

General sales conditions

1. Scope and Definitions

These general sales conditions apply to transactions between Valopas Oy ("Seller") and traders ("Buyer").

2. Changes and additions

The seller reserves the right to change the "General Terms and Conditions" if necessary. The current terms of sales can be found on the Seller's website at www.valopas.fi.

3. Order

Product orders are made either directly to the Seller or to the online store according to the specified ordering method.

a) In online sales, the buyer must register as a customer via the website, in which case the Seller will check and confirm the registration information and may also not confirm the registration if they suspect the Buyer's intentions (e.g. a competitor, etc.).

b) When the registration is confirmed in the online store, the Buyer can continue placing the order and the Seller can confirm the order to the Buyer after receiving the order. The contract binding both comes into force after the Seller sends the order confirmation to the Buyer.

4. Price and payment

Prices are stated without VAT or other additional costs under the following conditions

a) The seller reserves the right to change the delivery and sales conditions without prior notice.

b) The seller also reserves the right to revise the prices, if exchange rates, import fees or other payments independent of the supplier, taxes or other public law payments change before the buyer makes the payment.

c) Regarding payment, the Seller may - request an advance payment according to the system (for example online store sales) - or invoice according to the agreed price after the Products leave the Seller's warehouse, in which case the payment is made within 14 days from the date of the invoice, unless otherwise agreed in writing.

d) If the VAT-free value of the total order is less than €100, a €20 small delivery surcharge VAT 0% will be charged.

e) If the Buyer does not pay the invoice by the due date, the Seller has the right to charge late payment interest according to the interest rate it applies at any given time.

5. Technical information Received technical information cannot be used for any purpose other than the one for which it was provided without the Seller's consent.

6. Delivery terms and delivery time

The seller delivers the products to the buyer under the following conditions:

- a) Delivery takes place free from the factory/free from the Seller's warehouse in compliance with the Incoterms 2020 EXWORKS terms. Possible platform fees are collected at the time of invoicing.
- b) The products are delivered according to the announced delivery schedule or according to another schedule mutually agreed upon in writing by the parties. The delivery time means the day the Seller informs the Buyer when the products can be picked up by the Buyer.
- c) If the products are in stock, the goal is delivery within two business days. Otherwise, the buyer will be informed of the delivery time of the product.
- d) The seller can also propose other delivery conditions to the buyer and let them agree separately on the delivery method.
- e) For e-commerce deliveries, the delivery clause is INCOTERMS 2020 CPT. f) If the delivery in the online store is to a place other than Finland, e.g. the EU region, it must be agreed separately if necessary.

7. Liability for risk

Liability for risk is transferred to the buyer when the goods are handed over to the buyer or an independent carrier for transport in accordance with the contract, unless otherwise stated in the delivery clause. If the goods are not delivered at the right time and this is due to the buyer or a circumstance on the buyer's side, the risk responsibility is transferred to the buyer when the seller has done what is required of him according to the contract to enable the delivery

8. Warranty

The sold goods are subject to a warranty according to the manufacturer's terms and conditions, unless otherwise agreed.

9. Delivery delay

The seller must notify the buyer without delay if there is reason to suspect that the delivery will be delayed.

- a) In cases where delivery is delayed - from force majeure or - For an act or omission caused by the Seller's supplier or the Buyer or - from other activities the delivery time must be extended by a time deemed appropriate.
- b) The Buyer only has the right to cancel the delayed delivery if it has been deemed to cause unreasonable harm to the Buyer and it is not due to force majeure or the Seller's actions or negligence. However, this must be agreed in writing.
- c) The buyer has the right to compensation due to a delivery delay only if the matter has been separately agreed in writing.
- d) If the delay is caused by the Seller's negligence, the buyer can claim, if he has suffered damage for immediate damages, compensation that is in accordance with the prevailing practice in the industry, however a maximum of 0.5% of the value of the late delivery for each full week after the delivery date. However, the total amount of compensation can rise to a maximum of 7.5% of the value of the goods.
- e) The Seller has the right to refrain from delivering the Product, if the Seller has a justified reason to question the Buyer's ability to pay. The Seller is, however, obliged to deliver the Product in such cases where the Buyer, after receiving the prompt, makes the payment in advance or provides a security approved by the

Seller. The seller has no other responsibilities due to a delivery delay other than what is mentioned at the beginning of the Delivery delay chapter.

f) The buyer loses the right to compensation for damage if he does not present his claim to the seller within six weeks of the announced delivery date.

g) The seller is not responsible for possible indirect or direct damages caused by the delay.

10. Liability for error

The seller is obliged, at his own choice, to replace or repair a defect in the product that is caused by the structure, material or manufacturing of the product.

a) The seller's responsibility does not extend to errors that arise - improper use of the product - From the material supplied by the buyer or - About the structure of the buyer's material.

b) The seller's responsibility covers only errors that appear during the first year after the product is delivered to the buyer.

c) The seller is not responsible for errors other than those mentioned in the "Responsibility for Error" section. This also applies to every punitive loss that the error may cause, e.g. loss of production or profit.

11. Complaints

If the delivery is partially incorrect, the buyer must notify the Seller.

a) The buyer must immediately notify the seller of the error in writing, but no later than two months after the delivery of the Product to the buyer. The complaint must include an explanation of the error.

b) If the buyer notices a visible error upon delivery of the Product, e.g. product damage or insufficient delivery, the buyer must report the matter upon receipt of the product and record the error in the product's delivery document or something similar. A possible hidden error must be reported to the transport company/Seller immediately, however no later than 5 days after receiving the goods.

c) If the Buyer does not make a complaint within the aforementioned deadlines, he loses his right to claim compensation for the error.

12. Returns

Product returns when the Buyer has found an error in them.

a) Only such returns are accepted without additional costs, where the Seller can be held responsible for an error, e.g. wrong deliveries or manufacturing errors.

b) Before such a return, the Buyer must contact the Seller to obtain operating instructions regarding the return.

c) Other possible returns must be approved in advance by the Seller. Basically, if the Product is flawless, the return is not accepted. In the request for return approval, the Seller's order and/or invoice number must be presented as a reference. When returning a product, the delivery must be accompanied by the Seller's written return approval. The Buyer is responsible for the return freight, unless otherwise agreed. Accepted returns must always be returned in the original packaging, which is undamaged, unmarked and resalable. The seller reserves the right to handling costs caused by e.g. unloading and checking the goods. Handling costs are a minimum of 5% of the item's purchase price, however at least €50 VAT. 0%.

d) Upon receipt of the returned product, the Seller checks that the product return criteria are met. After this, a refund invoice will be issued for the return.

13. Termination of the contract

The Buyer and the Seller can terminate the contract under the following conditions.

a) The buyer has the right to demolition - If the seller's delivery deviates substantially from the agreement and the deficiency is not rectified within a reasonable time due to the buyer's written notice, or new goods in accordance with the contract are delivered, or if the delivery is delayed for reasons dependent on the seller in such a way that it causes unreasonable inconvenience to the buyer, the buyer has the right to cancel the contract. - If the goods subject to sale have been manufactured or acquired especially for the buyer in accordance with his instructions and wishes, and the seller cannot use the goods in any other way without considerable loss, the buyer may cancel the sale due to the seller's delay only if the purpose of the sale remains essentially unachieved for him due to the delay .

b) Seller's right to demolition - If the purchase price is not paid within the deadline and this is due to the seller, the seller has the right to terminate the transaction or the part of the transaction for which the buyer has not yet received the goods, if the delay is significant. - The seller has the right to cancel even when, based on the buyer's notification or otherwise, it is obvious that the buyer's performance will be substantially delayed. - The seller can also cancel the sale if the buyer does not contribute to the sale in the agreed reasonable manner and within the deadline set by the seller. - The seller has the right to cancel the contract without any compensation obligation, if the importation of the goods becomes impossible or substantially more expensive than originally required by the seller due to an international agreement binding Finland or a regulation restricting imports or other official action (e.g. import ceilings and restrictions or increased customs duties).

14. Product liability

Seller's product liability for personal or property damage.

a) The Seller is not responsible for personal or property damage caused by the Product that has already been delivered to the Buyer or for their consequences.

b) If the Buyer becomes liable for damage or loss caused to a third party in accordance with the above paragraph, the Seller is not responsible for it.

c) Both parties must mutually keep the other party aware of all damages caused by the Product.

15. Liability for damage caused by the product

The seller is not responsible for damage caused by the connection or use of the item in a context other than what it is intended for, nor for damage caused by the raw material according to the instructions given by the buyer, the structure of the item, or the work or manufacturing method specified by the buyer

16. Insurance

The parties take care of insuring the goods in accordance with the division of responsibilities indicated in the agreed terms of delivery. Other insurances must be agreed separately.

17. Transfer of ownership

Ownership of the goods is transferred to the buyer when the entire purchase price has been paid to the seller, unless otherwise agreed separately.

18. Dispute Resolution

Disagreements related to the contract between the seller and the buyer will primarily be resolved through negotiations between the parties. Unless otherwise agreed, disputes will be settled in arbitration by a single arbitrator. The arbitrator is appointed by the Arbitration Board of the Central Chamber of Commerce and the rules of this board are followed in the arbitration procedure. However, the seller always has the right to claim the amount owed based on the transaction in the jurisdiction of the seller's domicile.

Finnish law applies to this agreement.