

These General Terms and Conditions of Sale apply to all sales and deliveries of goods and services, unless otherwise agreed in writing. Seller reserves the right to update these terms at any time. Updated terms apply to orders placed after the effective date of the change. Current terms and conditions are available at [www.chemec.fi](http://www.chemec.fi).

## **1. Offers and Orders**

All offers are non-binding unless otherwise stated. A binding agreement is formed when the seller confirms the order in writing or when the goods are delivered. The buyer shall provide accurate order information and comply with all usage instructions provided by the seller. The offer, along with any related images, drawings, calculations, and other documents, is confidential. The buyer has no right to disclose these materials to third parties or use them for purposes other than making a purchasing decision.

## **2. Payment Terms**

Payment terms are specified in the invoice, and failure to pay on time may result in late payment interest and additional charges. The seller retains the right to suspend deliveries in case of outstanding payments.

## **3. Delivery and Transfer of Risk**

If no delivery clause is agreed, the goods are to be collected by the buyer at the time indicated by the seller. Partial deliveries are allowed. If the delivery of the goods is delayed, the seller will notify the buyer of the delay and provide an estimated new delivery date.

## **4. Inspection and Complaints**

The buyer must inspect the goods immediately upon receipt and notify the seller in writing of any defects within a reasonable period. If no notification is made within the given timeframe, the goods are considered accepted.

## **5. Warranty and Liability**

The seller provides a warranty for manufacturing defects as specified in the warranty terms. The seller guarantees the quality of the goods only according to the specifications outlined in the agreement. The buyer must inspect the goods immediately upon delivery for any defects. Any defects must be reported within the time frame of max. 10 days after receiving the goods.

## **6. Returns and Cancellations**

Returns are only accepted with the seller's prior approval and may be subject to a restocking fee. Customized or specially ordered products are non-returnable. Cancellations must be agreed upon in writing and may result in cancellation fees. The seller may terminate the contract if the purchase price is not paid within the agreed time or if the buyer fails to fulfill the terms of the contract. If the buyer terminates the contract without valid reason, the buyer is required to compensate the seller for liquidated damages.

## **7. Compliance with Sanctions**

The buyer guarantees the seller that they are in accordance with all applicable sanctions' legislation and that neither they nor anybody in their control are subject to penalties.

## **8. Force Majeure**

The seller is not liable for delays or failures in performance caused by unforeseen circumstances beyond its control, such as machine breakdown, incidents affecting production, natural disasters, strikes, or governmental actions.

## **9. Governing Law and Dispute Resolution**

These terms are governed by the laws of the seller's country of registration. Any disputes arising from these terms shall be settled through negotiation. If no agreement is reached, disputes shall be resolved in the seller's designated court.

## **10. Other Provisions**

If any provision of these terms is deemed invalid, the remaining provisions shall remain in full force. Any amendments to these terms must be agreed upon in writing by both parties.