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TERMS OF DELIVERY 01/2008

FINNRITILÄ OY'S TERMS OF SALES AND DELIVERY

1. SOVELTAMINEN

1. APPLICATION

These general terms are applied to all Finnritilä Oy's (later referred to as 'the seller') sales and deliveries, unless agreed otherwise.

2. OFFER

The seller's offer is valid as mentioned in the offer. If the period of validity is not mentioned, the period is 14 days from the date of the offer.

The offer and the related pictures, drawings, calculations, and other documents, as well as rights related to them are owned by the seller.

The receiver of the offer does not have the right to use these to the detriment of the seller or give information about them to third parties, or to use the custom-made technical solutions offered in the offer to their own benefit.

3. ORDER

In an offer-based trade agreement comes into effect when the buyer has announced its approval of the offer. In other kinds of trade, an agreement comes into effect when the seller has confirmed the order or delivered the goods, or when the parties have signed a sale agreement.

Should the order of the buyer differ from the seller's offer, a trade is considered to have occurred in accordance with the terms in the seller's offer if the seller has not provided other written confirmations.

The seller has the right and obligation to deliver the product in accordance with the information that the buyer has given to the seller in communication related to the trade.

4. TIME OF DELIVERY

The seller has the obligation to deliver the product to the buyer in accordance with the agreement. If not agreed otherwise, the delivery time is calculated from the latest of the following:

- a) the date of the conclusion of the agreement,
- b) the date of lodging of security or paying and advance payment,
- c) the date of providing the necessary information about the delivery to the seller. When the seller provides the buyer with drawings for acceptance, the buyer must either notify



about acceptance or provide the seller with corrections to the drawings within two working days. The time exceeding this time of two working days shall be added to the delivery time.

The buyer's approval of the drawings confirms the dimensions and structure of the products. Should a placed order be changed, the delivery time is calculated from the date of arrival of the notification of change to the seller, if not agreed otherwise. Changes can be taken into account only if the seller receives the notification about the changes early enough before the commencement of the production of the products or early enough before the dispatch of the goods. Should the changes cause any additional expenses to the seller, the effect of them to the price of the product shall be agreed separately. Partial deliveries are possible.

5. TERMS OF DELIVERY

- 5.1 Free carrier, in the seller's manufacturing plant in 08606 Oelsnitz/Germany.
- 5.2. If the products are shipped free at buyer's premises, Carriage Paid To the destination named by the buyer (CPT Incoterms 2000) is used as the term of delivery. In this case, the buyer is responsible for acquiring the conveying equipment needed for unloading.
- 5.3 If the products are shipped installed, Carriage Paid To the destination named by the buyer (CPT Incoterms 2000) is used as the term of delivery. In this case, the buyer is responsible for acquiring the conveying equipment needed for unloading and for transfer of packages to the location of installation.

6. PACKAGING

The products are packed and placed on pallets, for which the seller shall charge on the basis of a valid rates.

7. TERMS OF PAYMENT

The buyer has the obligation to buy in accordance with agreed terms of payment. The time of payment is calculated from the date of invoicing. If the terms of payment have not been agreed when the agreement was made, the time of payment is 14 days from the invoicing date. If the customer is not eligible for credit, the seller has the right to charge in advance.

8. PENAL INTEREST

Should the payment be late, the seller shall pay penal interest from the due date. The penal interest shall be based on the interest rate applied by the seller. Should the buyer, for other reasons than force majeure, neglects receiving the ordered product on the agreed date, the buyer is anyhow obliged to pay each payment related to the delivery, as if the buyer would have received the given product.

9. RIGHT OF OWNERSHIP

The seller shall retain its right of ownership to delivered products until the whole selling price and penal interests have been paid.

10. DELAY

- 10.1 Should there be a risk that the delivery be late from the agreed date of delivery, the seller shall inform about the reason for and the time of the delay as early as possible.



- 10.2 If the seller does not deliver the product in time, the buyer has a right to receive compensation for the delay.
- 10.3 The damages for delay are calculated for each full week of delay and are 0.5% of the value of the delayed partial delivery. The maximum damages for delay are 5% of the value of the delayed partial delivery.
- 10.4 Should the buyer fail to provide the seller with a written demand for the damages of delay within 14 days after the agreed date of the delivery of the delayed partial delivery, the buyer shall lose its right for the damages of delay.

11. COMPENSATION FOR DAMAGES

The seller is not obliged to pay the buyer for indirect damages related either to a delay or an incorrectness of the delivery nor for other damages caused by a delay.

12. WARRANTY

Sold products have a warranty that covers all defects caused by imperfections in materials or production. The liability of the seller only covers defects about which the seller has been notified within 6 months from the date stated by the seller as the first suitable date of dispatch. The warranty does not cover defects caused by incorrect installation, changes made without a written approval by the seller, incorrect use or use violating the instructions of use, improper correction by the buyer, or normal wear and tear.

13. NOTICES OF DEFECT AND REMINDERS

- 13.1 The buyer has the obligation to inspect the products immediately after their arrival even if they would not be immediately used or even if they would be packed in order to be stored. Should any defects or damages be observed in the received products, the buyer must immediately, or not later than 8 days after the receiving, provide the seller with a written notice. Otherwise, the buyer shall lose its right to refer to a defect or imperfection that the buyer should have observed immediately after receiving the products. The right for notices of defect does not apply to defects that are caused by incorrect handling or storing of the products.
- 13.2 Notices of defect must be given in writing to the seller. A notice of effect must include the grounds of the notice, statement of reasons, and demands for the seller, as well as attachments that shall speed up the processing of the notice, such as photos of the product.
- 13.3 The seller is obliged to inspect a notice of defect and to provide the buyer with a written answer within a reasonable period of time. Should the notice of defect prove to be valid, the seller and the buyer shall agree in writing about correcting measures and related expenses. The seller's liability is, however, restricted to product expenses.



- 13.4 The seller is not liable for paying any indirect expenses related to a notice of defect.
- 13.5 If buyer corrects or assigns a third party to correct damages related to a notice of defect without having a written approval by the seller, the seller shall not be liable for the correct operation or structure of the product nor for expenses related to the corrective measures. The seller is obliged to compensate the buyer only those expenses that are agreed on in writing in advance and that are related to a notice of defect or the correction of defects stated in the notice. The seller shall have the right to either correct the defected product or replace it with a new one. The buyer must send the defective product to the seller in order to get it corrected or to get it replaced. The seller is liable for the delivery of the corrected or replaced products to the buyer and for related expenses.

14. ORDER CANCELLATION

The buyer shall not have the right to cancel an order without a separate agreement.

15. RETURN OF PRODUCTS

Products cannot be returned without a separate agreement. If the buyer wants to return a delivered product, the seller has the right to charge the buyer for related expenses. Products ordered or made in accordance with buyer's specifications cannot be returned.

16. FORCE MAJEURE

Should a force majeure that was unforeseeable for the seller when the trade was completed or a force majeure of a contractor of the seller cause an obstacle for the delivery of a product, both the seller and the buyer have the right to cancel the sale agreement by giving a written notice to the other party.

17. SETTLING DISAGREEMENTS

The primary method for settling contractual disagreements of the seller and the buyer is negotiation. Disputes shall be settled at the district court of the seller's domicile or, should the seller so desire, in a single-judge arbitration court, the arbitrator of which shall be appointed by the arbitration board of the Central Chamber of Commerce, and in which the rules determined by this arbitration board are observed. Finnish law shall be applied in the interpretation of the agreement and in settling disputes.