

General terms of delivery 2024

These terms (hereinafter "General Terms of Delivery") shall apply to deliveries, quotations, order confirmations and agreements concerning any products produced and marketed by Swisspearl Suomi Oy and concluded between Swisspearl Suomi Oy (hereinafter "Swisspearl") and its client (hereinafter "Client", the Client and Swisspearl hereinafter individually referred to as a "Party" and collectively as "Parties").

1. Quotation and conclusion of contract

1.1. Quotation

A quotation submitted by Swisspearl shall be binding as stated in the quotation. If the date of expiry is not stated, the quotation shall be in force fourteen (14) days from the date of issue. The price notified by Swisspearl in the quotation is based on the information that the Client has given in the request for quotation or otherwise provided to Swisspearl. Swisspearl reserves the right to revise the price and other terms notified in the quotation in case the order submitted by the Client does not correspond to the information provided to Swisspearl prior to the submitting of the quotation.

1.2. Conclusion of Agreement

If Swisspearl has given the Client a quotation, the agreement shall be deemed concluded when the Client has accepted the quotation either in writing or orally. In other circumstances a binding agreement shall be deemed concluded when Swisspearl has either confirmed the Client's order in writing or orally, or has delivered the products ordered by the Client. After the conclusion of the agreement, the Client is entitled to cancel the order in whole or in part only with Swisspearl's consent and provided that the Client compensate to Swisspearl all costs due to the cancellation.

2. Price, invoicing and terms of payment

2.1. Price

The prices communicated by Swisspearl are exclusive of VAT and other possible public payments, which shall be added separately to each invoice.

Unless otherwise agreed in writing between the Parties, the prices communicated by Swisspearl are inclusive of customary transport platforms, but exclusive of transportation. All costs due to special packaging or transportation required by the Client shall be paid by the Client separately. Separate processing fees for small deliveries and incomplete transport platforms shall be charged in accordance with Swisspearl's price list as in force from time to time. Swisspearl shall charge a startup fee for the painting work of painted supplementary parts in accordance with the price list as in force from time to time.

2.2. Invoicing and Payment Terms

Unless otherwise agreed, the Client shall pay all fees to Swisspearl in accordance with the payment terms stated in the invoice. In case of delayed payment the Client shall pay penal interest on arrears in accordance with the Interest Act as well as possible collection charges.

In case of payment delays Swisspearl is entitled to interrupt the manufacturing and deliveries of the products ordered by the Client without any sanctions.

The Client shall present all eventual claims regarding the invoice at the latest within fourteen (14) days from the date of the invoice.

3. Obligations of the parties

3.1. Date of Delivery

Swisspearl shall, in the quotation or order confirmation, notify the Client in writing of the date on which the products will be ready for delivery in Swisspearl's stock. Swisspearl has the right to postpone the agreed date of delivery without any liability for compensation as set out in section 3.5 in case the delay is caused by:

After becoming aware of the delay, Swisspearl shall immediately notify the Client of the estimated new date of delivery.

1. delay or default in the delivery of a raw material supplier; or
2. other act or event independent of Cembrit and beyond its reasonable control.

3.2. Delivery Terms

Unless otherwise agreed in writing between the Parties, the delivery term FCA Lohja (Incoterms 2010) shall apply to deliveries.

If the Parties have not agreed on transportation, the Client shall collect the ordered products within two (2) weeks from the date Swisspearl has notified the Client of the products being ready for the delivery.

3.3. Warranty

Swisspearl grants to its products a warranty of three (3) years commencing from the date of delivery.

The warranty shall cover defects that appear during the warranty period in accordance with these terms.

The Client shall, without delay after becoming aware of defects appearing during the warranty period and belonging to Swisspearl's responsibility, notify Swisspearl thereof. Swisspearl shall, without delay after becoming aware of the defects that appeared within the warranty period, remedy such defects of the products at its own cost by either

1. repairing the defective products, or
2. providing the Client with substitute products.

The warranty granted by Swisspearl shall be limited to the above mentioned measures.

The warranty granted by Swisspearl shall not cover defects caused by ordinary wear and tear, incorrect use, transportation or storage of the products, installation not complying with installation instructions, carelessness or negligence of the Client, use of products for any other than the intended use of the product, or other external factors that do not fall under ordinary conditions of use of the product.

3.4. Quality of the Products

Swisspearl shall be responsible for the quality and other features of the products only in accordance with the information provided in the agreement between the Parties or information explicitly provided by Swisspearl in writing for an individual purchase.

3.5. Delay

In the event that the products are not ready for delivery on the agreed date for reasons attributable to Swisspearl and the Client has suffered damage due to the delay, the Client is entitled to liquidated damages amounting to 0.5 % of the purchase price (exclusive of VAT) of the delayed products for each full week of delay, with however, a maximum of 15 weeks.

The Client shall not be entitled to any other compensation for delay. No liquidated damages shall be paid unless the Client presents a written claim for liquidated damages to Swisspearl within two (2) months from the date on which the delivery should have taken place.

3.6. Delay Caused by Client

In the event that the delivery is delayed for reasons attributable to the Client, Swisspearl is entitled to invoice the products in accordance with the originally agreed payment terms and schedule.

In the event that the delivery of the products is delayed for reasons attributable to the Client or if the Client does not collect the products within the time limit set out in section 3.2, Swisspearl shall store the products at the Client's risk and cost. If the above mentioned delay or the Client's neglect lasts over two (2) months, Swisspearl is entitled to cancel such parts of the purchase that are undelivered due to the Client's neglect. The Client shall compensate to Swisspearl all damages caused by the Client's neglect.

3.7. Payment of the Purchase Price

If the Client invokes a defect of the delivered product or an error in the invoice and refuses to pay the purchase price, the Client shall, however, be obliged to pay the part of the purchase price corresponding to the defectfree part of the product in accordance with the agreement.

3.8. Delivery Inspection

Immediately after delivery, the Client shall verify that the number of delivered products corresponds to the order and that the products are externally

undamaged. If the number of products does not correspond to the order, or if there is an externally noticeable defect in the products, the Client shall (in case of agreed transportation) immediately notify the cargo operator thereof. The Client shall also notify Swisspearl thereof in writing without delay and at the latest within fourteen (14) days after delivery.

3.9. Inspection prior to use

Before using, fixing or installing the products, the Client shall perform a due inspection of the products.

The Client shall without delay and at the latest within fourteen (14) days from the date of the inspection notify Swisspearl in writing of all defects detected during the inspection.

In the event the Client does not perform the inspection measures customary in the field or does not interrupt the use of the products and notify Swisspearl of the defect as set out above, the Client shall lose its right to present claims on account of the defect.

3.10. Client's Liability for given information and loyalty obligation

The Client shall be liable for the accuracy of the information it has provided in the request for quotation or otherwise.

The Client may not invoke any defect that is due to inaccurate or deficient information that the Client has given to Swisspearl.

To the extent possible, the Client shall contribute to the execution of the agreement so that Swisspearl can manufacture and supply the products ordered by the Client in accordance with the agreement.

4. Swisspearl's liability

4.1. Liability for Defects

Swisspearl shall be responsible for its products conforming to the information provided by Swisspearl as set out in section 3.4. The Client shall, at Swisspearl's request, hand over to Swisspearl a deficient product or a sample lot for inspection. After having been able to verify the defect Swisspearl shall without delay and at its own cost and according to its choice either:

1. repair the defect of the product;
 2. renew the delivery; or
 3. refund the purchase price of the product to the Client.
- A defect in products shall not have any other consequences to Swisspearl than those expressly set out in this section 4.1. The Client shall not have the right to invoke a defect of the product in case the Client has neglected to:

1. submit a written claim within the time limit set out in sections 3.8 and 3.9, or otherwise without delay and at the latest within fourteen (14) days as from the date on which the Client came to know or should have come to know of the defect, or
2. conduct the inspections set out in sections 3.8 and 3.9.

Unless otherwise agreed in writing, Swisspearl's liability shall be limited to defects that the Client has notified to Swisspearl within a period of one (1) year from the start of use of the product and, in any case, within a period of three (3) years from the delivery of the product.

4.2. Limitation of Liability

Swisspearl shall not be liable for any defects or damages other than those set out in section 4.1.

Swisspearl shall not be responsible for any defects due to inaccurate or insufficient information provided by the Client or to incorrect use or use against instructions or default of installation, or damage caused by storing of the products. Swisspearl shall not be responsible for defects that are due to that the structure, in which the products have been fixed, has not been designed or constructed in compliance with good construction or installation methods and practices. Swisspearl shall not be liable for any loss of production, profits or turnover, loss of sales or market shares, interruption of production or service or for any indirect or consequential damage. These limitations shall not apply to damages caused intentionally or by gross negligence.

5. Force majeure

Swisspearl shall not be obliged to fulfill the agreement if a situation of force majeure is at hand. Shall be considered as force majeure all acts or events occurred after the conclusion of the agreement, which are independent of Swisspearl and beyond its reasonable control and which prevent or render unreasonable the fulfillment of the agreement.

6. Ownership and liability for risk

6.1. Ownership

Swisspearl retains title and ownership to the products delivered to the Client until full payment of the purchase price. In the event that the Client has not paid the purchase price after the due date in spite of a written payment reminder, or if Swisspearl has justifiable reasons to question the solvency of the Client and the Client is, regardless of the request, unable to provide Swisspearl with an adequate guarantee, Swisspearl is entitled to forbid the use and installation of the products, and to repossess the unpaid products delivered to the Client at the Client's expense.

6.2. Liability for Risk

Liability for risk regarding the purchased products shall pass to the Client simultaneously with the delivery of the products to the Client or to an independent cargo operator unless otherwise agreed in the delivery clause between the Parties. In the event that the products have not been transferred to the Client for reasons due to the Client, the liability for risk shall pass to the Client when Swisspearl has fulfilled its obligations regarding the delivery in accordance with the agreement. Thereafter the Client shall bear the liability for insuring the products.

7. Settlement of disputes

The product deliveries between the Parties and the quotations, order confirmations and agreements related thereto shall be governed by and construed in accordance with the laws of Finland. The International Sale of Goods Act (387/1964) is, however, not applied. Except for exceptions cited below, all disputes arising from or in connection with the above mentioned product deliveries and quotations, order confirmations and agreements which the Parties are unable to resolve by negotiations, shall be submitted to arbitration by a sole arbitrator.

The arbitrator shall be assigned by the Arbitration Institute of the Finland Chamber of Commerce and the dispute shall be settled in accordance with the rules of the said institute.

Notwithstanding the aforementioned, Swisspearl shall have the right to submit a claim for payment to the District Court of Swisspearl's or the Client's domicile.