

Where the Agreement or the Framework Agreement concerns multiple agreed or possible delivery batches, each batch is considered as a separate Agreement. The Buyer is not entitled to cancel undelivered batches due to delays, errors or deficiencies in previous deliveries or otherwise, unless the delays, errors or deficiencies can be considered to materially breach the Agreement and they are attributable to the Seller.

5.3. Delivery specifications

Unless otherwise agreed upon between the Parties, the Buyer shall specify the Products to be delivered in accordance with the Framework Agreement to the Seller in a written notice sent by mail or email no later than eight (8) weeks prior to the preliminary or desired delivery time. The order becomes binding once the Seller confirms the delivery time for each batch separately.

5.4. Price adjustment

Where raw material prices increase after the entry into force of the Agreement or the Framework Agreement, or if the Seller's purchase, production, transport or similar costs materially increase due to exchange rate adjustments or otherwise, the Seller is entitled to adjust its prices to match the changed circumstances. The Buyer is entitled to cancel, without any penalty, the remaining deliveries that are subject to the price increase.

Unless specifically agreed in the Framework Agreement, these General Terms and Conditions of Sale also apply to sales subject to the Framework Agreement. In case of any contradiction between these General Terms and Conditions of Sale set out herein and with the terms of the Framework Agreement, the terms set out in the Framework Agreement shall prevail.

Payment

6.1 The Seller shall invoice the Buyer after the delivery has been completed in accordance with the applicable delivery term. The Buyer shall pay for each delivery no later than on the due date indicated on the invoice. Each Party shall bear its own bank expenses incurred in connection with the payment.

6.2 Prior to the delivery, the Seller has the right to require an acceptable guarantee (e.g. a credit insurance or a letter of credit) for each delivery. The Seller has no obligation to deliver any Products (whether the order has been confirmed or not), if the Buyer fails to provide the Seller with a sufficient credit insurance or a letter of credit by the time and in the form as informed by the Seller. In such case, the Seller may also cease the manufacturing process of any additional Products until the required guarantee has been provided.

6.3 If a payment by the Buyer is delayed, the Seller is entitled to charge from the Buyer the delay interest indicated on the invoice or otherwise agreed upon between the Parties. Unless otherwise agreed upon or indicated in the invoice, the delay interest shall be the delay interest specified pursuant to the Finnish Interest Act. Furthermore, in the event of any default by the Buyer in the payment of any invoices or charges due, the Seller reserves the right to refuse performance of any work and delivery of any Products until due payments are made and the Seller may refuse to accept any new quotations from the Buyer.

6.4 All payments required to be made by the Buyer related to any Agreement or Framework Agreement shall be made without reference to any set off or counterclaim and shall be made free and clear of and without any deduction for or on account of any set off or counterclaim.

Delivery

7.1 The delivery time notified by the Seller is an estimate. Immediately after becoming aware of a delay of the estimated delivery time, the Seller shall notify the Buyer of the delay and the reason for the delay and the estimated new delivery time.



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7.2 The Seller shall make every effort to comply with the estimated delivery time specified in the Seller's order confirmation. If the delivery is not completed at the estimated delivery time and such delay continues for more than three (3) weeks, the Buyer may, as the sole and exclusive remedy for the delay, cancel any separate Agreement in whole or in part. All other claims against the Seller based on the Seller's delay shall be excluded.

7.3. The Seller is entitled to deliver and invoice, and Buyer obligated to receive and pay, ten (10) percent more or less than the number of the Products ordered.

7.4 The Seller will deliver the Products in Koskisen Panel Industry's standard packages. If the Buyer wishes that the Products shall be delivered in any custom or special packages, the Seller may invoice the Buyer for any additional actual cost of such packages.

7.5 If not otherwise agreed between the Parties, the applicable delivery term is CIP Seller's site (Incoterms 2020). The risk of damage or loss of the Products are divided according to the applicable Incoterm.

7.6 Where the Buyer neglects to take over the Products at the agreed time, the Seller is entitled, at its own discretion, to require the Buyer to pay for the delivery and/or to cancel the Agreement with respect to the Products that the Buyer neglected to take into its possession. In either case, the Seller is also entitled to claim for a compensation for the costs incurred to the Seller due to the Buyer's neglect.

7.7 Where the price agreed in the Agreement also covers, in full or in part, the transport costs incurred to the Seller, the Seller is entitled to choose the method of transport.

Title to the Products

8.1 The Seller retains the title to the Products it has delivered until the Buyer has made all the payments related to the delivery, including payments resulting from agreements made at the same time as the present Agreement or afterwards. This provision shall specifically apply to any outstanding balance, which contains all approved outstanding payments.

8.2 The Buyer is entitled to re-sell the Products in the course of its normal commercial operations, but may not pledge the Products or use them as collateral. The Buyer may only sell the Products in compliance with the retention of title clause. Under the clause, the Buyer agrees to transfer to the Seller any sums related to the sale of the Products subject to the title retention clause that the Buyer's customers owe to the Buyer.

8.3 Any processing, and possible machining, of the Products subject to the title retention clause that the Buyer has agreed to perform shall be carried out by the Seller. Where the Products subject to the title retention clause are machined or mixed or combined with products other than those of the Seller, the Seller is entitled to a share of the title of ownership of the resulting new products, determined on the basis of the difference between the value of the other Products subject to the title retention clause and the value of similarly machined, mixed or combined products at the time of the processing. Where the Buyer has the exclusive title to the resultant new products, the Buyer shall transfer the exclusive title to the new products to the Seller and protect the new products on behalf of the Seller free of charge.

8.4 Where the Products subject to the title retention clause are sold to a third party unprocessed or after being machined or mixed or combined with products owned by the Buyer, the Buyer shall transfer all the proceeds from the re-sale to the Seller. Where the Buyer sells the Products subject to the title retention clause to a third party after they have been machined or mixed or combined with products not belonging to the Buyer, the Buyer shall transfer a share of the proceeds from the re-sale to the Seller, the amount of which shall be at most the value of the Products subject to the title retention clause. The Buyer is entitled to collect any related receivables pursuant to the conditions applied to the transfer. This shall not affect the Seller's right to collect the receivables itself; however, the Seller commits to



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refrain from doing so, provided that the Buyer meets its payment and other obligations as required. The Seller may at any time require the Buyer to provide the Seller with information about any transferred receivables and the related debtors, other necessary information about the collection of the receivables, and all the relevant documents, as well as to inform the debtors of the transfer of their receivables.

8.5 Where a third party confiscates the Products subject to the title retention clause that are in the possession of the Buyer, the Buyer shall inform the competent authorities of the title retention clause and immediately notify the Seller of the confiscation. Where the Products subject to the title retention clause that are in the possession of the Buyer's customers are confiscated, the Buyer shall, at its own cost and expense, take the necessary measures to have the confiscation decision annulled.

8.6 In connection with a possible suspension of payments or requesting the opening of insolvency proceedings, the Buyer shall separate the Products subject to the title retention clause from the other assets and keep those Products in its own possession.

8.7 The Seller is obligated to release the title to the Products at the request of the Buyer, insofar as the realizable value of the title exceeds the pledged receivables by 20 percent.

Warranty

9.1 The Seller warrants that all the Products as delivered to the Buyer pursuant to these General Terms and Conditions of Sale shall in all material aspects (i) subject to Section 2, meet the specifications for such Products specified in the Agreement or in some other written document provided by the Seller in connection with the sale in question (ii) comply with the relevant provisions of Finnish law and regulatory requirements in Finland valid at the time of the delivery ('Warranty'). The Buyer assumes all risk and liability arising from conversion of the Products, including use of the Products in combination with other substances or material.

9.2 The Warranty set forth in Section 9.1 is exclusive and is in lieu of all other warranties, whether written or oral, implied or statutory, including any warranty with respect to hidden defects, merchantability or fitness for an intended purpose or a particular use (unless the Seller provides a written declaration of suitability).

9.3 The Seller assumes no liability with respect to any Product if:

- (i) the Products are used or processed after the discovery of the defect;
- (ii) the Products have been stored in violation of the instructions by the Seller related to the use of the Products;
- (iii) the breach occurs as a result of the Buyer's or third party's negligence regarding due care of the Products (such as chemical exposure or moisture); or
- (iv) the breach is caused by installation that does not comply with recommended installation procedures.

9.4 The Seller makes no warranty or guarantee that the use, re-sale or other handling of the Product does not infringe any third-party rights related to patents, trademarks, or other industrial property, and the Seller is not obligated to compensate the Buyer for any damage or loss incurred due to possible infringements.

Inspection and complaints

10.1 The Buyer shall promptly, after it has received the Products, inspect the Products and notify the Seller in writing of any defects in the Products or delivery that the Buyer has observed during the reception of the Products.



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10.2 Where the defect has occurred during the transport of the Products, the issue shall be recorded in the transport document in connection with the reception of the Products and notified to the Seller in writing.

10.3 The Buyer shall within six (6) months ('Warranty Period') of the receipt of the Products notify the Seller in writing of any defects in the Products that could not have been observed in the inspection performed in connection with the receipt of the Products. However, to invoke this right, the Buyer shall be able to demonstrate the origin of the goods (e.g. with a package note).

10.4 The Buyer shall keep the Products subject to the complaint in a covered storage area at least two (2) weeks after sending the written complaint to the Seller to provide the Seller with a possibility to inspect the Products on-site at the Buyer's premises.

10.5 The Buyer shall send A4-sized samples of the Products subject to the complaint to the Seller by mail immediately after making the written complaint. If sending the samples is not possible, for example, because the Products have already been installed, the Seller shall inspect the Products on-site at the Buyer's premises.

10.6 The Buyer's sole and exclusive remedy for the defected Products is (at the full discretion of the Seller):

- (i) refund of the purchase price of the defected Products;
- (ii) replace the defected Products with new Products;
- (iii) grant discount for the defected Products; or
- (iv) repair of the defected Products, if feasible.

10.7 If the Seller chooses to refund or replace the defective Products, the Seller is free to resell the defected Products, transfer the defected Products elsewhere (at its cost) or require the Buyer to destroy the defected Products at the Seller's cost. The remedy for the destruction costs is subject to the Buyer providing sufficient evidence thereof.

10.8 The Seller is not liable for any indirect or consequential damage or loss, including (without limitation) loss of profits, turnover or goodwill, under these General Terms and Conditions of Sale, any Agreement or Framework Agreement. The Seller's total liability is limited, with respect to each Agreement, to the net sales price of the defected Products (exclusive of taxes and other expenses).

10.9 Any remedy of the Buyer is subject to the Buyer complying with the obligations herein.

Product liability

Subject to Section 10, the Seller is liable for any personal injuries or damage to property, resulting from the Product not complying with the Warranty provided that the Buyer is able to demonstrate that the injury or damage has resulted from the Products not complying with the Warranty.

Force Majeure

12.1 'Force Majeure' refers to any unexpected event beyond the control of either Party, such as the activities of Finnish or foreign authorities, war, labor dispute, extensive military conscription and other difficulties to secure sufficient labor forces, lack of means of transport, lack of raw materials, lack of electricity or energy, delay by a subcontractor, fire, production equipment failure or accident affecting the production facility, shipwreck, difficult ice conditions, epidemic or pandemic and other corresponding events. In case of Force Majeure, the Seller or the Buyer is entitled to postpone the deliveries until the effects of the Force Majeure event have ended. If Force Majeure takes more than two (2) months, each Party is entitled to cancel, in full or in part, all the deliveries that are due during the period in question.



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12.2 Where a delivery must be postponed due to a reason referred to above, this shall not affect the remaining deliveries.

12.3 A Party wishing to exercise its rights referred to above shall immediately notify the other Party of the matter in writing.

12.4 The Parties are not liable for any damage or loss incurred to the other Party from postponing or cancelling deliveries based on Force Majeure.

Confidentiality

13.1 The Parties may not disclose any information received from the other Party ('Confidential Information') to a third party without the consent of the disclosing Party, unless the disclosure is necessary to satisfy obligations under applicable law or use such information to any other purpose than the purpose of the Agreement.

13.2 The Parties may not utilize the Agreement or the other Party in their marketing without the consent of the other Party.

13.3 The obligations under Section 13.1 are valid as long as the Parties are in a business relationship and for five (5) years beyond such date that the business relationship has ceased. The obligation under Section 13.1, however, shall not apply to Confidential Information that (i) was in the receiving Party's possession before the other Party disclosed it; (ii) is or has become public without breaching this non-disclosure obligation, or (iii) the receiving Party has demonstrably received from a third party who holds no confidentiality obligations towards the disclosing Party.

Intellectual property rights

The Seller retains the title to all of its intellectual property rights, and nothing in these General Terms and Conditions of Sale, any Agreement or Framework Agreement will provide the Buyer with a title, license or any other right to the Seller's intellectual property rights.

Dispute settlement

Any dispute, controversy or claim arising out of or relating to these General Terms and Conditions of Sale, any Agreement or Framework 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 number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. The foregoing shall not prevent either Party from seeking for injunctive or other interim relief from any competent court.

Governing law

These General Terms and Conditions of Sale and any Agreement shall be governed by the laws of Finland excluding its choice of law rules and principles.



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