

GENERAL CONDITIONS OF SALE 05 2015

Unless otherwise agreed, these general conditions of sale apply to all sales by the Seller.

1. Scope of application

In these general conditions of sale, "the Seller" refers to Tibnor Oy, or to any successor or assignee of Tibnor Oy by which the goods are sold.

These conditions shall be incorporated in and govern any contract on the sale of goods between the Buyer and the Seller ("the Contract"). These conditions shall also apply to and govern any contracts on the sale of goods between the Buyer and an affiliate of the Seller, if the parties to that contract have referred to these conditions. For the purposes of the foregoing, an affiliate of the Seller shall mean an entity which i) controls or owns; ii) is controlled or owned by; or iii) is under common control or ownership with the Seller. These conditions shall prevail over any representation, written or oral, made prior to entering into the Contract and over any terms put forward by the Buyer, unless the Seller expressly agrees to them in writing. These conditions shall in addition apply to all future contracts on sale of goods between the Seller and the Buyer even if the application of these conditions has not been expressly mentioned. No conduct of the Seller shall be deemed to constitute an acceptance of any terms put forward by the Buyer.

2. The Contract

Any quotation by the Seller is given without obligation and merely represents an invitation to the Buyer to make an offer to buy. No order placed by the Buyer on the basis of such a quotation or otherwise shall impose any obligation to deliver on the Seller. A Contract is deemed to be entered into as soon as the order has been duly accepted in writing or by electronic data transfer using the Seller's letterhead "Confirmation of Order". Any objections to the Seller's Confirmation of Order shall be presented immediately and no later than ten (10) days from the date of the Confirmation of Order.

Any statement made in the brochures, catalogues, manuals or leaflets of the Seller, or in correspondence between the Buyer and the Seller shall have no legal effect.

3. Delivery

3.1 Time of delivery

The Seller shall make every reasonable effort to perform delivery on the date or dates required by the Buyer but such a date or dates are neither guaranteed nor deemed to be of the essence of the Contract. Delivery time mentioned in the Confirmation of Order is not binding unless it has been expressly agreed upon.

If the goods are delivered later than on the date or dates provided for in the Confirmation of Order, the Seller shall not be liable for any costs, expense, injury or damage caused through delay in delivery unless the delay is due to the Seller's willful misconduct or gross negligence.

The Seller's liability in all cases is limited to foreseeable and customary damages in the trade.

If the Seller has expressly and in writing undertaken to deliver the Products on a certain date, the Seller shall, to the exclusion of any other remedies, be liable to pay liquidated damages due to delay in delivery, provided that it has been expressly agreed in writing.

The Buyer shall be entitled to withdraw from the Contract due to a delay in delivery only if the Buyer has fixed an additional period of time of reasonable length, during which the Seller has not delivered the goods.

3.2 Terms of delivery

The terms of delivery are specified in the Confirmation of Order. Unless otherwise agreed in writing, the Contract is understood to involve delivery Ex Works named site of the Seller (Incoterms 2010 or its updated versions).

The Seller shall notify the Buyer when the goods are ready for collection at the agreed site and the Buyer shall collect the goods without delay. The Buyer failing to collect the goods, the Seller may dispatch or store the goods as it sees fit at the expense of the Buyer. The Seller's obligation to deliver shall thereupon be considered as fulfilled, whereat the risk passes to the Buyer, involving the obligation to pay the Contract price.

Notwithstanding any other condition contained herein the Seller may at his option deliver and invoice the goods by installments, in which case each delivery shall be treated as a separate Contract.

When the delivery of the goods is defined in the Confirmation of Order as being the responsibility of the Seller, the Seller shall be entitled, after due notice to the Buyer, to deliver all or part of the goods up to three (1 - 3) weeks in advance of the time of delivery. Such early shipments, however, are invoiced on the basis of the agreed time of delivery.

No claim filed by the Buyer concerning previously delivered goods shall relieve the Buyer from the obligation to take further deliveries of goods ordered.

4. Payment

4.1 Payment in full

The Contract price and the terms of payment are specified in the Confirmation of Order. Unless otherwise agreed in writing, the Buyer shall pay the price in full within 14 days of the date of the invoice.

The payment shall be deemed as being effectively made only when the Seller's account has been irrevocably credited with the full amount in the currency specified in the invoice. The Buyer shall not be entitled to withhold any payment or partial payment of any sum alleged to be due to the Buyer by way of set-off or counterclaim unless the counterclaim is undisputed or a court of applicable jurisdiction has decided with a non-appealable judgement that the sum is due to the Buyer.

4.2 Remedies for defaults in making payment

Should the Buyer be in default in making any payment due under the Contract, the following shall apply:

- i) upon having given due notice to the Buyer, the Seller is entitled to suspend delivery of any goods under other contracts with the Buyer or to make further delivery on such specific conditions as the Seller at his reasonable discretion may deem fit;
- ii) all the invoices that have not fallen due for payment become payable upon due notice by the Seller to the Buyer;
- iii) the Seller has the right to charge interest at the rate indicated in the Contract from the due date for payment to such a date on which the payment is effectively made in accordance with subclause 4.1. If the interest for overdue payments has not been specified in the Contract, the Buyer shall be liable to pay overdue interest according to the applicable law.

4.3 Anticipatory breach

The Seller may suspend the performance of his obligations if, after the conclusion of the Contract, it becomes apparent that the Buyer will fail to perform a substantial part of his obligations as a result of, but not limited to, a serious deficiency in his ability to perform or in his creditworthiness, or concluding from his conduct in preparing to perform or in performing the Contract. If the Seller has despatched the goods before such an anticipatory breach becomes evident, the Seller may prevent the handing over of the goods to the Buyer even if the Buyer holds a document entitling him to receipt of the goods. The Seller's right to suspend the performance of his obligations expires when the Buyer has paid the goods in full.

4.4 Seller's right to cancel the Contract

In circumstances defined in paragraphs 4.2 and 4.3 above, the Seller is entitled to fix an additional period of time of reasonable length, during which the payment for the goods shall be effected against the handing over of the goods. The Seller shall be entitled to cancel the Contract if the payment for the goods is not effected during the additional period of time.

5. Retention of Title

The goods covered by the Contract shall remain the property of the Seller until the full payment due under all Contracts between the Buyer and the Seller has verifiably been effected. The Buyer shall store the goods delivered in such a manner that they can be identified as the property of the Seller.

If any payment is overdue in whole or in part, or if an execution is levied upon the property or assets of the Buyer or if a petition for bankruptcy (voluntary or involuntary) is filed by the Buyer or by any of his creditors, or if the Buyer becomes unable to meet his obligations as they fall due, the Seller may enter the premises of the Buyer for the purpose of recovering or reselling all or part of the goods delivered to such an extent as is permitted by applicable law.

6. Quantity

The weight or quantity delivered is subject to a tolerance of plus or minus ten (10) per cent of the weight or quantity stated in the Confirmation of Order and the amount payable by the Buyer shall be calculated on the basis of the Contract rates.

The weight or quantity of the goods that is marked on the Seller's despatch note shall be deemed final and binding on the Buyer unless the Buyer has given due notice of any discrepancy in weight or quantity within seven (7) days after receipt of the goods and has thereafter reserved for the Seller a reasonable opportunity to witness the verification of the weight or quantity of the goods before they are used, processed or sold.

Any discrepancy in the weight or quantity of the goods delivered to the Buyer that exceeds the tolerances set forth in the first paragraph of this clause shall not as such constitute a breach of the Contract nor entitle the Buyer to reject the goods delivered. The Buyer, to the exclusion of any other remedies, shall be entitled to reimbursement or supplement at the option of the Seller.

7. Quality

7.1 Inspection

The Buyer shall be deemed to have accepted the goods delivered with respect to quality condition dimensions identification and any other specified feature that would have been apparent by careful inspection or reasonable testing, unless the Buyer: a) within seven (7) days after receipt of the goods, presents a written claim specifying the alleged non-conformity in quality or condition and b) thereafter reserves for the Seller a reasonable opportunity to inspect the goods.

An actual non-conformity in the quality or condition of the goods that was not apparent (and therefore escaped detection) upon careful inspection or reasonable testing must be reported to the Seller in writing immediately after having been discovered by the Buyer and in any event no later than 12 months after receipt of the goods. The notification shall describe in detail the alleged non-conformity and, as a precondition for any obligation of the Seller with respect to such alleged non-conformity, the Buyer shall provide for the Seller a reasonable opportunity to inspect the goods. The Buyer shall not be excused from providing for the Seller an opportunity to inspect or test the goods merely on the grounds that the goods have been transformed and thereby incorporated in the products of a third party or are in the possession of a third party at any location.

7.2 Non-prime

Goods sold as "non-prime" or goods agreed by the Buyer and the Seller to be "non-prime" are sold in their actual state and condition, without warranty and with all flaws and defects whatsoever. Any statement specification or other information provided by the Seller in respect of such goods is given in good faith and the Seller accepts no responsibility for the accuracy of such statement specification or other information. The Seller shall under no circumstances be liable towards the Buyer or a third party on account of the quality or condition of such goods.

7.3 Suitability of the goods

The Seller undertakes no liability for the goods supplied to be fit for any particular purpose, but the Buyer having greater knowledge of his own requirements shall entirely rely on his own skill and judgement in evaluating the suitability of the goods for his purposes before the goods are used for or incorporated in any products or applications. **ANY WARRANTY FOR MERCHANTABILITY OR FITNESS OR SUITABILITY FOR A PARTICULAR USE OR PURPOSE THAT MAY BE IMPLIED BY STATUTE, CUSTOM OF TRADE, OR OTHERWISE, IS HEREBY EXCLUDED.**

7.4 Remedies for defects

If the Buyer has complied with the requirements of subclause 7.1 and -- subject to subclauses 7.2 and 7.3 -- the Buyer has demonstrated that the goods or any part thereof are non-conforming in quality or condition or otherwise (save discrepancy in weight or quantity) for reasons attributable to the Seller and the Seller and the Buyer failing to agree that the Buyer should accept the goods at an agreed value, the Seller, to the exclusion of any other remedies, may at his option either:

- i) remedy the non-conformity as soon as it is reasonably practicable, or
- ii) provide replacement goods at the original place of delivery as soon as it is reasonably practicable, or
- iii) reimburse the Buyer for the price of the goods and for any reasonable transport costs incurred by the Buyer in carrying the non-conforming goods from the place of the original delivery of such goods to a location specified by the Seller in writing.

In cases ii) and iii) above, the defective goods shall remain the property of the Seller.

If the Seller does not use the right of option provided for above or if the Seller can not perform according to the case i) or ii) above it has opted, the Buyer may at its discretion either cancel the Contract or claim price reduction corresponding to the defect.

8. Liabilities

The Buyer shall be entitled to remedies only as stated in the Contract, these remedies being to the exclusion of any other remedies. Under no circumstances shall the Seller be liable for any indirect, incidental or consequential damages such as, but not limited to, loss of production or anticipated profit or for any other indirect loss or damage arising out of or in connection with the Contract.

The Seller shall be liable for personal injury only if it is proved that such injury was caused by gross negligence by the Seller. The Seller shall not be liable for any damage to property that may be caused by the goods while in the possession of the Buyer or a third party. Nor shall the Seller be liable for any damage to products manufactured by the Buyer or a third party, or to products in which the goods sold by the Seller are incorporated. If the Seller incurs liability towards third party for damage to property as described above, the Buyer shall indemnify, defend and hold the Seller harmless.

The overall liability of the Seller for any and all claims arising out of or in connection with the Contract or the goods delivered shall not exceed the Contract price of the goods delivered.

9. Force Majeure

In case the manufacture, processing or delivery of the goods or any part thereof is prevented or hampered directly or indirectly by circumstances beyond the reasonable control of the Seller, including, but not limited to: war (declared or not declared), the threat of war, riot, civil commotion, sabotage, fire, storm, the obstruction of navigation by ice or other obstacle at port, explosion, natural catastrophe; acts orders or regulations of Governments; decisions or directives of the Commission of the European Union; strike, lockout or other concerted action of workmen; shortage of raw material, fuel, transport facilities or power supply; partial or total breakdown of plant or machinery; delay on the part of a subcontractor; damage or loss during transportation or storage; prohibition of exports and/or imports; or any cause whatsoever that is beyond the reasonable control of the Seller or of the associated companies involved in

the manufacture processing or delivery of the goods, the time for delivery of the goods shall be extended by the period of delay caused by any act or occurrence of Force Majeure.

If the delivery of goods is likely to be delayed by reason of the causes or events referred to in the preceding paragraph, and the delay is likely to continue for such a time that the Buyer will need to acquire substitute goods from a source other than the Seller and if the Buyer shows to the reasonable satisfaction of the Seller that an extension of the time of delivery would seriously affect the operations of the Buyer due to the lack of goods, the Seller may at the Buyer's request agree to cancellation of the delivery.

Neither party shall be liable towards the other party for damages on account of delays or nonfulfillment of the Contract caused by factors or events referred to in the first paragraph of this clause.

10. Notices

Any notice to be given under the Contract shall be delivered by pre-paid first class mail, telefax, e-mail or electronic data transfer to the other party. Notices given by any other means shall be considered ineffective unless confirmed by letter or telefax.

11. Waiver

The failure of the Seller at any time to require from the Buyer the performance of any provision of the Contract shall in no way affect the Seller's full right to require such performance at any time thereafter. Nor shall any such failure by the Seller to require performance on any occasion be taken to be a waiver of any claims concerning succeeding breaches of such a provision or a waiver of the provision itself.

12. Severance

In case one or more of the provisions or conditions of the Contract or any part thereof are or become void, unenforceable or otherwise invalid, the remainder of any Contract that incorporates such a provision or condition shall continue to be fully binding, including the remainder of any partially valid condition or provision. The parties undertake to replace any invalid condition or provision with such condition or provision, whose economic effects correspond as far as possible to those of the invalid condition or provision.

13. Disputes

Any dispute arising out of or in connection with the Contract that cannot be settled by mutual negotiations, shall be finally settled by arbitration. The arbitrators are to be appointed by the Board of Arbitration of the Finland Chamber of Commerce and the rules of the said Board are to be observed in the arbitration procedure. The arbitration proceedings shall be conducted in Helsinki, Finland, in the English language. The arbitration award shall be final and binding on the parties.

Notwithstanding the foregoing, the Seller reserves the right to refer any dispute to the appropriate court in Finland or in the Buyer's country instead of arbitration.

14. Applicable Law

The Contract shall be governed by and construed in accordance with the laws of Seller's country of domicile. The United Nations Convention on the International Sale of Goods (the Vienna Convention) is hereby excluded.

15. Modifications and Amendments

Any modifications or amendments to the conditions of the Contract must be agreed in writing between the parties.