

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("GTC" or "terms") of Delivery shall be applied to all goods and services delivered to a customer by Exact Tools Oy ("Exact Tools") or a company belonging the same group together with it or its distributor. These terms shall be applied unless otherwise agreed in writing between the parties.

1. PRICES

- 1.1 Prices are shown in euros (EUR).
- 1.2 Product prices are shown as net prices (VAT 0%) exclusive of value added tax, which shall be added to the total amount of the invoice. Prices shown in the offer are confidential business secrets.
- 1.3 Exact Tools (hereinafter "the Supplier") reserves the right to check the validity of the prices shown after receiving an order from the customer (hereinafter "the Customer").

2. FREIGHT AND SHIPPING FEES AND DELIVERY TERM

- 2.1 A freight fee and a shipping fee applicable at any relevant time shall be added to the prices of the products in accordance with the Supplier's freight partner and its fees/costs. The fees shall be calculated from the total amount of the invoice exclusive of VAT and added to the invoice as separate rows.
- 2.2 The Supplier reserves the right to charge the Customer for the costs incurred for unreceived or uncollected deliveries.
- 2.3 Delivery term: if not specifically agreed otherwise in writing prior to the delivery, the delivery term shall be EXW – Exworks (Incoterms 2000) at the warehouses of the Supplier.

3. VALIDITY AND REVISION OF PRICES

- 3.1 Unless otherwise stated in the offer, the prices offered shall be valid for three (3) months from the date of the offer.
- 3.2 However, the prices shown in the Supplier's offer are not final. The Supplier shall have the right to check the prices shown in the offer after receiving an order (see Section 1.3)
- 3.3 The Supplier reserves the right to check the price of the product upon receiving an order.
- 3.4 The Supplier shall inform the Customer of any price checks. The prices checked by the Supplier shall be considered as a new offer, which the Customer may either accept or decline. The Supplier may not submit the order until the Customer has approved the prices checked by the Supplier. Also, the order may not be collected until the Customer has approved the checked prices.

4. PAYMENT TERM AND OWNERSHIP

- 4.1 The order must be paid within 14 days of the date of the net invoice, which is also the shipment date of the product.
- 4.2 The Supplier reserves the ownership of the products until the entire purchase price has been fully paid and products are shipped only after full payment.

5. DELIVERY TIME, DELIVERY AND PRODUCT CHANGES

- 5.1 Warehouse products shall be delivered promptly and as soon as after the payment of the applicable invoice. Delivery of products in larger quantities and/or with longer delivery times (e.g. not within the Supplier's storage immediately) shall be agreed upon separately in writing (e.g. via email).
- 5.2 The location of the delivery address may affect delivery times, as it may be possible to deliver to some places only at certain times and days.

6. CANCELLATION OF ORDER

- 6.1 The Customer cannot unilaterally cancel the order after the order has been accepted.
- 6.2 The Supplier reserves the right to cancel the order and return the money to the account specified by the Customer until the product has been sent to the Supplier's warehouse.

7. PRODUCT RETURNS

- 7.1 The Supplier must always be notified in writing of possible returns or product exchanges.
- 7.2 Possible returns or product exchanges must always be agreed separately with the Supplier. The provisions of the Sale of Goods Act (355/1987) shall apply to orders placed through or on behalf of a company.
- 7.3 The Customer shall be responsible for the return costs of the product unless the return is a result of an error or delay by the Supplier.

8. CONTACTS

- 8.1 All notices and requests regarding changes, returns, or product exchanges must be notified to the Supplier by email at exact@exacttools.com.

9. COMPLAINTS

- 9.1 The products must be inspected without delay. Visible defects in the products or their packaging must be recorded and identified immediately with appropriate accuracy in the waybill, after which the courier's signature must be requested for the waybill. A photo of the waybill and the detected defects must then be sent to exact@exacttools.com.
- 9.2 In any case, the Supplier must be notified of the defects in writing to the aforementioned email address in Section 9.1 within five (5) business days of receiving the delivery.

10. WARRANTY

- 10.1 The Supplier shall be contacted in writing regarding warranty related obligations via email to: warranty@exacttools.com. The currently valid warranty terms are listed here: <https://exacttools.com/warranty-terms/>.

11. SPARE PARTS AND MAINTENANCE

- 11.1 The products are manufactured in EU. Maintenance and spare parts needs as well as possible services relating thereto may be inquired via exact@exacttools.com.

12. LIMITATION OF LIABILITY

- 12.1 If the delivery is delayed for reasons beyond the control of the Customer or is otherwise defective, the Supplier shall be liable to the Customer only for direct costs incurred by the Supplier. The Supplier shall not be liable for indirect damages to the Customer.
- 12.2 The Supplier shall also not be liable for delayed deliveries due to Force Majeure. Force Majeure is a factor or a change in circumstances outside of the Supplier's influence which the Supplier could not have reasonably foreseen. Force Majeure is e.g. industrial action, import or export bans, disruptions in general data communications, epidemic illnesses including flu epidemics and employee absences due to epidemic, disruptions in mail services or maritime, air and road transport including disruptions and obstacles concerning or caused by the transport company. In addition, e.g. disruptions and interruptions of the Supplier's Internet connections and enterprise resource planning system may be considered a Force Majeure. If the Force Majeure continues for more than a month, both the Supplier and the Customer shall have the right to rescind the sale of the good without punitive damages or other sanctions. The Supplier shall report of Force Majeure without delay. The parties are aware that the component shortage caused by covid pandemic may cause a Force Majeure, which could not have been taken

into account at the time of entering into this agreement.

- 12.3 The Supplier's liability in all cases shall be limited to direct damages and offered product prices (VAT 0).

13. APPLICABLE LAW AND DISPUTE RESOLUTION

- 13.1 Disputes arising out of this agreement shall be governed by the laws of Finland.
- 13.2 However, the parties shall primarily strive to resolve any dispute arising out of the agreement through mutual negotiations.
- 13.3 Disputes arising out of this agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki and the language shall be Finnish (unless otherwise agreed between the parties). However, a claim regarding a monetary claim can also be settled in the general court of the defendant's place of residence if the defendant does not deny its/his/her obligation to pay.

14. PERSONAL DATA

- 14.1 When the Customer places an order, the Supplier processes the Customer's personal data (if any) confidentially. More comprehensive information on the Supplier's processing of personal data can be found at <https://exacttools.com/> (as amended from time to time).

15. TERM AND AMENDMENTS OF THE TERMS

- 15.1 These terms shall enter into force on 22 March 2024 and shall remain in force until further notice. The terms shall apply to offers and orders placed after the said date unless otherwise specifically agreed in writing by the parties.
- 15.2 The Supplier has the right to change these terms and conditions by notifying the Customer in writing at least three (3) months in advance of the effective date of the new terms.