

Annex 5. Special Terms and Conditions for Hardware Procurement (JIT 2025 – Hardware)¹

Version: 1.0

Published: 7 February 2025

Validity: until further notice

Instructions for use

These Special Terms and Conditions for Hardware Procurement are used in the procurement of information and communications technology hardware. In addition to these Special Terms and Conditions, a separate contract on hardware procurement must always be made. These Special Terms and Conditions are annexed to the procurement contract. When using the Special Terms and Conditions for Hardware Procurement, the *JIT 2025 General Terms and Conditions* must also be annexed to the procurement contract. In case of any conflict, the procurement contract takes precedence over these Special Terms and Conditions for Hardware Procurement which, in turn, take precedence over the General Terms and Conditions.

The following matters should always be agreed upon in conjunction with hardware procurement:

- the requirements set for the hardware installation location
- whether hardware installation is included in the delivery of hardware
- the Mean Time Between Failures permitted for the hardware.

Producers of electrical and electronic equipment (manufacturers, importers, and sellers selling equipment under their own brand) are obligated under legislation to take care of the organising and costs of waste management of the products they have placed on the market (producer responsibility).

¹ This annex corresponds to pp. 88–97 in publication [The General Terms and Conditions of Public IT Procurement \(JIT 2025\)](#).

If the procurement serves to replace existing hardware, the client may require in the invitation to tender that the supplier has a system in place for the appropriate disposal of old hardware and that the supplier will receive the hardware being replaced free of charge either in conjunction with the delivery of new hardware or, if this is not possible for the client, at a location situated within a reasonable distance (such as less than 30 km) from the client's premises.

If delivery of third-party hardware is agreed upon, it should be clearly specified which party is responsible for the hardware delivery and which party is the client's contractual partner in this respect.

These instructions for use do not constitute part of the contract.

Date of contract:

Number of contract:

Number of annex:

JIT 2025: Special Terms and Conditions for Hardware Procurement (JIT 2025 – Hardware)

Contents

1	Scope of application	1
2	Definitions.....	2
3	Hardware characteristics	2
4	Rights and passing of risk.....	2
5	Sales to leasing provider	3
6	Installation	3
7	Pre-installation.....	4
8	Handover	4
9	Acceptance inspection.....	4
10	Acceptance of delivery.....	4
11	Replacement hardware and changes.....	5
12	Spare part availability, servicing and maintenance.....	5
13	Delays	6
14	Warranty.....	7

1 Scope of application

(1) These Special Terms and Conditions for Hardware Procurement shall be observed in the procurement of hardware by public contracting entities if these Special Terms and Conditions are referred to in the contract and to the extent that they have not in some respects been otherwise agreed upon in writing.

(2) These Special Terms and Conditions shall be used together with the General Terms and Conditions of Public IT Procurement. In case of any conflict, these Special Terms and Conditions shall take precedence over the above-mentioned General Terms and Conditions of Public IT Procurement with regard to their corresponding content.

2 Definitions

In addition to the following definitions of the Special Terms and Conditions, the definitions of *JIT 2025 General Terms and Conditions* shall be observed.

hardware	The hardware which is the subject matter of the contract and the firmware required to operate it, as well as the associated documentation.
handover	The moment when the hardware has been handed over to the client in accordance with the term of delivery.
specifications	The technical and functional hardware specifications agreed on the basis of the requirements by the contracting parties.
error	The object of delivery does not fulfil the agreed requirements and specifications or does not function in accordance with them.

3 Hardware characteristics

(1) The hardware shall meet what has been agreed in writing by the contracting parties. The hardware shall also meet the requirements laid down in law and regulations by the authorities that were in force or generally known at the time the hardware was ordered.

(2) Unless otherwise agreed, the hardware shall be suitable for the purpose for which such hardware is usually used or be suitable for the specific purpose for which the hardware was intended to be used if the supplier must have been aware of this purpose.

(3) The supplier shall provide the client with the instructions, any permits and certificates required from the authorities, and other information and documents included in the procurement and required in the installation, repair, servicing and use of the hardware. This information and these documents shall be in Finnish, unless the client has authorised their provision in another language.

4 Rights and passing of risk

(1) The right of ownership to the hardware and the right of use of firmware required to use the hardware under the contract shall transfer to the client once the purchase price has been paid.

(2) The liability for risk associated with the hardware shall pass to the client once the hardware has been handed over to the client in accordance with the term of delivery.

(3) The right of ownership and intellectual property rights to the client's material shall belong to the client or a third party and shall not be transferred to the supplier. The supplier shall only have the right to process the client's material solely for purposes of fulfilling the contract.

5 Sales to leasing provider

(1) If the client selects a finance lease as the form of financing, the supplier undertakes to sell the products to the leasing provider designated by the client under the terms and conditions agreed in this contract. The supplier shall deliver the products to the client and invoice the client's leasing provider. The client shall be responsible for the client having a valid leasing agreement with the leasing provider.

(2) The client shall be responsible for notifying the leasing provider of the accepted delivery of the products within the time agreed for the acceptance of the delivery in clause 10.

6 Installation

(1) Unless otherwise agreed, the client shall be responsible for the installation of the hardware in accordance with the supplier's instructions. The supplier shall provide the client with the instructions required for the installation in conjunction with the delivery.

(2) If the installation has been agreed to be performed by the supplier:

- i. The supplier shall provide the client, in good time, with written instructions for setting up the operating environment so that it is in accordance with the supplier's instructions. In this case, the supplier shall have the right, at a mutually agreeable time, to inspect the operating environment before the agreed installation date.
- ii. The client shall be responsible, at its own expense, for setting up the installation environment so that it is in accordance with the supplier's instructions.

- iii. The client shall be responsible for the arrangement of the storage and work facilities required for the supplier's installation.
- iv. The client shall provide the supplier with access to the installation premises at a mutually agreeable time to perform the installation.

7 Pre-installation

(1) If the delivery includes the pre-installation of software, the supplier shall provide the client with documentation describing the pre-installation.

8 Handover

(1) The supplier shall hand over the hardware to the client for inspection on the date agreed upon in the contract. With the client's permission, the handover may take place before the agreed date. If the handover is delayed from the agreed date, a new handover date shall be agreed upon mutually.

(2) Unless otherwise agreed, the term of delivery shall be Delivered at Place (named place of destination) (Finnterms 2001, term of delivery TOP for domestic trade).

9 Acceptance inspection

(1) The client shall inspect, without delay after the handover, that the delivery includes all of the hardware specified in the contract and that the hardware is externally in proper condition.

(2) The client shall notify the supplier of any deviations it has identified during its acceptance inspection within 7 business days of the handover.

10 Acceptance of delivery

(1) Unless otherwise agreed, the client shall inspect the hardware within 15 business days of the handover. The supplier shall assist the client in the inspection of the delivery in a mutually agreed manner. The deadline for the inspection of the delivery shall be extended by the time which the client reasonably requires in order to inspect and accept any error rectifications carried out by the supplier.

(2) The client shall notify the supplier of any errors identified in the hardware without any delay but, however, no later than within 3 business days after the end of the time reserved for the inspection of the hardware's functionality. The notification shall be issued in writing.

(3) Minor errors or deficiencies identified in the hardware shall not prevent the delivery from being accepted. The supplier shall be obligated to rectify also such errors and deficiencies free of charge and without undue delay. If there are many minor errors or deficiencies, these may prevent acceptance.

(4) If the client has not given notification of errors within the time stated in clause 10(2) or if the client has taken the hardware into use, the client shall be deemed to have accepted the hardware.

(5) Each contracting party shall be responsible for its costs arising from the inspection of the hardware's functionality.

(6) Unless otherwise agreed, the delivery shall be deemed to have taken place once the hardware has been accepted.

11 Replacement hardware and changes

(1) The supplier may, with the client's consent, replace the hardware agreed upon in the contract with other hardware. The replacement hardware shall fulfil what the contracting parties have agreed upon in writing in terms of the capacity, performance and other characteristics of hardware. What has been agreed upon regarding the installation of the original hardware shall also apply to the installation of the replacement hardware.

(2) All changes and their impact on the delivery schedule or price shall be agreed upon in writing following a mutually agreed procedure.

12 Spare part availability, servicing and maintenance

(1) The supplier shall be responsible for spare parts, servicing and firmware maintenance being available in Finland for hardware delivered as new, or for its replacement hardware, at reasonable prices and under reasonable terms and conditions for at least 5 years after the delivery.

13 Delays

(1) If a contracting party finds that it will be delayed in its delivery or in its performance of an obligation, or it considers such delay likely, the contracting party shall, without delay and in writing, notify the other contracting party of the delay and its impact on the fulfilment of the contract. If the supplier is delayed, it shall notify the client of a new delivery time as soon as possible.

(2) If the delivery of hardware is delayed due to a reason attributable to the supplier, the supplier shall pay a contractual penalty to the client for each commencing period of seven (7) days by which the supplier exceeds the due date agreed for the delivery or its part under the contract. The penalty for each above-mentioned period shall be 0.5 per cent of the purchase price of the delayed hardware, subject to a maximum penalty of 7.5 per cent of the price, however. The amount of damage caused by the delay shall not affect the amount of the penalty. The client shall, however, not be entitled to receive a delay penalty for the time during which the supplier provides the client, free of charge, with replacement hardware accepted by the client.

(3) Such defects or deficiencies which do not prevent the hardware from being delivered or used in accordance with the contract shall not result in the right to a delay penalty. However, the supplier shall be obligated to rectify such defects or deficiencies within the scope of the warranty and without undue delay. A delay of information or documents that prevents the delivery or use of the hardware shall be regarded as a delay of the delivery of the hardware.

(4) The supplier shall not be entitled to receive a contractual penalty due to the client's delay.

(5) If the delivery of the hardware is delayed due to a reason attributable to the client, the delivery shall remain interrupted until the client notifies that the reason for the delay no longer exists. After receiving the client's notification, the supplier shall notify of a new delivery schedule. If the delivery of hardware is delayed due to a reason attributable to the client for more than three (3) months, the supplier shall have the right to cancel the contract.

14 Warranty

- (1) The supplier shall provide the hardware with the warranty specified in the contract. Unless otherwise agreed, the warranty terms and conditions set forth below shall be followed.
- (2) The supplier shall, without delay and at its own expense, rectify any errors identified in the hardware during the warranty period and any defects and errors caused by instructions provided by the supplier or manufacturer concerning the use, maintenance or cleaning of the hardware, or deliver new hardware to replace the one with an error. Warranty repairs shall also include making changes corresponding to the repairs in the documentation.
- (3) The supplier's warranty shall not cover errors that have been caused by the hardware being used contrary to the written instructions issued by the supplier or contrary to the contract. Furthermore, it shall not cover errors that have been caused by normal wear and tear, or damage which has not been caused by the supplier. In addition, the warranty shall not cover the hardware to the extent the client has made changes to the hardware, or has had such changes made by a third party, without the supplier's written consent.
- (4) Unless otherwise agreed, the supplier shall perform the warranty repairs at the client's premises. In order for an error to be rectified, the client shall provide the supplier with access to the hardware to be repaired for the required time during the regular working hours of the supplier.
- (5) If the warranty repairs are performed at the supplier's premises, the client shall deliver the hardware to the location in Finland designated by the supplier for the warranty repairs. The supplier shall pay for the costs arising from the delivery of the hardware for warranty repairs and the return of the hardware.
- (6) The warranty period of hardware shall be extended by the time during which the hardware has been inoperable due to an error. However, the duration of the warranty period shall be at most twice the length of the original warranty period.
- (7) If the supplier fails to fulfil its warranty obligations within a reasonable time after the client has given notification of an error, the client shall have the right to have the necessary repairs performed by a third party and claim for damages equalling the repair costs from the supplier. The client shall notify the supplier in advance

of such repairs. Furthermore, the client shall have the right, instead of repairs, to claim for damages or a price reduction. Clause 11 of *JIT 2025 General Terms and Conditions* shall apply to damages.

(8) Unless otherwise agreed, the warranty period for hardware shall be 12 months from the delivery.

(9) If it is deemed that a defect or error notified by the client is outside the scope of the warranty, the supplier shall have the right to charge for the identification and pinpointing of the defect or error in accordance with the charging criteria agreed upon in writing. In addition, the supplier shall have the right to charge the client for the rectification of a defect or error not covered by the warranty if such rectification has been agreed upon.

(10) The supplier's liability for defects and errors in the hardware shall be limited to the fulfilment of the warranty obligations under this clause 14. After the warranty period, the supplier's liability for defects and errors in the hardware shall be limited to the obligations set out in any servicing agreement, unless otherwise required by mandatory provisions of law.