

## TERMS AND CONDITIONS OF SALE AND DELIVERY

### Simpson Strong-Tie® A/S' General Terms and Conditions of Sale and Delivery - for Finland

#### Introduction

These General Terms and Conditions of Sale and Delivery apply to all product deliveries unless otherwise expressly agreed by the parties. Simpson Strong-Tie® is not bound by any conditions, requirements or terms set out by the buyer, for example in the buyer's general terms and conditions of purchase, unless Simpson Strong-Tie® has accepted such conditions etc. in writing.

#### Prices

All prices are exclusive of VAT and other public charges. Simpson Strong-Tie® reserves the right to change the prices if new or increased costs are imposed on Simpson Strong-Tie® before delivery. Products without unit prices on the price list are only sold by the box. Products sold separately are subject to a charge of DKK 150 per opening.

#### Offer

Offers for products not stated on Simpson Strong-Tie®'s official price list are valid for no more than 60 days after the date of the offer unless otherwise expressly stated by Simpson Strong-Tie®.

#### Cancellation, change and/or return

The buyer's cancellation, change or return of an order is subject to Simpson Strong-Tie®'s prior written acceptance. In all such situations, Simpson Strong-Tie® will be entitled to full reimbursement of any losses or costs relating thereto. In case of return, Simpson Strong-Tie® reserves the right to set off a fee for reimbursement of costs etc. The buyer must pay any delivery costs relating to the return or exchange of products. We only accept returns on entire, unopened and original boxes following prior agreement and against a return fee of 30%. We cannot accept returns on made-to-order products, discontinued products and products older than 12 months calculated from the purchase date.

#### Delivery

Terms of delivery is FCA Boulstrup (DK) INCOTERMS 2010 unless otherwise agreed in writing by the parties. There may be a wait for delivery of some products. All Simpson Strong-Tie®'s delivery costs are payable by the buyer, and transport is at the risk of the buyer. Any delivery time stated by Simpson Strong-Tie® is for guidance only and may be derogated from at Simpson Strong-Tie®'s discretion, irrespective of whether the buyer has given its consent. An agreement on a binding delivery time only exists if such time has been determined in a written agreement signed by both parties and expressly stating that the delivery time is binding and cannot be changed by Simpson Strong-Tie®.

#### Payment

Payment must be made in accordance with Simpson Strong-Tie®'s terms of payment in force at all times. Simpson Strong-Tie® reserves the right to change the agreed terms of payment if Simpson Strong-Tie® believes that the buyer's ability to pay has decreased after the conclusion of the agreement. In case of late payment, Simpson Strong-Tie® will be entitled to withhold further deliveries and release ourselves from all obligations under the agreement. We will charge default interest of 1.5% per month from the due date. The accrued interest will fall due for immediate payment and be payable in advance for any other debt in connection with current payments. In case of late payment, additional fees will be charged in accordance with Simpson Strong-Tie®'s rates applicable at all times. Simpson Strong-Tie® retains title to the delivered products until payment is made.

#### Defects

The buyer is obligated to inspect the products immediately on delivery. If the buyer wishes to raise a claim for inadequate or defective delivery, the buyer must give written notice thereof to Simpson Strong-Tie® no later than 8 days after receipt. The buyer must make a written complaint in case of other defects.

Simpson Strong-Tie®'s liability for defects in building materials delivered in Finland will cease to exist 5 years after handover of the building in which the delivery is a component. but no later than 6 years after delivery of the

building materials to the buyer. If a complaint is made too late, but Simpson Strong-Tie® still engages in discussions of points of fact with the buyer concerning a complaint, this does not mean that we waive our right to later claim that the complaint was made too late or that the claim is time-barred. If a complaint made by the buyer is justified, the buyer may choose to have the delivered product exchanged or to be credited for the purchase price against returning the product. Apart from the above obligations, Simpson Strong-Tie® assumes no liability for defects. Accordingly, the buyer will not be entitled to rely on any other remedy for breach than claiming exchange of the defective product or credit for the purchase price for such product. Simpson Strong-Tie® accepts no liability whatsoever, neither in case of defects nor delay, and irrespective of any gross negligence, for operating loss, loss of profit or any other indirect or consequential loss. For further information on Simpson Strong-Tie®'s liability, we refer to the description of "Simpson Strong-Tie® A/S' liability" in our catalogue.

#### Delay in delivery

In case of any material delay in delivery due to Simpson Strong-Tie®'s circumstances, the buyer may cancel the order with respect to the delayed delivery. The buyer cannot raise any other claims as a result of Simpson Strong-Tie®'s delay.

#### Force majeure

Simpson Strong-Tie® is entitled to cancel the order or to defer the agreed delivery of products due to force majeure. Force majeure exists if Simpson Strong-Tie® is prevented from satisfying agreed delivery obligations in full or in part due to circumstances outside our control, including circumstances attributable to our sub-suppliers. If the delay due to force majeure is expected to exceed 3 weeks, both Simpson Strong-Tie® and the buyer will be entitled to terminate the agreement for cause without such termination being deemed to be a breach towards the other party.

#### Product liability

Simpson Strong-Tie® is not liable for damage caused by the products unless such damage is the result of our wilful misconduct or gross negligence or it is a consumer or property damage or a personal injury. Accordingly, Simpson Strong-Tie® is not liable for e.g. damage to movable or immovable property if such damage occurs while the delivered product is in the buyer's possession. Moreover, subject to applicable mandatory laws, Simpson Strong-Tie® is not liable for any damage to products produced by the buyer or to products in which such products are components. However, Simpson Strong-Tie® is liable for damage to movable or immovable property if such damage is a result of the wilful misconduct or gross negligence by us or by others for whom we are responsible. Irrespective of the above, Simpson Strong-Tie® cannot at any time be held liable for any financial loss, operating loss, loss of earnings, loss of time, loss of profits, consequential loss or similar indirect losses. The buyer will be obligated to give written notice to Simpson Strong-Tie® without undue delay if the buyer becomes aware or a third party claims that damage has been caused by the delivered products or that there is a risk that such damage caused by a defective product will occur. The above notice to Simpson Strong-Tie® will not release the buyer from taking the necessary measures to prevent or mitigate the damage. The buyer is obligated to accept that legal proceedings against it are brought before the same venue as that dealing with product liability proceedings, if applicable, against Simpson Strong-Tie®. If product liability is imposed on Simpson Strong-Tie® towards any third party, the buyer will be obligated to indemnify us to the same extent to which our liability is limited according to these terms and conditions.

#### Jurisdiction

Any dispute between the parties will be decided under Danish law, disregarding the United Nations Convention on Contracts for the International Sale of Goods. Any dispute that cannot be settled amicably must be brought before the Simpson Strong-Tie®'s home court. Irrespective of the above, Simpson Strong-Tie® is always entitled to bring legal proceedings against the buyer before the buyer's home court.