

## Onninen Oy's General Terms of Sale as of 1 January 2021

*These terms and conditions shall replace Onninen Oy's General Terms of Sale dated 1 July 2020*

### 1. GENERAL

#### 1.1. Scope of Application

Onninen Oy's (hereinafter the "Seller") 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", customer and seller hereinafter jointly referred to as the "Parties") as well as to the deliveries of goods by the Seller in Finland on the basis of an order. These Terms of Sale shall remain in force until further notice. Onninen Oy 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 online store are subject to the terms of use of the online store.

#### 1.2. Purchasers

Purchasers must have a cash or credit customer account with Onninen Oy. 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.

#### 2.2. Conclusion of Contract

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

#### 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 a contract 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 goods covered by the contract, or on the costs of their delivery. In the case of foreign goods, 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 goods shall transfer to the Purchaser when the entire purchase price, including any penalty interest and service fees pertaining to the goods has been paid. Liability for risk concerning goods shall pass to the Purchaser once the goods have been handed over to the Purchaser or to a freight carrier, unless otherwise provided in the terms of delivery.

### 4. DELIVERY OF GOODS

#### 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 contract, 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 goods 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 Onninen Oy's service price list. In the event that unloading the goods 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. 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 Goods

If the Parties have agreed upon the collection of the goods, the Purchaser shall be obliged to collect the ordered goods within 14 days the goods being available for collection by the Purchaser as notified by the Seller, unless the Parties have otherwise agreed on another time. The Seller shall not be obliged to retain the goods after the aforementioned collection period. If the Purchaser attempts to collect the goods after the collection period and the goods are no longer available, the Seller shall have the right to return the sales price paid for the goods to the Purchaser, less the reimbursement set forth under Clause 6.5 (Returning of Goods) below. Furthermore, the Seller shall always have the right to cancel the sale if the Purchaser has failed to collect the goods 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 goods. The packaging and protection costs of the goods shall be charged to the Purchaser in accordance with the valid price list. A fee for material certificates concerning batches of goods delivered from a warehouse shall be charged in accordance with a separate Onninen Oy's 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 Onninen Oy's service 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 goods.

#### 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 contract 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 goods (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 goods (VAT 0%). A claim for damages shall be presented within seven (7) working days of the actual delivery date of the goods. If the Seller has only indicated an estimated delivery time, the Seller shall endeavour to deliver the goods 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. GOODS, 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 goods (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 goods covered by the contract 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 goods in accordance with their intended purpose.

##### 5.2. Characteristics of the Goods

At the time of delivery, goods 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 contract 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 goods only in accordance with the information set forth in the contract. 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 goods and delivery. If the Purchaser transfers the goods 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 reasonably possible advance the Purchaser's ability to obtain information regarding the manufacturers' quality assurance regarding the goods procured by the Purchaser.

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

When accepting goods, 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 goods and a record of the damage or deficiency must be made in the bill of lading, along with an appropriate complaint to the Seller. Damage to the goods does not entitle to a refusal to accept the goods or to effect payment of the invoice. If the Purchaser has stipulated in a separate written contract that the Seller shall not insure the delivery on behalf of the Purchaser, the Purchaser must contact the freight carrier directly with regard to any complaints. In the event that delivery does not conform to the delivery note, an appropriate complaint must be made to the Seller within seven (7) working days. When installing goods, the installer 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

Unless otherwise stated in product-specific warranty terms, the Seller shall be liable for any material and manufacturing defects found in the goods at the time of delivery, in accordance with the warranty conditions under these Terms of Sale. Unless the manufacturer of the goods has granted a separate warranty for them, the warranty granted by the manufacturer limits 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. The warranty period shall be the period indicated by the manufacturer of the product in question. The warranty period is stated in the documents accompanying the product, or on the product manufacturer's website. 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 goods) have been agreed directly between the Purchaser and the manufacturer of the goods, the complaint must be directed to the manufacturer of the goods, unless the defect is attributable directly to the actions or omissions of the Seller. The Seller shall have the right, at its discretion, to either remedy the defect or to deliver a replacement item, or to grant a discount on the price of the item. The warranty of an item shall be in force if the item has been used with due care, in accordance with its intended purpose and terms of use.

###### 5.5.2. Limitations of Warranty

Unless a more extensive liability has been provided in the warranty terms of the manufacturer, 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 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 product warranty shall not apply to any damage that occurred in transit, and the warranty shall cease to apply immediately if the product is modified without the written permission of the Seller. The Purchaser shall deliver the defective product or the defective 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 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.

#### 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 Goods

If the Parties have agreed that the Seller provides installation, assembly, pre-treatment or other services related to goods, 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 of the goods. The Purchaser shall inspect the conformity of the Seller's services pertaining to the goods prior to using the goods. 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 goods manufacturer, 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 goods under the contract 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 goods undergo a commissioning inspection required by law prior to connecting them to an electrical network, or prior to using the goods, 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 goods, 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 liable to compensate any other direct damage, and under all circumstances, the Seller's liability for the delivery shall be limited to the value of the delivery. 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 even one of the invoices has fallen due and remains unpaid or if the Purchaser has been placed under corporate restructuring or declared bankrupt, or if the Purchaser has otherwise become insolvent, all invoices from the Seller to the Purchaser shall immediately fall due, regardless of the due dates indicated on the invoices, if the Seller so demands in writing. The Purchaser must pay the invoice in accordance with this contract, even if the Purchaser disputes the delivery. Purchasers with a cash account may pay for purchases made in the store with the most common 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. In addition, Purchasers with a credit account may pay for purchases 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 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 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 of EUR 5.00 per invoice. Furthermore, the Seller shall be entitled to charge a handling charge in accordance with its current practice for all deliveries the value of which is under EUR 70 (VAT 0%).

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

If depositing a security has been agreed, the security must be deposited before the delivery of goods 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 goods 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 goods shall continue until the aforementioned issues have been remedied. The Seller shall have the right to refrain from delivering goods also in the case that the Purchaser's defaults mentioned above pertain to a contract 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. Returning of Goods

##### 6.5.1. Goods sold from stock

Returns of goods 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 goods. The return is for the goods shall be accepted only provided that the goods and their packaging are completely free of defects. The Purchaser shall be liable for the return of the goods to the warehouse that delivered the goods. 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 goods other than goods 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 goods in advance. Any goods 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 CONTRACT**

### **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 goods were received, or new goods complying with the contract 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 contract that concerns the defect or delay. If goods 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 goods 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 contract 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 shall have the right, at its discretion, to cancel the sale in its entirety, or the portion of the sale pertaining to goods 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 contracts concluded with the Purchaser if the Purchaser is placed under corporate restructuring or declared bankrupt, or if the Purchaser otherwise becomes demonstrably insolvent.

### **7.3. Force Majeure**

The Seller shall not be obliged to fulfil the contract 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 contract or renders the fulfilment unreasonably difficult. Also, in circumstances where the fulfilment of the contract would require unreasonable sacrifices compared to the benefit incurred from the same by the Purchaser, the Seller shall not be obliged to fulfil the contract. The Seller shall not be obliged to compensate the Purchaser for any indirect or direct damage incurred from any failure to fulfil the contract, and in such cases the Seller shall also have the right to rescind the contract.

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## **9. OTHER TERMS AND CONDITIONS**

### **9.1. Amendments**

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

### **9.2. Subcontractors**

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

### **9.3. 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.

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

Contracts between the Seller and Purchaser shall be governed by the laws of Finland. To the extent not otherwise agreed under these Terms of Sale, the Technical Traders' General Conditions of Sale 2010 shall be applicable. Any disputes between the Seller and the Purchaser shall be resolved by the Helsinki District Court as the court of first instance.