



GENERAL TERMS AND CONDITIONS OF COOLCENTER FORSSA OY as of 1 July 2021

1. SCOPE

1.1. These general terms and conditions apply to offers and contracts for the products manufactured and supplied by Coolcenter Forssa Oy to its customers. These terms and conditions are to be applied, unless otherwise separately agreed in writing.

1.2. In these general terms and conditions "Buyer" refers to the purchaser of the equipment, "Seller" to Coolcenter Forssa Oy and "Product" to the object of purchase.

2. PRODUCT CHARACTERISTICS

2.1. The information about the appearance, structure or technical characteristics of the Products specified in the brochures shall be binding on the Seller only when separately confirmed. Due to continuous product development, the Seller reserves the right to make Product changes.

3. CONTRACT FOR THE PRODUCT

3.1. Contract between the Buyer and the Seller is considered to have been concluded when: (a) the parties have signed a written contract or (b) the Buyer has informed the Seller that he accepts the written offer (order) or (c) the Seller has accepted the Buyer's order.

3.2. Amendments to the written contract shall be made in writing.

4. VALIDITY OF OFFER

4.1. The offer is valid for three (3) months from the date of the offer, unless otherwise specified by the Seller.

5. PRICES

5.1. Prices are in euros excluding VAT. VAT is added to prices and delivery charges at the valid rate.

5.2. Delivery terms are FCA Forssa, ex works, or in accordance with agreement. Freight costs, delivery charges and surcharges for small quantity will be paid by the Buyer, unless otherwise specified in the contract.

5.3. Delivery charges and surcharge for small quantity

a) Freight costs and transport insurance fee are always confirmed separately on order confirmation.

b) Surcharge for small quantity, 8,00 € (VAT 0 %) for deliveries with a value of less than 100,00 € (VAT 0 %).

5.4. The Seller pays the costs of waste management arrangements in accordance with the producer responsibility for the equipment manufactured and supplied by the Seller. The Buyer is entitled to deliver free of charge disused equipment supplied by the Seller to their designated SER waste recycling points. (Check local recycling points).

5.5. Installation, unloading, maintenance, service, or training possibly related to the delivery will be charged in accordance with the prices specified by the Seller.

6. PAYMENTS

6.1. Payments are made only against an invoice.

6.2. Payment term is 14 days net, or another payment term separately specified on the invoice. In case of delay in payment, the Buyer is obliged to pay the default interest rate fixed by the Bank of Finland in accordance with the Interest Act.

6.3. Payment period starts on the delivery date of the Product.

7. PRODUCT DELIVERY, ACCEPTANCE INSPECTION AND RETURN RIGHT

7.1. The Seller declares that the Products to be delivered are of the quality specified in offer and contract documents.

7.2. The Seller is entitled, after having informed the Buyer, to replace the Products under contract with compensating products in case they are meant to replace the Product under contract. The compensating products shall comply with the requirements agreed in the contract and shall have capacity equal or greater than that of the original Products.

7.3. The Seller is entitled, without prior explanations to the Buyer, to make any changes or modifications to the Products prior to delivery that improve or do not affect essentially the operation of the Products.

7.4. The Buyer of the Product is obliged to carry out an acceptance inspection. The acceptance inspection and any eventual complaints about any defect or shortage in the Product must be carried out within eight (8) days of the receipt of the Product.



7.5. The Seller may, at its discretion, either repair the defective Product or replace it with a new Product. The Seller shall not be liable for other indirect or direct damages.

7.6. When taking the Product into use, the Buyer has approved the Product.

7.7. Any return of a defective or incorrectly delivered Product must always be agreed with the Seller. The agreed return is made under responsibility and expense of the Seller, provided that the Product is properly packed.

7.8. The amount of the refund when returning.

a) In the case of a Buyer's order error, the Seller will refund the Buyer 80 % of the purchase price of the Product. The delivery fee will not be refunded.

b) In the case of a Seller's error, the Seller shall refund the Buyer in full for the price of the Product.

7.9. The right of return applies only to Products in the standard sales program excluding accessories, provided that the Products are unused, undamaged and in the original packages. Products that are tailor-made to the Buyer, cannot be returned.

8. DELIVERY TIME AND DELAY

8.1. The delivery time starts from the date of conclusion of the contract.

8.2. The Seller and the Buyer must notify, if the delivery or receipt of the Product appears to be delayed, in which case the parties agree on a new delivery time.

9. FORCE MAJEURE

9.1. Force majeure criteria shall be considered an unusual and relevant event preventing the performance of the contract and occurring after the conclusion of the contract, which the parties have not had reason to take into account at the time of the conclusion of the contract and which is independent of the parties and cannot be eliminated without excessive additional costs or excessive waste of time.

9.2. Buyer and Seller must notify the transfer of the delivery time within fourteen (14) days of the obstacle appearing, otherwise, they may lose their right to extend the delivery time. The parties agree on the impact of the delay on delivery.

10. TRANSFER OF OWNERSHIP

10.1. Ownership is transferred from the Seller to the Buyer when the Product is fully paid. If the Buyer neglects the receipt of the finished Product on the due date, and if otherwise not agreed, he is nevertheless obliged to make a payment that has been made dependent on the delivery. In case the Seller takes care of storing such a Product, it is at the Buyer's responsibility and expense.

10.2. The risk of damage is transferred to the Buyer when the Product has been delivered in accordance with terms of the contract.

11. WARRANTY

11.1. The warranty period for Products manufactured by the Seller in Finland is two (2) years covering defects in raw materials and manufacturing. For Products not manufactured by the Seller, warranty period is one (1) year covering raw materials and manufacturing defects, unless otherwise specified.

11.2. The warranty applies to equipment sold to Finland.

11.3. The warranty terms apply to Products specified in the documents delivered in connection with the transaction, such as offer, contract, or its annexes.

11.4. The warranty period commences on delivery date of the Product. In case of installation, date of receipt is regarded as delivery date and the acceptance inspection must be made within two weeks from installation.

11.5. In case of defect, the Buyer shall, with the highest priority, no later than two weeks, contact the Seller and make a fault report. Fault report shall indicate:

- make, model and manufacturing number of the Product;
- type of defect and circumstances, where it appears;
- name of the dealer;
- order, or invoice number to determine the validity of the warranty.



11.6. Based on the warranty, the Seller will free of charge repair defects due to design, manufacturing, and material defects that occur in normal use of the Product, following the user manual and which will be notified to the Seller during the warranty period immediately after the defect has been arisen.

11.7. The Buyer must deliver the defective Product at his own expense and responsibility to the service center indicated by the Seller and back. If it is not possible to deliver the Product to the Seller for repairs, the repair will take place at Buyer's premises and half of the travel expenses related to the repair will be charged from the Buyer. When the repair is carried out at the Buyer's premises, the Buyer must grant access for the repairer to the premises during normal working hours. The costs caused by examining and repairing defects not covered by the warranty and notified to the Seller will be invoiced separately.

11.8. Within the limits of the warranty, the Seller considers either to repair or replace the defective parts.

11.9. The Seller's liability extends only to defects arising in the circumstances provided by the contract and during right use of the equipment. The warranty does not cover defects caused by

- a) incorrect or incomplete basic information provided by the Buyer;
- b) incorrect, incomplete, or improper use, storage, installation, maintenance, repair or modification of the Product;
- c) voltage failures;
- d) accident or
- e) normal wearing

Warranty of the Seller covers neither transport damages nor defects that are irrelevant for the functionality of equipment.

11.10. Warranty repair does not extend the warranty period. The Seller shall not be liable for any indirect damages caused by the Products or for any profits not received.

11.11. The warranty requires that the products have undergone the necessary periodic and maintenance service during the warranty period. The above-mentioned maintenance is not covered by the warranty.

12. TRAINING

12.1. Any eventual training given by the Seller on the use of the Product is always agreed separately.

13. TERMINATION OF THE CONTRACT

13.1. The Buyer may terminate the contract to the extent that it relates to a Product that could not be put into service for its intended purpose, if a) the Seller's performance is not in accordance with the contract and the defect, despite the Buyer's remark, is not repaired. b) The Seller is in such a financial state or the Buyer at such a phase, where it cannot be expected that the Seller will fulfil the obligations under the contract.

13.2. The Seller may terminate the contract, if the Buyer's performance is not in accordance with the contract and the deficiency, despite Seller's remark, is not corrected.

14. DISAGREEMENTS

14.1. Disputes arising out of these general terms and conditions, their amendment and additions, and other related legal relationships shall be settled by the District Court in accordance with the laws in force in Finland, unless disputes can be resolved through negotiations between the parties.

15. GENERAL REGULATIONS

15.1. After conclusion of a written agreement, the contract, including its annexes, shall be the only mutually recognized document.

15.2. All notifications concerning the fulfilment of a written contract shall be made in writing or by electronic means.

15.3. Correspondence and invoices shall include the contract/order number or other identification number and the names of the parties, including the specification of the goods and the delivery address on the invoices.

15.4. Other conditions: Refrigeration terms of delivery (KYLA 05).