

General Terms of Delivery

Kuohu Artesian Waters Oy, Valid as from 1.1.2025



SCOPE

These general terms of delivery ("Terms of delivery") apply to all sales of products and services ("Product") between Kuohu Artesian Waters Oy ("Kuohu") and the Buyer ("Buyer") as well as to all Kuohu's offers, sales contracts, order confirmations, shipments and deliveries ("Delivery"), unless otherwise particularly agreed in writing between parties. All changes to these Terms of delivery shall be agreed in writing. These Terms of delivery are available, inter alia, on the website of Kuohu and they shall become a part of the agreement in offers, orders and other sales documents. Kuohu may from time to time amend these Terms of delivery. In the event that Kuohu amends these Terms of delivery, the new Terms of delivery shall apply to both new orders and orders that have been made but not delivered.

1. CONCLUSION OF A SALE

1.1. Validity of an offer

A written offer is valid for 24 hours after it has been made, unless otherwise stated in the offer. To an orally made offer shall be answered immediately, unless the parties agree otherwise.

1.2. Order / Conclusion of a Contract

A sale is concluded after Kuohu has confirmed the order or delivered the Product. In offer-based sales a contract is concluded after the Buyer has informed that it accepts the offer made by Kuohu without any additional terms or changes.

2. E-COMMERCE

2.1. Registration and User ID

For orders made electronically via the Internet, Kuohu issues the Buyer a user ID to the e-commerce platform of Kuohu ("Kuohu Web"). Creating and using a user ID requires a valid customer relationship.

The Buyer is solely responsible for all information provided when creating or changing the user ID or while using Kuohu Web. The Buyer affirms that all information provided at the time of creating or changing a user ID to Kuohu Web or otherwise are up to date, correct and truthful. The Buyer may update the given information at any time and is obliged to maintain all information up to date, correct and truthful at all times. Kuohu Web services are dependent on information provided by the Buyer. Kuohu shall not be liable for any content or defects that are based on any answers or information which are not up to date, correct and truthful if provided by the Buyer.

The Buyer is solely responsible for all orders which are made by using the user ID given to the Buyer, even if such orders would be based on unauthorized use or misappropriation of the user ID. Kuohu would become liable for any such order only if the user ID has not been closed without undue delay after the Buyer has made a written request to close the user ID to Kuohu. Using other Buyers' user ID, user account or other information is absolutely forbidden.

If Buyer's user ID disappears or they have been misused or there has been an attempt to misuse them, the Buyer primarily has the responsibility to close said user ID in Kuohu Web and secondarily to inform Kuohu immediately. In such case and after the Buyer's notification, Kuohu shall close the user ID without undue delay. Such requests shall be made in writing.

2.2 Kuohu's Rights to Kuohu Web and its Contents

Copyrights and all other intellectual property rights to Kuohu Web and its contents belong to Kuohu and to the owner and/or licensor of the materials published in Kuohu Web. Copyright and all other intellectual property rights of the texts, photos and other content published on the website are the property of Kuohu or published with the permission of owner of the rights.

2.3 Data Protection and Marketing

Kuohu may use cookies on Kuohu Web. A cookie is a small text file that is stored on the user's terminal device by the browser. For more information about Kuohu's cookie policy, please see the document 'Cookie policy' on Kuohu Web.

The Buyer understands and accepts that profiles and other information or material that the Buyer has added to Kuohu Web can be used as a part of marketing of Kuohu Web. For more information about processing of personal data, please see the document 'Privacy statement customer registry' Kuohu Web.

2.4 Buyer Content on Kuohu Web

When uploading, sending or saving materials or other content to or via Kuohu Web or receiving materials or other content via Kuohu Web, you shall grant Kuohu a free right and license to use, maintain, copy and modify such materials and other content. Such rights of use are solely given for purposes of maintaining, marketing and improving the service and developing new products.

2.5 Accessibility of Kuohu Web

In principle, Kuohu Web is always accessible. Regardless of Kuohu's efforts, there may be temporary or short-term interrupts caused by e.g. maintenance, general malfunctions of the system or telecommunication links or so called Force Majeure events. An undisturbed access or continual and undisturbed availability of Kuohu Web is not granted to the Buyer. Kuohu shall not be responsible for any such interruptions or defects or any other interruptions of defects in technical systems or data transmission.

If the Buyer breaches terms concerning Kuohu Web, Kuohu has the right to close and delete a user ID of the Buyer in question. Kuohu has the right to refuse a Buyer's request for creating a user ID and delete a user ID if it has grounds to believe that the Buyer in question uses Kuohu Web for illegal purposes or does not comply with the terms of these Terms of delivery.

3. OBLIGATIONS OF KUOHU

3.1. Delivery

Products are delivered FCA Kuohu's warehouse (Incoterms 2020). Prices quoted at Kuohu Web, price lists and offers are for unpacked Products. Kuohu charges delivery, freight, insurance costs and packing fees and other customer-specific costs separately from the Buyer. The Products may be delivered directly from the Kuohu's warehouse to the Buyer's own customer. The Buyer is responsible for the correctness of the delivery information it provides, whether they are the Buyer's own customer.

The Buyer is responsible for the correctness of the delivery information it provides, whether they are the Buyer's own information or the Buyer's own customer's information. The Buyer is obliged to inspect all Products after the delivery. Each delivery is considered to be accepted after the Buyer has acknowledged the delivery without any notices.

3.2. Delivery Time and Consequences for Delay

Kuohu delivers the Product at a separately agreed time ("Delivery date"). Unless otherwise agreed, Kuohu delivers Products as soon as the deliverable Product is available. If the delivery is delayed from the given Delivery date and

the delay is solely caused by Kuohu, the Buyer has the right to cancel the order and/or agreement concerning such delivery. However, if the delay lasts no longer than fifteen (15) business days, the Buyer has no right to cancellation. The Buyer shall have no cancellation right either on the basis of delay if Kuohu has produced the customized product on the Buyer's request. The right to cancel the order is the sole consequence of the delay and Kuohu is not liable for any damages caused to the Buyer as a result from the delay

3.3. Transfer of Risk

The risk of loss or damage shall pass from Kuohu to the Buyer in accordance with the delivery term stated in the clause 3.1 of these Terms of delivery. The risk of loss or damage is transferred to the Buyer at the latest when the Product has been delivered to the recipient.

3.4. Product Deficiencies and Limitation of Liability

If a defective Product has been delivered, the maximum and aggregate liability of Kuohu is limited to, at its own discretion, substituting the defective Product to a similar or corresponding product or refunding the price of the Product. In the event that the deficiency concerns only a part of the delivery, the liability of Kuohu is applied only to the defective part of the delivery. Kuohu is not liable for any damage or costs caused to the Buyer due to the defect. For clarification, Kuohu is never liable to compensate to the Buyer any indirect, consequential, punitive or special damages caused by suspension of operations, loss of margin, terminated agreements of the Buyer or any other damages similar kind, even if they are caused by the defect or delay of the Product.

If the Buyer has sold or otherwise assigned the Product delivered by Kuohu to the consumer and the consumer claims Kuohu directly according to the market consumer protection legislation, the Buyer is responsible to indemnify and hold Kuohu harmless against and from all costs Kuohu has paid to the consumer in case the same claims would be ineffective against Kuohu due to these Terms of delivery or other agreement between the Buyer and Kuohu.

Kuohu shall not be liable for any incorrect price information. In the event that such error is evident, Orders and sales based on such incorrect prices are not binding on Kuohu.

3.5 Quality

The product's best before date is indicated on the products and packaging. The buyer is obliged to store the products properly as described in the product.

3.6. Force Majeure

Kuohu is not responsible for any defects or delays of the Product that are caused by an event of force majeure that are beyond the control of Kuohu and which occur after the time of concluding the agreement or whose effects Kuohu could not have avoided. Events of force majeure are considered to include for example disturbance, strike, boycott or other industrial action, irrespective of whether Kuohu is a target or a participant. Events of force majeure include also war, mobilization, fire, machine damage, import and export embargoes and restrictions, lack of carrier, closure of the manufacture, disturbances in traffic, distraction of data system and attacks against information system, natural disasters, thefts at the premises of Kuohu, vandalism and all other impediments which are beyond the control of Kuohu. Events of force majeure which have occurred to Kuohu's associate, contracting party or subcontractor are considered to be reasons to discharge Kuohu from any liability, if Kuohu cannot acquire the Product, service or subcontracting from elsewhere without substantially unreasonable costs or remarkable loss of time. Kuohu shall give a notification of the beginning and ending of a force majeure event to the Buyer without undue delay.

3.7. Cancellation of Order

If Kuohu is unable to deliver the ordered Product to the Buyer due to production or delivery-related reasons, Kuohu may offer an alternative Product instead. Price of the alternative Product is always customized and does not correspond to the price of the ordered Product. The Buyer is not obligated to order an alternative Product, in which

case the sale of the originally ordered Product is cancelled. Kuohu reserves the right to cancel the order related to batch trade services.

4. OBLIGATIONS OF THE BUYER

4.1. Payment Terms and Price Changes

The general payment term of Kuohu applies to the payment of the Products. The general payment term is fourteen (14) days net, unless otherwise agreed. A customer-specific payment term is given to the Buyer, to whom has been granted a credit limit. In such cases the customer specific payment term is applied unless otherwise agreed. After the Products have been delivered from Kuohu's warehouse, they will be invoiced immediately, and this is the beginning of the payment period. If an invoice or a delivery of the Products is partly defective, the Buyer shall make a notification of the invoice and pay the part of the invoice that corresponds to the undisputed part of the delivery. The Buyer is responsible to pay interest for late payment. The late payment interest is 13 % per annum. In case of delayed payment, the penalty interest will be invoiced as from the due date with a separate monthly invoice. Kuohu has also right to charge reasonable collection charges from the Buyer. In addition, if the Buyer does not pay its invoices on time, Kuohu has the right to refrain from other deliveries to the Buyer unless due payments are paid, or the Buyer has set a security accepted by Kuohu. If it is known that the payment of the Buyer will be essentially delayed, Kuohu has the right to refrain from the deliveries. In the event that the delivery is delayed because of the Buyer's credit limit problems or overdue payments, Kuohu is not obliged to pay compensation to the Buyer.

Price is agreed between Kuohu and the Buyer. Prices do not include value added tax or any other public fees which will be added separately to each invoice. Kuohu reserves the right to change any prices after the enforcement of the sales agreement, if exchange rates, import duties, value added tax or other costs, taxes or similar costs that are beyond the control of Kuohu change before the date of delivery.

4.2. Buyer's Delay

If the Product has been ordered to be delivered to the warehouse of Kuohu at the Buyer's request and the delivery is delayed due to the Buyer or a third party in the Buyer's control, Kuohu has the right to invoice the Product at the originally agreed delivery date. Same applies to all postponements of the Product deliveries that are requested by the Buyer. Kuohu has the right to invoice the Buyer for storage costs and other similar costs as well as damages that are caused by the aging of the Product.

4.3. Securities

In case Kuohu has a reason to believe that the price or a part of it would not be paid, Kuohu can demand the Buyer to deposit a security. The security shall be deposited before the Product is delivered.

4.4. Notice of Defect and Correction

If the delivery is in whole or partly defective, the Buyer shall give a notice immediately in writing to Kuohu or at the latest within eight (8) business days from the delivery date. Kuohu has the right to correct the defect or deliver a new Product at its first option. The Buyer does not have right to demand a new delivery, if there have been changes of circumstances that fundamentally affect the relations between the originally agreed obligations. Possible returns of the defective or incorrectly delivered Products must be agreed with Kuohu separately. The Product shall be returned in its original package and an RMA reference number provided by Kuohu must be included in the package.

4.5. Cancellation of Order

If the Buyer wishes to cancel the order, a notification shall be sent to Kuohu without delay and before the order confirmation has been sent to the Buyer. After the order confirmation has been sent to the Buyer, the order is binding on the Buyer and cannot be cancelled.

4.6. Pick-ups from the Kuohu warehouse

If the Buyer chooses pick-up as a mode of delivery, the order will be delivered to the Kuohu's pick-up location at Kuohu warehouse. The Buyer's contact person, who is listed as a contact person in Kuohu's ERP-software, may collect the order. The person shall be liable to verify his/her identity when collecting the order. The order shall be collected within two (5) business days after the delivery has been completed.

4.7. Product Returns

In certain situations, the Buyer may return the Product if Kuohu separately allows the return. The Buyer is responsible to perform the return according to Kuohu's return processes: The Buyer shall ask a permission to return the Product, the Product shall be packed properly, and it shall be sent to the address given by Kuohu. Kuohu has the right to charge in full all costs that may be caused by the return from the Buyer.

4.8. Acceptance of the Delivery and Hidden Damages

The recipient of the Product is, at the time of delivery, responsible to inspect the delivery's faultlessness, correctness, quality and amount. The recipient shall notify the possible deviations and defects immediately to the freight forwarder for records and furthermore the recipient shall inform Kuohu by writing as well of these deviations and defects. The Hidden damages which are not visually apparent at the time of the reception, shall be notified to Kuohu within seven (7) days after the delivery has been received. After that time, Kuohu's and carrier's liability for any damage shall expire.

4.9. Direct Delivery to the Buyer's Customer

The Buyer's Customer (End Customer) to which the Buyer has sold the Product and to whom the Product is delivered at the Buyer's request, shall be bound by the same obligations as set forth to the Buyer in clauses 4.4. and 4.8.

5. INSURANCE

Kuohu insurance the Delivery during transportation when the delivery address is in Europe. Transportation insurance provided by Kuohu shall cease when the Delivery is delivered to the delivery address according to the insurance policy and it has been unpacked from the transportation vehicle.

If the transport of the Delivery is insured by the Buyer or a third party, the Buyer shall give the name of the insurance company and the insurance number in writing to Kuohu. In such cases the Buyer is fully responsible for the Product after the delivery from Kuohu's warehouse.

Kuohu does not insurance the Delivery outside Europe during transportation unless otherwise agreed.

6. TRANSFER OF TITLE

The ownership of the Product transfers to the Buyer only after the whole purchase price has been paid to Kuohu, unless otherwise agreed.

7. SPECIAL OBLIGATIONS OF THE BUYER / EXPORT

Products delivered by Kuohu are meant to be used and to stay in a country of destination specifically agreed in writing between Kuohu and the Buyer. Export of the Products ("Export") is performed in accordance with international export regulations. The Buyer commits to independently check all applicable export control and

external trade regulations and to obtain all permissions that are required by the export control authorities in question before the Products can be Exported.

8. PROCESSING OF PERSONAL DATA

The Buyer commits to provide Kuohu with true and appropriate information for the Delivery of the Product. Kuohu does not process any personal data of the Buyer based on these Terms of delivery or any agreement concluded under this Terms of delivery. Should the Buyer, in its role as a controller, disclose or transfer any personal data to Kuohu for processing, it should notify Kuohu in advance in writing. In such cases both parties commit to comply with all regulations stated in the Article 28 of the general data protection regulation (EU 2016/679). The parties commit to also sign a separate data protection agreement before the processing of personal data begins.

For such actions in which Kuohu is acting as a controller, the Privacy Notice of Kuohu can be found on the website of Kuohu by logging in with a user ID. Kuohu as a controller uses personal data only for the purposes and according to the terms described in the Privacy Notice.

Kuohu storages personal data only for as long as it is necessary for delivering the Product or for as long as Kuohu is required to do so under applicable legislation (for example regulations to retain information set in trade, accounting and tax laws)

9. LIMITATION OF LIABILITY

In no event shall Kuohu be responsible for any Buyer's consequential, punitive, indirect or special damage including, but not limited to, any loss of income, profit, production or information, economic loss, or indirect or special damages or any costs of penal nature. In no event shall Kuohu, its suppliers and distributors be liable for any loss or damage which they could not have reasonably foreseen.

Kuohu shall not be liable for any damages resulting from any outage of the Kuohu website, outages of the information system(s) or technical malfunctions.

Kuohu's maximum and aggregate liability under these Terms of delivery is at all times limited to the value of the Delivery.

10. CONFIDENTIALITY AND DATA PRIVACY

The Buyer shall keep confidential all commercial and other information that is considered to be confidential of the nature, such as e-commerce user ID, price sheets, pricing principles, offers, discounts, agreements and content of the agreement. Kuohu may store any information that is related to orders, agreements and customer relationship and transfer such information to third parties for the specific purposes in order to fulfil a contract.

11. APPLICABLE LAW AND DISPUTE RESOLUTION

Deliveries subject to these Terms of delivery shall be governed by the substantive laws of Finland excluding its choice of law provisions.

Any dispute between Kuohu and the Buyer arising out of or relating to these Terms of delivery shall primarily be resolved by amicable negotiations between the parties. If the dispute cannot be resolved in a conciliatory manner, disputes arising out of these Terms of delivery or the agreement shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland and the language of the arbitration proceedings shall be English. Notwithstanding the aforesaid, Kuohu shall always be entitled to commence litigation in the district court of the Buyer's place of business, at its discretion.