

VARMWOOD / NORDIC TIMBER LABS OY - SALES AND DELIVERY CONDITIONS

1. APPLICATION

- 1.1 For any delivery from Varmawood / Nordic Timber Labs Oy ("the Seller"), the sales and delivery conditions apply, unless otherwise agreed in writing between the parties.

2. OFFER VALIDITY

- 2.1 Offers from the Seller expire after 30 days, unless otherwise stated.

3. SALES MATERIAL AND TECHNICAL GUIDANCE

- 3.1 Brochures, price lists, free guidance, etc., as well as information on goods' dimensions, weight and other special properties should be obtained by the buyer before using the goods. Such information is indicative only.
- 3.2 Technical guidance is exclusively a free service to the buyer, for which the Seller assumes no responsibility.
- 3.3 The Seller assumes no responsibility for any errors or information in written material provided about the products, prepared by the Seller's supplier.

4. PAYMENT TERMS

- 4.1 The Buyer's purchase price, including all taxes and fees, is paid by the buyer 10 days after goods is ready for pick-up, unless otherwise agreed.
- 4.2 Any cash discount is not calculated from VAT and taxes.
- 4.3 In case of late payment, late payment interest is calculated at 1.5% per month.
- 4.4 Failure to pay after the set due date could result in surrender to a lawyer without further notice, and the lawyer would be able to collect collection costs.

5. DELIVERY

- 5.1 All prices are valid Ex Works (EXW) Nordic Timber Labs Oy / Varmawood facility in Nastola, Lahti.

6. DELIVERY TIME AND DELAYS

- 6.1 The delivery times stated by the Seller are only approximate until the final delivery time is confirmed by the Seller. If the delay in delivery is due to some circumstances, which according to section 9 constitutes a reason for exemption from liability or is due to the buyer's circumstances, the delivery time is extended to the extent deemed reasonable in the circumstances.
- 6.2 The Seller has no responsibility for indirect losses that a possible delay may cause, including operating losses, lost earnings, and other consequential economic losses. The Seller's liability for any other losses can never exceed an amount corresponding to the price of the individual order for which the loss has been incurred.
- 6.3 Additional terms and conditions regarding order and delivery, see *Varmawood Order & Delivery Instructions*. In the event of any conflict or inconsistency between the provisions of this document and the referenced document, the provisions of this document shall prevail.

7. RESPONSIBILITIES FOR DEFECTS AND COMPLAINT RESOLUTION

- 7.1 The buyer must immediately upon receipt and before the goods are put into use, review the delivered goods to ensure that it is free of defects. Complaints about defects must be made in writing to the Seller within 8 days of delivery. If the buyer does not comply with this deadline, the right to exercise any rights of deficiency shall cease. The buyer must immediately stop further processing of the goods if defects are found.
- 7.2 It is the buyer's responsibility to investigate whether the goods are suitable for their intended use, including the processing to which the goods must undergo. The buyer is thus obliged to check e.g., measurements, quantity, and quality, including the moisture content of the wood, before the product is processed or used.

- 7.3 The Seller has no responsibility for indirect losses that any liability for defects may cause, including operating losses, lost earnings, and other consequential economic losses. Expenses for labour wages and expenses in connection with the replacement of the product eligible for complaint are not covered.

- 7.4 The Seller's liability for any other losses can never exceed an amount corresponding to the price of the individual order for which the loss has been incurred.

- 7.5 The Seller shall deliver the product with an average moisture content (MC) per wood pack of 8-16%. The target MC is depending on wood species or as agreed in writing between the parties. The moisture content delivered by the Seller is valid per the pick-up point by the buyer, the Seller assumes no responsibility for changes in moisture content after this point. The buyer acknowledges that there is a natural variability of moisture content within each package.

- 7.6 The buyer acknowledges that all products supplied by the Seller may exhibit powder marks and salt extractions, which are inherent characteristics of the product supplied by the Seller's supplier. The buyer also acknowledges that the visual profile of the products may change, which is a natural reaction to an increased product density after impregnation. The Seller makes no warranty against these characteristics and shall not be held liable for any issues arising from them.

8. GUARANTEE

- 8.1 A possible guarantee given by the Seller only includes the guarantee given by the Seller's supplier for the item in question. Specifications, instructions, and instructions of any kind, as well as information about the product's dimensions, weight and properties introduced in catalogues, brochures, etc. or communicated orally, are only binding when these are expressly stated in the order confirmation. Any assistance with technical guidance is exclusively a service for which no liability can be asserted.

9. PRODUCT LIABILITY

- 9.1 The Seller assumes no responsibility for damage to persons or goods beyond what follows from invariable legal regulations to which the Seller is subject in Finland, and then only to the extent that it follows from such legal regulations. The Seller is not responsible for indirect damage, consequential damage, operating and profit loss or the like.
- 9.2 To the extent that the Seller may be held liable in connection with the use that the buyer chooses, including resale, the buyer is obliged to indemnify the Seller for the liability that the latter may thereby incur.
- 9.3 The period of responsibility is a maximum of 1 year. The Seller's liability for product damage can never exceed the sum covered in the Seller's product liability insurance.
- 9.4 The buyer is obliged to be sued by the same court that deals with compensation claims against the Seller in connection with the goods sold. However, the mutual relationship between the Seller and the buyer must always be determined in accordance with section 10 if agreement between the parties cannot be reached.

10. FORCE MAJEURE

- 10.1 The Seller cannot be held liable for losses caused by circumstances over which the Seller is not in control, and the occurrence of which the Seller could not or should not have considered when concluding the agreement, including - but not limited to - power outages, labor conflict as well as the subcontractor's delay or his bankruptcy or suspension of payments. The same applies to any other circumstance over which the parties have no control, such as fire, war, mobilization or military conscription of a similar scale, seizure, currency restrictions, riots, restrictions on motive power as well as lack of means of transport and general scarcity of goods, strike or other stoppage of work.

11. GOVERNING LAW AND JURISDICTION

- 11.1 These general sales and delivery conditions shall apply to any dispute between the parties, but if a matter is not mentioned in the delivery conditions, General Conditions for Building Contracts, YSE 1998 with subsequent supplementary amendments, and otherwise Finnish law, apply.
- 11.2 Disputes arising from the purchase agreement, or these sales and delivery conditions may, at the Seller's option, be submitted to judicial review or finally settled by arbitration in accordance with Finnish law.