

Customer information
 (please fill in by hand)

 Cash customer Invoicing customer

Company's registered name (as entered in the trade register)		Business ID	<input type="checkbox"/> Reverse charge liability Our company is a business association that provides construction services on a regular basis. Our company is subject to reverse charge liability, pertinent to selling construction services for real estate.
Marketing name		Company form	
Ownership (main shareholders, general partners) and authority to sign			
Company founded (year)	Share capital or other capital	Branch of business	Turnover
Company phone number		Company email	Fax

The customer undertakes to inform the creditor of any changes to the company form or ownership. The company's address and other contact information may be used for direct marketing and other targeted marketing purposes.

Company's contact person	Email	Phone
Delivery address		
Contact person in payment matters	Email	Phone
IBAN and BIC		Estimated annual purchases (incl. VAT)
<input type="checkbox"/> We wish to have an e-invoice. E-invoice address and operator		
Invoicing address		

The person/company registering as a customer accepts that the above information and other information provided by the customer, required for the management of the customer relationship, are handed over to Kesko Corporation's K-Rauta chain's service register. The person/company registering as a customer accepts that the above information and other information provided by the customer, required for the management of the customer relationship, are also recorded in the store's own customer register. The person/company registering as a customer is liable to inform its contact persons that they have been named as the company's contact persons for K-Rauta. The company is also liable to provide its contact persons the information stated in the general sales terms and conditions. Additional information regarding Kesko Corporation's register is available at www.kesko.fi/tietosuojia. The person/company registering as a customer agrees to having their credit history checked from a credit data register. Lack of bad credit record and sufficient collateral are prerequisites for the granting of any credit. Identification data provided by the customer are used when checking credit history and when granting and monitoring the credit. The customer commits to observing the credit limit. The credit limit may be changed by mutual agreement if necessary. By signing this customer form, the customer commits to complying with the creditor's sales and payment terms set out below, and – unless otherwise agreed in writing – to paying to the creditor consumer's penalty interest as stipulated in Section 4 of the Interest Act plus 6 percentage points for payments performed after the denoted due date of any invoice, and to reimbursing costs arising from collecting activities to the creditor. The party opening the account is liable to inform the issuer of the sales credit immediately in writing of any changes to the purchase rights of the persons authorised to purchase. **RETENTION OF OWNERSHIP:** In accordance with the general sales terms and conditions attached, the seller retains ownership of the purchased item until the purchase price has been paid in full.

 The following persons have the right to make purchases (identity must be verified)

 I have read and accept the terms and conditions of a corporate customer relationship.
 I have also obtained a copy of the data protection description file of the customer register.

Name _____

I confirm that the information above is correct and complete. Place and date _____ 20____

Date of birth _____

Customer's signature _____

 List of persons entitled to make purchases attached

Name in block letters

To be filled in by the store:

Identity verified, sales person's code:		<input type="checkbox"/> Driver's licence	<input type="checkbox"/> ID card	<input type="checkbox"/> Other identification, please specify
Invoicing service fee per invoice		Term of payment		Penalty interest
Credit limit	Sales person's code	Customer number	Customer group	AR
Collateral (type)	In euros	Valid thru		
Approved (date and signature)		<input type="checkbox"/> Credit history checked	Date	Processed by

GENERAL SALES TERMS AND CONDITIONS OF THE STORE/ISSUER OF SALES CREDIT

1. Scope of application

These general terms and conditions are applied to goods delivered by the store/issuer of sales credit directly from their warehouse (hereinafter “warehouse purchase”), or from the supplier/manufacturer through invoicing (hereinafter “invoicing purchase”), unless the agreement parties have explicitly agreed upon otherwise. These terms and conditions are valid until the store/issuer of sales credit informs otherwise in writing.

Registration and processing of personal data

A company registering as a customer is obliged to inform Kesko Corporation and the seller, without delay, of any changes to its contact persons. A company registering as a customer commits to informing the employees it has identified as contact persons that said employees have been identified as contact persons, that the personal data of the contact persons will be processed in a manner required by the agreement, and that information regarding the processing of personal data can be found on Kesko Corporation's K-Rauta chain's service register's data protection description file at www.kesko.fi/tietosuoj.

2. Closing of the deal

2.1. Quotation

A quotation and its terms and conditions are valid without engagement or for 30 days unless otherwise specified in the quotation or unless otherwise due because of product characteristics. The store is entitled to alter its quotation insofar as the cause for the changes is an external factor beyond the control of the store. The quotation with respective annexes is the property of the store, and is not to be disclosed to any third party, or to be used in any other manner.

2.2. Order

The buyer's order will become binding for the store after the store has confirmed the order, or delivered the goods. The order is confirmed provided that any necessary licenses and/or permits from authorities are granted.

3. Obligations of the agreement parties

3.1. Delivery time

The store is obliged to deliver the goods to the buyer as agreed. However, the store is entitled to deviate from the agreed delivery time without any liability for damages if

- the delivery is delayed as a result of obstacles which could not reasonably have been overcome by the store, or as a result of faults in the supplier's/manufacturer's delivery, or if their delivery is delayed as a result of similar obstacles as mentioned above, or if
- the fulfilment of the agreement would require sacrifices which cannot be deemed reasonable in relation to the nature of the agreement.

3.2. Delivery of goods

The goods are deemed delivered when the goods are in the possession of the buyer or someone acting in their name. Goods delivered at a specified time to the address given by the buyer are also deemed to be in the buyer's possession even if the buyer or a representative acting in the buyer's name are not there to accept the delivery.

3.3. Insurance

In the case of invoicing purchases, insurance is applied in accordance with the terms and conditions of the supplier/manufacturer.

3.4. Warranty

Unless otherwise agreed, warranty in accordance with the terms and conditions of the supplier/manufacturer is applied to the goods sold. The store is only liable for their own statements and engagements regarding the goods.

3.5. Packaging

The store delivers goods from the warehouse packed in such a manner that in normal circumstances the goods are delivered in customary condition with reference to their intended use. With invoicing purchases, the packing instructions of the supplier/manufacturer are applied. The prices do not include other packaging than the regular packaging of the supplier / manufacturer. The store is entitled to charge for the necessary packaging and protection costs of the goods separately.

3.6. Delays

Should the fulfilment of a delivery be in danger of significantly exceeding the agreed delivery time, the store is obliged to inform the buyer of this as soon as becoming aware of the delay. Unless otherwise agreed in writing, the store is not liable to compensate the customer for any damage possibly arising from the delay. With invoicing purchases, the buyer is entitled to a possible delay compensation from the supplier/manufacturer. In order to be able to claim a delay, the buyer has to issue a complaint to the store within a reasonable period of time after the agreed delivery time has expired.

3.7. Payment of purchase price

The buyer is obliged to pay the purchase price according to the agreed terms of payment. Unless otherwise agreed, the term of payment is 14 days net from the delivery of the goods. If the payment is delayed, the buyer is obliged to pay the penalty interest applied by the store. If the buyer fails to accept the delivery of goods ordered as agreed, the buyer still remains liable for paying the purchase price as if the delivery had been accepted. If the buyer refuses to pay the purchase price on the basis of a fault in either the goods or the invoice, the buyer is still liable to pay for the part of the goods or invoice with

no fault, as agreed. Should the buyer fail to make the agreed payments, the store is entitled to withhold deliveries until the outstanding payments have been made. In such cases, the agreed delivery time is deemed to have been postponed accordingly, and the buyer is not entitled to present to the store any claims for damages due to the deferment of the delivery time, or annul the deal.

3.8. Buyer's obligation to check the goods

The buyer is obliged to check the goods and notify the store of any faults within 7 days from the delivery of the goods at the risk of otherwise losing the right claim a defect. If the buyer has had the chance to inspect the goods or a sample of the goods prior to closing the deal, the buyer cannot claim a defect on an issue which should have been detected in the inspection. With invoicing purchases, the notice must also be made directly to the supplier/manufacturer, considering their possible requirements regarding such notices.

3.9. Faulty goods

The store is entitled to fix any delivered faulty goods, reduce their price proportionally with the defect, or replace the goods with new ones. The store is in no way liable for damage or fault to the goods once the goods have been delivered. With invoicing purchases, the supplier's potential regulations regarding faulty goods are also observed. The store's liability for defects in goods is limited only to direct damages, and to the amount that the supplier/manufacturer of the goods is liable to compensate for.

3.10. Indirect damage

The store does not compensate for any indirect damage incurred by the buyer due to a faulty delivery.

4. Annulment of purchase

4.1. Buyer's right to annul the purchase

The buyer is entitled to annul the purchase if a delay in the delivery or fault in the goods, caused by the store, have a substantial implication to the buyer, and the store was aware or should have been aware of it; and if the store has not delivered the goods nor fixed the fault nor delivered a new item within a reasonable time after the buyer's notification about the delay or fault.

4.2. Store's / account creditor's right to annul the purchase

If the purchase price has not been paid in due time, or if the buyer fails to contribute to the deal as agreed or does not collect or accept the delivery of goods, the store is entitled to hold on to the deal and demand payment, or annul the purchase unless the delay or failure are insignificant, in which case the buyer is obliged to pay a contractual penalty corresponding to the amount of damage suffered by the store, but in any case at least 10 per cent of the purchase price. The store is entitled to annul the purchase even if the buyer is in possession of the goods. Moreover, the store is entitled to annul the purchase also if, based on a notice from the customer or otherwise apparent, it is likely that the payment is going to be delayed in a manner which would justify the store to annul the purchase.

4.3. Force majeure

If delivery is prevented and if the delivery time is consequently postponed unreasonably due to causes set out in the last sentence of section 3.1. of these terms and conditions, both the buyer and the store are entitled to annul the purchase without any liability for damages by informing the other party of this in writing.

5. Special regulations for invoicing purchases

Any extra charges or remunerations related to deliveries of invoicing purchases also have to be invoiced through the store if the store so requires.

6. Right of ownership

The goods are the property of the store until the purchase price has been paid in full, unless the nature of the goods or legislation deem otherwise. The buyer is not entitled to transfer the goods to any third parties, attach them to any other property, or otherwise use the goods as if the owner. If the buyer regardless attaches the goods to other property and the goods cannot be returned in case of annulment or similar, instead of returning the goods, the buyer is obliged to immediately pay the entire unpaid purchase price plus the contractual penalty stated in section 4.2.

7. Exchange rates, taxes, customs duties and other public charges

Prices are based on the exchange rates, VAT and other public taxes and charges valid on the day of quotation. Should any of these change significantly by the delivery date of the goods, the store reserves the right to change the price accordingly. An acknowledged bill of exchange is not regarded as a form of payment.

8. Settlement of disputes

If the parties cannot reach an agreement by means of negotiation, disputes are settled at the court of first instance in the local district court, or at the local court of first instance of the domicile of the buyer if the store so chooses.

9. Consumer protection

These terms and conditions do not limit the statutory rights of private consumers as stated in the Consumer Protection Act.