

General Terms and Conditions of sale ETC Europe Truck Finland Oy (Ltd) Helsinki, Finland.

The following terms and conditions apply to sales made by ETC Europe Truck Finland Oy Ltd company VAT FI2531005-6 , ("ETC") unless (a) ETC has quoted, acknowledged or invoiced a customer using different terms and conditions or (b) ETC expressly accepts additional or different terms in writing.

1.ACCEPTANCE AND ENTIRE AGREEMENT.

The terms and conditions set forth herein shall constitute the entire agreement ("Agreement") between ETC Europe Truck Finland Oy Ltd company ("ETC"), and the Customer , purchaser named on the face hereof ("Buyer", "Customer") with respect to the goods and services ("Goods"), whether new or used, described on the face hereof. In the event that ETC is acting as the sales agent 'de jure' or 'de facto' of the Principal , owner of the Goods including agency relations by ratification, if the principal is fully disclosed, "ETC" shall be interpreted to include the Principal entity , owner. Nevertheless, the actual additional own Terms of Sales of the Principal shall be accepted at first in case of some deviations from present terms and conditions. In the case of Disclosed or Partially Disclosed Principal the agent is considered to be liable to carry out properly relevant duly agency duties in accordance with Good Faith and fair dealing.

If the Terms and Conditions of this Agreement DIFFER IN ANY WAY FROM THE TERMS AND CONDITIONS OF BUYER'S ORDER OR OFFER TO BUY, THIS AGREEMENT SHALL BE CONSTRUED AS A COUNTER-OFFER and shall NOT be effective as an acceptance of such order or offer. The failure of Buyer to expressly object to the present terms and conditions of this Agreement in writing within five (5) days from the date of Buyer's receipt relevant Terms notification through any acceptable manner , including commercial offer's or Invoice-proforma clause shall constitute Buyer's acceptance hereof.

No modification of, addition to, or waiver of any of the terms and conditions of this Agreement will be effective unless agreed to in writing by a duly authorized person of ETC , and in no event shall such modifications, addition or waiver affect any rights of ETC accrued prior thereto. ETC and Buyer agree that no course of prior dealings and negotiations between the parties or usage of the trade shall be relevant to give particular meaning to, supplement or qualify any of the terms and conditions here.

The order of precedence of Commercial Purchase Offer documents shall be Proforma-Invoice , ETC Terms & Conditions, Principal entity Terms and Conditions if applicable as agency deal conditions , Sub-Suppliers Terms & Conditions, Main Producer Terms & Conditions, Specifications, Instructions of the Producer , general standards and applicable law.

ETC's acceptance of the Purchase Order may be made by agreement with equipment's Sub-Supplier or Principal entity by :

(i) signing the acknowledgment copy in the attached Purchase, (ii) order set and notification return posted same to ETC , (iii) making shipment, or (iiii) Principal entity or Sub-Supplier's commencement of work on The Purchase Order accordingly are subject to, and expressly conditioned upon, Buyer's unconditional acceptance thereof in its entirety.

No cancellation or modification of orders, including returns of goods, can be accepted without ETC's prior agreement. If mentioned cancellation or modification is accepted, a lump sum of 20% value of the order may be charged as management fees as well as damages. The present conditions take precedence over any conditions of purchase which may appear on the orders or other documents, except with the express written agreement of ETC.

2. EXCLUSION OF WARRANTIES AND DISCLAIMER.

Buyer understands that the Goods furnished hereunder could be in possession may have been used by persons other than ETC. Buyer acknowledges that it has been given the opportunity to inspect the Goods prior to the date hereof purchasing. The Buyer may schedule the necessary pre-purchase inspection of the equipment with the involvement of competent specialists to determine the condition of the equipment on agreed terms at his own expense. Reception of the second-hand Equipment by the Buyer at the time of delivery, stipulated in the present Agreement , shall entail acceptance of the Equipment.

Goods sold hereunder, whether new or used, are purchased in their “as is” condition and ETC makes no representation or warranty expressed or implied, as to the merchantability, fitness for a particular purpose or any other matter with respect to the goods. etc does not warrant that the goods sold hereunder conform with any plans or specifications or meets any requirements of any federal, state or local laws, regulations or ordinances, including EU law requirements, pertaining to safety or insurance requirements. ETC makes no warranty that buyer will hold the goods free of claims of third persons including, but not limited to claims of alleged patent or trademark infringement. Any descriptions or illustrations contained in ETC’s catalogues, price lists or other advertising are intended merely to present a general description of the Goods and shall not form a part of this Agreement.

As the end use of the Goods cannot be predetermined, ETC takes exception to any and all requirements as are or may be set forth by EU law with respect to the goods. In the event that EU or international law requires additions or modifications to the Goods before they may be used, it shall be the obligation of Buyer, at its expense, to make such additions and possible relevant modifications.

The conditions and the possibility of a warranty for the goods, installation and commissioning works are agreed by the parties in accordance with the basic rules and conditions of the product’s main manufacturers, principal service , subcontractors and additional agreements in written, if any applicable.

The Buyer undertakes to put the second-hand or new Equipment into service only after it has duly satisfied itself that the second-hand or new Equipment meets the local conditions and requirements for use, that its installation is reliable and that the conditions of use are safe. It is the exclusive responsibility of the Buyer to take the necessary measures to guarantee that the second-hand or new Equipment meets the essential safety requirements at the time it is put into service. EU declarations issued by the manufacturers, suppliers or it’s sub-contractors may provided explicitly and exclusively under these conditions.

3. BUYER’S INDEMNITY AND USE.

The goods sold hereunder may be dangerous if improperly used. they may contain hazardous chemicals or other hazardous materials which may be hazardous to life, health or to property by reason of toxicity, flammability, explosiveness or for other reasons.

ETC will not be responsible for any loss or injury resulting from defects in the Goods sold or from the subsequent use of the Goods, including but not only injury to person or property arising from, by reason of or in connection with (i) the Goods or Services sold hereunder or the use, operation, possession, and modification of the Goods by the Buyer or its affiliates, officers, directors, employees, agents or representatives, and whether used alone or in combination with other products or services, (ii) any actual or alleged injury, illness, or damage to person or property related to the Goods or Services, including to the extent caused by Seller’s (ETC) negligence, (iii) Buyer's failure to pay any taxes or other charges, or to provide a valid tax exemption certificate, as required herein, (iiii) any third party claim that the Goods infringe any proprietary or other rights of any third party as a result of any repair work or modifications to the Goods by ETC at the direction of Buyer , or (iiiiii) Buyer's breach of any representation, warranty, covenant, or obligation of Purchaser contained in these Terms. This indemnification shall survive the provision of any Services hereunder, the delivery of the Goods to Purchaser and any subsequent sale or other transfer of the Goods to a third party.

The Buyer expressly agrees that as a condition of its purchase of these Goods, it will indemnify and hold ETC harmless of and from any and all liability which may be asserted against or incurred or suffered by ETC by virtue of any suit or claim of any kind arising out of, connected with, or resulting from the purchase, sale, use or consumption of the Goods by Buyer or any subsequent user of the goods, including but not limited to claims or suits for breach of warranty, negligence, strict liability, environmental liability, exposure to hazardous materials, alleged non-compliance of the Goods with EU law or any other law or regulation, or infringement of patent or trademark of Goods alone or in combination with any other goods, materials, products or services. Buyer shall pay any and all judgments rendered against ETC as a result of the foregoing and shall pay all costs and expenses incurred by ETC in defending any action brought against ETC as a result thereof.

4. BUYER’S INSURANCE.

Buyer shall not move, load, transport or otherwise handle the Goods without first having obtained insurance coverage satisfactory to ETC. Such insurance shall include Workmen’s Compensation, Employer’s Liability, Public

Liability (Bodily Injury, Property Damage and Contractual Liability) and Automobile Liability (Bodily Injury and Property Damage) insurance. Upon request, certificates of insurance evidencing the aforementioned insurance coverage shall be furnished to and shall be subject to approval by ETC. Each such certificate shall be in an amount satisfactory to ETC. Buyer shall ensure that each such insurance policy waives any right of subrogation of the insurers against ETC and its affiliates.

ETC shall not be required to supply goods to Buyer hereunder at anytime that the insurance coverage provided for hereunder is not in full force and effect.

5. SHIPPING AND RISK OF LOSS.

Unless otherwise stated on the face hereof, shipping shall be ex-works site where goods located, considering the actual conditions INCOTERMS. Unless otherwise specified in writing, ETC may make the Goods available to Buyer's nominated carrier, with all costs related to shipping, including packaging/crating, freight, duties, insurance, and other related costs borne by Buyer. ETC may, but shall be under no obligation to, upon mutual written agreement of Buyer and ETC, arrange transportation for the Goods on Buyer's behalf, provided, however, Buyer shall remain solely responsible for all related costs and must prepay all such costs prior to shipment of the Goods.

The ownership Title of the Goods shall be transferred upon the occurrence of the latest of following events: on delivery of the Goods, or at the time that full payment of the Purchase Price and Costs is made. Transfer of ownership is therefore suspended until that point in time. Title to and risk of loss of the Goods shall transfer to Purchaser from the moment the Goods are delivered to the carrier, whether Buyer arranged transportation on its own or whether ETC assisted with the arrangements. In either case, ETC's responsibility for damaged Goods ceases upon acceptance by the carrier and all claims for loss or damage occurring after acceptance by the carrier must be filed by Buyer with the carrier. ETC shall not be liable for any delays, loss or damage in transit.

ETC reserves the right to make delivery in installments, and all such installments, when separately invoiced, shall be paid for when due per Seller's invoice, without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligation to accept remaining deliveries.

Any date of shipment stated on the face hereof is approximate only.

Actual delivery may vary substantially based on factors including, but not limited to removal, availability and fabrication of parts, latent condition of the goods, acts of God, governmental regulations or export/import restrictions, considering that all industrial processes have own reasonable period fulfillment, subject to the material availability and job involved. Delivery times are given for information only, and cannot justify compensation of any kind whatsoever, in the event of delay of shipping or breakage of the goods due to transport.

In such circumstances ETC shall have the right to extend the date of delivery for a reasonable period of time after the period of delay and Buyer shall not be relieved from accepting delivery at the agreed price when the causes interfering with delivery are removed.

6. BUYER'S REMEDIES AND ACCEPTANCE.

Buyer has been given the opportunity to inspect the Goods. Buyer has inspected the Goods prior to purchase or hereby acknowledges that ETC invited, urged and cautioned Buyer to inspect the Goods, and Buyer declined to examine the same. Buyer's failure to give notice to ETC prior to shipment that the Goods do not conform to Buyer's order shall constitute a waiver by Buyer of all claims in respect of any nonconformity or shortage of Goods and shall be conclusive evidence that ETC has satisfactorily performed. Any notice of non conformity shall provide a detailed description of the nonconformity, and ETC shall have a reasonable time to cure or fix the issue.

7. PAYMENT.

Unless otherwise stated in writing by ETC, full payment in Euro currency is required before delivery. If Buyer shall fail to pay any amount due on the Goods upon demand from ETC, then ETC may defer further shipment until such payments are made, or may, at its possible option to cancel the unshipped balance of Goods. Failure to comply with this payment conditions may also result, in addition the application as a penalty clause of an indemnity of twenty percent (20%) sum of the unpaid invoice. In the event of the suspension of work on the Goods as a result of instructions of Buyer, or lack of instructions, the final sales price may be increased to cover any extra expense

thereby may incurred by ETC. Buyer may not withhold any payment by reason of setoff of any claim with ETC. Buyer is not entitled to suspend and/or defer payment of the Purchase price nor to make an offset vis-à-vis the ETC , even in the case of any complaint whatsoever that may relate to the (partial) performance of the Agreement and may be filed for any reason whatsoever, including a legal procedure. The Buyer is accordingly never released from its obligation to pay the Purchase Price, within the deadline agreed. In addition, ETC shall charge Buyer for all costs of collection for past due amounts, including, without limitation, all legal expenses and costs incurred by ETC. An interest charge at the rate of 1,5% per month or the maximum legal rate will be assessed on all past due payments.

8.LIMITATION OF LIABILITY.

ETC's liability to the Buyer on any claim of any kind for any loss or damage arising out of, connected with, or resulting from the goods, whether such claim is based upon ETC's negligence, ETC's performance or breach hereunder, strict liability, or upon the manufacture, sale, delivery or non-delivery, operation or use of the goods, or otherwise, liability shall be limited to direct actual damages only, such direct actual damages shall be the sole and exclusive remedy . Such liability shall be limited, at ETC's option, to either the replacement of the goods with similar goods at the original point of delivery or the return of the sales price of the goods with respect to which the claim is made.

ETC , at its option, may require that buyer return the goods to ETC at Buyer's risk and expense before Buyer shall be entitled to replacement or return of the sales price.

To the fullest extent permitted by law, in no event shall ETC be liable for indirect, incidental, special, exemplary, consequential or punitive damages, or for any related expenses, including, but not limited to, cost of labor, cost of any work done by buyer on the goods or for any special, indirect, incidental or consequential damages of any nature whatsoever suffered by buyer or anyone else, any shipping costs, downtime, removal, reinstallation, or lost profits, lost revenue , reputation.

In no event shall ETC's aggregate liability arising out of or related to the sale of goods or services or the terms exceed the purchase price of the goods or services related to which such liability arises.

9.EXPORT CONTROL.

Buyer acknowledges that all shipments by ETC are or may be subject to restrictions and limitations imposed by United States and European Union export controls, trade regulations and trade sanctions.

ETC informs the Buyer that the export/transfer of goods (hardware, software, technology) from our product range is subject to European and Finnish foreign trade law and that individual deliveries may be subject to restrictions or prohibitions under export control law. The relevant legal provisions are namely Regulation (EU) No. 2021/821 (EU Dual Use Regulation) and its annexes, the German Foreign Trade and Payments Act (AWG) and the German Foreign Trade and Payments Ordinance (AWV) with its German Export List (Ausfuhrliste), as amended. Furthermore, there are European and national embargo restrictions against certain countries and persons, companies and organizations, which may prohibit or make the supply, provision, transfer, export or sale of goods, as well as the performance of services, subject to approval.

The Buyer confirms to recognize the European and respectively relevant national export control regulations and embargo regulations and to take them into account in the context of the further use, trade and onward delivery of the goods delivered by us.

The Buyer undertakes not to make the goods delivered by us available, directly or indirectly, to persons, companies, institutions, organizations, or to sell, export, re-export, deliver, pass on or otherwise make them accessible to them or to countries if this violates or is contrary to European or national export control regulations and embargo regulations. The Buyer hereby declares - in particular for the onward delivery of the goods to third parties - that it will take appropriate measures to ensure that the goods delivered by us will not be used in connection with a military end use (e.g. installation in military equipment) in countries against which the EU, the OSCE or the United Nations have imposed an arms embargo.

The Buyer acknowledges that the legal provisions referred above are subject to constant changes and adaptations and are applicable as amended from time to time.

For the avoidance of doubt such laws, rules and regulations shall include but not be limited any laws, rules and regulations relating to anti-corruption, bribery or money laundering or the Export Administration Regulations as administered also by the US Department of Commerce, Bureau of Industry and Security, OFAC, FINRA and other applicable foreign trade control laws of the United States and European Union.

Buyer at all times will comply with such sanctions, controls and regulations and will cause compliance with such sanctions, controls and regulations in its use and disposition of the Goods. With respect to each shipment of Goods pursuant to these Terms, Buyer will obtain and supply to ETC in writing all information required by ETC to obtain any U.S. export license, permit, approval or documentation applicable to such shipment. Notwithstanding anything to the contrary herein, ETC will have no obligation to make any shipment to the Buyer until it has received all such information and has obtained the applicable licenses, permits, approvals or documentation for shipment, if any. If ETC learns, or has reasonable cause to believe, or if any branch or agency of the United States or EU claims, that a violation of any applicable trade sanctions, export controls or trade regulations has occurred or is likely to occur because of any shipment, ETC may, in addition to any other remedy it may have, terminate any order immediately upon written notice to the Buyer. This confirmation shall apply to all orders, deliveries and provisions to be carried out under the business relationship between ETC and ALL customers.

10. GOVERNING LAW.

This Agreement constitutes the entire Agreement and understanding between ETC and Buyer (Parties) in respect of the terms and conditions herein

This Agreement shall be construed, interpreted and enforced in accordance with the International Law. Any actions, claims or suits (whether in law or equity) arising out of or relating to this Agreement, or the alleged breach thereof, shall be brought according to the UN Convention on Contracts for the International Sale of Goods (CISG). The Parties hereby consent to the non-exclusive jurisdiction of the FAI – The Arbitration Institute of the Finland Chamber of Commerce (Helsinki, Finland) in connection with any action which either Party to this Agreement may institute in connection with this Agreement and that this Agreement shall be governed in accordance with the international law. Any dispute arising out of this Agreement or the interpretation thereof, both while in force and after its termination, shall be submitted to and determined by arbitration in respect with the Rules of the Arbitration Institute of the ICC Paris, France (“Rules”) and FAI. Such arbitration shall be held in FAI – The Arbitration Institute of the Finland Chamber of Commerce (Helsinki, Finland) unless otherwise agreed to and shall be held in a summary manner with a view to it being completed as soon as possible.

11. TAXES.

Except as otherwise stated on the face hereof, Buyer shall be liable for all taxes, excises and other charges (including any increases or new levies) relating to the sale, purchase, delivery, storage, manufacture, use, consumption or otherwise of the Goods.

12. SEVERABILITY AND NON ASSIGNABILITY.

The terms and conditions set forth on the face hereof shall be deemed severable, and if one or more such terms and conditions shall be declared void or unenforceable, the remaining terms and conditions shall nevertheless continue in effect. Neither this Agreement nor any interest or obligation arising hereunder shall be assignable by Buyer without the prior written consent of ETC.

The relationship between the Buyer and ETC shall be determined as of independent contractors. Nothing contained in these Terms shall be construed as creating any partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority therefore to bind the other party in any manner whatsoever.

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