

SLO OY

TERMS AND CONDITIONS OF SALE TO BUSINESS CUSTOMERS from 01/2020 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 01/2019. The terms and conditions of sale apply to trade between SLO Oy (hereinafter "**SLO**") and the business Customer (hereinafter "**Customer**"), unless otherwise agreed in writing. These terms and conditions of sale are not applied to consumer Customers as SLO does not do business with consumer Customers. SLO reserves the right, at its discretion, to change the terms and conditions. The currently valid terms and conditions are available on SLO's website at www.slo.fi.

By ordering products from SLO's webshop or ordering otherwise in writing or by accepting an offer from SLO Customer accepts 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 SLO unless SLO has expressly in writing accepted them.

Customer and SLO 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 SLO may have granted to Customer they may purchase products and services from SLO's sales programme at each SLO outlet and the webshop.

Customer's prerequisite for SLO 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.

SLO 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 SLO will forward the necessary login usernames and passwords.

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

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

3. Prices

Pricing shall be based on prices set out in SLO's price list valid on the date of delivery, and which are subject to unrestricted change by SLO. Prices are published monthly by the 5th day of the month at website address www.slo.fi. All prices are subject to VAT in accordance with currently valid legislation. SLO 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 SLO as per its currently valid service tariff.

4. Ordering procedure

Unless SLO'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, SLO will inform the Customer of this immediately. Customer's order shall be binding on SLO once SLO has processed the order and confirmed it in writing to Customer, or once SLO has delivered the goods in question. Only SLO may change or cancel a binding order. SLO has the right to change an order or cancel a binding order if SLO 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 SLO's warehouse or warehouse of supplying factory (Incoterms 2010) as stated in SLO's offer or order confirmation. Customer has the duty to immediately collect the goods they have ordered. SLO has the right to nullify the transaction if Customer has not collected their goods within 14 days of SLO's notification. If Customer has paid SLO the purchase price, SLO shall provide Customer with refund as described in paragraph 10.

Upon agreement SLO will arrange goods' delivery on Customer's behalf and will charge for costs as per the terms stated in SLO service tariff. SLO shall insure deliveries on Customer's behalf and charges Customer for insurance in accordance with SLO 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.

6. Delivery time

Delivery time commences from the date the order has become binding on SLO 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.

SLO 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 SLO'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. SLO 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 SLO'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, SLO 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. SLO 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. SLO shall have the right to refuse any subsequent deliveries if Customer has failed to pay SLO's invoices by the date due. If any of SLO's invoices has not been paid in the 14 days following the date due, SLO 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, SLO only provides the available manufacturer's documentation and manuals unless otherwise separately agreed upon between parties. SLO 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 SLO 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 SLO upon request. They are also included in the documentation supplied with the goods. SLO 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 SLO is responsible for ensuring that the product conforms to its primary characteristics as per information stated in SLO's quotation, SLO'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. SLO, 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. SLO 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. SLO's order number and possible packing list number must be stated in such notifications. Return of goods must always be agreed with the relevant SLO salesperson or webshop Customer Service. Goods must be returned within 30 days of the goods receipt date to the same SLO 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
- SLO dispatch number or invoice number.

If the return is not due to an error on SLO's part, SLO 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 SLO 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 SLO's electrical equipment and products may only be installed by a qualified electrician. Should the Customer sell electrical equipment or products purchased from SLO 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 fulfillment that is beyond the control of SLO, or if fulfilling the agreement would require sacrifices from SLO that are unreasonable compared to the benefit that would be accrued to Customer, SLO 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. SLO 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 SLO is responsible, SLO 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 SLO considers its interests to be at risk, SLO 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 SLO webshop. SLO 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 SLO has supplied SLO shall be liable in accordance with the Product Liability Act. SLO 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 SLO must pay for any possible damages incurred to consumers or for any compensation, Customer shall undertake to reimburse these to SLO 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 SLO 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 SLO 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 SLO 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 SLO 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 SLO 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, SLO 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

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

17. Applicable legislation and dispute resolution

Agreement between SLO 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. SLO 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 SLO's Terms and Conditions of Sale, NL 17 General Conditions are applied to project sales. SLO's general Terms and Conditions of Sale take priority over the NL 17 General Conditions.

19. Code of Conduct

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