



or they are delivered too late, and this is not due to the buyer or any factor on the buyer's side, the buyer is not entitled to demand delivery if there has been a change in circumstances that materially changes the relationship of the originally agreed performance obligations.

If the delay is caused by the seller's negligence, the buyer may, if they have suffered damage, claim compensation for direct damage in accordance with industry practice, up to a maximum of 0.5% of the value of the delayed delivery for each full week after delivery. However, the total amount of compensation may not exceed 2.5% of the value of the goods. The buyer must demand payment of the fine in writing. When the manufacturer of the goods or the person from whom the seller procures the goods has not fulfilled their contract, and the seller's delivery is therefore delayed, the seller is not obliged to pay the contractual penalty.

The seller is not liable for any indirect or consequential damages resulting from the delay.

## 5. Buyer's obligations

### 5.1 Purchase price

The purchase price is the price agreed between the parties. If no price has been agreed, then the purchase price is the fair price charged by the seller. The offered prices do not include the value added tax. VAT is added to the total amount of the invoice in accordance with the tax rate valid at the time of delivery. If the goods require special packaging, this will be charged separately. ETS NORD reserves the right to change the price if, after the buyer's order, there are changes beyond ETS NORD's control that affect the cost of manufacturing the product, such as material changes in raw material prices, exchange rates or other factors. If the prices change before the agreed delivery date, the seller is obliged to notify the buyer of the change. ETS NORD will inform the buyer about general price changes at least 14 days before the change takes effect. If the buyer does not accept the change, they have the right to cancel the order within a week of receiving information about the price change.

### 5.2 Payment of the purchase price

The payment period is the industry standard of 14 days, unless otherwise agreed. For stock deliveries, the calculation of the payment period starts from the invoicing date and for factory deliveries from the delivery date. If the buyer defaults on a payment within the agreed payment period, ETS NORD may suspend their delivery without notice. ETS NORD always has the right to demand an advance payment as a condition for deliveries or its continuation if there is reason to suspect that the buyer's solvency has deteriorated or that the buyer fails to make timely payments.

### 5.3 Interest on late payments and collection

In the event of a delayed payment, the default interest mentioned in the invoice shall be charged for the delay period. In addition to default interest, the seller has the right to charge reasonable collection fees.

### 5.4 Return of goods

Returns of goods will only be accepted in accordance with a separate written agreement. In project sales, the goods are made to order only on a customer-specific basis and are therefore not accepted for return.

### 5.5 Parts supplied by the buyer for special products

The parts supplied by the buyer for special products will be freely delivered by the buyer to ETS NORD's production at the agreed time. The buyer is responsible for ensuring that the delivered parts are in accordance of the agreed dimensions and specifications. The buyer will be liable for the additional costs incurred by ETS NORD due to the unsuitability or other framework of defective parts and delays in the delivery of parts.

## 5.6 Buyer's delay

If the buyer wants to delay the delivery time of products already in production, ETS NORD is entitled to a compensation of 2% of the value of the product for each full month from the original delivery schedule, with a minimum charge of 500 € per delivery.

## 6. Termination of the contract

### 6.1 Buyer's right to terminate the contract

If the seller's delivery deviates materially from the agreed and the defect is not remedied within a reasonable time due to the buyer's written notice or new goods under the contract are delivered or if the delivery is delayed to the buyer's unreasonable detriment, the buyer has the right to terminate the contract.

### 6.2 Cancellation of the order

If the buyer cancels an order for goods that are to be manufactured, produced or acquired specially for him, the seller may, nevertheless, not hold to the contract by carrying on with the manufacture or with other preparations for the delivery of the goods and by demanding payment of the price, unless the cancellation would otherwise cause him substantial detriment or uncertainty of compensation for the loss caused by the cancellation. (Sales of goods Act section 52).

#### 6.2.1 Seller's right of cancellation

If the purchase price is not paid on time and this is not due to the seller, the seller has the right to cancel the deal or the part of the deal for which the buyer has not yet received the goods, if the delay is significant. The seller also has the right of cancellation when it can be concluded on the basis of the buyer's notification or otherwise that the buyer's performance will be substantially delayed.

In addition, the seller may terminate the deal if the buyer does not contribute to the deal in the manner reasonably required of them in order for the seller to perform the contract. Also, in cases where the buyer does not pick up or receive the goods on time entitle the seller to cancel the deal.

## 7. Ownership

Ownership of the goods will be passed to the buyer when the full purchase price, including any default interest, has been paid to the seller. The buyer will not have the right to install, use or transfer the goods until the full purchase price has been paid.

## 8. Patents and other industrial property rights

It is the buyer's responsibility to find out and notify the seller of the patent, design protection or similar restriction of the special product delivered.

The buyer is obliged to compensate ETS NORD for the damage caused by the breach.

## 9. Applicable law and settlement of disputes

Disputes arising from the interpretation of these delivery terms shall be resolved, unless otherwise agreed, in lower court of the seller's domicile in accordance with Finnish law.

By placing an order, the buyer has accepted the terms and conditions of sale above.