

General Terms and Conditions of Sales and Delivery

1. Scope of application

Unless otherwise agreed in writing, Itula Oy's ("Supplier") general terms of delivery shall be applied to all deliveries of products, materials or services ("Goods") to customer ("Buyer") in Finland. A Contract shall be created when the Supplier has accepted in writing an order from the Buyer to purchase Goods. The Supplier shall sell the Goods to the Buyer subject to these conditions which shall exclusively govern the contract ("Contract") for the sale of the Goods provided by the Supplier hereunder to the exclusion of any other terms and condition of the Buyer. The Supplier may make changes to the specification of Goods or product catalogue without notice. No order submitted by the Buyer is accepted by the Supplier unless confirmed in writing by the Supplier.

2. Conclusion of contract

The Supplier's offers are valid for the period specified in the offer. If the period of validity has not been specified, the offer is valid for 30 days from the date on the offer. A contract is concluded when the Buyer accepts the Supplier's offer with no changes and the Supplier has confirmed the order or has delivered the Goods. If the offer has not been made, a contract is concluded when the Supplier has confirmed the order or has delivered the Goods. The Buyer shall inform the Supplier of the changes, additions and cancellations in writing. Orders placed by the Buyer cannot be canceled or changed except with the Supplier's consent in writing. Orders cannot be changed or canceled after product models have been approved.

3. Drawing, descriptions and technical documents

All drawings, descriptions and other technical documents relating to the material or the production thereof transferred by the one party to the other before or after entering into the agreement shall be deemed to be the property of the party by whom they have been transferred. The above material may not be copied, reproduced, distributed to or in any other way be brought to the knowledge of a third party without the permission of the party to whom the material belongs.

4. Delivery period

Unless otherwise agreed, the delivery period commences on one of the following points in time, whichever is the latest: a) the entry into force of the contract, b) the date of order confirmation, c) the date of confirmation of the technical drawings by the Buyer, d) once the agreed security has been delivered or advance payment has been made; or e) the delivery of the necessary order specific information to the Supplier by the Buyer.

5. Delivery terms

Term of delivery shall be EXW unless otherwise agreed. In case it is agreed, that the Supplier organizes the delivery to the building site or other place named by the Buyer, the Buyer shall organize and take care of the unloading of the Goods from the truck at its own expense. The Buyer shall, upon receipt of the Goods,

confirm that the delivery corresponds to the dispatch list and check that the delivery is externally undamaged. An entry concerning the loss or damage shall be made in the consignment note.

6. Liability for defects of Goods and Warranty

If delivered Goods are defective in some part or a delivery is incomplete, the Buyer shall inform the Supplier of the defect promptly in writing and not later than within seven (7) days of the date of receiving the Goods. The Buyer shall conduct an additional inspection of a product according to normal procedure, before installing, fastening or using it. The Buyer shall inform the Supplier of the defect that would not have been possible to notice at the time of delivery within seven (7) day of the alleged defect occurring. The complaint has to be made in writing, and it has to include the detailed description of the defect(s) and pictures of the defect. Buyer shall deliver the defective product or defective part to the Supplier within thirty (30) days. In case the Buyer do not follow these notice and complaint periods, the Buyer shall lose its right to plead to the defects.

Warranty of all products remains valid for 24 months, starting from the delivery date. The Supplier is entitled, at its discretion, to either repair the defective Goods, to deliver replacement Goods or to grant a discount on the price of the Goods. Any warranty liabilities cannot be more than the original value of the delivered goods. The replaced or compensated products are Supplier's property.

The Supplier is not liable for defects caused by an error in installation, failure to follow installation instructions, normal wear and tear, inappropriate storage or use, faulty or inappropriate maintenance or negligence of the end user, or any other reasons that do not result from the Supplier. Any additional liabilities of Supplier, in particular with respect to further damages, loss of revenue, closing down of business, break-down of equipment, third party claims, or other direct or indirect, or consequential damages, are expressly excluded.

7. Prices

Pricing is based on the Supplier's tax-free prices valid on the date of order. Value added tax in accordance with legislation in force shall be added to the prices. The Supplier has the right to revise prices after the entry into force of a contract in case of changes before the delivery date, in exchange rates which have an immediate effect on import prices, the cost of raw materials, import charges or other expenses out of the control of the Vendor, charges, taxes or tax-like charges.

Unless otherwise agreed, the term of payment shall be fourteen (14) days net. An annual interest amounting to 16 % will be charged by the Supplier for delayed payment for the period between the due date and the actual date of payment. In addition to the penalty interest the Supplier shall be entitled to charge reasonable collection costs. If the delivery or invoice is incorrect, the correct part must be paid by the due date.

8. Returned goods

The return of Goods delivered will always be agreed upon in advance with a representative of the Supplier. A condition for accepting a return is that the Goods and their packaging are in a flawless condition at the time of return. The Supplier shall not pay any refunds, unless an agreement has been made as regards the return. Products specifically manufactured or sourced for the Buyer will not be accepted for as returns. The Supplier decides on the refund after testing the returned goods. If returned goods are not in the condition described above, the Supplier may refuse to accept the goods. The Buyer is responsible for the return of goods to the warehouse from which they were delivered. Returned Goods must be accompanied by a delivery note indicating the product name and quantity, Supplier's approval for returns and Supplier's packing list or invoice number. Otherwise the Supplier is not liable for the refund.

9. Product liability

The Supplier shall be liable for damages caused by products according to current product liability laws in Finland. Both parties will have sufficient product liability insurance.

10. Title

Risk of damage to or loss of the Goods shall pass to the Buyer at the time of delivery. Title to the Goods shall pass to the Buyer upon the payment in full of price of the Goods.

11. Force Majeure

In the event of Itula being unable to fulfill their contractual duties as a result of force majeure due to other unforeseeable circumstances for which Itula does not bear any responsibility Itula reserves the right to defer the date of delivery. Furthermore, the Supplier shall not be liable to fulfill the contract where the fulfillment would require the Supplier to make sacrifices which are unreasonable compared to the advantages gained by the Buyer as a result of fulfilling the contract.

12. Litigation

Contracts made between the Supplier and the Buyer shall be governed by the laws of Finland. Any disputes between the Supplier and the Buyer shall be settled by the court of first instance.