

GENERAL CONDITIONS OF SALE OF CUPORI OY

PREAMBLE

1. These General Conditions of Sale of Cupori Oy ("the General Conditions") shall apply to all sales of products manufactured by Cupori Oy ("the Seller"). Unless specifically otherwise agreed in writing by the Seller and the purchaser ("the Purchaser"), these General Conditions prevail over any terms or conditions contained or referred to in the Purchaser's order, in the correspondence between the Purchaser and the Seller or implied by trade custom or course of dealing or in any other way.

2. All inquiries concerning the deliveries and orders are to be addressed to: Cupori Oy, Kuparitie, P.O. BOX 60, 28101 Pori, Finland.

EXCHANGE OF INFORMATION BEFORE THE CONCLUSION OF CONTRACT

3. Any offers made by the Seller are not binding and are considered to only be marketing information given by the Seller. The entering into a binding contract is described in clause 5.

4. The weights and dimensions of the products and other data included in the documents given by the Seller to the Purchaser shall not be binding upon the Seller, save to the extent that they are included in the sales contract concluded by the parties.

CONCLUSION OF A SALES CONTRACT

5. The parties shall conclude a written sales contract ("the Contract"). If the Parties have not concluded a separate written sales contract, the Contract shall be deemed to be concluded when, after the receipt of an order from the Purchaser, the Seller has confirmed the acceptance of the order by sending a written order confirmation to the Purchaser. In such a case the Contract is deemed to follow the terms of the Seller's order confirmation and the terms mentioned in such confirmation shall be binding upon both parties and they shall prevail over these General Conditions.

SPECIFICATIONS

6. The products to be delivered by the Seller are defined by the product specifications set forth in the Contract.

PRICES

7. The prices of the products to be delivered by the Seller shall be the prices defined in the Seller's price list current at the time the Seller hands over the products to the Purchaser, unless otherwise agreed in writing. The prices included in the price lists, offers, written sales contracts or order confirmations of the Seller do not include any taxes,

customs duties or other charges levied or collected outside of the Seller's country. All such taxes, duties or charges shall be borne by the Purchaser, unless otherwise agreed in writing. Value added tax is not included in the prices regardless of the country where it may be levied. The Seller shall invoice the Purchaser for any applicable value added tax.

8. The Seller has the right to request an advance payment from the Purchaser. If the Seller has required an advance payment, the Seller is not obligated to begin the delivery, including the manufacturing of the products, until it has received the advance payment in full.

QUANTITIES TO BE DELIVERED

9. The quantity of the products defined to be delivered shall be considered approximate, and the delivered quantity is allowed to deviate from the quantity stated in the Contract by plus/minus twenty (20) per cent.

10. The Seller shall determine the quantity of the products to be delivered at the Seller's works and invoicing shall be based on the Seller's determination.

DELIVERY AND TRANSFER OF LIABILITY OF RISK

11. The delivery terms are defined in the Contract, and they shall be interpreted in accordance with Incoterms 2010, except where inconsistent with any of the provisions contained in these General Conditions. If no delivery term is defined in the Contract, the products shall be delivered Ex Works at the Seller's works (Incoterms 2010).

12. The liability for risk is transferred to the Purchaser when the products have been handed over to the Purchaser in accordance with the delivery term.

13. If the products are not handed over at the right time due to reasons attributable to the Purchaser, the liability for risk shall be transferred to the Purchaser when the Seller has performed what the handover requires from the Seller, and the Purchaser has been notified of this in writing.

TIME OF DELIVERY

14. The Seller shall provide an estimated delivery time for the products in the Contract. This shall be approximate and non-binding on the Seller.

The Seller shall notify the Purchaser in writing of the date on which the products shall be ready for delivery at the latest seven (7) days before the said date (binding delivery time).

15. If the products cannot be delivered to the Purchaser at the binding delivery time notified by the Seller in accordance with clause 14 due to a reason attributable to the Seller, the Purchaser is entitled to a liquidated damages

amounting to 0,25 % of the purchase price (excluding any taxes, customs duties or other charges and value added tax) of the delayed products for each full week of delay, however only to a maximum total of five (5) weeks. The Seller's liability for a delayed delivery is limited solely to such liquidated damages and the Purchaser shall not be entitled to any other compensation for the delay.

16. If the delay in delivery attributable to the Seller described in clause 15 is more than five (5) full weeks, the Purchaser shall have the right to terminate the Contract by a notice in writing to the Seller. The Purchaser must give such notice of termination within seven (7) days from the end of such five (5) week period. The termination cannot, however, be made in respect of products the delivery, including manufacturing, of which has advanced so far that the Seller cannot use them for any other order.

17. Should the delivery, including manufacturing of the products, be delayed by any circumstances mentioned in clause 29 or by an act or omission of the Purchaser or otherwise due to a reason attributable to the Purchaser, the Seller shall be granted such an extension of delivery time as is reasonable having regard to all the circumstances of the case. If the delivery, including manufacturing of the products, is delayed by an act or omission of the Purchaser or otherwise due to a reason attributable to the Purchaser, the Seller shall have the right to receive damages from the Purchaser for losses arising from the delay in delivery.

PAYMENT

18. The Purchaser shall make payments to the Seller in the manner and by the due dates set out in the Seller's invoice or agreed in the Contract without any deduction. If the Purchaser delays in making any payment, the Seller may postpone the fulfilment of its own obligations until such payment is made and recover delay interest on the sum due from the time fixed for payment at the rate of Section 4 a of the Finnish Interest Act, without prejudice to any other rights or remedies available to the Seller. All payments shall be made in the currency specified in the Contract.

TRANSFER OF OWNERSHIP

19. The delivered products shall remain property of the Seller until all payments set out in the Contract have been received by the Seller in full.

PACKING

20. If the Purchaser has any special requirements as to the packing of the products, those are to be presented to the Seller before concluding the Contract. If not otherwise agreed in writing, the products will be packed in the Seller's standard packages.

ACCEPTANCE, INSPECTION AND CLAIMS

21. The Purchaser is deemed to have accepted the quantity, quality, condition, packing, and marking of the delivered products, unless the Purchaser has given notice to the Seller in writing within eight (8) days from the date the products arrive at the Purchaser's or its representative's facilities.

22. If the Purchaser wishes to inspect the products before the delivery, such inspection shall be agreed upon at the latest at the time of concluding the Contract. The inspection shall take place at the Seller's works at the latest eight (8) days after the Seller has informed the Purchaser that the products are ready for inspection. The Purchaser performs the inspection at its own cost and risk. The Purchaser shall issue a report of inspection including all its remarks concerning the products to the Seller within eight (8) days from the date of inspection. Otherwise the Purchaser is deemed to have accepted the products.

23. The Seller's liability after the delivery of products shall be limited to what is stated in clauses 24-28 herein.

LIMITED GUARANTEE

24. Subject to the limitations stated below, the Seller guarantees that the products delivered to the Purchaser will be free from defects resulting from faulty materials or workmanship. This guarantee shall, however, apply only to defects and nonconformities which appear and have been notified in writing to the Seller during the period of twelve (12) months from the date of delivery.

25. If the Purchaser wishes to invoke the guarantee given in clause 24, it shall notify the Seller in writing immediately upon discovery of any defect within the guarantee period. If the Seller confirms that the defect falls under the guarantee, the Seller shall, on receipt of the notification, at its sole discretion choose to either (i) repair the defective product after having it returned to the Seller, (ii) replace the product within a reasonable time (on the same delivery terms as the original delivery), or (iii) repay or credit the Purchaser for the invoice price or part thereof (including freight). The Seller's liability for defects in products is limited to remedies referred to in the list marked (i)-(iii) above. The products confirmed to be defective by the Seller shall be returned upon the Seller's request to the Seller at the Seller's expense. This is the sole guarantee given by the Seller. No other warranties, express or implied, including but not limited to fitness for a particular purpose and merchantability, are made or will be deemed to have been made by the Seller.

26. The Purchaser shall bear the sole responsibility for determining the suitability of the products for the Purchaser's intended use.

27. The Seller shall in no event be liable for defects or faults resulting from i) normal wear and tear of the products; ii) incorrect use, transportation, storage or maintenance of the products; iii) external factor or use which does not fall under

normal purpose or conditions of use of the products as stated by the Seller; iv) failure to comply with terms of use, maintenance or warranty or other instructions provided by the Seller; v) incorrect or insufficient information provided by the Purchaser to the Seller; vi) the structure, onto or into which the products have been fixed, attached, connected or installed, not being designed or constructed in compliance with applicable laws, regulations and orders of authorities or good construction or installation methods and practices; or vi) negligence or carelessness of the Purchaser or other reason attributable to the Purchaser (e.g. act of the Purchaser's own supplier or contracting party).

LIMITATION OF LIABILITY

28. The Seller shall in no event be liable for any incidental, indirect or consequential loss or damage, included but not limited to loss of profit, loss of production, loss of use of the delivered products or any other property, cost of capital, downtime costs, damage to plant or property, personal injury and claims from the Purchaser's customers or any third party.

In any case, the Seller's overall liability, including possible liquidated damages, under the Contract is always limited to an amount corresponding to 15 % of the total purchase price (excluding any taxes, customs duties or other charges and value added tax) of the Contract.

The limitations of liability agreed in this clause 28 shall not apply if the Seller has caused damage intentionally or by a grossly negligent action or by a breach of clause 34 of these General Conditions.

FORCE MAJEURE

29. Either party's delay in or failure to carry out its duties under the Contract shall not be deemed a default and/or breach of the contract if such delay is caused by force majeure. Force majeure is regarded acts of nature, fire, war, government restrictions such as export controls, sanctions or other applicable restrictive measures, labour disputes, delays in deliveries by subcontractors, damages at the Seller's works, breakage or loss during transportation or storage, and any other reasons which are beyond the control of the affected party, whether similar or dissimilar to those expressly mentioned. The party affected by force majeure shall without delay inform the other party at the force majeure's commencement with an indication of the force majeure's probable duration, and also notify the other party when the force majeure ends.

OTHER PROVISIONS

30. The Seller has the right to use subcontractors when performing its duties.

31. Unless otherwise agreed in writing, intellectual property rights to the products or related materials will not be

transferred to the Purchaser, with the exception of the right of ownership of the products.

32. If the Purchaser becomes insolvent, goes into receivership, is adjudged bankrupt or becomes subject of dissolution, liquidation or bankruptcy proceedings or applies for judicial or extra-judicial settlement with its creditors or makes an assignment for the benefit of its creditors or is threatened by measures such as listed above, or its financial status has substantially deteriorated, the Seller may, at its sole discretion without prejudice to any of its other rights, stop any products in transit and/or suspend further deliveries and/or, by written notice to the Purchaser, terminate the Contract.

Each contracting party may terminate the Contract completely or partly if the other party has substantially or repeatedly breached the Contract and has failed to remedy the breach within 14 days of written notice from the other party. However, the Purchaser may not terminate the Contract in respect of products the delivery, including manufacturing, of which has advanced so far that the Seller cannot use them for any other order.

33. The Seller's failure at any time to require strict performance by the Purchaser of any of the provisions herein shall not waive or diminish the Seller's right to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

34. The parties undertake to keep secret confidential materials and information that they receive from each other and undertake not to use the materials and information for purposes other than those laid down in the Contract. Disclosure of information to an authority or other third party on the basis of a mandatory official order shall not be deemed a violation of the confidentiality obligation.

The Seller may use the Contract and the Purchaser's name in marketing materials without the Purchaser's consent.

The obligations laid down in this clause 34 shall remain in force also after the contract period.

35. Without the other party's written consent, either of the parties does not have the right to assign the Contract to a third party, even in part.

36. All amendments to the Contract, including but not limited to the products, product specifications, delivery time and method, shall be made in writing and confirmed by the parties' signatures in order to be valid and binding. Amendments made in electronic format shall also be deemed amendments in writing.

37. Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance

with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of the arbitration shall be Helsinki, Finland. The language of the arbitration shall be English. Notwithstanding the aforementioned, the Seller shall have the right to submit a claim for precautionary measures, injunction or other equivalent measures or a claim for payment to the competent court of the Seller's or the Purchaser's domicile or to any other court of jurisdiction.

The Contract, the deliveries made by the Seller and these General Conditions shall be governed in all respects by the laws of Finland, excluding the Convention on Contracts for the International Sale of Goods (CISG) and all choice of law provisions.

38. The Purchaser shall to the best of its ability co-operate with the Seller to ensure the fulfillment of the Contract as agreed. In case the Purchaser becomes aware of a circumstance which may affect the fulfillment of the Contract as agreed, it shall notify the Seller in writing without delay.

The Purchaser is always solely responsible for the correctness and completeness of all information it has provided the Seller. The Purchaser is obligated to provide accurate and sufficient information to the Seller free of charge and without delay so that the Seller can fulfill the delivery of the products as agreed and in compliance with applicable laws, regulations and orders of the authorities, including but not limited to relevant documentation and certificates relating to applicable export control laws, regulations, sanctions and restrictions. The information must be provided in writing and/or electronically in a form requested by the Seller and in compliance with applicable laws, regulations and orders of the authorities.

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