

Vilomix Oy's General Terms of Sale and Delivery

1. SCOPE OF APPLICATION

These terms and conditions apply to transactions between Vilomix Finland Oy (hereinafter the Seller) and traders and consumers (hereinafter the Buyer). These terms and conditions apply unless otherwise agreed by the parties.

2. CONCLUDING A DEAL

2.1 Offer

The Seller's offer is valid for the period stated in the offer. If no validity period is specified, the offer is valid for 14 days from the date of the offer. The offer and related images, drawings, calculations and other documents and related rights are the Seller's property. The recipient of the offer does not have the right to use them to the detriment of the Seller or to provide information about them to a third party or to take advantage of the customized solutions included in the offer. The price of the offer is based on the information and quantities provided by the Buyer either in the request for quotation or otherwise. If the actual order does not match the information or quantities provided, the Seller has the right to check the delivery or price according to the final information. The Buyer is responsible for the accuracy of the information concerning the intended use of the products provided to the Seller.

2.2 Formation of a contract

A deal is concluded when the Seller has confirmed the order or delivered the product. If the Buyer's order deviates from the Seller's offer, the deal is considered to have been concluded on the Seller's terms and conditions, unless the Seller has confirmed otherwise in writing. It is the Buyer's responsibility to verify the correctness of the order confirmation.

3. SELLER'S OBLIGATIONS

3.1 Delivery time

Unless otherwise agreed, the delivery period shall be deemed to begin on the date of conclusion of the contract.

3.2 Terms of delivery

Unless otherwise agreed, deliveries will comply with the Incoterms 2020 terms.

The modes of delivery of the product are:

- Delivered to destination (DAP)
- Free carrier (FCA Paimio / Vilomix Finland Oy)

3.3 Transfer of risk

The risk is transferred to the Buyer when the product is handed over to the Buyer in accordance with the contract.

3.4 Product properties



The Seller is responsible for the quality and other properties of the product only in accordance with the information specified in the contract and other information provided by the Seller in writing, specifically related to the transaction in question. The quality of the product is determined from a sample taken from an unopened package in accordance with official sampling instructions. The analysis results of the products are examined in accordance with the Finnish Feed Act. In the event of possible damage, the Seller is only liable in cases where it can be fully demonstrated that the damage was caused by the use of the Seller's product in accordance with the instructions for use.

3.5 Delay

The Seller will strive to send the products to the Buyer on the date stated in the order confirmation. If the Seller's delivery is delayed for any reason, the Seller is not obliged to compensate the Buyer for any damage caused.

3.6 Indirect damages

The Seller is not obligated to compensate the Buyer for consequential damages caused by delay or incorrect delivery, such as loss of production, loss of profit or other consequential financial damage.

4. BUYER'S OBLIGATIONS

4.1 Contract price

The contract price is the price agreed between the parties.

4.2 Payment period

Unless otherwise agreed, the payment period is determined by the payment term generally used by the Seller (14 days). For warehouse deliveries, the calculation of the invoice payment period starts from the invoicing date and for factory deliveries from the delivery date. If the contract price is not paid on time and this is not due to the Seller, the Seller has the right to delay further deliveries until the due payments have been made or an acceptable security has been provided. The Seller has the right to refrain from deliveries even when it is obvious from the Buyer's notification or otherwise that the Buyer's payment will be substantially delayed.

4.2 Contract price adjustment

The Seller reserves the right to adjust the prices if exchange rates, import duties or other charges, taxes or other public charges beyond the Supplier's control change before the Buyer's payment is remitted.

4.4 Delay in payment

In the event of a delay in payment, compensation will be charged for the period of delay in accordance with the interest rate applied by the Seller at the time in question (default interest according to the Finnish Interest Act) from the due date of the invoice. The Seller also has the right to charge reasonable collection costs.

4.5 Buyer's delay

If the Seller has to postpone a delivery due to the Buyer, the Seller has the right to invoice



the product according to the original delivery date or charge compensation for the delay period in accordance with section 4.4. In addition, the Seller is entitled to compensation for other costs, such as exchange rate losses, storage costs and damage caused by product obsolescence.

4.6 Securities

If it has been agreed that a security is to be lodged, the security must be lodged before the delivery of the product begins. Even after this, the Seller is entitled to demand a guarantee for the payment of the contract price if the Seller has serious reasons to assume that the contract price or part thereof would not be paid

4.7 Complaints and correction of defects

If a delivery is defective in any way, the Buyer must notify the Seller in writing immediately, however, no later than within 8 working days from the date of delivery. The Seller has the right either primarily to correct the defect or deliver a new product. The Buyer is not entitled to demand delivery if there has been a change in circumstances that materially changes the relationship between the originally agreed performance obligations. It is the Buyer's responsibility to check the correctness of the delivery and the quality of the delivered products and packaging upon receipt of the delivery. In the event of possible transport damage, the Buyer must make a provision for the damage in the consignment note immediately to the carrier.

5. TERMINATION OF THE CONTRACT

5.1 Buyer's right to terminate the contract

If the Seller's delivery differs materially from what was agreed and if the defect is not corrected within a reasonable time after the Buyer's written notice or a new product is not supplied in accordance with the contract, or if the delivery is delayed for reasons attributable to the Seller in such a way as to cause unreasonable detriment to the Buyer, the Buyer has the right to terminate the contract. If the traded product has been manufactured or acquired specifically for the Buyer in accordance with their instructions and wishes, and the Seller cannot otherwise exploit the product without significant loss, the Buyer may cancel the transaction because of the Seller's delay only if the purpose of the transaction is not substantially achieved due to the delay.

5.1 Seller's right to terminate the contract

If the contract price is not paid on time and this is not due to the Seller, the Seller has the right to cancel the transaction or the part of the transaction for which the Buyer has not yet received the product, if the delay is significant. The Seller has the right to terminate the contract even when it is obvious from the Buyer's notification or otherwise that the Buyer's payment will be substantially delayed. In addition, the Seller may cancel the transaction if the Buyer does not contribute to the transaction in the manner agreed upon or otherwise reasonably required and within the time limit set by the Seller.

The Seller has the right to terminate the contract without liability if the import of the product becomes impossible or substantially more expensive than originally required by the Seller due to an international agreement binding on Finland or an act restricting imports or other official action (e.g. import ceilings and restrictions or increased duties).



5.3 Force majeure

The Seller is not obliged to fulfil the contract if an Act of God, fire, engine damage or a comparable disturbance, strike, lockout, war, mobilisation, export or import ban, lack of means of transport, closing down of production, traffic disruption or other obstacle that the Seller cannot overcome, prevents the delivery of the product or part thereof. Even where fulfilment of the contract would require sacrifices that are disproportionate to the benefit to the Buyer, the Seller is not obliged to fulfil the contract. The Seller is not obligated to compensate the Buyer for the damage caused by non-fulfilment of the contract and the Seller can also terminate the contract.

6. INSURANCE

The parties will take care of insuring the product in accordance with the division of responsibilities determined in the agreed delivery terms. Other types of insurance must be agreed separately.

7. LIABILITY FOR DAMAGE CAUSED BY THE PRODUCT

The Seller is not liable for damage caused by the use of the product in a context other than that for which the product is intended, nor for damage caused by the raw material or composition as instructed by the Buyer. The Seller's liability for direct product damages is limited to the purchase price paid by the Buyer. When the product is under the Buyer's control, the Seller is not liable for any damage caused by it to:

- (a) immovable or movable property or is a result of such damage
- (b) a product manufactured by the Buyer or a product containing the manufactured product

The limitation of liability does not apply in the event of gross negligence on the part of the Seller. In the event of a third-party presenting to the Buyer or the Seller a claim for compensation based on this paragraph, the other party shall be immediately informed in writing.

8. TRANSFER OF OWNERSHIP

Ownership of the product passes to the Buyer when the full purchase price has been paid to the Seller, unless otherwise agreed. The Buyer is obliged to insure the products they have purchased against theft, fire, etc. until the full purchase amount has been paid.

9. NOTIFICATIONS

The sender is responsible for ensuring the arrival of the notifications sent to the other party.

10. ORDER AND PICK-UP TIMES FROM THE FACTORY

The office is open Mon–Fri 8:00 - 16:00

Pick-up from the warehouse Mon - Fri 7:00 - 15:30 Pick-up address:

Vilomix Finland Oy
Yrittäjätie 1
21530 Paimio
Finland

Orders from regional representatives: www.vilomix.fi/edustajat

Orders from the online store: www.tallipro.fi



11. ANTI-CORRUPTION

The parties undertake to comply with all applicable anti-corruption regulations in connection with the fulfilment of their obligations under the contract. The parties shall not, directly or indirectly, make or receive undue payments, gifts or other benefits deemed to be bribery for the purpose of obtaining an illegal or otherwise improper advantage.

12. SETTLEMENT OF DISPUTES

Disagreements related to the contract between the Seller and the Buyer are primarily resolved through negotiations between the parties. Unless otherwise agreed, disputes shall be settled by arbitration by one arbitrator. The arbitrator is appointed by the Arbitration Board of the Central Chamber of Commerce and the rules of this board are followed in the arbitration proceedings. However, the Seller always has the right to claim its overdue receivable based on a transaction in the lower court of the Seller's domicile.

13. STANDARD TERMS AND CONDITIONS FOR PROCESSING PERSONAL DATA

GENERAL COMPLIANCE WITH THE GENERAL DATA PROTECTION REGULATION (GDPR)

Data exchanged under this agreement will be processed according to the rules of the GDPR, under which both parties undertake to generally comply with the law governing this area.

COLLECTION, STORAGE AND PROCESSING OF PERSONAL DATA

Processing the Data Subject's personal data for the performance of this contract is pursuant to Article 6 (1) B of the GDPR. Data are collected primarily to fulfil the contents of this agreement, to ensure the quality of the Data Controller's products and services, and for marketing purposes. No other data than is necessary for the specific purpose of the agreement are collected. Legislation can also determine which types of data are necessary to collect and store as part of the Data Controller's business. Processing can also be necessary to fulfil another legal obligation.

THE DATA SUBJECT'S RIGHTS

The Data Subject has the right to be informed at any time what data is processed, where they come from and what they are used for. The Data Subject can be informed how long the Data Controller retains personal data, and who receives them if they are disclosed in Finland and abroad. However, such access can be restricted with regard to protection of the privacy of other people, business secrets and intellectual property rights. The Data Subject has the right to object to processing of his/her personal data. The Data Subject can also object to disclosure of data by the Data Controller for marketing purposes. If an objection is justified, the Data Controller shall ensure that the relevant personal data is no longer processed. The Data Subject has the right to have data erased that are no longer necessary for fulfilment of the agreement's obligations. The Data Subject also has the right to have incorrect personal data erased and/or corrected. Personal data are regularly erased when they no longer serve their original purpose for processing, or lose their relevance in general. Data are always erased 5 years after end customer relationship unless legislation gives clear reasons for retaining them longer. When the Data Subject requests the correction or erasure of his or her personal data, the Data Controller shall check that the conditions are fulfilled and if so, execute the corrections or erasure as quickly as possible.

DISCLOSURE OF PERSONAL DATA





Personal data will not be disclosed unless the Data Controller is required to do so by law, or explicit written consent is obtained. Disclosure to other companies in the group can be permitted without obtaining consent, with the primary purpose of being able to fulfil the agreements we make with you and to optimise our service. If the Data Subject provides an electronic address (email) for contractual purposes, the Data Controller will be able to use it for marketing material. It will always be possible to unsubscribe from receiving such material by following the instructions included.

SECURITY

The Data Controller will protect the Data Subject's data, and has internal rules on data security. Organisational and technical security measures have been implemented, along with instructions intended to protect personal data from being destroyed, lost, amended, against unauthorised publication and to prevent unauthorised access to or awareness of them.

RIGHT TO COMPLAIN

The Data Subject has the right to submit a complaint directly to the Data Controller via its principal mail address, as stated on the company's website. Complaints can also be submitted to the national supervisory authority concerning processing of personal data by the Data Controller. For more details on the processing of personal data, please refer to "Privacy Policy" on the company's website.

