

## Terms and Conditions of Government IT Procurement

### SPECIAL TERMS AND CONDITIONS FOR PROCUREMENT OF HARDWARE

Contract date and no.: \_\_\_\_\_

Annex no.: \_\_\_\_

#### 1 SCOPE OF APPLICATION

(1) These Special Terms and Conditions for Procurement of Hardware apply to the procurement of IT hardware by central government agencies; by state enterprises; by central government institutions and funds; and by municipalities and municipal federations, if these Terms and Conditions are referred to in the contract and unless otherwise agreed in writing.

(2) These Special Terms and Conditions are used in conjunction with the General Terms and Conditions of Government IT Procurement. In case of conflict, these Special Terms and Conditions take precedence over the General Terms and Conditions.

#### 2 RIGHTS

(1) Ownership of the hardware and related documentation and liability for risk are passed to the customer at the time when the hardware is delivered according to the terms of delivery.

#### 3 INSTALLATION

(1) If delivery includes installation, before installation the supplier must as necessary issue the customer with instructions on how to prepare the installation environment.

(2) The customer is responsible at his own expense for preparing the installation environment according to the supplier's specifications and for providing the storage and working facilities required by the supplier for the installation. The parties will agree on a date for the supplier to inspect the installation environment in good time before the installation itself.

#### **4 PRE-INSTALLATION**

(1) If delivery includes pre-installation of software, the supplier must deliver documentation describing the pre-installation and one copy of the software to the customer. If the software is delivered in a package, the package must be an original product package.

#### **5 AVAILABILITY OF SPARE PARTS AND MAINTENANCE**

(1) The supplier guarantees the availability of spare parts for the hardware and maintenance for the software required for using the hardware in Finland at reasonable prices and terms for a period of at least 5 years from delivery.

#### **6 WARRANTY**

(1) Unless otherwise agreed, the warranty period for hardware is 3 years from delivery.