

TERMS AND CONDITIONS FOR EQUIPMENT SALES

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1. Scope of application and definitions

1.1 Scope of application of the terms and conditions for equipment sales

These terms and conditions apply to the sales of equipment as defined in section 1.2 that is offered by Telia Finland Oyj or its Group companies ("Telia") through electronic commerce, telephone sales, customer service by telephone, or any other distance sales channel ("Distance Sales Channel"). These terms and conditions apply unless otherwise agreed on in writing between the customer and Telia.

1.2 Equipment

In these terms and conditions, equipment refers to mobile phones, devices, data media, accessories, computer programs and any written material related to them ("Equipment") offered to customers through a Distance Sales Channel. The Equipment is defined in greater detail at the address telia.fi. The information Telia provides on Equipment is general in nature and may contain mistakes due to human errors.

1.3 Customer

In these terms and conditions, customer refers to a consumer customer who purchases Equipment mainly for a purpose other than conducting business. The customer must be a legally competent adult residing in Finland.

2. Conclusion and assignment of agreement

2.1 Conclusion of agreement

An agreement is considered concluded when the customer and Telia have signed it or when Telia has accepted the customer's order and the customer has paid the price of the Equipment. The title to the Equipment and the liability for risk are transferred to the customer when the agreement has been concluded.

2.2 Assignment of agreement

Neither party has the right to assign the agreement to a third party without the other party's prior written consent. However, Telia has the right, without the customer's consent, to assign either all or part of the agreement

to a third party to which the business referred to in the agreement is transferred. In addition, Telia has the right to transfer its receivables based on this agreement to a third party. After a notice concerning the transfer of receivables, payments are valid only when made to the transferee.

2.3 Right to refuse to conclude agreement

Telia has the right to refuse, at will, to conclude an agreement on Equipment sales with the customer.

3. Equipment prices, paying and availability

3.1 Equipment prices

The prices of the Equipment are indicated in the Distance Sales Channel in a sales situation. The indicated prices include value added tax.

3.2 Paying for Equipment

The customer pays for the Equipment to Telia using an available payment option, e.g. e-payment through an online bank when making the order, or cash on delivery at a post office.

3.3 Availability of Equipment

Telia aims with reasonable efforts to ensure that Equipment is constantly available. If certain Equipment is sold out, information to this effect is provided in Telia's Distance Sales Channel.

4. Delivery of Equipment

4.1 Delivery of Equipment

Telia delivers the ordered Equipment in reasonable time (normally in 2 to 3 weekdays), not later than within five (5) weeks from the conclusion of the agreement. If the Equipment has been paid for through an online bank, it is delivered to the customer by mail at the customer's post office.

4.2 Retaining mailed items at the post office

In addition to the week of arrival of the Equipment, mailed items will be retained at the post office for two (2) full calendar weeks, after which they will be returned to Telia. The customer is notified of the arrival of a mailed item only once.

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4.3 Delivery of orders in Finland, and postage and delivery costs

Ordered Equipment is delivered only in Finland (Åland excluded). Orders placed through a Distance Sales Channel are subject to the postage and delivery costs specified in connection with the order.

5. Right of return and refunds

5.1 Cancellation of the agreement, and the customer's right of return

5.1.1 Notification on the cancellation of the agreement

The customer has the right to cancel an agreement concluded with Telia on Equipment through a Distance Sales Channel within 14 days of having received the Equipment. The agreement is considered cancelled when the Equipment to be returned has been delivered to the post office as customer return and the customer has delivered a filled cancellation form to Telia.

5.1.2 Requirements for and execution of the right of return

A requirement for the right of return is that the Equipment to be returned and its sales package should be substantially intact and saleable. Another requirement is that the customer should return the Equipment to Telia by mail at the address specified in section 5.1.3. An appropriate return form must be attached to the returned item. The customer signs a return confirmation at the post office, specifying thus the returned item in order to safeguard the interests of both parties, and receives a copy of the confirmation.

5.1.3 Address for customer returns

The following address is to be used for customer returns:

Posti E-varasto
Satamatie 37
37800 Toijala

Telia pays the delivery costs for returning the Equipment if the customer acts according to section 5.1.2. It takes about 2 to 3 weeks to process the returns.

5.1.4 Refunds in connection with returns

Telia refunds the payment received from the customer to the bank account indicated by the customer on the return form. Telia pays the refund no later than within thirty (30) days of receiving the Equipment returned by the customer. Telia pays the refund for Equipment purchased for cash on delivery only to the customer's own bank account.

5.2 Return of broken or incorrect Equipment for delivery of corresponding new Equipment

If the Equipment received by the customer has been broken before the liability for risk has transferred to the buyer, or if the customer has received incorrect Equipment, the customer should return the Equipment as stated in sections 5.1.2 and 5.1.3.

6. Warranty and servicing

6.1 No warranty given by the seller

The Equipment is delivered to the customer "as is", without a warranty given by Telia for the faultlessness of the Equipment or its suitability for the intended use, unless ruled otherwise by applicable law. Telia is not, under a warranty given by the manufacturer and/or a prior sales stage, responsible for a fault for which the seller is not responsible under the imperative provisions of the Consumer Protection Act.

6.2 Warranties given by other parties, and servicing

Any warranty clauses provided by the manufacturer and/or a party in a prior sales stage as well as instructions for exercising the warranty rights can be found on the product package. Information on servicing centres is available at the address telia.fi

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7. Telia's liability for damage

7.1 Maximum damages

Telia is not liable for any direct or indirect damage caused to the customer, unless ruled otherwise by applicable law.

7.2 Claims for damages

A claim for damages must be submitted to Telia within two (2) months from the date on which the fault on which the claim is based was detected or should have been detected, or, in the event of delay, on which the delivery took place.

8. Processing of personal data

8.1 Purpose for the processing of personal data and other corresponding information

Telia processes personal data as described in the description of file. The description of file is available at the address telia.fi. The register holder, or controller, is Telia Finland Oyj.

8.2 Customer's right of access

The customer can exercise his or her right of access under Section 26 of the Personal Data Act (right to find out what data on him or her has been saved in the personal data file or to be informed that the data file contains no such data) by sending a written and signed request for access to the address:

Telia Finland Oyj
Customer feedback
PL 0400 00051 Telia

8.3 Customer's right to prohibit processing

The customer can prohibit Telia from processing data on him or her for purposes of direct marketing, distance selling, other direct marketing, market research, opinion polls, public registers or genealogical research by sending a notification to this effect to the address indicated in section 8.2.

9. Valid terms and conditions for equipment sales

Telia may unilaterally amend these terms and conditions for equipment sales, unless ruled otherwise by applicable law. The terms and conditions, valid at any given time, to be applied to the sales of Equipment offered through Telia's Distance Sales Channel can be found at the address telia.fi

10. Other terms and conditions

10.1 Force majeure

Telia is released from its obligations under this agreement and its liability to pay damages to the customer, if the breach of agreement or failure to comply with it is due to force majeure. An event of force majeure is considered to be constituted by an unusual event which affects the matter, takes place after the signing of the agreement and is beyond Telia's control, and the consequences of which Telia cannot reasonably avoid or overcome. Such an event can be, for example, a war, mutiny, requisition or confiscation, discontinuation of supply of energy, labour conflict, fire, thunderstorm or another natural phenomenon, a cable damage caused by a third party, or another unusual event with similar effects and beyond Telia's control. If the fulfilment of an obligation under the agreement is delayed for any of the above reasons, the duration of the period for the fulfilment of the obligation under the agreement is extended for as long as is deemed reasonable in view of all the circumstances relevant to the case.

10.2 Applicable law

These terms and conditions for equipment sales are subject to the laws of Finland excluding its rules for choice of law.