

## TERMS OF DELIVERY

### 1. THE TERMS OF SERVICE

Our delivery terms are free in our stock in Helsinki with standard packaging. This delivery condition may be deviated from the seller's and the customer's agreement separately.

### 2. PRICES AND OFFERS

Our price list is valid without any obligation and our bids are valid for 30 days with interim orders. Refrigerant offers are valid for 10 days. The validity of our offer requires that no exceptional price changes (f.ex. exchange rates) will occur.

### 3. DELIVERY TIME

If the buyer wishes to postpone the delivery time later, the seller has the right to invoice the purchase price according to the seller's and buyer's agreement, original delivery time and payment terms. When the delivery time passes, the seller takes care of the storage of the equipment and the buyer is responsible for the storage costs caused by the shipped delivery time. Late cancellation will only apply if specifically agreed upon.

### 4. DELAYS ON DELIVERY

The seller is obliged to inform the buyer immediately of the delay. The notice must include the reason for the delay and an estimate of the new delivery date.

If the party from whom the seller acquires the goods has not fulfilled his contract and the seller's delivery is therefore delayed, the seller is not obliged to compensate the buyer for any damage that may have occurred.

If the item is not handed over at all or is delivered too late, and this is not due to circumstances dependent on the buyer, the buyer is not entitled to demand delivery if there is a change in the circumstances that substantially alters the relationship between the originally agreed performance obligations.

The buyer may claim compensation for the direct damage he has sustained in the event of the seller's fault. Unless otherwise agreed, the amount of damages will not exceed 0.5% of the value of the delayed delivery for each full week after the delivery date. However, the total amount of compensation may not exceed 7.5% of the value of the delayed delivery

### 5. CARRIAGE

The buyer is responsible for the costs of transport and transport insurance, unless otherwise agreed. Contract of carriage on customer / order basis. Darmment Transport Selection Criteria: Cost Effectiveness, Safety, Reliability and Price.

### 6. PAYMENT TERMS

Payment terms are 21 days net unless otherwise agreed.

### 7. RETURNS

Returns will only be accepted if agreed in advance between the seller and the buyer. To be eligible for a return, the goods must be unused and the sales package intact. If the return is not incurred as a result of the seller's error, the buyer will be responsible for the return freight costs and the value of the product will be reduced by 20% . Returns are only accepted within 30 days of the date of purchase. Returns apply only to products that can be stored.

### 8. OTHER

In other respects, we comply with the General Terms of Delivery of the Technical Trade Union.  
(fi: Teknisen Kaupan Liiton yleiset toimitusehdot)

## TERMS OF WARRANTY

1. We comply with the warranty terms of the manufacturer; Warranty is mainly two (2) years from the delivery of the product when installed in a new facility. Products fitted in old installations, the warranty period is one (1) year from the delivery of the product.
2. The warranty covers only manufacturing and raw material defects.
3. The buyer is responsible for the costs of defective equipment due to storage conditions between the delivery and commissioning date.
4. The warranty does not cover damages caused by a defective device, the cost of replacing the device, buyer's loss of production, lost profits or other indirect costs. We have a so called **component warranty**: we will replace the broken product with a new one without installation costs. – The customer is responsible for the replacement costs only.
5. The warranty covers only faults from which the buyer makes a notice to the seller within a reasonable time (normally within 14 days) of the error finding. The notice should also indicate the date of delivery (document attached) and the exact description of the defect/error.
6. The warranty does not cover any defects or breakages caused by:
  - incorrect or negligible installation, care, handling or inappropriate operating conditions
  - excessive voltage fluctuations or overload
  - damage caused by thunderstorms
  - use of a refrigerator, oil or medium that is not suitable for the appliance
7. Warranty expires if product is:
  - repaired or modified without Darmment Oy's permission
  - used for purposes for which it was not designed
  - stored in an unsuitable location (eg in moisture)
8. Warranty conditions  
The defective product must be returned to Darmment Oy for inspection. The seller is responsible for the freight costs. If a buyer wants to replace a defective product with a new product, we will invoice the new product in full and refund the defective product after we have found that the defective product is warranted. The product to be returned must be sealed and cleaned in such a way that it does not cause health or environmental hazards. Based on the warranty, the replaced device is the seller's property.