

General terms of sale, updated 1.1.2024.

GENERAL TERMS OF SALE

1. Introduction

These General Terms of Sale apply to all offers, quotations, order confirmations, orders, contracts, deliveries, and other services between BIATHLON and the buyer. Any terms and conditions set out in the Buyer's order or other Buyer document are will only have effect if those are accepted by BIATHLON in writing. No variation, addition or deletion made to these General terms of Sale shall be deemed to be valid unless otherwise agreed in written and signed by authorized representative of BIATHLON.

1. Definitions

BIATHLON

Manufacturer and the seller of the products

Buyer

The Buyer of products sold by the Seller.

Quotation/ order

Electronic or pdf- format of quotation/offer sent by BIATHLON to Buyer

2. Specifications

The products shall meet the Specifications set out in the Agreement, offers or order confirmations which are the only undertakings BIATHLON has for the products e.g. statements in product information, handbooks, websites or other similar are not binding on BIATHLON.

3. Offers

Each quotation and/or offer is valid only 30 days from the date of quotation and/or offer unless otherwise mentioned in quotation and/or offer by BIATHLON in writing.

All prices are in EURO, unless otherwise agreed. Possible currency and other bank fees/charges related to Buyers are the responsibility of Buyer.

All the documents and information disclosed by BIATHLON remain the property of BIATHLON and may not be used by the recipient for any other purpose than for which they were disclosed for by BIATHLON.

4. Payment terms and overdue interests

Unless otherwise is agreed between the parties, the payment terms are 100 % advance payment. BIATHLON shall be entitled to interests for delayed payments (except advance payments) from the date on which the payment was due until the actual payment date and to compensation for recovery costs (if any). The rate of late payment interest is 13 (thirteen) percentage points.

In case of late payment, after having notified the Buyer in writing, BIATHLON may suspend its performance of the Agreement until it receives the payment in full. The Buyer is not entitled to present claims for compensation for such delays. If the Buyer refuse to take delivery, the Buyer shall pay for the Products as if it is delivered.

If the Buyer has not paid the amount due within 30 (thirty) working days or if the Buyer has not notified, or it is otherwise evident, that the Buyer's payment will be seriously delayed, BIATHLON shall be entitled to terminate the Agreement by notice in writing to the Buyer, and to claim compensation for the loss it incurs.

5. Delivery

Agreed delivery date shall mean the date of dispatch from BIATHLON factory, irrespective of Incoterm agreed. BIATHLON is entitled to divide the delivery into lots. If no delivery date is agreed, delivery shall be made according to BIATHLON capacity planning. Delivery will be made CPT (*delivery address is mentioned in the purchase order*) according to Incoterms 2023 unless

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otherwise mentioned in the purchase order/offer or agreement.

Should the delivery of the Products be delayed, the Buyer's sole remedy is to cancel the purchase of the Products which are delayed more than ten (10) weeks. Cancellation shall be in writing.

Should BIATHLON have to postpone delivery for reasons attributable to the Buyer, BIATHLON has the right to invoice for the products according to the original delivery date. Furthermore, BIATHLON shall be entitled to compensation for storage costs, any loss resulting from the Products becoming obsolete and other costs caused by the postponement of the delivery for the reasons attributable to the Buyer.

6. Ownership and passing of Risk

The Products shall remain property of BIATHLON until paid for in full.

The risk of loss and damage to the Products shall pass to the Buyer in accordance with the agreed delivery terms.

7. Limitation of Liability

Under no circumstances shall BIATHLON or Buyer be held liable for the any special, indirect, incidental or consequential loss or damage including, but not limited to, loss or profit, loss of production, lost of sales or claims from the Buyer's customer. This limitation, however, does not apply in the event of gross negligence or willful misconduct. BIATHLON aggregate liability for any damage it has caused is limited to the selling price of the Goods paid by the Buyer.

BIATHLON shall have no liability for any claim whatsoever when notification is made more than two years after the Risk Transfer Day.

BIATHLON does not undertake any warranty or liability (express or implied) of fitness or suitability of Products

for any specific purpose (even if know to BIATHLON). BIATHLON guarantees only the conformity of the Products with BIATHLON written product specification.

8. Warranty and defective products

BIATHLON warrants that the Products delivered are free from defects (faults) and in agreed quantity when the risk for loss and damage to the Products transfers to the Buyer according to the Incoterm agreed. The products shall only be regarded as defective or otherwise deviating from the Agreement if the Products do not meet the Specifications (includes warranty conditions). Hence BIATHLON is not liable for any function, quality or property other than set out in the specifications.

BIATHLON grants a 12 months warranty for its products, except plastic parts, from delivery to the receiver.

The warranty usually does not cover e.g. the following (but not limited to these):

- Defect caused by falling, moisture or other external influences,
- Defect resulting from incorrect use of the Product,
- Defect caused by incorrect installation of the Product or material replacement without BIATHLON approval.
- Defect resulting from any intended failures, malicious damages, or environmental reasons.
- Defect caused by normal wear and tear.

In the event of any defect, BIATHLON shall, at its own expense and at its sole discretion, either rectify the defect or deliver replacement Products. In the event of a shortage, BIATHLON shall deliver the missing quantity. The delivery replacement or missing Products shall be made within the normal time it takes BIATHLON to produce new Products (if needed) and transport it to the destination. Defective products shall be handed over to BIATHLON at the destination at the same time as the

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replacement Products are delivered, if not agreed otherwise in writing.

In the event of any defect or the Products are not delivered in the agreed quantity (shortage), the Buyer shall give notice to BIATHLON in writing without delays for damages incurred during transport, shortage, or other defects in the products.

9. Force Majeure

Breach of the agreement arising from the Force Majeure reasons is not regarded as an infringement of the other Party's obligations, provided that it sends notification in writing within 5 (five) business days of the date on which the Party became aware or could be expected to become aware, in particular national strike, war, riot, fire, explosion, flood, cyclone, earthquake, sabotage, terrorist attack, global epidemic or pandemic, or any other event that is unforeseeable, unavoidable and outside its control and likely to compromise the performance of the agreement.

The parties agree that force majeure excludes strikes of the workmen, industrial disputes in the factory of the parties and any event that are deemed to be under the Party's control.

If, due to case of force majeure, BIATHLON or the Buyer are unable to meet one or more of their contractual commitments, the parties must meet within 15 (fifteen) business days of the occurrence of the event of force majeure to adopt the measures that they think necessary to enable the agreement to be performed properly or to decide to terminate it. Should the parties fail to reach agreement within 2 (two) months of the occurrence of the event of force majeure, either party may terminate the agreement with immediate effect provided that it sends to the other party a notification by recorded delivery letter with acknowledgement of receipt.

10. Assignment of the Agreement

Suomen Biathlon Ltd.
Laavupolku 12, 80400 Ylämylly, Finland
www.biathlontargets.com

The Buyer shall not be entitled to assign the Agreement, in whole or part, without the prior written of BIATHLON. BIATHLON has the right to assign the Agreement, in whole or part, to ECOAIMS Ltd as well as transfer its claims based on the Agreement to ECOAIMS Ltd. BIATHLON has the right to use subcontractors.

11. Termination of the Agreement

This agreement may be cancelled immediately without a notice period if the other Party does not carry out one or more of the obligations contained in its various clauses. Unforeseeable and irresistible events that are outside the Parties' control are considered as cases of force majeure.

12. Governing law, Dispute Resolution

The Agreement shall be governed by Swedish law. The United Nations Convention on Contracts for the International Sale of Goods (Vienna Convention) 1980 shall not apply to the transactions that this Agreement contemplates.

In every situation the language of the processing is English. The Parties shall cooperate in good faith to resolve the dispute without unreasonable delay.

All negotiations connected with the dispute shall be conducted in strict confidentiality and without prejudice to the rights of the Parties in any future legal proceedings. Neither Party may initiate any legal action until the dispute resolution procedure as described above has been completed, unless a Party has reasonable cause to do so to avoid damage to its business or to preserve or protect any right of action such Party may have.

In the absence of an amicable solution following the dispute resolution procedure, all disputes arising out of or in connection with the Contract, included all disputes arising out of the termination of the Contract shall be submitted to the Stockholm Chamber of Commerce (SSC), Sweden.

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Info: +358 400 991 331
Sales: +358 400 317 932
kati.kurvinen@biathlontargets.com

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Notwithstanding the arbitration clause above, BIATHLON shall in its sole discretion for the purpose of collecting debts of the Buyer, be entitled to submit any claim against the Buyer in the courts and authorities of the Buyers country of domicile or country where the Products/Goods are located. In such a case governing law will be the law of the country where the claim is filed.

In a situation where these terms and conditions are in conflict with the terms and conditions agreed separately by the parties, the separately agreed terms and conditions take precedence over these terms and conditions in the event of a conflict.