

# Electric supplies trade, general terms of delivery

REXEL

(Starting from 1 January 2024, valid until further notice)

## 1. Application of terms and conditions

These terms of delivery apply to the electrical supplies trade between Rexel Finland Oy and the customer, unless otherwise agreed in writing. In these terms, Rexel Finland Oy is the Seller and the customer is the Buyer. "Parties" refers to both of them.

## 2. Prices

Pricing is based on the Seller's prices in force on the delivery date. In each case, separately agreed pricing is used in the customer-specific price list and factory deliveries. All prices are exclusive of VAT. The tax is invoiced in accordance with the legislation in force at the time.

## 3. Period of validity of a written offer

The Seller's written offer is valid for 30 days from the date of the offer, unless otherwise stated in the offer. The order is binding once it has been confirmed by the Seller.

## 4. Delivery requirements

The delivery meets the requirements that appear in the contract documents or the product catalogues they refer to. The goods meet the requirements of the regulations (law, decree, government and ministerial decision) in force at the time of delivery. If such regulations are amended after the offer has been made, the amending party shall immediately notify the other party of the amendment. The effect of the changes on the purchase price is set out in section 18.

## 5. Ownership of and access to technical documents

The images, drawings, calculations and other technical documents provided by the Seller are the property of the Seller. The Customer does not have the right to use them for their own purposes or to the detriment of the Seller or to provide information about them to a third party.

## 6. Terms of delivery of the goods

The term of delivery is Rexel Finland Oy's warehouse or the supplying factory ware-

house indicated in the EXW offer or order confirmation (INCOTERMS 2020). The Buyer shall notify the Seller if the transport cannot be carried out in the manner indicated by the Seller with regard to the reception conditions. If Rexel arranges transportation when using the EXW term of delivery, the Seller acts on behalf of the Buyer.

In export trade, the INCOTERMS 2020 delivery clauses are followed, which are agreed on a delivery-by-delivery basis.

## 7. Insuring the goods

The Seller shall insure the transport on behalf of the Buyer, unless otherwise agreed in writing and shall charge the transport insurance premiums separately on the invoice. It is the duty of the recipient of the goods to claim compensation for any damage that has occurred during the transport directly from the insurance company that has insured the transport in question. Advance notice of damage must be made within seven (7) days of receipt of the goods. Damage to the goods does not entitle the recipient to refuse to accept or pay the invoice. Insurance premiums are charged to the Buyer in connection with the invoice for the goods.

## 8. Time of delivery

Delivery will take place at the agreed time. Unless agreed otherwise, the warehouse goods shall be delivered via the next possible standard route transport or otherwise without delay. The delivery time begins on the day the order is accepted into the Seller's order system. If the Seller has reasonable grounds to believe that the Buyer's responsibility has deteriorated, the Seller has the right to receive a security deposit. The Seller has the right not to deliver the ordered goods if the Buyer's credit limit has been exceeded, or the order leads to the credit limit being exceeded, or the security deposit has not been provided.

## 9. Notification about delays

The Seller and the Buyer shall immediately notify each other if there is a risk of delay in

# Electric supplies trade, general terms of delivery

**REXEL**

(Starting from 1 January 2024, valid until further notice)

the delivery or receipt of the goods. When the Seller or Buyer has been informed of the delay, they shall notify the other party, indicating the reason for the delay and the estimated new delivery date. If the delay is caused by the Buyer, the Seller has the right to charge for storage in accordance with the current service price list.

## 10. Delay and annulment

If the Buyer proves that it has suffered direct damage due to a delay caused by the Seller's negligence, the Buyer shall be entitled to compensation of 0.5% of the value of the delayed goods for the first week. The maximum amount of damages payable as a result of a delay is 7.5% of the value of the delayed goods. If the delivery is more than 15 weeks late and has still not taken place, the Buyer may demand delivery in writing within a reasonable period of at least one (1) week. If the Seller fails to fulfil its delivery obligation within the time limit set by the Buyer, the Buyer may terminate the contract in writing with respect to the delayed delivery. Due to the delay, the Buyer shall not be entitled to claim any compensation or refund other than that provided for in this clause 10 above.

## 11. Force majeure

Notwithstanding the provisions of these terms and conditions concerning delay, the Contracting Party has the right to obtain a reasonable extension of the period of performance of its obligations under the contract if the performance of the obligations is prevented or made unreasonably difficult by war, export or import ban, natural disaster, industrial action, component and raw material shortage or any other exceptional unforeseeable circumstance independent of the contracting parties. In the event of the aforementioned circumstances, the Contracting Party shall promptly notify the other Contracting Party in writing thereof, under the threat that they otherwise lose their right to invoke the circumstances as a ground for exemption.

## 12. Faulty goods

The Buyer must complain to the Seller about the fault or deficiency of the goods without delay, but no later than within seven (7) days after the Buyer has discovered or should have discovered the fault or deficiency. In all cases, the Seller's liability for a defect in the goods shall cease one (1) year from the date of delivery of the goods. If the Buyer does not report faulty goods within the aforementioned time, they lose the right to claim compensation based on the defect of the goods. The goods sold are covered by the manufacturer's warranty. The Seller is not responsible for fulfilling the terms of the manufacturer's warranty. Rexel has the right to repair or replace a faulty or deficient product or give a discount of up to 15% of the product price. Rexel has no other or more extensive liability for faults and deficiencies in the products or for damage caused by them.

## 13. Limits of liability

The Seller shall not be liable for production losses, any loss of potential profit or any other consequential damage. The Seller is also not responsible for any damage caused by the goods to other property. If there is a direct contractual relationship between the Buyer and the manufacturer or supplier of the goods for the sale of the goods and the Seller mainly provides logistics or other services, the Seller does not guarantee the characteristics of the goods and is not responsible for any faults in the goods, delay in delivery or other circumstances, except to the extent that they result from the Seller's negligence or erroneous procedure in the performance of logistics or other services by the Seller. The above applies even if the Seller acquires ownership of the goods before the transfer of ownership to the Buyer or if the Seller invoices the Buyer for the goods. In all cases, the Seller's total liability shall not exceed 15% of the price exclusive of VAT of the goods to which the fault, delay or other ground of liability relates.

# Electric supplies trade, general terms of delivery

REXEL

(Starting from 1 January 2024, valid until further notice)

## 14. Release and inspection of goods

The customer is provided with a delivery note or a separate order confirmation. When receiving the goods, the Buyer must determine whether the delivery is in accordance with the delivery note or order confirmation and carefully check that it is not damaged externally. Before using, attaching or installing the goods, the Buyer must carry out a proper inspection of the goods, taking special care.

## 15. Returns

Returns always require the prior consent of the Seller. Goods returned without permission will not be refunded. Returns must be made within 30 days of delivery of the goods. The returned goods must be error-free and intact in their original delivery packaging. The return must be accompanied by a return notification created by the Seller. If the return is not due to the Seller's mistake, the Customer will be refunded the invoiced amount less at least 30%, as well as the freight and packaging costs. A return processing fee of €30 per return is charged. Products purchased separately for the customer are not accepted as returns.

## 16. Transfer of ownership

Ownership of the goods is transferred to the Buyer when the entire purchase price has been paid. However, the Buyer has the right to sell, in the normal course of its business, goods that have not yet been paid for. In such a case, ownership is transferred when the goods are handed over to the Buyer's customer. The Seller has the right to take back the goods sold under retention of title and the Seller may prohibit the resale or installation of the goods if the Seller has overdue invoice receivables from the Buyer, or if insolvency proceedings are pending against the Buyer or it is otherwise estimated that the Buyer's solvency or financial position has deteriorated to such an extent that it is to be feared that the Buyer will be unable to make their payments to the Seller. In such a case, the Buyer is obliged to hand over the goods to the Seller at the Seller's request. If the Buyer is unable

to pay with money, payments may be made with the goods transferred to the Buyer's ownership if the Seller accepts this in each individual case.

## 17. Invoice due dates

If the Buyer fails to pay overdue invoices, the Seller has the right to charge all the Buyer's invoices immediately. The Seller has the same right if the Buyer is declared bankrupt or debt restructuring is performed.

## 18. Purchase price

The purchase price shall be paid in accordance with the agreed payment terms. The purchase price is deemed to have been paid when the payment has been made to the Seller's account. Cost changes resulting from legislative measures taken by the State (law, decree, decision of the Government and a ministry), the basis for which arises after the submission of the offer that led to the contract or the signing of the contract and which could not be taken into account at the time of the conclusion of the offer or the contract, respectively, and which affect the price of the goods, are taken into account as a factor increasing or decreasing the purchase price, if one of the contracting parties makes a claim to the other party within one (1) month of the entry into force of the relevant provision. For foreign goods, the price is tied to the exchange rate of the manufacturing country quoted by the European Central Bank on the day of the offer and to the applicable sales tax, import, customs and other fees, and regulations. If any of these factors change by the invoice date (exchange rate changes more than +/- 2%), the Seller reserves the right to corresponding price changes.

## 19. Late payment interest

If the Buyer fails to pay the purchase price within the agreed time, the Seller will charge a late payment interest of 16% starting from the due date. The late payment interest is invoiced in connection with the payment reminder and at the same time, the reminder costs are charged.

# Electric supplies trade, general terms of delivery

REXEL

(Starting from 1 January 2024, valid until further notice)

## 20. Dispute resolution

The Seller has the right to decide that disputes arising from the contract will be settled in arbitration or in the district court of the Seller's domicile instead of the lawful court. Disputes shall be settled in accordance with the law of the Seller's country.

## 21. Services

Where applicable, these terms of delivery apply to the Seller's services. Services are charged according to a separate valid service price list.

## 22. Consumers

The Buyer is aware and understands that some of Rexel's electrical supplies and products should only be installed by a professional electrician. If the Buyer sells electrical supplies or products purchased from Rexel to consumers, the Buyer must carefully ensure that sufficient and necessary information and instructions on the electrical supply and product have been provided to the consumer in marketing and otherwise before the sale in accordance with the Consumer Protection Act in force at the time. The terms and conditions and instructions must be in such a form that the consumer can use the products without difficulty. This consumer sales requirement applies to both online and other sales from the Buyer's site or otherwise through the Buyer.

## 23. Subcontractors

Rexel has the right to use subcontractors to fulfil its obligations under the Agreement. Rexel is liable to the Buyer for the performance of its subcontractors in the same way as for its own performance.

## 24. Export control

The Buyer shall comply with all applicable national and international export control regulations. The Buyer undertakes to comply with the export control regulations of Finland, the European Union, the United States and other governmental authorities in all cases of transfer of ownership. The Seller is not obliged to

comply with the Agreement if compliance is prevented due to national or international foreign trade or customs requirements, or export or import restrictions or other sanctions. If an export control inspection carried out by the authorities or the Seller requires it, the Buyer shall, at the Seller's request, promptly provide the Seller with all information concerning a specific end customer, the specific destination and specific intended use of the products and services provided by the Seller, as well as any existing export control restrictions. The Buyer is obliged to compensate to the Seller damages and delays that arise as a consequence of the Buyer's delays or omissions.

## 25. Privacy statement

When either party processes personal data for the performance of this Agreement, each party undertakes to comply with the requirements under applicable law, including the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016, from the moment the personal data is collected and throughout their processing.

In particular, each Party undertakes to notify the data subjects of the purpose(s) and means of the processing carried out, to obtain their prior consent to such processing where necessary, and to ensure that they are able to exercise their rights and to implement appropriate technical and organisational measures in order to ensure the security, confidentiality, integrity and availability of such data. Rexel Finland Oy's Privacy Notice can be viewed at [www.rexel.fi](http://www.rexel.fi)

## 26. Attachments

1. General terms of delivery for Rexel 24/7 stores
2. General terms of delivery for the online store

## 27. Code of Ethics

The Customer has read the Seller's Code of Ethics and undertakes to comply with it. The Seller's Code of Ethics can be found at [www.rexel.fi](http://www.rexel.fi)