

## 1. Application

These general sales conditions shall apply unless otherwise agreed by written agreement between the parties. Should the purchaser present in his order a provision which conflicts with the sales conditions of Reka Cables Ltd, the conditions of Reka Cables Ltd shall prevail even in case Reka Cables Ltd fails to object to such provision. By placing an order the purchaser approves these general sales conditions in the present and also future business relationship between Reka Cables Ltd and the purchaser.

## 2. Offer

Offer shall be valid for a period as stated therein. Unless otherwise stated, the offer shall be valid for thirty (30) days from the date of offer. Reka Cables Ltd is entitled to amend the price and the delivery time of the offer should conditions not attributable to Reka Cables Ltd so warrant.

## 3. Order and Agreement

Order placed in accordance with the offer within the validity of offer shall be considered as an agreement between Reka Cables Ltd and the purchaser. In case the order is not based on an offer made by Reka Cables Ltd it shall become binding upon Reka Cables Ltd accepting it. Reka Cables Ltd shall send a confirmation of order to the purchaser upon request. The agreement shall supersede and cancel any prior conditions or agreements, written or oral, which shall become null and void.

Reka Cables Ltd shall not be liable for any incorrect delivery made according to an oral order unless the purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

## 4. Material and tolerances

The material requirements and the tolerances applied shall only be those stated by Reka Cables Ltd in the technical specification related to and the standards referred to in the agreement. The material requirements, standards to be applied and the tolerances for special products manufactured according to purchasers instruction must always be defined in the purchaser's inquiry or the order. Reka Cables Ltd guarantees that material in deliveries is in accordance with the specifications agreed upon. Unless otherwise agreed, the tolerances shall be as generally applied by Reka Cables Ltd.

## 5. Materials supplied by the Purchaser for special products

Materials supplied by the purchaser for special products shall be delivered DDP Reka Cables Ltd at the time as previously agreed upon. The purchaser shall be liable for that the materials delivered are in accordance with the specifications agreed upon. Furthermore, the purchaser shall be liable for the costs caused to Reka Cables Ltd by defective materials or unfit materials, which cannot be used for any other reason.

## 6. Quality

Reka Cables Ltd guarantees quality and quality control of delivered products according to ISO 9001.

## 7. Terms of Delivery, Passing of Risk and Sustainable Development

Delivery terms shall be interpreted according to the current Incoterms. Unless otherwise agreed, delivery terms are EX WORKS (Incoterms 2020) producing factory in question and according to shipment instructions of the buyer. The products shall be delivered according to the instructions given by the purchaser. The products are delivered in appropriate packages. However, should the products require special packing, the purchaser will be separately charged for such special packages.

Reka Cables is committed to environmental targets according to UN Sustainable Development Goals (Agenda 2030) and our cables are not allowed after year 2020 in new power plant projects built to use fossil fuel.

## 8. Delivery Time and Delay

In case Reka Cables Ltd finds that the contractual delivery time cannot be adhered to Reka Cables Ltd shall inform the purchaser thereof without delay. If the delay is not due to force majeure reason and the delay causes considerable disadvantages to the purchaser he is entitled to cancel the

order or part of it provided that the delay is more than four (4) weeks. Unless otherwise agreed, Reka Cables Ltd shall neither be liable to pay penalty, indemnifications or liquidated damages in case of delay, nor shall Reka Cables Ltd be held responsible for any indirect or consequential damages caused to the purchaser.

## 9. Force Majeure

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, currency restrictions or any other circumstances beyond the control of the parties. The party wishing to claim relief by force majeure shall notify the other party without delay on the intervention and on the cessation of it.

## 10. Prices

Prices offered do not include value added tax. Value added tax shall be added, when necessary, to the final amount of the invoice on prevailing rate at the date of the invoice. Reka Cables Ltd reserves the right to price adjustments in case of changes in production costs not attributable to Reka Cables Ltd, such as major changes in prices of raw materials or in exchange rates and the like. Reka Cables Ltd shall inform the purchaser of general changes in prices not less than fourteen (14) days prior to the amendment. In case the purchaser does not approve the change he is entitled to cancel the order within seven (7) days after having received the information of the change in price.

## 11. Payment Terms and Ownership of Products

Payment shall be made according to the conditions set out in the offer. The time of payment shall be fourteen (14) days net from the date of the invoice, unless otherwise agreed. The products shall remain the property of Reka Cables Ltd until they have been paid for in whole. A breach of this condition shall entitle Reka Cables Ltd to cancel all orders and terminate the business relationship with the purchaser with immediate effect. Should the purchaser fail to fulfil his liability to pay within the time of payment Reka Cables Ltd is entitled to cease the further deliveries.

## 12. Prepayment as a condition precedent to deliver

Reka Cables Ltd shall also have the right, at its sole discretion, to demand prepayment as a condition precedent of delivery or continuation of an ongoing delivery, if there is reasonable doubt to suspect that the buyers ability to make payments has become questionable or that the buyer shall not pay on due date. In case of overdue payment interest shall be collected for each delayed day according to the interest rate as set out in the invoice.

## 13. Defective Delivery, Guarantee, special products

The purchaser shall, within eight (8) days after receipt of the delivery, inform Reka Cables Ltd of any and all defects in the delivery or in the products that he has noticed or should have noticed. After this period the goods delivered shall be considered as complete and in good condition, and the purchaser is no longer entitled to make a complaint about such defect in the delivery or in the products.

Reka Cables Ltd guarantees its products according to separate Reka Cables Standard Guarantee and Liability Terms, which are an integral part of these conditions. For special products or when the product has been produced according to specifications given by the purchaser, Reka Cables Ltd shall be liable for that the structure of the product meets the specifications. Reka Cables Ltd shall not, however, be liable for the defects due to material or construction ordered by the purchaser, nor shall Reka Cables Ltd be liable for the product being suitable for the use it is planned for, unless otherwise agreed. Reka Cables Ltd shall only be responsible for such damages as may arise when the product is correctly used in such conditions the product is intended for. Reka Cables Ltd shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the purchaser without the prior written consent of Reka Cables Ltd. Furthermore, Reka Cables Ltd shall not be held responsible for any faulty repairs made by the purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

The purchaser shall return the products rejected in inspection of the delivery or because of a fault covered by the guarantee to Reka Cables Ltd at the cost of Reka Cables Ltd. Reka Cables Ltd shall deliver the repaired or replaced products to the original destination at its own cost.

**14. Patents and Other Industrial Rights**

The purchaser shall be liable for investigating whether the special product is protected by a patent or any other restriction such as protection for patterns and designs, and inform Reka Cables Ltd thereof. Furthermore, Reka Cables Ltd shall be entitled to claim compensation from the purchaser in case of damage caused to Reka Cables Ltd due to offence against such restriction.

**15. Product Liability**

Reka Cables Ltd shall be liable for damages to products and damages to third parties caused by Reka Cables Ltd's products according to current product liability laws in EU and these conditions (see also Orgalime S 2012, article 40. and 45.). Both parties shall have sufficient product liability insurance.

Should Reka Cables Ltd have reason to suspect that a product may cause danger to users or third parties, Reka Cables Ltd shall have the right to interrupt the delivery and to recall the product. In such occasions the stipulations regarding force majeure shall be applied.

**16. Liability limitation**

Reka Cables Ltd shall not be liable for damages caused by faulty installation of faulty maintenance unless Reka Cables Ltd itself has made the faulty installation or the faulty maintenance. Reka Cables Ltd shall not be liable for damages caused by inappropriate use of the product. Reka Cables Ltd shall not be liable for any indirect or consequential damages and economical losses, such as lost profit (see also Reka Cables Ltd Standard Guarantee and Liability Terms). The liability of Reka Cables Ltd is in all circumstances limited to the total amount of the order placed by the purchaser. The contractual penalty or liquidated damages payable by Reka Cables Ltd shall become due at the purchaser's written demand, but not before the complete delivery of the product or the cancellation of the order under clause 8.

**17. Arbitration**

This agreement shall be governed by the laws of Finland without regard to its principles and rules on conflict of laws. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute or claim concerning or relating to this agreement, or the breach, termination or validity of the 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 and the Finland Chamber of Commerce shall choose the arbitrator. The seat of the arbitration shall be Helsinki and the language of arbitration shall be Finnish. The decision of the arbitration tribunal shall be final. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrators. However, Reka Cables Ltd shall, at its sole discretion, have the right to bring an action based on unpaid invoices against the buyer in District Court of Hyvinkää, Finland, which in such cases shall be the first instance legal forum.

**18. Orgalime S2012, Interpretation**

1. Orgalime S2012 general conditions, except for articles 13-16, 19, 21; chapter 1 and 2, articles 27, 30, 31, 38, 41, 46 and 47 are an integral part of these terms.

The conditions of the agreement shall be applied in the following order: 1. The conditions of the Agreement, 2. Reka Cables General Sales Conditions, 3. Reka Cables Standard Guarantee and Liability Terms, 4. Orgalime S 2012, 5. Incoterms 2020.