

CHAMPION DOOR GLOBAL GENERAL
TERMS AND CONDITIONS OF SALE 2026

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1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In these General Terms and Conditions of Sale ("Terms"), the following capitalized terms shall have the meanings set out below:

- Seller means Champion Door Oy and any of its affiliates, subsidiaries or entities acting on its behalf.
- Customer (may also be referred to as Buyer, in the Contract, in offer and in the warranty terms) means the legal entity placing an Order for Products and/or Services.
- End User means the ultimate owner, operator or beneficiary of the Products.
- Products means any doors, door systems, components, spare parts and related equipment supplied by the Seller.
- Services means engineering, supervision, installation, commissioning, maintenance, training, remote monitoring and any other services provided by the Seller.
- Order means any written purchase order, order confirmation, contract, framework agreement or other written agreement accepted by the Seller.
- Contract means the legally binding agreement formed between the Seller and the Customer consisting of the Order, the Seller's quotation and these Terms.
- Site means the physical location where the Products are delivered, installed or used.
- Incoterms means Incoterms 2020 as published by the International Chamber of Commerce.

1.2 Interpretation

Headings are for convenience only and shall not affect interpretation. Words in the singular include the plural and vice versa. References to including shall be construed as including without limitation.

1.3 Priority of Documents

In the event of any inconsistency or conflict between the documents forming part of the Contract, the following order of precedence shall apply:

1. The Contract and its expressly attached appendices

2. The Seller's offer or quotation
3. These Terms
4. Technical specifications expressly incorporated into the Contract
5. Shop drawings, design documents or other technical documentation prepared by the Seller and approved by the Customer

Any Customer terms and conditions are expressly excluded unless expressly accepted in writing by the Seller. If the same matter is addressed in multiple documents, the document higher in the above order shall prevail.

1.4 Entire Agreement

These Terms constitute an integral part of the Contract and represent the entire agreement between the parties, superseding all prior negotiations, correspondence or agreements, whether written or oral.

1.5 Contractual Exclusivity of Documents

Only the Contract and its expressly attached appendices shall be considered legally binding and form part of the agreement between the parties.

Any product brochures, catalogues, technical product sheets, datasheets, performance charts, marketing materials, websites, publicly available technical data, general product descriptions, presentations, emails, software documentation or any other documents or information not expressly attached to the Contract shall be deemed informational only and shall not be contractually binding.

The Customer acknowledges and agrees that it has not relied on, and shall have no right to rely on, any representations, statements, performance data, technical descriptions, characteristics or specifications other than those expressly incorporated into the Contract.

2 SCOPE OF APPLICATION

2.1 Application

These Terms apply to all sales and supplies of Products and Services by the Seller unless expressly agreed otherwise in writing.

2.2 Exclusion of Customer Terms

Any general terms, purchase conditions or other terms issued by the Customer shall not apply unless expressly accepted in writing by the Seller.

2.3 Applicable Incoterms

Unless otherwise expressly agreed in writing in the Contract, all deliveries shall be made FCA Seller's named place of dispatch in accordance with Incoterms 2020.

2.4 Territorial Scope

These Terms apply globally to all transactions conducted by the Seller.

3 FORMATION OF CONTRACT

3.1 Quotations

All quotations issued by the Seller are non-binding and valid only for the period stated therein. The Seller reserves the right to modify or withdraw quotations at any time prior to acceptance.

3.2 Order Acceptance

A binding Contract is formed only upon the Seller's written order confirmation. The Seller may reject any Order without liability.

3.3 Binding Effect

Upon acceptance, the Contract is binding on both parties. The Customer may not cancel or amend the Contract without the Seller's prior written consent.

3.4 Contract changes

Any changes to the scope of supply, specifications, quantities, delivery schedule, installation conditions or Site conditions shall require written agreement between the parties.

Where such changes affect engineering, manufacturing, logistics, installation or project execution, the Seller shall be entitled to adjustments to the Contract price, milestone payments and delivery schedules.

3.5 Cancellation

In the event of cancellation or suspension by the Customer, the Seller shall be entitled to full compensation as defined in Section 18.

3.6 Binding Effect of Order Confirmation

The Seller's written Order Confirmation constitutes the sole legally binding acceptance of the Customer's Order and shall form a binding Contract upon dispatch, regardless of whether the Customer expressly acknowledges receipt. The Customer shall be deemed to have received and accepted the Order Confirmation unless it objects in writing within two (2) business days of dispatch.

Electronic transmission, including email and electronic procurement platforms, shall constitute valid written form.

3.7 Letters of Intent and Preliminary Documents

Any letters of intent, memoranda of understanding, project reservations, framework discussions or similar preliminary documents are strictly non-binding and shall not create any purchase obligation, delivery obligation or pricing commitment unless expressly stated otherwise in writing.

The Seller shall not be obligated to reserve production capacity, commence engineering, procure materials or perform any Services based on any such document.

Any work performed based on a Letter of Intent or similar preliminary document shall be subject to a separate written agreement and shall be invoiced accordingly.

4 PRODUCTS AND SERVICES

4.1 Custom Engineered Products

The Products are primarily custom engineered, made to order industrial door systems designed and manufactured based on Customer specific requirements, site conditions and project data provided by the Customer.

The Seller shall design and manufacture the Products solely based on the technical information, measurements, loads, environmental conditions and specifications expressly approved by the Customer.

The Seller shall not be responsible for any errors, omissions or inaccuracies in such data.

4.2 Standard Products

Standard Products refer to products manufactured according to Champion Door's standard specifications, configurations and technical parameters without project-specific customization. Champion Door reserves the right to make minor technical, material or design changes to Standard Products without prior notice, provided such changes do not materially affect functionality, performance, safety or compliance. Unless otherwise expressly agreed in writing, Standard Products are supplied on a non-returnable and non-refundable basis once an order has been confirmed. Any modifications requested by the Customer that deviate from the standard configuration may be treated as Custom Products and may result in revised pricing, delivery schedules and contractual terms.

4.3 Installation, Supervision and Commissioning Services

Where expressly agreed, the Seller may provide installation, supervision, commissioning, training or other Services. Unless otherwise expressly agreed, all Services are provided on a project basis and do not constitute turnkey or general contractor services.

The Customer remains fully responsible for site readiness, structural supports, civil works, electrical installations, foundations, steel structures, pits, openings, power supply and compliance with local laws and regulations.

4.4 Technical Documentation

The Seller shall provide technical documentation required for installation and use of the Products as expressly agreed in the Contract.

Any additional documentation, calculations, certifications or authority approvals shall be subject to separate agreement and additional charges.

Approved shop drawings, submittals, cut sheets or other technical documents prepared by the Seller and approved by the Customer, architect, contractor or owner shall be deemed the correct interpretation of the scope of work to be performed, even if inconsistent with architectural plans, specifications or other project documents.

4.5 Group and Third-Party Products

The Seller is part of the BMP Group and may act as distributor, reseller or delivery partner for products manufactured by its principals, group companies or affiliated entities.

In such cases:

the Seller supplies such third-party or group products on a pass-through basis

the Seller does not provide any independent product warranty for such products

any warranty shall be limited strictly to the warranty provided by the original manufacturer

the Seller shall not be liable for design, manufacturing or product performance defects beyond the obligations

expressly assumed by the original manufacturer

The Customer acknowledges that any product not manufactured by the Seller is supplied subject to the original manufacturer's terms and warranties, which shall apply in addition to these Terms.

5 PROJECT COMMENCEMENT, PRICES AND PAYMENTS

5.1 Project Baseline Data and Delivery Preconditions

The Customer shall provide all project-specific baseline data required for engineering, manufacturing, installation and commissioning of the Products, including but not limited to:

- frame and opening dimensions
- available space and interfaces
- structural and wind load data
- electrical supply and control information
- hazardous area and ATEX classifications
- colours, prints, fabrics and special materials
- environmental and operating conditions
- and any other technical, regulatory or site-specific information required by the Seller.

The Seller shall have no obligation to reserve production capacity, commence engineering, procurement or manufacturing, or commit to any delivery schedule until such baseline data has been received in full and approved by the Seller. The Customer is solely responsible for the accuracy, completeness and suitability of all baseline data provided.

5.2 Information Delays

Any delay or incompleteness in baseline data shall automatically extend all delivery schedules and milestone timelines on a day for day basis.

5.3 Baseline Freeze

Once the Seller has issued technical drawings or specifications for Customer approval, the baseline shall be deemed frozen.

Baseline freeze occurs upon approval or deemed approval of the design documentation in accordance with Section 5.4.

5.4 Design Review and Approval

Upon submission of design documentation, drawings or technical specifications for review by the Customer, the Customer shall provide approval or comments within the agreed review period.

If no review period has been agreed in the Contract, the Customer shall provide approval or comments within two (2) weeks from receipt of such documentation.

If the Customer does not provide comments or approval within the applicable review period, the design documentation shall be deemed approved for the purposes of project execution.

Such deemed approval shall entitle the Seller to proceed with engineering, procurement and manufacturing activities in accordance with the submitted design documentation.

5.5 Variations After Baseline Freeze

Any changes to door dimensions, configuration, quantities, safety systems, wind loads, accessories or equipment level after baseline freeze shall constitute a Variation Order.

Such changes shall entitle the Seller to revised pricing, revised milestone payments and revised delivery schedules.

The Seller shall have no obligation to implement any such changes until the Variation Order has been agreed in writing.

5.6 Commencement Conditions

The Seller shall not be obligated to commence the Project until required securities have been agreed and issued and the first advance payment has been received in cleared funds on the Seller's bank account.

Negotiations concerning securities or LC wording shall suspend delivery schedules.

5.7 Advance Payment

Advance payments are due net seven days unless otherwise agreed.

Project commencement occurs only upon receipt of advance payment in cleared funds.

5.8 Bank Guarantees and Letters of Credit

Bank guarantees and LCs are not included in the Contract price unless expressly stated. They shall be issued using the Seller's standard wording and banking partners. All related costs shall be borne by the Customer. Any deviations are

subject to case specific pricing and schedule impact. Unless otherwise expressly agreed in writing, all costs related to bank guarantees, letters of credit or other financial securities required by the Customer shall be borne by the Customer.

If the validity period of any bank guarantee or financial security must be extended due to delays attributable to the Customer, including but not limited to delays in payments, approvals, provision of project data or site readiness, the Seller shall be entitled to invoice the additional guarantee costs resulting from such extension.

5.9 Suspension of Performance

The Seller shall be entitled to suspend performance of its obligations if any invoice issued under the Contract remains unpaid after the due date.

During such suspension the Seller shall not be liable for any delay or consequences arising from the suspension.

Delivery schedules and contractual timelines shall automatically be extended for the duration of such suspension.

5.10 Set-Off, Back-Charges and Deductions

The Customer shall not make any back-charges, set-offs or deductions from payments due to the Seller unless such amounts have been expressly agreed in writing by the Seller.

Any disputed amounts shall not entitle the Customer to withhold payment of the undisputed portion of the invoice.

5.11 Raw Material and Logistics Price Adjustment

If the cost of key raw materials, components or transportation required for the Products increases by more than seven percent (7%) between the date of Contract execution and the date of procurement by the Seller, the Seller shall be entitled to adjust the Contract price accordingly.

The Seller shall provide reasonable documentation of such cost increase upon request.

5.12 Overdue Invoices, Collection and Security Rights

Overdue invoices shall accrue interest at the rate of 1.5% per month or the maximum rate permitted by applicable law.

The Customer shall reimburse the Seller for all reasonable costs of collection, including legal fees, court costs and collection agency fees.

Where permitted by applicable law, the Seller shall be entitled to assert mechanic's liens, construction liens or similar statutory security rights against the project property or other applicable security for any unpaid amounts due under the Contract.

The Customer shall cooperate and provide any information reasonably required for the Seller to exercise such rights.

5.13 Taxes and tariffs

All taxes, duties, tariffs and governmental charges related to the Products or Services shall be borne by the Customer unless expressly included in the Contract price.

6 CUSTOMER OBLIGATIONS

6.1 Site and Regulatory Compliance

The Customer is solely responsible for ensuring that the Site complies with all applicable laws, permits, building codes and safety requirements.

6.2 Site Preconditions

All site-specific requirements, restrictions, permits, safety clearances, background checks, inductions, trainings, certifications, personal protective equipment requirements, working hour limitations, special access permits, security clearances, hot work permits, confined space permits, ATEX procedures, airport, military, refinery or similar high-security or high-risk site requirements shall be the sole responsibility of the Customer.

Such requirements and all related costs, delays and administrative burdens shall be borne by the Customer unless expressly specified in the Seller's quotation and Contract.

Any site-specific or national requirements not disclosed in the request for quotation and not expressly included in the Contract shall be charged based on actual costs and shall entitle the Seller to revised schedules and additional charges.

Failure of the Site to meet these preconditions shall entitle the Seller to standby, demobilization, remobilization and delay charges and revised delivery and installation schedules.

The Customer shall ensure that the Seller's personnel and subcontractors have safe and unrestricted access to the Site and all installation areas during the agreed working hours.

6.3 Customer Assistance

The Customer shall provide qualified personnel and auxiliary labour required for installation and commissioning.

6.4 Site Utilities, Lifting Equipment and Auxiliary Works

The Customer shall provide, at its own cost, all auxiliary works, utilities, lifting equipment and labour required for installation and commissioning, including but not limited to:

- Approved and inspected lifting platforms, personnel lifts and cranes suitable for the installation heights and loads, unless expressly agreed otherwise in the Contract.
- Permanent electrical power supply at the Site suitable for the Products and installation works, including three-phase power (typically 380–415 V, 50/60 Hz) and single-phase power (typically 220–240 V, 50/60 Hz), adequate lighting and protected power outlets.
- All temporary and permanent cabling, power connections, protective devices and final electrical connections to motors, control units and switches in accordance with the Seller's electrical diagrams.
- Qualified auxiliary labour for lifting, positioning, unloading and internal site logistics.
- All lifting devices, tools and auxiliary equipment must comply with applicable laws, regulations and safety standards and be duly inspected and certified.

If final electrical connections are not completed during installation and are performed subsequently by the Customer or third parties, the Customer shall be solely responsible for any damages, malfunctions or safety risks caused by incorrect connections and for any additional site visits and related costs required by the Seller.

6.5 Additional Works, Standby and Actual Time Charging

Any work, service, design, manufacturing, installation or Site activity not expressly included in the Seller's quotation, Order Confirmation or standard delivery scope shall constitute Additional Work. The Seller shall be entitled to invoice all Additional Work based on actual time and materials, including but not limited to:

- additional engineering and redesign
- rework caused by changed or incomplete baseline data
- waiting time, standby time and remobilization delays caused by Site conditions
- restricted working hours
- additional lifting, safety procedures or inductions and any other deviations from the agreed scope.

Installation and Site Services are quoted based on estimated working hours.

Where actual working time exceeds the estimate due to Site conditions, Customer actions, delays or other reasons beyond the Seller's control, the Seller shall be entitled to invoice actual working time and related costs.

6.6 Standby, Demobilization and Remobilization Charges

If installation, commissioning or Site Services are delayed, interrupted, restricted or temporarily suspended due to reasons attributable to the Customer, the Site, other contractors, the Customer's production, or any third party under the Customer's control, the Seller shall be entitled to invoice all resulting costs and time based on actual occurrence. Such chargeable costs include, without limitation:

- waiting and standby time
- additional working time
- demobilization and remobilization
- additional travel time
- accommodation and subsistence
- additional lifting equipment rental
- storage, handling and insurance costs
- idle equipment costs
- additional Site visits
- and any other verifiable costs caused by such delay, interruption or suspension.

All such costs shall be invoiced in accordance with the Seller's then-current rates and shall entitle the Seller to revised delivery and installation schedules.

7 MANUFACTURING AND COMMENCEMENT

7.1 Commencement of Manufacturing

Manufacturing commences only after baseline data is approved, securities are in place and advance payments have been received.

7.2 Subcontracting

The Seller may subcontract any part of the Contract.

7.3 Right to Modify Design

The Seller reserves the right to implement reasonable technical changes that do not materially affect functionality or safety.

8 DELIVERY, RISK, TITLE AND LOGISTICS

8.1 Delivery Terms

Unless otherwise expressly agreed in writing in the Contract, all deliveries shall be made FCA Seller's named place of dispatch in accordance with Incoterms 2020.

8.2 Transfer of Risk

Risk of loss of or damage to the Products shall transfer in accordance with the applicable Incoterms, regardless of whether the Seller provides installation, supervision or other Site Services.

8.3 Retention of Title

Title to the Products shall remain with the Seller until full payment of all amounts due under the Contract has been received.

8.4 Storage and Delay Charges

If delivery, unloading, installation or handover is delayed for reasons attributable to the Customer, the Seller shall be entitled to charge storage, handling, insurance, standby and delay costs based on actual costs.

8.5 Freight and Delivery Changes

Any change in delivery method, delivery address or agreed delivery schedule requested by the Customer after Order Confirmation shall constitute a Variation Order and shall be subject to revised pricing and revised schedules.

The Customer acknowledges that cancellation or modification of already booked transport may result in non-recoverable costs which shall be borne by the Customer.

8.6 Partial Deliveries and Split Shipments

The Seller shall be entitled to make partial deliveries.

Any split of deliveries requested by the Customer shall constitute a Variation Order and may result in additional costs and revised delivery schedules.

If Customer-requested split deliveries affect manufacturing, logistics, installation sequencing or Site readiness, the Seller reserves the right to revise delivery schedules and charge all resulting costs.

8.7 Uncollected Goods, Storage, Insurance and Disposal

If Products have been manufactured, invoiced and are ready for delivery but are not collected or cannot be delivered due to reasons attributable to the Customer, such Products shall be stored at the Customer's risk and expense. The Seller shall be entitled to charge storage, handling and insurance fees in accordance with its then current price list.

If Products are not collected within six months from readiness for delivery or if storage charges are not paid when due, the Seller shall have the right, without further notice, to sell, scrap or otherwise dispose of the Products without any compensation to the Customer.

8.8 Delays and No Penalties

The Seller shall not be liable for any liquidated damages, penalties or other delay-related sanctions arising from delivery delays unless expressly agreed in writing in the Contract.

8.9 Packaging

All packaging materials are non-returnable.

Disposal and recycling of packaging materials shall be the Customer's responsibility and cost.

The Customer shall be responsible for disposal of packaging and installation waste.

8.10 Risk Transfer During Storage and Installation

Installation, supervision or other Site Services do not constitute custody of the Products.

All Products stored at Site or elsewhere after transfer of risk shall be at the Customer's sole risk.

9 INSTALLATION, HANDOVER AND TRAINING

9.1 Scope of Installation

Installation Services are limited to mechanical installation and start-up of the Products unless otherwise expressly agreed in writing.

9.2 Site Conditions and Delays

The Customer shall ensure that the Site and all installation areas are ready for installation and that the Seller's personnel and subcontractors have safe and unrestricted access to the Site during the agreed working hours.

If installation is delayed, restricted or interrupted due to Site conditions, access limitations, other contractors or reasons attributable to the Customer, all resulting costs and delays shall be chargeable in accordance with Section 6.

9.3 Handover and Billing Trigger

The Seller's obligations shall be deemed fulfilled and handover shall be deemed completed upon issuance of the Seller's handover or completion certificate.

Such handover shall trigger final invoicing, regardless of the completion status of the overall construction project or facility commissioning. The commencement of warranty shall be determined separately in accordance with the applicable Warranty Terms.

9.4 Milestone documentation

Documentation issued by the Seller confirming completion of contractual milestones shall constitute sufficient evidence for invoicing purposes unless the Customer provides a substantiated written objection within five (5) business days after receipt of such documentation.

If no substantiated objection is received within this period, the milestone shall be deemed completed for invoicing purposes.

9.5 Operational Use

If the Customer takes the Products into operational use before formal acceptance, such use shall constitute acceptance of the Products.

Operational use includes any use of the Products for their intended operational purpose, regardless of whether minor outstanding works, documentation or cosmetic items remain incomplete.

9.6 Training

Where included, one standard training session shall be provided. Any additional training sessions shall be subject to separate charges.

10 INSPECTION, STORAGE AND CLAIMS

10.1 Inspection upon Delivery

The Customer shall inspect the Products immediately upon delivery.

10.2 Storage

The Customer shall ensure proper storage of the Products.

10.3 Claims

Any claims regarding visible defects, missing parts or delivery discrepancies must be submitted in writing within three working days of delivery.

10.4 Claims Procedure and Required Information

Any claim shall include at least the Product serial number, Customer name and address, description of the defect or issue and photographs where reasonably possible.

10.5 No Returns for Custom Products

All Products are custom made to order and are non-returnable.

11 WARRANTY

11.1 General Warranty Framework

The Seller warrants that the Products manufactured by the Seller shall, under normal and proper use, be free from material defects in workmanship and materials for the warranty period and on the terms set out in the Seller's applicable warranty terms in force at the time of delivery. This warranty is the sole and exclusive product warranty provided by the Seller.

11.2 Third Party and Group Products

For Products not manufactured by the Seller, including products supplied from BMP Group companies or other third parties, the Seller provides no independent product warranty.

Any warranty applicable to such Products shall be strictly limited to the warranty provided by the original manufacturer.

11.3 Warranty Conditions

The warranty applies only if the Products are installed, operated, serviced and maintained in accordance with the Seller's instructions and maintenance program.

Only spare parts and service expressly authorized by the Seller may be used.

The Seller shall not be liable for any work, repairs, modifications or maintenance performed by unauthorized third parties.

11.4 Exclusions

The warranty does not cover normal wear and tear, misuse, abnormal operating conditions, incorrect installation, unauthorized modifications, cyber incidents, force majeure events or failures caused by Customer-provided utilities, structures or IT environments.

11.5 Sole Remedy

The Seller's sole obligation under warranty shall be, at the Seller's option, repair or replacement of defective parts.

The Seller shall not be liable for removal, reinstallation, access equipment, downtime, lost production or any indirect costs.

12 INTELLECTUAL PROPERTY, DIGITAL SERVICES AND ARTIFICIAL INTELLIGENCE

12.1 Intellectual Property

All intellectual property rights, designs, drawings, software, control logic, digital interfaces and technical solutions relating to the Products and Services remain the exclusive property of the Seller and or its licensors.

The Customer receives a limited, non-exclusive, non-transferable right to use such intellectual property solely for operation of the Products at the Site.

12.2 Digital and Cloud Services

Digital, remote, monitoring and cloud-based services are provided as is.

The Seller may modify, update, suspend or discontinue such services.

The Customer is responsible for providing reliable internet connectivity, power supply and cyber-secure IT environment.

The Seller shall not be liable for any damages caused by cyber incidents, data breaches, malware or unauthorized access originating from the Customer's IT environment.

12.3 Data

The Seller may collect and use technical, operational and performance data generated by the Products for product development, diagnostics, service optimization and statistical purposes.

12.4 Artificial Intelligence

The Seller may use artificial intelligence, machine learning and automated systems in engineering, diagnostics, monitoring, service and customer support.

AI-generated outputs are advisory in nature and do not replace the Customer's responsibility for safe operation and decision-making.

13 SPARE PARTS AND SERVICE

13.1 Genuine Parts

Only genuine spare parts supplied or approved by the Seller may be used.

13.2 Authorized Service

Only service expressly authorized by the Seller may be used.

13.3 Spare Parts Availability

Spare parts shall be available for a reasonable period after delivery, subject to availability.

13.4 Separate Service Terms

Service business shall be governed by separate service terms.

13.5 Recycling and End-of-Life Responsibility

The Customer shall be solely responsible for dismantling, recycling and disposal of the Products.
The Seller shall have no take-back obligation.

14 LIABILITY AND LIMITATIONS

14.1 Limitation of Liability

The Seller is liable only for direct damages caused by gross negligence or wilful misconduct to the maximum extent permitted by applicable law.

14.2 Exclusion of Indirect Damages

The Seller shall not be liable for any indirect, consequential or special damages, including but not limited to loss of profit, loss of production, loss of business, loss of contracts or loss of data.

14.3 Liability Cap

The Seller's total liability under the Contract shall be limited to the total Contract price.

14.4 Limitation period

Any claim against the Seller must be brought within one (1) year from the date the cause of action arose.

15 INSURANCE

The Customer shall maintain, at its own expense, insurance covering the Products in accordance with the transfer of risk under the applicable Incoterms. Without limitation to the foregoing, the Customer shall be responsible for insuring all Products stored at the Site or elsewhere after transfer of risk, including any interim storage, storage during installation and the Products during installation.

Where the Seller has sold the Products under the Contract and, under the Contract, performs installation or expressly agreed supervision Services, the Seller shall maintain customary liability insurance covering damage caused by the Seller's personnel or subcontractors to the Customer's property to the extent such damage results from the Seller's fault.

For the avoidance of doubt, any Site visit, attendance, technical support, commissioning visit or other presence of the Seller's personnel at the Site shall not in itself constitute legal supervision, site responsibility or supervision Services unless expressly agreed in the Contract.

16 FORCE MAJEURE

The Seller shall not be liable for any delay or failure to perform due to events beyond its reasonable control, including but not limited to acts of God, war, terrorism, pandemics, strikes, labour disputes, government actions, supply chain disruptions, transportation failures, shortages of materials, power failures or cyber incidents.

17 SANCTIONS, EXPORT CONTROL AND COMPLIANCE

The Customer shall comply with all applicable export control, sanctions, anti-bribery and compliance laws and the BMP Group Code of Conduct.

The Seller shall not be obliged to perform any obligation under the Contract if such performance would violate applicable export control laws, trade sanctions or restrictive measures imposed by the European Union, Finland or any other applicable authority.

If performance becomes unlawful due to such sanctions or export restrictions, the Seller shall be entitled to suspend or terminate the affected obligations without liability.

18 TERMINATION AND CANCELLATION

If the Customer cancels the Contract, the Seller shall be entitled to full compensation for all work performed, costs incurred, materials procured and non-recoverable commitments, including loss of profit, regardless of the stage of completion.

19 ASSIGNMENT AND SUBCONTRACTING

The Customer may not assign or transfer the Contract without the Seller's prior written consent. The Seller may subcontract any part of the Contract.

20 GOVERNING LAW AND DISPUTE RESOLUTION

The Contract shall be governed by the law of the Seller entity issuing the invoice or performing the delivery. All disputes shall be finally settled by arbitration in the Seller's domicile in accordance with the rules of the local chamber of commerce. The Seller may initiate collection proceedings before the competent courts of its domicile for undisputed receivables.

21 MISCELLANEOUS

Any amendments to the Contract must be made in writing. Failure to enforce any provision shall not constitute a waiver. If any provision is held invalid, illegal or unenforceable, the remaining provisions shall remain in full force and effect. All notices shall be in writing.

22 PERFORMANCE GUARANTEES AND LIQUIDATED DAMAGES

Unless expressly agreed in writing in the Contract, no performance guarantees, liquidated damages, penalties or other delay-related sanctions shall apply.