

# General Terms of Delivery for Electrical Supply Agreement 1.1.2021

REXEL

(valid from 18.1.2021 indefinitely)

## 1. Scope of application of terms and conditions

These Terms of Delivery apply to the electrical supply agreement established between Rexel Finland Oy and the Customer, unless otherwise agreed up-on in writing. Under these terms, Rexel Finland Oy is referred to as the Seller and the customer as the Buyer. "Parties" refers to both of the above.

## 2. Pricing

Pricing is based on the Seller's prices valid on the date of delivery for complete packages, which are eligible for any valid discounts specified in the terms of sale. Customer based charges and factory deliveries will be priced according to a separately agreed pricing schedule on a case-by-case basis. All prices are exclusive of value-added tax. Taxes are calculated in accordance with taxation legislation valid at the given time. If no price lists are valid on the date of delivery, the most recently valid price list shall be applied.

## 3. Period of validity of written offer

The Seller's written offer is valid for thirty (30) days from the offer date, unless otherwise specified in the offer. The purchase order becomes binding upon confirmation of the order by the Seller.

## 4. Delivery requirements

The delivery shall meet the requirements stipulated in the agreement documents or product listings referred to in the said documents. The goods shall comply with statutory requirements (legislative act, regulation, Government or ministerial ruling) in force at the time of delivery. If any such legislation is amended subsequent to the entering into force of the agreement, the Parties shall notify each other of said amendment without delay. The impact of amendments on purchase pricing is presented in section 18.

## 5. Ownership and right of usufruct of technical documentation

All images, drawings, calculations and other technical documents related to the offer are the property of Seller. The offer recipient is not entitled to use the above-mentioned documents for their own purposes or in any such manner that may cause harm to the Seller, nor is the offer recipient entitled to disclose the above-mentioned information to a third party.

## 6. Terms of delivery of goods

The terms of delivery of goods is FINN-TERMS 2001, CPT, or delivered under the care of the driver to a named destination - delivery charges and freight costs are invoiced. In export agreements, the INCOTERMS 2010 delivery clause, to be agreed upon for each delivery, applies. The Buyer must notify the Seller if the shipment cannot be made in the manner specified by the Seller due to receiving conditions.

## 7. Insuring of goods

The Seller shall insure the shipment on behalf of the Buyer, unless otherwise agreed in writing, separately billing for any shipment insurance taken. It is the responsibility of the goods receiver to seek compensation for any damage caused during shipment directly from the insurance company that provided insurance for the shipment in question. Advance notice of damages must be made within seven (7) days of the receipt of goods. The damage of goods does not entitle the receiver to refuse shipment or refuse payment of the bill. The orderer is charged for insurance premiums in connection with the bill for the goods in question.

## 8. Delivery time

Delivery shall be made within the specified time period. Unless otherwise agreed, the inventory goods will be delivered on the

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next available standard route transport or otherwise without delay. The delivery period begins on the day the order is accepted by the Seller's order processing system. If the Seller determines beyond reasonable doubt that the solvency of the Buyer has been compromised, the Seller is entitled to securities on its receivables. The Seller has a right to refuse delivery of ordered goods if the Buyer's credit limit has been exceeded or if the order leads to the Buyer's credit limit being exceeded or no security has been provided.

## 9. Notification of delay

The Seller and Buyer shall immediately notify each other of any possible delays in the delivery or receipt of goods. Upon receipt of notification of a delay, the Seller or Buyer shall notify the other Party respectively, explaining the reason for the delay and stating the estimated new date of delivery.

## 10. Delay and dissolution of agreement

If the Buyer demonstrates that they have incurred immediate damage due to delays caused as a result of the Seller's negligence, the Buyer shall be entitled to 0.5% per week compensation for damages as calculated according to the value of the delayed goods. The maximum compensation to be paid due to the delays is 7.5% of the value of the delayed goods.

If the delivery has been delayed by more than 15 weeks and continues to be unfulfilled, the Buyer shall be able to demand in writing a delivery within a reasonable time period, a minimum of one week. If the Seller does not fulfill its obligation within the time period set by the Buyer, the Buyer shall be able to dissolve, in writing, the agreement in connection with the delayed delivery.

The Buyer shall not have a right to demand any compensation or reimbursement due to the delay other than as specified above in this section 10.

## 11. Force majeure

Regardless of the stipulations mentioned in this agreement concerning delays, each Party reserves the right to a reasonable delivery extension of the stated period of delivery specified in this agreement if that Party is unable to meet the stated requirements due to war, imposition of embargoes, natural disaster, labour conflicts or any other extraordinary event that is unforeseeable by the said Party. If any of the above-mentioned events occur, the Party in question must immediately notify the other Party of the event(s) in writing. Failure to do so will result in forfeiture of the right to appeal for a delivery extension on the basis of the said events.

## 12. Defects

The Buyer must notify the Seller of any defects or discrepancies in the goods immediately or no later than within seven days of the time the Buyer discovered or should have discovered the defect or discrepancy. The Seller's liability for defects ends in all cases one (1) year after the goods have been received. If the Buyer fails to notify the Seller within the time period specified above, the Buyer forfeits their right to invoke a defect in the goods.

A manufacturer warranty is good for all goods sold. The Seller is in no way responsible for fulfilling the terms of the manufacturer warranty. If the Seller fails to rectify the defect or deliver new goods within a reasonable time period, the Buyer may (a) have necessary repairs performed at the Seller's expense provided that the Buyer's actions are sensible and reasonable; or (b) demand that the purchase price be reduced by no more than 15%. If the defect is significant and the Seller has not, within a reasonable time period after receiving the Buyer's notification, rectified the defect or delivered new goods, the Buyer can dissolve the agreement in connection with the defective

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goods. If the Buyer dissolves the agreement, the Buyer is entitled to compensation for direct damages due to the defect. The maximum compensation is 15% of the tax-free price of the goods.

The Seller is not liable for the costs of any fault repair work carried out that does not directly involve the goods delivered by the Seller.

The Buyer is not entitled to any compensation or reimbursement due to the defect in the goods other than as specified in this section 12.

### 13. Limitation of risk

The Seller is not responsible for production losses, unrealised profits or any other indirect damages. The Seller is also not responsible for damage to other property caused by the goods.

If the Buyer and the manufacturer or supplier of the goods are in a direct contractual relationship regarding the sale of goods and the Seller primarily provides logistics services or other services, the Seller shall not guarantee the properties of the goods nor is responsible for defects in the goods, delay in delivery or other factors except insofar that they are caused by Seller's intentional neglect or incorrect procedures in the Seller's logistics services or other services. The aforementioned shall apply even if the Seller obtains the ownership of the goods before the ownership is transferred to the Buyer or if the Seller invoices the Buyer for the goods.

The Seller's total responsibility in all cases shall not exceed 15% of the price, exclusive of value-added tax, of the goods that the defect, delay or other factor establishing responsibility concerns or is connected with.

### 14. Receiving and inspection of goods

A dispatch note must accompany all goods or an order confirmation available. Upon receiving the goods, the Buyer must verify whether the shipment corresponds with the dispatch note or order confirmation and per-

form a careful visual inspection to verify that the consignment is undamaged. The Buyer must carry out a thorough inspection of the goods prior to using, mounting or installing them.

### 15. Returns

All returns require the advance approval of the Seller. Goods returned without advance approval will not be redeemed. Returns must occur within 30 days of receipt of the goods. Returned goods must be free of defects and fully intact in their original delivery packaging. A return merchandise authorisation (RMA) completed by the Seller should be included with the return. If the return is not the result of an error by the Seller, the Customer shall be compensated the billed amount less at least 30% and freight and packing costs.

A return handling fee of €30 per return shall be assessed.

Products specially ordered for the Customer are not eligible for return.

### 16. Transfer of ownership rights

Ownership rights for the goods are transferred to the

Buyer upon full payment of the purchase price. An accepted bill of exchange is not considered payment. However, the Buyer reserves the right to sell, within the normal parameters of business, goods that have not yet been paid for. In such cases, ownership rights are transferred to the Buyer upon receipt of the goods. The Seller reserves the right to invoke the ownership retention provision in order to reclaim its sold property. The Seller may also deny the retail sale or installation of goods if the Buyer has any outstanding invoices from the Seller, or if insolvency proceedings have been started against the Buyer or the Buyer in some other way has demonstrated that its ability to make payments or its financial status has been compromised to the extent that the Buyer may not be able to make payments to the Seller. In such a case, the Buyer is obli-

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gated to surrender the goods in question to the Seller at the Seller's request. If the Buyer is unable to pay off outstanding invoices in cash, payment can be made in goods that have been transferred to the Buyer's ownership, provided that the Seller approves of this on a case-by-case basis.

## 17. Outstanding invoices

If the Buyer has any unpaid outstanding invoices, the Seller reserves the right to demand immediate payment of all Buyer invoices. The Seller reserves the same right if the Buyer files for bankruptcy or corporate restructuring.

## 18. Purchase price

The purchase price is paid in accordance with the terms of payment. The terms of payment are 7days net + week collection invoice. The purchase price is deemed paid once the full payment has been deposited in the Seller's bank account. Cost changes resulting from Government legislation (legislative act, regulation, Government or ministerial ruling) which affect the price of goods, and for which the grounds were established subsequent to

submitting of a tender leading to an agreement or signature of such an agreement and which could not be taken into consideration in the drafting of the said tender or agreement, shall be taken into consideration as an increasing or decreasing factor of the purchase price should either Party request this of the other Party within one (1) month of the entry into force of the applicable legislation.

In regard to foreign goods the price is bound to the currency rate of the manufacturing country listed by the European Central Bank on the date of tender as well as all valid net sales tax, import, customs fees and regulations. If any of the above-mentioned items are changed by the invoice due date (with currency rates greater than +/- 2%), the Seller reserves the right to change prices correspondingly.

## 19. Penalty interest

If the Buyer fails to pay the purchase price within the period agreed, the Seller shall levy a 16% penalty interest starting from the invoice due date. The penalty interest shall be charged in a reminder invoice and a reminder fee.

## 20. Resolution of disputes

The Seller reserves the right to opt to settle disputes arising from this agreement through arbitration or a court of first instance in the Seller's domicile in preference to a court of law. Disputes shall be resolved in accordance with the national legislation of the country of the Seller.

## 21. Services

These terms of delivery will be applied where applicable to the Seller's services. Service charges are levied in accordance with the separate valid service price list.

## 22. Products for use in nuclear power stations

The Buyer commits to making a separate agreement with the Seller about the supply of ABB products to nuclear power stations, nuclear vessels or other nuclear devices, vehicles or plants. Specific attention must be given to the fact that ABB's products or systems must not be supplied to safety classified systems detailed in the Radiation and Nuclear Safety Authority's (STUK) guide, YVL 2.1/Guide 26.6.2000, without a separate approval from ABB. ABB's products supplied for use in nuclear power stations must always be purchased separately from ABB and the order marked clearly as Nuclear Power Station product order. Once the order has been placed, ABB handles (endorses or rejects) the order in accordance with the company's normal processes.

## 23. Data Protection Clause

In the event of processing of personal data by either Party for the performance of the agreement, each Party commits to comply

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The logo for Rexel, featuring the word "REXEL" in white, uppercase, sans-serif font on a dark blue rectangular background with a thin white horizontal line below it.

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with requirements under applicable law, including the European Regulation 2016/679 of the Parliament and of the Council of 27 April 2016, from the collection of personal data and for the whole duration of the data processing.

In particular, each Party commits to make the data subjects aware of the purpose(s) and means of data processing carried out, obtain their prior consent where necessary and make them able to exercise their rights implement the appropriate technical and organizational measures in order to ensure the security of such data, i.e. their confidentiality, integrity and availability.

In this respect, the Rexel Finland Oy data protection policy is available at: <https://www.rexel.fi>.

The other Party commits to communicate such Rexel Finland Oy policy, as the case may be, to its concerned collaborators and stakeholders, and to communicate its own policy to Rexel Finland Oy, its collaborators and stakeholders, along with any concerned data subject.

## **24. Appendix**

APPENDIX 1 - Online store General Terms and

Conditions