



WOIKOSKI

## General supply and lease terms and conditions



## 1. General terms and conditions

These supply and lease terms and conditions are always applied to the operations of Woikoski Oy (hereinafter referred to as "Woikoski").

Any exceptions to the terms and conditions must be agreed upon in writing in order for such exceptions to be valid.

## 2. Definitions

Customer means the buyer or lessee with which Woikoski has an agreement.

Agreement means a sales agreement or lease agreement concluded between Woikoski and the Customer or an order confirmation provided by Woikoski.

Cylinder Gas means gas in a cylinder or cylinder bundle.

Liquefied Gas means gas that is turned into a liquid through cooling or compressing, such as liquid argon, nitrogen or oxygen, which can be delivered in cans, dewars, other transportable vessels or in transport containers to the customer's Storage Tank Station.

Packaged gases refer to cylinder gases and liquefied gases delivered in cylinders, dewars, and other transportable vessels, as well as dry ice.

Storage Tank Station means the Customer's storage tank and gas production equipment, including related devices.

Gas Manifold System / Container means the Customer's gas distribution equipment or premises, to which the products delivered by Woikoski are connected by Woikoski or the Customer.

Onsite Delivery means gas deliveries where gas is produced in the Customer's production premises by using equipment owned by Woikoski or delivered from Woikoski's production plant through pipelines.

Supplies mean, for example, consumables, welding machines, gas manifold systems, valves

and other corresponding products delivered by Woikoski.

Dry Ice means carbon dioxide in solid form.

Packages means the supply units used for storing and transporting gas, such as containers, gas cylinders, gas cylinder bundles, gas containers, cans, dewars, portable vessels, home care oxygen equipment and dry ice boxes.

Gas Delivery Equipment means Packages, cylinder transportation cage, transportation boxes, and storage tank stations and all other Gas Delivery Equipment that Woikoski may use to deliver gas.

Express Delivery refers to an order for packaged gases placed by the customer on weekdays between 8:00 AM and 3:30 PM, differing from the standard order time. Delivery may occur on a day other than the regular delivery day based on the postal code, but no earlier than the next business day after the order.

Emergency Delivery means a delivery of a gas order taking place outside the normal working hours (in the evenings, on weekends, on public holidays) or an order that is made between 8 a.m. and 3:30 p.m. with delivery arranged without delay based on available resources.

Additional Service means, for example, the connection of packages, special distribution or another service outside the scope of normal deliveries that takes place at the delivery address.

Lease Agreement means an agreement concluded between Woikoski and the Customer on the leasing of Gas Delivery Equipment.

Product refers to all products, accessories, and equipment mentioned in section 2.

## 3. Measuring principles for gas amounts

The pressure of Cylinder Gas is determined at the temperature of +15°C.

The amount of Cylinder Gas, which is compressed in the liquid form in room temperature, and the



amount of gas dissolved in liquid, such as acetylene and carbon dioxide, is determined by weighing.

The amount of Liquefied Gas is determined through weighing or volume measurement. Amounts are stated either as the weight in kilograms (kg) or as litres (l) in the liquid form or as cubic metres (m<sup>3</sup>), in the gas form in a temperature of +15°C and at the pressure of 1 bar. Conversion instructions are available from Woikoski upon request.

The amount of Dry Ice is determined by weighing.

#### 4. Rental charges

A lease agreement covers the Gas Delivery Equipment that the Customer leases in accordance with the lease agreement and other documents.

Rent is charged as of the day when the Gas Delivery Equipment is available for the Customer's use.

Rental charges for any Gas Delivery Equipment of packaged gases that is leased for a fixed term are paid in advance for the entire lease period (Certificate of use).

Rental charges for any Packages of Packaged Gases that are leased until further notice are paid in arrears (daily rent). If the Customer has paid the rental charges in advance for some specific period, and the Customer does not want to return the Gas Delivery Equipment after the period ends or the Customer does not pay the rent in advance for a new period, the rental charges are invoiced in arrears (daily rent) after the lease period has ended until the time it is returned to Woikoski.

Rental for tank stations and gas containers is paid monthly in advance.

#### 5. Quality and documentation

The delivered products meet Woikoski's quality requirements. Woikoski provides the Customer with the quality requirements upon the Customer's request. Woikoski also provides the

certificate of conformity or certificate of analysis against payment provided that they are requested in connection with the order. Analysis certificates related to medical Storage Tank Station deliveries are provided without any separate request, with charges applied as per the agreement.

#### 6. Delivery terms and conditions

Products are delivered DAP to the delivery address defined by the Customer or EXW at the sales point of Woikoski's representative. Regional delivery fees apply when picking up from a Woikoski's representative.

Area-specific delivery fees are determined in accordance with the Customer's delivery address and the delivered products. Transport takes place with transport equipment of Woikoski's choice.

If the delivery takes place in a manner deviating from the normal delivery method, the actual costs will be charged, and the delivery method must be agreed upon in advance.

The delivery point for Liquefied Gas at a Storage Tank Station is the Storage Tank Station's outlet (valve, flange or equivalent) if not otherwise agreed. If the Customer has its own Storage Tank Station or Packages, the delivery limit is the charging connection.

Express and Emergency Deliveries are charged in accordance with the valid price list.

Additional services agreed in advance based on the Customer's request can be provided free of charge. Additional services must be agreed between the Customer and Woikoski before the product is ordered.

The delivery terms and conditions are interpreted during the agreement period in accordance with the latest published INCOTERMS valid at the given time.

If a customer cancels an order already in delivery or has ordered the wrong product, Woikoski has the right to charge for transportation and handling costs related to order cancellation or modification. For medical gases, the cost of the product content will also be charged upon cancellation or change.



## 7. Acceptance and inspection of delivery

The Customer is responsible for ensuring that the Storage Tank Station can be accessed and Packages delivered safely and without any obstructions at all times of the day, with appropriate access maintained for long and heavy vehicles specified by Woikoski. If the Customer, for reasons other than those referred to in section 16 (force majeure), does not contribute to ensuring that a delivery can be made, Woikoski has the right to invoice the Customer fully for handling the delivery and unloaded products. If the transport company has to wait at the Customer's site, Woikoski charges the waiting hours in accordance with the valid price list. The maximum waiting time after arrival on site is 30 minutes.

The Customer must check that received delivery matches the packing list and is undamaged externally.

Any deviations in the delivery must be reported immediately to Woikoski according to section 15. The packing list or data is considered correct unless the Customer is able to prove that it is incorrect.

When gas is delivered to a Storage Tank Station owned by the Customer, to a Gas Manifold system or in the Customer's Package, the Seller is entitled to compensation for any additional costs that are incurred from any special handling and the delivery plan.

Gas is delivered in accordance with this section only when the Packages, Gas Manifold Systems or Storage Tank Stations meet the requirements of authorities and are compliant with instructions provided by Woikoski.

Section 14 includes general stipulations on the requirement to give notice of defects.

## 8. Labelling Gas Delivery Equipment

The Customer has no right to remove, modify or add labels on the gas delivery equipment without written consent of Woikoski. If cleaning is required

due to customer markings, cleaning charges will apply as per the price list.

## 9. Returning Gas Delivery Equipment

The customer must notify of any returned packaging when placing an order. Woikoski will handle transportation.

The Packages must be ready for transport, clearly marked and they must be available for loading at the place of delivery. The place of delivery must be accessible with a vehicle. Valve caps must be in place.

Woikoski prepares the transport documents required for the return transport based on the return order.

Any separate collection of Packages is charged in accordance with the valid price list.

## 10. Responsibilities concerning Gas Delivery Equipment

The Customer is obligated to comply with any orders issued by authorities and instructions provided by Woikoski concerning the use, transport, storage and monitoring of Gas Delivery Equipment, delivered gas and Dry Ice.

The customer is responsible for the safe storage and use of gas delivery equipment.

The Customer must ensure that the Gas Delivery Equipment is in good condition and the Customer must handle the equipment with care. While the Gas Delivery Equipment is in the possession of the Customer, the Customer is responsible for the Gas Delivery Equipment and any loss or damage incurred by the equipment that is not attributable to Woikoski.

The Customer must notify Woikoski immediately of any defects in the Gas Delivery Equipment. The Customer must take all reasonable measures to limit any damage incurred as a result of said defect. When assembling and disassembling Gas Delivery Equipment and when delivering gas and



Dry Ice, Woikoski must comply with any instructions issued by authorities regarding health, the environment and safety.

Packages, such as gas cylinders and gas containers must be returned to Woikoski with residual pressure. The Customer is not entitled to compensation for residual gas.

Packages may be refilled only at Woikoski's refill stations.

The Customer may not assign, loan, lease, pledge or otherwise take legal measures to dispose of any Gas Delivery Equipment owned by Woikoski.

The Customer may not transfer, change or supplement Storage Tank Stations without Woikoski's written consent. Only Woikoski may refill gas tank stations supplied by Woikoski.

The Customer is obligated to notify Woikoski immediately of any execution measures concerning its assets and of its bankruptcy, and the Customer must notify the execution authority or trustee in bankruptcy of Woikoski's right of ownership concerning the Gas Delivery Equipment.

If the Customer does not collect a Package owned by them within six (6) months from the delivery of the finished product to the Woikoski representative's sales point and the Customer's notification, ownership will transfer to Woikoski.

## 11. Taking Storage Tank Stations into use

Woikoski takes care of the procurement, transport, assembly and installation of storage tanks, provides user training and obtains an installation permit for the storage tank if necessary, with costs charged as per the agreement.

The Customer is responsible for preparing the foundation for the storage tank in accordance with instructions provided by Woikoski.

The customer must appoint a supervisor and deputy supervisor for pressure equipment usage and provide current contact information to Woikoski.

## 12. Reporting changes in the consumption of remote-monitored products

The Customer is obligated to report to Woikoski any changes in the consumption of gas as follows:

### 12.1.1 Foreseeable changes in gas consumption

Consumption that deviates from the normal consumption is caused, for example, by weekend production, adoption of additional shifts, increases in production equipment or shutdowns for maintenance.

Changes in gas consumption for gas tank stations and gas containers must be reported three business days (8:00 AM – 4:00 PM) before the change by phone to Woikoski's Logistics tel. +358401348996 and by email to [neste@woikoski.fi](mailto:neste@woikoski.fi).

Changes in gas consumption for packaged gas centres, notify the Woikoski ordering service three business days (8:00 AM – 3:30 PM) before changes, by email [tilaukset@woikoski.fi](mailto:tilaukset@woikoski.fi) or phone +358401662023.

### 12.2 Sudden changes in gas consumption

The Customer must also notify Woikoski of any sudden increase in gas consumption or the risk of running out of gas concerning gas tank stations and gas containers. Notifications are submitted during working days between 8 a.m.–4 p.m. by phone to Woikoski's logistics tel. +358401348996, and by email to [neste@woikoski.fi](mailto:neste@woikoski.fi). At other times, notifications are submitted by phone to Woikoski's central control room tel. +358 40 591 0474, and by email to [voikoski.aspen@woikoski.fi](mailto:voikoski.aspen@woikoski.fi)

In the notification, the Customer must also provide an estimate of the duration of the deviation in gas consumption, with the estimate being as exact as possible.

Sudden changes in gas consumption for packaged Gas Manifold Systems must be reported the Woikoski ordering service three business days (8:00 AM – 3:30 PM) before changes, by email [tilaukset@woikoski.fi](mailto:tilaukset@woikoski.fi) or phone



+358401662023. At other times, notifications are submitted by phone to Woikoski's central control room tel. +358 40 591 0474, and by email to [voikoski.aspen@woikoski.fi](mailto:voikoski.aspen@woikoski.fi)

The Customer must always check that it has received a written receipt confirmation for the email notification sent by it.

### 13. Prices and payment terms

Woikoski's applicable prices and surcharges stated in Woikoski's price list are applied to deliveries and rental charges.

The payment term is 14 days net.

In debt restructuring or payment default situations, advance payment or a security deposit is required, with payment terms being immediate.

Interest on overdue payments is as provided in the Interest Act applicable at the given time.

Any actual costs that the Customer is liable for are charged from the Customer in accordance with this section 13.

### 14. Defects in deliveries and the Customer's obligation to complaint

If a delivery is defective and the defect could not be detected upon receipt, the customer must notify Woikoski in writing within seven (7) business days from receipt.

Woikoski has the right to correct the defect or supply a new product or service. The customer must pay for the non-defective portion by the due date.

If Woikoski was responsible for the transport at the original delivery time, Woikoski is also responsible for the replacement delivery's transport and any costs incurred from it.

Woikoski has the right to conduct more detailed investigations in order to verify the delivery defect.

The Customer is responsible for documenting any suspected delivery defects in accordance with instructions provided by Woikoski.

If the Customer does not submit a complaint concerning the delivery in accordance with this section 14, the Customer forfeits its right to refer to the defect. If the Customer submits a complaint and no defect for which Woikoski is responsible is discovered, Woikoski is entitled to compensation from the Customer for the work required and costs incurred by Woikoski as a result of the complaint.

### 15. Product liability

Woikoski is not liable for any damage or loss caused by additional services, gas or the Gas Delivery Equipment to fixed or movable property or for the consequences of any damage or loss if damage or loss is caused to gas or the Gas Delivery Equipment while they are in the Customer's possession or for any damage or loss that gas or the Gas Delivery Equipment cause to products manufactured by the Customer or to products that include the Customer's product or for any damage or loss to property that such products cause due to the features of gas or the Gas Delivery Equipment.

The Customer recompenses any damage or loss incurred by Woikoski and compensates Woikoski for all costs if Woikoski is obligated to indemnify a third party for any damage or loss for which Woikoski is not liable pursuant to paragraph 1 of this section 15.

The limitations of liability set out in this section 15 concerning Woikoski are not applied if Woikoski causes damage or loss through gross negligence or intentionally.

If a third party claims damages from Woikoski or the Customer due to loss or damage referred to in this section 15, the other party must be notified immediately of such claims.

Woikoski and the Customer are obligated to submit to a court or an arbitration tribunal any matters that concern claims for compensation





involving either party if the claim is based on damage or loss that is claimed to have been caused by gas, the Gas Delivery Equipment or an additional service. The mutual accountability between the Customer and Woikoski is resolved in accordance with section 24.

## 16. Force majeure

Neither party is responsible for delays, damage or loss caused by events outside the party's control (force majeure) that the party could not have reasonably been taken into account at the time of concluding the agreement and the consequences of which the party could not have reasonably avoided or conquered.

Among other things, the following are deemed to be force majeure events even if the party is the target or involved in the event: strike, lockout, boycott, industrial action or other exceptional situation in society, natural disaster, machine breakdown or equipment failure and other corresponding unexpected situations. A party must immediately notify the other party in writing of any force majeure events and of the cessation of such events.

Both parties have the right to rescind the agreement with a written notification to the other party if the fulfilment of the agreement is delayed for more than six (6) months as of the force majeure event referred to in this section 16.

## 17. Confidentiality

The parties undertake to keep confidential any material and information received from the other party that is marked to be confidential or that should be understood to be confidential and to not use it for any purposes other than for purposes compliant with the agreement concluded between the parties. However, confidentiality obligations do not apply to material or information that (a) is publicly available or otherwise public or that (b) the party or its subsidiary received from a third party without any confidentiality obligations or that (c) was in the possession of the receiving party or its subsidiary without any confidentiality

obligations before receiving it from the other party or that (d) the party developed independently without utilising materials or information obtained from the other party or that (e) the party or its subsidiary is required to disclose pursuant to a law, decree or other orders of competent authorities.

A party must immediately cease to use any confidential material or information received from the other party and, unless separately agreed that the material is destroyed, return said material and all copies thereof upon the termination of the agreement or when the party no longer needs the material or information in question for the purposes of the agreement. However, both parties have the right to retain any copies required by legislation or orders issued by authorities.

The rights and obligations related to this section survive the termination of the agreement.

## 18. Liquidated damages

If the Customer, during the agreement period and in violation of the agreement, starts to purchase the products or services specified in the agreement, either fully or partly, from a competing company, the Customer undertakes to pay to Woikoski liquidated damages amounting to one third (1/3) of the estimated unfulfilled volume of use. The estimated remaining volume of use is calculated based on the purchases made during the previous six (6) months.

## 19. Limitation of liability

Woikoski's liability is limited only to the situations referred to in these general supply and lease terms and conditions. In no event is Woikoski liable for any indirect or consequential damage, such as loss of profit or any other loss including, for example, the loss of production, unobtained profit and other consequential financial losses or other indirect costs or expenses. In addition, Woikoski's liability is limited in all situations to the value of the deliveries made to the Customer during the previous three (3) months.



## 20. Rescission of agreement

Both parties have the right to rescind the agreement if the other party is in material breach of the agreement terms and conditions and does not rectify the breach within thirty (30) days from receiving a written notification.

The contractual obligations of the parties incurred before the termination of the agreement, such as the Customer's payment obligation, remain despite the termination.

## 21. Other stipulations

Woikoski has the right to refuse a delivery to the Customer under the agreement if the Customer does not have the required permit or if the delivery would otherwise violate safety regulations issued by authorities or Woikoski.

If Woikoski has undertaken to connect the Gas Delivery Equipment, for example, to the Customer's Gas Manifold System, Woikoski nevertheless has the right to refuse to do this if regulations issued by authorities or instructions provided by Woikoski are not complied with.

## 22. Personal data

Woikoski processes the Customer's personal data in order to maintain and develop the customer relationship and to provide the services/products under the agreement, for the management of the contractual relationship between the parties and for marketing (including direct marketing), customer profiling and invoicing purposes. By providing personal data (including personal identification number, as necessary) when the agreement takes effect, the Customer agrees to the personal data being processed in said manner. The Customer has the right to obtain information on what types of personal data Woikoski processes. Woikoski is also obligated to rectify any incorrect personal data upon the Customer's request.

## 23. Sanctions and Restrictions

Both parties agree to comply with all sanctions and restrictions imposed by the authorities of Finland, the European Union, or the United Nations. Woikoski has the right to suspend or cancel the delivery without liability if it becomes apparent that the execution of the agreement would violate these regulations or if the Customer is subject to sanctions. Woikoski shall not be liable for any damages, delays, or costs arising from compliance with such sanctions or restrictions.

## 24. Dispute resolution

The agreement concluded between the Customer and Woikoski is governed by the laws of Finland.

Any disputes concerning the agreement between the Customer and Woikoski are primarily resolved through negotiations between the parties. If a dispute is not resolved through negotiations within thirty (30) days from the date a party submitted a written negotiation request to the other party, the dispute is finally resolved by the district court of the location of Woikoski's registered office.

