

SONEPAR SUOMI OY

TERMS AND CONDITIONS OF SALE TO BUSINESS CUSTOMERS

from 2 May 2022 onwards

1. Scope and Confidentiality

These terms and conditions of sale are valid until further notice, and they supersede terms and conditions of sale dated 01/2022. The terms and conditions of sale apply to trade between Sonepar Suomi Oy (hereinafter "**Sonepar**") and the business Customer (hereinafter "**Customer**"), unless otherwise agreed in writing. These terms and conditions of sale are not applied to consumer Customers as Sonepar does not do business with consumer Customers. Sonepar reserves the right, at its discretion, to change the terms and conditions. The currently valid terms and conditions are available on Sonepar's website at www.sonepar.fi.

By ordering and/or purchasing products at an Sonepar store, Sonepar webshop or ordering otherwise in writing or by accepting an offer from Sonepar, the Customer agrees to these Terms and Conditions of Sale. Customer's general terms or any special conditions that Customer has attached to order or approval shall not apply and shall not bind Sonepar unless Sonepar has expressly in writing accepted them. The conditions set out in Section 4 shall apply to the conclusion of an agreement binding on the parties (hereinafter the Agreement).

Customer and Sonepar undertake to keep all tender invitations, tenders, offers, orders, and information contained therein confidential, as well as any other information specified as confidential or otherwise confidential in nature that it receives from the other party and undertakes not to disclose such information to any third parties without a written consent from the other party. Each party is entitled to use this information only for purposes pertaining to the Agreement.

2. User rights for webshop

Within the credit limit that Sonepar may have granted to Customer they may purchase products and services from Sonepar's sales programme at each Sonepar outlet and the webshop.

Customer's prerequisite for Sonepar webshop user rights is a currently valid credit account. Customer shall be responsible for all orders placed with their Customer number and the webshop user identifiers provided for their use.

Sonepar will provide a webshop username and password for the designated admin identified by the Customer. Admin may then grant webshop user rights to other contact persons within their staff to whom Sonepar will forward the necessary login usernames and passwords.

Customer is responsible for ensuring that no others than those the Customer has authorised to access Sonepar's webshop will use the login identifiers assigned to it. Customer will see to it that the members of staff who use Sonepar's online store have the necessary competence and are familiar with the webshop's Terms and Conditions.

Customer undertakes to inform Sonepar immediately about any changes to user admins or other contact persons by email to asiakaspalvelu@sonepar.fi.

3. Pricing

Pricing shall be based on prices set out in Sonepar's price list valid on the date of delivery, and which are subject to unrestricted change by Sonepar. Prices are published monthly by the 5th day of the month at website address www.sonepar.fi. All prices are subject to VAT in accordance with currently valid legislation. Sonepar retains the right to change prices already agreed upon with the Customer before the delivery takes place by notifying the Customer of this in writing no later than 30 days before the change takes effect. However, price amendments resulting from governmental or other authorities' actions or from significant currency, carriage cost or raw material price changes can be introduced as soon as the reason for the change takes effect. A change is deemed significant if its effect on the prices is greater than three (3) per cent. Service charges are made by Sonepar as per its currently valid service tariff.

4. Ordering procedure

Unless Sonepar's offer states otherwise, the offer shall be valid for 30 days. If an order placed by the Customer is not acceptable technically or by its contents, Sonepar will inform the Customer of this immediately. Customer's order shall be binding on Sonepar once Sonepar has processed the order and confirmed it in writing to Customer, or once Sonepar has delivered the goods in question. Only Sonepar may change or cancel a binding order. Sonepar has the right to change an order or cancel a binding order if Sonepar discovers that the Customer's account is overdue, or its credit limit has been exceeded or is at risk of being exceeded.

5. Delivery terms and conditions

Delivery terms and conditions for goods EXW Sonepar's warehouse or warehouse of supplying factory (Incoterms 2020) as stated in Sonepar's offer or order confirmation. Customer has the duty to immediately collect the goods they have ordered. Sonepar has the right to nullify the transaction if Customer has not collected their goods within 14 days of Sonepar's notification. If Customer has paid Sonepar the purchase price, Sonepar shall provide Customer with refund as described in paragraph 10.

Upon agreement Sonepar will arrange goods' delivery on Customer's behalf and will charge for costs as per the terms stated in Sonepar service tariff. Sonepar shall insure deliveries on Customer's behalf and charges Customer for insurance in accordance with Sonepar service tariff. If the goods have been damaged in transit, Customer must not return the goods but must instead apply for compensation from the insurance company that insured the consignment in question. If Sonepar arranges transportation when EXW delivery condition is applied, the seller will then act on behalf of the buyer and in their name.

6. Delivery time

Delivery time commences from the date the order has become binding on Sonepar as per paragraph 4. Exceptionally large consignments and specialised deliveries, such as deliveries that exceed 4 metres in length or are heavy or require lifting equipment, as well as cables to be cut to long lengths, must be agreed on a case-by-case basis.

Sonepar and Customer are to notify each other immediately if there threatens to be a delay of either the goods delivery or goods receipt, and simultaneously communicate delay's cause and the estimated new delivery date. If delay is caused by Sonepar's negligence, Customer may demand compensation for any direct damage that they are able to demonstrate. Compensation extends to a maximum of 0.5% of the value of overdue delivery or part thereof for each complete week following expected delivery date, but not exceeding a total of 15 weeks. Sonepar has no other or a more extensive liability for any delivery delay or for damage it may have incurred.

7. Payment of purchase price

Payment term is 14 days from date of delivery. Purchase price is deemed to have been paid once the payment has arrived in Sonepar's bank account. If delivery or invoice is incorrect in part, the correct invoice portion must still be paid on date due. If Customer does not make purchase payment in the time agreed, Sonepar has the right to charge penalty interest at 16% per annum as well as the collection costs. Once the entire purchase price has been paid, the ownership right to goods is transferred to Customer. Sonepar shall have the right to claim back any goods for which payment is outstanding and has not been paid in full by due date unless otherwise required by mandatory legislation. Sonepar shall have the right to refuse any subsequent deliveries if Customer has failed to pay Sonepar's invoices by the date due. If any of Sonepar's invoices has not been paid in the 14 days following the date due, Sonepar shall have the right to consider Customer's entire credit overdue.

8. Handover and inspection of goods

As a rule, a packing list is included with the goods. When goods are handed over, Customer is to carefully check that delivery corresponds with the packing list and that delivery has no outward signs of damage. As distributor, Sonepar only provides the available manufacturer's documentation and manuals unless otherwise separately agreed upon between parties. Sonepar is under no obligation to draw up any other documents, statements, or affirmations regarding the product's features, such as a CE marking.

Prior to using, attaching, or installing the goods, Customer must again inspect particularly carefully that the goods are flawless. Should a defect be detected in the goods, Customer is to submit a written complaint about the defect or imperfection to Sonepar without delay, and at the very latest within 7 days of goods handover. If Customer finds that the goods have been damaged in transit, they are to apply for compensation from the insurance company that insured the consignment in question.

9. Warranty

Goods sold have a valid warranty by their manufacturer. Customers can view warranty terms and conditions on manufacturer's website or obtain them from Sonepar upon request. They are also included in the documentation supplied with the goods. Sonepar is not responsible for fulfilling the manufacturer's warranty terms and conditions. Customer is obligated to review warranty terms and conditions beforehand, and by placing an order the Customer accepts them.

In cases where there is no manufacturer's warranty, for 12 months following the delivery date Sonepar is responsible for ensuring that the product conforms to its primary characteristics as per information stated in Sonepar's quotation, Sonepar's webshop or order confirmation. Warranty does not apply to normal wear and tear or to light bulbs or other consumables whose normal lifespan is shorter than the warranty period. The warranty is valid provided that the product has been used with care in accordance with its intended use and with the terms and instructions relating to its installation, storage, use, maintenance and so forth. Product's warranty period is not extended by having it repaired or by having a replacement supplied. During the warranty period Customer must present a warranty claim in writing immediately once a defect is discovered. Sonepar, at its own discretion, has the right to repair or exchange the flawed or defective product or give a discount on product's purchase price. Sonepar has no other or more extensive liability for product defects or shortcomings, or for any damage they have incurred.

10. Returns

Customer must submit any complaints within seven (7) days of goods receipt. Sonepar's order number and possible packing list number must be stated in such notifications. Return of goods must always be agreed with the relevant Sonepar salesperson or webshop Customer Service. Goods must be returned within 30 days of the goods receipt date to the same Sonepar warehouse that dispatched them. Customer must insure the goods being returned and pay the return carriage costs. A return must include a packing list for the goods being returned itemised per each delivery batch as follows:

- person with whom the matter was agreed
- reason for return
- correct product title and amount
- Sonepar dispatch number or invoice number.

If the return is not due to an error on Sonepar's part, Sonepar shall only refund goods that are saleable as they are and in their original packaging. Refund amount is price invoiced from Customer with 25% deducted; the smallest payable refund is 30 euros.

Goods procured specifically for the Customer or cables measured for Customer and cut to size shall only be returnable to Sonepar if delivery does not correspond with the order and the error cannot be rectified. Goods returned without prior agreement or goods which are unsaleable will not be refunded.

11. Consumers

Customer is aware and understands that some of Sonepar's electrical equipment and products may only be installed by a qualified electrician. Should the Customer sell electrical equipment or products purchased from Sonepar to consumers, Customer shall be responsible for ensuring, and must carefully ascertain, that in marketing and otherwise prior to sales, sufficient and necessary instructions about the electrical equipment and products, including terms and instructions regarding purpose of use, installation, storage, use, maintenance and so on, have been given to consumer and that these comply with the Consumer Protection Act valid at the time. The terms and instructions must be in such a form that the consumer can use the products without difficulty. This consumer sales requirement applies to webshop sales and to other transactions made from Customer's premises or otherwise via the Customer. Neglecting this section and the obligations under it shall be deemed a material breach of agreement as referred to in paragraph 13.

12. Force majeure

If there is an obstacle to agreement fulfilment that is beyond the control of Sonepar, or if fulfilling the agreement would require sacrifices from Sonepar that are unreasonable compared to the benefit that would be accrued to Customer, Sonepar has the right to extend the delivery period until such time as the obstacle is no longer present. If the obstacle or the disproportionality continues for over 90 days in excess of the original delivery time, both parties have the right to cancel the agreement without liability for damages. Sonepar must inform Customer immediately in writing about the emergence and removal of such an obstacle.

13. Cancellation of agreement and liability for damages

Both parties may cancel this agreement in writing with immediate effect on account of the other party's bankruptcy, liquidation, corporate reorganisation, insolvency, or other reason comparable to insolvency, or the other party's material breach of agreement if that party has not rectified breach of agreement within 30 days of the other party having sent a written notice about it. If Customer terminates the agreement for a reason for which Sonepar is responsible, Sonepar shall compensate for any direct damage incurred as a result of the breach to Customer, up to but not exceeding 10% of the total value of goods, which comply with the agreement. Apart from damage incurred from violation of paragraph 14, neither party is liable for any consequential or indirect damage, such as operating losses, loss of revenue or loss of anticipated savings.

Customer has the right, at any time, to lower their credit limit or to terminate their customer account agreement. If Sonepar considers its interests to be at risk, Sonepar also has the right to change the credit limit at its discretion or to cancel the customer account agreement.

Customer is responsible for taking any backups concerning their own data and files in the Sonepar webshop. Sonepar shall not be responsible for destruction, loss or change of Customer's data or files or for any incurred damage and expenses.

For any personal injury and/or property damage to a private person caused by a product Sonepar has supplied Sonepar shall be liable in accordance with the Product Liability Act. Sonepar is not liable for any other damage the product has caused. If Customer has failed to comply with its obligations set out in paragraph 10, Customer is fully liable for any possible damages incurred to consumers as well as for compensation. If Sonepar must pay for any possible damages incurred to consumers or for any compensation, Customer shall undertake to reimburse these to Sonepar equally and in full. In the event of a conflict, the Customer has a duty to demonstrate that the obligations set out in paragraph 10 have been appropriately attended to and fulfilled.

14. Export control

Customer shall undertake to comply with all applicable laws, regulations, and administrative provisions, including trade, economic, or financial restrictions, sanctions and trade embargoes and any amendments thereto (collectively, the "Applicable Laws") imposed by any applicable governmental authority, including the United States and the European Union. Customer shall undertake to indemnify Sonepar for all damages and costs resulting from a breach of such Applicable Laws. Customer agrees that it shall not tranship, re-export, or otherwise divert goods purchased from Sonepar except as permitted under Applicable Laws.

If applicable, Customer shall undertake to timely provide all information and documentation necessary for export, shipment, and import. Customer shall undertake to indemnify Sonepar for delays or for any other damages resulting from Customer's failure to timely provide accurate information and documentation or failure to comply with export/import reviews or any comparable permitting procedures.

To the extent permitted by Applicable Law, Customer shall promptly notify Sonepar of any claim and of any litigation against Customer and of any investigation into Customer brought by any enforcement authority regarding compliance with Applicable Laws.

If Sonepar deems that Customer has violated, or is under investigation for violating, any Applicable Laws, or if Customer is identified on any applicable trade or economic sanctions list, Sonepar shall have the right, with immediate effect, to terminate without liability its relationship and Agreement and any other contracts with Customer.

15. Changes to agreement

All changes to agreement are to be made or confirmed in writing.

16. Subcontractors

Sonepar is entitled to use subcontractors in order to fulfil its contractual obligations. Sonepar is responsible to the Customer for the performance of its subcontractors as for its own.

17. Applicable legislation and dispute resolution

Agreement between Sonepar and Customer is subject to the Finnish legislation. Disputes relating to the agreement shall be resolved in a general court of first instance in the defendant's domicile. If lawsuit value exceeds 10,000 euros, the contracting party is entitled to take the dispute to a final settlement by arbitration tribunal located in Helsinki in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. Sonepar retains the right, however, to recover its purchase price receivables in a general court of first instance.

18. Special terms in project sales

In addition to these Sonepar's Terms and Conditions of Sale, NL 17 General Conditions are applied to project sales. Sonepar's general Terms and Conditions of Sale take priority over the NL 17 General Conditions.

19. Code of Conduct

Customer is familiar with Sonepar's Code of Conduct and shall undertake to comply with it. Code of Conduct is available on Sonepar's homepage at www.sonepar.fi.