

## **GENERAL TERMS AND CONDITIONS**

### **1. SCOPE OF APPLICATION**

These terms and conditions apply unless otherwise agreed in a separate supply agreement. In other respects, we apply the general terms and conditions of sale used in the packaging industry.

### **2. AGREEMENT ON THE TRADE**

#### **2.1 Offer**

Hutek Oy's offers are valid for one (1) month from the date of the offer, unless otherwise stated in the offer. The offer will be made within eight (8) days of the inquiry, unless otherwise agreed.

#### **2.2 Formation of the agreement**

In an offer-based transaction, the contract is created when the buyer declares that he accepts Hutek Oy's offer. Otherwise, the transaction will take place when Hutek Oy has confirmed the order or delivered the goods. Hutek Oy will confirm the received order within three (3) days of receiving the purchase order.

If the buyer's order deviates from the offer sent by Hutek Oy, the transaction is considered to have taken place on the terms contained in the offer, unless otherwise confirmed by Hutek Oy. It is the buyer's responsibility to check the correctness of the order confirmation sent by Hutek Oy.

### **3. HUTEK OY'S OBLIGATIONS AS A SELLER**

#### **3.1 Delivery time**

The delivery time is determined in accordance with the offer made by Hutek Oy, unless otherwise stated at the time of placing the order.

#### **3.2 Delivery terms**

The delivery terms are agreed on the basis of an offer or request for quotations sent by Hutek Oy.

#### **3.3 Payment term**

Invoices sent by Hutek Oy, the payment term is 14 days net, unless otherwise agreed.

#### **3.4 Guarantee**

Comments on the quantity of the goods sent by Hutek Oy must be made within one week of the delivery of the goods to the buyer. Hutek Oy has the right to exceed or fall below the agreed amount by 10%, which can be changed by mutual agreement.

#### **3.5 Characteristics of the goods**

Hutek Oy is only responsible for the quality and other characteristics of the goods it sells in accordance with the documents specified in the offer and submitted by it.

The bags must be protected from damage and contamination during transport and storage. The bags must be stored protected from the weather. If the hot filling method is used when packing the liquid into the bag, it is recommended to store the filled bag after filling with the tap in the bag set upwards until the liquid has cooled.

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This reduces the pressure on the bag collar and tap that could damage the bag. Bag protective gloves are recommended when handling. It is not recommended to use a sharp weapon when handling the bags use. Do not use the bag if the tap has come off the collar. When packing the bag in a cardboard box, be careful of the sharp edges of the box, which could damage the bag.

### **3.6 Delay**

Hutek Oy is obliged to notify about any possible delay and to give an estimate of the new delivery date.

### **3.7 Indirect damages**

Hutek Oy is not responsible for any indirect or indirect costs caused by the rejection or delay of the goods. Hutek Oy's liability is therefore limited to the value of the delivered goods.

## **4. OBLIGATIONS OF THE BUYER**

### **4.1 Purchase price**

The purchase price is the price agreed between Hutek Oy and the buyer. Hutek Oy's purchase prices are determined by the prices in accordance with the submitted offers. If the amount ordered by the buyer does not correspond to the amount of Hutek Oy's offer and the price determined for it, Hutek Oy has the right to check the purchase price.

### **4.2 Adjustment of the purchase price**

Hutek Oy reserves the right to review prices.

### **4.3 Late payment**

In the event of a delay in payment, compensation will be charged for the time of delay in accordance with the interest rate used by Hutek Oy from the due date of the invoice.

### **4.4 Prepayments**

If an advance payment has been agreed, it must be made in full before the goods are delivered.

### **4.5 Complaint**

A complaint about the quality of the goods must be made within six (6) months of receipt of the goods. Hutek Oy is not responsible for the quality of the older goods. The defect of the goods must be stated by a representative of Hutek Oy. Hutek Oy has the right to repair the defective goods or replace them with new goods corresponding to the quantity of the returned goods. The buyer must return the defective goods at Hutek Oy's expense if return is required.

## **5. HUTEK OY AS THE BUYER**

### **5.1 Payment term**

Accepted payment term for invoices sent to Hutek Oy is 30 days -2% from the date of the invoice, 60 days net from the end of the month. The calculation of the payment period starts from the invoicing date (30 days payment term) or from the last day of the month (60 days payment term).

## **6. TERMINATION OF THE AGREEMENT**

### **6.1 Buyer's right of cancellation**

If Hutek Oy's delivery deviates significantly from the agreed and the defect reported by the buyer has not been repaired within a reasonable time or new replacement goods have been delivered, the buyer has the right to terminate the contract.

## **6.2 Hutek Oy's right of cancellation**

If the purchase price is not paid on time and the delay is significant, Hutek Oy has the right to cancel the transaction or the part of the transaction for which the buyer has not yet received it.

## **6.3 Force majeure**

Force majeure according to the general interpretation relieves Hutek Oy of its delivery obligation. In this case, Hutek Oy is not responsible for any direct or indirect costs incurred by the buyer for any delay in delivery. Hutek Oy may also terminate the agreement on the grounds of force majeure.

## **7. INSURANCE OF GOODS**

Both parties will take care of insuring the goods in accordance with the division of responsibilities indicated in the agreed delivery terms.

## **8. LIABILITY FOR DAMAGE CAUSED BY GOODS**

A complaint regarding the quality of the goods must be made within six (6) months of the arrival of the goods. The seller is not responsible for the quality of goods older than that. The defectiveness of the goods must be verified by the seller's representative. The seller has the right to repair the goods found to be defective or to replace them with new goods corresponding to the quantity of the goods.

Hutek Oy's liability for direct damages is limited to the purchase price paid by the buyer. Hutek Oy is not responsible for the direct costs caused by the buyer's carelessness or improper use or storage of the purchased goods. Hutek Oy is not responsible for indirect or direct costs caused by the rejection or delay of the goods. Hutek Oy's liability for compensation is thus limited to the value of the delivered goods.

## **9. TRANSFER OF OWNERSHIP**

Ownership of the goods will be transferred to the buyer when the full purchase price has been paid to Hutek Oy, unless otherwise agreed.

## **10. SETTLEMENT OF DISPUTES**

Disputes related to the agreement will be resolved primarily through negotiations between the parties. Unless otherwise agreed, disputes shall be settled by arbitration in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce. However, Hutek Oy always has the right to claim its overdue receivable based on the transaction in the lower court of Hutek Oy's domicile.