

GENERAL TERMS OF DELIVERY

- 1. Offers are given without obligation and are valid for 30 days. The seller reserves the right to make alterations to the price and delivery time specified in the offer, should this prove necessary for reasons beyond his control.
- 2. The buyer's order is not binding on the seller without the seller's written confirmation of the order. A binding contract is made between the seller and the buyer when the seller has delivered written confirmation of the order to the buyer.
- 3. Costs of the repro work and the printing plates are not included in the price, but are invoiced separately. Printing plates and films, which the seller has made, or has subcontracted, are the seller's property if not agreed otherwise in the contract. If the seller charges the printing plates separately, the proprietary right of the printing plates shall be moved to the buyer when the price is paid in full. If there is no agreement on the payment or the printing plates and films are paid as a part of delivered product, the printing plates and films shall remain the seller's property.
- 4. The seller is entitled to mark his products with a trademark or other mark and an identification number.
- 5. The seller reserves the right to deliver the quantities ordered within the following ranges:

< 500 kg +/- 20 % 500 -1000 kg +/- 15 % > 1000 kg +/- 10 %

- 6. Any complaint concerning the amount or condition of the goods delivered must be presented to the seller in writing within fourteen days from receipt of the goods by the buyer. Any complaint concerning quality must be presented within six months from receipt of the goods. The parties shall agree on the actions, which the complaint possibly requires. The buyer shall be entitled to return the defective goods according to the instructions given by the seller. The return of the defective goods shall be made at the risk and cost of the seller. The seller shall be liable to compensate a damage or a loss incurred by defective or delayed consignment. The maximum compensation is the price of defective or delayed product or consignment. In addition to mentioned above, the seller shall not be liable to the buyer or the third party for any other cost, damage or loss.
- 7. Prices are given without obligation. If the costs of the order change due to the costs of raw materials, exchange rates, customs, taxes, charges stipulated by authorities or any other matters which are beyond the seller's control and which cannot be taken reasonably into consideration when giving the prices, the seller reserves the right to revise the price of delivery according to the additional costs. The prices do not include any taxes. The seller reserves the right to add handling costs for small deliveries.
- 8. In the event of what is commonly understood to constitute force majeure the seller is released from his responsibility for delivery or entitled to negotiate an extension of the delivery time with the buyer.
- 9. The goods are transferred to the buyer EXW Incoterms 2020, unless agreed otherwise. A conventional package for transportation, which is in accordance with the terms of delivery, is included in the price, unless agreed otherwise.
- 10. The term of payment is fourteen days' net from the date of invoice, unless agreed otherwise. The penalty interest will be charged for an overdue invoice from the due date in accordance with the valid interest law. The seller is entitled to refrain from further deliveries of goods to the buyer until the buyer has paid all outstanding invoices of the seller concerning any previous deliveries. The goods delivered shall remain the property of the seller until paid for in full.
- 11. Any disputes concerning this contract shall be primarily handled at the negotiations between the parties. If the dispute cannot be settled through negotiations, the district court of the seller's domicile shall settle the dispute concerning the contract or the terms associated with the contract. This contract shall be governed by and construed in accordance with the laws of Finland.

Amerplast Ltd. Amerplast AB Amerplast Sp z o.o. OOO Amerplast