



Nordic Glass Oy / FinnGlass

GENERAL TERMS OF SUPPLY APPLIED TO DELIVERIES AS OF 1 JANUARY 2017

1 SCOPE

These general contractual terms shall apply to deliveries of glass between the Client and Nordic Glass Oy / FinnGlass (hereinafter referred to as "The Supplier") and any associated offers, order confirmations, and trade/supply agreements. The contracting parties may agree to amend or exclude individual terms, and to set additional terms in writing.

2 VALIDITY OF OFFERS AND FORECASTS

The Supplier's written offer shall be valid for two (2) months from the date thereof, unless the offer states otherwise. All forecasts given by the Supplier, such as those relating to the current state of production or the completion of the order, are non-binding, and are issued merely to facilitate the Client's own scheduling or production planning.

3 CONTRACT

The contract is considered to have become valid when the Client and the Supplier have signed a contract, or when the Supplier has separately confirmed an order in writing (order confirmation), and the Client has not, within one day from receiving the order confirmation, made any remark concerning the contents of the order confirmation. Changes and additions to be made to the contract must be jointly agreed in writing by the contracting parties. The Supplier is entitled to charge any expenses caused by changes and additions from the Client separately. A contract referring to an order, or any part thereof, may only be cancelled with the consent of the Supplier and on the condition that the Client compensates the Supplier for the costs of cancellation.

4. DRAWINGS, TECHNICAL DOCUMENTATION, CONFIDENTIALITY

All drawings and technical documentation relating to the products or manufacturing, including immaterial rights between the parties, shall remain the property of the party who supplied the said documents. Neither the Supplier nor the Client is authorised to hand over confidential information, drawings, or plans or documents received from the Client, to a third party. The Supplier is entitled to use the professional skills gained during the order/assignment in its other business activities.

5. OWNERSHIP AND LIABILITY FOR RISK

Ownership of the property being traded shall be transferred to the Buyer when the entire purchase price has been paid. Liability for risk for the traded property shall transfer to the Client in accordance with what the parties have agreed in the terms of supply (Incoterms / Finnterms) or, in the absence of such terms, when the property being traded is transferred. If the transfer is delayed for a reason attributable to the Client, the liability for risk shall be transferred at the last moment of

the period during which the transfer should have taken place. The Supplier shall decide on the packaging suitable for each delivery. Unless otherwise agreed between the parties, the Client shall be responsible for arranging the transportation (method of transportation, carrier etc.).

6. THE SUPPLIER'S RIGHT TO INTERRUPT PRODUCTION

If the payment has not been made by the due date and the Supplier has reminded the Client about the delay or if there is reason to suspect the Client's ability to pay for some other cause (anticipatory breach), the Supplier can for its part interrupt the manufacturing process and/or refrain from handing over the manufactured goods or prohibit the assembly or installation of the product at the site, as well as at its own costs taking possession of the goods sold to the Buyer. After the payment has been made, the Supplier is entitled to charge a reasonable compensation from the Client for storing the goods during the interruption. If payment will delay the supplier will accede to 12% default interest.

7. STATUS OF THE CONTRACTING PARTIES

The Client shall undertake to provide the Supplier with key information relevant to the order and any other material agreed on separately. The contracting parties must notify each other without delay of factors that may cause a delay in the delivery of the order or a delay in payment for the order, or factors that may incur unnecessary costs.

8. THE SUPPLIER'S RESPONSIBILITY

The Supplier shall be responsible for supplying the goods in accordance with the order, and for ensuring that the products delivered have been manufactured in accordance with the Supplier's current quality systems and product specifications. The Supplier shall be responsible for the work of its subcontractors as if it were its own. The Supplier shall be responsible for direct damage to the Client that results from the Supplier's mistake or omission, whether intentional or through negligence.



8.1. RISK LIMITATIONS

(i) General limitations

The Supplier's liability shall in all cases be limited to the sum payable by the Client to the Supplier. The Supplier shall not be liable for any kind of indirect losses suffered by the Client. In case the Supplier has not separately undertaken to carry out the installation work, the Supplier shall not be liable for any damages caused to the products by incorrect installation. The Client must check the product prior to taking it into use and notify the Supplier in writing of any mistakes immediately, or at the latest, within the deadlines specified later in this contract. If the client does not carry out such branch-specific checks or discontinue the use of the product, and fails to notify the Supplier in writing of the mistake as soon as it has been observed or, at the latest, within the deadlines mentioned later in this contract, the Client shall lose its right to present claims to the Supplier as a result of the mistake. Unless otherwise stated later in this contract, the Supplier's liability shall in all circumstances be limited to the mistakes that have been reported by the Client to the Supplier in writing within six (6) months of receiving the product, or within six months of the product being available for collection by the Client.

(ii) Broken glass

The Client must notify the Supplier about any glass broken during transportation immediately or within seven (7) days of receiving the glass, or the glass being available for collection by the Client. Details of glass broken during transportation shall be properly entered in the waybill. If written notification of the broken glass has not been made to the Supplier within this deadline, the Client shall lose its right to present claims against the Supplier with respect to broken glass.

(iii) Deliveries of products of defective quality

For the purposes of these terms of supply, a product of defective quality shall mean a product that has a fault or defect resulting from the manufacturing process. Unless otherwise agreed, the Supplier's responsibility shall be limited to faults that have been notified to the Supplier by the Client in writing within six (6) months of receiving the glass, or within six months of the glass being available for collection by the Client. If a written notification of the defect has not been made to the Supplier within this deadline, the Client shall lose its right to present claims against the Supplier with respect to the defect.

9. GUARANTEE

The Supplier grants a specific guarantee for a limited period of time for normal insulation glass elements used for building purposes. The currently valid guarantee terms and certificates can be obtained from the Supplier as separate documents (currently valid guarantee terms and conditions can be viewed on the Supplier's website; copies of the documents can also be obtained by requesting them from the Supplier).

10. FORCE MAJEURE

The Supplier shall not be liable for delays or damage resulting from a force majeure which it cannot reasonably have foreseen at the time of signing the contract, and the effects of which it could not reasonably have avoided or overcome. Strikes, lockouts, boycott or other industrial action shall also be considered a force majeure in cases where the Supplier itself is the target of or a participant in such action. A delay on the part of a subcontractor for the abovementioned reasons shall also be considered a force majeure.

11. RESCISSION OF THE CONTRACT

If a party to this contract essentially violates the terms of the contract, the other party shall have the right to rescind the contract. If the Client essentially violates the terms of the contract, instead of cancelling the contract, the Supplier shall have the right to halt the manufacturing process, material acquisitions etc. until it can be determined whether the breach of contract will lead to the contract being terminated. The Supplier shall have the right to rescind the contract if the Client is obviously insolvent or facing bankruptcy. Each of the contracting parties shall be entitled to rescind the contract if fulfilment of the contract becomes impossible or is significantly or by more than six (6) months delayed due to a force majeure. If the contract is terminated, the Client shall compensate the Supplier for the successfully completed part of the order/assignment on with the agreed charging grounds until the termination of the contract, or until the date when the work is completed, if work is to continue beyond the termination date. If the termination of the contract is due to the Client or a reason that is attributable to the Client, the Supplier shall be entitled to receive reasonable compensation for the costs and damages resulting from the termination of the contract.

12. APPLICABLE LAW AND RESOLUTION OF DISPUTES

The law of Finland shall apply to these General Terms of Supply, the order process and deliveries, as well as the resolution of any disputes. All disputes between the Supplier and the Client shall primarily be resolved through negotiation between the parties. If an agreement cannot be reached by negotiations, the dispute shall be settled in arbitration proceedings by a single arbitrator in the Supplier's domicile. If the parties fail to agree on the arbitrator, the arbitrator shall be appointed by the arbitration committee of the relevant Chamber of Commerce or the Central Chamber of Commerce. If the Client is a person in a consumer's position, the dispute shall be settled at the lower court of the Supplier's domicile.