

MULTIVAC Oy General Terms and Conditions Spare Parts and Packaging Materials, V1-2024



Scope of application

1. These General Terms and Conditions shall apply to any and all sales of spare parts and packaging material sold by Multivac Oy or by a company belonging to the same group of companies as Multivac Oy ("Multivac"), unless the parties have expressly agreed otherwise in writing.
2. The Client's or third party's general terms and conditions shall not apply even if Client has provided them to Multivac or referred to them in the order or other documents and Multivac does not expressly deny their applicability.

Conditions of Sale

3. An offer by Multivac Oy is non-binding and may be amended unless it is explicitly stipulated otherwise.
4. The price quoted in the offer is exclusive of value added tax.
5. The offer and the related pictures, drawings, calculations and other documents are confidential and property of Multivac. The Client shall not be entitled to disclose any information pertaining to them to any third party or to use them for any purpose other than for making a purchase decision.
6. All sales contracts, amendments and notifications therein between Multivac and the Client shall be made in writing. A contract is concluded when Multivac has confirmed the Client's order in writing.
7. The purchase price is the price agreed between the parties and set out in the order confirmation. If no price has been agreed, the purchase price shall be the list price charged by Multivac.
8. Any and all additional costs are charged separately and are covered by the Client unless agreed otherwise.
9. Multivac reserves the right to revise the prices if exchange rates, import charges or other fees, taxes or other public charges beyond Multivac's control affecting the purchase price or the prices of Multivac's supplier change before the delivery.
10. Any and all information provided by Multivac in relation to goods shall be the approximate information and non-binding, unless the accuracy has been explicitly confirmed by Multivac.
11. In the event of a change in the exchange rates affecting the purchase price, Multivac has the right to change the price in euros in the same proportion for the part of the purchase price that Multivac has not received from the Client at least one working day before the date of the exchange rate change.

Terms of Delivery

12. Unless expressly agreed otherwise, the date of delivery stated in the order confirmation or the agreement of sale shall be applicable.
13. Delivery times are non-binding indicative estimates based on the delivery time estimate provided by Multivac or its supplier.
14. Unless otherwise agreed, deliveries are subject to the following delivery term: EXW Kerava Incoterms® 2020. Partial deliveries are also possible.
15. The risk shall pass to the Client according to the agreed delivery term. If the goods are not delivered on time and this is due to the Client or third-party authorized by the Client, the risk shall pass to the Client when Multivac has done what is required of it under the contract to enable delivery.

16. If the delivery of the goods is materially delayed from the estimated delivery time, Multivac will inform the Client of the delay after being informed of it and inform the Client of the estimated new delivery date. Multivac is not liable to compensate the Client for any damage caused by the delay.
17. If the agreed purchase prices are based on the manufacturer's list prices and the delivery or partial delivery takes place more than two months after the conclusion of the agreement of sale, the applicable prices shall be the list prices from the time of the delivery or partial delivery respectively, less the agreed discount, if any

Warranty and Defect

18. Unless otherwise agreed, goods sold are covered by the manufacturer's warranty in force at the time of delivery and as specified in the order confirmation or in the agreement of sale. The Client is aware that any modifications and customizations requested by the Client may affect the manufacturer's warranty.
19. The Client must inspect the goods for visible defects and other obvious faults at the time of delivery. In addition, the Client must carry out a thorough inspection of the goods before taking them into use. Quantitative and visible defects must be reported to Multivac within 7 calendar days of the delivery. Other defects must be reported within the warranty period without delay as soon as they are discovered and in accordance with the manufacturer's warranty conditions. After this the goods shall be deemed to have been accepted by the Client.
20. The Client must provide Multivac with all information on defects in the goods that Multivac deems necessary to investigate the matter and, in addition, as may be specified in the applicable warranty conditions.
21. If a defect is discovered in the goods during the warranty period, Multivac may, within the provisions of the manufacturer's warranty conditions, at its option, either a) repair or b) replace the defective goods or c) terminate the contract, in which case Multivac will refund the purchase price paid for the goods to the Client and Client will return the goods to Multivac. Multivac's liability for defective goods shall be limited to the remedies set out in this paragraph and Multivac shall not be liable for any damage caused by the defective goods.
22. Multivac is not responsible for the suitability of the goods for the intended use of the Client. Multivac is responsible for the quality and other characteristics of the goods only as specified in the contract. The manufacturer may also make structural changes to the goods, such as changes required by law or technical improvements.
23. Multivac shall take out insurance of the goods only at the Client's express request and only at Client's expense.
24. The aforementioned warranty and Multivac's liability shall expire if the Client - without the prior consent given by Multivac - changes or modifies the goods or orders a third party to change or modify the goods.

Terms of payment

25. The payment term is 14 days net from the date of the invoice unless otherwise agreed.
26. If the purchase price is not paid on time, Multivac has the right to delay delivery and/or further deliveries until the due payments have been made. Multivac shall also be entitled to withhold

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delivery if it is evident that the Client's payment will be materially delayed. The Client shall not be entitled to claim compensation for any such delay.

27. In the event of delayed payment, Multivac has the right to charge late payment interest for the period of the delay in the amount of 10 per cent per annum from the due date of the invoice as well as to charge reasonable recovery costs from the Client.
28. The title to the goods remains with Multivac until the full purchase price has been paid and all obligations of the Client to Multivac under the contract have been fulfilled.
29. The Client shall not pledge or establish any other security interest in the goods in favor of third parties before transfer of title to the Client.
30. In case of delayed payment by the Client Multivac may, at any time after the payment term, demand the return of the unused goods.

Rescission of the Contract

31. If Multivac's delivery deviates materially from what was agreed and the defect is not repaired or new conforming goods delivered within a reasonable time following the Client's written notice and this causes unreasonable harm to the Client, the Client has the right to rescind the contract.
32. If the purchase price is not paid on time, Multivac has the right to rescind the contract if the delay is material. Multivac also has the right to rescind the contract if it is obvious from the Client's notification or otherwise that the Client's payment will be materially delayed. Multivac may also rescind the contract if the Client fails to contribute to the fulfilment of the contract in the agreed or otherwise reasonably required manner and within a time limit set by Multivac.
33. If the Client does not pick up or receive the goods in time, Multivac has the right to rescind the contract after 8 calendar days from Multivac's request to the Client to pick up or receive the goods.

Limitation of Liability

34. Multivac shall not be liable for damage caused by using the goods for different purpose or connecting the goods to a device other than for what the goods is generally intended for.
35. Neither party shall be liable for any indirect and/or consequential damages incurred by the other party.
36. It is expressly stated that Multivac is not obliged to compensate the Client or a third party for any direct or indirect damages caused by delay, defective goods, incorrect delivery or other breach of contract, such as property damage, loss of production, loss of profit or other consequential financial damage.
37. The upper limit of liability of Multivac on any account in total, shall be the amount corresponding to 5% (five percent) of the net price for the goods.
38. It is expressly stated that once the goods are in the Client's possession or once the Client has subsequently handed over the goods, Multivac is not liable for any damage caused by the goods to:
 - a) any person, movable or immovable property, or as a consequence of such damage; or
 - b) a product manufactured by the Client or to a product containing a product manufactured by the Client.

39. The limitations of liability do not apply to any breach of contract caused intentionally or by gross negligence.
40. Where Multivac is liable for damage or loss caused to a third party, the Client must compensate Multivac for the loss incurred if Multivac is not liable for such damage or loss towards the Client in accordance with these General Terms and Conditions. If a third party makes a claim against Multivac, Multivac shall inform the Client accordingly.

Force Majeure

41. Neither party shall be liable for delay and damage caused by an impediment beyond the party's control and which the party could not have reasonably taken into account at the time of conclusion of the agreement and whose consequences the party could not reasonably have avoided or overcome. Such force majeure events shall include, if not proven otherwise, inter alia, war or insurrection, pandemic, earthquake, flood or other similar natural catastrophe, interruptions in general traffic, data communication or supply of electricity, import or export embargo, strike, lockout, boycott and other similar industrial action. A strike, lockout, boycott and other similar industrial action shall also be considered, if not proven otherwise, a force majeure event when the party concerned is the target or a party to such an action.

Compliance with sanctions

42. The Client declares that it or its owners or persons controlling it (through effective control or otherwise) are not subject to sanctions and that the Client has not violated or will not violate any sanctions. The Client will ensure that the goods it purchases from Multivac will not be exported, directly or indirectly through any third party, in contravention of any applicable import or export restrictions, nor will the services provided by Multivac in connection with the goods subject to import or export restrictions violate any applicable export or import restrictions. The Client ensures that the goods it purchases from Multivac are not sold, directly or indirectly through a third party, to any sanctioned entity or person. The Client ensures that the proceeds of the transaction with Multivac are not used for the benefit of any sanctioned entity or person.

Applicable law and dispute resolution

43. Any contractual disputes between the Multivac and the Client will be resolved primarily by negotiation between the parties. Unless otherwise agreed, disputes arising from the agreement shall be settled by arbitration in accordance with the rules of the Arbitration Board of the Central Chamber of Commerce.
44. The contract and its term and conditions shall be governed by and construed in accordance with the laws of Finland, excluding its rules for choice of law. The application of the U.N. Convention on Contracts for the International Sale of Goods (1980) is excluded.

Validity

45. These General Terms and Conditions of Sale of Multivac, applicable from 1.9.2024, replace the previous General Terms and Conditions, and are valid until further notice.