

GENERAL CONDITIONS OF SALE

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These General Conditions of Sale shall be applicable to all offers, order confirmations and deliveries by NMC Termonova Oy ("Seller"). No other general conditions shall be applicable unless specifically agreed to in writing by Seller.

DELIVERY

Delivery terms shall be interpreted in accordance with INCO-TERMS latest published by the International Chamber of Commerce.

The quantity of the goods delivered by Seller may be maximum 10 % different to the quantity of goods ordered.

TRANSFER OF TITLE

Seller shall retain title to the goods until the purchase price has been paid in full.

Purchaser shall be entitled to use and/or resell the goods in the normal course of its business before the purchase price has been paid in full. During this time Purchaser shall hold the goods in trust for the Seller.

If Purchaser fails to pay the purchase price in accordance with the payment terms stated on the invoice, Seller shall have the right to recover possession of the goods.

PRICE

The Seller reserves the right to alter the prices of its products and will notify the Purchaser in writing of any such change.

PAYMENT

The Purchase price shall be paid to the bank account of Seller in accordance with the payment terms stated on the invoice. If Purchaser fails to pay any amount when due Seller shall without prejudice to any other right be entitled to charge interest on the amount outstanding in accordance with the appropriate procedures for the country in question. The same shall apply also to payment for goods subjected to a claim unless stated differently by Seller in writing.

CLAIMS

Any claims concerning the quality or quantity of the goods delivered shall be submitted by Purchaser to Seller within 8 days from the date of receipt of the goods and shall include the labels of the goods. Goods shall not be returned to Seller without prior written consent of Seller. No claim of any kind will be accepted by the Seller if the goods supplied have been processed.

LIABILITY

No warranty is given by Seller, whether express or implied, as to the usefulness or fitness for any purpose whatsoever of the goods supplied, unless explicitly made in writing.

Sellers liability shall not exceed the net sales price of the goods concerned. In no event shall Seller's liability include indirect or consequential damage.

FORCE MAJEURE

Force majeure shall include, but not in be limited to, causes beyond the Seller's control, such as war, fire, flood, explosions, government restrictions, labour disturbances, delays in supply of raw materials, or breakdown or loss of plant or machinery.

TECHNICAL INFORMATION

The information given in technical specifications and brochures is given in good faith and is believed to be correct. However, no warranty is given and no liability therefore is accepted.

Models, moulds, tools, samples and drawings, suggestions and descriptions that have been designed and produced by the Seller, or that in some other way have been delivered to the Buyer, will remain the property of the Seller even if the Buyer has paid fully or partly for the production costs and they should not be used without the Seller's permission, nor must they even be divulged to third parties.

APPLICABLE LAW

The agreement shall be governed by Finnish law. No action or proceedings of any nature shall be initiated against the Seller except in Finnish Courts.