

GENERAL TERMS AND DELIVERY CONDITIONS OF ISKU INTERIOR OY, VALID FROM 1 AUGUST 2020

The General Terms and Delivery Conditions of Isku Interior Oy (hereinafter 'ISKU') will be valid from 1 August 2020 until further notice. These General Terms and Delivery Conditions of ISKU will replace any previous general terms and conditions.

The General Terms and Delivery Conditions are applied to business transactions between ISKU and the customer and to the delivery of the goods and services (hereinafter also 'products') defined in the order confirmation, unless otherwise agreed on in writing.

By accepting an offer submitted by ISKU or by otherwise purchasing ISKU's products, the customer undertakes to comply with these General Terms and Delivery Conditions.

Prices are the prices stated in the currently valid price lists of ISKU, unless otherwise mentioned in an offer. The prices include packaging when goods are delivered. Value-added tax according to the currently valid VAT rate and any other similar statutory payments are added to the price. ISKU reserves the right to change its price lists.

An offer is valid in its entirety. ISKU has the right to change its offer if the customer does not accept the offer in its entirety. Products, services and additional work not included in the offer will be invoiced for separately in accordance with a valid price list.

Plans, designs, drawings, images, calculations and other documents related to the offer remain the property of ISKU and the customer does not have the right to use them for a purpose other than that pursuant to the offer or to disclose information on them to a third party.

Delivery term: According to FIN 01 terms, delivered to the customer's office on weekdays between 8 am and 4 pm.

The price of the **transport service** is 2.5% of the grand total of the delivery but no less than EUR 69. If the value of the delivery is less than 3,000 euros, an additional fee of 62 euros for a small delivery shall be charged.

The products shall be insured at the expense of the customer. The insurance fee is 0.25% of the billed price (excl. VAT). No insurance shall be taken out for the State or for Government offices, unless otherwise separately agreed. The risk of loss is passed to the customer once the products have been delivered according to the delivery term.

For **installation service**, a separate fee shall be charged according to the installation service price list, unless otherwise mentioned in the offer. The price of the installation service is 6% of the grand total of the delivery but no less than EUR 75.

The delivery time begins when all the information necessary for completing the order has been submitted to ISKU and ISKU has submitted an order confirmation to the customer. Either party must notify the other party in writing, if there is a risk of delay in the delivery or in the receipt of the delivery. ISKU has the right to change the prices of the products included in the delivery if the content or the schedule of the delivery must be changed for a reason due to the customer. The customer must inspect the order confirmation without delay and submit a notification on any deviations.

Delivery week refers to the calendar week subsequent to the end of the delivery time. After the delivery time, the products will be at an ISKU delivery point, ready for delivery. The parties will agree separately on how the order is to be delivered and installed during the delivery week.

For **changes to the delivery time** that take place at the request of the customer or for another reason not dependent on ISKU and that extend more than three business days beyond the agreed delivery date, the customer shall be charged 0.80 euros per day per pallet. In addition, any other costs that arise as a result of the need to empty spaces, switch to another delivery time, arrange storage or use outside installation work shall be charged from the customer. A situation in which the customer's premises are not in a state to allow installation is also regarded as a change to the delivery time. The customer must ensure that no obstacles prevent the products from being carried to the premises and for example lifts must be made available to the persons carrying the products and/or the installers. Obstacle-free access must be ensured for the vehicles transporting the products.

The **payment term** is 7 days net of the invoice date. ISKU has the right to invoice the customer for a partial delivery. A penal interest referred to in the Interest Act (633/1982) shall be charged for any overdue invoice. In addition, any debt collection fees shall be charged from the customer. Invoices shall be sent electronically. A fee of 10 euros per order shall be charged for a paper invoice.

The ownership of the product is only transferred to the customer once the price of the delivery has been paid in full.

Notifications on any **deficiencies or other claims** must be submitted in writing within 7 days of the receipt of the product. Even if there are deficiencies or other claims, at least 90% of the invoice shall always be paid according to the agreed payment term, unless the claim concerns more than 10% of the value of the delivery. A delivery that corresponds to the order confirmation cannot be returned.

The warranty period for standard items in the collection that are manufactured by ISKU is 5 years, calculated from the delivery date. For other than standard products, the warranty period is 2 years. The warranty is valid in normal conditions of use and it covers any material and manufacturing defects in the product. The warranty period is 2 years for control room desks and chairs and other products, including wearable parts such as gas cylinders and caster wheels, that are in uninterrupted use (24/7). No warranty shall be granted for upholstery materials or surface treatments that do not belong to the Isku collection. The warranty does not cover normal wear and tear or damage caused by mishandling of the product. The warranty is valid only if the user and care instructions as well as installation instructions of the product and the materials have been followed. The product warranties of other manufacturers are determined according to the guarantees granted by them.

The customer must present a written claim to ISKU concerning the warranty within the guarantee period and within eight (8) business days of becoming aware of the fault. ISKU has the right to choose to either grant a reduction in the price of the product, remedy the defect in the product or replace the faulty product. Repair of the product or the delivery of a new product in connection with the warranty does not extend the warranty period.

In case of **damage**, ISKU is liable for any damage to a private individual caused by the products it has delivered pursuant to the provisions of the Product Liability Act (694/1990). ISKU is not liable for any damage caused to fixed assets. ISKU is not obliged to compensate the customer for any indirect damage due to delay, incorrect delivery or any other cause.

In case of **force majeure**, which makes it impossible or materially difficult to meet these Terms and Conditions of Delivery, the parties have an equal right to be released of their delivery or reception obligation at the agreed time, either in part or in full.

Any **disputes** arising from the agreement that cannot be settled amicably within a reasonable period of time shall be submitted for resolution to the Lahti District Court or, if ISKU so demands in writing, to a one-member court of arbitration appointed by the Arbitration Institute of the Finland Chamber of Commerce according to its arbitration rules.

ISKU reserves the right to change the Terms and Conditions of Delivery.

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