

THE GENERAL TERMS OF DELIVERY FOR THE REPAIR SHOPS OF WIHURI'S TECHNICAL TRADE 2/2012

1. General

These General Terms of Delivery for the Repair Shops shall govern the maintenance and repair service and operations provided by Wihuri Oy's Technical Trade division or any of its affiliates (hereinafter Wihuri's Technical Trade or repair shop) to its customers, unless specifically agreed otherwise in writing between the parties.

The repair operations of Wihuri's Technical Trade are based on the maintenance and repair recommendations and directions of the manufacturing factories of the products, machines or equipment that the company represents. The aim is to carry out all maintenance and repair work on Wihuri's Technical Trade's premises, but if agreed otherwise or the circumstances require it, the work may be performed somewhere else.

2. Repair cost estimate

A cost estimate or a quotation is binding to the repair shops only when given in writing and indicated as binding. The repair cost estimate does not include spare parts or materials, unless separately listed and priced. If new defects or damages that need repairing emerge during the repair work, the cost estimate may be exceeded by 15% without the customer's prior approval. The prices and delivery times provided in quotations are valid for a period of one (1) month, unless otherwise stated in the quotation, with the following provisions for an increase during the quotation's period of validity and during repair work.

- The delivery and repair times provided in the cost estimate are not binding and Force Majeure is applied.
- If the repair shop has to pay extra costs caused by changes in exchange rates, manufacturer's price increases, or taxes, customs duties or other fees set by the delivery country of spare parts or subcontract work or by the State of Finland, the repair shop is entitled to collect these from the customer.
- The quotation is valid only if there are no significant changes in the machines or equipment's technical condition during the validity of the quotation.
- The cost estimate requires the work to be performed during normal working hours. If the repair work involves overtime work approved by the customer, as defined in collective bargaining agreements, the costs generated will be charged in accordance with the overtime fees valid at the time.

3. Work order

The work order comes into force after the customer or the person delivering the work accepts it orally or in writing. The work order entitles, but does not oblige, the repair shop to wash the machine or piece of equipment and to test run it at the customer's expense, if this is considered necessary for performing the work. Damage repairs covered by insurance are performed as ordered by and at the expense of the owner or possessor of the machine or equipment, unless otherwise agreed by the insurance company.

4. Fees charged

The repair shop's invoice will itemize charges by work order number for labor, outsourced labor, travel expenses, daily expense allowance, machine fees, materials and outsourced spare parts, and fuel and lubricants. Any overtime work ordered by the customer shall be charged according to the overtime fees valid at the time. The customer shall pay the freight costs for the machine or equipment necessary for performing the work, unless otherwise agreed with the repair shop manager.

If the machine or equipment to be repaired is delivered to the repair shop without appropriate packaging, the customer will be charged for equipment packaging that, owing to its size (e.g. an engine) or some other reason, requires a transport box.

5. Terms of payment

Any spare part purchases and labor shall be invoiced to the customer. Unless otherwise agreed, the terms of payment are 14 days net for credit customers. For other customers, the payment shall be made in cash prior to the handover of the machine or equipment or is subject to cash on delivery. Transactions made after the net payment period are subject to default interest as specified in the invoice.

6. Lien

Wihuri's Technical Trade has lien on the machine or equipment left to be repaired for any receivables caused by the repair work.

7. Handover

The handover of the machine or equipment shall take place at Wihuri's Technical Trade's repair shop during normal working hours. If the customer has not, however, collected the machine or equipment within 30 days from being notified about its completion, the repair shop is entitled to charge the customer for storage and interest costs, in addition to labor costs. The repair shop shall keep the machine or equipment for four (4) months after notifying the customer about its completion. After this, the repair shop is entitled to sell the machine or equipment in accordance with the act on an entrepreneur's right to sell uncollected goods, in order to cover the costs of labor, spare parts, warehousing and penalty interests.

8. Spare parts

Spare parts that have been replaced by new ones shall transfer to the repair shop's ownership if the customer has not picked them up or asked for them to be returned at their own expense within one month from the invoice date. If parts acquired by the customer are used in the repair work, the repair shop is entitled to charge 15% of the recommended price of the said parts.

9. Warranty; Warranty limitations

Subject to the limitations set forth below, Wihuri's Technical Trade warrants that all service provided shall be provided in a professional workmanlike manner, and grants a six (6) month warranty on the repair work, starting from the handover date, provided that the following requirements are met:

- The work is performed under conditions approved by the repair shop;
- The work is performed using spare parts and materials (including lubricants) approved by the repair shop;
- The work is performed according to the scope recommended by and the instructions provided by the repair shop's supervisory staff;
- The work is performed only by persons in the service of Wihuri's Technical Trade or its subcontractors.

The validity of the warranty also requires that the owner or operator of the machine or equipment notifies the repair shop in question without delay about any defects, problems or unsatisfactory functions that are detected in the machine or equipment. Unless otherwise agreed with the repair shop's manager, the warranty becomes void if the machine or equipment is used after the defect is detected.

The repair shop's warranty does not apply to new components or parts which are manufacture by other than Wihuri's Technical Trade. Concerning these parts, the manufacturer's warranty applies within the scope of validity of each manufacturer's terms of warranty. Spare parts have a warranty of three to six months, in accordance with the terms and conditions specified by the manufacturer of each OEM part.

The customer's sole remedy and repair shop's sole obligation for any breach of the foregoing warranties or any product warranty shall be the restoration of the affected machine or equipment to good working condition or replacement of such spare part (as determined by the repair shop in its sole discretion) within a reasonable time period following repair shop's receipt of a machine or equipment failure notice from the customer.

Thus the warranty does not cover any other costs, damages or losses, direct or indirect, nor any costs for delays, freight, loss of use or loss of profit caused by the defect or the warranty repair.

The repair shop is not obliged to provide the customer with a replacement machine or equipment for the duration of the warranty repair.

10. Liability; Limitation of Liability

The repair shop shall be liable for damages to the customer's machine or equipment caused by the repair shop's negligence in connection with the provided maintenance and repair service. This also applies to damage to the machine or equipment incurred during transfers and test operation of the machine that the repair shop performs. However, the repair shop's liability is limited to repairing the defect or damage caused to the machine or equipment.

The repair shop's liability, whether in tort, contract or otherwise, for any loss or damage arising out of the provided maintenance and repair service, shall in no event exceed the compensation paid by customer to repair shop for the service with respect to which the claim is made. In any event, the repair shop shall not be liable to customer for any incidental, indirect, special or consequential damages for cover, or loss, inability to use the machine or equipment, loss of profit, revenue or use in connection with or arising out of this agreement or use of the service provided hereunder or for any liability of customer to any third party with respect thereto. None of the above shall be read as excluding the repair shops liability under the Product Liability Act for death or personal injury caused directly as a result of repair shops negligence.

The repair shop does not accept responsibility for loss or damage caused by fraud, theft, fire or accident, when the machine is left for repair in or outside the repair shop; nor is the repair shop responsible for any property left inside the machine or equipment, unless separately agreed that the repair shop stores them. The repair shop is not liable for damages caused by the freezing of the cooling liquid of a machine brought to the repair shop, unless the supervisory staff was notified of such a risk.

With regard to the installations of supplementary devices, their operation and suitability is guaranteed only within the agreed starting values.

11. Used machines imported by other parties than Wihuri's Technical Trade

The general repair terms and conditions of Wihuri's Technical Trade apply to the repairs, with the following additions.

Terms of repair

- Repairs are performed according to the instructions issued by the manufacturer.
- The repair shop is not responsible for damage caused by inappropriate repairs by third parties or the use of maintenance parts.
- Spare parts ordered for the machine or equipment, which are not included in our warehousing program, cannot be returned.
- The repair shop does not grant a repair work or spare parts warranty for repairs for which there are no English maintenance instructions and spare parts books available.
- Wihuri's Technical Trade performs alterations offered by the manufacturer to machines or equipment which are imported second hand. In this case the customer is obliged to pay the difference between the real costs generated by the alterations and the costs that the manufacturer compensates.
- Wihuri's Technical Trade is not obliged to look for hidden defects in the machine or equipment nor does it accept any responsibility for finding them; the repair shop's responsibility is limited only to the ordered service, i.e. repair or maintenance service.

12. Force Majeure

The repair shop is not required to fulfil the agreed services and shall not be liable for any failure or delay in performance due to natural obstacle, fire, mechanical breakdown or similar malfunction, strike, lockout, war, mobilisation, prohibition on imports or exports, lack of transport, discontinuation of production, traffic disruption or similar obstacle that is beyond the repair shop's control. Neither is the repair shop required to fulfil the services when this would require sacrifices by the repair shop that are unreasonable compared to the resulting benefit to the repair shop. In no event shall the repair shop be liable for any damage or loss due to a failure or delay that arises from a Force Majeure occurrence.

13. Settlement of Disputes

Disputes arising from maintenance, repairs and fees shall be settled in the District Court of Helsinki, unless otherwise agreed. Finnish Law shall be applicable to this service agreement and its terms and conditions, without giving effect to the principles of conflict of laws thereof.

14. Validity

These General Terms of Delivery for the Repair Shops of Wihuri's Technical Trade, valid as of 1st of February 2012, supersede the general terms that took effect on 30 of April 2004 and are valid until further notice.