

General Terms of Delivery of Wooden Columns 2019

1. Scope of Application

These General Terms of Delivery of wooden columns ("General Terms") shall apply to all deliveries of wooden columns made by Tehomet Oy ("Seller") to the customer ("Purchaser"), unless otherwise agreed between the Seller and Purchaser in writing.

These General Terms shall become part of the delivery agreement (meaning a legally binding agreement based on either a written agreement between the parties or "offer and acceptance" -procedure in which case the offer submitted by the Seller must be accepted without additional conditions) by a reference in offer, order confirmation, technical documentation or if otherwise accompanied with the delivery.

These General Terms shall be available at Seller's web page www.woodenpoles.com and in Seller's places of business. In addition, these General Terms shall be available on request free of charge from the Seller.

2. Term

These General Terms shall be applicable since 10.3.2017 and shall be valid for an indefinite period. The Seller shall be entitled to modify these General Terms by issuing new general terms of delivery on Seller's web page.

Orders, which have been placed prior to Seller's above mentioned modification of general terms, shall be subject to general terms valid by the time of placing an order.

3. Products, Prices

The products purchased and delivered in accordance with these General Terms ("Products") shall be specified in the delivery agreement, Seller's respective offer, written order confirmation or other Seller's technical documentation. Technical features of the Products shall be described in the Product's technical documentation.

Prices for the Products shall be in accordance with the Seller's price list valid on the date of delivery. All prices are excluding value added tax, which shall be added to the price and will be invoiced from the Purchaser in accordance with then valid applicable legislation.

4. Ordering procedure

The Purchaser shall place binding, written purchase order to the Seller.

Purchaser's order becomes binding to the Seller, when the Seller has sent its written order confirmation or delivered the Product to the Purchaser.

5. Delivery

Unless otherwise agreed between the Seller and Purchaser, the term of delivery shall be Ex Works (EXW INCOTERMS 2010) Seller's warehouse in Parikkala, Finland or other agreed warehouse of the Seller.

The Seller shall be entitled to invoice the Purchaser of any accrued delivery costs.

Unless otherwise stated in the respective order confirmation, the Seller shall deliver the Products at the latest within sixty (60) days from the date of sending a written order confirmation pursuant to section 4 to the Purchaser.

In the event that the Seller is not able to deliver the Products within the agreed time due to an obstacle preventing the delivery, the Seller shall promptly notify the Purchaser thereof. Should the delay, caused by a reason other than Force Majeure or any reason attributable to the Purchaser, cause remarkable costs or essential harm to the Purchaser, the Purchaser shall be entitled to cancel the delayed order in question. If the Purchaser does not cancel the order, the delivery time will be postponed by a reasonable time taking into consideration all the circumstances of the case. The Seller shall not have any liability to pay any compensation of damage caused by non-delivery or delay in delivery, unless otherwise agreed in writing between the Seller and the Purchaser.

The Purchaser shall be responsible to obtain all permits and approvals needed for the use of the Products (if any).

6. Purchase Price

The purchase price, including any applicable delivery costs or other related payments ("Purchase Price") shall be paid by the Purchaser within fourteen (14) days net from the date of invoice, unless otherwise informed by the Seller. The date of invoice shall be the date of delivery.

Purchase Price shall be considered paid when the payment has been credited in full to the Seller's designated bank account.

Should the Purchaser fail to pay by the due date, the Seller shall be entitled to late interest from the day on which payment was due in accordance with the applicable legislation. In addition, the Seller shall be entitled to collect reasonable collection charges from the Purchaser.

Should the Purchaser fail to take delivery at the agreed time, the Seller shall be entitled to compensation for the warehousing costs or any extra expenses incurred.

Should the Purchaser be in delay of payment of the full Purchase Price, part of it or any other payment obligation of the Purchaser, the Seller shall be entitled to refrain from any respective deliveries, until the Purchaser's due payments have been paid in full. Additionally, the date of delivery shall be postponed correspondingly, in which event the Purchaser shall not have any right to present any claims or demands due to postponement or cancel the order.

7. Title

The title to the Products shall transfer to the Purchaser, until the Products are paid in full (including Purchase Price and any other payment obligations of the Purchaser with relation of the purchase).

The Seller is entitled, before any delivery of the Products, without further justification, to demand a bank guarantee or other similar security in a form and value acceptable to the Seller as a security for the correct payment of the Products to be delivered.

Risk of title and risk of loss shall transfer to the Purchaser in accordance with the agreed delivery term, unless otherwise stipulated in order confirmation.



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8. Warranty, Defects in Products

The Seller grants warranty for structure and components in delivered Products for a period of two (2) years from the date of original delivery date.

The Seller warrants that the usability and quality of the Products conform to the delivery agreement and technical documentation during the warranty term, however taking into account the natural abrasion and changes in the Products which are resulting from Product's characteristics, biological origin and properties (Product placed outdoors is influenced by foto chemical, moist physical and mechanical stress. Environment where products are installed will also affect significantly to changes on Product). If the Product does not correspond to the technical documentation, a defect is deemed to exist. Warranty is valid if the Product is used carefully according to Seller's instructions for use, only for its original purpose, and by following the Seller's instructions regarding Product maintenance. Frequency of Product maintenance depends on prevailing conditions. The Seller shall not be responsible for any defect caused by faulty installation, installation guide not regarded, normal wear and tear or deterioration, improper use of Product, damages caused by Purchaser's neglect of its maintenance duty, or Purchaser's or any third party's modifications of Product or neglect of duty. In addition, the validity of the warranty is subject to Purchaser's notification of the defect in accordance with section 9.

Warranty does not apply to defects caused by any unforeseen and unanticipated circumstances or events, such as vandalism, accidents, natural forces or animals.

The Purchaser shall, upon Seller's request, send the defective Products to the Seller on Seller's costs.

If a defect attributable to the Seller is deemed to exist in the Product or in the delivery within the two-years (2) warranty period, the Seller may, upon its sole discretion, either within a reasonable time correct the defect and submit corrected item to the Purchaser, provide new similar product or compensate the purchase price for the Purchaser.

Any costs which arisen due to delivery of the defective Product to warranty repair, shall be borne by the Purchaser. Any warranty repair costs arising in connection with travel, transportation and any other related costs shall be borne by the Purchaser.

Unless otherwise stated in the mandatory legislation, the expressed warranties granted under this section "Warranty, Defects in Products" are the sole and exclusive remedy given by the Seller to the Purchaser in respect of defects in Products or defects in delivery, and the Purchaser shall not be entitled to any other compensation. The Seller shall not, in any event, be liable for any damages caused by defects in Products or delivery.

9. Inspection of Products, Reclamation

After the Product is delivered to the Purchaser, the Purchaser shall inspect the delivery as soon as possible, however not later than within fourteen (14) days from the date of delivery or from the date when the Products have been available for Purchaser's use in accordance with these General Terms. The Purchaser shall notify of a defect (including defect under warranty terms set forth in section 8) on reasonable time, however not later than within seven (7) days from the date when the Purchaser has noted the defect or when he should have noted it.

The delivery and the Products are deemed to be accepted, unless the Seller has within fourteen (14) days from the date of delivery or from the date when the Products have been available for Purchaser's use in accordance with these General Terms received the Purchaser's written reclamation specifying in detail the alleged defect in Product or delivery.

10. Intellectual Property Rights

Any and all intellectual property rights to the Products shall remain solely with the Seller, and the Seller does not transfer any intellectual property rights or copyrights of the Products to the Purchaser. In the event that the Purchaser participates in Product planning, the Purchaser shall be liable to indemnify the Seller against any allegations that the Purchaser's plan or solution would infringe any third party's intellectual property rights.

11. Limitation of Liability

Seller's liability hereunder shall be limited to direct damages as stipulated in these General Terms and such aggregate liability shall in no event exceed the Purchase Price paid by the Purchaser. In the event that the Purchaser resells the Products, shall the Purchaser be responsible for the delivery to its customer. Seller's liability shall be limited to the provisions of these General Terms.

SELLER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR LOSS OR PRODUCTION, LOSS OF PROFIT, DOWNTIME OR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY FITNESS FOR PARTICULAR PURPOSE.

12. Force Majeure

The Seller shall not be liable to perform its duties or to pay any compensation, if the Seller's non-performance is due to a Force Majeure event suffered by the Seller or its subcontractor (Force Majeure Event). Force Majeure Event shall mean an impediment beyond the control of the Seller or its subcontractor, which prevents performance of such party's obligations and the consequences of which such party could not reasonable have avoided or overcome. A Force Majeure event can be, for example interruption of energy distribution, fire, thunderstorm, other natural phenomenon or any other exceptional reason beyond the control of the Seller or its subcontractor.

If the performance of obligation is delayed due to any of the above mentioned reasons, the time for performance shall be extended by a period which is reasonable having regard to all the circumstances of the case.

13. Applicable Law and Jurisdiction

These General Terms shall be governed by the laws of Finland, excluding its choice of law provisions. All disputes shall primarily be attempted to be resolved by negotiations between the parties.

Any dispute, controversy or claim arising out of or relating to these general terms, or the breach, termination or validity thereof shall be settled by the district court of Etelä-Savo, Finland, unless the Seller wants to proceed in the general court of the Purchaser's domicile.

