

CONDITIONS OF THE ELECTRICAL CONTRACTORS' ASSOCIATION (STUL) GUARANTEE FOR ELECTRICAL EQUIPMENT, DEVICES AND SYSTEMS

1. BACKGROUND

1.1 Area of application of the Electrical Contractors' Association (STUL) guarantee

This Electrical Contractors' Association (STUL) guarantee shall be applied as a term of the contract for sale in transactions in which an electrical or other contractor purchases electrical equipment, devices or systems for professional use.

1.2 Definitions

"Vendor" is used in these guarantee conditions to refer to a manufacturer, importer, wholesaler or other vendor providing (STUL) guarantee who sells electrical equipment, devices or systems.

"Purchaser" is used in these guarantee conditions to refer to an electrical or other contractor who purchases electrical equipment, devices or systems for professional use at a site at which the contractor's guarantee period liability corresponds at least to the contractual terms in the General Conditions for Building Contracts (YSE 1998). The contractor's guarantee period liability may also be based on other contractual terms or valid legislation, such as consumer protection legislation.

The purchaser may also be a wholesaler or other "intermediate step" that sells a product on to a contractor for professional use.

2. GUARANTEE PERIOD

2.1 Guarantee period in agency sales (manufacturers and importers, when a product is sold to a wholesaler or other "intermediate step")

The duration of the Electrical Contractors' Association (STUL) guarantee corresponds to the guarantee in s. 29 of the contractual terms in the General Conditions for Building Contracts (YSE 1998) that the contractor grants to its client, or in any case a maximum of 36 months from the delivery of the goods from the manufacturer/importer to the wholesaler or other intermediate step.

2.2 Guarantee period in direct sales (manufacturers and importers, when a product is sold directly to a contractor)

The duration of the Electrical Contractors' Association (STUL) guarantee corresponds to the guarantee in s. 29 of the contractual terms in the General Conditions for Building Contracts (YSE 1998)

that the contractor grants to its client, or in any case a maximum of 30 months from the delivery of the goods to the purchaser.

3. GENERAL GUARANTEE CONDITIONS

Upon becoming aware of any defects or faults, the vendor is obligated to repair without delay and at its own expense such defects or faults that emerge in the items that were the object of sale during their guarantee period. If the defect or fault in the product could not reasonably have been detected prior to installation, the vendor shall be liable for reasonable costs incurred in repairing or replacing the defective item, identifying the defect, removing and disposing of the defective item, and installing the repaired or replacement item. The purchaser must notify the vendor in advance of the necessary actions, so that the vendor and the purchaser can agree on the steps to repair the defect or fault. The vendor is entitled to perform the repair itself if this can be done within the schedule and without disturbing the purchaser's work. If the vendor takes the view that the actions needed to repair the item do not fall within the vendor's responsibility, the vendor must notify the purchaser of this immediately in writing.

The vendor is not liable for defects caused by incorrect installation, failure to follow installation instructions, normal wear and tear, improper use, damage caused by the end-user's failure to observe proper maintenance procedures, or the purchaser's negligence. The vendor is not liable for consequential damage such as reduction or interruption of production or turnover, lost profits or other similar unforeseeable loss or damage.

If the vendor fails to fulfil its guarantee liability within a reasonable time, despite a written reminder from the purchaser, the purchaser is entitled to repair the defect or fault or have it repaired at the vendor's expense. The purchaser must notify the vendor in writing prior to having the fault repaired or a defective delivery replaced.

The vendor's liability continues after the end of the guarantee period for defects, faults and harm the purchaser can show to have been caused by the vendor's gross negligence or failure to perform, and which the purchaser could not reasonably have noticed during the guarantee period. This liability shall cease 10 years after the delivery of the goods to the purchaser.