



DAHL FINLAND LTD STANDARD PURCHASE TERMS AND CONDITIONS

15.10.2021/TO

1. Introduction

These Standard Terms and Conditions apply to the procurement of Dahl Finland Ltd -hereinafter referred to as "Dahl"- unless otherwise agreed in writing between the Parties. In addition, the Seller is required to follow the Saint-Gobain Group's Responsible Purchase Guideline "Supplier's Charter".

The current version of the Dahl Standard Purchase Terms and Conditions and the "Supplier's Charter" are available on the Dahl website at www.dahl.fi/en/for-suppliers/.

2. Price

In addition to the contract price, Dahl will pay the valid VAT and customs duty at any time in accordance with effectual law to the tax authorities. The contract price is fixed without any index-linking unless otherwise agreed in writing.

The Seller will provide his price list to Dahl in the requested Excel or other format, for the stock products and possible non-stock products to be purchased. Prices for transit and project business are trade specific, except for possible non-stock products for which prices are agreed in advance. Prices are net prices in Euros (VAT 0%) and must include all costs.

3. Order

Purchase orders are sent to Seller by email or EDI. The Seller must return the order confirmation within one (1) working day. Changes in quantities must be reported immediately.

4. Cancelling of order

Dahl has the right to cancel an undelivered order if Dahl has terminated the contract with his customer or if Dahl's customer becomes insolvent. In case of cancellation, Dahl is obliged to compensate the Seller for the direct costs incurred to the Seller for the cancelled goods, if and to the extent the Seller cannot obtain compensation for such costs by selling the goods to another party or in some other manner. If the Seller has notified the Dahl's Customer directly of its acceptance of this cancellation, Dahl shall be free from liability.

5. Delivery time

The agreed delivery time must be strictly observed. Dahl has the right to refuse partial deliveries if partial delivery impairs its ability to enter into a contract or commitment with its customer. The goods must be delivered to Dahl at the agreed delivery time or, if so agreed, to Dahl's customer.



If the Seller has reason to assume that delivery will be delayed, he must immediately inform Dahl thereof and at the same time indicate the estimated duration of the delay. Dahl has the right to refuse to receive a delayed delivery, if Dahl's customer refuses because of the delay, to take Dahl's delivery on agreed terms.

If the parties have not agreed on a more severe penalty, Dahl shall be entitled to a penalty payment of 0.5% for every fully delayed week after the agreed delivery date, calculated from the contract price (VAT 0%) in the order, however not more than 7,5%. In the event of a delay of late delivery more than four weeks, Dahl is entitled to cancel the purchase in full or in part.

6. Delivery conditions

Delivery terms are agreed upon separately. Delivery terms must be in accordance with Incoterms 2010 (EXW, FCA, CPT, CIP, DAT, DAP, DDP, FAS, FOB, CFR, CIF).

7. Packaging and marking

The goods must be packed in such a way that it protects the goods from damage during transport and during a reasonable period of storage in a manner suitable for the purpose. The packaging must be such that normal transport insurance will give compensation for any damage occurring to the goods.

The goods should be labeled in accordance with any instructions given by Dahl, but this does not remove the Seller's responsibility to label the goods, if necessary, for the contents such as fragility, weather resistance etc.

8. Transport and receiving

The Seller must well in advance of the delivery provide Dahl, or/and Dahl's customer in case of project business, with the necessary information on the transport and receipt of the goods. If the delivery contains dangerous goods in accordance with the Act on Transport of Dangerous Goods (719/1994), the Seller must separately inform Dahl or/and Dahl's customer about this.

9. Quality

The Seller is responsible for that the goods it supplies

- meet all the requirements of the agreement between the parties;
- be fit for the stated purpose; and
- comply with the relevant legislation as well as applicable standards, type approvals and safety regulations (e.g. EU Declaration of Conformity, Pressure Equipment Directive 2014/68/EU etc.)

10. Warranty

Seller guarantees that when the products are normally used in accordance with the product manual, they are free from defects as well in raw materials as in functions. The warranty is valid for two (2) years after the product has been delivered to Dahl's customer. The costs of repairing or



replacing a defective product (including labor costs, freight, forwarding, and other warranty related costs) are considered part of the Seller's warranty. This also applies to transit and project business. The Seller will try to handle any complaint/reclamation directly with Dahl's customer.

11. Responsibility for product damage and product liability insurance

The Seller shall be accountable to Dahl and/or Dahl's customer for any compensation obligation arising from the Seller's product liability toward Dahl or Dahl's customer in the extent that such obligations are based on the characteristics of the goods provided by the Seller.

The Seller must have sufficient insurance coverage from a reliable insurance company to cover the Seller's liability. The Seller shall provide written proof of having this insurance upon request. This also applies to transit and project sales. The Seller will try to handle any complaints directly with Dahl's customer.

12. Liability related to external Workforce

The Seller shall be liable for providing certificate(s) to Dahl on Contractor's Obligations and Liability without any special request, as specified in the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006). The Seller must assure that he fulfills his obligations under this Act. If the Seller does not provide the said statements or has failed to fulfill his legal obligations, Dahl has the right to terminate the agreement immediately. The Seller shall be liable for any neglect payments prescribed to Dahl because of the Sellers failure to provide Dahl with such information and for failure to comply with his obligations.

13. Payment terms

Payment term must be agreed with Dahl. Starting date of payment term is the date of the invoice. The interest on late payments is determined by the valid Interest Rates Act. If Dahl has justified claims against the Seller, Dahl may withhold an equivalent amount from its payment.

14. Seller's information

The seller is responsible that Dahl has up-to-date information on seller required for cooperation. Among other things, if the address, name or account information changes, it must be reported to Dahl separately in a reliable manner and to ensure that the information reaches Dahl. Reporting a change on an invoice is not an acceptable way to provide information to Dahl. If the seller defaults in notifying the changes, the seller is not entitled to charge default interest on any late payments due to incorrect information.

15. Commercial documentation

The Dahl purchase order number must be stated in all correspondence and marked on the invoice and in the waybill/delivery note. The scope of the commercial documentation in other respects will be stated in the order. In the case of EU imports to Finland, the seller must indicate the product's Intrastat information (customs code, weight per unit and country of origin) on the invoice and order confirmation.



16. Grounds for relief (force majeure)

The Seller has the right to receive a reasonable extension to the time of delivery, if it is prevented to deliver at the agreed time by acts of war, export or import prohibitions, natural catastrophes, interruption in energy distribution or other equally significant and exceptional reasons.

17. Environmental aspects

Seller undertakes to use environmentally friendly solutions in materials and manufacturing processes. All vendors used by the Seller must comply with the Reach clause 05.2017 norms and regulations. The Reach clause can be found at www.dahl.fi/en/for-suppliers/. The seller's products must comply with the EU POP Regulation and must not contain prohibited POPs.

18. Privacy Policy

Dahl handles personal data in accordance with the EU Data Protection Regulation 2016/679 (General Data Protection Regulation).

For more information, please visit: www.dahl.fi/tietosuoja.

19. Applicable law

The contract and these General Terms and Conditions shall be governed by Finnish law, except for the application of the conflict of law rules.

20. Disputes

Any disputes arising out of a contract subject to these general terms and conditions shall be settled and resolved by the District Court of Vantaa.

21. Validity

These Terms and Conditions shall apply as of 15.10.2021 and until further notice.