

General terms of sale and delivery of Wiiste Inc. 11 May 2016

1. Application of the terms

These terms of sale and delivery are applied to trading between Wiiste Inc. and its customers. Wiiste Inc., which acts as the seller of products and design and other services, is hereinafter referred to as the "Seller". The Seller's customer, which acts as the buyer of products and services, is hereinafter referred to as the "Customer". The Seller and the Customer are hereinafter jointly referred to as the "Parties". The Parties undertake to observe the terms of sale and delivery set out herein, unless otherwise mutually agreed by the Parties in writing.

2. Order

An agreement on the delivery of a product or service arises when the Customer makes an order to the Seller by email or using other similar *written* means. The person placing the order must have the necessary authorisation to place the order, and they shall provide the following basic information related to the delivery when placing the order: the ordered products and services; the number of the offer provided by the Seller (if any); the Customer's and orderer's name and address, email address, delivery and invoicing address; ordering and reference information for the purposes of invoicing (if any); and desired time of delivery.

3. Deliveries and delivery costs

The standard delivery time for products is two full working weeks after the Seller's receipt of the order.

The delivery time for services and any costs of the delivery, implementation and maintenance of the services are always agreed separately in each case.

It is possible to separately agree on delivery times shorter than the standard times if the Seller's resources so permit. Delivery times which are shorter than the standard times may also affect the delivery costs, and they shall be agreed on separately by the Parties before the delivery in question.

The Seller delivers the products to the delivery address provided by the Customer in accordance with the delivery costs and delivery policy in force at the time. Updated information is available on the Seller's home page at www.wiiste.com.

As of 1 October 2015, the following delivery costs and delivery policies apply:

Delivery fees for deliveries in Finland:

The Seller delivers the products to the postal address provided by the Customer for a delivery fee of EUR 20 (freight prepaid).

No delivery fee is charged for products ordered in advance and picked up from the Seller's premises by the Customer.

No delivery fee is charged for deliveries exceeding EUR 500 (VAT 0%).

In addition to the delivery fee, additional costs resulting from express deliveries or other deliveries deviating from the Seller's regular means of delivery carried out at the Customer's request will be charged from the Customer. The Parties will agree on these costs before the delivery in question.

No delivery fee will be charged for backorders arising due to the Seller.

The applicable value added tax will be added to all of the aforementioned fees and charges.

Delivery fees for deliveries outside Finland:

The delivery fees shall be agreed separately based on the agreed delivery term. If the fees are not agreed, the Seller shall invoice actual delivery costs.

The Customer is liable for providing the Seller with the correct delivery address and for that the Seller has the opportunity to deliver the agreed products to the provided address at the agreed time of delivery.

If the Seller is prevented from delivering the products or services to the Customer due to force majeure, the Seller is not liable for paying any compensation or reimbursement as a result of such force majeure. The delivery shall take place when the force majeure event ends. An act of war, riot, strike, fire and significant damage to property, authorities' measures and other factors not depending on the Seller and affecting the delivery are considered to constitute a force majeure event. The Customer is entitled to cancel significantly delayed deliveries free of charge. The cancellation shall be made in writing before the Seller has dispatched the delivery.

4. Prices

The prices informed by the Seller remain in force for the time being, with the exception of prices based on an offer, which will remain in force for the period set in the offer or, if no period is set, for thirty (30) days as of the date of the offer. A response which is given to the offer and contains additions, limitations or terms is deemed to constitute a counteroffer which does not bind the Seller. The applicable value added tax will be added to the prices stated by the Seller. Any comments or complaints about the prices shall be made to the Seller within ten (10) days of the date of the invoice.

5. Payment terms

The payment term applicable to the orders is fourteen (14) days net. Interest for late payment is determined in accordance with the provisions of the Finnish Interest Act (as amended).

The Seller charges EUR 10 in handling costs from the Customer for sending a payment reminder. Costs related to the collection of payments due under an invoice will be charged from the Customer in accordance with actual costs.

6. Defective product delivery and returns

The Customer shall inspect the delivery upon receipt at its earliest convenience, yet within reasonable time, in order to ascertain whether the delivery corresponds to the order and the products are free from defects. Any complaints about defective delivery or broken products shall be made in writing within eight (8) days of receipt of the delivery. Otherwise the Seller is free from liability related to such defective delivery or broken products.

The Customer shall return the incorrect or broken products received as a result of the broken or defective delivery to the Seller within fourteen (14) days of receipt of the product in their original packaging and in accordance with the Seller's instructions. The Seller will replace the incorrect or broken products with substitutive products or reimburse for them without delay. The Seller will compensate for the freight of the returns and substitutive deliveries if the defect has resulted from the actions of the Seller or the carrier of the defective delivery.

The Seller will not redeem returns payable by cash on delivery (COD). The Seller is not liable for any defects or damage resulting from incorrect packaging, storage or handling on the Customer's part.

The Seller's liability in all cases of defect is limited to the purchase price of the product.

7. Action in case of defect; Warranty

The Customer shall check the operation of all products in the delivery as quickly as it can within reasonable time, yet before their installation or use, in order to verify whether the products delivered by the Seller work.

The Customer is liable for checking that the calibration of the calibrated products delivered by the Seller is still accurate if over six months have passed since the Seller's delivery of the products. The applicable calibration intervals of different products are shown in the products' instruction manuals. The newest instructions manuals are available on the Seller's home page www.wiiste.com. The Seller is not liable for any defects or damage resulting from outdated calibration.

The Seller provides a 12 months' manufacturer's warranty for its products starting from the date of delivery, covering all defects related to the manufacturing or materials of the products. The Seller undertakes to replace the defective products with new products free of charge or reimburse the price paid for them.

Damage resulting from normal wear and tear, exceptional operating conditions, careless handling or unauthorised modifications is excluded from the warranty.

The warranty of sensors installed in poured concrete is subject to the sensors' correct functioning being verified with a scanner before installation and to that the sensors are visible so that their correct manner of installation can be verified.

The Customer shall use the products provided by the Seller in accordance with the instruction and installation manuals that came with them. The Seller is not liable for any defects or damage resulting from conduct which fails to comply with the aforementioned instructions.

The Seller delivers the service in the agreed extent. If defects or flaws are detected in the service, the Seller remedies the defects and flaws within reasonable time. The Seller is not liable for any defects in the service resulting from the incorrect or incomplete nature of data provided by the Customer.

If the Customer suspects that the products provided by the Seller operate defectively or that the services provided by the Seller are defective, the Customer shall immediately contact the Seller in order to agree on further measures in order to verify the possible defect. The Seller is not liable for compensating any such costs which result from other than mutually agreed further measures, unless they have been necessary for preventing immediate damage before being able to contact the Seller.

8. Information provided by the Customer

The Customer is liable for the personal data included in the Customer's material and for all of the obligations related to the processing of the data as the controller referred to in the Finnish Personal Data Act. The Customer is also liable for all other data in the Customer's material or otherwise included in the service or product by the Customer and the correctness such data.

9. Software

The right of use of the software provided or offered by the Seller and of the Relia cloud computing services requires accepting the end user license agreement before commencing use. If the Customer does not accept the end user license agreement, the Customer may not use the software or cloud computing service.

The Customer acknowledges and accepts that the public communications network as an operating environment may cause flaws in the operation of the software as well as information security risks and other risks. The Seller protects its server and its operating environment, but the Seller is not liable for any damage suffered by the Customer as a result of a virus, trojan or other malware, security breach, fault or interference of the public communications network, or other comparable reason.

10. Limitation of liability

The Seller is liable for the service and/or product only towards the Customer and only as set out in these general terms of sale and delivery. The Seller is not liable for any direct or indirect damage, such as decreased turnover, interruption or disturbance of operations, change of schedule or unreceived income or savings.

The Seller's liability in all cases of defect is limited to the purchase price of the product. As for services, the liability is limited to the total remuneration received by the Seller for the services.

The aforementioned limitation of liability does not apply if the damage has resulted from the Seller's deliberate or gross negligence. Any claims concerning damages or price reduction shall be made to the Seller in writing and in a specified amount within three (3) months of when the Customer became aware, or should have become aware when acting diligently, of the Seller's breach of agreement on the basis of the claim. If the matter cannot be settled amicably, the Customer must bring any legal action concerning the damages or price reduction within six (6) months of when the Customer became aware, or should have become aware when acting diligently, of the Seller's breach of agreement serving as grounds for the claim. If the Customer does not bring legal action within said time limit, the right to bring action is lost.

11. Ownership and liability for risk

The products shall remain the property of the Seller until paid for in full. The risk of loss or damage passes to the Customer upon the delivery of the product.

12. Geographical limitation

The Customer accepts that the products ordered from the Seller are used only in Finland, unless otherwise agreed by the Parties in writing.

13. Updated terms of sale and delivery

The Seller's general terms of sale and delivery in force at the time of the transaction, available on the Seller's homepage www.wiiste.com, shall apply to the deliveries and services.

14. Dispute resolution

Any disputes concerning these terms of sale and delivery shall be primarily settled through negotiations between the Parties, and if no amicable settlement can be reached, the matter shall be decided by the District Court of Pirkanmaa.