

GENERAL CONDITIONS OF SALE

All orders shall exclusively be governed by these General Conditions of Sale, unless otherwise stated in writing by our company.

1. TERMS AND CONDITIONS OF DELIVERY AND TRANSPORTATION

- Except any contrary particular clauses, products must be called off regularly, per fairly equal quantities, each delivery forming a separate contract.
- If quantities are not called off in due time, the customer can be summoned to take delivery. Failing this after a further period of 15 days, we are entitled to cancel the contract.
- Products shall be delivered ex-works or warehouses, irrespective of how they are sold. Products shall be transported at the consignee's own risk once they are at his or carrier's disposal.
- Any claim for missing and / or damage must be lodged within the required deadlines by registered letter sent to the haulier, unique responsible.

2. DELIVERY TIMES

- Delivery times are given as a pure indication.
- No delay in deliveries shall call for any form of compensation, penalties whatsoever or cancellation of order.

3. GUARANTEE – LIABILITY

- Products must be inspected as soon as received. In no case will any claim for visible damages be receivable after a maximum of 10 days after receiving the products and by all means before using. A sample of the relevant product taken at the buyer's expense must be joined to the claim.
- Our liability is limited to the replacement or the refunding of any products that do not meet their specification or their standard quality.
- We hereby exclude any and all warranties as to merchantability or fitness of our products for a particular purpose. Buyer shall bear all risks resulting from the use of these products whether used alone or in combination with other products.
- Our liability is strictly limited to the obligations set out above. We shall not be held liable for any other form of compensation whatsoever.
- The buyer shall not be entitled to request that the order be rescinded for any reason whatsoever.

4. PRICES AND TERMS OF PAYMENT

- Irrespective of the modalities of payment agreed upon or used by the buyer, our invoices are payable at Helsinki OP Bank, Finland. Without any agreement on the payment terms, it shall be a 30-days term from the date of the shipment of the products.
- Any outstanding amount not paid by the due date will be subject, from the day following the settlement date displayed on the invoice, to an interest charge amounting to 3 times the official rate of interest.
- We reserve our right to ask for solvency guarantees even during the course of the fulfillment of the contract, to amend the agreed delivery or payment conditions, if these guarantees cannot be delivered, and to cancel the remaining quantities in case of non-payment.
- We shall reserve the right to pass on any changes in national and E.U. legislations.

5. TITLE AND RISKS

- The delivered goods remain our property until entire payment of their price.
- Except in case of bankruptcy, liquidation, receivership of trustee, the buyer may sell or process these products within his usual business activity. The products still remaining in his possession as such will be supposed those being unpaid.
- Risks shall always be transferred upon delivery.

6. FORCE MAJEURE

- Our obligations are automatically suspended in the event of fire, machine breakdown, incidents affecting production, strike or closure of the workshops, delay in supplies and generally in all other cases which can be assimilated to force majeure or fortuitous circumstances.

7. DISPUTES

- This Agreement shall be governed by and construed according to the laws of Finland. All disputes arising from or relating to this Agreement and which the Parties are unable to resolve amicably between themselves, shall be finally settled according to the Rules of Arbitration of the International Chamber of Commerce by one arbitrator appointed in accordance with the said Rules. Place of Arbitration shall be Helsinki, Finland. Language of Arbitration shall be English.

Valid as of March, 2016