

SCANSATEC's General Conditions of Sale

The terms and conditions of sale contained herein (the "Agreement") shall apply to all quotations and offers to sell and purchase orders accepted by Scansatec Oy. Acceptance of any offer to purchase made by or purchase order issued by buyer is expressly made conditional on the terms and conditions of sale as set forth in this Agreement irrespective of whether the buyer accepts them in writing, by implication or by acceptance of and payment for the goods sold hereunder. The Agreement shall govern the contractual arrangement entered into between Scansatec and buyer with respect to the goods sold hereunder to the exclusion of any terms or conditions of purchase proposed by buyer.

- Quotations and Prices.** Unless otherwise specified in writing, all quotations are firm for, and expire, sixty (60) days after the date thereof and constitute offers, provided that budgetary quotations and estimates are for preliminary information only and shall neither constitute offers, nor impose any responsibility or liability upon Scansatec. Unless otherwise stated in writing by Scansatec, all prices quoted shall be exclusive of transportation, insurance, taxes, customs fees, duties and other charges related thereto, and buyer shall report and pay any and all such charges and hold Scansatec harmless therefrom. Prices quoted relate only to the goods referenced in this Agreement and do not include intellectual property, industrial property, or patent rights of any kind, nor shall they include product testing other than Scansatec's standard tests.
- Delivery and Risk of Loss.** Unless otherwise agreed by Scansatec on the face of this order acknowledgement, the delivery term for the goods referenced in this Agreement is Ex Works (EXW) Incoterms® 2010. Goods held by Scansatec at buyer's request beyond the scheduled delivery date shall be at buyer's risk and expense. Freight and associated duties incurred by Scansatec in shipping the goods, if agreed to by Scansatec, shall be invoiced to buyer. Buyer shall be responsible for expenses incurred by Scansatec where, at buyer's request, Scansatec packs product in other than its normal manner.
- Legal Title.** Title to the goods shall not pass to buyer until Scansatec has received from buyer full payment of the Agreement invoices and the buyer has fully settled all other payment obligations resulting from the business relationship between Scansatec and buyer. As long as title to the goods belongs to Scansatec, buyer is obliged to maintain the goods with due care. Buyer shall notify Scansatec without undue delay of any seizure of the goods or other intervention by third parties affecting the goods, and of any loss, damage or destruction.
- Termination or Change.** Buyer shall not terminate, suspend performance, reschedule or cancel delivery or issue a "hold" order under this Agreement in whole or in part, without Scansatec's prior written consent and upon terms that will compensate Scansatec for any loss or damage resulting from such action. Buyer's liability shall include, but not be limited to, the price of product delivered or held for disposition, the price of services already performed, and for work in process, incurred costs and a reasonable allocation of general and administrative expenses, plus Scansatec's loss of profits thereon. Any such termination shall be subject to a minimum termination charge of twenty-five percent (25%) of the value of the sales terminated. If delivery of the goods referenced in this Agreement is delayed by buyer, Scansatec may invoice buyer when Scansatec is prepared to ship. Scansatec may invoice buyer immediately upon termination or cancellation or suspension of any order.
- Payment Terms.** Payment is required to be made for the total invoice amount on the date and in the currency specified on the invoice, without any deduction or set-off of any kind whatsoever. Unless a credit limit has been established for buyer, Scansatec may require prepayment, a down payment or a confirmed irrevocable letter of credit acceptable to Scansatec, at buyer's expense, in advance of shipment. If credit is granted, payment is due at the time prescribed on the invoice with the credit term beginning on the date of invoice, which will not be earlier than the date of delivery. Any amounts not paid when due shall bear interest at the rate of 2,0 % per month, from the date due until paid, without prejudice to claim all costs, including reasonable attorney fees, expended in collecting overdue charges.
- Taxes.** Any tax or related charge that Scansatec shall be required to pay to or collect for any government in connection with this Agreement, including, without limitation VAT (though excluding tax incurred based on the net income of Scansatec), shall be billed to buyer as a separate item and paid by buyer, unless a valid exemption certificate is furnished by buyer to Scansatec.
- Returns.** Goods which are complete, unused, undamaged and in their original packing may be returned, subject to the prior written agreement of Scansatec. Buyer will be charged a return fee equal to 15% of the invoice value of the returned goods.
- Limitation of Notification Period and Consequences.** Scansatec warrants to buyer that the goods referenced in this Agreement and delivered to buyer will conform to the relevant technical specifications previously delivered by Scansatec or, if not previously delivered, then delivered herewith. The foregoing warranty shall be valid for a period of 12 months from the date of delivery. In the event that any goods delivered by Scansatec do not meet the foregoing warranty, such shall be deemed defective and Scansatec will give an proper solution to solve a problem. The foregoing warranty is Scansatec's sole warranty with respect to any goods delivered to buyer hereunder and is conditioned on (i) all claims regarding any defective goods must be made in writing to Scansatec within ninety (90) days from the date of delivery of the relevant goods, and (ii) the defective goods shall not have been damaged or destroyed by buyer or its personnel. This warranty applies only to buyer and may not be assigned or extended by buyer to any of its customers or other users of the goods. This warranty does not extend to any system into which the goods are incorporated. Scansatec shall be allowed a reasonable period to investigate any claim relating to defective goods and shall be given access to buyer's relevant records and data for this purpose. The above warranty does not apply to, and Scansatec makes no warranties with respect to products that experimental products or prototypes (all of which are provided "AS IS"). THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY OFFERED BY SCANSATEC. IT IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- LIMITATION OF LIABILITY.** Subject to any mandatory requirements under the governing law, Scansatec's liability to buyer arising under or otherwise related to this Agreement, whether such claim is based in contract or tort or under any other legal theory, shall be limited in aggregate, in each calendar year, to 100% of the purchase price paid by buyer for goods purchased hereunder by buyer from Scansatec during such calendar year. In no event shall Scansatec be liable for special, consequential, incidental or indirect damage, such as the loss of capital, use, substitute performance, production or profits hereunder, or any claims at whatever nature by third parties.
- Intellectual Property Indemnity.** With respect to intellectual property matters and matters governed by the Finnish Law, Scansatec's sole and exclusive liability is to indemnify buyer only against claims based upon infringement of issued patents, utility models and European patents granted with effect in EU and then only with respect to goods forming part of Scansatec's at any time existing standard line of products. This indemnification does not apply to claims for infringement of patents or utility models covering composite structures or systems into which the goods referenced in this Agreement may be incorporated by buyer. Scansatec's sole obligation under this indemnification shall be the assumption of the defense of any such suit brought against buyer. Scansatec shall be given exclusive control of the defense of such claim, including settlement, and buyer, at its own cost, shall as it may be reasonable required assist Scansatec in the conduct of such defense. Scansatec's total liability hereunder shall be limited to its out of pocket costs up to, but not exceeding, the amount paid by buyer as the purchase price attributable to the goods that are the subject of the claim or claims. Buyer assumes and will hold Scansatec harmless from and against any claims for patent infringement or infringement based on other intellectual property rights including EU Practices Act for products manufactured to buyer's design or specifications or specially designed by Scansatec to meet buyer's requirements. Buyer grants to Scansatec a royalty-free license to use, for the purpose of making the goods ordered by and selling them to buyer, any intellectual property rights or right that buyer owns or to which buyer has licensing or sublicensing rights.
- PROPRIETARY RIGHTS AND SOFTWARE LICENSING.** Scansatec shall license the Software to Customer in accordance with Synamedia's End User License Agreement ("EULA"), which may be found at www.Synamedia.com/go/eula. Customer shall comply with all terms contained therein. Nothing in this agreement is deemed to assign any intellectual property rights to the other party and the parties shall retain all rights in any intellectual property delivered to the other party under this Agreement.
- Excuse of Performance.** Except with respect to buyer's obligation to make timely payments when due, neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, explosion, war, strike, embargo, government requirement, civil or military authority, act of God, nature or the public enemy, inability to secure material or transportation facilities, inadequate yield of products despite Scansatec's reasonable efforts, act or omission of carriers or any other causes beyond its reasonable control.
- Choice of Law and Venue.** This Agreement and the performance of the parties' obligations hereunder shall be governed by the laws of Finland without regard to its conflicts of laws principles that would have a contrary result. The City Court of Turku, shall have exclusive jurisdiction over any disputes arising from or relating to this Agreement.
- Entire Agreement.** Except for any written agreement between the parties relating to confidentiality of proprietary information, the terms and conditions contained in the Agreement supersede all prior oral or written understandings between buyer and Scansatec and shall constitute the entire Agreement with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a writing signed by a duly authorized officer of buyer and Scansatec.