

HEXAMER OY GENERAL TERMS AND CONDITIONS OF DELIVERY

1 Scope of Application

These General Terms and Conditions of Delivery shall apply to all sales of products and/or services between Hexamer Oy (“**Seller**”) and its contractual partner (“**Buyer**”), provided that they are referred to in the Seller’s offer, order confirmation, or any other contractual document.

The Seller and the Buyer are each also referred to as a “**Party**” and together as the “**Parties**”.

These terms shall apply as primary terms and shall entirely supersede any standard terms or conditions of the Buyer.

2 Tools

If the manufacture of the product ordered by the Buyer (“**Product**”) requires a metal mold, mandrel, or equivalent (“**Tool**”), the costs related thereto shall be invoiced separately in its entirety from the Buyer. Tools shall not be used for work for any third party without the Buyer’s consent.

If the Tool is a metal mold, such Tool shall be the property of the Buyer, but it shall be kept in the possession of the Seller for the purpose of manufacturing the Products until the Buyer expressly requests in writing that the Tool shall be delivered to it. If the Buyer requests that the Tool shall be delivered to it, the Seller shall deliver the Tool to the Buyer EXW Seller’s premises INCOTERMS 2020 within a reasonable time. All drawings prepared by the Seller relating to Tools and all other related material shall remain the property of the Seller in all respects, and no ownership or intellectual property rights shall be transferred to the Buyer even if the Buyer contributes to the costs.

The Seller shall store the Tool without separate compensation for as long as it is in use. The Seller is entitled to compensation for costs arising from insuring the Tool. If the Tool is not used within twelve (12) months from its acquisition or if more than two (2) years have passed since the previous manufacture of the Product, the Seller has the right to request written instructions on whether the Tool shall (i) be scrapped or (ii) be made available for pick-up by the Buyer from the Seller’s premises. If the Buyer does not provide instructions within a reasonable time or fails to pick up the Tool within the specified time, the Seller has the right to scrap the Tool without any obligation to compensate the Buyer. If the Parties separately agree that storage shall continue beyond the aforementioned time limits, the Seller shall have the right to charge the Buyer in full for storage costs in accordance with its then-current storage price list. Unless otherwise agreed, the Buyer shall be responsible for maintenance of the Tools unless the need for maintenance results from a reason attributable to the Seller.

Samples sent to the Seller shall be disposed after two (2) months after receipt. The drawings sent in connection with a purchase by the Buyer shall prevail over other documents unless otherwise agreed.

3 Delivery Terms and Liability for Delay

Products are delivered under delivery term EXW Seller’s premises INCOTERMS 2020, or the latest version of said delivery terms, unless otherwise agreed by the Parties. Risk of loss to the Product shall transfer to the Buyer in accordance with the applicable delivery term, and the transfer of ownership shall be governed by Section 8 of these General Terms. If the Buyer is in delay with collecting the Products under an EXW delivery, the Seller shall have the right to charge the Buyer for storage and handling costs and for any other damage caused to the Seller by the delay.

The Seller shall, without undue delay, inform the Buyer if it becomes evident that the order cannot be delivered within the delivery time confirmed by the Seller. At the same time, the Seller shall inform when it is likely able to fulfil its delivery obligations. The Seller shall take all reasonable measures to meet the confirmed delivery times.

If delivery is delayed by more than two (2) weeks from the delivery time confirmed by the Seller, the Buyer shall be entitled to liquidated damages for the delay. The amount of the liquidated damages shall be two percent (2%) of the value of the delayed delivery for each commenced week of delay exceeding the two-week grace period. The maximum amount of the liquidated damages shall be twenty percent (20%) of the value of the delayed delivery.

The liquidated damages shall be the Buyer’s sole and exclusive remedy for delay by the Seller, and the Buyer shall not be entitled to any other compensation due to delay. Notwithstanding the foregoing, the Buyer shall be entitled to compensation if the Seller has neglected its duty to inform of a delay in a situation where the delay was known to the Seller or should reasonably have been known. In such a case, the Buyer shall be entitled to reimbursement of direct damages demonstrably caused by such failure to inform.

The Buyer shall be entitled to terminate the contract only if the delay is material. A delay is material if i) it has been expressly communicated at the time of contracting that delivery must take place precisely on the agreed date and the delivery is delayed beyond that date in a manner essential to the Buyer; or ii) it appears from the contract that the Buyer has no use for the Product after a certain date and delivery does not occur before such date.

The Seller shall not be liable for delay if it results from the Buyer’s delay, incomplete information, or other circumstances or conditions on the Buyer’s side or within the Buyer’s responsibility.

4 Buyer’s Responsibility for Information Provided

The Buyer shall be responsible for the accuracy of the information provided that affects the manufacture of the Products. The Buyer shall be responsible for ensuring that the Product and, inter alia, the materials used therein are suitable for their intended purpose. The Seller shall not be liable for defects in the Products that are caused fully or partially by information provided by the Buyer, and the Seller shall not be obliged to verify the accuracy or completeness of any information provided by the Buyer.

Unless otherwise agreed by the Parties, the Seller acts solely as the manufacturer of the Product and shall not be responsible for the technical design of the Product or for its suitability for the Buyer’s intended use.

5 Price and Payment Terms

The Seller’s price list includes only those items and costs expressly stated in the price list or offer. All other costs, additional work, special packaging, expedited deliveries, and other separate requirements of the Buyer shall be agreed upon and charged separately.

The price list and prices stated in offers are based on EXW delivery term (INCOTERMS 2020), unless otherwise agreed in writing by the Parties.

The payment term shall be as stated on the invoice. If a separate delay interest is not stated on the invoice, interest on overdue payments shall be determined in accordance with the Finnish Interest Act (633/1982).

The Seller shall be entitled to suspend all deliveries and release of the Products until the overdue payment or other contractual obligation of the Buyer has been fully performed. If the Buyer neglects its payment obligation and the payment is delayed beyond a reasonable additional period notified by the Seller, the Seller shall have the right to terminate the contract and claim damages.

6 Seller's Liability for Defects and Warranty

If a separate warranty has been given for the Product, the Seller shall repair, replace, or credit a defect in the Product that appears within six (6) months from delivery, unless the defect is wholly or partially caused by a reason attributable to the Buyer, such as misuse of the Product or similar circumstance, or information provided by the Buyer. The warranty requires that the purchase price has been paid in accordance with the contractual terms.

The warranty covers return costs only if the transport method indicated by the Seller is used. The warranty does not cover any other direct or indirect costs, and the Seller shall have no liability for defects in the Product other than expressly stated in this Section.

The Buyer must notify of visible defects no later than five (5) business days after delivery of the Products and notify of latent defects without delay after the defect has been discovered or should have been discovered.

7 Limitation of Liability

Under no circumstances shall the Seller be liable for any indirect or consequential damages, including but not limited to interruption of production, loss of profit, or loss of contracts. Indirect damages shall also include contractual penalties, liquidated damages, or similar payments to third parties as well as any reputational harm.

8 Retention of Title

Title to the Product shall transfer to the Buyer once the full purchase price of the Product and any possible interest on late payments and other charges arising from delayed payment have been fully paid to the Seller, unless otherwise agreed in writing between the Parties.

9 Force Majeure

The Seller shall be released from its contractual obligations without any liability for such time and to the extent that the performance is prevented by a force majeure event. Force majeure means an unusual event that the Seller could not reasonably have taken into account when entering into the contract and that is independent of the Seller. Upon the occurrence of a force majeure event, the Seller shall immediately notify the Buyer in writing.

If the force majeure event lasts longer than three (3) months, either Party shall have the right to terminate the contract with immediate effect. Such termination shall be made in writing.

10 Intellectual Property Rights

Each Party shall retain ownership of all its intellectual property rights, and nothing in these General Terms and Conditions of Delivery shall be construed as granting the other Party ownership, license, or any other right to such intellectual property.

However, the Buyer grants the Seller a limited right to use the Buyer's intellectual property rights for the purpose of

manufacturing the Products in accordance with the Buyer's requirements as separately agreed. Unless otherwise required by mandatory law, such right shall remain in force for as long as manufacture of the Products and their warranty period require.

The Buyer warrants that the manufacture of the Products in accordance with the Buyer's requirements does not infringe any third-party rights and undertakes to defend and indemnify the Seller against all costs and damages if such a claim is made.

The Buyer acknowledges that the Tool owned by the Buyer contains the Seller's intellectual property, including but not limited to the Seller's proprietary technical solutions, manufacturing methods, design solutions, and other proprietary know-how. The Buyer is granted a limited, non-exclusive, and non-transferable right to use said intellectual property to the extent necessary for managing, maintaining, and using the Tool transferred to the Buyer's ownership and for manufacturing Products or other items made using the Tool. The Buyer shall have no right to copy, reproduce, modify, decompile, make available to third parties, exploit, or use the Seller's said intellectual property for any purpose other than the limited purpose described above. The transfer of ownership of the Tool to the Buyer does not remove or restrict the Seller's right to use its own know-how, technical solutions, or other intellectual property rights in other projects, products, or customer relationships, provided that the Seller does not use confidential information received from the Buyer.

11 Confidentiality

Each Party undertakes to keep confidential all confidential information received from the other Party, as well as all information that by its nature is considered confidential, during the contractual relationship and for five (5) years after its termination.

Confidential information shall not include information:

- that is or was publicly available without breach of this confidentiality obligation;
- that was demonstrably already known to the receiving Party prior to its receipt; or
- that the receiving Party can show it has received from a third party in a situation where disclosure to others was permitted.

12 Applicable Law and Dispute Resolution

The agreement between the Parties shall be governed by Finnish law, excluding its provisions on choice of law.

Any dispute or controversy arising out of or relating to the Parties' agreement or the delivery shall be finally settled by arbitration in accordance with the Rules of the Arbitration of the Turku Chamber of Commerce. The number of arbitrators is one. The arbitration proceedings shall be held in Turku, Finland in English.

13 Other Terms

Neither Party shall have the right to assign the contract to a third party without the other Party's prior written consent.

Any amendments to the contract between the Parties must be made in writing and signed.