1. DEFINITIONS

These General Terms and Conditions of Sale ("**GTC**") shall be the basis for all supply of goods, systems or services by Arctia to the Buyer and in this context the following expressions shall have the following meanings:

"Contract"	shall mean the specific written agreement for the sale of goods and services by Arctia to the Buyer or, if there shall be no such formal written agreement, Arctia's quotation (including unless expressly agreed otherwise the present GTC) and, when applicable, the written confirmation of order (in each case including their appendices).
"Arctia"	shall mean Arctia Meritaito Ltd. a limited liability company validly organised and existing under the laws of Finland having its registered office at Laivastokatu 3, 00160 Helsinki, Finland (Business ID #2302565-7) and, when the context shall require, the affiliates of Arctia Meritaito Ltd.
"Party"/"Parties"	shall refer to Arctia and/or the Buyer, as the case shall be.
"Buyer"	shall mean the company, entity or individual described in the Contract.
"Specifications"	shall mean the technical definition and/or description stipulated in the Contract or, in the absence of such stipulation and for all aspects not covered therein, Arctia's technical definition and/or description in force at the date of the Contract.

2. QUOTATIONS

2.1. Unless otherwise stated, quotations are valid for acceptance within thirty (30) days from their issuance and are subject to confirmation by Arctia at the time of such acceptance. Quotations are submitted for acceptance as a whole based on all their terms and conditions and any reduction or increase in the quoted scope of supply or other term or condition may result in a variation in the price.

3. ENTIRE AGREEMENT, AMENDMENT, SUSPENSION AND CANCELLATION

3.1. Unless otherwise expressly agreed in writing by Arctia, the present GTC shall be deemed incorporated in all quotations and Contracts for the sale of goods, systems and services by Arctia to the Buyer. Together with any other warranties, terms, conditions and representations expressly referred to in the Contract and forming part thereof, they represent the complete agreement of Arctia and the Buyer regarding the sale of the goods, systems and services, superseding all previous agreements, arrangements and understandings, if any, in relation to such sale. There are no promises, terms, conditions, oral or written, express or implied, other than these GTC and those contained or expressly referred to in the Contract. Any terms or conditions or provisions or any document which conflict with or modify or are in addition to the Contract not signed by Arctia shall not form part of the Contract or apply to the sale and purchase of the goods, systems and/or services.

3.2. Orders and verbal contracts shall be binding on Arctia only when accepted by the signature of the Contract by Arctia, irrespective of any conditions specified in the Buyer's order.

3.3. No Contract may be amended (including by way of changes to the drawings or otherwise), cancelled or suspended except with the approval in writing of both Parties and the effective date of such amendment, cancellation or suspension shall be the date of its written acceptance by both Parties. The Buyer shall be liable to reimburse Arctia for any costs or expenses incurred by Arctia as a result of such amendment, cancellation or suspension upon receipt of a statement from Arctia regarding same. Cancellation charges shall in no event exceed the price of the items cancelled.

3.4. Arctia's catalogue, brochures, price lists, reports and recommendations, whether in electronic or any other form, do not constitute offers made by Arctia. All information and data contained therein shall be binding on Arctia only to the extent that they are by reference expressly incorporated in the Contract.

3.5. Unless otherwise agreed in writing Arctia has the right to use Buyer´s name, logo and general description about the delivery as a reference at Arctia´s website and in Arctia´s marketing material.

4. SCOPE

4.1. The scope of supply and execution shall be specified in the Contract. Goods or services not expressly stipulated therein shall be charged additionally.

5. DRAWINGS AND TECHNICAL DOCUMENTATION

5.1. All drawings and technical documentation, relating to the goods or their manufacture, testing, installation or commissioning submitted by Arctia, prior or subsequent to the formation of the Contract shall remain the property of Arctia and shall not, without the written consent of Arctia, be used for any other purpose than that for which they were provided. They may not, without the consent of Arctia, otherwise be used or copied, reproduced, transmitted or communicated to a third party (except to the end customer of the goods as disclosed by the Buyer and agreed to in the Contract) or be used for the manufacture, design or any other unauthorised purpose, unless expressly accepted by Arctia.

5.2. At any time before the delivery, Arctia reserves the right to make any necessary alterations to the drawings and technical documentation relating to the goods without prior notice.

5.3. All weight data shall be considered as approximate indications only, unless expressly confirmed as binding by Arctia.

5.4. Arctia shall, within the time specified in the Contract, provide information and drawings which are necessary to permit the Buyer to operate and maintain the goods. Such information and drawings shall be supplied in the number of copies agreed upon in the Contract or at least one copy of each. Arctia will not provide manufacturing drawings for the goods or for spare parts. Unless agreed otherwise by the Parties, the information and drawings shall be in English.

6. TESTING

6.1. Arctia will test the goods prior to their shipment in accordance with its own standard quality testing procedure as applicable from time to time and a report shall be made available to the Buyer upon request.

6.2. Apart for the standard quality testing mentioned above, no further acceptance tests shall be included in the Contract, unless expressly stipulated therein. Should the Contract provide for additional testing, such testing shall be carried out in accordance with the procedure expressly agreed between the Parties and the costs shall be borne by the Buyer.

6.3. Arctia shall notify the Buyer of the date and location of such additional testing in reasonable time to enable the Buyer to be present at the tests if the Buyer shall wish to be present or represented. If the Buyer chooses not to be represented at the additional testing, Arctia shall send the Buyer a copy of the test report which shall be final and binding on the Buyer.

6.4. If on carrying out standard quality tests or additional tests agreed by the Parties, any of the goods shall fail to meet the Specifications, Arctia shall take all such steps as may be reasonably required to remedy the defects. Unless the defect is of such a nature that new tests are necessary, no new test will be conducted on the corrected goods.

6.5. The Buyer shall bear all travelling and accommodation expenses of its representatives in connection with the testing and shall procure that they comply with all applicable confidentiality and health and safety rules when at the works of Arctia or its suppliers.

6.6. Notwithstanding any testing conducted by Arctia, the Buyer shall examine the goods within a reasonable time and no later than thirty (30) days after receipt and inform Arctia immediately in writing of all defects and deficiencies for which Arctia is responsible. If the Buyer omits to do so, the goods shall be deemed to have been accepted.

7. DELIVERY AND RISK

7.1. The goods shall be delivered in accordance with the rules and regulations laid down in Incoterms 2010, FCA (Joensuu or Kokkola, Finland), unless agreed otherwise by the Parties, and the risks in the goods shall pass accordingly.

7.2. The Parties undertake to cooperate in all necessary measures to protect the property in the goods.

7.3. The delivery time shall be as specified in the Contract.

7.4. Partial shipments, transhipment and transloading shall be permitted unless otherwise agreed.

7.5. Arctia undertakes to inform the Buyer of eventual delays, their causes and duration at the earliest convenience.

7.6. Arctia accepts no responsibility and/or liability for losses caused by delays in delivery, unless previously agreed upon in writing by the Parties and when it can be proved that the delay is solely Arctia's fault.

7.7. If the Buyer fails to take delivery of the goods on the date agreed to in the Contract, it shall be liable to Arctia for any loss occasioned by such failure or refusal or any charges thereby incurred by Arctia and/or a charge of 1.5% of the price of such goods per month for their storage, care and custody. Failure by the Buyer to open applicable payment guarantee (letter of credit, bank guarantee, etc.) as per the agreed dates shall have the same consequences.

8. COMMISSIONING

8.1. Unless expressly agreed otherwise in the Contract, commissioning of the goods shall not be included in the purchase price. If the Buyer however requests that the goods be commissioned by Arctia (either directly or through a third party mandated by Arctia), it shall be charged separately.

8.2. Should Arctia be responsible for the commissioning of the goods, the Buyer shall give at least four (4) weeks prior notice of the commissioning date

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and location. If the Buyer fails to do so, Arctia cannot guarantee resources to be available at the requested time.

8.3. The commissioning shall be conducted in accordance with Arctia's procedure and the Buyer shall provide access and all reasonably requested resources (power, fuel, manpower, etc.) and assistance needed by Arctia to proceed with the commissioning.

8.4. Any costs incurred by Arctia (or by its mandated third party) due to the goods not being ready for commissioning despite the notification by the Buyer shall be charged by Arctia to the Buyer.

9. PRICES

9.1. Unless otherwise stated in the Contract, prices are net, FCA (Joensuu, Finland). Insurance and other costs, if any, will be charged additionally. Value Added Tax and similar taxes, levies or duties will be added at appropriate rate, where applicable.

9.2. The price for any site survey or visit, installation work or inspection of the goods (either by Arctia or a third party), spare parts or training is not included in the purchase price unless expressly stated to the contrary in the Contract, and shall be charged separately in accordance with Arctia's then applicable price list.

9.3. A minimum charge to cover shipping documents costs and other costs (if any) may be charged by Arctia to the Buyer for small orders shipped abroad.

9.4. Arctia reserves the right to increase the price by the amount of increased costs due to changes, corrections or alterations by the Buyer from the Specifications, information, terms and conditions on which the Contract was based or due to interruptions, delays, errors or mistakes affecting the delivery, testing, installation or commissioning and for which Arctia is not responsible.

10. PAYMENT

10.1. Unless other payment terms have been expressly agreed to in the Contract, the Buyer shall pay the price for the goods as follows:

10.1.1. Fifty per cent (50%) no later than ten (10) business days after the date of the order; and

10.1.2. Fifty per cent (50%) no later than two (2) business days prior to the agreed delivery date.

10.2. The Buyer acknowledges and agrees that Arctia will not start the manufacturing process unless and until the Buyer has made the first instalment as described above and that any and all delivery date agreed by Arctia shall be extended proportionally to any delay in payment by the Buyer. Furthermore, Arctia may request that payment guarantee (letter of credit, bank guarantee, etc.) be received by Arctia to guarantee the second instalment prior to the start of the manufacturing of the goods. The applicable payment guarantee shall be irrevocable, confirmed and payable at sight. All charges for confirmation and amendments shall be for the account of the applicant.

10.3. The title in the goods shall only pass to the Buyer upon the full and final payment of the price by the Buyer to Arctia.

10.4. The Buyer shall not withhold any part of the price whether by reason of set-off, counterclaim or for any other reason. Payment shall be deemed effective when full payment in the agreed currency has been made freely available to Arctia. Time of payment shall be of the essence of the Contract.

10.5. Payment shall also be made if unimportant parts or documents are missing which do not prevent the goods from being used.

10.6. If any payment under the Contract shall become overdue, Arctia may (without prejudice to any of its other rights) charge interests on the overdue amount at a rate of sixteen per cent (16%) per year both before and after judgment. Payment of such interest does not release the Buyer from its obligation to make payments on the agreed dates.

10.7. Furthermore, in case of late payment, Arctia may, after having notified the Buyer in writing, suspend its performance of the Contract until it receives payment.

10.8. If the Buyer has not paid the amount due within three (3) months, Arctia shall be entitled to terminate the Contract by notice in writing to the Buyer, to refuse to provide further goods or services to the Buyer and to claim compensation for the loss it has incurred.

11. FINANCIAL RISK

11.1. If the Buyer makes any composition or arrangement with creditors, or goes into liquidation, or if a receiver or administrative receiver is appointed in respect of all or any of the Buyer's assets or if the Buyer fails duly to pay for any goods or if any other insolvency proceeding or event is commenced or occurs in relation to the Buyer or if the financial circumstances of the Buyer do not justify the payment terms previously agreed, Arctia may either require payment in cash of all or the full outstanding balance of the price before despatch of the goods remaining to be delivered or services be rendered or may cancel further deliveries and services without prejudice to any other rights or remedies of Arctia.

12. INTELLECTUAL PROPERTY RIGHTS

12.1. Copyright and all other intellectual property rights in all literature, manuals and other information supplied by Arctia as part of the goods or in connection therewith shall remain the sole property of Arctia.

12.2. The Buyer shall indemnify Arctia against all damages, claims, costs and expenses arising out of any infringement or alleged infringement of any patent, copyright, trademark, registered design or other intellectual property right which Arctia incurs arising out of its compliance with the Buyer's requirements, customisation or specifications or out of any modification made by a party other than Arctia without Arctia's express approval. Arctia shall not be bound to defend any proceedings brought against it by any third party in respect of any such actual or alleged infringement.

13. SOFTWARE

13.1. With respect to any software products incorporated in or forming a part of the goods, Arctia and the Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "the Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Arctia or its licensor, as the case may be, retains all rights and interest, including without limitations all intellectual property rights, in software products provided hereunder.

13.2. Arctia hereby grants to the Buyer a royalty-free, non-exclusive, non-transferable license, without power to sublicense, to use the software (and the related documentation) provided hereunder solely for the Buyer's own internal business purposes in connection with the hardware goods provided hereunder. This license terminates when the Buyer's lawful possession of the hardware products provided hereunder ceases, unless terminated earlier. The Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation. The Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Arctia's prior written consent. Arctia will be entitled to terminate this license if the Buyer fails to comply with any term or condition herein. The Buyer agrees, upon termination of this license, immediately to return to Arctia all software products and related documentation as well as all copies and portions thereof.

13.3. Certain of the software products provided by Arctia may be owned by one or more third parties and licensed to Arctia. Accordingly, Arctia and the Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

14. RETURN OF GOODS

14.1. Goods supplied in agreed quantity and quality may only be returned to Arctia if preliminary agreement to do so exists. Unless stated in such agreement, goods will be credited at the invoiced price minus ten percent (10%) to cover administrative expenses and inspection. Arctia reserves the right to further deduct costs for special technical inspection and/or to repair or refurbish the goods when deemed necessary.

15. WARRANTY

15.1. Arctia warrants that the goods will be free from defect in material or design and will meet the Specifications. To the extent any such goods include Software (as defined in Clause 13) whether included in the goods or provided separately, Arctia only warrants that such Software will, at the time of delivery by Arctia, conform to the documentation specifically relating to such Software and delivered by Arctia.

15.2. Unless specifically agreed otherwise in the Contract, the goods are guaranteed for a period of twelve (12) months from the date of their delivery FCA (Joensuu or Kokkola, Finland).

15.3. During the warranty period, Arctia undertakes upon written request of the Buyer to, at Arctia's discretion, repair, replace or refund the price of any parts of the goods delivered which can be proved to be damaged due to defective material, faults in design or which fail to meet the Specifications.

15.4. The warranty shall not be effective and shall not be relied upon by the Buyer in the event of:

15.4.1. the goods having been at any time, during the period beginning with their delivery FCA (Joensuu or Kokkola, Finland), stored, handled, transported, installed, maintained or operated in a manner inconsistent with Arctia's then current technical requirements, the standard instructions (or in the absence thereof, in accordance with generally accepted practices in the industry) or the alleged defect having been caused by accident, neglect or events beyond Arctia's

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control occurring after delivery of such goods FCA (Joensuu, Finland); or

15.4.2. normal wear and tear and/or for consumables elements; or

15.4.3. use or conditions affecting the operation of the goods which are unusual or not reasonably foreseeable in relation to the conditions of use of operation provided for in the Contract; or

15.4.4. use of the goods in connection with non-Arctia parts, spares or materials which have not been approved expressly by Arctia; or

15.4.5. damages or warranty claims relating to goods which serial number has been removed or obliterated; or

15.4.6. repairs, alterations or customisation carried out without Arctia's written consent or faulty repairs executed by others than Arctia.

15.5. The Buyer shall, without delay, and in no case later than twenty-one (21) days after discovering the defect which it believes may constitute a breach of warranty, notify Arctia's After Sales and Services in writing and include all details available regarding the defect, including pictures when possible. Upon Arctia's acceptance of the validity of a warranty claim, it shall inform the Buyer accordingly. If requested by Arctia, the Buyer shall return the goods to Arctia at Arctia's costs (which shall be submitted to Arctia for approval before being incurred). If there is a reason to believe that the defect may cause damage to person(s) or property, notice shall be given immediately after discovering the defect and may be given by phone, fax or e-mail followed by the appropriate more detailed written notice as described above.

15.6. If the Buyer fails to notify Arctia of the defect within the time specified above, it shall lose its right to have the defect remedied.

15.7. For valid warranty claims, Arctia shall carry out troubleshooting, dismantling and/or re-installation of the defective part if this, in Arctia's opinion, requires special knowledge. If such special knowledge is not required in Arcita's opinion, Arctia shall have fulfilled its obligation in respect of the defect when it delivers a duly repaired or replacement part to the Buyer FCA (Joensuu, Finland). If troubleshooting, dismantling or re-installation of parts necessitates an intervention in equipment other than the goods (which the Buyer shall arrange to have carried out), the labour and cost incurred thereby shall be borne by the Buyer.

15.8. Unless otherwise agreed, if troubleshooting, dismantling or re-installation, repair or replacement is carried out at the location of the defective parts then Arctia shall be entitled to compensation for travel, accommodation and labour incurred in travel to and from such location. Such compensation shall be determined in accordance with the then applicable provisions of Arctia's Field Service Rate Schedule.

15.9. If the Buyer gives notice of a defect and no defect is found which the warranty covers, Arctia shall be entitled to full compensation for the work and costs incurred by reason of the notice having been given wrongly.

15.10. The Buyer shall provide Arctia free of charge with all necessary access and other facilities and all information required to enable Arctia to ascertain or verify the nature and cause of the defect claimed and to carry out its warranty obligations.

15.11. The provision of the foregoing warranty are given in lieu of and replace, exclude and extinguish all and every other condition or warranty on the part of Arctia, written or oral, whether express or implied by statutes, convention, code or decree, regulation, common law, trade usage, custom or otherwise. Furthermore, the Buyer expressly acknowledges that except as provided herein Arctia has neither made nor makes any affirmation, representation or warranty in relation to the goods on which the Buyer seeks to rely, and the Buyer shall rely only on the agreed Specifications and its own inspection and evaluation of the products.

15.12. If twenty-one (21) days after the expiration of the warranty period the Buyer has made no specific written claim under the terms of the warranty, Arctia shall be released from such warranty obligations.

16. LIMITATION OF LIABILITY

16.1. Arctia will indemnify the Buyer against liability or loss incurred by the Buyer for bodily injury, death of a person or property damage to the extent caused directly by the goods or the negligence of, or breach of Contract by Arctia, but not to the extent that the loss or liability was caused by others.

16.2. Notwithstanding anything to the contrary herein or in any quotation, purchase order or Contract and to the fullest extent permitted by law, the aggregate liability of Arctia and its affiliates, officers, employees and representatives to the Buyer, whether in contract, tort (including negligence) or otherwise:

16.2.1. will be limited to the price stipulated in the Contract; and

16.2.2. shall exclude any indirect, consequential, special or economic loss, loss of profit, loss of use, loss of contracts, cost liability, damages or expenses howsoever arising.

16.3. Arctia will not be liable to the Buyer for any breach of its obligations unless written notice of the claim is given to Arctia within one (1) year of the Buyer having notice of the event forming the basis for the claim.

16.4. If a claim for damages is lodged by a third party against one of the Parties, the latter Party shall forthwith inform the other Party in writing.

17. ANTICIPATED NON-PERFORMANCE

17.1. Notwithstanding anything else to the contrary herein or in any quotation, purchase order or Contract regarding suspension, each Party shall be entitled to suspend the performance of its obligations where it is clear from the circumstances that the other Party will not be able to perform its obligations. A Party suspending its performance shall forthwith notify the other Party thereof in writing.

18. FORCE MAJEURE

18.1. No Party shall be in breach of any of its obligations or be liable to the other Party if it fails to perform or delays the performance of an obligation as a result of an event beyond its reasonable control, including but not limited to, strikes, industrial disputes, fire, flood, act of God, war, insurrection, vandalism, sabotage, invasion, riot, national emergency, piracy, hijack, acts of terrorism, embargoes or restraints, extreme weather or traffic conditions, temporary closure of roads, legislation, regulation, order or other act of any government or governmental agency.

18.2. The Party claiming to be affected by force majeure shall notify the other Party in writing without delay on the intervention and cessation of such circumstance.

18.3. If a force majeure prevents the Buyer from fulfilling its obligations, it shall compensate Arctia for expenses incurred in manufacturing, delivering, securing and/or protecting the goods.

18.4. Either Party shall be entitled to terminate the Contract by notice in writing to the other Party if performance of the Contract is suspended due to an event of force majeure as defined herein for more than six (6) months.

19. JURISDICTION AND APPLICABLE LAW

19.1. Any quotation, purchase order and Contract between the Parties and the present GTC shall be governed by Finnish law (unless otherwise expressly agreed), excluding its rules for choice of law and the application of the United Nations Convention on Contracts for the International Sale of Goods.

19.2. Any dispute, controversy or claim relating to or arising from any quotation, purchase order or Contract and the present GTC or their breach, termination or validity and which has not been settled by the negotiations of the Parties shall be finally settled in arbitration in accordance with the Rules of the Arbitration Institute of the Finnish Chamber of Commerce. In all other respects the Arbitration Act of Finland shall govern. Arbitration proceedings shall take place in Helsinki, Finland and be conducted in English. The award shall be fully enforceable and not be subject to appeal.

19.3. Alternatively, Arctia shall have the right to raise a claim against the Buyer in the Finnish Courts or at the Buyer's domicile as it may consider appropriate in order to collect the payment of the price.

19.4. This Clause shall survive the termination of the Contract between Arctia and the Buyer and be fully binding.

20. VALIDITY

20.1. Should any provision hereof be held as invalid, illegal or unenforceable in any jurisdiction and in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired and the Parties undertake to implement all efforts necessary to amend, supplement or substitute any such invalid, illegal or unenforceable provisions with valid provisions producing as nearly as possible the economic result previously intended without renegotiation of any material terms or conditions.

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