

MOONSOFT

GENERAL DELIVERY TERMS OF MOONSOFT OY

1. Scope of application

These terms of delivery apply to the sale of Products and Services between Moonsoft Oy and the Customer, unless the parties have agreed otherwise in writing.

2. Offer validity

A written offer is valid for 14 days from its date, unless otherwise stated in the offer. The prices do not include value added tax, which is added to the prices in accordance with the regulations in force at any given time.

3. Formation of the contract

An Agreement regarding the delivery of Products or Services is created between Moonsoft and the Customer when i) the contract document regarding delivery has been signed, ii) the Customer has accepted in writing Moonsoft's offer regarding the delivery of Products or Services, iii) Moonsoft has accepted in writing the Customer's order for Products or Services, or iv) By delivering the Products or Services, Moonsoft has accepted the Customer's order for the Products or Services. The written approval described above is considered e.g. approval by e-mail.

The owner or holder of the license is the end user indicated at the time the contract was created, which the customer must always notify either before the order or as soon as possible after receiving the order confirmation. Changing this information afterwards may cause, depending on the product to be ordered, additional costs that Moonsoft will charge for the incorrectly placed order.

4. Delivery

The delivery condition is free at the seller's warehouse in Espoo. Delivery, packaging and handling costs are charged separately by the seller. The delivery is considered accepted, unless there is a complaint about it within 10 days of delivery.

5. Delivery time

The seller delivers the goods at the agreed time. Unless a delivery time has been agreed upon, the seller will deliver the ordered products immediately or as soon as the goods to be delivered are available. The seller is obliged to inform the buyer of the delay immediately after receiving information about it and at the same time to inform the reason for the delay and the estimated new delivery date. The seller is not responsible for damages caused by delivery delays due to reasons beyond his control. If the seller has overdue receivables from the buyer, the seller has the right to delay the agreed deliveries until the overdue payments have been made. The agreed delivery time is then considered to have been moved accordingly and the buyer has no right to submit any claims to the seller due to this delay. The goods are considered delivered when they have been sent to the buyer or when they have been declared ready for delivery and the buyer must, according to the agreement, pick up the goods from the seller or from the place indicated by the seller.

6. Terms of payment

For credit customers, the payment term is 14 net days from the date of the invoice, unless otherwise agreed separately. A customer who has been granted a credit limit is considered a credit customer. The goods are invoiced immediately after delivery. If there are changes in the fees imposed by the

authorities before the delivery date, the seller has the right to change the price of the goods in the same proportion as the changed prices or fees have affected the price of the goods.

If overdue invoices have not been paid or the seller states that his receivables have been compromised, the seller has the right to consider all of his receivables from the buyer as overdue, regardless of what other due dates have been agreed upon.

Interest on late payment is determined according to the Interest Act.

We prefer electronic invoicing, so please inform us of the necessary information with the order

7. Currency condition

If the price is based on a foreign currency and the currency in question essentially strengthens compared to what it was when calculating the price list or offer, the seller has the right to change the price of the product in euros in the same proportion as the exchange rate of the currency in question has changed. *However, the right to cancel the transaction does not apply to goods that do not belong to the seller's normal range of stockable products and that the seller has ordered or acquired at the request of the buyer. The private person should familiarize himself with the return instructions on the FAQ page.*

8. Ownership

Ownership of the object of sale is transferred to the buyer when the purchase price has been paid in full. The seller has the right separately in writing to prohibit the sale of goods intended for resale to a third party.

9. Warranty

Regardless of what is otherwise stated in the General Terms and Conditions or the Agreement, the Products are always subject to the Product's manufacturer's or rights holder's own terms and conditions, which the Customer is obliged to familiarize themselves with on their own initiative and for which additional information is available in the material supplied with the Product or on the Product's manufacturer's website. This also applies to the manufacturer's license conditions and contract documents.

Moonsoft delivers the Products as they are, and does not give any guarantee or commitment to the Products it delivers other than the manufacturer's possible guarantees and commitments. By concluding the Agreement for the delivery of the Products, the Customer confirms that he has familiarized himself with the manufacturer's own standard conditions for the Products and undertakes to comply with them.

The warranty does not cover the suitability of the program for the intended use or that its error-free operation cannot be guaranteed

10. Services

Payments for Continuous Services are charged in one (1) month periods in advance. Work performed by Moonsoft or a subcontractor, which is billed based on time and materials, and Expert Services are invoiced monthly in arrears. For credit customers, the payment term is 14 net days from the date of the invoice, unless otherwise agreed separately. Interest on late payment is determined according to the Interest Act.

11. Additional work

Moonsoft has the right to charge the Customer, in accordance with the Price List, such additional work and costs as a result of the incorrectness of the material supplied by the Customer.

12. Indemnification and Limitation of Liability

The product's incompatibility or non-functionality together with another good, product or software, even if these are supplied by the seller, is not considered a product defect, unless the seller expressly guarantees or promises such compatibility or functionality.

The goods are considered to be sold for professional use or to an expert/professional in the IT field. The buyer does not have the right to invoke the so-called due to an information error, missing or foreign language user manuals, etc. When selling or handing over goods to their own customers, it is the buyer's responsibility to ensure that the buyer's customer receives adequate usage instructions and instructions regarding the goods.

In all cases, the seller's liability for delivery delays or product defects is limited to the maximum value of the delivery. The seller is never obliged to compensate for any damages related to interruption of operations, missed margin, terminated contract by the buyer or loss or destruction of data, files or destruction of data, files or software, nor any other possible indirect damages caused to the buyer or a third party, whether caused by an error or delay in the product.

Moonsoft is not responsible for the destruction, loss or change of the other party's data or files for any reason, and the resulting damages and costs, such as the costs of re-creating the files. The customer is responsible for taking backups of their own data and files and checking their functionality.

13. Export restrictions

The customer undertakes to comply with the laws and official regulations of Finland and the country of origin of the Product, whether they concern the export of the Products, the results of the Services and related technical information, and otherwise not to hand over the Products or technical information to parties to whom the handover violates or may directly or indirectly violate the laws or export regulations of Finland or the country of origin of the Product.

14. Force majeure

The seller is not responsible for delay or damage caused by circumstances beyond its control, which the seller cannot reasonably be expected to have taken into account at the time of entering into the contract, and whose consequences he cannot reasonably avoid or overcome.

A strike, lockout, boycott or industrial action is considered a force majeure even when the seller himself is the target or party to it. Force majeure encountered by the seller's subcontractor or other contractual partner is considered grounds for release, if the subcontract, product or service cannot be procured elsewhere without unreasonable costs or substantial loss of time. The seller must immediately notify the other contracting party of the force majeure, as well as the termination of the force majeure.

15. Returns

All returns, except warranty returns, must be agreed with the seller in advance. In this case, the buyer receives a return number that is valid for 10 days. A copy of the delivery receipt/invoice and the return number must be attached to the return. Returns are delivered to the place indicated by the seller. The buyer pays the return shipping. The buyer is free to choose the means of transport, however, so that the goods are delivered to the destination. We recommend using a delivery company. Only what is proven to have been received by the seller is counted as returned goods. In a disputed case, it is the sender's responsibility to provide proof of receipt, normally a copy of the acknowledged waybill. The buyer is responsible for careful packaging. Individuals should familiarize themselves with the return instructions on the FAQ page.

a) Commercial returns

The transaction is binding and irrevocable and the seller is under no obligation to accept a return. The goods delivered in accordance with the agreement will be taken back and refunded only on the condition that the seller has previously expressly accepted the return. In this case, the goods can only be taken back and refunded if they are in their original packaging and in their original condition. We charge processing costs for returns due to the customer's error.

b) Error deliveries

If the return is due to the seller's mistake, the seller pays the return freight.

For these returns, only the transport company that delivered the goods is used, the transport order is made by the seller.

c) Warranty returns

Warranty returns must always be accompanied by an error explanation.

If, in exceptional cases, we accept the return of a non-resaleable (or content-deficient) product, we will charge our own costs of at least 25% of the product's price and the handling fee. In this case, the customer pays all the freight costs incurred. Software versions ordered from the software manufacturer with the customer's personal information (e.g. student priced) do not have the right to return. Individuals should familiarize themselves with the return instructions on the FAQ page.

16. Cancelling the order

If the Buyer wants to cancel his order for a product or service, he must notify the seller immediately.

The order can only be canceled with the seller's permission.

If the customer does not redeem his order, the seller has the right to charge the costs incurred as a result and handling costs for the return.

17. Disagreements

Disagreements between the parties are dealt with in the district court of Espoo. However, if the seller wishes he has the right to pursue a lawsuit alternatively in the general court of the buyer's place of residence.

Revised: in Espoo, 16.4.2024.