

# Paketo Recycling Oy – General Terms of Delivery and Material Reception

## 1. TERMS OF DELIVERY

### 1.1 Offer and Agreement

- **Offer:** Valid for 30 days unless otherwise stated. Based on customer's specifications. Paketo may adjust price or delivery if actual order differs.
- **Agreement Formation:** A written agreement is effective upon signature. Otherwise, when Paketo confirms an order or delivers the goods.

### 1.2 Paketo's Obligations

- **Delivery Terms:** EXW (Incoterms 2020) unless agreed otherwise. Delivery may be in multiple shipments and earlier than agreed.
- **Warranty:** 14 days unless otherwise agreed. Covers defects during warranty period. Paketo may correct issues by repair or replacement. Warranty excludes misuse, normal wear, or external factors.
- **Product Characteristics:** Liability only for features explicitly agreed upon or specified in writing. Used products sold as-is.
- **Delays:** Delivery dates are estimates unless agreed in writing. Delay penalties only apply if caused by gross negligence or intent, limited to 0.5% per week, max 7.5% of product value. No liability for delays caused by third parties.

### 1.3 Customer's Obligations

- **Price and Payment Terms:** Payment in 14 days unless otherwise agreed. Late payments incur 16% interest and collection fees. Paketo may withhold delivery if payment is overdue.
- **Customer-Caused Delay:** Paketo may charge and store products at customer's expense.
- **Inspection and Complaints:** Must inspect goods upon receipt and notify within 5 days of any defects. For installation items, inspection must occur before use.
- **Responsibility for Provided Info:** Customer is responsible for correctness of provided information and conditions for installation and delivery.

### 1.4 Product Defects

Paketo may:

1. Repair the defect;
2. Replace the product;
3. Cancel the sale and refund the purchase price.

Only these remedies apply. No liability for minor defects.

### 1.5 Ownership and Risk

- **Ownership** remains with Paketo until full payment.
- **Risk** transfers upon delivery or readiness for delivery if customer delays.

## 1.6 Contract Termination

- **By Paketo:** If payment is overdue 14 days or customer breaches agreement.
  - **By Customer:** Only for significant breaches not corrected after notice.
  - **Penalty:** 20% of product value + compensation for loss of value if terminated due to customer's breach.
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## 2. TERMS OF MATERIAL RECEPTION

### 2.1 Scope and Agreement

- **Application:** Applies when customer delivers empty IBCs, POYs, or drums. Customer's terms valid only if agreed in writing.
- **Agreement Formation:** In writing or when Paketo receives the material.

### 2.2 Product Reception

- Paketo may refuse items unsuitable for handling. Customer responsible for delivery unless Paketo collects.

### 2.3 Condition, Inspection and Handling Costs

- **Waste:** Identifiable non-toxic waste charged at €3.20/kg + VAT. Toxic or unidentified waste charged case-by-case.
- Paketo will notify of fees within 60 days. Customer must respond within 7 days or collect item at own cost. Unclaimed items incur €10/day/container.
- **Defective Items:** €43 per IBC/POY, €12 per drum + VAT.

### 2.4 Customer Responsibility

Customer is responsible for:

- Product condition (empty and intact),
- Waste identification,
- Timely collection/delivery,
- Payment of handling fees.

Customer liable for all direct and indirect damages resulting from breaches.

### 2.5 Ownership

Transfers to Paketo upon reception unless reclaimed per section 2.3.

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## 3. OTHER TERMS

### 3.1 Limitation of Liability

Paketo is only liable for intentional or grossly negligent harm. Not liable for:

- Defects from customer's errors,
- Wrongful use or storage,
- Structural errors in mounting,
- Indirect damages like lost profit or production.

Paketo's liability is capped at the purchase price.

### **3.2 Force Majeure**

No liability for delays or damages due to unforeseeable, uncontrollable events. Includes labor disputes and subcontractor failures.

### **3.3 Termination of Agreement**

Paketo may terminate immediately if:

- Customer delays payments,
- Is declared bankrupt or insolvent,
- Is acquired by a competitor, etc.

### **3.4 Confidentiality**

Parties must maintain confidentiality of shared information and return/destroy data upon agreement termination. Exceptions include legal obligations and publicly available info.

### **3.5 Data Protection**

Paketo follows data protection laws. Contact info stored for customer relationship purposes. No third-party sharing outside group companies.

### **3.6 Intellectual Property**

All IP rights for materials produced by Paketo remain with Paketo.

### **3.7 Subcontracting**

Paketo may use subcontractors to fulfill its obligations.

### **3.8 Invalidity of Terms**

If a term is invalid, others remain in effect. Invalid terms replaced by valid ones with similar intent.

### **3.9 Governing Law and Dispute Resolution**

Finnish law applies. Disputes primarily resolved through negotiation. Failing that, handled in the District Court of Western Uusimaa.