In these general Terms of sale, “seller” refers to Koskisen Oy, and “buyer” to the organisation, group or other contractual party with whom the seller has entered into a business connection with the terms of the seller’s order confirmation.

1. Parties and product

In these general terms of sale, “seller” refers to Koskisen Oy, and “buyer” to the organisation, group or other contractual party with whom the sale contract is made or to whom the offer is addressed. “Product(s)” refers to Koskisen Oy’s products intended for sale.

2. General product information

The information presented in brochures and other announcements is indicative and does not bind the seller. It is binding only when specifically referenced in a written contract.

3. Offers

The seller’s offer is valid for the term mentioned in the offer. If the term is not mentioned, it is 3 working days from the date of the offer.

4. Contractual terms

4.1. Definition and Validity of Contract

In this General Terms, “contract” shall mean a sales contract, which comes into force between the buyer and as specified in the offer from the date of theoffer.

In offer-based sales, a contract is entered into when the buyer has notified its acceptance of the seller’s offer. If the sale is based on the buyer’s order, the sale contract shall become effective when the seller has sent a written order confirmation to the buyer’s official or separately communicated address. Should the buyer’s and the seller’s order differ from each other by mistake, the sale shall be compliant with the terms of the seller’s order confirmation.

4.2. Delivery allowance

Unless otherwise agreed, the seller has the right to deliver 5 percent more or less than the item amount specified on the order.

4.3. Packaging

Unless otherwise agreed, the seller shall deliver the products in Koskisen Oy’s standard, packaging.

4.4. Product attributes

The seller is not liable for the quality of the product and for other attributes only in accordance with the information specified in the contract or otherwise provided by the seller in writing related to the specific sale. The buyer is responsible for the accuracy of the information it provides to the seller concerning product attributes.

5. General agreements

5.1. Definition

General agreements shall mean agreements, under which the product prices are separately agreed upon for a specific time period and/or under which different delivery dates are tentatively agreed upon.

5.2. Separate sales

If such agreement covers several deliveries or separate deliveries, each delivery will be deemed a separate sale. The buyer is not entitled to cancel sales that have not yet been delivered on the basis that delays, errors or shortages occurred in previous deliveries, unless such delay, error or shortage may be regarded as substantial breach of the contract in question and for which the seller is to blame.

5.3. Price adjustments

Unless otherwise agreed, written notification of product specifications for making deliveries in accordance with the general agreement must be provided by the seller to the buyer by telefax or by email at least eight weeks before the predicted or desired delivery date; such written notification made in this time is confirmation by the customer of the validity of the reservation and the delivery based on it. The seller shall, however, confirm the delivery date of every instance with the buyer by separate order confirmation.

5.4. Price adjustment

If, after the agreement becomes effective, the product’s raw material price increases or when the price of the currency to be used for payment is subject to exchange rate changes cause an excessive and unreasonable increase in the seller’s procurement, production, transport or other such costs, the seller is entitled to adjust the price of the delivery delivered to the changed circumstances. The buyer is entitled to cancel the remaining deliveries affected by the price increases without sanctions.

6. Delivery

6.1. The buyer shall submit payment for every delivery by the due date noted on the invoice. Each party shall pay its own bank fees from originating for the payment transaction.

6.2. The seller shall be entitled to demand an acceptable security (e.g. credit insurance or letter of credit) against every delivery in question.

6.3. In the event of late payment, the seller is entitled to collect from the buyer penal interest in the amount noted on the invoice or otherwise agreed on. If the amount of the penal interest has not been agreed upon, the interest rate specified shall be based on the legal penal interest as provided by Finnish Interest Act.

7. Deliveries

7.1. The delivery date specified is approximate. Upon receiving information of a delay, the seller is obligated to immediately notify the delay to the buyer along with the cause of the delay and the estimated time to complete it.

7.2. The seller shall make its best efforts to meet the delivery date specified in the seller’s order confirmation. If the buyer fails to open a letter of credit in agreement with the agreed settlement or the payment in advance according to the contract, the delivery date to be observed by the seller shall be postponed corresponding to the buyer’s delay.

7.3. The place at which responsibility for product damages shifts from the seller to the buyer is determined in accordance with the applicable trade term of International Chamber of Commerce’s Incoterms, current at the time of shipment.

7.4. If the buyer fails to accept the goods at the agreed delivery site, the seller shall be entitled, at his discretion, to demand the payment from the buyer or to annul the agreement on those products that have not been accepted. In both cases, the seller is entitled to demand all costs and damages incurred by him due to the buyer’s failure.

7.5. When the price specified in the agreement includes transportation costs to be paid in part or full by the Seller, the Seller is entitled to choose the mode of transport.

8. Ownership of goods

8.1. The Seller reserves title to the goods he has supplied until full payment of all receivables arising from the business connection with the Buyer has been received, including future receivables arising out of contracts entered into on the basis of previously completed deliveries. This is also expressly applicable to the balance outstanding where all receivables are included in a total sum and the balance has been calculated and accepted by the Buyer.

8.2. The Buyer shall be entitled to dispose of the goods within the normal course of his business operations, but not to pledge or assign or charge the goods without the Seller’s security. The Buyer shall also be under an obligation to dispose of the goods only subject to Retention of Title. The Buyer hereby assigns to the Seller in advance all amounts due from his customers in connection with or arising out of any sale of the goods.

8.3. Any treatment or processing of the goods subject to Retention of Title which may be undertaken by the Buyer is carried out on behalf of the Seller. Should the goods subject to Retention of Title be processed, mixed or blended with goods not subject to Retention of Title, the Seller shall acquire a share of the property in the newly resulting goods in proportion to the relation between the value of new goods caused by Retention of Title and the value of the other goods so processed at the moment of processing, mixing or blending. Should the Buyer acquire the sole property to the products arising from the processing, mixing or blending that are the property of the Buyer, the Buyer assigns to the Seller the entire property and the goods subject to Retention of Title be resold by the Buyer after processing, mixing or blending with goods not belonging to the Buyer, the Buyer shall assign to the Seller the proceeds of resale up to the value of the goods subject to Retention of Title.

8.4. If the Buyer shall sell the goods subject to Retention of Title in favour of the Seller are attacked by any third party, the Buyer shall inform the official or separately communicated address. Should the Seller may at any time require the Buyer to advise him of the assigned receivables and their respective debtors, to give him all information necessary for the collection of the receivables and to furnish him with all relevant documents, as well as to advise the debtors of the assignment.

8.5. In case in the Buyer’scustody which are subject to Retention of Title in favour of the Seller are attacked by any third party, the Buyer shall inform the official or separately communicated address. Should the Seller may at any time require the Buyer to advise him of the assigned receivables and their respective debtors, to give him all information necessary for the collection of the receivables and to furnish him with all relevant documents, as well as to advise the debtors of the assignment.

9. Limitation of liability

9.1. When the goods are not in accordance with the agreed specification or the delivery is incomplete, the goods shall be exchanged for the delivery which is incomplete. If the damages are caused by the other party, providing that the exchange or completion can be carried out without difficulty. The seller’s liability for reasonable costs incurred for the exchange or completion proceedings, the Buyer shall separate the goods subject to Retention of Title from the rest of its inventory and retain custody over such goods. Should such sale be undertaken by the Buyer to release the excess security on the Buyer’s demand to the extent that its realizable value exceeds the receivables secured by more than the delivery amount.

9.2. If the goods are subject to Retention of Title and the Buyer does not liquidate the reserved rights. The seller’s overall liability shall be limited, in respect of each separate sales contract, to the net sales price (taxes and costs excluded), unless the Buyer shall have no legal title to the application for the goods for specific purposes unless so warranted in writing.

9.3. The seller does not warrant or guarantee that the buyer is not responsible under any circumstances for the goods delivered. The seller’s overall liability shall be limited, in respect of each separate sales contract, to the net sales price (taxes and costs excluded), unless the Buyer shall have no legal title to the application for the goods for specific purposes unless so warranted in writing.

10. Complaints

Upon delivery of the goods, the buyer shall immediately notify the seller in writing of any inaccuracies or shortages the buyer has or should have noticed if practicing adequate carefulness. If the complaint is not received by the seller in writing within 3 days from the day on which the buyer has noticed the delay or error, the buyer’s objection shall be lost.

The buyer shall give written notification to the seller of any defect in the product, which cannot be examined by an adequate inspection upon receipt of the products, within 4 weeks of receiving the product. However, in order to retain his rights, the buyer must prove the origin of the products (packaging list or the like).

The buyer shall store in a covered storage area any products for which a complaint has been submitted for at least two weeks after providing written notification to the seller so that the seller can, if desired, inspect said products at the buyer’s facilities.

The buyer shall send a sample of the said product to the seller by mail immediately after the written notification of formal complaint. If mailing the sample is impossible to organise i.e. the products have already been installed, the seller may request the buyer to send a sample of the buyer’s facilities. Claims will only be considered up to the value of the replacement material unless otherwise agreed.

11. Product liability

For damage caused by attributes of the product, or incorrect or insufficient information, instruction or advice related to the product, the seller is responsible for the accuracy of the information it provides to the seller concerning product attributes.

12. Force majeure

12.1. Force majeure shall mean any supervening unforeseeable circumstances beyond the control of either party, e.g. war, fire, strike, riot, flood, earthquake, act of Finnish or foreign authorities, war, labour disputes, extensive military drafts or other impediments to maintain a workforce, shortage of raw materials, fuel, electricity or other energy, subcontractor delays, fire, production facility disruptions or other production facility mishaps, shipwrecks, ice or similar calamities for which the party liable to perform is not answerable and as a result of which production, shipment, acceptance or use are reduced, delayed, prevented or cannot be performed. Any force majeure event shall relieve the seller of his obligation to deliver and the buyer of his obligation to take delivery as long as, and to the extent that, the disturbance continues. If this time exceeds two months, either party shall have the right to wholly or in part withdraw from the deliveries which were supposed to be delivered during the course of the disturbance.

12.2. If some delivery installment must be postponed due to the above-mentioned impediments, the remaining part of the contract shall be performed in the same way as undertaken.

12.3. The party exercising the above-mentioned rights shall give the other party written notification of such without delay.
12.4. The party is not liable to the other party for damages or losses arising from the delivery postponement or cancellation.

13. Arbitration

Disputes arising from the interpretation and application of the agreement shall be resolved by one arbitrator in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be in Helsinki, Finland. The language to be used in the arbitral proceedings shall be English.

14. Applicable law

The applicable law shall be the Finnish law.