installment thereof, and the delayed amount has not been paid in full within 14 days of the Seller's written notice;

- b) The Buyer otherwise breaches the agreement and does not rectify their conduct within 14 days of receiving written notification from the Seller;
- c) The Buyer is declared bankrupt, enters into corporate restructuring or liquidation, or if the Buyer is otherwise, in the Seller's reasonable opinion, insolvent or otherwise manifestly unable to fulfill its contractual obligations; or
- d) Based on the Buyer's notification, conduct or financial position, there are reasonable grounds to believe that the Buyer will materially breach its contractual obligations and, despite the Seller's request, will not provide acceptable security or other assurance within 14 days of written notice.
- e) A change occurs in the Buyer's ownership structure prior to the delivery of the goods or, in the case of a delivery in batches, prior to the delivery of the first batch.

## **8. Force majeure**

The Seller shall not be obliged to fulfill the agreement if a natural disaster, fire, machine damage or comparable disruption, strike, lockout, war, mobilisation, export or import ban, lack of transport, discontinuation of manufacture, traffic disruption, or other such obstacle beyond the Seller's control and outside the Seller's sphere of influence prevents the delivery of the goods or part thereof.

The Seller shall also not be obligated to fulfill the agreement if its fulfillment would require sacrifices that are unreasonable in comparison to the benefit accruing to the Buyer. The Seller is not obligated to fulfill the agreement if the import or procurement of the goods is prevented or becomes unreasonably difficult or significantly more expensive than originally planned due to the availability of raw materials or components, international agreements, import restrictions, increased customs duties, import bans, or other official measures.

The Seller shall notify the other party of the force majeure without delay. If the force majeure lasts for at least six months, either party shall have the right to terminate the agreement by giving written notice. Neither party shall be liable for compensation to the other party if the agreement is terminated in accordance with this clause.

## **9. Right of reference**

The Seller has the right to use the Buyer and the subject of delivery as a public reference for the Seller, unless the Buyer has notified the Seller in writing of a prohibition on references prior to the conclusion of the agreement. A later notification shall not restrict the Seller's right of reference.

For the avoidance of doubt, it should be noted that the Seller always has the right to request permission to use the subject of delivery as a reference directly from the end owner of the subject of delivery or the owner of the entire project. In this regard, the Seller has the right to contact the party in question directly.

## **10. Other terms and conditions**

This agreement constitutes the entire agreement between the parties and supersedes all prior agreements, offers and other written or oral communications between the parties relating to the subject matter of this agreement.

Amendments and additions to the agreement shall only be valid if made in writing and signed by the legal representatives of the Seller and the Buyer.

Neither party may transfer the agreement or its rights or obligations under it to a third party without the prior written consent of the other party. Notwithstanding this, the Seller may transfer the agreement to a third party without the Buyer's consent in connection with the transfer of its business or part thereof. The Seller also has the right to transfer the collection of payments and contractual receivables to a third party.

All notices under this Agreement shall be in writing. The notice shall be deemed to have been received: (i) on the date of delivery, if delivered in person; (ii) two (2) business days after dispatch by an internationally recognised courier service; (iii) five (5) business days after dispatch by registered or

uncertified first-class mail; or (iv) one (1) business day after dispatch by email, provided that no error notification is received.

## **11. Governing law and dispute resolution**

The agreement is governed by Finnish law, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

Any disputes arising from the agreement between the Seller and the Buyer shall primarily be resolved through negotiations between the parties.

Any disputes arising from this agreement shall be finally settled by arbitration in accordance with the arbitration rules of the Finland Chamber of Commerce. The arbitration proceedings shall take place in Tammisaari, Finland. The language of the arbitration proceedings shall be Finnish. However, written and oral evidence may also be presented in English and Swedish.

Notwithstanding the arbitration clause, the Seller shall always have the right to collect its overdue receivables from the sale at the Helsinki District Court.