

## Onninen Oy's General Terms of Sale as of 1 January 2023

*These terms and conditions shall replace Onninen Oy's General Terms of Sale dated 1 April 2022*

### 1. GENERAL

#### 1.1. Scope of Application

Onninen Oy's (hereinafter "Onninen") general terms and conditions of sale, delivery and warranty (hereinafter the "Terms of Sale") shall apply to orders placed by Onninen Oy's customer (hereinafter the "Purchaser") with Onninen Oy, or with a company belonging to the same corporate group, as designated by Onninen Oy (hereinafter the "Seller") as well as to the deliveries of products by the Seller in Finland on the basis of an order. The Purchaser and the Seller are later referred to together as "Parties" and individually as "Party". These Terms of Sale shall remain in force until further notice. Onninen shall have the right to update these Terms of Sale, and the updated Terms of Sale shall be applicable to any orders placed after their entry into force. The valid Terms of Sale are available from the Onninen website at [www.onninen.fi](http://www.onninen.fi). In addition, orders placed through the Onninen online store are subject to the Terms of Use of the Onninen online store.

#### 1.2. Purchasers

Purchasers must have a cash or credit customer account with Onninen. If the sum of an offer exceeds the Purchaser's credit limit, the terms of credit must be agreed upon separately. Customer accounts and their use shall be subject to the terms and conditions for customer accounts.

### 2. OFFER, ACCEPTANCE AND PRICE

#### 2.1. Validity of Offers

An offer made by the Seller shall be in force for the time period indicated in the offer, subject to availability. If no term of validity is indicated, the offer shall remain in force for 30 days as of the date of the offer. The Seller is entitled to withdraw from the offer if the availability of products has deteriorated or prices change significantly after the offer has been made.

#### 2.2. Conclusion of Agreement

In an offer-based sale, an agreement is concluded once the Purchaser has stated its acceptance of the Seller's offer. In the case of sales not based on an offer, an agreement is concluded once the Seller has confirmed the order or delivered the product.

#### 2.3. Prices

In the case of products in stock, pricing shall be based on the Seller's prices (excl. tax) valid on the day of the order, or prices separately agreed by the Parties. In the case of other products, pricing shall be agreed separately in each case. Value added tax shall be added to the prices in accordance with valid legislation.

#### 2.4. Price Changes

The Seller shall have the right to revise prices after the conclusion of an agreement if exchange rates with a direct impact on import prices, prices of raw materials, import fees or other costs, fees, taxes or tax-like payments beyond the control of the Seller change prior to the date of delivery, and said change has a direct impact on the price of the products covered by the agreement, or on the costs of their delivery. In the case of foreign products, the price shall be tied to the exchange rate stated by the Seller in the offer or in the order confirmation, or, otherwise, to the European Central Bank exchange rate valid on the day of issuing the offer.

### 3. TITLE AND LIABILITY FOR RISK

Title to products shall transfer to the Purchaser when the entire purchase price, including any penalty interest and service fees pertaining to the products has been paid. Liability for risk concerning products shall pass to the Purchaser once the products have been handed over to the Purchaser or to a freight carrier, unless otherwise provided in the terms of delivery.

### 4. DELIVERY OF THE PRODUCT

#### 4.1. Delivery Time

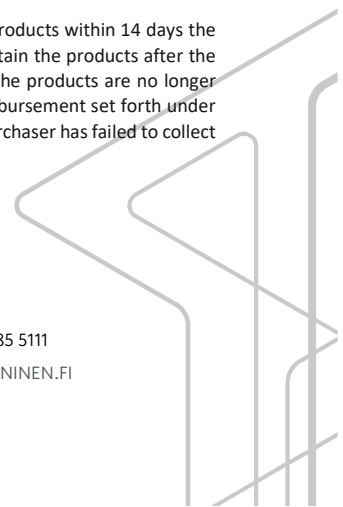
Unless otherwise agreed, the delivery time shall be deemed to commence at the latest of the following: a) date of entry into force of the agreement, b) when the Seller receives a notice of permission in the case of transactions requiring permission from the authorities, c) when an agreed security has been issued or advance payment made, or d) when the Purchaser has provided the Seller with all information necessary for the delivery.

#### 4.2. Delivery Terms

In domestic trade, the seller organises delivery of the products on behalf of the purchaser to the destination indicated by the purchaser, unless otherwise agreed. The costs of delivery will be charged to the purchaser in accordance with the seller's price list. In the event that unloading the products requires lifting equipment deviating from the customary, the Purchaser must arrange for this at its own expense. However, the INCOTERMS 2020 delivery term clauses in force at the time shall be applied in direct factory deliveries from international manufacturers and other operators. Unless otherwise agreed, the term of delivery shall in such cases be EXW (ex works) the warehouse of the delivering factory.

#### 4.3. Collection of Products

If the Parties have agreed upon the collection of the products, the Purchaser shall be obliged to collect the ordered products within 14 days the products being available for collection by the Purchaser as notified by the Seller. The Seller shall not be obliged to retain the products after the aforementioned collection period. If the Purchaser attempts to collect the products after the collection period and the products are no longer available, the Seller shall have the right to return the sales price paid for the products to the Purchaser, less the reimbursement set forth under Clause 6.5 (Returning of Products) below. Furthermore, the Seller shall always have the right to cancel the sale if the Purchaser has failed to collect the products within 14 days of being requested to do so by the Seller.



**4.4. Packaging and Material Certificates**

Prices do not include packaging costs of the products. The packaging and protection costs of the products shall be charged to the Purchaser in accordance with the valid price list. A fee for material certificates concerning batches of products delivered from a warehouse shall be charged in accordance with the seller's separate service price list. A fee for material certificates concerning factory deliveries shall be charged in accordance with the factory's tariffs.

**4.5. Freight**

Freight shall be charged in accordance with the grounds for charge for freight items described in the seller's separate price list.

**4.6. Insurance**

Unless otherwise agreed in writing in advance by the Parties, the Seller shall be responsible for insuring the deliveries on the Purchaser's behalf. An insurance charge in accordance with the price list shall be charged to the Purchaser on the invoice for the products.

**4.7. Delays**

The Seller and the Purchaser shall inform the other party promptly in the event that they will be delayed in fulfilling their performance obligations. The cause of the delay and the new delivery time must be provided at the same time. In the event of a delay, the Purchaser shall not have the right to demand delivery if the circumstances have changed in a manner that materially changes the relationship between the originally agreed performance obligations. If the Purchaser does not make a complaint about the new delivery time notified by the Seller within seven (7) working days of receiving the notification, the Purchaser shall forfeit its right to rescind the agreement under clause 5. If the delay is due to the Seller's negligence, and provided that the Parties had agreed upon a binding delivery time, the Purchaser shall have the right to compensation on the basis of the delay for any direct damage incurred by it. The amount of the compensation shall not exceed 0.5% of the value of the delayed products (VAT 0%) per each full week following the delivery date. Notwithstanding the above, the compensation shall not exceed 7.5% of the value of the delayed products (VAT 0%). A claim for damages shall be presented within seven (7) working days of the actual delivery date of the products. If the Seller has only indicated an estimated delivery time, the Seller shall endeavour to deliver the products in accordance with the estimate it has provided, but in such circumstances the Seller shall not be liable for the delivery occurring in accordance with the estimated delivery time. The Seller shall also not be liable for any delay that is attributable to the Seller's supplier.

**5. PRODUCTS, DEFECTS AND WARRANTY; LIMITATION OF LIABILITY****5.1. Product Information and Technical Documentation**

The general product information and technical documentation available in relation to the products (including any installation, operation and maintenance instructions) shall be available to the Purchaser in the Seller's online store. The Seller shall provide said product information concerning the products covered by the agreement in writing only at the Purchaser's separate request. The provision of other product information or of any technical documents related to a product shall be separately agreed upon between the Parties. All rights to the provided technical documentation such as illustrations, drawings, calculations and other documents shall belong to the Seller or its contractors and the Purchaser undertakes to refrain from reproducing them and to use them solely for the purpose of processing an offer, carrying out a delivery or using the products in accordance with their intended purpose.

**5.2. Product Characteristics**

At the time of delivery, products must comply with the requirements of all valid laws and regulations. If such laws and regulations change after the Seller has made its offer, the agreement shall be amended if the change impacts costs, delivery time or other contractual circumstances. The Seller shall be liable for the quality and other characteristics of the products only in accordance with the information set forth in the agreement. The Purchaser shall be liable to the Seller for the correctness of the information it has provided to the Seller regarding the intended purpose of the products and delivery. If the Purchaser transfers the products in a consumer sale or as part of consumer service, the Purchaser shall be solely liable for compliance with the provisions of consumer legislation.

**5.3. Quality Assurance**

If necessary, the Seller shall to the extent possible advance the Purchaser's ability to obtain information regarding the manufacturers' quality assurance regarding the products procured by the Purchaser.

**5.4. Handover, Installation and Commissioning Inspection**

When accepting the product, the Purchaser or its representative must establish that the delivery corresponds to the number of parcels recorded in the bill of lading and that it has not been damaged on the outside. The freight carrier must be immediately notified of any damage incurred in transit or any deficiency detected when accepting the product and a record of the damage or deficiency must be made in the bill of lading, and an appropriate complaint must be delivered to the Seller. A damaged product does not entitle the Purchaser to refuse to accept the product, but obliges the Purchaser to complain to the freight carrier and the Seller in the manner described above. A complaint regarding the delivery and the product must be made to the Seller within seven (7) working days of the Purchaser having received the product or, if the nature of the defect is such that it cannot be detected when the product was received, within fourteen (14) working days of the detection of the defect in the product. If the Purchaser has stipulated in a separate written agreement that the delivery shall not be insured on behalf of the Purchaser, the Purchaser is personally responsible for taking out insurance on the delivery and must contact the freight carrier directly with regard to any complaints. When installing the product, the Purchaser or installer used by the Purchaser must conduct a standard-procedure installation and operation inspection of the goods prior to installing or affixing them, and ensure that the installed goods are free of any defects and function as intended and that the goods are suitable for their intended purpose.

**5.5. Warranty****5.5.1. General**

The sold product has a warranty and a warranty period in accordance with the terms and conditions of its manufacturer. The Seller shall not grant a more extensive or longer warranty than that granted by the manufacturer, unless otherwise agreed in writing. The Seller shall be liable for any material and manufacturing defects found in the product at the time of delivery, in accordance with these Terms of Sale. The warranty granted by the manufacturer of the product serves to limit the Seller's liability for defects and the Seller's warranty, and the Seller shall not be liable for any defects not covered by the warranty granted by the manufacturer. However, there is no warranty for consumables for which the manufacturer has not granted a separate warranty. If the details of the delivery (price, delivery time, quality and characteristics of the product) have been agreed

directly between the Purchaser and the manufacturer of the product (e.g. project purchase or transit invoicing), the complaint must be directed to the manufacturer of the product, unless the defect is attributable directly to the actions or omissions of the Seller. The warranty of an item shall be in force if the product has been used with due care, in accordance with its intended purpose and terms of use. The Seller shall have the right, at its discretion, to either remedy the defect, deliver a replacement product, or grant a discount on the price of the product.

#### **5.5.2. Limitations of Warranty**

Unless a more extensive liability has been provided in the warranty terms mentioned in section 6.5.1, the Seller shall, in addition to its obligations under clause 5.5.1, only compensate for the transportation costs pertaining to the remedying of the defect. The Seller shall not be obligated to compensate for any other direct or indirect damage. The Seller shall not be liable for any defects caused by the Purchaser's negligence or failure to comply with these Terms of Sale, an installation error, failure to comply with the installation instructions, normal wear and tear, incorrect storage or use, damage caused by any neglect of maintenance measures or from a neglect of the end-user. The Seller shall also not be liable for any defect resulting from compliance with instructions provided by the Purchaser (designs and instructions, raw material, structure, work or manufacturing method). The warranty shall cease to apply immediately if the product is modified without the written permission of the Seller. The Purchaser shall deliver the incorrect or defective product or part to the Seller upon the Seller's request. Unless otherwise stated in the manufacturer's warranty terms, repairing the product or delivering a new product shall not extend the warranty period of the product.

#### **5.5.3. Warranty Claims**

Any claims under the warranty shall be presented to the Seller in writing during the warranty period and within seven (7) working days of discovering a defect falling under the scope of the warranty. In consumer sales carried out by a retailer, a warranty claim must be presented during the warranty period and within two (2) months of discovering a defect covered by the warranty.

#### **5.5.4. Electrical Products Manufactured by or for the Seller**

In relation to Onnline brand electrical products manufactured by or for the Seller, the Seller grants a STUL (Electrical Contractors' Association of Finland) guarantee. The terms and conditions of the STUL guarantee are available from the website of the Electrical Contractors' Association of Finland STUL. This guarantee does not, however, apply to wear-out parts (such as light sources) or consumables or to other products whose normal service life is shorter than the warranty period, unless otherwise separately stated. Light sources, lighting columns and their accessories and pole bases are covered by the normal guarantee.

#### **5.5.5. Other Products**

Other products shall be subject to the warranty terms stated above in these Terms of Sale and the manufacturer shall be liable for the implementation of its warranty terms. The Seller shall not be liable for the implementation of the terms and conditions of the manufacturer's warranty.

#### **5.6. Services Pertaining to Products**

If the Parties have agreed that the Seller provides installation, assembly, pre-treatment or other services related to products, the Seller shall be liable to ensure that the services in question have been carried out diligently and in accordance with the instructions of the manufacturer. The Purchaser shall inspect the conformity of the Seller's services pertaining to the products prior to using the products. Any furnishing or pre-installation works for electrical devices shall be conducted on the Seller's premises and by the Seller, in accordance with the instructions of the manufacturer of the products, the applicable standards and any requirements and instructions of the Purchaser. In the event that a competent authority establishes that the furnishing or pre-installation of the products under the agreement would be deemed to constitute manufacturing of an electrical device, the Parties state for the sake of clarity that the furnishing is carried out as the subcontractor of the Purchaser responsible for the installation of the electrical equipment, or of a contractor designated by the same, and the Purchaser undertakes to ensure that in addition to the hand-over inspection, the products undergo a commissioning inspection required by law prior to connecting them to an electrical network, or prior to using the products, as well as to satisfy any other requirements imposed by law or the authorities. The commissioning inspection must also cover the operation and safety of the components installed in the products, and the results of the inspection must be documented in records in the manner required by law.

#### **5.7. Personal Injury or Property Damage Caused by a Product**

The Seller shall not be liable for any damage caused by a product delivered by the Seller to any movable or immovable property or resulting from such damage. The Seller shall also not be liable for any damage caused by a product delivered by the Seller to a product manufactured by the Purchaser, or a product containing a product manufactured by the Purchaser. The Seller shall be liable for any personal injury and/or property damage caused to a private person by a product delivered by the Seller, provided the Seller is liable for such damage under the Finnish Product Liability Act (694/1990).

#### **5.8. Limitation of Liability**

The Seller shall only be liable for compensating any direct damage incurred by the Purchaser as set forth in these Terms of Sale. The Seller shall not be obligated to compensate for any other direct damage. In all cases, the Seller's liability is limited to the value of the product that is subject to a complaint. The Seller shall not be liable to compensate the Purchaser for any indirect damage.

### **6. PAYMENT OF PURCHASE PRICE, SECURITIES AND RETURNS**

#### **6.1. Payment of Purchase Price**

The Purchaser is obliged to pay the purchase price in accordance with the agreed terms of payment. Unless otherwise has been agreed, the term of payment shall be fourteen (14) days net. The term of payment shall be calculated as of the date of delivery. Payment of the invoice shall be made to the Seller's account, using the reference information given on the invoice. If part of the invoice contains errors, the correct part shall nevertheless be payable by the due date. If the payment of the purchase price or a part thereof is delayed from its due date, the Seller shall have the right, at its discretion, to cancel the sale in its entirety, or the portion of the sale pertaining to product that the Purchaser has not yet received. The Seller shall also have the right to rescind when based on the Purchaser's declaration, or otherwise, it is evident that the Purchaser's payment will be delayed. The Seller may, furthermore, cancel the sale, if the Purchaser fails to co-operate in relation to the transaction in the agreed or otherwise reasonable manner. The Seller shall additionally have the right to rescind all of the sales agreements concluded with the Purchaser if the Purchaser is declared bankrupt, or if the Purchaser otherwise becomes demonstrably insolvent. The Purchaser must pay the invoice in accordance with this agreement, even if the Purchaser disputes the delivery. Purchasers with a cash account may pay for purchases made in the store with the most widely accepted debit and credit cards. Purchasers with a credit account may pay for orders made through the seller's online

store with an invoice or, if they choose, at the time of ordering a product. Purchasers with a credit account may also pay for purchases made in the store with the most widely accepted debit and credit cards. Purchasers with a cash account always pay orders made through the online store at the time of making the order. In the online store, payments can be made with the most widely accepted debit and credit cards. The Seller's payment processor for debit and credit card payments is Nets Oy.

#### **6.2. Penalty Interest and Collection Costs**

In the case of a delay in payment, interest for delay at the rate of sixteen (16) per cent, or interest for delay in accordance with the Finnish Interest Act (633/1982) shall be payable, whichever of the aforementioned interest rates is higher. In addition to the interest for delay, the Seller or its agent shall have the right to charge reasonable collection costs. In the case of a delay in payment, payment shall primarily be deducted from accrued interest and thereafter from any overdue fees, costs and principal, in said order, unless the Seller or its agent states otherwise.

#### **6.3. Paper Invoice and Handling Charge**

The Seller shall have the right to add to the paper invoices to be sent to the Purchaser a paper invoice charge in accordance with its valid price list. Furthermore, the Seller shall be entitled to charge a handling charge in accordance with its valid price list.

#### **6.4. Securities and the Seller's Right to Refrain from Delivering Products**

If depositing a security has been agreed, the security must be deposited before the delivery of products is commenced. The Seller shall also have the right thereafter to demand a security for the payment of the purchase price or an increase of the amount of an existing security if justified grounds exist to assume that the purchase price or a part thereof would remain unpaid. The Seller shall have the right to refrain from delivering products if (i) the Purchaser has not paid the overdue invoices sent to the Purchaser by the Seller in their entirety, (ii) the Purchaser has not deposited the agreed security or the security required by the Seller, or (iii) the Purchaser's credit limit has been exceeded or there is a risk of it being exceeded. The Seller's right to refrain from delivering products shall continue until the aforementioned issues have been remedied. The Seller shall have the right to refrain from delivering products also in the case that the Purchaser's defaults mentioned above pertain to an agreement previously concluded between the Seller and Purchaser. The Purchaser shall not have the right to present any claims for compensation based on such a delay.

#### **6.5. Product Returns**

##### **6.5.1. Goods Sold from Stock**

Returns of products found in the Seller's stock must always be agreed upon in advance with the Seller's representative, and the return must occur immediately after the agreement. The Seller shall not pay any reimbursements without an agreement regarding the returning of the products. The condition for accepting product returns is that the product returned and the packaging are completely free of defects when returned. The Purchaser shall be liable for the return of the product to the warehouse that delivered the product. 25% per cent but not less than EUR thirty (30) (VAT 0%) shall be deducted from the reimbursement value of an approved return to cover handling and other costs. In order to receive reimbursement with regard to a return agreed on with the Seller, reference must be made to the return reference number received from the Seller. Products separately procured for the Purchaser, or products measured or otherwise handled in accordance with the wishes of the Purchaser shall not be accepted as returns.

##### **6.5.2. Factory Sales and Other Direct Deliveries**

Returns of products other than products sold from stock shall be subject to the return being agreed upon with the Seller's representative and the manufacturer of the goods separately approving the return of the products in advance. Any products delivered to the Purchaser directly from the manufacturer shall be returned to the manufacturer. Returns approved by the manufacturer in the manner mentioned above shall be delivered to the manufacturer at the Purchaser's expense, and processed in accordance with the manufacturer's return conditions, and reimbursement to the Purchaser shall occur once the manufacturer has reimbursed the return to the Seller.

### **7. RESCISSION OF AGREEMENT**

#### **7.1. Purchaser's Rescission Right**

If the Seller's delivery materially deviates from what has been agreed, and the defect is not remedied as a result of a written notice submitted by the Purchaser within seven (7) working days of the day the products were received, or new products complying with the agreement delivered, or if the delivery is materially delayed due to the Seller so as to cause unreasonable harm to the Purchaser, and the Seller fails to deliver the products within a reasonable time period of a written complaint made by the Purchaser, the Purchaser shall have the right to rescind that part of the agreement that concerns the defect or delay. If products that are a part of a transaction have been manufactured or procured especially for the Purchaser in accordance with the Purchaser's instructions and wishes, and the Seller is not able to utilise the products to its benefit in other ways without considerable loss, the Purchaser shall have the right to cancel the sale due to the Seller's delay only if the purpose of the sale remains materially unattained by the Purchaser due to the delay. Furthermore, the Purchaser shall be entitled to rescind the agreement if the Seller's delivery is delayed for more than sixty (60) days due to Force Majeure.

#### **7.2. Seller's Rescission Right**

If the payment of the purchase price or a part thereof is delayed from its due date, the Seller or its agent shall have the right, at its discretion, to cancel the sale in its entirety, or the portion of the sale pertaining to product that the Purchaser has not yet received. The Seller shall also have the right to rescind when based on the Purchaser's declaration, or otherwise, it is evident that the Purchaser's payment will be delayed. The Seller may, furthermore, cancel the sale, if the Purchaser fails to co-operate in relation to the transaction in the agreed or otherwise reasonable manner. The Seller shall additionally have the right to rescind all of the sales agreements concluded with the Purchaser if the Purchaser is declared bankrupt, or if the Purchaser otherwise becomes demonstrably insolvent.

#### **7.3. Force Majeure**

The Seller shall not be obliged to fulfil the agreement in the event that a natural disaster, fire, damage to a machine or a comparable malfunction, strike, lock-out, war, mobilisation, pandemic, export or import ban, shortage of transportation equipment, discontinuation of manufacturing, interruption of public transport or energy distribution, or another similar obstacle precludes the fulfilment of the agreement or renders the fulfilment unreasonably difficult. Also, in circumstances where the fulfilment of the agreement would require unreasonable sacrifices compared to the benefit incurred from the same by the Purchaser, the Seller shall not be obliged to fulfil the agreement. The Seller shall not be obliged to

compensate the Purchaser for any indirect or direct damage incurred from any failure to fulfil the agreement, and in such cases the Seller shall also have the right to rescind the agreement.

## **8. MISCELLANEOUS**

### **8.1. Trade sanctions**

The Purchaser declares that the Purchaser, its group or affiliated companies, subcontractors or their respective senior management, shareholders or beneficial owners are not subject to sanctions or penalties imposed by the United Nations, the European Union, the United States or the United Kingdom. In addition, the Purchaser declares that it will comply with all the sanctions and sanctions lists mentioned above. The Purchaser is obliged to notify the Seller promptly if it becomes aware that it has not complied or is unable to comply in the future with the declarations made to the Seller in this clause. If the Purchaser breaches any of the declarations under this clause or it is clear that the buyer will be unable to continue to comply with such declarations, the seller shall have the right to terminate this agreement and waive all of its obligations under the agreement without penalty. The Purchaser is obliged to compensate the seller for any damage caused to the Seller by a breach of the declarations provided for in this clause.

### **8.2. Amendments**

Any amendments to the agreement shall be made or affirmed in writing.

### **8.3. Subcontractors**

The Seller shall have the right to engage subcontractors to fulfil its obligations under the agreement. The Seller shall be liable towards the Purchaser for the performance of its subcontractors as for its own performance.

### **8.4. Confidentiality**

The Purchaser agrees to refrain from disclosing to any third parties the Seller's offer, order confirmation or any other non-public information, materials or other documentation disclosed to the Purchaser by the Seller. The Purchaser's confidentiality obligation shall not pertain to information that (i) is public or becomes public without the Purchaser contributing to the same through its actions or omissions; (ii) was demonstrably in the lawful possession of the Purchaser prior to the disclosure of the information and which information the Purchaser has not obtained directly or indirectly from the Seller; (iii) the Purchaser has demonstrably developed independently, or (iv) the Purchaser is required to disclose under mandatory legislation or by an order of a governmental authority, in which case the Purchaser shall, unless prohibited by law, notify the Seller of the disclosure of the information and of the basis and content of the disclosure.

## **9. GOVERNING LAW AND DISPUTE RESOLUTION**

Agreements between the Seller and Purchaser are governed by the laws of Finland, without regard to its choice of law provisions. Disputes between the Seller and Purchaser shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by three (3) arbitrators. The seat of arbitration will be Helsinki, Finland. Notwithstanding the foregoing, both Parties are entitled to file a claim regarding the collection of an undisputed receivable with the District Court of Helsinki.

To the extent not otherwise agreed under these Terms of Sale, the Technical Traders' General Conditions of Sale 2010 shall be applicable.