

**DOMICET OY**

**GENERAL TERMS AND CONDITIONS OF SALE**

## **1. Applicability**

These general terms and conditions of sale shall be applied to the sale of Products which Domicet Oy has agreed to sell and the Customer has agreed to buy (“Agreement” or “Agreements”). “Domicet” shall mean Domicet Oy or a company belonging to the same group with Domicet Oy. “Product” or “Products” shall mean products sold or offered by Domicet to the Customer. “Customer” shall mean a company or person that purchases Products from Domicet.

These general terms and conditions shall be applied to all Agreements between Domicet and the Customer (“Parties”), including all future Agreements even if the Parties will not each time 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 Kaarina (as per Incoterms 2000 or its subsequent version).

## **3. Prices, payment term**

Unless otherwise agreed by the Parties, all prices are presented in EUR and the prices do not include costs and expenses of transportation, insurance, special packing, taxes (including VAT), duties or any other costs or expenses to be paid by the Customer.

Unless otherwise agreed, the Customer shall pay the total purchase price within 30 days from the date of the invoice of Domicet.

## **4. Retention of title**

Title to the sold Products shall remain with Domicet until the purchase price with possible late payment 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 Agreement, Domicet may cease performance of its obligations, for example by preventing delivery of the Products to the Customer or by preventing assembly, installation, reselling 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 the website of Domicet <http://www.domicet.fi> 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 assembling, installing, connecting, reselling or otherwise using the Products, the Customer shall once more carry out due inspection of the Products.

## **7. Compliance with local laws**

The Customer shall ensure that the Products, including their marketing materials, user instructions and other written materials, shall comply with all laws, rules and regulations – including but not limited to local product safety laws and regulations – applicable in the territory where the Customer intends to use or resell the Products. Domicet makes no representation, certifications or warranties whatsoever with respect to the ability of the Products to satisfy such local laws, rules or regulations.

## **8. Liability of Domicet for delayed delivery**

Domicet confirms the delivery times of the ordered items with a confirmation of order, which is based on the best knowledge at that time of the possible delivery time. Regardless of this the customer cannot claim damages due to delay unless Domicet has been guilty of intentional misconduct or gross negligence.

## **9. Liability of Domicet for defective Products**

The liability of Domicet for the defective Products shall always be limited to the repair or replacement of the defective Products in accordance with the applicable delivery terms or, at the discretion of Domicet, refund of the purchase price for the defective Products.

In no event shall Domicet be liable for any additional damage, unless Domicet has been guilty for intentional misconduct or gross negligence. Domicet is also not liable for damages caused by a third party.

## **10. Limitation of liability**

To the maximum extent permitted by applicable laws, the liability of Domicet for any direct, indirect or any other damage shall always be limited to the purchase price agreed by the Parties.

In no event shall Domicet 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 Domicet have been guilty for intentional misconduct or gross negligence.

### **11. 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 (a) it could not reasonably be expected to have taken into account the impediment at the time of the conclusion of the Agreement, and (b) it could not reasonably have avoided or overcome its effects.

Such an 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) fire or discontinuance of energy production, delivery of water, electricity or heating; (iii) exceptional weather condition; (iv) partial or total damage of machinery or plant; (v) lack of components, parts, raw materials or fuel; or, (v) discontinuance of common transport. Subcontractor's delay shall be deemed to constitute an acceptable force majeure situation should the subcontractors 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 event of force majeure, as soon as reasonably possible.

In the event that the force majeure situation continues longer than three (3) months, both Parties have a right to terminate the Agreement with immediate effect, and without liability.

### **12. Applicable law**

The Agreements shall be governed by the laws of Finland.

### **13. Dispute settlement**

Any dispute, controversy or claim arising out of or relating to any Agreement, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Central Chamber of Commerce of Finland. The place of arbitration shall be Turku. The language to be used in the arbitration proceedings shall be English.

Notwithstanding the aforesaid, Domicet may at its discretion alternatively undertake legal proceedings in the district court of Turku.

---

You can find more information about Domicet Products from the website: <http://www.domicet.fi>