

Technical Traders' General Warranty Terms
for Machinery and Equipment
TK Kone- ja laitetakuut 2005 EN

(prev. General warranty terms and
conditions applied by the Finnish
Association of Technical Traders)

1. SCOPE OF WARRANTY

The Supplier grants a warranty for defects in materials and workmanship for new machinery and equipment in accordance with these General Warranty Terms and Conditions. The Warranty does not, however, apply to defects and items specifically listed in section 8 hereof.

2. COMMENCEMENT OF THE WARRANTY

The Warranty starts on the date when the delivery of the equipment is accepted. The equipment is deemed to be duly delivered when the installation has been carried out to the satisfaction of the Customer or the Customer has placed said piece of equipment in production use. A piece of equipment is deemed to have been placed in production use when said equipment has been duly delivered to the Customer by the Supplier in accordance with the Contract of Sale.

In the absence of any agreement on a specific acceptance test, the Customer is required to carry out an acceptance inspection on the piece of equipment within seven (7) days of the delivery of the equipment by the Supplier in accordance with the Contract of Sale. Any defects or flaws detected in the delivery shall be promptly communicated by the Customer to the Supplier in writing.

3. DURATION OF THE WARRANTY

The Warranty Period shall be the period of time defined by the Supplier unless specifically otherwise indicated. No exceptional warranty periods and terms shall be valid unless duly specified in the Contract of Sale.

If necessary, the Supplier and Customer may agree on a specific warranty applicable to a repair or the spare parts used in such a repair. Unless otherwise agreed, the Supplier will give the repair and the spare parts used in such a repair a warranty of _____ starting on the date when the repaired piece of equipment is handed over to the Customer.

4. WORK COVERED BY THE WARRANTY

Under the Warranty, defects covered by the Warranty and detected during the Warranty Period will be repaired free of charge during normal working hours by the Supplier's repair shop, a repair shop authorized by the Supplier, or at some other location indicated by the Supplier.

5. TERMS OF DELIVERY FOR WARRANTY REPAIRS

The Supplier and Customer will specifically agree on the terms of delivery for the warranty repair. If no such agreement has been made, the delivery term is free ex works at the Supplier's repair shop or an authorized repair shop without packaging.

If the Parties have agreed that the repair will be carried at a location other than the Supplier's repair shop or an authorized repair shop, all the cost of the repair not covered by the Warranty, such as travel and waiting time, daily allowance, cost of travel and the costs incurred as a result of the de-installation and re-installation of the equipment, shall be charged to the Customer at the rates applied by the Supplier in accordance with the then-current price list for maintenance and repairs.

Any original parts replaced under the Warranty shall be the property of the Supplier.

6. PREREQUISITES FOR WARRANTY REPAIRS

Repairs are carried out under the Warranty, provided that :

- a) the defect has appeared in what can be regarded as normal operating conditions;
- b) the installation, operating and maintenance instructions issued by the manufacturer or Supplier have been complied with;
- c) any repairs or servicing carried out on the piece of equipment have been made using original spare parts and supplies;
- d) the warranty repair claim is made by the party ordering the piece of equipment or its representative;
- e) the party ordering the piece of equipment or its representative delivers it to the repair shop promptly as soon as the defect is detected and assumes responsibility for the condition of the piece of equipment until it is handed over for repairs. When the piece of equipment is handed over for repairs, the repair shop must be provided with information indicating the date of delivery, ordering information, identification of the defect and a description of the conditions in which the piece of equipment has been used.

If it is established that the defect or flaw reported by the Customer is not covered by the Warranty, the Supplier shall have the right to charge the cost of troubleshooting to the Customer in accordance with the then-current price list.

7. WARRANTY FOR THE REPAIRED PRODUCT

The warranty for the repaired piece of equipment will be valid until the expiry of the original Warranty Period.

8. LIMITATIONS OF WARRANTY

The Warranty shall not cover:

- a) repair of defects due to normal wear and tear, operating errors, defective or sub-standard servicing carried out by parties other than the Supplier or its authorized representative, operating conditions in violation of the design bases, or defects due to the fact that the Customer has selected a piece of equipment unsuitable or incorrectly sized for the intended use or application;
- b) compensation for direct or indirect loss or damage due to a defective piece of equipment;
- c) repair of defects if repairs or modifications have been made to the piece of equipment by a party other than the Supplier's repair shop or a repair shop authorized by the Supplier;
- d) repair of consumable components of the equipment, such as sensors, indicator lights, connectors, batteries, fuses, conductors, printer heads, hoses, and power transmission belts for which no warranty is granted by the manufacturers.

With regard to software, the license and operating conditions determined by the manufacturer shall apply.

9. SETTLEMENT OF DISPUTES

Any disputes arising out of the Contract of Sale between the Seller and the Customer shall primarily be settled by negotiations between the parties. Unless otherwise agreed, any disputes arising out of this Contract shall be settled finally by one arbiter in accordance with the rules of the Arbitration Committee of the Central Chamber of Commerce.