

**NESTE MARKETING LTD. SALES AND DELIVERY TERMS
FOR CONSUMER CUSTOMERS 1/2022****1 GENERAL INFORMATION**

1.1 These Neste Marketing Ltd. sales and delivery terms for consumer customers (hereinafter the "Sales Terms") apply to the sale and delivery of Neste Marketing Ltd's products and services to consumer customers.

2 DEFINITIONS

In these Sales Terms:

2.1 "**Weekday**" refers to any day between Monday and Friday (these days included), excluding all Finnish holidays, Finnish Independence Day (December 6), Christmas Eve, Midsummer Eve, and May Day.

2.2 "**Customer**" refers to a consumer customer in accordance with the Consumer Protection Act (1978/38) who purchases a Product from the Seller.

2.3 "**Customer Service**" refers to the Seller's Customer Service, whose contact information and service hours are available on the Seller's Website. The Seller shall record all calls placed to its Customer Service to enable the checking of order data in the event of a complaint, for example.

2.4 "**Written**" also refers to documents and other records in electronic format, including email.

2.5 "**Law**" refers to all Finland's applicable laws, decrees, regulations, and guidelines, and the European Union's regulations and directives, as well as orders, decisions, and instructions issued by competent courts of law or authorities (in any jurisdiction).

2.6 "**Seller**" refers to Neste Marketing Ltd. (business ID: 1626490-8).

2.7 "**Seller's Website**" refers to the Seller's website at www.neste.fi.

2.8 "**Party**" and "**Parties**" refer to the Customer and the Seller separately or collectively.

2.9 "**Agreement**" refers to an agreement or commitment, including any appendices, between the Parties on the Product.

2.10 "**Order**" refers to the Customer's Written or oral order concerning the Product.

2.11 "**Product**" refers to the product and/or related service that the Seller is selling to the Customer. The trade name of the Product to be delivered may vary.

2.12 "**Minimum Delivery Quantity**" refers to the minimum number of Products that the Seller shall deliver to the Customer without charging an extra fee. The Minimum Delivery Quantity varies by Product.

2.13 More information about how the Seller records calls placed by customers, as well as about Products, prices, delivery fees, extra charges applied by the Seller, product-specific Minimum Delivery Quantities and extra charges in cases where the delivered quantity does not comply with the Minimum Delivery Quantity, is available on the Seller's Website and from the Seller's Customer Service.

3 VALIDITY

3.1 An Agreement on a one-time deal enters into force once the Seller has approved an Order, or the Seller has actually started to fulfill an Order. Any terms included by the Customer in the Order that deviate from the terms of the Offer shall only apply if the Seller has specifically accepted the Customer's terms in advance by means of a Written approval.

3.2 The Seller shall obtain the Customer's credit history information at its own expense. If the Seller rejects the Order based on the personal credit history information obtained from the credit data register, the Seller must inform the Customer about such use of credit history information and specify the credit data register after making the decision.

3.3 An Agreement on a one-time deal expires when both Parties have met their contractual obligations.

4 PRICE AND TERM OF PAYMENT

4.1 The selling price is the Seller's price valid on the order date. The Seller has the right to unilaterally change its daily selling price and/or pricing criteria without notifying the Customer.

4.2 Invoicing shall be carried out in accordance with the unloaded quantity recorded in the consignment note.

4.3 The total price of tank deliveries of fuel consists of the product price and the delivery fee. The delivery fee is specific to the order. If the tank truck needs to be moved when unloading the product into more than one tank, the Seller is entitled to charge a delivery fee for each time the truck is moved.

4.4 Depending on the case, extra charges in accordance with the Seller's standard practice may be added to the selling price. More information about the extra charges used by the Seller is available on the Seller's website and from the Seller's Customer Service.

4.5 The invoice for the Product must be paid by the due date indicated on the invoice. Penalty interest must be paid for delayed payments, starting from the due date, in accordance with the Interest Act (1982/633). The Customer is also obligated to pay the Seller's current payment reminder or debt collection fees.

4.6 If even a single receivable of the Seller from the Customer has fallen due and has not been paid, all the Seller's receivables from the Customer shall become due to be paid immediately after a Written demand to that effect issued by the Seller, regardless of the agreed due dates or due dates shown on the invoices.

4.7 The Seller has the right to request acceptable collateral from the Customer prior to delivery or as collateral for a delivery lot that has already been delivered but has not yet been paid. The Seller has no obligation to deliver the Product before acceptable collateral has been provided. The Seller has the right to charge the Customer reasonable costs arising from processing the collateral.

5 E-INVOICING

5.1 The Customer has the right to select e-invoicing, in which case the Seller shall submit all invoices to the Customer's online bank in electronic format. The Customer is responsible for processing and paying the invoice by the due date. The Seller assumes no responsibility for data transfer between the Customer's bank and the Customer, or for any losses arising from problems in such data transfer. Information about receipt of e-invoices shall be transferred directly from the bank to the Seller, so separate notification to the Seller is not required. More information about e-invoicing is available on the [Seller's Website](#) or from the Customer's bank.

6 ORDER

6.1 The Seller shall deliver the Product based on the Order. The Customer may place an Order on the Seller's Website or by contacting the Seller's Customer Service. The Order is binding on the Customer from the time the Order was placed.

6.2 The Seller always has the right to reject the Order, without any liability for damages to the Customer, by notifying the Customer of this within three (3) Weekdays of receiving the Order.

7 DISTANCE SALES AND LIMITATION OF CANCELLATION RIGHTS

7.1 Unlike in distance sales in general, the Customer does not have the right to cancel the deal in accordance with chapter 6, section 16 of the Consumer Protection Act.

8 DELIVERY AND DELIVERY TIME

8.1 The Seller's normal delivery time for fuel is no more than 1 + 5 Weekdays of receiving the Order, or no more than eight (8) Weekdays of receiving the Order in areas specified on the Seller's Website. For the sake of clarity, it is stated that the Customer is obligated to ensure favorable conditions for a successful delivery from the time of placing the Order. The Seller has no obligation to separately confirm the exact time of delivery.

8.2 The Seller mainly delivers Products on Weekdays. Up-to-date information about delivery practices is available on the Seller's Website.

8.3 The Seller may, at the Customer's request, agree to ensure a shorter delivery time than normal if the Product is available. Deliveries deviating from the normal schedule require special arrangements, and the Seller shall therefore charge its current express delivery fee for delivery times shorter than normal requested by the Customer, an additional fee for an exact delivery time specified at the Customer's request, and/or its current holiday delivery fee if the Customer requests delivery on a day other than a Weekday.

8.4 If the delivery of the Product is delayed due to an action of or neglect by the Customer, the Seller has the right to charge the Customer any additional costs arising from the delay. In such a case, the Seller cannot be held liable for the delayed delivery or the related costs to any extent. The Seller's standard fees for additional costs are available on the Seller's Website.

9 DELIVERY QUANTITIES

9.1 The Seller has determined Minimum Delivery Quantities for its Products.

9.2 At the Customer's request, the Seller can deliver smaller quantities. However, such deliveries are subject to the current additional fee. For fuels, this additional fee is the small order delivery fee.

9.3 The Customer is obligated to check the status of their tanks before ordering a Product to ensure there is sufficient room to store the ordered Products.

9.4 If the ordered quantity of a Product cannot be stored in the Customer's tank, the Seller has the right to revise the unit price of the ordered Product to comply with the actual quantity delivered and charge the Customer the current small order delivery fee, the transportation costs arising from returning the Products, and any other additional expenses incurred by the Seller.

9.5 The Seller's delivery may be 10% larger or smaller than the quantity stated in the Order. Invoicing shall be based on the quantity actually delivered.

9.6 If the Seller delivers less than 90% of the quantity stated in the Order due to a reason not attributable to the Customer, and at least 200 liters of fuel is missing from the delivery, the Seller shall deliver the missing quantity as an additional delivery with a delivery time of no more than five (5) Weekdays.

10 DELIVERY SITE

10.1 The Customer is responsible for ensuring that there is a road to the delivery site, and that the road is in such a condition that a delivery truck can use it safely and without damaging the road. In the wintertime, the road and the unloading site must be sanded and plowed or shoveled so that it is free of snow. If the delivery truck must drive more slowly than normal when entering or exiting the unloading site due to the location of the unloading site, the Seller has the right to charge the Customer any additional costs incurred by the Seller.

10.2 The Customer is responsible for ensuring that delivering the Product (including unloading) in a delivery taking place within the delivery time is possible immediately on arrival of the delivery vehicle at the delivery site, that the Seller has been provided with detailed unloading instructions in connection with the Order, and that the unloading site, equipment, tank(s) and their placement comply with the Laws and the Agreement, and are safely accessible to the person delivering the Product.

10.3 If the unloading site is located at a height of more than 1.5 meters, the site must be equipped with a filling platform of at least 1 x 1 meters that has railings. If the filling platform is at a height of more than 0.5 meters, there must be steps with a railing to the platform.

10.4 The filling openings in all tanks must be clearly marked to avoid mixing different products.

10.5 The Seller has the right to refuse Product deliveries and terminate the Agreement without being in breach of the Agreement if a delivery site does not comply with the contractual terms, if the delivery truck or the Seller's employee delivering the Product is unable to reach the unloading site safely, or if any other defects jeopardize safety at the unloading site.

11 TERM OF DELIVERY

11.1 The term of delivery applied to bulk products is DAT Unloading connector of the Customer's tank, INCOTERMS 2010.

12 PROPRIETARY RIGHT AND LIABILITY FOR RISK

12.1 The proprietary right and liability for risk related to a Product shall be transferred from the Seller to the Customer at the time of the Product's delivery.

13 COMPLAINTS AND NOTICES

13.1 Any complaints and notices related to a delivery are made by calling 0200 80100 (0 cents per minute + local network charge/mobile phone charge from a landline and mobile phone).

13.2 Any complaints related to an invoice must be submitted within seven (7) days of the invoice date. Any complaints submitted after this deadline may be disregarded.

13.3 Any complaints concerning a Product or delivery should be made within eight (8) days, because the quick resolution of error situations serves both the Seller's and the Customer's interests. However, complaints must be made no later than two (2) months after the error has been detected.

13.4 The Seller has the right to charge a fee covering at least the expenses incurred by the Seller for processing an unfounded complaint.

14 HEALTH, SAFETY, AND THE ENVIRONMENT (HSE)

14.1 Material safety datasheets and product specifications can be printed from the Seller's Website. The Seller shall also submit these documents to the Customer by request. Before using the Product, the Customer agrees to study the specifications and ensure that anyone handling the Product has studied the Product's material safety datasheet, and other important HSE-related information about the Product and its handling. The Customer commits to handling and using the Product with sufficient care.

14.2 The Customer is responsible for ensuring that all the permits required for handling and storing the Products are valid, and that the Products are stored with care and in compliance with the current Laws.

14.3 Unless otherwise provided in mandatory legislation, the Seller cannot be held liable for any losses, damage to assets or property, environmental damage, or bodily injury caused by disadvantages characteristic of the Product.

15 TRANSFER OF THE AGREEMENT AND SUBCONTRACTING

15.1 The Seller has the right to freely transfer its rights based on the Agreement. The Seller also has the right to transfer the Agreement or an Order, in part or in full, to a party belonging to the Seller's group of companies or a third party to which the business operations related to the Agreement or an Order are transferred in part or in full by notifying the Customer of this.

15.2 The Seller has the right to use subcontractors to meet its contractual obligations. In such a case, the Seller shall be held liable for the subcontractor's performance as for its own.

16 DISPUTE RESOLUTION AND APPLICABLE LAW

16.1 Any disputes arising from the Agreement or an Order shall be settled at the District Court of Espoo. The Customer also has the right to take legal action at a general district court of a municipality located in Finland, within the jurisdiction of which their place of residence is located.

16.2 The Customer may also take a dispute concerning the Agreement to the Finnish Consumer Disputes Board (www.kuluttajariita.fi). Decisions made by the Finnish Consumer Disputes Board are recommendations by nature. Before taking a dispute to the Finnish Consumer Disputes Board, the Customer must contact the Consumer Advisory Service of the Finnish Competition and Consumer Authority (www.kkv.fi/en/consumer-advice).

16.3 This Agreement is governed by the laws of Finland.

17 CANCELLATION OF AGREEMENT

17.1 Each Party has the right to terminate the Agreement by notifying the other Party of this in Writing if the other Party is in material breach of the Agreement and has not rectified their breach within one (1) month of receiving notice of the breach from the other Party.