

Version: July 2019

1. General Provisions; Applicability

The sale of any and all goods, equipment and products by Meca-Trade ("Products") shall be conditioned upon, and subject to the following terms and conditions ("Terms and Conditions") which shall form an integral part of any agreement between Buyer and Meca-Trade relating to the supply of Products or Services by Meca-Trade.

Buyer's acceptance of any quotation, proposal or offer made by Meca-Trade for the sale of Products (collectively, "Quotation") is expressly made subject to these Terms and Conditions and none of the Terms and Conditions may be added to, modified, superseded or otherwise altered except as revised in writing by Meca-Trade or in a mutually agreed and signed contract (a "Contract").

All orders for Products received by Meca-Trade shall be governed only by these Terms and Conditions, notwithstanding any terms and conditions in any purchase order, release order, or any other form issued by Buyer. Meca-Trade hereby objects to any terms and conditions which may be found in any purchase order, release order, or any other form issued by Buyer and hereby notifies Buyer that they are rejected.

Any services of Meca-Trade that are included in and/or provided in connection with the sale of any Products ("Services") are governed by these Terms and Conditions.

2. Definitions

In these Terms and Conditions the following terms shall have the meaning hereinafter assigned to them:

"Business Day" means a day on which the banks in Finland are generally open for the public.

"Buyer" means the corporate body of the purchaser, which shall include the principal of Buyer if Buyer is acting on behalf of another entity, purchasing Products or Services from Meca-Trade, as well as its affiliated companies, successors and assigns.

"Contract" means only those documents signed by both Parties and expressly made part of these Terms and Conditions by the Parties, which however include (whether signed by Buyer or not) Meca-Trade's Quotation and technical specifications as well as these Terms and Conditions.

"Party/Parties" means either Buyer or Meca-Trade, or both together, depending upon the context.

"Products" means any and all goods, equipment and products sold and/or supplied by Meca-Trade including

any documentation (such as manuals and drawings) related or connected thereto or otherwise agreed to be supplied by Meca-Trade.

"Services" means any services rendered in connection to or relating to the Products, including but not limited to the repair, maintenance, modernization, inspection, testing and re-working of Products and any necessary parts and materials, whether at Meca-Trade's facility or at Buyer's site.

"Quotation" means any quotation, proposal or offer made by Meca-Trade for the sale of Products.

"Meca-Trade" means Meca-Trade Oy (Mikkolantie 32, FI-28130 Pori, Finland; Business ID 0551251-5), a corporation organized under the laws of Finland, as well as its affiliated companies, successors and assigns.

"In writing" refers to a document signed by the Parties or sent by either Party by letter, fax, electronic mail, and by such other means as are agreed by the Parties.

3. Prices

Prices quoted by Meca-Trade shall, unless otherwise stated in a Quotation, remain firm for a period of thirty (30) days from the date of a Quotation. However, Meca-Trade reserves the right, at any time prior to the acceptance of a Quotation by Buyer to adjust said prices by providing notice in writing to Buyer regarding any such adjustment.

Quotations provided are priced based on Buyer's purchase of the entire scope of Products identified in a Quotation. If less than the entire scope of Products identified in a Quotation is ordered by Buyer, prices may vary.

Unless otherwise stated in a Quotation, installation, commissioning, supervision and/or start-up services or other Services are not included in the price of Products to be provided by Meca-Trade.

Buyer shall pay Meca-Trade to the extent of Services provided, or for the quantity of Products shipped should Meca-Trade be unable for any reason to provide and/or ship the entire scope of Products identified in a Quotation.

Prices quoted by Meca-Trade are exclusive of all local permits and taxes (except taxes levied on Meca-Trade's income and payroll) including federal, state, provincial and local use, sales, property or similar taxes, and Buyer shall pay all such amounts or taxes in full or shall reimburse Meca-Trade for any such amounts or taxes paid by Meca-Trade.

4. Scope of Delivery

The Products and Services provided by Meca-Trade pursuant to a Quotation and/or a Contract are limited exclusively, to the goods expressly identified in such Quotation and/or Contract. As a result, Meca-Trade does not assume responsibility and/or liability for the failure to provide any other goods, products, equipment or services.

Modifications, additions or deletions to or from the scope referenced in a Quotation and/or a Contract shall only be effective if evidenced in writing duly signed by authorized person on behalf of Meca-Trade and the sale of any and all Products affected by such modification, addition or deletion shall be subject to these Terms and Conditions whether or not referenced therein.

All sales of Products and Services are final.

5. Terms of Payment

Unless otherwise provided in the Quotation and/or Contract, all Meca-Trade invoices shall be paid by Buyer within fourteen (14) days of the date of invoice.

If Buyer fails to timely pay invoices, Meca-Trade shall be entitled to suspend all work and deliveries and issue a late charge equivalent to 18% (per annum). Buyer shall reimburse Meca-Trade for all expenses, regardless of their nature or type (including attorney's fees), related in any way to Meca-Trade's collection of invoices not paid in as they fall due or otherwise incurred by Meca-Trade in the enforcement of these Terms and Conditions.

Buyer shall make progress payments as stated in the applicable Quotation or otherwise agreed to in a writing signed by Buyer and Meca-Trade.

Buyer shall have no right to offset any amounts due Meca-Trade by any payment or other obligation which Meca-Trade or any of its affiliates may owe to Buyer.

6. Cancellation

A purchase order and/or a Contract may be cancelled by Meca-Trade (in whole or in part) at any time if (a) Buyer fails to strictly comply with the terms governing the order, (b) Buyer becomes insolvent, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors, (c) a petition in bankruptcy or insolvency is filed by or against Buyer, or (d) amounts due Meca-Trade by Buyer are unpaid.

Upon cancellation of a purchase order, Buyer shall, in addition to the obligation to indemnify Meca-Trade for any and all damages arising out of or in connection to the cancellation, be obligated to pay to Meca-Trade the price for all Products that can be completed and shipped

within thirty (30) days of the date of cancellation, all Services performed to date, all special tooling for which commitments have been made by Meca-Trade, and all of Meca-Trade's costs, expenses and reasonable profit for work in process as of the date of cancellation.

7. Delivery

Unless otherwise identified in a Quotation or Contract, all shipments of Products are EXW Meca-Trade's plant, warehouse or dock (Incoterms 2010), and all risk of loss with respect to any Products shipped shall pass to Buyer when such goods are made available to the carrier at such plant, warehouse or dock.

Title to Products shall transfer to Buyer upon Meca-Trade's receipt of payment in full for all Products and Services provided pursuant to a Quotation, purchase order and/or Contract.

7.1. Delay in Delivery

Should the Products not be delivered on or before the agreed delivery date, the Buyer shall be entitled to liquidated damages as of (but not including) the delivery date, subject however to that the delay is not (wholly or partly) due any act or omission or circumstance (even partly) attributable to the Buyer.

Should the delay in delivery be caused by Force Majeure as set out in section 11 or any act or omission or circumstance not within the sphere of influence if Meca-Trade, Meca-Trade shall be entitled to extend the delivery date by a period which is necessary having regard to all the circumstances of the case. The preceding shall apply regardless of whether the reason for the delay occurs before or after the delivery date.

The liquidated damages shall be payable at a rate of 0.05 % of the price of the Products for every Business Day of the delay. The liquidated damages shall however not exceed 2.0 % of the price of the Products. If only part of the Products are delayed, the liquidated damages and the maximum amount of the liquidated damages shall be calculated on the part of the price which is attributable to the delayed part of the Products.

The liquidated damages shall be become due at the Buyer's written claim thereof, however not before delivery has taken place. The Buyer shall notify its claim for liquidated damages in writing no later than within four (4) weeks as of the original delivery date, after which Buyer shall be deemed to have forfeited its right to liquidated damages.

If the delay in delivery is such that the Buyer is entitled to the maximum liquidated damages and the Products are still not delivered, the Buyer may by written notification thereof demand delivery within a reasonable time period, which shall in no case not be less than two (2)

weeks. If Meca-Trade does not deliver the Products within such time period, and this is not due to circumstances attributable to the Buyer, the Buyer shall have the right to cancel the purchase order for the part of the Products still undelivered.

The liquidated damages and the right to cancel stated in this section 7.1 shall be the sole and exclusive remedies available to the Buyer for delay. For the sake of clarity, it is stated, that in case of Buyer's cancellation of a purchase order or part thereof in case of delay, the Buyer shall not be entitled to further compensation of any kind other than the liquidated damages as set out herein.

7.2. Freight Charges

Any reference to freight charges contained in a Quotation or Contract is an estimate. Meca-Trade is not responsible for any differences that may occur between freight estimates contained in a Quotation or Contract and actual freight charges applicable at the time of shipment, and Buyer shall incur and be responsible for all costs associated therewith.

7.3. Packaging

Unless otherwise identified in a Quotation or Contract, quoted prices do not include the cost for export or special packaging of Products and Buyer shall assume and be responsible for those extra costs associated with such export and packaging.

7.4. Inspection

Upon receipt of the Products, Buyer shall, without delay, using due diligence, examine the same as to the quality and quantity of the Product. Unless Buyer notifies Meca-Trade in writing to the contrary within eight (8) days from the receipt thereof, the Products shall be deemed to have been duly received in agreed condition, except for such non-conformities which could not reasonably have been discovered in a prudent examination of the Products. Apparent non-conformities shall however be notified immediately at delivery to the carrier and recorded on the waybill or other relevant transport document.

8. Non-conformities

Meca-Trade shall be liable to cure non-conformities in the Products and Services that appear within twelve (12) months as of delivery. Meca-Trade shall not be liable for: (i) natural wear of Products; (ii) non-conformities (a) resulting from improper or incomplete handling, storage, erection, operation, or maintenance or other use of the Product by Buyer or third parties, or (b) caused by non-compliance with Product's manuals or instructions; (iii) modifications to the Product made by Buyer or third parties without a prior consent of Meca-Trade, or (iv) any

other acts or omission, including without limitation repairs of Buyer or third parties and exposing the Product to severe operating conditions.

Any non-conformities shall be notified in writing to Meca-Trade within ten (10) Business Day's as of their discovery. In any event, the notice of non-conformity shall be made within ten (10) Business Day's as of twelve (12) months has passed from delivery. The notification shall set out the details of the non-conformities. If Buyer fails to give timely notice, the Buyer shall be deemed to have forfeited its right to rely on a non-conformity.

Meca-Trade undertakes, at its discretion, to repair or replace non-conforming Products at Meca-Trade's facility or on site or re-perform non-conforming Services. All Products replaced in connection with warranty replacements shall become the property of Meca-Trade.

In the event Meca-Trade fails to repair or replace non-conforming Products or re-perform non-conforming Services within a reasonable period of time and Buyer has provided Meca-Trade written notice of such default, Buyer may at its own discretion (i) undertake reasonable efforts to repair or replace non-conforming Products or re-perform the defective Services and recover from Meca-Trade the direct cost thereof as set forth above, provided that such costs do not exceed 10% of the price of such Products and/or Services, (ii) demand a price reduction not exceeding 10% of the price of the non-conforming Products and/or Services, or (iii) return the non-conforming Product and demand repayment of the purchase price of such Product.

8.1. Exclusion; Sole Remedies

The express liabilities and remedies provided above in this section 8 (NON-CONFORMITY) are the sole and exclusive liabilities of Meca-Trade and remedies available to Buyer for any and all defects or non-conformities. Any and all other warranties, whether express, implied, statutory, conditions of merchantability, fitness for a particular purpose or otherwise, are waived and disclaimed.

9. Limitation of Liability

Notwithstanding anything else to the contrary in any Contract or Quotation or elsewhere, Meca-Trade shall in no event or circumstance be liable for any indirect, incidental, special, consequential or punitive damages, costs or losses whatsoever, including, but not limited to loss of revenue, profit, use or production, downtime or plant shut-downs, costs for raw material, energy, utility, labor or capital, or for claims raised by Buyer's customers or any other third party, whether based on breach of contract or warranty, termination, negligence, tort, strict liability, indemnity, at law or in equity, or otherwise.

Meca-Trade's maximum aggregate liability arising out of or in connection to a contract for the sale of Products and

related Services shall not exceed an amount equal to 100% of the price of the Products and/or Services sold pursuant to such contract.

10. Confidentiality; Limited License

Without limitation, Buyer shall not, at any time disclose to any other person or entity any information provided to Buyer by, and relating to the business of Meca-Trade including without limitation, plans and specifications and any other inventions, devices, formulas, processes, programs, software, listings, print-outs, documentation, notes, charts, manuals, programming aids, source codes, object codes, compilations, technology, know-how, price lists, costs, policies, techniques, trade practices, accounting methods, methods of operation or other data that a prudent businessman would consider confidential, and trade secrets of every kind relating to Meca-Trade's business, whether or not patentable or copyrightable. Such information shall remain the exclusive property of Meca-Trade and shall be returned to Meca-Trade upon request at any time.

All intellectual property rights to the Products and the Services shall remain the exclusive property of Meca-Trade. Nothing in these Terms and Conditions, a Quotation or a Contract shall be deemed to constitute the grant of any license or other rights to the Buyer in the Products or the Services except for the right to use the Products and the Services expressly for the purpose for which the Product and/ or the Service were supplied to Buyer by Meca-Trade. Further, these Terms and Conditions, a Quotation or a Contract do not constitute a license or authorization of any kind for Buyer to use any of the trademarks or trade names owned or licensed by Meca-Trade.

The Buyer shall have no right to utilize the Products or Services or any information contained or incorporated in progeny and unmodified derivatives of Products or Services for the purpose of (i) filing patent applications, (ii) modifying its pending patent applications, (iii) commercial provision of services or incorporation of into products and/or services for commercial sale other than expressly for the purpose for which the Product and/ or the Service were supplied to Buyer by Meca-Trade, or (iv) reverse engineering Products.

11. Force Majeure

The following circumstances shall constitute force majeure ("Force Majeure") if they impede the performance of a Contract, Quotation or a purchase order or make performance unreasonably onerous: industrial disputes, strikes and any other circumstance beyond the control of a Party, such as but not limited to fire, natural disasters, war, mobilization or military call up of comparable scope, requisition, seizure, trade and currency restrictions, insurrection and civil commotion, shortage of transport, general shortage of materials, epidemics, natural disasters, extreme natural events, terrorist acts,

restrictions in use of power and defects or delays in deliveries from subcontractors caused by any such circumstance as referred to in this section 11 (FORCE MAJEURE).

A circumstance referred to in this section 11 (FORCE MAJEURE) whether occurring prior to or after the formation of a Contract, Quotation or purchase order, shall give a right to suspend of its performance under the Contract, Quotation or purchase order for the duration of the events and/or circumstances giving raise to the Force Majeure however, only if its effect on the relevant performance could not be foreseen at the time of the formation of the Contract, Quotation or purchase order, whichever relevant.

A Party who wishes to claim Force Majeure shall inform the other Party without delay of the intervention and the cessation of such circumstance.

Either Party shall be entitled to terminate a Contract or purchase order by notice in writing to the other Party if performance of the Contract or purchase order is suspended due to Force Majeure for more than three (3) months.

In case of Force Majeure, both Parties will cover their own costs caused by the Force Majeure event, and the performance will start and continue as soon as the effects of Force Majeure have ceased.

12. Disputes

Any dispute, controversy or claim arising out of or in connection with this These Terms and Conditions, a Quotation, a Contract, or any other contract between Meca-Trade and the Buyer relating to Products or Services, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki. The language of the arbitration shall be English.

13. Applicable Law

These Terms and Conditions, all Quotations, all Contracts, as well as any and all other contracts between Meca-Trade and the Buyer relating to Products or Services shall be construed in accordance with and be governed by the laws of the laws of Finland, except its choice of law provisions. The Convention of contracts for the International Sale of Goods (CISG) shall not apply.