

BRONTO SKYLIFT OY AB
GENERAL TERMS AND CONDITIONS OF PURCHASE (VALID FROM
1.4.2015)

Application of General Terms

1. These general terms and conditions ("General Terms") shall apply to all purchases of products and/or services (collectively, the "Product") made by Bronto Skylift Oy Ab ("Buyer"), unless otherwise agreed in writing with the supplier of the Product ("Supplier"). These General Terms shall prevail over the Supplier's general terms and conditions. All modifications of these General Terms must be agreed in writing.

Products

2. The Products must correspond with all given product-brochures, specifications, technical information, drawings, samples and other documents delivered to the Buyer that the Buyer has accepted. The information in the offer or other documents provided by the Supplier is also binding for the Supplier.
3. The Supplier guarantees that the Products are in accordance with requirements of legislation and other rules in effect. The Supplier shall inform the Buyer of changes that the Supplier is aware of to the aforementioned requirements.
4. The Buyer owns all intellectual property rights (including the right to modify and distribute) regarding the Product insofar as (i) the Product is based on the specifications provided by the Buyer or (ii) the Product is based on product development by the Supplier for the Buyer's needs.
5. All information, technical drawings and other material ("Confidential Information") provided to the Supplier by the Buyer are confidential and property of the Buyer. The Supplier may not disclose any of the Confidential Information to a third party or use the Confidential Information for any use other than that which the Buyer has assigned it to.
6. The Supplier must give the Buyer free of charge all documentation needed to assemble, introduce, use and maintain the Product by the delivery at the latest. Unless the parties have agreed otherwise, all documentation must be delivered either in Finnish or English.

Inspection of Products

7. The Supplier is obligated at its own expense to inspect before delivery that the Product is faultless and in accordance with the agreement.
8. The Supplier must allow access to its production area to the Buyer and its clients and must also allow the audit of the Products, the Supplier's production area and production methods. The Supplier is always solely responsible for the quality control of the Products. The parties bear their own auditing costs. The Supplier must take all needed measures to correct any shortcomings that are detected during the audit.

Delivery term and packaging

9. Unless the parties have agreed otherwise, the delivery term is FCA Supplier's facilities (Incoterms 2010). If the parties have however agreed that the Supplier will take care of the transportation in practice, then the Supplier shall be entitled to charge the direct transportation costs.
10. The Buyer is not obligated to perform an acceptance inspection or to give notice of defects in any specific time limit. The Buyer will nonetheless attempt to give notice of observable defects within a reasonable time from when the Buyer should have noticed the defect.
11. The price of the Product includes the needed delivery packaging, which is to prevent damages to the Product during transport.

Delivery time and delay

12. Unless the parties have agreed otherwise, the Supplier shall confirm the order and delivery time in the confirmation of the order.
13. If the delivery is delayed, the Buyer has a right to charge a five (5) percent penalty for delay for every beginning week. The amount of the penalty is to be calculated based on the value of the delayed delivery and the maximum penalty

for delay is twenty (20) percent of the delayed delivery's value. If the Supplier notices, that the delivery will most likely be delayed, it must without delay inform the Buyer of the delay. If the Supplier neglects to inform the Buyer of the delay, it shall be liable to pay an additional penalty payment of five (5) percent calculated based on the value of the delayed delivery. If the delay causes damage that exceeds the value of the penalty payment, the Buyer has a right to compensation for the damages caused by the delay.

14. If the delay continues for over four (4) weeks, the Buyer has the right to cancel the purchase agreement in question.

Price and terms of payment

15. The price of the Product is the price agreed by the parties and factors affecting the price shall always be specified. The Supplier is not allowed to add any additional costs in delivery or invoicing that have not been specifically agreed on.

16. The Supplier shall send an invoice after the delivery of the Product. The payment term is sixty (60) days from the date of the invoice unless agreed otherwise. Interest on delayed payment is in accordance with the Finnish Interest Act.

Binding effect of the orders

17. The Buyer is only bound by binding orders specifically made by the Buyer. Order forecasts provided by the Buyer or previous order history are not binding on the Buyer. The Buyer shall not be liable for e.g., changes in the estimated amount of orders.

Risk and ownership

18. The risk of loss of or damage to the Product shall pass from Seller to Buyer in accordance with the agreed delivery term. The ownership of the Product shall pass to the Buyer upon the passing of the risk.

Warranty

19. The Supplier affirms and warrants that (i) the Products are in compliance with requirements and correspond fully to what has been agreed; (ii) the Products are fit for the purpose for which similar products are ordinarily used and fit for any particular purpose of the Buyer, provided that the Supplier is aware of it; (iii) the Products are high quality and free from defects caused by faulty materials, design, workmanship or other reasons; and (iv) the Products are in compliance with all applicable laws, regulations, directives and standards.

20. If the Products do not correspond with the above warranty, the Supplier is without delay obliged, at the Buyer's option, (i) to repair Products or (ii) supply new, defect-free Products to the Buyer. The Supplier shall also compensate any damage suffered by the Buyer. Deliveries related to the removal of defect are carried out at the Supplier's expense and risk. The Supplier is liable for its subcontractor's faults as for its own.

21. The Supplier is not liable for a defect to the extent such defect results from materials or specifications provided by the Buyer.

22. If the Supplier does not fulfill its warranty obligation without undue delay, the Buyer has the right to remedy the mistake at the Supplier's expense or demand cancellation of the purchase. The Buyer also has the right to claim a price deduction based on the degree of the defect. The Buyer has the right to refrain from performing the payment before the Supplier has corrected the faulty delivery.

23. The warranty period is 36 months starting from the date of delivery. In the case of Product repairs or replacements, the warranty period is 24 months starting from the repair or replacement. The warranty will nevertheless expire 48 months after the first delivery of the Product has taken place.

Liability of certain damages caused by the Product

24. The Supplier shall indemnify and hold the Buyer harmless from any claim based on damage to property or injury to or death of persons, including for product liability, arising out of or relating to the Products (including also potential product recall costs).

25. The Supplier shall defend, indemnify and hold the Buyer harmless against any claims, actions, damages, liabilities, losses, costs, suits or expenditures (in-

cluding but not being limited to attorney's fees and costs) incurred by the Buyer as a result of any infringement or alleged infringement of intellectual property rights of a third party by the Products. However, the Supplier shall not be liable for an infringement of intellectual property rights to the extent the infringement is based on the specifications or materials provided by the Buyer.

26. For clarification, it is stated that the liability mentioned above in sections 24 and 25 will remain in force even after the warranty period expires. The liability mentioned above in sections 24 and 25 does not limit Supplier's liability based on applicable legislation.

Force majeure

27. If delivery or part of delivery is delayed due to force majeure, the delivery time is considered to be extended by the period that the force majeure lasts at most. The Supplier cannot refer to force majeure unless it has given a written notification to Buyer within a week from becoming aware of the force majeure.

28. Events of force majeure are events beyond the control of the party which occur after the time of entering into a purchase contract in question and which were not reasonably foreseeable at the time of entering into a purchase contract in question and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. These circumstances are considered to be for example fire, catastrophe, war, import and export restrictions, strike and lock-out.

29. Subcontractor's delay is considered to be force majeure only in cases where the delay is caused by obstacles mentioned on section 28 and the Supplier cannot acquire the subcontracting from elsewhere without substantially unreasonable costs.

Governing law and dispute resolution

30. These General Terms and all purchases of Products shall be governed by and construed in accordance with the substantive laws of Finland, excluding its choice of laws provisions.

31. Any dispute, controversy or claim arising out of or relating to the General Terms or purchases of Products, or the breach, termination or validity thereof, shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Tampere, Finland and the language of the arbitration proceedings shall be English. Notwithstanding the aforesaid, the Buyer shall also always be entitled to commence litigation in the District Court of Pirkanmaa.

Other terms

32. Unless otherwise agreed in writing, neither party has the right to transfer the delivery agreements mentioned in these General Terms or the rights included in the agreements to a third party.