General Terms And Conditions Of Sale 3.11.2026

1. Scope of Application

These General Terms and Conditions of Sale shall govern the offering, sale and delivery of all goods sold by Avesco Oy or any of its affiliates (hereinafter "Seller") to its customers (hereinafter "Buyer"), unless specifically agreed otherwise in writing between the Seller and the Buyer.

2. Conclusion of a Sale

2.1 The Offer

The Seller's offer is valid for the period stated in the offer. If the period of validity has not been stated in the offer, the offer is valid for thirty (30) days from the date of offer.

The offer, related pictures, diagrams, calculations, and other documents, as well as the rights thereto, remain the property of the Seller. The recipient of the offer shall not have the right to use such documents to the detriment of the Seller, disclose information about them to a third party or use the customised technical solutions included in the offer. Unless stated otherwise in the offer, the price stated in the offer is based on foreign exchange rates valid at the date of offer.

2.2 Conclusion of a Contract of Sale

A contract of sale is deemed to have been concluded when the Buyer notifies the Seller that it accepts the Seller's offer. In other cases, a sale is deemed to have been concluded when the Seller has confirmed the order or delivered the goods. In the event that the Buyer's order differs from the Seller's offer, a contract of sale is deemed to have been concluded on the terms of the offer unless the Seller has confirmed otherwise in writing. The offer is valid subject to advance bookings.

3. Obligations of the Seller

3.1 Period of Delivery

Unless otherwise agreed, the period of delivery commences on whichever is the latest of the dates listed below:

a) on the date the contract of sale is concluded;

b) at the receipt by the Seller of the approval of the authorities should an approval be required for the sale;

c) when an agreed security or advance payment has been provided; or

d) when the Buyer has provided information necessary for delivery.

3.2 Terms of Delivery

Unless otherwise agreed, the delivery complies with Finnterms 2020. Unless otherwise agreed by a delivery clause, the goods are collectible at the Seller's warehouse on a date or at a time agreed, or if no time has been specified, within reasonable time.

3.3 Liability for Risks

Unless otherwise provided, the Buyer assumes liability for risk of the goods once the goods have been delivered to the Buyer or to an independent carrier for delivery in accordance with the contract of sale.

If the goods are not delivered at the agreed time due to a reason for which the Buyer is responsible, the Buyer assumes liability for the risk of the goods once the Seller has fulfilled its obligations for delivery in accordance with the terms of the contract of sale.

3.4 Guarantee

Unless otherwise agreed, the guarantee given by the manufacturer shall apply to new goods that are sold. If the sold goods are used goods, a guarantee of repair shall only be given upon separate written agreement between the Buyer and the Seller. The Seller's guarantee shall only extend to repair of the goods as specified in the terms of guarantee.

3.5 Properties of the Goods

The Seller is liable for the quality and other properties of the goods in accordance with the information expressly given by the Seller in the contract of sale. The Seller is not liable for the suitability of the goods to the use intended by the Buyer.

3.6 Delay

The Seller must notify the Buyer immediately upon receiving information of a delay. The notification shall state the reason for the delay and a new date when delivery can be expected. If the manufacturer or person from whom the Seller acquires the goods has failed to fulfil its agreement, thus resulting in a delay of delivery by the Seller, the Seller is not obliged to compensate the Buyer for any loss that may be incurred as a result of the delay. If the goods are not delivered or delivered late for reasons which are not due to the Buyer or due to any circumstances for which the Buyer is responsible, the Buyer is not entitled to request delivery if there has been a change of circumstances that materially alter the contractual responsibilities originally agreed upon.

If delivery is delayed due to the negligence of the Seller, the Buyer may claim provable direct damages. Unless otherwise agreed, damages shall not exceed 0.5 per cent of the value of the delayed goods for each full week subsequent to the delivery date subject to maximum damages of 5.0 per cent of the value of the delayed goods.

3.7 Indirect loss

The Seller is not liable to compensate for indirect losses such as production loss, loss of profit or other consequential economic loss incurred by the Buyer as a result of delay or faulty delivery.

4. Obligations of the Buyer

4.1 Purchase Price

The purchase price is the price agreed upon by the parties. If a price has not been agreed upon, the purchase price is the market price charged by the Seller. Notwithstanding the aforementioned, the Seller is entitled to adjust the purchase price in accordance with the provisions set forth in clause 4.3 of these General Conditions of Sale.

4.2 Terms of Payment

Unless otherwise agreed, the terms of payment are determined by the general conditions of payment used by the Seller. In the event of delivery from the warehouse, the period of payment commences from the date of the invoice and in the event of delivery from the factory (ex works), from the date of delivery.

If the purchase price has not been paid by the deadline for reasons not due to the Seller, the Seller is entitled to delay further deliveries until outstanding invoices have been paid or an acceptable security has been provided. The Seller is also entitled to refrain from deliveries if the Buyer has notified, or it is otherwise evident, that the Buyer's payment will be seriously delayed. The Buyer is not entitled to claim for compensation for such delays.

4.3 Adjustment of the Purchase Price

The Seller reserves all rights to adjust the purchase price should foreign exchange rates, import levies or other charges independent of the Seller, taxes or other fees under public law change before the Buyer makes the payment. In the event of foreign exchange rates affecting the purchase price, the Seller is entitled to adjust the euro-denominated price on a pro rata basis to the change in exchange rates in respect of the price that the Seller has not received by at least one business day prior to the date at which the change occurred. In this context, business day means a day on which Finnish banks sell foreign currency. In the event of a change in the foreign exchange rate, the exchange rate of the date of payment is to be compared with the exchange rate of the date of the offer. If the parties have agreed to apply a different exchange rate after the date of the offer, the exchange rate agreed upon will be used instead of the rate on the date of offer. If the foreign exchange rate changes after the maturity date of the invoice and the purchase price has not been paid in full, the minimum price in euros is determined according to the exchange rate at the maturity date.

4.4 Penalty Interests and Collection Costs

If the payment is delayed, the Buyer is obligated to pay compensation for the period of delay to the Seller from the maturity date. The compensation is in accordance with the interest rate applied by the Seller at any given time. The Seller is also entitled to receive reasonable collection costs from the Buyer.

4.5 Delayed Delivery owing to the Buyer

The Seller is entitled to compensation for the period of delay in accordance with section 4.4 above if the Seller has to postpone the delivery due to reasons of the Buyer. Additionally, the Seller is also entitled to compensation for other costs such as foreign exchange rate losses, storage costs and any loss resulting from the goods becoming obsolete.

4.6 Security

If the parties agree that the Buyer provides a security to the Seller, the security must be given before delivery of the goods commences.

4.7 Complaints and Rectification of Non-Conformities

If delivery does not conform in part, the Buyer must notify the Seller in writing within eight (8) business days of the date of delivery. The Seller is entitled to either rectify the non-conformity or to supply new goods. The Buyer is not entitled to require a new delivery if there has been a change in circumstances that materially alters the contractual obligations originally agreed upon.

5. Termination of the Contract

5.1 The Right of the Buyer to Terminate the Contact

The Buyer is entitled to terminate the sales contract if the delivery by the Seller differs essentially from what has been agreed upon and, notwithstanding the Buyer's written comments, the non-conformity is not rectified or new goods in accordance with the contract are not delivered within a reasonable time, or if delivery is delayed for reasons due to the Seller to the extent that it causes the Buyer unreasonable inconvenience. f the goods subject to the contract have been produced or acquired especially for the Buyer in accordance with the Buyer's wishes and instructions, and the Seller is unable to use the goods in any other way without considerable loss, the Buyer may terminate the contract because of delay due to the Seller only in the event that such delay results in the Buyer's essential failure to achieve the purpose of the contract. If the Buyer is entitled to terminate the contract, the Buyer may claim damages for the direct loss suffered, up to a maximum of 15% of the sales price of the goods, exclusive of tax. However, the Buyer is not entitled to compensation if the Buyer has terminated the contract due to a change in the delivery time by the Seller in accordance with clause 3.6, for example due to general unavailability or a shortage of components on the market.

5.2 The Right of the Seller to Terminate the Contact

The Seller is entitled to terminate the contract or a part thereof that applies to goods not yet received by the Buyer if the Buyer fails to make a payment within the deadline for reasons not due to the Seller and if the delay in payment is serious. The Seller is also entitled to terminate the contract if the Buyer has notified, or it is otherwise evident, that the Buyer's payment will be seriously delayed. Furthermore, the Seller is also entitled to terminate the contract if the Buyer fails to contribute to the fulfillment of the contract as agreed or otherwise as could reasonably be expected and within the deadline imposed by the Seller.

The Seller shall have the right to terminate the sale if the Buyer has not collected or accepted delivery of the goods within eight (8) days after a request from the Seller to collect or accept the delivery of the goods. The Buyer is liable to pay damages of no less than 10 % of the purchase price of the goods if the Buyer terminates the purchase without acceptable grounds, or if the Seller terminates the sale due to the Buyer's breach of contract.The Seller is also entitled to terminate the contract, without any liability to compensate the Buyer, if import of the goods becomes impossible, impractical or substantially more expensive than the Seller had calculated, due to an international agreement binding on Finland or to some other import restriction or legislation or actions imposed by an authority in Finland (including but not limited to import quotas and limitations or increased customs duties).

5.3 Force Majeure

The Seller is not required to fulfil the contract if delivery of the goods or part thereof is prevented by natural obstacle, fire, mechanical breakdown or similar malfunction, strike, lockout, war, mobilisation, prohibition on imports or exports, lack of transport, discontinuation of production, traffic disruption or similar obstacle that is outside the Seller's control. The Seller is not required to fulfil the contract when this would require sacrifices by the Seller that are unreasonable compared to the resulting benefit to the Seller. The Seller is not required to compensate the Buyer for any loss resulting from failure to fulfil the contract and the Seller is also entitled to terminate the contract if a force majeure is in effect.

6. Insurance

The parties are responsible for insuring the goods in accordance with the division of responsibility indicated in the terms of the agreed delivery. Other insurances are subject to separate agreement between the parties.

7. Liability for Damages Caused by the Goods

The Seller is not responsible for damages caused by the user connecting the goods or using the goods in any other way than their general intended use.

The Seller is not liable for any indirect loss and the Seller's liability for direct damage is limited to the purchase price paid by the Buyer.

If the goods are in possession of the Buyer or the Buyer has assigned the goods over to a third party, the Seller may not be held liable for any damage to

a) movable or immovable property or the consequences of such damage

b) products manufactured by the Buyer or to products containing a product manufactured by the Buyer.

Limitation of liability does not apply in the event of gross negligence on behalf of the Seller.

The Buyer will indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards a third party for any damage or loss for which the Seller is not liable towards the Buyer according to clauses a) and b) set out above. If a claim for loss or damage as described in this section is raised by a third party against either the Buyer or the Seller, the party receiving the claim must immediately notify the other party thereof in writing.

8. Transfer of Title

The title and right of ownership to the goods belongs to the Seller until the full purchase price is paid and the Buyer shall not have the right to reassign the property, attach it to other property or otherwise control the property in a manner similar to that of an owner.

9. Notices

All notices must be given in writing, and the sender is responsible for the delivery of notices sent to the other party.

10. Used goods

Used goods are sold in the condition they are in at the conclusion of the sale and the Buyer shall be given the opportunity to inspect the goods. The Seller is not responsible for possible flaws unless the Seller has agreed in writing to a specific guarantee of repair in accordance with section 3.4.

11. Article of exchange

The right of ownership to an article of exchange set as payment of the purchase price or a part thereof is transferred to the Seller when the Buyer delivers the article of exchange into the Seller's possession. The article of exchange shall be delivered to the Seller at latest when the Seller hands over the goods being sold to the Buyer. The Buyer shall be obliged to transfer possession of the article of exchange in the same condition and containing the same equipment as when inspected by the Buyer. If the article of exchange differs from its inspected condition, with the exception of normal wear and tear, the price of the article of exchange shall be reduced correspondingly. The Buyer is responsible for the article of exchange being fully paid for as well as owned and used by the Buyer. The Buyer is responsible for the article of exchange being free of mortgages and not subject to distraint. The Buyer is responsible for paying all taxes and insurance premiums for the article of exchange prior to the transfer of possession. The Buyer is responsible for submitting all documents required for registration of the article of exchange to the Seller.

12. Sanctions

The Buyer ensures compliance with all applicable export controls and sanctions laws and regulations and guarantees that neither the Buyer nor its contractually related holding companies, agents, ultimate beneficial owners, shareholders, directors, members of supervisory and management bodies, employees, or any other third parties are included in any applicable sanctions lists as a prohibited or restricted party. The Buyer represents and warrants that it is purchasing the Equipment as the end user. The Buyer shall not register, deliver or transfer the Equipment to a sanctioned country or person.

If the Seller becomes aware that the Buyer is, or will be, in violation of any export or sanctions laws as a result of the performance of the Agreement, the Seller shall be entitled to terminate the Agreement immediately and unilaterally without refunding any amounts paid by the Buyer pursuant to the Agreement.

13. Transfer of information

The seller has the right to disclose information relating to the purchased goods or their use to the seller's suppliers and subcontractors for the purpose of manufacturing, producing, supplying and offering the seller's services and goods.

14. Settlement of Disputes

Disputes arising from this transaction shall be settled in the District Court of Helsinki, unless otherwise agreed. Finnish Law, excluding its choice of law provisions, shall be applied to the sale and its terms and conditions. The applicability of the 1980 Vienna Convention on the International Sale of Goods is excluded.

15. Validity

As of 3rd of November 2026, these General Conditions of Sale of Avesco Oy shall apply until further notice and replace any existing terms and conditions.