

GENERAL TERMS AND CONDITIONS

OF PURCHASE OF SERVICES 06/2011

1. APPLICABILITY

These General Terms and Conditions of Purchase of Services (hereinafter "General Terms and Conditions") shall apply exclusively for any and all purchase of services by Konecranes (hereinafter "Purchaser") from a supplier (hereinafter "Supplier") unless otherwise agreed in writing between the Purchaser and the Supplier (hereinafter "Parties").

These General Terms and Conditions shall supersede and exclude any other terms and conditions of sale or purchase even if the Purchaser has not explicitly excluded them.

2. DEFINITIONS

The following capitalized terms shall have the meanings assigned to them:

"DELIVERY" Completion of performance of the Services and delivery of the Results by the Supplier to the Purchaser in accordance with the terms of the Purchase Agreement.

"DELIVERY TIME" Delivery time of the Services and the Results specified in the Purchase Agreement.

"END USER" The customer of the Purchaser purchasing the end product of which the Services or the Results form a part.

"PURCHASE AGREEMENT" Written purchase agreement, purchase order or any other similar document of purchase of Services and Results including these General Terms and Conditions and any and all appendices attached to the document of purchase.

"PURCHASE PRICE" The total price of the Services and the Results defined in the Purchase Agreement.

"PURCHASER'S DOCUMENTATION" Reports, documents, files and other material or information or which has been created, acquired or developed by the Purchaser to the performance of the Services prior, in connection with or after the performance of the Services.

"RESULTS" Material, including but not limited to reports, documents, files or any other material, which has been specifically developed for the Purchaser in connection with the performance of the Services and/or which has resulted from action of the Supplier or results from the Parties' cooperation in connection with the performance of the Services.

"SERVICES" All work and services that shall be performed by the Supplier for the Purchaser in accordance with the Purchase Agreement. The Services shall also include other necessary works, components, materials and spare parts, even if they are not expressly included in the Specifications, service descriptions or other documentation relating to the Services.

"SPECIFICATIONS" At each given time existing detailed specifications of the Services and Results provided by the Purchaser including but not limited to technical or functional specifications and documentations, instructions and drawings connected to the Services and Results.

"SUPPLIER'S DOCUMENTATION" Reports, documents, files and other material which has been marked as being the Supplier's information or which has been created, acquired or developed by the Supplier prior to the performance of the Services to the Purchaser and which has been delivered to the Purchaser in connection with the performance of the Services.

3. SCOPE OF DELIVERY

3.1 Services and Results

The Services and the Results shall all times meet the Specifications and all other agreed quality and technical

requirements as well as environmental requirements set in the Purchase Agreement and be fit for their ordinary and intended purpose. The Services and the Results shall be provided with the accuracy and the professional skill to be expected from a professional and experienced service provider.

3.2 Safety requirements

Operational safety is an absolute requirement for the end products of which the Service or Result form a part. The Services and Results shall include all specified safety instructions and the Supplier shall ensure that the Services and Results fully satisfy the requirements of any applicable safety laws, regulations and standards. If any additional safety devices are required due to non-compliance with any laws, regulations or standards, they shall be installed at the cost of the Supplier. The Supplier shall be responsible for all inspections and tests related to the safety of the Services and Results required by laws, regulations, standards or the Purchase Agreement, and for the costs arising therefrom.

3.3 Documentation

The Delivery shall include all agreed and necessary documentation including but not limited to technical documentation and instructions relating to the Services and the Results.

4. COMPLIANCE WITH LAWS AND REGULATIONS

4.1 Compliance with laws and regulations

The Supplier shall all times and at its own cost ensure that the performance of the Services and the Results fully comply with all applicable laws and regulations.

The Supplier shall fulfil the requirements set to the business operations of the Supplier by applicable laws, regulations and the Purchase Agreement. The Supplier shall pay all payroll and social security taxes for its employees and all applicable income taxes arising out of or related to the performance of the Services to the Purchaser. The Supplier shall comply with the Konecranes' Supplier Requirements, which include, upon Konecranes' request, also providing certificates to the Purchaser and allowing the Purchaser to inspect the Supplier's business operations. Whenever any work is performed at any facility of the Purchaser, the Supplier shall comply with all applicable safety regulations of the Purchaser and follow any other instructions given by the Purchaser concerning the safety. The Supplier shall be solely responsible for the safety of its personnel and subcontractors employed at the site.

4.2 Environmental and ethical issues

The Supplier agrees to strictly comply with all applicable environmental legislation as well as Konecranes' Environmental Policy. The Supplier shall have all applicable environmental permits and licenses for its operations and the Supplier shall take responsibility of all required and necessary actions and costs relating to environmental issues including but not limited to recycling costs.

The Supplier shall be committed to ethical business conduct and respect for human rights. The Supplier shall operate in accordance with the Konecranes' Business Conduct Principles and respect internationally recognized social and ethical principles. The Supplier shall comply with all applicable labour laws and shall not use or allow use of child labour or forced labour.

The Supplier shall monitor that the environmental and ethical performance of its subcontractors comply with the requirements set in this Article.

The Supplier shall provide evidence on actions under this Article upon Purchaser's request.

4.3 Change in laws

If any modification of the Specifications or any other agreed requirement is necessary due to an

unanticipated change in laws or regulations or in other mandatory orders, requirements or instructions issued by competent authorities after the signing of the Purchase Agreement, the Supplier shall promptly request a modification to be made in accordance with the Purchase Agreement.

5. CHANGES

The Supplier has no right to make or undertake any changes in the Services, Results, Specifications or any other agreed requirements, or any other comparable changes that possibly may affect the quality or Delivery Time of any Services or Results or the correct fulfilment of the Purchase Agreement without the Purchaser's prior written consent. The same requirements prevail in case the Supplier uses materials, products or services supplied by third parties.

The Purchaser shall have the right to request the Supplier to make any changes at any time prior to the Delivery. The Supplier shall promptly undertake to perform any changes required by the Purchaser.

Adjustments to the Purchase Price or the Delivery Time resulting from the change, if any, shall be agreed separately in writing and in accordance with the pricing level and other terms of the Purchase Agreement.

The rights and obligations of the Parties under the Purchase Agreement shall extend to all changes.

6. PERSONNEL OF THE SUPPLIER

The Supplier shall assign personnel of appropriate qualification and experience to perform the Services under the Purchase Agreement.

The Supplier is obligated to replace, without unreasonable delay and at no cost to the Purchaser, any member of its personnel assigned to perform the Services and fulfil obligations under the Purchase Agreement whom the Purchaser considers lacking the necessary competence or with whom the Purchaser finds it obviously difficult to collaborate.

The Supplier shall use all reasonable efforts to avoid any changes in the personnel assigned to perform its obligations under the Purchase Agreement. The Purchaser shall be notified of any changes without delay and the Supplier shall make all reasonable efforts to promptly replace such individual with another person of at least equal competence and experience without any additional costs to the Purchaser.

Notwithstanding any degree of supervision exercised by the Purchaser over any Service, including the Supplier's personnel working on the Services, such personnel shall at all times be deemed to be the employees of the Supplier. Under no circumstance shall the relationship of employer and employee be deemed to arise between the Purchaser and the Supplier or the Supplier's personnel.

7. DELIVERY

7.1 Delivery of the Services and Results

Place of performance of the Services, delivery of the Results and any terms of delivery shall be agreed in the Purchase Agreement.

7.2 The Delivery Time

The Services shall be performed and the Results shall be delivered to the Purchaser in accordance with the Delivery Time. No Services shall be performed and no Results shall be delivered prior to Delivery Time without the prior written consent of the Purchaser.

7.3 Delay by the Supplier

Should the Supplier have reason to assume that it will not be able to meet the Delivery Time, it shall immediately notify the Purchaser in writing, identifying

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both the cause and estimated duration of the delay. This notification does not limit Supplier's liabilities resulting from late delivery.

Should the Delivery Time be exceeded for any reason other than Force Majeure as set in Article 18, or for a reason solely attributable to the Purchaser or anyone for whom the Purchaser is responsible, the Purchaser shall be entitled to compensation as liquidated damages. The amount of liquidated damages shall be one per cent (1 %) of the Purchase Price of the Purchase Agreement for each beginning calendar day by which the Delivery Time is exceeded, up to the maximum of fifteen per cent (15 %) of the Purchase Price of the Purchase Agreement. In the event of the Supplier's delay continuing after the maximum amount of the liquidated damages has materialized, the Purchaser shall be entitled to terminate the Purchase Agreement with immediate effect.

The Purchaser shall not be obliged to prove to the Supplier that actual damage has resulted from the delay in order to claim and receive the liquidated damages. Liquidated damages shall become due at the Purchaser's demand. It is expressly agreed that liquidated damages payable under the Purchase Agreement do not constitute a penalty, and that the parties, having negotiated in good faith for such specific liquidated damages and having agreed that the amount of such liquidated damages is reasonable in light of the anticipated harm caused by the breach related thereto and the difficulties of proof of loss and inconvenience or non-feasibility of obtaining any adequate remedy, are stopped from contesting the validity or enforceability of such liquidated damages.

If more expensive means of transportation or any other actions than otherwise intended must be used in order to limit the effects of the late delivery, or if other additional costs should arise due to the late delivery, any additional costs shall be paid and borne by the Supplier. The Parties agree to use their best efforts to minimize the costs and effects of any delay or anticipated delay.

Nevertheless, the Supplier's obligation to pay liquidated damages shall not exclude the Purchaser's right to compensation for damages incurred to the Purchaser exceeding the aggregate of the liquidated damages paid by the Supplier.

8. TRANSFER OF TITLE AND RISK

8.1 Transfer of title

Title to the Results, components, materials, products and spare parts included in the Services shall pass to the Purchaser upon the earlier of payment or Delivery to the Purchaser. In the event of the Supplier's default, delay or bankruptcy, the Purchaser is given the right to take possession of the aforementioned or to transfer the performance of the Services from the Supplier to another service provider without delay. The rights set in this Article do not restrict the Purchaser's rights to remedies relating to defects or delays defined in the Purchase Agreement.

8.2 Transfer of risk

The risk of the Results, components, materials, products and spare parts included in the Services shall pass from the Supplier to the Purchaser according to the applicable terms of delivery or if no terms of delivery is agreed, at the time of Delivery.

9. REPORTING

Unless otherwise agreed in writing, the Supplier shall provide status and other reports to the Purchaser in a form and at times reasonably requested by the Purchaser.

10. PRICES AND PAYMENT TERMS

10.1 Purchase Price

The total price payable for the Services and the Results shall be specified in the Purchase Agreement as the Purchase Price.

The Purchase Price shall include all applicable taxes and duties, bank charges as well as all other expenses the Supplier may incur through its performance of the Purchase Agreement. Nevertheless, the Purchase Price shall not include value added taxes, unless otherwise agreed in the Purchase Agreement. The Purchaser shall have no obligation to reimburse for the Supplier's travel expenses or travelling time, unless otherwise agreed.

Any adjustment to the Purchase Price shall be agreed separately in writing.

Each Party shall have the right to require correction of obvious calculation and typing errors in the Purchase Price information.

10.2 Payment terms

The payment term is sixty (60) days net from the date of invoice, unless otherwise agreed in writing. The date of invoice shall not be earlier than the date of Delivery. The Purchaser's obligation to pay an invoice is subject to acceptance of the Services and the Results in accordance with Article 12.

10.3 Right to withhold

The Purchaser is entitled to withhold payment in respect of a Delivery which is not completed in accordance with the requirements of the Purchase Agreement until the Delivery is completed. The Purchaser may also withhold any amount owed by the Supplier from any payment of the Purchase Price. The Purchaser shall pay the undisputed amounts payable pursuant to the Purchase Agreement, however, disputed amounts being payable only after the final settlement of such disputes.

11. INSURANCE

The Supplier shall maintain at its own expense adequate insurance to cover any liability it may incur in connection with the performance of its obligations under the Purchase Agreement. The same requirement applies to the subcontractors of the Supplier. Upon demand, the Supplier shall submit all requested certificates of the Supplier's or its subcontractors' insurances to the Purchaser. The obligation to maintain insurances shall have no effect or limit the Supplier's liability by the law or the liability of its subcontractors.

The Supplier shall indemnify the Purchaser for any and all product liability caused by the delivered Services and Results and shall carry adequate insurance coverage for the liability. Unless otherwise agreed in the Purchase Agreement, the insurance coverage limit must not be lower than the equivalent of two million (2.000.000) EUR.

12. ACCEPTANCE OF THE SERVICES

Unless otherwise agreed, the Supplier shall notify the Purchaser in writing when it has performed the Services and delivered all Results to the Purchaser.

After the Delivery to the Purchaser or the End User and successful completion of necessary inspections and tests, the Purchaser will give acceptance for the Services and the Results provided that the Services and the Results meet the Specifications and other requirements set in the Purchase Agreement and the Purchaser or End User has received all agreed documentation.

Any acceptance of the Services or Results by the Purchaser or the End User, with or without inspection, shall not to any extent release the Supplier from any of its obligations to deliver Services and Results that meet

the agreed Specifications and quality requirements or any other requirements set in the Purchase Agreement. Acceptance of the Services and Results shall not limit the Purchaser's right to compensations or any other remedies, if any Services or Results are later found not to meet the Specifications, quality requirements or any other requirements set to the Services or Results. Any acceptance shall not relieve the Supplier from any of its continuing obligations under the Purchase Agreement.

13. WARRANTY

The Supplier warrants that the Services and the Results strictly comply in every respect with the Specifications and all other quality and technical requirements set in the Purchase Agreement as well as requirements provided by applicable laws and regulations. The Supplier also warrants that the Services and Results are free from any defect in materials, workmanship or design, where design is Supplier's responsibility and are fit for their ordinary and intended purpose. The Supplier is responsible for the actual quality control of the Services and Results, and must immediately report to the Purchaser any possible deficiency in the quality of the Services or Results.

The Supplier also warrants that the Services and the Results shall be prepared, performed and delivered in the workmanlike manner and with the accurate and professional diligence and skill to be expected from professional and experienced service provider and in compliance with all applicable laws and regulations, including but not limited to fulfilling its obligations as an employer.

The warranty period shall be 24 months for the Services, the Results, components, materials, products and spare parts included in the Service from the acceptance of the Purchaser or End User, whichever expires earlier (hereinafter "Warranty Period").

During the Warranty Period, without limiting of any rights which the Supplier may have at law by reason of any breach of warranty, all defective or otherwise non-conforming Services or Results shall at the sole discretion of the Purchaser be re-performed, repaired, replaced or refunded by the Supplier without delay and without any cost to the Purchaser or End User.

The Warranty Period for the re-performed Services or repaired or replaced Results shall be renewed starting from the date when the re-performance, repair or replacement was approved by the Purchaser or the End User.

Should the Supplier refuse or fail to fulfil his warranty obligation to the Purchaser's satisfaction within a reasonable period of time, the Purchaser shall be entitled to have re-performance, repair, replacement or a correction carried out at the Supplier's expense. The same right shall accrue to the Purchaser, if in case of urgency the Purchaser finds it inappropriate to wait for the Supplier to carry out the work. If possible, the Purchaser shall inform the Supplier before carrying out the re-performance, repair, replacement or the correction.

In case none of the aforementioned corrections can reasonably be carried out, the Purchaser shall have the right to a refund of the Purchase Price of the Services or Results not meeting the warranty given by the Supplier. If the error or fault is substantial, the Purchaser shall be entitled to terminate the Purchase Agreement relating to the erroneous or faulty Services or Results.

In addition to the abovementioned consequences the Supplier shall be obligated to indemnify the Purchaser for damages caused by erroneous or faulty Services or Results. The warranty obligation of the Supplier does not limit any rights to damages of the Purchaser.

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14. RIGHTS TO TOOLING, COMPONENTS AND MATERIAL

Title to all tools, moulds, jigs and other similar items (hereinafter "Tooling"), other products, components, material and any other property submitted to the Supplier or purchased by the Purchaser prior or subsequent to the Purchase Agreement, shall remain the exclusive property of the Purchaser. Such Tooling and when applicable other property of the Purchaser shall be listed, marked and kept separate from the Supplier's property and not used for any other purposes than for the fulfilment of the obligations under the Purchase Agreement.

Title to the Tooling purchased by the Supplier according to the Purchaser's instructions as a part of the Purchase Agreement and for the fulfilment of the Purchase Agreement, is transferred to the Purchaser at the time of the payment of the Tooling in question by the Purchaser.

The Tooling shall be marked with a type label assigned by the Purchaser and the Supplier shall comply with other reasonable marking instructions issued in writing by the Purchaser.

The Supplier agrees to properly maintain the Tooling at the Supplier's cost and comply with the Purchaser's reasonable written instructions concerning the custody, maintenance and reporting of the condition of the Tooling. The Supplier shall not have any rights to use the Tooling for any other purpose than performing its obligations under the Purchase Agreement. The Supplier shall, at the Purchaser's request, give the possession of the Purchaser's property mentioned in this Article immediately to the Purchaser.

15. AVAILABILITY OF SPARE PARTS

The Supplier warrants the availability of the spare parts, component parts or replacement products for purchase by the Purchaser under commercially reasonable terms for a period of ten (10) years after the date of Delivery, unless otherwise agreed.

16. INTELLECTUAL PROPERTY RIGHTS

16.1 Intellectual property rights

All right, title and interest in and to all copyrights, patents and other intellectual property rights relating to the Specifications, Results and Purchaser's Documentation as well as other information delivered or paid by the Purchaser or its representatives to the Supplier in connection with the Purchase Agreement, shall vest in and be the sole and exclusive property of the Purchaser and shall not, without prior written consent of the Purchaser, be used for any other purposes than for the performance of the Purchase Agreement.

The Supplier shall upon request, without any costs to the Purchaser, promptly execute all such documents as may be necessary to effectuate the vesting in or transfer to the Purchaser of such rights. The Supplier shall assign and cause its employees and subcontractors to assign any and all such rights to the Purchaser and take such additional actions as may be requested by the Purchaser to perfect any right of the Purchaser thereto. In case and to the extent it is impossible as a matter of law to transfer ownership in any intellectual property rights from the Supplier or its employees or subcontractors to the Purchaser, the Supplier hereby grants to the Purchaser and warrants to take all necessary steps to ensure that its employees and subcontractors will also grant to the Purchaser an exclusive, fully-paid up, unlimited, irrevocable, perpetual and worldwide license to use, modify, distribute and exploit, including right to sublicense, any and all intellectual property rights relating to the Results. The

Purchaser will also own all rights in any copies, translations, modifications, adaptations and derivatives of any Specifications, Results and Purchaser's Documentation.

Upon request of the Purchaser the Supplier shall at any time, including upon expiry or termination of the Purchase Agreement deliver to the Purchaser any and all the Results whether or not completed.

Copyright and other intellectual property rights relating to the Supplier's Documentation shall remain vested in the Supplier. The Supplier hereby grants the Purchaser a worldwide, unlimited, royalty-free, perpetual, irrevocable, non-exclusive and sub-licensable license to use, copy and modify the Supplier's Documentation.

The Supplier acknowledges and agrees that the materials in all manuals, instructions, drawings, text, visual designs and displays, and other related materials (copyrighted or not copyrighted) provided by Supplier to Purchaser (hereinafter "Supplier's Materials") may be incorporated by Purchaser into the manuals, instructions, drawings, text, visual designs and displays, and other related works created or used by Purchaser in connection with the sale of Purchaser's goods and services (hereinafter "Purchaser's Materials"). Supplier hereby grants to Purchaser an unlimited, royalty-free, worldwide, irrevocable, perpetual, non-exclusive sub-licensable license to use, reproduce, modify and incorporate Supplier's Materials with and into Purchaser's Materials without use of any copyright or other mark that distinguishes the contents of Supplier's Materials that are used, reproduced and/or incorporated into Purchaser's Materials as being owned by any party other than Purchaser or its affiliates. Supplier hereby acknowledges and agrees that Purchaser may place a copyright or other mark on Purchaser's Materials (that contain Seller's Materials) that would identify Purchaser or its affiliates as the owner thereof.

16.2 Trademarks

Unless otherwise agreed by the Parties in writing, the Supplier shall not have the right to use or make any other reference to any of the Purchaser's trademarks. The Supplier shall not use any of the Purchaser's trademarks in connection with sales to third parties.

16.3 Infringements of intellectual property rights

The Supplier warrants that the Services and Results do not infringe any patents, trademarks, copyrights, design rights or any other intellectual property rights of any third parties. In case of infringement the Supplier shall at its own expense defend, indemnify and hold the Purchaser harmless against all claims, demands, proceedings, losses, damages, costs, charges and expenses which may arise out of any infringement of any third party intellectual property rights.

17. LIABILITIES OF THE PARTIES

17.1 Liability for damages

As the Purchaser's international operations demand promptness and reliability, the Supplier appreciates and accepts the fact that the Supplier shall fulfil all of its obligations with particular care and that even a minor breach may cause considerable damage to the Purchaser or End User.

Any damages and costs incurred by the Purchaser or End User due to any breach by the Supplier or its subcontractor shall be compensated in full by the Supplier.

17.2 Indemnification

The Supplier shall indemnify, defend and hold the Purchaser harmless against all claims, demands, proceedings, damages, costs, charges, expenses and losses including but not limited to claims for injuries or damage to any person or property which may arise out

of or in consequence of the performance of the Purchase Agreement by the Supplier or its subcontractor in respect thereof or in relation thereto.

The Supplier's liability to indemnify the Purchaser as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Purchaser or anyone for whom the Purchaser is responsible may have contributed to the aforementioned. The Parties shall inform each other any demands, lawsuits or actions that relate to the Services or the Results in reasonable time after receiving knowledge of the same.

17.3 Limitation of liability

Notwithstanding anything contained in these General Terms and Conditions neither Party shall be liable for any indirect damages or losses unless such damage is caused by gross negligence or wilful misconduct, breach by the Supplier of the Articles 16 Intellectual Property Rights or 19 Confidentiality. It is explicitly agreed that this limitation of liability is not applicable to damage or losses arising out of death or personal injury. Damages incurred by the End User shall not be considered as indirect damages as such, and they shall be considered under the same principles as damages incurred by the Purchaser.

18. FORCE MAJEURE

Neither Party shall be liable to the other for delay or non-performance to the extent such delay or non-performance is caused by an event of Force Majeure.

Force Majeure shall mean unforeseen events, which occur after the signing of the Purchase Agreement and which are beyond the reasonable control of the Parties including but not limited to war, acts of government, natural disasters, fire and explosions, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the Force Majeure without unreasonable expense.

The Party affected by Force Majeure shall immediately take reasonable steps to limit or minimize the consequences of such Force Majeure.

The Party claiming Force Majeure shall inform the other Party in writing and without delay of the Force Majeure, of the time it began and its expected duration. The end of the Force Majeure shall also be reported in writing.

The Party who has claimed Force Majeure shall prove its effect on the fulfilling of the Purchase Agreement.

If the performance of the Purchase Agreement is delayed more than three (3) months as a result of a Force Majeure, either Party may terminate the Purchase Agreement by sending a written notice of termination to the other Party.

19. CONFIDENTIALITY

The Supplier shall keep confidential and shall not disclose to any third parties or use for any other purposes than those defined in the Purchase Agreement any confidential information received in connection with the Purchase Agreement, such as, including but not limited to technical, commercial, business related, financial or company information.

No confidential information may, without the Purchaser's express written consent, be copied, reproduced, transmitted, communicated or disclosed to a third party or in any other way brought to the knowledge of a third party or utilized by the Supplier for any other purposes than proper performance of the Purchase Agreement.

The Supplier shall ensure that no information regarding the existence and contents of the Purchase Agreement is brought to the knowledge of any third party without obtaining prior consent thereto from the Purchaser. The Supplier shall not use the Purchaser's name or make

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reference to it for any purpose in any releases for public or private dissemination without prior written consent of the Purchaser.

The Supplier will use its best efforts to protect all confidential information from improper, unauthorized, negligent or other inadvertent transfer to any third party. The Supplier shall agree to protect the confidentiality of the information at least with the same degree of care as it exercises with respect to its own confidential information and business secrets.

The Supplier shall limit access to the confidential information of the Purchaser to those of its own personnel and the Purchaser's subcontractors for whom such access is necessary for the proper performance of the Purchase Agreement. Such personnel and the Purchaser's subcontractors shall be bound by written confidentiality obligations not less restrictive than those provided herein.

The Supplier shall, upon the termination of the Purchase Agreement or at the Purchaser's request, immediately return all confidential material to the Purchaser, including but not limited to any copies of the Specifications and the Purchaser's Documentation held by the Supplier.

The obligation of confidentiality shall survive the termination of the Purchase Agreement.

20. TERMINATION

20.1 Termination for default

In addition to any other right or remedy available to the Purchaser at law or set in the Purchase Agreement, the Purchaser has a right to terminate the Purchase Agreement or any part of it with immediate effect and without any liability towards the Supplier in the event that the Supplier is in material breach of its obligations under the Purchase Agreement and has failed to remedy such breach within thirty (30) days of a written demand thereof by the Purchaser. The Services and Results failing to meet the specified quality and/or safety requirements shall always be considered a material breach of the obligations of the Supplier. The Purchaser is entitled to terminate the Purchase Agreement with immediate effect and without any liability towards the Supplier if any proceeding of bankruptcy, liquidation, receivership or insolvency shall be commenced by or against the Supplier or its property, the Supplier is made to be governed by an appointed receiver or trustee or to execute an assignment for the benefit of the creditors, or it becomes otherwise clear that the Supplier as a result of its financial or other difficulties is unable to fulfil its obligations in accordance with the Purchase Agreement.

20.2 Termination for convenience

The Purchaser reserves the right to terminate all or any part of the Purchase Agreement at its convenience with immediate effect following the Purchaser's issuance of written notice to the Supplier. In the event of such termination, the Supplier shall immediately stop all work referenced in the Purchaser's notice of termination. In such case, the Supplier shall be paid a reasonable termination charge consisting only of the actual direct costs associated with the Services and Results already produced by the time of the Purchaser's notice of termination. Should the Purchaser elect to terminate the Purchase Agreement as a result of the Supplier's alleged default in accordance with the preceding paragraph and should it ultimately be determined by a court or other tribunal that the Supplier was not in fact in default under the Purchase Agreement, such termination shall be considered a termination for convenience and governed by the terms of this paragraph.

20.3 Effects of termination

In case of termination, the Purchase Agreement is deemed to be terminated as from the termination date. Any terms and conditions that by their nature or otherwise reasonably should survive a termination shall be deemed to survive.

The Services and Results ordered before the termination shall be delivered by the Supplier within the Delivery Time and in accordance with the terms and conditions of the Purchase Agreement, unless otherwise requested by the Purchaser.

By the termination of the Purchase Agreement the Supplier shall immediately return all Specifications, Purchaser's Documentation, drawings and technical documents, material and Tooling and any other Purchaser's property, which the Supplier has received from the Purchaser or which has otherwise become property of the Purchaser.

21. CONTACT INFORMATION AND NOTICES

All communication between the Parties shall be effected through the representatives named in the Purchase Agreement or their substitutes as notified from time to time by either Party to the other Party in an agreed manner.

Notices will be deemed to have been validly given if delivered personally in writing, sent by registered mail or e-mail or telefaxed to the respective addresses defined in the Purchase Agreement. A notice or document sent by registered mail will be deemed to have been received on the 7th day after mailing. If the notice is sent by telefax or e-mail, it will be deemed to have been received the same day.

22. MISCELLANEOUS

22.1 Amendments

Modifications and amendments to these General Terms and Conditions or the Purchase Agreement shall be valid only if agreed in writing and signed by duly authorized representatives of both Parties.

22.2 Entire agreement

The Purchase Agreement and the appendices listed in the Purchase Agreement shall constitute the entire agreement between the Parties and it shall precede any other document exchanged between the Parties before the date of the Purchase Agreement. No document shall be deemed to be included in the Purchase Agreement without a specific reference.

22.3 Assignment and subcontracting

The Supplier may not transfer, assign or subcontract the Purchase Agreement or any part of its obligations without prior written consent of the Purchaser.

The Supplier shall require its subcontractors to warrant that they fulfil the same conditions as set to the Supplier, in particular requirements concerning the quality of the Services and Results and the insurances. The Purchaser is entitled to terminate the Purchase Agreement immediately, if the Supplier breaches this Article. The Supplier shall be liable for the work of his subcontractors as for his own.

22.4 No waiver

No waiver is effective unless given in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or condition in the Purchase Agreement or the waiver by either Party of a remedy of any breach of the Purchase Agreement shall not prevent subsequent enforcement of such term or condition nor be deemed to be a waiver of a remedy of subsequent breach.

Notwithstanding anything to the contrary in any of the terms of the Purchase Agreement, any co-operation, requirement, request, direction, instruction, acceptance, consent, approval or other similar action or lack of any of the above mentioned by the Purchaser shall not in

any way or to any extent release the Supplier from any of its obligations in the Purchase Agreement, unless expressly and specifically agreed by the Purchaser in writing when taking such action.

22.5 Severability

If any provision of the Purchase Agreement is held to be unenforceable, in whole or in part, it will not affect the validity of the other provisions of the Purchase Agreement, unless the Purchaser deems the unenforceable provision to be essential to the Purchase Agreement, in which case the Purchaser may terminate the Purchase Agreement with immediate effect upon notice to the Supplier.

22.6 Governing language

The governing language of the Purchase Agreement, all documentation relating to the Services and Results and the correspondence between the Parties shall be English.

23. APPLICABLE LAW AND DISPUTES

23.1 Applicable law

The Purchase Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law and the United Nations Convention on Contracts for the International Sale of Goods.

23.2 Settlement of disputes

The Parties shall strive to negotiate in good faith any disputes arising out of or in connection with the Purchase Agreement. The disputes shall be finally settled under the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in local arbitration of the Purchaser unless otherwise agreed in the Purchase Agreement. The language of the arbitration proceedings shall be English.

The Parties agree to recognize the decision of the arbitrators as final, binding and executable. The arbitration shall be the exclusive remedy for the Parties to the dispute regarding claims or counterclaims presented to the arbitrators.