



HK INSTRUMENTS – TERMS AND CONDITIONS

1. Applicability of the Terms and Conditions. These terms and conditions shall be applied to trade in devices, components and accessories between HK Instruments Oy and the customer, unless the parties have otherwise mutually agreed in writing. These conditions do not apply to trade by agents, to which the manufacturer's conditions of sale shall be applied.

2. Price. The prices in effect at the time the offer is made form the basis of pricing. All prices exclude VAT. If changes occur in customs, freight, VAT or other general payments related to the delivery before the date of delivery, the seller has the right to change the price of the goods in the same proportion that said changed prices or payments affected the price of the goods.

3. Offer. The seller's offer is binding and it is valid for 30 days unless otherwise agreed. Provided the seller's offer is tendered under intermediary terms and conditions of sale, an immediate in storage offer is denoted whereby the goods may be sold to a third party during the period the offer is valid and the seller does not guarantee the inventory is sufficient.

4. Contract. A contract between the seller and the buyer is deemed to have been established when

- the parties have signed a written contract (purchase agreement)
- the buyer has approved a binding offer in writing (order) or
- the seller has confirmed in writing as such an order other than one based on an offer or an order different from the offer (order confirmation)

5. Drawings and Descriptions. The information on prices, measurements, weights and performances given in descriptions, photos, memos, drawings, directories and price lists and other information containing technical and other details have been given without obligations, unless specifically referred to in the offer. All technical drawings and documents needed for the manufacture of the product or its component, which one party has provided to the other party prior to, or after the signing of the contract, shall remain the property of the provider. The receiving party may not, without the provider's consent, use, copy, surrender or divulge by other means information regarding them to a third party.

6. Condition of Delivery. The condition of delivery is free seller's storage (re: Incoterms 2020 EXW) unless otherwise agreed.

7. Packaging. The prices stated in price lists and directories apply to unpacked products.

8. Time of Delivery. Unless the time of delivery is agreed, the seller shall stipulate the time of delivery. The goods are considered to have been delivered when the seller has handed them over to a freight carrier for forwarding to the purchaser. When, according to the terms of the contract, the buyer has to collect the goods from the seller or from a place designated by the seller, the goods are deemed conveyed when the seller has notified the buyer that the goods are ready for delivery.

9. Conveyance and Examination of the Goods. On acceptance of the goods, the customer must make sure that the delivered goods correspond with the packing list and are externally undamaged. Before using, connecting, or installing the goods, the customer must again examine the goods to ensure their flawless condition. Complaints regarding errors or deficiencies must be made to the seller without delay, at the latest within 8 days of the conveyance of the goods.

10. Force Majeure. The seller is not liable to fulfill the contract if an obstacle the seller is unable to overcome exists regarding the contract, or if fulfilling the contract would require sacrifices that are unreasonable compared to the advantage for the buyer should the seller fulfill the contract. If said obstacle or disparity ceases to exist within a reasonable period of time, the buyer has the right to demand that the seller fulfill the contract. When the manufacturer or the party from which the seller obtains the goods has not fulfilled the terms of his contract thus causing the seller's delivery to be delayed or not completed, the seller is not obligated to compensate the buyer for any potential losses. The buyer does not have the right to request a new delivery to replace a flawed product if an obstacle as noted in this section exists for the seller. When completion of the contract within a reasonable period of time becomes impossible due to factors noted in this section, both parties are entitled to cancel the contract with no liability to compensate by notifying the other party of their intentions in writing.

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11. Payment. The payment period starts from the invoice date. In case of a delay in payment, the buyer is liable for compensating the seller according to his/her rate of interest and paying the expenses arising from the collection of payment.

12. Warranty. The seller is obligated to provide a warranty of five (5) years for the delivered goods regarding material and manufacturing. The warranty period is considered to start on the delivery date of the product. If a defect in raw materials or a production flaw is found, the seller is obligated, when the product is sent to the seller without delay or before expiration of the warranty, to amend the mistake at his/her discretion either by repairing the defective product or by delivering free of charge to the buyer a new flawless product and sending it to the buyer. Delivery costs for repair under warranty will be paid by the buyer and the return costs by the seller. The warranty does not comprise damages caused by accident, lightning, flood or other natural phenomenon, normal wear and tear, improper or careless handling, abnormal use, overloading, improper storage, incorrect care or reconstruction, or changes and installation work not done by the seller. The selection of materials for devices prone to corrosion is the buyer's responsibility, unless otherwise is legally agreed upon. Should the manufacturer alter the structure of the device, the seller is not obligated to make comparable changes to devices already purchased. Appealing for warranty requires that the buyer has correctly fulfilled his/her duties arisen from the delivery and stated in the contract. The seller will give a new warranty for goods that have been replaced or repaired within the warranty, however only to the expiration of the original product's warranty time. The warranty includes the repair of a defective part or device, or if needed, a new part or device, but not installation or exchange costs. Under no circumstance is the seller liable for damages compensation for indirect damage. This warranty sets forth the total aggregate liability of the seller in respect to any defects in the products and the seller specifically disclaims any other guarantees, representations and warranties, either express or implied, including but not limited to warranty for fitness for specific purpose.

13. Limitation of Liability. Parties are responsible for their obligations under the agreement. However, the seller shall not be liable for any indirect or consequential damages to customer including but not limited to loss of production or profit, financing costs, loss of data, costs or damages related to cover purchase, damage to other products or equipment. The total aggregate liability of the seller under the contract shall not exceed the contract value of the delivered products under the respective agreement excluding the value added tax. The limitations of liability under this section 13 shall not apply, if the damage is caused by willful misconduct or gross negligence.

14. Returns. The sale made is binding and irrevocable and the seller is not liable to accept the return of a product. Products delivered according to contract are taken back and products reimbursed up to 70% provided the seller has, prior to the return of the product, agreed to it. Returned products may be taken back and credited provided they are in the original package and in original condition.

15. Notifications. The sender is responsible for ensuring the arrival of notifications sent to the other party.

16. Ownership. Ownership of the product is passed to the buyer when the price is paid in full.

17. Disagreements. Disagreements concerning contracts and related stipulations should be settled primarily by the parties to the contract. In case a settlement cannot be reached, the dispute shall be resolved in Finland in the lower court at the domicile of the seller.

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