

## GENERAL TERMS AND CONDITIONS OF PURCHASING BY GTF FINLAND OY

### 1. Scope and form

- 1.1. These General Terms and Conditions of Purchasing shall apply to Contracts concluded with or orders issued with GTF Finland Oy (“Buyer”) where the other party is the “Seller”. Collectively the “Parties”.
- 1.2. Our General Terms and Conditions apply exclusively. The Seller's diverging, opposing, or supplementing general terms and conditions of business will only become part of the contract whenever and insofar as we have expressly consented to their validity. This requirement of consent applies in every case and typically whenever we unreservedly make deliveries or provide services to the Seller too, while being aware of his general terms and conditions of business.
- 1.3. Individual agreements that are made with the Seller in particular cases (including collateral agreements, supplements, and alterations) take precedence over these General Terms and Conditions of Sale in every case. A written contract or our written confirmation is decisive for the content of such agreements, subject to proof of the contrary.
- 1.4. The Seller's legally relevant declarations and notifications with reference to the contract (e.g., setting a time limit, notifying defects, withdrawing from the contract, or reducing the price) must be given in writing, i.e., in written or textual form (e.g., a letter, e-mail or fax). The legal formal regulations and further proofs about the declaring party's legitimation remain unaffected especially in doubtful case.

### 2. Conclusion of the contract

- 2.1. Our quotations are subject to change without notice, and they are given without engagement. This rule also applies if we have handed over to the Seller, - also in electronic form - catalogues, technical documentation (e.g., drawings, plans, computations, calculations, and references to the DIN standards), other descriptions of the products or supporting documents to which we reserve the right of ownership and copyright.
- 2.2. The purchase order for the goods applies as a binding contractual offer. Buyer is entitled to accept contractual offer within 2 weeks after we have received it, insofar as nothing else arises from the purchase order.
- 2.3. The acceptance can be declared only in writing (e.g., by means of a confirmation of order).

### **3. Delivery deadline and delayed delivery**

- 3.1. The delivery deadline will be agreed individually, or we will state it in the purchase order. Insofar as this is not the case, the delivery deadline is about 3 weeks after concluding the contract.
- 3.2. Insofar as we cannot comply with the delivery deadlines because of reasons for which we are not responsible (unavailability of the performance), we will inform the Seller about the matter immediately and we will simultaneously notify the probable new delivery deadline to him. If the performance is unavailable even within the new delivery deadline, then we will be entitled to withdraw from the contract entirely or partly. The untimely self-supply by our suppliers especially applies as a case of unavailability of the service in this sense if we have concluded a congruent hedging transaction, or if neither ourselves nor our suppliers are to blame, or if we are not obligated to the procurement in individual cases.
- 3.3. If the agreed delivery deadlines are exceeded due to the Seller, and if the Seller cannot prove that the delay is directly attributable to any circumstances which considered as valid grounds for exemption, we shall be entitled for compensation, as liquidated damages, of 0,5 % of the total price for each calendar day by which the delivery date is exceeded, up to a maximum of 50 %. We are entitled to deduct such compensation from the payments to be made. This compensation does not annul or amend our right to damages.
- 3.4. Unexpected events having the nature of Force Majeure, such as fires, earthquakes, floods and other acts of nature that are beyond the control of the Parties shall not, if they directly impede the performance under the contract, be considered as a cause for reimbursement.

### **4. Delivery, passage of risk, acceptance, and delayed acceptance**

- 4.1. We reserve the right to determine the type of dispatch (especially the transporter, route of the dispatch and packaging), insofar as nothing else is agreed.
- 4.2. The risk of accidental destruction and accidental deterioration of the goods will pass to the buyer at the latest when they are handed over to him. However, the risk of accidental destruction and accidental deterioration of the goods already passes to the carrier or haulage contractor, or to other person or establishment that is specified for carrying out the dispatch, when the dispatch is made in the case of sale by dispatch. Insofar as an acceptance is agreed, this is decisive for the passage of risk. The legal regulations of the law regarding work contracts also apply accordingly to an agreed acceptance otherwise. The handover is deemed to be equivalent to the acceptance whenever the buyer delays the acceptance.

- 4.3. Seller shall provide documentation required in the Finnish Act on the Contractor's Obligations and Liability when Work is Contracted Out (1233/2006, as amended by all current and future Acts) when the Act applies, and other documentation upon request.

## 5. Prices and terms of payment

- 5.1. Our prices that are respectively current at the point in time of concluding the contract apply, insofar as nothing else is agreed in individual cases. Seller shall not be entitled to make any additional charges.
- 5.2. The Seller bears the transporting costs ex-stock and the costs of any transport insurance that the buyer requests, in the case of sale by dispatch (Article 4, Para. 1). The Seller bears any customs duties, fees, taxes any other fiscal charges.
- 5.3. Additional works must be specified in a separate order and hourly rates, single hour contracts or similar, unspecified rates are not accepted and will not be compensated. Only effective work is susceptible for compensation.
- 5.4. Time sheet of the Seller's worker is signed as received on work site and only a project manager or other person entitled to represent us has the right to accept the time sheets as a basis for compensation.
- 5.5. Seller is responsible for all travel costs, visas, documents, and permissions related to workers.
- 5.6. The rights of set-off or retention are only vested in the buyer.
- 5.7. If it is recognizable after concluding the contract that our claim will be jeopardized by the Seller's deficient performance or his inability, then we will be entitled to withdraw from the contract immediately.

## 6. Reservation of ownership

- 6.1. Where payment is to be made by instalments, all work done and all materials intended for the completion of the contract, wherever the same shall be, shall after full payment of such work and/or materials be deemed to have been unconditionally appropriated to the contract and shall become the absolute property of the Buyer and free from all debts, contracts and engagements.

- 6.2. The Seller shall, so far as reasonably practicable, place an identifying mark on the various parts of the work and on all materials ordered or intended for the contract and separate them for any other work in progress or material. Without prejudice to the foregoing, all materials and work progress shall be at the Seller's risk until delivery or completion in accordance with the contract.

## 7. The buyer's claims arising from defects

- 7.1. Seller shall compensate the Buyer in full for any direct costs the Buyer may incur due to breach of contract, delay in the fulfilment of the contract, an incorrect as faulty delivery, or any such reason.
- 7.2. Insofar as the quality has not been agreed, burden of proof is vested on Seller to prove the Seller's delivery in full has been made in accordance with the contract, rules, and other regulations.
- 7.3. If a defect is evident from the delivery, or from the inspection, or at any later point in time, then Buyer must be notified about it immediately in writing or in textual form.
- 7.4. If the delivered article is defective, then Buyer can choose first whether Seller provides subsequent performance through remedying the defects (repair) or by delivering a flawless article (replacement delivery).
- 7.5. Seller will bear or reimburse the expenses that are required for the purposes of checking and subsequent performance - especially the costs of transport, routing, work, and materials as well as any dismantling and (re)installing - according to the legal regulation, if a defect exists. Otherwise, we can demand from the Seller [reimbursement of] the costs that arose from his unjustified demand to remedy the defect (especially the checking and transporting costs), unless the lacking defectiveness was undetectable for the Seller.

## 8. Termination

8.1 Contract may be terminated by the Buyer on the occurrence or existence of any of the following:

- i. breach of any provision of the contract by the Seller if the Seller fails to remedy such breach within fourteen (14) days after the receipt of written notice thereof from the Buyer;

- ii. situation of the Seller, its parent company or the group it belongs to, may grossly affect the results the Buyer could legitimately expect from the performance of the contract; including but not limited to inability to pay, suspension of payments, appointment of a receiver, liquidation or any other similar event affecting the Seller, or the Seller becomes insolvent or compound, a petition in bankruptcy is filed by or against it or the Seller makes any arrangement or composition with its creditors or ceases doing business;
- iii. Seller's ability to carry out its obligations hereunder is prevented or substantially interfered with by any regulation.

8.2 Seller shall compensate the Buyer in full for any direct and indirect costs the Buyer may incur due to breach of contract, delay in the fulfilment of the contract, an incorrect as faulty delivery, or any such reason. All discounts on prices specified in the purchase contract, or sums of money paid in compensation, may be deducted from the purchase price until such time as final agreement on the issue has been reached or it has been otherwise settled.

## 9. Cancellation

9.1 Seller may not cancel the contract without the prior written consent of the Buyer, which if given shall be deemed to be on the express condition that the Seller shall be liable to the Buyer for all loss, damage, claims or actions arising out of such cancellation unless otherwise agreed in writing.

## 10. Sub-contractors

10.1 The Seller is not allowed to engage subcontractors without a written consent from the Buyer, which must be obtained before the sub-contracting work is ordered.

10.2 Sub-contracting shall not imply any limitation of the Seller's liability to fulfil the obligations arising out of the purchase contract and general conditions.

## 11. Other liability

11.1. Insofar as nothing else arises from these General Terms and Conditions of Sale, including the following provisions, we are liable in the case of infringing the contractual or non-contractual duties according to the legal regulations.

11.2. We are liable for compensatory damages in the case of (criminal) intent and gross negligence - irrespective of whatever legal reason - within the framework of culpable liability. We are only liable in the case of simple negligence, subject to the legal limitations of liability (e.g., diligence in our own matters; negligent infringement of duties):

- i. for damages arising from injury to the life, limb, or health,
- ii. for damages arising from infringing an essential contractual duty (only fulfilment of the obligation enables the contract to be properly implemented at all and the contracting parties regularly rely and must rely on compliance with it); however, our liability is limited to the foreseeable, typically arisen damage in this case.

11.3. The limitations of liability that arise from Para. 2 also apply to infringements of duty by or in favor of persons for whose culpability we have to be responsible according to the legal regulations. They do not apply insofar as we remain fraudulently silent or we have undertaken a guarantee for the goods' quality, nor do they apply to the buyer's claims according to the Finnish Product Liability Act (694/1990).

11.4. The buyer can only withdraw or cancel the contract because of infringing a duty that is not based on a defect, if we are responsible for infringing the duty. The customer's free right of cancellation is excluded. The legal prerequisites and legal consequences apply otherwise.

## 12. Statutory limitation

12.1. The statutory periods of limitation according to the Finnish Sale of Goods Act (355/1987) also apply to the buyer's contractual and non-contractual claims for the compensatory damages that are based on a defect in the goods, unless applying the regular statutory limitation (the Finnish Sale of Goods Act) would lead to a shorter period of limitation in individual cases.

## 13. Export regulations and lists of sanctions

13.1. The Seller is obligated to comply with all the applicable export-control regulations and sanctions regulations with reference to the goods.

#### **14. Choice of law and place of jurisdiction**

14.1. The Contract shall be governed by and construed in accordance with the laws of Finland, excluding the choice of law rules and what has been agreed upon accepting these General Terms and Conditions of Sale. All disputes arising between the Parties out of or in connection with the Contract shall be referred to the district court of Turku (Varsinais-Suomi), Finland. However, we are also entitled in all cases to sue the buyer or bring a lawsuit against him at the place of performance of the delivery obligation according to these General Terms and Conditions of Sale or a preferential individual agreement, or at the buyer's general place of jurisdiction. The preferential legal regulations, especially those concerning sole jurisdiction, remain unaffected.