

Peikko Group Corporation: General Terms and Conditions of Sale 2015



1. Applicability

These general terms and conditions of sale ("General Terms and Conditions") shall be applied to sale of Products to the Customer. "Peikko" means Peikko Group Corporation a Finnish company (the Business ID 0641926-7) or any subsidiary of Peikko Group Corporation. "Customer" means a company or person that purchases Products from Peikko. "Products" means products sold or offered by Peikko to the Customer. "Agreement" means an agreement between Peikko and the Customer for the sale of the Products. These General Terms and Conditions are an integral part of the Agreement.

These General Terms and Conditions shall be applied to all Agreements between Peikko and the Customer ("Parties"), including all future Agreements even if the Parties will not expressly agree on application of these General Terms and Conditions.

These General Terms and Conditions shall take precedence over any other written or oral conditions and over any conditions presented by the Customer, unless otherwise agreed between the Parties in writing.

2. Delivery term

Unless expressly otherwise agreed, the Products will be delivered FCA Peikko's warehouse (as per Incoterms 2020 or its subsequent version).

3. Prices, payment term

Unless expressly otherwise agreed by the Parties, the agreed price shall be net price exclusive of VAT, i.e., it does not contain packing-, transport-, insurance-, or other similar costs, nor VAT that will be added to the price of the delivery.

Unless otherwise agreed, the Customer shall pay the total purchase price within 14 days from the date of the invoice.

4. Retention of title

Title to the sold Products shall remain with Peikko until the purchase price with possible interest has been fully paid.

5. Anticipated breach

In the event there is a justified reason to doubt the Customer's liquidity, due to the facts that have arisen after conclusion of the sales Agreement, Peikko may cease performance of its obligations, for example by preventing delivery of the Products to the Customer or by preventing installation or other use of already delivered Products, until the purchase price has been fully paid or the Customer has placed an acceptable security.

6. Inspection of the Products

The Customer shall duly inspect the delivered Products without delay and in any event not later than within seven (7) days after the delivery. Within the same time the Customer shall familiarize itself with the delivery lists, written Product descriptions and other written material concerning the Products as well as with available Product information at Peikko's website www.peikko.com. The Customer shall make a written complaint concerning defective Products without delay and in any case not later than within seven (7) days upon delivery of the Products. Otherwise, the delivery is deemed to be accepted by the Customer.

Before installing, connecting or otherwise using the Products, the Customer shall once more carry out duly inspection of the Products.

7. Liability of Peikko for delayed delivery

In the event that the delivery is in delay, the Customer shall be entitled to liquidated damages equal to 0.5% of the purchase price of the delayed Products per each full week of delay, provided that the maximum amount of liquidated damages shall be 5% of the purchase price.

Peikko's liability for delayed deliveries shall be limited to the payment of liquidated damages. In no event shall Peikko be liable for any additional damages, unless Peikko has been guilty for intentional misconduct or gross negligence.

8. Liability of Peikko for non-conformity of the Products

Should the delivered Product be non-conforming (and provided that the Customer has given a notice of the lack of conformity in compliance with Clause 6), Peikko may at its option and with its own cost either repair the non-conforming Products, replace the Products with conforming Products or reimburse to the Customer the price paid for the non-conforming Products and other provable costs of the Customer.

Should the agreed delivery be in delay due to non-conformity of the Products, the Customer shall be entitled to liquidated damages equal to 0.5% of the purchase price of the non-conforming Products per each full week of delay, provided that the maximum amount of liquidated damages shall be 5% of the purchase price.

Peikko's liability for non-conforming Products shall be limited to the payment of liquidated damages. In no event shall Peikko be liable for any additional damages, unless Peikko has been guilty for intentional misconduct or gross negligence.

9. Limitation of liability

Peikko's liability for delay, for non-conformity of Products for other causes of any direct, indirect or any other damage, shall be limited to the purchase price agreed by the Parties.

In no event shall Peikko be liable for lost profit or any damage caused by loss of production, loss of turnover, or by interruption of business.

The limitation of liability is not valid should Peikko have been guilty for intentional misconduct or gross negligence.

10. Force majeure

A Party is not liable for damage or delay in so far as the damage or delay was due to impediment beyond its control, and provided that (i) it could not reasonably be expected to have taken into account the impediment at the time of the conclusion of the Agreement; and (ii) it could not reasonably have avoided or overcome its effects.

Such impediment can be, for example: (i) strike, lockout, boycott or other action of workmen also when a Party is itself an object or party thereof; (ii) war (whether declared or not), civil war or any other armed conflict, acts of terrorism or serious threats of terrorist attacks; (iii) acts of governments or any other acts of authority whether lawful or unlawful, blockade, siege or sanctions; (iv) fire or discontinuance of energy production, delivery of water, electricity or heating; (v) exceptional weather conditions or natural disasters such as but not limited to storm, cyclone, hurricane, earthquake, landslide, flood, drought, plagues, etc.; (vi) partial or total damage of machinery or plant; (vii) lack of components, parts, raw materials or fuel; (viii) discontinuance of common transport; or (ix) any event of a similar nature.

Subcontractor's delay shall be deemed to constitute an acceptable force majeure situation should the subcontractor delay be due to circumstances described in this clause.

A Party shall inform the other Party of the event of force majeure as well as of the termination of the force majeure, as soon as reasonably possible.

In the event that force majeure continues longer than three months, both Parties have a right to terminate the Agreement with immediate effect, and without liability.

11. Applicable law

The Agreement is governed by the laws of the country in which the contracting Peikko entity is located.

12. Dispute settlement

All disputes arising out of or in connection with the present Agreement shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be in the country in which the contracting Peikko entity is located.

Notwithstanding clause 11 and first paragraph of this clause 12 Peikko shall in its sole discretion for the purpose of collecting debts of the Customer, be entitled to submit any claim against the Customer, in the courts and authorities of the Customer's country of domicile or country where the Products are located. In such case, the governing law shall be the law of the country where the claim is filed.

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Revisions:

Version	Published and effective since:	
1.0	2015	
1.1	April 2020	Clause 10; Covid-19 clause added.
1.2	2023-04-04	Clause 2; Reference to Incoterms 2010 replaced with Incoterms 2020. Clause 10; Covid-19 clause deleted.