

Hallingplast Oy

General Sales and Delivery Terms 2023



1 PARTIES AND SCOPE

These General Sales and Delivery Terms apply on all sales of products or services (“**Products**”) by Hallingplast Oy, reg. no. 3384937-7 (the “**Seller**”), to customers (the “**Purchaser**”), unless the parties have separately agreed otherwise in writing.

2 OFFERS AND PURCHASE ORDERS

Unless otherwise set out in the Seller's offer, the offer is valid for 30 days from its issuance.

The price in the offer is based on the exchange rates on the day of the offer, unless otherwise stated in the offer. The price and other terms in the offer are based on the information and quantities provided by the Purchaser in the request for offer or otherwise. If the purchase order does not match the provided information or quantities, the Seller has the right to adjust the price or other terms according to the final information.

The Purchaser is responsible for the accuracy of the information provided to the Seller regarding the intended use of the Products.

The Purchaser can cancel its order of Products in the stock selection within 5 working days from the purchase order. Custom-made Products ordered by the Purchaser are not eligible for cancellation.

3 PRICES

Prices are determined based on the Seller's current price list at the time of the offer. Prices do not include value-added tax, packaging costs or freight costs, which are charged in addition to the prices stated in the offer or order confirmation.

The price for the Product stated in the offer or the order confirmation does not include unloading of the Product or removal of packaging unless this has been expressly stated.

The Seller reserves the right to adjust prices without prior notice.

4 TERMS OF PAYMENT

Invoices will be due and payable 30 days after the date of invoicing. If payment has not been received on the due date, the Seller shall be entitled to a penalty interest in accordance with the Interests Act

(*Fin. Korkolaki, 633/1982*), which shall accrue from the due date.

The Purchaser is not entitled to withhold or offset the purchase price, late payment interest, or any part thereof against claims that the Purchaser may have against the Seller.

The Seller reserves the right to demand payment of the purchase price before delivery or to require security for the payment at any time without prior notice. If the Purchaser fails to make the payment of the purchase price or any part thereof or does not provide security, the Seller has the right to withhold its deliveries of Products until the outstanding payments have been made and/or the required security has been provided. In such cases, the delivery time stated in the order confirmation, is calculated from the date of payment or provision of security.

5 TERMS OF DELIVERY

The Seller shall, within a reasonable time from the order confirmation, communicate a delivery time.

If an order is modified after the Seller has communicated the delivery time, the Seller has the right to determine a new delivery time, calculated from the day when the notice of the last change has been received by the Seller.

The terms of delivery shall be DAP – Delivered at Place (INCOTERMS 2020), on the Purchaser's premises or another named place, except that the Purchaser will be responsible for the costs of freight.

If the Seller fails to deliver the Products on time, the Purchaser has the right to claim a penalty for late delivery, up to a maximum of 0.5 percent of the tax-exclusive purchase price of the delayed delivery for each full week of delay, but not exceeding a total of 7.5 percent of the tax-exclusive purchase price of the delayed delivery, provided that the Purchaser has claimed the penalty in writing within 14 days of the original delivery date.

The Purchaser does not have the right to cancel the order or claim any other compensation or reimbursement for the delay.

6 OWNERSHIP AND RISK OF LOSS

Ownership of delivered Products transfers to the Purchaser once the goods are fully paid for. The risk of loss transfers to the Purchaser when the Seller has delivered the Products to their destination and they are available for unloading, even if the ownership has not yet transferred to the Purchaser. The Purchaser is obligated to take good care of Products in their possession during the period of the Seller's ownership and to insure them at the Purchaser's own expense.

7 COMPLAINTS AND PRODUCT WARRANTY

The Purchaser is responsible for carefully inspecting the Products immediately upon delivery. Complaints regarding the delivery or the Products must be made within eight (8) days from the date of receipt. If a defect could not be detected during the receipt, a written complaint must be made within eight (8) days from the date the defect became apparent. If the Purchaser fails to report a defect within the specified timeframes, they forfeit their right to make claims based on it.

During a period of 24 months from the delivery of Products to the Purchaser, the Seller warrants that there are no deficiencies in material, workmanship or design on the part of the Seller that will result in the non-conformity of the Products with their specifications.

Regarding the characteristics of the Products, the Seller's liability is limited to the information provided by the Seller.

The warranty set out above is contingent upon the following preconditions:

- a) that the defect existed at the time of delivery by the Seller; and
- b) that the defect has not been caused by accidents or unintended or im-proper use, storage or installation of the Products, and that the Products have at all times been used in accordance with the Seller's instructions and recommendations.

The Seller is not liable for any damages caused by the Products to any immovable or movable property of the Purchaser or any third party, or for the consequences of such damage.

The Seller shall, at its own option and free of charge, repair, replace, or refund the purchase price for the defective Product, or part of it. Replaced and refunded Products are the Seller's property and must be returned to the Seller. The Purchaser shall be responsible and pay for the transportation of defective Products to the premises of the Seller and the Seller shall be responsible and pay for the transportation of replacement Products to the premises of the Purchaser.

If the Purchaser has given the Seller notice of a defect and if it is subsequently discovered that there is no defect for which the Seller is liable, the Purchaser shall compensate the Seller for its reasonable costs in relation to the Purchaser's notice.

8 RETURNS

Returns of defective Products, or of deliveries that are not in accordance with the purchase order, are only accepted if the complaint has been made in accordance with section 7.

Returns or exchange of Products in the stock selection (typically SDR11 and SDR17 class pipes) are accepted if the Products are undamaged and in their original packaging. The right to return and exchange applies only to Products in the stock selection and after special agreement. Custom-made Products ordered by the Purchaser are not eligible for exchange or return.

The Seller will give a 70 percent credit based on the invoiced price for returns or exchange of Products in stock selection. If the Products are returned more than six (6) months after delivery, no credit will be issued.

The Purchaser shall be responsible and pay for the transportation of returned Products to the premises of the Seller. All returned Products must be well-packaged, and include a shipping list that contains the following information:

- Item name and quantity
- Reason for the return and the agreement with whom the return has been arranged
- Seller's shipping list and/or invoice number
- Request for action (exchange, credit, etc.)

9 LIMITATIONS OF LIABILITY

The Seller shall have no liability for defective Products except as specified in these General Sales and Delivery Terms and the Purchaser shall not be entitled to make any claim for compensation against the Seller unless explicitly set out herein. The Seller shall under no circumstance be liable for any indirect damages caused by defective Products and the Seller's liability towards the Purchaser shall in no event exceed the purchase price paid by the Purchaser for such Products.

10 FORCE MAJEURE

Neither the Seller nor the Purchaser shall be liable for any delay or failure in carrying out its obligations, other than the payment of money, when the failure is caused by circumstances beyond the reasonable control of the affected party.

Such circumstances are, including but not limited to, a storm, flood, or other natural disaster, fire, or other accident, war, mobilization, epidemic or pandemic, or other medical catastrophe, emergency laws and equivalent legislation, official orders, regulations, or recommendations, riots or demonstrations, strikes or other labor actions, actions necessary to protect the health of employees or customers (e.g., due to an epidemic or related official measures), export or import bans, machinery breakdowns, cancellation of large production volumes, restrictions on essential raw materials or energy sources, errors or delays in deliveries by subcontractors, transportation disruptions, or any other obstacle or disturbance that directly or indirectly prevents, delays, or renders unreasonably difficult the manufacture or delivery of Products.

11 GOVERNING LAW AND DISPUTE RESOLUTION

These General Sales and Delivery Terms shall be governed by the substantive law of Finland.

Any dispute, controversy or claim arising out of or in connection with these General Terms and Conditions, or the breach, termination or invalidity thereof, shall be settled in the district court at the Seller's place of domicile, as the first instance.