



FESCON OY GENERAL DELIVERY TERMS AND CONDITIONS 2021

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.
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.
PALLET SIZE	For dry products, the pallet size is 49 bags.
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	<p>Full pallets of products in stock can be picked up from the warehouse immediately; however, the order must be made three (3) hours before pickup.</p> <p>Pick up of products in stock in partially full pallets: Can be picked up from the factory 1 working day after ordering.</p> <p>Products made to order can be picked up from the factory:</p> <ul style="list-style-type: none">- grey and fireproof products and sand products 10 business days after the order- coloured products 10 business after the order- rendering materials and other accessories according to agreement <p>Delivery of work-site silos according to separate agreement and terms of delivery; the silo orders should be made and confirmed at the latest six weeks before delivery.</p>
PALLETS	Products in small bags are packed on disposable pallets, included in the price of the product. Disposable pallets cannot be returned. If the mode of delivery requires a pallet under the large bag, the pallets will be charged in accordance with valid pallet prices.
ADDITIONAL FEE FOR COLLECTION / INCOMPLETE PALLETS	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.
COMPLAINTS AND DAMAGES	<p>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.</p> <p>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.</p>
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



LIMITATION OF LIABILITY

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.

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.

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.