

Embelin Ltd Delivery Terms and Conditions 01/2016

1. Appliance

These delivery terms are applied to sales between Embelin Ltd (later: "Seller") and customer (later: "Buyer") unless otherwise commonly agreed between the parties. Buyer accepts these delivery terms when giving the order to Seller.

This document is available in Embelin Ltd. web site (www.remuc.com/tos) and a copy can be delivered to Buyer on request.

2. Quotation

Quotation is valid only during the validity time. If not informed otherwise, it is valid thirty (30) days from the date of quotation. Seller keeps its rights to change prices and delivery times, if circumstances out of Seller require so.

Quotation and related pictures, designs, calculations and other documents and related rights are property of Seller. Customer (Buyer) has no right to use those against Seller or hand out those to a third party or use the customized technical solutions on their own benefit.

Prices on quotation are based on exchange rates on quotation date unless otherwise mentioned.

Prices on quotation are without any tax and duty. These taxes will be included to invoice if applicable.

3. Order and Contract

If the Buyer will give the order during validity of quotation, it will create a contract between the Seller and Buyer. Other orders will be judged as contracts after accepted by the Seller. Seller will send Order Confirmation to Buyer if requested.

The order should be delivered in writing. Verbal orders are not binding.

If the order differs from quotation, the sales contract will be based on the terms of quotation unless the Seller confirms otherwise.

4. Delivery

If nothing else is commonly agreed, the delivery term for domestic deliveries is EX Works Oulu (Incoterms 2010) and for international deliveries FCA Oulu (Incoterms 2010).

Possible transport and packing costs can be invoiced separately.

Fee for small orders is 50 € if the order amount is less than 500 € (VAT 0%).

The Seller will deliver the goods based on the contract. If the Seller can't deliver the goods in due time, the Seller will inform promptly the Buyer. If the delay (not force Majeure delay) would cause substantial costs or harm to the Buyer, the Buyer has a right to cancel the order in delayed part. In this case the Buyer has to pay the related factory costs to the Seller. If the Buyer does not cancel the order, the delivery is postponed to next possible delivery date. The seller will not be obliged to pay any penalties or liquidated damages due this delay.

Unless otherwise is agreed, the delivery time begins from some of the following dates, which is the latest: a) On date when contract/order is signed b) On date when authorization will arrive to Seller in projects which requires authorization from public authority c) On date when seller will get the agreed warrant or pre-payment d) On date when seller will get the agreed essential technical information.

The Seller is relieved from obligations and obligation to pay penalty, if the obligations are unmet due Force majeure like war, rebellion, fire, thunderstorm or similar natural phenomenon, delay in availability of any component or any other reason out from Sellers reach. A party appealing to Force Majeure is obliged to inform the other party immediately as the Force Majeure occurs and when it ends.

5. Price and ownership

If the Buyer will order the products based on prices from Price list, the prices are according to latest price list. All prices are without VAT and VAT will be added to invoice if applicable.

The payment should be made according to the contract. If not agreed elsewhere, the payment term is 14 days net from date of invoice.

The ownership of goods will be passed to Buyer when all payments including possible interests are settled. The Seller reserves the right to collect interest rates based on current legislation and possible reasonable debt collection fees.

If the Buyer can't receive the shipment on due date, reserves the Seller the right to invoice the warehousing fees.

If the Buyer has not paid their invoices based on contract, the Seller reserves right to refuse to deliver the ordered goods until debts with interests have been paid. The delivery date will be postponed accordingly and Buyer is not allowed to request any penalties or cancel the order.

The Seller reserves the right to request an advance payment if there is reasonable doubt to suspect the Buyer is in solvency or not willing to pay in due date.

The Seller reserves the right to adjust the prices if exchange rates, import fees or other fees out from Sellers reach are changed before the Buyer will settle the invoice.

6. Warranty

The Seller issues a warranty against defects in the products as stated on a separate Warranty Terms document.

7. Checking of product

The Buyer should inform the Seller within eight (8) days from receiving the delivery regarding any faults or defects in delivery or in product itself. The Buyer is considered to accept the delivery and product if the Seller has not received, within ten (10) days from receiving the delivery, a written reclamation with specified fault.

8. Fault in product

If the delivery or product is faulty and the Buyer has informed the Seller as stated in paragraph 7, the Seller has right to:

- a) fix the fault and deliver a fixed product to Buyer within a reasonable time, or
- b) deliver a new replacing product to Buyer, or
- c) reimburse the price of faulty product.

The Buyer has to return the faulty products to Seller with Sellers expense if Seller requires so. The sanctions on this paragraph will be exclusive and Buyer is not entitled to any other compensation. The Seller is not obliged to pay any liquidated damages based on possible faulty product.

9. Indemnity and limitation of liability

The Seller is responsible of damage of persons or assets created by faulty products according to current legislation and these terms. Buyer who acts as a reseller has to have sufficient product liability insurance.

The Seller is not responsible of damages created by faulty installation or service if Seller has not performed such installation or service. Neither the Seller is responsible of damages of misuse of product. The Seller is not responsible of damages when dismantling old product or installation of replacing product. The Seller is not responsible of indirect damages or financial damages such as loss of profit. Simultaneously the limitation of liability mentioned in warranty terms is applied.

10. Solving dispute

Any and all disputes that may arise between the Parties under or in connection with this Agreement shall be first tried to settle between the parties. If the parties can't settle the dispute, it will be finally settled in arbitration by one arbitrator in accordance with the Rules of the Arbitration Committee of the Finnish Central Chamber of Commerce pursuant to the regulations in force. The arbitration shall be conducted in Helsinki, Finland, in the English language.

The parties may agree together a different solving method.

The seller reserves the right to recover their receivables from Buyer on District court of Oulu.