

## STALATUBE OY - GENERAL CONDITIONS OF SALE

### 1. Contracts

1.1 All the Seller's sales are governed by the following terms and conditions with the exception of conditions specially expressed in writing.

1.2 The contract comprises a possible written contract or an offer, an unconditional order, a Seller's confirmation of the order, these general conditions and Incoterms in force on the time of the confirmation of the order. In case of discrepancy between the contract documents they will prevail in the order mentioned above.

1.3 The contract documents listed above embodies the entire understanding between the parties hereto relating to the subject matter hereof and there are no understandings, representations or warranties of any kind, oral or written, except for what is expressly said forth therein.

### 2. Prices

2.1 Prices are those confirmed by the Seller in an order confirmation.

2.2 The prices in a pricelist are binding only if they are expressly referred to in the contract or the offer.

2.3 All prices are subject to increase to reflect any increases in import duties and taxes applicable to the Seller or the products that are adopted or become effective after earliest of the date of Seller's offer, the Buyer's order, or the most recent price list, and will be invoiced with the price of the products. The Seller will use reasonable efforts to notify the Buyer of any such increases. This section 2.3 will prevail over other provisions of these terms and conditions, and shall apply irrespective of the applicable delivery term.

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2.4 Payment shall be made cash net without any kind of reduction, according to conditions of contract and at the fixed terms.

2.5 The Seller does not commit himself to accept bills of exchange. In case he receives bills of exchange or cheques, the Buyer's debt shall not be paid until the amount thereof has been collected.

2.6 On demand of the Seller, the Buyer must give security for a correct payment.

2.7 If the Buyer fails to receive the delivery of the goods on due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.

2.8 Amounts overdue for payment will entitle the Seller to charge the Buyer interest. Such interest shall be calculated on a day-to-day basis on the amount outstanding from the date of maturity until paid at a rate 7 % above three month's Euribor rate on the date of the contract.

### **3. Formal acceptance**

3.1 Should an inspection take place before the delivery it shall be done at the factory or the warehouse of the Seller. The inspection shall take place within the 15 days following the date when the Buyer or an Agent appointed by the Buyer as the case may be, has been informed that the merchandise is ready for inspection. In case the merchandise is not inspected within the afore mentioned period, the merchandise shall be deemed as finally accepted.

### **4. Delivery**

4.1 The valid weights are those given by the Seller.

4.2 Quantities shall be invoiced as measured by the Seller. The tolerances in quantity will be  $\pm$  10 %.

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4.3 The Seller shall not be liable for any compensation because of late delivery except otherwise expressly agreed upon by the parties in writing.

4.4 Delivery date is understood to be the date when the merchandise is ready for shipment from the warehouse of the Seller, or from the factory where the Seller has placed the order.

4.5 In case of partial deliveries an invoice will be necessary for each expedition. In case of force majeure, as for example war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's control, the Seller reserve the right to postpone delivery until disappearance of causes or effects of force majeure. The Seller also reserves the right alternatively to cancel the order partly or the totally.

4.6 The invoice will be dated the day the goods are shipped from the warehouse of the Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.

4.7 The seller reserves the title to and property in goods delivered until full payment thereof.

4.8 Unless otherwise agreed here upon, the term "Ex Works" shall apply.

## 5. Shipping

5.1 In case of no special instructions from the Buyer, the Seller shall decide means and route of transportation, on behalf of the Buyer and on the Buyer's account.

## 6. Claims and liabilities

6.1 The Buyer undertakes to examine the merchandise immediately after the arrival in the manner which is possible when taking into account the resale of the material.

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6.2 Only the claims made in writing will be considered and only if they are made during a period of eight days after reception of the material. The claim must state the grounds for the claim, and the extent of damage or defects.

6.3 Any claim does not give the Buyer the right to refrain from due payment.

6.4 Any claim based on the examination as stated in the clause 6.1 here-above or any defect which could have been noticed in the examination must be made within a period expiring 30 days after the delivery date of the goods.

## **7. Liability for defects**

7.1 Subject as hereinafter set out, the Seller undertakes to remedy any defect resulting from materials' non-conformity with the expressed specifications of the contract. The Seller does not guarantee the suitability of the merchandise for any certain use or purpose which the Buyer has got. The guarantee period shall be 12 months from the date of installation into the application where the material is intended, however not more than 18 months from the delivery date. The date of installation must be confirmed in writing signed by the end user.

7.2 The claim must be made in writing within the above-mentioned period.

7.3 The Seller reserves the right to repair the damage by supplementary delivery and by reducing the invoice amount.

## **8. Consequential losses and limitation of liability**

8.1 The Seller has no liability for damage or loss brought upon the Buyer as a consequence of the further use of the material, so as direct or indirect production loss, wages, fines, freight, price difference, compensation, estimated profit or compensation for damages that the materials has inflicted upon persons or things. Compensation for damages is always limited to the amount of the invoice pertaining to the merchandise in question.

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## 9. Applicable law

9.1 This agreement and these General Conditions of Sale shall be governed by and construed in accordance with the laws of Finland.

## 10. Jurisdiction

10.1 Any dispute arising out of or in connection with the contract shall be decided by the competent court of the Seller. However, if the Seller is a plaintiff he shall also be entitled to sue the Buyer the court having jurisdiction over the registered office of the latter.

# STALATUBE B.V. - GENERAL CONDITIONS OF SALE

## 1. Contracts

1.1 All the Seller's sales are governed by the following terms and conditions with the exception of conditions specially expressed in writing.

1.2 The contract comprises a possible written contract or an offer, an unconditional order, a Seller's confirmation of the order, these general conditions and Incoterms in force on the time of the confirmation of the order. In case of discrepancy between the contract documents they will prevail in the order mentioned above.

1.3 The contract documents listed above embodies the entire understanding between the parties hereto relating to the subject matter hereof and there are no understandings, representations or warranties of any kind, oral or written, except for what is expressly said forth therein.

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## 2. Prices

2.1 Prices are those confirmed by the Seller in an order confirmation.

2.2 The prices in a pricelist are binding only if they are expressly referred to in the contract or the offer.

2.3 Payment shall be made cash net without any kind of reduction, according to conditions of contract and at the fixed terms.

2.4 The Seller does not commit himself to accept bills of exchange. In case he receives bills of exchange or cheques, the Buyer's debt shall not be paid until the amount thereof has been collected.

2.5 On demand of the Seller, the Buyer must give security for a correct payment.

2.6 If the Buyer fails to receive the delivery of the goods on due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.

2.7 Amounts overdue for payment will entitle the Seller to charge the Buyer interest. Such interest shall be calculated on a day-to-day basis on the amount outstanding from the date of maturity until paid at a rate 7 % above three month's Euribor rate on the date of the contract.

## 3. Formal acceptance

3.1 Should an inspection take place before the delivery it shall be done at the factory or the warehouse of the Seller. The inspection shall take place within the 15 days following the date when the Buyer or an Agent appointed by the Buyer as the case may be, has been informed that the merchandise is ready for inspection. In case the merchandise is not inspected within the aforementioned period, the merchandise shall be deemed as finally accepted.

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#### 4. Delivery

4.1 The valid weights are those given by the Seller.

4.2 Quantities shall be invoiced as measured by the Seller. The tolerances in quantity will be  $\pm$  10 %.

4.3 The Seller shall not be liable for any compensation because of late delivery except otherwise expressly agreed upon by the parties in writing.

4.4 Delivery date is understood to be the date when the merchandise is ready for shipment from the warehouse of the Seller, or from the factory where the Seller has placed the order.

4.5 In case of partial deliveries an invoice will be necessary for each expedition. In case of force majeure, as for example war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's control, the Seller reserve the right to postpone delivery until disappearance of causes or effects of force majeure. The Seller also reserves the right alternatively to cancel the order partly or the totally.

4.6 The invoice will be dated the day the goods are shipped from the warehouse of the Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.

4.7 The seller reserves the title to and property in goods delivered until full payment thereof.

4.8 Unless otherwise agreed here upon, the term "Ex Works" shall apply.

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## 5. Shipping

5.1 In case of no special instructions from the Buyer, the Seller shall decide means and route of transportation, on behalf of the Buyer and on the Buyer's account.

## 6. Claims and liabilities

6.1 The Buyer undertakes to examine the merchandise immediately after the arrival in the manner which is possible when taking into account the resale of the material.

6.2 Only the claims made in writing will be considered and only if they are made during a period of eight days after reception of the material. The claim must state the grounds for the claim, and the extent of damage or defects.

6.3 Any claim does not give the Buyer the right to refrain from due payment.

6.4 Any claim based on the examination as stated in the clause 6.1 here-above or any defect which could have been noticed in the examination must be made within a period expiring 30 days after the delivery date of the goods.

## 7. Liability for defects

7.1 Subject as hereinafter set out, the Seller undertakes to remedy any defect resulting from materials' non-conformity with the expressed specifications of the contract. The Seller does not guarantee the suitability of the merchandise for any certain use or purpose which the Buyer has got. The guarantee period shall be 12 months from the date of installation into the application where the material is intended, however not more than 18 months from the delivery date. The date of installation must be confirmed in writing signed by the end user.

7.2 The claim must be made in writing within the above-mentioned period.

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7.3 The Seller reserves the right to repair the damage by supplementary delivery and by reducing the invoice amount.

## **8. Consequential losses and limitation of liability**

8.1. The Seller has no liability for damage or loss brought upon the Buyer as a consequence of the further use of the material, so as direct or indirect production loss, wages, fines, freight, price difference, compensation, estimated profit or compensation for damages that the materials has inflicted upon persons or things. Compensation for damages is always limited to the amount of the invoice pertaining to the merchandise in question.

## **9. Applicable law**

9.1 This agreement and these General Conditions of Sale shall be governed by and construed in accordance with the laws of Netherlands.

## **10. Jurisdiction**

10.1 Any dispute arising out of or in connection with the contract shall be decided by the competent court of the Seller. However, if the Seller is a plaintiff he shall also be entitled to sue the Buyer the court having jurisdiction over the registered office of the latter.

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## STALATUBE OY - GENERAL CONDITIONS OF SALE FOR SALES TO PURCHASERS LOCATED IN THE UNITED STATES

### 1. Contracts

1.1 All sales of products by Stalatable Oy or its affiliates to ("Seller") purchasers located in the United States (each, a "Buyer") are governed by the following terms and conditions.

1.2 The contract between Seller and a Buyer (the "Contract") comprises Seller's written order confirmation, these general conditions and Incoterms in force at the time of Seller's quotation. Additional or different terms or conditions proposed by Buyer (including any additional or different terms provided in a Buyer purchase order or other document) are hereby rejected and shall be void and of no effect unless specifically accepted in writing by Seller. Agents and sales representatives of Seller have no authority to make any representations not included herein, and any such representations should not be relied on by Buyer. In the event of any inconsistency between these terms and conditions and the terms of the Seller's written confirmation, these terms and conditions will prevail, unless otherwise stated in the Seller's confirmation.

1.3 The Contract shall be the exclusive agreement between the parties for the Products, subject to the terms and conditions herein. Any prior or contemporaneous understandings, agreements, and representations, oral or written, are superseded by the terms and conditions included in the Contract. No modification to the Contract shall be valid unless in writing and signed by Seller.

### 2. Prices

2.1 Prices are those confirmed by the Seller in its written order confirmation.

2.2 If the Seller has furnished a price list to Buyer, the prices in the price list are binding only if they are expressly referred to in the Contract or the offer.

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2.3 All prices are subject to increase to reflect any increases in import duties and taxes applicable to the Seller or the Products that are adopted or become effective after the earliest of the date of Seller's quotation, Buyer's order (where accepted by Seller in writing), or the most recent price list, and will be invoiced with the price of the Products. The Seller will use reasonable efforts to notify Buyer of any such increases. This section 2.3 will prevail over other provisions of these terms and conditions, and shall apply irrespective of the applicable delivery term.

2.4 Payment shall be made in cash, net, without setoff or deduction of any kind, in accordance with the Contract.

2.5 The Seller has no obligation to accept bills of exchange or checks. In the event that Seller determines, in its sole discretion, to accept any bill of exchange or check, payment shall not be deemed received until Seller has received the cash proceeds thereof.

2.6 If at any time Seller deems itself insecure with respect to Buyer's financial condition, Seller may, as a condition of any further obligation under this Contract, demand, and Buyer will furnish to Seller, an irrevocable letter of credit or other security for Buyer's performance satisfactory to Seller.

2.7 If Buyer fails to receive the delivery of the goods at the estimated time provided by the Seller, Buyer shall nevertheless make any payment conditional on delivery as if delivery had taken place.

2.8 Without limiting any other right or remedy, overdue amounts will bear interest at a rate per annum equal to the three month Euribor rate on the date of the Contract plus seven percent (7%), or if less, the maximum rate permitted by applicable law.

### **3. Inspection prior to Delivery**

3.1 Buyer shall have the right to inspect the Products prior to delivery. Any such inspection shall be done at the factory or the warehouse of the Seller. The inspection shall take place

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within 15 days following the date when Buyer or an agent appointed by Buyer, as the case may be, has been notified in writing that the Products are ready for inspection. If the Products are not inspected within the aforementioned period, the Products shall be deemed finally accepted by Buyer.

#### **4. Delivery**

4.1 The weights given by the Seller for shipments of Products shall be conclusive.

4.2 Quantities of Products shall be invoiced as measured by the Seller. The permitted variances in quantity will be  $\pm 10\%$ .

4.3 Unless the parties agree otherwise in writing, all delivery times are estimates only, in no event shall Seller be liable for any delay in delivery or assume liability in connection with shipment or delivery Seller shall not be liable for any damages, costs or expenses because of late delivery unless otherwise expressly agreed upon by the parties in writing.

4.4 For contracts for which the applicable delivery term is DDP (Incoterms 2020), the date of delivery of the Products shall be the date when the Products arrive at the stated destination in the United States. Where other delivery terms are used, the date of delivery will be determined in accordance with the applicable term and specified in the Contract.

4.5 Seller may make partial deliveries of an order. In such case, each partial delivery will be invoiced separately.

4.6 The invoice will be dated the day the Products are shipped from the warehouse of Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.

4.7 Seller reserves the title to and property in goods delivered until full payment thereof.

4.8 Unless otherwise agreed by the parties in writing, the term FCA (Incoterms 2020) shall apply.

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## 5. Shipping

5.1 Unless Buyer provides shipping instructions to Seller at least 8 days in advance of the anticipated shipment date, Seller shall decide means and route of transportation, on behalf of Buyer and on Buyer's account.

## 6. Claims and liabilities

6.1 Buyer agrees to examine the Products immediately after arrival, to the extent reasonable, taking into account the anticipated resale of the material.

6.2 Any claims for damage, defects or shortage must be made in writing within eight (8) days after Buyer's receipt of the Products. The claim must state the grounds for the claim, and the extent of damage or defects.

6.3 No claim shall excuse or limit Buyer's obligation to pay for the Products in a timely manner.

6.4 Any claim based on the examination referred to in clause 6.1 above or any defect that could have reasonably have been detected in the course of such an examination must be made within a period expiring 30 days after the delivery date of the goods.

## 7. Warranties

7.1 Seller warrants that the Products will, under normal use and handling, comply with Seller's specifications as set forth in the Contract. Seller will, as its sole and exclusive obligation and liability, and Buyer's sole and exclusive right and remedy, repair or replace any Product that fails to satisfy the foregoing warranty during the warranty period hereinafter stated, or, at Seller's option, grant a credit or partial refund to reflect any reduction in value of the non-confirming Product, as reasonably determined by Seller. The foregoing warranty shall run for a period equal to the shorter of (a) twelve (12) months from the date of installation of the Product in the application for which it is used, or (b) eighteen (18) months after the date of delivery to

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Buyer. The date of installation must be confirmed in writing signed by the end user and such confirmation must be submitted with the warranty claim.

7.2 The claim must be made in writing and submitted to Seller within the warranty period set forth above.

7.3 Seller shall have no obligation under the above or otherwise, and Seller's warranty does not apply, if: (a) the Product includes specialized, modified, or customized items meeting the specifications provided by Buyer; or (b) the defect or nonconformity is caused by, or results from, accident, abuse, misuse, negligence, misapplication, fire, earthquake, flood, other force majeure event, or unauthorized repairs or modifications.

7.4 EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE IN THIS SECTION 7, SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

7.5 Buyer shall be solely responsible for determining the suitability, adequacy and appropriateness of the Products for its or its end user's intended use or application. In the event that Seller or any agent thereof shall make or provide any suggestion, recommendation, identification of a particular model, information as to a potential alternative model or other advice or information for Buyer's consideration in selecting Products or particular models, such information is provided for reference purposes only and shall not limit or affect Buyer's responsibility under the preceding provisions of this Section 7.5, or expand or modify Seller's warranty above in this Section 7 or Seller's obligations or liabilities under the Contract or otherwise.

## 8. Consequential losses and limitation of liability

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8.1 IN NO CASE SHALL SELLER BE LIABLE TO BUYER OR ANYONE ELSE FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER, IN CONNECTION WITH OR RELATING TO THE CONTRACT OR THE PRODUCTS, UPON ANY BASIS OR THEORY OF LIABILITY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE LOSS OR DAMAGE IS CAUSED BY SELLERS' OWN NEGLIGENCE OR FAULT. IN NO EVENT WILL SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCT PAID TO SELLER.

## 9. Applicable law

9.1 The Contract and these General Conditions of Sale shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

## 10. Force Majeure

10.1 Without limiting any other provision of the Contract, Seller shall have no liability for failure to deliver or other failure to perform to the extent attributable to force majeure, including, without limitation, war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's reasonable control. Without limiting the foregoing, Seller reserves the right to postpone delivery until the causes or effects of force majeure are eliminated or cease. Seller also reserves the right, alternatively, to cancel any order in whole or in part.

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## 11. Jurisdiction

11.1 Each of the parties irrevocably consents to the personal jurisdiction of the courts located in Helsinki, Finland for any suit or action arising out of or related to this Contract, and waives any right it may have to object to the venue of such courts or any claim that any such suit or action has been brought in an inconvenient forum; provided, however, that if the Seller is the plaintiff or claimant in any such suit or action, the Seller may, at its sole option, bring such suit or action in the state or federal courts in or nearest to the city or county where Buyer's principal place of business is located, and Buyer irrevocably consents to the personal jurisdiction of such courts and waives any right it may have to object to the venue of such courts or any claim that any such suit or action has been brought in an inconvenient forum.

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