General terms and conditions of sale

1. APPLICATION OF THESE GENERAL TERMS

These General Terms and Conditions of Sale ("Terms") shall apply to all quotations and tenders by Tonisco System Oy ("Seller") and all deliveries and contracts of sale ("Contract") between Seller and Buyer, unless the parties have expressly agreed otherwise in writing. All modifications of these Terms must be agreed in writing. It is understood that these Terms have been acceptedby Buyer at the time ordering the products or services and these Terms shall prevail Buyer´s general terms and conditions.

2. SCOPE OF DELIVERY

2.1. The delivery of the products ("Goods") includes components and commodities expressly specified in the Contract or Order Acknowledgment (Order Confirmation).

2.2. The delivery includes Seller's standard operating and installation instructions in English. The Seller shall not be obliged to provide manufacturing or other drawings for the Products or spare parts.

2.3. Design, work at site, planning, installation, supervision of installation, training services, start-up assistance and materials are not included in the delivery.

3. DOCUMENTATION

All drawings and technical documents relating to the Goods submitted by one party to the other shall remain the property of the submitting party. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than for installation, commissioning, operation or maintenance of the Goods. They may not otherwise be used or copied, transmitted or disclosed to any third party.

4. PACKING

The Goods shall be packed in accordance with Seller's standard packing procedures as required for transportation under normal transport conditions.

5. PRICE

5.1. In addition to the price agreed in the Contract or Order Acknowledgement, the Buyer shall be responsible for additional charges and costs as set forth in these Terms.

5.2. If any part of the delivery of the Goods is delayed due to reasons caused by Buyer or any third party under the control of the Buyer, the Buyer shall compensate any additional expenses incurred to Seller due to the late delivery.

5.3. Prices do not include any stamp duty, turnover or value-added tax, bank charges or any other similar taxes, duties or charges payable in the country into which the Goods is to be imported.

5.4. The Seller shall reserve right to adjust prices until the delivery in the event of changes in currency rates, customs duties, taxes or raw material prices.

6. TERMS OF PAYMENT

6.1. Term of payment is advance payment unless otherwise agreed in the Contract or Order Acknowledgement.

6.2. If the Buyer is delayed in making any payment, the Seller may postpone the fulfilment of his obligations until such payment is made.

6.3. Seller shall be entitled to charge interest from Buyer if payment to Seller is delayed. The rate of the interest is as defined in the Finnish Interest Rate Act and announced by the Bank of Finland. The interest shall be counted from the due date until the actual date of the payment.

6.4. If Buyer has not paid the amount due within two (2) months from the due date Seller shall be entitled to terminate the Contract by notice in writing to Buyer and to claim compensation for the loss and damage incurred.

6.5. All bank expenses and costs due to payment shall be borne by Buyer and these expenses and costs can not be deducted from purchase price.

7. SPECIFICATIONS AND SAFETY OF THE GOODS

The Goods supplied shall be in accordance with the Seller´s specifications and requirements. The Seller shall reserve the right to change information in brochures, price lists and other documents. The Goods shall fulfil the mandatory laws and regulations concerning the safety of the Goods in the Seller´s country prevailing such laws and regulations of the country where the Goods will be situated after the delivery. Unless otherwise agreed in writing it shall solely be the responsibility of the Buyer to ensure that Goods sold can legally be applied in the Buyer´s country and for their intended purposes. The Buyer shall be responsible for ensuring that the Goods are appropriate for the Buyer's intended use.

8. DELIVERY TERM AND PASSING OF THE RISK

8.1. The delivery term shall be construed in accordance with INCOTERMS 2020. If no delivery term is agreed, the delivery term shall be FCA Tampere, Finland (INCOTERMS 2020).

8.2. The risk of loss of or damage to the Products shall pass from Seller to Buyer in accordance with the agreed delivery term. If no delivery term is set forth in the Contract or Order Acknowledgement, the risk of loss shall pass to Buyer FCA Tampere.

9. DELIVERY TIME

9.1. The delivery time shall start to run on the latest to occur of

(a) the date of the Contract or Order Acknowledgement by the Seller;

(b) the date of receipt by Seller of the agreed down payment as set forth in the Contract, Order Acknowledgment or other precondition fulfilled;

(c) the date of receipt by Seller of all agreed information as set forth in the Contract or Order Acknowledgement.

9.2. The Seller shall be entitled to a reasonable extension of the delivery time if the delivery is delayed due to Buyer's actions or actions by a third party under the control of Buyer.

9.3 The delivery time defined in the Contract or order confirmation always mean the delivery from Seller´s factory although the agreed delivery term would have been agreed otherwise than FCA Tampere.

9.4 Buyer is entitled for compensation for actual direct damages (excluding any liquidated damages or other compensation possible paid by Buyer to any third party) incurred to the Buyer due to delay in delivery in case the delivery is delayed due to Seller's fault. However, Seller's total liability under the Contract/Order Acknowledgment due to delay in delivery shall be limited in any case up to a maximum of five (5) % of the purchase price of the delayed portion of the Goods. If the delay in delivery is ten (10) weeks and the Goods are still not delivered, the Buyer may in writing demand delivery within a final period of one week. If the Seller does not deliver the Goods within such a final period, the Buyer is entitled by written notice to terminate the Contract in respect of such delayed portion of delivery. If the Buyer terminates the Contract/Order he shall be entitled to compensation for actual direct damages, in addition to the above mentioned five (5) % up to maximum of one (1) % of the purchase price of the terminated portion of the delivery. These compensations shall be the sole and exclusive remedies due to delays in deliveries and any other remedies or compensations shall be excluded. All claims due to delay in delivery must be made by written notice at the latest within one month from the delayed delivery in question or in case of termination within one month from that termination.

10. TRANSFER OF PROPERTY

10.1. Notwithstanding Clause 8.1, the Goods shall remain the Seller's property until the total purchase price has been paid. The retention of title shall not affect the passing of risk of loss under Clause 8.

10.2. The Seller shall also retain title to any documentation.

11. WARRANTY

11.1. The Seller warrants that to the best of its knowledge the Goods are free from defects caused by faulty design, materials or workmanship. However, should such defects occur during the period of this warranty, the Seller will, at its own option, either repair the defects or supply the correct parts free of charge on a FCA Tampere (INCOTERMS 2020) basis. The cost of disassembling and installing a repaired or replaced part furnished under this warranty is excluded.

11.2. The period of the warranty is twenty-four (24) months from the date of the shipment of the Goods (FCA Tampere).

11.3. The warranty period for replaced or repaired parts is twelve (12) months from the date of repair or replacement. All warranties end after 48 months from the original delivery date (FCA Tampere).

11.4. The Buyer shall without delay give written notice to the Seller of defects in the Goods, which the Buyer has discovered and requires to be corrected under this warranty.

11.5. This warranty is given on the condition that the Goods are in all respects stored, installed, operated, handled, serviced and maintained properly in accordance with the Seller's instructions, normal professional practises and under specified operating conditions.

11.6. Exclusions from the warranty:

(i) parts to which repair or replacement becomes necessary due to normal wear and tear or due to vandalism;

(ii) in cases where particulars or impurities of the water have damaged seals and if leakage has occurred because of corrosion

(iii) parts on which repairs, alterations or adjustments have been performed or begun by Buyer or any third party without the Seller's previous consent;

(iv) failures are not promptly reported to the Seller after they have occurred;

(v) failures or damage are due to negligence other than that of the Seller, accident, abuse, improper installation, improper operation, or abnormal conditions of temperature, moisture, dirt or corrosive matter;

(vi) which have been damaged otherwise without the fault of Seller.

This is the sole and exclusive warranty given by Seller to Buyer with respect to the Goods. There are no other warranties, express or implied arising by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

12. FORCE MAJEURE

Either party shall be entitled to suspend performance of its obligations under the Contract to the extent that such performance is impeded by circumstances beyond the control of the party, including but not limited to war (whether declared or not), revolution, national strikes, failure of supplies of power, fuel, transport, equipment or other goods or services, natural disasters, acts of government, export or import prohibitions, fire, explosions, floods, accidents, sabotage, civil commodation, riots as well as delays of deliveries by the subcontractors (when caused by Force Majeure as herein defined). Should Force Majeure last over three (3) months, the parties shall be entitled to terminate the contract by written notice and without any compensation to other party.

13. LIMITATION OF LIABILITY FOR DEFECTS

Seller's total liability under the Contract due to defects of the Goods shall be limited to the amount of the actual direct damages incurred to Buyer and limited in any case up to maximum of ten (10) % of the purchase price paid by Buyer to Seller for the defective Goods. This compensation shall be sole and exclusive remedy due to defects and any other remedies or compensations shall be excluded.

14. CONSEQUENTIAL LOSSES

The Seller shall not under any circumstances be liable for any incidental, economic, indirect or consequential damages, including but not limited to loss of production, loss of profit, loss of use, damages to property or other products or loss of contracts.

15. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

15.1. These Terms and the Contract shall be governed by and construed in accordance with the substantive law of Seller's Country.

15.2. All disputes or claims arising out of or relating to the Contract or the Products shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be Tampere, Finland.

15.3. Notwithstanding the above, Seller shall be entitled to take action for collecting its receivables from Buyer in the Court of the Seller's domicile.

16. LANGUAGE

All documents and correspondence between Seller and Buyer shall be in English.

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