

FINNEASY CONDITIONS OF SALE

1. Validity

These conditions are subject to any special stipulations set out by FinnEasy Oy (hereinafter "FinnEasy") in the Agreement documents. The said conditions and stipulations shall prevail unless otherwise agreed in writing.

2. Specifications

All quotations for goods are made in accordance with FinnEasy's specifications at the time of order. FinnEasy continuously develops its products and its product portfolio. Consequently, the design, components and detailed specifications of the Products may change over time and/or the Products may be replaced by newer generations of products. It is understood and accepted that such changes may occur, and that unmodified Products may not be available and that modified and or replaced products will be Products under this Conditions of Sale document on the condition that the modified or updated product meets the overall functional specification of the original Product.

3. Price

FinnEasy reserves the right to undertake reasonable price adjustments in case of fluctuation of cost with thirty (30) days' notice (unless otherwise agreed in writing). The adjustment will be applied also to orders already received and confirmed, if the confirmed delivery time is longer than thirty (30) days. Any change of the prices shall be notified to the Buyer by registered letter, fax or e-mail.

4. Delivery

The order becomes binding once FinnEasy has confirmed it. Unless otherwise agreed, deliveries shall be ex-works, in accordance with Incoterms 2000. Where the Buyer fails to give FinnEasy adequate instructions for dispatch, or otherwise delays delivery, FinnEasy shall be entitled to store, dispose of or reallocate the goods without being responsible for any loss and at its option to charge for any costs arising and/or to cancel the order.

5. Force Majeure

FinnEasy shall not be under any liability in respect of any delay in delivery arising from Force Majeure including, but not limited to, industrial or labor disputes, riots, mobs, fires, floods, wars, civil strife, embargoes, shortages of labor, materials, power, fuels, or means of transportation, whether affecting the FinnEasy or any subcontractor, or for circumstances caused by reasons of law, regulations or orders and lack of permission of any government or competent Authority. Any delay caused by such conditions shall be excused and FinnEasy may claim extension of time for as long as such conditions continue. During the period in which delivery of the goods cannot be made for any abovementioned reason the Buyer shall be entitled, after giving FinnEasy written notice of its intention to do so, to purchase products elsewhere at its own cost and risk and FinnEasy shall not be obliged to make up deficiencies which have arisen as aforesaid. If a delay exceeds three months, FinnEasy and the Buyer may cancel the Agreement without incurring any liability therefor.

6. Payment

a. Unless otherwise agreed, the Buyer shall make full payment in Euro to FinnEasy by wire transfer with immediately available funds or by confirmed and irrevocable Letter of Credit (L/C) payable at sight in Helsinki.

b. FinnEasy Charges interest for late payment as outlined in Orgalim S 2022 - Europe's Technology Industries General Conditions for the Supply of Mechanical, Electrical and Electronic Products.

7. Claims

No claim for shortage or damage will be considered unless received in writing by FinnEasy within (whichever occurs earlier) the warranty period or 14 days from the date when the Buyer became aware or should have reasonably become aware of the shortage or damage.

8. Warranty

FinnEasy warrants that the products conform with the specifications. The warranty period is 24 months from the date of delivery for metal parts (non-consumable parts). As an exclusive remedy for the product that breaches the warranty, FinnEasy shall, at its option, replace the product at its own cost with new product or refund the purchase price of any product which within warranty period, are found to be in breach of the warranty, provided that the goods are returned to FinnEasy's designated factory freight prepaid, and FinnEasy is informed immediately, when the breach of warranty becomes apparent and the same is shown to FinnEasy's reasonable satisfaction to be due to its faulty workmanship or defective materials.

No other warranties, express or implied, are made or will be deemed to have been made by FinnEasy and FinnEasy neither assumes nor authorizes any other person to assume for it any other obligations or liabilities in connection with the distribution and sale of the products or otherwise. This condition shall replace and exclude all common law or statutory warranties, undertakings, statements, representations or conditions whether express or implied. FinnEasy shall not be liable in contract or tort for any indirect, consequential or economic loss (whether relating to quality, dispatch, and delivery or otherwise). The Buyer will assume responsibility for and hold and save FinnEasy harmless from all claims (including but not limited to claims resulting from acts of negligence on the part of the Buyer), liabilities, demand, costs or expenses or the like which may be incurred by third party claims related to the products. The Buyer shall maintain during the term of this Agreement adequate insurance to cover its obligations under these conditions.

9. IPR and confidentiality

All intellectual property rights in all products and FinnEasy documents (including drawings and artwork) furnished to the Buyer shall at all times remain vested in FinnEasy and neither the documents nor their contents shall be used without FinnEasy's express written consent for any purpose other than that for which they were furnished. The Buyer undertakes to keep confidential and not to use for any other purpose than the purpose of the agreement between the parties any information received from FinnEasy based on the agreement or otherwise regardless of the form of the information. The Buyer hereby acknowledges that the exclusive ownership of FinnEasy in and to all trademarks, trade names, product designations, patents, design patent rights, models and similar rights now in force or coming into force on a later date whether registered or unregistered or acquired under common law as a result of usage, which are related to any Product manufactured by FinnEasy.

10. Taxes, duties, fees, charges

The quoted price is exclusive of all taxes, duties and fees and charges of any kind in the country of destination. Such taxes, duties, fees and charges are payable by the Buyer.

11. No Waiver

FinnEasy's failure to insist adherence of a certain condition in any specific situation, shall not be deemed a waiver of such condition and shall not prevent FinnEasy from insisting adherence of such condition thereafter.

12. Governing law and dispute resolution

These conditions and any other agreement between the parties shall be governed by the laws of Finland excluding its choice of laws provisions. Any dispute, controversy or claim arising out of or relating to these conditions or agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce by sole arbitrator. The place of arbitration is Helsinki, Finland and the language shall be Finnish.

13. Orgalim S 2022

Orgalim S 2022 "General Conditions for the Supply of Mechanical, Electrical and Electronic products" (hereafter Orgalim S 2022) shall apply if not otherwise agreed in the Agreement documents or determined in these conditions. Therefore, should there be a conflict between these conditions and Orgalim S 2022, these conditions shall prevail.