

1. General

1.1. These general terms and conditions ("**Terms**") shall apply to all products ("**Products**") and services ("**Services**") sold by Trafomic Oy, registered in the trade register of Finland with the business identity code 0283591-7, organized and existing under the laws of Finland and having its registered office at Tuotekatu 15, 21200 Raisio, Finland, ("**Supplier**") to its each customer ("**Buyer**"). These Terms override any additional or deviating terms or conditions included in the Buyer's purchase order or otherwise referred to by Buyer or Supplier, unless specifically agreed otherwise in writing.

1.2. Buyer and Supplier are hereinafter also referred to as "**Party**" or "**Parties**". The main agreement (whether written or not) of the Parties is hereinafter referred to as the "**Agreement**".

2. Delivery of Products and/or Performance of Services

2.1. Buyer's purchase order shall be binding only upon Supplier's written acceptance.

2.2. Supplier shall use reasonable efforts to meet any dates specified for the delivery of Products and/or performance of Services.

3. Defects

3.1. The Supplier shall, at its sole discretion, remedy any defect in Product and/or Service by either redelivery/reperformance or repair. Such repair or redelivery/reperformance to the Buyer shall be made at the Supplier's expense within thirty (30) days from the written notice of defect from the Buyer. Such repair or redelivery/reperformance shall be the sole remedy for any defects in the Products and/or Services.

3.2. The Supplier's responsibility does not include defects caused by (i) erroneous pre-conditions, specifications or requirements drafted by the Buyer, (ii) failure by the Buyer to provide necessary information or specification to the Supplier or (iii) any other similar action or omission carried out by the Buyer, the Buyer's customer or any third party.

4. Warranty

4.1. Supplier warrants to the Buyer for a period of one (1) year from the date of delivery of a Product ("**Warranty Period**") that it will conform to the applicable specifications provided by Supplier ("**Warranty**").

4.2. The Warranty shall not cover: (i) any claims or damage due to defected or erroneous instructions, pre-conditions or specifications by the Buyer or third party; (ii) improper assembly, handling or storage by the Buyer or third party; (iii) changes or alterations to Products and/or Services by the Buyer or third party; or (iv) any and all defect in Product that has been caused under transportation or carriage.

5. Limitation of liability

5.1. Supplier's maximum aggregate liability for damages for any reason shall be limited to the amount actually received in the last 12-months by Supplier from the Buyer.

5.2. In no event shall either Party be liable towards the other Party for any loss of production or profit, loss of data, loss of contracts or for any other special, indirect, consequential or incidental loss whatsoever.

5.3. The limitations set forth in this section 5 shall not apply to (i) sections 7 (Confidentiality) and 8 (Intellectual property rights); or (ii) if the Party has acted wilfully or in gross negligence.

6. Claims

6.1. Any claims shall be made within fourteen (14) days from the day when the Buyer became or should have become aware of the fault. However, no claims may be made more than fourteen (14) days after the expiration of the Warranty Period for the Product in question.

7. Confidentiality

7.1. Confidential information shall include, without limitation, all technical, commercial and customer related information and all information included in the Agreement and its appendices and all other information of confidential nature ("**Confidential Information**").

7.2. Each Party agrees and undertakes to keep confidential and not to use for its own purposes or to disclose to any third party any Confidential Information received from the other Party in whatever form or manner. Each Party undertakes to secure that representatives, employees or persons working for that Party comply with said obligation.

7.3. Upon termination of the Agreement a Party shall return to the other Party all documents and other material containing Confidential Information. Possible copies of said material shall be destroyed.

7.4. Confidential Information shall not include information that is or becomes public knowledge other than by breach of the Agreement or these Terms or was lawfully in the other Party's possession prior to its receipt from the other Party.

7.5. The obligations of the Party under this section shall not apply to the extent that the Party is required to disclose the Confidential Information by i.a. law, court order or requirement of a governmental body, provided that, to the extent possible, the other Party is notified in advance of the required disclosure and such disclosure is limited.

8. Intellectual property rights

8.1. All intellectual property rights and other intangible rights concerning the Products and/or Services shall remain with the Supplier. No rights shall in any part be transferred to or vested in the Buyer. The Buyer represents and warrants that it shall not challenge any of the intellectual property rights or other intangible rights of the Supplier, whether registered or not.

9. Force Majeure and Hardship

9.1. The obligations of each Party under the Agreement shall be suspended during the period and to the extent that such Party is prevented or hindered from complying with them by any cause beyond its reasonable control ("**Force Majeure**"). In the event of either Party being so hindered or prevented, the Party concerned shall give notice of Force Majeure as soon as reasonably possible to other Party stating the date and extent of the suspension and its cause. The omission to give such notice shall forfeit the rights of that Party to claim suspension. Any Party whose obligations have been suspended as aforesaid shall resume the performance of those obligations as soon as reasonably possible after the removal of the cause and shall so notify the other Party. In the event that the cause continues for more than six (6) months either Party may terminate the Agreement on thirty (30) days' notice.

9.2. In case there is a change in circumstances unforeseeable by the Party concerned at the conclusion of the Agreement ("**Hardship**"), the Party concerned has the right to claim for renegotiation, review or termination (according to the Agreement) of the Agreement on the ground of such a change. In the event of either Party having such a change, the Party concerned shall give notice of Hardship as soon as reasonably possible to other Party stating the change concerned. The omission to give such notice shall forfeit the rights of that Party to claim renegotiation, review or termination of the Agreement. For the sake of clarity, if the Parties do not reach a consensus

on the significance of the change and/or its remedies, the Party concerned is entitled to terminate the Agreement on thirty (30) days' notice.

10. Miscellaneous

10.1. Amendments and supplements to the Agreement are only valid if authorized representatives of both Parties have approved them in writing.

10.2. Neither Party shall, without the express prior written consent of the other, assign to any third party the Agreement or any part thereof. Supplier is, however, entitled to assign the Agreement or any part thereof to (i) any affiliated company or (ii) any third party in connection with a merger, sale of substantially all of Supplier's assets or a change of control.

10.3. The Supplier shall have a right to use subcontractors to fulfil its obligations under the Agreement. The Supplier shall be liable for its subcontractors as for its own actions.

11. Applicable Law and Dispute Resolution

11.1. The Agreement and these Terms shall be governed by Finnish law with the exception of provisions relating to choice of law.

11.2. Any dispute shall be finally settled by a sole arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration shall be conducted in Finnish in Turku, Finland. Evidence may be presented also in English.