

Tampereen Tiivisteteollisuus Oy / TT Gaskets

General Terms of Purchase

Scope and contractual framework

These general terms of purchase (hereinafter “**General Terms**”) apply to all offers, order/delivery confirmations, sales contracts, and deliveries (hereinafter referred to as the “**Contract**”) concerning all products purchased or procured by Tampereen Tiivisteteollisuus Oy (hereinafter referred to as the “**Purchaser**”) from its supplier (hereinafter referred to as the “**Supplier**”), unless otherwise specifically agreed in writing between the Supplier and the Purchaser.

The Contract, along with any supplementary materials, and these General Terms constitute the agreement between the parties. In the event of a conflict between the Contract and these General Terms, the terms of the Contract shall prevail. For clarity, it is acknowledged and agreed that any standard or other general terms of the Supplier shall not be applied to the contractual relationship between the Purchaser and the Supplier even if the Supplier’s offer or other documentation refers to such terms, unless the Purchaser expressly approves the Supplier’s standard or general terms in writing.

Definitions

“Product/products” refers to the products or services defined in the Contract that the Supplier delivers to the Purchaser.

“Price” refers to the price specified in the Contract.

“Delivery term” means DDP (Incoterms 2020) delivery condition (unless otherwise agreed in the Contract).

“Delivery date” refers to the delivery date agreed in the Contract.

Validity

The agreement between the parties becomes valid when the Purchaser accepts the Supplier’s offer, or the Supplier confirms the Purchaser’s order in writing. In case the Purchaser wishes to make changes to the Contract prior the delivery, the parties shall negotiate the affect of such changes in good faith.

Quality and standards for products and deliveries

Quality

The Supplier is responsible for ensuring that the products are of high quality, comply with the specifications and criteria specified in the Contract, and are free from defects. Additionally, the products shall be suitable for the purpose stated by the Purchaser or any other specific purpose, if the Supplier knew or should have known about such purpose. Otherwise, the products should be fit and proper for the purposes for which similar products are commonly used.

The Supplier also ensures that the products comply with the requirements of applicable laws or regulations issued by authorities, and that the products do not infringe any intellectual property rights of third parties. If the products are based on specifications provided by the Purchaser, the Purchaser is responsible for ensuring that such specifications do not infringe the intellectual property rights of third parties.

Delivery terms and conditions

The products will be delivered on the delivery date, or if no delivery date is specified in the Contract, within a reasonable time.

If the delivery does not meet the terms agreed in the Contract and/or General Terms, the Purchaser shall notify the Supplier within a reasonable time after discovering or becoming aware of any defects or errors in the delivery. The Purchaser is entitled to accept the defective product or delivery in whole or partially. If the Purchaser does not accept the delivery, the Purchaser is entitled to return the products at the Supplier’s risk and expense.

Delay

The Supplier understands that precise delivery time is particularly important to the Purchaser. The Purchaser is not obligated to accept advance deliveries. The deliveries must take place during the Purchaser’s regular working hours unless otherwise specified in the Contract. Partial deliveries are not allowed without the Purchaser’s separate consent.

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FI06785478
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In case of a potential delay, the Supplier must promptly inform the Purchaser, providing the reason for the delay and an estimated new delivery date.

If the delivery is delayed and the delay is not due to the Purchaser or force majeure, the Supplier is obligated to pay the Purchaser a contractual penalty of 2.5% of the total delivery price for each commencing week of delay. The maximum amount of the contractual penalty is 15% of the total delivery price. The contractual penalty does not limit the Purchaser's right to claim further damages if the damage exceeds the maximum amount of contractual penalty, nor does it restrict the Purchaser's right to seek other legal remedies.

Packaging

Unless otherwise specified in the Contract, the Supplier is responsible for handling, packaging, loading, and shipping the product according to the contract, industry standards, and the Purchaser's reasonable instructions.

The Supplier is responsible for ensuring that the packaging materials used have minimum impact on the environment (especially minimum amount of plastic used). The Supplier shall prefer cardboard and recycled packaging materials, however ensuring the durability and suitability of for shipments.

Payment Obligations

Price

The Purchaser shall pay the purchase price upon receipt of the Supplier's invoice, provided that the order has been delivered in accordance with the Contract.

The payment term is 60 days net from the invoice date, unless otherwise agreed. The price does not include value-added tax (VAT) but otherwise constitutes a complete compensation for the products, including all costs related to delivery, such as travel and accommodation expenses, daily allowances, overtime compensation, indirect taxes, customs duties, packaging, transportation costs, and any other potential costs and fees.

Payment does not imply acceptance of the products and does not affect any claims or rights the Purchaser may have against the Supplier under the Contract.

Payment Delay

Delayed payment is subject to the delay penalty according to applicable Interest Act (Fi: Korkolaki).

Defects

The Purchaser always has the right to rely on the Supplier's quality assurance, without an obligation to inspect the products upon delivery.

If the delivery is defective in any way, the Purchaser shall notify the Supplier within a reasonable time after discovering the defect. Upon the Purchaser's request and choice, the Supplier shall either compensate for the defect with a credit note or provide new conforming products and cover the costs incurred by the Purchaser due to the defect. Costs related to product returns are borne by the Supplier.

If a third party makes a compensation claim against the Purchaser due to a product defect, the Purchaser shall promptly inform the Supplier in order to agree the necessary course of action to resolve the matter. If the third-party claim is valid, the Supplier is liable for any costs or damages incurred by the third party or the Purchaser due to defective product.

Transfer of Ownership

Unless otherwise specified in the Contract, ownership of the products transfers to the Purchaser upon delivery.

The Purchaser retains rights to all materials (e.g., plans, drawings, technical documents, software) provided to the Supplier for product delivery.

Liability for Risk

Liability for risk transfers according to the agreed delivery term. If not otherwise agreed, the liability for risk transfers to the Purchaser when the products are delivered to the Purchaser at the Purchaser's premises.

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Termination of the Contract

Purchaser's Right to Terminate the Contract

If the Supplier's delivery significantly deviates from the Contract and the defect is not corrected or a new defect-free products are not delivered within 30 calendar days after the Purchaser's written notice, the Purchaser has the right to terminate the Contract with immediate effect.

Supplier's Right to Terminate the Contract

If the Purchaser's payment is significantly delayed and this is not due to the Supplier, the Supplier has the right to terminate the Contract or, in case of partial payment, the part of the delivery the Purchaser has not yet received.

Force Majeure

The Supplier is not obligated to fulfil the Contract if the delivery of the product or its part is prevented by natural disasters, strikes, lockouts, war, export or import bans, transportation disruptions, or other similar circumstances beyond the Supplier's reasonable control.

Insurances

The parties are responsible for insuring the products according to the applicable delivery term. The Supplier shall maintain appropriate insurance coverage for product liability and other damages arising from potential defects. Upon request, the Supplier must provide the Purchaser with information of the valid insurance coverage.

Liability and Limitation of Liability

Liability for damage caused by the products

The Supplier is responsible for the quality of the products as agreed in the Contract and these General Terms.

Damages to third parties

Both parties are liable for damages caused to third parties in accordance with the Contract, the General Terms, and applicable legislation. For clarity, it is agreed that any direct damage suffered by the Purchaser's customers due to product defects, for which a claim is made against the Purchaser, is considered direct damage also in the contractual relationship between the Supplier and the Purchaser.

Indirect and consequential damages

Unless explicitly agreed otherwise in these General Terms, neither party is obligated to compensate the other for indirect or consequential damages, such as loss of production, loss of profit, or other economic consequential damages. However, this limitation of liability does not apply to breaches of confidentiality, infringement of intellectual property rights, or damages resulting from intentional misconduct or gross negligence by either party, nor does it apply to compensation for cost differences arising from substitute purchases.

Subcontracting

The Supplier is, unless the Purchaser on reasonable grounds informs otherwise, authorized to use subcontractors for product manufacturing and delivery. The Supplier is responsible for subcontractors' actions as if they were its own. The Supplier must always inform the Purchaser of potential use of subcontractor.

Assignment of the Contract

The Supplier is not entitled to assign the Contract to a third party without the Purchaser's prior written consent.

Confidentiality and non-utilization

Both parties commit to using confidential information received during the business relationship only for agreed-upon purposes and not disclosing such information to third parties. This obligation does not apply to information that is publicly known, was acquired without confidentiality obligations, or was independently developed without using the other party's confidential material.

The Supplier cannot use documentation or other materials received from the Purchaser for purposes other than those required by the contractual relationship between the parties.

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Amendments

Any changes or exceptions to these General Terms must be agreed upon in writing.

Applicable Law and Dispute Resolution

The Contract and these General Terms are governed by Finnish legislation, provisions regarding choice of laws excluded.

Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof, shall, if not settled by negotiations between the parties, be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by one (1) arbitrator. The seat of arbitration is Tampere, Finland, and the language of the arbitration is Finnish.

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