



DAHL FINLAND LTD STANDARD PURCHASE TERMS AND CONDITIONS

1.1.2025/TO

1. Introduction

These Standard Terms and Conditions apply to the procurement of Dahl Finland Ltd – hereinafter referred to as "Dahl" – unless otherwise agreed in writing between the Parties. In addition, the Seller is required to follow the Saint-Gobain Group's Responsible Purchasing Guideline "Suppliers Charter".

The current version of the Dahl Standard Purchase Terms and Conditions and the "Suppliers Charter" are available on the Dahl website at dahl.fi/en/dahl/for-suppliers.

2. Price

In addition to the contract price, Dahl will pay the valid VAT and customs duty at any time in accordance with effectual law to the tax authorities. The contract price is fixed without any index-linking unless otherwise agreed in writing.

The Seller will provide his price list to Dahl in the requested Excel or other format, for the stock products and possible non-stock products to be purchased. Prices for transit and project orders are trade specific, except for possible non-stock products for which prices are agreed in advance. Prices are net prices in Euros (VAT 0%) and must include all costs.

3. Payment terms

The terms of payment must be agreed with Dahl. The payment period starts from the date of the invoice. Interest on late payments shall be charged in accordance with the Interest Act in force. If Dahl has justified claims against the Seller, the company may withhold payment in accordance with its claim.

4. Order and order confirmation

Purchase orders are sent to Seller by email or EDI. The Seller must return the order confirmation within one (1) working day. If the terms of the order confirmation differ from the terms of the purchase order, Dahl will only be bound by the Seller's terms if Dahl agrees to the changes in writing. The receipt and payment of the deliveries will not be considered as acceptance of the terms and conditions. The Seller shall clearly indicate any change in the terms of the order confirmation in relation to the purchase order. The purchase order acknowledgement shall include the purchase order number of Dahl and any other agreed references.



5. Invoicing and refunds

The earliest the Seller may issue an invoice is when the product has been delivered to Dahl or, in the case of a project order, to Dahl's customer. Invoices must be drawn up and sent in accordance with Dahl's invoicing instructions.

The invoice must indicate the correct price and discount per product as agreed in the contract. No other charges, such as invoicing, handling or other administrative costs, may be charged unless specifically agreed with Dahl.

If the invoice does not meet the requirements, it will be returned to the Seller for correction/completion. The agreed credit period shall start from the date on which Dahl receives and registers the corrected invoice.

(Credits:) Any credits received from the Seller, whether contractual credits or, for example, credits for product returns, will be applied by Dahl to outstanding purchase invoices from the Seller immediately upon receipt of the credit invoice. If Dahl has no open purchase invoices from the Seller, the Seller shall credit Dahl's bank account without delay.

6. Cancelling of order

Dahl has the right to cancel an undelivered order if Dahl has terminated the contract with his customer or if Dahl's customer becomes insolvent. In case of cancellation, Dahl is obliged to compensate the Seller for the direct costs incurred to the Seller for the cancelled goods, if and to the extent the Seller cannot obtain compensation for such costs by selling the goods to another party or in some other manner. If the Seller has notified the Dahl's Customer directly of its acceptance of this cancellation, Dahl shall be free from liability.

7. Delivery time

The agreed delivery time must be strictly observed. Dahl has the right to refuse partial deliveries if partial delivery impairs its ability to enter into a contract or commitment with its customer. The goods must be delivered to Dahl or, if so agreed, to Dahl's customer within the agreed delivery period.

If the Seller has a reason to assume that delivery will be delayed, he must immediately inform Dahl thereof and at the same time indicate the estimated duration of the delay. Dahl has the right to refuse to receive a delayed delivery, if Dahl's customer refuses because of the delay, to take Dahl's delivery on agreed terms.

Unless the parties have agreed on a more severe penalty, Dahl shall be entitled to claim a late payment penalty of 0.5 % of the purchase price of the delayed delivery (VAT 0 %) for each full week of delay after the agreed delivery date, up to a maximum of 7.5 %. In the event of a delay in delivery of more than four weeks, Dahl shall also be entitled to cancel the contract in whole or in part.



8. Delivery conditions

Delivery terms are agreed separately. Delivery terms must be in accordance with Incoterms 2020 (EXW, FCA, CPT, CIP, DAP, DPU, DDP, FAS, FOB, CFR, CIF).

9. Packaging and marking

The goods must be packaged in such a way that the packaging protects the goods from damage during transport and for a reasonable storage period. The packaging must be such that normal transport insurance will cover damage to the goods.

The goods shall be marked in accordance with any instructions given by Dahl, but this does not exclude the Seller's responsibility to mark the goods, if necessary, also according to the characteristics of the contents, such as fragility, weather resistance, etc. The labelling of the packaging must always show at least the order number of Dahl.

10. Transport and receiving

The Seller must well in advance of the delivery provide Dahl, or/and Dahl's customer in case of project order, with the necessary information on the transport and receipt of the goods. If the delivery contains dangerous goods in accordance with the Act on Transport of Dangerous Goods (541/2023), the Seller must separately inform Dahl or/and Dahl's customer about this.

11. Warranty

Seller guarantees that when the products are normally used in accordance with the product manual, they are free from defects as well in raw materials as in functions. The warranty is valid for two (2) years after the product has been delivered to Dahl's customer. The costs of repairing or replacing a defective product (including labor costs, freight, forwarding, and other warranty related costs) are considered part of the Seller's warranty. This also applies to transit and project orders. The Seller will try to handle any complaint/reclamation directly with Dahl's customer.

12. Product requirements and liability for damage caused by the product

The Seller warrants that the Products comply with all applicable laws, regulations or other binding provisions in force at the time of delivery for the normal use of the Products or for the specific use indicated by the Buyer. The Seller must provide Dahl with Declarations of Conformity (DoC) and/or Declarations of Performance (DoP) for the Products.

The products must be of good quality and meet the standards and safety regulations set. If the product requires a certificate to ensure traceability, the seller shall automatically provide the certificate to the relevant contact person of the buyer. Products must be traceable back through the manufacturing chain in order to identify the cause of defects or other faults, e.g. through packaging and consignment notes.



The Seller shall be liable to Dahl and/or Dahl's customer for any liability for damages incurred by Dahl or Dahl's customer on the basis of the Seller's product liability to the extent that such liability is based on the characteristics of the goods delivered by the Seller.

13. Responsibility for product damage and product liability insurance

The Seller must have sufficient insurance coverage from a reliable insurance company to cover the Seller's liability. The Seller shall provide written proof of insurance on request. This also applies to transit and project orders. The Seller will attempt to settle any claims directly with the Dahl customer.

14. Liability related to external Workforce

The Seller shall be liable for providing certificate(s) to Dahl on Contractor's Obligations and Liability without any special request, as specified in the Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006). The Seller must assure that he fulfills his obligations under this Act. If the Seller does not provide the said statements or has failed to fulfill his legal obligations, Dahl has the right to terminate the agreement immediately. The Seller shall be liable for any neglect payments prescribed to Dahl because of the Sellers failure to provide Dahl with such information and for failure to comply with his obligations.

15. Compliance with laws and regulations

The Seller shall comply with all applicable laws and regulations, including without limitation those concerning: (i) workers' rights (including the health and safety of workers and the prohibition of forced and child labour), (ii) environmental legislation, (iii) financial integrity (including the prohibition of corruption and money laundering), (iv) competition laws, and (v) economic sanctions and import and export control regulations (and therefore shall not procure the Products or Services or any of their materials or components from any individual or entity if doing so could result in a violation of such regulations). Seller shall promptly notify Dahl in writing if any Products or Services covered by these General Terms and Conditions are subject to re-export and/or resale restrictions and/or originate in or contain content manufactured in the United States of America. If a new law or regulation makes it impossible or illegal to fulfil the contractual obligations or subjects it to sanctions, Dahl shall be entitled to terminate the order without incurring any liability whatsoever. Seller warrants that it will apply the same requirements to its own third parties, including all parties involved in any order placed by Seller or executed by Seller on behalf of Dahl.

Furthermore, the Seller undertakes to take internal proportionate measures and procedures to comply with the above obligations and to inform Dahl thereof upon Dahl's request.

Dahl may suspend or terminate the agreement and/or the order immediately by notifying the seller, and Dahl shall be entitled to seek all remedies provided by law in the event of a breach of this clause by the seller. In no event shall Dahl be liable for any damages suffered by the seller as a result of the suspension or termination of the contract or order. The seller shall bear its own costs arising from suspension or termination under this clause and shall mitigate any consequences thereof.



The seller confirms that it has been informed of the buyer's whistleblowing system, which is available at: <https://www.bkms-system.com/saint-gobain>.

16. Seller's information

The seller is responsible that Dahl has up-to-date information on seller required for cooperation. Among other things, if the address, name or account information changes, it must be reported to Dahl separately in a reliable manner and to ensure that the information reaches Dahl. Reporting a change on an invoice is not an acceptable way to provide information to Dahl. If the seller defaults in notifying the changes, the seller is not entitled to charge default interest on any late payments due to incorrect information.

17. Commercial documentation

The Dahl purchase order number must be stated in all correspondence and marked on the invoice and in the waybill/delivery note. The scope of the commercial documentation in other respects will be stated in the order. In the case of EU imports to Finland, the seller must indicate the product's Intrastat information (customs code, weight per unit and country of origin) on the invoice and order confirmation. The Seller must also provide the needed CBAM information in case of customs cleared products.

18. Grounds for relief (force majeure)

The Seller has the right to a reasonable extension of the delivery time if delivery during the agreed period is prevented by acts of war, a ban on exports or imports, natural disasters, interruption of energy supply or other equally important and unusual reasons. The Seller may invoke force majeure only in the circumstances described above and after informing Dahl without delay. If the force majeure continues for more than two (2) months, Dahl shall be entitled to cancel the order.

19. Environmental aspects

The Seller commits to use environmentally friendly solutions in materials and manufacturing processes. The Seller's products must comply with EU legislation. As part of this commitment, the Seller undertakes to comply with and monitor current and changing regulations and to adapt its own obligations towards Dahl throughout the duration of this agreement.

The Seller shall include on the products, materials and chemicals all information necessary for the full safe use of the product. Such information shall be provided to Dahl and shall be mentioned in safety data sheets (SDS) drawn up in the language of the country of delivery. If such a safety data sheet is not required from the product, the product shall comply with the requirements of the REACH Regulation (1907/2006).

The seller shall ensure that products and materials supplied to Dahl are properly registered for the uses for which they are intended. All suppliers used by the Seller shall comply with the REACH



Regulation and its provisions. The REACH clause can be found at <https://www.dahl.fi/en/dahl/for-suppliers>.

In addition, the seller must notify products or ingredients that are currently included or will be notified for inclusion in the candidate list of the European Chemicals Agency (ECHA <https://echa.europa.eu/fi/candidate-list-table>) and are on the list of substances of very high concern (SVHC). The seller shall inform Dahl as soon as he knows or has become aware of this fact. The packaging of the seller's products and materials must comply with the labelling requirements of the CLP Regulation (carcinogens) and the labelling requirements of the Regulation on the transport of dangerous goods (541/2023).

The seller's products must comply with the EU POPs Regulation (2019/1021) and must not contain prohibited POPs.

The Seller shall be liable for all possible financial consequences for Dahl resulting from non-compliance with the regulations and obligations mentioned in this paragraph.

20. Privacy Policy

Dahl handles personal data in accordance with the EU Data Protection Regulation 2016/679 (General Data Protection Regulation). For more information, please visit: dahl.fi/tietosuoja.

21. Applicable law

The contract and these General Terms and Conditions shall be governed by Finnish law, except for the application of the conflict of law rules.

22. Disputes

Any disputes arising out of a contract subject to these general terms and conditions shall be settled and resolved by the District Court of Vantaa.

23. Validity

These Terms and Conditions shall apply as of 1.1.2025 and until further notice.