20.4.2026

Mediq Suomi Oy General Terms of Delivery

1. Scope of application

1.1. These General Terms of Delivery apply to tenders made by Mediq Suomi Oy to its corporate customers as well as agreements in the trade of healthcare and laboratory equipment and devices and related services. These Terms of Delivery apply unless otherwise agreed in writing in exceptional cases. For clarity, it shall be stated that the orderer's general terms of procurement or other similar terms shall not apply to the agreement concerning the procurement.

1.2. In these Terms of Delivery, "orderer" refers to the party carrying out the procurement, "supplier" to Mediq Suomi Oy and "product" to the object of the procurement.

2. Validity of the Terms of Delivery and the tender

2.1. These Terms of Delivery are valid until further notice, and they replace the Terms of Delivery dated 2 October 2023. The supplier has the right to amend the terms except those of a valid procurement agreement and terminate an agreement between the parties in writing with a period of notice of one (1) month without the responsibility related to termination. The currently valid terms are available on the supplier's website at www.mediq.fi.

2.2. The tender is valid for one (1) month after the tender has been made unless otherwise notified by the supplier on the tender.

3. Procurement agreement

3.1. An agreement between the orderer and supplier is valid from the time when

a) the parties have signed the agreement in writing; or
b) the orderer has informed the supplier that it approves the written order or it places an order for products and/or services; or
c) the supplier has approved the orderer's order

3.2. Amendments to the written agreement referred to in Section 3.1 a) must be made in writing.

3.3. If these Terms of Delivery and other procurement documents conflict with each other, these Terms of Delivery take precedence. However, the agreement referred to in Section 3.1 takes precedence.

4. Prices

4.1. The order and list prices are ex-warehouse, meaning that the orderer shall pay for any delivery fees and small-order fees unless otherwise specifically agreed. Order prices for devices installed in the orderer's building or electrical network are delivered at the place indicated by the orderer in working order. Installation does not include any work or costs related to the orderer's decor or structures, such as electric cables or water pipes.

4.2. Delivery fees and small-order fees
   a) Delivery fee €24,90 (VAT 0 %), potential dry-ice delivery fee €32.00 (VAT 0 %)
   b) Small-order fee €30.00 (VAT 0 %) for deliveries valued under €100.00 (VAT 0 %)

4.3. Prices are quoted in euros without value added tax. Prices with value added tax are quoted in accordance with the valid tax rate. Value added tax will be added to prices and delivery fees.

4.4. For imported goods, prices are based on the selling rate of the currency in question valid on the day of the tender and agreement unless otherwise indicated in the tender.

4.5. The supplier has the right to review the price by informing the orderer in writing if i) the acquisition currency of the product changed by more than 5% compared to the European Central Bank's average exchange rate on the day of submitting the tender; or ii) amendments are made to fees assigned by authorities; or iii) the acquisition and production costs (e.g. price of energy, transport, labour force, raw materials, components or chemicals) of the products and/or service rise significantly in comparison to the acquisition and production costs at the time the supplier concluded the agreement or made the tender.

5. Payments

5.1. Payments are made against an invoice.

5.2. Payment term is 14 days net from the date on the invoice. If the payment is delayed, the orderer is liable to pay penalty interest set by the Bank of Finland in accordance with the Finnish Interest Rates Act. However, in installed device deliveries, the payment term begins on the day the device was received at the earliest.

6. The product's condition upon delivery

6.1. The supplier guarantees that the supplied products are of the quality indicated in the tender and agreement documents.

6.2. The orderer must notify a fault or defect in the product within eight (8) days of product delivery. Failing to do so will result in the orderer forfeiting their right to appeal to the fault or defect. If the products have a defect endangering patient safety, the orderer must refrain from using the product and notify the supplier and supervisory authority of the defect and dangerous situation as soon as it is detected.

6.3. The supplier may at its discretion either repair the faulty product or replace it with a new product. The supplier is not responsible for any other direct or indirect damage related to the fault or defect. The potential return of a faulty or incorrectly delivered product must always be agreed upon with the supplier. Only a return agreed upon in advance is at the supplier's risk and cost upon condition that the product is packaged correctly. Instructions for product returns are available on the supplier's website at www.mediq.fi.

6.4. Products delivered as agreed can be returned and will be refunded only upon condition that the supplier has approved the return and conditions of return explicitly and in advance. In this case, the return is carried out at the returner's risk and cost.

6.5. Refunded amount

a) If the product is returned because the orderer made a mistake when placing the order, the supplier shall refund 70% of the purchase price of the product. The delivery fee shall not be refunded.

b) If the refund is due to the supplier's mistake, the supplier shall refund the entire purchase price.

c) Factory-order products, products tailored for the orderer, cold order products or spare parts shall not be refunded.

7. Inspection on delivery

7.1. The orderer of the device is obligated to carry out an inspection on delivery. The inspection on delivery shall be carried out at the orderer's facilities in one place as soon as possible and within eight (8) days from the arrival of the product or transfer in working order. The orderer must arrange the inspection on delivery in advance with the supplier. The orderer has accepted the device as it takes it in routine use.

7.2. If, during the inspection on delivery, it is noted that the device is not in working order as agreed upon in the agreement, the supplier shall remove the defects and faults detected during the inspection at its own cost.

7.3. Each party is responsible for the expenses of their representative as they carry out the inspection.

7.4. If the device does not fulfil all of the contractual requirements during the inspection, the supplier is responsible for all costs that the inspection, processing and potential redelivery causes to the orderer.

8. Delivery time and delays

8.1. The delivery time is considered to begin on the creation date of the procurement agreement or from each order unless otherwise agreed.

8.2. The supplier and orderer must notify each other in writing if either the delivery or receival of the product is significantly delayed, in which case the parties shall agree on a new delivery time.

9. Force majeure

9.1. Neither party shall be responsible for potential damage or costs created by force majeure. A force majeure is considered to be an unusual event that prevents the agreement from being fulfilled and that happens after the creation of the agreement. It is an event that the parties had no reason to take into consideration at the time of signing the agreement and that is independent of the parties, and its deterrent effect cannot be removed without unreasonable added costs or unreasonable waste of time. Force majeure events include, but are not limited to, labour disputes, fire, war, rebellion, forfeiture, foreign exchange restrictions, legislation and official regulations, denial of export licences, lack of means of transport, general lack of products, restrictions of power as well as defects or delivery delays in a subcontractor's delivery or the termination of production by the original manufacturer when it is a case of an event fulfilling the prerequisites mentioned above in this section.

9.2. The orderer and supplier must notify each other within fourteen (14) days of the appearance and termination of a force majeure event after which the parties shall agree on the impact of the delay on the delivery by the latest.

10. Transfer of the right of ownership and risk

10.1 The right of ownership is transferred to the orderer when the product has been delivered in accordance with the terms of agreement. If the orderer neglects to receive a product that is ready for delivery on the delivery date and no other arrangements have been made, they shall be obligated to pay each fee dependent on the delivery. If the supplier takes care of storing such a product, it shall happen at the orderer's risk and cost.

10.2 The risk is transferred to the orderer when the product is delivered in accordance with the agreed term of delivery.

11 Warranty

11.1 The warranty terms apply to medical and laboratory devices. Medical and laboratory devices refer to devices and related data media, other equipment, software and related written material. The devices have been defined in the documents handed over in connection with the sale, such as the tender, agreement or its appendices. A separate agreement is always made for devices not delivered in the standard composition. Brochures, notices, verbal presentations etc. are not device specifications.

11.2 The orderer is not entitled to add products of another manufacturer to the device or use equipment or data media manufactured by other parties in the devices. Deviations from this practice require a written agreement between the supplier and orderer for the warranty to remain fully valid.

11.3 Installation during delivery, dismantling, maintenance, upkeep and training are subject to a fee in accordance with the supplier's price list.

11.4 The warranty period begins on the day the device was delivered to the orderer. In installation deliveries, the delivery day is the day when the delivery was handed over to the orderer in working order.

11.5 The warranty period of medical and laboratory devices is twelve (12) months unless otherwise specified. The warranty period of certain equipment that are part of a device delivery may deviate from the above. The warranty period of software is three months unless otherwise indicated by the supplier's warranty certificate. The warranty period of an orderer-specific system is always three months.

11.6 In case of a defect during use, the orderer must make a fault notice as soon as possible and within two weeks of when the defect was first detected by the latest.

11.7 On the basis of the warranty, the supplier shall repair for free defects caused by design, manufacturing and material mistakes that come up in the regular use of the device/equipment in accordance with the manual and that are notified to the supplier during the warranty period as soon as possible after the defect is detected.

11.8 The orderer must send the defective device at their own cost and risk to the maintenance service indicated by the supplier and back. If the device cannot be sent to the supplier for repair, the repair shall occur at the orderer's facilities so that half of the travel costs related to the repair are charged from the orderer. When the repairs are carried out at the orderer's facilities, the orderer must grant the repairer access to the facilities during regular working hours. Costs for the inspection and repair of defects notified to the supplier not in the scope of the warranty are invoiced separately unless a repair or maintenance agreement including these services has been made for the devices in the scope of the warranty.

11.9 Within the scope of the warranty, the supplier shall at its discretion either repair or replace the defective parts. Any replaced parts are transferred to the supplier's ownership.

11.10 The supplier's liability applies only to defects created under the operating conditions specified in the agreement and when using the device/equipment correctly. It does not apply to defects caused by erroneous or defective basic information given by the orderer, a faulty or defective storing, installation, maintenance, repair or change carried out by a party other than the supplier, installation, maintenance, repair or change carried out against the instructions by a party other than the supplier, erroneous or unsuitable data media, installing to the system products approved by a party other than the supplier, incorrect voltage, an accident or regular wear and tear. The necessary measures to remove the device's electrical, gas or water connections or static electricity must be carried out in accordance with the manufacturer's instructions. Likewise, degasification and refuse disposal must be carried out in accordance with the manufacturer's instructions.

If the device is used or it has been connected against the manufacturer's instructions, the device is no longer covered by warranty. A medical device's consumable stores are not covered by warranty. The supplier's warranty also does not cover transport damage and defects insignificant to the device's operating condition.

11.11 A warranty repair does not extend the warranty period. The supplier is not responsible for indirect damage caused by the devices or equipment or benefits of which the orderer has been deprived.

11.12 A software error is repaired either by supplying a fixed software or by issuing repair or alternative use instructions to the orderer. A warranty repair can also be carried out at the orderer's facilities if deemed appropriate. Costs for the inspection and repair of errors notified to the supplier not in the scope of the warranty are invoiced separately unless a maintenance agreement including these services has been made for the software in the scope of the warranty.

11.13 The supplier's warranty does not cover errors insignificant to the software's operation.

11.14 The warranty entails that the necessary regular and upkeep maintenance has been carried out for the devices during the warranty period. The above-mentioned maintenance services are not covered by warranty.

12 Replacing and modifying products and user training

12.1 The supplier has the right to replace contractual products with corresponding products when their purpose is to replace an agreed product. The replacement products must fulfil the requirements stipulated in the agreement, and their capacity must be equal or larger than that of the original products. The supplier is not obligated to inform the orderer of changes to its product selection actively.

12.2 The supplier has the right to make improvements or other changes that do not significantly impact the operation of the products before the delivery without informing the orderer in advance. However, the supplier must make any statutory notifications regarding user safety.

12.3 User training of the product or device potentially organised by the supplier is always agreed upon separately.

13 Liability

13.1 The supplier is liable for any personal injury and/or material damage caused by the supplied product in accordance with the Finnish Product Liability Act.

13.2 Neither party is liable for any indirect or consequential damage. The supplier's liability is restricted to no more than the part of the order or agreement that is breached.

13.3 The liability in this section does not apply if the other party has caused the damage intentionally or through gross negligence or breached confidentiality or immaterial rights.

14 Terminating the agreement

14.1 Both parties are entitled to terminate the agreement in writing if the fulfilment of the agreement is delayed significantly or for more than twelve (12) months due to a confirmed force majeure.

14.2 Either party has the right to terminate the agreement in writing if

a) the other party commits a significant breach of contract and the defect is not fixed as the result of a written notice from the other party within 14 days of the notice;

b) the other party becomes insolvent, is declared bankrupt or is otherwise in such as financial state that it cannot be expected to fulfil its contractual obligations.

14.3 If a party terminates the agreement, the supplier is entitled to receive full payment for the products delivered and services rendered in accordance with the agreement by the time the agreement is terminated.

15 Immaterial rights

15.1 Unless otherwise agreed in writing, immaterial rights to the end results or documentation of the products and/or services are not transferred to the orderer. The orderer is not entitled to copy the products or service.

15.2 The orderer does not have the right to amend the purpose of use of the products or use the products or related trademarks and other immaterial rights against the supplier's instructions.

15.3 The copyright and right of ownership to the operating systems, software, documents and

their copies supplied to the devices in the scope of the agreement belong to the supplier or the supplier's principal. The orderer will only have the right to use them against agreed payment for its internal purposes in the contractual devices in Finland within the limits of the licencing clauses. The orderer will not receive exclusive rights to their use. The orderer does not have the right to amend, translate to the original language or disclose or in any other way transfer them to be used by a third party without the supplier's agreement in writing.

15.4. The orderer is not allowed to duplicate even a part of a software or document. They shall not be disclosed to or their copying shall not be allowed for private use. However, the orderer has the right to make one backup copy of the software, which we recommend doing. The backup copy may only be used if the original software is damaged or destroyed. The supplier has the right to verify the use of the software carried out at the orderer's facilities. The orderer is responsible for virus protection.

16. Responsibility and export control

16.1 The parties commit to apply the *Terveysteknologian sekä sosiaali- ja terveydenhuollon yhteistyön eettinen ohje* (MedTech Ethical Code) guidelines as well as to promote social, economic and ecological responsibility.

16.2 Each party commits to obey the legislation and stipulations applied to the operations referred to in the agreement regarding export control and sanctions, including embargoes and economic restrictions set by the EU, the United States of America and other government authorities.

17 Confidentiality and processing of personal data

17.1 Each party shall ensure that, when using the products and/or services, stipulations and government authorities' instructions regarding confidentiality and data protection, including the EU General Data Protection Regulation (GDPR), are applied. Information regarding a private person's state of health that a party becomes aware of shall not be disclosed without consent.

17.2 Each party commits to keep confidential the confidential data it has received from the other party and not to use them for other purposes than the ones mentioned here.

17.3 The obligations mentioned in this section shall continue after the term of agreement has ended.

18 Disputes

18.1 In the interpretation of this agreement and settling of disputes, valid Finnish legislation shall apply.

18.2 Any dispute, controversy or claim arising out of or relating to this contract, or the breach, termination or validity thereof that cannot be resolved by the parties, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one, and the seat of arbitration shall be Helsinki, Finland.

19 General stipulations

19.1 The supplier has the right to use subcontractors in fulfilling its contractual duties. The supplier is responsible for the subcontractors' work as for its own.

19.2 After the creation of a written agreement, the agreement and its appendices make up the only reciprocal and recognised document.

19.3 All notices regarding the fulfilment of the written agreement shall be made in writing or through electronic communication methods.

The agreement number or other ID and the names of the parties shall be mentioned in all correspondence and invoices. Invoices shall also include a product specification and delivery address. Complaints shall include identification information of the product, including its serial number.