PROID SOLUTIONS OY

General Terms of Sale

Version 1.0 · Effective from 6.11.2026

These terms apply to products and services sold by ProID Solutions Oy, unless otherwise agreed in writing with the customer.

1 Scope of application

These General Terms of Sale (the “Terms”) apply to sales between ProID Solutions Oy (the “Seller”) and the customer (the “Buyer”) (together the “Parties”), unless the Parties have agreed otherwise in writing.

2 Definitions and order of precedence

2.1 Definitions

Goods
The products and/or related deliveries supplied by the Seller, as agreed in the quotation and/or the Order Confirmation.

Order Confirmation
The Seller’s written confirmation of the Buyer’s order delivered to the Buyer (e.g. by email).

Business Day
Monday to Friday, excluding public holidays in Finland.

Place of Delivery
The Seller’s premises or other handover location from which the Goods are handed over for carriage or to the Buyer, as specified in the quotation and/or the Order Confirmation.

2.2 Order of precedence of documents

Unless otherwise agreed in writing, the following order of precedence applies to the contract:

1. a separate written agreement;
2. the Seller’s Order Confirmation;
3. the Seller’s quotation and its appendices;
4. these Terms.

The Buyer's purchasing or ordering terms are not binding on the Seller, even if referred to in the Buyer's order or any other document, unless the Seller has accepted them in writing.

3 Formation of the contract

3.1 Quotation

The Seller's quotation is valid for the period stated in the quotation. If no period of validity is stated, the quotation is valid for 30 days from its date. The Seller reserves the right of prior sale.

The quotation and the related calculations and other documents, as well as all rights relating to them, are the property of the Seller. The recipient of the quotation may not use them to the detriment of the Seller, disclose information from them to third parties, or use any customised technical solutions included in the quotation for any purpose other than evaluating the sale in question.

The quoted price is based on the information and quantities provided by the Buyer. If the actual order differs from the information or quantities provided, the Seller is entitled to adjust the delivery and/or the price according to the final information. The Buyer is responsible for the accuracy of the information it provides to the Seller regarding the intended use of the goods.

3.2 Conclusion of the contract

In a sale based on a quotation, the contract is concluded when the Buyer has notified its acceptance of the Seller's quotation. Otherwise, the sale is concluded when the Seller has sent the Order Confirmation or delivered the goods.

If the Buyer's order differs from the Seller's quotation, the sale is deemed to have been concluded on the terms of the Seller's quotation, unless the Seller has confirmed otherwise in writing.

The Buyer is responsible for checking the accuracy of the Order Confirmation. Delivery times stated by the Seller are estimates unless a binding delivery time has been expressly agreed.

3.3 Order changes, cancellations and returns

If the Goods have been manufactured or procured specifically for the Buyer in accordance with the Buyer's instructions and wishes, the Buyer is not entitled to cancel the order after the Order Confirmation or to return delivered goods, unless the Seller has agreed otherwise in writing.

Any return is possible only with the Seller's prior written consent and in accordance with the Seller's return instructions. Returned goods must be unused and in saleable condition. The Buyer bears the return costs unless otherwise agreed.

3.4 Buyer's materials and approvals

If the Buyer supplies material to the Seller (e.g. texts, dimensions, drawings, PDF or DWG files, logos, marking or printing material), the Buyer is responsible for the accuracy of the material and for having the right to use it and to provide it to the Seller.

The Seller is not liable for errors resulting from information or material supplied by the Buyer or from an approval given by the Buyer (e.g. approval of a proof or sample).

Engraved, printed and cut products may show minor variations in shade, dimensions and surface compared with a proof, sample or previous delivery due to material batches and the manufacturing method. Such minor variations do not constitute a defect.

3.5 Seller's materials and tools

Drawings, layout files, engraving and cutting programs, fixtures and other materials and tools prepared by the Seller for manufacturing, and all rights relating to them, remain the property of the Seller even if their production costs have been charged to the Buyer, unless otherwise agreed in writing.

4 Seller's obligations

4.1 Delivery time

Unless otherwise agreed, the delivery time is calculated from the latest of the following:

- the date the contract was concluded;
- the date the Buyer provided the Seller with the information necessary for the delivery;
- receipt of the Buyer's approval of a proof or sample;
- receipt of an agreed advance payment or security.

4.2 Delivery terms

Unless otherwise agreed, the delivery term is FCA (Incoterms® 2020) at the Place of Delivery. The Place of Delivery is the Seller's premises or other handover location specified in the quotation and/or the Order Confirmation. If no Place of Delivery has been specified, the Place of Delivery is the Seller's premises from which the Goods are handed over for carriage at the time.

4.3 Transfer of risk

The risk of damage to or loss of the goods passes to the Buyer when the goods are handed over, in accordance with the contract, to the Buyer or to an independent carrier for carriage, unless otherwise provided by the delivery term.

If the goods are not handed over at the right time due to the Buyer or a circumstance on the Buyer's side, the risk passes to the Buyer when the Seller has done what is required of it under the contract to enable the handover.

4.4 Warranty, liability for defects and properties of the Goods

Unless expressly agreed otherwise in writing, the Seller gives no separate warranty for the Goods.

The Seller is liable for the quality, properties and defects of the Goods only to the extent that the Goods deviate from what has been agreed or from information given by the Buyer in writing specifically relating to the sale in question.

4.5 Partial deliveries

The Seller is entitled to deliver the Goods in partial deliveries unless otherwise agreed. The Seller is entitled to invoice partial deliveries separately.

4.6 Delay

The Seller shall notify the Buyer of a delay without undue delay, stating the reason for the delay and an estimate of the new delivery date.

If the manufacturer of the goods, or the party from which the Seller procures raw material for manufacturing the product, has not fulfilled its contract and the Seller's delivery is delayed as a result, the Seller is not liable to the Buyer for any damage caused thereby.

If the goods are not handed over or are handed over too late and this is not due to the Seller or a circumstance on the Seller's side, the Buyer is not entitled to demand delivery if circumstances have changed in a way that materially alters the balance of the originally agreed obligations.

If the delay is caused by the Seller, the Buyer may claim compensation for direct damage it can demonstrate. Unless otherwise agreed, the compensation amounts to no more than 0.5% of the value of the delayed delivery for each full week after the delivery date. The total compensation may, however, not exceed 5% of the value of the delayed delivery.

The remedy set out in this section 4.6 is the Buyer's sole remedy for claiming compensation for the Seller's delay, unless otherwise provided by mandatory law.

4.7 Damages and limitation of liability

The Seller is not obliged to compensate the Buyer for any indirect damage caused by a defect in the goods, delay in delivery or other non-conformity, or for any other reason, such as loss of production, downtime costs, loss of profit, contractual penalties, reinstallation or dismantling costs or other consequential financial loss.

The Seller's liability for direct damage is limited to the purchase price (excluding VAT) of the defective or delayed Goods.

The limitations of liability in this section and in sections 4.6 and 8 do not apply if the damage has been caused intentionally or through gross negligence.

5 Buyer's obligations

5.1 Purchase price

The purchase price is the price agreed between the Parties. If no price has been agreed, the purchase price is the price charged by the Seller.

Prices are exclusive of value added tax unless expressly stated otherwise.

5.2 Terms of payment

Payment terms are 14 days net. The payment period is calculated from the invoice date unless otherwise agreed.

The Seller is entitled to require an advance payment or security from new customers and for products manufactured specifically for the Buyer.

If the purchase price is not paid by the due date and this is not due to the Seller, the Seller is entitled to suspend further deliveries until overdue payments have been made or acceptable security has been provided. The Seller is also entitled to withhold deliveries when it is evident from the Buyer's notice or otherwise that the Buyer's performance will be materially delayed. The Buyer is not entitled to make any claims for compensation arising from such suspension.

5.3 Price adjustment

The Seller reserves the right to adjust prices if exchange rates, import charges or other charges, taxes or public fees beyond the Seller's control change before the Buyer's payment.

If exchange rates affecting the purchase price change, the Seller is entitled to change the euro-denominated price in the same proportion for the part of the purchase price that the Seller has not received from the Buyer at least one business day before the date of the exchange rate change.

5.4 Late payment

In the event of late payment, penalty interest is charged in accordance with the Finnish Interest Act from the day following the due date of the invoice. The Seller is also entitled to charge the fixed compensation of 40 euros for recovery costs under the Finnish Interest Act, as well as reasonable recovery costs to the extent they exceed the fixed compensation.

5.5 Buyer's delay (postponement of delivery)

If the Seller has to postpone the delivery for a reason attributable to the Buyer, the Seller is entitled to invoice the product according to the original delivery date or to charge compensation under section 5.4 for the period of delay. In addition, the Seller is entitled to compensation for other costs, such as storage and handling costs and damage caused by the goods becoming obsolete.

5.6 Security

If the provision of security has been agreed, the security must be provided before delivery of the goods begins. The Seller is entitled to demand security for payment of the purchase price even thereafter if it has weighty reasons to assume that the purchase price or part of it will not be paid.

5.7 Receipt, inspection, complaints and remedying of defects

The Buyer is responsible for checking the accuracy of the delivery and the quality of the delivered products upon receipt.

> If the delivery is defective in any respect, the Buyer must notify the Seller of the defect in writing immediately and in any case no later than **8 Business Days** from the delivery date. A hidden defect that could not reasonably have been detected in the inspection upon receipt must be notified within 8 Business Days of its discovery, but no later than 6 months from the delivery date. The complaint must be sufficiently specified (e.g. order/invoice numbers, products, quantity, description of the defect and, where necessary, photos).

If the Buyer does not make a complaint within the above period, the Buyer loses the right to rely on the defect.

The Seller primarily has the right either to remedy the defect or to deliver new goods. The Buyer must give the Seller a reasonable opportunity to inspect the defective goods and determine the cause of the defect before any credit, replacement or other remedy. If the defect cannot be remedied or new goods cannot be delivered within a reasonable time, the Seller shall refund the purchase price of the defective Goods.

6 Termination of the contract

6.1 Buyer's right to terminate

If the Seller's delivery deviates materially from what has been agreed and the deficiency is not remedied, or new goods conforming to the contract are not delivered, within a reasonable time after the Buyer's written notice, or if the delivery is delayed for a reason attributable to the Seller so that it causes the Buyer unreasonable inconvenience, the Buyer is entitled to terminate the contract.

If the goods have been manufactured or procured specifically for the Buyer in accordance with its instructions and wishes and the Seller cannot use the goods otherwise without considerable loss, the Buyer may terminate the sale due to the Seller's delay only if the delay materially defeats the purpose of the sale for the Buyer.

6.2 Seller's right to terminate

If the purchase price is not paid by the due date and this is not due to the Seller, the Seller is entitled to terminate the sale, or the part of the sale concerning goods the Buyer has not yet received, if the delay is material. The Seller also has the right to terminate when it is evident from the Buyer's notice or otherwise that the Buyer's performance will be materially delayed.

The Seller may also terminate the sale if the Buyer does not contribute to the sale in the agreed manner or as otherwise reasonably required and within the period set by the Seller.

The Seller is entitled to terminate the contract without liability for compensation if the import of the goods becomes impossible or materially more expensive than the Seller originally anticipated as a result of an international agreement binding on Finland, a regulation restricting imports or another action by authorities.

6.3 Change of circumstances

The Seller is entitled to request a review of the terms of the contract (such as price and/or delivery time) if, after the conclusion of the contract, a material change beyond the Seller's control occurs that significantly affects the Seller's costs or ability to deliver (e.g. a material change in the price or availability of raw materials, an exceptional change in exchange rates, customs duties or other official charges).

The Parties shall negotiate without delay at the request of the other Party. If the Parties fail to agree on the review within a reasonable time, the Seller is entitled to terminate the contract insofar as the effect concerns the delivery in question.

6.4 Force majeure

The Seller is not obliged to perform the contract and is not liable for delay or damage if a natural disaster, fire, machine breakdown or comparable disruption, strike, lockout, war, mobilisation, export or import ban, sanctions, epidemic or pandemic, telecommunications or information system disruption (including a

cyberattack), disruption in the availability of energy, lack of means of transport, discontinuation of manufacture, traffic disruption or any other similar impediment which the Seller cannot reasonably overcome prevents the delivery of the goods or any part of them.

Nor is the Seller obliged to perform the contract where performance would require sacrifices that are unreasonable in relation to the benefit to the Buyer.

The Seller shall notify the Buyer of a force majeure event without delay. The Seller is entitled to terminate the contract without liability for compensation if the force majeure event continues materially for more than 30 days.

7 Insurance

The Parties shall insure the goods in accordance with the allocation of responsibility under the agreed delivery term. Other insurance shall be agreed separately.

8 Liability for damage caused by the goods

The Seller is not liable for damage resulting from the goods being connected to or used in a context other than that for which they are intended, nor for damage resulting from raw material, the structure of the goods or a work or manufacturing method specified by the Buyer.

If the Seller is held liable for damage or loss caused to a third party, the Buyer shall indemnify the Seller for the resulting loss to the extent that the Seller would have been exempt from liability for corresponding damage caused to the Buyer.

While the goods are in the Buyer’s possession, the Seller is not liable for damage caused by them to real or movable property or for the consequences of such damage, nor for damage to a product manufactured by the Buyer or to a product incorporating a product manufactured by the Buyer.

A Party presented with a claim for compensation by a third party shall immediately notify the other Party in writing.

9 Retention of title

Title to the goods passes to the Buyer when the full purchase price has been paid to the Seller, unless otherwise agreed separately.

10 Notices

The sender is responsible for the delivery of notices sent to the other Party.

Notices may also be delivered in writing by email to the addresses notified by the Parties. A notice sent by email is deemed received on the following Business Day unless the sender receives an error message or other clear information that delivery has failed.

11 Disputes

The Parties shall primarily seek to resolve disputes relating to the contract between the Seller and the Buyer through negotiations.

Unless otherwise agreed, disputes shall be settled in the first instance in the district court of the Seller’s domicile.

The contract is governed by the laws of Finland, excluding its choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

12 Other terms

The Seller is entitled to amend these Terms. Amendments take effect when the updated terms have been made available to the Buyer and apply to orders placed after they take effect. Orders placed before an amendment are governed by the terms in force at the time of the order. The current and previous versions of the Terms are available at proid.fi/myyntiehdot.

These Terms have been drawn up in Finnish, Swedish and English. In the event of any discrepancy between the language versions, the Finnish version prevails.

– Version history

An order is governed by the version in force at the time of the order.

VERSION	EFFECTIVE	CHANGES	FILE
1.0	From 6.11.2026	First published version	PDF