

## GENERAL TERMS AND CONDITIONS OF SALE OF HYDROLL OY

Sphere of Application	These terms and conditions are applicable to all deliveries, orders and offers by Hydroll Oy, unless Hydroll Oy has explicitly informed otherwise in a particular case or unless Hydroll Oy and its customer have separately explicitly agreed otherwise in a particular case.
Delivery Term	EXW Lapua, Incoterms 2000  Hydroll Oy shall be entitled to charge separate remuneration from the customer for material and other costs incurred by Hydroll Oy for proper packaging of the goods.
Payment Term	14 days from the date of invoice. Hydroll Oy shall be entitled to refrain from delivery and any other of its obligations until the customer has fully settled all of its debts to Hydroll Oy.  Hydroll Oy reserves a right to require an upfront payment from the customer, should Hydroll Oy have unpaid receivables which have already become due for payment from the customer.  The ownership of the sold items will remain to the seller until the whole invoiced amount has been paid.
Delay Interest	13 % per annum.
Changes in Prices	Hydroll Oy shall be entitled to increase the prices agreed with the customer to the extent that Hydroll Oy's costs are increased by changes in the prices of Hydroll Oy's suppliers of commodities, raw material, or components, or by changes in currency rates, freight costs, customs duties, value-added-tax or other authority charges or levies.
Returning of the Goods	Should the customer be entitled to return any good to Hydroll Oy under these terms and conditions, the customer shall separately agree with Hydroll Oy upon the arrangements relating to the returning of such goods, either in writing, by fax or by email. Should the customer have, without justification returned to Hydroll Oy a good which it has ordered from Hydroll Oy, Hydroll Oy shall become entitled, but not obligated, to rescind the sales agreement thereof by paying to the customer an amount corresponding to 85 % of the value-added-tax free amount paid by the customer for such good, if any, deducted with all costs and damage incurred by Hydroll Oy in relation to the delivery, packaging, handling and returning of the such good. The amount payable by Hydroll Oy shall not, however, exceed the aftersales based market value of the respective good at the time of returning thereof.

Liability for Defects	The liability for defects of Hydroll Oy shall remain in force for one year calculated from the date of the respective consignment note or corresponding delivery documentation and, in the absence of such documentation, from the date when the goods have become available to the customer in accordance with the agreed delivery term. Based upon Hydroll Oy's liability for defects, Hydroll Oy shall be responsible, in accordance with the below mentioned NL92 E terms and conditions, for defects in goods based upon faulty design, materials or workmanship to the extent that the goods have not, at the time of delivery, conformed to the product specifications agreed upon by Hydroll Oy and the customer. The liability for defects shall not apply to wearing parts, such as couplings, gas valves and seals. The liability for defects of Hydroll Oy shall be conditional upon the customer providing Hydroll Oy with a written notice of defect within 8 days from the receipt of the good, should the defect have been noticeable in connection with the possible receipt inspection at the time of delivery and, should the defect not have been noticeable in connection with the possible receipt inspection, within 8 days from the time that the defect has otherwise become noticeable or that the customer could have noticed the defect.
Limitation of Liability	The liability of Hydroll Oy based upon any defect, and/or delay, and/or any damage based upon breach of contract shall be limited to 15 % of the purchase price of the respective good to which the defect, delay or breach of contract relates. The maximum liability shall also include all possible delay interests and other sanctions.
Settlement of Disputes	Any and all disputes arising out of or in relation to this agreement, including, but not limited, to the breach, termination or validity thereof, shall be finally settled in arbitration in accordance with the Rules of Arbitration of the Arbitration Institute of the Finnish Central Chamber of Commerce. The place of arbitration shall be Vaasa, Finland and the language of arbitration shall be English.

To the extent not stipulated otherwise the general conditions NL92 E shall be applicable.  
(General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment)