

Onninen Oy's Terms and Conditions for Customer Accounts as of 1 January 2025

1. GENERAL

1.1. Scope of Application

Onninen Oy's (hereinafter "Onninen") Terms and Conditions for Customer Accounts apply to Onninen's customer accounts and their use. Customer accounts may comprise a customer account based on cash transactions ("Cash Account") where the customer pays its purchases to Onninen with the most widely accepted debit or credit cards at a store or in the online store at the time of purchase, or a customer account based on invoiced sales ("Invoiced Sales Account") where Onninen invoices the sales to the customer account in accordance with applicable terms and conditions. Customers cannot purchase products from Onninen with an invoice by using a Cash Account, and clauses 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 purchases from different channels, such as the webstore and other digital channels, physical stores, and technical sales. Purchases can also be paid for in the webstore and physical stores using the most common debit or credit cards. 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 an Account Holder and, based on orders, to deliveries of goods by Onninen to the Account Holder. These Terms and Conditions for Customer Accounts do not affect the General Terms of Sale referred to above. In addition, orders placed through the online store are subject to the terms of use of the online store.

1.3. Opening a Customer Account

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

2. INVOICED SALES ACCOUNT

2.1. Credit Limit

Onninen retains the right to determine the applicable credit limit on a case-by-case basis. Onninen is entitled to change the credit limit if necessary. The approved credit limit may not be exceeded. Regardless of the credit 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 defined credit limit. In such a case, Onninen will notify the Account Holder that its credit 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 credit limit.

2.2. Payment Maturity

The penalty interest rate is 16% or the penalty interest rate in accordance with the Interest Rates Act, whichever is higher. In the event that even one of the Account Holder's invoices has fallen due and remains unpaid, or if the Account Holder undergoes corporate restructuring or is declared bankrupt, or if the Account Holder otherwise becomes insolvent, all invoices from Onninen to the Account Holder shall fall due immediately, regardless of the due dates indicated on the invoices, is Onninen so demands in writing.

2.3. Users of Invoiced Sales Accounts

All persons authorised by an Account Holder or other persons to whom the Account Holder's customer number has been disclosed by the Account Holder are entitled to use the Invoiced Sales Account. Onninen endeavours to undertake reasonable measures, e.g., by inspecting the identification cards of Account Holders' employees, to ensure that users are employed by the relevant Account Holder or that they are otherwise entitled to make purchases through the Invoiced Sales Account. Onninen is not, however, obliged to verify the identity of the user of the Invoiced Sales Account if there is no particular reason to do so. Account Holders are obliged to immediately notify Onninen of any changes in the users of their Invoiced Sales Accounts.

2.4. Account Holders' Liability for Misuse

Account Holders are liable for purchases and orders made with through Invoiced Sales Accounts. Account Holders are obliged to notify Onninen of any suspected misuse and to notify Onninen immediately of any errors they detect in an order confirmation or invoice, for example. In the event that an Invoiced Sales Account is misused due to the Account Holder's negligence, such as a third party gaining access to the Account Holder's customer number or online store login identification due to the Account Holder's actions or negligence, the Account Holder shall be liable for any misuse.

2.5. Transferral of Receivables

All receivables generated through the use of an 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. An Account Holder is not entitled to assign or otherwise transfer its rights or obligations pertaining to its Invoiced Sales Account to a third party without Onninen's prior consent.

2.6. Security for Invoiced Sales Accounts

Onninen is entitled to request an Account Holder to deposit a security as set out in Onninen's applicable credit policy for their obligations arising from the Account Holder's Invoiced Sales Account. If the Account Holder fails to deposit 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 demanded 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.

3. CONTRACT PERIOD AND TERMINATION

3.1. Contract Period

Invoiced Sales Accounts are valid from the approval of the Invoiced Sales Account Application until further notice.

3.2. Termination

The notice period is one (1) month. Notices of termination must be given in writing. An Account Holders shall be bound by these Terms and Conditions for Customer Accounts until the Account Holder has paid its 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 an Invoiced Sales Account

Onninen is entitled to terminate an Account Holder's Invoiced Sales Account immediately without observing the notice period of one (1) month if the Account Holder is found to have defaulted its payments, if the Account Holder's credit rating or financial status has materially changed, 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. An 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 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 contract. In such event the Account Holder's right to use the Invoiced Sales Account shall terminate immediately.

4. MISCELLANEOUS

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 shall apply once the Account Holder has been notified thereof in writing or when a notice has been published at www.onninen.fi concerning the amendment. If an Account Holder does not accept amendments made to these Terms and Conditions for Customer Accounts, the Account Holder is entitled to terminate its customer account with a written notice, whereupon the right to use the customer account shall terminate immediately. If a customer account is used after the terms and conditions have been amended, the Account Holder shall 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. When 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 inform the persons whose personal data is disclosed to Onninen for the aforementioned purposes that the Data Protection Notice concerning the processing of personal data can be found at www.tietosuoja.kesko.fi/category/onninen#tietosuojaseloste. Personal data that has been disclosed may be used to check credit information, for example, even if a 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. If the Account Holder is a small enterprise, Onninen may disclose information about the owner of the enterprise to Suomen Asiakastieto Oy, Bisnode Finland Oy or another party providing credit information services to verify the credit information. The Account Holder shall consent to the transfer of payment method data to national credit information companies. Personal data may also be transferred within the Kesko Group, which owns Onninen, for the purpose of marketing, targeting of marketing, market research, competitions and other communication.

4.3. Communication

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

4.4. Money Laundering

Onninen complies with the provisions of the Finnish Act on Preventing Money Laundering and Terrorist Financing (444/2017), and by opening a customer account, an Account Holder warrants that it 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

The interpretation of these terms and conditions shall be governed by laws of Finland, excluding its provisions on conflict of laws. Any disputes between Onninen and the Account Holder shall be finally resolved through arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by a panel of three (3) arbitrators. The place of arbitration is Helsinki. Notwithstanding the foregoing, the Parties have the right to bring claims related to receivables arising from the agreement or its breach before the Helsinki District Court if the principal amount of the receivable is EUR 100,000.00 or less.