

## IT2018 ELT – SPECIAL TERMS AND CONDITIONS FOR DELIVERIES OF EQUIPMENT

### 1 SCOPE OF APPLICATION

- 1.1** These special terms and conditions shall apply to the sale and lease of information technology equipment.
- 1.2** In addition to these special terms and conditions, the IT2018 YSE general terms and conditions shall apply. In case of discrepancy between these special terms and conditions and the IT2018 YSE general terms and conditions, these special terms and conditions shall take precedence.

### 2 DELIVERY, INSTALLATION AND ACCEPTANCE OF THE DELIVERY

- 2.1** The equipment shall correspond to what the parties have agreed in writing. The equipment shall also meet such requirements set forth in laws or regulations by authorities as are in force or commonly known at the time when the equipment was ordered.
- 2.2** The supplier shall deliver the equipment to the customer on the agreed date of delivery.
- 2.3** Unless otherwise agreed in writing, the terms of delivery for the equipment shall be delivered to the place in Finland specified in the agreement (TOP Finnterms 2001). The equipment shall be accompanied by instructions, either in Finnish or English, necessary for the use of the equipment, and by such permissions and certificates issued by authorities as may be necessary for the use of the equipment.
- 2.4** Unless otherwise agreed in writing, the customer shall be responsible for the installation of the equipment.
- 2.5** The customer shall at its own expense prepare the operating environment of the equipment in conformity with the supplier's instructions. If it has been agreed that the supplier shall install the equipment, the supplier shall in good time provide the customer with written instructions in order for the customer to arrange the operating environment in conformity with the supplier's instructions. In this case, the supplier shall be entitled to inspect the operating environment at a time to be agreed by the parties prior to the agreed time of installation. If the supplier is not responsible for the installation, the supplier shall, at the time of delivery of the equipment at the latest, provide or make available to the customer with written instructions on arranging the operating environment in conformity with the supplier's instructions. In addition, upon the customer's request the supplier shall provide to the customer other information necessary to perform the installation.
- 2.6** If it has been agreed that the supplier shall install the equipment, the customer shall arrange access to the supplier to the installation premises at a time to be agreed by the parties for the performance of the installation. The customer shall at its own expense arrange the working and storage space necessary for the installation.
- 2.7** Unless a separate acceptance test has been agreed upon, the customer shall perform the acceptance inspection of the equipment within 7 days of the date of delivery of the equipment by the supplier to the customer in conformity with the agreement. The customer shall without undue delay inform the supplier in writing of all defects or errors detected in the delivery and shall identify such defects or errors in sufficient detail.

- 2.8** Defects or errors that do not substantially interfere with the use of the equipment shall not prevent the acceptance of the delivery. The supplier shall, however, correct such defects or errors without undue delay in accordance with the warranty terms.
- 2.9** If the customer is responsible for the installation of the equipment, the delivery shall be deemed to have taken place when the equipment and the written instructions regarding its installation are delivered to the customer. If the supplier is responsible for the installation of the equipment, the delivery shall be deemed to have taken place when the installation is made in an accepted manner.

### **3 TITLE AND RISK OF LOSS**

- 3.1** The title to the acquired equipment shall pass to the customer upon payment of the purchase price in full to the supplier.
- 3.2** Risk of loss or damage to the equipment shall pass from the supplier to the customer in accordance with the terms of delivery.

### **4 SUBSTITUTING EQUIPMENT AND MODIFICATIONS**

- 4.1** The supplier may with the consent of the customer replace the equipment specified in the agreement with other equipment. Such replacement equipment shall, with respect to capacity, performance and other requirements, meet the terms agreed by the parties in writing. The installation of the replacement equipment shall be performed in the same manner as agreed for the original equipment.
- 4.2** The supplier shall be entitled, prior to delivery and without prior notification to the customer, to make such modifications to the equipment which improve the equipment, provided that the equipment continues to meet the terms agreed by the parties in writing.
- 4.3** The customer shall be entitled to make changes to equipment owned by the supplier and leased to the customer or otherwise assigned to the use of the customer only with the prior written consent of the supplier.

### **5 DELAY OF DELIVERY**

- 5.1** Either party shall be entitled to liquidated damages if delivery of the equipment is delayed for a reason attributable to the other party. If the delay is caused by a force majeure event, the delayed party shall be released from liability in accordance with IT2018 YSE general terms and conditions. A delay in the provision of information or documents preventing the delivery or the use of the equipment shall be considered as a delay of the delivery of the equipment in question. The customer shall, however, not be entitled to liquidated damages for any period of time during which the supplier provides the customer free of charge with substitute equipment provided that the customer accepts such equipment.
- 5.2** The liquidated damages shall amount to 0.5 percent for each beginning week of delay of the price, excluding value added tax, of that part of the delivery which the customer due to the delay has not been able to take into use as agreed on the agreed date of delivery or which the supplier due to the delay has not been able to deliver on the agreed date of delivery. However, the maximum amount of liquidated damages is 7.5 percent of the price of such part of the delivery excluding value added tax. Such defects or errors which do not prevent the delivery of the equipment or the

effective use of thereof, do not give rise to entitlement to liquidated damages. The supplier shall, however, correct such defects or errors without undue delay in accordance with the warranty terms.

- 5.3** Section 13 of the IT2018 YSE general terms and conditions shall apply in other respects to liability for damages and limitation of liability.

## **6 WARRANTY**

- 6.1** The supplier undertakes to repair at no cost and without undue delay all such defects and errors in the equipment reported in writing by the customer to the supplier during the warranty period, which are attributable to material, construction or manufacturing or the supplier's or manufacturer's instructions concerning the use, maintenance or cleaning of the equipment. The repair may also be done by providing the customer with substitute equipment. The warranty period is 12 months from the date of delivery of the equipment.

- 6.2** The warranty repairs shall be performed by the supplier at the customer's premises in Finland, unless otherwise agreed. Where necessary, the customer shall arrange access for the supplier to the customer's premises in order to carry out the warranty repairs at the agreed time. To enable the repair of the defect or error, the customer shall place the equipment to be repaired at the supplier's disposal for the time required during the supplier's normal working hours.

- 6.3** If the warranty repair is to take place at the supplier's premises, the customer shall deliver the equipment to the office of the supplier for repair. The costs for transporting the equipment to the warranty repair shall be borne by the supplier.

- 6.4** The warranty does not cover normal wear and tear of the equipment or the repair of a defect or error attributable to (a) external factors, e.g. accident, fluctuation of electricity or air conditioning, damage caused by thunder, fire or water; (b) misuse of the equipment or negligence or failure to follow the instructions for use, maintenance or cleaning of the equipment; (c) alterations or repairs made by the customer or a third party or the use of out-of specification supplies; (d) failure to comply with the operating environment specifications for the equipment.

- 6.5** If it is established that the defect or error reported by the customer is not covered by the warranty, the supplier shall be entitled to charge for diagnosis and location of the defect and error in accordance with the agreed pricing principles. In addition, the supplier shall be entitled to charge the customer for such agreed corrections of defects or errors as are not covered by the warranty.

- 6.6** The supplier's liability for the defects and errors of the equipment shall be limited to fulfilment of the warranty obligations under this section 6. Following expiration of the warranty period the supplier's liability for the defects and errors of the equipment shall be limited to the obligations under the maintenance agreement, if any.

## **7 AVAILABILITY OF SPARE PARTS AND MAINTENANCE**

- 7.1** The supplier shall be responsible for the availability of spare parts and maintenance for equipment delivered as new or for substitute equipment in Finland for a period of 5 years from the date of delivery.