



# General delivery and warranty terms

 **CLIMECON**



# GENERAL DELIVERY AND WARRANTY TERMS

## General delivery terms

The delivery term in Finland is FCA Helsinki, Finland (Free Carrier) (Incoterms 2010) unless otherwise agreed. The term EXW Kausala/Pihtipudas (Incoterms 2010) will be applied for export. The freight fee is delivery-specific and determined based on the carrier company's valid price list. A €60 small delivery fee will be charged for deliveries with a net price of less than €250 unless otherwise agreed. As an additional service, the carrier will call the recipient's telephone number listed in the waybill before delivery and notify them of the arrival. A separate fee will be charged for this based on the carrier company's valid prices.

The Buyer must inspect the product without delay after it has been delivered to the Buyer or, if the product is installed by Climecon, after it has been installed, and before it is commissioned. This inspection should include a careful review of the product's features and functionality and comparing the product to the information in the docket. The recipient is obligated to inspect the product for possible transport damage upon receiving the product and to write this damage down in the waybill or report it to the carrier company. If an error or deficiency occurs in the product or delivery during the inspection, the written claim needs to be submitted to Climecon without delay and, at the latest, within seven (7) calendar days after receiving the product.

The delivery will be considered approved if the Buyer has yet to submit any written claims about the product to Climecon within seven (7) calendar days of receiving the product.

The product's ownership rights will be transferred to the Buyer when the Buyer has paid the purchase price to Climecon in full. Before the ownership rights are transferred to the Buyer, Climecon is entitled to take control of the product if the Buyer has not fulfilled its contract obligations. Danger liability will be transferred to the Buyer in accordance with the agreed delivery term.

Returns must always be agreed upon with Climecon in advance, and the notice of a return must be submitted within fourteen (14) days after receiving the product. For returns, Climecon reimburses 70% of storage products and 50% of manufactured standard products. Tailor-made products will not be reimbursed. The shipping costs of the product return are paid by the Buyer.

If the product plans are changed and the changes cause the costs to change, Climecon is entitled to receive from the Buyer additional compensation for additional costs. If the changes cause a change in the delivery schedule, Climecon is entitled to get additional time in a mutually agreed upon manner. Changes in costs and demands for additional time must be agreed upon in written between the parties before starting the modification work.

Climecon reserves the right to make changes to its products, including ones that have been ordered.

Brochures, technical specifications, and other written information in catalogs, as well as verbal advice, are only intended for guidance, and Climecon accepts no responsibility for possible errors occurring in them.

## Prices and payment terms

The product price is the price shown in the price list valid at the time unless the contract parties have agreed on another price in writing. Climecon will charge the products after delivery. The payment term is fourteen (14) days net after the invoice date unless the contract parties have agreed on a different payment term in writing. The late payment interest is determined based on the Interest Act.

If the Buyer's payment is delayed by more than thirty (30) days after the due date, Climecon has the right to halt all its own performances without any liability penalties until the Buyer has fulfilled all its overdue payments to Climecon.

## General warranty terms

Climecon grants a five (5) year operational warranty to the following products:

- Ventilation air terminal devices and supply and exhaust air valves
- Hoods and ventilation ceilings of professional kitchens
- CCM control units
- Air purifier frames
- Roof hoods
- Louvres and grilles

A two (2) year warranty is granted to other Climecon products, starting from the product's delivery.

As an exception to this, Climecon grants its UV lamps a warranty of up to sixteen thousand (16,000) hours of use. If a UV lamp becomes damaged before these hours are up, Climecon will reimburse the remaining use hours in the new lamp's acquisition costs. The warranty period will start when the UV system's installation and/or commissioning service has been performed and approved in writing, and it is applied when the system has been used in accordance with the manufacturer's instructions. The warranty period starts from the date the Buyer or the Buyer's representative has accepted the product or had it installed, provided that the product has been paid in full.

During the warranty period, Climecon will repair, at its own cost, any faults and deficiencies caused by the product's design, manufacture, and used material if the Buyer has reported these faults to customer service within seven (7) days after observing the fault. Climecon can also choose to replace the product with a new one. Climecon will rectify the observed fault within a reasonable amount of time.

Climecon is not liable for any damage that occurs after the danger liability has been transferred to the Buyer. Furthermore, Climecon is not liable for any faults that have occurred due to:

- a) natural wear, or
- b) the Buyer not following Climecon's instructions related to the product's use, maintenance, or installation, or
- c) the Buyer having the product repaired, modified, or serviced by a repair shop or service company other than Climecon's own or one appointed or authorised by Climecon, or
- d) the Buyer repaired the product without Climecon's approval.

Climecon has no liabilities or obligations due to a product fault other than those described in this section. Under no conditions is Climecon liable for personal injuries caused by the product's use, a product fault, or a delayed delivery. Furthermore, Climecon is not liable for the Buyer's or a third party's property damage caused by the product.

# HUMAN-CENTRIC VENTILATION



Lämmittäjänkatu 4 A | 00880 HELSINKI, FINLAND | TEL. 020 198 6600

[ClimeconAir.com](https://ClimeconAir.com)