



08.11.2019

Twig Com Ltd. General Terms of Trade

If not expressly agreed otherwise in Distributor Agreement or other prior written agreements, the following terms of purchase and delivery are applied to orders and deliveries of all products and services.

1. Prices

All prices are quoted in Euros (EUR) in Price Lists issued from time to time.

All prices are subject to change without prior notice. When prices are changed in a new Price List the new prices apply from next order onwards.

Unless otherwise expressly agreed in writing, all quotes and offers are valid for 30 days from date of issue.

For inquiries and quotations on special projects or products, please contact your Twig Com Key Account Manager or Twig Com Sales Office (sales@twigcom.com, +358 40 510 5058).

2. Terms of delivery

Price List prices are quoted excluding VAT, EX Works Salo, Finland, Incoterms 2000.

Twig Com recommended delivery term is CIP named destination, Incoterms 2000. Twig Com will invoice actual cost of shipment. Please contact Twig Com Sales Office (sales@twigcom.com, +358 40 510 5058) for inquiries and shipping quotes.

3. Minimum order

There is no minimum order quantity. However to deliveries of less than 5 000 EUR Twig Com can add 20 EUR handling fee.

4. Payment terms

Terms of payment can be:

- * Advance payment or
- * Confirmed Irrevocable Letter of Credit at 30 days sight, all costs related to L/C will be borne by the buyer or
- * 30 days net covered by a bank guarantee or
- * Other terms of payment agreed in the Distributor agreement.

All banking fees related to the transfer of the payment will be borne by the buyer.

Interest on overdue payments is 11,5 %.

5. Order confirmation and delivery time

Upon receiving and approving a Purchase Order, Twig Com Sales Office will send an Order Confirmation with delivery schedule. Twig Com may divide an order into several shipments.

6. Limitation of liability

Products and accessories are sold "as is" and the user will assume full responsibility for determining the suitability of the Product for any particular purpose and for desired results. In no event shall Twig Com be liable for any special, incidental or consequential damages, or commercial losses from any cause including but not limited to, loss of profit or revenues, whether or not Twig Com has received notice of a possibility or certainty of such damage or losses, caused by use of or operation with the Products. In no event shall Twig Com's liability exceed the sales price of the products and services sold.

7. Ownership

Twig Com retains full ownership to products until the sale and purchase price has been paid in full.

8. Purchase orders

Please send your purchase orders to email address: sales@twigcom.com or fax them to number +358 42 510 5058

Trade reg no 2380206-5

VAT reg no FI23802065

IBAN: FI48 5410 0220 2824 72

SWIFT: OKOYFIHH

9. Obligations of Distributors of TWIG ATEX (Ex) products

Distributor of TWIG ATEX (Ex) products shall comply with requirements of European Union ATEX Directive (94/9/EC, succeeded from 20th April 2016 by 2014/34/EU). Specifically:

Marketing claims: Distributor shall provide only correct information about TWIG ATEX Products to prospective customers, and specifically correctly represent the ATEX Marking (e.g. II 2 G Ex ib IIC T4).

Device Master Record: Distributor shall keep an accurate record of the End Customer of each TWIG ATEX Product, as identified by its serial number ("Device Master Record") for 10 years. Device Master Record shall include contact information of the End Customer, for purposes of Product Recalls.

Product Recalls: Twig Com may from time to time perform product recalls or similar corrective actions in order to ensure safety of TWIG ATEX Products ("Product Recall"). In case of Product Recall the Distributor shall manage the Product Recall for all affected serial numbers sold by Distributor, in cooperation with and as instructed by Twig Com.

Repair and service of ATEX Products: Distributor undertakes to make no repair or service on TWIG ATEX Products, other than specifically authorized by Twig Com, and to deliver TWIG ATEX Products to Twig Com for any repair and service work.

Safety Manual translation and delivery: Distributor commits to (i) when necessary translate Safety Manual of each TWIG ATEX Product to each End User language, and to (ii) pack a paper copy of Safety Manual in End User language inside each TWIG ATEX Product sales box upon delivery to End Customer.

User Manual translation and delivery. Distributor commits to (i) when necessary translate User Manual of each TWIG ATEX Product to each End User language, and to (ii) deliver a copy of User Manual in End User Language with each TWIG ATEX Product.

10. Terms of Service

The Client acknowledges that any use, sale, marketing, distribution or license grant by the Client shall be subject to the Terms. Furthermore, the Client shall ensure that in connection with any marketing or sale of Products and/or Services the Client shall inform all End Users or its own customers of the Terms and ensure that all Clients customers shall be bound to the Terms and obtain all necessary permissions from all End Users prior to the commencement of the use of Products and/or Services.

The Client shall be fully liable for any damages caused to Twig Com Oy in the event this obligation is neglected.

The Client acknowledges that TWIGCOM provides a service level set out in Schedule X (SLA). The Client shall ensure that in connection with any marketing or sale of Products and/or Services the Client shall inform all End Users or its own customers of the SLA prior to the commencement of the use of Products and/or Services.

The Client acknowledges that TWIGCOM shall have no obligation to provide service level other than set out in Schedule X (SLA).

11. Obligations of Importers of TWIG products under the WEEE Directive

Importer shall comply with requirements of the European Union Waste Electrical and Electronic Equipment Directive 2012/19/EU ("WEEE Directive") and any applicable national legislation pursuant to WEEE directive, or outside EU any applicable national legislation pertaining electronic waste and recycling.

12. Governing law and disputes

The sale and purchase of Twig Com products and services shall be governed by Finnish law. Any dispute, controversy or claim arising out of or relating to the sale and purchase of Twig Com products and services, which is not settled by the parties, shall be finally settled by arbitration in accordance with the Rules of the Finnish Central Chamber of Commerce using one (1) arbitrator. The language of the proceedings shall be English.

13. General

All changes to these terms of trade must be agreed in writing.