

**1. Scope**

These Mäkelä Alu Oy's terms and conditions of delivery pertain to aluminum profiles and products manufactured according to orders.

**2. Terms of payment**

According to agreement.

**3. Terms of delivery**

FCA Luoma-aho (Incoterms 2010) or according to agreement.

**4. Delivery batch**

The size of the delivery batch shall be agreed on with the customer. We charge an extra small batch fee for small batches. The volume of a delivery batch may differ from the ordered volume by +/- 10% and in batches under 500 kg +/- 50 kg. We charge an extra fee if the customer requests a specific number of pieces or a certain minimum number.

**5. Package**

A standard package in accordance with the agreed surface quality class is included in the price. Special packages must be agreed on separately at the ordering stage.

**6. Drawings**

Drawings may not be used, replicated or copied. Drawings or information contained in them may not be given to a third party. We shall not be responsible for possible intellectual property right breaches of profiles or products manufactured according to the customer's instructions, model etc.

**7. Tolerances**

Tolerances pertaining to the delivery length and cross-section measurements of profiles are in accordance with the standard SFS-EN 755-9 unless otherwise agreed.

**8. Quality certificates**

It is possible to receive e.g. a delivery batch specific 3.1 certificate in accordance with EN 10204. Delivery of a quality certificate must be agreed on in connection with placing the order.

**9. Remarks**

Remarks about transport damage must be entered in the freight bill and a written notification must be sent to us without delay. In the case of faulty products which cannot be verified before unloading the package, a written notification must be made without delay or no later than 6 months from delivery. Mäkelä Alu Oy has the primary right to repair, replace or compensate faulty products.

**10. Profile tool**

The profile shape manufactured with a profile tool is the property of the customer, but the tool is owned by Mäkelä Alu Oy. The profile tool shall be used only for the customer's orders, otherwise the customer must notify us in writing about shared use of the tool. The number of so-called back-up tools for a product can be agreed on together for reasons such as the delivery volume of the product, criticality, risk of the tool breaking etc. In this case the customer must notify about changes occurring in the product's volume of use.

The profile tool shall be stored for three (3) years from the last manufacturing, after which we shall notify the customer about the disposal of the tool. If agreed on separately, the customer has the possibility to keep the tool under the responsibility of Mäkelä Alu Oy in return for an annual storage fee. Upon receipt of notification, the customer has 1 month to notify that they wish to use the storage service, otherwise the tool will be disposed of.

The customer does not have the right to receive compensation for a disposed tool, nor does the supplier have an obligation to acquire a new tool to replace a disposed tool free of charge.

**11. Storage**

Products must be stored in a dry place to avoid getting wet and external damage. Damp packages must be opened, and the drying of the contents and quality level of the profiles must be ensured.

**12. Anodizing and powder coating**

There are marks and deformations at the ends of the profile, and possibly in the middle, caused by hanging. If needed, special requirements for surface treatment shall be agreed on with the customer.

**13. Force Majeure**

In addition to reasons mentioned in the General Terms and Conditions NL 01, a force majeure is considered to be a situation where the tool and possible back-up tools break at the same time in a way that prevents or renders impossible fulfilling the obligations set out in the agreement.

We are unable to provide a binding delivery time for a new product because in order to ensure proper functioning a new tool always requires one or more test runs and possible corrections.

**14. In other aspects in deliveries we shall comply with the General Terms and Conditions NL 01.**