COLDEX OY
GENERAL TERMS AND CONDITIONS OF SUPPLY, CONTRACT WORK AND WARRANTY FOR REFRIGERATION SYSTEMS
Version 1.0 / 2026
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Coldex Oy
Business ID: 1788721-8
Vesimäentie 3, 15860 Hollola, Finland

1. SCOPE OF APPLICATION AND DEFINITIONS

1.1. These General Terms and Conditions of Supply, Contract Work and Warranty (hereinafter the Terms) apply to refrigeration and cooling systems and related equipment, structures, design, installation and commissioning work offered and supplied by Coldex Oy (hereinafter the Supplier) to businesses and other professional customers (hereinafter the Customer).

1.2. The Terms apply, among other things, to the following supplies:
cold rooms and freezer rooms and their structures;
temperature-controlled warehouses and logistics facilities;
industrial refrigeration and cooling systems;
liquid chillers and water chillers;
rapid freezing and rapid cooling equipment;
cooling and freezing tunnels, and fluidized-bed, plate, spiral and other process coolers and freezers;
partial deliveries, modification works and installation contracts related to the above.

1.3. These Terms do not apply to the Supplier's sales of commercial refrigeration equipment or used commercial refrigeration equipment, which are subject to separate terms of sale and warranty for commercial refrigeration equipment.

1.4. These Terms apply exclusively to contracts between businesses and other professional operators. They are not intended for consumer transactions.

1.5. Supply means the equipment, materials, structures, services and work specified in the Contract. Contract Work means a Supply that includes installation work. Contract means an offer, order or other set of written contractual documents accepted by the parties.

1.6. An agreement made in writing also includes verifiable acceptance by email or through an electronic contracting system used by the parties.

1.7. The KYLA 21 terms shall apply as supplementary terms only to the extent expressly agreed and provided they do not conflict with these Terms or other contractual documents having higher precedence.

1.8. The Supplier's use of subcontractors and equipment manufacturers does not alter the contractual relationship between the Customer and the Supplier.

2. CONTRACT DOCUMENTS AND ORDER OF PRECEDENCE

2.1. A Contract is formed when the Supplier has accepted the Customer's order in writing or the parties have signed a separate agreement.

2.2. Unless expressly agreed otherwise in writing, the order of precedence of the contractual documents shall be as follows:
the individual agreement signed by the parties and the deviations expressly agreed therein;
the Supplier's written order confirmation;
the Supplier's offer and the scope of Supply specified therein;
the technical appendices and scope exclusions identified in the offer;

these General Terms and Conditions of Supply, Contract Work and Warranty;
the KYLA 21 terms, where separately agreed;
other documents expressly incorporated into the Contract.
2.3. The Customer's own general procurement, purchasing or contract-work terms shall not apply unless the Supplier has expressly accepted them in writing.
2.4. A reference to the Customer's own terms in the Customer's order, purchase order or other document does not, in itself, constitute their acceptance.
2.5. The YSE 1998 terms or other general conditions for construction contracts shall not apply unless their application has been expressly agreed in writing.
2.6. Amendments to the Contract are binding only if approved in writing. An oral instruction given at the worksite does not, in itself, extend the Supplier's obligations.
2.7. Offers remain valid for the period stated in them. If no validity period is stated, the offer is valid for 14 days from its date. The Supplier has the right to correct obvious clerical and calculation errors.

3. INITIAL DATA AND TECHNICAL DESIGN BASIS
3.1. The technical sizing of the Supply is based on the information provided by the Customer and the design criteria specified in the Contract.
3.2. The Customer is responsible for the accuracy, adequacy and currency of the information it provides.
3.3. Initial data may include, among other things:
target temperatures and permissible ranges of variation;
ambient temperature and humidity conditions;
quantities, temperatures, characteristics and handling of products;
cooling or freezing capacity;
frequency and duration of door openings;
warehouse loading, occupancy and material flows;
available electrical, water and other infrastructure;
technical characteristics of the building and its structures;
operating hours and any special conditions.
3.4. If the initial data proves incorrect or incomplete, or changes after conclusion of the Contract, the Supplier has the right to revise the technical solutions, price and schedule to reflect the effects of such change.
3.5. The Supplier is responsible only for the design and sizing expressly agreed in the Contract.
3.6. The Supplier is not responsible for the load-bearing capacity of the building, foundations, structural suitability or solutions designed by other designers unless such tasks have been expressly included in the Supplier's assignment.
3.7. The Supplier has the right to make technically justified changes to equipment and components that do not impair the material characteristics agreed for the Supply. Material changes shall be agreed with the Customer in writing.
3.8. Preliminary calculations, energy consumption estimates, capacity estimates and other projections presented in the offer do not constitute binding performance guarantees unless expressly designated as such in writing.

4. SCOPE OF SUPPLY AND CONTRACT WORK
4.1. The scope of the Supply shall be determined exclusively by the scope of Supply specified in the Contract and its appendices.

4.2. The Supply does not include work, materials, equipment or services that are not expressly mentioned in the scope of Supply.
4.3. Unless separately agreed, the Supply does not include:
construction and foundation works;
design or reinforcement of load-bearing structures;
electrical power feeds up to the connection point designated by the Supplier;
water supply, drainage and other building-services connections;
building permits and other permits relating to the property;
cranes, personnel lifts and special lifting operations;
scaffolding and special worksite arrangements;
work relating to fire compartmentation of the building;
protection and relocation of stored products;
round-the-clock monitoring or on-call services;
regular servicing and maintenance;
integration of third-party systems.
4.4. The boundaries of the Supply may be agreed in a separate scope-of-work appendix.
4.5. The Supplier may use subcontractors in performing the Supply.
4.6. The Supplier is responsible for fulfilling its own contractual obligations but not for the performance of the Customer's other contractors, suppliers or designers.
4.7. The right to use plans, drawings and technical documents included in the Supply is limited to the project specified in the Contract. The intellectual property rights of the Supplier or its partners are not transferred to the Customer unless otherwise agreed in writing.

5. PRICES AND PRICE ADJUSTMENTS
5.1. Prices are quoted in euros excluding value added tax unless otherwise stated in the offer.
5.2. Value added tax and other applicable taxes and statutory fees shall be added to the price in accordance with legislation in force.
5.3. The price is based on the supply and cost factors known at the time the Contract is concluded.
5.4. The Supplier has the right to propose a price adjustment if a material change occurs after conclusion of the Contract, for example in:
the Customer's initial data or scope of Supply;
solutions required by legislation or regulatory requirements;
technical solutions required by the Customer;
the delivery or implementation schedule for reasons attributable to the Customer;
the costs of raw materials, equipment or transport, if a price adjustment mechanism has been agreed in the Contract.
5.5. A price adjustment based on cost changes requires written notification, identification of the grounds for the change and compliance with the adjustment procedure agreed in the Contract. The Supplier has no right to unilaterally change a fixed Contract price without an agreed basis.
5.6. Changes requested by the Customer and their price shall be agreed separately before implementation.
5.7. If the Customer suspends or postpones the Supply, the Supplier has the right to invoice work already performed, materials ordered, binding subcontracting costs and reasonable additional costs arising from the suspension.

6. PAYMENT TERMS AND INSTALMENTS
6.1. Payment terms and instalments shall be specified in the offer or order confirmation.
6.2. Unless otherwise agreed, the Supplier has the right to require an advance payment before commencing procurement, manufacturing or other binding supply activities.
6.3. The Supplier has the right to invoice the Supply in accordance with the agreed payment instalments and their completion.
6.4. Unless separately agreed, the payment term is 14 days from the invoice date.
6.5. Overdue payments shall bear the statutory interest on late payment applicable to commercial contracts under the Finnish Interest Act, together with collection costs permitted by law.
6.6. If the Customer fails to make a payment when due, the Supplier has the right to suspend the Supply or work after issuing a written payment reminder and allowing a reasonable additional period for payment.
6.7. Suspension due to late payment entitles the Supplier to a corresponding extension of the schedule and compensation for reasonable additional costs caused by the suspension.
6.8. The Customer is not entitled to withhold an undisputed payment on the basis of another, separate claim. The right to set off a disputed claim shall be governed by applicable law and any express contractual provisions.
6.9. Minor defects that do not prevent safe and appropriate use of the Supply do not entitle the Customer to withhold the entire final payment. The Customer may withhold no more than a justified amount proportionate to the correction of the defects, provided the conditions for the right of withholding are met.

7. DELIVERY TIMES AND DELAYS
7.1. The delivery time shall be confirmed in the order confirmation or a separate schedule.
7.2. Calculation of the delivery period commences when:
the Contract has entered into force;
the agreed advance payment has been received;
the necessary initial technical data has been approved;
the prerequisites for commencement of the Supply for which the Customer is responsible have been met.
7.3. The Supplier is entitled to a reasonable extension of the delivery period if the Supply is delayed for reasons attributable to the Customer, other contractors, regulatory procedures or an impediment beyond the Supplier's control.
7.4. The Supplier shall notify the Customer of any material delay without undue delay after becoming aware of it.
7.5. If a Supply for which the Supplier is responsible is delayed beyond the agreed binding completion date, the Customer is entitled to liquidated damages for delay of 0.1% of the VAT-exclusive price of the delayed part of the Supply for each full week of delay.
7.6. The maximum amount of liquidated damages for delay is 5% of the VAT-exclusive price of the delayed part of the Supply.
7.7. Liquidated damages for delay are the Customer's exclusive monetary remedy for a delay attributable to the Supplier unless otherwise required by mandatory law.
7.8. The Supplier is not liable for interruptions to the Customer's production, lost turnover or other excluded losses defined in Section 16 resulting from a delay in the Supply.
7.9. The Customer must submit any claim for liquidated damages for delay in writing no later than upon acceptance, unless otherwise required by mandatory law.

8. CUSTOMER'S OBLIGATIONS
8.1. The Customer is responsible for ensuring that the delivery site is in a condition suitable for the Supplier's work at the agreed time.
8.2. Unless otherwise agreed, the Customer shall be responsible, at its own expense, for:
the suitability of the building and structures;
unobstructed and safe access to the work area;
necessary building permits and other permits falling within the Customer's responsibility;
electrical, water and other agreed connections;
coordination of work performed by other contractors;
general worksite safety coordination in accordance with applicable regulations;
lifting and moving operations allocated to the Customer;
the necessary operating and maintenance personnel.
8.3. The Customer is responsible for ensuring that existing structures can withstand the planned loads imposed on them. The Supplier is not responsible for verifying structural load-bearing capacity unless expressly agreed.
8.4. The Customer shall inform the Supplier of any concealed structures, pipes, cables, hazardous substances and other circumstances known to it that may affect performance of the work.
8.5. The Customer is responsible for the appropriate protection of products being stored or handled and for necessary backup arrangements.
8.6. The Customer shall ensure temperature monitoring of products and processes and responses to alarms, unless these services have been expressly ordered from the Supplier.
8.7. The Customer is responsible for reasonable additional costs and delays resulting from its failure to fulfil its obligations.

9. ADDITIONAL WORK AND VARIATIONS
9.1. Work not included in the Contract constitutes additional work. Work that changes the agreed scope of Supply constitutes variation work.
9.2. Additional work and variations shall be agreed in writing before they are carried out.
9.3. The Supplier is not obliged to commence additional work or variations until their content, price and effects on the schedule have been agreed.
9.4. If a change requested by the Customer affects design, procurement, production, installation or commissioning, the Supplier is entitled to a corresponding adjustment of price and schedule.
9.5. If unforeseen conditions are discovered during the work, the Supplier shall inform the Customer, and the parties shall agree on the necessary measures.
9.6. Measures necessary to prevent imminent damage or a safety hazard may be taken without prior approval if waiting for approval is not reasonably possible in the circumstances. The Supplier shall promptly notify the Customer of such measures and present the basis for their costs.
10. DELIVERY, INSTALLATION AND WORKSITE CONDITIONS
10.1. The method and place of delivery shall be specified in the Contract.
10.2. Unless otherwise agreed, the Customer is responsible for arrangements needed to receive, unload and store goods at the delivery site.
10.3. The Customer is responsible for general worksite conditions and for ensuring that the Supplier can carry out the work safely and in accordance with the agreed schedule.
10.4. If the worksite is not ready as agreed, the Supplier has the right to postpone commencement or suspend work until the impediment has been removed.

10.5. Additional visits, waiting time, storage, transport and other justified additional costs caused by deficiencies at the worksite shall be invoiced to the Customer.
10.6. The Supplier is responsible for the work of its own personnel and subcontractors and for its statutory employer and occupational safety obligations.
10.7. The Supplier is not responsible for damage or disruption caused by other contractors unless resulting from the Supplier's own breach of Contract.
10.8. If the Supply involves penetrations, fixings or structural modifications to a building or property, the scope boundaries and responsibilities for their execution shall be specified in the Contract.

11. COMMISSIONING AND TEST RUNS
11.1. The Supplier shall perform the commissioning activities and agreed functional tests included in the Contract.
11.2. Commissioning is conditional upon the electrical, water, automation and other necessary systems for which the Customer is responsible being operational.
11.3. The scope, duration and acceptance criteria of test runs shall be specified in the Contract.
11.4. Unless separately agreed, commissioning does not include long-term validation of the Customer's production process, product-specific freezing tests or production optimisation.
11.5. If commissioning or test runs cannot be performed for reasons attributable to the Customer, the Supplier has the right to invoice completed stages of the Supply and reasonable additional costs arising from waiting time and a repeat visit.
11.6. The Supplier shall document the commissioning and functional tests required under the Contract.
11.7. The Supplier is not obliged to hand over the equipment for use until the inspections and statutory measures necessary for its safe operation have been completed.

12. HANDOVER AND ACCEPTANCE
12.1. The Supply is deemed ready for acceptance when the agreed scope of Supply has been substantially completed and the conditions for its safe and appropriate use are met.
12.2. The Supplier shall notify the Customer of completion of the Supply and propose a date for the acceptance inspection.
12.3. The Customer shall participate in the acceptance inspection within a reasonable period, in principle within seven working days of notification, unless otherwise agreed.
12.4. Defects identified during the acceptance inspection shall be recorded in the inspection report.
12.5. Minor defects that do not prevent safe and appropriate use of the Supply shall not prevent acceptance. A reasonable period shall be agreed for their correction.
12.6. If the Customer, without justified cause, fails to participate in the acceptance inspection or to identify specific material defects within 14 days of the Supplier's written notice of readiness for acceptance, the Supply may be deemed accepted for contractual purposes, provided that the Supplier has fulfilled the requirements for safe commissioning and has informed the Customer of this contractual provision.
12.7. If the Customer puts the Supply, or an independently usable part of it, into productive use before formal acceptance, that part shall be deemed accepted on the date it is put into use, provided the conditions for its safe use have been met and the parties have not agreed otherwise in writing.
12.8. Acceptance does not release the Supplier from its warranty obligations.

12.9. Financial claims relating to acceptance shall be submitted in writing and specified no later than at the acceptance inspection, except for defects that become apparent later or other claims whose submission may not be restricted by law.

13. TITLE AND RISK
13.1. The Supplier retains title to separate equipment and materials supplied until the purchase price relating to them has been paid in full, to the extent that retention of title is effective under applicable law.
13.2. Retention of title does not entitle the Supplier to remove property incorporated into a building or property contrary to mandatory law or third-party rights.
13.3. Risk of loss or damage to the Supply passes to the Customer upon acceptance, unless otherwise provided by the delivery term, a partial delivery or another written agreement.
13.4. If the Customer delays acceptance of the Supply or agreed transport, risk may pass to the Customer in accordance with applicable law and the agreed delivery term from the time when the Supply could properly have been handed over.
13.5. The Customer is responsible for insuring the building it owns, the property located therein, its products and its business operations.
13.6. The Supplier shall maintain liability insurance appropriate to its operations. The existence or amount of such insurance does not extend the Supplier's contractual liability.

14. WARRANTY AND LIMITATIONS OF WARRANTY LIABILITY
14.1. The Supplier grants a 12-month warranty for the Supply under the Contract, commencing upon approved acceptance, unless otherwise agreed in writing.
14.2. If equipment is put into use as agreed before acceptance of the remainder of the Supply, the warranty period for that equipment commences on the documented commissioning date.
14.3. If acceptance or commissioning is delayed solely for reasons attributable to the Customer, the warranty period shall commence no later than six months after the Supplier has notified the Customer in writing that the relevant part of the Supply is ready for acceptance or commissioning, provided the Supplier has fulfilled its own material obligations.
14.4. The warranty covers defects in materials, manufacture, installation and design falling within the Supplier's scope of responsibility for the Supply.
14.5. The warranty does not cover defects or damage resulting, for example, from:
incorrect use or use contrary to instructions;
inadequate maintenance;
normal wear and tear;
modifications made by the Customer or a third party;
abnormal operating conditions or loading;
disturbances in the electricity supply, water supply or other external systems;
incorrect initial data provided by the Customer;
external damage, accidents or vandalism;
other causes outside the Supplier's responsibility.
14.6. The Customer shall notify the Supplier in writing of any defect discovered without undue delay and no later than 14 days after its discovery or the date on which it should reasonably have been discovered. Any risk of imminent damage must be reported promptly.
14.7. The Supplier has the primary right to inspect a reported defect and select an appropriate remedy, which may be repair, replacement of a part or another technically equivalent solution.

14.8. Warranty repairs shall be performed during normal working hours within a reasonable time, taking into account the nature of the defect, safety and the arrangements required for repair.
14.9. The warranty does not automatically confer a right to round-the-clock on-call service, immediate attendance on site or a specified repair time.
14.10. If the Customer requires urgent repairs outside normal working hours, compensation for additional costs shall be agreed separately, unless the costs are ones for which the Supplier is responsible under law or the Contract.
14.11. If a defect report proves unfounded or the defect is not covered by the warranty, the Supplier has the right to charge for investigation and repair work and related reasonable expenses.
14.12. The Customer may not, without the Supplier's consent, have a third party carry out warranty repairs at the Supplier's expense, unless immediate action is necessary to prevent personal injury or substantial property damage, or the Supplier has failed to fulfil its repair obligation after expiry of a reasonable period specified in writing.
14.13. A repaired or replaced part remains covered by the original warranty period. Repair does not start a new warranty period for the entire Supply, unless otherwise required by mandatory law.
14.14. The warranty does not cover spoilage of the Customer's products, production losses or other losses expressly excluded under Section 16, unless otherwise required by mandatory law.
14.15. The Customer is responsible for proper maintenance of the equipment and documentation of its maintenance history. The warranty does not automatically lapse merely because maintenance is performed by another qualified service provider, but the Supplier is not responsible for defects caused by such maintenance.

15. PERFORMANCE GUARANTEES AND TECHNICAL PARAMETERS
15.1. The Supplier is responsible only for performance values expressly specified in writing as binding guaranteed parameters.
15.2. A performance guarantee may concern, for example:
cooling or freezing capacity;
target temperature;
final product temperature;
cooling or freezing time;
energy consumption under agreed conditions;
another separately specified technical characteristic.
15.3. A performance guarantee is valid only under the agreed design and operating conditions.
15.4. The Customer is responsible for ensuring that the characteristics, quantity, initial temperature, placement, packaging, loading and other agreed initial parameters of the products correspond to the design criteria.
15.5. The performance verification method, measurement conditions, measurement accuracy, acceptance limits and any test period shall be agreed in writing.
15.6. If performance cannot be verified due to deficiencies in conditions for which the Customer is responsible, the Supplier shall not be responsible for the resulting delay. The parties shall agree on new test arrangements and the associated costs.

15.7. If the agreed performance is not achieved for a reason attributable to the Supplier, the Supplier has the primary right to repair or adjust the system and conduct a new acceptance test.
15.8. If a performance deficiency cannot be remedied within a reasonable time, the Customer may be entitled to a price reduction proportionate to the significance of the deficiency or, in the event of a material breach of Contract, to other remedies under applicable law. Monetary liability shall be determined in accordance with Section 16 to the extent permitted by law.
15.9. The Supplier does not guarantee the efficiency of the Customer's overall production process, the financial results of production, product quality or product shelf life unless separately agreed in writing.

16. LIABILITY FOR DAMAGES AND LIMITATIONS OF LIABILITY
16.1. The Supplier's liability is limited to the obligations expressly agreed in the Contract and obligations imposed by mandatory applicable law.
16.2. The Supplier shall not be liable for indirect or consequential losses, including but not limited to:
loss of turnover, profit or margin;
interruption of production or business operations;
loss of production capacity or ability to use equipment;
lost contracts or business opportunities;
contractual claims brought by the Customer's customers;
costs of reorganising production;
other similar consequential financial losses.
16.3. To the extent permitted by applicable law, the Supplier shall not be liable for spoilage, deterioration in quality, wastage or destruction of products stored, cooled, frozen or processed by the Customer arising from a defect, malfunction or delay in the Supply, regardless of whether the loss is classified as direct or indirect.
16.4. The Customer is responsible for appropriate insurance of its products, temperature monitoring, alarm arrangements and measures necessary to mitigate losses.
16.5. The Supplier's aggregate contractual liability for damages and monetary remedies for breach of Contract, including liquidated damages for delay, price reductions and reasonable costs of substitute performance, shall not exceed 15% of the total VAT-exclusive price of the Contract concerned.
16.6. The above maximum applies in aggregate to all claims arising from the same Contract, regardless of the number of claims or their legal basis, to the extent such limitation is permitted by applicable law.
16.7. The liability cap in Clause 16.5 does not apply to the Supplier's obligation to refund payments received without legal basis or to liabilities that may not lawfully be limited. The primary obligation to remedy a defect covered by the warranty is governed by Section 14. Monetary remedies and substitute performance are subject to the limit agreed in Clause 16.5 to the extent permitted by law.
16.8. The limitations of liability do not apply to damage caused intentionally or through gross negligence, or to any other liability whose limitation is prohibited by mandatory law.
16.9. The Supplier is not responsible for wrongful acts or omissions of the Customer, other contractors or third parties unless the damage results from an act or omission for which the Supplier itself is liable.

16.10. The Customer shall take reasonable measures to prevent and mitigate damage. Compensation may be reduced in accordance with applicable law to the extent the Customer has failed to fulfil its duty to mitigate loss.
16.11. The parties acknowledge that the limitations of liability agreed in these Terms are an essential element of the allocation of risk and pricing of the Supply. The Customer may request a quotation for broader liability in return for separately agreed remuneration.

17. SUSPENSION AND TERMINATION OF THE CONTRACT
17.1. The Supplier has the right to suspend performance of the Contract if the Customer materially fails to fulfil its payment obligations or other obligations essential to performance of the Supply and fails to remedy such default within a reasonable period specified in written notice.
17.2. The Supplier has the right to terminate the Contract for material breach if the breach is not remedied within a reasonable period, unless the nature of the breach justifies immediate termination.
17.3. If the Customer cancels the order or terminates the Contract without a material breach by the Supplier, the Customer is responsible for work already performed, materials ordered that cannot be returned, binding subcontracts and other justified costs arising from termination, as well as damages recoverable under applicable law.
17.4. The Supplier shall make reasonable efforts to mitigate costs arising from termination of the Contract.
17.5. Force majeure means an impediment beyond a party's control that could not reasonably have been foreseen at the time of conclusion of the Contract and whose effects cannot reasonably be avoided or overcome.
17.6. In the event of force majeure, the affected party shall notify the other party without undue delay. The time for performance of contractual obligations shall be extended to reflect the effect of the impediment.
17.7. If force majeure continues for more than 90 days and materially prevents performance of the Contract, either party has the right to terminate the Contract in writing. The treatment of performance already rendered and costs incurred shall be determined in accordance with applicable law and the Contract.
17.8. Termination of the Contract does not extinguish payment obligations accrued before termination or limitations of liability, confidentiality provisions or other terms intended by their nature to survive termination.

18. GOVERNING LAW AND DISPUTE RESOLUTION
18.1. The Contract shall be governed by the laws of Finland, excluding its conflict-of-laws rules.
18.2. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to international sales of goods unless otherwise agreed in writing.
18.3. The parties shall primarily seek to resolve disputes arising from the Contract through negotiations.
18.4. If a dispute cannot be resolved through negotiations within 30 days of a written request for negotiations, the dispute shall be decided by the Päijät-Häme District Court as the court of first instance, unless otherwise required by mandatory law.
18.5. For international supplies, the parties may separately agree on arbitration or another dispute resolution procedure.

18.6. The Finnish-language version of these Terms shall prevail. Any translations are for information purposes unless otherwise agreed in writing.

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General Terms and Conditions of Supply, Contract Work and Warranty for Refrigeration Systems

Version 1.0 / 2026

These Terms are intended to be attached to Coldex Oy's offers and contracts for industrial refrigeration.