

GENERAL TERMS OF SALE IN INTERNET STORES 2011

1. Definitions, applicability of the terms and the object of purchase

“**Customer**” refers to private persons as well as companies and other organizations ordering products through the Seller’s Internet store (“Customer”).

“**Seller**” refers to the dealer who, unless otherwise noted, also maintains the Internet store.

“**Website**” refers to the Seller’s web site, through which the Seller maintains the Internet store.

These terms of sale for Internet stores are recommended by the Finnish Marine Industries Federation. These terms are applicable in Internet sales of boat- and motor supplies, spare parts for boats and motors, boat accessories and clothes between the Seller and the Customer, when the Seller in question has announced that it applies said terms.

Provisions concerning the Customer’s right to return, apart from returns based on a warranty or a defect, do not apply to corporate customers.

2. Purchase order

Upon every purchase order the Customer is bound, in addition to these terms, by the Seller’s valid terms of agreement, terms of use and terms of sale that apply to the Internet store. The Customer should therefore carefully acquaint himself also with the other terms available on the Seller’s Website. If these terms and the Seller’s other terms are in conflict, the other terms of the Seller shall primarily apply.

When placing an order the Customer shall always state its name, mailing address, e-mail address and phone number. Corporate customers shall also state their corporate name and business ID. Customers under 18 years of age shall state the name and e-mail address of the consenting guardian in the field of the purchase order marked “additional information”.

After the Customer has placed a purchase order they shall be sent a confirmation. A binding purchase agreement becomes effective when the Seller has confirmed the order in writing.

3. Prices

The prices include value added tax but they do not include transportation costs. Transportation costs shall be added to the prices stated in the price list.

Before completing the order the Customer chooses a method of delivery based on the options listed in the order form. When a method of delivery has been chosen the system calculates the transportation costs. The Customer agrees to these costs by

completing the order. All prices are listed in euro. The valid price list for the Finnish post office, Posti, can be found at www.posti.fi/hinnat/. The price list for Matkahuolto is available at www.matkahuolto.fi. The Customer sees the all-in price, including the product and delivery, before completion of the order.

Price is determined according to the price list valid at the time of placing the order. However if changes are made to the order, the price shall be determined according to the valid price list at the time the changes were made.

Product information for all products is listed on the Seller's Website. When product information has been incorrect the Customer may return a product free of charge. The product must be returned within a reasonable period after the Customer has discovered or ought to have discovered that the information is incorrect.

In cases where the price has clearly been incorrect the Seller may claim to having erred. This may occur for example when the error has been so apparent that the Customer should have understood this.

4. Payment

Information on the available forms and terms of payment can be found on the Seller's Internet store and in the order form.

When delivery is made COD the product shall be claimed by the fixed date stated in the post office's notification. Otherwise the order shall be deemed cancelled.

5. Delivery

Delivery shall be made via post, the Matkahuolto parcel service or via collection by the Customer, as has been expressly agreed upon.

The Seller delivers its in stock products with an approximate processing time of 1 to 3 days. This is followed by a normal delivery time. The Seller aims to notify the Customer if the processing time for a product is more than 7 days. The listed delivery times are suggestive. Seller may not be able to deliver all products in the estimated time period as the delivery time depends on availability of the products. Seller withholds the right to limit the sale of products in exceptionally large batches.

6. Right of return

The Customer has the right to withdraw the order at any stage, including after the order has been processed. If the Customer does not wish to claim the delivery from the post office, it is recommended that they notify the seller or the local post office. In these cases the Seller shall have a right to charge delivery costs.

The products may be returned, in accordance with Chapter 6 of the Consumer Protection Act, within a 14 day period after the Customer has gained possession of the delivery (including weekends and state holidays, not including the date of collection).

Right of return is only applicable to unused and saleable products. Within this cooling time the Customer has a right to familiarize himself with the product and test it in a way he/she could when buying from a physical store. Without losing the right of return the Customer may also open the packaging in order to examine and test the product. They may not commence use of the product. If the product is in a sealed or equivalently closed package, the packaging must remain unopened and the seal must be intact.

Right of return does not apply to hygiene products or products delivered upon special order.

When a Customer returns a product in accordance with sections 7, 8 and 9 of this agreement, domestic returns by post are free of charge. Seller does not compensate for other methods of return delivery without an express agreement. The costs of non-domestic returns vest in the Customer unless otherwise agreed.

The day when the Customer has gained possession of the delivery or alternately the date on the receipt is deemed the time of purchase. The Customer has an obligation to prove the date of collecting the package from the post office with for example a receipt.

The Customer shall always return products:

- a) in the original packaging (well packaged) without unnecessary markings,
- b) with a copy of the order confirmation,
- c) with the warranty and return form filled out (available on the Seller's Website),
- d) no later than within 14 days of gaining possession of the delivery,
- e) with the Customer's bank account information attached

The Seller shall refund the Customer within thirty 30 days after it has received the returned product.

7. Warranty

Some of the products have a product-specific warranty. If the Seller has offered a warranty, the warranty period starts from the date of the order confirmation and lasts through the communicated warranty period. If the Seller replaces the product or makes repairs based on warranty, this does not lengthen the original warranty period.

For the warranty to be valid the product or its part shall be used according to the manufacturer's recommendations and instructions. Liability for the defect shall, however, not arise if the Seller makes it likely that the deterioration was due to an accident, the inappropriate handling of the item or another circumstance attributable to the Customer. If it is later perceived, by for example the manufacturer or by a repair shop, that the product broke due to the Customer's negligence, the Seller has a right to charge the customer for the repair costs.

In accordance with the Consumer Protection Act, the Customer must report the defect to the warrantor within a reasonable period after they have discovered or ought to have discovered the defect.

Products shall always be delivered to after-sales service:

- a) in the original packaging (well packaged),
- b) with a copy of the order confirmation,
- c) with the warranty and return form filled out (available on the Seller's web site),
- d) only defected products, not other products or other non-defected parts of the product, shall be sent to after-sales service

The Seller may send back products that have not been sent to after-sales service in a satisfactory way (see instructions above). This shall be done at the expense of the Customer.

Seller shall perform the after-sales service within a reasonable period as defined by the Consumer Protection Act.

In case defects arise during the warranty period, the Customer must turn directly to the Seller unless the Seller has expressly stated otherwise. If the warrantor is not the seller, but part of an earlier marketing level, the Seller is not liable for the defect if Seller has so expressly announced.

8. The customer's rights in case of defect

Possible warranty or other commitment from the Seller does not limit the Customer's legal right to claims based on a defect in the object of purchase.

If the delivered goods are discovered defective the Seller has a first line right to rectify, if this may occur within a reasonable period so that the Customer is not essentially inconvenienced and the repairs incur no costs to the Customer. If this is not possible, the Customer shall have the right to demand a proportionate price reduction or a non-defective product. If the defect in a consumer purchase is not of minor significance, the Customer may cancel the contract and demand compensation for indirect losses.

If the defect is discovered within six (6) months from transfer of possession the defect is deemed to have existed at the time of transfer. The assumption is inapplicable if the Seller shows that the defect has occurred after this time or if the assumption is incompatible with the nature of the defect or of the goods.

The Customer shall notify the Seller of the defect within a reasonable time after they have discovered or ought to have discovered the defect. In consumer sales the notice of defect may always be given within two (2) months after the Customer has discovered the defect. The Customer shall act in a manner that does not unnecessarily increase the damages. The defective product shall be delivered for repairs or rectification well packaged with a copy of the order confirmation attached.

In cases not stated in the Consumer Protection Act, the Seller is not liable for indirect losses caused by a defect in the product or a delay in delivery.

9. Limitation of liability in specific circumstances

The Seller's liability for non-availability of the products is always limited to cancellation of the sale or a refund of a payment possibly made in advance.

The Seller is not liable for information listed on the manufacturers' web sites. The Seller's liability is always limited to direct losses unless the seller is proven negligent.

10. Customer register

The Seller keeps a register of its Customers. The customer register is confidential and the Seller shall not hand over customer information to other parties excepting those mentioned in the register description.

11. Changes to the terms concerning Internet stores

These terms may be changed with a unilateral decision without prior notice. The terms are valid between the Customer and the Seller as they were at the time of the purchase order. New orders shall be governed by the Seller's terms of sale that are valid at the given time and that can be found on the Seller's Website.

If the Customer has questions concerning an order or the interpretation or applicability of these terms it is advisable to contact the Seller's customer service (information on the Seller's Website).

12. Disputes and applicable law

These terms of sale are governed by Finnish law. If disputes cannot be resolved in negotiations between the parties, the Customer, provided that the Customer is a consumer, may take the matter to the Consumer Disputes Board. If disputes are taken to a court the case must be filed in the general court of first instance of the Customer's domicile. Other than in cases of consumer sales the Seller may also bring an action in the District Court of Helsinki.