

## Standard Terms and Conditions for the Sale of Goods

### 1. Scope of Application

These standard terms and conditions ("Standard Terms and Conditions") apply to consumers, private individuals, institutions or companies ("Buyer" or "Customer") when making an order from Kemppe Oy, Kempinkatu 1, 15810 Lahti, Finland, tel. +358 3 89911, VAT Reg.Num FI20518261, e-mail info@kemppe.com (the "Seller" or "Kemppe") through the Kemppe web shop at <https://shop-nl.kemppe.com> or <https://shop-b2b-nl.kemppe.com> or another website associated therewith ("Web Shop"). These Standard Terms and Conditions constitute an integral and essential part of the distance sale agreement between the Buyer and the Seller (the "Agreement").

### 2. Conclusion of the Agreement

Product orders are made in the Web Shop by adding the desired product(s) ("Goods") to the basket and making the respective choice of payment. The Agreement is concluded when the Seller has confirmed the order to the Buyer. Information contained in Kemppe's advertising, brochures, or other written materials, whether on Kemppe's Web Shop or given to you, is for information only and not an offer by Kemppe to supply any Goods. The confirmation includes the price and the costs of delivery of the order, the ordered Goods, as well as other information required by applicable mandatory legislation.

### 3. Duties of the Seller

#### 3.1. Terms of Delivery

The Seller delivers the tracking code of the package to the Customer by e-mail when the products are shipped. The Seller bears the risk of damage or loss of the products ordered during transportation.

#### 3.2. Warranty

The sold Goods are subject to statutory warranty provided by mandatory legislation and voluntary commercial warranty in accordance with the manufacturer's terms and conditions stated in the warranty certificate. The voluntary commercial warranty according to the manufacturer's terms and conditions constitutes the exclusive voluntary warranty for the Goods.

#### 3.3. Properties of the Goods

The Seller is responsible for the quality and other characteristics of the Goods only in accordance with the information specified in the Agreement. The Buyer is responsible for the accuracy of the information provided to the Seller (such as the delivery address or payment information).

### 3.4. Delay

In the event of a delay of the delivery, the Seller shall inform the Buyer immediately upon becoming aware of such delay and shall state the reason for the delay and, if possible, an estimated new delivery date. Where the manufacturer of the Goods or the party from whom the Seller has acquired the Goods has not fulfilled its contractual obligations to the Seller and the Seller's delivery is delayed as a result, the Seller shall not be liable for any damage caused to the Buyer as a consequence of the delay. Subject to clause 10, if the Seller's delivery is delayed due to fault on the Seller's part, the Buyer has the right to demand delivery, or in the event that the Seller's delivery is significantly delayed, to exercise the Buyer's right of withdrawal specified in clause 6.1.

## 4. Duties of the Buyer

### 4.1. Customer information

When placing the order the Buyer provides his/her real name, phone number/mobile phone number and e-mail address. In addition to the information mentioned above, institutions and companies must include the trade registry number and/or VAT Number.

The Buyer warrants to the Seller that the information he/she has provided during the order process (and any notification of change of such information) is true and correct.

### 4.2. System requirements

In order to use the Web Shop, it is required that the computer system used by the Buyer meets the following minimum requirements:

- I. computer or mobile device with access to the Internet;
- II. access to e-mail;
- III. latest version of Internet Explorer, Firefox, Chrome, Opera or Safari;
- IV. cookies and Javascript enabled in Buyer's browser

### 4.3. Processing of personal data

Information about the processing of personal data of the Buyer is available in the Kemppei Privacy Policy, see here <https://www.kemppi.com/en-US/privacy>.

#### 4.4 Purchase Price

The purchase price shall be the current price charged by the Seller at the time, including VAT in accordance with the VAT rate in force at the time. If no currency is mentioned, the price is in euros.

When a business from another European Union member state makes a purchase at Kemppi Web Shop, 0% VAT is applicable due to intra-Community supply of goods. This requires the business to have a registered VAT number in a European Union member state. If you have any questions, please contact our customer service.

#### 4.5. Term of Payment

Unless otherwise agreed, the accepted forms of payment shall be the payment methods provided in the Web Shop.

#### 4.6. Reclamation and Repair of Defects

If the Goods delivered by the Seller are in any respect defective, the Buyer shall notify the Seller of the defect within a reasonable time from the date of delivery. The Seller shall primarily repair the defect or deliver new Goods. If repair or replacement of the product is impossible (or at least cannot reasonably be required from Kemppi), the Buyer may choose between (i) a refund of the part of the price in proportion to the degree of deviation from what was agreed or (ii) termination of the Agreement.

#### 5. Intellectual Property Rights

The sale of Goods shall not transfer to the Buyer any rights to trademarks, patents or other intellectual property rights related to the Goods.

Without the prior written consent of the Seller, the Buyer is not entitled to reproduce, in part or in whole, any pictures, drawings, calculations or other documents related to the offer or the Goods, or to reproduce the Goods or parts thereof, or to otherwise exploit the Seller's intellectual property rights.

#### 6. Withdrawal of the Agreement and Force Majeure

##### 6.1. The Consumer's Right of Withdrawal

The Buyer who is a consumer, is entitled to withdraw the Agreement by notifying the Seller by e-mail or using the Contact Us form in the Web Shop within fourteen (14) days and without giving any reason. The withdrawal period is fourteen (14) days from the date on which you or a third

party designated by you (other than the carrier) has or has taken possession of the Goods. In case you have ordered multiple Goods in the same order which are delivered separately, the withdrawal period is fourteen (14) days from the date on which you or a third party designated by you (other than the carrier) has received the last item.

To exercise your right of withdrawal, you must inform Kemppi, Kemppi Benelux B.V., Minervum 7284 4817 ZM BREDA, Netherlands, tel. +31 76 571 77 50, email: sales.nl@kemppi.com, through explicit notice (e.g., by Contact Us form in the web shop or e-mail sales.nl@kemppi.com) of your decision to withdraw from the Agreement. You may use the model withdrawal form for this purpose [\[\(link\) \]](#), which is, however, not mandatory.

To comply with the deadline of withdrawal, it is sufficient that you send the notification of the exercise of the right of withdrawal prior to the expiry of the withdrawal deadline.

Kemppi will organize and pay for the return transportation. The returns number is valid for fourteen (14) days, during which time the Customer must relinquish the Goods for delivery to Kemppi.

#### Effect of Withdrawal

If you withdraw the Agreement, Kemppi must refund to you all payments it has received from you, including delivery costs (except those incremental costs resulting from your selection of delivery mode other than the cheapest standard delivery mode offered by us) immediately, however, no later than fourteen (14) days from the date on which we received notification of your withdrawal of the Agreement. For such refund, Kemppi will use the same means of payment that you used for the payment of the original transaction, unless Kemppi has expressly agreed otherwise with you; in no event will you be charged for this refund.

Kemppi may refuse to refund you until Kemppi has received the Goods back or until you have provided proof that you have returned the Goods, whichever is the earlier.

You must return or hand over the Goods to us immediately and in any case no later than fourteen (14) days from the date on which you notified us of the withdrawal of the Agreement. To meet the deadline, it is sufficient that you send the Goods prior to the expiry of the period of fourteen (14) days. Kemppi will cover the costs of the return of the Goods.

You shall be liable for any diminished value of the Goods resulting from the handling of the Goods other than what is necessary to establish the nature, characteristics and functioning of the Goods.

The right of withdrawal does not apply to Goods that have been made-to-order in accordance with the Customer's request or to any other custom-made products.

## 6.2. Force Majeure, events outside of our control

The Seller is not obliged to fulfil the Agreement if a natural disaster, fire, machine failure or a comparable disturbance, strike, lockout, war, mobilization, import or export ban, lack of means of transport, termination of manufacture, traffic disruption, or other such hindrance that the Seller cannot reasonable overcome, prevents the delivery of the Goods in whole or in part. Also, if the fulfilment of the Agreement would require the Seller to make sacrifices disproportionate to the benefit accruing to the Buyer from the Seller's fulfilment of the Agreement, the Seller is not obliged to fulfil the Agreement. In the above-mentioned circumstances, the Seller is not obliged to indemnify the damage suffered by the Buyer due to the Seller's non-performance of its contractual obligations, and the Seller is also entitled to rescind the Agreement without the Buyer having the right to present any claims against the Seller.

## 7. Transfer of Title

Unless otherwise agreed, title to the Goods shall transfer to the Buyer when the purchase price has been paid in full.

## 8. Notices

Notices to the other party shall be provided by e-mail correspondence.

## 9. Limitation of Liability

The Seller is liable for willful misconduct and gross negligence. Further, the Seller is liable for the negligent breach of obligations, whose fulfilment is essential to enable the ordinary implementation of the Agreement, whose breach jeopardizes the achievement of the purpose of the Agreement and on whose compliance the Customer may rely on regularly. In the latter case, the Seller is only liable for the foreseeable typical contractual damage. Apart therefrom, the Seller does not assume any liability for losses of any kind.

The above-mentioned exclusions and limitations of liability do not apply in case of death of personal injury and/or insofar as they violate applicable law.

The above-mentioned liability provisions apply also to breaches of duty by the Seller's vicarious agents and other third parties the Seller has retained for the performance of the Agreement.

## 10. Applicable Law

These Standard Terms and Conditions shall be governed by and construed in accordance with the laws of Finland. Notwithstanding this choice of law, a Customer who is a consumer residing

in an EU member state shall be entitled to the protection afforded to him/her by the mandatory provisions of the law of the country of his/her residence.

#### 11. Dispute Resolution

All disputes arising from these Standard Terms and Conditions and the Agreement shall be primarily resolved by negotiations with the Seller's customer service, and finally by a competent court as determined by applicable mandatory legislation. If the Customer who is a consumer and the Seller are not able to settle the matter through negotiations, the Customer who is a consumer may refer the matter to the local consumer protection authority. Alternatively, the Customer who is a consumer has also access to the Online Dispute Resolution forum (<http://ec.europa.eu/consumers/odr>) maintained by the European Commission.

#### 12. Returns & Reclamations

##### 12.1 Delivery problems

If a shipment has been damaged during the transportation or any omissions are noticed during the unloading of the delivery, as soon as possible after becoming aware of the respective defect, the Customer shall make a note of them on the delivery manifest and to inform the Kempppi's sales department by e-mail or using the Contact Us form in the Web Shop. Information should include Buyer's order details, reason for reclamation and photo of the shipment (especially in case of damage or defect). If Kempppi are at fault for any errors or omissions in the delivery, Kempppi will replace for the missing or incorrect items.

##### 12.2 Contractual right of return

Goods may be returned within 30 days of delivery by filling in a return form via the Web Shop or contacting customer service by email or using the Contact Us form in the Web Shop. The right for return is not applicable to institutions and companies or to goods that have been made-to-order in accordance with the Customer's request or to any other custom-made products.

The Customer will obtain a returns number together with instructions from Kempppi within one (1) week. Kempppi will organize and pay for the return transportation. The returns number is valid for fourteen (14) days, during which time the Customer must relinquish the Goods for delivery to Kempppi.

The Customer is liable for any damages or loss of goods during the return transportation.

The right of return is only applicable to goods in their original packaging. The Goods must be packed in the same or equivalent packaging in which received and suitable for transportation.

Returned goods will be credited after they have been received, inspected, and accepted, and latest fourteen (14) days after receiving the shipment.

Notwithstanding the provisions of clause 6.1, Kemppi reserves the right to impose additional reductions if the Goods are not accepted due to damage during the transportation or products being opened or used.

### 13. General

Each of the terms and conditions of these Standard Terms and Conditions operates separately. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining terms and conditions will remain in full force and effect.

### 14. Storage of the contract text

The Customer will receive the contractual provisions together with information on the Goods ordered including these Standard Terms and Conditions by e-mail upon acceptance of the Agreement or together with the notification thereof. Kemppi does not store the contractual provisions for the Customer. You may download these Standard Terms and Conditions here: [\[\(link\)\]](#).