

GENERAL CONDITIONS OF SALE

In so far, as no other agreement has been concluded in writing, the following general terms shall apply

1. Definitions

In these conditions, the "Seller" shall mean BEWiSynbra RAW Oy, the "Buyer" shall mean the firm, person or company with whom any contract is made or to whom any quotation is addressed and the "Goods" shall mean the goods agreed to be sold.

2. Product information

Information given in data sheets, brochures and other advertising material is only given as guidance and shall not be binding upon the Seller.

3. Formation of contract

The contract shall not be binding upon the Seller until he despatches the Order Confirmation in writing.

4. Lot delivery contracts

When the agreement provides that the Goods shall be delivered in lots, each lot shall be considered a separate contract. The Buyer is not entitled to cancel the contract concerning the remaining deliveries due to delay, defect or shortfall in earlier instalment.

5. Price adjustment

5.1 Should after an agreement has been concluded, raw material prices for the relevant Goods increase or should there be a change in the rate of exchange which affects the Sellers costs of purchasing, production, conveyance and any similar measures relating to the Goods, the Seller is entitled to revise the price accordingly. The Buyer is entitled to cancel the remaining deliveries affected by such an increase of the price, unless the Seller defrays the increase himself.

5.2 Should after an agreement has been concluded, export and import duties, custom charges, taxes on export, import and delivery or similar charges increase as a result of decisions made by authorities, or if new duties, taxes and charges are introduced and implemented in respect of the relevant Goods or its conveyance, the price may be revised accordingly.

5.3 The Seller is always entitled to increase the price or change the conditions of payment by written notification to the Buyer. Should the Buyer not within a week object in writing against such increase or change, this circumstance shall be deemed as approval of the increase or the change. Should the Buyer within a week object, the Seller is entitled either to continue delivery at the price and on the conditions of payment prevailing at the time of notification of the change or to cancel the contract entirely or partly.

6. Payment

6.1 Payment shall be made by the Buyer for every separate lot/invoice according to payment terms agreed between the Seller and the Buyer.

6.2 The Seller is, before delivery, entitled to demand a guarantee in respect of correct payment of the delivery in question and for earlier delivered but not yet paid Goods, if any.

6.3 Payment after date of maturity shall entitle the Seller to an overdue charge from the maturity date until payment has been made. Payment shall be considered made when the Seller has received the remittance. By cheque payment this is the day on receipt of the cheque and by bank transfer service or postal giro service, the transfer of the payment to the Sellers account. Accrued overdue charge is invoiced monthly. Should for some reason such interest not be charged for one or several instalments this does not prevent the Seller from charging such interest for the following instalments.

7. Delivery

7.1 Quoted delivery period and delivery date are only approximate.

7.2 The delivery period shall be reckoned from one of the following points in time, whichever is the latest

- a) The date of the Sellers Order Confirmation
- b) The date on which the Seller receives from the Buyer, his agent or any authority all information and permission necessary for manufacture and delivery
- c) The date on which the Buyer shows that he, when needed, according to the contracts has opened a Letter of Credit or paid in advance.

7.3 The Seller shall not be liable for any delay of conveyance outside the Seller's control.

7.4 The point in time at which the risk for the Goods passes from one party to the other shall be determined in accordance with the "International Regulations governing the Interpretation of Commercial Terms" (Incoterms 2020) issued by the International Chamber of Commerce.

7.5 Should the Buyer fail to take delivery of the consignment at the appointed time, he shall nevertheless be liable to effect each and every payment, as if the consignments in question had been delivered. Should, irrespective of cause, the Buyer fail to take delivery at the appointed time, the Seller shall be entitled to cancel the contract by means of written notification in respect of that portion of the consignment not received due to negligence on the part of the Buyer, and to receive from the Buyer compensation for damage incurred due to negligence on the part of the Buyer.

7.6 Should the specified price in the contract mean that the Seller entirely or partly shall pay the freight the Seller is entitled to choose the mode of transportation.

8. Defects and shortfall in the goods

8.1 The quantity specified in the Order Confirmation may vary within a 10 % margin above or below agreed volume.

8.2 Should the Goods delivered be defective or subject to shortfall they shall – if so chosen by any party and if practically feasible – be exchanged for non defective Goods or the shortfall shall be filled. Should the defect not be adjusted or the shortfall not be filled within legitimate time, the Buyer is entitled to such deduction from the payment, which corresponds to the invoiced value of the defective product and/or the shortfall. The Seller's liability for defects and shortfall in the Goods are limited to that which is declared in this clause. The Seller shall have no liability for any direct or indirect damage or loss.

8.3 The Seller does not assume any responsibility for the Goods being suitable for any particular purpose, unless the Seller has stated in writing that such is the case.

8.4 The Seller does not furnish any guarantee that the Buyer, in using, reselling or handling the Goods in any other way, is not infringing on any third party's patent, registered trade mark or any other incorporeal right, and is not liable in any way to compensate the Buyer for damages and costs incurred by such infringement.

9. Complaints

The Buyer shall, at latest within two weeks after receiving the Goods, notify the Seller in writing of defects and shortfall therein, which he noticed or ought to have noticed at an adequate arrival examination of the Goods. As to defects or shortfall, which arise during transport and which the Buyer noticed or ought to have noticed, the Buyer is incumbent to immediately on arrival of the Goods inform the conveyor and the Seller in writing about the defect or shortfall, by notification on the consignment note. If the Buyer fails to fulfil his obligations according to this clause, the Buyer loses his due to the defect or shortfall arisen right.

10. Product liability

In the case of damage caused by harmful inherent vices of the Goods or information, instruction or advice given hereto, the Seller shall be liable only for personal injury, damage to property or damage to products of which the Goods constitute a part, and only if it is proven that such damage was caused by intent or gross misconduct by the Seller or someone the Seller is responsible for. The Seller shall in no circumstances be liable for loss of production, loss of profit or any other consequential damage and indirect loss. To the extent that the Seller might incur product liability towards any third party for personal injury or damage to property the Buyer shall fully indemnify the Seller unless it is proven that such damage was caused by intent or gross misconduct by the Seller or someone the Seller is responsible for.

11. Reliefs

11.1 In the event of intervention by Government, Finnish or foreign, war, labour disputes, military call-up or other difficulties in obtaining labour, scarcity of means of transport, general shortage of goods, inadequate supplies of raw materials, electric power or any other energy, delayed delivery from sub-suppliers or others, fire, damage to machinery or any other accidents at factories, shipwreck, icebound conditions or any other circumstances of any kind whatsoever beyond the control of the parties which may have an obstructive effect on the Seller's power to effect delivery and/or the Buyer's power to take delivery, the Seller and/or the Buyer are entitled to postpone the delivery for the time required to nullify the effect of any such circumstance. Should this period exceed two months, each party has the right to cancel, wholly or partly those deliveries which should have taken effect during the period mentioned.

11.2 If any one of several deliveries must be postponed in consequence of hindrances specified above, subsequent deliveries may be postponed correspondingly.

11.3 Any party who wishes to avail himself of the rights mentioned above shall notify the other party in writing to that effect without delay.

11.4 Neither party is responsible for damage or loss which may be caused to the other party in consequence of deliveries being postponed or cancelled under the aforementioned conditions.

12. Dispute

Any dispute arising from this agreement shall be finally settled by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce. Any arbitration procedure arising from points 13-18 shall take place in the country of the Buyer.

13. Retention of title

Should delivery have been made before payment of the whole sum payable under the contract, Goods delivered shall, to the extent permitted by the law of the country where the Goods are situated after delivery, remain the property of the Seller until such payment has been effected. If such law does not permit the Seller to retain the property in the Plant, the Seller shall be entitled to the benefit of such other right in respect thereof as such law permits him to retain. The Buyer shall give the Seller every assistance in taking any measures required to protect the Seller's right of property or such other rights as aforementioned.

14. Eigentumsvorbehalt (nur für Verkäufe in oder nach der Bundesrepublik Deutschland)

Alle von uns gelieferten Waren bleiben bis zur völligen Bezahlung unserer sämtlichen Forderungen einschliesslich des Ausgleichs eines Kontokorrentsaldos unser Eigentum. Dieser vorbehalt erfasst auch gegebenenfalls bezogen auf einen Miteigentumsanteil gemäss §§ 947, 948 DDG – durch Verarbeitung, Vermischung oder Verbindung der Vorbehaltware entstehenden Erzeugnisse, welche der Käufer für uns verwahrt. Mit der Annahme unserer Waren tritt der Käufer bis zur völligen Bezahlung unserer sämtlichen Forderungen seine Forderungen gegen seine Abnehmer mit allen Nebenrechten an uns ab, soweit diese Forderungen aus der Veräusserung von Waren erwachsen, auf die sich unser Eigentum bzw unser Miteigentum erstreckt.

Solange der Käufer in der Lage ist, seinen Verpflichtungen uns gegenüber vereinbarungsgemäss nachzukommen, ist er berechtigt, über unser Vorbehaltseigentum und über unsere Forderungen im ordentlichen Geschäftsgang zu verfügen, aussergewöhnliche Verfügungen, insbesondere Verpfändungen, Sicherungsübereignungen und – abtretungen sind unzulässig. Zugriffe Dritter auf die uns gehörenden Waren und zustehenden Forderungen sind uns vom Käufer unverzüglich anzuzeigen.

Übersteigt der Wert der uns gegebenen Sicherungen unsere Forderungen um insgesamt mehr als zwanzig (20) Prozent, so sind wir auf Verlangen des Käufers insoweit zur Freigabe verpflichtet.

15. Claude se réserve de propriété (pour ventes aux clients Français)

En dérogation à l'art 2 ci-dessus, nonobstant le moment du transfert des risques, le transfert de la propriété à l'Acheteur des produits d'une sommande donnée ne s'opère qu'a reception par la Vendeur du paiement complet à la ou aux échéances convenues de ladite commande.

En cas non respect par l'Acheteur de la ou d'une échéance de paiement convenue, le Vendeur aura le droit de reprendre immédiatement des mains de l'Acheteur, et aux frais de celui-ci, le produit objet de la commande jusqu'à concurrence du montant impayé, sans autres formalités qu'une mise en demeure par lettre recommandée avec un préavis de sept (7) jours. Pour toute commande ou l'Acheteur acquiert les produits du Vendeur pour revente ou distribution, le Vendeur autorise expressément l'Acheteur a revendre les produits avant leur transfert de propriété sous réserve que les produits soient alors vendus par l'Acheteur pour le compte du Vendeur et, qu'en cas de retard ou de cessation de paiement du fait de l'Acheteur, celui-ci ait fait en sorte, vis-a-vis du tiers acquéreur, que les créances reçues ou à recevoir de la revente appartiennent de plein droit au Vendeur.

16a. (A) Claude se réserve de propriété (pour ventes aux clients Belges et Néerlandais)

En dérogation de la disposition de l'article 12 ci-dessus, et sans préjudice de ce qui est prévu dans ladite disposition concernant le moment du transfert à l'Acheteur des risques concernant les biens vendus, le transfert à l'Acheteur de la propriété des biens vendus ne s'opère qu'au moment ou toutes les sommes dues par l'Acheteur en raison de l'achat sont payees intégralement. Entretemps, l'Acheteur pourra utiliser les biens vendus seulement dans le cadre de l'usage normal de ceux-ci par son entreprise.

En cas de non paiement par l'Acheteur a la date d'échéance les motants dus à telle date selon convention, le Vendeur aura, par la seule échéance du terme de paiement, le droit de reprendre immédiatement aux frais de l'Acheteur les biens vendus de plein droit et sans mise en demeure, sommation ou avis préalable où autre formalité, et sans préjudice des autres droits de l'Acheteur en raison de non paiement par l'Acheteur.

16b. (B) Eigendomsvoorbehoud (voor verkopen aan Belgische en Nederlandse klanten)

In afwijking van het bepaalde in Artikel 12 hierboven, doch zonder hoe dan ook afbreuk te doen aan het daarin bepaalde inzake het tijdstip van de risico-verdracht aan Koper met betrekking tot de verkochte goederen, gaat de eigendom van de verkochte goederen pas over op Koper op het tijdstip waarop alle door Koper uit hoofde van de aankoop verschuldigde sommen volledig zijn betaald. Intussen mag Koper de verkochte goederen aanwenden uitsluitend binnen het kade van het normal gebruik ervan door zijn onderneming.

In geval van niet betaling door Koper op de vervalddag van de alsdan volgens overeenkomst te betalen bedragen, zal Verkoper, door het enkel feit van het vervallen van de betalingstermijn, gerechtigd zijn

dadelijk de verkochte goederen op kosten van Koper terug te nemen van rechtswegge en zonder enige voorafgaande ingebrekestelling, aanmaning, verwittiging of enige andere formaliteit en zulks onverminderd Verkoper's overge rechten wegens niet of niet tijdige betaling door Koper.

17. Clausola risolutiva (per vendite a clienti Italiani)

Data la essenzialita del termini di pagamento, il contratto sara risolto di diritto in caso di mancato pagamento in detti termini.

18. Eigentumsvorbehalt (nur für Verkauf in oder nach Österreich)

Alle von uns gelieferten Waren bleiben bis zur völligen Bezahlung unserer sämtlichen Forderungen zuzüglich Nebenansprüche einschliesslich des Ausgleichs eines Kontokorrentsaldos unser Eigentum. Dieser vorbehalt erfasst auch - gegebenenfalls bezogen auf einen Miteigentumsanteil gemäss den diesbezüglichen Bestimmungen des ABGB - durch Verarbeitung, Vermischung oder Verbindung der Vorbehaltsware entstehenden Erzeugnisse, welche der Käufer für uns verwahrt. Mit Annahme unserer Waren tritt der Käufer bis zur völligen Bezahlung unserer sämtlichen Forderungen samt Nebenansprüchen seine Forderungen gegen seine Abnehmer mit allen Nebenrechten an uns ab, soweit diese Forderungen aus der Veräusserung von Waren erwachsen, auf die sich unser Eigentum bzw. unser Miteigentum erstreckt.

Solange der Käufer in der Lage ist, seinen Verpflichtungen uns gegenüber vereinbarungsgemäss nachzukommen, und diesen auch tatsächlich nachkommt, ist er berechtigt, über unser Vorbehaltseigentum und seine uns abgetretenen Forderungen im ordentlichen Geschäftsgang zu verfügen; aussergewöhnliche Verfügungen, insbesondere Verpfändungen, Sicherungsübereignungen und – abtretungen sind unzulässig. Zugriffe Dritter auf unser Vorbehalts – (Mit-) Eigentum und uns zustehende Forderungen sind uns vom Käufer unverzüglich anzuzeigen, alle uns erwachsenen Kosten der Beseitigung Zugriffe Dritter sind uns vom Käufer sofort zu ersetzen.

Bei Zahlungsverzug des Käufers, Eröffnung eines Insolvenzverfahrens und dgl, sind wir berechtigt, in unserem (Mit-) Eigentum stehende Ware zurückzuholen und zwar nach unserer Wahl zwecks Sicherheitsverwahrung bzw. gegen Rücktritt vom Kaufvertrag.

Übersteigt der Wert der uns gegebenen Sicherungen nach unserer Bewertung unsere Forderungen samt Nebenansprüchen um insgesamt mehr als zwanzig (20) Prozent, werden wir insoweit auf Verlangen des Käufers zur Freigabe bereit sein.