

**1. Application**

These general sales conditions shall apply unless otherwise agreed by written agreement between the parties. Should the purchaser present in his order a provision which conflicts with the sales conditions of Enervent Oy (hereinafter 'Enervent') the conditions of Enervent shall prevail even in case Enervent fails to object to such provision. By placing an order the purchaser approves these general sales conditions in the present and also future business relationship between Enervent and the purchaser.

**2. Offer**

Offer shall be valid for a period as stated therein. Unless otherwise stated, the offer shall be valid for thirty (30) days from the date of offer. Enervent is entitled to amend the price and the delivery time of the offer should conditions not attributable to Enervent so warrant.

**3. Order and Agreement**

Order placed in accordance with the offer within the validity of offer shall be considered as an agreement between Enervent and the purchaser. In case the order is not based on an offer made by Enervent it shall become binding upon Enervent accepting it. Enervent shall send a confirmation of order to the purchaser upon request. The agreement shall supersede and cancel any prior conditions or agreements, written or oral, which shall become null and void.

Enervent shall not be liable for any defective delivery made according to an oral order, unless the purchaser has confirmed the order in writing either prior to the delivery or prior to the commencement of the production.

**4. Material and tolerances**

Material requirements and the tolerances applied shall only be those stated by Enervent in the technical specifications related to and the standards referred to in the agreement. The material requirements, standards to be applied and the tolerances for special products must always be defined in the purchaser's inquiry or the order. Enervent guarantees that material in deliveries is in accordance with the specifications agreed upon. Unless otherwise agreed, deflashing level and tolerances shall be as generally applied by Enervent.

**5. Parts supplied by the Purchaser for special products**

Materials supplied by the purchaser for special products shall be delivered DDP Enervent at the time as previously agreed upon. As regards serial products, the number of parts supplied by the purchaser shall exceed the total number of products ordered from Enervent by five (5) per cent.

The purchaser shall be liable for that the parts delivered are in accordance with measures and the specifications agreed upon. Furthermore, the purchaser shall be liable for the costs caused to Enervent by defective or unfit materials that cannot be used for any other reason.

**6. Quality**

Enervent guarantees quality and quality control of delivered products according to ISO9002.

**7. Samples**

If the procedure and the fee thereof is agreed, Enervent shall deliver samples of the special product to the purchaser prior to the commencement of the serial deliveries. The purchaser shall inspect the samples forthwith and inform thereafter Enervent of the results of such inspection. In case the purchaser approves the samples without notices Enervent will not accept notices of products delivered provided that they conform to the approved samples.

**8. Terms of Delivery, Passing of Risk**

Delivery terms shall be interpreted according to the current "Incoterms". Unless otherwise agreed, delivery terms are "EX WORKS" (Incoterms 2010) producing factory in question and according to shipment instructions of the purchaser. The products shall be delivered according to the instructions given by the purchaser. The products are delivered in appropriate packages. However, should the products require special packing, the purchaser will be separately charged for such special packages.

**9. Delivery Time and Delay**

In case Enervent finds that the contractual delivery time cannot be adhered to Enervent shall inform the purchaser thereof without delay. If the delay is not due to force majeure –reason and the delay causes considerable disadvantages to the purchaser he is entitled to cancel the order or part of it provided that the delay is more than four (4) weeks. Unless otherwise agreed, Enervent shall neither be liable to pay penalty, indemnifications or liquidated damages in case of delay, nor shall Enervent be liable to pay penalty, indemnifications or liquidated damages nor shall Enervent be held responsible for any indirect or consequential damages caused to the purchaser.

**10. Force Majeure**

The following shall be considered as force majeure: industrial disputes, strikes, lock-outs, riots, mobs, fires, floods, wars, embargo, currency restrictions or any other circumstances beyond the control of the parties. The party wishing to claim relief by force majeure shall notify the other party without delay on the intervention and on the cessation of it.

**11. Prices**

Prices offered do not include value added tax. Value added tax shall be added, when necessary, to the final amount of the invoice on prevailing rate at the date of the invoice. Enervent reserves the right to price adjustments in case of changes in production costs not attributable to Enervent, such as major changes in prices of raw materials or in exchange rates and the like.

Enervent shall inform the purchaser of general changes in prices not less than fourteen (14) days prior to the amendment. In case the purchaser does not approve the change he is entitled to cancel the order within seven (7) days after having received the information of the change in price.

**12. Payment Terms and Ownership of Products**

Payment shall be made according to the conditions set out in the offer. The time of payment shall be fourteen (14) days net from the date of the invoice, unless otherwise agreed.

The products shall remain the property of Enervent until they have been paid for in full. The retention of title shall not affect passing of the risk under clause 8. The purchaser shall not re-sell, pledge, use, install, convert or process the products in any way before they have been paid in full. A breach of this condition shall entitle Enervent to cancel all orders and terminate the business relationship with the purchaser with immediate effect. Should the purchaser fail to fulfil his liability to pay within the time of payment Enervent is entitled to cease the further deliveries.

**13. Prepayment as a Precondition of Delivery**

Enervent shall also have the right, at its sole discretion, to demand prepayment as a precondition of delivery or continuation of an ongoing delivery, if there is reasonable doubt to suspect that the purchaser's ability to make payments has been compromised or that the purchaser shall not pay on due date. In case of overdue payment interest shall be collected for each delayed day according to the interest rate as set out in the invoice.

**14. Defective Delivery, Guarantee**

The purchaser shall, within eight (8) days after receipt of the delivery, inform Enervent of any and all defects in the delivery or in the products that he has noticed or should have noticed. After this period the goods delivered shall be deemed as complete and in good condition, and the purchaser is no longer entitled to make a complaint about such defect in the delivery or in the products.

Enervent guarantees its products according to separate Warranty Conditions, which are an integral part of these conditions, and product specific warranty enclosed with the product as the case may be.

For special products or in case the product has been produced according to specifications given by the purchaser, Enervent shall be liable for that the structure of the product meets the specifications. Enervent shall not, however, be liable for defects due to material or construction ordered by the purchaser, nor shall Enervent be liable for the product being suitable for the use it is planned for, unless otherwise agreed. Enervent shall only be responsible for such damages as may arise when the product is correctly used in conditions the product is intended for. Enervent shall not be held responsible for damages caused by faulty installation or faulty maintenance performed by the purchaser without the prior written consent of Enervent. Furthermore, Enervent shall not be held responsible for any faulty repairs made by the purchaser or damages due to use in inappropriate conditions or damages resulting from normal wear and tear.

The purchaser shall return the products rejected in inspection of the delivery or because of a fault covered by the guarantee to Enervent in their original packing at the cost of Enervent. Enervent shall deliver the repaired or replaced products to the original destination at its own cost.

**15. Patents and Other Industrial Rights**

The purchaser shall be liable for investigating whether the product is protected by a patent or any other restriction such as protection for patterns and designs, and inform Enervent thereof. Furthermore, Enervent shall be entitled to claim compensation from the purchaser in case of damage caused to Enervent due to offence against such restriction.

**16. Product Liability**

Enervent shall be liable for damages to products and damages to third parties caused by Enervent's products according to current product liability laws in EU and these conditions (see also Orgalime S 2000, article 38 and 43). Both parties shall have sufficient product liability insurance.

Should Enervent have any reason to suspect that the product may cause danger to users or third parties Enervent shall have the right to interrupt deliveries and to recall the product. In such occasions the stipulations regarding force majeure shall be applied.

**17. Liability Limitation**

Enervent shall not be liable for damages caused by faulty installation of faulty maintenance unless Enervent itself has made the faulty installation or the faulty maintenance. Enervent shall not be liable for

damages caused by inappropriate use of the product. , Enervent shall not be liable for any indirect or consequential damages and economical losses, such as lost profit (see also Enervent's general Warranty Conditions).

**18. Arbitration**

This agreement shall be governed by the laws of Finland excluding its rules and principles regarding choice of law. United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply. Any dispute or claim concerning or relating to this contract, or the breach, termination or validity of the contract, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Conflict Management Institute Association ry/r.f in Helsinki. Should the Conflict Management Institute Association ry/r.f decide not to take the dispute into their arbitration the dispute shall be settled by arbitration in Helsinki by one arbitrator. In such case the arbitrator shall be appointed by District Court of Helsinki. The language of arbitration shall be English. The decision of the arbitration tribunal shall be final and binding. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction or other interim or conservatory relief as necessary, without breach of this arbitration agreement and without any abridgment of the powers of the arbitrators.

However, Enervent shall, at its sole discretion, have the right to bring an action based on unpaid invoices against the purchaser in District Court of Porvoo, Finland, which in such cases shall be the first instance legal forum.

**19. Orgalime S 2000 and**

1. Orgalime S 2000 general conditions, except for articles 12-15, 18, 20; chapter 1 and 2, articles 23, 26, 28, 36, 39, 44 and 45, are an integral part of these terms.

The conditions of the agreement shall be applied in the following order: 1. The conditions of the Agreement, 2. Enervent General Sales Conditions, 3. Product Specific Warranty Terms, 4. Enervent's general Warranty Conditions, 5. Orgalime S 2000, 6. Incoterms 2010.