

FORTACO GENERAL PURCHASE TERMS AND CONDITIONS

1. APPLICATION

1.1 These General Purchase Terms and Conditions apply on any and all agreements for delivery of goods and services to Fortaco Group Oy and its Affiliates, to the exclusion of any other terms and conditions such as the Supplier's general terms and conditions for sale of goods, even in a case where Fortaco Group Oy or its Affiliate has not expressly contested such terms and conditions case-by-case and even in a case where the Supplier refers to its own sales terms and conditions in its purchase order confirmations or otherwise.

2. DEFINITIONS

2.1 In the Purchase Agreement the following definitions shall have the meanings set forth below.

"**Affiliate(s)**" shall mean as to any Party, any corporation, person or other entity, (i) which directly or indirectly controls such Party, (ii) which is under the same or indirect ownership or control as such Party, or (iii) which is directly or indirectly owned by or controlled by such Party. For the purposes of this definition, an entity shall be treated as being controlled by another entity if the second entity (i) owns (directly or indirectly) or has voting power more than of fifty percent (50%) of the shares or other securities or equity interests entitled to vote for the election of directors or other managing authority of the first entity, or (ii) owns the right to more than fifty percent (50%) of the economic or income interest in the first entity.

"**Defective Product**" shall mean any Product not meeting the requirements set forth in Clause 13.

"**Delivery Date**" shall mean the date stated in the respective purchase order, which has been agreed in accordance with Clause 6.1 below.

"**Epidemic Defect**" shall mean any defect which appears within five (5) years from the date of delivery in more than two (2) % per cent of Products delivered or manufactured in the same delivery lot, or any actual or anticipated threat of personal injury or damage to property resulting or arising from a defect in a Product.

"**Field Actions**" shall mean any activity Fortaco initiates on Products in order to address quality or safety issues, compliance with legal requirements or customer concerns. Field Actions may include, but are not limited to Product recalls and service campaigns.

"**Fortaco**" shall mean the company that has issued a Purchase Order or a Tooling Purchase Order to the Supplier.

"**Intellectual Property Rights**", "**IPR**" shall mean under any jurisdiction (i) any and all registered intellectual property rights such as patents; registered designs; utility models; trademarks; copyrights and related rights thereto or any other registered or statutory intellectual property rights and (ii) any and all unregistered intellectual property, such as but not limited to, know-how; trade- and business secrets; corporate identity; Inventions; pending applications for any registered intellectually property rights as defined in (i) above; data bases; software; firmware; business-, manufacturing- and other processes; technical information; manuals and guidelines; customer relationships or any other like intellectual property which can be presented or reproduced.

"**Lead Time**" shall mean the time between acceptance of an order and date of delivery with respect to each Product.

"**Party**", "**Parties**" shall mean Fortaco and the Supplier as defined above.

"**Price**", "**Prices**" shall mean the prices agreed between the Parties for Products.

"**Products**" shall mean, without limitation, parts, systems, components or raw materials that Fortaco orders and the Supplier supplies to Fortaco.

"**Purchase Agreement**" is an agreement between Fortaco and the Supplier for the purchase by Fortaco of goods from the Supplier in accordance with Clause 3.1 below.

"**Scope of Supply**" shall mean jointly all Products, documentation and deliverables to be supplied by the Supplier and / or all work, Services and other activities to be provided by the Supplier under the Purchase Agreement as further set forth in Clause 5. below.

"**Services**" shall mean any and all services provided by the Supplier to Fortaco from time to time either individually or related to the Products.

"**Supplier**" shall mean the party to a Purchase Agreement that supplies, or is intended to supply, goods to Fortaco.

"**Tooling Purchase Order**" is a document issued by Fortaco to the Supplier for the purchase of Typebound Tooling.

"**Typebound Tooling**" shall mean any and all tools, jigs, fixtures, dies, moulds, models and / or other equipment, including related software, specifically manufactured or adapted for manufacture or quality control of Products.

3. CONCLUSION OF A PURCHASE AGREEMENT AND CONTRACTUAL DOCUMENTS

3.1 A Purchase Agreement is concluded between Fortaco and the Supplier when Fortaco has issued a Purchaser Order to the Supplier and the Supplier has accepted such Purchase Order. The Supplier shall be deemed to have accepted the Purchase Order at the earlier of (i) the Supplier notifying Fortaco of its acceptance or (ii) the Supplier beginning performance pursuant to the Purchase Order.

3.2 Fortaco accepts no liability for orders for parts, components or raw material that have not been placed in accordance with this Clause 3.

3.3 Fortaco's Affiliates are allowed to purchase goods and services from the Supplier under these General Purchase Terms and Conditions in their own name, for their own account and at their own risk and expense.

3.4 A Purchase Order incorporates these General Purchase Terms and Conditions.

3.5 A Purchase Agreement includes these General Purchasing Conditions and also, to the extent that they are issued, the following documents:

PPM Agreement
QHSE Agreement
Non-Disclosure Agreement
Product list (incl. Specifications, Prices and Lead Times)
Technical Specifications
Fortaco's Code of Conduct

With respect to afore stated documents, a subsequently issued document shall prevail over a previously issued one.

In the event of a conflict between the documents which constitute a part of the Purchase Agreement, the documents shall apply in the order they are mentioned in Section 3.5 unless otherwise expressly agreed in a specific document.

4. NON-EXCLUSIVE SUPPLY

4.1 The Supplier acknowledges and agrees that the Supplier is not an exclusive supplier of the Products to Fortaco.

5. SCOPE OF SUPPLY

5.1 The Scope of Supply must strictly conform to all requirements of the Purchase Agreement and its appendices, including but not limited to all specifications, Product data and quality requirements. Fortaco may provide the Supplier with any and all needed documents, information and data for the sole purpose of delivering of the Products to Fortaco. Any and all such documents, information and data are and remain the sole and exclusive property of Fortaco and/or its customer, and the Supplier shall not disclose or use them for any other purpose than for the delivery of the Products for Fortaco.

5.2 Any changes in design, manufacturing process, place of manufacturing of Products, or any other elements which may have an effect on the quality, reliability, inter-changeability, availability, fit, form or function of the Products, cannot be carried out without the prior written express acceptance by Fortaco.

5.3 A delivery of the Products includes, without any additional fee, any and all needed documentation, such as but not limited to drawings, Product safety instructions, material data declarations, training materials and technical data. All such documentation shall be delivered to the Supplier at the Delivery of the Products at the latest.

5.4 The Supplier shall perform the Services in accordance with all due skill, diligence, prudence and foresight which would reasonably be expected from a services provider highly skilled and experienced with respect to the provision of the Services.

6. BUFFER STOCKS AND LOGISTICAL FRAMEWORK

6.1 The Parties may agree upon a forecasting process, if applicable. Unless expressly otherwise agreed upon in advance in writing, Fortaco shall not be under any obligation to purchase Products or materials from the Supplier on the basis of any forecasts issued, and such forecasted purchase volumes may either be exceeded or undercut by Fortaco at any time. The Supplier agrees to supply Products to Fortaco solely against Fortaco's Purchase Orders. The Supplier agrees to maintain at all times its ability to supply Products in the framework of the agreed Lead Times for Products.

6.2 The Supplier agrees to maintain buffer stocks of Products in order to accommodate with any peaks when so requested by Fortaco. The minimum and maximum levels for such buffer stocks will in such case be agreed upon separately in writing.

7. ORDERING

7.1 Fortaco may place Purchase Orders for Products and Services by e-mail, telefax, EDI or any other mutually agreed method in writing at the agreed single order entry point. The Supplier shall provide Fortaco with a written confirmation of the Purchase Order(s). If Fortaco has not received confirmation of the Purchase Order(s) within two (2) working days from Fortaco's sending the Purchase Order, the Supplier shall be deemed to have accepted the Purchase Order(s). The Supplier has an obligation to accept Fortaco's Purchase Orders as long as such Purchase Orders are in the framework of the agreed Lead Times.

7.2 The applicable Lead Times for Products are to be agreed upon in the Purchase Agreement and its Appendices. Any changes to Lead Times must be mutually agreed upon. The Supplier undertakes to deliver the ordered Products in the agreed Lead Times.

7.3 Fortaco may cancel Purchase Order(s) subject to the following terms: (1) standard Products may be cancelled at no cost to Fortaco; (2) Fortaco specific Products may be cancelled at no cost to Fortaco prior to the agreed Lead Time of the respective Product. In the event Fortaco cancels a Purchase Order of Fortaco specific Products after the expiry of the respective Lead Time of the Product, Fortaco shall compensate the Supplier against proper documentation the direct costs for materials which the Supplier has incurred prior to the date of cancellation, provided that such direct costs are based on Fortaco's Purchase Order and the materials cannot be used for production of any other Products to be supplied by the Supplier to Fortaco, or to any other customer of the Supplier, the latter however upon Fortaco's express prior consent.

7.4 Fortaco may reschedule Purchase Orders of Products not already picked or shipped without any restrictions. Fortaco shall specify which part of the Scope of Supply shall be suspended, the effective date of the suspension and the expected date for resumption.

8. CHANGE MANAGEMENT

8.1 Fortaco may at any time order changes into the Scope of Supply. Changes may include, without being limited to, increases or decreases in the quantity, changes in specifications or design of the Products or any part thereof, as well as changes in the Date of Delivery. A minor modification or change which does not affect the Date of Delivery or Price of the Products shall not constitute a change order for the purposes of this Clause 8.1.

9. PRICES AND PAYMENT TERMS

9.1 The price for Products and Services is stated in the Purchase Order or in the Purchase Agreement and shall, subject to Clause 9.2 below apply until the Parties agree on a new price in writing. Unless otherwise agreed in writing, the price stated for any Products and Services shall be a fixed price, inclusive of all duties, levies, fees and taxes in the country of origin of the Products. Unless otherwise agreed upon by the Parties (e.g. by means of a purchase order and order confirmation), Prices for the Products and Services shall be in EUR.

9.2 The Supplier shall during the term of the Purchase Agreement provide Fortaco with Products Services that are competitive in terms of price, quality, delivery and technical function. If Fortaco considers that the Supplier's delivery of one or more Products and / or Services is no longer competitive in relation to price, quality, delivery and/or technical function even though the delivered Products and / or Services are in accordance with the terms of the Purchase Agreement, Fortaco shall supply the Supplier with information supporting its belief. The Supplier and Fortaco shall in good faith discuss how to make the Products and / or Services competitive. If the Parties are unable to arrive at a mutually acceptable solution within thirty days after Fortaco's notification, then Fortaco shall have the right to terminate the Purchase Agreement insofar as it concerns the non-competitive Products and / or Services by giving the Supplier thirty days' notice.

9.3 The Supplier undertakes to supply a complete cost breakdown (including but not limited to labour, material and amortization) and the price of all the basic components of any Product as well as Services, which in the aggregate shall not exceed the price of the Product it together constitutes.

9.4 All invoices shall be correctly addressed, without being marked for the attention of any individual, and include all other information that is required by Fortaco. For the sake of clarity, Fortaco shall only pay invoices to the bank account of the same the Supplier unit which has supplied the corresponding Scope of Supply to Fortaco.

9.5 Unless otherwise is prescribed in mandatory legislation in relevant jurisdiction, payment shall be made within 90 days from the date when the invoice was received by Fortaco or the Scope of Supply was fully delivered, whichever is later, provided always that Fortaco has received the respective Scope of Supply in the agreed amounts, completeness, quality, condition and the respective Services have been provided according to the agreed service levels or otherwise duly acceptable to Fortaco.

9.6 Remittance of payment shall not imply any acceptance of the delivery or of the invoiced amount.

9.7 The Supplier and Fortaco will jointly pursue cost reduction opportunities for the duration of the Purchase Agreement and will reflect the achievements of such opportunities in price reductions to Fortaco.

9.8 Without prejudice to Fortaco 's other rights and remedies, Fortaco may deduct from any payments due to Supplier the amount of any bona fide contra accounts or other claims which Fortaco or any Fortaco Affiliate may have against the Supplier.

9.9 Fortaco shall be entitled to withdraw from payments due without incurring any liabilities in cases of disputed payments or disputed deliveries, until the respective disputes have been solved. The Supplier shall not be entitled to claim any interest on the disputed amounts, provided that the disputed amounts will be justified, otherwise the Finnish Act on Interest shall apply.

9.10 The price for Products and Services shall be the same for all entities within the Fortaco Group of Companies.

9.11 The agreed Prices shall be the sole and exclusive compensation payable by Fortaco for the Scope of Supply and any related performance by the Supplier.

10. DELIVERY, LIABILITY FOR NON-CONFORMING DELIVERIES

10.1 Unless otherwise agreed upon, the terms of delivery of Products shall be DAP, Incoterms 2013, Fortaco's relevant manufacturing location.

10.2 In the event the Scope of Supply does not fulfil the requirements set forth in Clause 13. (Warranty), Fortaco shall be entitled to (i) demand immediate rectification, or (ii) demand immediate delivery of substitute Products and / or Services.

10.3 If a Defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at Fortaco or delivery disturbances from Fortaco, Fortaco shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work or completely or partly terminate the purchase of the Product and other such Products that Fortaco does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other supplier(s).

10.4 In addition to what is set forth in Clauses 10.2 and 10.3 above, Supplier shall compensate to Fortaco for any loss or damage arising out of or relating to the Defective Product including but not limited to costs (including reasonable attorney's and expert's fees) for any Field Actions, labour, replacement, assembly and disassembly, detection and analysing, scrapping and transportation to Fortaco and its customers and end-users.

10.5 Fortaco is not obliged to inspect the Scope of Supply, but Fortaco is entitled to do so upon its sole discretion. Any possible inspections of the Scope of Supply by Fortaco shall not relieve the Supplier from any of its obligations and do not in any way limit Fortaco's right to present claims and receive compensations for damages.

10.6 If due to a delivery of a Defective Product Fortaco considers it necessary to inspect all Products of the same kind delivered by the Supplier, Fortaco shall be entitled, after giving the Supplier notice thereof, to make such inspection at the latter's expense and without awaiting the latter's approval. The notice shall describe the nature of the defect as well as the time and place of the inspection. If possible, the Supplier shall be present at the inspection.

10.7 In the event that a delivery does not contain the quantity specified in the request for delivery, Fortaco shall be entitled to demand an immediate rectification and the Supplier shall compensate to Fortaco for all costs, arising out of or relating to the delay or shortfall in delivery. If the Supplier delivers a quantity either in excess of Fortaco's ordered quantity or earlier than the Date of Delivery, Fortaco shall not be responsible for taking delivery of, storing or maintaining such Products and shall further be entitled to return any excess or prematurely delivered quantity to the Supplier at the latter's expense and/or receive compensation from the Supplier for storage costs.

10.8 If Fortaco accepts Products that do not conform to the terms of the Purchase Agreement, this will not relieve the Supplier of its obligations to correct any such non-conformance or preclude Fortaco from any remedy under the Purchase Agreement or under the applicable laws.

10.9 In the event of a late delivery of a Product, Fortaco is entitled to (i) completely or partly terminate the purchase of the Product and of other Products which Fortaco does not consider having any use of due to the late delivery, and (ii) make substitute purchases from other suppliers. The Supplier shall indemnify and defend Fortaco against, and hold Fortaco harmless from, any costs, losses and damages incurred or arising out of or relating to the late delivery.

10.10 All materials and Scope of Supply submitted or paid by Fortaco prior to or during the Purchase Agreement, shall remain the exclusive property of Fortaco. They may not, without Fortaco's written consent, be utilized by the Supplier or copied, reproduced or transmitted to a third party or used for any other purpose than for the fulfilment of the obligations under the Purchase Agreement.

10.11 The Supplier undertakes to pack Products properly for transportation. Packing that is different from the standard that is applied on the date of signing of the Purchase Agreement shall be agreed on and specified in advance in Purchase Orders. Standard Prices include the cost of proper packing and protection required to prevent damage or loss to Products during transportation.

10.12 Should Fortaco at its sole discretion permit the Supplier to continue to supply the delayed delivery, the Supplier agrees to take at its cost and expense any actions needed such as but not limited to expedited deliveries, and to compensate any accrued damages due to the delayed delivery.

10.13 If the delivery is delayed due to Force Majeure, or an act or omission of Fortaco, the Date of Delivery shall be postponed as considered reasonable taking into consideration all pertinent circumstances.

11. TRANSFER OF TITLE AND TRANSFER OF RISK OF LOSS

11.1 The title to the Scope of Supply and any parts thereof shall pass to Fortaco upon the delivery to the delivery location designated in the Purchase Order by Fortaco.

11.2 The risk of loss to the Scope of Supply shall pass to Fortaco according to the agreed delivery term, provided that the risk of any Scope of Supply rejected by Fortaco shall revert to the Supplier immediately upon notice given by Fortaco of such rejection.

12. PRODUCT LIABILITY

12.1 The Supplier shall defend, indemnify and hold Fortaco harmless from and against any and all loss, liability, cost and expense (including reasonable attorney's and expert's fees) arising out of a claim that a defect in the design or manufacture of the Products, including defects in material and/or manufacturing processes or techniques, caused personal injury or loss of, destruction or damage to property. This agreement of indemnification includes the Supplier's responsibility for all judgments or settlement amounts which may otherwise be or become the responsibility of Fortaco but for the agreement of indemnification set forth in this Clause 12.1. This agreement of indemnification shall inure to the benefit of Fortaco and its Affiliates and all of their officers, directors, successors and assigns. The Supplier shall, at Fortaco's request, assist Fortaco in disputes in which Fortaco could become involved by reason of such alleged defects and if required by Fortaco take on the conduct of any dispute.

12.2 Neither Fortaco nor the Supplier will file cross-claims or third party complaints against the other in product liability litigation without notifying the other Party in advance. Where practicable, notice should be given sufficiently in advance to allow thorough discussion of alternatives to such filing.

12.3 If there is a risk of a Product causing personal injury or property damage due to a Product being a Defective Product, such that Fortaco decides to perform a Field Action, the Supplier shall compensate Fortaco for its costs in conjunction with such Field Action, including but not limited to costs including reasonable attorney's and expert's fees) for labour, replacement, assembly and disassembly, detection and analysing, scrapping and transportation to Fortaco and/or its end-users.

13. WARRANTY

13.1 The Supplier represents and warrants, for a period of three years from the date the Products are delivered to the end-user, or for a period of three years and six months from the Supplier's delivery of the respective Product to the delivery address indicated by Fortaco that: all Products delivered under the Purchase Agreement (i) shall conform to the specifications, quality requirements and to any samples approved by Fortaco; and (ii) shall be free from defects in title, materials, workmanship, manufacture and design (to the extent the Supplier, its employees, agents, contractors and/or vendors are responsible for the design) and (iii) shall be clear of all liens, encumbrances, restrictions, and other claims against title of ownership and (iv) shall be fit and sufficient for their intended purpose as indicated by Fortaco or as generally utilised in the industry and (v) do not infringe, violate or misappropriate any third party's intellectual property rights.

13.2 The Supplier agrees to waive the time limitation to which the foregoing warranties are subject in the event that after the applicable warranty period has expired, (a) defects of the same or similar nature have been discovered in a statistically significant portion of the Products, (b) a defect is discovered which may cause or has caused (or is alleged by a third party to may cause or has caused) damage or poses a significant threat of damage to property or to the health or safety of any person, c) a defect existed in the Products / Scope of Supply at the Date of Delivery but the defect could not be reasonably detected during the Warranty Period, or d) Fortaco anywhere in the world is statutorily obliged to perform a Field Action involving the repair or replacement of Products.

13.3 The Supplier shall immediately inform the purchasing department at Fortaco of any Defective Products, discovered or anticipated which have been dispatched to Fortaco.



13.4 The Supplier shall ensure it has obtained all information on the intended use of, application of and other conditions affecting the Products. Fortaco shall upon request from the Supplier provide all information, which Fortaco in its sole discretion deems relevant for the design, development and/or manufacturing of the Products.

13.5 Fortaco's personnel may from time to time render assistance and/or give suggestions and/or opinions to, or affect an exchange of, information with the Supplier's personnel concerning the Products to be furnished under a Purchase Order ("Assistance"). Fortaco is not obliged to provide such Assistance and the provision by Fortaco of such Assistance shall not create any liability for Fortaco and shall not in any way limit the Supplier's liability to fully perform its obligations under the Purchase Agreement. Moreover any Assistance provided by Fortaco shall neither grant the Supplier authority to change the relevant Products or any provisions of a Purchase Order or the Purchase Agreement, nor shall any Assistance constitute a change binding upon Fortaco unless issued as an amendment in accordance with the Purchase Agreement. In all cases, and as acknowledged by the Supplier, Fortaco is relying upon the Supplier's knowledge and expertise in performing all work regarding the Products to be furnished under a Purchase Order.

13.6 In the event a Product does not fulfil the requirements set out in the Purchase Agreement (being a Defective Product), Fortaco shall be entitled to (i) demand an immediate rectification, or (ii) demand an immediate delivery of substitute Product(s).

13.7 If a Defective Product cannot be repaired or replaced without delay or if there is a risk of production disturbances at Fortaco or delivery disturbances from Fortaco, Fortaco shall be entitled, without obtaining the Supplier's consent and at the latter's expense, to make the necessary repair work or completely or partly terminate the purchase of the Product and other such Products that Fortaco does not consider having any use of due to the defect or shortcoming, and also, to undertake substitute purchases from other supplier(s). The Supplier shall be liable for all costs, loss or damage arising out of or relating to the Defective Product. Such costs are without limitation: (i) the costs of gathering and analysis; (ii) handling and administration costs; (iii) assembly and disassembly (iii) transportation and logistics costs for the defective/replacement products; (iv) costs to do inspection on the Products; (v) costs of scrapping Defective Products; (vi) repair costs; (vii) replacement costs; (viii) travel and labour costs.

13.8 If Fortaco accepts Products that do not conform to the terms of the Purchase Agreement this will not relieve the Supplier of its obligations to correct any such non-conformance or preclude Fortaco from any remedy under the Purchase Agreement.

13.9 The Defective Products rejected hereunder shall be placed at the Supplier's disposal. Fortaco shall keep the rejected Products available to the Supplier in maximum for one (1) month as from Fortaco's notice to the Supplier to take the rejected Products into the Supplier's position. The Supplier shall issue Fortaco a credit note equal to the value and transport and/or other costs and expenses related to the rejected Products in two (2) weeks from Fortaco's said notice. The respective incoming inspection report will be given to the Supplier. Return or scrapping of the rejected Products shall be made at the Supplier's expense.

13.10 In case of an Epidemic Defect occurs or threatens to occur, in order to mitigate the loss or anticipated loss, the Supplier shall, in addition to the remedies set forth in this Clause 13, modify or replace not only the defective Products, but also any other Products with the same article code, or Products which have been delivered or manufactured in the same manufacturing lot as the defective Products. The Supplier shall be liable for all costs, loss or damage arising out of or relating to the Defective Product. Such costs are without limitation: (i) the costs of gathering and analysis; (ii) handling and administration costs; (iii) assembly and disassembly (iii) transportation and logistics costs for the defective/replacement products; (iv) costs to do inspection on the Products; (v) costs of scrapping Defective Products; (vi) repair costs; (vii) replacement costs; (viii) travel and labour costs.

14. AFTER MARKET SERVICES AND SPARE PARTS

14.1 The Supplier agrees to provide Fortaco with repair, maintenance and other after-market and out-of-warranty services and to supply spare parts to the Scope of Supply for fifteen (15) years as from the termination or expiry of the Purchase Agreement in accordance with the same pricing principles as agreed upon in the Purchase Agreement.

15. TYPEBOUND TOOLING

15.1 Typebound Tooling owned by Fortaco

15.1.1 Typebound Tooling referred to in a Tooling Purchase Order issued by Fortaco is owned by Fortaco. The Supplier may not issue an invoice to Fortaco for Typebound Tooling until such Typebound Tooling has been approved by Fortaco.

15.1.2 The Supplier shall mark Typebound Tooling owned by Fortaco in such a way that Fortaco's ownership is clearly shown and shall inform insurers as to the fact of Fortaco's ownership. The Supplier shall establish a register, accessible to Fortaco, of all Typebound Tooling and, upon Fortaco's request, certify Fortaco's ownership of the Typebound Tooling to third parties and/or Fortaco.

15.1.3 The Supplier may not use Typebound Tooling owned by Fortaco for the production and/or supply of any goods or services to any other party.

15.1.4 In addition to Section 15.1.3 above, if Fortaco has any Intellectual Property Rights in Typebound Tooling, the Supplier may not use such Typebound Tooling for the production and/or supply of any goods or services to any other party in any territory.

15.1.5 The Supplier is solely responsible for:

- Maintaining the Typebound Tooling, including its repair or replacement, in the condition necessary to produce the Products in accordance with the terms of the Technical Specifications for the relevant Products and be responsible for all wear and tear;
- Housing the Typebound Tooling and insure them against loss or damage, even if it occurs despite the Supplier's exercise of due care; and
- Keeping the Typebound Tooling identifiable as Fortaco's property.

15.1.6 Typebound Tooling may not be destroyed or scrapped without Fortaco's written consent. Typebound Tooling that is the subject of Intellectual Property Right(s) may furthermore not be copied without the consent of the owner of such Intellectual Property Right(s). Upon Fortaco's request, all Typebound Tooling, drawings and other materials shall be returned to Fortaco.

15.2 Typebound Tooling owned by the Supplier

15.2.1 The Supplier shall bear the cost of developing, manufacturing, maintaining and renewing all Typebound Tooling used in the production of Products ordered by Fortaco.

15.2.2 If Fortaco has any Intellectual Property Rights in Typebound Tooling, the Supplier may not use such Typebound Tooling for the production and/or supply of any goods or services to any other party.

15.2.3 If the Supplier enters into composition proceedings, is declared bankrupt, goes into liquidation or for any other reason can be assumed to have become insolvent, the Supplier shall immediately inform Fortaco thereof. The Supplier undertakes to assist Fortaco in acquiring the Typebound Tooling which are necessary to manufacture the Products. If the Typebound Tooling is covered by Intellectual Property Rights owned by Fortaco, the Supplier shall immediately inform the trustee, receiver or other accredited person(s) of Fortaco's Intellectual Property Rights to Typebound Tooling. The Supplier shall return to Fortaco all document transmitted regarding the development, the manufacturing and maintenance of the Typebound Tooling and the Products (e.g. drawings, technical documents).

15.2.4 In case of termination of the Purchase Agreement for a Product, Fortaco is entitled to acquire the ownership of all Typebound Tooling, used solely for production to Fortaco and/or its Affiliates, against payment of market value. The Supplier hereby certifies that the Supplier at all times will be able to fulfill its obligations in this respect.

15.2.5 Typebound Tooling may not be destroyed or scrapped without Fortaco's prior written consent. Typebound Tooling that is a subject of Intellectual Property Right(s) may furthermore not be copied without the consent of the owner of such Intellectual Property Right(s).

16. INTELLECTUAL PROPERTY RIGHTS AND INDEMNIFICATION

16.1 The Supplier may only use the Intellectual Property Rights of Fortaco and its Affiliates, for the production and supply of Products to Fortaco and its Affiliates and may not use such Intellectual Property Rights for the production and/or supply of any goods or services to any other party.

16.2 If Fortaco or its Affiliate pays, or otherwise compensates, the Supplier for development or design work, initiated by Fortaco, for Products or Typebound Tooling, any Intellectual Property Rights arising from such work shall accrue to Fortaco.

16.3 Fortaco and the Supplier may in a separate document agree on the ownership to and remuneration for Intellectual Property Rights resulting from design and/or development work performed by the Supplier.

16.4 The Supplier is responsible for ensuring that the Product or its use does not infringe the Intellectual Property Rights of any third party. The Supplier will, at its sole cost and expense, indemnify defend and hold Fortaco and its Affiliates harmless against any and all claims for any alleged infringement of Intellectual Property Rights that may be brought against Fortaco, its Affiliates or anybody that uses the Products arising out of or relating to the Product or its use and either to replace the Product by another equivalent Product or to obtain all necessary consents for the continued use of the Product. Said undertaking shall not apply to the extent Fortaco has performed development or design work. The Supplier shall, at Fortaco's request, assist Fortaco in disputes in which Fortaco could become involved by reason of such infringement and if required by Fortaco take on the conduct of any dispute. The Supplier represents and warrants that it has and shall maintain in force any and all necessary licenses from third parties related to the Scope of Supply.

16.5 The Supplier shall not use any corporate name or trademarks belonging to or licensed to Fortaco or its Affiliates other than as instructed by Fortaco in advance in writing.

16.6 The Supplier shall indemnify, defend and hold Fortaco, its Affiliates and customers harmless against any claims arising from or in connection with the breach or alleged breach of third party Intellectual Property by Products and / or Scope of Supply and/or other reasons attributable to the Supplier. The Supplier agrees to indemnify Fortaco against any claims, compensations, rewards, costs and expenses incurred by Fortaco (including, without limitation to, reasonable legal costs) arising from a claim by third parties of an alleged infringement of any Intellectual Property, which may be attributable to the incorporation by Fortaco of any Products in articles sold by Fortaco or Fortaco's customers or which may be attributable to use or sale of Products by Fortaco or by any of Fortaco's customers.

16.7 In case Product is claimed to constitute an infringement, or an infringement claim of a third party, in addition to Clause 16.4 above and upon Fortaco's request, the Supplier shall either:

- (i) acquire from such third party a license grant for the intellectual property right in question at the Supplier's cost; or
- (ii) replace such infringing Product by non-infringing product without any costs to Fortaco; or
- (iii) grant Fortaco a credit for the purchase price of such Product.

In addition to the above stated Fortaco shall have right to terminate this Agreement according to Clause 34.

16.8 This Clause 16. shall not apply to the extent the claims are solely attributable to specifications or design provided by Fortaco or Fortaco's customer.

17. DISCONTINUATION OF PRODUCTION

17.1 If the Supplier intends to discontinue supply of some Product or component and the replacing new Product is not completely interchangeable, the Supplier shall inform Fortaco at least twelve (12) months in advance, so that Fortaco will be able to secure its production. Fortaco's possibilities and time schedules in replacing the discontinued Products shall be taken into account. A phase-out plan shall be discussed and agreed upon in good faith, and supply shall be guaranteed as minimum during the twelve (12) months' notice period.

17.2 If the Supplier's reason for discontinuing of a Product is due to a total closure of a production unit, the Supplier's obligation to inform Fortaco should be diminished so that it is not in conflict with the applicable laws and regulations regarding public information sharing. However, the Supplier guarantees to Fortaco:

- a notification at the same time as the decision is made public,
- supply from the same production unit under six (6) months,
- supply from other production unit or Affiliate of Supplier or, if Fortaco agrees, support to Fortaco and a new supplier to Fortaco during minimum twelve (12) months. In case the Supplier utilizes production from any other of its Affiliates, the Products' prices shall be agreed to be in line with the Prices already agreed upon in the Purchase Agreement.

17.3 At the discontinuation of supply of any Product:

- (i) the Supplier shall return all drawings, tooling or other documents belonging to Fortaco (except to the extent that these drawings, tooling and other documents are necessary for the Supplier to supply to Fortaco other than the discontinued Products, unless Fortaco accepts that those Products and Spare Products related to the Products, are released from the obligations through the Purchase Agreement);
- (ii) Minimum commitment of material and components in case of phase-out shall be as stated in the Purchase Agreement, or local logistical agreements, shall be respected.
- (iii) Fortaco shall return all drawings, tooling or other documents belonging to the Supplier; and
- (iv) All outstanding Purchase Orders shall be fulfilled by the Parties.

18. MANUFACTURING LOCATION

18.1 The Supplier has been selected by Fortaco based on, inter alia, Fortaco's expectations on the Supplier's ability to manufacture and deliver Products with required quality and otherwise in accordance with the Purchase Agreement. Therefore, the Supplier may not relocate the production of a Product, wholly or partly, without Fortaco's written consent. Such consent, if given, is without prejudice to Fortaco's continued rights to require compliance by the Supplier with the Purchase Agreement. If, as a result of such approved relocation of the production of a Product, the Purchase Agreement will be fulfilled by another entity than the Supplier, the Supplier shall ensure that such other entity accepts (prior to or simultaneous to said relocation, naming Fortaco as a third-party beneficiary in writing) to be bound, vis-à-vis Fortaco, by all terms and conditions in the Purchase Agreement; the Supplier shall however also continue to be responsible for the fulfilment of the Purchase Agreement.

19. FORCE MAJEURE

19.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure, which is beyond the reasonable control of the hindered Party: wars, civil riots, public disorder, currency and other restrictions and disruption in banking services, natural disasters and exceptional weather conditions. Force Majeure events shall not include eg. non-performance of a sub-contractor, shortage or lack of material or resources or shortage of transport.

19.2 In the event that the delay or non-performance of either Party continues for a period of one (1) month due to reasons of Force Majeure, then the other Party shall have the right to terminate the Purchase Agreement, a part thereof and/or the relevant purchase order with an immediate effect without incurring any liabilities to the other Party for reasons attributable to the Force Majeure event.

20. CONFIDENTIAL INFORMATION

20.1 Each Party shall keep in confidence all material and information of the other Party that is marked as confidential or which should be understood to be confidential, including but not limited to: information the other Party's or the Party's customer's information related to present or future products, designs, business plans, business opportunities, know-how, technology, customers, employees, sources of products, contracts, research and development, production process and plans, marketing and financial data and other confidential information. A Party shall have the right to use such material and information only for the purpose of fulfilling the contractual obligations set forth in the Purchase Agreement; copy such material and information only to the extent necessary for the purposes of the Purchase Agreement; and disclose such material and information only to those of its employees with a need to know such material and information and then only for the purposes set forth in the Purchase Agreement. The confidentiality obligation shall, however, not be applied to material and information that: (a) is generally available or otherwise public; (b) the Party has received from a third party without any obligation of confidentiality; (c) was in the possession of the receiving Party prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; (d) a Party has developed independently without using material or information received from the other Party; or (e) a Party must disclose pursuant to a law, decree, or other order issued by the competent authorities or judicial order.

20.2 Except as provided below in this Clause 20, the receiving Party of such confidential information agrees to treat such information as strictly confidential and shall not divulge, directly or indirectly, to any other person, firm, corporation, association or entity, for any purpose whatsoever, confidential information so received, and shall not make use of or copy such confidential information, except for what is stipulated in the Purchase Agreement. Such confidential information may be disclosed only to employees of the receiving Party or its Affiliates who reasonably require access to such information for the purpose for which it was disclosed and who have secrecy obligations to the receiving Party.

20.3 This commitment shall impose no obligation upon either Party with respect to any portion of such information that:

- (i) was known to the receiving Party prior to its receipt from the other Party; or
- (ii) is now or which (through no act or failure on the part of the receiving Party) becomes generally known; or
- (iii) is supplied to receiving Party by a third party, which the receiving Party in good faith believes to be free to make such a disclosure, and without restriction on disclosure; or
- (iv) is independently developed by the receiving Party without use of any confidential information provided by the disclosing Party.

20.4 At the disclosing Party's request or following the termination of the Purchase Agreement, the receiving Party shall promptly return or destroy (and confirm the destruction by delivering a certificate of destruction to the requesting Party) all confidential information in tangible form in the receiving Party's possession, without retaining any copies, extracts or notes or alike.

20.5 In addition to the above, the Parties may have executed separate non-disclosure agreement which shall remain in force between the Parties. The rights and obligations pursuant to this Clause 20 shall remain after the termination of the Purchase Agreement.

21. AUDITS AND SURVEYS

21.1 The Supplier agrees and acknowledges that Fortaco shall at all times have the right, upon a reasonable notice to the Supplier, to make itself by or with its customers or by its representatives, audits and surveys related to the Supplier's and its relevant subcontractors' premises, manufacturing systems, bookkeeping, financial statements or any other matters related to the Supplier's performance and ability to perform under the Purchase Agreement. The Supplier shall promptly remedy any found deviations at its cost and expense.

21.2 Fortaco shall at all times have a right (but not an obligation) to audit the Supplier's sub-contractor(s) and / or refuse the Supplier's using certain sub-contractor(s). Regardless of any Fortaco's actions, the Supplier shall at all times remain responsible for the actions and omissions of its suppliers and sub-contractors.

22. INSURANCES

22.1 The Supplier agrees to maintain an adequate insurance coverage with a reputable insurance company for fifteen (15) years as from the expiry of the Purchase Agreement, and shall produce evidence of such insurance at Fortaco's request. If Fortaco deems that the Supplier's insurances are not sufficient to cover possible damages, sanctions and compensation related to the Purchase Agreement, the Supplier agrees to improve its insurance coverage to a sufficient level. Supplier is liable to reimburse damages suffered in connection with claims brought against Fortaco by third parties related to uninsured or otherwise uncovered acts or omissions of the Supplier.

23. CODE OF CONDUCT, ENVIRONMENTAL COMPLIANCE

23.1 The Supplier undertakes to strictly comply with Fortaco Code of Conduct and the agreed Environmental Requirements. The Supplier shall ensure the compliance with the principles of Fortaco Code of Conduct and the Environmental requirements throughout the Supplier's supply chain. The Supplier acknowledges and agrees that Fortaco shall have the right to terminate the Purchase Agreement with an immediate effect in a case of breach of the Code of Conduct or Environmental requirements by the Supplier or any party in the Supplier's supply chain.

24. EXPORT CONTROLS AND ORIGIN

24.1 If any Product, or component therein, which the Supplier delivers to Fortaco is subject to any national export or control regulations in those countries where the Supplier produces the Product or those countries from which the components originate, the Supplier shall be obliged, prior to the Parties agreeing on the specification, to notify Fortaco in writing thereof and of the scope of the export restrictions.

24.2 The Supplier shall be obliged to deliver all assistance, information or certificates needed by Fortaco for custom clearance for any Product or component therein, which the Supplier delivers to Fortaco.

24.3 The Supplier shall upon delivery supply Fortaco with an export certificate or its equivalent containing among other things details of the origin of a Product delivered and - in relevant instances - its EC- or EEA-value.

24.4 The origin, EC- or EEA-value of a Product may not be altered without the prior written consent of Fortaco.

24.5 The Parties agree to co-operate including without limitation, in providing required documentation in order to obtain export licenses or exemptions. The Supplier warrants that it will comply in all respects with all export and restrictions set forth in the export license (if necessary) for every item delivered to Fortaco.

25. LEGAL COMPLIANCE

25.1 Each party shall comply with all laws and regulations relevant to the performance under the Purchase Agreement. This will include but not be limited to the Supplier's obligation to treat dangerous goods in accordance with all applicable laws and regulations.

25.2 The Supplier undertakes to comply with any and all applicable laws and legislations relating to data protection and processing personal data. The Supplier may only process personal data in accordance with Fortaco's instructions as applicable from time to time and shall not be entitled to process personal data for any purpose or in any manner other than is necessary to perform obligations pursuant to the Purchase Agreement. Where the

Supplier processes personal data in connection with the provision of the Products or otherwise in the performance of its obligations under the Purchase Agreement, it is acknowledged that the Supplier shall take all such appropriate technical and organizational measures in order to protect the personal data processed under the Purchase Agreement.

26. GOVERNING LAW AND DISPUTE RESOLUTION

26.1 These General Purchase Terms and Conditions and any Purchase Agreement shall be governed by and construed in accordance with the laws of the Republic of Finland without regard, however, to its choice of law provisions.

26.2 Disputes concerning the Purchase Agreement, including without being limited to the interpretation and application of these General Purchase Terms and Conditions, shall be fully and finally settled in accordance with the Expedited Rules of the Arbitration Institute of the Central Chamber of Commerce in Helsinki, Finland by arbitrator(s) appointed by the Central Chamber of Commerce. The proceeding shall be conducted in English. All awards shall be final and binding on the Parties and enforceable in any court of competent jurisdiction.

26.3 The parties undertake and agree that all arbitral proceedings shall be kept strictly confidential and all information disclosed in the course of such arbitral proceeding shall be used solely for the purpose of those proceedings.

27. OTHER SANCTIONS

27.1 In addition to the Supplier's liability for any defects, delays and product liability under the Purchase Agreement, a Party shall compensate the other Party for any loss or damage suffered as a result of a breach of the Purchase Agreement.

27.2 If a Party fails to comply in any material respect with its obligations under the Purchase Agreement and does not undertake complete rectification within thirty (30) days after a written notice to that effect, the other Party shall be entitled to terminate the Purchase Agreement with immediate effect and receive compensation in accordance with the provisions of the Purchase Agreement.

28. TRANSFER AND ASSIGNMENT

28.1 A Party may neither transfer nor assign its rights or obligations under the Purchase Agreement without the written consent of the other Party. Fortaco may however transfer or assign such rights or obligations to any Fortaco Affiliate without consent.

29. SUBCONTRACTORS

29.1 The Supplier is not entitled to subcontract any part of its obligations under the Purchase Agreement without Fortaco's prior written approval, such approval not to be unreasonably withheld. The Supplier shall however always remain fully responsible for the, acts, omissions and compliance with the Purchase Agreement to the same extent as if such obligations and compliance had been performed by the Supplier.

30. SEVERABILITY

30.1 The invalidity or non-enforceability of any particular provision of the Purchase Agreement shall not affect the other provisions hereof, and the Purchase Agreement shall be construed in all respects as if the invalid or unenforceable provision was omitted. The Parties shall in such a case immediately conclude a new agreement that replaces the invalid provision and as far as is possible ensures through its content an equivalent result.

31. WAIVER

31.1 The waiver or forbearance or failure of a Party in insisting upon the performance of any provisions of the Purchase Agreement shall not be construed as a waiver or relinquishment of that Party's rights to future performance of such provisions and the other Party's obligation in respect of such future performance shall continue in full force and effect. Notwithstanding the generality of the foregoing, any failure by Fortaco to answer a question or communication from the Supplier about a delayed delivery shall not affect Fortaco's right to impose a sanction in accordance with the Purchase Agreement.

32. NO AGENCY

32.1 Neither Party nor its representative shall be deemed to be a representative, agent or employee of the other Party, by contract, by employment or by any reason whatsoever. Furthermore neither Party shall have the authority or right to assume, create or undertake any obligation of any kind whatsoever, express or implied, on behalf of or in the name of the other Party.

32.2 Nothing contained in the Purchase Agreement is intended nor shall it be construed as creating a partnership, joint venture or an agency among the Parties. The Supplier shall act independently and not as an agent of Fortaco in performing the Purchase Agreement, maintaining complete control and responsibility over its employees and personnel.

33. MUTUAL DRAFTING

33.1 The Purchase Agreement shall be construed as having been mutually drafted by the Parties without regard to any actual division of responsibility in the drafting or interpretation thereof.

34. TERM OF THE AGREEMENT

34.1 The Purchase Agreement shall be valid until further notice, with a mutual notice period of twelve months from the date of the termination notice.

34.2 The Purchase Agreement can also be terminated in accordance with Sections 9.2, 16.7, 19, 23, 25 and 27.2 above.

34.3 In addition to the above, a Party is entitled to terminate the Purchase Agreement with immediate effect and without any liability for compensation due to such termination if:

- a) the other Party enters into composition proceedings, is declared bankrupt, goes into
- b) liquidation or for any other reason can be assumed to have become insolvent; or
- c) the other Party is acquired by a competitor of the Party seeking termination.

34.3 Without limitation of the survivability of any provisions hereunder which by their nature would reasonably be construed as surviving any expiration or termination of any Purchase Agreement, the provisions of Clauses 10, 12, 13, 14, 16, 20, 22, 23, 25, 26, 27 and 33 of these General Purchase Terms and Conditions will survive any expiration or termination of the Purchase Agreement.

35. AMENDMENTS

35.1 Any amendment to this Purchase Agreement shall be made in writing and signed by the authorized representatives of both Parties.

36. LANGUAGE

36.1 Should these General Purchasing Conditions or a Purchase Agreement be translated into another language than English, the English version shall prevail in case of inconsistency.