

ROCLA OY

GENERAL TERMS AND CONDITIONS OF PURCHASE 2017.1 (“GTC”)

1 DEFINITIONS

The following capitalized terms shall have the meanings assigned to them, unless a different definition is assigned to them in the Purchase Agreement:

“Purchase Agreement” shall mean the agreement, if any, entered into between the parties governing their purchaser—supplier relationship, where these GTCs are referred to and which shall take precedence over these GTCs in case of discrepancies between the two documents. Alternatively, the Purchase Agreement shall mean the purchase order where these GTCs are referred to;

“Products” shall mean any products delivered to the Purchaser by the Supplier, including any specified services to be performed in connection therewith;

“Purchaser” shall mean Rocla Oy, a Finnish limited liability company with business identity code 0124294-1;

“Supplier” shall mean a company acting as a supplier under the Purchase Agreement.

2 PRODUCTS

2.1 Scope of delivery

The Supplier shall deliver the Products as per the purchase orders issued by the Purchaser. Unless otherwise agreed in writing, Purchaser’s supplier portal shall be used in the ordering process and all Purchaser’s forecasts are only indicative and non-binding. The Products shall meet the specification provided by the Purchaser (“Specification”) and shall be delivered to the Purchaser within the period specified in the Purchase Agreement (“Delivery Time”).

2.2 Modifications

The Purchaser shall have the right to request the Supplier to modify the Specification. Any adjustment to the purchase price and to the Delivery Time caused by the modification shall be agreed upon separately. The rights and obligations of the parties under the Purchase Agreement and the GTC shall extend to all modifications.

2.3 Documentation

The Supplier shall provide the Purchaser with documentation concerning the Products in accordance with the Purchase Agreement. Upon request, the Supplier shall deliver additional instructions and documentation to enable the orderly use, installation and maintenance of the Products. The Purchaser shall have the right to use all documentation that has been placed at its disposal.

2.4 Inspections and quality control

The Supplier shall perform ordinary factory testing for the Products before shipment. Upon reasonable advance notice, the Purchaser shall be allowed access to the facilities of the Supplier for the purpose of supplier audit or testing the Products and the quality thereof or witnessing Product testing. The costs of carrying out of the standard testing shall be borne by the Supplier. The Purchaser shall bear its own costs regarding possible visit.

No approval of the Supplier's technical documents or drawings, inspection or testing of the Products, or supervision of design work or manufacturing, whether by the Purchaser, shall be construed as implying any limitation on the obligations and liabilities of the Supplier.

2.5 Safety

The Products shall include all necessary safety devices and the Supplier shall ensure that they fully satisfy the requirements of any applicable safety regulations and standards. If any additional safety devices are required due to non-compliance with any regulations and standards, they shall be installed at the cost of the Supplier.

2.6 Compliance with laws and regulations

The Supplier shall also ensure that the Products comply with any other applicable laws, regulations and standards.

2.7 ISO standards

The Supplier shall maintain ISO 9001:2008 and ISO 14001 standards (or their equivalents) or their updates valid for its operations.

3 DELIVERY

3.1 Packing.

The Products shall be packed in a manner which is appropriate with regard to the means of transport to be used and the nature of the Products, and in accordance with the Purchaser’s instructions

3.2 Early Delivery

No Products should be delivered prior to the time agreed in the Purchase Agreement as the earliest time for delivery without the prior written consent of the Purchaser.

3.3 Delay by the Supplier

Should the Supplier have reason to assume that he will not be able to reach the Delivery Time, he shall immediately notify the Purchaser, stating the cause and estimated duration of the delay and accelerate the delivery. Should the Delivery Time be exceeded, the Purchaser shall be entitled to compensation, as liquidated damages, of the percentage of the purchase price of the delayed Products for each day by which the Delivery Time is exceeded. Unless otherwise agreed in the Purchase Agreement in connection with liquidated damages, the Supplier shall pay zero point five per cent (0.5%) for each day of delay, up to the maximum of ten per cent (10%) of the purchase price of the Product in delay.

In the event of the Supplier's delay continuing after the maximum amount of the liquidated damages is reached, the Purchaser shall be entitled to cancel or terminate the Purchase Agreement with immediate effect and be entitled to get compensation in an amount corresponding to the damage occasioned through the delay to such extent that the damage exceeds the amount of liquidated damages specified in this Article.

3.4 Transfer of Title

The title to the Products transfer to the Purchaser when the Products have been paid.

3.5 Transfer of Risk

The risk of loss of the Products shall be transferred from the Supplier to the Purchaser in accordance with the delivery term specified in the Purchase Agreement.

3.6 Right to withhold

The Purchaser may deduct any amount owed by the Supplier from any payment of the purchase price.

4 OTHER RESPONSIBILITIES OF THE SUPPLIER

4.1 Insurance

The Supplier shall maintain adequate insurance to cover any general liability or product liability he may incur in connection with or as a result of the performance of his obligations pursuant to the Purchase Agreement. Upon demand, the Supplier shall submit all requested certificates of insurance to the Purchaser.

4.2 Supply of Spare Parts

The Supplier guarantees the availability of spare parts for the Products for at least ten (10) years after the last delivery of the Products.

4.3 Liability for Defects; Warranty

The Supplier warrants that the Products comply in every respect with the requirements of the Purchase Agreement, are of good quality and free from any defect in design, materials or workmanship. Any defect appearing within twenty—four (24) months from the date of delivery of the Products (“Warranty Period”), shall be repaired, replaced or reimbursed by the Supplier without delay and without any additional cost to the Purchaser or the end user. With respect to repaired or replaced Products, the warranty period is twelve (12) months from the date of such repair or replacement unless the remaining original Warranty Period is longer and shall thus be applied.

Should the Supplier refuse, or fail, to fulfil his warranty obligation to the Purchaser's satisfaction, within a reasonable period of time, the Purchaser shall be entitled to have repair or replacement carried out at the Supplier's expense. The same right shall accrue to the Purchaser, if in case of urgency the Purchaser acting reasonably finds it inappropriate to wait for the Supplier to carry out the work.

The warranty obligation of the Supplier shall not extend to defects proved to having been directly caused by wrong or negligent operation, lack of maintenance or normal wear and tear.

5 LIABILITIES

5.1 Liability for Damages

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The Supplier shall particularly undertake to fulfil his obligations in respect of the safety, quality and delivery time of the Products. The Supplier shall be liable for any direct damage, cost or loss incurred by the Purchaser due to a defective Product or other breach of the Agreement by the Supplier.

5.2 Indemnification; property damage and personal injury

The Supplier shall indemnify and keep the Purchaser indemnified against losses and claims resulting from property damage or personal injuries which may arise out of or in consequence of the performance of the Purchase Agreement by the Supplier or the Products.

5.3 Indemnification; IPR infringements

The Supplier shall indemnify and keep the Purchaser indemnified against all consequences of any infringement claims on patent rights, trade marks, designs or other immaterial rights, unless the infringement is attributable to the Purchaser's design.

5.4 Confidentiality and IPR

All drawings, technical documents and intellectual property submitted by the Purchaser to the Supplier prior or subsequent to the Purchase Agreement, shall remain the exclusive property of the Purchaser. They may not, without the Purchaser's express written consent, be utilized by the Supplier or copied, reproduced, transmitted or communicated to a third party. The Supplier shall, at the Purchaser's request, immediately destroy or return any copies of the drawings or technical documents held by him. The Supplier shall ensure that no information regarding the Purchase Agreement is brought to the knowledge of any third party without obtaining prior consent thereto from the Purchaser.

6 MISCELLANEOUS

6.1 Notices

Notices related to the Purchase Agreement shall be delivered personally, sent by international courier service or registered mail or e-mailed to their respective addresses set forth in the Purchase Agreement or to any other address of which the parties hereto may have informed to the other party.

6.2 Amendments

Amendments to the Purchase Agreement shall only be made in writing with specific reference to the Purchase Agreement. Any waiver given by either party to the other in any one instance shall not be deemed an amendment of the Purchase Agreement.

6.3 Entire Agreement

The Purchase Agreement and the documents referred to in the Purchase Agreement shall constitute the entire agreement between the parties and it shall precede any other document exchanged between the parties in relation to same subject matter before the date of the Purchase Agreement. No document shall be deemed to be included in the Purchase Agreement without a specific reference. Unless explicitly agreed otherwise in writing, terms and conditions of the Supplier including but limited to the general terms referred to in the Supplier's order confirmation are not applicable on the Purchase Agreement.

6.4 Assignment and Subcontracting

The Supplier may not transfer or assign the Purchase Agreement or any part of it without the prior written consent of the Purchaser. The Purchaser may freely assign the Purchase Agreement or any part thereof to any company belonging to the same group of companies with the Purchaser by giving advance notice thereof to the Supplier.

If the Supplier employs sub-contractors in the performance of the Purchase Agreement, it shall remain liable for actions and omission of its subcontractors as of its own.

6.5 Termination

Unless otherwise agreed, the Purchase Agreement shall remain in force for indefinite period until terminated by either party with twelve (12) months prior written notice.

In addition to any other rights of termination specified in the Purchase Agreement, a party has a right to terminate the Purchase Agreement in the event that the other party is in serious breach of his obligations under the Purchase Agreement and has failed to remedy such breach, if capable of remedy, within thirty (30) days of a written demand thereof. Late delivery or Products failing to meet the quality

requirements or other Specifications shall always be considered a serious breach of the Purchase Agreement.

6.6 Force Majeure

Neither party shall be liable to the other for loss, damage, or delay caused by an event or circumstances (“Force Majeure Event”) that is:

- a) beyond the reasonable control of a party;
- b) materially affects the performance of its relevant obligations; and
- c) could not reasonably have been foreseen or provided against prior to the entry into the Purchase Agreement.

The affected party shall notify the other party of a Force Majeure Event in writing without delay and start reasonable actions to mitigate the effect of the event.

6.7

If any part of the Purchase Agreement is found to be illegal, invalid or unenforceable by operation of law or otherwise such part will be adjusted: (i) only to such extent that it will no longer be found to be illegal, invalid or unenforceable; and (ii) to give effect to the original intent of the parties to the maximum extent possible; and (iii) in such a way as to ensure that all other provisions of the Purchase Agreement will not be affected and remain in full force and effect.

6.8 Applicable law

The Purchase Agreement shall be governed by and construed in accordance with the laws of the domicile of the Purchaser without application of choice of law provisions, unless otherwise is specified in the Purchase Agreement.

6.9 Settlement of Disputes

All disputes shall be reviewed exclusively by the local courts of the domicile of the Purchaser.