

## General Terms of CASEMET Group

### 1. Use

These general sales conditions are applicable in trade between Casemet Group and the Purchaser, unless otherwise agreed. Deviations to the terms must be agreed in writing.

Casemet Group mean both Casemet Oy and Casemet OÜ and will be referred hereinafter as "Casemet" and the Purchaser as "Purchaser".

The term "in writing" hereinafter may be used to mean a document signed by the Parties, or a letter, telefax, e-mail or other expressly stated intention.

### 2. Entering into to the contract

#### 2.1. Contract is in force

- a) When the Parties sign the contract, or
- b) The Purchaser accepts in writing the offer made by Casemet, or
- c) Casemet confirms in writing (order confirmation) the order made by the Purchaser.

2.2. In the event of any discrepancy between the offer and the acceptance of the offer or the order and the order confirmation, the Parties shall agree on the final terms of the contract.

2.3. If the product is delivered and received, even though the terms of the contract have not been finally agreed upon, the terms shall be governed by the latest sent and received documents, unless the party receiving the documents has not promptly claimed about them upon receipt.

### 3. Confidentiality of Drawings and Descriptions

3.1. Drawings and files related to the product or the production equipment and which have handed over or commissioned by the Purchaser are the property of the Purchaser. Drawings, files and other manufacturing data must be capable of producing the product to which the contract relates to. The transfer of drawings, files or any information contained therein to third parties is prohibited. However, Casemet may disclose such drawings or information to its own subcontractors for the purpose of manufacture the product. Before submitting drawings or information, Casemet shall, at the Purchaser's request, provide a list of its subcontractors. The Purchaser has the right to demand a change of subcontractor for a justified reason. Casemet shall require its personnel and subcontractors to maintain confidentiality of the manufacturing information, and shall submit, at the Purchaser's request, related confidentiality agreements or commitments.

At the request of the Purchaser, Casemet shall return the product related information at the end of the warranty period.

3.2. The Purchaser has to submit the drawings and other information in sufficient time to allow manufacturing to be completed in time agreed.

3.3. In the event of discrepancies between the drawings on which the accepted offer is based and the final drawings required for manufacture, manufacture shall not commence until such discrepancy has been agreed in writing.

3.4. The Purchaser has the right to demand modifications to the product during the manufacturing period. The effects of modifications or additional work on the price and delivery period must be agreed to in writing in advance.

3.5. Should the Product be used under unusual conditions, the Purchaser must notify Casemet about this. Unusual conditions may include for example, heat, cold, humidity, operational stress, and exposure to corrosion or chemicals.

### 4. Tools, patterns/models, equipment and raw materials

4.1. In case the Purchaser has provided Casemet with tools, models, equipment or raw materials to be used in the manufacture, they are the property of the Purchaser.

4.2. Unless otherwise agreed, if Casemet obtains the necessary tools, models or equipment needed to fulfil the agreement, the Purchaser

shall pay separately for them. Such separately paid production equipment is the property of the Purchaser.

Payment of the production equipment as part of the price of the product is not a separate payment as referred to above, unless specifically agreed upon.

4.3. The Purchaser shall cover the costs of repairing and renewing its production equipment due to normal wear and tear or for any reason which is beyond Casemet's control. Any repair or replacement must be agreed upon in advance with the Purchaser.

4.4. Unless the Purchaser has separately paid for the production equipment, they are the property of Casemet, and Casemet shall be responsible for their replacement and possible repair.

4.5. Casemet shall take care to maintain and mark the production equipment owned by the Purchaser so that they may at any time be identified as the property of the Purchaser. The Parties shall maintain a regularly updated list of the equipment. This list shall clearly identify the Purchaser's property which is under the possession of Casemet.

4.6. Casemet shall return the production equipment owned by the Purchaser at the latest one year after the termination of the contract or the delivery. In case the Purchaser does not require the equipment to be returned, Casemet may disassemble or dispose them upon prior written notice to the Purchaser.

However, if the Purchaser requires Casemet to retain the production equipment after this time period, Casemet may charge a reasonable fee for the storage.

4.7. Without the Purchaser's consent, Casemet is not allowed to use the production equipment for any other purposes than to fulfilling the contract. Production equipment is not allowed to hand over nor any information regarding the production equipment. Casemet may use the production equipment owned by Casemet for other supplies as well, unless it is not specifically prohibited.

4.8. Unless otherwise agreed, the Purchaser shall provide insurance coverage for its production equipment located at Casemet's premises.

4.9. Delivery and return of the production equipment are at the cost and responsibility of the Purchaser.

4.10. The Purchaser shall be liable for any claims that Casemet may have against any third party in connection with the manufacture of the Product under the Agreement, on the basis of a patent, registered trademark, design, or other exclusive right, manufactured by Purchaser in accordance with the given specifications, drawings, designs, patterns, samples or other possible configurations.

### 5. Quality

5.1. Casemet is responsible for the quality of the delivery in accordance with the requirements given in writing.

5.2. Upon request from the Purchaser, Casemet is obliged to provide product inspection reports at the time of delivery. Unless otherwise agreed on in advance, the Purchaser is responsible for the costs incurred.

5.3. During manufacturing or at the time of final inspection, the Purchaser may test or inspect the product at the factories of Casemet or its subcontractors. The expenses incurred shall be borne by Casemet, excluding all travel and personal expenses of the Purchaser.

5.4. If any tests or inspections not agreed upon are carried out at the request of the Purchaser during the manufacture or at the final inspection, the Purchaser shall pay the costs arising therefrom.

### 6. Terms of Delivery

6.1. Deliveries is made according to the agreed delivery time or delivery schedule.

6.2. Unless otherwise agreed, the delivery term is FCA (Incoterms 2020). The agreed delivery term will be interpreted in accordance with the INCOTERMS interpretation rules applicable to deliveries at the time of entry into force of the agreement.

6.3. The delivery period shall commence upon the signing of the contract, provided that the Purchaser has provided the manufacturing documents and production equipment required by the contract.

## 7. Delay

**7.1.** If potential delivery delay emerge, Casemet shall inform the Purchaser in writing, after which the Parties shall negotiate on the possible measures to be taken to deal with damage caused by the delay. Casemet will provide an estimate when the delivery may take place.

**7.2.** If delivery is delayed and unless otherwise agreed upon, Casemet shall pay the Purchaser a penalty payment of 0.5 per cent of the value of the delayed delivery batch for each week of delay, up to 7.5 per cent of the said value.

If the delivery has not taken place by the maximum amount of the penalty payment, the Purchaser has a right to terminate the contract. If it is foreseeable that the delivery will be so delayed that the Purchaser will be entitled to the maximum amount of the penalty payment, the Purchaser may terminate the contract.

**7.3.** In the event of late delivery of the production equipment provided by the Purchaser to fulfil the agreed order, Casemet has a right for reimbursement for the costs caused by the delay.

**7.4.** If Casemet maintains machine capacity or manpower reserved for an urgent delivery that is agreed in writing, Casemet shall have a right for reimbursement of such action.

## 8. Force Majeure

A Party shall have no liability for delay or damage caused by an obstacle that is beyond the control of the Party and that it could not have reasonable foreseen when entering into the agreement and the consequences of which could not have been reasonable avoided or overcome ("Force Majeure").

Force majeure situations include, for example, war or a riot, earthquake, flood or other similar natural disruption, interruption of traffic, telecommunications, or electricity distribution, ban on imports or exports, strikes, blockages, boycotts, or other similar industrial actions. Strike, lockout, boycott, or other similar industrial actions, unless otherwise indicated, shall also be considered as a force majeure situation, even if the party itself is the subject or part of it.

## 9. Price, Terms Of Payment, Retention Of Title and Lien

**9.1.** Unless otherwise agreed the prices are fixed and are inclusive of VAT (Value Added Tax).

In case VAT changes during the contract period, its effect shall be taken into account as a basis for price changes. Other changes to pricing criteria will be agreed on separately.

**9.2.** Payments must be made within 14 days net of the date of the invoice. The overdue payment will be charged overdue interest starting from the due date.

**9.3.** If Casemet's materials have been used in the manufacture, change of ownership will be transferred to the Purchaser with the payment.

**9.4.** Casemet has a lien on any Purchaser's property in its possession as security for the due payments.

## 10. Ownership And Use Rights In The Results Of Product Development

**10.1.** If the contract requires Casemet to perform product development work, the Parties shall agree on the terms and conditions for reimbursement and other terms. Unless otherwise agreed, the procedure is in accordance with Sections 10.2. and 10.3.

**10.2.** If the Purchaser terminates the contractual relationship and leaves Casemet without reasonable reimbursement for its product development work, the Purchaser shall pay reimbursement for the work in accordance with Section 10.4.

**10.3.** If Casemet's independent product development work results in patentable and proprietary applications, the related rights shall be retained by the Purchaser after reimbursement in accordance with Section 10.4 is paid. However, the rights of the Purchaser shall not apply to solutions arising from product development that are not the subject of the original product development contract.

**10.4.** When assessing the amount of reimbursement for product development work, account shall be taken into the amount of work

carried out, the benefit and the savings to be made by the Purchaser and the degree of success of the work agreed. Patent or other proprietary rights shall be taken into account as the basis for the price increase.

**10.5.** Any reimbursement payable under the Employee Invention Act shall be taken into account when agreeing on the reimbursement.

**10.6.** Casemet shall have the right, without prejudice to the Purchaser's patents or other proprietary rights, to use the results of product development for purposes that are not in competition with the Purchaser's business. Casemet may not assign this license to third parties.

## 11. Confidentiality

Both parties are required to maintain the confidentiality of any confidential information disclosed by them during the term of the contract and undertake not to use or disclose it to third parties during the term of the contract or after its termination.

## 12. Casemet's Liability for Defects

**12.1.** Casemet is liable for any defects in materials it has purchased or errors it has made in workmanship. Casemet is liable for producing the Product according to the Purchaser's specifications and instructions.

**12.2.** Casemet's liability is limited to defects which appear within a period of 12 months starting from the Purchaser's delivery to the final product purchaser or within 24 months of Casemet's delivery to the Purchaser. Delivery refers to the moment of reception of the product. At the request of Casemet, the Purchaser must provide written notice of the date of reception of the final product to verify the date of commencement of the warranty. The Purchaser must follow Casemet's instructions for storage.

**12.3.** The possible defect must be reported immediately after it is detected. Upon receipt of the message, the Parties shall agree on which of the following procedures is to be followed:

- a) Delivery of a new product or part thereof after a defective part has been returned.
- b) Repair of a defective product or part thereof at Casemet's sole discretion, either at the premises of Purchaser or at Casemet.
- c) Repairing of the defective product or part thereof elsewhere and reimbursement of expenses in an agreed manner.
- d) Refund of the returned product or part thereof.
- e) In the above cases, if sorting of the delivery batch is agreed upon, Casemet will reimburse the real sorting costs occurred due to machining or handling after receiving a cost report.

**12.4.** If a material supplied by a Purchaser for processing becomes defective, Casemet must replace its raw material value and manufacture a corresponding piece free of charge.

**12.5.** If the defect is caused by the material supplied or identified by the Purchaser or the incompleteness of the job descriptions, the real costs occurred shall be compensated to Casemet by Purchaser after receiving a cost report.

**12.6.** Returning a defective product and sending a replacement delivery other than in cases defined in Section 12.5, the cost of delivery to the original shipping address shall be borne by Casemet.

**12.7.** If Casemet fails to comply with Section 12.3. report to deliver a new product or to repair a defect within a reasonable time, the Purchaser shall have the right to order repairs or a new product at Casemet's expense, on the condition that it is reasonable compared to the value of the transaction. If the defect is major, the Purchaser may cancel the corresponding delivery batch and claim up to 7.5 per cent of the value of the delivery batch canceled.

**12.8.** The repaired or replaced product is given a warranty time corresponding for the duration of the original warranty period. However, this warranty is limited to 24 months from the date on which the original warranty began.

**12.9** Casemet can only be liable for any defects or damages mentioned above. Casemet shall not be liable for Purchaser's production losses, loss of profits, contractual penalties or any other direct or indirect damages unless Casemet has acted with willful intention or with gross negligence.

**12.10.** Casemet is not liable for any design or structural solution or working method based on the Purchaser's further plans for the Product.

### **13. Product Liability**

**13.1.** Casemet shall be liable for damages caused by the product to individuals or private property in accordance with applicable Product Liability Act.

**13.2.** Prior signing the contract, the Parties must clarify the coverage of their product liability insurance to ensure sufficient coverage and to avoid duplication of insurance. When assessing the insurance obligations, the riskiness of the Purchaser's final product, the value of Casemet's delivery and its share of the final product shall be taken into account.

**13.3.** The Parties shall inform each other of any specific risks they know to be related to the characteristics of their products or their future use and shall immediately inform each other if they are subject to product liability claims.

### **14. Dispute Resolution**

Disputes concerning these General Terms and Conditions which cannot be settled by negotiation shall be submitted to the court in the place where the defendant is domiciled.

### **15. Other**

We comply with the NL 17 terms for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden.