



Terms of delivery
Heinätin® hay feeders

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Heinätin® automatic hay feeders

1. Scope

These Terms of Delivery apply to all deliveries of Heinätin® hay feeders (Device) and/or related services (Services) made by Oy Equine Innovations Ltd (business ID 2588058-5, Supplier) to the customer (Customer), unless otherwise agreed upon in writing.

2. Conclusion of contract

The contract is concluded when the Customer has accepted the Supplier's valid offer (Order) or the Supplier has confirmed in writing an order other than the Offer or an order that differs from the Offer (Order Confirmation).

The supplier's offer is valid for 14 days from the date of the offer, unless otherwise expressly stated in the offer.

3. Content of the contract, pricing and payment terms

The content of the contract, the prices and the payment terms are defined in the contract documents (Order or Order Confirmation). Any separately agreed upon additional services, such as installation and maintenance services, will be charged according to the Supplier's current price list, unless otherwise agreed upon.

Unless otherwise agreed upon, the payment term is 14 days from the date of the invoice.

The default interest rate is in accordance with the Interest Act.

4. Delivery

The Supplier shall confirm the delivery time when the contract is concluded.

If the delivery includes installation by the Supplier, the delivery shall be deemed to have taken place when the Device has been installed in accordance with the Contract.

If the delivery does not include installation, the delivery is deemed to have taken place when the Device has been delivered to the delivery address indicated by the Customer in accordance with the terms of the Contract. In that case, the transport does not include the unloading of the pallet, the inside delivery of Devices or the removal of packaging waste. The Customer is then responsible for the installation in its entirety.

If the delivery cannot be made at the agreed upon time for reasons attributable to the Supplier, the Supplier shall inform the Customer without delay and agree upon further action. If the delivery cannot be made at the agreed upon time for reasons attributable to the Customer, the Supplier and the Customer shall agree to postpone the delivery to a later date.

5. Transfer of ownership and liability for risk

The ownership of the contractual Devices remains with the Supplier until the Customer has paid the full purchase price. The liability for risk for the Devices shall pass to the Customer once the Device has been delivered to the Customer.

6. Complaint and correction of defects

The Customer must check the contents of the delivery immediately after the delivery has taken place. All visible damages, defects and deviations from the agreed upon delivery must be recorded and identified immediately after the delivery.

The Customer shall notify the Supplier of any defects within seven (7) days of the delivery date. Complaints should be sent by email to info@hevoskeksinnot.fi.

The Customer will be deemed to have accepted the delivery if the Customer does not report any defects in accordance with the conditions described above.

If there is a defect in the Device, the Supplier has the right, at its discretion, to either correct the defect or deliver a new Device to replace it.

Defects or faults that do not cause substantial inconvenience to the use of the Device shall not prevent acceptance of the delivery.

7. Warranty

The Devices and Services hold a warranty for 24 months from the date of delivery. Any repair or replacement carried out during the warranty period does not extend the original warranty period. The warranty only covers defects in the material and workmanship of the Devices as well as defects in the installation work carried out by the Supplier.

The warranty does not apply to:

- Damage caused by horses or other animals;
- Shelf dampers;
- Batteries;
- Damage caused by the Customer's installation errors or other damage caused by the Customer;
- Normal wear and tear and ageing of the Device;
- Discolouration or other similar cosmetic changes in unpainted Devices;
- Damage, injury or problems caused by external conditions or factors, or caused by changes in external conditions (for example: breakage of the Device due to an external impact; improper, careless or abnormal use; incorrect installation by anyone other than the Supplier; incorrect care, maintenance or modification by anyone other than the Supplier);
- The correction of faults or defects that are not relevant to the functioning of the Device.



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The warranty is not valid and the Supplier is not liable for any damages, if:

- The Device has been installed by the Customer or anyone else other than the Supplier in violation of the Supplier's installation instructions, which has resulted in a defect;
- The Device has been misused or used for purposes other than those for which it was intended;
- The Customer has attempted to repair the Device or made any connections, structural modifications, etc. to the Device that are not approved by the Supplier;
- The Device has not been properly maintained and cleaned in accordance with the Supplier's maintenance instructions (e.g. failure to clean the Device may lead to discolouration or rusting of the surface of the shelves, failure to maintain the locks may lead to lock failure, etc.).

Any modification of the Device without the written consent of the Supplier will void the warranty.

The Customer shall verify with the Supplier in advance the suitability of the materials of the Device if the hay used in the Device has been stored in an abnormal way (e.g. by salting). Otherwise, the warranty is not valid for such use.

The Customer shall notify the Supplier in writing of any defect or damage to the Device discovered during the warranty period without undue delay upon discovery. The Supplier shall not be liable for any additional damage caused by a delay in the notification. The Supplier shall decide on the necessary measures on the basis of the fault description provided by the Customer. If necessary, the Supplier may later ask the Customer for further information. The Supplier will start investigating and, if necessary, repairing the defect as soon as possible.

The Supplier shall, at its discretion, either repair the Device or provide a replacement. If the defect is caused by the Supplier's installation work, the Supplier shall take the necessary measures to eliminate the defect. If the defect is caused by a faulty component, the Supplier may also supply the Customer with a new component. The Customer must then deliver the defective component to the Supplier before the Supplier can deliver a new component to replace it.

If, in the course of investigating or repairing the defect, it is discovered that the defect is not covered by the warranty or is otherwise the responsibility of the Supplier, the Supplier may charge for the costs of investigating and repairing the defect, including labour, travel costs and spare parts, in accordance with its current price list.

8. Intellectual property rights

All intellectual property rights (such as, but not limited to, patents, patent applications, utility models, trade names, trademarks, copyrights, trade secrets and know-how) relating to the Devices and Services shall remain the property of the Supplier and shall in no way be transferred to the Customer.

9. Force majeure

The Supplier shall be released from its contractual obligations and from the obligation to pay damages as a result of circumstances caused by an obstacle and/or matter beyond the Supplier's control.

10. Limitation of liability

The Supplier shall not be liable for any indirect or property damage to the Customer or any third party.

The Supplier's liability shall in all cases not exceed a total of twenty (20) per cent (20%) of the price of the Devices and/or Services for which the delivery is in question.

For consumer customers, the limitations of liability are without prejudice to the rights of the consumer customer under mandatory law.

11. Right of return

The Devices have a 14-day return policy for consumer customers. Business customers have no right of return. The Supplier must be notified of the return within 14 days of delivery. The Device to be returned must be unused and unaltered. The Supplier shall not be liable for any costs arising from the return of the Device.

In return cases, the refund will be made to the payment method used in the order (not, for example, by bank transfer). The refund will be made immediately after the Device has been returned to the Supplier.

12. Applicable law and disputes

This Contract shall be governed by Finnish law. Any disputes between the Supplier and the Customer arising from the Contract shall be settled primarily through negotiation between the parties. If the disagreements cannot be settled through negotiation, they will be resolved in the first instance by Pirkanmaa District Court.

13. Validity

These terms of delivery are valid until further notice.