

GENERAL SALES CONDITIONS 2026

1. Application

These general sales conditions shall apply to purchases made by the legal entity purchasing the products ("Purchaser") from Reka Kumi Oy ("RR Ltd"), unless otherwise agreed by written agreement between the parties. Should the Purchaser present in their order a provision which conflicts with these sales conditions of RR Ltd and including all affiliates of Reka Kumi Oy, the conditions of RR Ltd shall prevail even if RR Ltd fails to object to such provision. By placing an order, the Purchaser approves these general sales conditions.

2. Offer

An offer shall be valid for a period as stated therein. Unless otherwise stated, the offer shall be valid for thirty (30) days from the date of the offer. RR Ltd is entitled to amend the price and the delivery time of the offer should conditions not attributable to RR Ltd so warrant.

3. Order and Agreement

An order placed in accordance with the offer within the validity of the offer shall be considered as an agreement between RR Ltd and the Purchaser. If the order is not based on an offer made by RR Ltd it shall become binding upon RR Ltd accepting it. RR Ltd shall send a confirmation of order to the Purchaser upon request. RR Ltd shall not be liable for any defective delivery made according to an oral order, unless the Purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

4. Drawings and Descriptive Documents

Any and all drawings, models, and technical documents, including any related intellectual property rights, owned by one party and shared with the other party shall remain the exclusive property of the disclosing party.

Neither party shall be entitled to utilize, copy, give or communicate such documents to a third party without the other party's prior consent thereof. Notwithstanding the above, RR Ltd may utilize and share with suppliers and subcontractors such drawings, models, and technical documentation, including any related intellectual property rights to the extent necessary to prepare quotations or fulfill Purchaser requirements, provided that such suppliers and subcontractors are bound by appropriate confidentiality obligations.

5. Tooling

If a mould, mouthpiece, cutting tool or other special tool is made according to the drawings and the instructions given by RR Ltd, part of the purchase costs shall be borne by the Purchaser. Unless otherwise agreed in writing between the parties, RR Ltd shall not be liable for handing over to the Purchaser tools designed or acquired by RR Ltd. RR Ltd shall, however, retain, overhaul and insure such tools free of charge. Furthermore, RR Ltd shall not utilize the tools paid by the Purchaser for the production of any third party's products without the prior consent of the Purchaser.

The Purchaser shall be liable for costs arising from tools becoming unusable for production due to normal wear and tear. Two (2) years after the latest delivery RR Ltd shall be entitled to destroy the tools upon one (1) month's prior written notice thereof to the Purchaser. Should the Purchaser wish that the tools be retained after the above two (2)-year-period RR Ltd shall be entitled to compensation for storing and insuring the tools. In case of cancellation of order or a part of it, RR Ltd shall be entitled to a compensation by the Purchaser corresponding to the sum not yet paid for the tools; this also applies in cases where it has been agreed upon that the price of the tools are included in the price of the products.

6. Material and tolerances

Material requirements shall be defined in connection with the offer and with the request for offer. RR Ltd guarantees that material in deliveries is in accordance with the specifications agreed upon. Unless otherwise agreed, deflashing level and tolerances shall be as adopted in rubber industry and generally applied by RR Ltd.

7. Parts supplied by the Purchaser

Parts supplied by the Purchaser shall be delivered DDP RR Ltd at the time as agreed upon by the parties. As regards to serial products, the number of parts supplied by the Purchaser shall exceed the total number of products ordered from RR Ltd by five per cent (5 %). The Purchaser shall be liable to ensure that the parts delivered are in accordance with measures and the specifications agreed upon. Furthermore, the Purchaser shall be liable for the costs caused to RR Ltd by defective parts not fitting into the mould or by parts which are defective in any other way.

8. Quality

RR Ltd guarantees quality and quality control of delivered products according to ISO9001.

9. Samples

Unless otherwise agreed, RR Ltd will deliver samples of the product to the Purchaser prior to the commencement of the serial deliveries. The Purchaser shall inspect the

samples within seven (7) days from receiving the samples and inform RR Ltd in writing of the results of such inspection. If the Purchaser approves the samples without notices, RR Ltd will not accept notices of products delivered that conform with the approved samples. Where a Purchaser places multiple orders for samples with substantially the same specifications and has not provided written approval or rejection of the initial samples within thirty (30) days of delivery, RR Ltd reserves the right to reject quality claims relating to subsequent sample deliveries that conform to the same specifications as previously delivered samples.

10. Terms of delivery

Delivery terms shall be interpreted according to the current "Incoterms". Unless otherwise agreed, the delivery term used is "Ex works". The products shall be delivered according to the instructions agreed on by the Parties. The products are delivered in appropriate packages, for which the Purchaser is normally not charged. However, should the products require special packing, the Purchaser will be separately charged for such special packages. For the avoidance of doubt, special packaging shall include, but not be limited to, pallets.

11. Delivery Time and Delay

If RR Ltd finds that the contractual delivery time cannot be adhered to, RR Ltd shall inform the Purchaser thereof without delay. Unless otherwise agreed, RR Ltd shall not be liable to pay penalty or damages in case of delay, nor shall RR Ltd be held responsible for any consequential damage caused to the Purchaser.

12. Force Majeure

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, earthquakes, storms, floods, terrorism, wars, embargo, pandemic, epidemic, governmental restrictions, cyber-attacks, currency restrictions or any other circumstances beyond the control of the parties.

The party claiming force majeure shall: (a) notify the other party promptly in writing of the event and its expected duration (if able to estimate); (b) use reasonable efforts to mitigate the effects and resume performance; and (c) notify the other party when the event ceases.

During force majeure, parties affected obligations shall be suspended (not terminated). If force majeure continues for more than ninety (90) days, either party may cancel the order and terminate the delivery upon thirty (30) days' written notice. Force majeure shall not excuse payment obligations for goods/services already delivered or relieve parties from obligations that could reasonably be performed despite the event.

13. Prices

Prices offered do not include value added tax. Unless otherwise agreed, the Purchaser is charged for the starting cost of the orders worth less than one thousand (1000) euros, produced using a mould. RR Ltd reserves the right to price adjustments in case of changes in production costs not attributable to RR Ltd, such as (but not limited to) major changes in prices of raw materials or in exchange rates and the like. RR Ltd shall inform the Purchaser of general changes in prices not less than fourteen (14) days prior to the amendment. If the Purchaser does not approve the change, they are entitled to cancel the order within eight (8) days after having received the information of the change in price.

14. Number of Products Delivered

Generally, a minor surplus of production is required in order for RR Ltd to be able to deliver the accurate number of products without faults. Therefore, RR Ltd reserves the right to deviate by $\pm$ five per cent (5 %) from the number of products agreed on.

15. Payment Terms and Ownership of Products

Payment shall be made according to the conditions set out in the offer. The time of payment shall be thirty (30) days net from the date of the invoice, unless otherwise agreed. The products shall remain the property of RR Ltd until they have been paid for in whole. Should the Purchaser fail to fulfil their liability to pay within the time of payment RR Ltd is entitled to cease the further deliveries. In case of overdue payment interest shall be collected for each delayed day according to the interest rate as set out in the invoice or as provide by applicable law.

16. Defective Delivery, Warranty

The Purchaser shall, within eight (8) days after receipt of the delivery, inform RR Ltd of any and all defects in the delivery or in the products that they have noticed or should have noticed. After this period the goods delivered shall be considered as complete, in good condition, and accepted by the Purchaser, and the Purchaser is no longer entitled to make a complaint about such defect in the delivery or in the products.

RR Ltd warrants that the products meet the Purchaser's specifications and are free from defects in material and workmanship, for twelve (12) months from the time of delivery. RR Ltd shall, within the warranty period, at their option either repair or replace the defective products.

RR Ltd shall not, however, be liable for the defects due to material, design, or construction ordered by the Purchaser, nor shall RR Ltd warrant products fitness for purpose or of merchantability. For the sake of clarity, in no event shall RR Ltd have any responsibility or liability for or related to the design, or any errors in the design, of the products.

This warranty does not cover damages caused by: (i) defective assembly or maintenance performed by the Purchaser without the prior written consent of RR Ltd; (ii) wrong repairs made by the Purchaser; (iii) use in inappropriate conditions; (iv) damages resulting from normal wear and tear, or; (v) improper use, misuse, or incorrect installation of the products

As the Purchaser's sole and exclusive remedy, they shall have the right to return defective products to RR Ltd, to be repaired or replaced by RR Ltd at RR Ltd's cost. RR Ltd shall deliver the replaced or repaired products to the original destination at its own cost.

17. Patents and Other Industrial Rights

The Purchaser shall be liable for ensuring that the products are not protected by any third-party patent or any other intellectual property rights or restrictions. Furthermore, RR Ltd shall be entitled to claim compensation, according to section 18, from the Purchaser in case of damage caused to RR Ltd due to an infringement of such rights.

18. Indemnification

The Purchaser shall indemnify, defend, and hold harmless RR Ltd, its affiliates, officers, directors, employees, and agents from and against any and all claims, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) design specifications, drawings, materials, or instructions provided by the Purchaser to RR Ltd; (ii) the Purchaser's use, modification, or integration of products manufactured according to Purchaser specifications; and (iii) any third-party claims alleging that products manufactured according to Purchaser specifications infringe any patent, trademark, copyright, or other intellectual property rights.

19. Product Liability

RR Ltd shall not be liable for any damages, injuries, or losses to third parties that result from improper use, misuse, incorrect installation, modification, or failure to follow product instructions and safety guidelines by the Purchaser or any third party. Both parties shall have sufficient product recall and product liability insurance covering the products delivered.

20. Limitation of Liability

In no event shall RR Ltd be liable for any indirect, incidental, special, consequential, or punitive damages, including but not limited to loss of profits, loss of use, loss of data, or business interruption, regardless of the theory of liability.

RR Ltd's total liability for any and all claims arising out of or relating to the products or services provided shall not exceed the total amount paid by the Purchaser to RR Ltd for products delivered in the six (6) months immediately preceding the event giving rise to the claim.

21. Subcontractors

RR Ltd may engage subcontractors to perform any of its obligations under these general sales conditions or any related agreement. RR Ltd shall remain fully responsible and liable to the Purchaser for the performance of all subcontracted work and services as if such work and services were performed directly by RR Ltd.

22. Confidentiality

Both parties acknowledge that they may have access to certain confidential information of the other party. "Confidential Information" means any and all technical, business, non-business, or financial data, including, but is not limited to, trade secrets, know-how, research, product plans, products, services, customers, customer lists, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other business information disclosed by one party to the other party, whether orally or in writing, that is designated or otherwise identified as confidential, or that a reasonable person would understand to be confidential given the circumstances and the nature of the disclosure.

Each party agrees to: (i) hold and maintain all Confidential Information in strict confidence; (ii) not disclose Confidential Information to third parties without prior written consent of the disclosing party; and (iii) not use Confidential Information for any purpose other than fulfilling their obligations under these conditions.

The party receiving Confidential Information may disclose it to their employees, directors, or professional advisors, as well as to its group companies that need to know such information for fulfilling the receiving party's obligations under these terms. The receiving party shall ensure that such persons are bound by confidentiality obligations no less restrictive than those in these general terms of sale.

The obligations set forth in this section shall survive termination of any agreement between the parties and shall continue for a period of five (5) years from the date of disclosure of the confidential information.

23. Miscellaneous

If any provision of these general sales conditions is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall be deemed severed from these conditions, and the remaining provisions shall continue in full force and effect to the maximum extent permitted by law.

These general sales conditions, together with any written agreement and order confirmation, constitute the entire agreement between the parties and supersede all prior negotiations, representations, or agreements relating to the subject matter hereof, whether written or oral. Any terms and conditions contained in the Purchaser's purchase orders, acknowledgments, or other documents are expressly rejected and shall not form part of this agreement, even if RR Ltd accepts or acknowledges such documents.

These general sales conditions may only be amended or modified by a written agreement signed by both parties.

No waiver of any provision of these general sales conditions shall be deemed or shall constitute a waiver of any other provision. No waiver shall be effective unless it is in writing and signed by the party against whom such waiver is sought to be enforced.

The Purchaser may not assign, transfer, or delegate any of its rights or obligations under these general sales conditions without the prior written consent of RR Ltd. RR Ltd may assign its rights and obligations under these general sales conditions to any affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets.

24. Choice of law and Arbitration

These general sales terms shall be governed by the laws of Finland without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than Finland to the rights and duties of the Parties. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

Any dispute, controversy, or claim arising out of, concerning, or relating to these terms or agreements arising from them, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce in Helsinki, Finland. The number of arbitrators shall be one (1). The language of arbitration shall be English, unless decided to be Finnish by both parties.