

## **FP FINNPROFILES OY GENERAL TERMS AND CONDITIONS OF SALE**

### **1. PREAMBLE**

In these general terms and conditions of sale below ("Conditions"), the seller shall mean FP Finnprofiles Oy (below "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 "Buyer"), and the goods shall mean all the products of the Seller (below "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 shall bind the Seller or form part of any contract between the parties unless they are expressly accepted in writing by a person authorized to sign on the Seller's behalf. The Seller explicitly rejects the applicability of the Buyer's (general or specific) purchasing.

### **2. ORDER ACKNOWLEDGEMENT AND FORMATION OF AGREEMENT**

Any order sent by the Buyer for certain Goods to the Seller shall be subject to the Seller's acceptance at the Seller's sole discretion. Any possible acceptance by the Seller shall take place by means of the 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 shall, together with the relevant Order Acknowledgement and the Conditions, constitute an individual legally binding agreement between the Seller and the Buyer, and such agreement shall hereinafter be referred to in these Conditions as the "Agreement". In the event of any conflict between the 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 the Order Acknowledgement, the delivery term shall be Ex Works [Vammala/li, Finland] (Incoterms 2010). 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 indirect or consequential losses or damages incurred by the Buyer due to delayed delivery. Notwithstanding the provisions of clause 8 concerning transfer of 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 the Seller's standard Goods 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. The Goods shall be deemed to have been accepted by the Buyer as being of the correct number, type, colour, size, packaging, and of visibly suitable quality and containing no other visible or otherwise immediately detectable defects, unless the Buyer within five (5) days from the delivery provides the Seller with a written notice specifying the causes that prevent the acceptance from taking place.

### **6. PRICES**

Except as expressly otherwise provided in the Order Acknowledgement, all prices are exclusive of value added tax. In the event that the value of a delivery under a value specified by the Seller for each product is classified as a "central warehouse product" in the 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 that the Buyer does not provide such requested bank guarantee or other security. If the Buyer delays 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 be indemnified by the Buyer for any costs and damage incurred.

### **8. OWNERSHIP OF PRODUCTS**

The Seller shall own all Products until the Buyer has paid the Products in full to the Seller. The Seller shall have the right to file a law suit in relation to any unpaid amount after the due date, regardless of whether the ownership has been transferred.

### **9. THE QUALITY OF THE GOODS, DEFECTS**

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At any time within six (6) months after delivery, the Seller shall send new Goods free of charge to compensate 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 the Seller's reasonable opinion to have arisen solely from the 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 prove 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. The 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 the event 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 the 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 willful 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 the 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 a third party, 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. The Buyer shall not have any right to use, copy, or 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 a third party, 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, know-how, and 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 the event that any invention, knowledge, know-how or work is created or invented by the Seller to achieve the requirements specified by the Buyer, such shall be the 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 either in advance or in connection with the delivery of relevant Goods at the Seller's discretion. The Buyer shall pay for the tools accordingly. The Seller shall, notwithstanding any other provision of these Conditions and without prejudice to the 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 the event that the Buyer does not order relevant Goods within three (3) years from the original agreement by the parties for acquiring such tools, or from the previous order by the Buyer for relevant Goods, the Seller shall have the right to take the tools into its possession or dispose of such tools.

### **14. IPR INDEMNIFICATION**

The Buyer represents and warrants that the Goods that are based on the Buyer or the Buyer's customers 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 Goods based on the Buyer or the Buyer's customers or other associate's drawings, models or other requirements infringes upon any intellectual property right of any third party or other restriction mentioned above.

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**15. TOLERANCE**

The tolerances used apply to the classification ISO 33021; with respect to 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 the Agreement if this non-performance is due to circumstances of force majeure which have arisen after the 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, pandemic, 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 Conditions shall be governed by Finnish law. Any dispute, controversy or claim arising out of or relating to these Conditions, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Rules of the Arbitration Institute of the Finland Chamber of Commerce.

The place of arbitration is Helsinki, Finland. The arbitral tribunal is composed of one arbitrator.