

| GENERAL TERMS AND CONDITIONS OF SALE (valid from 01.12.2020)

Application

1. These General Terms and Conditions of Sale ("Terms") shall apply to all requests, quotations, orders, agreements and deliveries (together referred to as "Contract") for the provision of products and/or services (together referred to as "Product") by Bronto Skylift Oy Ab ("Seller") for any buyer ("Buyer").

Scope of delivery

2. The delivery of Products includes the equipment, other components and services expressly specified in Contract. If not otherwise agreed, training services or other services are not included in the delivery.
3. Products' technical specifications ("Specifications") are defined in Contract.
4. The delivery includes Seller's standard operating and maintenance instructions in English, or as defined in Contract other language(s).

Delivery term and passing of title and risk

5. If not otherwise agreed, the term of delivery shall be CIP (named place of destination) Incoterms 2020.
6. Products shall remain the property of Seller until paid in full. This retention of title shall not affect the passing of risk under the applicable delivery term.
7. The risk of loss or damage to Products passes from Seller to Buyer in accordance with the agreed delivery term.
8. Buyer shall diligently inspect Products after the delivery. Any defects in Products, which have not been notified by Buyer to Seller within 30 days after the delivery due to Buyer's failure to diligently inspect Products, shall not be deemed a defect in Products. Seller's warranty is given separately.

Delivery date and delay

9. The date of delivery shall be agreed in Contract.
10. Seller is always entitled to a reasonable extension of delivery time if the delivery is delayed due to Buyer's or any of its affiliate's actions or inactions.
11. If not otherwise agreed, if Seller fails to meet the agreed delivery date due to reasons solely attributable to Seller, then Buyer shall be entitled to liquidated damages as follows:
 - i. There shall be a grace period of five (5) weeks;
 - ii. If the delay exceeds the grace period, the amount of liquidated damages shall be 0.1 % of the price of delayed Products for each complete week of delay;
 - iii. The total amount of the liquidated damages for delayed Products shall not exceed five (5) % of the price of the delayed Products.
12. The liquidated damages above are the only remedy available to Buyer in case of delay. All other claims against Seller shall be excluded.

Packing and marking

13. Products shall be packed in accordance with Seller's standard packing procedures as required for transportation under normal transport conditions.

Price

14. The price of the Products is specified in Contract.
15. If delivery of Products is delayed due to reasons attributable to Buyer or any third party under the control of Buyer, Buyer shall compensate

any additional expenses incurred by Seller due to such delay including but not limited to storage costs.

16. The prices are exclusive of value added tax, which shall be added to prices. If not otherwise agreed, all prices are expressed in Euros. No payment charges, transaction charges or any other deductions for any reason shall be accepted to prices.
17. If not otherwise agreed, the price of the Products is fixed.

Terms of payment

18. Term of payment is advance payment unless agreed otherwise in writing.
19. If Buyer is delayed in making any payment, Seller may postpone the fulfilment of its obligations until such payment is made.
20. Interest for late payments shall be 12 % per annum.

Warranty

21. Seller's warranty concerning Products shall be according to Seller's warranty policy, which is set out in Seller's separate warranty document.
22. The Seller's warranty policy sets forth the Seller's entire liability with respect to any and all defects in Products. All other warranties, whether express or implied, are hereby excluded.

Intellectual property rights

23. All intellectual property rights relating to the Products (including potential customizations, manuals and all other such derivatives of Products) ("IPR"), belongs to Seller and Buyer shall not acquire or receive any title or interest in the IPR.

Limitation of liability

24. THIS GENERAL LIMITATION OF LIABILITY SECTION SHALL APPLY TO THE ENTIRE CONTRACT, INCLUDING TO ALL OBLIGATIONS, WARRANTIES, INDEMNITY UNDERTAKINGS AND ALL OTHER LIABILITIES OF SELLER ARISING OUT OF OR IN CONNECTION WITH THE CONTRACT, NO MATTER ON WHICH LEGAL BASIS THE ALLEGED LIABILITY IS ESTABLISHED.
25. THE SELLER SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PRODUCTION, LOSS OF PROFIT, LOSS OF USE, DAMAGES TO PROPERTY OR LOSS OF CONTRACTS.
26. THE TOTAL LIABILITY OF THE SELLER FOR ANY DIRECT DAMAGES OR LOSSES IN CONNECTION WITH PRODUCTS AND/OR CONTRACT IS LIMITED TO A MAXIMUM AMOUNT OF 15 % OF THE PRICE PAID BY BUYER FOR THE PRODUCT IN QUESTION.

Force majeure

27. Seller shall be entitled to suspend performance of its obligations to the extent that such performance is impeded by circumstances beyond Seller's control, including but not limited to war, revolution, strikes, failure of supplies of power, fuel, transport, raw materials, equipment or other goods or services, delays in transportation, natural disasters, extreme weather conditions, acts of government, embargo or trade restriction, traffic accidents, fire, explosions, floods, delays of subcontractors, accidents, sabotage, riots, and breakage or loss during transportation or storage.

Governing law and dispute resolution

28. These Terms as well as Contract shall be governed by and construed in accordance with

the substantive laws of Finland, excluding its choice of law provisions and principles.

29. Any dispute, controversy or claim arising out of or relating to the Terms or Contract, or the breach, termination or validity of them, shall be settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Tampere, Finland and the language of arbitration shall be English. Notwithstanding the aforesaid, Seller shall, additionally, always be entitled to commence litigation in the competent district court of Seller's registered place of business or the competent court of Buyer's domicile and/or registered place of business.

Compliance

30. Buyer shall comply with all applicable international, country specific, federal, state and local laws, rules and regulations in performing its obligations. More specifically, Buyer shall comply with all applicable export control laws and regulations
31. In addition, Buyer represents and warrants that it has not and will not pay, promise, provide, offer, give, authorize or accept any request for, whether directly or through an intermediary, bribes or other improper payments (which can take the form of cash, gifts, entertainment, discounts and other things of value) to any public or private party for the purpose of obtaining any business advantage. Buyer will in all respects comply with the terms of the U.S. Foreign Corrupt Practices Act, the UK Bribery Act, and any other applicable laws prohibiting the making or payment of bribes and other corrupt payments.

Cancellation

32. A Contract may be immediately cancelled by Seller (in whole or in part) at any time if (a) Buyer breaches the Contract and fails to remedy such breach within 14 days after written notice, (b) Buyer becomes insolvent, goes bankrupt, appoints or has appointed a receiver, or makes an assignment for the benefit of creditors (c) Buyer has not paid any amount due within one month from the due date or (d) in the event that there exists suspicion of corruption or other allegations concerning Buyer or the procurement process of Products.

Other terms

33. Unless otherwise agreed in writing, neither party has the right to transfer Contract.
34. The invalidity or lack of enforceability of any part of these Terms and/or Contract shall not affect the validity or enforceability of any other provisions in the said agreements.
35. These Terms and Contract may be amended only in writing signed by both parties.