

STALATUBE OY - GENERAL CONDITIONS OF SALE

1. Contracts

1.1 All the Seller's sales are governed by the following terms and conditions with the exception of conditions specially expressed in writing.

1.2 The contract comprises a possible written contract or an offer, an unconditional order, a Seller's confirmation of the order, these general conditions and Incoterms in force on the time of the confirmation of the order. In case of discrepancy between the contract documents they will prevail in the order mentioned above.

1.3 The contract documents listed above embodies the entire understanding between the parties hereto relating to the subject matter hereof and there are no understandings, representations or warranties of any kind, oral or written, except for what is expressly said forth therein.

2. Prices

2.1 Prices are those confirmed by the Seller in an order confirmation.

2.2 The prices in a pricelist are binding only if they are expressly referred to in the contract or the offer.

2.3 All prices are subject to increase to reflect any increases in import duties and taxes applicable to the Seller or the products that are adopted or become effective after earliest of the date of Seller's offer, the Buyer's order, or the most recent price list, and will be invoiced with the price of the products. The Seller will use reasonable efforts to notify the Buyer of any such increases. This section 2.3 will prevail over other provisions of these terms and conditions, and shall apply irrespective of the applicable delivery term.

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2.4 Payment shall be made cash net without any kind of reduction, according to conditions of contract and at the fixed terms.

2.5 The Seller does not commit himself to accept bills of exchange. In case he receives bills of exchange or cheques, the Buyer's debt shall not be paid until the amount thereof has been collected.

2.6 On demand of the Seller, the Buyer must give security for a correct payment.

2.7 If the Buyer fails to receive the delivery of the goods on due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.

2.8 Amounts overdue for payment will entitle the Seller to charge the Buyer interest. Such interest shall be calculated on a day-to-day basis on the amount outstanding from the date of maturity until paid at a rate 7 % above three month's Euribor rate on the date of the contract.

3. Formal acceptance

3.1 Should an inspection take place before the delivery it shall be done at the factory or the warehouse of the Seller. The inspection shall take place within the 15 days following the date when the Buyer or an Agent appointed by the Buyer as the case may be, has been informed that the merchandise is ready for inspection. In case the merchandise is not inspected within the afore mentioned period, the merchandise shall be deemed as finally accepted.

4. Delivery

4.1 The valid weights are those given by the Seller.

4.2 Quantities shall be invoiced as measured by the Seller. The tolerances in quantity will be \pm 10 %.

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4.3 The Seller shall not be liable for any compensation because of late delivery except otherwise expressly agreed upon by the parties in writing.

4.4 Delivery date is understood to be the date when the merchandise is ready for shipment from the warehouse of the Seller, or from the factory where the Seller has placed the order.

4.5 In case of partial deliveries an invoice will be necessary for each expedition. In case of force majeure, as for example war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's control, the Seller reserve the right to postpone delivery until disappearance of causes or effects of force majeure. The Seller also reserves the right alternatively to cancel the order partly or the totally.

4.6 The invoice will be dated the day the goods are shipped from the warehouse of the Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.

4.7 The seller reserves the title to and property in goods delivered until full payment thereof.

4.8 Unless otherwise agreed here upon, the term "Ex Works" shall apply.

5. Shipping

5.1 In case of no special instructions from the Buyer, the Seller shall decide means and route of transportation, on behalf of the Buyer and on the Buyer's account.

6. Claims and liabilities

6.1 The Buyer undertakes to examine the merchandise immediately after the arrival in the manner which is possible when taking into account the resale of the material.

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6.2 Only the claims made in writing will be considered and only if they are made during a period of eight days after reception of the material. The claim must state the grounds for the claim, and the extent of damage or defects.

6.3 Any claim does not give the Buyer the right to refrain from due payment.

6.4 Any claim based on the examination as stated in the clause 6.1 here-above or any defect which could have been noticed in the examination must be made within a period expiring 30 days after the delivery date of the goods.

7. Liability for defects

7.1 Subject as hereinafter set out, the Seller undertakes to remedy any defect resulting from materials' non-conformity with the expressed specifications of the contract. The Seller does not guarantee the suitability of the merchandise for any certain use or purpose which the Buyer has got. The guarantee period shall be 12 months from the date of installation into the application where the material is intended, however not more than 18 months from the delivery date. The date of installation must be confirmed in writing signed by the end user.

7.2 The claim must be made in writing within the above-mentioned period.

7.3 The Seller reserves the right to repair the damage by supplementary delivery and by reducing the invoice amount.

8. Consequential losses and limitation of liability

8.1 The Seller has no liability for damage or loss brought upon the Buyer as a consequence of the further use of the material, so as direct or indirect production loss, wages, fines, freight, price difference, compensation, estimated profit or compensation for damages that the materials has inflicted upon persons or things. Compensation for damages is always limited to the amount of the invoice pertaining to the merchandise in question.

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9. Applicable law

9.1 This agreement and these General Conditions of Sale shall be governed by and construed in accordance with the laws of Finland.

10. Jurisdiction

10.1 Any dispute arising out of or in connection with the contract shall be decided by the competent court of the Seller. However, if the Seller is a plaintiff he shall also be entitled to sue the Buyer the court having jurisdiction over the registered office of the latter.

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10.1 Any dispute arising out of or in connection with the contract shall be decided by the competent court of the Seller. However, if the Seller is a plaintiff he shall also be entitled to sue the Buyer the court having jurisdiction over the registered office of the latter.

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