

## Naulankanta Oy, filial i Sverige Delivery Terms

### 1. Content:

These General Terms and Conditions of Sales and Delivery ("Terms and Conditions") apply to all sales transactions and associated deliveries unless expressly specified otherwise in writing. By placing an order, the Customer implicitly accepts these Terms and Conditions. Deviations are legally binding only when expressly confirmed in writing by Naulankanta. Purchase conditions of customers, even when uncontradicted by Naulankanta, are deemed invalid. In cases not described herein, we defer to the general and standardized terms of ABM07. In the event of a conflict between these Terms and Conditions and ABM07, these Terms and Conditions shall take precedence.

### 2. Offers and Conclusion of Contract:

An offer is considered ordered upon receipt of a written purchase order. Naulankanta, upon receiving a written purchase order, will dispatch a written order confirmation to the Customer, thereby agreeing.

### 3. Prices and Billing:

Offer and invoice prices quoted are net of VAT at the statutory rate. Unless otherwise agreed, all prices are Ex-works (Incoterms 2020). Delivery terms are as stated in the offer. Shipping costs will be invoiced based on actual costs + 12% unless explicitly stated otherwise. Should Naulankanta be obligated to invoice VAT by tax contracts, the right to invoice VAT from the Customer is reserved without additional notice.

### 4. Delay of Delivery:

Naulankanta is committed to honoring the stated and promised delivery dates to the best of its ability. If, however, fulfilling this commitment proves impossible, the Customer is entitled to withdraw from the contract, adhering to the terms described in ABM07.

### 5. Cancellation of the Order:

In the event of full or partial withdrawal by the Customer before delivery from the concluded contract, a cancellation fee of 25% is mutually agreed upon. The Customer will be invoiced in full for special

parts, including readymade anchors, special plates, specific length bars, etc., which are projectspecific and unsuitable for resale.

## **6. Payments:**

Naulankanta diligently verifies the credit information of each Customer through a 3rd party credit insurance company. Payments are due immediately upon receipt of the invoice and should be made without deductions. The Customer will be invoiced promptly for partial deliveries, making them due for payment regardless of the completion status of the total delivery. In the presence of older due invoices, all payments received will be prioritized to settle them. Naulankanta is not obligated to allocate payments earmarked by the Customer to specific invoice amounts. In cases of Customer insolvency, withdrawal of credit insurance, or non-payment of agreed amounts, Naulankanta is entitled, without any sanctions:

1. To discontinue the fulfillment of its obligations until outstanding payment has been completed.
2. To make the further fulfillment of the order contingent upon the submission of an appropriate payment guarantee.
3. In the event of non-compliance with a reasonable grace period, withdraw from the contract. Complaints and defects do not exempt the Customer from payment obligations. The Customer is not entitled to set off its claims against the claims of Naulankanta unless such claims have been expressly accepted by Naulankanta or declared final and absolute by a court of law.

## **7. Retention of Title:**

Until complete payment is received, the goods supplied remain the property of Naulankanta. Retention of title serves to secure Naulankanta against all Customer's claims and potential insolvency. In the event of the Customer's breach of contract, particularly in default of the agreed payment, Naulankanta is entitled to terminate the contract and retrieve all delivered goods. The Customer accepts Naulankanta's entry to Customer facilities (e.g., storages, construction sites, etc.) for the collection of the goods of the order. The Customer is entitled to resell the goods in the ordinary course of business or to process and install them. At the point of contract conclusion, the Customer assigns to Naulankanta all receivables in the amount of the total of the invoice arising from a resale to a third party and undertakes to make a note to that effect in its books and on its invoices. In the event of installation and processing, the Customer shall assign to Naulankanta any entitlement to claim labor cost payments from its customers in the amount of the sum owed to Naulankanta. In the event of the seizure of goods subject to retention of title by creditors of the Customer, the latter shall notify

Naulankanta immediately thereof and pay any costs incurred by Naulankanta for the release of these goods from third-party rights. In the event of the opening of insolvency proceedings concerning the assets of the Customer or in case of a default in payment exceeding 30 days after the due date, Naulankanta is entitled to collect the goods subject to retention of title from the Customer and turn them to account in a manner analogous to the application of the provisions on the return of goods. If Naulankanta retrieves the delivered goods based on retention of title, the Customer is liable to compensate Naulankanta for the reduction of profit from the resale of these goods. The Customer shall also compensate Naulankanta for the costs of return and onward transport.

### **8. Warranty and Liability:**

The goods must be checked for quantity and composition by the Customer or its authorized representatives at the point of acceptance. Rejected goods shall not be installed or otherwise used. The Customer shall notify Naulankanta of defective goods within three days of the delivery. To rectify any defects in the delivered goods correctly identified within three days from delivery, Naulankanta, at its discretion and within a reasonable time, can affect improvement, retrospectively supply any missing goods, or provide replacements. Further claims, particularly for cancellation or a price reduction, are expressly excluded. The warranty becomes void with the processing or alteration of the delivery item by the Customer or third parties. All warranty claims, without exception, will lapse 6 months after delivery. They will, moreover, become void if installation instructions, fact sheets, and technical information for the installation, handling, and use are not followed, or if incorrect installation or further processing work is carried out by the Customer or third parties. If the Customer installs goods purchased from Naulankanta, the Customer is always responsible for the outcome and all damages and defects in the installed goods, even if Naulankanta has provided a general installation guide. Due to the vast scope of variety and different conditions of projects, general instructions cannot be provided that cover all variables. An emphasis on know-how and expertise is required on the customer's behalf. The Customers themselves must know about and work according to current standards. The Customer is an expert in the area of installation of ordered goods. If the Customer has not requested any further instructions, Naulankanta presumes that the Customer has adequate understanding, expertise, and ability for installation and that the Customer will use the goods in the way intended. Naulankanta can only be held responsible for the result if Naulankanta is also hired to execute the installation and then only for the parts that are executed by Naulankanta. The Customer can demand compensation for damages from Naulankanta in accordance with ABM07.