

GENERAL TERMS AND CONDITIONS OF DELIVERY

The deliveries made by Puumerkki Oy (hereinafter referred to as **the Seller**) follow the General Procurement and Delivery Terms for Construction Products (RYHT 2000, RT 17-10721) together with the specifications below, unless otherwise agreed upon in writing.

1. Tender and entry into Agreement

The tender submitted by the Seller shall be binding from 30 days following the submission, unless otherwise agreed upon. If the volume ordered is significantly less than volume specified, the tender shall not be binding to the Seller. The Agreement shall be deemed to have become binding for the Purchaser if the Seller confirms and delivers the order submitted by the former.

2. Cancellation of or changes to orders

Orders or a part thereof may be cancelled only if this is accepted by the Seller and the Purchaser pays the costs incurred upon cancellation. The Purchaser may change the pick-up or delivery date by agreeing on a new date with the Seller one (1) working day in advance and by paying any costs incurred. If the Purchaser fails to pick up the goods within seven (7) days following the agreed pick-up date, the Seller shall have the right to cancel the transaction and the Purchaser shall compensate the Seller for any costs incurred.

Orders that the Seller has submitted separately to a factory (**Factory Delivery**) or for goods delivered as a Factory Delivery via the Seller's warehouse (**Transit Goods**) can be cancelled or changed only in accordance with the terms and conditions established by the factory and the Seller.

3. Delivery clauses

The Seller and the Purchaser may agree that the goods shall be delivered pursuant to the following delivery clauses of Incoterms 2010 (as specified in the General Terms and Conditions of Delivery):

- i) DAP, delivered at place; or
- ii) FCA, free carrier.

According to the applicable price list, the Seller shall issue the Purchaser an invoice for the insurance premium and transport costs for goods transported by the Seller to the Purchaser.

In addition, the Seller shall issue the Purchaser an invoice for the insurance, transport, packaging, invoicing and other costs and additional fees related to the products and Transit Goods ordered as a Factory Delivery. Upon such deliveries, the applicable terms and conditions of pricing and other terms and conditions of delivery established by the supplier factory shall be followed in addition to the General Terms and Conditions of Delivery.

4. Transfer of risk of damage

The risk of damage shall transfer to the Purchaser when the goods are delivered to them in the manner agreed upon. In the event that the goods are not delivered in time due to the delay by the Purchaser, the risk of damage shall transfer to the Purchaser if the Seller performs the obligations arising from the Agreement and allowing the goods to be delivered. In such a case, insuring the goods is the liability of the Purchaser.

5. Transport packaging

The prices shall not include the packaging, except for the standard packaging of the supplier or manufacturer. The Seller reserves the right to package the goods separately for transport if they deem this necessary in order to prevent any damage to the goods during transport. The Seller adds the packaging costs according to the applicable price list to the total cost of delivery.

6. Additional fee for delays, fast deliveries and picking of deliveries

According to the applicable price list, the Seller adds additional fees to the invoice issued to the Purchaser, unless otherwise agreed upon in writing. The additional fee for delay shall be calculated for each initial 15 minutes if the unloading time (30 minutes) at the site is delayed due to reasons arising from the client. The additional fee for fast delivery shall be demanded if the delivery (DAP) takes place within the same 24 hours or if it is picked up within four (4) hours of confirming the order. The picking of the delivery shall be subject to an additional fee if the amount of the order is less than 300 euros without VAT.

7. Terms and conditions of payment for credit clients

The terms and conditions of payment for credit clients shall be 14 (fourteen) days in net amount as of the date of delivery or pick-up, unless otherwise agreed upon in writing. If the payment of the Purchaser is delayed, the Seller shall pay interest at the rate of 16%. The Purchaser undertakes to pay the payment to the bank account indicated by the Seller and the latter shall have no obligation to accept the payment at their places of operation. The payment shall be deemed to have been paid when the amount accrues to the bank account of the Seller. If the payment is delayed and the Seller has sent a reminder, the Seller shall reserve the right to suspend the delivery of the goods or terminate the Agreement, in which case the unpaid amount shall be subject to immediate payment.

8. Product data

The data specified in the product description, tenders, packaging and other instructions and recommendations (**Product Data**) are referential and the Seller shall not be liable for the suitability of the product for a certain use that is not specified separately in the written recommendation of the Seller. The Purchaser shall review the product data.

9. Return

The return of the product shall be agreed upon with the Seller within 14 (fourteen) days of receiving the goods. The products shall be undamaged and in their original package. The Seller shall determine the amount of the compensation to be paid for the goods returned separately in each case on the basis of the condition and quality of the product. The compensation may be up to 80% of the sales price/delivery calculation of the goods returned. The right of return shall not extend to goods delivered as a Factory Delivery or in the case of Transit Goods. If the supplier factory agrees to accept such goods, the amount of the compensation paid by the Seller shall be equal to the amount of compensation paid by the factory to the Seller.

10. Inspection of goods and reminders

Upon picking up or receiving the goods, the Purchaser shall inspect them. If the transport of the goods is organised by the carrier, the Purchaser shall notify them of any deficiencies or defects discovered in the goods, which have presumably occurred during the transport. The Purchaser shall notify the Seller of any defects discovered in the goods immediately, but no later than within eight (8) days of receiving the delivery or picking up the goods. If a defect is discovered upon installation of the goods at the installation site or assembly of the parts thereof, the Purchaser shall notify the Seller of such defects within 14 (fourteen) days of discovery or during which such discovery should have been made.

If the Purchaser ignores the obligation to inspect the goods or fails to notify the Seller of any defects discovered therein within the term specified in this clause, the Purchaser shall forfeit their right to submit the claims arising from the defect to the Seller. The Seller shall have the right to inspect the goods subject to complaint and eliminate, at their own discretion, the defect by delivering a new product, decreasing the sales price of the goods or refunding the money. The Purchaser shall have the right to refuse to pay the purchase price if the defect proves to be significant and they have filed a respective complaint with the Seller and the latter has failed to eliminate such a defect within a reasonable time. The right of the Purchaser to refuse to pay the purchase price shall be limited to the amount of the defective goods and not extend to the entire delivery.

11. Compensation for damage

The obligation to pay compensation for the defective goods or delay caused by the Seller is limited to the amount of the defective or delayed goods.

The Seller shall have no obligation to pay the Purchaser or a third party for a defect caused by ignoring the Product Data, any potential installation guides and/or good construction or installation practices. This shall also apply to defects or damage caused by another construction element of the object of use.

The Seller shall not be liable for any indirect damage caused to the Purchaser or a third party, including: i) production losses and loss of income, ii) other costs arising from the suspension of income, turnover, loss of market share, production or services; iii) other costs arising from the inability to use to goods for their intended purpose; iv) costs arising from the damage to other property, except to goods sold; or v) other similar unpredicted damage.

12. Withholding of property condition

The Seller shall retain the right of ownership of the goods until the Purchaser pays the purchase price in full.

13. Amendments

The Seller reserves the right to amend the terms and conditions of products, pricing, payment, payment of interest and delivery.

14. Force majeure

The Seller shall not be liable for damage incurred due to *force majeure*. The Seller shall not be obliged to perform the Agreement if the *force majeure* and/or delay of the delivery is caused by the activity of the Purchaser or occurs due to reasons attributable to them. *Force majeure* shall be an event impeding the performance of the Agreement or making this unreasonably difficult, i.e. an employment dispute, fire, war, natural disaster or another similar and unusual reason.

15. Annulment of Terms and Conditions of Agreement

If a provision of the Terms and Conditions of the Agreement becomes null and void, it shall not affect the validity or performance of other provisions. The Agreement shall remain valid, with the invalid or non-compliant provision being replaced by one having a similar economic impact.

16. Resolution of disputes

This Agreement is governed by the legislation of the Republic of Finland, excluding the legal provisions regarding applicable legislation. Any and all disputes arising from the Agreement shall be settled in Helsinki court of first instance.