

Presto Oy Dangerous Goods - Terms and Conditions - February 2024

1. Definitions

- 1.1. "Presto" means Presto Oy, 0520704-3 / FI05207043, in connection with the following terms and conditions.
- 1.2. "Force Majeure" means any cause affecting the performance by Presto of its obligations arising from acts, events, omissions, happenings, or non-happenings beyond its reasonable control including (but not limited to) governmental regulations, fire, flood or any disaster or industrial dispute affecting a third party.
- 1.3. "Working days" means Monday to Friday, excluding Bank or other Public holidays.

2. Acceptance of orders

- 2.1. Orders accepted by Presto shall be a contract of sale subject to these terms and conditions that shall prevail over any other document or communication from the Purchaser with whom Presto is dealing ("the Customer")
- 2.2. All orders are subject to acceptance and to availability of the goods ordered.
- 2.3. Presto is entitled to refuse any order placed by you. ("the customer")
- 2.4. Presto accepts an order when the Customer submits identification, delivery and payment details.
- 2.5. You undertake that:
 - 2.5.1. All details you provide to us for the purpose of purchasing goods or services are correct, and
 - 2.5.2. The order shall not bind Presto until the Customer accepts these terms and conditions, which are deemed accepted if the goods are sent for delivery.

3. Carriage, post and packing

- 3.1. Charges are made for all delivery options and will be invoiced to customers.

4. Prices

- 4.1. Goods are invoiced at forehand agreed prices.
- 4.2. Presto reserves the right to remedy an obvious mistake in the prices by charging a proper commercial value price to rectify the error.
- 4.3. All prices are exclusive of VAT in Euros (€).

5. Delivery

- 5.1. Any time or date stated for delivery is an estimate only. Presto makes every effort to despatch goods on time, but does not accept any liability for failure to deliver within the stated time.
- 5.2. If Presto is unable to deliver the goods within 30 days after the delivery date agreed the Customer will, as its sole remedy, be entitled to cancel the order and require any money paid to Presto in respect of that order to be refunded. In order to cancel, the Customer must send written notice of cancellation to Presto after the above date but before delivery of the goods or notification from Presto that the goods are ready for delivery.
- 5.3. Presto does not accept liability for shortages or damage to deliveries unless the Customer notifies Presto of the shortage or damage in writing within 8 days of receipt of the delivery.
- 5.4. The Customer has to accept the goods when they are ready for delivery.
- 5.5. Delivery is deemed to take place when the goods are delivered to the Customer's nominated address, whereupon the risks of loss, breakage and all damage and all other risks shall pass to the Customer.
- 5.6. Title in the goods does not pass to the Customer until payment is received in full by Presto.
- 5.7. If the Customer cannot accept delivery, Presto may at its option:
 - (a) store and insure the goods at the Customer's expense and risk or (b) sell the goods at the best price reasonably obtainable and (after deducting reasonable storage insurance and selling costs) pay to the Customer any excess over the sale price or charge the Customer for any shortfall or (c) re-arrange delivery provided that Presto may charge the Customer for the additional delivery costs incurred.

- 5.8. The Customer may request a Proof of Delivery, provided that this request is made in writing within 3 months of the date of delivery and Presto shall use reasonable endeavours to provide such proof. Thereafter, delivery shall be deemed to have been successfully completed.

6. Payment terms

- 6.1. Unless otherwise expressly stipulated by Presto, Credit Account invoices are due and payable in EURO (€) 14 days from the date of the invoice.
- 6.2. If an invoice becomes overdue for payment the full outstanding account becomes overdue and payable. Presto may charge interest at 2% above the base rate prevailing from time to time on overdue amounts. The reminder charge is per reminder for overdue payment 15 Euros.
- 6.3. Payment shall be deemed to have been received only when the full amount of the value of the goods as invoiced has been credited to DGM Finland's bank account without recourse as cleared funds or Presto has received the full amount in cash.

7. Product specifications

- 7.1. Whilst Presto will make every endeavour to deliver the goods as they are advertised, actual dimensions, images, specifications and quantities may in certain circumstances vary from those so advertised and supplied.
- 7.2. Presto reserves the right without prior notice to vary the specification of any goods without any liability to the Customer arising directly or indirectly from any such variation but Presto will use all reasonable endeavours to ensure that the goods are as near as possible to the goods as specified.

8. Supply

- 8.1. In the event that Presto is unable to supply goods as ordered by the Customer Presto reserves the right to supply goods of equal or superior quality comparable to or compatible with the goods ordered at the same price. In the event that the goods ordered by the customer become obsolete, Presto reserves the right to offer the customer a substitute that may be at a higher price.

9. Trade name and mark

- 9.1. Indications of trade names or marks (other than those of Presto) shown documentation of Presto are not restricted to indications of manufacture but may be indicative of general use of systems, machines etc. associated with the use of such products.
- 9.2. Any software supplied to the Customer by Presto comes with a licence to use the software from the manufacturer. The Customer must comply with these software licence terms in addition to Presto's terms and conditions.

10. Cancellation

- 10.1. Depending on the status of your order, we may be able to cancel it. However, Presto reserves the right not to accept cancellation of orders. If for any reason an order is refused at the point of delivery, a charge will be levied for returning the delivery to the warehouse.

11. Returns

- 11.1. Current items, undamaged, fully marketable with original manufacturers' packaging (which shall not be defaced) unopened with all wrappings and seals intact may be returned by prior agreement of Presto, who reserve the right to levy a restocking fee. The customer is liable for payment of postage and packing charges incurred in the return of the goods.
- 11.2. Presto reserves the right to reassign costs to its customers levied by its suppliers relating to the return of any orders, including any applicable penalties. Requests for returns must be made within 10 working days from receipt of the goods
- 11.3. Faulty or damaged items should be notified within eight days of receipt of goods, and will be dealt with in accordance with the returns procedure laid out by the manufacturer. All goods returned must be in the manufacturers' original packaging complete with all ancillary items.

12. Warranty

- 12.1. All goods sold by Presto are warranted free from defects in materials and workmanship. If Presto shall receive a written complaint from a Customer in respect of goods found to be defective in respect of materials or workmanship only within the manufacturer's warranty period, Presto, after it has had a reasonable time to investigate the same and examine the goods in dispute shall be entitled at its option to repair or replace the defective goods or refund the purchase price.
- 12.2. No claim will be entertained in respect of any goods which have been repaired or altered in any way or have been the subject of any accident or damage caused by any innocent, wilful or negligent act or omission of the Customer its employees or agents or through use contrary to the manufacturer's instructions by the Customer, its employees or agents or by circumstances beyond the control of Presto or goods which cannot be shown to have been supplied by Presto.

14. Presto's liability

- 14.1. Presto shall under no circumstances whatsoever be liable for any indirect or consequential loss and/or costs howsoever caused.
- 14.2. Presto's liability in respect of breach or non-performance of any order shall be limited to the Presto's invoiced value to which the claim relates. The Customer accepts that Presto has no possibilities to check the customs formalities nor fees payable relevant to customs clearance and/or warehousing in country of destination or transit. It remains solely on the Customer's responsibility to ensure that there are no legal restrictions to export or import goods which are meant to be handled by Presto.
- 14.3. Presto excludes liability for death and personal injury caused by the goods except if caused by Presto's negligence.
- 14.4. All claims and/or losses which may give rise to a claim should be brought by the claimant directly against Presto.

15. Entire agreement

- 15.1. These terms and conditions set out the entire terms between the parties and supersede all other agreements representations and documents previously exchanged between the parties.

6. Severance

- 16.1. If any of the terms are found to be void, voidable or unenforceable then these terms are severed from the contract of sale and will not affect the enforceability of the remaining terms and conditions.

17. Waiver

- 17.1. Waiver by Presto of any breach of these conditions or any granting of time or indulgence by Presto to the Customer shall in no way affect the rights of Presto hereunder.

18. Jurisdiction

- 18.1. The terms and conditions are governed by Finnish Law and the parties hereby agree to submit to the jurisdiction of the Finnish Courts.

19. Notices

- 19.1. Any notice or demand to be given hereunder shall be in writing and shall be delivered by hand or sent by first class pre-paid letter to the last known address of the party to be notified and shall be deemed to have been served immediately, if delivered by hand and forty eight hours after posting if posted as aforesaid.