

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

7.2 The Seller shall make every effort to comply with the delivery time specified in the Seller's order confirmation.

7.3 The location where the responsibility for the risk of damage to the products is transferred from the Seller to the Buyer shall be specified pursuant to the relevant term of delivery published by the International Chamber of Commerce (i.e. Incoterms).

7.4 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 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.

7.5 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.

8. Title to the goods

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 products subject to the title retention clause that the Buyer's customers owe to the Buyer.

8.3 Any processing, and possible machining, of products subject to the title retention clause that the Buyer has agreed to perform shall be carried out by the Seller. Where 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 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 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 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 goods 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 goods 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 realisable value of the title exceeds the pledged receivables by 20 percent.

9. Limitation of liability

9.1 Where goods do not comply with the order or the delivery is incomplete, the goods shall be replaced with products of sound quality or the delivery shall be supplemented at the request of the other Party, provided that replacing the products or supplementing the delivery can be arranged without difficulty. The Seller's liability for deficient or incomplete deliveries is limited to what is stated in sections 9.1–9.3. The Seller is not liable for any direct or indirect damage or loss resulting from deficient goods or incomplete deliveries. The Seller's total liability is limited, with respect to each sales contract, to the net sales price (exclusive of taxes and other expenses).

9.2 The Seller makes no guarantee that the goods are fit for a particular purpose, unless it provides a written declaration of the suitability.

9.3 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.

10. Complaints

The Buyer shall immediately, after it has received the goods, notify the Seller in writing of any deficiencies in the goods or delivery that the Buyer has observed, or should have observed if acting with due care, during the reception of the goods.

Where the deficiency has occurred during the transport of the goods, the issue shall be recorded in the transport document in connection with the reception of the goods and notified to the Seller in writing. Where the Buyer neglects these obligations, it shall lose its right to invoke the deficiency.

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

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

The Buyer shall send A4-sized samples of the goods 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



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