

GENERAL TERMS OF SALE AND DELIVERY OF MUOVIHAKA OY

1. APPLICATION

These general terms of sale and delivery shall apply for any quotation, order confirmation, sale and delivery by MUOVIHAKA in the absence of any other agreement in writing between the parties.

Should the Purchaser present in his order a provision which conflicts with the sales conditions of MUOVIHAKA, the conditions of MUOVIHAKA shall prevail even in case MUOVIHAKA fails to object to such provision. By placing an order the Purchaser approves these general sales conditions.

2. PRODUCT INFORMATION, PRICE LISTS

Information in catalogues, price lists and any other product documentation provided by MUOVIHAKA shall be binding on MUOVIHAKA only where the agreement with the Purchaser makes specific reference to such information. MUOVIHAKA shall reserve the right to change information in the above material without notice.

3. ORDERS

Orders shall not be binding on MUOVIHAKA until the Purchaser receives MUOVIHAKA's order confirmation. If the Purchaser has objections to the contents of the order confirmation, they must be made in writing and be in MUOVIHAKA's possession no later than one week after the date of the order confirmation.

4. PRICES AND TERMS OF DELIVERY

Unless otherwise stated all prices in MUOVIHAKA's quotations, order confirmations and other references are in EURO € exclusive of VAT, customs duties, taxes, etc.

MUOVIHAKA reserves the right to price adjustments in case of changes in production costs not attributable to MUOVIHAKA, such as major changes in prices of raw materials or in exchange rates and the like.

Unless special terms of delivery have been agreed upon in writing, delivery shall be made in conformity with the Incoterms 2000, EXW Nurmijärvi. The prices stated by MUOVIHAKA are in conformity with these terms of delivery.

The products are delivered in appropriate packages. However, should the products require special packing, the Purchaser will be separately charged for such special packages.

5. EXPORT

Unless otherwise agreed in writing it shall solely be the responsibility of the Purchaser to ensure that the products sold can be legally applied in the Purchaser's country and for the purposes intended, including their approval, if any, by public authorities or private persons for importation and application.

6. TIME OF DELIVERY

Unless otherwise stated in writing in MUOVIHAKA's quotation or order confirmation or in the agreement between the parties the time of delivery indicated by MUOVIHAKA shall be indicated to the best of MUOVIHAKA's judgment.

7. TOLERANCES

MUOVIHAKA's standard tolerances for sizes and dimensions shall apply, unless otherwise specified.

8. PAYMENT

Payment shall be subject of the terms of payment fixed by MUOVIHAKA. However, MUOVIHAKA reserves the right to change the terms of payment, if MUOVIHAKA receives information which shows that the Purchaser's ability to pay has been impaired.

Any delay in payment shall also entitle MUOVIHAKA to withhold further deliveries and shall release MUOVIHAKA from all other contractual obligations. Late payments shall be subject to interest at the rate fixed by MUOVIHAKA from time to time.

MUOVIHAKA shall also have the right, at its sole discretion, to demand prepayment as a precondition of delivery or continuation of an ongoing delivery, if there is reasonable doubt to suspect that the Purchaser's ability to make payments has become questionable or that the Purchaser shall not pay on due date.

9. RETENTION OF OWNERSHIP

MUOVIHAKA shall retain ownership of the products sold until payment in full has been effected with the addition of interest and possible costs. The Purchaser shall not be entitled to make arrangements that limit MUOVIHAKA's retention of ownership.

10. FORCE MAJEURE

MUOVIHAKA shall not be liable for failing to perform its obligation to deliver, if such failure is due to circumstances beyond its control, including non-delivery or late delivery by the MUOVIHAKA's suppliers or other obstacles to delivery including force majeure.

Force majeure shall be considered to include the following circumstances affecting MUOVIHAKA or the MUOVIHAKA's suppliers; natural disasters, war, civil unrest, mobilization, shortages of raw materials, lack of transport, import and export bans, currency restrictions or labour shortage or any other occurrence which prevents or restricts normal production, strike, lockout, conflagration or damage of MUOVIHAKA's production plant.

In the event of force majeure MUOVIHAKA may choose either to cancel the contract or part thereof or to effect delivery as soon as the obstacle to normal delivery ceases to exist.

11. CANCELLATION AND ALTERATION

An order may only be cancelled or altered with the written approval of MUOVIHAKA. The Purchaser shall compensate MUOVIHAKA for additional costs and loss in the event of cancellation.

12. LIABILITY FOR DEFECTS

Immediately after delivery the Purchaser shall examine the products received. Defects that are found or should have been found during this examination or defects that are found later shall without delay and not later than seven days after the defect is found or should have been found be communicated in writing to MUOVIHAKA. The Purchaser is not entitled to later invoke any defects which would have been revealed by such examination.

Samples of sufficient quantity for a certain assessment of the justification of the complaints must be enclosed with complaints about the quality of the goods. If Purchaser has discovered or should have discovered the defect, and Purchaser does not submit a complaint in accordance with the above, Purchaser cannot subsequently make a claim about the defect.

A claim for damages against MUOVIHAKA cannot exceed the invoice amount for the product sold.

MUOVIHAKA shall be entitled to decide whether the defects can be repaired or the defective products must be replaced. MUOVIHAKA shall not be liable for any other direct, indirect or consequential damages and losses.

The Purchaser shall only be entitled to return products only following prior acceptance in writing from MUOVIHAKA. MUOVIHAKA reserves the right to refuse return of products at MUOVIHAKA's sole discretion. The freight costs of the returned products shall be paid by the Purchaser.

13. PRODUCT LIABILITY

MUOVIHAKA is covered by statutory product liability insurance. MUOVIHAKA shall be liable for damages to products and damages to third parties caused by MUOVIHAKA's products according to current product liability laws in EU. Both parties shall have sufficient product liability insurance.

14. LIABILITY LIMITATION

MUOVIHAKA shall not be liable for damages caused by faulty installation of faulty maintenance or damages caused by inappropriate use of the product. MUOVIHAKA shall not be liable for any indirect or consequential damages and economical losses, such as lost profit.

15. ARBITRATION

This agreement shall be governed by the laws of Finland. Any dispute or claim concerning or relating to this agreement, or the breach, termination or validity of the agreement, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Conflict Management Institute Association ry/r.f in Helsinki. The language of arbitration shall be English.

However, MUOVIHAKA shall, at its sole discretion, have the right to bring an action based on unpaid invoices against the Purchaser in Hyvinkää District Court, Finland, which in such cases shall be the first instance legal forum.