
General Conditions of Sale - NORDTREAT OY

1. Scope

These General Conditions of Sale apply to all offers, quotations, order confirmations, orders, contracts, deliveries and services between the Seller and the Buyer in relation to the Goods. No purchase conditions or other terms of the Buyer shall be applicable. No variation, addition or deletion made to these General Conditions of Sale shall be deemed applicable unless otherwise agreed in writing and signed duly by the Seller and the Buyer.

2. Definitions

"Agreement" refers to any written contract or agreement, also verbal, between the Seller and the Buyer in relation to the Goods. If there is no written Agreement, the Agreement is concluded (at the later of the following) when the Buyer's order corresponds to the Seller's offer or the Seller confirms the Buyer's order. "Buyer" refers to a party that purchases the Goods from the Seller. "Goods" refers to all or any part of the products or services sold or to be sold by the Seller to the Buyer. "Seller" refers to Nordtreat Oy or any of its affiliated companies which are a party to the Agreement.

3. Offer and Price

Prices in any offer, order confirmation or Agreement are in Euros and do not include any taxes, duties or levies, now or hereafter imposed, applicable to the Goods. The Seller will add taxes, duties and levies to the sales price of the Goods where the Seller is required by law to pay or collect such taxes, duties and levies, and such taxes, duties and levies will be paid by the Buyer together with the price.

Each quotation and/or offer by the Seller is valid only for 14 days from the date such quotation and/or offer is given, unless otherwise stipulated by the Seller in writing. All documents and information disclosed by the Seller remain the sole and exclusive property of the Seller and may not be used by the Buyer for any other purpose than for which they are disclosed for by the Seller, and the Buyer shall not disclose such documents or information to any third party without the prior written consent of the Seller.

4. Ownership and Passing of Risk

The Goods shall remain property of the Seller until paid for in full by the Buyer. The risk of loss of and damage to the Goods shall pass from the Seller to the Buyer in accordance with the agreed delivery term, which is Ex Works, Vantaa (EXW, Incoterms 2020) unless otherwise stipulated in writing by the Seller. Unless otherwise agreed by the parties, the specification and quality of the Goods is exclusively defined in the Seller's official written product specification.

5. Payment Terms

Unless otherwise agreed, the payment term for the Goods is 14 days nett from the date of the Seller's invoice. The Seller shall be entitled to interests for delayed payments from the

date on which the payment was due until the actual payment date and to compensation for recovery costs (if any). The rate of the late payment interest is 8 percentage points above the rate of the main refinancing facility of the European Central Bank in force from time to time. In case of late payment, after having notified the Buyer in writing, the Seller may suspend its performance of the Agreement or any subsequent Agreements until it receives the payment in full. The Buyer is not entitled to present claims for compensation for such delays.

6. Delivery

The Seller may make partial deliveries of the Goods, unless otherwise agreed in writing by the parties. Should the Seller have to postpone delivery for reasons attributable to the Buyer, the Seller has the right to invoice for the Goods according to the original delivery date. The Buyer is not entitled to present claims for compensation for such postponed delivery. Furthermore, the Seller shall be entitled to compensation for storage costs, any loss resulting from the Goods becoming obsolete and other costs caused by the postponement of the delivery for reasons attributable to the Buyer.

7. Limitation of Liability

The Seller shall not be liable towards the Buyer for any (i) loss of profits, (ii) loss of production, (iii) loss of use, (iv) loss of revenue, (v) loss of contract or opportunity, (vi) loss of goodwill, or (vii) for any special, indirect or consequential loss or damage or punitive damages of whatever nature and in each case whether or not foreseeable or contemplated by the Seller and/or the Buyer and whether or not based on contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to, the Agreement. The Seller's total aggregate liability under or in relation to the Agreement and for all causes of action is limited to the selling price of the Goods paid by the Buyer. Except for the express provisions of the Agreement, and to the maximum extent permitted by applicable law, the Seller disclaims and excludes all warranties, terms and other conditions, including but not limit to any warranty, term or other condition, satisfactory quality, fitness for a particular purpose, correspondence with description or non-infringement, in each case whether implied by statute, common law, custom, collaterally or otherwise. The Buyer has at any time the full responsibility to ensure suitability of the Goods and carry out necessary inspections and tests before use. The Seller shall not be liable for damage to property caused by the Goods or any damages caused by using the Goods. The Seller does not undertake any warranty or liability (express or implied) of fitness or suitability of Goods for any specific purpose (even if known to the Seller). The Seller assumes no product liability except as imposed by mandatory law. The Seller guarantees only the conformity of the Goods with the Seller's official written product specification applicable to the Agreement. The Buyer shall immediately upon delivery inspect the Goods. The Buyer must inform the Seller of any claims or complaints within 30 calendar days from the date of delivery. The Seller shall not be liable for any non-conformity and/or defect in any part of the Goods for more than 30 calendar days as of the date of delivery. The Seller's liability of non-conformity and/or defect covers only repair or replacement of the non-conformity and/or defect or, at the Seller's discretion, the refund of the net sale price of the Goods. The Buyer will indemnify

and hold the Seller harmless to the extent that the Seller incurs liability towards a third party for any damage or loss for which the Seller is not liable towards the Buyer according to the Agreement.

8. Assignment of the Agreement

The Buyer shall not be entitled to assign the Agreement, in whole or in part, without the Seller's prior written consent. The Seller has the right to assign the Agreement, in whole or in part, to any of its affiliated companies as well as transfer its claims based on the Agreement to any third party. The Seller has the right to use subcontractors.

9. Amendments of the Agreement

The Agreement and its appendices may only be amended by a written agreement signed by duly authorised representatives of the Seller and the Buyer.

10. Force Majeure

Neither party will be liable for failure to meet the contractual obligations under the Agreement due to Force Majeure. "Force Majeure" includes, without limitation, strikes, lockouts, labour disputes, acts of God, fire, power failure, natural disasters, riots, wars and government actions. This limitation of liability will be valid only for the period of duration of Force Majeure. Events of Force Majeure are events beyond the control of the party which occur after entering into the Agreement and which were not reasonably foreseeable at the time of entering into the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the party concerned. The party involved in an event of Force Majeure will take all reasonable measures and actions to limit or minimise the consequences of such an event. The party claiming to be affected by Force Majeure will notify the other party in writing without delay on the intervention and on the cessation of such circumstance. Either party will be entitled to terminate the Agreement by notice in writing to the other party if performance of the Agreement is suspended due to Force Majeure reasons for more than six (6) months. In such a case neither party is liable to compensate the other party for damage caused by non-compliance with the Agreement.

11. Termination of the Agreement

The Buyer may terminate the Agreement only in case the Seller commits a material breach of the Agreement, which breach has not been remedied by the Seller within thirty (30) days from the Buyer having notified the Seller of such a breach and provided that such breach results in essential failure to achieve the purpose of the Agreement. The Seller may terminate the Agreement in case the Buyer commits a material breach of the Agreement, which breach has not been remedied by the Buyer within thirty (30) days from the Seller having notified the Buyer of such a breach.

12. Governing Law, Dispute Resolution

The Agreement is governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions. Furthermore, the United Nations' Convention on Contracts for the sale of Goods (adopted on 16 September 1988 and including any

enactment or enforcement of such convention in any jurisdiction) shall not apply to the Agreement Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The number of arbitrators shall be one.