

1. Scope of application

1.1. These general terms of delivery apply to offers and contracts made by Oy G.W. Berg & Co Ab (later GWB) to its customers in the trade of laboratory and healthcare sector and industrial equipment and supplies. These terms of delivery are applied, unless in special cases specifically otherwise agreed in writing.

1.2. In these terms of delivery, "Buyer" means the party performing the procurement, "Seller" means GWB, and "Goods" means the object of procurement.

2. Validity of the offer

2.1. The offer is valid for fourteen (14) days from submitting the offer unless the Seller otherwise indicates in the offer.

3. Procurement contract

3.1. A contract between Buyer and Seller is deemed to have been entered into when:

- a) the parties have signed a written contract or when
- b) the Buyer has notified the Seller of having accepted the written offer (order) or when
- c) the Seller has accepted the order of the Buyer

3.2. Amendments to a written contract must be made in writing.

3.3. The Buyer is responsible for verifying the correctness of the order confirmation.

4. Prices

4.1. Offer and list prices are ex-warehouse, wherein delivery charges and small delivery surcharges remain to be paid by the Buyer, unless expressly agreed otherwise. The offer prices of the equipment to be installed in the Buyer's building or electricity network are free at the place indicated by the Buyer. The installation does not include any work or costs related to the Buyer's interiors or structures such as electric lines and water pipelines.

4.2. Delivery charges and small delivery surcharge

- a) Delivery charge € 34.00 (VAT 0%) incl packaging
- b) Small delivery surcharge € 32.00 (VAT 0%) for deliveries with value under € 100.00 (VAT 0%)
- c) Express delivery surcharge € 55.00 (VAT 0%) / delivery
- d) Special deliveries are charged separately

4.3. The prices are given in euros without value added tax. Prices with value added tax are given in accordance to the valid tax rate. Value added tax is added to prices and delivery charges.

4.4. In the case of imported goods, prices are based on the selling rate of the relevant currency valid on the date of the offer and the contract, unless otherwise stated in the offer. The currency the price has been agreed in must be indicated in the offer.

The Seller has the right to revise the price to the extent that there is a change of over 2% in the purchase currency of the product compared to the European Central Bank's average exchange rate from the date of submission of the offer or if there are changes in fees imposed by the authorities or supplier prices.

5. Payments

5.1. Payments are only made against an invoice.

5.2. The payment term is 14 days net. When a payment is delayed, the Buyer is liable to pay late payment interest in compliance with the Interest Act.

5.3. For equipment deliveries including installation, the payment time starts the earliest from the date of receipt of the equipment.

6. Delivery condition of the Goods

6.1. The Seller represents and warrants that the Goods delivered are of the quality indicated in the offer and contract documentation.

6.2. Notice of a defect or deficiency in the Goods must be made within eight (8) days of receipt of the Goods at the risk that the Buyer will otherwise lose the right to rely on the defect or deficiency. At its discretion, the Seller may either repair the defective item or replace it with a new item. The Seller is not liable for other direct or indirect/consequential damages, such as production losses, lost profits, or other financial consequential damages. Any return of defective or incorrectly delivered items must always be agreed with the Seller. An agreed return takes place at the Seller's responsibility and expense, provided the items are properly packaged.

6.3. Goods supplied in compliance with the contract are only accepted back and refunded under the condition that the Seller has expressly approved the return and conditions of return in advance. The return then takes place at the responsibility and expense of the returning party.

6.4. Size of refund

a) In case of the Buyer's error in ordering, a refund of the purchase price will be agreed with the Seller on a case-by-case basis. The delivery charge will not be reimbursed.

b) In case of the Seller's error, the Seller will refund the price of the product in full.

c) Factory-ordered products, cold-order products or spare parts will not be refunded.

7. Acceptance inspection of equipment

7.1. The Buyer of equipment is entitled to carry out an acceptance inspection. Acceptance inspection will be performed in the Buyer's premises at one location within eight (8) days of the arrival of the Goods. The Buyer must agree in advance with the Seller on the acceptance inspection.

7.2. If the condition of the equipment is not in accordance with the contract during the inspection, the Seller will correct the deficiencies and defects found during the inspection at its own expense.

7.3. Each party will be responsible for the costs of their representatives incurred from the inspection.

7.4. If the equipment does not meet the agreed requirements set for it during the inspection, the Seller is responsible for all costs incurred by the Buyer for the possible renewal of the inspection, handling, and transportation.

8. Subcontracting

8.1. The Supplier has the right to use subcontractors and/or performance assistants in tasks compliant with the procurement contract. The Supplier is responsible for the share of its subcontractors as for its own.

8.2. Upon a request by the Buyer, the Supplier must provide a written report of the Subcontractors it uses.

9. Delivery time, delay and breakage during transport

9.1. The delivery time is considered to start from the date of the conclusion of the procurement contract.

9.2. The Seller and the Buyer must give notice if the delivery or receipt of the Goods is likely to be delayed, in which case the parties will agree on a new delivery date.

9.3. When the delivery is delayed, the Buyer is entitled to a penalty for delay by proving that the delay has caused damage. The penalty for delay is 0.5 percent per week of the value of the delayed delivery, and it can be charged for a maximum of ten (10) weeks. The Seller is not liable for any indirect damage resulting from the delay.

9.4. If a product is damaged during transport, the customer must notify the carrier upon receipt of the consignment so that the carrier makes a note of the breakage in the consignment note. The customer must contact the Seller immediately upon receipt of the product and report the breakage. The customer must keep all packaging material for possible return.

10. Grounds for exemption

10.1. Grounds for exemption (force majeure) can be such an unusual and impactful event preventing the fulfilment of the contract and taking place after the conclusion of the contract, which the contracting parties had no reason to take into account when concluding the contract and which is independent of the parties and its deterrent effect cannot be eliminated without unreasonable additional costs or unreasonable waste of time.

10.2. Buyer and Seller must notify of the transfer of delivery time within fourteen (14) days of the occurrence of the impediment, otherwise it may lose its right to extend the delivery time. The parties will agree on the impact of the delay on the delivery.

11. Transfer of ownership and risk of damage

11.1. The ownership is transferred to the Buyer when the Goods have been delivered in accordance with the terms and conditions of the contract. If the buyer fails to receive the Goods ready for delivery on the due date and unless otherwise agreed, the Buyer is nevertheless obliged to make any payment made conditional on delivery. If the Seller takes care of storing such Goods, it will take place at the responsibility and expense of the Buyer.

11.2. The risk of damage is transferred to the Buyer when the ownership is transferred.

12. Warranty

12.1. The warranty period and conditions are determined in compliance with the terms and conditions provided by the Seller.

12.2. In case of a defect, the Buyer must report the defect as soon as possible and no later than within two weeks of the defect occurring.

12.3. The customer must deliver the defective equipment at its own expense and responsibility to the service location indicated by the Seller and back. If the equipment cannot be delivered to the Seller for repair, the repair will take place at the customer location so that the customer will be charged half of the travel costs related to the repair. When the repair takes place at the customer location, the customer must ensure that the repair person has access to its premises during normal working hours. Expenses incurred in inspecting and repairing defects notified to the Seller but not covered by the warranty will be invoiced separately unless a service or maintenance contract has been concluded for the covered equipment to which these services are related to.

12.4. Under warranty, the Seller will, at its discretion, either repair or replace the defective parts. The replaced parts become the property of the Seller.

12.5. The Seller's liability extends only to defects that arise under the conditions of use required by the contract and when the equipment/accessory is used correctly. It does not cover defects resulting from incorrect or incomplete basic information provided by the customer, incorrect, incomplete or

improper storage, installation, service, repair or modification of equipment by a party other than the Seller, defective or unsuitable data accessories, connection of products approved by others than the Seller to the system, voltage disturbance, accident or normal wear and tear. The electrical, gas and water connections of the equipment and the measures required to eliminate static electricity must be carried out in accordance with the manufacturer's instructions. Similarly, gas and waste disposal must be carried out in accordance with the manufacturer's instructions. If the equipment is used or connected contrary to the manufacturer's instructions, the equipment is not covered by the warranty. Medical device consumables are not covered by the warranty. The Seller's warranty also does not cover transport damage or defects that are not relevant to the functioning of the device.

12.6. Warranty repair does not extend the warranty period. The Seller is not liable for consequential damages or lost benefits caused by the equipment or supplies.

12.7. The warranty requires that the equipment has undergone the necessary periodic and maintenance service during the warranty period. The above-mentioned services are not covered by the warranty.

12.8. The following shall be considered as force majeure if they prevent or delay the performance of the contractual obligations or make it unreasonably difficult: labour disputes and any other matter beyond the reasonable control of the contracting party, such as a fire, war, mutiny, confiscation, currency restrictions, laws and authority regulations, denial of export licenses, scarcity of means of transport, general scarcity of goods, power constraints and defects or delays in delivery by a subcontractor due to the factors mentioned above, or if the original manufacturer ceases production.

13. User training

13.1. Any training in the use of the supply or equipment provided by the Seller is always agreed separately.

14. Termination of the contract

14.1. Either party may terminate the contract if the fulfilment of the contract is substantially, or more than twelve (12) months delayed due to an established continued grounds for exemption.

14.2. The Buyer may terminate the contract in so far as it relates to goods which could not be put to the intended use if:

- a) substantial defect that prevents the function of the instrument and the defect is not corrected after the Buyer's remark,
- b) the Seller is in such a financial position or the purchaser at such a stage that the Seller cannot be expected to fulfil its obligations under the contract.

14.3. The Seller may terminate the contract if the Buyer's performance is not in compliance with the contract and the defect is not corrected after the Seller's remark.

15. Disputes

15.1. The law in force in Finland at the time of concluding the contract shall apply to the interpretation of the contract and the settlement of disputes.

15.2. Disputes concerning the contract will be resolved primarily through negotiations between the parties.

15.3. Disputes arising from the contract which cannot be settled between the parties shall be submitted to arbitration for settlement by one arbitrator. The arbitrator is appointed by the Arbitration Board of the Central Chamber of Commerce and the rules of this board are followed in the arbitration proceedings.

15.4. However, the Seller always has the right to claim the overdue receivable related to the transaction from the District Court of the Seller's domicile.

16. General stipulations

16.1. After the conclusion of a written contract, the contract and its attachments are the only mutually recognised document.

16.2. All notices concerning the fulfilment of the written contract shall be given in writing or by electronic communication.

16.3. Correspondence and invoices must state the contract number or some other identifier and the names of the parties, the invoices must also specify the goods and the delivery address.

16.4. For their part, the contracting parties shall ensure that the use of the equipment, other solution and/or service complies with the applicable regulations and authority instructions on confidentiality, professional secrecy, data protection and disclosure of confidential information.

16.5. If there is any conflict between the contract documents, they shall prevail in the following precedence, unless otherwise agreed:

1. Contract
2. Invitation to tender
3. Offer
4. Terms of health technology or technical trade, unless otherwise agreed in the contract between the parties