SAVOPAK OY

GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY

1. Scope

These terms apply to all quotations, orders, deliveries and services provided by Savopak Oy ("Savopak"), unless otherwise agreed in writing.

A contract comes into effect when the Customer accepts Savopak's quotation, Savopak confirms the Customer's order, or delivery begins.

The Customer's own purchasing, procurement or other contractual terms apply only if Savopak has accepted them in writing.

2. Quotations and Orders

Quotations remain valid for the period stated in the quotation. If no validity period is specified, the quotation is valid for thirty (30) days from the date of the quotation.

Savopak may correct any obvious writing, calculation or pricing errors identified before the order is confirmed.

The Customer must review the order confirmation and notify Savopak without delay of any differences or errors.

Once an order has been confirmed by Savopak, it may only be changed or cancelled with Savopak's written approval. Savopak may charge the Customer for any costs resulting from such changes or cancellation, including purchased materials and design or manufacturing work already completed.

3. Payment Terms

The payment terms are stated in the quotation, order confirmation or invoice. Unless otherwise agreed, payment is due fourteen (14) days from the invoice date.

If payment is late, Savopak may charge late-payment interest and any applicable collection costs.

Savopak may suspend deliveries or require advance payment if the Customer has overdue payments or there are reasonable grounds to doubt the Customer's ability to pay.

4. Delivery

The delivery term is stated in the quotation or order confirmation. If no delivery term has been agreed, delivery is Ex Works (EXW) at Savopak's premises. The risk of loss or damage passes to the Customer when the products are handed over. In all other cases, the risk passes in accordance with the agreed delivery term.

Delivery dates are estimates unless specifically agreed as binding in writing.

If a significant delay is expected, Savopak will inform the Customer as soon as possible.

Savopak is not responsible for delivery delays caused by circumstances beyond its control. Force majeure events are covered by Section 12.

Savopak may make partial deliveries unless otherwise agreed in writing.

5. Storage and Call-Off Orders

If the Customer fails to accept delivery within the agreed time, including products covered by a call-off arrangement, Savopak may invoice the manufactured products and charge reasonable storage, handling and other costs resulting from the delay.

6. Customer Requirements and Approvals

The Customer is responsible for the accuracy of all information provided to Savopak, including dimensions, marking information, load specifications, intended use and other information relevant to the products and delivery.

The Customer must review and approve the drawings and packaging plans prepared by Savopak before

manufacturing begins. Manufacturing is based on the approved drawings and plans.

ISPM 15 treatment, export requirements, markings and other special requirements are included in the delivery only if they have been agreed separately.

7. Product Characteristics and Use

Wood and plywood products are natural materials and may show normal variations in grain, colour, moisture content, knots and dimensions. Such variations do not constitute a defect unless they materially affect the product's intended use.

The products must be used for their intended purpose. Savopak is not responsible for damage caused by improper use, handling or overloading.

8. Inspection and Claims

The Customer must inspect the delivery as soon as possible after receiving it.

Any visible transport damage must be recorded in the transport documents upon receipt and reported to Savopak as soon as possible.

Visible defects or shortages must be reported to Savopak in writing within thirty (30) days of receiving the products.

A defect that was not visible upon receipt must be reported to Savopak in writing promptly after it is discovered and, in any event, no later than one (1) year after the products were received.

Savopak has the primary right to correct the defect, replace the product or provide an appropriate price reduction.

9. Designs, Drawings and Confidentiality

All designs, drawings, calculations, models, structural solutions and other technical materials created by Savopak remain the property of Savopak unless otherwise agreed in writing.

Both parties must keep confidential any technical, commercial or other business information received from the other party.

10. Limitation of Liability

Savopak is not liable for indirect losses, including interruptions to production or business operations, loss of profit or revenue, or compensation, penalties or similar costs payable to third parties.

Savopak's total liability is limited to the purchase price, excluding VAT, of the delivery batch affected by the loss, damage or defect.

This limitation does not apply where liability cannot legally be limited.

11. Retention of Title

The products remain the property of Savopak until the purchase price for the relevant delivery has been paid in full.

12. Force Majeure

Savopak is not responsible for delays or failure to deliver caused by events beyond its control that could not reasonably have been anticipated, such as war, industrial action affecting the delivery, government actions or restrictions, serious shortages of raw materials, or significant disruptions to energy supply or transport.

Savopak will inform the Customer of the situation as soon as possible.

13. Governing Law and Dispute Resolution

These terms are governed by the laws of Finland.

The parties will first seek to resolve any disputes through negotiation.

If no agreement can be reached, the dispute will be resolved in the District Court of North Savo, Finland.