

AURAMARINE OY'S GENERAL SPARE PART SALES TERMS AND CONDITIONS 19.10.2009

1. PARTIES TO THE CONTRACT

The Parties to this Contract are Auramarine Oy or Auramarine Asia Ltd (hereinafter the "Seller") and a buyer approved by the Seller (hereinafter the "Buyer").

2. SCOPE OF CONTRACT

This Contract defines the rights and obligations of the Parties to the Contract when the Seller sells spare parts (hereinafter "Spare Part") to the Buyer for aggregates manufactured by the Seller or for some other machines and equipment delivered by the Seller. The terms and conditions of this Contract apply to all deliveries of Spare Parts between the Seller and the Buyer. Should the parties agree on any deviations from the terms and conditions of this Contract, these shall be separately specified in each case in a written document.

3. ENTRY INTO FORCE OF CONTRACT

The Contract between the Seller and the Buyer enters into force when the Seller approves an order placed by the Buyer or some other corresponding contract document. It is specifically stipulated that the Seller is not deemed to have approved any references made by the Buyer in the order document to any of the Buyer's own terms and conditions or any other terms and conditions, unless the Seller has confirmed in writing his approval of them. In case of a dispute, the Buyer is considered to have accepted the Seller's terms and conditions when the Buyer pays the ordered Spare Part, at the latest.

4. ASSIGNMENT OF CONTRACT

The Seller may assign the Contract or a receivable under the Contract to another Hollming Group company or to an investor without hearing the Buyer.

5. ORDER PROCESSING, AVAILABILITY CLAUSE AND DELIVERY TIMES

All the quotations given by the Seller for Spare Parts are subject to prior sales. The Seller reserves the right to process all orders for Spare Parts in any order at the Seller's discretion. Upon approving the Buyer's order, the Seller announces the probable delivery date of the Spare Part (arrival at the delivery address indicated by the Buyer), but this date is not binding on the Seller and the Seller is not liable for any costs or damage resulting from a change in the announced probable delivery date. If the value of a single order placed by the Buyer is less than 150 euros, the Seller has the right to charge a separate small delivery fee of 100 euros for each delivery in addition to the price of the Spare Part.

6. DELIVERY TERMS

The delivery term for the Spare Part is EXW (Incoterms 2000) at the Seller's plant or warehouse. The Seller shall ensure that the Spare Part is appropriately packed and dispatched to the delivery address indicated by the Buyer, using the transport mode selected by the Seller, unless the Buyer has indicated a specific transport mode or carrier in the order. The transport and import of the Spare Part to the delivery address always take place at the Buyer's risk and cost. The Seller has the right to charge the Buyer for all the costs of transport and import, either by adding them to the price of the Spare Part or by a separate invoice.

7. TERMS OF PAYMENT AND RETENTION OF TITLE

The Buyer settles the payments under this Contract to the Seller against the Seller's invoice. In addition to the price of the Spare part, the Seller charges the Value Added Tax from the Buyer pursuant to valid legislation. Title to the Spare Part remains with the Seller until the Spare Part has been paid for in full. Should the Buyer make an incomplete payment, the Seller has the right to discontinue all deliveries to the Buyer until the receivables due have been paid in full. Unless otherwise announced by the Seller in the order confirmation or in some other manner, the due date for each payment is 21 days from the date of the invoice and the Buyer is obliged to pay an annual delay penalty of 11% on delayed payments.

8. "AURAMARINE" ORIGINAL SPARE PARTS

All the Spare parts delivered by the Seller to the Buyer are covered by the Seller's quality assurance system and consequently are original

spare parts for the aggregates manufactured by the Seller of for other machines and equipment delivered by the Seller regardless of the physical manufacturer of the Spare Part.

9. IMMATERIAL RIGHTS

All immaterial rights to the Spare Part are the exclusive property of the Seller or the Seller's contractual partners. Any material delivered with the Spare Part (figures, operating instructions, etc.) may only be used for the installation and operation of the Spare Part in question.

10. COVERAGE OF CONTRACT

This Contract, and in case it is amended, the most recent amendment of the Contract (approved modification order) constitutes an expression of the Parties' will and replaces any previous contracts pertaining to the same matter.

11. RETURNING A SPARE PART

The Buyer may with the Seller's consent return the Spare Part provided the Buyer informs the Seller of this on the due date of the Seller's invoice for the Spare Part in question, at the latest. The Contract is cancelled the moment the Seller receives the Spare Part returned by the Buyer in working order and fit for use. The Buyer shall pay to the Seller 15% of the value of the Spare Part in question as a lump sum compensation for the cancellation of the Contract. The Seller will send the Buyer an appropriate credit invoice for this.

The Seller shall be informed about the returning of the Spare Part in writing, by fax or electronic mail.

12. LIMITED WARRANTY GIVEN BY SELLER

The Seller warrants that the Spare Parts delivered by the Seller are consistent with the order, new, in working order and suitable for the application specified by the Buyer.

Should the Spare Part not meet the warranty given by the Seller, the Seller commits to repair the delivered Spare Part or to deliver a replacement part to the Buyer, provided the Buyer submits a claim to this effect to the Seller by the end of the warranty period. The warranty period is 6 (six) months from the day the Buyer has received the Spare Part. Where the day the Buyer has received the Spare Part cannot be determined exactly, the Buyer is considered to have received the Spare Part on the due date of the Seller's invoice for the Spare Part in question. The defective Spare Part, which has been replaced, is the property of the Seller. If the Spare Part is repaired or replaced during the warranty period, the Seller gives the repaired or replaced Spare Part an additional warranty of 6 (six) months. However, in each case the obligations of the Seller will end finally 12 (twelve) months after the day the Buyer received the original Spare Part.

It is specifically stipulated that the aforementioned warranty of the Seller is exclusive with respect to the Spare Parts and the Seller does not commit to any other warranty than the warranty referred to above and is not liable for any other costs, damages or losses regardless of their nature, unless the damage can be attributed to intentional or grossly negligent action taken by the Seller.

12. CONFIDENTIALITY

The parties to the Contract agree to keep confidential all information and material received from the other party for the execution of the Contract.

13. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

Unless otherwise stipulated in these terms and conditions, the sale of the Spare Part between the Buyer and the Seller is governed by the law on the sale of goods currently valid in Finland. Any disputes arising out of this Contract are submitted for final settlement to an arbitration panel of one member for an arbitration procedure conducted in compliance with the rules of the Central Chamber of Commerce in Finnish language in the town of Turku.