

METLAB OY TERMS OF DELIVERY

1 GENERAL

These terms apply to the services (such as examination and testing of samples and test pieces) provided by Metlab Oy ("Metlab") to the customer ("Customer"), as well as their results (the individual report resulting from the service, "Product").

Amendments to these terms require a written agreement between Metlab and the Customer.

2 BINDING AGREEMENT

The contract is established once Metlab has confirmed a Customer order or delivered the Product.

In transactions based on a quote, the contract is made once the Customer has accepted a quote from Metlab. The quotes of Metlab are based on the information given by the Customer to Metlab on the order form. The Customer is responsible for the accuracy of the information provided to Metlab.

Metlab quotes are valid for the period indicated on the quote. If no period of validity is indicated, the period is 30 days from the date of the quote.

The quote and any associated pictures, drawings, calculations, other documents and their rights are the property of Metlab. The recipient of the quote is not entitled to use these to the detriment of Metlab, to reveal information about them to third parties or to exploit the custom technical solutions included in the quote.

The quoted price is based on the exchange rates on the day of the quote, unless specified otherwise on the quote. Furthermore, the quoted price is based on the information and amounts specified by the Customer in their request for quotation or by other means. If the actual order differs from the information and amounts given, Metlab has the right to adjust the delivery and price to match the final information.

If the Customer order differs from the Metlab quote, the contract will be considered to have been made under the terms of the Metlab quote, unless otherwise confirmed in writing by Metlab.

3 TERMS OF DELIVERY

3.1 Delivery of samples

The Customer is solely responsible for delivering at their own expense the pieces to be examined or tested to Metlab and are likewise responsible for retrieving them from Metlab. The Customer may deliver the test pieces to Metlab by post, freight or other means.

To ensure smooth service, the Customer must deliver all test pieces clearly marked. All test pieces must be marked with the identifiers used in the test reports and provided with the documents and information necessary to carry out their tests.

The liability for risk for test pieces and other samples does not pass to Metlab while they are in Metlab's possession.

Metlab will keep Customer test pieces for one (1) month and then recycle them.

Tested samples and/or remaining materials may be returned to the Customer at the Customer's expense by separate agreement.

3.2 Delivery time

Metlab will deliver the Product to the Customer at the agreed time or, when not otherwise agreed, with a time of delivery based on the date the test piece was delivered to Metlab and all required information was provided for the order by the Customer.

The time of delivery is seven (7) days from the aforementioned date, unless the Customer has requested an earlier delivery, or Metlab has notified the Customer that the delivery will take longer than seven days, or the parties have agreed otherwise.

3.3 Terms of delivery

Metlab will deliver the Product to the Customer as a hard copy by post, as a PDF file by email, as a telecopy, by phone, or as a combination of the above.

4 PRODUCT PROPERTIES

Metlab is responsible for the quality and other properties of the Product only in accordance with what is stipulated in the contract and specified by Metlab in writing regarding that agreement in particular.

The results of tests and other measures are only valid for the tested pieces. Any partial copying of the reports is forbidden, unless authorised by Metlab.

5 DELAY

If Metlab is unable to deliver the Product in the agreed time, Metlab will notify the Customer of the delay as soon as possible, announce the reason for the delay and set a new date for the delivery.

If the delay exceeds four (4) weeks, is due to reasons other than force majeure and has significant importance for the Customer, the Customer is entitled to cancel their order in full or in part.

Unless specifically agreed otherwise, Metlab is not liable to pay any compensation or penalty to the Customer for delays and may not be held liable for any indirect damage or losses suffered by the Customer.

If a delay is caused by negligence on Metlab's part, the Customer may claim compensation for direct and proven damages. Unless otherwise agreed, the maximum compensation is one (1) per cent of the value of the delayed Product for every full week that has passed from the date of delivery. Furthermore, the total compensation may not exceed ten (10) per cent of the value of the delayed Product.

6 PRICES, TERM OF PAYMENT AND COLLATERAL

6.1 Price

The contract price is determined by the Metlab price list or negotiated separately by the parties.

6.2 Term of payment

Invoices must be paid by the due date specified on the invoice. The invoice due date is at most 21 days from the date of the invoice, unless otherwise agreed. If the Customer wishes to protest an invoice, they must do so before the due date.

If the Customer has not paid a due invoice after a payment reminder, Metlab is entitled to withhold all new deliveries until due payments have been settled or appropriate collateral has been pledged. Metlab is also entitled to withhold deliveries if it becomes evident by Customer notice or other means that the Customer's payment will be delayed considerably. The Customer is not entitled to demand compensation for these delays.

6.3 Price adjustments

Metlab reserves the right to adjust prices in case exchange rates, import fees or other fees independent of the supplier, taxes, or other fees under public law change before the Customer has made their payment.

6.4 Payment delays

The Customer is obligated to pay an annual penalty interest of 11.5 per cent from the invoice's due date for any and all delayed amounts. All necessary and reasonable costs resulting from debt collection and payment reminders will also be charged.

6.5 Collateral and advance payment

To secure payment, Metlab has the right to demand a reasonable advance payment or collateral from the Customer before making the contract. The grounds for the advance payment or collateral will be announced to the Customer. No interest is paid for collateral or advance payments. The collateral will be returned once the Product has been paid for in full.

7 OWNERSHIP

Metlab retains ownership of the Product until the full contract price of the Product has been paid to Metlab.

8 INSURANCE

The Customer is responsible for taking out insurance on test pieces. Other insurance must be negotiated separately.

9 DELIVERY ERROR

If the Product is defective, the Customer must notify Metlab in a reasonable amount of time after the defect was or should have been discovered by the Customer, but no later than one (1) year from the delivery of the Product.

Primarily, Metlab will replace defective Products with new Products. If replacement of the Product cannot be achieved without difficulty, Metlab will refund the contract price to the Customer. Metlab is liable for direct damage suffered by the Customer due to a defect in the Product in accordance with section 10.

Metlab is not responsible for defects caused by the Customer or a third party. For example, these include accidents, malicious damage, use in violation of the instructions given to the Customer or other inappropriate handling of the Product.

10 COMPENSATION FOR DAMAGE AND RESTRICTION OF LIABILITY

Any Customer claims for compensation must be submitted in writing within one (1) month from when the reason for said compensation was or should have been discovered.

Metlab is not liable to compensate damage resulting from force majeure or caused by factors that are the responsibility of the Customer or a third party.

Metlab is not liable to compensate any indirect damage or loss, such as lost production, unobtained profit or other consequential financial losses.

Metlab's liability to the Customer for damages is restricted to the contract price of the Product.

11 VALIDITY AND CANCELLATION OF THE CONTRACT

The contract is in effect until further notice.

Either party is entitled to cancel the contract if the other party commits a material breach of the contract.

If Metlab cancels the contract, all receivables of Metlab yet to fall due will become due immediately.

12 FORCE MAJEURE

Force majeure is any extraordinary and relevant circumstance that has occurred after the making of the contract which prevents it from being fulfilled, but which was not reasonable for the parties to consider when the contract was being made, is independent of the parties to the contract, and the effect of which cannot be avoided or removed by reasonable effort. Force majeure include but are not limited to: war; uprising; requisition or seizure for public use; import or export ban; natural catastrophe; suspension of general traffic, general data communications or energy distribution; disruption in telecommunications or internet communications; labour dispute; fire; and other extraordinary circumstances independent of the contracting parties with equally significant effect. If force majeure causes a party to violate their contractual obligations or fail to meet them, the party is released from their obligations and liability for damages.

13 CUSTOMER INFORMATION, ITS USE AND TRANSFER

Metlab will keep the information it has required from the Customer for delivery.

Metlab may also record other information about the Customer in accordance with the Finnish Data Protection Act. This information may be processed and used in the production of Products and services, as well as for related purposes and research. Metlab is the data controller.

14 NOTICES

The parties must submit all notices concerning this contract in writing to the address, fax number or email address listed for the other party in the contract or announced at a later date. The Customer is responsible for keeping Metlab up to date on their contact information.

15 WAIVING OF DEMANDS FOR FULFILLING CONTRACTUAL OBLIGATIONS

Although Metlab may forgo demands for the Customer to fulfil a contractual obligation, this has no impact on Metlab's right to demand fulfilment of these obligations later on. Furthermore, the absence of such action does not constitute a withdrawal of the contractual term in question.

16 PARTIAL INVALIDITY OF THE CONTRACT

Should one or more of the contract's terms, stipulations or a section thereof be invalid, the contract will remain fully binding for both parties in all other respects. The parties agree to replace any invalid terms with terms that have a financial impact as close as possible to the invalid clause.

17 TRANSFER OF THE CONTRACT

The Customer is not entitled to transfer the contract to a third party without written authorisation from Metlab. Metlab has the right to transfer the contract to a company within the same group of companies or to a third party upon the transfer of business. This will be reported to the Customer in advance. Metlab also has the right to transfer its contractual receivables to a third party. After the transfer of receivables has been announced, their payments are only valid when made to the transferee.

18 APPLICABLE LAW AND DISAGREEMENTS

This contract is subject to the laws of Finland.

Any disputes arising from this contract or the contractual relationship will be primarily resolved by negotiation. If an agreement is not reached by negotiation, disputes arising from this contract will be ultimately resolved by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal will have a single member. The arbitration will be carried out in Helsinki with Finnish as the language.