

Terms of Delivery and Warranty

Hollolan Sähköautomaatiikka Oy (HSA) | 28 September 2026

These Terms govern HSA's deliveries of goods and equipment, warranty handling and the handling of defects. Warranty repairs for business customers are carried out at HSA's premises in Lahti. The customer is responsible for transporting equipment submitted for warranty repair and for any other costs associated with the repair, as set out in these Terms. Consumer sales remain subject to mandatory consumer protection legislation.

1. Scope and Contract Documents

These Terms apply to HSA's sales of goods and equipment in Finland and abroad, unless otherwise agreed in a quotation, order confirmation or separate written agreement. These Terms are primarily intended for business-to-business sales (B2B).

If the Buyer is a consumer, mandatory provisions of the Finnish Consumer Protection Act take precedence over any conflicting provisions of these Terms. Any reference to a warranty in these Terms does not limit the consumer's statutory rights in respect of defects or any other mandatory rights.

The contract consists of the quotation or order confirmation accepted by the parties, these Terms and any technical documents expressly referred to in the contract. In the event of a conflict, the following order of precedence applies: a separate signed agreement, the order confirmation, the quotation and these Terms. Any amendments or exceptions must be agreed in writing with an authorised representative of HSA. Email is considered to be in writing.

2. Quotations, Product Information and Technical Documents

A quotation is valid for the period stated in it. If no validity period is stated, the quotation is valid for 30 days from its date. Information in product materials, price lists, on websites and in brochures is binding on HSA only to the extent that it is specified in a contract document or confirmed by HSA in writing.

HSA shall provide the agreed documentation required for use, installation, commissioning and maintenance to the agreed extent. The Buyer is responsible for ensuring that it has the necessary technical competence and that the equipment is suitable for the Buyer's stated application, unless HSA has expressly accepted responsibility for suitability in writing.

3. Prices, Payment and Retention of Title

Prices are exclusive of value added tax (VAT) and other official charges, unless the quotation states otherwise. The Buyer shall pay the invoice by its due date. Overdue payments are subject to default interest under the Finnish Interest Act and any collection costs permitted by law. HSA may suspend delivery or another contractual obligation if an amount due remains unpaid, after notifying the Buyer of the suspension.

Title to the goods passes to the Buyer once the purchase price and all other agreed payments have been paid in full, to the extent that retention of title is permitted under applicable law. Retention of title does not change the agreed time at which risk passes.

4. Delivery, Transfer of Risk and Delay

The delivery term is determined by the quotation or order confirmation and, where the contract document refers to Incoterms®, is interpreted in accordance with the Incoterms® rules in force at the time of delivery. Unless otherwise agreed, the delivery term is EXW HSA's premises in Lahti (Incoterms® 2020). The Buyer is responsible for collection, loading and carriage, and for the costs arising from them. Risk passes in accordance with the delivery term.

Any stated delivery time is an estimate unless it has expressly been agreed to be binding. If HSA becomes aware of a delay, it shall notify the Buyer and provide the reason, if known, and a revised estimate. A delay caused by the Buyer or by force majeure extends the delivery time by a reasonable period in the

circumstances. If the Buyer is delayed in taking delivery, HSA may store the goods at the Buyer's cost and risk after notifying the Buyer.

If the Buyer fails to take delivery of goods ready for delivery within a reasonable extension period after HSA's written request, HSA may cancel the undelivered portion and claim compensation for the proven loss caused by the failure, subject to applicable law and the limitations of liability in these Terms.

5. Inspection of Goods and Notice of Defects

The Buyer shall inspect the goods promptly after receipt. Transport damage and visible shortages must be noted in the transport documents and reported to HSA in writing without delay. The Buyer shall notify HSA in writing of any other defect without undue delay after the defect was discovered or should have been discovered. The notice shall describe the delivery, the equipment's identifying details, how the defect appears and the relevant circumstances, as well as the Buyer's requested remedy, if known.

The Buyer shall give HSA a reasonable opportunity to inspect the reported defect and participate in its investigation before the goods are repaired or modified. The Buyer shall take reasonable steps to prevent further damage. In B2B sales, these provisions apply to the extent permitted by law; mandatory provisions governing a consumer's right to give notice of a defect take precedence.

6. HSA Warranty

Unless the quotation, order confirmation or separate warranty document for the product expressly states otherwise, HSA's warranty is valid for 12 months from the delivery date. The warranty period or scope may differ if provided for by the manufacturer's warranty, a product-specific warranty certificate or the contract.

The warranty covers defects in materials, workmanship or design that arise during the warranty period, for which HSA is responsible and which are confirmed by HSA's inspection. HSA shall decide whether to repair the defective part or supply an equivalent, defect-free part. The warranty covers labour and the replacement part for repairs carried out at HSA's premises in Lahti. In B2B sales, the warranty does not cover removal, dismantling, lifting, moving, transport, reinstallation, commissioning, on-site work or any other costs expressly excluded elsewhere in these Terms.

The warranty is a voluntary additional undertaking by HSA. It does not guarantee that the equipment is suitable for the Buyer's specific application unless that characteristic has been agreed in writing. The warranty does not limit the Buyer's other rights to the extent that they have not been validly agreed otherwise or mandatory law provides otherwise.

7. Warranty Claim and Repair Procedure for Business Customers

Before sending or delivering equipment for repair, the Buyer must contact HSA and obtain return or service instructions. Where possible, the notice must include proof of purchase, the equipment model and serial number, commissioning date, a description of the fault, operating and maintenance history, and photographs or log data. Equipment must not be sent without HSA's instructions.

Warranty repairs are carried out at HSA's premises in Lahti. In B2B sales, the same repair location and allocation of costs also apply to repairs based on HSA's contractual liability for defects, unless the quotation, order confirmation or a separate written agreement expressly states otherwise, and only to the extent that such a term is valid. The Buyer is responsible for removing, packing, sending and delivering the equipment to HSA, and for collecting it or arranging return carriage after repair or replacement. In B2B sales, the Buyer is responsible for all related freight, transport, insurance, packaging, loading, unloading and handling costs, as well as risk during transport. The Buyer must follow HSA's packing and shipping instructions.

HSA is not required to carry out warranty repairs at the equipment's place of use or installation. If, at the Buyer's request, HSA agrees to inspect, troubleshoot, install or repair the equipment somewhere other than its own premises, labour, travel time, travel expenses, per diems, accommodation and other costs will be charged separately in accordance with the quotation agreed or HSA's price list.

Any replaced defective part becomes HSA's property, and the Buyer must return it to HSA unless otherwise agreed in writing. HSA will endeavour to process an accepted warranty claim within a reasonable time. The repaired equipment or part will be returned at the Buyer's expense as described above.

8. Exclusions from Warranty and Liability

HSA's warranty does not cover a defect or damage to the extent that it is caused, for example, by:

- incorrect installation, commissioning, use, sizing, positioning or storage, or operation contrary to the instructions for use or agreed operating conditions;
- inadequate or incorrect maintenance, normal wear and tear, consumable parts or ordinary loss of capacity;
- overloading, electrical disturbance, incorrect voltage, short circuit, freezing, overheating, moisture, dust, corrosion or other external conditions;
- an accident, transport after risk has passed, vandalism, natural event or another cause beyond HSA's control;
- a modification, repair or component selection by the Buyer or a third party without HSA's prior written approval; or
- materials, drawings, software, sizing or a structural solution supplied or specifically required by the Buyer.

The above exclusions apply only to the extent that the excluded cause has caused or contributed to the defect in question. The manufacturer's stated terms apply to a separate manufacturer's warranty to the extent that they do not conflict with an undertaking expressly given by HSA or with mandatory law.

9. Troubleshooting, Work Outside the Warranty and Third-Party Costs

If HSA's inspection establishes that the reported defect is not covered by HSA's warranty or liability, HSA will notify the Buyer. Troubleshooting, inspection, repair, spare parts, packaging and return may be charged to the Buyer in accordance with HSA's price list or a cost estimate approved in advance. HSA will request the Buyer's approval before starting chargeable repairs. If the Buyer does not approve the repair, the Buyer is responsible for the agreed inspection fee and the costs of returning the equipment.

The Buyer must not have an inspection, troubleshooting, dismantling, repair, transport or other work carried out by a third party at HSA's expense without HSA's prior written approval. In B2B sales, HSA is not responsible for costs ordered or incurred by the Buyer or a third party without that approval. This clause does not override a consumer's mandatory rights or any other mandatory provisions of applicable law.

10. Returns and Order Cancellations

In B2B sales, the return of a non-defective product requires HSA's prior written approval. The return instructions, any credit, and any handling charges or reduction in value will be agreed before the return, taking into account the condition of the product and the costs arising from the return. The Buyer is responsible for return carriage. Products manufactured or modified to order, or procured for the Buyer's specific application, will not be accepted for return unless HSA agrees otherwise in writing.

An order may not be cancelled after HSA has started manufacturing or procuring the product or otherwise fulfilling the order, unless HSA approves the cancellation in writing. HSA may charge the reasonable, documented costs incurred up to that point for an approved cancellation.

A consumer's right to withdraw from a distance or off-premises sale and any other consumer return rights are governed by the mandatory provisions of the Finnish Consumer Protection Act and the information provided to the consumer before the contract was made.

11. Limitation of Liability in Business-to-Business Sales

In B2B sales, HSA is liable only for direct loss caused by a breach of contract or defect that HSA is required to compensate under these Terms and applicable law. HSA is not liable for indirect or consequential loss, such as interruption of production or use, loss of production, loss of profit or revenue, loss of data, the cost of

substitute equipment, downtime, the Buyer's contractual relationship with a third party or other similar consequential loss.

HSA's aggregate liability for claims relating to the same delivery or defect is limited to the net purchase price of the defective product or the relevant part of the delivery. These limitations do not apply to wilful misconduct, gross negligence, personal injury or liability that cannot be limited by law. In consumer sales, the limitations in this clause do not override mandatory provisions of the Finnish Consumer Protection Act.

The party suffering loss shall take reasonable steps to mitigate it. If a third party brings a claim relating to a delivery, the party receiving the claim shall notify the other party without delay and give it a reasonable opportunity to participate in investigating the matter.

12. Force Majeure

A party is not liable for delay or failure to perform a contractual obligation to the extent it is caused by an event beyond that party's control which it could not reasonably have foreseen or overcome. Such events may include, for example, industrial action, fire, war, government restrictions, a serious disruption to energy or telecommunications networks, transport disruption, a shortage of essential raw materials or components, or a similar event affecting a subcontractor.

The party affected by the event shall notify the other party without delay of the event and its expected impact. The parties shall resume performance when circumstances permit. If the event continues for more than three months, either party may cancel the undelivered portion by written notice; goods already delivered and payments that have fallen due remain unaffected.

13. Governing Law and Disputes

The contract is governed by the laws of Finland, excluding its conflict-of-law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply unless expressly agreed in writing.

The parties shall first seek to resolve disputes through negotiations. If no settlement is reached, the dispute shall be heard by the Pääjät-Häme District Court as the court of first instance. A consumer's right to refer a matter to a competent consumer dispute resolution body or court is not restricted.

14. Validity and Application of these Terms

These Terms apply to HSA's quotations and orders that refer to them before the contract is formed. A later amendment to these Terms does not change a contract already formed unless the parties agree to the amendment in writing. If any provision is held invalid, the remaining provisions remain in force, and the invalid provision shall be replaced by a lawful provision that comes as close as possible to its original intent.

Warranty Claim Information

When a business customer reports a possible warranty fault, request the following information before the equipment is sent:

- Company name and contact person
- Quotation, order or invoice number and delivery date
- Equipment name, model and serial number
- Description of the fault, how it occurs and the operating conditions
- Commissioning, maintenance and modification history
- Photographs, log data or measurement results, if available
- Contact details and equipment location

After receiving the notice, HSA will provide return or inspection instructions. Do not send the equipment before receiving them. Consumer customers will be given separate instructions in accordance with their statutory rights.