

# Arrow Finland Oy - Terms & Conditions

Arrow Finland OY  
[myynti@arrownordic.com](mailto:myynti@arrownordic.com)

Stella Business Park  
Lars Sonckin kaari 16

PO Box 280  
FI-02601  
**Espoo**

Tel: +358 9 47 66 60

Fax: +358 9 47 66 63 19



## **Arrow Finland Oy Terms & Conditions**

### **1. Application**

Conditions of Delivery are applied in the trade between the sellers and purchasers of components and equipment in which installation is not included, unless otherwise agreed to in a written contract. These conditions are not applicable to agent trade wherein the manufacturer's conditions of sale are applied.

### **2. Offer of Goods**

The seller's Offer of Goods is binding and in effect for 30 days, unless otherwise agreed upon. Provided the vendor's Offer of Goods is tendered under intermediary terms and conditions of sale, an immediate in-stock offer is signified whereby the stock may be offered for sell to a third party during the period the offer is valid and the vendor may not be able to guarantee the adequacy of inventories.

### **3. Contract of Sale**

A Contract of Sale is deemed to have been established when:

- the parties have signed a written contract (Contract of Acquisition).
- the purchaser has approved a binding Offer of Goods (Order of Goods) in writing.
- the seller has confirmed in writing an Order of Goods, which is not based on an Offer of Goods, or has confirmed an Order of Goods which is different in substance from the terms thereof (Confirmation of Offer).

### **4. Graphs and Descriptions**

4.1. An accounting concerning weight, price, measurements, performance data, illustrations, drawings, circular letters, technical specifications, and other pertinent details is submitted without obligation, unless such conditions are explicitly stipulated in the Offer of Goods.

4.2. All technical graphics and documents pertinent to the manufacture of goods, or components thereof, which one party has provided to the other party prior to, or after the signing of Contract of Sale, shall remain the property of the provider. The receiving party may not, without the provider's consent, use, copy, duplicate, surrender, or divulge by other means said information to a third party.

### **5. Condition of Delivery**

Condition of delivery includes the free availability of goods contained within the seller's stock (See Incoterms), unless otherwise agreed upon.

### **6. The Packaging of Goods**

The prices sited in the price-lists and catalogues are applicable for unpackaged goods.

### **7. Time of Delivery**

7.1. Unless terms of delivery have been agreed upon, the supplier may set the time of delivery except in instances set under clause 7.4.

7.2. A Condition of intermediary sales applies to immediate in stock offers, whereby the stock may be sold to another party.

7.3. Unless otherwise agreed, the delivery time is considered in effect at the time what is the latest of the following:

a. The date of the signing of the Contract of Sale.

b. The date when the seller is informed of the issuance of a valid import license, or manufacturer's export license, or the issuance of permission by officials of the pertinent country of origin, or the appropriate Finnish officials, whenever such a license is required.

c. The date the seller receives payment as agreed upon in the Contract of Sale. Payment must be paid before the commencement of the manufacture of goods.

7.4. In a loosely agreed upon delivery time, (i.e. approximately three (3) months) a deviation of plus or minus one third of the delivery time is allowed. Both parties are, after two thirds of the agreed delivery time has expired, entitled to request in writing, that the other party agree upon a certain definite time of delivery. If no time of delivery is agreed upon, both parties are, after six months from the establishment of the Contract of Sale, entitled to proceed in the aforementioned manner.

7.5. After having received knowledge of a delay, the seller is obligated to inform the purchaser immediately of the delay, its cause, and an estimated new date of delivery.

Should the aforementioned obstacle or inequality cease to exist within a reasonable period of time, the purchaser may request that the seller fulfil the Contract of Sale.

7.6. Any damage claim arising from a delay, requires an agreement of compensation in order to be binding on the seller. The seller's liability does not cover secondary or consequential losses.

7.7. If the goods in question are not the manufacturer's standard products, but are tailor-made to the purchaser's specific orders, the purchaser is, in dissolving the Contract of Sale, obligated to pay a reasonable amount of compensation for losses sustained by the seller.

7.8 Arrow reserves the right to ship product in advance of the agreed shipping date.

## **8. Delivery and Receiving of Goods**

8.1. The goods are deemed as having been delivered when turned over to a freight carrier for forwarding to the purchaser. When, according to the terms of the contract, the purchaser has to collect the goods from the vendor or from a place designated by the vendor, the merchandise is deemed surrendered when the vendor has notified the purchaser that the goods are ready for delivery.

8.2. The purchaser has no right to refuse to receive a partial delivery of goods, unless otherwise agreed to in writing.

8.3. Unless otherwise agreed upon, the seller insures the goods to be delivered by domestic transportation at the purchaser's expense.

8.4. Liability of Risk is transferred to the purchaser when the goods are either (i) received by the purchaser, or (ii) provided by vendor to the carrier, whichever is earlier.

8.5. A bill of consignment (a packing list) must be included with the Goods. On receipt of the goods, the purchaser must insure that the delivery tallies with the bill of consignment and must duly ascertain that the merchandise is undamaged. Before utilizing, connecting or installing the goods, the purchaser is again under obligation to properly inspect the merchandise.

## **. Force Majeure and Insurmountable Difficulties**

The vendor is not obliged to fulfil the Contract of Sale if such an impediment exists which the vendor would be unable to overcome, or if fulfilling the Contract of Sale would call for unreasonable sacrifices in terms additional costs to vendor or advantage to the buyer. If the aforementioned obstacle or disparity ceases to exist within a reasonable period of time, the purchaser has the right to request that the vendor fulfil the Contract of Sale. When the manufacturer of the party from which the vendor obtains the goods has not fulfilled the terms of his contract and thus causes the vendor's delivery to be delayed or not filled, the vendor is not under obligation to compensate the buyer for any potential losses. The purchaser does not have the right to claim for a new delivery to replace faulty goods from the vendor if an impediment exists as set forth above. When completion of the contract within a reasonable period of time becomes impossible due to the points set forth here (in the Contract of Sale) either party is entitled to dissolve the contract with no obligation for compensation by announcing their intentions in writing to the opposite party.

## **10. Price**

10.1. The price cited in the Offer of Goods, is the net price as per specified unit of the agreed amount, excluding Value Added Tax (VAT), from the seller's stock.

10.2. If there are changes in customs, freight charges, Value Added Tax, or other general transportation costs prior to the date of delivery, the seller has a right to adjust the price of the goods in so much as said changes in prices, or additional costs, have affected the price of the goods.

10.3. If the price of delivery agreed upon in the Contract of Sale, requires adjustment due to cessation of obstacles as specified in Section 9, and in case it would be unreasonable to require the seller, or the purchaser to use the price agreed upon in the Contract of Sale, the seller has the right and responsibility to adjust the retail price in relation to cost due to an obstacle specified in Section 9.

## **11. Currency Condition**

11.1 If the price of the goods is based on foreign currency, the price shall be set on the exchange rate of said currency, as denoted by The Bank of Finland, unless other conditions are specified in the Offer of Goods.

11.2. If the exchange rate in question rises by the evening of the business day when a payment has been received by the seller, the seller has a right to adjust the lump sum in EUR, proportionately to the change of said exchange rate. In this context, an acceptance of the goods is not deemed as payment. If the exchange rate declines prior to the date of payment of the goods, the purchaser has a right to claim compensation that is in relation to the decline in the exchange rate. A purchaser, who fails to meet the final payment date, forfeits the aforementioned right.

11.3. The seller is obligated to make any claims for price adjustment no later than one month from the date of receipt of payment. The purchaser is obligated to make any claims for price adjustment no later than one month from the payment (invoice) date of maturity. Otherwise the right to price adjustment is forfeited.

## **12. Payment**

12.1. The payment period starts from the date of the invoice. In case a payment is delayed, the

purchaser is obligated to pay compensation to the seller according to her/his rate of interest, and settle other pertinent expenses. Collection of payment is the responsibility of the seller.

12.2. Unless the purchaser has settled payment within a reasonable period of time, the seller is entitled to dissolve the Contract by written notice, and to obtain damages from the purchaser, but not for more than the value of the unpaid part of the delivery, in addition to any interest on the overdue payment plus any possible expenses incurred in collection of said payment.

12.3. If the purchaser neglects to follow the agreed payments, or other payments that are overdue, the seller has a right, after having notified the purchaser of the matter in writing, to delay subsequent deliveries until all previous payments have been settled or acceptable collateral has been agreed upon. The agreed delivery time is there by considered to have been postponed, and as a result of this delay, the purchaser does not have a right to claim for any damages from the seller, nor to cancel the Order of Goods.

12.4. If the purchaser for reasons other than those specified in Section 9 neglects to receive the ordered goods on the date agreed upon, he/she is still liable to settle every payment that is made dependent on delivery, as if said goods had been delivered. The seller is obligated to take care of storing the goods at the purchaser's responsibility and expense, after having notified the purchaser. At the purchaser's request, the seller becomes obligated to insure the goods at the purchaser's expense.

### **13. Complaints**

Complaints regarding either the amount of goods or the quality of the merchandise must be made in writing within eight (8) working days from the delivery of the goods, with the understanding that otherwise the purchaser forfeits any right to make a claim for defective or deficient merchandise. Any claims due to delay in delivery or some other fault have to be made within the abovementioned period

### **14. Warranty**

14.1. The seller is obligated to provide a Manufacturer's Warranty for the materials and workmanship of the Goods he/she has delivered. The Warranty becomes effective on the date of delivery, or if the price includes installation, from the time of the completion of said installation included in the Contract. If the installation is delayed by more than 30 days due to conditions caused by the purchaser, the Warranty becomes effective on the 31st day after delivery.

14.2. A freight list must be included in the delivery of goods. On receipt of the goods, the purchaser must carefully ascertain that the amount and condition of the goods correspond with the freight list. Before utilizing, attaching or installing the goods, the purchaser has to carefully inspect the delivery.

14.3. If a defect in raw materials, or fault in production is detected, the seller is obligated, in a case where the goods in question, were sent to the seller without delay, or before the expiration date of the Warranty period, to repair the defect at her/his own discretion, by either repairing the defect or having new replacement goods delivered free of charge to the purchaser. The costs of transportation of goods under warranty are to be paid by the purchaser, while costs incurred by returning the goods, are to be paid by the seller.

14.4. The Warranty does not include damages caused by accidents, lightning, flood, or other natural disasters, normal wear, improper or careless handling, abnormal use, overloading, improper care, reconstruction, or changes and installation work that are not made by the seller, or her/his authorized

representative. The selection of materials for equipment and devices that are prone to corrosion, is the purchaser's responsibility, unless other lawful agreements were made.

14.5. If a manufacturer alters the structure of equipment, the seller is not obligated to make comparable changes to equipment that has already been purchased.

14.6. A claim based on a valid Warranty requires that the purchaser has on his/her behalf, properly fulfilled the obligations stipulated in the purchase agreement.

14.7. For goods that have been repaired or restored within the Warranty period, the seller grants a continuation of the Warranty, but only up to the date of expiration of the original Warranty.

## **15. Obligations of the Seller**

15.1. The purchaser has no right to demand a new delivery for replacement of defective goods, if the obstacles described in Section 7:5 are in favour of the seller.

15.2. When the fulfilment of the Contract within a reasonable period of time becomes impossible due to obstacle as specified in Section 9, both parties are entitled, without liability, to dissolve the Contract by informing the other party of its dissolution in writing.

## **16. Return of Goods**

A Contract of Sale is binding and non-negotiable and the seller is not obligated to accept an unsolicited return of goods. Goods delivered as per Contract of Sale, may only be returned under the condition that the seller has, prior to the returning of the goods, agreed to it. Returned goods may be accepted, and the value thereof reimbursed only if they are in their original package and in good condition.

## **17. Limitations of Liability**

The seller's aggregate liability to the purchaser for damages under this Contract, and regardless of whether the claim for such damages is based in contract, tort, strict liability or otherwise, shall be limited to and under no circumstances exceed the purchase price of the Products, work or service provided under the Contract. Notwithstanding the above the seller is under no circumstance liable for any indirect, consequential, special, punitive or incidental damage including, but not limited to, loss of profits or loss of business arising out of or in connection with this Contract.

## **18. Life Support Applications**

Unless specifically otherwise agreed in writing by the seller, the buyer acknowledges that products sold by the seller are not included for and will not be used in life support systems, human implantation, nuclear facilities or systems or any other application where product failure could lead to loss of life or catastrophic property damage. The buyer will indemnify and hold the seller harmless from any loss, cost or damage resulting from the buyer's breach to the provisions of this paragraph.

## **19. Movement of Export Controlled products Technology & Software**

Customer, on behalf of itself, its subsidiaries and affiliates, warrants and agrees to abide by all applicable laws and regulations (EU, US re-export rules and the country in which you are located) relating to the export and re-export of all products to which these terms apply.

**20. Announcements**

The sender is responsible for the reception of notice of arrival at the receiving party.

**21. Responsibility for Recycling**

For the delivered goods the purchaser shall be liable for the obligations set for the producer (seller) in the EU directive 2002/96/EC/27.1.2003 (WEEE), in the Waste Act (1072/1993) and in the Government Decree (852/2004).

**22. Disputes**

Disagreements concerning contracts and regulations thereof should be settled primarily by the parties to the contract. In case a settlement can't be reached, the matters in dispute shall be resolved in the lower court in the seller's home of origin in Finland. In case buyer's home of origin is outside Finland arbitration according to New York convention is applied.