Helvar Components

[Q1000eB]

GENERAL TERMS AND CONDITIONS OF SALE

1. Applicability

These General Terms and Conditions of Sale shall govern all sales of products from Helvar Components Oy Ab and its subsidiaries, affiliated companies, branches ("Affiliates"), distributors and agents (the "seller") to any buyer.

These General Terms and Conditions of Sale shall not override individual terms and conditions expressly agreed between the parties in any particular written sales contract.

The seller reserves the right to modify these General Terms and Conditions of Sale at any time.

2. Sales Orders

The buyer shall place written orders for the products with the seller. Orders shall be binding on the seller only if accepted in writing by the seller. The seller may either accept or reject the buyer's order.

3. Product Information

Samples of products are submitted only as indicative of the class, size or colour of products. Any measurements of size, weight or finish of products are approximate only and may vary. The features, functions and specifications of products may vary and change.

Catalogues, brochures and price lists are intended for general guidance only and do not form part of any sales contract.

The obtaining of any legal authorisation, permit or similar for the installation of the products shall not be the responsibility of the seller.

Specifications or datasheets provided by the seller shall be checked for suitability by the buyer. Unless specifically agreed otherwise, the specifications or datasheets are deemed accepted.

4. Warranty

The seller's liability for defects in the products shall be limited to the terms of this warranty.

The warranty covers defects in materials or workmanship. The seller shall not be liable for defects due to natural wear and tear, damage in transport, faulty use, maintenance, storage or any other circumstances beyond the seller's immediate control.

The warranty and any other rights and remedies under these General Terms and Conditions of Sale are valid provided that the product has been used and installed correctly according to the instructions of the seller and existing regulations and terms of use. The warranty ceases immediately if anybody other than a person authorised and approved by the seller repairs, changes or opens the product.

This warranty is valid as follows ("Warranty Period"):

(a) For indoor LED drivers and electronic ballasts having an expected and declared life time of 50.000 hours or more: 60 months from date of manufacture (or 96 months from date of manufacture when specifically separately declared in the respective product datasheet, such extended warranty period, however, being valid subject to the technical conditions specified in the data sheet of the respective product);
(b) For sensor products designed to be inbuilt to luminaires: 60 months from date of manufacture.
(c) For indoor LED drivers and electronic ballasts having an expected and declared life time of less than 50.000 hours: 36 months from date of manufacture;
(d) For outdoor LED drivers: 36 months from date of manufacture; and
(e) For LED modules: 60 months from date of manufacture.

The terms of the warranty set forth in this section 4 shall apply to LED Modules, with the exception that LED Modules shall be considered defective only if the components (e.g. connector, lens, PCB) do not fulfil the specifications set forth in the sales contract or if the photometric performance of the LED Module is as follows: if any array luminous flux of two or more LEDs is zero. The evaluation method for the luminous flux shall follow the LM79 standard.

The Warranty Period shall not be affected by a delivery of a replacing product by the seller, and the Warranty Period shall always be calculated from the date of manufacture or dispatch of the original product, as applicable.

If a product is defective, the seller shall, at its sole discretion, either (i) repair the defective product, either on-site or at its own premises, or (ii) replace the defective product. In addition, the seller may reimburse the buyer for reasonable, justifiable direct costs incurred by the buyer in connection with the defect. Such costs include reasonable diagnostic/investigation costs necessary to establish the cause and extent of the defect, on-site work and dismantling/reinstallation costs directly necessitated by the defect. Seller shall arrange transportation for replacement of the defective product. In all cases, the seller's aggregate liability under this section 4 shall be limited to the invoiced net purchase price of the defective product. Should the seller fail to repair or replace the defective product within a reasonable time, the seller shall refund to the buyer the purchase price paid by the buyer for such defective product, in whole or in part depending on the nature of the defect. No refund shall be payable with respect to the price of other parts, components or systems that may include, or may have been sold to the buyer in connection with such defective part.

All undertakings, warranties, conditions, liabilities and remedies relating to any qualities or defects in the products other than those expressly contained herein above are expressly excluded. In particular, any implied warranties and conditions of merchantability and fitness for a particular purpose are expressly disclaimed.

Any third party software that may be embedded in or made available in connection with the products or which is required for the installation or configuration of the products, if any (including but not limited to any generally available applications or open source software) ("Third Party Software") is provided by the seller "as is" without any warranties. The seller expressly disclaims any and all warranties, express or implied, for any Third Party Software. The seller shall not be responsible for repair or replacement of, and/or any refunds related to, any Third Party Software.

5. Inspection of Goods and Notification Requirements

The buyer shall be obliged to examine the products prior to accepting them from the freight carrier. The type and scale of any visible damages must be noted to the consignment note, proof of delivery and/or the mobile device of the freight carrier prior to acceptance. The buyer shall also, without delay, notify both the freight carrier and the seller of any such damages, including pictures of the damage.

All other defects shall be notified to the seller in writing within 14 days from the date of delivery or, if the defect could not have been discovered through a careful inspection of the product, immediately after discovery of the defect and in no event later than the expiry of the relevant Warranty Period. The seller reserves the right to make the final decision regarding claim validity.

6. Prices

The products shall be considered sold at the seller's prices and payment terms prevailing at the time of the seller's order confirmation or any other written acceptance of order.

Unless otherwise specified by the seller, all prices quoted are ex works (seller's named place, Incoterms 2020) and exclude the cost of packing. Any applicable value-added tax, duties or other public charges paid or payable by the seller shall be added to the price and shall be paid or reimbursed by the buyer.

Firm price quotations are valid for a period of one month only from the date of quotation.

The seller reserves the right to increase any agreed prices in the event of increases in value-added tax, customs duties, or other public charges. The seller shall also have the right to increase prices because of changes in the exchange rate for the currency in which the prices have been determined or because of changes in prices of raw materials or components used in the manufacturing process of the products.

7. Terms of Payment

The seller shall, at its discretion, always be entitled to demand payment in advance. Where the seller has granted the buyer a credit facility, terms of payment are thirty (30) days net from date of invoice, unless otherwise agreed in writing. The buyer agrees to settle the seller's invoice in full without any deductions or set-offs. All crediting shall be issued by the seller.

The seller reserves the right to withdraw or modify credit facilities at any time by written notice to the buyer.

8. Delayed Payment

When payment of any of the seller's invoices is overdue, the seller may suspend the contract to which the invoice relates and any other contract then subsisting between the seller and the buyer. The seller may suspend all deliveries under the contract to which the invoice relates as well as under any other contractual relationship between the parties. No deliveries will take place if invoices are overdue.

Interest on overdue amounts shall accrue without notice at the statutory rate prevailing in the seller's country.

If the seller is required to bring legal action for collecting overdue accounts the buyer agrees to pay the seller's reasonable attorney fees and legal costs.

9. Delivery of Products

The seller will deliver products in such full packages and in minimum quantities as determined by the seller. Unless expressly stated otherwise in writing, the seller will add a surcharge of EUR 100 for deliveries specified by the buyer in value under EUR 2.000 (excluding VAT).

Unless otherwise specified by the seller, the products shall be delivered ex works (seller's named place, Incoterms 2020) as stated in the seller's acceptance of order unless specifically agreed otherwise between the parties in writing. Any dates quoted for delivery of the products are approximate only.

The seller reserves the right to make partial shipments and to make deliveries by or through its Affiliates, distributors and agents.

If the buyer fails to take delivery of a project order or a delivery of products produced, programmed or assembled for the buyer or if such delivery is otherwise postponed for reasons owing to the buyer, the seller has the right to invoice the products according to the original delivery date. The risk of loss or deterioration shall pass to the buyer on the original delivery date. Seller shall be entitled to full compensation for damages incurred due to the postponement as well as other rights or remedies available under the applicable law.

All sales of products by the seller to the buyer are final. No products may be returned without the seller's prior written acceptance, save for returns of defective products required to be permitted under applicable law. In the event of a return of non-defective products accepted by the seller, the buyer shall return such products at its own expense and subject to a restocking fee. The restocking fee shall be payable by the buyer and shall be (a) an amount equal to 20% of the selling price of the returned products or (b) such other amount that is specified by the seller in connection with the acceptance of the buyer's request to return the relevant products. Any returned non-defective products shall be unused, undamaged, in excellent condition and in the original packaging.

10. Liability for Delay

The seller shall be liable for delays in the delivery of the products only if, and to the extent that, all of the following conditions are fulfilled:

(a) A fixed delivery date has been expressly agreed upon in writing between the parties.
(b) The delay exceeds the agreed date with a minimum of three weeks, and
(c) It is established that the delay is caused by the seller's negligence.

Damages, if any, payable to the buyer for delays in the delivery of the products according to the above shall be equal to the losses actually sustained by the buyer. However, the damages shall in no event exceed 0.5% per week of the price allocated to the delayed portion of the delivery, and in no event shall the total amount of such damages exceed 5% of such price. The term "week" as used above shall mean subsequent periods of seven days immediately following the expiry of the three-week period referred to in (b) above.

If the delay exceeds three months from the agreed date, the buyer shall have the right to cancel the purchase of the delayed portion of the delivery. Apart from such cancellation and the damages specified above, the buyer shall have no other remedy, and the seller shall have no liability, for any delay or any failure by the seller to deliver the products.

If the seller cancels the delivery at the latest four weeks before the agreed date, no damages or any other compensation shall be payable to the buyer.

If the seller cancels the delivery later than four weeks before the agreed date, damages, if any, payable to the buyer for non-delivery of the products shall be equal to the losses actually sustained by the buyer. However, the total amount of such damages shall in no event exceed 5% of the price allocated to the non-delivered products. The buyer is entitled to damages for delay in accordance with the second paragraph of this section. However, the total amount of all damages payable to the buyer in case of delay and non-delivery shall in no event exceed 7.5% of the price allocated to the delayed and non-delivered portion.

11. Risk and Title

The risk of loss or deterioration shall pass to the buyer immediately upon delivery.

Title to and ownership of the products shall pass to the buyer only upon seller's receipt of all payments due to the seller for the products delivered.

The buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the products that remain the property of the seller.

12. Intellectual Property Rights and Software

The buyer acknowledges that all trademarks, trade names, patents, industrial designs, drawings, plans and other intellectual property, whether registered or not, as well as the seller's or its suppliers' know-how, relating to the products or provided by the seller are and shall remain, the exclusive property of the seller or its suppliers and shall not be used, distributed, licensed, disclosed or registered by the buyer or any third party unless otherwise expressly set forth herein or without prior written consent from the seller.

The seller hereby grants to the buyer a limited non-exclusive, revocable and non-transferable license to the seller's intellectual property rights in the software embedded in the products ("Seller's Embedded Software") for the use and resale of the products as sold to the buyer.

The parties may separately agree on remote or other maintenance of the Seller's Embedded Software, if such remote or other maintenance is generally made available by the seller. Any standalone software or applications of the seller not embedded in the products are governed by separate license terms and conditions of the seller.

All Third Party Software, if any, is made available in accordance with respective third party license terms.

13. Code of Conduct

Helvar Components Oy Ab and its Affiliates expect all buyers to agree to conduct business in strict legal compliance and with the highest ethical standards. The buyer shall comply with Helvar Components Oy Ab's Code of Conduct, as updated from time to time, and available at helvarcomponents.com.

In particular, the buyer shall not engage in any form of bribery, in any violation of basic human rights or any child labour. Moreover, the buyer shall take responsibility for the health and safety of its employees. The buyer shall act in accordance with the applicable environmental laws and national and international competition laws. The buyer shall avoid any conflict of interest that can influence business relationships.

The buyer acknowledges that strict compliance with Helvar Components Oy Ab's Code of Conduct is a prerequisite for its continued business relationship with Helvar Components Oy Ab and/or its Affiliates. Failure or refusal by the buyer and/or its personnel to strictly comply with Helvar Components Oy Ab's Code of Conduct shall be deemed a material breach of these General Terms and Conditions of Sale and the relevant agreement with the buyer.

The buyer shall respond promptly to inquiries from Helvar Components Oy Ab's or its Affiliate's representatives in relation to the implementation of the Code of Conduct and allow Helvar Components Oy Ab's or its Affiliate's representatives to conduct announced and unannounced site visits of buyer locations for compliance monitoring purposes.

14. Sanctions Compliance

The buyer represents and warrants that neither the buyer nor any of its respective affiliates, directors, officers, employees, agents or to the knowledge of the buyer, any person on whose behalf the buyer is acting in connection with these General Terms and Conditions of Sale and/or relevant agreement is, or is directly or indirectly owned or controlled by a person that is, subject to any trade, economic or financial sanctions, export or import bans, embargoes or other restrictive measures imposed, administered, approved or enforced by the State of Finland, the United Nations, the European Union, the United States of America, the United Kingdom or any other relevant sanctions authority (collectively "Sanctions").

The buyer undertakes to comply with all applicable Sanctions and not to act in any manner that would result in it or the seller being in breach of or becoming a target of Sanctions. The buyer acknowledges that the products, any respective parts, or components, and all related technical information, documents and materials may not be imported or exported, re-exported, transhipped, traded, diverted, or transferred, directly or indirectly, to Russia or Belarus, or to any territory subject to Sanctions, or to or for the benefit of any natural or legal persons, entities or bodies listed on any Sanctions lists, or otherwise contrary to Sanctions.

The buyer undertakes to inform the seller without delay in the event of any change in circumstances resulting in the representations and warranties provided by the buyer in this section being no longer true.

The buyer shall be responsible for all damages, fees and charges incurred by the seller in the failure of any assurances or undertakings made by the buyer under this section. Any exercise by the seller of its right under this section shall be

without prejudice to any other rights or remedies of the seller under the respective agreement or these General Terms and Conditions of Sale.

The seller has the right to terminate the respective agreement with the buyer or restrict the fulfilment of its obligations under these General Terms and Conditions of Sale due to a breach of this section. The seller shall not be liable for any damage caused by such termination or restriction.

15. Restriction on Consumer Sales

For all sales in the United Kingdom, the buyer acknowledges and agrees that the products supplied by the seller to the buyer are intended for business-to-business sales only. The buyer shall not sell, market, or make available any of the products, supplied by the seller to the buyer, to consumers or for consumer use. The buyer shall ensure that its operations and distribution channels are structured in a manner that restricts the sale or availability of the products to consumers.

16. Confidentiality

The buyer shall not use or disclose any of the seller's confidential information.

The buyer shall use confidential information exclusively for the purposes of these General Terms and Conditions of Sale or any sales contract and shall not disclose it to anyone. The buyer shall hold all confidential information with no less a degree of care as is used for its own confidential information and at least with reasonable care, including also reasonable safeguards of the integrity and security of its systems. The buyer must immediately inform the seller if it becomes aware of any breach of this confidentiality undertaking and/or any cyber security incident compromising or potentially compromising the confidential information or the products.

The undertakings contained in this section shall remain valid also after the expiration or termination of these General Terms and Conditions of Sale for any reason.

17. Force Majeure

The seller shall not be held liable for any failure to perform caused by reason of force majeure events or other circumstances or impediments beyond the seller's control. This shall include, but not be limited to industrial or labour disputes, riots, pandemics, fires, floods, wars, embargoes, shortage of labour, raw materials, energy or means of transportation, whether affecting the seller or any subcontractor, or for circumstances caused by reason of laws, regulations, orders or acts of any government or authority.

The buyer shall not be liable for failure to take delivery of the products if the buyer is prevented from doing so by unforeseen governmental import restrictions or similar force majeure reasons.

18. General Limitations of Liability

The liability, if any, of the seller for any damages, including any reimbursement of costs under section 4 above, shall always be limited in the aggregate to an amount equal to the invoiced net purchase price for the products to which the damage relates. The seller shall in no event be liable for any special, incidental, indirect or consequential losses or damages such as loss of profits, loss of contract, damage to property, loss of use, purchase in replacement, or liabilities to third parties.

The limitations of liability shall apply to the fullest extent permitted by mandatory law, but shall, however, not apply (i) where the damages are caused by willful misconduct or gross negligence or fraud or fraudulent misrepresentation, or (ii) in respect of mandatory liability for personal injury or damage to property under EU product liability laws.

No action may be brought against the seller more than one year after the cause of action has occurred and in no case later than three years after the delivery of the products.

Notwithstanding the above, the seller expressly excludes and disclaims any liabilities for any defects in any Third Party Software and/or damages caused by the Third Party Software.

19. Insolvency

The seller shall have the right to terminate forthwith any and all sales contracts for any products that have not been delivered if the buyer becomes insolvent or bankrupt, makes arrangements with its creditors, or enters into liquidation or rearrangement of debts. In such cases also the price for all products delivered and work done shall become immediately due and payable.

20. Applicable Law

These General Terms and Conditions of Sale and all sales contracts shall be governed by and constructed in accordance with the United Nations Convention on Contracts for the International Sale of Goods (1980) and the laws of Finland without regard to its conflict of law principles.

21. Jurisdiction

All disputes arising out of or in connection with these General Terms and Conditions of Sale and any sales contracts shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce in Helsinki, Finland.

22. Written Form

Whenever a notice, acceptance, consent or other communication is required to be in writing according to these General Terms and Conditions of Sale, this requirement shall be considered fulfilled also when such communication is given or made by email.

23. Different Language Versions

If there is a discrepancy between two language versions of the General Terms and Conditions of Sale, the English version prevails.

24. Assignment

The seller may assign its liabilities under these General Terms and Conditions of Sale to any of its subsidiaries, affiliated companies, branches, other companies which belong to the same group of companies, distributors and agents.

The buyer may not assign its liabilities under these General Terms and Conditions of Sale to any third party without prior written consent from the seller.

25. Severance

If any provision of these General Terms and Conditions of Sale is held to be invalid or unenforceable, it shall be deemed to be severed from these General Terms and Conditions of Sale and shall be of no force and effect and shall not affect the validity and enforcement of the remaining provisions of these General Terms and Conditions of Sale