

## 1. GENERAL

These General Terms of Sale ("Terms") shall apply to all sales and, unless otherwise agreed, any installation or other services provided by Northern Hall and Cover Finland Oy ("Seller"), and shall prevail over any conflicting conditions that a customer ("Customer") may attempt to enforce, including the Customer's own general conditions of purchase. In case of conflict between these Terms and the Seller's offer/order confirmation or a signed main contract (and any appendices), the offer/main contract shall prevail. These Terms cannot be amended verbally.

## 2. ORDERS

Orders are binding only when confirmed in writing by Seller. Orders are subject to availability and Seller may reject or amend them. Orders are non-cancellable, unless Seller agrees otherwise in writing.

Customer is responsible for the accuracy of all specifications, drawings and measurements provided by Customer; Seller is not liable for non-conformity caused by inaccurate or incomplete Customer information.

## 3. PRICES AND PAYMENT

Unless otherwise agreed in writing between Seller and the Customer, all prices shall be those specified by Seller in the respective quote and which the Seller has confirmed in the order confirmation. Any indirect taxes and fees for which Seller is liable (such as VAT) shall be added to the prices. Unless otherwise agreed in writing, all shipping and handling charges shall be borne by the Customer. Seller may require advance payment or security for made-to-order/cut-to-length goods.

Payment term is 14 days net from invoice date. Late payments accrue interest at 16% p.a. Customer may not withhold or set off payments on any basis.

If manufacturing costs increase due to changes in raw material prices or other factors beyond Seller's control in a manner that could not be taken into account when issuing the quote, Seller shall have the right to adjust the price correspondingly to reflect the increase in costs.

## 4. DELIVERY

Delivery terms are as stated in the offer/order confirmation and interpreted under Incoterms 2020. If not stated, delivery is EXW Seller's premises (or FCA Seller's nominated place, at Seller's option). Delivery dates are estimates unless expressly agreed as binding. Seller may deliver in instalments.

Risk of loss/damage passes to Customer upon delivery under the agreed Incoterms term.

## 5. TRANSFER OF TITLE

Title to the products under order shall remain vested in Seller and shall not pass to the Customer until the purchase price for the products under order has been paid in full and received by Seller. The Customer shall not have the right to resell the shipped products or pledge, encumber or otherwise dispose of them until they have been fully paid for.

## 6. DELAY OR DEFAULT IN PAYMENT

If Customer fails to pay any invoice when due, Seller shall have the right to withhold any further shipments to the Customer until such time as the Customer brings its account current and demonstrates its ability to pay to Seller's satisfaction (for example by providing advance payments). If payment is overdue, Seller may terminate the affected order(s) without prejudice to other remedies.

## 7. INSPECTION, CLAIMS AND WARRANTY

**Inspection / transport damage.** Customer shall inspect goods immediately upon delivery. Any transport damage must be noted to the carrier at receipt and notified to Seller in writing without delay, and in any event within 7 days of delivery.

**Claims deadlines.** Claims relating to quantity or visible condition (upon diligent inspection) must be made in writing within 7 days of delivery. Claims relating to quality/defects must be made in writing within 30 days of delivery or, in case of latent defects, within the warranty period, provided that no claim may be made after the goods have been cut, processed, installed or otherwise used.

**Conformity warranty.** Seller warrants that, at delivery, goods conform to the agreed specification. The warranty period is 12 months from delivery, but always subject to the claim rules above in this Section.

**Seller's remedy.** If a claim is valid and timely, Seller shall have the right to inspect/verify the notified defect and, after accepting the defect, Seller shall at its option repair, replace or credit/refund the value of the defective goods. Returned goods require Seller's prior written consent and shall be shipped as instructed by Seller.

**Exclusions.** No warranty for defects caused by Customer's designs/specifications, incorrect handling/storage/use (packaged goods must be stored protected from weather), site conditions, normal wear, unauthorised modifications/repairs, or third-party materials. Warranty is conditional upon timely payment and compliance with the payment terms.

## 8. LIMITATION OF LIABILITY

Seller's liability is limited to the remedies and time limits set out in these Terms. The total liability of Seller in respect of defective goods is limited to the price paid for the defective goods (or, at Seller's option, their replacement value). Seller's total liability in respect of services is limited as set out in Clause 9.

Seller is not liable for indirect or consequential loss, including third party claims, damage to other property or products containing the goods sold, loss of profit, revenue, business or anticipated savings.

## 9. INSTALLATION

**Scope & precedence.** Installation or other services are included only if expressly agreed in Seller's offer/order confirmation. The offer/main contract (and any appendix) governs the service scope, schedule, site requirements and price; these Terms apply supplementally.

**Customer responsibilities.** Customer is responsible for specifications as per Clause 2 and for site readiness, access, necessary permits, utilities, lifting equipment/assistance (if required), and site safety unless agreed otherwise. If Seller performs measurements, Seller's responsibility is limited to the agreed measurement task.

**Schedule adjustments.** Service dates are estimates unless expressly agreed as binding. Seller is entitled to reasonable extensions for (i) Customer delay or site conditions, (ii) production or product availability related delays (iii) changes, or (iv) weather/safety conditions preventing work.

**Handover / acceptance.** The service is deemed accepted upon completion sign-off, or when Customer takes the works into use, unless defects preventing use are notified to Seller in writing without delay.

**Service defects.** Seller remedies service defects by re-performing the defective part within a reasonable time. Customer must notify defects without undue delay and in any event no later than 7 days after discovery, and in any event within 12 months from completion of the services.

**Liability.** Seller's total liability for services is limited to the service price, and Seller is not liable for indirect/consequential loss (including damage to other property, loss of profit, production, etc.).

## 10. FORCE MAJEURE

A party is not liable for delay or failure due to events beyond its reasonable control (including labour disputes, fire, flood, exceptional weather or safety conditions, war, embargo, epidemics, sabotage, transport or communications disruption, shortage of materials/energy). Force majeure affecting subcontractors qualifies to the same extent.

## 11. GOVERNING LAW

The law applicable to these Terms or any contract made under these Terms is the Finnish law (excluding any conflicts of laws principles and excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG)).

## 12. DISPUTE RESOLUTION

Seller and the Customer shall use their best endeavours to resolve any dispute arising out of or in connection with the present sale amicably through negotiation.

If an amicable solution cannot be reached, any dispute, controversy or claim arising out of or relating to the applicable sale or these Terms shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland, and the language to be used in the arbitral proceedings shall be English. Notwithstanding the above, in the event that Seller so chooses, disputes concerning or related to the sales price or other receivables of Seller may be submitted to a court of competent jurisdiction at the Customer's place of business or Seller's place of business.