

1. PERIOD FOR WHICH THE OFFER IS VALID

Unless otherwise specified the offer shall be valid for two (2) months after the date noted on the offer.

2. COMING INTO BEING OF THE SALES AGREEMENT

An agreement shall be deemed to have come into being when a written contract has been signed or, if this is not done, at the time at which the seller delivers the confirmation of the order made by the buyer.

3. DRAWINGS ETC. ANNEXED TO THE OFFER

Drawings and other such documents attached shall be the property of the maker, and the recipient shall not be entitled to use them for his own benefit or that of a third party. If the offer is not accepted, the documents are to be returned upon request.

4. CONFLICTING INSTRUCTIONS

In the event of conflicting instructions in the documents, the order of precedence shall be acquisition agreement, confirmation of order, order, offer and request for offer.

5. CONTRACTS. INFORMATION REQUIRED FOR COMPLETION

The parties shall supply one another with all the information required in the contract.

6. PLACE OF DELIVERY

Unless otherwise agreed the place of delivery shall be the seller's factory.

7. PRICE

Unless otherwise agreed in writing, the price shall be fixed. VAT is not included in the price. Changes in costs due to measures of national legislation, if the measure is undertaken after the contract has come into being, shall be taken into consideration in the price if a demand for this is presented to the other party within one month of the regulation coming into force. Extra work and alterations will be deemed to raise the price. Their effect on the price shall be notified to the buyer without delay.

8. PAYMENT OF THE SELLING PRICE

The selling price shall be paid on the day agreed. Interest for delay on late payments shall be paid according to the contract or in keeping with the legislation on interest. Payment shall also be made in the event of the delivery being delayed for reasons not attributable to the seller. If the seller has justified reason to doubt the buyer's ability to pay, he shall be entitled to require collateral and to refrain from making the delivery. If the buyer does not supply collateral, the seller shall be entitled to cancel the transaction and to damages. If the seller for this reason or due to the delay in the buyer's payment cancels the transaction or if the buyer cancels the transaction, the seller shall be entitled to damages for costs incurred and gross margin of profit.

9. TRANSFER OF OWNERSHIP RIGHTS

Ownership of the goods shall be retained by the seller until the selling price has been paid in full. If the buyer has not paid the invoice due to the seller or if the seller has other justified reason, the seller may forbid the use of the goods and also withdraw the goods in question into his own possession.

10. TRANSFER OF LIABILITY FOR RISK

Liability for risk shall transfer to the buyer when the goods have been handed over to the buyer or to an independent freight transporter for transport. If due to delay the goods are not handed over at the correct time, the liability for risk shall transfer to the buyer when the seller has fulfilled the agreement enabling the handing over of the goods. Liability for risk shall also transfer to the buyer when the goods prior to being handed over are for the period of interim storage left for the buyer on the buyer's land with the buyer's knowledge.

11. TIME OF DELIVERY

The seller shall be entitled to extend the time of delivery for a reason due to the seller, such as inability to pay, failure to supply information required or additional alterations work. The delivery is also extended due to insuperable obstacle. If the seller arrives at the site as agreed to complete the work or for purposes of delivering goods and for reasons not attributable to him is unable to complete the work, he shall be entitled to invoice the buyer for the costs so incurred.

12. CHECKING OF MEASUREMENTS

The buyer shall be responsible for ensuring that the product which is the subject of the acquisition is compatible with the buyer's vehicle or other product. The seller shall be responsible for providing the information needed to check the measurements. The buyer shall check the measurements prior to placing the order or making the contract to buy. The seller shall be entitled to invoice separately alterations if it is necessary to modify the product to suit the buyer's purpose. Unless otherwise separately agreed, the buyer shall himself be responsible for the completion of the installation work.

13. RIGHT TO WITHHOLD

The seller shall be entitled to withhold from the buyer for debts outstanding all the buyer's property which is in the seller's possession.

14. DELAY

The parties shall without delay notify one another of the likelihood of a delay.

15. COMPLAINTS

The buyer shall inspect the goods without delay. In the event of shortcomings in the goods, property and delivery time, likewise errors in the invoice, the buyer shall lodge a complaint with the seller within seven days of the time at which he observed or should have observed the fault.

16. COMPENSATION FOR DAMAGES

With respect to a flaw in the goods the seller's compensation for damages shall be limited to immediate damage and shall not extend to indirect damages. With regard to damages under the legislation on responsibility to a consumer for a product (*Tuotevastuulaki*) only the buyer shall be responsible.

17. PLACE FOR LEGAL ACTION

The place for legal action due to the agreement shall be the lower court at the domicile of the seller.