

## Summanen Oy's General Terms of Contract and Delivery

These Summanen Oy's General Terms of Contract and Delivery are valid as of 1 April 2021 until further notice, and replace any and all previous general terms of contract and delivery. These terms of contract and delivery apply to transactions between Summanen Oy and its customers, unless otherwise agreed. These terms of contract and delivery apply to the delivery of the goods specified in an order confirmation, unless otherwise agreed in writing. The customer will be considered to have accepted these terms unless the customer submits a notice to the contrary within three (3) workingdays from the date of the order confirmation. Summanen Oy reserves the right to revise these terms of delivery in any manner it sees fit.

### Offer and creation of agreement

All offers by Summanen Oy are valid for the period of time specified in the offer. If no validity period is specified, the offer is valid for a period of thirty (30) days from the offer date. Offers are valid in their entirety. All designs, drawings, images, calculations and any other documents included in the offer remain the property of Summanen Oy until the customer has redeemed them at a price to be separately agreed. Before such a redemption date, the customer does not have the right to use the documents for any other purpose than the processing of the offer, the right to copy the documents or the right to surrender the documents or any information therein to any third party. In the case of a transaction based on an offer, an agreement is created when the customer announces that it accepts Summanen Oy's offer without any changes and/or reservations.

### Order and creation of agreement

In the case of a transaction not based on an offer, an agreement is created when Summanen Oy confirms the order or delivers the goods.

### Prices

Pricing is based on Summanen Oy's prices valid on the offer or order date, exclusive of tax, unless otherwise specified in the offer or order confirmation. The prices of any delivery/installation services or any other services specified in the offer or order confirmation will be separately charged. Value added tax will be added to the prices in accordance with currently valid legislation. Summanen Oy has the right to add any expenses, payments, taxes or tax-like payments which it is unable to influence, as well as any exchange rate or raw material price increases of more than 3%, to its prices immediately after the entry into force of the change.

### Collateral securities and Summanen Oy's right to refuse delivery

If an agreement on depositing a security or an advance payment has been made, the security must be deposited or the advance payment must be paid before the start of the delivery of the goods or services. Summanen Oy reserves the right to refuse delivery of the goods or services if (a) the customer fails to pay all overdue invoices sent by Summanen Oy to the customer in their entirety, (b) the customer fails to deposit the agreed security or pay the agreed advance payment, or (c) the customer's credit limit has been exceeded or is in danger of being exceeded.

### Terms of delivery

The terms of delivery and any related charges are specified in the offer and/or order confirmation. A separate installation fee will be charged, unless otherwise specified in the offer or order confirmation.

### Lead time

Unless otherwise agreed, the lead time starts from whichever is the latter of the following: (a) the effective date of the agreement, (b) the date on which the agreed security was deposited or agreed advance payment

was paid, or (c) the date on which all of the information required to fulfil the order were submitted to Summanen Oy. The term “delivery week” refers to the week during which the goods will be delivered according to the terms of delivery.

#### **Changing the delivery content or lead time**

The customer must submit any change requests involving the content of the delivery to Summanen Oy in writing, and the customer and Summanen Oy must agree on their impact on the price and lead time, as well as the other terms. Change requests involving the lead time must be submitted in writing to Summanen Oy at the latest ten (10) workingdays before the agreed delivery date or, if the lead time is shorter than ten weekdays, at a time that is, at a minimum, the length of the agreed lead time. If the customer’s request leads to postponement of the delivery, the customer will be invoiced any storage costs and any other direct costs arising from the change.

#### **Term of payment, interest on arrears and collection charges**

Unless otherwise agreed, the term of payment is fourteen (14) days net starting from the delivery date. If the delivery or the invoice is defective, the part free of defects must be paid by the due date. If the payment is delayed, Summanen Oy has the right to collect the interest on arrears specified in the order confirmation. In addition to the interest on arrears, Summanen Oy has the right to charge debt collection charges.

#### **Delivery and inspection obligation**

At the time of delivery specified in the terms of delivery, the customer has the obligation to verify that the delivery complies with the agreement and the goods are undamaged on the outside. If the customer observes a defect in the delivery or the goods, the customer must submit a complaint to Summanen Oy in writing without undue delay and at the latest five (5) workingdays after the delivery. Damage to the goods does not entitle the customer to refuse to accept the goods or to refuse to pay the invoice.

#### **Warranty**

The warranty specified in this clause comprises Summanen Oy’s sole liability for defective goods and performed services.

##### **- Goods**

Warranty for the delivered goods is only granted in the manner specified in these terms of delivery.

##### **Material and manufacturing defects**

Summanen Oy has the right to, at its discretion, either repair the defective goods or deliver new equivalent goods, or if neither of these is possible, grant a discount for the goods. Summanen Oy or the manufacturer (if not Summanen Oy) will assess the value of the defect on a case-by-case basis in relation to the price paid for the product. Repairing of a product or the delivery of a new product will not extend the warranty period. Under normal conditions (where the products are used for eight hours per day), the warranty period of standard products manufactured by Summanen Oy is five (5) years, unless otherwise specified by Summanen Oy. In the case of special orders, such as customised products where the customised property is not included in the standard product selection of Summanen Oy or the manufacturer, no warranty is granted or a case-by-case agreement on warranty is made.

The warranty period starts when the goods are delivered. The warranty is only valid if the goods have been used and stored with care in compliance with the intended use and the user/care instructions, and correctly installed in accordance with the installation instructions. The warranty does not cover normal wear and tear or defects caused by the customer’s negligence. Warranty claims must be submitted to Summanen Oy in writing before the end of the warranty period and at the latest eight (8) weekdays from the customer having noticed the defect that is covered by the warranty. The product or a photo of the defect and a certificate of purchase

must be submitted to Summanen Oy in connection with the warranty claim.

#### **- Services**

Summanen Oy is obligated to deliver the service requested by the customer in a professional manner, practicing appropriate diligence and following the industry's general practices, provided that the customer has reported any issues that could be of significance in terms of the delivery of the said service. Summanen Oy has the right to use subcontractors when providing the service.

#### **Transfer of ownership and risk**

Right of ownership to the goods will be transferred to the customer when the selling price has been paid in full. The risk will be transferred to the customer when the goods have been delivered to the customer in accordance with the terms of delivery.

#### **Returns**

The customer does not have the right to return flawless goods that comply with the approved offer or order.

#### **Delay by Summanen Oy or the customer**

Summanen Oy and the customer are obligated to inform each other without delay in writing if there is a risk of the delivery or the reception of the goods being delayed. The reason for the delay and a new delivery/reception date must be specified. If the delay is caused by negligence on Summanen Oy's part, the customer has the right to receive compensation for any direct losses caused by the delay to the customer up to a maximum of 0.5% of the total value of the delayed goods (excluding VAT) for each full week the delivery is delayed from the agreed delivery date for a period of a maximum of 10 weeks. Regardless of the terms specified above in this clause, Summanen Oy cannot be held liable for any losses caused by delayed service to the customer. The parties are not entitled to receive any other compensation for damage. If the customer is delayed in the reception of a delivery or a service, the customer is obligated to compensate any storage costs and other direct costs incurred by Summanen Oy due to the delay based on an invoice.

#### **Injury or property damage caused by a product**

Summanen Oy cannot be held liable for any damage caused by goods delivered by it to real property or movable property. However, Summanen Oy is responsible for injuries and/or property damage caused by goods delivered by it to private persons in compliance with the Product Liability Act.

#### **Limitation of liability**

Summanen Oy is not obligated to compensate to the customer any damage apart from the direct damage incurred by the customer as specified in these terms of delivery. Summanen Oy is not obligated to compensate to the customer any consequential losses.

#### **Force majeure**

If compliance with the contractual obligations is prevented by an event Summanen Oy is unable to influence, or if compliance with the contractual obligations would require unreasonable sacrifices when compared to the benefits to the customer, Summanen Oy has the right to extend the lead time until the force majeure event has been eliminated. If the force majeure event persists for more than 90 days after the original delivery date, both parties have the right to cancel the agreement without the other party being entitled to any compensation for damage.

#### **Applicable law and disputes**

The agreement between Summanen Oy and the customer is governed by Finnish law. Any disputes arising

from the agreement the parties are unable to resolve in mutual negotiations shall be resolved by the district court of the defendant's domicile/registered office.