

MEKA GENERAL PURCHASE TERMS AND CONDITIONS 1.0/2018

- 1. GENERAL CONDITIONS** The terms and conditions of these MEKA General Conditions of Purchase 1.0/2018 ("General Conditions") shall exclusively be applied to and govern all purchases of products ("Products") made by MEKA from any entity of Seller. In these General Conditions, MEKA shall mean any entity partly or wholly owned by, as well as MEKA Corporation ("MEKA"). These General Conditions shall supersede and exclude the general standard and any other terms and conditions, which may be written on or referred to in any quotation, confirmation, delivery order, invoice or other document in any technical form used by Seller, and in selling Product(s) to MEKA, Seller shall be deemed to have fully accepted these General Conditions. No modification, alteration, addition, or amendment to these General Conditions shall be valid, unless accepted in writing by MEKA. A valid written purchase agreement for the Products between the Parties shall nevertheless prevail over these General Conditions as of the date such agreement has become effective. Any purchase of software, as a separate item, shall be exclusively governed by the relevant standard MEKA licensing agreements. These General Conditions shall be applied between the Seller and MEKA also to and regarding any Product(s) sold and/or delivered by Seller to a contract manufacturer, that is appointed by MEKA to (i) manufacture any MEKA's products, or parts thereof, for MEKA and/or (ii) purchase, assemble and/or incorporate any Product(s) into other products being sold by the contract manufacturer to MEKA directly or indirectly. MEKA undertakes no liability for the performance and/or non-performance of such contract manufacturer's contractual or other obligations towards the Seller.
- 2. PRODUCTS** Each Product delivered by Seller to MEKA shall meet all specifications and other requirements approved by MEKA. Change in any specification, requirement and/or substance of a Product and/or other change that may affect the quality, fit, form and/or function of any Product is subject to MEKA's prior written approval. At request, Seller shall inform MEKA in writing of all substances in the Products as requested by MEKA. Seller shall ensure the feasibility of any specifications and other requirements. Upon request Seller agrees to inform MEKA about any export or re-export restrictions and regulations and about the export control classification numbers (ECCN) relating to Products. MEKA shall obtain and have the exclusive rights in all aspects to any and all MEKA customized Product(s) and to their specification(s). With regards to any such MEKA customized Product(s) and/or any MEKA customized part of a Product, MEKA may sell, manufacture, have manufactured by a third party and/or otherwise use, license and/or commercialize any of them without charge. Seller shall not directly or indirectly manufacture, sell, or otherwise use or commercialize any MEKA customized Product and/or any MEKA customized part of a Product for or to any other party (including itself or any of its affiliated companies) without MEKA's prior written consent.
- 3. OFFER** Seller's quotations, offers and information regarding measures, capacities, technical and other details mentioned in any specifications, catalogues, brochures, or pictures or otherwise and connected with Product(s) shall be binding for Seller. MEKA shall have no minimum ordering or purchase commitments for Products. Seller agrees to deliver Products in accordance with MEKA's purchase orders.
- 4. TERMS OF DELIVERY AND PASSING OF TITLE** Unless otherwise agreed, the term of delivery is DAP (at the address specified by MEKA) Incoterms 2010. The title to the Products shall pass to

MEKA when the Products arrive at MEKA's or its designee's manufacturing premises, as specified by MEKA. MEKA shall nevertheless have all rights to direct Products in transit. MEKA may, without any liability and/or charge against Seller, reschedule and/or cancel any and all parts of deliveries of Products seven (7) days prior to the agreed delivery upon written notice to Seller.

5. **TIME OF DELIVERY** Time is of the essence. The time of delivery is defined in purchase orders or in other documents including, but not limited to demand visibilities and other forecasts, issued by MEKA to Seller. Any change in the time of delivery is subject to the prior written approval of MEKA. MEKA is not obliged to take Products into its possession before the time of delivery. Partial deliveries are not allowed, unless requested or accepted by MEKA in writing. Seller shall, as soon as Seller becomes or should have become aware of the delay, inform MEKA in writing of the delay. This duty does not limit Seller's liabilities resulting from late delivery. In order to avoid any delay, Seller shall use its best efforts at Seller's sole risk and expense, to minimize the possible delay. If a delivery is delayed more than five (5) days due to reasons attributable to the Seller, MEKA is entitled to cancel the respective delivery without any liability to Seller. Until MEKA cancels the delivery, MEKA is entitled to liquidated damages. The liquidated damages shall be two per-cent (2%) of the sales price of the delayed Products per each beginning day of delay up to a maximum of twenty per-cent (20%) of the sales price of the delayed Products. MEKA has the right to deduct the liquidated damages from any invoice of Seller. The liquidated damages shall not exclude MEKA's right to compensation for damage if such damage exceeds the aggregate of the liquidated damages paid by Seller to MEKA.
6. **SALES PRICES** The sales price(s) are gross amounts, exclusive of any value added tax (VAT). Seller warrants that the sales prices for the Products are not less favourable than those extended to any other customer for similar goods in equal or lesser quantities.
7. **PAYMENT TERMS** The payment term is ninety (90) days net after receipt of Product or date of invoice, whichever is later. If the due date falls into weekend or bank holiday, the due date shall be the first possible banking day. MEKA is entitled to withhold payment if Seller has not delivered the ordered Products in full quantities and/or if any Product does not strictly conform to the specifications and other requirements.
8. **PACKING, LABELLING, BAR CODING AND STORAGE** The packing, labelling and bar coding of Products shall be carried out as required by MEKA. If MEKA has not given any written instruction, the Products shall be packed in accordance with best commercial practice. Seller agrees to inform MEKA of any relevant specifications relating to the storage of Products. The sales prices shall include the cost of packing, labelling and bar coding and any protection required to prevent damage to or deterioration of the Products during transportation and storage. Seller agrees to indemnify MEKA against any damage due to improper packing and protection.
9. **ENVIRONMENT AND COMPLIANCE WITH LAWS** Seller and its subcontractors agree to comply with the principles of all MEKA's official environmental policies and guidelines. Seller agrees to comply with all MEKA's reasonable instructions in this respect. Seller agrees to be responsible for recycling and other environmental aspects of the Products. Seller agrees to comply with all the laws, regulations, ordinances and administrative orders and rules related to any Products and/or the manufacturing process.

10. **MEKA PROPERTY** All drawings, technical documents, tooling, data, software, and other material provided by MEKA to Seller and/or produced by Seller for MEKA remain and/or become the property of MEKA, unless otherwise agreed between the Parties in writing. Seller is not allowed without MEKA's prior written consent, to use, copy, reproduce, had over or in any other way utilize such material.
11. **INSPECTIONS** Seller shall carry out all relevant inspections of the Products and ensure that the Products meet all specifications and other requirements specified by MEKA. Notwithstanding this, MEKA may inspect Products upon delivery. Any acceptance of Products by MEKA, with or without inspection, shall not to any extent release Seller from any of its obligations to deliver Products that meet the specifications and fulfil the requirements of MEKA nor limit MEKA's right to make claims relating to the Products or the deliveries, if any Product is later found not to meet the specifications or the requirements of MEKA. MEKA reserves the right, by itself or through its appointed representative, during regular business hours and following reasonable notice Seller, to inspect Seller's physical production premises and Seller's quality control procedures, in order to verify compliance with the specifications, the manufacturing process, the requirements of MEKA and other standard industry practices and procedures.
12. **WARRANTY** Seller hereby warrants that all Products shall be new, unused, in good working condition, free from all defects (including but not limited to defects arising out of design, materials and/or workmanship) and of the highest quality, fit for the purpose for which they are intended and in strict conformity with the specifications and the requirements specified by MEKA for a period of thirty-six (36) months from the date of delivery to MEKA. The foregoing warranty is in addition to all other warranties, express or implied, to which MEKA is entitled at law or in equity. If MEKA finds any Products not to meet the warranty, MEKA may in MEKA's sole option and upon notice to Seller, **(i)** require Seller to promptly reimburse to MEKA the sales price of all Product(s) not meeting the warranty; **(iii)** require seller to promptly repair the Products at Seller's sole risk and expense; **(iv)** repair the Products or cause the Products to be repaired by any third party at Seller's sole risk and expense, or **(v)** cancel the respective delivery with immediate effect in whole or in part if MEKA reasonably considers that none of the actions mentioned in (i) through (iv) is feasible or effective. MEKA has the right to deduct the value of the rejected Products from any invoice of Seller. The foregoing remedies are in addition to all other remedies at law or in equity that MEKA may have.
13. **LIABILITY** Seller agrees to indemnify MEKA and its officers, directors, employees, agents, sub-contractors, contract manufacturers and customers against and hold all of them harmless from all claims, suits, actions, demands and proceedings and all damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs) related to **(i)** product liability, product safety and/or personal injury, including but not limited to death; and/or **(ii)** loss or damage to any property; and/or **(iii)** any other liability attributable to any act or omission of Seller, any Product and/or any manufacturing process of any Product.
14. **INTELLECTUAL PROPERTY IDEMNITY** Seller agrees to indemnify MEKA and its officers, directors, employees, agents, sub-contractors, contract manufacturers and customers against and hold all of them harmless from all claims, suits, actions, demands and proceedings and against all damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs) arising from any claim of infringement of any patents, trademarks, copyrights, trade secrets or designs or other industrial and/or intellectual property right which may be attributable to incorporation by MEKA of any Product to any MEKA's products or any products sold or otherwise

used by MEKA or sold or otherwise used by any of MEKA's direct or indirect customers or which may be attributable to the use of sale of Products by MEKA or by any of MEKA's direct or indirect customers. In addition, at MEKA's sole discretion, and without limiting any indemnification rights, Seller shall at its sole risk and expense either **(i)** modify the Products to avoid infringement, while at the same time maintaining compliance of the Products with the specifications and other requirements referred to in these General Conditions, or **(ii)** obtain for MEKA at Seller's sole risk and expense a license to continue using and exploiting the Products in accordance with these General Conditions free of any liability or restriction and without time limitation.

15. **DEFENSE** Seller agrees to defend, at Seller's sole risk and expense, all claims, suits, actions, demands and proceedings under Articles 13 and/or 14 with counsel acceptable to MEKA, at and only upon receipt of MEKA's prior written request for such defense.
16. **LIMITATION OF LIABILITY** Notwithstanding anything contained in these General Conditions, neither Party shall under no circumstances be liable for any lost profits, lost opportunities, lost revenues and/or any special, indirect, consequential, or incidental damage and/or any Product(s). Notwithstanding anything to the contrary in any of the terms of these General Conditions, any co-operation, requirement, request, direction, instruction, acceptance, consent, approval or other similar action or lack of any of the above mentioned by MEKA shall not in any way or to any extent release Seller from any of its obligations under these General Conditions, unless expressly and specifically agreed by MEKA in writing when taking such action.
17. **CONFIDENTIALITY** Each Party agrees to keep confidential any technical, commercial, business related, financial or company information received in whatever form from the other Party and/or the other Party's agents, sub-contractors, contract manufacturers and/or customers. Each Party shall protect all such information from improper, unauthorized, negligent, or other inadvertent transfer to any third party. Any signed and valid non-disclosure agreement between the Parties covering any Product(s) shall be applied as intended.
18. **ASSIGNMENT OF SEVERABILITY** Seller shall not have the right to assign any of its rights or obligations in relation to any Products or these General Conditions without the prior written consent of MEKA. If any provision of these General Conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these General Conditions and the remainder of the provisions in question shall not be affected thereby.
19. **INSURANCE** Seller shall at all times maintain in force, and upon request give evidence of, fully adequate general liability insurance policy and coverage, in adequate coverage amounts specified by MEKA and naming MEKA as an additional insured and waiving Seller's and its insurers' rights of subrogation and recovery against MEKA, from an internationally recognized and reputable insurance company to cover any and all obligations, undertakings, guarantees, warranties and indemnities attributable to Seller in accordance with these General Conditions or otherwise, in relation to any purchase order and/or in relation to any Product(s).
20. **GOVERNING LAW AND DISPUTE RESOLUTION** These General Conditions shall be governed by and construed in accordance with the laws of Finland. Any disputes relating to or arising in connection with any Products and/or these General Conditions shall be finally settled in arbitration by one (1) arbitrator held in Oulu, Finland and be conducted in the Finnish-language or if Seller is not a Finnish company the language shall be English. The arbitrator is to be appointed by the

Arbitration Committee of the Central Chamber of Commerce of Finland and the rules of the said Committee are to be followed in arbitration. The award shall be final and binding and enforceable in any court of competent jurisdiction.

