

GENERAL CONDITIONS OF AT-MARINE OY FOR THE SUPPLY OF GOODS AND SERVICES

1. PREAMBLE

1.1. These general conditions shall apply to the supply of all goods and services delivered by any of our companies, unless otherwise agreed in writing.

2. OFFER

2.1. An offer may be either verbal or written, and is valid for a period of thirty (30) days from the date of submittance of the offer.

2.2. All illustrations, drawings, calculations and other documents shall remain the property of the seller. The documents may not be used by the receiving party to the detriment of the seller, and may not be communicated to a third party.

2.3. If the response to the offer contains modifications thereto, it shall not be binding on the seller but shall be deemed as a counteroffer from the buyer.

2.4. The seller shall submit an order confirmation only request.

2.5. All information on weights, measures, performance capacity, prices, technical and other details presented in any catalogs, illustrations and price lists are approximative. Such information shall be binding only to the extent that it is explicitly included in the offer.

3. PRICE

3.1. Prices shall be indicated exclusive of VAT, unless separately otherwise agreed. The VAT or other similar fees determined by public authorities and valid at any given time, shall be added as a separate item to the total sum of the invoice in connection with invoicing.

3.2. Any prices mentioned in the price lists and catalogs shall apply to unpacked goods.

3.3. In addition to the agreed price, the seller shall have the right to invoice for the expenses incurred due to such packaging, delivery and transport arrangements or times as requested by the buyer and deviating from normal practice.

3.4. The prices shall apply with reservations for-commission sales.

4. DELIVERY

4.1. The delivery terms shall be interpreted in accordance with the INCOTERMS. If no delivery term is explicitly agreed, the delivery shall be deemed to be EX WORKS.

4.2. The buyer shall be held liable for any order or modification given by him over the telephone.

5. NOTICE OF DEFECT

5.1. If the buyer fails to notify the seller of any defect in the goods or delivery within eight days from the date of detecting the defect or when he should reasonably have detected it, he shall forfeit his right to lodge a complaint about the defect.

6. PAYMENTS

6.1. Payments shall be made in accordance with the contract.

6.2. All advance and instalment payments shall be deemed as payments of the purchase price, unless understood as a down payment whose forfeiture would entitle to cancel the contract.

6.3. If the buyer fails to pay by the agreed date, the seller shall upon notifying the buyer in writing be entitled to charge interest at the rate of 12 % p.a. from the date on which the payment became due.

7. TITLE

7.1. The delivered goods shall remain the property of the seller until paid for in full.

8. PRODUCT LIABILITY

8.1. The seller shall be liable for loss or damage to person/s only provided that it can be proved that the damage was caused due to his negligence.

8.2. The seller shall not be liable for loss or damage caused to immovable or movable property where the damage occurs while the goods are in the buyer's possession.

8.3. The seller shall not be liable for loss or damage caused to products manufactured by the buyer or to products of which the buyer's products form a part. In other respects, the seller shall be liable for loss or damage caused to immovable or movable property under the same conditions as for personal damages.

8.4. The seller shall not be liable for loss or damage caused by loss of production, loss of profit and any other consequential damages.

8.5. If the seller is held liable to pay compensation to a third party under product liability, the buyer shall compensate the seller for such damage to the extent that the seller's liability has been restricted in accordance with the above.

8.6. If a claim for loss or damage as described in this clause is raised by a third party against either of the contractual parties, either of the latter shall forthwith notify the other party thereof. Both parties shall be mutually obliged to let themselves be summoned to the court or arbitral tribunal, which examines claims against either of them, where the claim is based on damaged alleged to have been caused by the delivered equipment.

9. GROUNDS FOR RELIEF (force majeure)

9.1. The following circumstances shall be considered as grounds for relief, if they impede the performance of the contract or make performance unreasonably difficult; industrial disputes and any other such circumstances as are beyond the control of the parties, such as fire, war, mobilization, or military call-up of comparable scope, requisition, seizure, currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, restrictions in the use of power, and defects or delays in deliveries by subcontractors caused by any such circumstance as referred to in this clause. Circumstances, which have existed prior to the formation of the contract shall constitute grounds for relief only if their effect on the performance of the contract could not be foreseen at the time of formation of the contract.

9.2. The party wishing to claim relief due to force majeure shall notify the other party without delay in writing of the intervention, as well as of the cessation of such circumstance.

9.3. If the grounds for relief affect the buyer's obligations, he shall compensate for the seller's expenses incurred in securing and protecting the goods

9.4. Either party shall be entitled to terminate the contract, if the performance of the contract has been delayed for more than six (6) months.

10. APPLICABLE LAW

10.1. Unless otherwise agreed, any disputes arising out of or in connection with the contract shall be settled in accordance with the law applicable in the seller's country.

11. DISPUTES

11.1. Disputes arising between the seller and the buyer shall be settled by arbitration or in the court of first instance of the seller's domicile.

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