

# Kiilto General Terms of Sale

1.3.2022

## 1. Applicability

These General Sales Conditions are applicable to supplies, offers, order confirmations and contracts relating to products manufactured and marketed by Kiilto Oy (hereinafter "Supplier") unless otherwise is stated in the contract.

## 2. Offer; contract establishment

If not otherwise stated in Supplier's offer, the offer is not binding.

A contract binding on Supplier arises when the Supplier confirms the offer or delivers the goods to the Buyer. If the order differs from Supplier's offer the difference must be specifically mentioned in the order. An order differing from Supplier's offer or Buyer's conditions differing from these General Conditions of Sale shall have effect only in as far as the Supplier has confirmed them in writing.

An order or part thereof may be cancelled only with the agreement of the Supplier and on condition that Buyer undertakes to compensate the Supplier for all and any costs incurred by the cancellation.

## 3. Delivery

### 3.1 Time of delivery

The Supplier will inform Buyer, if needed, of the anticipated time of delivery or time when the goods will be ready for delivery ex warehouse in the offer and/or in the order confirmation. If not otherwise agreed in writing this delivery time is not binding on The Supplier and is given only for guidance. Irrespective of other agreement under the terms of sale The Supplier will be deemed to have met the time of delivery when the goods are ready for delivery in The Supplier's warehouse.

If the goods for reasons attributable to the Supplier are not ready in warehouse at the time agreed and The Buyer is caused damage through this delay, Buyer is entitled to receive a penalty charge of 0.5 % of the value without value-added tax of the undelivered goods for each complete week by which they are delayed, the total not to exceed 5 % of the full untaxed value. The Supplier is not liable for any other penalties for delay. The Buyer forfeits the right to claim against The Supplier unless the claim is made in writing within three months from the date goods should have been delivered or made available for delivery.

If delivery is delayed for reasons attributable to Buyer, the Supplier is entitled to invoice the goods according to the delivery agreement and payment terms. The Supplier will in this case ensure that the goods are stored at Buyer's risk and expense. If the delay exceeds 2 months, the Supplier may cancel the contract in respect of the goods not taken by Buyer. Buyer is liable to compensate The Supplier for all extra costs involved in non-fulfilment of the delivery.

### 3.2 Delivery clause

Unless otherwise agreed, delivery will be on FCA free carrier, Lempäälä (Incoterms 2020) basis. If needed the Supplier may organize the delivery on behalf of and for the Buyer unless otherwise is stated in contract.

Transport damage or freezing damage or difference between the content of the delivery and goods mentioned in the waybill must be ascertained on arrival of the goods and a notice must be made on the waybill. The Supplier shall be notified within 8 days receipt of goods.

## 4. Product descriptions

Descriptions and recommended areas of use given in the Supplier's brochures, offers, packaging and other material relating to the technical properties and applicability for uses of the goods are derived from laboratory trials and use. They are intended only for guidance in selecting a suitable product. Unless suitability for a particular application is specifically stated in written communication from the Supplier to the Buyer, is not held responsible for the suitability of the product for that application. Oral recommendations given by the Supplier are not binding. Owing to the nature of certain goods the colour or shade of the goods supplied cannot be guaranteed.

## 5. Price, invoicing and payment

Prices given by the Supplier do not include taxes and other possible public payments. They will be shown separately on invoices. Prices include transport according to the agreed delivery term. We charge EUR 13 per EUR-pallet (VAT 0%) and EUR 5 for half EUR-pallets (VAT 0%). If the Buyer wishes for special packaging or delivery terms, the additional costs will be met by the Buyer. Unless otherwise agreed in writing prices applied

are the prices which are valid at the time of delivery. Steel recycled containers are the property of Kiilto Oy and are free of charge to buyers provided that the buyer immediately after use returns the empty container intact to Kiilto. If the buyer does not return the container without delay to Kiilto or the returned container is damaged, Kiilto has the right to charge a reasonable rental price or a rebuilding cost or a redemption price equivalent to the value of a new container, if the container is not returned to Kiilto after a request.

Unless otherwise agreed the Buyer will pay the Supplier within 14 days from the date of invoice. If payment is not made by this date the Buyer is liable to pay a late payment interest on the basis of a 16 % per annum interest in addition to any costs involved in recovering payment. The Supplier is also entitled to suspend any further manufacture or deliveries which may be provided under the contract. The Buyer shall make any complaints relating to the invoice within 8 days from the date of the invoice. The supplier has the right to change the agreed payment terms unilaterally provided the buyer is repeatedly late with their payments or the buyer's financial situation weakens to the extent that the credit insurance company lowers the credit limit it provides for the Supplier related to the Buyer.

## 6. Supplier's liability

### 6.1 Liability for product defects

The Supplier guarantees that products supplied are in accordance with current product specifications. The Supplier undertakes to compensate Buyer for raw material or manufacturing defects depending on product-specific considerations either by the supplying replacing products or by reduction or refund of the product purchase price.

If the Buyer does not carry out inspection according to trade usage or does not cease using the product and inform the Supplier of the defect immediately it is discovered or should have been discovered, the Buyer loses the right to claim against the Supplier for the defect. The Buyer shall at the Supplier's demand provide the defective product or a sample thereof for examination.

Unless otherwise agreed or otherwise specified in the Supplier's product brochure, the Supplier's liability for defects is limited to one year from the date the product has been taken into use or in all cases to two years from the date product was ready for delivery in the Supplier's warehouse.

### 6.2 Liability for personal or material damage caused by non-conforming goods or operations

The Supplier is liable in respect of goods supplied and operations of its personnel for direct bodily injury or material damage in accordance with current law within the limits stated in these general sales conditions.

### 6.3 Liability for defective remunerative analysis services

The provision of reliable and accurate analysis services requires that the Buyer has provided Kiilto with all essential information on the matter, and keeps Kiilto informed of any changes. Kiilto's liability in a damage caused by a possible defect in the analysis services is limited to the compensation charged for the analysis services for the six months preceding the error.

### 6.4. Limits to liability

The Buyer shall notify the Supplier in writing without delay of any claims, if not agreed otherwise. If the claims relate to defects or deficiencies immediately perceivable, the claim must be made immediately or within 8 days. If no claim has been made to the Supplier within one month of perception of the defect or of the time by which it should have been perceived, the Buyer forfeits the right to claim in this respect against the Supplier.

The Supplier is not liable for any defects or damages other than listed in sections 6.1 - 6.3 excluding situations where the Supplier is found guilty of gross negligence. The Supplier is not liable for defects or damage resulting from incomplete or incorrect information supplied by the Buyer. The Supplier is also not liable if the product is used contrary to instructions. For example, the Supplier is not liable for erroneous transport, storage or methods of use or for changes made without the Supplier's written acceptance or damage caused by other structural factors in the product's use.

The Supplier is not liable for losses in production, for loss of profit or other costs, for loss of income, turn over markets, for interruptions to production or service, for damages that have followed from interruptions of agreements made with outsiders, for other damages that were difficult to foresee or for any indirect expenses

attributable to such causes. The Buyer must give evidence of the injury or damage. The Supplier's liability to compensation in all cases will be limited to 500.000 €.

## 7. Force majeure and undue hardship

The Supplier cannot be held responsible for non-compliance of the contract due to any force majeure. In case of force majeure ICC Force majeure 2020 clause is applied. If conditions change after the contract has been concluded to be such that it would cause undue difficulty to meet the contractual obligations, the ICC Hardship clause 2020 is applied. Should the parties have been unable to agree alternative contractual terms as provided in paragraph 2 of the said Clause, the party invoking this Clause is entitled to terminate the agreement, but cannot request adaptation by the judge or arbitrator without the agreement of the other party.

## 8. Retention of title

Title to the goods will not pass to the Buyer until the purchase price has been received in full by Supplier. Until title has passed the Buyer has no right to assign the assets to a third party, to attach them to other assets or otherwise to dispose of the assets as if the Buyer were the owner. The Buyer will allow the Supplier access at any time to the Buyer's premises to repossess the goods.

## 9. Anti-Corruption

(ICC Anti-Corruption Clause)

Each Party hereby undertakes that, at the date of the entering into force of the Contract, itself, its directors, officers or employees have not offered, promised, given, authorized, solicited or accepted any undue pecuniary or other advantage of any kind (or implied that they will or might do any such thing at any time in the future) in any way connected with the Contract and that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so.

The Parties agree that, at all times in connection with and throughout the course of the Contract and thereafter, they will comply with and that they will take reasonable measures to ensure that their subcontractors, agents or other third parties, subject to their control or determining influence, will comply with Part I of the ICC Rules on Combating Corruption 2011, which is hereby incorporated by reference into the Contract, as if written out in the Contract in full.

If a Party, as a result of the exercise of a contractually-provided audit right, if any, of the other Party's accounting books and financial records, or otherwise, brings evidence that the latter Party has been engaging in material or several repeated breaches of the provisions of Part I of the ICC Rules on Combating Corruption 2011, it will notify the latter Party accordingly and require such Party to take the necessary remedial action in a reasonable time and to inform it about such action. If the latter Party fails to take the necessary remedial action, or if such remedial action is not possible, it may invoke a defence by proving that by the time the evidence of breach(es) had arisen, it had put into place adequate anti-corruption preventive measures, as described in Article 10 of the ICC Rules on Combating Corruption 2011, adapted to its particular circumstances and capable of detecting corruption and of promoting a culture of integrity in its organization. If no remedial action is taken or, as the case may be, the defence is not effectively invoked, the first Party may, at its discretion, either suspend the Contract or terminate it, it being understood that all amounts contractually due at the time of suspension or termination of the Contract will remain payable, as far as permitted by applicable law.

Any entity, whether an arbitral tribunal or other dispute resolution body, rendering a decision in accordance with the dispute resolution provisions of the Contract, shall have the authority to determine the contractual consequences of any alleged non-compliance with this ICC Anti-corruption Clause.

## 10. Settlement of disagreements

Supply of the goods and related offers, order confirmations and contracts will be interpreted according to the law of Finland with the exception of its conflict of law provisions. The application of CISG is hereby expressly excluded. Any disagreements which the parties are unable to solve amicably will be solved by a single arbitrator acting alone in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Tampere, Finland and the language of the arbitration shall be English. Notwithstanding the foregoing Supplier may pursue a civil case for recovery of any monies outstanding.