

**1. Scope of application**

These terms are applied in the trade between buyers and sellers of components and equipment in which installation is not included, unless otherwise agreed to in a written contract. The terms does not apply to agent trade, where the sales terms of the manufacturer of the goods apply.

**2. Validity of offer**

The offer of the seller is valid for the time stated in the offer. If the time of validity is not sated, the offer is valid for 30 days.

**3. Contract of sale**

The contract of sale becomes valid when the buyer accepts the offer of the seller. If there is no offer, the contract of sale becomes valid when the seller has confirmed the order or delivered the goods.

**4. Delivery time**

If not otherwise agreed, the delivery time starts at the date of the contract of sale. If the buyer does not accept partial deliveries, this has to be agreed by the time of signing the contract of sale.

**5. Terms of delivery**

If not otherwise agreed, the term of delivery is Ex Works the sellers warehouse, excluding packaging and handling fee.

**6. Warranty**

The warranty given by the manufacturer of the goods applies. This usually means repair or replacement of faulty goods. Warranty does not apply to products, which have been used against given specifications.

**7. Delay**

Once become aware of it, the seller is obliged to, immediately inform the buyer about a delay in delivery. If the delay is caused by the seller, not the buyer, the buyer is entitled to seek compensation for direct damages caused by the delay. The amount of the compensation is 0,5% of the value of the delayed delivery for every full week of delay. The maximum value of the compensation is 7,5% of the value of the delayed delivery. If the buyer refuses to receive the delivery at the agreed delivery date, the seller is entitled to corresponding compensation.

**8. Indirect damages**

The seller is not liable for any indirect damages caused by the delayed delivery or other faults in the delivery.

**9. Price and adjustments of price**

The price mentioned in the offer is the net price excluding VAT, for a certain amount of product in the seller's warehouse. If import fees or other terms stated by authorities changes before the date of delivery, the seller is entitled to change the price correspondingly. In case the offer includes a currency clause, and there is minimum 2% change in the currency rate mentioned, the seller is entitled to adjust the price correspondingly.

**10. Term of payment and small order fee**

Unless agreed otherwise, the term of payment is 14 days net, calculated from the date of the invoice. For orders with value below EUR 100,-, a small order fee of EUR 7,- is debited.

**11. Credit limit**

A credit limit is separately defined for the buyer. The seller does not make deliveries exceeding the defined credit limit.

**12. Delay of payment**

If the buyer neglects to settle payments within the payment term or other obligations of the buyer, the seller has to right to stop deliveries until due payments have been settled. The agreed delivery

time is considered to be moved accordingly, and the buyer is not entitled to compensation for delay or to cancel the order.

**13. Penalty interest**

When payment is delayed, the seller invoices a penalty interest according to the rate stated in the invoice. In addition to the penalty interest, the seller has the right to charge for reasonable collection costs.

**14. Claim and correction**

The buyer has to inform the seller about any faults in the delivery within 8 days from the time of delivery. If the reason for the fault is the seller, it is the responsibility of the seller to repair the fault. The buyer has to agree about the terms of return with the seller.

**15. The buyer's right to termination of contract**

If the delivery made by the seller substantially differs from what is agreed, and the fault can not be repaired in a reasonable time limit, the buyer has the right to terminate the contract of sale. If the goods have been purchased based on instructions given by the buyer and only for the buyer, the buyer does not have the right to terminate the contract of sale.

**16. The seller's right to terminate the contract**

If the payment for the delivery has not been settled by the buyer according to the payment term, the seller has the right to terminate the contract of sale or the part of that which has not yet been executed. The seller also has the right to terminate the contract of sale, if it becomes obvious that the buyer will not be able to settle the payment, or that the settlement will be delayed substantially.

**17. Insurmountable difficulties**

The seller is not obligated to fulfil the terms of the contract of sale in case of an insurmountable impediment, beyond the seller's control. Moreover, if fulfilling the contract of sale would call for sacrifices that are unreasonable in comparison with the advantage to the buyer, the seller is not obligated to fulfil the contract of sale. The buyer is not entitled to compensation if the contract of sale is not fulfilled due to reasons of this clause.

**18. Insurance**

If not agreed otherwise, the delivery is made under responsibility of the buyer. Etra Electronics Oy keeps the right to insure domestic shipments on the buyer's expense.

**19. Responsibility of damage caused by the product**

The seller is not responsible for damage caused by the product to the buyer. For other damages caused by the product valid legislation regarding product liability applies.

**20. Transfer of ownership**

The ownership of goods is transferred to the buyer upon payment of the entire price of the goods.