

1. COPYRIGHT AND OWNERSHIP RIGHTS

The copyright and ownership rights of the user systems being the subject of the contract or those devices supplied to them shall be the property of the seller or the seller's representative. Against an agreed payment the buyer shall be entitled only to use them for his own internal purposes on the devices referred to in the contract. The client shall not enjoy the sole right to their use. The client shall not be entitled without the written consent of the seller to modify, translate into the original language or surrender or in other manner place them at the disposal of a third party.

2. USE OF PROGRAMS

The client may not even in part copy either a program or documents. They may not be given and their copying may not be permitted either for private use. However, the client shall be entitled to take one backup copy of the program, which is advisable. Backup copies may only be used in the event of the original program being damaged or destroyed. The seller shall be entitled to check the use of a program at the client's premises. Virus protection shall be the responsibility of the client.

3. SUBSTITUTE PRODUCTS

The seller shall be entitled, on notifying the client, to replace products under the contract with substitute products. The substitute products shall meet the requirements agreed in the contract, and their capacity shall be at least as great as that of the original product.

4. MODIFICATIONS TO PRODUCTS

The seller shall be entitled without prior explanations to the client to make ameliorative modifications to products before delivering them, likewise modifications which do not essentially affect the operating of the products.

5. PRODUCTS OF A THIRD PARTY

The client shall not be entitled to add to the products the products of a third party or to use in the products supplies and information tools of a third party. Exceptions to this shall require written agreement between the seller and the buyer so that the warranty shall be fully valid.

6. INVOICING OF ADDITIONAL WORK

The costs of installation of the delivery, dismantling, maintenance, servicing and training shall be charged according to the seller's pricelist.

7. RECEIPT OF THE PRODUCT

The device shall be accepted within one week of the delivery date. The client shall be deemed to have accepted the product on taking it into routine use.

8. COMMENCEMENT OF THE WARRANTY PERIOD

The warranty period shall begin within a week of the delivery date of the device. In the case of installation deliveries the delivery date shall be deemed to be the day of receipt such that the delivery inspection must be made within two weeks of installation.

9. NOTIFICATION OF FAULTS

When a fault is noticed, the buyer shall give notification at the first opportunity and not later than two weeks after the occurrence of the fault.

10. WARRANTY REPAIR

Under the warranty the seller shall repair free of charge faults due to design, manufacture and materials which appear when the device is in normal use duly adhering to the instructions for use and which are notified to the seller during the warranty period and immediately after the fault is discovered.

11. TRANSPORTATION COSTS AND PLACE OF REPAIRS

The client shall deliver and retrieve the device at his own expense and risk to a place of maintenance designated by the seller. If it is not possible to deliver the device to the seller for repair, the repairs shall be carried out at the client's premises in such a way that half the costs of travel are charged to the client. When the repairs are carried out at the client's premises the repair agent shall be guaranteed access to the premises during normal working hours.

The costs for the scrutiny and repair of faults notified to the seller which are not covered by the warranty will be invoiced to the client separately unless no maintenance or servicing agreement including these services has been carried out.

12. REPAIR AND CHANGE OF FAULTY PARTS

Under the warranty the seller at his discretion shall either repair or change faulty parts. Changed parts shall be the property of the seller.

13. LIABILITY OF THE SELLER

The liability of the seller shall extend only to faults occurring in conditions of use as per contract, and using the device/supplies correctly. It shall not include faults due to erroneous or incomplete basic information supplied by the client, erroneous or inadequate storage contrary to instructions, installation, maintenance repair or modification, faulty or inappropriate computer supplies not carried out by the seller, likewise the connecting of products to the system not approved by the seller, disturbances in voltage, accident or normal wear and tear. The electric, gas and water connections and the measures necessary to eliminate static electricity shall be accomplished according to the manufacturer's instructions. If the device is used or connected contrary to the manufacturer's instructions, the device shall not be covered by the warranty. Non-durable supplies of a medical device are not covered by the warranty. Electric light bulbs shall be deemed to be non-durable supplies.

The seller's warranty does not extend to damage sustained in transit, nor to faults with no bearing on the operating condition of the device.

14. REPAIR UNDER WARRANTY

Repair under warranty shall not prolong the duration of the warranty. The seller shall not be liable for indirect damage due to devices or supplies nor for benefits not accruing.

15. SERVICING

The warranty requires that the necessary servicing and maintenance measures be carried out on the device during the warranty period. These are not part of the warranty.

16. INSUPERABLE OBSTACLES

The following are deemed insuperable obstacles if they prevent or delay the fulfilment of the contractual obligation or render it unreasonably difficult: industrial action or other factor over which the party to the contract can exert no influence such as fire, war, rebellion, confiscation, currency restrictions, revoking of export licence, scarcity of transportation equipment, limitations of power of use and above that in the factor mentioned here are attributable to the errors or delays in the deliveries of a subcontractor or if the original manufacturer ceases production.

17. WARRANTY PERIOD

For all Frestems Oy products the warranty period is 12 months unless otherwise stated.

18. PLACE FOR LEGAL ACTION

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