

**OY HALTON GROUP LTD.  
PRIVATE AND CONFIDENTIAL**

**General Terms and Conditions for the Sale of Products by Halton Group**

**1. GENERAL**

1.1. These general terms and conditions for the sale of products by Oy Halton Group Ltd. (“General Conditions”) shall be applicable to all worldwide sales by Halton of its products, including provision of any ancillary installation or similar services (“Products”). These General Conditions form an integral part of the agreement, offer or order confirmation they are attached to and/or in which they are referred to, and, together with any other attachment form the agreement (“Agreement”).

1.2. In these general terms and conditions, Oy Halton Group Ltd. shall include all its affiliated companies and subsidiaries, together referred to as (“Halton”). The purchaser of the Products under the Agreement shall be referred to as the (“Purchaser”). Halton and the Purchaser are also individually referred to as (“Party”) and together as (“Parties”), as the case may be.

1.3 Capitalized terms not defined herein shall have the meaning set forth in the Agreement.

1.4 The execution of the Agreement shall not be deemed to grant Purchaser any exclusive rights to order or purchase Products and any such rights are explicitly excluded from the Agreement.

**2. ORDERING OF PRODUCTS**

2.1. The Products are described in further detail under the Agreement and the relevant specifications and/or attachments attached to the same.

2.2 Any offer issued by Halton (“Offer”) is valid for a period defined in the Offer and shall expire without notice, unless approved by Purchaser in writing within such period. The approval of the Offer by Purchaser shall constitute a binding order by Purchaser (“Order”) for Products and upon Halton’s written confirmation (“Order Confirmation”) of the same, the Agreement shall be deemed to be concluded in accordance with the terms of the Order Confirmation. The absence of Halton’s Order Confirmation shall not be deemed as an acceptance by Halton of the Order.

2.3. The ordering process and the contact persons and addresses of the Parties are set forth in the Agreement.

2.4 Halton shall have the right to use subcontractors, sub-suppliers or service providers in the performance of its obligations without Purchaser’s consent. Halton remains liable for the performance of its subcontractors, sub-suppliers and service providers.

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**3. DELIVERY TERMS AND DELAYS IN DELIVERY**

3.1 The delivery term is defined in the Agreement and shall be interpreted in accordance with Incoterms 2010, except where inconsistent with any of the provisions included in the Agreement. The risk for loss or damage to Products shall be transferred to Purchaser in accordance with the above delivery term.

3.2 The time of delivery of Products shall be specified in the Agreement. Halton shall use its reasonable endeavours to deliver Products in time in accordance with the delivery schedule agreed in the Agreement.

3.3 Halton shall inform Purchaser of any foreseeable delay in delivery when becoming aware of the same. If the delivery is delayed from the agreed delivery date solely due to a reason attributable to Halton, Purchaser shall be entitled to liquidated damages for such delay in the amount of half (0,5) percent per each commencing week of delay of the price for the delayed Products, up to a maximum of seven and half (7,5) percent of the price for the delayed Products. The foregoing right to liquidated damages shall be Purchaser's sole remedy in the event of any delay in delivery and Halton shall not be liable to compensate Purchaser for any associated costs, expenses or damages.

3.4 Halton may reschedule or cancel any delivery free of charge and without incurring any liability at the minimum of fourteen (14) days prior to the agreed delivery date upon a written notice to Purchaser. In the event of rescheduling by Halton of any agreed delivery later than the date stated above, Halton shall compensate to Purchaser the resulting direct, documented costs without any other liability.

3.5. Unless otherwise set forth in the Agreement, the Products to be delivered shall comply with the Agreement.

3.6 Should the delivery be delayed for a reason attributable to Purchaser, Halton shall have the right to an appropriate extension of delivery time and Purchaser shall be obliged, without prejudice to other remedies available to Halton, to compensate to Halton the resulting warehousing, storage, labor and other direct, documented costs, expenses and/or damages, as well as costs related to components ordered prior to the delay attributable to Purchaser.

**4. PRICES**

4.1 The prices payable by Purchaser to Halton for Products shall be the prices set forth in Halton's price list or quote effective on the date of the Offer, unless otherwise agreed in writing by the Parties in the Agreement.

4.2. The prices included in the price lists, Offers or Order Confirmations include the applicable value added tax, but exclude any other taxes, customs duties or other charges.

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4.3 Should there after the conclusion of the Agreement occur a substantial increase in the total costs of production or delivery due to considerable changes in costs, including without limitation cost of energy, raw materials or freight levels, Halton shall have the right to require renegotiation of the agreed prices and the Parties will discuss such changes in good faith.

4.4 Each Party shall pay all taxes (including, but not limited to, taxes based upon its income) or levies imposed on it under applicable laws, regulations and tax treaties as a result of this Agreement and any payments made thereunder (including those required to be withheld or deducted from payments) and shall furnish evidence of such paid taxes as is sufficient to enable the other Party to obtain any credits available to it.

4.5 Purchaser shall be obliged to pay overdue interest on any delayed payments from the due date of the respective payment until the actual date of payment at the rate equal to the maximum delay interest rate permitted by applicable law.

4.6 In the event of any failure by Purchaser to pay the amounts due or to provide a valid credit limit that may be requested by Halton, Halton shall have the right to postpone or stop any deliveries not yet effected or under transportation and Purchaser shall be liable to compensate to Halton any resulting direct costs, expenses or damages. The failure by Purchaser to pay the amounts due shall be regarded as a material breach of the Agreement.

**5. PAYMENT TERMS**

5.1. Purchaser shall make payments to Halton in the manner and at the time or times agreed by the Parties in the Agreement without any deduction or set-off. In the absence of any other payment date in the Agreement, the payment shall be made within thirty (30) from the date of the relevant invoice to Halton's bank account designated in the invoice. All payments shall be made in the currency specified in the Agreement.

**6. RETENTION OF TITLE**

6.1. Products delivered shall remain the property of Halton until all payments under the Agreement have been finally and unconditionally received by Halton. Purchaser hereby assigns to Halton all claims arising from the resale of Products subject to retention of title and while in Purchaser's possession, unpaid Products shall be clearly marked belonging to Halton and shall be kept separate from other products at Purchaser's possession.

**7. PACKAGING**

7.1. Products shall be packed in accordance with Halton's standard packaging practices, unless otherwise specified in the Agreement.

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**8. INSPECTION AND ACCEPTANCE**

8.1. Purchaser has an obligation to inspect the delivered Products and unless Purchaser has given notice to Halton in writing within eight (8) days from the date Products were delivered to Purchaser or its representative, Purchaser is deemed to have accepted the quantity, quality, condition, packaging and marking of Products delivered and Purchaser hereby waives all claims related to non-compliance of Products with the Agreement.

8.2. Should Purchaser wish to inspect Products before delivery, such inspection shall be agreed upon at the time of entering into the Agreement. The inspection shall take place at Halton's premises within eight (8) days after Halton has informed Purchaser that Products are ready for inspection. Purchaser performs the inspection at its own cost and risk within the normal business hours of Halton.

**9. INTELLECTUAL PROPERTY RIGHTS**

9.1 All intellectual property rights of Halton, including without limitation the rights to Products, proposals, drawings, cost calculations, specifications, software and other documents and data accompanying the Offer or otherwise furnished to Purchaser by Halton, or related to ancillary services provided by Halton hereunder, shall remain as Halton's sole property. No rights or licenses are granted by Halton, unless otherwise explicitly agreed under these General Conditions.

**10. WARRANTY**

10.1 Subject to the limitations stated below, Halton warrants that Products delivered to Purchaser will be free from defects in materials and workmanship. This warranty shall, however, apply only to defects appearing and notified in writing to Halton within the period of twentyfour (24) months from the date of delivery by Halton to Purchaser of the respective Products. The warranty stated above shall not apply to defects attributable to (i) Purchaser's use of Products not in compliance with specifications, this Agreement or the intended use of Products, (ii) normal wear and tear, (iii) alterations, changes or modifications to Products made by Purchaser, (iv) combination by Purchaser of Products with other products not supplied by Halton, (v) incorrect or negligent storage, handling, installation, use, maintenance or repair of Products by Purchaser, (vi) accidental event, or (vii) materials provided or design and/or technical solution stipulated or specified by Purchaser.

10.2 The warranty stated under Clause 10.1 above shall be conditional upon the notification of Purchaser of the defect to Halton in writing immediately after the discovery of the defect within the warranty period. If any of Products do not meet the warranty stated under this Clause 10, Halton shall, at Halton's sole discretion and cost [provided that Halton confirms that defects fall within the warranty stated hereunder], (i) repair the defective Products, (ii) replace them as soon as may be reasonably practicable with new, similar products (on the same delivery terms as the original delivery), or (iii)

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repay or credit Purchaser for the invoiced amount or part thereof (including freight) related to defective Products. Halton's liability for defects in Products shall be limited to the remedies set forth under items (i)-(iii) above. Repaired or new Products shall be returned to Purchaser at Halton's expense.

10.3 The warranty stated in this Clause 10 is the sole remedy available to Purchaser in relation to any non-compliance or defects in Products. No other warranties, express or implied, including but not limited to fitness for a particular purpose, merchantability or infringement are made or will be deemed to have been made by Halton. Purchaser shall bear the sole responsibility for determining the suitability of Products for the use contemplated by Purchaser.

**11. INDEMNIFICATION AND LIMITATION OF LIABILITY**

11.1 Halton shall indemnify Purchaser against any damage or claim incurred by Purchaser relating to breach of third party intellectual property rights attributable to Products, provided that (i) Purchaser notifies Halton in writing within a reasonable time after being informed of such claim, (ii) Halton is given control over the defence thereof and Purchaser reasonably cooperates in the defence at Halton's reasonable expense, and (iii) Purchaser shall not agree to the settlement of any such claim prior to a judgement thereon without the prior written consent of Halton. Halton shall not be liable for damage or claim caused by or attributable to (i) other products than Products, (ii) combination of Products with products delivered by a third party, (iii) alterations, changes or additions made to Products by Purchaser, (iv) changes to the place of delivery demanded by Purchaser, or (v) use of Products contrary to the intended purpose of use.

11.2 If a claim alleging breach under Clause 11.1 above is brought or Halton believes it may be brought, Halton shall have the option at its sole expense to (i) modify Products to avoid the allegation of infringement, while at the same time maintaining compliance of Products with specifications and other requirements of the Agreement, or (ii) obtain for Purchaser the license to continue using and exploiting Products in accordance with this Agreement free of any liability or restriction.

11.3 Neither Party shall in no event be liable for any incidental, indirect or consequential loss or damage, including but not limited to loss of profit, loss of production, loss of use of the Products or any other property, cost of capital or downtime costs, unless relating to intentional misconduct or gross negligence by the respective Party.

11.4 Notwithstanding anything to the contrary hereunder, Halton's maximum aggregate liability under the Agreement shall not exceed fifty (50) percent of the aggregate prices paid by Purchaser to Halton under the Agreement, unless relating to intentional misconduct or gross negligence by Halton.

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**12. FORCE MAJEURE**

12.1 Neither Party shall be liable to the other Party for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. The Party being affected by such force majeure shall without delay inform the other Party of its commencement with an indication of its expected duration, and also notify the other Party upon termination of the force majeure event.

12.2 Events of Force Majeure are events beyond the control of the Party which occur after the date of signing of the Agreement and whose effects are not capable of being overcome without unreasonable expense and/or loss of time to the Party concerned. Events of Force Majeure shall include (without being limited to) war, acts of government, natural disasters, fire, strike, lock-out, general break or shortage of electricity and explosions.

**13. CONFIDENTIALITY**

13.1 Each Party ("Receiving Party" for the purposes of this Clause 13) shall not disclose to third parties nor use for any purpose other than for the proper fulfilment of the purpose of this Agreement any technical, financial or commercial information ("Information") received from the other Party ("Disclosing Party") in whatever form under or in connection with this Agreement without the prior written consent of the Disclosing Party. The abovementioned limitations shall not apply to Information which:

- (a) was in the possession of the Receiving Party prior to disclosure hereunder;
- (b) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained;
- (c) was disclosed by a third party without breach of any obligation of confidentiality owed to the Disclosing Party; or
- (d) was independently developed by personnel of the Receiving Party having no access to the Information.

13.2 Subcontractors or suppliers of either Party engaged in the performance of this Agreement shall not be deemed to be third parties for the purposes of this Clause 13 on condition that disclosure of Information may only occur on need to know basis and that either Party ensures full compliance by such subcontractors or suppliers of all the provisions of this Clause 13.

13.3 Each Party shall limit access to Information to those of its personnel for whom such access is reasonably necessary for the proper performance of this Agreement. Such personnel shall be bound by written confidentiality obligations not less restrictive than those provided for in this Agreement.

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13.4 The provisions of this Clause 13 shall bind the Parties for a period of three (3) years from the date of execution of the Agreement or, in respect of every item of Information later disclosed hereunder, a period of three (3) years from the date of disclosure, whichever is longer, regardless of any earlier termination, cancellation or completion of this Agreement.

13.5 To the extent that the terms of any non-disclosure agreement between the Parties relating to the subject matter hereof conflict with the terms of this Clause 13, this Clause 13 shall be controlling over the terms of said non-disclosure agreement in case of conflict.

**14. TERM AND TERMINATION**

14.1 The Agreement shall become effective on the date of signing of the same by the Parties or as contemplated under Clause 2.2 above and remain valid until the completion of all obligations of the Parties thereunder.

14.2 The Agreement may be terminated with immediate effect by written notice by the non-defaulting Party to the other Party in the event that (i) the other Party materially breaches this Agreement and fails to remedy such breach within thirty (30) days after having been given written notice in respect thereof by the non-defaulting Party, or (ii) the other Party suffers distress or execution or commits an act of bankruptcy or goes or is put into liquidation (otherwise than solely for the purpose of amalgamation or reconstruction) or if a receiver is appointed over any part of such other Party's business or assets or if an administration order is made in respect of such other Party.

14.3 The expiry or termination of the Agreement shall not affect any rights accrued prior to the effective date of termination. Provided the Agreement is terminated by Halton under Clause 14.2 above, Purchaser shall compensate to Halton all direct costs and expenses (including without limitation storage, labor and raw material costs) incurred by Halton as a result of termination.

**15. OTHER PROVISIONS**

15.1 The Agreement and the Appendices attached thereto form the entire agreement as between the Parties relating to the subject matter hereof. All amendments and modifications to the Agreement shall be made in writing by and between the Parties.

15.2 Halton's failure at any time to require strict performance by Purchaser of any of the provisions herein shall not waive or diminish Halton's right thereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default.

15.3 Neither Party shall be entitled to assign the Agreement to a third party without the prior written consent of the other Party, except that Halton shall have the right to assign

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the Agreement to (i) its affiliate, or (ii) a third party in connection with any restructuring of Halton.

15.4 These General Conditions prevail over any terms or conditions contained or referred to in Order or in correspondence or elsewhere or implied by trade custom or course of dealing unless specifically otherwise agreed in writing by the Parties in the Agreement. In case of discrepancy between the Agreement and these General Conditions, the Agreement shall prevail.

15.5 If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby. The invalid provision shall be replaced by a valid one which achieves to the extent possible the original purpose and commercial goal of the invalid provision.

15.6 Any dispute arising out of or in connection with the Agreement shall be settled finally in arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce. The arbitration procedure shall take place in the location where the selling Halton's entity is domiciled. Halton shall, however, have at its sole option the right to collect debts due from Purchaser by means of ordinary legal process in the appropriate court(s) within Purchaser's country. The Agreement shall be governed by the laws of the jurisdiction, where the selling Halton's entity is domiciled. If Purchaser's domicile country has not ratified the Convention on Reciprocal Enforcement of Arbitral Awards, Halton shall be entitled to waive arbitration and proceed against Purchaser in its domicile.

15.7 Any terms and conditions that by their nature or otherwise reasonably should survive a cancellation or termination of the Agreement shall also be deemed to survive. Such terms and conditions include but are not limited to Clauses 9, 10, 11 and 13 of these General Conditions.

15.8 Nothing in this Agreement is intended or shall be construed to authorize either Party to create or assume any liability or indebtedness of any kind in the name of or on behalf of the other Party or to act for or be responsible for the performance of the other Party in any manner whatsoever.