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General sales and delivery terms

These general sales and delivery terms will be applied to the sales of Hexamer Oy's (hereinafter the Vendor) products. If these terms have been once referred to in the agreement between the parties, these have to be also considered as approved in the later deal. If these terms are in conflict with what has been agreed upon separately in writing, the separate agreement will be followed. The sales and delivery terms are available in Internet at www.hexamer.fi.

Drawings

All the mould and model drawings prepared by the Vendor and all other related materials presented to the Buyer by the Vendor before or after an agreement's conclusion shall remain the property of the Vendor. If both a model piece and a drawing have been sent to the Vendor, the drawing will be determinative.

Models, moulds, other tools and product samples

If a mould, core or something equivalent is necessary for production, the share of the tool will be charged from the Buyer. When the share of the tool has been paid for, the tool becomes a property of the Buyer, but remains in the sole possession of the Vendor, who will preserve and maintain it at the expense of the Buyer without a separate charge as long as it is used in production. If an acceptable quality level can no longer be achieved with the tools due to their normal wear and tear, the agreed repair costs will be charged from the Buyer.

If the Buyer does not order the said product for twelve (12) months after the tool's purchase has been agreed upon or if five (5) years have passed since the product's previous production, the Vendor has the right to scrap the tool but the Vendor must inform the Buyer of this in advance.

If the Buyer wants the moulds to be stored for a longer period than mentioned above, the Vendor will be entitled to a compensation for the storage and insurance of the mould. The Buyer's moulds and tools will not be utilized in works for outsiders without the Buyer's approval. The tools will be charged in connection to the first delivery. The more expensive tools can be charged in instalments according to the agreement:

€ 1/3 upon order confirmation

€ 1/3 upon the delivery of samples

€ 1/3 upon the first delivery

The payment should abide to the payment terms in article 13. The samples being sent to the Vendor will be destroyed two months after their arrival if their retrieval has not been requested by a written notice received by the Vendor. If the Vendor delivers the samples and the Buyer approves them, the Vendor has no liability to compensate the delivered products if these correspond to the samples that had been approved.

Parts to be attached to the product

Metal parts to be rubberized should be delivered (freight paid) to the manufacturer in the amount that exceeds the ordered amount by 10%. The metal parts have to be manufactured in the agreed dimensions to the tolerances so that they fit the moulds. The Buyer answers to the Vendor about the mistakes and costs arising from the delivery delays of metal parts.

Confidentiality

Regarding the products owned by the Vendor: all samples, drawings, models and know-how required for the products and their production that the Vendor has given to the Buyer are the Vendor's property and will remain so, and they cannot be used, copied, duplicated, delivered or their information cannot be distributed to third parties without the Vendor's written consent. In addition, the Buyer will not be entitled to express to a third party the technical and commercial data related to these products without the Vendor's prior written consent.

Order confirmation and contract

The Vendor reserves the right to approve or refuse every order. An approval is granted with a Vendor's order confirmation, after which any offer, liability or contract regarding the sales and/or delivery of the products will be binding for the Vendor.

If the agreement documents contain contradictions, the documents will be applied in the following order:

- 1) Order confirmation;
- 2) Order;
- 3) Offer;
- 4) The current terms.

Product information

The information presented in the brochures and other promotion materials is advisory and not binding for the Vendor.

Delivery and delivery time

If it has not been said otherwise in the order confirmation, the products will be delivered to the Buyer according to the delivery clause *Ex Works Lieto* (Incoterms 2010). The delivery time and date that have been offered and announced in the order confirmation are bounding unless a *force majeure* applies.

Standard products will be delivered in packages according to the declared amounts.

The delivery amount of products produced on the basis of the Buyer's drawings, model or other requirements can fall under the delivery amount mentioned in the order confirmation by ten (10) percent. The charging is based on the actual delivery amount.

The delivery time will be considered to be extended by the time corresponding to the delay, if the Buyer has not made the agreed payments or provided the requested guarantees about their payment, or the Vendor has not received in time the technical data required during the delivery time or required licences and permissions have not been received in the presumed time or if the Buyer has refused to receive or has not been able to receive the delivery at the initially agreed time or has not performed the required preparations or operations that are required for the Vendor, for one's part, to be able to fulfil his/her duty or if the Buyer requests a change in the delivery that would cause a delay.

Delivery delay

The Vendor has to notify the Buyer without a groundless delay if it is evident that it will not be possible to deliver the order within the agreed time schedule. In this case the time needs to be stated when the Vendor could possibly fulfil his/her delivery duty. The Buyer has the right to receive compensation from the Vendor for the immediate costs caused by the delay, the maximum compensation amount being the value of the agreed payment. The Buyer's indirect damage will not be compensated. In addition, the Buyer will be entitled to cancel the agreement if the delay is relevant to the Buyer. A delay is relevant if:

- a) it has been clearly pointed out during contract making that the delivery has to take place

punctually on the agreed day or;

b) it comes out clearly from the agreement or other circumstances known to the Vendor that the Buyer has no use for the ordered product after a certain time and the delivery has not taken place before this.

The Buyer has no right to be compensated for extra costs or to cancel the contract if the delivery has been delayed due to the inadequacy or delay of the material delivered by the Buyer or due to any other reason caused by the Buyer.

Delivery inspection

If not agreed otherwise, the Vendor will inspect the goods normally. However, this does not release the Buyer from the obligation to inspect the delivery without a delay. The Buyer has to notify in writing the Vendor within five (5) days after the goods' reception about any possible defects or deficiencies or otherwise the Buyer risks losing the right to receive a compensation for the defect or deficiency. Any transport damage to the goods has to be reported immediately to the transporter and Vendor.

Prices

The prices announced by the Vendor are without VAT, unless this has been separately mentioned in the order confirmation. The prices declared in the Vendor's price list are provided without obligation and they are based on the factory's current prices, exchange rates, customs duties, and other production costs at the time of their confirmation; the Vendor has the right to confirm the order price depending on the delivery amounts and in case of changes in the aforementioned factors. The validity period of the offer has been stated in every offer. An offer is binding for the Vendor only if the Buyer's order has been confirmed. Restrictions to the order or commercial advantages that are contrary to these delivery terms apply only if the Vendor has approved them in writing. A Vendor's order confirmation about which the Buyer does not immediately present a notice will be considered approved in every respect. The realization of a deal requires the acquisition of the necessary licences and permissions. The factory's packing is included in the price. The cost price will be charged for possible additional packing required for transport and the packages will not be reclaimed.

Guarantee and returning of deliveries

If a quality guarantee has been separately granted for a sold product, the Vendor repairs, replaces, or compensates the defect manifested in the product within six (6) months upon the delivery unless the defect has not been caused entirely or partly by a cause considered to be the Buyer's fault, such as misuse or other similar circumstance. The guarantee necessitates that the contract price has been paid according to the contract terms.

In case of guarantee related situations the Vendor is liable for the costs arising from a product's returning only if the transport method pointed out by the Vendor is used for returning. In addition to the aforementioned the guarantee does not cover any other damages or costs possibly caused to the Buyer from the defect or its correction.

Liability limit

The Vendor is not liable for the defects appearing in a product which arise otherwise than in the work conditions presumed by the agreement and during the product's correct use. Thereby the liability does not comprise the defects resulting from inadequate maintenance by the Buyer or incorrect installation, modifications performed without the Vendor's written consent, repair works performed incorrectly by the Buyer, and from normal wear and deterioration. The Vendor's liability for the goods' defects or inadequacies is limited to their correction and thereby the Vendor is not obliged to pay any compensation to the Buyer for personal or material damage, which are not related to the delivery or for any unreceived profit, production standstills, or any other indirect damage.

Payment conditions

The Buyer must make the payment at least 30 days after the invoice date unless otherwise agreed in writing. If the payment has been delayed, the Vendor has the right to demand a penal interest mentioned in the agreement starting from the due date until the payment. If the Buyer does not pay the overdue debt within two (2) months after the due date, the Vendor can cancel the agreement by notifying the Buyer in writing. In this case the Vendor has the right to demand compensation from the Buyer for the damage due to the contract's cancellation.

Small order surcharge

A small order surcharge of 30 Euros will be charged for orders less than 150 Euros.

Ownership of the goods

The Vendor reserves the property rights to all of its products until the product has been fully paid for. The Vendor has the right to lay a claim regarding the price unpaid after the due date even though the ownership has not been transferred to the Buyer.

Responsibility for conflicts related to industrial rights

The Buyer is solely responsible for the products ordered from the Vendor by him/her not violating a third party's patent, trademark, design or other industrial rights. In this case the liability for the compensation of possible costs and damage lies on the Buyer. The Vendor is responsible for the products marketed by the Vendor.

Tolerances, surface quality, flashes

Regarding the tolerances and removal of flashes the standard ISO 3302-1 is applied to the mould products. The dimensional tolerance class for mould products is M3 and the flash class is X3, unless otherwise agreed in writing.

Force majeure

The Vendor is not liable to fulfil the agreement if after its conclusion unexpected conditions that can not be controlled by the Vendor prevent the delivery of the product or any of its parts. Such obstacles are, for example, withholding of a licence or permission, a work incident, fire, war, unexpected military expenses, expropriation, confiscation, currency restrictions, rebellions and riots, insufficient means of transport, desertion of major workpieces, lack of labour force, as well as limitation of labour force and flaws in a sub-contractor's deliveries.

Applicable law

In this deal the laws valid in Finland will be applied.

Settlement of disputes

Any disputes arising from the interpretation of the deal related to the application area of these conditions and of the sales agreement terms that cannot be settled otherwise will be settled in the court of the Vendor's residence if the Vendor demands it.