

General terms and conditions of sale

1. PREAMBLE

In these general terms and conditions of sale below (the "Conditions") the seller shall mean FinnProfiles Oy (below the "Seller"), the buyer shall mean the company, corporation or person with whom any contract with respect to Seller's products is concluded or with whom the Seller negotiates about possible sale of goods (below the "Buyer"), and the goods shall mean all the products of the Seller (below the "Goods").

These Conditions shall apply to the sale and delivery of Goods between the Seller and the Buyer, unless otherwise expressly agreed in writing with respect to all or part of the provisions contained herein.

These Conditions will override any different or additional terms or conditions contained or referred to in an order form or other document or correspondence from the Buyer, and no addition, alteration or substitution of these Conditions will bind Seller or form part of any contract between the parties unless they are expressly accepted in writing by a person authorized to sign on Seller's behalf. Seller explicitly rejects the applicability of Buyer's (general or specific) purchasing terms and conditions or other relevant conditions.

2. ORDER ACKNOWLEDGEMENT AND FORMATION OF AGREEMENT

Any order sent by the Buyer for certain Goods to Seller will be accepted entirely at Seller's discretion. Any possible acceptance by Seller will take place by means of Seller's order acknowledgement form (hereinafter "Order Acknowledgement").

No offer, obligation or agreement relating to the sale and delivery of the Goods shall be binding upon the Seller, unless accepted and confirmed in writing by the Seller.

Each order that is accepted will, together with the relevant Order Acknowledgement and the Conditions, constitute an individual legally binding agreement between the Seller and the Buyer and such agreement will hereinafter be referred to in these Conditions as the "Agreement".

In case of any conflict between Agreement documents the documents shall be applied in the following order:

- 1) These Conditions
- 2) Order Acknowledgement
- 3) Order

3. PRODUCT INFORMATION

Information given in brochures and other advertising material is only given as guidance and shall not be binding upon the Seller.

4. DELIVERY

Unless otherwise stipulated in Order Acknowledgement the delivery term shall be Ex Works [Vammala/li, Finland] (Incoterms 2000).

The quoted delivery period and delivery date set forth in the Order Acknowledgement are only approximate and shall not be binding upon the Seller.

The Seller shall not be liable for any losses or damages incurred by the Buyer due to delayed delivery.

Notwithstanding the provisions of clause 8 concerning the transfer of the title, the Buyer shall bear all risks of loss of or damage to the Goods from the time they have been delivered in accordance with this clause 4.

The amount of Seller's standard Good's delivered shall be in accordance with the amounts set forth in the packages for such standard Goods. The amount of Goods that have been produced based on drawings, models or other requirements of the Buyer may vary up to 10 % from the amount set forth in the Order Acknowledgement. The basis of payment shall however be the amount actually delivered.

5. INSPECTION

The Buyer has an obligation to promptly inspect the delivery. Upon 5 days after delivery, the Goods shall be deemed to have been accepted by the Buyer as being of the correct number, type, colour, size, packaging, and of visible suitable quality and containing no other visible or otherwise immediately detectable defects, unless the Seller received a written notice from the Buyer within such five (5) day period.

6. PRICES

Except as expressly otherwise provided in Order Acknowledgement, all prices are exclusive of value added tax. In case the value of a delivery under a value specified by the Seller for each product classified as "central warehouse product" in Seller's relevant price list, the Seller may charge a billing charge.

Should, after an Agreement has been concluded and entered into, the raw material prices or other production costs for the Goods increase or should the purchase, production, transport or any other costs relating to the Goods increase due to changes in the rates of exchange, the Seller shall be entitled to revise the price accordingly.

Should, after an Agreement has been concluded and entered into, export or import duties, custom charges, taxes on export, import or delivery or similar duties or charges increase or should new duties, taxes and/or charges be introduced and implemented in respect of the Goods or the conveyance thereof, the Seller shall be entitled to revise the price accordingly.

7. PAYMENT

Except where otherwise stated in writing between the parties, payment shall be made by the Buyer on or before the fourteenth (14th) day after the date of the invoice.

The Seller may at any time, and without further justification, require the Buyer to provide a bank guarantee or other security for payment of the agreed price of performed or future deliveries. The Seller shall be entitled to cancel the Agreement in the event the Buyer does not provide such requested bank guarantee or other security.

If the Buyer is delayed with any payment the Seller shall be entitled to overdue interest calculated from the maturity date until the date of actual payment at the rate stated in the Order Acknowledgement. If the Buyer has not executed the payment within two (2) months from the due date, the Seller shall be entitled to cancel the Agreement with immediate effect by a written notice to the Buyer and to be indemnified by the Buyer for any costs and damage incurred.

8. TITLE

The Seller retains title to all Goods until the Buyer has paid the price in full for such Goods to Seller, but, even though title has not passed, the Seller will be entitled to sue for the price of the Goods once its payment has become due.

9. THE QUALITY OF THE GOODS, DEFECTS

At any time within six (6) months after delivery, Seller will, at its discretion, repair or replace free of charge any defective Goods or grant a reasonable allowance on account of the non-conformity (where the price has been paid and received by the Seller) provided that:

- a) the defects were not (in whole or in part) caused by improper use, and
- b) the defects are found in Seller's reasonable opinion to have arisen solely from Seller's faulty design, workmanship or materials.

The Seller does not assume any responsibility for the Goods being fit for any particular purpose, unless otherwise expressly stated in writing by the Seller.

The Buyer is entitled to make claims with respect to defect only if it can be proved that the Goods were defective when the risk for the Goods passed from the Seller to the Buyer.

The Seller's obligations set forth in this clause 9 are conditional upon the Buyer promptly notifying the Seller of any defects and, if required, promptly making the Goods available for correction. Seller shall be given reasonable opportunity to investigate all claims regarding the Goods and no Goods shall be returned to the Seller until after inspection and approval by the Seller and receipt by the Buyer of written shipping instructions from the Seller.

The Seller's responsibilities in case of defect shall be limited to repairing or replacing the Goods (at the Seller's option), or, at the Seller's option, granting a reasonable allowance on account of the non-conformity. In no other way shall Seller be liable for any damages due to or with respect to a defect.

10. LIABILITY FOR DAMAGE CAUSED BY THE GOODS

The Seller shall be liable for personal injury and damage to property only if it is shown that such injury or damage was caused by gross negligence or wilful misconduct on the part of the Seller or others for whom the Seller is responsible.

To the extent the Seller might incur product liability towards any third party, the Buyer shall indemnify the Seller as far as the Seller's liability has been limited in these Conditions.

11. LIMITATION OF LIABILITY

The amount of damages payable by the Seller to the Buyer with respect to a certain Agreement shall at all times be limited to the value of the Goods delivered and paid under such Agreement.

Notwithstanding any other provision of these Conditions, the Seller shall under no circumstances be liable for loss of production, loss of profit, loss of use or any other consequential damages and/or indirect loss, whatever the cause may be.

12. RETURNS

The Goods that are to be repaired or replaced in accordance with these Conditions shall be sent by the Buyer to a place instructed by the Seller at Buyer's cost and responsibility. The Seller shall deliver the repaired or replaced Goods to the original place of delivery or, provided the freight and other costs don't exceed the original place of delivery, to a place instructed by the Buyer.

13. DRAWINGS, MODELS, TOOLS

Subject to any right of third party(ies) all samples, specifications, drawings, models or other technical documents and other know-how of the Goods or related to the production of the Goods provided by the Seller to the Buyer are and shall at all times remain the sole and exclusive property of the Seller. Buyer shall not have any right to use, copy, assign such documents or know-how or disclose such documents or know-how or any other related technical or commercial information to any third party without the prior written consent of the Buyer.

Subject to any right of third party(ies) all drawings and models of the Goods or related to the production of the Goods provided by the Buyer to the Seller are and shall at all times remain the sole and exclusive property of the Buyer. Unless expressly prohibited in writing by the Buyer, The Seller shall be entitled to present the models and pictures of Goods to third parties.

For avoidance of doubt it is expressly professed herein, that in addition to any and all inventions, knowledge and know-how, works, whether patentable, copyrightable, or protected by any other intellectual property right, or not, developed or generated by the Seller before or in the course of activities under any Agreement, in case any invention, knowledge, know-how or work is created or invented by Seller to achieve the requirements specified by Buyer, such shall be invention, knowledge, know-how or work of the Seller.

The Seller and the Buyer shall separately agree on tools to be acquired by the Seller in order to manufacture Buyer specific Goods. Such tools shall be the property of the Seller. The Buyer shall however pay a part of the costs of such tools in advance as separately agreed between the parties. The Seller may charge for such tools not earlier than in connection with the first delivery of relevant Goods or if it becomes obvious in Seller's reasonable opinion that the Buyer will not possibly order the relevant Goods in reasonable time, at Seller's discretion. The Buyer shall pay for the tools accordingly. The Seller shall, notwithstanding any other provision of these Terms and without prejudice to Seller's other rights, be entitled to, without any compensation to the Buyer, use such tools and relevant documentation at its discretion for any purpose.

In case the Buyer does not order relevant Goods within twelve (12) months from the original agreement by the parties for acquiring such tools or from previous order by Buyer for relevant Goods, dispose off such tooling.

14. IPR INDEMNIFICATION

The Buyer represents and warrants that the Goods that are based on Buyer's or Buyer's customer's or other associate's drawings, models or other requirements do not infringe any intellectual property right of any third party and that there does not exist other restrictions that would prohibit the production and/or sale of such Goods. Should the Buyer become aware of any such potential infringement or restriction the Buyer shall notify the Seller forthwith. Notwithstanding the above the Buyer shall always indemnify and hold the Seller harmless from any cost, loss or damage arising out of any claim, demand, suit or proceedings against the Seller to the extent such demand, suit or proceeding alleges that Good based on Buyer's or Buyer's customer's or other associate's drawings, models or other requirements infringes upon any intellectual property right of any third party or other restriction mentioned above.

15. TOLERANCE

The tolerances used apply to the classification DIN 7715; with respect to the cellular rubber the class is E3, with respect to hard rubber the class is E2 and with respect to silicone and TPE the class is E1.

16. RELIEF OF LIABILITY (FORCE MAJEURE)

The Seller shall be relieved of liability for complete or partial non-performance of its obligations under Agreement if this non-performance is due to circumstances of force majeure which have arisen after Agreement was formed as a result of events beyond the Seller's control including, but not limited to, wars, whether declared or not, civil wars, riots, revolutions, acts of piracy, acts of sabotage, natural disasters, explosions, fires, destructions of machines, boycotts, strikes, lock-outs, occupations of factories and premises, work stoppages, requisitions, confiscations, embargoes, expropriations, defaults of suppliers or sub-contractors, currency restrictions, export or import bans, discontinuance of adequate means of transport, general shortages of raw material, defects in the machinery, raw material restrictions, energy supply restrictions.

17. GOVERNING LAW

The relation of the Parties and These Terms shall be governed by Finnish law. The application of the United Nations Convention on Contracts for the International Sale of Goods does not apply and is excluded.

Any and all disputes that may arise between the Parties shall be finally settled in arbitration in accordance with the Rules of Arbitration of the Finnish Central Chamber of Commerce. Arbitration shall be conducted in Helsinki, Finland, in the English language. Notwithstanding the foregoing, the Seller shall, at its own discretion, have the right to initiate legal proceedings against the Buyer in any competent court of law for the purpose of collecting unpaid fees or other payments under this Agreement.