

1. General

These Standard Conditions of Sale (hereinafter the "Contract") shall, subject to variations agreed in writing by POWERNET Oy (POWERNET Oy and its affiliates hereinafter "POWERNET") and subject to any agreement in writing which explicitly shall take precedence over this Contract, apply to all orders and offers and the sales, supply, service and replacement of POWERNET products and equipment (hereinafter the "Products"), and they shall overrule any inconsistent provision in the Customer's order. Terms and conditions in the Customer's order, which are different from or in addition to this Contract, shall not become a part of this Contract. The Contract may only be modified by a written agreement signed by POWERNET and the Customer. Any reference made to trade terms (such as EXW) is deemed to be made to the relevant term of Incoterms published by the International Chamber of Commerce. Any reference made to a publication of the International Chamber of Commerce is deemed to be made to the version current at the date of conclusion of the Contract.

2. Products

It is agreed that any information relating to the Products and their use, such as weights, dimensions, capacities, prices, colours and other data contained in catalogues, prospectuses, circulars, advertisements, illustrations and/or price-lists of POWERNET, shall not take effect as terms of the Contract unless expressly referred to in the Contract. Unless otherwise agreed, the Customer does not acquire any intellectual property rights in software, drawings, database extracts from POWERNET's knowledge database or other databases etc., which may have been made available to the Customer. POWERNET also remains the exclusive owner of any intellectual property rights, including but not limited to patents, utility models, design rights, trademarks, trade names as well as copyrights and related rights and trade secrets relating to the Products.

3. Formation of Contract

Unless a separate written Contract has been signed by POWERNET and the Customer, the Contract shall be deemed to have been entered into between POWERNET and the Customer when, upon receipt of a written order, POWERNET has sent an acceptance in writing ("Order Confirmation") within the time-limit (if any) fixed by the Customer. POWERNET's Order Confirmation together with this Contract and its specifically referenced attachments, exhibits and supplements (if any) shall then constitute the only valid contractual document. The Order Confirmation may be in written or in electronic form.

4. Prices

Unless otherwise stated by POWERNET in writing all quotations are valid for a period of thirty (30) days from the date of offer. This does not limit POWERNET's right to vary any price quoted to reflect material changes in cost of labour, materials, shipment, foreign exchange rates, taxes duty or other levies taking effect prior to the date of delivery.

5. Payment

Subject to POWERNET credit approval and unless otherwise agreed in writing payment shall be made by electronic fund transfer into the bank designated by POWERNET within fourteen (14) days from the date of the POWERNET's invoice. If the Customer fails to pay by the stipulated date, POWERNET shall be entitled to interest from the day on which payment was due. The rate of interest shall be eleven (11) per cent per annum. POWERNET is entitled to withhold any and all further deliveries to the Customer until any unpaid balance, including interest, have been paid in full.

6. Reservation of Title

The Products shall remain the property of POWERNET until paid for in full to the extent that such retention of property is valid under the applicable law. The Customer shall at the request of POWERNET assist POWERNET in taking any measures necessary to protect POWERNET's title to the Products in the country in question. The reservation of title shall not affect the passing of risk under section 7.

7. Delivery and Passing of Risk

The time of delivery is the date when the Product is handed over to the first carrier. Unless otherwise expressly agreed the Products shall be deemed to be sold "EX WORKS" (EXW). If, in the case of delivery EXW, POWERNET, at request of the Customer, undertakes to send the Product to its destination, the risk will pass no later than when the Product is handed over to the first carrier. In the absence of specific shipping instructions POWERNET shall ship by the method which it deems most advantageous in standard commercial packing.

8. Claims

The Products shall be deemed to be accepted by the Customer unless POWERNET has received a substantiated written claim as to any defects, damage, shortage, non-delivery or other non-conformity with the Contract within fourteen (14) days from the date of the actual receipt of the Products by the representative of the Customer or, in case of non-delivery, from the date on which the delivery should have taken place according to the Contract.

9. Force Majeure

Any delay or failure of either party to perform the obligations according to this Contract shall be excused if, and to the extent that, it is caused by an event or occurrence beyond the reasonable control of the party and without its fault or negligence, such as, by way of example and not by way of limitation, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, natural disasters, wars, sabotage, labour problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labour, equipment or transportation, or court injunction or order, provided that written notice of such delay (including the anticipated duration of the delay) has been given by the affected party to the other party within ten (10) days from the day the affected party became aware of such delay or, if later, from the day such delay occurred.

10. Intellectual Property Rights

The Customer acknowledges that any and all trademarks, trade names, patents, copyrights, designs and other intellectual property rights used or embodied in or in connection with the Products are and shall remain the sole property of POWERNET or such other party as may be identified thereon or in respect thereof. In the event that new know-how evolves or is generated in the performance of or as a result of the contract, the Customer acknowledges that the same and all intellectual property rights therein shall belong to POWERNET. POWERNET states that to the best of its knowledge and belief, the supply or intended use of the Products does not infringe any third party's rights. Nevertheless, POWERNET expressly disclaims any liability in the event of a third party suing or threatening to sue the Customer in respect of matters pertaining to intellectual property rights. Liability is thus excluded, without limitation, in respect of alleged infringements due to the modification of the Products or any part thereof by the Customer or any third party or arising from the use of the Products or any part thereof with any adjunct or devices.

11. Confidentiality

The Customer will treat this Contract as confidential, and all information (commercial, technical or otherwise) relating in any manner to the business or affairs of POWERNET as may be communicated to it in connection with this Contract (both prior and subsequent to its execution), including, but not limited to, pricing, business forecasts, marketing and commercialisation plans and all know-how, techniques, ideas, principles and concepts underlying the Products or that which is apparent by use, testing or examination (the "Confidential Information"). Except as authorised in writing by POWERNET, the Customer will not disclose any Confidential Information to any person, including the media, nor use the Confidential Information other than for the purposes of this Contract.

12. Taxes and Duties

All quoted prices are exclusive of taxes, duties and charges of any kind in the country of destination or in any country which the Products pass during transportation to the country of destination. Such duties, taxes and charges are payable by the Customer.

13. Warranty

POWERNET warrants to the Customer that POWERNET will correct by repair or replacement any defects in the Products of material or workmanship during a period of twenty-four (24) months from the date of delivery. POWERNET undertakes to the exclusion of any remedy to repair or at its option replace the defective Product or part thereof free of charge and otherwise on the same conditions and with the same warranty as for the original Product or part. Defective parts replaced in accordance with this section, shall be placed at the disposal of POWERNET. POWERNET shall pay freight costs for returning to the Customer repaired or replaced products determined by POWERNET to be within the provisions of this warranty. In all other cases, costs of repair or refurbishment and freight costs shall be billed to the Customer.

This warranty is subject to following conditions:

- The allegedly defective Product has been used according to its original purpose and in accordance to information given to POWERNET by the Customer prior to this Contract.
- A substantiated written claim as to any alleged defects shall have been received by POWERNET within thirty (30) days after the defect or fault became known or accrued.
- The allegedly defective Product or part shall, should POWERNET so require, be sent to the works of POWERNET or to such other place as POWERNET may indicate in writing, freight and insurance prepaid and properly packed and labelled, unless POWERNET agrees to inspect and repair the Product or replace it on site.

This warranty does not apply when the defect has been caused through

- normal wear and tear or accident,
- misuse or other unsuitable or unauthorised use of the Product or negligence or error in storing, maintaining or in handling the Product or any equipment thereof,
- wrong installation or assembly or failure to service the Product or otherwise follow POWERNET's service instructions including any repairs or installation or assembly or service made by unauthorised personnel not approved by POWERNET or replacements with parts not manufactured or supplied or approved by POWERNET,
- modifications or changes of the Product as well as any adding to it without prior written authorisation by POWERNET,
- other factors depending on the Customer or third party.

Notwithstanding the aforesaid POWERNET's liability under this section shall not apply to any defects arising out of materials expressly provided by the Customer.

This warranty is exclusive and in lieu of all other conditions, warranties and liabilities, express or implied, whether under law, statute or otherwise, including without limitation ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE and all other obligations and liabilities of POWERNET or its representatives with respect to any defect or deficiency applicable to or resulting directly or indirectly from the Products supplied hereunder, which obligations and liabilities are hereby expressly cancelled and waived.

The Customer confirms its obligation to inform any third party which is a user of the Product of its proper use and service requirement. POWERNET cancels and waives all obligations and liabilities for damage caused by misuse of the Product by any third party due to the Customer's negligence to inform the third party of the proper use and service requirement of the Product.

14. Limitation of Liability

Notwithstanding any other provision of this Contract, POWERNET shall not under any circumstances be liable for any indirect, consequential, special or incidental damages or for lost profits, lost opportunities, lost revenues, loss of business or goodwill howsoever arising under or in connection with this Contract.

If POWERNET, without separate compensation, furnishes the Customer with advice or other assistance concerning any Product or any system, device or equipment in which any such Product may be incorporated, including technical assistance, the furnishing of such advice or assistance will not subject POWERNET to any liability, whether in negligence, contract, warranty, strict liability or otherwise, and the Customer agrees to hold POWERNET harmless and indemnify POWERNET from any liability in connection therewith.

15. Cancellation for Breach

POWERNET reserves the right to cancel all or any part of this Contract if the Customer is in breach of any provision of this or any other agreement with POWERNET, or suffer distress or execution or commit an act of bankruptcy or make arrangements with creditors or go into voluntary or compulsory liquidation other than for purpose of reconstruction or amalgamation or have a receiver appointed. POWERNET may without prejudice to any other claim or remedy suspend the performance of, or forthwith this or any other such agreement by written notice and shall be entitled to payment for the Products already delivered, work in progress under the contract in question at the Contract rate, or (if none) at a rate reasonably based on the agreed price. POWERNET shall also be entitled to compensation of any loss or damage sustained by it by reason of the operation of this condition. Such compensation shall however not exceed the value of the Products of the cancelled or partly cancelled Contract.

16. Arbitration and Governing Law

Any dispute, controversy or claim arising out of or relating to this Contract or any breach, termination or invalidity thereof shall be settled in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The arbitration shall take place in Helsinki, Finland. The award of the arbitration shall be final and binding on both Parties. The arbitration shall be conducted in the English language and the number of arbitrators shall be three. This Contract shall be governed by and construed in accordance with the laws of Finland.

17. Non-assignment

The Customer may not assign or delegate its obligations under this Contract without POWERNET's prior written consent.