

Fescon Oy general delivery terms and conditions 2024

SCOPE These terms and conditions apply to the domestic trade of products in the Fescon price list and those made to order. To the extent that the trade-related issues have not been otherwise agreed in these terms of delivery or separately, the general procurement and delivery terms for construction products (RYHT) shall be respected.

PRICE Invoicing is done on the date of delivery at the valid price excluding tax. Value added tax is added to the sum total of the invoice. Fescon Oy reserves the right to introduce a possible energy surcharge if energy costs increase significantly after the publication of the price list.

TERM OF DELIVERY Free carrier at the factory indicated in the price list (FCA, Finnterms 2001). Transports arranged by Fescon Oy will be charged in accordance with a separate transport price list. Sand deliveries under a separate agreement either FCA or DAP (Finnterms 2001). Pick-up of Nanten products according to a separate agreement.

PRODUCTS MADE TO ORDER Orders for special products and products made to order are binding on the buyer. The buyer is obliged to receive and pay for the products made to order that the buyer has ordered. Fescon is entitled to charge the price and disposal costs of the product from the buyer if the buyer does not receive the products within the schedule indicated in the order confirmation.

TIME OF DELIVERY Products in stock in Hausjärvi and Haukiputaa, delivered either on full pallets or in large bags, can be picked up at the warehouse three (3) hours after placing the order at the customer service centre.

Pick up of products in stock in partially full pallets: Can be picked up from the factory 1 working day after ordering.

Products made to order can be picked up from the factory:

- grey and fireproof products and sand products 10 business days after the order
- coloured products 10 business after the order
- liquid facade products delivered within 15 business days of placing the order
- rendering materials and other accessories according to agreement

In site deliveries organized by Fescon Oy, the transport time from the factory to the site is 1–5 business days.

Work-site silos are delivered according to separate agreement and terms of delivery. The availability of work-site silos must be ensured on a site-specific basis. The binding delivery and return date of a silo must be communicated and confirmed six weeks before the delivery.

PALLET SIZES AND PRICING The products are packaged on pallets, which are EUR-pallets in size 800 x 1,200 mm. The number of bags per pallet depends on the product and is indicated in the price list. The price is €12.00 per pallet, excl. VAT. The price is valid until further notice. If the delivery method requires a pallet under each large bag, we charge the customer for the pallets in accordance with the currently valid pallet price list. Fescon does not accept pallets or make a refund for any.

ADDITIONAL FEE FOR COLLECTION / INCOMPLETE PALLET A fee of € 15.00/delivery (VAT 0%) is charged for incomplete pallets and pallets that contain several products. This does not apply to product groups 7, 9–13. Only full pallets are delivered from Harjavalta and Raahel.

COMPLAINTS AND DAMAGES The buyer must inspect the goods delivered to the buyer immediately and report any faults and deficiencies without delay, and at the latest within eight (8) days of receiving them by indicating this in the waybill or using another method in writing. Errors that are noticeable only when using the product must be reported immediately before starting any casting, rendering, masonry or other use of the product. Fescon shall not be liable for any damage caused if the buyer has not made the said claims within the time limit and/or the buyer has taken the product into use contrary to the foregoing.

The buyer must approve the tinted colour model delivered to the work site for the coloured façade products before ordering the actual product. Otherwise, Fescon will not be liable for any errors related to or resulting from the colour.

INSTRUCTIONS Before using the product, consult the product packaging and product specifications for more detailed instructions for use. Detailed product information is available at www.fescon.fi

LIABILITIES OF THE SUPPLIER AND BUYER In addition to what is stated in the RYHT terms, Fescon Oy's liability for the product is limited to the information provided on the product datasheet, and matters excluded from liability comprise the structures, the events during storage and processing, interaction with other products and any conditions with local effect. The buyer must note that the information reported on the product datasheet has been measured under standardised laboratory conditions. The selection of the product and the choices related to the use of the product shall be made project-specifically, taking into account the entire structure. If the product is to be used as part of a Fescon solution or system, the project structure must be formed in accordance with the instructions of the relevant system.

LIMITATION OF LIABILITY Fescon shall not be liable for any consequential or indirect damages caused by a defect of the product or for any damages that are not foreseeable, unless Fescon has acted in a grossly negligent manner. In addition, Fescon's maximum liability to payment of compensation for any direct damages in all situations shall not exceed 500,000 euros, unless Fescon has acted in a grossly negligent manner.

WARRANTY PERIOD Fescon's liability shall be limited to the errors for which the buyer has filed a complaint in writing within two years the delivery of the product. Tools have a warranty period of 12 months, but this does not extend to normal wear and tear.

RETURNS We cannot accept returns.

CHANGES Fescon reserves the right to changes in the price list and the terms of delivery.

DISPUTES Any disputes arising out of the trade, which cannot be settled in mutual negotiations between Fescon and the buyer are to be resolved permanently by a sole-arbitrator arbitration tribunal in accordance with the arbitration rules of the Central Chamber of Commerce. The arbitration procedure is to be held in Finnish and in the jurisdiction of Helsinki. However, without prejudice to the foregoing, Fescon shall have the right to bring an action for claims before a court of general jurisdiction.