

## **Atea Finland Oy's General Terms of Delivery for Hardware and Software**

## 1. Scope of Application

These general terms of delivery for hardware and software shall apply to the Agreement, to which these general terms of delivery are attached or in which these general terms of delivery are referred to (hereinafter referred to as "Agreement"), regarding the sale and / or the right of use of equipment, components and / or standard software (hereinafter referred to as "Products") between Atea Finland Oy (hereinafter referred to as the "Supplier") and the customer.

## 2. Tender and Birth of the Agreement

The Supplier's offer is valid for one (1) month from the date of the tender, unless otherwise mentioned in the tender.

Agreement regarding the delivery of the Products is created when the Supplier and the customer have signed an Agreement on the delivery or when the customer has accepted in writing the Supplier's tender regarding the delivery of the Products. Agreement is also created when the Supplier has accepted the customer's Product order in writing or by delivering the Products.

## 3. Terms of Delivery

The Supplier shall place the Products at the disposal of the Customer at the premises named by the Supplier. (Incoterms 2000, Ex Works).

The customer is obliged to carefully inspect the delivered Products and claim compensation on possible mistakes in the delivery of the Products without delay. The delivery shall be deemed accepted if the customer has not presented the Supplier with a written remark regarding the delivery of the Products within seven (7) days of the delivery date.

## 4. Delivery Time

The Supplier shall deliver the Products during the agreed time of delivery. If the time of delivery has not been agreed on in writing, the Supplier shall deliver the Products within a reasonable time from the date the Agreement between the contracting parties has become effective provided that the ordered Products are available. If the ordered Products are not available, the Supplier shall deliver the Products within a reasonable time after they are again available.

If the Supplier has outstanding receivables from the customer, the Supplier has a right to refrain from delivering the Products until the customer has made the payments which have fallen due. The agreed delivery time will be extended correspondingly.

The products are deemed delivered when they have been delivered to the location indicated by the Supplier.

## 5. Prices and Terms of Payment

The prices of the Products have been described in the Agreement regarding Product delivery or in the Supplier's tender. If not otherwise agreed on in writing, Supplier's price-list which is in force at the time in question is applied. Prices do not include value added tax and it will be added to all prices according to the regulations in force at the time in question.

When the amount of taxes or public payments prescribed by authorities or the collection basis changes before the delivery of the Products, either due to regulation change or change in the taxation practice, the Supplier has a right to change the prices of the Products correspondingly.

If the pricing of the Product is based on a lower than normal price, as agreed between the manufacturer and the customer, and the Product manufacturer refuses to deliver the Products to the Supplier on the above-mentioned price, the Supplier has a right to price the Product again based on the price charged by the Product manufacturer.

If the pricing of the Product is based on foreign currency and the currency in question strengthens essentially compared to the exchange rate of the time of conclusion of the Agreement, the Supplier has a right to change the price of the Product to correspond to the exchange rate. If the customer does not approve the raised price, the customer has a right to call off the deal for the Product in question by notifying the Supplier in writing before the delivery of the Product no later than five (5) days from when the Supplier has notified the customer of the Product's new price. The customer does not have the above-mentioned right to call off the deal if the Product in question is not part of the Suppliers regular range of products that are kept in stock and that the Supplier has ordered or acquired on customer's request.

Prices that have been presented in the Agreement concerning the delivery of products and in Supplier's price-lists and offers apply to unpacked Products. The Supplier has a right to charge handling and delivery fees separately according to the Supplier's price-list in force at the time in question. The Supplier has a right to charge a separate additional price for small deliveries according to the Supplier's price-list in force at the time in question.

If not otherwise agreed on in writing, the Products will be invoiced after the delivery according to Section 4. Payment is due within eight (8) days of the date of the invoice. The customer is obliged to pay eighteen (18) percent of annual interest on overdue payment beginning from the due date. In addition to the interest on overdue payment, the Supplier also has a right to collect a reasonable collection fee.

## **6. Title and License**

The title to the delivered equipment and components is transferred to the customer and the customer's license to standard software begins when the customer has paid the Products in full.

## **7. Conditions Applied to the Products and the Delivery of the Products**

Solely the standard terms of the Product manufacturer shall be applied to the delivered Products in all respects, including license and warranty clauses and responsibilities. The customer is obliged to acquaint himself with these terms on his own initiative and further information in connection to this is available in the material delivered with the Product or on the Product manufacturer's website. By entering into an Agreement regarding the delivery of Products the customer confirms that he has acquainted himself with the above-mentioned standard terms of the Product manufacturer and commits himself to following them. For the above-mentioned reason, the Supplier shall deliver the Products as they are and the Supplier does not grant any other warranty or commitment to the Product than the Product manufacturer's possible warranties and commitments described above.

## **8. Force majeure**

The supplier is not responsible for delays or damages due to force majeure. These obstacles and their consequences are beyond the reasonable control of the Supplier.

Strike, block, boycott or other industrial action are also considered force majeure even if the Supplier is the target or a part of it.

## **9. Terminating the Agreement**

The Supplier has a right to terminate the Product delivery Agreement if the customer does not make an overdue payment within thirty (30) days of the Supplier's written reminder and the customer has not provided the Supplier with sufficient security for making the payments based on the Agreement.

## **10. Other Terms and Conditions**

All amendments and changes to the Product delivery Agreement must be made in writing and they must be signed by both contracting parties. The Supplier has a right to transfer the Product delivery Agreement to a third party.

The Supplier has a right to use the customer as a reference and for this purpose to include the customer's name, logo and contact information in printed or electronic form (including www-pages) in its customer and partner catalogues.

## **11. Limitation of Liability**

Under no circumstances shall the supplier be liable for any consequential damage related to Product delivery or the delivery Agreement such as cover purchase, loss of use or use advantage, loss of income, or destroyed data or files. The Supplier's liability for Product delivery or Product delivery Agreement shall in all cases be limited to a maximum of fifteen (15) percent of the price of the Product in the delivery of which the breach of Agreement took place.

## **12. Governing Law and Settlement of Disputes**

The Product delivery Agreement is governed by the laws of Finland. Disputes concerning Product delivery or Product delivery Agreement shall primarily be solved through negotiation between the Supplier and the customer. If the negotiations do not lead to a result satisfactory to both contracting parties, disputes shall be settled in arbitration in Helsinki by one arbitrator in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce.