

These General Terms of Delivery (hereinafter “*Terms*”) shall apply between Temet Oy (hereinafter “*Temet*”) and its client (hereinafter “*Client*”) to the delivery and installation of products manufactured by Temet, the resale of products manufactured by others than Temet as well as to other services provided by Temet (hereinafter “*Delivery*”). Client and Temet are hereinafter individually referred to as the “*Party*” and collectively as the “*Parties*”.

## **1. QUOTATION AND CONCLUSION OF AGREEMENT**

### **1.1. Quotation**

A quotation issued by Temet shall be valid as stated in the quotation. If the date of expiry is not specified, the quotation shall be valid fourteen (14) days from the date of issue. The price specified in the quotation by Temet is based on the documents and information included in Client’s request for quotation or otherwise provided by Client to Temet before issuing the quotation (hereinafter “*Initial Information*”). Temet reserves the right to revise the content, price and other terms of the quotation if Client’s order does not correspond to the Initial Information.

### **1.2. Conclusion of Agreement**

If Temet has issued a quotation to Client, an agreement regarding Delivery shall be deemed concluded between the Parties when Client has accepted the quotation in writing or when the Parties have signed a separate agreement.

If Temet has not given a separate quotation to Client, a binding Delivery agreement between the Parties is concluded when Temet confirms Client’s order in writing.

After concluding the agreement, the Client has a right to cancel the Delivery in whole or in part only with Temet’s consent and provided that Client compensates all expenses caused by the cancellation to Temet.

## **2. PRICE, INVOICING AND TERMS OF PAYMENT**

### **2.1. Price**

The prices stated in Temet’s quotation, order confirmation, price lists, on its website or otherwise are exclusive of value added tax (VAT) and other possible public fees, unless otherwise explicitly specified. VAT and public fees valid from time to time shall be added to the

prices. Transportation of the products is not included in Temet’s prices. The Parties shall always agree separately on the transportation. However, ordinary protection and packaging of the products during transportation are included in the prices as designated by Temet.

Client is responsible of all costs relating to specific packaging or protection of products or transportation, required by the Client.

### **2.2. Invoicing and Terms of Payment**

Client shall pay its invoices to Temet in accordance with the payment terms stated therein. In case of a delayed payment, Client shall pay interest for the delayed payment in accordance with the Finnish Interest Act (633/1982, as amended), however, the interest rate shall be at least eight and a half percent (8,5%). In addition, Client shall also compensate possible debt collection costs accrued to Temet. In case of a delayed payment, Temet has the right to suspend the Delivery, including the manufacturing of the products related thereto, without any liability for damages or other consequences.

If Client does not present its complaints regarding the invoice at the latest within fourteen (14) days from the date of the invoice Client shall forfeit its right to make claims against Temet regarding the invoice.

### **2.3. Advance Payment**

Temet has the right to demand advance payment from Client. If Temet has demanded advance payment, Temet is not obliged to begin the Delivery, including the manufacturing of the products related thereto, before Client has paid the advance payment in full.

## **3. GENERAL OBLIGATIONS OF THE CLIENT**

### **3.1. Liability for Information**

Client shall be responsible for planning, dimensioning, choice of material and equipment of the shelter or other project unless Client has ordered such plans from Temet.

Client shall always provide accurate and sufficient information to Temet free of charge and in a timely manner so that Temet can fulfill the Delivery as agreed. The information must be provided in writing and/or electronically in a form requested by Temet and in compliance with

applicable laws, regulations and orders by public authorities.

Client shall be liable for the accuracy and completeness of Initial Information and other documents or information provided to Temet. Client may not make claim of defective or delayed Delivery if such defect or delay is caused by incorrect or incomplete Initial Information or other documents or information provided by Client to Temet.

If there are inconsistencies between the Initial Information, other documents or information provided to Temet by Client and the final plans regarding the shelter or other project, Temet has the right not to begin the fulfillment of the Delivery, including the manufacturing of the products related thereto, until the Parties have agreed on the effects of the inconsistencies on Temet's obligations.

### **3.2. *Obligation to Co-operate***

Client shall to the best of its ability co-operate with Temet to ensure the fulfillment of the Delivery as agreed.

Further, Client shall require good and flexible cooperation from all its suppliers and contracting parties involved in the planning or execution of the shelter or other projects to enable Temet to fulfill the Delivery as agreed.

In case Client becomes aware of a circumstance which may affect the fulfillment of the Delivery as agreed, it shall notify Temet in writing without delay.

### **3.3. *Changes***

If Client requires any changes to the Delivery after Temet has begun the fulfillment of the Delivery, including the manufacturing of the products related thereto, and if Temet accepts these changes, Client is obliged to compensate all the expenses and damages caused by such changes to Temet. The Parties shall also agree on the effects on the schedule of the Delivery caused by the changes. Temet shall always be entitled to extend the agreed schedule to the extent required by the changes.

### **3.4. *Delivery Inspection***

If Client collects the products related to the Delivery, Client shall without delay inspect that the quantity and type of the products correspond to what was agreed and that the products are externally undamaged when they are made available to Client in Temet's warehouse or other

place designated by Temet. If the quantity or type of the products do not correspond to what was agreed or if there is an externally noticeable defect in the products, Client shall notify Temet without delay and at the latest within fourteen (14) days from the inspection.

If the Parties have agreed on the transportation of the products as part of the Delivery, Client shall inspect that the packages of the products are undamaged and that the quantity of the products is in accordance with the packaging list immediately when the carrier hands the products over to Client. Damages in transit and other defects shall be notified to the carrier immediately and reported in the delivery receipt. All damages and defects must also be notified to Temet without delay and at the latest within fourteen (14) days after the products were handed over to Client.

### **3.5. *Inspection Prior to Use***

Client shall inspect the products before using, fixing or installing the products related to Delivery. Client shall, without delay and at the latest within fourteen (14) days from the date of the inspection, notify Temet in writing of any defects or failures detected during the inspection.

### **3.6. *Other Inspections Related to the Delivery***

Client shall inspect other parts of the Delivery as follows:

Client shall inspect Temet's plans and related information without delay after Temet has delivered the plans to Client. If Client observes defects or fault in the plans or in the information presented therein, Client shall notify Temet in writing without delay and at the latest within fourteen (14) days of the handover of the plans from Temet to Client. Client shall inspect the installation included to the Delivery and carried out by Temet without delay after Temet has notified the installation to be completed. In other respects, Client must notify Temet in writing of any defects or fault in the Delivery without delay and at the latest within fourteen (14) days after Temet has fulfilled the Delivery.

### **3.7. *Consequences of Failure to Inspect***

In case Client fails to conduct an inspection referred to in Sections 3.4, 3.5 or 3.6 carefully and to the extent and in accordance with customary industry practices and fails to notify Temet of the defect or fault in accordance with

the aforementioned Sections, Client shall forfeit its right to make claims due to defect or fault.

#### **4. OBLIGATIONS OF TEMET**

##### **4.1. Date of Delivery**

Temet shall, in the quotation or order confirmation, notify Client of the estimated date on which the products included in the Delivery will be ready for delivery or collection in Temet's warehouse or in other place designated by Temet. Temet shall notify Client in writing of the date on which the products included in the Delivery shall be ready for delivery or collection in Temet's warehouse or in other place designated by Temet at the latest seven (7) days before the said date.

In regards of any other performance other than the product as part of the Delivery the Parties shall agree on the date, place and method of the delivery in writing.

Temet has the right to deviate from the notified or agreed date of delivery or time of collection without any liability for compensation, liquidated damages or compensation for delay or other consequences in case the delay is caused by:

1. delay or default, independent from Temet, in the delivery of a raw material, part or component which is needed in the Delivery or default or delay in the delivery of a supplier;
2. a matter which falls under the responsibility of Client; or
3. other act or event independent from Temet, beyond its reasonable control and of which Temet has not been aware of at the time of the conclusion of the agreement.

After becoming aware of the delay, Temet shall immediately notify Client of the estimated new date of delivery or delivery schedule.

##### **4.2. Delivery Terms and Hand Over of Products**

In the event the Parties have not agreed in writing that the transportation of the products is included in the Delivery, Client shall collect the products from Temet's warehouse or other place designated by Temet at a time specified by Temet according to Section 4.1. Hereby Temet has delivered the products to Client when the products are made available to Client in Temet's warehouse or other place designated by Temet. If

the Delivery has been agreed upon by the Parties, the delivery term CPT (Incoterms 2020) shall apply to the deliveries of the products included in the Delivery unless the Parties have agreed on other terms of delivery in writing. The date of the Delivery is determined according to paragraph 4.1.

##### **4.3. Temet's Liability and Repair of a Defect or Failure**

Temet shall be responsible for its Delivery being compatible with what was agreed. When the Delivery takes place in Finland, Temet shall be responsible for the Delivery complying with the Finnish laws, regulations and orders by public authorities. When the Delivery takes place outside of Finland, Client shall be responsible for informing Temet of the laws, regulations and orders by public authorities of the country of delivery, which the Delivery must comply with. Client must provide such information to Temet as part of Initial Information or otherwise in writing and/or electronically in the form requested by Temet in a manner that Temet is able to fulfill the Delivery in compliance with such laws, regulation and orders by public authorities.

Temet shall be responsible for the quality and other features of the Delivery only in accordance with the information provided in these Terms and separately agreed on between the Parties in the agreement or information explicitly provided by Temet in writing for the Delivery in question.

After having been notified of the defects or failures Temet shall at its own cost and at its own discretion either:

1. repair the defect or fault either in the delivery destination or on its own premises (if Temet chooses to repair the defect or fault on its own premises, Temet will bear the costs of transport to the premises of Temet and back to the delivery destination including any insurance necessary for such transport of that part of the Delivery);
2. have the defect or fault repaired by a third party;
3. renew the fulfillment of the Delivery either entirely or partially (e.g. by delivering a replacement product, part or plan); or

4. refund the purchase price to the amount which is equivalent with the defect or fault.

Temet's liability shall be limited to performing the aforementioned actions. If Temet fails to repair the defect or fault in the meaning of this Section 4.3 and it causes damage to Client, Client shall be entitled to compensation for damages in accordance with Section 5.

Temet shall not be liable for defects or faults resulting from:

1. normal wear and tear of the products;
2. incorrect use, transportation, storage, maintenance or installation of the products;
3. use of the products, plans or other performance by Temet for any other purpose than their intended purpose or condition of use or other external factor which does not fall under normal purpose or conditions of use of the product, plan or other performance by Temet;
4. failure to comply with terms of use, maintenance or warranty or other instructions provided by Temet;
5. incorrect or insufficient Initial Information or other incorrect or insufficient documentation or information provided by Client;
6. the structure, onto which the products have been fixed, not being designed or constructed in compliance with applicable laws, regulations and orders by public authorities or good construction or installation methods and practices;
7. negligence or carelessness of Client or other factor falling under the responsibility of Client (e.g. act of Client's own supplier or contracting party); or
8. the Delivery has been subjected to fire, lightning or other natural disasters or accidents, or the Delivery has been used in combat, combat conditions, military or security operations or military or army operations or the Delivery is subjected to chemical attack, explosions or other similar attack or chemical leak, or oil, gas or other similar leak; or

9. a change in an applicable law, regulation or order by public authority.

In addition to the foregoing, Temet shall have no liability for the defects or failures of the product if the product labels or serial number of the product have been altered or removed.

#### **4.4. Temet's Liability Period**

Temet shall be liable for defects in the Delivery within the scope of Section 4.3 for a period of 26 months from the date of delivery. For the products included in the Delivery, the date of delivery shall mean the date on which a product was made available to Client in accordance with Section 4.2. For the plans included in the Delivery, the delivery date shall mean the date on which the plans were handed over to Client by Temet. For the installation included in the Delivery, the date of delivery shall mean the date on which Temet notified that the installation is completed. For any other performance included in the Delivery the delivery date shall be the date on which Temet handed over the service or other performance to Client.

Notwithstanding the foregoing, Temet's liability for any defect of the Delivery shall immediately cease if the Delivery has been subjected to fire, lightning or other natural disasters or accidents, or the Delivery has been used in combat, combat conditions, military or security operations or military or army operations or the Delivery is subjected to chemical attack, explosions or other similar attack or chemical leak, or oil, gas or other similar leak.

Client shall notify Temet of any detected defect or fault in the Delivery in writing without delay and at the latest within fourteen (14) days after detecting the defect or fault or after Client should have detected it and at the latest within the aforementioned liability period. The notification shall specify the defect or fault and the grounds on which Client considers those to be Temet's responsibility.

Client is not entitled to claim a defect or fault in the Delivery in case Client has neglected to submit a written notice within the meaning of Sections 3.4, 3.5, 3.6 or 4.4.

A repair of a defect or fault in accordance with Section 4.3 shall not extend the liability period beyond the original liability period.

Temet shall be liable for defects or faults in the Delivery detected by Client after the

aforementioned liability period only if Client proves that the defect or fault resulted from Temet's intentional act or gross negligence in fulfilling the Delivery and that it has been beyond Client's reasonable control to detect the defect or fault within the aforementioned liability period. This liability shall remain in force maximum of ten (10) years from the date of delivery. No liability shall apply to plans provided by Temet, which have not been executed within reasonable time after such plans have been received by Client.

**4.5. Products Distributed by Temet**

Regardless of what is otherwise stated in these Terms, Temet's liability of defects and faults of products it has not manufactured, shall be limited to liability for defects or warranty issued by the manufacturer of the products. Instead of Sections 4.3 and 4.4, the terms of warranty and liability for defects issued by the manufacturer shall apply to these products. Regardless of aforementioned, Client shall notify Temet in writing without delay of detected defect or fault in the Delivery. The notification shall specify the defect or fault and the grounds on which Client considers such defect or fault to fall under the liability for defects or warranty of the manufacturer.

**4.6. Delay**

In the event of delay of the Delivery for reasons attributable to Temet resulting in Client suffering verifiable damage due to such delay, Client is entitled to compensation amounting to 0.25 % of the purchase price (exclusive of VAT and public fees) of the delayed products for each full week of delay, however only to a maximum total of ten (10) weeks.

Client shall not be entitled to any other compensation or liquidated damages for delay.

Compensation or liquidated damages for delay shall not be paid unless Client submits a written notice including a claim for compensation due to delay to Temet within thirty (30) days from the date on which the Delivery should have taken place.

In the event that Temet's Delivery is delayed for a reason outside the control of Temet due to a fault in or a delay of a raw material, part, component, supplier or service provider that is required in fulfilling the Delivery, Client has no right to any compensations for delay or

liquidated damages or any other compensation due to such delay.

**4.7. Delay Caused by Client**

In the event that the Delivery is delayed, rescheduled or cancelled for reasons attributable to Client, Temet is entitled to a compensation from the client for a sum that is equal to the amount which Temet could have invoiced Client according to the originally agreed payment terms and delivery schedule if the delay, rescheduling or cancellation would not have taken place.

In the event that the Delivery is delayed, rescheduled or cancelled for reasons attributable to Client or if Client does not collect the products within the time limit set out in Section 4.2, Temet shall store the products that are part of the Delivery at Client's risk and cost. If the aforementioned delay, rescheduling, cancellation or Client's failure to collect the products lasts over sixty (60) days, Temet is entitled to cancel such parts of the agreement that are undelivered or unfulfilled due to reasons attributable to Client.

In addition to what is stated earlier in this Section 4.7, Client shall also compensate to Temet all other expenses and damages caused to Temet due to delay, rescheduling or cancellation of the Delivery attributable to Client.

**4.8. Payment of the Purchase Price**

If Client makes claim of defect in the Delivery or an error in the invoice and refuses to pay the purchase price, Client shall, however, be obliged to pay the part of the purchase price corresponding to the part of the Delivery free of defect as agreed.

**5. DAMAGES AND LIMITATION OF LIABILITY**

If Temet breaches these Terms or the agreement between the Parties and Client verifiably suffers direct damage as a result, Temet's liability shall always be limited to the purchase price of the Delivery in question (exclusive of VAT and public fees).

Temet shall not, in any case, be liable for any indirect damage suffered by Client, such as loss of production, profits or turnover, loss of sales or market shares, interruption of production or service or for any other equivalent damage.

If Temet is obliged to pay liquidated damages or compensation for delay, Client shall not be

entitled to any other compensation for damages based on the same breach.

These limitations of liability shall not be applied to damages that Temet has caused intentionally or by gross negligence.

## **6. OWNERSHIP AND LIABILITY FOR RISK**

### **6.1. Ownership**

Temet retains title and ownership to the products delivered to Client until the purchase price is fully paid to Temet.

If Client has not paid the purchase price after the due date, despite of a written payment reminder, or if Temet has justifiable reasons to question the solvency of Client and Client is, regardless of the request, unable to provide Temet with a guarantee approved by Temet, Temet is entitled to prohibit the use, fixing or installation of the products, and to repossess the unpaid products delivered to Client at Client's expense.

### **6.2. Liability for Risk**

Liability for risk regarding the purchased products shall pass to Client when the products are made available to Client at Temet's warehouse or in other place designated by Temet if Client collects the products. If the Parties have a written agreement regarding the transportation, the liability of risk shall pass to Client according to the applicable terms of delivery.

In the event that the products have not been released for delivery for reasons attributable to the Client, the liability for risk shall pass to Client when Temet has fulfilled its obligations regarding the Delivery in accordance with the agreement. In such case Client is responsible for insuring the products.

Storing the products in Temet's facilities or in a location otherwise arranged by Temet requires a written agreement between the Parties.

## **7. DISPUTE RESOLUTION**

The Terms, deliveries made by Temet and the quotations, order confirmations and agreements related thereto shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions. The Convention on Contracts for the International Sale of Goods (CISG) is not applied.

All disputes arising from or in connection with the Terms, deliveries by Temet and related quotations, order confirmations and agreements

which the Parties are unable to resolve by negotiations, shall be finally settled by arbitration in accordance with the rules of Arbitration Institute of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of the arbitration shall be Helsinki and the language used in the proceedings shall be Finnish. Notwithstanding the aforementioned, Temet shall have the right to submit a claim for precautionary measures, injunction or other equivalent measures or a claim for payment to the District Court of Temet's or Client's domicile or to any other court of jurisdiction.

## **8. OTHER PROVISIONS**

### **8.1. Securities**

Temet shall not lodge any security for the delivery or warranty period, unless otherwise agreed in writing between the Parties.

### **8.2. Subcontractors**

Temet has the right to use subcontractors of its choice in the fulfillment of the Delivery. Temet is liable for the performance of its subcontractors as of its own.

### **8.3. Non-disclosure**

Both Parties shall undertake not to disclose to third parties commercial and professional information relating to the business of the other Party, other information regarding the other Party received while co-operating based on these Terms and information the other Party has explicitly declared confidential or proprietary. However, Temet has the right to disclose Initial Information or other aforementioned information of Client to third parties, if disclosing the information is necessary for the fulfillment of Temet's obligations or privileges or if Temet is obliged to disclose such information based on a law, regulation or order by public authority.

### **8.4. Force Majeure**

Neither one of the Parties shall be obliged to fulfill the agreement if a situation of force majeure is at hand. All acts or events occurred after the conclusion of the agreement, which are independent from the Party faced with force majeure and beyond its reasonable control and which the Party cannot reasonably prevent, or render shall be considered as force majeure.

The Party must notify the other Party of the beginning and the end of force majeure without delay. In the event that the situation of force

majeure lasts for more than sixty (60) days, both Parties shall have the right to terminate the agreement with a written notification to the other Party in case of which Client shall pay to Temet all the expenses caused to Temet before the termination of the agreement.

A situation in which a subcontractor faces a force majeure which fulfills the criteria set in this Section 8.4, is also considered a force majeure for Temet.

**8.5. Application of Terms**

These Terms shall be applied to Temet's deliveries, quotations and order confirmations related thereto and agreements unless explicitly otherwise agreed in writing. Client's own general terms, other terms of agreement or other general

terms shall not be applied unless explicitly otherwise agreed in writing.

In the event that there are terms in the quotation, order confirmation or agreement which are incompatible with the Terms, the terms in the quotation, order confirmation or agreement shall be applied.

**8.6. Copyright and the use and transfer of materials**

Temet reserves all copyrights and related rights to the materials it has drafted relating to the Delivery. These include, for example, all drawings and plans regarding the Delivery. Client has a right to use such materials drafted by Temet only in accordance with the purpose and the object of the Delivery. Client does not have the right to transfer these materials to any third parties.