



# Taiga Concept

## *Sales Terms 9/2023*

### **1. Application; Definitions**

1.1 These Taiga Concept Oy's ("Seller") Sales Terms shall be applied to all marketing, sales, distribution and supply of workspace products (Product(s)) by the Seller to any buyer entity ("Buyer"), unless otherwise agreed in writing between the parties.

1.2 "Contract" means these Sales Terms together with a written order confirmation by Seller, written agreement and/or other document for the sales, distribution, and supply of Products to which these Sales Terms are referred to or attached.

### **2. Offer and Contract**

2.1 Validity of the Seller's offer is stated in the offer. If no validity is stated in such offer, the offer is valid for thirty (30) days from the date of the offer. Buyer's order is binding. Seller shall use all reasonable efforts to accept or reject Buyer's order within five (5) working days from the receipt of the order.

2.2 A Contract is concluded when Seller confirms Buyer's order in writing, or the parties sign a written agreement regarding the supply of Products.

2.3 Any term or condition in any order or other document furnished by Buyer at any time, which is inconsistent with or in addition to these Sales Terms is hereby expressly rejected and Seller's acceptance of any order is made in reliance on Buyer's consent to these Sales Terms. The Parties may agree deviations to these Sales Terms in writing.

### **3. Price, Terms of Delivery and Payment**

3.1 The price for the Product is as agreed in the Contract. Seller may change the price if there is an increase in the cost of raw materials, components or other production cost. The currency denomination is Euro. The price shall be net without any deductions of taxes or other charges of any kind or nature imposed thereon and shall include export packing. Cost of transportation will be charged separately from the Buyer. Applicable sales tax or value added tax will be added to the price.

3.2 The delivery term is DAP agreed place of delivery when the place of delivery is within EEA (Incoterms 2020). The Contract and delivery of Products may be subject to the Seller obtaining export licenses and other authorizations needed in exporting the Products to the agreed place of delivery. The Buyer understands and agrees that these are matters beyond the Seller's control and if the Seller cannot obtain such export licenses and/or authorizations, the Seller has no liability whatsoever to the Buyer.

3.3 The risk of loss for the Product as well as the responsibility to obtain insurance against all risks of loss or damage shall transfer to Buyer at the time of delivery according to the delivery term. Title shall pass to Buyer upon full payment.

3.4 Buyer shall pay 50% of the price of the Products when the Contract is concluded and Seller shall invoice the rest of the price upon each shipment of Products. If the shipment is delayed due to reason attributable to the Buyer, the Seller is entitled to invoice the Products. Each invoice will be deemed accepted within seven (7) days from the date of invoice unless the Buyer has advised the Seller in writing by such date of any errors in respect of the relevant invoice.

3.5 All banking charges shall be on the Buyer's account. The Buyer shall not withhold any part of the price whether by reason of setoff, counterclaim or for any other reason. Payment shall be deemed effective when full payment in the agreed currency has been made freely available to the Seller.

3.6 The Buyer shall pay the purchase, transportation costs and possible other expenses (hereinafter referred to as "Purchase Price") in total in advance.

3.7 If the Buyer has been accepted as a "credit customer", the payment term is 30 days from the date of invoice. Interest on overdue payments shall accrue at the annual rate of reference interest rate published by the European Central Bank on the due date, added with 7 percentage points, from the due date until the payment is affected in full.

### **4. Delivery, Inspection and Acceptance**

4.1 The delivery time for the Products shall be as separately defined in the Contract. In case of late delivery due to reasons attributable to the Seller and after delivery is delayed for more than two (2) full weeks, Seller shall pay to Buyer liquidated damages of half a per cent (0.5%) per each full week of delay of the price for the Product which are delayed. However, the maximum amount for liquidated damages shall not



exceed five per cent (5%) of the price for the Product not delivered in due time. A full week is 7 days. When calculating the liquidated damages, the number of days, which comprise less than a full week, is not considered. Partial deliveries are permitted.

4.2 Buyer shall inspect the Product promptly upon the receipt of the delivery. The scope of the inspection shall be at least the following: i) the right Product type and model, ii) right quantity, and iii) that the Product packaging is not visibly damaged. Buyer shall take photos of any damage, make the appropriate markings to the transportation documents, and document any nonconformances in the delivery. Buyer shall present any claims regarding defective delivery to Seller latest within 5 days from the date of receipt of the delivery. If the Seller has not received any claims within the said time, the delivery is deemed accepted by the Buyer and any further claims except based on warranty for Products in Section 5 are barred.

## 5. Warranty

5.1 Seller warrants that Products are free of defects in materials and workmanship for the warranty period. Warranty period is 2 years for electrical components and 5 years for other parts from the date of delivery. The warranty is valid only upon Seller's receipt of the activation notice provided via the supplied Products QR code. When defect in the Product is noticed, it must be immediately photographed and documented. The Buyer shall immediately notify the Seller of a defect recovered in a Product during the warranty period and provide the photos and documentation of the defect with the notification. Seller has no liability for any claims if it has not received the activation notice. If the Product is eligible for the warranty, the Seller shall at its discretion either:

- i) repair the defect within a reasonable period;
- ii) replace the defective Product with equivalent supplies; or
- iii) grant price reduction that is proportionate with the defect.

5.2 Should the cause for a defect be such that the warranty is not valid, the Seller has the right to charge all the costs to the Buyer.

5.3 The warranty does not cover any defects which are attributable to: i) improper storage or installation; ii) non-compliance with the instructions of use, neglecting the required service or maintenance or other acts or omissions by other than Seller; iii) use outside of normal office conditions; iv) external factors, such as vandalism, accident, natural forces or acts of animals; v) power supply conditions, such as over-voltage, power surges, inapplicable guidance systems, other devices

causing disturbances; vi) modifications, adaptations, alterations, additions or amendments made by any party other than Seller to a Product or vii) normal wear and tear including changes in surfaces due to aging or exposure to light.

## 6. Intellectual Property Rights

6.1 All intellectual and industrial property rights ("IPR") in and related to the Product shall vest in the Seller. Any right to use the Seller's trademarks and other IPR is subject to a separate prior written permission by Seller and in accordance with the written guidelines given by Seller.

## 7. Indemnity

7.1 Subject to the conditions and limitations set forth in this Section 7 and 8.1 the Seller will at its sole option defend or settle at its expense any claim or suit against the Buyer alleging that i) the Product infringes third party design, trademark, or copyright; or ii) the Product has caused personal injury or damage to private property in accordance with the applicable product liability legislation ("Claim").

7.2 Seller will indemnify and hold the Buyer harmless from damages, costs, and attorneys' fees, if any, finally awarded in such a Claim or the amount of the Seller approved settlement for the benefit of the claimant, provided that (i) the Seller is promptly notified in writing of a Claim; (ii) the Seller will have the sole control of the defence and/or settlement thereof; (iii) the Buyer furnishes to the Seller on request, all relevant information available to the Buyer, authorizations needed, and reasonable cooperation for the defence; (iv) Buyer refraining from any acts that may be prejudicial to the Seller's defence of the Claim; and (v) the Buyer ceasing any further sales, supply and use of allegedly infringing or defective Product when the Seller so requests.

7.3 The obligations of Seller set forth in Sections 7.1 and 7.2 above shall not apply to any Claim arising out of or related to: (i) modifications, adaptations, alterations, additions or amendments made by any party other than Seller to a Product; (ii) the Seller having complied with any designs, instructions or specifications provided by the Buyer; (iii) the Seller having used any material, part or subassembly provided or specified by the Buyer; (iv) Buyer's products or Buyer having used third party materials or any other element, part, subassembly, raw material, apparatus, external circuitry, software, component or the like not provided by the Seller;



(v) a combination of a Product with any item listed in (iv) above; (vi) Claims of indirect infringement; (vii) Claims that are counterclaims by the claimant in response to any claims, suits, actions or demands made against claimant by the Buyer; or (viii) misuse of a Product or other reasons attributable to any act or omission of the Buyer or a third party.

## 8. Limitation of Liability

8.1 Notwithstanding any other clause of these Sales Terms and to the maximum extent permitted by the applicable mandatory law the limitations of liability contained in this Section 8 will apply. With respect to late delivery in Section 4 warranty in Section 5 and Indemnity in Section 7, Seller shall not be subject to any liability whatsoever other than as stated in the said Sections. Except as provided in Section 7, Seller shall not assume any liability for any loss, cost or damage resulting from any third-party claim, which may be brought against Buyer in relation to the Product.

8.2 In no event shall the Seller be liable for loss of profits, sales or turnover, loss of or damage to business, lost or interrupted production, loss of or damage to reputation, wasted management or other staff time, losses, or liabilities under or in relation to any other contract, or any other indirect, punitive, incidental, special, or consequential loss or damage arising out of or in connection with these Sales Terms and any Contract made.

8.3 Seller's overall maximum aggregate liability for damages whatever the cause may be shall not exceed 50% of the price paid for the Products which are the subject matter of the claim.

8.4 This limitation of liability does not apply for i) Seller's indemnity obligation in accordance with Section 7; ii) breach of confidentiality obligation; or ii) Seller's gross negligence or wilful misconduct.

## 9. Force Majeure

9.1 Neither party will be liable for any failure to perform its obligations under the Contract where the failure arises from an event beyond the reasonable control of the party concerned (a "Force Majeure Event"). Such causes may include, but are not limited to, natural disasters, acts of the government, fires, epidemics, quarantine restrictions, strikes, lockouts, industrial disputes, riots or civil commotion, acts of terror or specific threats of terrorist activity, war, lack of transportation capacity, embargoes, power failures or unforeseen shortages of components and production constraints. Consequences

of coronavirus (Covid-19), which cannot reasonably be avoided or overcome, shall be treated as Force Majeure Events.

9.2 A party being affected by a Force Majeure Event shall inform in writing the other party without delay of its commencement, effects, and termination, respectively. In the above instances, time for performance will be extended for the period of the delay. Either party is entitled to terminate the Contract if the performance of the Contract is suspended due to the Force Majeure Event for more than 6 months.

## 10. Term and Termination

10.1 Either party may, without affecting its other rights or remedies, terminate the Contract immediately by written notice to the other identifying the nature of the breach if:

- i) the other Party becomes insolvent, has a receiver appointed or dstraint levied upon its assets or if an order is made or a resolution passed for winding-up or liquidation of the other Party; or
- ii) the other party is in material breach of the Contract and fails to cure such breach fully within 60 days following written notice from the non-defaulting party.

## 11. Governing Law and Arbitration

11.1 The parties agree that these Sales Terms and the Contract shall be governed by and construed in accordance with the laws of Finland, excluding application of the U.N. Convention on Contracts for the International Sale of Goods (1980). Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination, or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. The Parties agree that the arbitration procedure and all thereto related material and information shall be treated as confidential information. Notwithstanding the foregoing, the Seller is entitled to claim for any undisputed, due, and outstanding receivables at the court of the Buyer's domicile.

11.2 This Section 11 shall not preclude a party from obtaining interim injunctive relief on an immediate basis from a court of competent jurisdiction where such relief is necessary to protect that party's interests in pending completion of the arbitration proceedings.



## 12. Miscellaneous

12.1 Neither Party may assign any of its rights or obligations under the Contract without the prior written consent of the other Party. However, Seller may assign its rights and obligations without the consent of Buyer in the event of a sale, merger or acquisition of Seller or Seller's assets. Seller may also assign its receivables to a financing company.

12.2 If any provision of these Sales Terms or the Contract is held for any reason to be ineffective or unenforceable, this will not affect the validity or enforceability of any other provision of these Sales Terms or the Contract.

12.3 No waiver is effective unless in writing in each separate case and signed by both Parties.

12.4 In case the Contract and/or these Sales Terms are translated into another language, the English version of the same shall prevail.

12.5 Each Party shall keep confidential and shall not without the prior consent in writing of the other Party copy or disclose to any third party the content of any documents or information (whether of a commercial, financial, or technical nature and whether identified as confidential) received from the other Party in connection with the Contract or any Product. Each Party shall copy and use any such confidential information solely for the normal use of the Product.

12.6 The Seller has the right to use the Buyer and the site where the Products are installed as a reference in its marketing as customary unless the Buyer has explicitly refused this by notifying the Seller in writing.