

General terms of sale

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GENERAL TERMS OF SALE

1. Scope of application

These contractual terms shall apply to domestic sales between the construction and interior design store (hereinafter Vendor) and the buyer. In addition, the contractual terms shall apply to both warehouse sales and invoice sales.

Warehouse sale refers to a sales transaction in which goods are delivered from the Vendor's warehouse. Invoice sale refers to a sales transaction in which the goods are delivered to the buyer directly from the supplier or manufacturer and invoiced by the Vendor. Invoice sales also refer to such sales transactions, which have been specified as invoice sales in connection with concluding an agreement.

These terms do not limit the consumer's rights referred to in the Consumer Protection Act.

2. Closing a deal

2.1 Offer and price

A written offer is valid for 30 days from the date of the offer unless otherwise stated in the offer. Unless otherwise agreed, the price of the goods does not include transportation. The offer and the relevant images, drawings, calculations, and other documents are the offer provider's property. The offer recipient does not have the right to use them to harm the offer provider or provide any details from them to a third party.

The prices are based on the currency exchange rates, value-added tax rates and other public fees independent of the Vendor on the date of the offer. If they are subject to any significant changes before the delivery date, the Vendor reserves the right to equivalent price changes.

2.2 Concluding an agreement

In a sales transaction based on an offer provided by the Vendor, an agreement is concluded when the buyer informs to have approved the Vendor's valid offer, and the Vendor has received information about the approval.

In other cases, an agreement is concluded when the Vendor has confirmed the buyer's order. An order can be confirmed verbally or in writing or by delivering the goods.

3. Parties' responsibilities

3.1 Delivery time

The Vendor is obliged to deliver the goods in accordance with the delivery time agreed with the buyer or in accordance with the standard delivery time.

The Vendor has the right, without any obligation to pay damages, to deviate from the delivery time if the delivery is delayed due to:

Such force majeure that the Vendor cannot reasonably avoid due to errors in the supplier's/manufacturer's delivery

the supplier's/manufacturer's delivery is delayed due to a previously mentioned force majeure the fulfilment of the agreement requiring the Vendor to make sacrifices that are not reasonable in relation to the agreement's content.

3.2 Delivery terms and handover of goods

The delivery terms referred to in the prevailing Finnterms shall be observed as the delivery terms.

Goods are considered to have been accepted when the buyer, or someone on their behalf, has taken possession of the goods, or the goods have been delivered to an agreed delivery location or, in case of collections, put aside for the buyer.

In invoice sales, the delivery and warranty terms of the supplier/manufacturer shall be observed, however, in such a way that the Vendor's liability cannot exceed the liability determined in accordance with these contractual terms. If the buyer is not familiar with these terms, the Vendor shall provide the buyer with the said terms upon request.

3.3 Payment of the purchase price

The buyer is responsible for paying the purchase price in accordance with separately agreed payment terms. If no payment terms have been agreed, the payment terms usually used by the Vendor shall apply.

In invoice sales, the payment terms are agreed with the Vendor. The agreement about payment terms concluded between the buyer, and the supplier/manufacturer is not binding on the Vendor. If no payment terms have been agreed between the Vendor and the buyer, the payment terms usually used by the Vendor shall apply.

Any additional charges and refunds related to the invoice sales delivery shall be invoiced by the Vendor unless otherwise expressly agreed between the Vendor and the buyer.

In case of payment delays, the buyer is responsible for paying the Vendor late payment interest and any costs incurred by the debt collection in accordance with the prevailing interest rate. In addition, the buyer is obliged to pay the purchase price referred to in the

agreement, also in cases where the buyer violates the acceptance of the goods in accordance with the agreement.

If the buyer claims on errors related to the goods or invoice or refuses to pay the purchase price, the buyer must, however, pay a purchase price in accordance with the agreement that equates to the error-free part.

If the buyer violates their payment obligation, the Vendor has the right to delay any deliveries until the due payments have been paid. The agreed delivery date is, in this case, considered to have been postponed, respectively, and the buyer does not have the right to claim for damages or cancel the sales transaction due to the postponed delivery time.

Suppose the buyer does not pay their due payables within 14 days after the due date of the debt. In that case, the Vendor has the right to consider the remaining receivables, including those that are not yet due, to be due from the buyer immediately.

3.4 Deposits

If the payment of a deposit has been agreed upon, the deposit must be paid before delivering the goods. The Vendor has the right to demand a deposit to be paid for the payment of the purchase price if the Vendor has heavy reasons to assume that the purchase price, or part thereof, would not be paid. The Vendor has the right to delay any further deliveries until any due payments have been paid or an acceptable deposit has been provided. In this case, the buyer does not have the right to make any claims based on the delays of further deliveries.

The Vendor has the right to demand the buyer for a deposit to pay the purchase price before the delivery if the goods are manufactured or acquired, particularly for the buyer according to their instructions and wishes (custom delivery).

3.5 Information about the goods

The Vendor is personally responsible for the information provided about the use and features of the goods.

3.6 Warranty

Sold goods are subject to a warranty in accordance with the manufacturer's or supplier's warranty. The Vendor's warranty must be agreed on separately.

3.7 Packaging and transportation

The Vendor shall deliver warehouse goods packaged so that they arrive in normal conditions in a normal operating state. In invoice sales, the packaging method in accordance with the agreement is considered to be the standard packaging method observed by the supplier/manufacturer. The Vendor has the right to charge the buyer for any additional packaging fees charged by the supplier/manufacturer.

3.8 Delivery delays and reclamations for delays

If delivery is at risk of being delayed beyond the agreed delivery time, the Vendor is obliged to inform the buyer about the delay

upon becoming aware of this.

To make a claim for the delay, the buyer must submit a complaint to the Vendor within a reasonable time after the delivery time referred to in the agreement.

3.9 Reclamations about defects to goods

Upon receiving the goods, the buyer is obliged to check that the quantities indicated in the waybill are equivalent to the order and delivery and that the goods are visually undamaged. The buyer is obliged to indicate this by signing the transport waybill. If the goods are visually damaged, the buyer must immediately inform the courier and the Vendor. In case of any other defects, the buyer is obliged to submit a complaint to the Vendor within the period referred to in the delivery document, or if no period has been indicated as soon as any defect has been observed or should have been observed.

If the buyer has had the opportunity to check the goods or a sample concerning the goods before the conclusion of the sale, the buyer cannot claim on such an issue as a defect, which the buyer should have observed during the inspection.

The buyer is not entitled to return any goods that are subject to a reclamation before the buyer has agreed on any return with the Vendor.

3.10 Responsibility for defects and delays of goods

The Vendor is not responsible for any indirect damage caused to the buyer as a result of delayed deliveries or defects to the goods. Vendor's liability for delays; see also Section 3.1.

The Vendor has the right to rectify any defective goods, reduce their price according to the defect or replace it entirely with a new one. The Vendor's liability for a defect and delay is limited to only direct damages and no more than the amount that the supplier/manufacturer is liable to compensate. In all cases, the Vendor's liability is limited to no more than the amount of the defective or delayed goods' purchase price.

In the case of invoice sales, the terms of sales concerning the defect and delay of the supplier's/manufacturer's goods are primarily observed, however, in such a way that the Vendor's liability for any defect or delay cannot be more than the liability determined in these contractual terms.

In invoice sales, the buyer is entitled to recede the compensation paid by the supplier/manufacturer for any contractual violation to the extent that the compensation applies to the damages the buyer has suffered.

4. Cancellation of a sale

4.1 Buyer's right to cancel a sale

The buyer has the right to cancel a sale if a delay or defect caused by the Vendor has a significant effect on the buyer and the Vendor understood this or should have understood this, and the Vendor has not delivered the goods or rectified the defect or delivered new goods within reasonable time after the buyer made a complaint in accordance with these contractual terms about the delay or defect and after the buyer has demanded in writing for the sale to be cancelled.

However, if the subject of the sale is goods that require being manufactured or acquired specially for the buyer in accordance with their instructions or wishes, and the Vendor cannot use the goods in any other way without significant loss, the buyer can only cancel the sale due to the Vendor's delay if the purpose of the sale is significantly not achieved as a result of the delay.

Suppose the reason for the delay is such a factor that gives the Vendor, according to Section 3.1, the right to deviate from the agreed delivery time without any obligation to pay damages. In that case, this shall not be considered a delay caused by the Vendor, and the buyer's and Vendor's right to cancel the sale is determined according to Section 4.4.

4.2 Vendor's right to cancel a sale

Suppose the purchase price is not paid by the due date or the buyer violates their obligation to contribute to the sale in accordance with the agreement or does not collect or accept the goods. In that case, the Vendor has the right to continue with the sale and demand payment or, unless the delay or violation is insignificant, cancel the sale.

In this case, the buyer is obliged to pay a contractual penalty that equals the damages suffered by the Vendor; however, no less than 10% of the purchase price. The Vendor has the right to cancel the sale despite the buyer having received the goods. The Vendor also has the right to cancel the sale if, on the basis of the buyer's notice or otherwise, the Vendor can conclude that the buyer's payment will be delayed in a way, which would entitle the Vendor to cancel the sale.

4.3 Returns

The buyer has the right to return non-defective goods as long as the sales packaging is intact and the return has been separately agreed with the Vendor. In case of such returns of non-defective returns, the Vendor has the right to charge the buyer for 10% of the goods' purchase price and the costs incurred to the Vendor for the return.

4.4 Force majeure

If a reason mentioned in Section 3.1 of these terms prevents a delivery and the delivery time is extended unreasonably, for this reason, the buyer and the Vendor have the right to cancel the sale without the obligation to pay damages by informing the other contractual party in writing.

5. Ownership and liability for risk

The goods are the Vendor's property until the purchase price has been paid in full.

The liability for risk shall be transferred to the buyer in accordance with the agreed delivery term or, unless otherwise agreed, no later than when the Vendor/supplier hands over the goods to the buyer. See Section 3.2.

6. Settlement of disputes

If the contractual parties disagree on anything concerning a sale, these contractual terms or their interpretation, the disputes are primarily aimed to be settled by means of negotiations between the parties. If these disputes cannot be settled by means of negotiations between the parties, they shall be settled at the court of first instance at the Vendor's domicile.