

Chiller Oy's general sales and delivery terms and conditions

1 General

- 1.1 These delivery terms are applied to the delivery of products by Chiller Oy to its client, unless otherwise separately agreed on in writing.
- 1.2 Herein, Chiller Oy is called 'the Supplier' and the party ordering the Product is called 'the Client'. When the Client and the Supplier are referred to jointly, they are called 'the Parties'.
- 1.3 The subject(s) of the delivery supplied by the Supplier are called 'the Product' hereinafter.
- 1.4 Herein, the supplier of the Product is called 'the Supplier' and the party ordering the Product is called 'the Client'. When the Client and the Supplier are referred to jointly, they are called 'the Parties'.
- 1.5 'Delivery Terms' refer to the delivery terms pursuant to the Incoterms 2020 rules specified in the offer and/or the order confirmation.
- 1.6 All the information related to the contract between the Client and the Supplier, the offer, product data and prices is confidential, apart from information related to the Supplier's products that the Supplier has made publicly available. The Parties agree on the release of information on the contract together.

2 Product information and product liability

- 2.1 All the weights, dimensions, capacity and performance data, technical properties and other details presented in brochures, on the internet and in price lists are only binding to the extent that they are specified or specifically referred to in the contract.
- 2.2 The Supplier is responsible of delivering an EU declaration of Conformity for all its Products at the time of the delivery. The Supplier grants a warranty for its Products in line with its applicable warranty terms and conditions.

3 Intellectual property rights

- 3.1 All intellectual property rights related to the Product, including copyrights, trademarks, patents, trade names and trade secrets, and information, documents and other material related to design and manufacture remain the property of the Supplier, irrespective of whether they were handed over before or after the signing of the contract.
- 3.2 Unless otherwise agreed, the Client is granted the right to use the Supplier's software and sub-licensed programs without a time limit. However, the Supplier retains the ownership of the said programs.

4 Offer

- 4.1 The Supplier's offer is in effect for the period specified in the offer. If this period is not specified, the offer is in effect for 30 days from the date of the offer. The offer is confidential and only intended for the client. The information in the offer must not be disclosed to third parties.
- 4.2 The prices provided in the offer are based on the Supplier's procurement costs on the date of the offer.

- 4.3 The Supplier reserves the right to revise its prices if the exchange rates, value added taxes, customs charges, import or export charges or other statutory taxes or tax-like fees change.

5 Conclusion of the deal

- 5.1 A binding agreement ("Sales Agreement") is concluded with; a separate contract between the Client and the Supplier; an order by the Client in writing based on the terms of the Supplier's offer and accepted by the Supplier; or the Client's unconditional approval of the Supplier's offer. If the Client wants to make changes related to the offer or the Supplier's General Sales and Delivery Terms and Conditions, it must agree on such changes in writing with the Supplier. The Supplier is not obliged to accept an order that deviates from the offer and/or from the Supplier's General Sales and Delivery Terms and Conditions.
- 5.2 The Supplier will verify the creditworthiness of the Client prior to sending the order confirmation. The Supplier reserves the right to change the payment and delivery terms and/or to cancel the Sales Agreement if the Client is determined non creditworthy.
- 5.3 A conclusion of a binding agreement requires, in addition to the conditions herein above, that the Supplier has granted a positive credit limit to the Client.
- 5.4 The Supplier sends an order confirmation in writing for each order. The Client is responsible for inspecting the order confirmation to ensure that it corresponds to the order.

6 Payment terms

- 6.1 Unless otherwise agreed on in writing in the contract, the payment term is 14 calendar days from the delivery (EXW Incoterms 2020) from the Supplier.
- 6.2 For instalments that have not been paid by the due date, interest is charged pursuant to Section 4 a of Finland's Interest Act (633/1982)
- 6.3 The Client is obliged to pay the invoice even if it has submitted a complaint, unless otherwise agreed on in writing.

7 Transfer of title and risk of loss

- 7.1 The Supplier owns all the Products it delivered until the Client has paid for them in full.
- 7.2 The Supplier and the Client are responsible for any damage to the Product, the loss of the Product and the risk of loss during the transport in accordance with the delivery term set forth in the contract.

8 Delivery terms and schedule

- 8.1 The Product's delivery time is confirmed in the order confirmation sent by the Supplier. The delivery time can only be set if the Supplier has been provided with all the information required for the delivery to the Client at the time of the order confirmation.
- 8.2 The Supplier packs the products in cardboard boxes or on pallets unless otherwise agreed on in writing. The Supplier does not repurchase the packaging material.

- 8.3 The delivery term is 'Ex Works' /EXW Incoterms 2020, unless otherwise agreed on in writing.
- 8.4 The obligation to arrange insurance cover during transport is determined based on the provisions pertaining to the transfer of the liability for risk.
- 8.5 The delivery is deemed to have taken place when the Products are made available to the Client in the location pursuant to the delivery term.
- 8.6 If the Client has not made all the due payments, the Supplier has the right to suspend deliveries until all the payments have been made.

9 Delivery quantity and quality

- 9.1 The Client must inspect the delivered goods in connection with their handover. The freight company's representative must be notified of any damage that occurred during transport, and the damage must be noted in the consignment note (reservation).
- 9.2 The client is deemed to have approved the delivery if no complaint or notification of a flaw in the Product is submitted within the complaint period in the following manner:
Within 5 days in matters related to the Product's transport; within 14 days of the receipt of the Product by the Client regarding matters related to the functioning and content of the Product, or within 7 days of the start-up of the device.
- 9.3 Under all circumstances, the Supplier's liability for direct damage to the Client arising from an erroneous delivery is limited to the price of the Product that is the subject of the delivery. The Supplier is not obliged to any compensation of costs arising from delayed delivery or failure to complete the delivery. The Supplier is not in any circumstances liable for indirect damage caused to the Client or its contractual partner.

10 Cancellation of the deal, changes to the order and suspension of the deliveries

- 10.1 An order submitted by the Client is binding. If the Client still cancels the order, the Supplier has the right to invoice the Client either for the full price of the Product or the costs incurred by the Supplier by the cancellation date in full.
- 10.2 Changes to the content and/or terms of the order or delivery cause changes in the price and the delivery time. The Client is liable for the additional costs arising from the cancellation of or changes to the order.
- 10.3 If the delivery is at risk of being delayed because of reasons due to the Client, the Client does not have the right to decline the delivery. If the Client declines to receive the delivery at the agreed time and in the agreed place, the Supplier has the right to transfer the Products to storage at the expense and risk of the Client and to request an immediate payment, even though the delivery has not been handed over to the Client.

11 Product returns

- 11.1 Product returns are only accepted if they have been separately agreed on in writing. Customised products or accessories and spare parts that are not stocked by the Supplier and that were acquired at the request of the Client may not be returned.

12 Force majeure events

- 12.1 The Supplier is not obliged to meet its contractual obligations in the case of a force majeure event preventing the fulfilment of the obligations. Force majeure refers to obstacles or circumstances beyond the control of the Parties that prevent the fulfilment of the contractual obligations or make it unreasonably difficult. Force majeure events include natural disasters, fires, power failures, restrictions in the availability of energy, malfunction of machinery or inability to obtain spare parts, strikes and labour disputes, war, mobilisation of the military, an emergency announced by the state or local government, export and import bans, restrictions related to currencies, unavailability of transport, general shortage of goods, and erroneous actions and delayed deliveries by the Supplier's subcontractor due to the aforementioned reasons and other unusual reasons with similarly significant consequences that are not due to the Supplier. In addition, force majeure events include problems related to transport that are beyond the Supplier's direct control and that the Supplier could not have reasonably been expected to take into account at the time of the contract being concluded.

13 Applicable law and place of jurisdiction

- 13.1 Laws of Finland are applied to the contracts between the Supplier and the Client.
- 13.2 The Parties must try to resolve all disputes in connection with this contract by conducting negotiations amongst themselves. If the Parties are unable to resolve the dispute through negotiation, the dispute will be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitrator(s) are appointed in compliance with these rules. The arbitration takes place in Helsinki, Finland. The language used for arbitration is Finnish, unless otherwise agreed on in writing by the Parties.