

## Suomen Myymäläkaluste Oy General Delivery and Warranty Conditions from 1 December 2022

### 1. SCOPE OF APPLICATION

- a. These General Conditions of Delivery apply to offers and contracts made by Suomen myymäläkaluste Oy to its customers.
- b. In the General Conditions of Delivery, "buyer" means the purchaser of the device, "seller" Suomen myymäläkaluste Oy and "product" means the object of purchase.

### 2. PROPERTIES OF THE PRODUCTS

- a. The information regarding the appearance, structure or technical properties of the products defined in the brochures attached to the offer or on the website are binding on the seller as stated. The mentioned matters can only be deviated from by separate agreement. Due to continuous product development, the seller reserves the right to make changes to the products.

### 3. AGREEMENT RELATING TO THE PRODUCT

- a. The contract between the buyer and the seller is considered to have been formed when the buyer has informed the seller that he/she accepts the written or oral offer. The offer is always confirmed separately with a written order confirmation between the buyer and the seller.
- b. Changes to the concluded contract must be made in writing, for example by e-mail.

### 4. VALIDITY PERIOD OF THE OFFER

- a. The offer is valid for one (1) month after submitting the offer unless the seller states otherwise with the offer.

### 5. PRICES

- a. Prices are stated in euros without VAT. Value added tax is added to the prices and delivery charges according to the applicable tax rate.
- b. Delivery terms are free in our warehouse or by agreement. Freight costs included in the order and any other costs (e.g., packaging and small delivery surcharges) remain to be paid by the buyer, unless expressly agreed otherwise.
- c. Delivery fees and small delivery surcharge
  - i. Freight costs and the transport insurance fee are always confirmed separately with the order confirmation. Freight costs are charged according to the amount of furniture and the number of pallet meters. The main freight operator is Kaukokiito Oy, which can also use local subcontractors if necessary.
  - ii. Small delivery surcharge of €5.00 (VAT 0%) for deliveries with a value of less than €100.00 (VAT 0%).
  - iii. The buyer can return the old, decommissioned devices to the seller for a separately agreed compensation. The seller is not responsible for the recycling or disposal costs (WEEE) of products intended for business use.
  - iv. The hauling and installation of the furniture, which may be related to the delivery, will be charged according to the prices confirmed separately by the seller.

### 6. PAYMENTS AND PENALTY INTEREST

- a. Payments are made only against an electronic invoice. The buyer must provide up-to-date billing information to the seller no later than when processing the order confirmation.
- b. The payment term is 14 days net, or another payment term mentioned separately on the invoice. In the event of a delay in payment, the buyer is obliged to pay the penalty interest determined by the Bank of Finland in accordance with the Interest Act.
- c. The start date of the payment period is the date of the invoice.

### 7. PRODUCT DELIVERY

- a. The seller guarantees that the delivered products are of the quality shown in the offer and contract documents. All delivered products are inspected and tested by the seller before the equipment is delivered unless something else has been separately agreed upon.

- b. In exceptional situations, after notifying the buyer, the seller can replace the products according to the contract with replacement products when the purpose of these is to replace the agreed product. Replacement products must meet the minimum requirements agreed in the contract, with the buyer's separate written approval.
- c. The buyer is obliged to perform the delivery inspection of the new device to the best of his ability. The receiving inspection and any comments on the error or deficiency in the product must be made immediately upon receipt of the goods, and the freight company must be asked to mark a reservation in the consignment note if transport damage is found in the device.
- d. By putting the product into use, the buyer has accepted the product.
- e. The possible return of a defective or incorrectly delivered product must always be agreed with the seller. The agreed return takes place at the seller's responsibility and expense, provided that the product is properly packed in a manner similar to the original packaging or at least on a pallet.
- f. Amount of refund when returning
  - i. If it is a mistake in the buyer's order, the seller will reimburse the buyer 80 % of the purchase price of the product and 50 % of the delivery fee.
  - ii. If it is the seller's mistake, the seller will refund the buyer the full price of the product.
  - iii. The right of return only applies to devices that are part of the warehouse sales program. Custom-made products made for the customer or products ordered separately from the factory cannot be returned.

#### **8. DELIVERY TIME AND DELIVERY DELAYS**

- a. The delivery time is counted as starting from the date of the conclusion of the purchase agreement. The contracting parties of the transaction are obliged to confirm to each other the delivery time based on the best estimate at the time of concluding the agreement. The mutually agreed delivery schedule must be recorded in the order confirmation related to the contract.
- b. The seller is not responsible for possible delivery delays caused by disturbances related to the operation of the transport company and the direct or indirect costs incurred to the buyer, unless separately agreed in writing.
- c. The contracting parties must make a written notification if the delivery or reception of the product will obviously be delayed, in which case the parties will agree on a new delivery date.

#### **9. GROUNDS FOR EXEMPTION**

- a. Exemption grounds (force majeure) are considered to be an event preventing the fulfillment of an agreement, and which occurred after the agreement was formed, unusual and affecting the matter, which the parties to the agreement had no reason to take into account when concluding the agreement, and which is independent of the parties to the agreement and whose preventing effect cannot be removed without unreasonable additional costs or unreasonable waste of time.
- b. The buyer and the seller must notify about the transfer of the delivery time within seven (7) days of the occurrence of the obstacle, otherwise he/she may lose his/her right to extend the delivery time. The parties separately agree on the effect of the delay on the delivery and the related costs.

#### **10. TRANSFER OF OWNERSHIP**

- a. Ownership is transferred from the seller to the buyer when the product is fully paid for. If the buyer neglects to receive the goods ready for delivery on the due date, and unless otherwise agreed, he/she is nevertheless obliged to make the payment that has been made dependent on the delivery. If the seller takes care of storing such a product, it is done at the buyer's responsibility and expense.
- b. The risk of damage is transferred to the buyer when the product has been delivered in accordance with the contract terms.

#### **11. WARRANTY**

- a. The warranty for all devices is one (1) year, unless otherwise stated/agreed.
- b. The warranty only applies to devices sold to the Finnish economic zone (including Åland).
- c. The warranty terms apply to products that are specified in the documents handed over in connection with the sale, such as the offer, contract, or its appendices.
- d. The sales invoice serves as a warranty certificate if necessary.

- e. Work performance for work under warranty is always ordered from Suomen myymäläkaluste Oy. The warranty does not cover or replace maintenance work ordered by others. Warranty work is performed during normal working hours from Monday to Friday between 8 am and 4 pm.
- f. All deviations from these warranty conditions are always agreed separately and in advance before the work is performed.
- g. The warranty notification must be made immediately upon the appearance of the defect. All defect reports are made to the seller.
- h. Whether an unclear error/damage is covered by the warranty is decided during an inspection by the seller or a service shop authorized by the seller. The seller can request parts for their investigations before the warranty issue is finally resolved. When the buyer orders warranty service from the seller, the following information must be provided:
  - i. Device model
  - ii. Serial number
  - iii. Device location
  - iv. Short description of the fault (and possible contact person)
  - v. If the device cannot be serviced at the destination, it will be transported to the office specified by the seller for a separately agreed compensation.
- i. Based on the warranty, the seller will repair free of charge device defects due to design, manufacturing and material defects that have become apparent during normal use of the product, following the instructions for use, and which have been notified to the seller during the warranty period immediately after the defect has appeared.
- j. At their choice, the seller can replace or repair a defective product under warranty free of charge. It should be noted that replacing the device with a new one does not increase the warranty period. The warranty covers the parts and labor of the warranty service. The warranty does not cover travel costs. Based on the warranty, transport costs, rental costs, costs resulting from the inconvenience caused, or other indirect or direct costs or damages are not compensated. The costs incurred for the investigation and repair of defects not covered by the warranty reported to the seller will be invoiced separately.

## 12. LIMITATIONS ON WARRANTY

- a. The warranty does not cover damage caused by normal wear and tear, lack of proper maintenance or other improper use of the product. The warranty also does not cover parts that easily break/damage in normal use, such as light bulbs, glass doors, glass and mirror surfaces, lamp lighters or other parts that can be removed by hand.
- b. The warranty does not cover defects caused by:
  - i. Transporting the device
  - ii. Due to user carelessness or device overload
  - iii. Neglecting the instructions given in the user manual, such as insufficient cleaning of the refrigerator's condenser
  - iv. When the operating environment exceeds normal conditions, which are at most
    - 1. ambient temperature +25 °C
    - 2. relative humidity 60 %.
  - v. There are heating or air conditioning devices located near the refrigerator, the device should not be placed in direct sunlight either.
  - vi. Changes in operating conditions, such as voltage fluctuations (more than +/- 10%), lightning, fire, or other accidents due to maintenance or repair work performed elsewhere than at an authorized repair or maintenance shop.
  - vii. Incorrect installation or installation contrary to the device's instructions
  - viii. Changing or removing parts of the product, unless the measure is recommended by the seller

## 13. USER TRAINING

- a. Any product usage training provided by the seller is always agreed upon separately.

## 14. TERMINATION OF AGREEMENT

- a. The buyer may cancel the contract to the extent that it concerns a product that could not be put to the intended use, if

- i. the seller's performance is not in accordance with the contract and despite the buyer's notice, the deficiency cannot be rectified.
  - ii. The seller is in such a financial state, or the contractor is at such a stage that it cannot be expected that the seller will fulfill the obligations according to the contract.
- b. The seller may cancel the contract if the buyer's performance is not in accordance with the contract and the deficiency cannot be corrected despite the seller's notice.

#### **15. DISAGREEMENTS**

- a. Possible disputes arising from these terms of delivery, their amendments and additions and other related legal relations are always primarily resolved through negotiations between the parties. If a negotiation result is not reached within a reasonable time, the dispute will be resolved in the arbitration procedure under the Helsinki Chamber of Commerce in accordance with the laws in force.

#### **16. GENERAL SPECIFICATIONS**

- a. After the written agreement is created, the agreement with its appendices is the only mutually recognized document and cannot be changed unilaterally.
- b. All notifications regarding the fulfillment of a written contract are made in writing or using electronic communication.
- c. In the contract, the contract/order number or other identifier and the names of the parties must be mentioned, in the invoices also the description of the goods and the delivery address.
- d. Other terms:
  - i. Technical Trade's general terms and conditions of sale (TKL Yleiset 2010).