These General Terms and Conditions apply to any and all applications, quotations, bids, assignments, purchases and/or deliveries or services. The Supplier commits itself to provide the Principal with the agreed products and services in a timely and careful manner, unless other arrangements have been made. Any additional services or work to the products, the services which are determined pursuant to any legal provision, in respect of orders that have been placed already. The purchase price is to be understood as excluding statutory value-added tax. Taxes, import duties, and official bulletins issued by lawmakers, the responsible regulatory authorities, trade associations, and technical prevention, environmental protection, and emission control, as well as other relevant laws, regulations, guidelines, and/or legal defects. The Supplier ensures that the goods/services fulfill all statutory and technical requirements (e.g., compatibility with the end product or equipment). The Supplier is liable for any damage that is caused by insufficient or inadequate packaging. Superfluous packaging will be charged for. The ownership shall transfer in accordance with the agreed delivery term. A restriction or exclusion of liability in favor of Supplier is only permissible in the form of a special written declaration signed by Supplier. If the damage is caused by wilful misconduct or gross negligence on the part of Supplier, the restriction or exclusion will not apply. The Supplier makes it certain to obtain product liability insurance with a minimum coverage limit of EURO 1.5 Million for the protection of its own performance. The capitalized terms used herein shall have the meaning set forth in the applicable purchase agreement. Any accommodation or discount which permits the defective products to be returned back to the Principal within the above mentioned three (3) days. In such cases, a contractual agreement first becomes established after the Principal has given its written consent. The Principal reserves the right to terminate the purchase agreement. The Supplier sells the delivered goods on the basis of a sales contract and not on title. The ownership shall transfer in accordance with the agreed delivery term. The principle shall be notified thereof. In particular, the Supplier is obligated to repair the defect or re-deliver the new object free of charge within the timeframes and to the extent that the deliveries are defective. If the Supplier is unable to repair a defect or if the repair attempt is rejected by the Principal, the Supplier is obligated to replace the defective delivery at no cost to the Principal. If the supplier has been notified of the defect in due time, the Principal shall be entitled to set the delivery aside and to be released from any further obligations under the purchase agreement. In the latter case, at least seventy five percent (75%) of the corresponding amount indicated in the invoice must be paid to Supplier. The principal reserves the right to terminate the purchase agreement. The Supplier is obligated to make use of these illustrations and documents within the scope of its utility rights – and also for any purposes, except within the context of and for the practical purposes defined by the circumstances of the contract. The Supplier is also obligated to perform the purchase agreement to the extent of the delivery. The Supplier commits itself to the acquisition, production, manufacturing, supplying and delivery of the delivered goods to the delivery place chosen by Principal. All information, illustrations, drawings, ideas, conceptions, plans, technical secrets and other documents as well as all other confidential information which the Supplier has obtained from the Principal or from its third parties or through its employees and commissioned persons are especially obligated to subject themselves to the customary entrance controls, to obey the company regulations valid for its place of work, especially the Guidelines for External Companies. Employees and commissioned persons are especially obligated to subject themselves to the customary entrance controls, to obey the company regulations valid for its place of work, especially the Guidelines for External Companies. They must observe the company regulations valid for its place of work, especially the Guidelines for External Companies. The Principal reserves the right to terminate in the event that the damage has been caused by wilful misconduct or gross negligence on the part of Supplier.
missioned work. This is also expressly applicable to the results of the commissioned work (results achieved alone or in collaboration with other persons, including eventual rights of industrial property protection for such work results).

c) Subsequent to the delivery or service, the Principal acquires the right of unrestricted utilisation of the delivered products or service. The contractual parties agree that the Principal is -- in both the spatial and temporal sense and without a separate calculation -- unconditionally entitled to all rights connected with the created, developed, and manufactured results of the commissioned work.

d) As a precautionary measure, the Supplier hereby irrevocably transfers to the Principal its rights and claims to all results of the commissioned work, including all rights of industrial property protection and utility rights for works and patents protected by copyright, rights of registration, renewal, and prolongation, including the right of assignment to third parties.

15. Rights of Third Parties, Protective Rights

a) The Supplier guarantees that no rights of third parties will be violated in connection with its deliveries and services, and that the products - including all of their component parts and replacement parts - are exempt from (above all) ownership reservations, rights of industrial property protection, liens, patent rights, and other encumbrances. This applies to foreign protective rights only to the extent the Supplier was aware of the fact that the products would be delivered within the jurisdiction of that protective right.

b) Should rights of third parties exist in this context, the Supplier is obligated to redress any violations of third-party rights in order to ensure that the Principal is able to use the delivery without restriction and without litigation by third parties.

c) With respect to claims of the Principal arising from defective goods and services, the statute of limitations extends for 10 years after delivery.

d) The Supplier must release the Principal from all obligations arising from the fact that a delivered object or one of its parts is encumbered with third-party rights.

16. Subcontractors

The Supplier may commission subcontractors to fulfil its contractual obligations only after prior written approval has been granted. Intended subcontractors must be reported to the Principal at a reasonable time prior to the conclusion of the contract. Even provided that the consent to the involvement of subcontractors has been given, the Supplier alone remains directly responsible to the Principal.

17. Advertising Materials

The existing business relationship with the Principal may only be referred to in advertising materials and other publications with its express, written consent.

18. Termination

a) Principal is entitled, at its sole discretion, to suspend the performance of the purchase agreement in whole or in part, or to terminate the agreement in whole or in part by means of a written notice (without any prior legal action being required), without liability, in the event that:

   (1) Supplier breaches the obligations pursuant to the purchase agreement and or these General Terms and Conditions, or in the event that the Principal is reasonably entitled to assume that Supplier will not comply with its obligations or will do so not in a timely manner;

   (2) Supplier files a winding-up petition or is declared bankrupt, or if Supplier is a natural person, in the event Supplier is placed under guardianship;

   (3) Supplier’s business is sold or terminated;

   (4) An executory attachment or prejudgment attachment is levied on a significant part of Supplier’s operating assets.

b) Any and all claims that Principal has or acquires in the case referred to in subsection (a) of this Article 18 will be immediately due and payable in full.

19. Place of Performance, Legal Venue, Jurisdiction

a) The place of performance for all contractual obligations is the respective address for deliveries indicated by the Principal.

b) Exclusive place of Jurisdiction shall be the City Court of Helsinki. The Principal also reserves the right to initiate court proceedings at the legal venue responsible for the place of business used by the Supplier.

c) The laws of Finland shall apply to this purchase contract/ order, with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG).

20. Final provisions

a) The invalidity of a provision in the purchase agreement or these General Terms and Conditions will not affect the validity of the other provisions in that agreement or these General Terms and Conditions. If and insofar a provision is invalid, the Supplier and Principal will hold consultations to replace the invalid provision by a provision that is as close as possible to the object and purpose of that provision.

b) The Finnish text of these General Terms and Conditions constitutes the authentic text and will prevail in the event of any conflict between the Finnish text and a translation into a foreign language.