

GENERAL TERMS FOR THE SUPPLY OF JAK TREE SHEAR PRODUCTS 1/2024

These general terms for the supply of JAK Tree Shear Products ("**General Terms**") shall apply to deliveries and supply agreements concerning the Products between JAK-Metalli Oy ("**Supplier**") and its customer ("**Customer**").

1 DEFINITIONS

In these General Terms, except as otherwise expressly provided herein or unless the context otherwise requires, the following capitalised terms shall have the following respective meanings:

"Agreement"	shall mean these General Terms together with the supply agreement, Supplier's offer accepted by the Customer or any other corresponding instrument together with its appendices, which describes the details of Product delivery.
"Products"	shall mean JAK branded tree shears, the technical features of which are described in the Specifications.
"Specifications"	shall mean Supplier's written or electronic document describing the features, operation and functionality of the Products.

2 SUBJECT MATTER OF AGREEMENT

- 2.1 The Agreement sets forth the terms upon which the Customer purchases from the Supplier and the Supplier delivers to the Customer the Products. A pre-condition for the delivery of Products is always a mutual, written or electronic Agreement between the Supplier and the Customer.
- 2.2 The features of the Products are described in the Agreement and Specifications. The Customer shall be solely liable for the intended use of the Products and its use for the Customer's purposes.
- 2.3 The scope of delivery is set forth in the Agreement and the Specifications. Any expand or alteration to the scope shall be considered as additional service and thus shall be subject to a separate agreement or order between the parties.
- 2.4 The Customer is responsible for selection, use of the Products to its purposes and costs thereof according to applicable legislation in the Customer's territory, including fulfilling all regulatory requirements when using the Products.

3 DELIVERY AND ACCEPTANCE OF THE PRODUCTS

- 3.1 The Supplier delivers the Products to the Customer within the delivery time set forth in the Agreement. If no delivery time has been agreed, the Supplier shall deliver the Products within its then current lead times. The Supplier delivers the Products on best efforts-basis. Liquidated damages set forth in the Agreement, if any, are a sole and exclusive remedy for delay in delivery.
- 3.2 Unless otherwise agreed, the delivery term shall be Incoterms 2020 EXW Supplier's premises or other location instructed by the Supplier.
- 3.3 The Supplier tests the Products prior to delivery in accordance with its then current practices. The Customer shall inspect the Products as soon as having received them. The delivery of

Products is deemed to be accepted by the Customer, unless the Customer delivers the Supplier a written notice itemizing the errors within thirty (30) days from the date of delivery. In any event the delivery of Products is deemed to be accepted when (i) the Supplier has corrected the errors reported by the Customer to the Supplier; or (ii) the Customer takes the Products into production use.

3.4 The Customer shall be liable to install the Products in accordance with the Specifications and Supplier's installation instructions.

4 WARRANTY

4.1 Unless otherwise agreed in the Agreement, warranty period for Products is twelve (12) months from the date of delivery.

4.2 The Product is deemed to be defective, if (i) the Product substantially deviates from the Specifications; or (ii) if there exists substantial faults or defects in material or workmanship. The certificates, approvals and authorizations regarding the Products (if any) are set forth in Specifications.

4.3 The Supplier undertakes, at its discretion and cost, to repair or replace defective Products covered by the warranty set forth in this clause, provided, however, that the Customer has notified the Supplier in writing of the defective Products without delay and within the warranty period and has given the Supplier the opportunity to examine and test such defective Products. Repair or replacement shall be made within a reasonable time. If the Customer fails to notify the Supplier in writing of a defect within the time limits set forth, the Customer loses its right to have the defect remedied.

4.4 Defective Products or parts which have been replaced shall be made available to the Supplier and shall be its property.

4.5 When a defect has been remedied, the Supplier shall be liable for defects in the repaired or replaced part under the same terms and conditions as those applicable to the original Product. For the remaining parts of the Product the warranty period shall be extended only by a period equal to the period during which the Product has been out of operation as a result of the defect.

4.6 The Customer shall, at its own cost and expense, arrange for any dismantling and reinstallation of Products to the extent necessary for the Supplier to remedy the defective Products. Unless otherwise agreed, the Customer is liable for costs and carries risk of transport of the defected Products from the Customer to the Supplier in connection with remedying of defective Products and the Supplier is liable for costs and risk of transport of new, replaced or repaired Products to original delivery destination. The Customer shall follow Supplier's instructions regarding such transport. The Customer shall be liable to bear any additional costs and expenses which the Supplier incurs for repairs, dismantling, installation and transport as a result of the defective Product being located in a place other than the destination stated in the Agreement.

4.7 The warranty shall not apply to and the Supplier shall not be liable for (a) ordinary wear and tear; (b) defects, damages, losses or costs (i) resulting from improper or incomplete handling, storage, installation, operation, maintenance or other use of the Products by the Customer or third parties; or (ii) caused by non-compliance with Supplier's manuals or instructions; or (iii) based upon use, operation or combination of Products with any other products or technology; (c) modifications to the Products made by the Customer or third parties without a prior written consent of the Supplier; (d) customizations, designs or components selected by the Customer; or (e) any other acts or omissions of the Customer or third parties.

- 4.8 The warranty shall expire, if (1) other spare parts than original spare parts of the Product are used, or (2) Product is used under minus 15 degrees Celsius, or (3) the original end customer sells the Product to a third party.
- 4.9 If the Customer has given such notice of defect and no defect is found for which the Supplier is liable under this warranty, the Supplier shall be entitled to compensation for any and all costs incurred as a result of such notice. Any work shall be charged in accordance with Supplier's then current price list.
- 4.10 The Supplier performs all warranty repairs from its own premises. In the event of onsite corrections, the Supplier is entitled to charge additional costs from the Customer.
- 4.11 Supplier's liability for the defects in the Products shall be limited to the fulfilment of the warranty obligations and shall constitute Customer's sole and exclusive remedy concerning the delivery of the Products. No other remedies notwithstanding those expressly stated in these General Terms shall be available to the Customer.
- 4.12 The foregoing warranties set forth the entire liability of the Supplier and the foregoing warranties are the only express warranty made to the Customer. The Supplier hereby specifically disclaims all other warranties, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, and non-infringement. The Supplier gives no warranties to the users or contracting parties of the Customer.

5 FEES AND PAYMENT TERMS

- 5.1 All payments will be made by the Customer in accordance with the Agreement executed between the Customer and the Supplier and in absence of the price in the Agreement, in accordance with then current price list of the Supplier. Except as otherwise stated in the Agreement, all orders of Products are non-cancellable and, upon payment, all payments are non-refundable.
- 5.2 Any services provided by the Supplier (if any) are subject to a separate order. All ordered services will be charged in accordance with then current price list. The Supplier is entitled to charge travelling costs separately.
- 5.3 All payments shall be made in Euro currency, unless otherwise stated in the Agreement.
- 5.4 Unless otherwise agreed, as regards the additional orders of products and services the prices applicable will be as offered by the Supplier to additional order.
- 5.5 Value added tax or corresponding tax will be added to all prices according to applicable legislation. Unless otherwise agreed, payment term for all payments will be 30 days. In the event of delayed payment, the Supplier is entitled to invoice reasonable collecting charges.
- 5.6 In case of late payment the Supplier may, after having notified the Customer in writing, suspend its performance of the Agreement until he receives payment. Late penalty of 8 % plus Euribor 12 months apply.

6 RETENTION OF TITLE

- 6.1 The Product shall remain the property of the Supplier until paid for in full to the extent that such retention of title is valid under the applicable law.
- 6.2 The Customer shall at the request of the Supplier assist the Supplier in taking any measures necessary to protect the Supplier's title to the Product in the country concerned.

6.3 The retention of title shall not affect the passing of risk under agreed delivery term.

7 LIMITATION OF LIABILITY

7.1 Supplier's liability shall in no event exceed in aggregate 50 % of the purchase price of the Products affected. In no event is the Supplier liable for any indirect or consequential damages, for example but not limited to loss of production, loss of profit, loss of use and loss of contracts, incurred to the Customer. The Supplier shall not be liable for any damage to property caused by the Product after it has been delivered and whilst it is in the possession of the Customer.

7.2 The limitations of the Supplier's liability in this Clause 7 shall not apply where the Supplier has acted wilfully or of gross negligence.

8 INTELLECTUAL PROPERTY RIGHTS

The Supplier and its suppliers retain all rights to the Products, services and related software (if any) including, without limitation, the title and interest to and in the service and all intellectual property, industrial property and proprietary rights. The Supplier neither grants nor otherwise transfers any rights of ownership or copyrights in the Products, services or accompanying documentation to the Customer. The Customer shall have only such license rights to use the software included or embedded into the Products as required for the use of Products and as specified herein. Products, services and software included thereof are protected by copyright, trade secret, industrial and other intellectual property laws and treaties. The Customer shall not sell, transfer, publish, display, disclose or otherwise make such materials available to others.

9 FORCE MAJEURE

Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the Agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, earthquake, flood or other similar natural catastrophe, epidemic, pandemic, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott or other similar industrial action. A strike, lockout, boycott or other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is target or a party to such an action. Each party shall without delay inform the other party in writing of a force majeure event and the termination of the force majeure event.

10 GOVERNING LAW AND ARBITRATION

10.1 Unless otherwise agreed in the Agreement, this Agreement shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions.

10.2 Any dispute, controversy or claim arising out of or relating to the Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of Finland Chamber of Commerce. A dispute shall be resolved by a sole arbitrator. Notwithstanding the preceding sentences, claims for non-payment of monetary charges may be resolved in the district court of the respondent's place of domicile if the respondent does not contest its payment obligation.

11 MISCELLANEOUS

- 11.1 Each party will act as data controller to the extent it will be deemed to process personal data as a result of the Agreement. If the Supplier, notwithstanding the aforesaid, is to be regarded as a processor of personal data for which the Customer is a controller under applicable law, the parties shall enter into a data processing agreement setting out the parties' respective rights and obligations and ensuring adequate protection for the personal data, on terms to be agreed.
- 11.2 A failure to exercise, or any delay in exercising, on the part of either party, any right or remedy hereunder shall neither operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 11.3 If, at any time, any provision of the Agreement is deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions shall in no way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.
- 11.4 No party shall be deemed by operation of the Agreement or otherwise to be the agent or representative of the other party for any purpose hereunder whatsoever. The parties shall at all times be considered independent contractors. No party shall have any right or authority to assume, create, or incur any liability or obligation of any kind in the name of or on behalf of the other party except in accordance with the provisions hereof, or as may otherwise be agreed by the parties in writing.
- 11.5 In the event of discrepancy between these General Terms and delivery agreement executed between the parties, the delivery agreement prevails over these General Terms.

12 VALIDITY

These General Terms shall be valid as of 1.4.2024 and are valid until further notice or until replaced by new version of the general terms.