

**OVAKO METALS OY AB'S GENERAL CONDITIONS FOR DELIVERY AS OF 1
APRIL 2015****1. Scope of application and order of precedence**

These Conditions shall apply to all products delivered by OVAKO METALS OY AB (hereinafter "Ovako"). These Conditions shall form an integral part of all contracts by making a reference to the Conditions, for example, in Ovako's tender, order confirmation, contract or invoice or by otherwise communicating the Conditions to the customer.

If Ovako and the customer have expressly agreed on a specific matter differently than specified in these Conditions, these Conditions shall take secondary precedence. Any reference to other terms and conditions by the customer shall not, however, override Ovako's General Conditions for Delivery, rather any deviation from these Conditions must be expressly agreed.

2. Duty to inspect a delivery and claim notification period

The client that has placed an order for the delivery or another recipient specified by the client ("Client/Recipient") shall be obliged to inspect the correctness of the delivery without delay after the handing over of the delivery.

Visual inspection shall take place immediately upon reception of the goods. If the claim for a defect that can be observed by means of a visual inspection has not been delivered to Ovako immediately after the reception of a delivery, the delivery shall be deemed accepted.

A detailed inspection shall take place within 7 days of the reception. If no claim for a defect has been delivered to Ovako within 7 days of the reception of a delivery, the delivery shall be deemed accepted.

If the nature of a defect is such that it cannot be discovered in a detailed inspection, the claim must be made as soon as a professional recipient of the goods in question should have detected the defect. Otherwise, the delivery shall be deemed accepted. In any case, the claim must be made at the latest a year after the delivery of the product by Ovako to the Client/Recipient, or else Ovako shall be free of any liability.

Signing of the waybill or any other action that proves the arrival of the delivery under the Client's/Recipient's control shall be deemed to be reception of the delivery. Any claim shall be delivered with means of proof, either in writing or electronically.

3. Follow-up of products

The Client/Recipient shall be obliged to maintain a register of where it has resold or otherwise used the products received from Ovako in order to make it possible, if necessary, to track and, for example, replace the products delivered by Ovako.

If the Client/Recipient does not maintain the register described above, it shall not be entitled to make claims to Ovako in case of a defect in the product.

4. Terms of payment and penalty interest

The term of payment shall be agreed on a case-by-case basis (in the order confirmation, for example). If nothing has been agreed, the term of payment shall be 14 days net from the invoice date. The penalty interest shall be 18% p.a.

5. Modifications in purchase prices

Unless expressly agreed otherwise, the price on the delivery date shall apply to long-term deliveries.

6. Term of delivery

Unless expressly agreed otherwise, the delivery term to be applied to the products shall be FCA Tampere, Ovako's premises.

7. Liability for risk

The liability for risk related to the products shall transfer from Ovako to the Client when the goods have been placed under the driver's or Recipient's control at Ovako's premises.

8. Transfer of ownership

Right of ownership of Ovako's delivery shall transfer to the Client once the entire purchase price has been paid.

9. Limitation of liability

If the delivery is defective, Ovako's liability shall in all circumstances be limited to the delivery of a new, defect-free product by Ovako. Alternatively, Ovako shall be entitled to return the purchase price of the defective delivery.

Ovako shall not be liable to compensate for any immediate costs other than those stated in the previous paragraph, nor for any indirect loss or damage.

10. Delay

It is not uncommon in Ovako's line of business for delays to occur in the deliveries of material suppliers or other partners of Ovako, which may cause delays in the deliveries to Ovako's customers.

In case of delays, the provisions of the Technical Traders' General Conditions of Sale of Steel and Metals (TK Teräkset ja metallit 2024) shall apply.

The date of delivery specified in the order confirmation or elsewhere shall not be binding unless expressly agreed. If no such express agreement of a binding delivery date exists and if the delivery takes place after the specified date of delivery, Ovako shall not be liable to compensate for any damages to the Client/Recipient unless the delay is due to Ovako's intentional action or gross negligence. Under no circumstances shall Ovako be liable to compensate for any indirect loss or damage.

If an express agreement of a binding delivery date exists, the consequences of a delay shall also be expressly agreed in order for Ovako to be liable to pay indemnity.

A delay shall not entitle the Client/Recipient to cancel the contract. Under all circumstances, Ovako's liability shall be limited to foreseeable damages typical to the industry.

11. Force majeure

No party to the contract shall be responsible for delays, losses and damages due to force majeure, such as an act of God, fire, war, traffic disruption or a labour dispute (a strike, lock-out or boycott, for example), or other circumstances beyond the control of the party that could not reasonably have been anticipated when the contract was concluded and the consequences of which the party could not have reasonably avoided. A labour dispute shall also be deemed force majeure when a party to the contract is targeted or a participant in it.

Force majeure affecting a subcontractor of a party to the contract shall also be deemed to constitute grounds for release from liability if the subcontract cannot be obtained elsewhere without unreasonable cost or substantial loss of time.

The party to the contract shall without delay provide notice of the force majeure in writing or by electronic means to the other party, as well as of the ceasing of the force majeure.

12. Termination of the contract

Each party to the contract shall be entitled to terminate the contract with immediate effect if the other party is in breach of the contract and does not remedy their breach within 14 days of being notified of it.

The notification of a breach shall be delivered with means of proof, either in writing or electronically.

13. TK Teräkset ja metallit 2024

Insofar as nothing else has been specified in these conditions, the Technical Traders' General Conditions of Sale of Steel and Metals (TK Teräkset ja metallit 2024) shall apply.

14. Applicable law and settlement of disputes

Finnish legislation shall be applied to the contract (with exclusion of its conflicts of law rules).

Any dispute that the parties cannot settle through mutual negotiations shall be settled by arbitration in compliance with the Arbitration Act (Laki välimiesmenettelystä). There shall be one arbitrator if both parties appoint him/her unanimously and otherwise three, of whom each party appoints one and these together appoint a chairperson.

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