

Feon Oy's General Conditions of Sale as of 1st of February 2017

In its deliveries of products and services Feon Oy applies Technical Traders' General Conditions of Sale of Steel and Metal (Teknisen Kaupan terästen ja metallien yleiset myyntiehdot TK Teräkset ja metallit 2010) with the following clarifications and additions.

1. Terms of Delivery (ref. to clause 3.2)

The applicable delivery term shall be FCA or CPT in the location specified in the order (Incoterms 2010).

2. Purchase Price (ref to clause 4.1)

Freight and packing costs, material certificates as well as other possible delivery costs shall be invoiced in addition to the purchase price.

The credit terms of the delivery shall be agreed separately if the value of the delivery exceeds the credit limit of the customer.

3. Terms of Payment and Penalty Interest on Arrears (ref. to clause 4.2 and 4.4)

The term of payment is fourteen (14) days net from the date of invoice. The late penalty interest on arrears is sixteen (16) percent.

4. Adjustment of Purchase Price (ref. to clause 4.3)

In consequence of a purchase price change of the product manufacturer or service provider, Feon Oy reserves the right to adjust the agreed sale price.

5. Complaints and Returns (ref. to clause 4.7)

The buyer shall immediately when receiving the delivery inspect the correctness of the waybill and content of the delivery. Possible deviations in the content or non-conformity of the delivery shall be recorded in the waybill. The buyer shall not be allowed to any other compensation or reimbursement than stated in clause 4.7 (right to rectify the non-conformity or new delivery).

A return right does not exist for non-defective products.

6. Force Majeure (ref. to clause 5.3)

The total or partial failure of factory, machinery and/or device shall also be considered as Force Majeure. In addition, the Force Majeure of product manufacturer or service provider, shall be construed as Feon Oy's Force Majeure.

7. Limitation of Liability (ref. to clause 7)

The aggregate liability of Feon Oy shall not in any case (including product liability) exceed twenty (20) percent of the purchase price.