

1 Scope of the terms

These terms and conditions apply to purchases of Safera Oy's ("Safera") safety equipment ("Products") by businesses ("Customer") and to installation and repair services performed by Safera ("Services") and, if Safera and Customer have concluded a distribution agreement, to such distribution agreement.

These terms and conditions will apply in case the parties have not agreed otherwise in written form. Safera shall not be responsible for third party products possibly included in the purchase.

2 Concluding the Purchase

2.1 Offer

Safera's offer is valid for the term set out in the offer. In case such validity is not set out in the offer, the offer shall be valid for 30 days from the date of the offer.

The offered prices shall be in euros, in case not otherwise set out in the offer.

2.2 Concluding the Purchase Agreement

Where Safera has made an offer, the contract on the delivery of the Products and/or Services ("Purchase Agreement") will be concluded, when Customer accepts Safera's offer.

In other cases the Purchase Agreement will be concluded, when Safera has confirmed the order or delivered the Product or Service.

In case the order deviates from Safera's offer, the Purchase Agreement will be concluded when Safera has confirmed the order in writing or delivers the Product or Service in accordance with Customer's changes to the offer.

3 Safera's Duties

3.1 Delivery Time

In case not otherwise agreed, the delivery time shall be counted from the latter of the following:

- a) the Purchase Agreement's date
- b) submitting the agreed security or retainer
- c) submitting by Customer of the information necessary for the delivery.

3.2 Delivery Term

In case not otherwise agreed in writing, the delivery term shall be:

- a) in domestic deliveries: Finnterms NOL Vantaa FIN01
- b) in deliveries outside Finland: FCA Vantaa Incoterms 2010

In case not otherwise agreed, the Product is ready for collection by Customer in Safera's warehouse in the agreed date or time period and in case the time has not been agreed on, at the time specified by Safera.

Safera has the right to use subcontractors. Safera shall be liable for the subcontractors' acts as for the acts of its own.

3.3 Transfer of Risk

The risk for the loss or damage to the Products will be transferred to Customer in accordance with the delivery term in Section 3.2.

In case the Product is not delivered in time due to a reason for which Customer is responsible, the risk will be transferred to Customer, when Safera has performed its duties under the Purchase Agreement to enable the delivery.

3.4 Warranty

In case not otherwise agreed in writing, the Product's warranty shall be the end user warranty in accordance with Safera's Product Warranty and License Terms and Conditions. However, warranty to Customer expires latest after thirty (30) months from delivery to Customer. In case warranty to an end user is in force after that time, Customer shall be responsible towards the end user for the warranty for the remaining warranty period in accordance with Safera's Product Warranty and License Terms and Conditions, and for the expenses possibly caused to Safera for the fulfillment of the warranty liability.

Safera's liability for the defects and errors in the Products is limited, in accordance with Safera's Product Warranty and License Terms and Conditions, to repair or replace the defective Product, in case such limitation is allowed by mandatory law. SAFERA DISCLAIMS ANY OTHER WARRANTIES, SUCH AS WARRANTIES OF FITNESS FOR A PARTICULAR OR GENERAL PURPOSE.

THE PRODUCTS DO NOT DIMINISH OR REMOVE THE END USER'S OR CUSTOMER'S RESPONSIBILITY TO FOLLOW THE AUTHORITIES' ORDERS IN FORCE OR RESPONSIBILITY TO ACT WITH DUE CARE TO AVOID DAMAGE TO PROPERTY AND PERSONS. EVEN IF THE PRODUCTS ARE USED, THE END USERS AND CUSTOMERS SHALL CONSIDER USE OF OTHER EQUIPMENT AND MEASURES TO AVOID DAMAGE, AND THE END USERS AND CUSTOMERS SHALL BE RESPONSIBLE FOR MAINTAINING IN FORCE THE INSURANCES FOR PROPERTY AND PERSONS. SAFERA SHALL NOT BE LIABLE FOR ANY DAMAGE TO PROPERTY OR PERSONS OR FOR ANY MONETARY OR FINANCIAL DAMAGES CAUSED BY THE FUNCTIONING OR NON-FUNCTIONING OF THE PRODUCTS, TO THE EXTENT THE MANDATORY LAW ALLOWS THIS KIND OF DISCLAIMER.

3.5 Liability for Defects

The Product and/or Service shall be deemed to have a defect ("Defect") (a) if it does not conform to its written specifications in the Purchase Agreement or documentation given by Safera directly related to the purchase in question (excluding marketing materials) or (b) if the Product has a defect attributable to material or manufacturing, at the time of delivery to Customer.

The Product and/or Service shall not be deemed to have a Defect, in case the defect has been caused by (i) use of the Product in combination with any product not delivered or accepted by Safera, (ii) faulty

installation or failure to follow the installation instructions, (iii) usage conditions in contradiction with the instructions, (iv) choosing by Customer or end user of a Product that is not suitable for the use in the premises where the Product is used or is wrong size or capacity, (v) failure to follow the instructions for installation, use, repair or maintenance, or (vi) external factors, such as accident, fluctuation of electricity or air conditioning, thunder, fire or water.

Customer is responsible towards Safera, that all information given to Safera is true and accurate.

For the avoidance of doubt it is stated, that marketing materials are not Product specifications.

3.6 Software

The software included and/or embedded in the Products may be used only in accordance with Safera's Product Warranty and License Terms and Conditions. Customer shall not distribute or otherwise use the software as a separate product, in case not agreed by Safera in advance in written form. Customer may not copy or otherwise reproduce the software (possible reinstallation shall be performed by Safera or a repair shop authorized by Safera), or modify, disassemble, decompile or reverse engineer the software, or, except as part of the Product, deliver the software to third parties. Safera reserves all the rights to the software. Customer is granted only the right to use the software in accordance with this provision. In case of discrepancy, Safera's license terms shall prevail over the terms hereof.

3.7 Delay

If Safera finds that a delay will occur, Safera shall without delay inform Customer thereof and the reason for delay, and the estimated new delivery date. In case the delay is due to a delay of or non-delivery by a third party manufacturer of the Product or a component, from whom Safera has acquired the Product or a component, Safera shall not be liable for the damage caused by the delay.

In case the delay is due to Safera's negligence, Customer may demand compensation for the direct damages suffered by it. In case not otherwise agreed, the amount of the damages shall be maximum of 0,5 % of the price of the delayed part of the delivery for each week of delay. However, the maximum amount of the compensation can exceed to maximum of 7,5 % of the price of such delayed part of the delivery. Safera shall have no other liability for the delay.

3.8 Limitation of liability

Safera shall not have any liability for cover purchase or Customers' indirect damages, which shall be deemed to include but are not limited to (i) loss of profit, (ii) loss of sales, (iii) loss of revenue, (iv) loss of goodwill, (v) consequent breach of an agreement with a third party or a consequence that an agreement with a third party will not be concluded or is terminated, or other liability resulting from such agreement (vi) loss of customers, (vii) loss of working time of employees: or (viii) any other similar damages that are difficult to predict.

In no event shall Safera's aggregate liability, including price returns and reductions, exceed the price paid by Customer for the Products and Services in question, which or whose delivery is the basis of liability.

3.9 Confidential Information

Safera's offer and the pictures, drawings and calculations delivered by Safera, and the technical solutions and other documents included in the offer, and information disclosed by Safera or learned by Customer, such as descriptions about the ideas and construction of the Products and Safera's business, and the rights related thereto, are Safera's property and confidential information. Also the test results of the Products, by whomever made, are Safera's property and confidential information and may not be published. Customer is not entitled to disclose Safera's confidential information to any third party and may not use it for its own or third party's benefit and may not use it for Safera's disadvantage. Customer may however use its right to (i) distribute the Products, (ii) distribute to end users the user manual and similar end user documentation and (iii) distribute to end users and potential end users the marketing materials delivered by Safera. Customer's obligations according to this Section shall remain in force, even if the Purchase Agreement or distribution agreement has been terminated or expired.

4 Customer's Obligations

4.1 Inspection of the Delivery

Customer shall inspect the delivery within 8 business days from the delivery and inform Safera about a possible Defect in accordance with Section 4.8.

4.2 Purchase Price

The purchase price shall be the price agreed by the parties. Safera shall have, however, the right to amend the purchase price according to the conditions in Section 4.4. In case the purchase price has not been agreed on, it shall be in accordance with Safera's price list. The purchase prices are exclusive of any value-added or other taxes, duties or other similar public charges or fees, and they shall be added to the purchase prices, as valid at the respective time.

4.3 Invoicing and Payment

The Products and Services will be invoiced when they have been delivered according to the applicable delivery term.

Unless other payment term is agreed on, the invoices are payable within fourteen (14) days from the date of the invoice.

4.4 Review of the Purchase Price

Safera shall have the right to amend the purchase price, in case the exchange rates, import fees or other fees outside Safera's control are changed before Customer's payment.

4.5 Delay of Payment

In case a payment by Customer is delayed, (i) the overdue interest shall be the rate applied by Safera in its invoices, (ii) Safera shall have the right to collect from Customer the collection costs and (iii) Safera shall

be entitled to suspend the deliveries, until all matured payments have been paid or a security accepted by Safera has been given. Safera shall be entitled to suspend the deliveries also in accordance with Section 5.2.

For the avoidance of doubt it is stated, that Customer shall not have a right to claim damages due to suspensions based on these grounds.

4.6 Customer's Delay

In case Safera suspends the delivery due to grounds for which Customer is responsible, Safera has the right to the overdue interest according to Section 4.5 from that moment on, when the delivery would have been made and would have been invoiced despite of Customer's delay. In addition, Safera has the right to compensation for other expenses due to Customer's delay, such as loss due to change of exchange rates, storage expenses and loss due to the Products becoming old.

4.7 Security

In case the parties have agreed that a security will be given, it shall be given to Safera before starting the delivery. Even if the parties have not agreed on giving a security, Safera has the right to require a security to secure the payment of the purchase price, in case Safera has weighty reasons to assume that the purchase price or its part will not be paid.

4.8 Reclamation and Cure of Defects

In case the Product or Service has a Defect at the time of delivery, or the delivered quantity is wrong, Customer shall inform Safera in writing within 8 business days from the delivery. Safera has primarily the right to repair the Defect or deliver a new Product. Safera's liability for Defects in Services is limited to repair of the Defect or re-perform the Service at its expense.

5 Termination

5.1 Party's Right to Termination

The Purchase Agreement may be terminated with immediate effect by written notice by a party in the event that the other party commits a material breach of the Purchase Agreement and fails to remedy such breach within a reasonable time not less than thirty (30) days after having been given written notice in respect of the breach. Notwithstanding the above, the Purchase Agreement may be terminated by Customer due to a delay in delivery only in case Customer due to the delay is entitled to the maximum amount of the delay damages and the delay causes unreasonable harm to Customer.

Where the Products are manufactured or acquired specially for Customer in accordance with Customer's instructions or wishes, and Safera cannot, without considerable loss, make other use of the Product, Customer may terminate the Purchase Agreement on account of the delay only if the delay causes to Customer an essential failure in the purpose of the purchase.

For the avoidance of doubt it is stated, that Customer may not terminate the Purchase Agreement, in case the

Defect or delay is due to a force majeure event or a reason for which Customer is responsible.

5.2 Safera's Right to Termination and Hardship

Safera has the right to terminate the Purchase Agreement or part of it, in the event that Customer's payment is delayed for at least thirty (30) days from the due date.

Safera has the right to terminate the Purchase Agreement and/or suspend the deliveries immediately also if, based on Customer's notice or otherwise, it is likely that Customer will not make its performance (e.g. Customer is subject to bankruptcy proceedings, placed in liquidation, otherwise insolvent or has ceased its payments) or Customer does not contribute to the purchase as agreed or reasonably required within a deadline set by Safera.

Safera has also the right to terminate the Purchase Agreement or part of it with immediate effect and Safera is not liable for a consequent delay in delivery, Defects or delay damages, in case performing or repairing the delivery is commercially unreasonable for Safera due to a change in circumstances, e.g. in case importing the Product has become materially more expensive than originally intended by Safera due to an international agreement to which Finland is bound or due to a regulation or other act of authority (such as import roof and increased duties).

In case Safera terminates the Purchase Agreement in accordance with its terms, Customer shall not have right to claim damages due to the termination.

5.3 Force Majeure

Safera shall be discharged from his obligations and shall not be liable for damages caused to Customer by a delay or Defect, in the case the delivery of the Product or its part or the Service is hindered due to natural conditions, fire, equipment defect or comparable disturbance, strike, lockout or other labour dispute, war, mobilization, import- or export restrictions or prohibitions, lack of transport facilities, cessation of production, disturbance in traffic, or other such hindrance which Safera cannot reasonably overcome ("Force Majeure"). Also similar events of Force Majeure affecting Safera's subcontractors shall be deemed as Force Majeure. In case of Force Majeure, Safera shall have the right to terminate the Purchase Agreement with immediate effect.

6 Insurance

The parties shall insure the Products in accordance with the applicable delivery term. They shall agree on other insurances in written form.

7 Liability for Damage Caused by the Products

When the Product has been delivered to Customer, Safera shall not be liable for damage caused by the Product, in case the damage is caused to:

- a) immovable or movable property of Customer or a third party or for damages or damage that is a consequence of such damage

b) a product manufactured by Customer or a third party or a product containing such a product.

Where Safera is liable to compensate damages or loss as set out above to a third party, Customer shall reimburse to Safera the loss caused.

In case a third party presents a claim towards Customer based on mandatory product liability legislation due to the Products for which claims Safera liable due to the said legislation, Customer shall inform Safera of the claim immediately and withholds acceptance of the liability or to offer settlement. Safera has the right to independently defend itself against the claim and to make a settlement of the claim in Customer's name. Customer shall assist Safera without compensation as reasonably requested by Safera.

8 Title and Intellectual Property Rights

Title to the Product is transferred to Customer, when the whole purchase price has been paid to Safera, in case not otherwise agreed. Before transfer of the title the Product may not be sold, delivered to end users or installed in other products. Customer's right to software shall be solely the right to use in accordance with Section 3.6 and Safera's Product Warranty License Terms and Conditions.

"Intellectual Property Rights" shall mean all patents, inventions, trade secrets, utility models, trademarks, logos, techniques, model rights, know-how, methods, copyrights (including the right to amend their object and assign the copyrights), whether registered or unregistered and including applications for grant of any of the foregoing and all rights or forms of protection having equivalent or similar effect to any of the foregoing which exist according to any jurisdiction anywhere in the world.

Intellectual Property Rights in and to the Products and software contained in the Products and software delivered by Safera and all other materials and documentation delivered by Safera, and in and to the Services and the results of the Services, and any copies, modifications and derivative work of any of the foregoing are Safera's property.

9 Trademarks

The Products shall be sold only with the brand, logos, trademarks or other product names defined by Safera ("Trademarks"), unless otherwise agreed in written form. Safera's Trademarks are e.g. trademarks, (i) which include word "Safera", (ii) which are registered by Safera or for which registration has been applied; and/or (iii) which Safera has notified separately as its Trademark. Trademarks shall belong solely to Safera. Customer is not assigned any right to the Trademarks.

When marketing the Products Customer shall promote Safera as the producer of the Products. The Trademarks shall be used according to Safera's instructions. Customer shall include in all electronic and written documentation relating to the Products a statement that the Trademarks are owned by Safera. Customer shall deliver its marketing and sales

materials, where any Trademark or the Product is mentioned, for prior approval of Safera. Customer shall not do anything that could make harm to or lessen Safera's right to the Trademarks. Customer agrees not to apply for registration of Trademarks or any trademarks resembling the Trademarks in any country. When Customer uses the Trademarks, the use shall inure to Safera's benefit, and Customer commits to deliver to Safera on Safera's request any materials that prove the use of the Trademarks, also after the termination of the Purchase Agreement or the distribution agreement. Customer shall cease the use of the Trademarks, when Safera so requests or Customer does not sell the Product any longer.

10 Notices

Any notice to the other party must be sent in writing, e.g. by e-mail or telefax, and the sender is liable for their arrival. In case Safera has informed Customer of an address for receipt of notifications, Customer shall send all notices to Safera to the said address.

11 Assignment of an Agreement

Either party may not assign the Purchase Agreement or the distribution agreement to a third party, without the prior written consent of the other party. Safera, however, may assign the Purchase Agreement or the distribution agreement without the consent of Customer when transferring its business assets or part thereof or to any of its affiliates. Safera also may assign to a third party its right to receive its receivables.

12 Dispute Resolution

The Purchase Agreement and the distribution agreement shall be 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. All disputes arising out of the Purchase Agreement and the distribution agreement shall be finally settled under the Rules for Expedited Arbitration Board of Arbitration of the Central Chamber of Commerce of Finland by one (1) arbitrator appointed by the said arbitration institute, in English language. The arbitration shall take place in Helsinki, Finland.

Notwithstanding the above, Safera shall be entitled to seek equitable and/or injunctive relief or take legal actions concerning overdue payments in court of law of Customer's or Safera's domicile.

If any provision of the Purchase Agreement or the distribution agreement is later held to be contrary to law or not enforceable, such provision shall be applied to the extent it is allowed by law and so that the intention of the provision and the parties' liabilities and obligations as far as possible accomplish the objectives of the original provision. The remaining provisions of the agreement in question shall not be affected.