



General Purchasing Conditions for Auramarine Group

1. These general conditions with the terms and special conditions appearing on a purchasing order, purchasing contract, schedule agreement, and/or framework order ("Order") are the express conditions on which Auramarine Group consisting inter alia of following companies: Auramarine Oy and Auramarine Asia Ltd ("BUYER") procure goods ("Goods") or work ("Work") specified on an Order from the person or entity to whom the Order is addressed ("SUPPLIER"). The SUPPLIER will accept an Order by acknowledging receipt. An Order is deemed to be accepted by the SUPPLIER, if it has not notified in writing to the BUYER that it does not accept the Order within three (3) calendar days as of the SUPPLIER's receipt of the Order. To the extent that the SUPPLIER's scope of deliverables includes or consists of other deliverables than goods and/or work (such as, but not limited to, services), the terms "Goods" and "Work" below shall include such services and/or other deliverables.

DRAWINGS & EQUIPMENT, CONFIDENTIALITY, PUBLICITY, IPR

2. All drawings and technical documents relating to the Goods or Work or their manufacture submitted by BUYER to SUPPLIER, shall remain the property of BUYER.

3. SUPPLIER agrees that all confidential information disclosed by Buyer shall not be used for any purposes other than those required or permitted by the Order and shall not be disclosed to any third party except insofar as this may be required for the proper performance of the Order and then only under equivalent confidentiality provisions.

4. SUPPLIER shall not refer to BUYER's name, the company's trademarks or products in connection to with any publicity without the prior written permission of BUYER.

5. The SUPPLIER is responsible for making sure that the Goods and Work do not infringe on the intellectual property rights or other rights of any third parties.

PRODUCTION SCHEDULE AND ACCEPTANCE TEST

6. If specified in the Order, the SUPPLIER shall, at the request of BUYER, submit a production schedule and shall undertake to keep BUYER regularly informed of the progress made. BUYER is entitled to inspect and examine the work done during production and on completion prior to delivery.

7. If specified in the Order, an acceptance test shall be held before delivery takes place. Unless otherwise agreed the acceptance test shall be held at the place of production. An acceptance test is only valid if representative of BUYER is present. Failure to meet the contract requirements during the acceptance test shall not release the SUPPLIER from its obligation to deliver in accordance with the Order.

8. Any acceptance or other test, acceptance of the Goods or Work, or failure thereof, made by or on behalf of the BUYER shall not release the SUPPLIER from any of its obligations under the Order and shall to no extent prejudice BUYER's rights or constitute a waiver on the part of the BUYER.

DELIVERY, QUALITY CONTROL

9. If not specified otherwise in the Order, delivery shall take place "FCA SUPPLIER's facility" (INCOTERMS 2020), in seaworthy packaging that meets industry standards. If other delivery terms are agreed in the Order, they shall be interpreted in conformity with the official definitions of the different INCOTERMS that exist when the Order was made. Unless otherwise agreed by BUYER, delivery of Goods shall not be made more than 5 days before the stipulated delivery date. Title to Goods shall pass to BUYER upon full payment or delivery, whichever occurs first.

10. Goods and Work will be inspected and released by the SUPPLIER in accordance with the quality control requirements as specified in the Order and its Appendices. Any inspection and acceptance of the Goods or Work, or failure thereof, made by or on behalf of the BUYER shall not release the SUPPLIER from any of its obligations under the Order and shall to no extent prejudice BUYER's rights or constitute a waiver on the part of the BUYER.

TIME FOR DELIVERY, DELAY

11. If the stipulated delivery date is not met, BUYER shall, without prejudice to or limiting BUYER's other rights, be entitled to liquidated damages calculated from the day delivery should have taken place. The liquidated damages shall correspond to one and half percent (1.5%) of the total purchase price of the Order, which delivery or partial delivery is delayed for each commenced week of delay. The liquidated damages shall not exceed fifteen percent (15%) of the Order in question. The liquidated damages can be settled by direct deduction from the SUPPLIER's invoice.

12. If it is apparent to SUPPLIER that he will not be able to deliver by the stipulated delivery date, SUPPLIER has an obligation to notify BUYER without delay of the expected or the actual delay and its cause. SUPPLIER undertakes to limit the delay as much as possible and any detrimental effects arising therefrom. This also entails an obligation to arrange faster transportation and cover any additional costs related thereto and if possible, with the written agreement of SUPPLIER and BUYER, to procure the ordered product from other manufacturers

to minimize delays. This section 11 is without prejudice to BUYER's right to liquidated damages for delay or any of BUYER's other rights.

13. If delay continues after BUYER is entitled to receive the maximum amount of liquidated damages, or if it appears highly probable to BUYER that the SUPPLIER will be unable to fulfill the contract BUYER has, without prejudice to or limiting BUYER's other rights, right to terminate the Order in whole or in part by giving written notification thereof to the SUPPLIER.

14. BUYER shall lodge its claims liquidated damages and other claims related to or arising out of delay within twentyfour (24) months as of the date when full and complete delivery took place. No other time bar shall be applied. No other time bar, whether pursuant to law or otherwise, shall be applied to the detriment of the BUYER.

PAYMENT

15. The BUYER will pay the purchase price of the Goods and/or Work after the Goods and/or Work has been approved and accepted completely. The SUPPLIER shall issue an itemised invoice within 60 (sixty) days minimum payment term after approval.

16. Unless otherwise agreed in the Order, the Goods shall be invoiced by delivery batches and the Work shall be invoiced monthly by the SUPPLIER. Enclosed with the correct invoice there shall also be documents, certificates and as-built drawings, if required in the Order in question. All payments to the SUPPLIER shall be paid against the correct invoice only. The SUPPLIER is not entitled to charge any additional fees for invoicing of small orders or delivery fees.

17. In case of a dispute arising between the BUYER and the SUPPLIER concerning the Goods and/or Work (e.g. complaints), the BUYER is entitled to defer the payment of the share under dispute until the dispute has been resolved. The SUPPLIER is not entitled to charge a delay interest for the deferred payment in this case. Otherwise, the late payments are subject to annual interest of 7 %.

18. The price(s) stated in the Order shall be comprehensive and include all duties, levies, local taxes and social contributions in the country of origin but always excluding the value added tax (VAT).

LIABILITY FOR DEFECTS AND OTHER BREACH

19. SUPPLIER is obliged to remedy all defects due to faults in designs, materials, workmanship or other reason by repairing or replacing at BUYER's choice the Goods or Work without undue delay at the premises stipulated by the BUYER. SUPPLIER's liability to remedy defects commences upon delivery and covers all the above mentioned defects that arise within 24 (twenty four) months from the date the Goods or Work in question were taken in to service, or, in case of Goods, or 36 (thirty six) months from the date the Goods were delivered to BUYER, whichever period expires first.

20. BUYER shall give SUPPLIER at latest one (1) month after the time period specified above in clause 19, written notification of defects occurring. No other time bar, whether pursuant to law or otherwise, shall apply to the detriment of the BUYER.

21. If the Goods must be returned to enable the SUPPLIER to carry out the repair, all transportation costs including those covering return to BUYER and/or the relevant site/vessel shall be borne by SUPPLIER.

22. If SUPPLIER fails to meet its obligation to repair or replace defective parts within reasonable time, BUYER may give SUPPLIER written notification of a final date for compliance with this obligation. If this obligation is not met by this date, BUYER shall be entitled, at its choice, to have the necessary repair carried out, or have new parts made, on SUPPLIER's cost and at SUPPLIER's risk.

23. If BUYER determines that the defect is of material significance, BUYER may cancel the Order by giving SUPPLIER written notification thereof. BUYER may then demand a rebate or compensation for expenses and losses that it has incurred.

24. SUPPLIER is liable for personal injuries and damage to fixed assets and other property caused by or arising from the Goods or Work or resulting from mistakes or negligence on the part of SUPPLIER or persons acting on its behalf. SUPPLIER undertakes to indemnify BUYER against liability incurred by BUYER in respect of third parties for damage cause by the Goods or Work.

25. Any property of the BUYER or of a customer of the BUYER in the possession of the SUPPLIER is at the responsibility of the SUPPLIER and the SUPPLIER shall take out appropriate indemnity insurance for such property. The SUPPLIER is liable for any damages for any property of the BUYER or of a customer of the BUYER in the possession of the SUPPLIER, unless the SUPPLIER proves that the damage has been caused by wilful or negligent action of the BUYER or a person in the BUYER's employment or another subcontractor of the BUYER. The SUPPLIER has no right of retention or lien on any property of the BUYER or of a customer of the BUYER.

26. Notwithstanding the above in clauses 19-25 or elsewhere in these general conditions, the SUPPLIER shall indemnify and hold the BUYER harmless from and any and all damages, costs and liabilities incurred by the BUYER as a result of or arising out of any defects in the Goods or Work or other breach of the SUPPLIERS obligations.

FORCE MAJEURE

27. Neither SUPPLIER nor BUYER can demand compensation for losses sustained by the respective parties arising out of delay on their respective parts if the party in default can establish that the delay was caused by issues

beyond the control of the relevant party and which such party could not have foreseen or reasonably overcome, such as: national union strikes; fire; war; extensive military mobilization, requisitioning or seizure; foreign exchange restrictions; riots and commotion; shortage of means of transportation; or a limitation in the supply of power.

28. The party claiming to be affected by Force Majeure shall notify the other party in writing without delay on the intervention and cessation such circumstance.

29. The exclusion of liability applies as long as the hindrance exists, but BUYER retains the right to terminate the contract if it entails a delay that would without the Force Majeure give rise to such a right, pursuant to the clause 13 above.

DISPUTES, LAW

30. All disputes arising out of or in connection with the Order shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by three arbitrators appointed in accordance with the said rules. The venue shall be Helsinki, Finland. The language to be used in arbitration is English.

31. The Order and the contractual relationship between BUYER and SUPPLIER shall be governed by the substantive laws of Finland, without applying its choice of law provisions that would direct the applicability of a law of another jurisdiction.

VARIATIONS, SUSPENSION AND CANCELLATION

32. BUYER has the right to order such variations to the scope of supply as in BUYER's opinion are desirable. Variations to the scope of supply may include an increase or decrease in the quantity, or change in character, quality, kind or execution of the work or any part thereof. In case variations are ordered by the BUYER, all effects to the price and/or delivery time of the Order shall be duly manifested by the SUPPLIER within 14 (fourteen) calendar days. Otherwise, SUPPLIERS right to price increases or changes in delivery time shall be deemed forfeited.

33. The BUYER has the right to cancel an Order in full or in part at any time before the agreed delivery time. If the BUYER exercises the cancellation, the SUPPLIER agrees to take all reasonable efforts to minimise the costs incurred. If an Order is cancelled, the SUPPLIER shall without undue delay manifest all the direct costs due of the material and work accrued at the point of cancellation, however, not to exceed the Order price of each item.

34. The title to all complete and incomplete Goods and Work shall be transferred from the SUPPLIER to the BUYER when the costs in the preceding clause 33 have been reimbursed to the SUPPLIER by the BUYER.

35. The BUYER may postpone the delivery time of an Order or part thereof. The SUPPLIER must in such a case immediately discontinue the fabrication of the Goods and/or Work. The SUPPLIER shall not be entitled to any reimbursement of additional costs arising out of such postponement. However, if the postponement exceeds 120 calendar days, the order is, unless the parties separately agree on a longer postponement, considered as cancelled by the BUYER, and in such case clause 33 above shall apply.

ASSIGNMENT

36. The SUPPLIER shall not assign or transfer any of its rights and obligations under the Order without a written consent from the BUYER. In case an assignment has been made without a consent from the BUYER the SUPPLIER shall be deemed to compensate the BUYER with 100% of the contract value.

EXTRAORDINARY TERMINATION

37. BUYER has the right, without prejudice to its other rights and remedies, to terminate the Order without incurring any liability if the SUPPLIER materially breaches the terms of Order, ceases or threatens to cease to carry on a substantial part of its business, enters into bankruptcy or liquidation, or in case of a change of control in the SUPPLIER. If the BUYER exercises its option to terminate the Order under this clause, the BUYER shall be entitled to the full compensation by SUPPLIER for any damage caused by the SUPPLIER's failure to fulfil the Order. At the request of the BUYER, the SUPPLIER shall also deliver to the BUYER all Goods and Work (whether finished or not), which the BUYER has already paid to the SUPPLIER.

38. Upon termination of the Order SUPPLIER shall render all necessary assistance to BUYER upon request to effect an orderly hand-over so that the products are supplied with the minimum level of interruption or inconvenience.

NO WAIVER

38. The BUYER does not waive any of its rights under contract or law even though it occasionally or regularly decides not to exercise its rights under contract or law.