

## **LVI-WaBeK Oy's general terms of sales and delivery as of 8 Nov 2013**

### **1. COVERAGE**

These terms of sales and delivery are in effect if no other written contract has been made. These delivery terms are in effect until further notice. LVI-WaBeK Oy has the right to change these terms of sales and delivery as it sees best. In these terms LVI-WaBeK Oy is the seller, while the client is the buyer.

### **2. PRICES**

The prices are based on the seller's price lists that are in effect on the date of delivery. For products other than stock products the pricing will be agreed upon separately. The currently valid value added tax (VAT) will be added to prices in domestic trade. The prices do not include costs caused by delivery, insurance, installation, assembly and/or other services. The buyer procures the insurance covering the delivery if nothing else has been agreed upon. The seller has the right to revise prices after the contract has been made if, before the day of delivery, there are changes in exchange rates that immediately effect import prices, prices of raw materials, taxes or other costs independent of the seller. If the exchange rate has not been named separately in the offer, the price is based on the exchange rate published by the European Central Bank that is valid on the date of the offer. If this rate is changed, the seller has the right to revise the price in euros for that part of the purchasing price that has not yet been recorded as paid to the seller's account at least one workday prior to the day the rate changed.

### **3. SMALL ORDER SURCHARGE**

An invoice fee of 5€ (VAT 0%) is added to the buyers orders if their net total is less than 20€ (VAT 0%).

### **4. VALIDITY OF THE OFFER AND DOCUMENTS DELIVERED BY THE SELLER**

The seller's offer is valid during the time named in the offer, or if the time of validity has not been named, the offer is valid for 30 days beginning from the date of the offer. A spoken offer does not bind the seller unless it has been validated in writing. Documents delivered by the seller or the information in them must not be passed on to a third party without the seller's written approval. The seller is not liable for infringements of the rights of the client or a third party that are caused by the use of blueprints, models, instructions or other such documents delivered by the client.

### **5. WHEN A CONTRACT BECOMES EFFECTIVE**

In other than offer-based sales the contract is made when the seller has confirmed the order or delivered the merchandise. When the seller has made an offer for the deal, the sales agreement is made when the buyer has given their approval to the seller's offer without any changes and/or reservations.

### **6. VALID DELIVERY TERMS**

If nothing else has been agreed upon, the Finnish delivery term NOL (picked up from the seller's warehouse or, in cases of ex-works deliveries, from the factory's warehouse) will be

used in domestic trade. In international ex-works deliveries, the delivery term EXW (warehouse of the delivering factory) will be used.

## **7. WARRANTY**

The buyer must report any flaws in delivery in 7 days' time beginning from the moment the merchandise is received. The products are granted warranty according to these terms of delivery. The period of warranty is the period warranty named by the manufacturer of the product. The period of warranty is named in the documents delivered with the products or on the manufacturer's web page. If delivery details have been agreed upon directly between the client and the manufacturer of the merchandise, reclamations must be directed to the manufacturer and the manufacturer is liable for the warranty. The seller, according to their own choice, commits either to delivering a new product at no extra charge, to repair the flawed product at no extra charge or to refund the product's invoice price to a reasonable extent, either partly or in its entirety, to the buyer. The warranty is voided if: a) The seller's instructions on storing, placing, installation, assembly, control, maintenance and/or usage have not been followed in their entirety; b) the buyer or a third party has, without the seller's written approval, manipulated or altered the products delivered by the seller; c) the buyer has not fulfilled their obligations towards the seller. The product's warranty does not cover damage inflicted during delivery. The buyer must deliver the flawed product or part to the seller if the seller so requests. Unless something else is stated in the manufacturer's terms of warranty, repairing the product or delivering a new product does not extend the product's period of warranty. A warranty-based claim must be represented to the seller in writing, during the period of warranty and in 7 workdays' time from the moment when the flaw covered by the warranty was noticed. As for consumer trade practised by retailers, warranty-based claims must be made during the period of warranty and in 2 months' time from the moment when the flaw covered by the warranty has arisen. The manufacturer's terms of warranty limit also the seller's and the manufacturer's liability for flaws. If no broader liability is named in the manufacturer's terms of warranty, the seller/manufacturer will refund only delivery costs related to removing the flaw. The seller/manufacturer is not committed to compensating for other direct or indirect damages.

## **8. PROPERTIES OF THE MERCHANDISE**

The merchandise must fulfil all requirements named in valid laws and terms by the time of delivery. If these are changed after the seller has made their offer, the contract must be changed if the change affects costs, delivery time or other contractual conditions. The seller is liable for the product's quality and other properties only in accordance with the information defined in the contract. The seller is liable for the validity of the information given to the buyer regarding the usage and delivery of the product.

## **9. DELAY**

The seller and the buyer must immediately inform one another if their fulfilment will be delayed. The reason must be stated as well. The buyer has no right to require the seller to deliver the merchandise if the conditions between the seller and the buyer have changed substantially since the date of the original contract. A delay does not give the buyer a right to default on paying the invoice. However, the buyer does have the right to annul the contract

with a written notice if the seller, after the aforementioned delay, is still not able to deliver merchandise that fulfils the contract's requirements within a reasonable period of time that has been agreed upon in writing with the buyer. However, this annulment requires that the buyer has filed a complaint to the seller in 7 days' time, beginning from the new delivery time named by the seller. If the delay is caused by the seller and all parties have agreed upon a binding time of delivery in writing, the buyer has the right to receive compensation for the direct damages caused by the delay. The amount of compensation is at most 0,5 % of the delayed products' value per each full week after the date of delivery. However, the compensation is at most 7,5 % of the delayed products' value (VAT 0 %). Any claims for compensation must be made in 7 workdays' time beginning from the date of delivery. The seller is not liable for delivery delays caused by the seller's supplier. Delivery times will also be extended by the time the buyer is late from fulfilling obligations named in the contract or whose fulfilment otherwise and reasonably belongs to the buyer.

#### **10. PERSONAL OR MATERIAL DAMAGE CAUSED BY THE MERCHANDISE**

The seller is not liable for any damage caused by a product they delivered that is inflicted on real property or personal estate or that is the result of such damage. Neither is the seller liable for damage caused by a product they delivered that is inflicted on a product manufactured by the buyer or a product that contains a product manufactured by the buyer. If legal action is taken against the seller, requiring action and/or compensation for damage of the aforementioned kind caused by the product, the buyer commits to freeing the seller from liability, to defend the seller at the buyer's own expense and to pay all costs and damages ordered by the court as well as all costs caused by the trial (including legal expenses). The seller is liable for damage caused to a private person by a product they delivered if the seller is liable for the damage according to product liability laws, and will pay for these damages according to product liability laws. In other cases the seller instructs said person to direct their complaints to the party that is liable for the damage caused by the product according to product liability laws.

#### **11. LIMITATION**

The seller is liable for compensating only for the direct damages caused to the buyer that are named in these terms of sales and delivery. The seller is not liable for compensating for other direct damages. The seller is not liable for compensating for indirect damages to the buyer.

#### **12. PAYING THE PURCHASING PRICE AND BUYER'S REPORTING RESPONSIBILITY**

If the time of payment has not been agreed upon separately, it is fourteen (14) days' net. The time of payment begins from the invoicing day. If some part of the invoice is flawed, its flawless part must still be paid by the due date. If even one invoice has fallen due and left unpaid or if the buyer has been filed for reorganisation or bankruptcy or if the buyer is otherwise insolvent, all invoices from the seller to the buyer become due at once if the seller so in writing demands, no matter the due dates named in the invoices. The buyer must pay the invoice according to these terms even if the buyer would contest the delivery. A client with credit must report to the seller if their solvency is reduced.

#### **13. PENALTY INTEREST AND COLLECTION CHARGES**

If a payment is delayed, a 16 % penalty interest will be charged for the period of delay. For consumer clients, however, a penalty interest valid at the time and based on the interest law will be charged. The seller also has the right to charge reasonable collection charges.

#### **14. THE BUYER'S COLLATERAL SECURITY AND THE SELLER'S RIGHT NOT TO DELIVER THE MERCHANDISE**

If the use of collateral security has been agreed upon, it must be given to the seller before beginning the delivery. The seller has the right to demand guarantee for the payment of the purchasing price also after this if justified reasons exist for assuming that the purchasing price or a part of it will be left unpaid. The seller has the right not to deliver the merchandise if the buyer has not paid due-fallen invoices sent by the seller to the buyer in their entirety, if the buyer has not given the agreed or requested security to the seller or if the buyer's credit limit has been exceeded or is threatening to be exceeded. The seller's right not to deliver the merchandise is in effect until the aforementioned problems have been solved. The buyer has no right to claim for compensation for these delays.

#### **15. OWNERSHIP AND RISK**

Ownership of the merchandise is passed on to the buyer when the merchandise is fully paid. The risk, however, is passed on to the buyer when the merchandise is received, even if the purchasing price has not been paid yet. The buyer is liable for taking care of the merchandise during the seller's period of ownership and for insuring it at the buyer's own expense. If invoices have fallen due and the merchandise has not been installed, the buyer is liable for returning the unpaid merchandise at their own expense.

#### **16. ACCEPTANCE-, INSTALLATION- AND USAGE INSPECTION**

When receiving the merchandise, the buyer or the buyer's representative must inspect the merchandise to see that it is in accordance with the dispatch list and outwardly undamaged. Damage received during delivery and deficiencies noticed when receiving the merchandise must be reported to the carrier immediately. A note of damages and deficiencies must be made in the waybill, and an appropriate notice of defect must be made to the seller. If the client is liable for the risk and the merchandise disappears, deteriorates or is destroyed or diminished for reasons independent of the seller, the client must still pay the purchasing price.

#### **17. FREIGHT**

Freighting is charged according to separate bases for charging cargo.

#### **18. RETURNING THE MERCHANDISE**

Merchandise delivered via the seller's warehouse may not be returned before agreeing upon the return with a representative of the seller, and the merchandise must be returned immediately after the agreement. The seller does not refund merchandise that is returned without an agreement. In order for the return to be accepted, the merchandise along with its packing must be completely flawless and returned to the seller's warehouse with the freight paid. 25 %, but at least 30 euros (VAT 0 %) will be subtracted from the refund value of an accepted return in order to cover handling and other costs. Returns to the manufacturer will be

processed according to the manufacturer's terms, and the buyer will be refunded after the manufacturer has refunded the return to the seller.

#### **19. THE BUYER'S RIGHT TO ANNUL A CONTRACT**

The buyer has the right to annul a contract's flawed or delayed part if the seller's delivery deviates substantially from what was agreed upon and the deficiency is not corrected within a reasonable period of time even if the buyer has made a written complaint in seven (7) workdays' time, beginning from the day the merchandise was received. The buyer also has the right of annulment if the delivery is delayed substantially for a reason dependant on the seller, with this delay causing unreasonable harm to the buyer, and the seller does not deliver the merchandise within a reasonable period of time following the buyer's written complaint. If the merchandise has been manufactured or acquired especially for the buyer according to their wishes and instructions and the seller cannot use the merchandise to their benefit in some other way without considerable losses, the buyer is allowed to annul the contract only if the delay caused by the seller substantially prevents the buyer from reaching the purpose of the deal.

#### **20. THE SELLER'S RIGHT TO ANNUL A CONTRACT**

If the purchasing price's payment or a part of it has fallen due, the seller has the right, according to their choice, to either annul the deal in its entirety or to annul the part of the deal that relates to merchandise that the buyer has not yet received. The seller has the right of annulment also when it is likely, due to the buyer's report or for other reasons, that the payment will be delayed. We emphasise that the buyer must return all unpaid merchandise if the payment is delayed by more than 7 days. The buyer is liable for making sure that also any third parties are aware of this condition. The seller also has the right to annul all contracts made with the buyer if the buyer is filed for reorganisation or bankruptcy, or if the buyer is otherwise verifiably insolvent.

#### **21. FORCE MAJEURE**

The following events free the seller from fulfilling the contract if the contract was made before any of the following events occur: Natural disaster, fire, machine damage or such, strike, lock-out, war, mobilisation, embargo, lack of delivery equipment, ceased manufacture, interruptions in general traffic or distribution of energy, or other such hindrance. Neither is the seller liable for fulfilling the contract when it requires sacrifices that are unreasonable when compared to the benefits received by the buyer. The seller is not liable for direct or indirect damages inflicted on the buyer if a contract is left unfulfilled.

#### **22. SOLVING DISPUTES**

All disputes relating to the sales contract are solved in court at the seller's place of residence. When the buyer has made their order, they have accepted the aforementioned terms of sales and delivery.

**APPENDIX TO LVI-WABEK OY'S GENERAL TERMS OF SALES AND DELIVERY 22 Apr 2010****PACKING COSTS**

The cost of packing is based on the material used.

Small packages	0.50 – 4.00 e
Pipes' and profiles' packages	1.00 – 10.00 e
Plastic coats for pallets	4.00 e

**PALLET COSTS AND REBATES**

Pallet costs and rebates in euros, VAT 0 %

	Cost	Rebate
FIN-pallet	12.00	0.00
Euro-pallet	7.50	0.00
Disposable pallet	5.00	0.00
Rack	35.00	0.00

**MEASURING COSTS**

We charge measuring costs for cables and ecoflex measured and cut for the client's order.

Pipes 10 – 28 mm	6.00 e/cutting
Pipes 29 – 160 mm	12.00 e/cutting
Plastic pipe elements	45 e/cutting

**FREIGHT** minimum freight cost 45.00 e and hiab car minimum cost 65.00 e

**PRICE REVISIONS**

The seller reserves the right to revise prices.

**PRODUCT WARRANTY FOR LVI-WABEK OY'S OWN TRADEMARKS BEGINNING FROM 22 APR 2010**

LVI-WaBeK Oy grants products marketed under its Onepipe and Oneduct trademarks a warranty of 24 months, beginning from the product's date of delivery. The warranty covers flaws in materials and manufacturing, but no flaws caused by wear. LVI-WaBeK Oy can choose whether to repair a flawed product or to replace it with a new one.

## **Appendix 1**

### **To general terms of sales and delivery**

#### **SALES TERMS OF COPPER PIPES**

**All Wieland (and Buntemetall) copper pipes: Incl. Sanco, Cupromed, Wicu, Frigotec**

##### **1. Validity of price**

All offers submitted before 11 o'clock (Finnish time) are valid until 11 o'clock on the same day. Offers submitted after 13 o'clock are valid until 11 o'clock on the next workday in Germany. We reserve the right to revise prices etc. after the time of the offer. Only a written offer is binding.

##### **2. Orders**

All orders must be made in writing.

##### **3. Deliveries**

The client must receive all products in their entirety in one week's time if nothing else has been agreed upon by the conclusion of the deal. The seller can make a written exception to the offer if the delivery lot exceeds 1500 kg. The delivery time for lots of over 1500 kg can be at most 3 months.

**4. The buyer commits themselves to following Wieland's instructions on keeping the products.**