

# Furuno Finland Oy`s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

## 1 Scope of application

These terms shall apply to the sales and/or deliveries of the products and/or services, which may be those produced or procured by Furuno (defined below) ("Products") or which may be those of a third party but represented or retailed by Furuno ("Other Products

"), as described in the offer or order confirmation in **Attachment 1** between the parties i.e. Furuno Finland Oy ("Furuno", also the "Seller") and the enterprises (the "Customer") in Finland and abroad. These terms shall apply, unless otherwise agreed between the parties in writing. The Seller is not liable for the products of third parties, such as independent software, possibly included to the delivery.

The Seller has the right to use subcontractors in the production of the Products, unless explicitly otherwise agreed with the Customer. In that case the Seller is liable for the work carried out by the subcontractors as it would be its own, however no liability is taken for losses or other similar indirect damage nor liability for damage caused willfully or by gross negligence by the subcontractor, in which cases the subcontractor is liable.

## 2 Order Procedure

The Customer sends a request for an offer or an order related to the Products to Furuno by phone, in writing, by e-mail or by telecopier.

## 3 Entering into the Transaction

### 3.1. The Offer

The Seller's offer shall be valid for the time period mentioned in the offer. Unless the period of validity is not mentioned, the offer is valid for 30 days as of the date of the offer.

The offer shall specify the Products to be delivered, their prices without VAT unless otherwise specified, the term of payment and delivery, the delivery time and the delivery place in Finland, which is EXW (Espoo) (Ex Works, Incoterms ® 2010), unless otherwise agreed.

In the offer the price shall be presented in euros, unless otherwise mentioned in the offer.

These general terms of Furuno shall apply to the offer, unless otherwise explicitly agreed in writing between Furuno and the Customer.

### 3.2. Concluding the Contract

In a transaction based on offers, the contract is concluded when the Customer accepts the Seller's offer.

In case the Customer's order differs from the Seller's offer, the transaction is considered concluded only, if the Seller accepts the order in writing by delivering a specified order confirmation to the Customer.

Otherwise the contract is concluded, when the Seller has confirmed the order by issuing a specified order confirmation to the Customer, in which confirmation the terms that differ from the original order take effect, unless the Customer has proposed changes to them in reasonable time.

The order confirmation shall specify the Products to be delivered, their prices without VAT unless otherwise specified, the term of payment and delivery, the delivery time and the delivery place.

These general terms of Furuno shall apply to the contract, unless otherwise agreed explicitly in writing between Furuno and the Customer.

## 4 Confidentiality

The offer and the order confirmation and related pictures, sketches, calculations, reports and other information presented electronically or otherwise and other documents, as well as intellectual property and other rights related to them, are the property of Furuno and are confidential information, unless Furuno notifies that the title or right to license belongs in some part to a third party. The recipient of an offer or an order confirmation has no right to duplicate, copy or use them to Furuno's detriment or to disclose information on them to a third party or to utilize the tailored technical or other solutions included in an order or order confirmation.

The Customer is not allowed to disclose any information regarding the other party's

# Furuno Finland Oy`s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

business, services or products to a third party. However, this does not concern information, which is in the public domain, which the other party has accepted to be disclosed, which is disclosed pursuant to an enforceable and final order by a court of law or by operation of mandatory and applicable law.

## 5 Seller`s Obligations

### 5.1. Time of Delivery

Unless otherwise agreed, the delivery time is one of the below, or if it concerns a chain delivery or some other continued delivery the delivery time begins from one of the below, however, so that the time is the one whichever is later:

- a) the date *agreed in the order confirmation* or
- b) the *date of concluding the contract*, if a separate agreement on the delivery has been made; or
- c) the day of *acceptance of the delivery*, if the delivery requires an acceptance or a corresponding test drive or trial run; or
- d) the date of *issuing agreed collateral/retainer*.

The delivery may in all cases be made in several entities, in which case the delivery is not considered delayed until the delivery of the last agreed entity has been delayed.

### 5.2. Terms of Delivery

Unless otherwise agreed in writing, the delivery terms are determined to be EXW (Espoo) (Ex Works (Espoo), Incoterms ® 2010).

### 5.3. The Passing of the Liability for Risk

The liability for risk passes to the Customer in accordance with the delivery clause described in section 5.2.

In case the Product is not delivered in time and this is due to the Customer or a circumstance on the Customer`s side, the liability for risk passes to the Customer when the Seller has

performed what is required to enable the delivery in accordance with the contract.

### 5.4. Warranty

Unless otherwise agreed in writing, a warranty holds for the Product sold according to separate, international warranty terms regarding Furuno Products, which is valid for the end-user for twelve (12) months from the date of purchase of the Product, unless otherwise agreed. A warranty for third parties` Other Products holds in accordance with the warranty issued separately by such third parties, if any.

The Seller`s responsibility for any faults and defects in Product is limited to the repair or exchange of the faulty Product in accordance with the warranty terms.

### 5.5. Late delivery

The Seller shall inform the Customer of any delay in delivery immediately after having knowledge thereof and shall simultaneously notify the reason for the delay and the new estimated date of delivery.

When the manufacturer of the Product or a third party`s Other Product or he/she, from whom the Seller procures a part of the Product or a third party`s Other Product, has not fulfilled its agreement due to a delayed or faulty delivery, and hence the Seller`s delivery is late, the Seller is not liable to compensate to Customer the possible damage resulted from this.

If the Product is not assigned or it is assigned too late, and this is no fault of the Customer or a circumstance on the Customer`s side, Customer has no right to demand delivery, if a change in the circumstances has occurred, which essentially changes the relationship between the originally agreed obligations.

### 5.6. Disclaimer

The Seller is under no circumstance liable for Customer`s indirect losses, which encompass inter alia a) the loss of profits; (ii) the loss of sales (iii) decreased turn-over: (iv) decreasing business; (iv) the loss of goodwill; (v) a contract not having been concluded or having

# Furuno Finland Oy`s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

been voided with a third party or liabilities being caused by such an agreement; (vi) the loss of customers; (vii) wasted staff time; or (viii) any other comparable loss.

The overall liability of the Seller is limited to the price paid by the Customer for the Products, to which the grounds for liability are attached.

## **6 Customer`s Obligations**

### **6.1. Inspection of the Delivery**

The Customer is obligated to inspect the delivery within eight (8) working days as of the delivery of the Products, unless otherwise explicitly agreed, and notify a possible fault to the Seller in accordance with section 6.9.

Projects possibly sold by Furuno as an entirety shall always be agreed upon separately.

### **6.2. Purchase price**

The purchase price is the price agreed in the contract or in the order confirmation. However, the Seller has the right to revise the purchase price when needed in a way separately notified by the Seller in accordance with the conditions in section 6.5 below.

If the purchase price is not agreed, the purchase price is the recommended price charged by the Seller.

### **6.3. Disbursement of the purchase price**

Unless agreed otherwise, the payment time is fourteen (14) days net and the payment time is calculated from the date of the invoice.

If the purchase price has not been paid or no agreement has evidentially been made about the payment of the purchase price on time, and this delay of the payment is not due to the Seller, the Seller has the right to delay additional or partial deliveries, until the payments due have been disbursed or acceptable collateral given. In addition, the Seller has the right to refrain from deliveries, when it is obvious on the basis of the notification from the Customer or otherwise that its disbursement will be essentially delayed. The Customer has no right to claim compensation for such delay.

### **6.4. Complaints about the Invoice**

The Customer shall present possible complaints related to the invoice to the Seller within eight (8) working from the date of the invoice.

### **6.5. Revision of the Purchase Price**

The Seller reserves the right to revise the prices, if the exchange rates, import duties or other payments not dependent of the Seller, taxes or other public fees change before the Customer has disbursed the payment.

In addition, the Seller reserves the right to raise the prices included in the price list without notifying the Customer separately. The changed price is applied to those Products, which the Customer orders after the price change takes effect.

### **6.6. Late payment**

In case payment is delayed, interest is levied for the duration of the delay according to the interest rate applied by the Seller in its invoices from time to time from the due date of the invoice. In addition, the Seller has the right to charge reasonable collection costs.

### **6.7. Delay of the Customer**

In case the Seller has to postpone the delivery due to the Customer, the Seller has the right to collect interest for the duration of the delay in accordance with section 6.6. In addition, the Seller has the right to compensation also for other costs, such as, e.g., exchange rate losses, storage costs and the damage caused by the aging of the Products or their updates.

### **6.8. Collaterals and pre-payment**

If collateral or a retainer has been agreed to be made, this shall be done before commencing delivery of Products. The Seller has, if necessary, the right to demand collateral or a pre-payment of the purchase price at the start of or during the project.

### **6.9. Reclamation and correction of a fault**

If a delivery is faulty in any part, party shall notify the other party in writing within eight (8) working days from the delivery date. The Seller has the right to primarily correct the fault or to deliver a new Product or Other Product. The

# Furuno Finland Oy`s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

Customer has no right to demand delivery, if there is such a change in the circumstances, which essentially changes the relationship between the originally agreed obligations.

## **7 Cancellation of the Contract**

### **7.1. Customer`s Cancellation Right**

Furuno is committed to the delivery of quality Products and Other Products and relating services on time. In case the delivery would essentially differ from what was agreed and the fault could not be corrected upon Customer`s written remark within a reasonable time period or if the delivery would be delayed due to a matter totally and clearly dependent on the Seller in such a way that unreasonable harm is caused to the Customer, the parties are obliged to negotiate amendment of the matter and ultimately, if a settlement is not reached, the parties may decide that the contract is cancelled, in which case the parties immediately mutually return any performed activity already made. Party has no right to demand compensation for any other than direct damage and only if causality can be asserted. The Seller has the right to retain the purchase price until the compensation of a possible damage has been solved.

However, if the Product, being the object of the transaction, is produced or procured especially for the Customer in accordance with its instructions and wishes, and the Seller cannot utilize the Product in another way without significant losses, the Customer has the right to cancel the transaction because of the Seller`s delay only if the purpose of the transaction cannot essentially be reached on its side due to the delay.

### **7.2. Seller`s Cancellation Right**

In case the purchase price is not paid on time and this is not due to the Seller, the Seller has the right to cancel the transaction or part of it, if the Customer has not yet received the Product and the delay is essential.

The Seller has the cancellation right also, in case on the basis of the Customer`s notification or otherwise it is obvious that the

payment by the Customer will be delayed essentially.

In addition, the Seller may cancel the transaction, in case the Customer does not contribute to the transaction in the agreed or other reasonable way and within the time frame given by the Seller. The Seller has the right to cancel the transaction without liability to compensate, in case importing the Product or Other Product becomes impossible or essentially more expensive than initially expected by the Seller due to an international treaty binding Finland or import restrictions or another act of an authority (e.g., import limitations and restrictions or increased customs tariffs).

### **7.3. Force Majeure**

The Seller shall not be obliged to fulfill the contract and shall not be liable for delays and damage occurring due to an impediment beyond the control of the Seller and concerning the delivery of the Product, Other Product or part thereof, which impediment the Seller could not reasonably be expected to have taken into account at the time of the conclusion of the contract and the consequences of which the Seller could not reasonably have avoided or overcome. Force majeure is considered to include and cover among others labor dispute, fire, war, mobilization, confiscation, requisitioning, trade and currency restrictions, insufficiency of transports, disturbance of traffic, general insufficiency of products, restrictions on capacity, natural catastrophes including outburst and the defects and delay in subcontractor`s delivery due to the aforementioned reasons. Strike, lock-out, boycott and other industrial action is considered to be force majeure also when the party has been subject to it or has participated in it.

The Seller shall without delay give notice to the Customer of force majeure as well as of its expiry as possibly known. The Seller shall give notice to the Customer, when the delayed delivery may take place.

Also when the fulfillment of the contract is beyond the Seller`s control and requires sacrifices, which are unreasonable compared to any benefit thereof to the Customer, the Seller shall not be liable for fulfilling the contract. The

# Furuno Finland Oy`s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

Seller shall not be liable for compensating to Customer the damage caused by the unmet contract and may also cancel the contract.

## **8 Insurance**

The parties manage the insuring of the Product and Other Products in accordance with the distribution of risk described in the terms of delivery. Other insurances shall be agreed upon separately in writing.

## **9 Liability of the damage caused by the Product**

When the Product or Other Product is assigned to the Customer, Furuno shall not be liable for damage caused by it to the Customer or to its customer when relating to:

- a) real property or movables or the result of damage thereto nor
- b) a product produced by the Customer or a product included therein.

When the Seller is made liable for damage or loss caused to a third party, the Customer shall indemnify the Seller therefore, if the Seller is in accordance with the aforementioned subsections a) and b) free from liability for the corresponding damage or loss caused to the Customer.

In case a third party presents claims to the Customer for features in the Products and Other Products in accordance with mandatory product liability legislation and for which the Seller is liable under the said legislation, the Customer commits to notifying these demands to the Seller immediately and refrains from admitting liability or offering a settlement before it has negotiated with the Seller on how to handle the matter. The Seller, another company in the Furuno group of companies and the third parties that are the manufacturers of Other Products have the right to independently defend themselves against the demands and reconcile in the name of the Customer and the Customer commits to assist the Seller in reasonable ways demanded by the Seller.

## **10 Transfer of Title**

The title of the Products and Other Products transfers to the Customer after the purchase price has been fully paid to the Seller, unless otherwise separately agreed.

## **11 Intellectual Property Rights**

Unless otherwise agreed, Furuno has and shall have copyright and all other intellectual property rights (included, inter alia, the right to patent, to protect with a trademark) and the related rights of usage and prohibition to all documents, devices, models and prototypes constructed in the fulfillment of the contract and all other works, products, applications or information born out of the fulfillment of the contract. By virtue of these terms or due to the contract, no title or rights to use the intellectual property rights, such as inter alia the rights to innovations, inventions, trademarks, know-how, utility models, copyright or patents, shall transfer from Furuno to a third party without a separate, explicit agreement, regardless of whether the intellectual property right in question is protected, possible to protect or for the time being unprotected.

Furuno may in its business use its group company`s or a third party`s intellectual property rights in the Products and in Other Products, in which case the title to or the right to use the intellectual property rights used on the basis of such licensing shall not transfer to party or to a third party, unless otherwise agreed. The party may have the right to use such intellectual property right only in the scope and in a way required in these terms and only to fulfill obligations under the contract.

The Products are sold solely attached with the brand, logos, trademarks or other product marks ("Marks") of Furuno and correspondingly, Other Products retailed by Furuno attached with the third party`s symbols and marks, unless otherwise agreed in writing. The Marks, i) which include the mark or word "Furuno", or/and (ii) which Furuno has registered or the registration proceeding is pending; and/or (iii) which the Seller has separately notified, are the Seller`s exclusive property or property which the Seller has licensed from a group company or other company. The Customer has and shall not have any rights to the Marks.

# Furuno Finland Oy` s General Terms of Sale and Delivery

Valid as of 15 March 2014 until further notice

A written permission from Furuno or a third party shall be received in advance for the utilization of the Marks as well as other intellectual property rights and they shall be used in accordance with the instructions given by Furuno or the third party. The customer commits to refraining from actions that could harm or reduce Furuno` s or third party` s right to the Marks or other intellectual property rights. All written materials of the Customer shall include information that the Marks and other intellectual property rights are the property of Furuno or a third party. The Customer shall market the Products in such a way that Furuno or a third party is mentioned to be the manufacturer of the Products or Other Products. The Customer commits not to file registration of the Mark or a mark similar to it or any other intellectual property right mentioned herein nor to seek protection or registration thereof in any country. The Customer shall notify Furuno of any infringement that comes to its attention related to the Marks or the intellectual property right owned, used or licensed by Furuno.

## **12 Data Privacy and other terms**

### **12.1. Data Privacy**

The parties are obliged to comply with the legislation and regulations concerning the data privacy in force at one time and to ensure that the personal data which is possibly disclosed in connection with the delivery or utilization of the Products or which is disclosed by party and concerns either party is handled as confidential. The location, log and other personal data is not allowed to be saved, used or left unprotected or undestroyed when necessary without lawful grounds. The parties maintain database descriptions in the scope needed.

### **12.2. Notifications**

Notifications shall be sent in writing, e.g. by email, to the other party and the sender is liable for the other party receiving them.

## **13 Governing law and dispute settlement**

These terms shall be governed by and construed in accordance with the laws of Finland.

The disputes related to the contract between Seller and Customer shall primarily be settled by negotiations between the parties. Unless otherwise agreed, the disputes shall be finally settled in accordance with the Finnish law in arbitration in Helsinki by a single arbitrator. The Arbitrator shall be appointed by the Finnish Central Chamber of Commerce and the arbitration follows the rules regarding the expedited arbitration.

In any case, the Seller has the right to claim a receivable fallen due based on the contract in the district court of the Seller` s domicile.

If any term or condition is later held to be unlawful or unenforceable, this determination shall not affect the other of these terms.