

## 1. Scope

These terms shall apply to all sales agreements and deliveries of Foamit foam glass aggregate products, manufactured by Uusioaines Oy (hereinafter referred to as the "seller") with its customers (the "buyer"), unless the seller and the buyer have expressly agreed otherwise in writing or by email.

## 2. Closing of the Sale

### 2.1 Offer

The seller's offer is valid for 30 days, unless stated otherwise in the offer. The technical specifications of the product associated with the offer are the property of the seller, and the seller retains the ownership and all rights of use. The buyer may not, without the seller's express consent, use, copy or disclose the technical specifications to a third party.

### 2.2 Conclusion of Contract

A sales agreement binding on the parties arises when the buyer accepts the offer made by the seller and the seller provides the buyer with a written order confirmation. The contract shall then be considered to have been concluded under the terms of the seller's order confirmation. The buyer is obliged to inspect the order confirmation and notify the seller of any errors or shortcomings it may have identified within seven (7) days of receipt of the order confirmation, and in any case, prior to the delivery of the order to the buyer.

A contract is also considered to have been concluded when the seller has confirmed in writing the order, the time and method of delivery, and the quantity and technical specifications of the product, or delivered the products to the buyer.

### 2.3. Monthly Forecasts of Delivery Volumes

If the parties agree that the products are delivered in several batches, the seller may require a written forecast from the buyer on the distribution of delivery volumes during the delivery period. The obligation of the buyer to provide the seller with such forecasts is further defined in the seller's offer to the buyer.

The seller shall not be responsible for any delay in delivery if the buyer has not provided the seller with the forecast referred to in this section.

## 3. Obligations of the Seller

### 3.1 Delivery Time and Delivery Conditions

Depending on the contract, either Incoterms 2020 EXW, FCA or DPA is applied to deliveries. The applicable delivery condition shall be set out in the order confirmation provided by the seller.

In general, the delivery time is from one to three business days from the seller's order confirmation to the buyer. The applicable delivery time for larger deliveries is set out in the offer provided by the seller to the buyer. The seller will indicate the exact delivery time prior to the delivery. The minimum delivery batch is 20 m<sup>3</sup>. The maximum load of a single delivery batch shall be determined at any given time

by the seller's available transport equipment, however not exceeding 150 m<sup>3</sup> (DAP) in any case.

### 3.2 Passage of Risk

The risk passes to the buyer in accordance with the delivery condition applicable to the delivery.

### 3.3 Delay

If the delivery is delayed due to a reason attributable to the seller, the seller must inform the buyer of the delay and the new delivery time. If the delay is caused by the seller's negligence, the buyer shall be entitled to damages of 0,5% of the value of the delayed delivery batch per each full week of delay, however, no more than 5% in total of the value of the delivery batch in question. The buyer is not entitled to any other compensation unless the seller has acted intentionally or out of gross negligence. The buyer is also not entitled to any damages because of a delay, if the buyer has failed to carry out their obligations under section 2.3 with respect to forecasts for delivery volumes, if the seller has not confirmed the feasibility of the forecasts, or if the forecasts are exceeded.

The seller is not liable for any delay caused by a force majeure. Situations considered as force majeure shall be conditions such as war, rebellion, ban on exports or imports, natural disasters or exceptional weather conditions that materially impede supply, interruption of general transport or energy distribution, fire or labour conflict or other causes out of the seller's control.

The above also applies to a situation where the procurement of raw materials, supplies or equipment necessary for the manufacture of the products become difficult or delayed from any of the aforementioned obstacles outside the control of the seller, and the seller cannot without unreasonable costs or loss of time carry out the procurement from elsewhere.

### 3.4 Defective Products

The seller is responsible for ensuring that the products correspond to the technical specifications that the seller has provided to the buyer at the time of the order. The general product description and safety data sheet for Foamit foam glass aggregate products are available at [www.foamit.fi/products/](http://www.foamit.fi/products/).

If the products delivered do not conform with the agreed specifications, the seller is primarily entitled to replace the defective products. The defective products shall remain under the ownership of the seller. The seller has the right to take samples of the products alleged to be defective for testing prior to the delivery of a new batch or any claim by the buyer. The seller is not responsible for any indirect and/or consequential damage to the buyer, unless the seller is demonstrated to have caused the damage intentionally or out of gross negligence. The seller's liability for damages is always limited to the price of each delivery batch. For the sake of clarity, in the case of any damage resulting from delays, section 3.3 applies.

### 3.5 Warranty

The seller's warranty is always limited to replacing the defective products with flawless products.

## 4. Obligations of the Buyer

### 4.1 Payment

The buyer shall be obliged to pay the purchase price agreed in the order confirmation or otherwise in writing within 14 days of delivery, unless otherwise agreed in writing. In addition, the buyer is obliged in every other way to contribute to the delivery and performance of the seller. The buyer is obliged to take delivery of the products to be delivered at the time of delivery indicated by the seller. The buyer is obliged to compensate the seller for all such damage and expenses incurred as a result of the buyer failing to comply with its obligations. The price of the material is indicated in EUR/bulk m<sup>3</sup> or EUR/1 m<sup>3</sup> per flexible intermediate bulk container (FIBC). In addition, freight and/or unloading costs will be charged in accordance with the applicable delivery condition. VAT according to the valid tax rate is applied to the total sum of the invoice.

The seller may require a security or the payment of a part of the purchase price prior to the delivery. If the buyer fails to pay the partial purchase price, the seller has the right to suspend also an already commenced delivery until the due part of the purchase price has been paid, and the security for payment of the total price is put up. If the payment delay has lasted more than 30 days, the seller has the right to terminate the contract with immediate effect.

In case of a payment delay, the buyer is obliged to pay a default interest of 15%. The seller retains the ownership of the products until all invoices are paid in full. During this period, the products may not be installed or otherwise used by the buyer, and the products should be stored separately so that they do not become mixed with the buyer's other products or property.

The buyer is obliged to reimburse the seller in full for the costs of cancelling or delaying an ordered delivery batch.

### 4.2 Reception and Inspection of the Delivery

The buyer is responsible for ensuring that the delivery address and driving instructions given in advance are correct at the time of the delivery. The transport of the delivery is carried out by articulated vehicles arranged by the seller unless agreed otherwise. The driveability, load capacity and accessibility of the roads at the site and leading to the site are the responsibility of the buyer. The seller is entitled to charge the buyer for all additional expenses incurred due to the deviations in the road and unloading conditions of the site. At the site, the buyer must without delay indicate the location for unloading. If the load cannot be unloaded within one (1) hour of the arrival of the delivery vehicle at the site due to reasons attributable to the buyer, the seller shall be entitled to charge EUR 37 (0% VAT) for each starting half

hour as a waiting charge. The buyer shall be represented at the site of reception (DAP).

A collection date under EXW terms shall be agreed upon when placing an order. The driver must cover the load as appropriate at any given time to prevent the cargo products from falling.

The buyer must inspect the received delivery batch without undue delay. For any immediately noticeable defects, the reclamation shall be made in writing no later than three (3) days after the delivery, at the risk of the buyer losing the right to invoke the defect of the products. If the defect in the delivery is only detectable at the installation stage, the reclamation shall be made no later than seven (7) days after installation or after the defect has been detectable. The buyer forfeits its right to reclamation if the products are used before the seller has been given a reasonable opportunity to examine the allegedly defective delivery.

The buyer is responsible for the correct storage of the products intended for indoor use so that the supplied products are protected from moisture. In addition, a buyer acting as a retailer is obliged to instruct end customers of the correct storage of the products intended for indoor use. The seller is not liable for damages caused by the improper storage of the supplied products. The buyer is also responsible for transporting, storing and packaging products intended for indoor or outdoor use in such a way that no external substance or material is mixed with the products.

### 4.3 Intended Use of Foam Glass Aggregate Products,

#### Design

The seller is not responsible for planning construction projects or obtaining any regulatory permits. The seller is in no event responsible for the use of the products for experimental purposes. The seller's responsibility covers only the delivery of products to the buyer. The buyer is obliged to comply with the instructions provided by the seller when installing and using the products.

## 5. Amendments

The seller has the right to amend these terms and conditions if necessary. The seller shall notify the buyer in writing at least 30 days prior to the entry into force of the amendments.

## 6. Applicable Law and Dispute Resolution

Any disputes concerning orders and deliveries shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be Finnish. However, at its discretion, the seller has the right to bring a dispute between the buyer and the seller, or a claim for recovery of unpaid debt before the district court of the buyer's domicile.



**Uusioaines Oy**

PL 120, 30101 Forssa, p. (03) 4243100

[www.foamit.fi](http://www.foamit.fi), [www.uusioaines.com](http://www.uusioaines.com)