



August 1, 2015

GENERAL TERMS FOR SALES AND DELIVERY (USA/CANADA)

These General Terms and Conditions ("Terms") shall apply to all sales and deliveries made by Manner Castors (Oy Mannerin Konepaja Ab) ("Seller") to an entity located in the USA or Canada purchasing goods or services from the Seller, or whose order for goods or services has been accepted by the Buyer ("Buyer"), unless expressly agreed otherwise in writing.

1. CONDITIONS OF SALE

The Seller shall sell and supply the goods or services ("Products") to the Buyer subject only to these terms and conditions, and to the exclusion of any other terms and conditions. No variation to these conditions shall apply unless agreed in writing by an authorized representative of the Seller; any agreed special terms and conditions shall prevail.

2. OFFER AND CONTRACT

An offer made by the Seller shall remain valid for the time specified in the offer. If not otherwise specified, the validity period for the offer shall be 30 days from the date of the offer. An order by the Buyer in accordance with the Seller's offer, ordered during the validity period, shall form the binding order (or "Contract") between the Seller and the Buyer. In other cases, the binding order shall be formed when the Seller has confirmed the order made by the Buyer or has commenced performance. These General Terms for Sales and Delivery (USA/Canada) shall apply in each case and to the exclusion of any other terms and conditions which may have been included in the Buyer's order or otherwise.

3. QUANTITIES AND SPECIFICATIONS

Any specification for the Products and quantity, quality, or other descriptions of the Products ("Product Specification") shall be as set out either in the Seller's offer or the Buyer's order (to the extent accepted by the Seller). Notwithstanding the foregoing, the Seller shall have the right to make changes to the Product Specification in order to conform with any statutory requirements or if such changes do not materially affect Product quality or performance.

Products from stock shall be delivered in the quantities specified in the order. The quantities of Products manufactured upon the Buyer's specific order may not exceed more than 10%. Invoicing shall be based on the actual quantity delivered.

Unless otherwise agreed in writing, the Seller reserves all rights and titles to any and all drawings, designs, specifications, and other information ("Information") provided by the Seller, whether in writing or otherwise. All Information and all intellectual property rights in respect thereof shall be vested in the Seller and shall not transfer to the Buyer.

4. PARTS DELIVERED BY THE BUYER

Parts, if any, to be supplied by the Buyer, for the purposes of manufacturing the Products ("Parts") shall be delivered within the agreed delivery period to the Seller's manufacturing facility, as separately notified to Buyer. The Parts shall be properly packed, secured, marked (and in accordance with Seller's instructions, if these are issued), and dispatched by the Buyer at its expense, in a manner designed to withstand handling during transportation so that the Parts arrive in good condition and undamaged. The packing and packaging materials shall be included at no cost to Seller. Unless otherwise agreed in the order, the Seller shall have no obligation to return packing or packaging materials. The Buyer shall provide the Seller, at or before delivery, with accurate and complete instructions for the use and storage of the Parts.

Each delivery of Parts by the Buyer must be marked in an identifiable manner allowing each delivery to be easily allocated for the purposes of fulfilling an individual order. The quantity of Parts delivered for the manufacturing of Products must exceed the quantity of the order by 10%. The Buyer warrants and represents that the parts delivered are suitable for Seller's manufacturing process and fit for the intended purpose of use. The Buyer is liable for any damages to the Seller or any third party arising out of the Parts delivered by Buyer and shall bear all expenses caused by defective parts and any deviation from the agreed delivery schedule.

Unless otherwise agreed in writing, the Seller shall have the right, but no obligation, to inspect the Parts delivered by the Buyer in reliance of the Buyer's quality control system. The signing of delivery documentation shall not serve as proof of inspection or acceptance of the delivered Parts, but merely as proof of delivery of the Parts by the Buyer. In the event that defects are found either upon the receipt of the Parts or during manufacture, the Seller shall notify the Buyer, in writing, specifying such defects and deficiencies found without delay. The Seller and Buyer will subsequently agree on the most expedient and cost-effective remedy for the defective Parts.

5. DELIVERY TIME - DELAY

If not otherwise agreed in writing, the shipment for standard Products shall take place no later than two (2) weeks from the order date, calculated from the latest date hereunder:

- the date of the binding order;
- the date permission is granted, in transactions requiring the permission of governmental authorities;
- the date when the Seller confirms the order or down payment is paid to the Seller;
- the date when the Buyer has delivered to the Seller the necessary data to enable the delivery of the Products.

In case the Seller is unable to deliver the Products in accordance with the agreed time period as provided in the Contract, the Seller shall inform the Buyer immediately of the anticipated delay. If the cause of the delay, other than a cause classified as Force Majeure, accrues substantial expenses or detriment to the Buyer, the Buyer is entitled to cancel the part of the Contract affected by the delayed delivery. If the delivery is not cancelled, it will be postponed to a reasonable new delivery date. Unless otherwise agreed in writing, no penalty or other compensation will be paid for late delivery.

For the purposes of the contract, Force Majeure shall mean the following unforeseeable events listed exhaustively below, provided that each such event is beyond the control of the affected party and it either temporarily or permanently results in impossibility by a party to perform its contractual obligations under this Agreement: Fire, flood, strike, war (declared or undeclared), embargoes, blockades, riots, insurrections, legal restrictions, and third party industrial actions.

6. TERMS OF DELIVERY, RISK, AND PROPERTY

The products shall be delivered free of freight charges wherever the value of the delivery exceeds the minimum value specified in the Seller's offer. In such case, the Seller shall choose the delivery method. In the event that the value of an individual delivery is below the minimum value specified in the Seller's offer, an additional small delivery surcharge will be invoiced for such delivery.

The Products are customarily packed in cardboard boxes. The Buyer acknowledges that it is essential to keep the boxes dry during transportation and stocking. When kept in a cardboard box, a humid environment or wet box may damage the plating of the Products. If no other requirements regarding packing markings are agreed, the contents, destination, and the initials of the person who has packed the goods shall be marked on each box. The Seller shall not bear any liability for damage to the Products caused by rain and moisture passing through the packaging material.

Special packing material must be agreed on mutually at the Buyer's request; such special packaging shall be invoiced separately. If a part of the order is marked for a specific customer, it will be packed in separate package(s) from the other Products.

The risk to the Products shall pass to the Buyer in accordance with the agreed delivery term (Incoterms 2010). If the Buyer, or the Buyer's freight carrier, does not accept the delivery of the Product at the agreed time, for a reason unrelated to the Seller, the Seller is relieved of responsibility and the risk shall pass to the Buyer, insofar as the Seller has executed its duties according to the Contract. The Seller shall be entitled to charge the Buyer for the costs incurred due to such failure of the Buyer (or its designated carrier) to take delivery, including, without limitation, storage and administration costs. The Seller, in the name of the Buyer and at the Buyer's expense, shall insure the delivery, if it has been so requested, in writing, by the Buyer.

The delivery term is FCA Hanko, Incoterms 2010, if not otherwise agreed.

7. DELIVERY AND ACCEPTANCE TESTS

The Buyer is obligated to inspect the Products and test the Products upon receipt in accordance with the agreed procedure, or if no procedure is established, according to good industry practices. Upon testing the Products, the Buyer shall confirm that the Products are in accordance with such specifications as provided in the binding order. Any non-conformity with regard to the specification shall be notified to the Seller within 10 days of receipt of the Products, or, where the non-conformity was not apparent, within 10 days of discovering the non-conformity, but in any event within the warranty period.

The Buyer agrees to maintain authenticated inspection and test reports, records, and certifications relating to the manufacture and sale of the Products. The Buyer, within the available tools of its information systems, shall document all actions in order to assure the quality of its products (where the Seller's Products are included), as well as the traceability of their components for the purpose of being able to conduct a product recall or other field operation in relation to a defect. The documentation must also be traceable to the Seller's specific purchase orders and made available without delay to the Seller upon request.

If the Seller delivers to the Buyer a sample of a Product and the Buyer accepts it without written notice, the Buyer is not entitled to make any claim concerning the Products delivered provided that the Products are in conformity with the sample.

8. WARRANTY

The Seller warrants that the Products are, for a period of 12 months after delivery, free from Defects in materials and workmanship ("Warranty"). The Warranty shall be the exclusive warranty for the Products and is given only under the condition that the Products are in all respects used, stored, handled, serviced, and maintained properly and in strict accordance with the Seller's instructions, if such are provided, and under normal operating conditions.

This warranty does not cover, and the Seller is not liable for any defect or damage arising from or relating to Products:

- manufactured by the Seller that are combined with products produced by a third party;
- where the repair or replacement of the Products or any part thereof becomes necessary due to normal wear and tear, tampering, accident, vandalism, negligence, or misuse or otherwise without any fault of the Seller;
- where repairs, alterations, or adjustments to the Products or any other work has been performed by the Buyer or a third party that is against the Seller's instructions or has not been engaged to do so by the Seller;
- that are designed or specified by the Buyer or a third party engaged by the Buyer;
- that are manufactured with materials provided by the Buyer or a third party engaged by the Buyer.

Any Warranty claims made or repairs or replacement shall not extend the overall warranty period.

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. WARRANTY CLAIMS

If, during the Warranty period, any Product, whether resold and shipped by the Buyer, fails to meet or satisfy the Warranty as specified herein, and the Buyer determines that the Product does not conform to the Product Specification, either as a result of the Product deteriorating or any characteristics of it changing after delivery to Buyer, for reasons other than those set forth above in Section 8 (a-e) or the Buyer's failure to comply with storage or use instructions issued by Seller to Buyer prior to delivery, or the Product is otherwise defective, ("Defect" or "Defective"), the Buyer shall give written notice of such Defect to the Seller within ten (10) days of the date the Buyer becomes aware of such Defect.

The Seller shall be given an opportunity to inspect an alleged Defect. If there is a Defect in the Products that falls under the Warranty, the exclusive remedy available to the Buyer hereunder shall be, at the option of the Seller, repair or replacement of the Defective Product. If the Seller requests the return of the Defective Product, the Buyer shall pay the freight and other costs incurred by returning the Product from the Buyer to the Seller. The Seller shall cover such costs incurred by the Buyer to a reasonable extent, provided that the alleged Defect is confirmed and falls under the Warranty.

In case of a Defective Product, the Buyer shall be responsible for recalling, replacing, repairing, or upgrading its products sold to its end users (where the Seller's Products are included). If the case so requires and the Seller approves such measure, the Buyer shall, at its cost, do the same to all Products sold by Buyer (and that are still in use) as a preventive measure, even if the defect or damage has not yet materialized. In the event Buyer decides not to observe the obligation set forth herein, all further incidents involving the Product thereafter shall be at the sole risk and responsibility of the Buyer and shall be subject to the Buyer's indemnification obligations under clause 12.1.

10. DRAWINGS, SAMPLES, TOOLS, PATENTS

All drawings, designs, specifications, and other information provided by the Seller are confidential, and all intellectual property rights in respect thereof remain vested in the Seller and shall not transfer to the Buyer. The Buyer is not permitted, without the Seller's written consent, to use, copy, reproduce, assign, or communicate these to a third party. The Buyer shall bear the responsibility for any costs, damages, or losses incurred by the Seller due to infringement of any of the Seller's patent, model rights, or any other intellectual property right or limitation of use by the Buyer or as a result of using designs and samples supplied by the Seller to the Buyer. At the termination of the Contract or upon separate request, each party shall either return to the other party or destroy all drawings, samples, and other material possibly received from the other party.

In the event that a special tool is produced by the Seller on the basis of drawings or instructions given by the Buyer, the realized costs for production thereof shall be borne by the Buyer in full or in part, as agreed separately prior to producing the tool. The agreed costs shall be payable even if there may not be a subsequent need for the tool. Respectively, when the tool has worn out from use, the Buyer shall be invoiced similarly for the costs of a new tool on the same basis. Unless otherwise agreed, the Seller has a perpetual and exclusive right of use and retention right to the tool and commits not to transfer or assign from its possession such tools produced for the purposes of the Buyer by the Seller, and it commits to store and maintain these tools on behalf of the Buyer, for a reasonable period, at no cost. Upon request by the Buyer, or as deemed necessary by the Seller, the Seller shall provide a status report regarding the tool. After two (2) years from the last delivery to the Buyer, the Seller has the right to scrap the tools subject to one (1) month's notice to the Buyer. Upon receiving the Buyer's written request, storage of the tool shall continue at the Buyer's expense (service, insurance, and storage costs). The insurance for the tool shall be based on its utility value. However, if the Buyer has not made any order for the Product within five (5) years of the last delivery, the Seller shall be entitled to scrap the tool.

11. PRICING AND TERMS OF PAYMENT

The term of payment is 30 days net from the date of the invoice, unless agreed otherwise. The invoice shall be issued at the date of shipment. In case of a delay in payment by the Buyer, the Seller shall have the right to charge interest for delayed payments in accordance with the applicable legislation and to withhold further deliveries until payment is made. The Products are the Seller's property until the invoice (including any late payment interest) is totally paid. The Buyer shall have no right whatsoever to set off payments.

Invoicing shall be based on Seller's prices that are valid as of the date of the order. The Seller retains the right to change the prices with prior notice. The Seller retains the right to change the prices in the event of a change in exchange rates, import costs, taxes, or other such costs over which the Seller has no control.

The Buyer's share of the tools shall be invoiced in installments:
-1/3 on confirmation of the order;
-1/3 on acceptance of a sample;
-1/3 on first delivery.

12. RETURN OF PRODUCTS

Possible returns and terms of returns are to be agreed separately.

13. INDEMNIFICATION

13.1 The Buyer agrees to indemnify, defend, and hold the Seller and its and their respective shareholders, officers, and employees harmless from and against all claims, suits, actions, proceedings, damages, loss or liability, costs or expenses (including reasonable attorney's fees) arising out of or relating to (I) the reckless, willful, or criminal wrongdoing, or negligent act or omission or breach of this Contract by the Buyer, the end user, or any party acting on behalf of the Buyer, or (II) the handling, storage, importation, promotion, marketing, sale, use, installation, and/or distribution of the Product.

13.2. The Seller agrees to indemnify and hold the Buyer harmless against all consequences of any and all claims, suits, actions, proceedings, damages, losses, liabilities, costs (including reasonable attorney's fees), and expenses asserted against the Buyer directly through any product liability claim made by third parties in connection with the Products for any reasons that are attributable to the Seller.

14. LIMITATION OF LIABILITY

The Seller's indemnity and other obligations related to the Products or under this Contract shall not apply to the extent that a claim arises out of or results from: (i) specifications by the Buyer; (ii) unauthorized modification of the Products; (iii) combining the Products with any other components or part not supplied or authorized by the Seller; or (iv) using the Products for any use other than for which they were designed or against Seller's written instructions, unless otherwise authorized in writing by the Seller.

The Seller's aggregate total liability inclusive of any liquidated damages arising from or in connection with the Contract (whether the liability arises due to negligence, breach of contract, misrepresentation, or for any other reason whatsoever) shall be limited to an amount equal to the amounts paid or payable in relation to the binding order of Products to which the claim relates or, if no such amount can be established, to the amount of €200,000.00.

Insofar as product liability is concerned, as stipulated in Section 13.2, the previous aggregate liability amount shall be applied, and such liability is covered by the Seller's valid product liability insurance, as applicable. At the request of the Buyer, the Seller shall present copies of product liability insurance certificates to the Buyer to verify said coverage to the above amount. In no event or circumstance shall Seller have, whether in contract, tort, or under any other theory of law, any liability for, or obligation to compensate or indemnify the Buyer or any third party for, any special, punitive, indirect, or consequential damage, including but not limited to loss of sale, loss of profit, loss of business, or depletion of goodwill.

15. TOLERANCES

If not otherwise agreed, the tolerance generally applied by the Seller in the manufacturing and instructions of the Product shall be applied.

16. DISPUTES AND APPLICABLE LAW

If not agreed otherwise between the parties, the Contract shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

Any dispute arising between the parties, out of or in connection with the Contract, that the parties are unable to resolve mutually shall be submitted for arbitration conducted in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. Any such arbitration shall take place in Helsinki, Finland and shall be conducted in English.

The Seller shall, however, have the right to commence legal proceedings to collect its receivables or to seek injunctive relief in the court of justice in the domicile of the Seller or in the domicile of the Buyer.

17. MISCELLANEOUS

Any provision hereof that may be in whole or in part unenforceable under the mandatory laws governing this Contract shall be void without affecting the validity of the rest of the said provision or a part thereof.

If not otherwise stated in Seller's offer, agreement, or in these General Terms and Conditions, the currently valid ORGALIME General Conditions for the supply of mechanical, electrical, and electronic products, shall be applicable.

These General Terms and Conditions of Manner Castors are valid as of August 1, 2015. The Seller retains the right to modify these General Terms and Conditions from time to time.