

Isku Group's General Purchasing Terms of Goods

1 General

- 1.1 The Parties (later referred individually as "Party" and together as "Parties"), i.e. a company in the Isku Group as a buyer (later referred as "Isku") and a supplier as a seller (later referred as "Supplier") have agreed that, in addition to purchase agreement and/or purchase order, following general purchasing terms (later referred as "General Terms") shall apply.
- 1.2 The Parties shall apply these General Terms only to purchase of tangible goods (later referred as "Goods").
- 1.3 The Parties shall apply these General Terms to all transactions, unless otherwise specifically agreed in a separate contract between Parties.
- 1.4 The Parties have agreed that when interpreting the terms of the purchase agreement and/or purchase order, these General Terms shall overrule all other possible general terms.

2 Concluding Contract

- 2.1 Isku shall order the Goods only on a written purchase order (later referred as "Purchase Order").
- 2.2 The contract (later referred as "Contract") shall be deemed valid when Supplier confirms the Purchase Order (Later referred as "Order Confirmation", unless there are any other established commercial practices between the Parties. The Supplier shall confirm the Purchase Order within two (2) working days after receiving the Purchase Order.
- 2.3 Isku may cancel or alter the Purchase Order before receiving Supplier's Order Confirmation. The Supplier may not on the Order Confirmation supplement and/or alter the Purchase Order and/or its conditions in any way.

3 Quality Criteria of Goods

- 3.1 The Supplier confirms the Goods comply any law and/or official QHES regulation applicable to this sort of goods.
- 3.2 Furthermore, the Supplier confirms the Goods fulfill the kind of technical, quality, and other requirements which are expected of a good of this sort.

4 Delivery

- 4.1 The supplier shall deliver the Goods to a place and at a time defined on a Contract and/or on a Purchase Order, unless agreed otherwise in writing. Isku may refuse to accept a delivery prior the delivery time agreed by Isku and Supplier.
- 4.2 The terms of delivery shall be DAP Lahti, Finland (Incoterms 2010), unless otherwise agreed by the parties and confirmed by Isku on the Purchase Order.
- 4.3 The Supplier shall pack the Goods adequately in consideration of the mode of transport, the transport time and the conditions during the transportation.

5 Delays

- 5.1 Immediately after realizing it cannot deliver the Goods in time, the Supplier shall inform Isku in writing.
- 5.2 If the Supplier shall not able to deliver the Goods at the time agreed in the Contract, the Supplier shall be obliged to financially compensate (later referred as "Compensation for Delay") Isku, and if the breach of Contract has a significant impact on Isku, Isku has a right to cancel the Contract.

5.3 The Compensation for Delay paid by the Supplier and/or cancellation of the Contract shall not nullify Isku's indemnity. If Isku's materialized costs exceed the total amount of the Compensation for Delay, Isku has a right to demand for damages (later referred as "Damages") for the costs exceeding the Compensation for Delay.

5.4 To be eligible for the Compensation for Delay and/or Damages in future, Isku must inform the Supplier its intention in writing immediately after receiving the information of a potential delay of delivery.

5.5 The amount of the Compensation for Delay shall be two (2) percent of the value of the undelivered Goods per each week delayed. However, the minimum Compensation for Delay shall always be fifty (50) € per occurrence, and the maximum amount shall never exceed thirty-five (35) percent of the value of the undelivered Goods. If the delivered part of Goods cannot be used without the undelivered ones, the Compensation for Delays shall be calculated from the total value of Goods.

6 Defected Goods and Their Return

- 6.1 The Supplier guarantees that the Goods shall (a) be free from defects, (b) comply with technical, quality and other requirements defined in the Contract, and (c) shall be applicable to the purpose Isku has intended it to be.
- 6.2 The return of the defected Good shall be carried out and paid by the Supplier.

7 Guarantee and/or Warranty

- 7.1 The Supplier grants the Goods a five(5)-year warranty. The warranty begins from the date of commissioning the Good at the end user, however, at latest six (6) months after the Good has been delivered to Isku. Under the warranty, the Supplier shall repair and/or replace at their own expense all defected Goods, and reimburse all related costs to Isku.
- 7.2 If the Supplier shall not be able to, within a reasonable time, repair and/or replace the defected Goods, Isku has a right to have the defected Goods repaired by a third party at Supplier's expense and/or cancel the Contract.

8 Product Liability

- 8.1 The Supplier carries a Good liability according to Product Liability Act (694/1990).
- 8.2 If Isku must compensate a third party under product liability, the Supplier shall be liable to indemnify Isku to the full amount of damages.
- 8.3 The Supplier must inform Isku of specific risks, known by the Supplier, relating to the features of the Goods or to the intended use of the Goods. Furthermore, the Supplier must inform Isku immediately, if a third party claims the Supplier under Product Liability Act (694/1990).
- 8.4 The Supplier shall have an adequate insurance to cover the Supplier against damages due to product liability.

9 Immaterial Rights

- 9.1 The Supplier confirms having all immaterial and sales rights to the Goods and that the Goods do not infringe any patent, model, copyrights or other rights of any third party.
- 9.2 The Supplier shall be responsible for all damages suffered by Isku that are caused by the Supplier's infringements of immaterial rights of the third party.

10 Prices and Payment

- 10.1 Isku shall remit a payment to the Supplier solely against an invoice issued by the Supplier. Isku shall remit the payment either (a) in ninety (90) days or, (b) against an additional discount of two (2) percent, in fourteen (14) days. The due date shall be calculated from the date when the Supplier has, according to the terms of delivery, delivered the Goods.
- 10.2 If the Parties have not agreed in writing otherwise, the purchase price of Goods (later referred as "Purchase Price") shall remain the same during the entire term of the Contract.
- 10.3 The Purchase Price shall include the full amount of compensation to be paid by Isku to the Supplier for the delivery of Goods, i.e. the Supplier has no right to charge any extra costs in addition to the Purchase Price, unless otherwise agreed by the Parties and confirmed by Isku on the Purchase Order.
- 10.4 The Supplier shall comply with Isku's valid invoicing instructions (later referred as "Invoicing Instructions").

11 Documents

- 11.1 The Supplier shall provide Isku with documents that enable getting the Goods operational and to ensure proper use of the Goods, e.g. product safety data sheet.
- 11.2 The Supplier shall mark the Goods and all packages according to Isku's valid logistical instructions (later referred as "Logistics Instructions"). All delivery notes issued by the Supplier shall contain the information described in the Logistics Instructions.
- 11.3 All invoices issued by the Supplier shall contain, in addition to all markings required by the Finnish laws, the information described in the Invoicing Instructions.

12 Sub-contractors

- 12.1 The Supplier shall be entitled to use a sub-contractor (later referred as "Sub-contractor") when delivering Goods to Isku. When required by Isku, the Supplier must release information of Sub-contractors used by the Supplier in a delivery of the Good to Isku. When required by Isku, due to a reasonable cause, the Supplier shall be obliged to change the Sub-contractor used in a delivery of the Goods.
- 12.2 The Supplier shall be fully liable for the actions by the Sub-contractor.

13 Assignment of Contract

- 13.1 The Supplier shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of Isku. Isku may assign, charge, subcontract or transfer the Contract or any part of it to any person.
- 13.2 Isku assumes that the Contract and the Purchase Price shall be applied to all companies of the Isku Group.

14 Confidentiality

- 14.1 Both parties are obligated to keep all information confidential. They shall not hand over this information to any third party, or employees more than is required to fulfill the contract. Confidential information shall be used only for the fulfillment of the contract. The Supplier shall be obligated to preserve carefully the confidential information and to ensure that the information cannot end up to knowledge of a third party.
- 14.2 The Supplier shall be obligated to return all documents of the buyer or other confidential information in full to Isku after the delivery of Goods or at Isku's request. If this is not possible, the Supplier shall be obligated to destroy the confidential information.

15 Corporate Responsibility

- 15.1 The Supplier confirms that the Goods or their producing process do not infringe national or international environmental, human rights norms or common law or customs concerning said norms.
- 15.2 The Supplier is aware of the content of the Isku's Code of Conduct for Responsible Business and shall comply with it.
- 15.3 The Supplier confirms that the any employment contract between the Supplier and its employee applicable to the delivery of Goods shall be in accordance with the Finnish law and collective labor agreements.
- 15.4 When delivering Goods into either Isku's premises or into premises of Isku's customer, the Contract shall not become effective until the Supplier has provided Isku with documents required by the Act of Contractor's Obligations and Liability when Work is Contracted Out (1233/2016).
- 15.5 The Supplier shall be entitled to gain information from the Supplier concerning the matters mentioned above and to inspect validity of the information.

16 Force Majeure

- 16.1 Both parties shall be reserve the right to suspend or cancel the Contract in whole or in part (without liability to the other party) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to any circumstances beyond the reasonable control of the party including, without limitation, acts of God, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, and lock outs or other industrial action (Later referred as "Force Majeure").
- 16.2 Despite what is said in the clause 16.1, the delay of delivery by the Supplier's Sub-contractor or a fault in such delivery shall not be deemed as Force Majeure.

17 Breach of Contract or Insolvency

- 17.1 If a party commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract having been requested in writing by the other party to remedy or desist from such breach in due time, another party may immediately suspend performance of the Contract without liability to party breaching the Contract.
- 17.2 If a party commits and act of insolvency or is declared bankrupt or has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income of it an order is made, a petition is presented to any court or a resolution is passed for liquidation and winding up the a party (except that where a winding up is for the purposes of amalgamation or reconstruction and the resultant company is or agrees to be bound hereby) or if the party makes any arrangement with its creditors an any procedure analogous to the above in any jurisdiction, another party may immediately suspend performance of the Contract without liability to party breaching the Contract.

18 Law and Jurisdiction

- 18.1 Parties shall primarily seek to settle all disputes or claims (Later referred as "Dispute") arising out of or relating this Contract by negotiating. If the parties fail to settle a Dispute in their negotiation, may either one of the parties sue another party at the District Court of Päijät-Häme. Isku may also sue the Supplier at the court in the Supplier's domicile. This Contract shall be governed by and be construed in all respects in accordance with Finnish law.

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