

Onninen Oy's Terms and Conditions for Customer Accounts as of 1 January 2020

1. GENERAL

1.1. Scope of Application

These Onninen Oy's (hereinafter "Onninen") Terms and Conditions for Customer Accounts apply to Onninen's customer accounts and their use. Customer accounts may comprise of i) a customer account based on cash transactions (the "Cash Account") where the customer pays its purchases to Onninen by using the general payment or credit cards or of ii) a customer account based on invoiced sales (the "Invoiced Sales Account") where Onninen invoices the sales on the customer account in accordance with the applicable terms and conditions. Customers cannot purchase products from Onninen with an invoice by using the Cash Account, and sections 2 and 3.3 of these terms and conditions concerning the Invoiced Sales Account do not apply to the Cash Account. The Invoiced Sales Account can be used for paying products that have been purchased from Onninen or ordered through the Onnshop online store with an invoice. The Invoiced Sales Account cannot be used for paying other companies' goods or services. In these terms and conditions, the customer is referred to as an Account Holder.

1.2. Relation to Other Terms and Conditions

Onninen's General Terms of Sale apply to orders placed by the Account Holder and, based on orders, to deliveries of goods by Onninen to the Account Holder in Finland. These Terms and Conditions for Customer Accounts do not affect the General Terms of Sale referred to above. In addition, orders placed through the Onnshop online store are subject to the Terms of Use of the online store.

2. INVOICED SALES ACCOUNT

2.1. Opening the Invoiced Sales Account

The Invoiced Sales Account can be applied for by filling out an electronic form at www.onninen.fi (the "Invoiced Sales Account Application"). The Account Holder is responsible for the accuracy of the information it has presented in the Invoiced Sales Account Application, and the Account Holder accepts these terms and conditions by sending the Invoiced Sales Account Application, undertakes to comply with these terms and conditions for opening the Invoiced Sales Account and adheres to Onninen's current Terms and Conditions for Customer Accounts when using the Invoiced Sales Account. Onninen will check the credit information of the Account Holder and, if necessary, of the Account Holder's responsible persons. Upon request, the Account Holder is obliged to submit its recent financial statements to Onninen in order for Onninen to assess the possible credit risk. If Onninen considers that the customer has solvency after it has evaluated the customer's application and checked the customer's credit information, the Invoiced Sales Account will be opened with the invoicing limit defined by Onninen.

2.2. Invoicing Limit

Onninen retains the right to determine the applicable Invoicing Limit on a case-by-case basis. Onninen is entitled to change the Invoicing Limit if necessary. The Account Holder may not exceed the Invoicing Limit granted thereto. Regardless of the Invoicing Limit, the Account Holder is liable for all purchases or orders made with the Invoiced Sales Account. Onninen is not obligated to deliver the products ordered by the Account Holder if the order placed by the Account Holder would exceed the granted Invoicing Limit. In such case, Onninen will notify the Account Holder that its Invoicing Limit will be exceeded and, unless Onninen and the Account Holder otherwise agree, the Account Holder will be entitled to make the purchase in accordance with the General Terms of Sale as a cash transaction or by paying off unpaid receivables to the extent that the Account Holder's balance falls under the granted Invoicing Limit.

2.3. Repayment

In the event that even one of the Account Holder's invoices has fallen due and remains unpaid, or in case the Account Holder undergoes corporate reorganisation proceedings or bankruptcy, or in case the Account Holder is otherwise insolvent, all invoices from Onninen to the Account Holder shall fall due immediately, regardless of the due dates indicated on the invoices, upon Onninen's written demand.

2.4. The Users of the Invoiced Sales Account

All persons authorised to do so by the Account Holder or other persons to whom the Account Holder's customer number has been disclosed are entitled to use the Invoiced Sales Account. Onninen strives to undertake reasonable measures, e.g. by inspecting the identification card of the Account Holder's employee, to ensure that the user is employed by the Account Holder or that they are otherwise entitled to make purchases with the Invoiced Sales Account. Onninen is not, however, obligated to verify the identity of the user of the Invoiced Sales Account if there is no special reason to do so. The Account Holder is obligated to notify Onninen of any changes in the users of its Invoiced Sales Account immediately.

2.5. The Account Holder's Liability for Misuse

The Account Holder is liable for purchases and orders made with the Invoiced Sales Account. The Account Holder is obligated to notify Onninen of any suspected misuse and to notify Onninen immediately of any errors the Account Holder detects e.g. in an order confirmation or invoice. In the event that the Invoiced Sales Account is misused due to the Account Holder's negligence, e.g. a third party has obtained the Account Holder's customer number or Onnshop login identification due to the Account Holder's actions or negligence, the Account Holder is liable for such misuse.

2.6. The Transferral of Receivables

All receivables generated by the use of the Invoiced Sales Account belong to Onninen, which is entitled to assign, pledge or otherwise transfer the receivables and all of its rights and obligations pertaining to the Invoiced Sales Account to a third party. The Account Holder is not entitled to assign or otherwise transfer their rights or obligations pertaining to the Invoiced Sales Account to a third party without Onninen's prior consent.

2.7. Security for the Invoiced Sales Account

Onninen is entitled to request the Account Holder to lodge the security set out in Onninen's applicable credit policy for their obligations arising from the Invoiced Sales Account. In the event that the Account Holder does not lodge such security, Onninen is entitled to refrain from delivering the products purchased or ordered by the Account Holder and to terminate the Invoiced Sales Account with immediate effect. Onninen is entitled to review the amount of security requested from the Account Holder in accordance with its applicable credit policy and the Account Holder's purchase volume or any changes occurring in the Account Holder's organisation.

Onninen Oy

Visiting address	Postal address	Telephone	Facsimile	Registered address	
Työpajankatu 12 00580 Helsinki	P.O. Box 1 00016 Kesko	0204 85 5111	0204 85 5200	c/o Kesko Oyj, Työpajankatu 12, 00580 Helsinki	www.onninen.fi Domicile Helsinki, Business ID 1071207-9

3. TERM AND TERMINATION

3.1. Term

The Invoiced Sales Account is valid from the approval of the Invoiced Sales Account Application until further notice.

3.2. Termination

The notice period is one (1) month. The notice of termination must be given in writing. The Account Holder will be bound by these Terms and Conditions for Customer Accounts until the Account Holder has paid their debt in full. The Account Holder will be prevented from using their Invoiced Sales Account after the Invoiced Sales Account has been terminated.

3.3. Premature Termination of the Invoiced Sales Account

Onninen is entitled to terminate the Account Holder's Invoiced Sales Account immediately without abiding by the notice period of one (1) month if the Account Holder is found to have arrears or if the Account Holder has provided misleading information when applying for the Invoiced Sales Account that may have influenced Onninen's decision to grant the Account Holder an Invoiced Sales Account. The Invoiced Sales Account may also be immediately terminated if the Account Holder has not paid its invoice by its due date, if the Account Holder has misused the Invoiced Sales Account or if the Invoiced Sales Account has been misused, if the Account Holder is declared bankrupt or undergoes reorganisation or if Onninen becomes aware of the Account Holder's other payment default that Onninen estimates may potentially lead to the Account Holder defaulting on its payments or if the Account Holder materially breaches the agreement. In such event, the Account Holder's right to use the Invoiced Sales Account terminates immediately.

4. OTHER TERMS AND CONDITIONS

4.1. Amendments to the Terms and Conditions for Customer Accounts

These Terms and Conditions for Customer Accounts are valid until further notice. Onninen is entitled to amend these Terms and Conditions for Customer Accounts, and the new terms and conditions will apply once the Account Holder has been notified thereof in writing or if a notice has been published at www.onninen.fi concerning the amendment. If the Account Holder does not accept the amendments made to these Terms and Conditions for Customer Accounts, the Account Holder is entitled to terminate its customer account with written notice, whereupon the right to use the customer account terminates immediately. If the customer account is used after the terms and conditions have been amended, the Account Holder will be considered to have accepted the amendments.

4.2. Personal Data

In order to establish and manage customer accounts and to invoice purchases, Onninen collects, processes and stores information pertaining to the entity applying for a customer account and to their contact persons or other representatives. Upon applying for a customer account, the Account Holder must ensure that it is entitled to disclose personal data for the purposes of opening and using a customer account. The Account Holder must notify those persons whose personal data is disclosed to Onninen for the aforementioned purposes that the description of the file disclosing how their personal data will be processed can be viewed at www.onninen.fi. Personal data that has been disclosed may be used e.g. to check credit information, even if the decision is made not to open the customer account or if the application is withdrawn. Other sources may be used to supplement the relevant personal data, such as services providing credit information. Onninen may further disclose personal data to its business partners for the purposes of verifying credit information, and the Account Holder acknowledges that information about its payment behaviour can be disclosed to national credit agencies. Personal data may also be transferred to Onninen's group companies.

4.3. Communication

The Account Holder must ensure that Onninen has up-to-date information on the Account Holder's name and address as well as on their other contact details and contact persons in order to manage the Account Holder's customer account. If Onninen has sent a message to the address last provided by the Account Holder, the Account Holder will be considered to have received such message by the seventh day from Onninen sending the message at the latest. A message sent by email or by fax will be considered immediately received by the Account Holder, unless Onninen receives an error message indicating otherwise.

4.4. Money Laundering

Onninen abides by the provisions set out in the Finnish Act on Preventing Money Laundering and Terrorist Financing (444/2017), and the Account Holder by opening a customer account represents and warrants that the Account Holder or its beneficial owner is not on any sanctions list and that its representative or beneficial owner is not a politically exposed person ("PEP").

5. GOVERNING LAW AND DISPUTE RESOLUTION

These terms and conditions are interpreted in accordance with the laws of Finland. Any disputes between Onninen and the Account Holder shall be resolved by the Vantaa District Court as the court of first instance.

Onninen Oy

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