

GENERAL TERMS AND CONDITIONS OF

# Pfeifer Nordics Oy

## I. Scope of validity/application of the terms/conditions of the customer/written form:

### Scope of validity/application of the business terms

1. These General Terms and Conditions (hereinafter "GTC") are an integral part of all our offers, order confirmations/contracts for the delivery of our goods and services (hereinafter "deliverable"). These GTC also apply to our ancillary services such as assembly, labour and other subsidiary services (such as consulting).
2. Unless agreed otherwise, these GTC apply in the version valid at the time of the customer order and in any case in the version last notified to the customer in writing. These GTCs apply also to all future contracts without our having to indicate this in each case.

### Conditions of the customer

3. Any deviating, conflicting or additional (purchase) conditions of the customer only become part of the contract if and to the extent that we have explicitly agreed to their validity in writing in advance. This requirement of explicit agreement applies in any case, for example even if we carry out the delivery to the customer without reservation in knowledge of the (purchase) conditions of the customer. Even if we refer to a letter from the customer (e.g. customer order) that contains or refers to the customer's (purchase) conditions, this does not constitute consent to the validity of those conditions.

### Written form/precedence of individual agreement and main contract

4. Legally relevant statements and reports by the customer in relation to the contract (such as setting deadlines, notice of defects, declarations of withdrawal or reduction) shall always be made in writing (e.g. letter, e-mail, fax).
5. Agreements made with the customer in individual cases (including ancillary agreements, additions and amendments) shall take precedence over these GTC. A written contract or our written confirmation is decisive evidence of the content of the agreements, unless proven otherwise.
6. In case of contradictions between the provisions of the main contract (regularly in the form of an order confirmation) and these GTC, the provisions of the main contract take precedence.

## II. Offers/contract conclusion/integration clause:

1. Our offers are non-binding.
2. Details of measurements, weights, performance, endurance and other product features contained in our offers and enclosed documents (e.g. brochures, catalogues) do not represent guarantees or assured properties. They only become quality attributes of the deliverable and part of the contract if they are listed in the order confirmation or confirmed in other written agreements. The same applies to drawings, sketches, plans, illustrations, dimensions, weights and other performance data provided by the client or their vicarious agent before the contract is concluded. General information about our products can also be found on our Internet page [www.pfeifergroup.com](http://www.pfeifergroup.com). Further details in connection with technical or qualitative properties of our deliverables are set out in VIII.

### Contract conclusion

3. The ordering of the deliverable by the customer is deemed a binding contract offer.
4. The order is considered accepted by us if there is either a written confirmation from us (e.g. order confirmation), we have issued a dispatch note or invoice or have delivered the item to the customer.

### Integration clause

5. The agreement made between us and the customer, including these GTCs and other terms specified above, set forth the entire agreement between the parties relating to the subject matter and supersedes any prior agreements, proposals and representations, whether written or oral.

## III. Delivery period/fix business/self-supply reservation/withdrawal/ force majeure:

### Delivery period

1. The delivery period is agreed in writing or is stated by us upon acceptance of the order (as a rule on the order confirmation).
2. The delivery period stated by us upon acceptance of the order does not start before the clarification of all technical details, nor before the receipt of any other documents to be procured by the customer, official or other permits, as well as compliance with the agreed payment conditions and other obligations of the customer to be fulfilled in advance. If these obligations of the customer are not fulfilled in time, the delivery schedule is extended accordingly, provided we are not responsible for the delay.
3. Applying for and obtaining required official or other approvals is not part of our performance obligations, unless otherwise agreed in writing.
4. If a delivery schedule (date and time if applicable) is agreed between the customer and us, this does not signify agreement on a fixed-date transaction in a legal

sense so that the delivery could only be done on the agreed date. Consequences of any delay have been exhaustively regulated in Section IV.

### Self-supply reservation/withdrawal

5. If we cannot meet binding delivery dates for reasons for which we are not responsible (for example non-availability of the deliverable), we will inform the customer of this with a notification of the expected new delivery date. If the deliverable is not available within the new delivery period, we are entitled to withdraw from the contract in part or in full. In this case, we shall reimburse any payments already made by the customer within an appropriate deadline. A case of nonavailability of the deliverable for the purposes of this clause includes, but is not limited to, late self-supply by our supplier, if we have concluded a cover transaction and neither we nor our supplier are culpable, or if we are not obliged to procurement in individual cases.

### Force majeure

6. War, riots, legitimate industrial dispute measures, official directives, energy and raw materials shortages, transport disruptions, unavoidable operating disruptions, epidemics or pandemics (including consequent official directives), as well as all other cases of force majeure (also for our suppliers) and inevitable events that are outside of our influence release us for the duration of the disruption and the extent of their impact from the obligation to deliver. The client may only withdraw from the contract due to a delay in delivery within the framework of the statutory provisions if we are responsible for these or if the client cannot reasonably be expected to adhere to the contract.

## IV. Delivery delay/liquidated damages in case of a delivery and acceptance delay:

### Delivery delay

1. In the case of a delivery delay, we are liable in accordance with the applicable statutory provisions if we have culpably breached significant contractual duties, or if the delay is caused by intent or gross negligence on our part or on the part of our representatives or agents. Significant contractual duties are those that give the contract its purpose and compliance with which the contractual partner relies on, which form the basis for contract fulfilment and which are indispensable for achieving the contract purpose. Except in the case of intent, our liability for damages is limited to foreseeable, typically occurring damage.

### Liquidated damages for delivery delay

2. Furthermore, if we are liable for the delay, our liability for any delay shall be limited to liquidated damages for every completed calendar week of delay amounting to 0.5% of the net order value on the order confirmation, in total however a maximum of 5% of the net order value of the deliverable delivered late. We reserve the right to prove that no damage, or only a lesser damage, was caused for the customer than the liquidated damages, and in that case, only the lesser amount of the actual damage shall be payable. Further legal claims and rights of the customer, as well as our legal rights, especially upon exclusion of the duty to perform (for example due to the impossibility or unreasonableness of performance or remediation), remain unaffected.

### Liquidated damages for customer's delay

3. If the customer delays acceptance, neglects to co-operate as required for the delivery or if our delivery is delayed for other reasons due to the customer, we are entitled to liquidated damages in the amount of 0.5% per completed calendar week up to a maximum of 5% of the agreed net order value, starting with the delivery deadline or, in the absence of a delivery deadline, with the notification of the readiness of dispatch of the goods. This does not limit our right to compensation for actual damage in excess of this amount and our other statutory rights (reimbursement of additional expenses, appropriate compensation, termination, withdrawal) remain unaffected. The liquidated damages are to be offset against further monetary claims. The customer is entitled to prove that we suffered no damage at all or only significantly less damage than the liquidated damages.

## V. Delivery/transfer of risk/partial delivery:

### Delivery

1. The place of delivery, the site of the transfer of risk, the party of the transport contract, the transport insurance and the destination are set out according to the clause agreed on the order confirmation regarding Incoterms 2020 and any deviating agreements stated there regarding the Incoterms 2020.
2. If an explicitly agreed Incoterm clause is missing on the order confirmation, the order will be FCA (= "free carrier (place of delivery in the manufacturing plant of Pfeifer Nordics Oy)") Incoterms 2020.
3. If the delivery according to the order confirmation is CPT (carriage paid to) the following applies: The regulations of Incoterms "CPT 2020" (including regarding delivery, transfer of risk, costs) are always applied, regardless of whether we conclude a transport contract or carry out the transport ourselves.

4. The choice of shipping destination and the route and means of transport is made by us to our best knowledge, unless agreed otherwise in writing, without assuming liability for the cheapest and quickest transport.
5. The unloading of the goods from the means of transport is carried out by the customer, unless agreed otherwise on the order confirmation. The customer shall ensure that at the planned arrival time of the means of transport, the goods are unloaded by qualified persons using the required technical aids (e.g. forklift, crane) within the agreed standing and unloading time. In case the standing/unloading time is exceeded, the standing time of the means of transport is charged in addition to the customer in accordance with our order confirmation.

#### **Transfer of risk**

6. If the deliverable is sent to a different destination at the customer's request (sale by dispatch), the risk is transferred to the customer as soon as the deliverable has been handed over to the transport company at our warehouse; this also applies if we bear the transport cost or use our own means of transport. If there is no obligation to deliver, we will – at the customer's request – cover the delivery with transport insurance, the costs of which will be borne by the customer.
7. The risk of the coincidental loss or deterioration of the goods is transferred to the customer (at the latest) upon handover at the place of delivery. If the customer was notified that goods were ready for dispatch – for ex-works delivery – the goods are stored from this point onwards at the risk and on the account of the customer.
8. Our goods may be packaged. Regardless of any existing packaging, the goods are to be stored safely by the customer against weather influences, especially humidity, as from the time of unloading from the means of transport. This also applies if the goods are to be used immediately after unloading and any existing packaging is opened for this purpose.

#### **Partial delivery**

9. We are entitled to make reasonable partial deliveries.
10. Our delivery obligation is always on the condition of the timely and proper supply to ourselves.

### **VI. Prices and costs/payment conditions and payment default/withdrawal/price adjustment:**

#### **Prices and costs**

1. Unless agreed otherwise, our prices are in euros plus applicable VAT on the ex-works day of invoicing. The costs for freight, special packaging (e.g. container), customs, import, insurance and ancillary fees are borne by the customer unless agreed otherwise.
2. For sale by dispatch according to V. Clause 6, the customer bears the transport costs from the warehouse as well as the costs of transport insurance.
3. At our request, the customer is obliged to provide us with the necessary documentation required of us by the relevant tax or customs authorities as evidence for tax-exempt export or an intra-community service.
4. All taxes, fees, customs dues and other costs incurred to us through the fulfilment of the contract in the destination country of the contractual services are borne exclusively by the customer, unless agreed otherwise and if we are not responsible for these. The customer declares their agreement to pay or reimburse to us the aforementioned taxes, fees, customs dues and other costs requested by us accordingly. This also applies to taxes, fees, customs duties or other costs imposed on us in transit countries, unless we have expressly assumed these or are responsible for them.

#### **Payment conditions and payment default**

5. If we accept cheques or bills of exchange following a special agreement, this is only on account of performance and not in lieu of performance; any cheque or bill of exchange fees are borne by the customer. Cheques are only deemed cashed when the issuer's account has been debited, the sum has been credited to the cheque recipient's account and the debit entry can no longer be cancelled by the bank.
6. Unless otherwise agreed in writing, the purchase price is to be paid without deductions within 10 days of the invoice date. This also applies to partial deliveries. However, even over the course of an ongoing business relationship, we are entitled at any time to carry out a delivery in full or in part only against prepayment; this is indicated on the offer to the customer.
7. Upon expiry of the payment deadline (VI. Clause 6) the customer is in default. Interest at the applicable statutory default rate is to be paid on the purchase price during the default period. We reserve the right to claim further damage caused by default.
8. In the absence of other instructions, incoming payments are used to balance the oldest or least assured amount due, as we choose.
9. A risk to our claim to counter-performance for which the customer is responsible entitles us, insofar as we have already performed our services, to make all other payment claims against the customer due immediately.

#### **Withdrawal**

10. If the customer fails to comply with the agreed payment terms, is in payment default which is not merely insignificant or if, after conclusion of the contract, circumstances arise which materially jeopardise our claim to payment (in particular due to a deterioration of the customer's financial situation or the filing for any insolvency proceedings), we shall be entitled to suspend outstanding deliveries. In such case, we may require prepayment or the provision of appropriate security as a condition for further performance. If, despite a reasonable grace period, the customer fails to comply with such request, we shall be entitled to withdraw from the contract, without prejudice to any further statutory rights. Statutory provisions under which the setting of a grace period is dispensable shall remain unaffected.
11. For contracts for the manufacturing of untenable goods (customisations), we can declare the withdrawal in the cases described in VI. Clause 10 with immediate effect.

#### **Price adjustment**

12. For contracts for which there is more than three months between contract conclusion and delivery, we reserve the right to adjust our final prices accordingly if cost decreases or increases occur after contract conclusion, especially transport costs or material prices. We will provide the client with evidence of this and the basis of the respective pricing upon request. For successive delivery contracts and for orders on demand, we calculate our list prices as valid on the delivery day.

#### **VII. Offsetting and retention:**

Offsetting with counterclaims by the customer is excluded, insofar as the counterclaims are not legally confirmed, undisputed or recognised by us. In addition, the customer is only entitled to exert a right of retention insofar as a counterclaim is based on the same contractual relationship in the form of a claim for money.

#### **VIII. Material damage liability:**

##### **Principles of material damage liability**

1. Wood is a natural product. The swelling and shrinking of wood as a result of changes in moisture content are fundamental properties of wood. Therefore, deformation due to swelling and shrinking cannot be completely prevented. The range of natural colour, structure or other variations (wood grain and colour) within a type of wood is integral to the properties of the natural product "wood" and does not represent a defect.
2. The basis of our liability for defects is determined exclusively by the agreed quality and other properties of the deliverables, taking into account the fact that wood is a natural product (see above VIII. 1.). In the absence of an express agreement on quality or properties, the applicable statutory provisions shall determine whether there is a defect or not.
3. The details stated in our product brochures are subject to the restrictions as defined by II. Clause 2, unless not explicitly agreed otherwise in writing. We decline any liability (see e.g. V. Clause 7) for damages caused by improper handling or unsuitable storage of the goods by the customer after handover.
4. We are not liable for defects or damages of which the customer was aware of upon contract conclusion, or of which the customer was not aware of due to gross negligence. The customer's right to claim defects is also based on the condition that it has met its duty to inspection and objection properly, whereby any claim must be made in writing. For building materials and other goods for assembly or other further processing, the inspection shall take place in all cases at the latest immediately before processing. If a defect becomes apparent during delivery, inspection or at any later point in time, we must be notified immediately in writing. In any case, obvious defects are to be reported in writing within seven days of delivery and defects not recognisable during inspection within the same period of time from their discovery. If the customer fails to properly inspect and/or report defects, our liability for defects that are not reported or not reported in time or not properly is excluded in accordance with the statutory provisions. This also applies to claims against us due to supplier regress, if the defective goods were processed further by the customer or another company.

##### **Defect rights and claims**

5.
  - a. If the deliverable is defective, we have the right to choose, at our discretion, whether to remedy the defect or deliver a defect-free replacement. We are not obliged to remedy insignificant defects.
  - b. The customer shall have no right of recourse against us for claims asserted by third parties in respect of defects, to the extent that (i) the defect was apparent or reasonably detectable at the time the deliverables were installed or otherwise put into use, or (ii) the customer failed to inspect the deliverables without undue delay or failed to notify us of the defect within a reasonable time after discovery or after the defect should have been discovered in the ordinary course of business. Furthermore, where the customer has stored the deliverables for more than six (6) months before their resale by the customer, the customer may not rely on any presumption that a defect existed at the time of delivery. In such

case, the burden of proving that the defect existed at the time of delivery shall rest with the customer.

- c. The costs necessary for defect remediation, in particular transport, road, work and material costs, as well as any assembly and disassembly cost, shall be borne by us insofar as there is really a defect and this is not worsened because the deliverable was transported to a location different to the place of fulfilment.
- d. We can demand reimbursement of costs incurred as a result of an unjustified request for the removal of defects (in particular testing and transport costs), unless the lack of defect was not apparent to the customer.
- e. If we fail to remedy within an appropriate grace period, whereby we are in principle to be granted two remediation attempts, the customer may withdraw from the contract or reduce the payment. There is no right of withdrawal in the event of an insignificant defect.
- f. We are entitled to make the due remediation dependent on the customer paying the due purchase price. However, the customer is entitled to retain a commensurate part of the purchase price in relation to the defect.

#### **Damage compensation and liability waiver**

6. The customer is entitled to damage compensation claims and claims for forfeited costs only in accordance with Clauses VIII. 6-11.  
We are liable according to the applicable statutory provisions for damages arising out of intentional or grossly negligent breaches of duty on our part, on the part of our legal representatives or vicarious agents, as well as in the case of culpable unfeasibility and in the event of a breach of significant contractual obligations.
7. We are liable according to the applicable statutory provisions if we culpably infringe significant contractual duties (according to IV. Clause 1 line 2).
8. In the cases set out in VIII. Clause 6 and Clause 7 and in addition if the customer is entitled to a damage compensation claim instead of performance, our liability is limited to compensation for the direct, foreseeable and typical damage, unless the damage was caused by our intent.
9. We shall be liable in accordance with the applicable statutory provisions for damages resulting from injury to life, body or health caused by us, our legal representatives or our vicarious agents. The same applies insofar as we have assumed the guarantee for the quality of our goods or the existence of a successful service or a procurement risk and in the event of liability for hazardous circumstances (in particular under the Product Liability Act).
10. Unless agreed otherwise, our liability is excluded. Any further or other claims of the customer against us, our representatives and vicarious agents than those set out in VIII because of a material defect are excluded.

#### **Statute of limitations**

11. Claims and rights pertaining to material defects expire in 12 months, starting with the handover of the goods to the customer. The limitation period of 12 months shall not apply in cases where the supplier or its representatives, employees, or other persons acting on its behalf are liable (i) for death or personal injury, (ii) for the fraudulent or intentional concealment of a defect, (iii) for intentional or grossly negligent breaches, (iv) for defects in deliverables that are incorporated into a building or civil structure or are used for construction purposes and cause the defectiveness of such building or structure, or (v) under mandatory strict or no-fault liability regimes, including, without limitation, product liability laws.

#### **Burden of proof**

12. No reversal of the burden of proof is associated with the foregoing regulations in VIII.

#### **IX. Total liability/limitation of liability/statute of limitations:**

1. Further liability for damage compensation than set out in the foregoing VIII is - regardless of the legal nature of the claim made - excluded. This applies, in particular, to claims for damages arising from pre-contractual default, from other breaches of contractual or statutory duties, or from unlawful acts giving rise to liability for material or property damage under applicable law. In addition, and without limiting the generality of the foregoing, any liability for loss of profit, loss of production, loss of use, business interruption and other indirect or purely financial losses is excluded, except in cases of intent or gross negligence, in which case liability shall be limited to the typical, foreseeable damage.
2. The limitation according to IX Clause 1 also applies if the customer demands the compensation for useless expenditures instead of performance or compensation for damages.
3. For the limitation of all claims which are not governed by the limitation period relating to defects, an exclusion deadline of 18 months applies, insofar as it is not a case according to the foregoing VIII Clause 11 p. 3. It begins with discovery of the damage and the person who caused the damage.
4. If the damage compensation claim against us is excluded or restricted, this also applies to the personal damage compensation liability of our employees, workers, staff, representatives and vicarious agents.

VIII. Clause 12 applies accordingly.

#### **X. Non-assignment clause:**

The assignment to third parties of service claims, payment claims, material damage liability claims and other secondary claims, as well as damage compensation claims against us is only admissible with our consent.

#### **XI. Retention of title/insurance obligation for deliveries in and to Germany:**

##### **Retention of title and resale**

1. The deliverable remains in our ownership (hereinafter also "reserved goods") until the full payment of the purchase price and the fulfilment of all requirements, including all balance claims and accessory claims (exchange costs, financing costs, interest etc.) and future claims resulting in connection with the delivery. Setting individual claims in a current invoice or account balancing and its recognition do not affect retention of title.
2. The customer is entitled to process and sell the deliverable in the ordinary course of business. Regular business operations are not the case if the deliverable is resold without retention of title or the buyer of the conditional goods does not allow an assignment of the purchase price claim against them. The authorisation expires as soon as the customer is in default of payment, an application to open insolvency proceedings is made, payments are suspended or there is a subsequent lack of performance on the part of the customer.

##### **Further processing**

3. If the reserved goods are processed by the customer into a new movable item, this processing is for us, without charge or obligations for us. We become the owners and are to be viewed as the manufacturer. If the client processes the goods with other goods that do not belong to us, we acquire co-ownership of the new item in the ratio of the invoice value of the reserved goods to the other processed goods at the time of processing. The same applies to the new item resulting from the processing as to the goods delivered under retention of title. They are deemed to be reserved goods in the sense of these conditions.

##### **Combination and mixing**

4. If reserved goods are combined, mixed or merged with goods not belonging to us, we become co-owners in accordance with legal regulations. If the client acquires sole ownership by combining, mixing or blending, they already now transfer joint ownership to us as security based on the ratio of the value of the reserved goods to the other goods at the time of combining, mixing or blending. In these cases, the customer must store the item that we own or co-own, which is also deemed to be reserved goods within the meaning of these provisions, free of charge.

##### **Extended retention of title/essential part of a property**

5. If the reserved goods are resold by the customer, the customer is obliged to sell the reserved goods on their part only under retention of title and the customer already now assigns to us all claims from the resale for the assurance of all our claims pertaining to the business relationship. We accept this assignment. If the reserved goods are resold together with other goods and/or after processing, combining, mixing or blending, the agreed assignment only applies to the amount of the value of the reserved goods resold together with the other goods.
6. If our goods become a significant part of a property following connection or installation, the customer assigns to us the resulting claim amounting to the invoice value of the reserved goods. We accept this assignment.

##### **Collection right and its revocation**

7. Notwithstanding our entitlement to collect the dues ourselves, the customer remains authorised, under the provision of revocation at any time, to collect the dues assigned according to XI Clause 4 and IX Clause 5. We will not make use of our own collection authority as long as the customer meets their payment obligations to us and there is no lack of performance. If this is the case, however, we can request from the customer that they notify us of the assigned claims and their debtors, provide us with all the necessary details for collection, hand over the associated documents and inform the debtors of the assignment. Our right to notify the debtors of the assignment ourselves is not affected by this. We are entitled to revoke the client's authorisation to resell and process goods subject to retention of title.

##### **Duty to inform**

8. The customer shall inform us immediately of enforcement measures by third parties regarding the reserved goods or the assigned claims and shall hand over the documents necessary for objection. They may not make any agreements with their buyers that exclude or compromise our rights.

##### **Prohibition of pledging and assignment as security**

9. The deliverables subject to retention of title may not be pledged to third parties nor assigned as a security to third parties before payment in full. The customer must immediately notify us of the suspension of payments and/or an application for or opening of insolvency proceedings against their assets. In this case the right to resale, to the use of the reserved goods and to the permission to collect the assigned claims become void.

#### **Excess security**

10. If the value of our existing securities exceeds our claim overall by more than 10%, we are obliged on request by the customer or by a third party compromised by the excess security to return or release it as we choose. With the amortisation of all our claims pertaining to the business relationship, the ownership of the reserved goods and the assigned claim transfer to the customer.

#### **Insurance obligation**

11. The client stores the reserved goods and the documents for us free of charge. The customer shall insure them at their nominal value against the usual dangers such as fire, theft, transport and damage. Claims arising from a damage case against an insurance and/or a third party are assigned already now to us to the amount of the invoice value of the affected reserved goods. We accept this assignment.

#### **Locational validity**

12. The provisions in XI. are only applicable between us and those customers with their headquarters in Germany, as well as to all deliveries within or to Germany.

#### **XII. Retention of title for deliveries to other countries:**

##### **Locational validity**

1. This provision XII. applies to deliveries to countries other than within or to Germany.

##### **Retention of title**

2. The delivered goods remain in our ownership until the full payment of the purchase price and the fulfilment of all other requirements, including all current account balance claims and all accessory claims (exchange costs, financing costs, interest etc.) and all future claims arising in connection with the delivery. Setting individual claims in a current invoice or account balancing and its recognition do not affect retention of title.

##### **Storage/insurance/prohibition of disposal**

3. Until the full payment of the purchase price, the customer shall store the deliverables properly, maintain them in a complete condition in accordance with the contract and insure them against all risks at an insurance institution at the full recovery value. Without our consent, the customer may not sell, pledge, assign as a security, lease or otherwise dispose of the purchase items.

##### **Further customer duties and allocation of costs**

4. If the property rights in the respective states do not recognise the retention of title agreed under XII Clause 1 or demand additional conditions, such as a registration requirement etc., the customer shall support us on request in the fulfilment of these requirements or provide us with a comparable security. The costs incurred are borne by the customer. The customer will notify to us unsolicited any known conditions for asset backing.
5. The regulations V.1 to 6 about the transfer of risk remain unaffected by the regulations XII.1 to 3.

#### **XIII. Property rights/documents/third-party property rights:**

##### **Property rights**

1. We reserve the property rights and copyrights for all drawings, drafts and documents produced by us. They are to be treated confidentially, enjoy the protection of intellectual property according to the legal regulations and may not be disclosed to third parties, especially competing companies, or used by the customer themselves outside the scope of contractual agreements.

##### **Documents**

2. Drawings, drafts and documents that are part of our offer must be returned if no contract is concluded.

##### **Third-party property rights**

3. When ordering goods or parts of goods whose design and composition features are prescribed by the client, the client is responsible for ensuring that the design and composition do not encroach on the property rights of third parties. The customer releases us in the event of a claim.

#### **XIV. Data privacy information:**

We gather personal data in accordance with the European General Data Protection Regulation. All the necessary information is available to the customer at [www.pfeifergroup.com](http://www.pfeifergroup.com). On request, our data protection information can also be sent to the client in paper form.

#### **XV. Place of fulfilment/place of jurisdiction/applicable law:**

##### **Place of fulfilment**

1. Unless stated otherwise on the order confirmation, the place of fulfilment is our company headquarters.

##### **Place of jurisdiction**

2. The District Court of Helsinki, Finland shall have exclusive jurisdiction as the court of first instance over any dispute arising out of or in connection with the contractual relationship. Notwithstanding the foregoing, we shall also be entitled to bring proceedings against the customer to demand any unpaid amounts before the competent courts at the place of the customer's registered office.

##### **Applicable law**

3. The contractual relationship and these GTCs shall be governed by and construed in accordance with the laws of Finland, excluding its conflict-of-laws rules and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

#### **XVI. Provisions governing sales and deliveries to United States customers:**

##### **Damages Disclaimer and Limitation of Liability**

1.1 IN NO EVENT SHALL WE BE LIABLE TO ANY CUSTOMER OR ANY OTHER PERSON FOR ANY (A) INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFIT OR GOODWILL OR (B) DIRECT DAMAGES TO BODY, HEALTH OR PROPERTY FOR ANY MATTER ARISING OUT OF OR RELATING TO THE SERVICES OR GOODS, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT OR OTHERWISE EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO PARAGRAPH IV.3 AND IV.4 ABOVE, IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY FOR DAMAGES EXCEED THE TOTAL COMPENSATION PAID BY CUSTOMER TO US FOR THE SERVICES OR PRODUCTS.

1.2 Paragraphs VIII.6, 7 and 9 shall not be applicable.

##### **Security Interest**

2.1 With the submission of the order and our issuance of an order confirmation, customer hereby grants a purchase money security interest in all goods delivered and provided by us to customer and in all proceeds from the sale or otherwise disposition of the goods by customer, or any bank other party having a priority security interest, to any third party, including accounts receivable, contract rights and cash receipts arising therefrom. Such security interest shall remain in us until we receive full payment of the purchase price for all goods. Customer authorizes us to timely prepare and file such financing statements or other writings as may be necessary to perfect such purchase money security interest. Customer agrees that we have the right to immediate possession to any goods that have not been paid for in full by customer.

2.2 Customer may resell goods and/or combine these with other components to create a combined product ("Combined Product"), subject to the terms and conditions set forth herein. The security interest granted in this Section shall extend to any Combined Product into which a good has been incorporated, to the extent permitted by applicable law. In the event that goods will be resold or become part of a Combined Product, provided that such goods have not been paid in full, Customer shall notify us thereof without undue delay.

##### **Data privacy information**

3. Subject to Paragraph XIV, we comply with all applicable data protection and data security laws and regulations when processing personal data, including but not limited to the GDPR and relevant US federal and state privacy laws.