

## **BEAMEX OY AB GENERAL TERMS OF SALE (1/2015)**

**1. DEFINITIONS: SCOPE OF APPLICATION.** In these general terms and conditions (the "Terms") the supplier or service provider shall mean Beamex Oy Ab (the "Supplier"), the customer shall mean the company, corporation or person with whom any agreement is concluded or to whom any order confirmation is addressed (the "Customer") (together, the "Parties"), the goods shall mean the hardware and software supplied by the Supplier to the Customer (the "Goods" or separately the "Hardware" and/or the "Software") and the services shall mean the services provided by the Supplier to the Customer (the "Services"). Beamex offers Goods and Services for sale exclusively in accordance with these Terms and these Terms shall exclusively apply to all Goods sold and Services provided by the Supplier to the Customer, even if the Customer provides the Supplier different or additional terms in connection with a purchase order, order confirmation or other document. Any other than these Terms shall be applied only when an authorized representative of the Supplier expressly agrees in writing to apply such terms.

**2. FORMATION OF AN AGREEMENT.** The Supplier's offers are non-binding until accepted by the Customer by issuing a purchase order in compliance with these Terms and acknowledged by the Supplier in the form of a written order confirmation (the "Order Confirmation"). An acknowledged purchase order is a binding agreement between the Supplier and the Customer ("Agreement"). Unless otherwise described herein, changing or cancelling an acknowledged purchase order requires mutual agreement.

**3. PRICES AND PRICE ADJUSTMENT.** The purchase price for the Goods or Services is the price specified by the Supplier in its Order Confirmation. The purchase prices do not include shipping costs, taxes (e.g. value added tax) or any other public charges, which are additional and payable by the Customer, unless otherwise agreed. Value added tax will be added to prices in accordance with regulations in force from time to time. Possible costs related to freight, packaging or handling of the Goods shall thus be added to the purchase price as agreed upon separately in writing between the parties. Should, after an agreement has been concluded and entered into, the purchase, production, transport or any other costs relating to the Goods or Services increase by more than five (5) percent due to changes in the rates of exchange, the Supplier shall be entitled to revise the price accordingly. Should, after an agreement has been concluded and entered into, export or import duties, custom charges, taxes on export, import or delivery or similar duties or charges increase or should new duties, taxes and/or charges be introduced and implemented in respect of the Goods or Services, the Supplier shall be entitled to revise the price accordingly.

**4. PAYMENT AND CREDIT ACCOUNTS.** All payments by the Customer to the Supplier shall be made in advance to an account specified in the Supplier's Order Confirmation, unless the parties agree otherwise in writing. The parties may agree in writing that payment shall be made after the delivery of the Goods and within thirty (30) days from the date of the Supplier's invoice, in which case the parties shall agree in writing upon a credit limit and the terms and conditions thereof. If the credit limit is exceeded, the Supplier is entitled to demand for payment in advance and refrain from delivering the Goods and/or performing the Services during the time the credit limit is exceeded. In case it can reasonably be assumed that the Customer will not fulfill its obligation to pay the purchase price, the Supplier is entitled to demand a bank guarantee or equivalent security accepted by the Supplier to be given as security for full payment before continuing with or delivering any order. If the Customer does not offer such security, the Supplier shall be entitled to cancel the agreement. In case of delayed payment, the Supplier is entitled to collect interest from the Customer for the time of the delay according to the provisions of the Interest Act of Finland (20.8.1982/633). If the Customer has not made full payment within two (2) months from the due date of the Supplier's invoice, the Supplier shall be entitled, by written notice to the Customer, to terminate the agreement for breach and claim compensation for all costs, expenses and damages occurred.

**5. DELIVERIES.** Unless otherwise agreed upon in the Order Confirmation, the delivery condition is Ex Works the Supplier's premises in Pietarsaari. The Supplier may specify an estimated date for the delivery of the Goods in its Order Confirmation. Such estimation is not binding upon the Supplier and the Customer shall not be entitled to any compensation whatsoever for delays. The Supplier shall thus not be liable for any direct or indirect losses or damages incurred by the Customer due to a delay in the delivery. Incoterms 2010, issued by the International Chamber of Commerce, shall apply to all deliveries of the Goods.

**6. SERVICES TERMS AND CONDITIONS.** In addition to these general terms and conditions, the Beamex Oy Ab Additional Terms for Sale and Provision of Services shall be applied to Services provided by the Supplier to the Customer. To the extent that there is a conflict among these general terms and conditions and the additional services terms, the additional services terms shall take precedence.

## **7. WARRANTIES.**

**a. Limited Warranty; Warranty Period.** The Supplier warrants that the Hardware is free from defects in material and workmanship under normal use and service during the warranty period. Normal wear and tear and the need for regular maintenance or recalibration do not constitute a defect. Consumable items such as carrying cases, cables or test leads are not warranted. The Supplier does not make any warranties regarding functionality and operation of Software. The warranty extends only to the original end user of the hardware product. If the Supplier delivers warranty terms for Hardware in connection with the delivery that conflict with these terms, then the terms delivered in connection with the Hardware delivery shall be applied. The warranty period for the Hardware is twelve (12) months from the date of shipment, unless a longer warranty period is specified by the Supplier in separate warranty terms attached to the Hardware delivered to the Customer.

**b. Exclusive Remedies.** IN THE EVENT OF BREACH OF THE LIMITED WARRANTY PROVIDED IN THIS SECTION, THE SUPPLIER'S ONLY OBLIGATION UNDER THIS WARRANTY IS TO (AND AS CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY), AT ITS OPTION, TO REPAIR OR REPLACE THE HARDWARE, PROVIDED THAT THE CUSTOMER HAS NOTIFIED THE SUPPLIER OF THE WARRANTY DEFECT IN WRITING DURING THE WARRANTY PERIOD. THE CUSTOMER'S NOTIFICATION MUST ALSO INCLUDE A DETAILED DESCRIPTION OF THE NON-CONFORMANCE OF THE HARDWARE WITH THESE WARRANTY TERMS. THE CUSTOMER SHOULD RETURN THE HARDWARE DIRECTLY TO THE SUPPLIER, AN AUTHORIZED SERVICE CENTRE OF THE SUPPLIER OR A DISTRIBUTOR OF THE SUPPLIER AT THE CUSTOMER'S EXPENSE DURING THE WARRANTY PERIOD. THE SUPPLIER WILL RETURN THE REPAIRED OR REPLACED HARDWARE TO THE CUSTOMER FREE OF TRANSPORTATION COST EXCLUDING INSURANCE, TAXES, DUTIES OR OTHER IMPORT COSTS.

**c. Exceptions.** THE LIMITED WARRANTY SET FORTH IN THIS SECTION SHALL NOT APPLY TO DEFECTS ARISING OUT OF OR RELATING TO MISUSE, MISAPPLICATION, HANDLING, ACCIDENTS, NEGLIGENCE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE HARDWARE IS NOT USED OR STORED IN ACCORDANCE WITH THE SUPPLIER'S INSTRUCTIONS.

**d. Warranties for Software, Services and FB/MB Products.** The warranty set out in this Section above applies to Hardware only, whereas the limited warranty granted by the Supplier to Services or Software is specified in the Supplier's service-specific general terms or a license agreement provided by the Supplier in connection with the delivery of the Services/Software. The warranty set out in this Section does not apply to Beamex FB/MB products. All terms and conditions regarding defects in any FB/MB products included in the Products, as well as their exclusive remedies, are defined in their entirety in their own warranty terms.

**e. Warranties for Third-Party Products.** Sometimes the Supplier may sell or deliver third-party products together with Beamex-branded Goods. The warranty set out in this Section does not apply to products that are not Beamex-branded (i.e. third-party products), even if packaged or sold together with Beamex-branded Goods. The Supplier will pass on to the Customer all warranties received from the applicable third-party product manufacturer to the extent that they are transferable, but will not independently give any warranties, whether express or implied, for any third party products included in the Goods.

**f. Disclaimer and Exclusions.** THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE GOODS BEING FIT FOR ANY GENERAL OR SPECIFIC PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY THE SUPPLIER. THE SUPPLIER GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE HARDWARE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY THE SUPPLIER IN ITS ENTIRETY. THE SUPPLIER SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS THAN WHAT HAS BEEN STATED HEREIN.

**8. TITLE AND LICENSE: RISK OF LOSS.** The title to the Hardware shall pass to the Customer when full payment has been made to the Supplier. Risk of loss will transfer to the Customer in accordance with the applicable Incoterms delivery terms. Once full payment has been made to the Supplier, The Customer is granted a non-exclusive license to use the Software in accordance with the terms specified in a separate license agreement provided by the Supplier in connection with the delivery of the Software.

**9. DESIGN CHANGES.** The Supplier reserves the right to make changes in design to the Goods prior to the delivery without any obligation to install such design changes on previously sold Goods.

**10. INTELLECTUAL PROPERTY.** All intellectual and industrial property rights shall remain the Supplier's exclusive property, unless otherwise agreed upon in writing. The Customer is granted a non-exclusive license to use Supplier's intellectual property rights in its internal operations, to the extent they are embedded or incorporated in the Hardware, software or other materials or work results provided by the Supplier to the Customer. The Customer shall not have a right to sell, transfer or otherwise assign a license to the work results (including without limitation software, documents, data and other materials) provided by the Supplier to the Customer. If the Supplier delivers Software (including without limitation program updates, new versions, new revisions, system integration modules, modifications and corrections) to the Customer, the intellectual property rights of the software shall remain the property of Supplier or the applicable third party owner and Supplier's standard software license terms will be applied to the delivered software.

**11. THIRD PARTY INTELLECTUAL PROPERTY INFRINGEMENT INDEMNITY.** The Supplier shall defend any suit against the Customer arising out of any actual patent or copyright infringement of a valid patent or registered copyright, to the extent based on the Goods developed and provided by the Supplier, and indemnify for any final judgment awarded against the Customer by a court of competent jurisdiction as a result from such suit or settle such suit at no cost to the Customer provided that (a) the Customer notifies the Supplier promptly as it is apprised of the third-party claim; (b) the Customer permits the Supplier to handle defendant's case or settlement; and (c) the Customer gives the Supplier all reasonable assistance and information (at the Customer's expense) available as well as all necessary authorizations. Because the Supplier has exclusive control of resolving infringement claims hereunder, in no event will the Supplier be liable for the Customer's attorney fees or costs. Notwithstanding the foregoing, the Supplier shall have no obligation or liability for any claim or proceeding against the Customer arising out of or based upon (i) data or material provided by the Customer or the Supplier's compliance with instructions given by the Customer (ii) the combination, operation or use of the Goods manufactured and delivered by the Supplier with any hardware, products, programs or data not supplied by the Supplier, if such infringement would have been avoided but for such combination, operation or use or (iii) the modification of the Goods by the Customer. Furthermore, the Customer agrees to indemnify and defend the Supplier to the same extent and subject to the same restrictions set forth in the Supplier's obligations to the Customer as set forth in this Section for any suit against the Supplier based upon a claim alleging the Supplier's infringement resulting from (i), (ii) or (iii) of this clause. If a claim is made or the Supplier believes that a claim is likely, the Supplier may, at its option, obtain for the Customer the right to continue using the Goods or other work results provided by the Supplier; or (b) replace or modify the Goods so that they become non-infringing. If none of the above-mentioned alternatives is reasonably available, the Customer shall stop the use and any other exploitation of the Goods or other work results provided by the Supplier, in which case the Supplier shall refund all payments paid by the Customer for the infringing Goods, less a reasonable depreciation for use, damage and obsolescence. This Section states the parties' sole and exclusive obligations and their exclusive remedies with respect to third party intellectual property infringements or claims thereof.

**12. LIMITATION OF SUPPLIER'S LIABILITY.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THESE TERMS AND CONDITIONS, SUPPLIER'S AGGREGATE CUMULATIVE LIABILITY, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHERWISE, SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY THE CUSTOMER FOR THE RESPECTIVE GOODS OR SERVICES. FURTHERMORE, IN NO EVENT SHALL SUPPLIER BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, DATA, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE. THESE LIMITATIONS OF SUPPLIER'S LIABILITY SHALL BE APPLIED TO THE FULLEST EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW.

**13. MISCELLANEOUS.** Rights or obligations herein may be transferred to a third party only with the prior written consent of both parties. Any failure of the Supplier to exercise any of its rights hereunder shall not constitute or be deemed a waiver or forfeiture of such rights. In case the Supplier is prevented from fulfilling its obligations due to circumstances beyond the control of the Supplier, such as wars, governmental restrictions and actions, events that prevent from acquiring raw materials, fires, or other incidents in production, storing, or transportation, strikes or any other equivalent circumstances, the Customer shall have no right to damages or any other compensation whatsoever from the Supplier. These Terms, plus the additional agreed upon terms of the Agreement (relating only to prices; time, location and terms of delivery/performance; Supplier's technical specifications; quantity of Goods to be delivered; and scope of work for Services performed) contain the entire agreement between the Parties with regard to the subject matter hereof and supersede all prior agreements relating to such subject matter. Information, terms, warranties, specifications or conditions contained in the Supplier's website, brochures and other marketing materials are not binding and applicable unless incorporated herein by express written agreement.

**14. EXPORT CONTROL.** The Parties agree that the Goods and associated technical information are delivered subject to all applicable export controls or restrictions imposed by any country or organization or nation which are enforceable in the jurisdiction of the Supplier, including without limitation the Supplier's domicile, the United Nation, the European Union and the USA. The Customer agrees that it will not import or export, re-export, trade, ship or transfer, directly or indirectly the Goods and associated technical information against such controls or restrictions.

**15. APPLICABLE LAW AND DISPUTE RESOLUTION.** An Agreement shall be governed by the laws of the Supplier's domicile, without regard to its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Any dispute arising out of or in connection with an Agreement shall be finally settled by arbitration. The arbitration tribunal shall be composed of one (1) sole arbitrator appointed by the Arbitration Institute of the Finland Chamber of Commerce and the rules of the institute are to be followed in the arbitration proceedings that shall be held in Helsinki, Finland. The Supplier shall, however, have the right to bring up any claim, related to an Agreement and based on a due receivable from the Customer, in the district court where the Customer is domiciled.

## BEAMEX OY AB ADDITIONAL TERMS FOR SALE AND PROVISION OF SERVICES (1/2015)

### 1. APPLICABILITY OF THE TERMS.

**a. General Terms and Conditions for Provision of Services.** The terms and conditions in Sections 1 to 14 contain general terms and conditions to sale and performance of Services and, in addition to the Beamex Oy Ab General Terms of Sale (1/2015), they apply always when Supplier provides Services to the Customer.

**b. Service-Specific Additional Terms and Conditions.** In addition to the general services terms and conditions referred above, the terms and conditions in Sections 15 to 19 apply to provision of Consultancy Services, the terms and conditions in Sections 20 to 27 apply to provision of Software Support Services and the terms and conditions in Sections 28 to 32 apply to provision of Recalibration and Service. If there is any discrepancy between the general terms in sections 1 to 14 and the service-specific additional terms in applicable sections as referred above, the service-specific additional terms will take precedence.

**2. DEFINITIONS.** (1) "Annex" means a document which the Parties, by a mutual agreement attach to an Agreement. All Annexes shall be subject to these Terms. (2) "Supplier's Software License Agreement" means the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

**3. SCOPE OF SERVICES.** The scope of the Services the Supplier is obligated to perform as well as all related tasks and duties and the schedule for performing the Services are outlined in the quotation, service description or annex attached to an Agreement. The Supplier shall perform the tasks and duties related to the Services remotely in its location, unless otherwise specifically agreed in writing. Supplier will not have any other obligations than those specifically described in a quotation, service description or an annex to this Agreement. The Supplier shall perform its duties and tasks with the degree of care and professional skill normally exercised under similar circumstances by suppliers performing the type of services to be performed under an Agreement.

**4. INDEPENDENT CONTRACTOR.** Each Party is an independent contractor and not an agent, joint venture or employee of the other. The Customer has no authority to and agrees that it will not bind the Supplier in any manner and will not represent itself as an employee or agent of the Supplier.

**5. THE SUPPLIER'S GENERAL OBLIGATIONS.** The Supplier shall perform its duties and tasks in conformance with an Agreement. The Supplier shall perform its duties and tasks in a good, workmanlike manner.

### 6. THE CUSTOMER'S GENERAL OBLIGATIONS.

**a. Customer's Tasks and Duties.** The Customer shall contribute to the implementation of the Services using reasonable efforts. The Customer shall provide the Supplier without unnecessary delays and at the Customer's expense all data, material, instructions and resources (including without limitation access to Customer's premises, computers, software and data processing systems as well as contact with people and information regarding updates made to operating environment), which the Supplier reasonably needs for performing its Services obligations under an Agreement. The Customer shall be liable for the correctness, adequacy, completeness, accuracy and fitness for a particular purpose of the data, material, instructions and resources provided by it. The Customer shall be responsible for the suitability of the results of the Services for Customer's business purposes. In addition, the Supplier is not responsible for the Customer's special requirements or other similar details, unless otherwise specifically agreed in writing. The Customer shall be responsible for obtaining necessary authorizations required by law or regulatory authorities.

**b. Site Conditions.** If the Supplier or its employees, representatives or subcontractors perform Services on-site at Customer premises, the Customer is responsible for adequate safety measures for protecting the Supplier's property, employees and subcontractors at the Customer's site. Furthermore, the Customer is responsible for ensuring that the on-site Services are performed under conditions which comply with applicable health and safety laws and regulations for on-site working conditions. The Customer will inform the Supplier in advance in writing of the safety rules and regulations to be observed by personnel working on the site. If the Supplier considers that the on-site work performed by its employees or subcontractors cannot be continued due to safety reasons, the Supplier is entitled to remove its employees and subcontractors from the site without any liability to Customer. The Customer will be responsible for all reasonable actual direct costs and expenses associated with Seller's delay and/or inability to perform any Services related to the Customer's failure to comply with this provision.

**7. DATA PROTECTION AND DATA BACK-UP.** Each Party shall be responsible for implementing sufficient measures for assuring the data protection and data security of its own data, equipment, software, networks and systems. Customer acknowledges that Supplier will not be responsible for the security, protection or safe return of information, software or other materials that may be provided by Customer together with Goods serviced under an Agreement. Customer understands that it has the responsibility to remove, back-up or take precautions with respect to such materials, information and data.

**8. PROCESSING OF PERSONAL DATA.** The Parties agree to collect, use, process and transfer personal data in compliance with applicable privacy laws and regulations. The Parties will agree in writing as to whether the Customer provides personal data to the Supplier relating to the purpose of an Agreement. The Customer is responsible for ensuring that it is entitled to provide such personal data for furthering the purposes of an Agreement. The Supplier shall neither transfer personal data provided by the Customer to the Supplier from the European Economic Area outside the European Economic Area nor allow access to such personal data in the European Economic Area from areas outside the European Economic Area without taking adequate safeguards for protecting the privacy of the transfer, such as the Standard Contractual Clauses issued by European Union.

**9. CONFIDENTIALITY.** The Parties (a) shall not disclose to anyone any confidential information received from the other party and marked as confidential or which should be understood to be confidential, and (b) may not use such material or information for any other purpose than those set forth in an Agreement. The confidentiality obligations shall, however, not be applied to the extent that the receiving Party can prove that any of that material and information: (a) was in the receiving Party's possession without an obligation of confidentiality prior to receipt from the disclosing Party; (b) is at the time of disclosure, or subsequently becomes, generally available to the public through no breach of an Agreement by the receiving Party or; (c) is lawfully obtained by the receiving Party from a third party without an obligation of confidentiality, provided that third party is not, to the receiving Party's best knowledge, in breach of any obligation of confidentiality to the disclosing Party relating to that information; (d) is developed by the receiving Party independent of any confidential information; or (e) which a Party shall disclose pursuant to a law, decree, or other order issued by the authorities or judicial order. Each Party shall promptly cease using confidential material and information received from the other Party, when the Party no longer needs the material or information in question for the purpose stated in an Agreement. At the request of the other Party, the Party shall execute reasonable measures to return or destroy all confidential information and materials in question. If the confidential information is not returned or destroyed, the confidential information shall be the subject to continuing obligations of confidentiality under an Agreement; but no further use shall be permitted as from the date of the request. The Parties shall be entitled to use the professional skills and experience obtained in connection with the delivery for their own purposes. The terms in this Section shall survive three (3) years after the termination or expiration of an Agreement.

**10. SUBCONTRACTORS.** The Supplier is entitled to employ subcontractors to fulfill its obligations under an Agreement. The Supplier shall ensure that its subcontractors comply with confidentiality provisions equal or substantially similar as the confidentiality provisions specified in these terms. The Supplier shall be liable

towards the Customer for all acts and omissions of subcontractors employed by the Supplier as for its own acts and omissions.

**11. PRICES; EXPENSES; PAYMENT TERMS.** The Parties undertake to agree in writing and on beforehand upon all prices and charges related to the Supplier's performance of Services. If, however, the Parties fail to agree upon a certain price or charge in beforehand, the Supplier's price list effective at the date of service order shall apply. If the Supplier performs the Services outside the Supplier's regular office hours at the Customer's request, the Supplier is entitled to invoice additional prices and charges in accordance with the Supplier's effective price list. The prices shall be net prices exclusive of any taxes (such as value added tax), customs, public charges, installation or freight costs which shall be payable by Customer, unless otherwise agreed. The Supplier shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Consultancy Services and approved of by the Customer. The Supplier shall be entitled to invoice the travel and accommodation expenses and the daily allowance according to the factual expenses. If the Customer's payment is delayed for more than thirty (30) days from the due date of the invoice, and provided that the Supplier has notified the Customer thereof in writing, the Supplier shall be entitled to refrain from its performance under an Agreement without any liability until the Customer submits all overdue payments to the Supplier. Furthermore, if the Customer's payment is delayed the above-mentioned period, the Supplier is entitled to rescind the Agreement in whole or in part, provided that (a) the Supplier has notified the Customer thereof in writing; and (b) the Customer has not given a bank guarantee or equivalent security accepted by the Supplier. Unless otherwise agreed in writing, the Supplier shall invoice the Customer for the Consultancy Services in advance. Unless otherwise agreed in writing, the payment terms are thirty (30) days net from the date of the invoice.

**12. FORCE MAJEURE.** The Supplier shall not be liable for delays or damages caused by an impediment beyond its control, which it could not have reasonably taken into account at the time of the conclusion of an Agreement, and whose consequences it could not reasonably have avoided or overcome. Force majeure events include without limitation wars, acts of God, governmental restrictions and actions, events that prevent from acquiring raw materials, fires, or other incidents in production, storing, or transportation, strikes or any other equivalent circumstances. Strike, lockout, boycott and other industrial action shall constitute a force majeure event also when the Supplier is the target or a party of such an action. A force majeure event suffered by a subcontractor of the Supplier shall also discharge the Supplier from liability, if subcontracting cannot be made from another source without unreasonable costs or significant loss of time.

**13. DELIVERY OF DOCUMENTATION AND SOFTWARE.** Unless otherwise agreed in writing, all documentation and software that are part of the performed Services shall be delivered at a minimum in electronic form in files. Possible delivery methods include without limitation email, ftp transfer, CD and memory stick. Unless otherwise agreed, the terms of delivery for any goods related to Services shall be Ex Works the Supplier's premises (Incoterms 2010).

### 14. TERM AND TERMINATION FOR BREACH.

**a. Term of Consultancy Services Agreement.** Unless otherwise agreed, an Agreement for provision of Consultancy Services will remain in full force and effect until both parties have completed all of their contractual obligations.

**b. Term of Software Support Services Agreement.** Unless otherwise agreed in the Supplier's quotation or an Annex attached to an Agreement, an Agreement for provision of Software Support Services will be in force and valid for a fixed period of twelve (12) months from the effective date of the Agreement.

**c. Term of Recalibration and Service Agreement.** An Agreement for provision of Recalibration and Service will remain valid and in force until the Parties have fulfilled all of their contractual obligations.

**d. Termination for Breach.** Either party is entitled to terminate an Agreement in whole or in part in the event that the other party fails to comply with any material term of the Agreement, provided that such failure is not remedied within thirty (30) days that notice of such breach has been delivered to the party in breach. If the Agreement is terminated, the Supplier shall be entitled to, at minimum, payment of (i) the amount of all costs incurred by the Supplier in relation to the preparation of the services; and (ii) a proportion of the agreed fee equal to the proportion of the services actually carried out.

## SERVICE-SPECIFIC TERMS FOR CONSULTANCY SERVICES

**15. DEFINITIONS.** (1) "Consultancy Services" means system supply, installation, training, system integration, consulting, database conversion/migration as well as validation services performed by the Supplier to the Customer.

### 16. WARRANTY FOR CONSULTANCY SERVICES

**a. Limited Warranty; Warranty Period.** The Supplier warrants that all Consultancy Services performed by it as well as all associated deliverables will conform to the descriptions provided by the Supplier in a quotation or a statement of work and will be performed in a good, workmanlike manner. The Supplier's only obligation under this warranty is to, at its sole discretion and at its expense, either to replace or to repair the work results of the Consultancy Services that are not in compliance with the warranty given above, provided that the non-compliance is covered by this warranty and that the Customer informs the Supplier in writing about the non-compliance within the time period of thirty (30) days from the performance of the Consultancy Services.

**b. Disclaimer and Exclusions.** THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY FOR THE CONSULTANCY SERVICES BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE, UNLESS OTHERWISE EXPRESSLY STATED IN WRITING BY THE SUPPLIER. THE WARRANTY SHALL NOT COVER ERRORS OR DEFECTS DUE TO (A) EXTERNAL CAUSES, SUCH AS ACCIDENTS; (B) USE OF THE WORK RESULTS OF THE CONSULTANCY SERVICES CONTRARY TO AN AGREEMENT OR OTHER INSTRUCTIONS GIVEN BY THE SUPPLIER, OR NEGLIGENCE OR DEFAULT IN COMPLYING WITH THE WRITTEN INSTRUCTIONS ON THE USE OF THE WORK RESULTS OF THE CONSULTANCY SERVICES; (C) THE DATA, MATERIAL, INSTRUCTIONS OR RESOURCES PROVIDED BY THE CUSTOMER; (D) SERVICES, EQUIPMENT, SYSTEMS OR OTHER MATERIAL NOT DELIVERED BY SUPPLIER OR A SUBCONTRACTOR APPOINTED BY THE SUPPLIER; OR (E) A MODIFICATION OR CORRECTION NOT PERFORMED BY THE SUPPLIER OR A SUBCONTRACTOR APPOINTED BY THE SUPPLIER. TO THE MAXIMUM EXTENT PERMITTED BY MANDATORY PROVISIONS OF APPLICABLE LAW, THIS SECTION SETS FORTH THE SUPPLIER'S ONLY WARRANTY OBLIGATIONS REGARDING ERRORS AND DEFECTS IN THE CONSULTANCY SERVICES AND RELATED WORK RESULTS PROVIDED BY THE SUPPLIER.

**17. PROJECT MANAGEMENT.** Each party will appoint a project manager from their respective organizations for managing, scheduling and supervising internal tasks and providing information within its own organization and to the other party with regards to matters related to implementation of the project. The parties shall also appoint a project manager for the entire project. Unless otherwise agreed, the Customer shall be responsible for managing the entire project. Each party shall also appoint necessary other resources for the project and reserve sufficient working time for them for performing the tasks. The parties may establish a project steering group for implementing an Agreement and organizing the co-operation between the parties. If the parties establish project steering group, the terms and conditions of this Section regarding the project steering group will apply. Each party shall nominate its representative(s) to the project steering group. The project steering group shall steer, supervise and monitor the implementation of the project as the co-operation organization of the parties. Unless otherwise agreed, project steering group is responsible for agreeing on Change

Requests. Other tasks for the project steering group may be defined as agreed. The project steering group shall meet at the request of either party and at minimum after each delivery phase. The meeting can be a face-to-face meeting, a conference call or an electronic meeting. Minutes of the meetings of the project steering group shall be kept and the minutes must be approved by all members of the project steering group.

**18. TESTING AND ACCEPTANCE.** Unless otherwise agreed, the Supplier performs internal testing for the Deliverables prior to delivery to the Customer and after that informs the Customer that the Deliverable is ready for Customer's testing and acceptance. Upon receipt of the Deliverables, the Customer shall test the Deliverables to determine whether they meet the specifications set forth in the concluded agreement or any of its annexes. Unless otherwise agreed, the Customer will perform the acceptance tests within 14 calendar days from the date of delivery. If the Deliverables are found to be non-conforming to specifications in the Customer's acceptance tests, the Customer will notify the Supplier in writing without undue delays of such non-conformance. The notice must include detailed description of the defect or error causing the non-conformance. The Customer may reject the delivery only if the non-conformity substantially impairs the use of the Deliverables. Notwithstanding the foregoing, the Supplier shall also correct minor non-conformance reported by the Customer in accordance with the warranty terms specified in the concluded Agreement or its annexes. Upon receipt of the Customer's notice of non-conformance, the Supplier shall use its reasonable best efforts to correct any failures of the Deliverables to meet the specifications, and shall deliver corrected Deliverables to the Customer as soon as possible. The warranty period shall begin upon Customer's acceptance. The Deliverables will be deemed accepted when (i) the Customer issues a written confirmation of acceptance to the Supplier; (ii) the Supplier has demonstrated that it has remedied any non-conformance of Deliverables notified by the Customer; (iii) the Customer does not report any non-conformance during the testing period as defined above; or (iv) the Customer takes the Deliverables into production use. Unless otherwise agreed, the acceptance procedures stated in this Section shall apply also to partial deliveries, delivery phases and milestone deliveries.

**19. CHANGE MANAGEMENT.** Changes to the scope of services and/or specifications may become necessary during the project for instance due to a change in Customer's objectives and requirements. For the purposes of this offer a "Change Request" is: (a) a request made in writing to change or add to the Scope of Services or any constituent part thereof; or (b) a request made in writing to amend this offer or any document attached to or referred to in this offer. Change Requests may be submitted either by the Supplier or by the Customer or may be originated by the parties jointly. No Change Request shall be binding on the parties unless the Change Request has been agreed in writing by an authorized representative of both parties, or, the project steering group, if such is established. All agreed Change Requests must be documented and the parties must also agree on how the agreed Change Requests affect pricing, timetable and other terms of the concluded Agreement. Until such time as a Change Request is formally agreed to by both parties, the parties shall continue to perform their respective obligations without taking account of the Change Request. Upon written agreement by both parties with regards to a Change Request, the Agreement shall be deemed amended in accordance with the provisions of that Change Request agreement.

#### SERVICE-SPECIFIC TERMS FOR SOFTWARE SUPPORT SERVICES

**20. DEFINITIONS.** (1) "Support Services" means the software maintenance services specified in an Agreement or an Annex attached to the Agreement. (2) "Software" means the Supplier's software constituting the object of the Support Services. The software is specified in an Agreement or an Annex attached to this Agreement. (3) "New Software Version" means Software enhanced with new functionality made generally available for use by several customers (e.g. Beamex Software v2.0 >> Beamex Software v3.0). (4) "Software Revision" means an updated version of the Software made generally available for use by several customers and which may contain corrections of commonly known errors and improve the Software's performance in the specified operational environment. Software Revision may also contain new software functionality (e.g. Beamex Software v2.1 >> Beamex Software v2.2). (5) "Defect" or "Error" shall mean a material and reproducible failure of the Software to function by substantial parts in conformance with the Supplier's specifications, or if it does not otherwise correspond to what the parties have agreed in writing. (6) "Supplier's Software License Agreement" shall mean the terms and conditions in the Beamex Software License Agreement effective at the time of conclusion of an Agreement.

**21. SOFTWARE CONSTITUTING THE OBJECT OF SUPPORT SERVICES.** The software constituting the object of the Support Services is defined in the Supplier's quotation or an Annex attached to an Agreement.

#### 22. SCOPE OF SUPPORT SERVICES; PROVISION OF SUPPORT SERVICES.

**a. Scope of Support Services.** The scope of the Support Services the Supplier shall perform are outlined in the Supplier's quotation or an Annex attached to an Agreement.

**b. Software Updates.** If Software updates for the Supplier's standard software products and/or customer-configured components is included within the scope of Services in the Supplier's quotation or Annex attached to an Agreement, then such services will include the following: *New Software Versions, Software Revisions, patches and hotfixes made available to the Customer which may (i) substantially rectify Errors or other Defects in the then-current revision of the Software; (ii) improve performance of the Software in the specified operational environment; and (iii) contain other new and/or improved software functionality.*

**c. Remote Helpdesk.** If Remote helpdesk support is included within the scope of Services in the Supplier's quotation or Annex attached to an Agreement, then such services will include the following: *Maintenance standby accessible by phone, fax or email in accordance with the service hours from Monday to Friday, 9 AM to 5 PM (the time zone in Supplier's domicile), excluding public holidays. The remote helpdesk support is available at minimum in English language. Error diagnostic services and using reasonable efforts in aiming to repair Errors.*

**d. Provision of Support Services.** The Supplier shall perform the tasks and duties related to the Support Services in its location as a remote operation, unless otherwise mutually agreed in writing. Repairing or correcting a software defect or error can be also executed (a) with a workaround that bypasses the defect or error; (b) by delivering written instructions to the Customer, which it can use to bypass the defect or error; or (c) by delivering New Software Version or Software Revision to the Customer that will correct or bypass the defect or error. The Support Services the Supplier performs against an agreed recurring support fee do not include services related to repair or correction of an error or default caused by (a) using the Software contrary to an agreement or other instructions given by the Supplier, or, the Customer's negligence or default in complying with the written instructions on the use of the Software; (b) using the Software in an operational environment not specified or approved by the Supplier; or (c) a modification, correction or repair made to the Software by the Customer or a third party. If it is confirmed that the defect or error reported by the Customer is not covered by the scope of Support Services in an Agreement, the Supplier is entitled to invoice for the analysis and repair of the error in accordance with its then current price list.

**23. SERVICE HOURS.** The Supplier's maintenance standby availability as well as performance of maintenance service tasks and duties shall take place during the following service hours: *Monday to Friday, 9 AM to 4 PM (the time zone in Supplier's domicile), excluding public holidays.*

**24. EXCLUDED SERVICES; ADDITIONAL SERVICES.** Services specifically excluded ("Additional Services") from the fixed fee Support Services provided under an Agreement include without limitation: installation of any software, new software options and/or modules, report design, training and consulting services, on-site maintenance tasks and services as well as maintenance tasks and services performed outside Supplier's Service Hours. Any other services than the services listed in the Supplier's quotation

("Support Services covered by the support fee") shall be considered as Additional Services outside the scope of an Agreement. The Supplier has no obligation to perform Additional Services to the Customer. In case Additional Services shall be performed, the Customer shall pay for the Additional Services in accordance with the Supplier's then current price list, unless otherwise agreed in writing.

**25. TECHNICAL CONTACTS.** Technical contacts are defined in the Supplier's quotation or an Annex attached to an Agreement. Each party shall inform the other party without unnecessary delay in writing of a change of its technical contact person. The technical contact person is not authorized to agree changes to an Agreement.

**26. CUSTOMER'S SPECIFIC OBLIGATIONS.** When notifying the Supplier about a defect or error in the Software, the Customer shall, at the Supplier's request, demonstrate how the defect or error occurs. At the Supplier's request, a representative of the Customer shall be available for contact when the Supplier performs its tasks and duties related to the Support Services. The Customer shall be responsible to acquire and maintain, at its expense, necessary data communication connections, which the Supplier needs to perform its duties and tasks as a remote operation, unless the Parties have agreed in writing that the Support Services are not performed as a remote operation. Each party shall make sure that it has the necessary devices, equipment, software and data security systems required by the remote support operation. Unless otherwise agreed upon in writing, the Customer shall be responsible for installing in its operating environment the software updates, New Software Versions, Software Revisions or Software corrections.

**27. PRICING; PAYMENTS; EXPENSES.** Unless otherwise mutually agreed in writing, the Supplier shall invoice the Customer for the Software Support Services in advance at 12-month intervals. The Supplier shall be entitled to charge fifty (50) percent of the agreed-upon hourly fee for travel time when travel is required for performing the Support Services and approved of by the Customer. The Supplier shall be entitled to invoice the travel and accommodation expenses and the daily allowance according to the factual expenses. The Supplier is entitled to invoice the additional costs and expenses that are due to erroneous information given by the Customer or any other reason attributable to the Customer. If the Supplier performs services that are not covered by the recurring fee paid for the Support Services, the Supplier shall invoice the services in accordance with the prices the Parties have mutually agreed in writing and on beforehand. If the Parties have failed to agree upon a certain price for such services, the Supplier's price list effective at the date of service order shall apply.

#### SERVICE-SPECIFIC TERMS FOR RECALIBRATION AND SERVICE

#### 28. GENERAL PROVISIONS.

**a. Formation of an Agreement.** A binding agreement ("Agreement") between the Parties is made when (i) the Supplier confirms an order made by the Customer; or (ii) the Customer delivers Equipment to the Supplier for Service and the Supplier accepts this delivery.

**b. Recalibration and Service Fees.** The Parties undertake to agree in writing and on beforehand upon all prices and charges related to the Supplier's performance of Service. If, however, the Parties fail to agree upon a certain price or charge in beforehand, the Supplier's price list effective at the date of service performance shall apply.

**29. DEFINITIONS.** (1) "End-Customer" shall mean the final user of the Equipment. (2) "Party" or "Parties" shall mean Supplier and/or the Customer, as required by the context. (3) "Service" shall mean repair, service or recalibration specified in an Agreement and performed by the Supplier to the Customer. (4) "Equipment" shall mean the measurement device being Serviced or Recalibrated by the Supplier under an Agreement. (5) "Defect" shall mean that the Service does not substantially comply with what has been described in an Agreement.

**30. THE SUPPLIER'S SPECIFIC OBLIGATIONS.** The Supplier shall perform the Service tasks and duties for which it is responsible by using reasonable care and professional skill and in accordance with the scope, purpose and terms of an Agreement, or in line with the mutually agreed specific instructions. The Service tasks and duties shall be performed in accordance with the Supplier's working methods and procedures.

#### 31. CUSTOMER'S SPECIFIC OBLIGATIONS.

**a. Information.** The Customer shall provide the Supplier without unnecessary delays and at the Customer's expense all information (including without limitation End-Customer's contact details), documents and resources, which the Supplier reasonably needs for performing its obligations under an Agreement.

**b. Equipment Safety.** The Customer shall ensure that all Equipment delivered to the Supplier for Service shall be free from radiation, toxic, explosive elements or any other actually or potentially hazardous substances. The Customer shall also ensure that Supplier's personnel are informed in advance of (i) any such actually or potentially hazardous substances that are or may be present at the End-Customer's premises; and (ii) any relevant safety regulation in force at the End-Customer's premises. Notwithstanding the foregoing, the Supplier reserves the right to refuse to carry out any service tasks and duties, which, in the Supplier's opinion, would be hazardous and/or may cause harm for its employees. In such case the Supplier shall not be responsible in any way to Customer for any such refusal.

#### 32. WARRANTY OF RECALIBRATION AND SERVICE

**a. Limited Warranty; Warranty Period.** The Supplier warrants that the service or recalibration is free from Defects under normal use and service in material and workmanship during the warranty period. The warranty period is six (6) months from the date of shipment to Customer. The warranty extends only to the original End-Customer of the Service.

**b. Exclusive Remedies.** The Supplier's only obligation under this warranty is to, at its sole discretion and at its expense, to repair or recalibrate the Equipment serviced or recalibrated by it and found to be Defective in material or workmanship, if such Equipment is returned to the Supplier at the Customer's expense, provided that the Customer has notified the Supplier of the warranty defect in writing during the warranty period. The Customer's notification must also include a detailed description of the non-conformance with these warranty terms. If the Service is under warranty, the Supplier will return the Equipment to the Customer free of transportation cost excluding insurance, taxes, duties or other import costs.

**c. Disclaimer and Exclusions.** THE SUPPLIER DOES NOT ASSUME ANY RESPONSIBILITY, WHETHER EXPRESS OR IMPLIED, FOR THE SERVICE BEING FIT FOR ANY GENERAL OR PARTICULAR PURPOSE. WARRANTY SHALL NOT COVER DEFECTS DUE TO MISUSE, ALTERATION AND ABUSE OR USE IN ABNORMAL CONDITIONS OR IF THE EQUIPMENT IS NOT USED IN ACCORDANCE WITH THE SUPPLIER'S INSTRUCTIONS. IF IT IS CONFIRMED THAT THE DEFECT REPORTED BY THE CUSTOMER IS NOT COVERED BY THIS WARRANTY, THE SUPPLIER IS ENTITLED TO INVOICE FOR THE ANALYSIS AND REPAIR/RECALIBRATION OF THE DEFECT IN ACCORDANCE WITH ITS PRICE LIST EFFECTIVE AT THE DATE OF SERVICE. THE SUPPLIER GRANTS NO OTHER WARRANTIES WHATSOEVER FOR THE SERVICE THAN THE WARRANTY SET OUT HEREIN, WHICH WARRANTY THUS SETS FORTH THE WARRANTY GIVEN BY THE SUPPLIER IN ITS ENTIRETY. THE SUPPLIER SHALL HAVE NO OTHER OBLIGATIONS REGARDING DEFECTS IN SERVICE THAN WHAT HAS BEEN STATED IN THIS SECTION.