



GENERAL TERMS OF SALE AND DELIVERY - PLASTIROLL OY LTD, FI

1. These terms apply to transactions between traders, in which Plastiroll Oy is "the Seller" and the customer "the Buyer".
2. Offers are valid for 30 days from the date of the offer, unless otherwise agreed. Offers, including related documents, remain the Seller's property and must not be used to the detriment of the Seller or communicated to third parties.
3. In sales based on an offer, a contract of sale is deemed to have been concluded when the Buyer notifies the Seller that the offer is accepted. In other cases, a sale is deemed to have been concluded when the Seller has confirmed the order or delivered the goods. If the Buyer's order differs from the Seller's offer, the terms of the offer shall be observed, unless otherwise has been confirmed by the Seller.
4. Delivery time is calculated from the date of the contract of sale, or from the arrival of the agreed advance payment to the Seller's bank account.
5. The term of delivery is ex works, unless otherwise agreed.
6. Liability for risk is transferred to the Buyer when the goods are delivered to the Buyer or to the carrier. The Buyer shall assume the risk for its own components in subcontracting work.
7. The Seller is liable for the quality of the material to comply with the specifications of the contract of sale. The Buyer is liable for the accuracy of the information provided to the Seller about the use of the material.
8. Whenever the Seller becomes aware of a delay in delivery, the Seller is liable to notify the Buyer immediately thereof, also stating the reason for the delay and the estimated new delivery date. If the delay results from delayed access to raw material, mechanical breakdown, or another similar circumstance, the Seller is not required to compensate the Buyer for any resulting loss that the Buyer may incur.
9. The Seller is not liable to compensate the Buyer for any indirect damage, including, but not restricted to, production loss, loss of profit or another consequential financial loss arising from a delay or a faulty delivery.
10. The purchase price is the price agreed on by the parties. Unless a price has been agreed, the purchase price is the market price charged by the Seller.
11. The term of payment is 14 days net from the date of the invoice, unless otherwise agreed.
12. If the payment is overdue, the Seller has the right to charge a penalty interest and collection costs. The Seller is entitled to delay further deliveries until the overdue payments have been settled. The Buyer is not entitled to claim any damages for such a delay.
13. If the delivery is defective, the Buyer must notify the Seller thereof within eight (8) business days from the delivery date. The Seller is entitled, primarily, to remedy the defect or to supply new material. The Seller is not liable for any indirect costs, such as production loss, loss of profit, work costs or other consequential financial damage resulting from faulty material. Compensation for claimed damages cannot exceed the amount of the faulty material. The Seller is not liable to compensate any material that has been delivered more than three (3) months previously.
14. The Seller is not required to fulfill the contract if delivery is prevented by force majeure, including, but not restricted to, natural obstacle, fire, mechanical breakdown, strike, import prohibition, or discontinuation of production. The Seller is not required to compensate the Buyer for any loss resulting from failure to fulfill the contract for a force majeure reason, and the Seller may also terminate the contract.
15. The parties shall insure the material in accordance with the division of responsibility indicated in the agreed terms of delivery. Other insurance is subject to separate agreement.
16. Title to the goods is transferred to the Buyer when the entire purchase price has been paid.
17. The sender is responsible for the delivery of notices sent to the other party.
18. Any disputes arising from the contract between Seller and Buyer, if they cannot be settled in negotiation between the parties, will be settled at the general court of first instance of the Seller's domicile.
19. The provisions of these General Terms of Delivery and Sale are intended to be severable. If any provision or part of thereof is held invalid, then the rest of the General Terms shall remain in full force and effect.