

General Terms and Conditions of Sale (“Terms”)

1 Definitions

- 1.1 “**Contract**” means the written agreement for the sale of Products and/or services by Framery to the Purchaser or, if there shall be none, Framery’s quotation and, when applicable, the written confirmation of order.
- 1.2 “**Framery**” means Framery Oy and, when the context shall require, its affiliates.
- 1.3 “**Party**”/“**Parties**” shall refer to Framery and/or the Purchaser, as the case may be.
- 1.4 “**Product**” means Framery’s goods that Framery sells to Purchaser under the Contract.
- 1.5 “**Purchaser**” means the company, entity, or individual described in the Contract.
- 1.6 “**Specifications**” means the technical definition and/or description stipulated in the Contract, or in the absence of such stipulation and for all aspects not covered therein, Framery’s technical definition and/or description in force at the date of the Contract.

2 Quotations, Scope, and Execution

- 2.1 Unless otherwise stated, quotations are valid for acceptance within ninety (90) days from their issuance and are subject to confirmation by Framery at the time of such acceptance. Quotations are submitted for acceptance as a whole based on all their terms and conditions, and any reduction or increase in the quoted scope of supply may result in a variation in the price.
- 2.2 The scope of supply and execution shall be specified in the Contract. Goods or services not referred to therein shall be charged additionally.

3 Entire Agreement, Amendment, Suspension, and Cancellation

- 3.1 Unless otherwise expressly agreed in writing, the Terms shall be incorporated in all Contracts. Together with any other warranties, terms, conditions, and representations expressly referred to in the Contract and forming part thereof, they represent the complete agreement between Framery and the Purchaser regarding the sale of the Products and services, superseding all previous agreements, arrangements, and understandings, if any, concerning such sale. There are no promises, terms, conditions, oral or written, express or implied, other than these Terms and those contained or expressly referred to in the Contract. Any terms and conditions or any document which conflict with or are in addition to the Contract not signed by Framery shall not form part of the Contract or apply to the sale and purchase of the Products and services.
- 3.2 Orders and verbal agreements shall be binding on Framery only when accepted by the signature of the Contract by Framery, irrespective of any conditions specified in the Purchaser’s order.
- 3.3 No Contract may be amended (including by way of changes to the drawings or otherwise), canceled, or suspended except with the approval in writing of both Parties, and the effective date of such amendment, cancellation, or suspension shall be the date of its written acceptance by both Parties.
- 3.4 Any amendment, cancellation, or suspension will be subject to a fee following Framery’s fee policy available on request or at Framery’s customer portal. If not otherwise stated in such fee policy, any cancellations or changes made a) later than 48 hours after Framery’s order confirmation will incur a fee of 400 EUR or 10% of the value of the canceled or amended Product, whichever is higher, or b) after the Products have been already packaged at Framery’s facilities will incur a fee of 50% of the value of the canceled or amended Product. Delivery address changes later than seven (7) days before the shipping date will incur a fee of 400 EUR.
- 3.5 Framery’s catalog, brochures, price lists, reports, and recommendations, whether in electronic or any other form, do not constitute offers made by Framery. All information and data contained therein shall

be binding on Framery only to the extent that they are by reference expressly incorporated in the Contract.

4 Drawings and Technical Documentation

- 4.1 All drawings and technical documentation relating to the Products, their manufacture, or installation, submitted by Framery before or after the formation of the Contract shall remain the property of Framery and shall not, without the written consent of Framery, be used for any other purpose than that for which they were provided. They may not be copied, reproduced, transmitted, or communicated to a third party (except to the End Customer of the Products as disclosed by the Purchaser and agreed to in the Contract) or be used for the manufacture, design, or any other unauthorized purpose.
- 4.2 At any time before the delivery of Framery's final drawings to the Purchaser, Framery reserves the right to make any necessary alterations to the drawings and technical documentation relating to the Products without prior notice.
- 4.3 Weight data shall be considered as approximate indications unless expressly confirmed as binding.
- 4.4 Framery shall, within the time specified in the Contract, provide information and drawings that are necessary to permit the Purchaser to operate and maintain the Products. Such information and drawings shall be supplied in the number of copies agreed upon in the Contract or at least one copy of each. Framery shall not be obligated to provide manufacturing drawings for the Products or spare parts. Unless agreed otherwise by the Parties, the information and drawings shall be in English.
- 4.5 The Purchaser is responsible for ensuring that the local building AHJ (Authority having jurisdiction) is fully consulted before specifying and placing an order for Framery Products.
- 4.6 The Purchaser acknowledges that Products may include software components that are covered by various open-source licenses ("Open-Source Components"). To the extent the relevant open-source license terms apply to any such Open-Source Components, the Purchaser shall follow and act in accordance with such terms. To the extent the specific terms of the open-source license applicable to Open-Source Components prohibit or limit any of the restrictions set out in these Terms concerning such Open-Source Components, such restrictions will not apply to such Open-Source Components. The terms of the applicable open-source license may permit the Purchaser to modify the Open-Source Components, and should the Purchaser use such rights under the applicable open-source license terms, the warranty set out in these Terms shall not be effective and shall not be relied upon by the Purchaser.

5 Delivery and Risk, Transfer of Title

- 5.1 The Products shall be delivered in accordance with the delivery term FCA Lempäälä, Finland (Incoterms 2020) unless agreed otherwise by the Parties. However, notwithstanding the agreed delivery term, Framery is responsible for the loading of the goods only if the named place of delivery is Framery's place of business.
- 5.2 The delivery time shall be as specified in the Contract.
- 5.3 Partial shipments, transshipment, and transloading shall be permitted unless otherwise agreed.
- 5.4 Framery undertakes to inform the Purchaser of eventual delays, their causes, and duration at the earliest convenience.
- 5.5 Framery shall be liable for delays in the delivery of the Products only if, and to the extent that, all of the following conditions are fulfilled: a) a fixed delivery date has been expressly agreed upon in writing between the Parties; b) the delay exceeds four (4) weeks; and c) it is established that the delay is caused by Framery's negligence. Damages, if any, payable to the Purchaser for delays in the delivery of the Products according to the above shall be equal to the losses actually sustained by the Purchaser. However, the damages shall in no event exceed zero point five (0.5) percent per week of the price allocated to the delayed portion of the delivery, and in no event shall the total amount of such damages exceed three (3) percent of such price. The term "week" as used above shall mean subsequent periods of seven days immediately following the expiry of the four-week period referred to in (b) above. If the delay exceeds three months, the Purchaser shall have the right to cancel the sale for the delayed portion of the delivery. The damages and cancellation specified above shall be the Purchaser's sole and exclusive remedy, and Framery shall have no other liability whatsoever for any delay or failure by Framery to deliver the Products.
- 5.6 Purchaser shall inspect each shipment at the time of receipt of the shipment and shall promptly – latest within five calendar (5) days – report to Framery any discrepancies in any shipment and follow any

mandatory regulations and instructions given by Framery. Any missing goods or visible damage must be marked in the paperwork provided by the driver. The scope of the inspection shall be at least the following: i) the Product type and model, ii) the quantity, and iii) the packaging for physical damage.

- 5.7 If the Purchaser fails to take delivery of the Products as agreed, a storage fee will be applied following Framery's fee policy available on request or at Framery's customer portal. If not otherwise stated in such fee policy, the storage fee of 10 EUR per stored crate per day will begin to accrue seven (7) days after the ship date mentioned on the sales order confirmation.
- 5.8 Title to the Products (except for items that in the Contract or the Framery Connect Terms and Conditions are defined to remain property of Framery or a third-party supplier) will pass to the Purchaser only after full payment of the purchase price as well as any accrued interest on arrears.

6 Framery Connect, Data Usage

- 6.1 Framery Connect is a control system and management portal for the pods supplied by Framery. The Purchaser is obligated to inform its End-Customers (the Purchaser's customers to whom the Purchaser sells Framery Products) that the Products will collect aggregated data as soon as the End-Customer plugs in the Product. The Purchaser shall inform the End-Customer that the use of Framery Connect is subject to separate Framery Connect Terms and Conditions and that the use of Framery Connect may require a separate order between End-Customer and Framery and be subject to separate fees payable to Framery. Additionally, the Purchaser shall inform the End-Customer that the processing of the End-Customer's personal data by Framery in connection with Framery Connect and the Products is made in accordance with Framery's Privacy Policy. The Framery Connect Terms and Conditions and the Privacy Policy are available at <https://connect.frameryacoustics.com/>.
- 6.2 The Parties acknowledge that Framery's Products are connected devices. The Products generate data on the usage of the Products and transfer the data to Framery's server. The End-User can access the generated data via Framery Connect. Framery as the data holder retains the right to use the generated non-personal data to develop its products. For any data-related requests, the End-Customer can contact Framery's Technical Support and Service.

7 Prices

- 7.1 Unless otherwise stated in the Contract, prices are net, FCA Lempäälä, Finland. Insurance and other costs, if any, will be charged additionally. Value Added Tax and similar taxes, levies, or duties will be added at the appropriate rate, where applicable.
- 7.2 The price for installation of the Products is not included in the purchase price unless expressly stated to the contrary in the Contract.
- 7.3 Unless otherwise agreed, a minimum charge to cover shipping document costs and other costs (if any) will be applicable for small orders shipped abroad.
- 7.4 Framery reserves the right to increase the price by the amount of increased costs due to changes or alterations requested by the Purchaser, or due to interruptions or delays affecting the installation or commissioning and for which Framery is not responsible.

8 Payment

- 8.1 If applicable, the correct payment guarantee (letter of credit, bank guarantee, etc.) shall be received by Framery before the time of delivery as specified in the Contract. The applicable payment guarantee shall be irrevocable, confirmed, and payable at sight. All charges for confirmation and amendments shall be for the account of the applicant.
- 8.2 Unless other payment terms have been agreed to in the Contract, the Purchaser shall pay one hundred percent (100%) of the purchase price before delivery.
- 8.3 The Purchaser shall not withhold any part of the price whether by reason of set-off, counterclaim, missing parts not preventing the usage of the Products, or for any other reason. Payment shall be deemed effective when full payment in the agreed currency has been made freely available to Framery.
- 8.4 Payments shall be made within thirty (30) days of the date of Framery's invoice. If any payment shall become overdue, Framery may (without prejudice to any of its other rights) charge interests on the overdue amount at a rate of one and a half percent (1.5%) per calendar month which interest shall accrue daily from the date payment becomes overdue until Framery receives payment of the overdue amount.

- 8.5 In case of late payment, Framery may, at its sole discretion and after having notified the Purchaser in writing, suspend its performance under any Contract(s) between the Parties until it receives payment.
- 8.6 If the Purchaser has not paid the amount due within three (3) months, Framery shall be entitled to terminate the Contract as well as any other Contract(s) by notice in writing to the Purchaser, to refuse to provide further Products or services to the Purchaser and to claim compensation for the loss it has incurred.

9 Financial Risk

- 9.1 Framery may either require the full outstanding balance of the price before dispatching the Products in cash and/or cancel all further deliveries and services without prejudice to any other rights or remedies if: a) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of the Purchaser, b) the Purchaser makes any voluntary arrangement with its creditors or becomes subject to an administration order, c) the Purchaser goes into liquidation, d) an event takes place that, under the law of any jurisdiction, is analogous to any of the acts or events specified in a)-c) above, or e) the financial circumstances of the Purchaser do not justify the payment terms previously agreed.

10 Intellectual Property Rights

- 10.1 The sale and delivery of any Products to the Purchaser shall not transfer, confer, or grant to the Purchaser any intellectual property rights (including but not limited to patents, design patents, copyrights, utility models, and trademarks).
- 10.2 Copyright and all other intellectual property rights in all literature, manuals, drawings, photographs, and other information supplied by Framery as part of the Products or in connection therewith shall remain the sole property of Framery or, as the case may be, Framery's licensors.
- 10.3 The Purchaser shall indemnify Framery against all damages, claims, costs, and expenses arising out of any infringement or alleged infringement of any patent, copyright, trademark, registered design, or other intellectual property rights, which Framery incurs arising out of its compliance with the Purchaser's requirements, customizations, or specifications. Framery shall not be bound to defend any proceedings brought against it by any third party in respect of any such actual or alleged infringement.

11 Return of Products

- 11.1 Products supplied in agreed quantity and quality may only be returned to Framery if a preliminary agreement to do so exists. Unless stated in such agreement, Products will be credited with the invoiced price minus ten percent (10%) to cover administrative expenses and inspection. Framery reserves the right to further deduct costs for special technical inspection and/or to repair the returned Products when deemed necessary.

12 Warranty

- 12.1 Framery warrants that the Products are free from defects in material and workmanship for five (5) years from their delivery.
- 12.2 Notwithstanding the foregoing, the following parts or products will have a limited warranty period:
- a) Wear parts including but not limited to gas lifts, leveling gliders, fabrics, felt, carpet, door, door seals, hinges, and locks will have a warranty period of two (2) years from the date of delivery;
 - b) Electronic components including but not limited to, LED lights, fans, power and USB chargers, wireless chargers, screens, motion sensors, and motor-driven height adjustment mechanisms will have a warranty period of two (2) years from the date of delivery; and
 - c) Framery Connect Sensors will have a warranty period of one (1) year from the date of delivery.
- 12.3 If the Products contain third-party hardware or software, those shall be subject to the warranties provided by such third parties (if any).
- 12.4 All software is without warranty of any kind, either express or implied.
- 12.5 The Purchaser needs to activate this warranty by completing the installation report form either via the Service Tool, the Product's user interface, or in another form instructed by Framery or its trained installer.

- 12.6 If the Framery Products are sold forward, the new purchaser needs to activate the warranty by following the procedure described in Clause 12.5.
- 12.7 For this warranty to be applicable, the Product must be used indoors in normal office conditions, it must be maintained following Framery's instructions, and any dismantling or repair of the Product must be completed following the same.
- 12.8 If a Product is not installed by a Framery-trained installer, Framery is not obligated to fix any defects.
- 12.9 During the warranty period and upon the Purchaser's written request, Framery undertakes at its sole discretion to either repair, replace, or refund the price of any parts of the Products delivered which can be proved to be damaged due to bad material, faults in design, poor workmanship, or which fail to meet the Specifications. Framery may use its trained distributors or installation partners to complete the warranty service.
- 12.10 Any warranty service will not result in a suspension or interruption of the warranty period or start a new one.
- 12.11 Notwithstanding anything to the contrary, this warranty does not apply to:
- a) normal wear and tear, including but not limited to changes in surface finishes or pilling of textiles;
 - b) use of the Products in connection with non-Framery parts, spares, or materials which have not been approved by Framery;
 - c) repairs, alterations, or customization carried out without Framery's written consent, or faulty repairs executed by others than Framery or its authorized partner; or
 - d) Products that have been moved or dismantled against Framery's instructions.
- 12.12 The Purchaser shall, without delay, and in no case later than twenty-one (21) days after discovering the defect which it believes may constitute a breach of warranty, notify Framery's Technical Support and Service in writing. Such notice shall consist of a duly completed Warranty Claim Form (available from Framery's Technical Support and Service) and any additional information the Purchaser and/or Framery may deem relevant. If there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone or e-mail followed by the appropriate complete written notice as described above.
- 12.13 If the Purchaser fails to notify Framery of the defect within the time specified above, it shall lose its right to have the defect remedied.
- 12.14 The Purchaser shall provide Framery free of charge with all necessary access and other facilities and all information required to enable Framery to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.
- 12.15 For valid warranty claims, Framery shall carry out troubleshooting, dismantling of the defective part, and/or installation of the replacement part if this, in Framery's opinion, requires special knowledge. If special knowledge is not required in Framery's opinion, Framery shall have fulfilled its obligation in respect of the defect when it delivers a repaired or replacement part to the Purchaser. If troubleshooting, dismantling, or re-installation of parts necessitates intervention in equipment other than the Products, the labor and cost incurred thereby shall be borne by the Purchaser.
- 12.16 To verify the validity of the Purchaser's warranty claim, Framery may need to request the Purchaser to return the part(s) that are suspected to be defective. Framery arranges transportation for the parts. However, if the Purchaser's warranty claim is unsubstantiated, Framery reserves the right to charge the Purchaser all transport and customs brokerage costs.
- 12.17 If the Purchaser gives notice of a defect and the defect is deemed not to be covered by the warranty, Framery shall be entitled to full compensation for the work and costs incurred.
- 12.18 If twenty-one (21) days after the expiration of the warranty period the Purchaser has made no specific written claim under the terms of the warranty, Framery shall be released from such warranty obligations.
- 12.19 FRAMERY EXPRESSLY DISCLAIMS AND EXCLUDES ALL OTHER REPRESENTATIONS, CONDITIONS, WARRANTIES, OR GUARANTEES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE (INCLUDING BUT NOT LIMITED TO COMMON LAW), ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY SPECIFIED HEREIN IS THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AND IN PLACE OF, NOT IN ADDITION TO, ANY OTHER REMEDY AVAILABLE AT LAW OR IN EQUITY.

13 Limitation of Liability

13.1 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY CONTRACT, PURCHASE ORDER, OR QUOTATION BETWEEN THE PARTIES, AND TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL FRAMERY AND/OR ITS AFFILIATES, OFFICERS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL LOSS OR DAMAGE, LOSS OF PROFITS OR REVENUE, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, COST OF CAPITAL OR INVESTMENT OR DOWNTIME COST OR THE LIKE, WHETHER ARISING UNDER THE CONTRACT, TORT, OR ANY OTHER THEORY OF LIABILITY, OR OTHERWISE.

THE AGGREGATE TOTAL LIABILITY OF FRAMERY AND/OR ITS AFFILIATES, OFFICERS, EMPLOYEES, OR REPRESENTATIVES TOWARDS THE PURCHASER UNDER THE CONTRACT (WHETHER IN CONTRACT, TORT, OR OTHERWISE) SHALL NOT EXCEED 50 % OF THE TOTAL PRICE PAID BY THE PURCHASER TO FRAMERY UNDER THE CONTRACT OR FIFTY THOUSAND EUROS (EUR 50,000), WHICHEVER IS LOWER.

- 13.2 Framery will not be liable to the Purchaser for any breach of its obligations unless written notice is given to Framery within one (1) year of the Purchaser having notice of the event forming the basis for the claim.
- 13.3 If a third party lodges a claim for damages against one of the Parties, the latter Party shall forthwith inform the other Party in writing.

14 Anticipated Non-Performance

14.1 Notwithstanding anything else to the contrary herein or in any quotation, purchase order, or Contract regarding suspension, Framery shall be entitled to suspend the performance of its obligations where it is clear from the circumstances that the Purchaser will not be able to perform its obligations.

15 Force Majeure

- 15.1 No Party shall be liable to the other Party if it fails to perform or delays the performance of an obligation due to an event beyond its reasonable control, including but not limited to, strikes, lockouts, industrial disputes, fire, flood, act of God, pandemic, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.
- 15.2 A Force Majeure event suffered by a subcontractor of a Party shall also discharge a Party from liability if subcontracting from another source cannot be made without unreasonable costs or a significant loss of time.
- 15.3 The Party claiming to be affected by force majeure shall notify the other Party in writing without delay on the intervention and cessation of such circumstance.
- 15.4 If force majeure prevents the Purchaser from fulfilling its obligations, it shall compensate Framery for expenses incurred in manufacturing, delivering, securing, and/or protecting the Products.
- 15.5 Either Party shall be entitled to terminate the Contract by notice in writing to the other Party if the performance of the Contract is suspended due to an event of force majeure as defined herein for more than three (3) months.

16 Jurisdiction and Applicable Law

- 16.1 Any Contract and the present Terms shall be governed by Finnish law, excluding its rules for choice of law and the application of the United Nations Convention on Contracts for the International Sale of Goods.
- 16.2 Any dispute, controversy, or claim relating to or arising from any quotation, purchase order, or Contract, and the present Terms, or their breach, termination, or validity, shall be finally settled in arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. Arbitration proceedings shall take place in Tampere, Finland. The number of arbitrators shall be one and the language of the proceedings shall be English. The award shall be fully enforceable and not be subject to appeal.
- 16.3 Alternatively, Framery shall have the right to raise a claim against the Purchaser in the Finnish Courts or at the Purchaser's domicile as it may consider appropriate.

16.4 Nothing in this clause shall prevent either Party from applying to the courts of any country for injunctive or other equitable relief i) to prevent or curtail any breach of Contract or agreement, ii) concerning an infringement of Intellectual Property Rights, iii) in respect of misuse of confidential information, iv) for Framery to reclaim sums owed by the Purchaser, or v) for enforcement of an arbitral award.

16.5 This Clause shall survive the termination of the Contract between Framery and the Purchaser and be fully binding.

17 Validity

17.1 Should any provision be held as invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions contained herein shall not be affected or impaired, and the Parties undertake to amend, supplement, or substitute any such invalid or unenforceable provisions with valid provisions producing as nearly as possible the economic result previously intended without renegotiation of any material terms.

18 No Waiver

18.1 A failure of Framery to insist upon the performance of any of the terms or conditions of these Terms or any Contract, or a waiver of any term or condition of these Terms or any Contract will not be deemed to be a waiver of any rights or remedies Framery may have in subsequent similar situations.

19 Survival

19.1 The provisions of these Terms that, by their nature, should survive the termination or expiration of the Contract between Framery and the Purchaser, will survive such termination or expiration.