



8.4. In the event that the goods subject to Retention of Title are resold either unprocessed or following processing, mixing or blending with other goods that are the property of the Buyer, the Buyer assigns to the Seller the entire proceeds of resale. Should the goods subject to Retention of Title be resold by the Buyer after processing, mixing or blending with goods not belonging to the Buyer, the Buyer shall assign to the Seller the proceeds of resale up to the value of the goods subject to Retention of Title. The Buyer is empowered under the terms of the assignment to collect these receivables. The right of the Seller to collect these receivables himself is unaffected by this; however the Seller undertakes not to collect the receivables himself as long as the Buyer meets his payment and other obligations in an orderly manner. The Seller may at any time require the Buyer to advise him of the assigned receivables and their respective debtors, to give him all information necessary for the collection of the receivables and to furnish him with all relevant documents, as well as to advise the debtors of the assignment.

8.5. If goods in the Buyer's custody which are subject to Retention of Title in favour of the Seller are attached by any third party, the Buyer shall inform the officials concerned of the existence of the Retention of Title in favour of the Seller and inform the Seller of the attachment forthwith. If any goods which are subject to Retention of Title in the custody of the Buyer's customers are attached, the Buyer shall at his own expense take all measures necessary to secure release from such attachment.

8.6. In the event of suspension of payment or petition for the institution of insolvency proceedings, the Buyer shall separate the goods subject to Retention of Title from the rest of its inventory and retain custody over such goods.

8.7. The Seller shall be under an obligation to release the excess security on the Buyer's demand to the extent that its realizable value exceeds the receivables secured by more than 20%.

#### **9. Limitation of liability**

9.1. When the goods are not in accordance with the agreed specification or the delivery is incomplete, the goods shall be exchanged for the correct ones or the delivery shall be completed if so desired by the other party, providing that the exchange or completion can be carried out without difficulty. The seller's liability for inaccurate or incomplete deliveries is limited to the terms outlined in point 9.1.-9.3. The seller is not liable for any consequential or indirect damages or losses caused by the inaccurate goods or incomplete delivery. The seller's overall liability shall be limited, in respect of each separate sales contract, to the net sales price (taxes and costs excluded).

9.2. The seller is not liable for the application of goods for specific purposes unless so warranted in writing.

9.3. The seller does not warrant or guarantee that the use, resell or other handling of the product does not infringe upon a third party's patent, trademark or other industrial rights, nor is the seller obligated to compensate the buyer for damages and expenses resulting from any such infringement.

#### **10. Complaints**

Upon receiving the goods, the buyer shall immediately notify the seller in writing of any inaccuracies or shortages the buyer has or should have noticed if practicing adequate carefulness.

If the damage has occurred during transport, a corresponding entry must be made in the freight documents immediately upon acceptance of the goods, and it must be reported in writing to the seller. If the buyer neglects these obligations, he forfeits his right to claim any inaccuracy or shortcoming.

The buyer shall give written notification to the seller of any defect in the product, which cannot be observed during an adequate inspection upon receipt of the products, within 4 weeks of receiving the product. However, in order to retain his rights, the buyer must prove the origin of the products (packaging list or the like).

The buyer shall store in a covered storage area any products for which a complaint has been submitted for at least two weeks after providing written notification to the seller so that the seller can, if desired, inspect said products at the buyer's facilities.

The buyer shall send a sample of the said products to the seller by mail immediately after the written notification of formal complaint. If mailing the sample is impossible to organise i.e. the products have already been installed, the seller will inspect the goods in question at the buyer's facilities. Claims will only be considered up to the value of the replacement material unless otherwise agreed.

#### **11. Product liability**

For damage caused by attributes of the product, or incorrect or insufficient information, instruction or advice related to the product, the seller is liable for personal damages, damage caused to real property, damage to products that contain the sold goods, or damage to movable property, however, only providing that the buyer can prove the damage was caused by the intentional or gross negligence of the seller. The seller is not liable in any case for production stoppages, lost profit or other indirect damages. The buyer shall indemnify and hold the seller harmless against any third party claims on the basis of product liability, unless it can be demonstrated that the seller or its agent has caused the damage intentionally or through gross negligence.

#### **12. Force majeure**

12.1. Force majeure shall mean any supervening unforeseeable circumstances beyond the control of either party, for example actions taken by Finnish or foreign authorities, war, labour disputes, extensive military drafts or other impediments to maintain a workforce, shortage of transportation, raw materials, electricity or other energy, subcontractor delays, fire, production facility disruptions or other production facility mishaps, shipwrecks, ice or other impediments for which the party liable to perform is not answerable and as a result of which production, shipment, acceptance or use are reduced, delayed, prevented or cannot reasonably be expected of either party. Force majeure event shall relieve the seller of his obligation to deliver and the buyer of his obligation to take delivery as long as, and to the extent that, the disturbance continues. If this time exceeds two months, either party shall have the right to wholly or in part withdraw from the deliveries which were supposed to be delivered during the period in question.

12.2. If some delivery installment must be postponed due to the before-mentioned impediments, the remaining part of the contract is not affected.

12.3. The party exercising the above-mentioned rights shall give the other party written notification of such without delay.

12.4. The party is not liable to the other party for damages or losses arising from the delivery postponement or cancellation.

#### **13. Arbitration**

Disputes arising from the interpretation and application of the agreement shall be resolved by one arbitrator in accordance with the Arbitration Rules of the Finnish Central Chamber of Commerce. The place of arbitration shall be in Helsinki, Finland. The language to be used in the arbitral proceedings shall be English.

#### **14. Applicable law**

The applicable law shall be the Finnish law.



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