

NTCAB OY

GENERAL TERMS AND CONDITIONS

1. Scope

These terms and conditions apply to agreements and transactions where NTCab Oy designs and/or Manufacturers and/or sells products to other companies, corporations or public entities.

For the purposes of this agreement, the terms "Vendor" and "Manufacturer" refer to NTCab Oy and the term "Client" refers to a company, corporation or public entity that is a counterparty for NTCab OY in a transaction for design work and/or a good.

For the purposes of this agreement, the terms "Good" and "Product" refer to the design and product development work and/or to the products manufactured and sold by NTCab Oy.

2. Concluding the agreement

The parties enter into an agreement

1. when they sign the agreement; or
2. when the Client agrees in writing to the Vendor's offer; or
3. when the Vendor confirms in writing the Client's order.

Orders made verbally or digitally can always be confirmed either verbally or digitally.

If the Client finds or if the Client should have found that the order confirmation from the Vendor does not match the Client's order, the Client must notify the Vendor without delay. After this notification, the parties must agree on what the final terms and conditions of the order should be.

If the Client has not notified the Vendor of discrepancies in an order or a confirmation of the order within one week of sending the order confirmation, the Client does not have the right to claim that the order confirmation does not match the order.

3. Vendor obligations

3.1. Time to delivery

Unless otherwise agreed, the time to delivery must be counted from whichever of the conditions mentioned below is the latest:

- a) the day the agreement is concluded;
- b) in transactions that require official permissions from the authorities, when the Vendor receives notification that said permission has been granted;
- c) when the agreed security or prepayment is received;
- d) when information provided by the Client for the delivery is received, such as when

the correct production blueprints are available.

3.2. Terms and conditions

If the goods have been sold under FOB, FAS, CIF or other similar terms, the applicable INCOTERMS definitions apply. Unless otherwise agreed, Clients must pick up their goods from the Vendor's warehouse on the agreed date or within a reasonable time if no date has been specified.

3.3. Transfer of risk liability

Unless otherwise specified in the terms and conditions of delivery., risk liability is transferred to a Client when the goods are in accordance with the agreement handed over to the Client or transferred to an independent cargo carrier for transport.

If the goods are not delivered at the correct time and if this is due to the Client or to issues stemming from the Client's side, the risk liability is transferred to the Client when the Vendor has done what it required in the agreement to enable the transfer of goods.

3.4. Warranty

Unless otherwise agreed, the Vendor grants the Client a warranty for one-year for the products manufactured by the Vendor. The warranty starts from the moment when the risk liability for the goods is transferred to the Client.

No warranty is granted during the design and product development phase for products manufactured for the Client on the basis of the Vendor's design and product development work. In such cases, the Client and Vendor may agree separately on the terms and conditions of the warranty only after the Client has tested and approved the product. Warranties for any products not manufactured by the Vendor are determined by the applicable warranty terms and conditions of the supplier of the product, which may deviate from the warranty terms and conditions of the Vendor. The Vendor grants a one-year warranty for the installation.

3.5. Properties of the goods

The Vendor is responsible for the quality and other features of goods only as defined in the agreement or otherwise specified in writing by the Vendor, specifically in accordance with the

information associated with the applicable transaction. The Client is responsible for the correctness of the information provided to the Vendor on the intended use of the goods.

When the Vendor is commissioned to work on design and product development, the Client must determine that the commission given to the Vendor will not infringe upon the patents and other protected rights of third parties. If these rights are infringed, the Client is responsible for this infringement.

Furthermore, the Vendor is not responsible for the features of peripherals manufactured and sold by other parties, including but not limited to radios, heating and air conditioning equipment and motors and other such equipment used in products manufactured by the Vendor.

3.6. Design and product development

Images, blueprints, calculations and other documents resulting from the Vendor's design work are the property of the Vendor, unless otherwise agreed. The Client does not have the right to use these artifacts to the detriment of the Vendor or to provide information about them to a third party.

If product development work done independently by the Vendor leads to applications that can be patented or otherwise protected, then these rights belong to the Vendor alone. Unless otherwise agreed, the Vendor is not responsible if the design and product development work does not lead to a product that is useful to the Client.

3.7. Delays

When the Vendor is informed of a delay, it is obliged to notify the Client immediately including the reason for the delay and the estimated new delivery date.

When the manufacturer of a good or when a party from whom the Vendor acquires a good does not fulfill their agreement and when the delivery from the Vendor is delayed as a result, the Vendor is not obliged to compensate the Client for damages possibly stemming from this delay.

The Client may not claim the Vendor's delivery is delayed if the delivery is delayed because the Client has not provided the Vendor at the agreed time with information that is required in the design and/or manufacture of the product.

If the goods are not delivered or if they are delivered too late and if this not is due to the Client or to issues stemming from the Client's side, the Client does not have the right to demand delivery if there has been a change in circumstances that materially changes the feasibility of the originally agreed obligations.

3.8. Indirect damages

The Vendor is not obliged to compensate the Client or any third party for indirect damages such production losses, profit losses or any other consequential financial damage caused by delays or inaccuracies in deliveries. The Vendor is not obliged to compensate for costs stemming from incorrect installation, other than for material and work, in accordance with the terms and conditions of the warranty.

4. Client obligations

4.1. Purchase price

The purchase price is the price agreed between the parties and indicated in the agreement, the acceptance of an offer or in an order confirmation. However, the Vendor has the right to review the purchase price under the conditions defined in section 4.3 below. If a price has not been agreed, the purchase price is the current price charged by the Vendor.

The Client does not have the right without the Vendor's permission to deduct its claims from the purchase price regardless of whether the claims of the Client arise from this agreement or on any other grounds.

4.2. Payment due dates

Unless otherwise agreed, the due date for an invoice is counted from the invoicing day for warehouse deliveries and from the delivery date for factory deliveries. Unless otherwise agreed, the due date for payments is determined by the general payment terms and conditions used by the Vendor.

4.3. Purchase price reviews

The Vendor reserves the right to review its prices if exchange rates, import charges or other charges, taxes or other public fees independent of the goods' supplier change prior to the Client's payment.

When exchange rates that affect the purchase price change, the Vendor has the right to adjust the price in the same percentage for the portion of the purchase price that the Vendor has not received from the Client at least one business day before the exchange rate changed.

The term "business day" refers to a day when Finnish banks sell foreign currency.

When the exchange rates change, the exchange rate on the day of the payment and the exchange rate on the day of the offer are compared. If another exchange rate has been agreed upon after the date of the offer, this rate is used instead of the rate on the day of the offer.

If the exchange rate changes after the due date of the invoice and if the purchase price has not

been paid at that time, the exchange rate used cannot be lower than the one valid on the due date. Acknowledgment is not considered a payment in this context.

4.4. Interest on late payments and collection costs

In the event of a late payment, interest on late payments is charged for the late payment period from the due date in accordance with the interest rate referred to in section 4, subsection 3 of the Finnish Interest Act. In addition to the interest on late payments, the Vendor has the right to charge for reasonable collection costs.

4.5. Securities

If the parties have agreed upon a security, that security must be provided before the delivery of the goods begins. Even in this case, the Vendor is entitled to demand a security for the payment of the purchase price if the Vendor has reasonable grounds to suppose that the purchase price or part thereof would not be paid. The Vendor has the right to delay further deliveries until overdue payments have been paid and an acceptable security has been provided. The Vendor is also entitled to this recourse when the outstanding amount of the purchase price has not been paid. The Client is not entitled to present claims for compensation arising from such a delay.

If a security has been set and if payment of the purchase price or other obligation by the Client is late by at least two months, the Vendor may convert the security to cash in the manner it deems fit.

4.6. Claims and error corrections

If the delivery is somehow in error, the Client must notify the Vendor in writing within 8 business days of the delivery date. The Vendor has the right in the first instance to either correct the defect or deliver new goods. The Client does not have the right to demand a new delivery if there has been a change in circumstances that materially changes the feasibility of the originally agreed obligations.

The Client is responsible for testing products manufactured for the Client based on the Vendor's design and product development work. The Client is also responsible for all indirect and direct costs stemming from testing.

If the Client finds in the testing phase that the product is not suitable for the Client, the Client does not have the right to claim there is a defect in the design and product development if the Vendor has done the design and product development work in accordance with the Client's instructions.

5. Termination

5.1. Client's right of termination

If the Vendor's delivery differs substantially from the agreement and if the defect is not corrected within a reasonable time despite written notification by the Client or if new goods that comply with the agreement are not delivered or if the delivery is delayed for reasons stemming from the Vendor that cause unreasonable harm to the Client, then the Client has the right to terminate the agreement.

If the goods in the transaction are designed, manufactured or acquired specifically for the Client in accordance with the guidelines and the wishes provided by the Client and if the Vendor cannot use the goods in another manner without incurring significant losses, the Client may terminate the transaction due to delays by the Vendor only if the intent of the transaction remains essentially unachieved due to the delay by the Vendor.

5.2. Vendor's right of termination

If the purchase price is not paid in due time and if this delay is not due to the Vendor, the Vendor has the right to terminate the transaction or the part thereof for the goods that the Client has not yet received if the delay is fundamental. The Vendor also has a right of termination when it is obvious on the basis of a notification from the Client or otherwise that the Client's payment will be fundamentally delayed.

In addition, the Vendor may terminate the transaction if the Client does not contribute to the transaction in the manner agreed or in an otherwise reasonably required manner.

The Vendor has the right to terminate the agreement without compensation if the import of goods or parts required for it become impossible or substantially beyond the originally required price of the Vendor due to an international agreement or an import restricting regulation or some other official act binding on Finland (for example, import tariffs or restrictions or increased duties).

5.3. Force majeure

The Vendor is not obliged to fulfill the agreement if an act of god, fire, machine damage or similar disturbance, strike, lockout, war, mobilization, export or import bans, a lack of transportation means, termination of production, traffic disturbance or other obstacle that the Vendor cannot overcome prevents delivery of the product or a part thereof. When fulfillment of the agreement would require sacrifices that are unreasonable when compared to the benefits accrued to the Client, the Vendor is not obliged to fulfill the agreement.

The Vendor is not obliged to compensate the Client in the aforementioned circumstances for the damage resulting from the failure to fulfill the agreement and Vendor may also terminate the agreement.

6. Insurance

The parties shall ensure that the goods are insured according to the distribution of responsibilities included in the agreed terms and conditions of delivery. Other insurance must be agreed upon separately.

7. Liability for damage caused by the goods

When a Vendor is liable for damage or loss suffered by a third party, the Client shall refund the loss incurred to the Vendor if the Vendor has been exempted from the corresponding damage and loss caused to the Client in accordance with items (a) and (b) below. The Vendor shall not be liable for damage caused by goods after delivery of the goods where the damaged item is

- a) fixed or movable property when the goods are under the Client's control;
- b) a product manufactured or containing a product manufactured by the Client or fixed or movable property, which the product damages for reasons stemming from the good.

The Vendor is not liable for loss in production, loss in profits or any other consequential financial losses. These liability limitations shall not apply if the Vendor is guilty of gross negligence.

If a third party submits a claim for compensation under this provision, the other party must be notified immediately.

8. Transfer of ownership

Ownership of the goods is transferred to the Client when the entire purchase price has been paid unless otherwise agreed separately. Acknowledgment is not considered a payment in this context.

9. Notifications

The sender is responsible for the delivery of notifications sent to the other party.

10. Confidentiality

The Vendor and Client are obliged to keep secret all information marked as confidential received from the other party while the agreement is in force. The parties undertake not to take advantage of this information or disclose it to third parties while the agreement is in force or after it ends without consent from the other party.

11. Settling of disputes

Disagreements over the agreement between the Vendor and the Client shall be settled at a court of first instance of the Vendor's domicile unless the dispute can be settled through negotiation between the parties.

12. Applicable law

In international transactions, disputes between the Vendor and the Client shall be governed by Finnish law.