

General terms of delivery

Valid from 14.4.2026

These General Terms of Delivery (hereinafter "Terms") shall apply between Temet International Oy Ltd (hereinafter "Temet") and its client (hereinafter "Client") to the delivery and installation of products manufactured by Temet, the resale of products manufactured by others than Temet as well as to other services provided by Temet (hereinafter "Delivery"). Deviations from these Terms shall not apply unless otherwise agreed in writing. Client and Temet are hereinafter individually referred to as the "Party" and collectively as the "Parties".

These Terms shall be applied to Temet's deliveries, quotations and order confirmations related thereto and agreements unless explicitly otherwise agreed in writing. Client's own general terms, other terms of agreement or other general terms shall not be applied unless explicitly otherwise agreed in writing.

1. QUOTATION AND CONCLUSION OF AGREEMENT

1.1. Quotation

A quotation issued by Temet shall be valid as stated in the quotation. If the date of expiry is not specified, the quotation shall be valid fourteen (14) days from its date. The price specified in the quotation by Temet is based on the documents and information included in Client's request for quotation or otherwise provided by Client to Temet before issuing the quotation (hereinafter "Initial Information"). Temet reserves the right to revise the content, price and other terms of 1) the quotation if Client's order does not correspond to the Initial Information or 2) the Agreement if the Initial Information provided by Client proves to be incorrect.

1.2. Conclusion of Agreement

If Temet has issued a quotation to Client, an agreement regarding Delivery shall be deemed concluded between the Parties when Client has accepted the quotation in writing or when the Parties have signed a separate agreement or if Temet has not issued a separate quotation to Client, a binding Delivery agreement between the Parties is concluded when Temet confirms Client's order in writing ("Agreement"). In case of any discrepancies between the Agreement and these Terms, the Agreement shall prevail.

2. PRICE, INVOICING AND TERMS OF PAYMENT

2.1. Price

The prices stated in Temet's quotation, order confirmation, price lists, on its website, in the Agreement or otherwise are exclusive of value added tax (VAT) and other possible public fees, unless otherwise explicitly specified. VAT and public fees valid from time to time shall

be added to the prices charged by Temet. Transportation of the products is not included in Temet's prices. The Parties shall always agree separately on the transportation. However, ordinary protection and packaging of the products during transportation are included in the prices as designated by Temet. Client is responsible of all costs relating to specific packaging or protection of products or transportation, required by Client.

2.2. Invoicing and Terms of Payment

Client shall pay its invoices to Temet in accordance with the payment terms stated therein. In case of a delayed payment, Client shall pay interest for the delayed payment in accordance with the Finnish Interest Act (633/1982, as amended), however, the interest rate shall be at least eight and a half percent (8,5%). In addition, Client shall also compensate possible debt collection costs accrued to Temet. In case of a delayed payment, Temet has the right to suspend its performance under the Agreement, including the manufacturing of the products related thereto, without any liability for damages or other consequences. Client shall check Temet's invoice and require corrections without delay. Should any invoice contain incomplete or incorrect information or an incorrect or invalid charge, Client will be entitled to reject such invoice and return it to Temet or ask Temet to have it rectified and resubmitted. The time used by Temet for rectification will not be counted to the payment term. If Client does not present its complaints regarding the invoice at the latest within fourteen (14) days from the date of the invoice Client shall forfeit its right to make claims against Temet regarding the invoice. If Client has not paid the amount due within three months, Temet shall be entitled to terminate the Agreement by notice in writing to Client and, in addition to the interest and compensation of debt collection costs, to claim compensation for the loss Temet incurs.

2.3. Advance Payment

Temet has the right to demand advance payment from Client. If Temet has demanded advance payment, Temet is not obliged to begin the Delivery, including the manufacturing of the products related thereto, before Client has paid the advance payment in full.

3. GENERAL OBLIGATIONS OF CLIENT

3.1. Liability for Information

Client shall be responsible for planning, dimensioning, choice of material and equipment of the shelter or other project unless Client has ordered such plans from Temet. Client shall always provide accurate and sufficient information to Temet free of charge and in a timely

manner so that Temet can fulfill the Delivery as agreed. The information must be provided in writing and/or electronically in a form requested by Temet and in compliance with applicable laws, regulations and orders by public authorities. Client shall be liable for the accuracy and completeness of Initial Information and other documents or information provided to Temet. Client may not make claim of defective or delayed Delivery if such defect or delay is caused by incorrect or incomplete Initial Information or other documents or information provided by Client to Temet. If there are inconsistencies between the Initial Information, other documents or information provided to Temet by Client and the final plans regarding the shelter or other project, Temet has the right not to begin the fulfillment of the Delivery and the Agreement, including the manufacturing of the products related thereto, until the Parties have clarified the inconsistencies and agreed on the effects to the Agreement and Temet's obligations.

3.2. Obligation to Co-operate

Client shall to the best of its ability co-operate with Temet to ensure the fulfillment of the Delivery as agreed. Further, Client shall require good and flexible cooperation from all its other suppliers and contracting parties involved in the planning or execution of the shelter or other projects to enable Temet to fulfill the Delivery as agreed. In case Client becomes aware of a circumstance which may affect the fulfillment of the Delivery as agreed, it shall notify Temet in writing without delay.

3.3. Changes

Client may propose reasonable changes to the Delivery after the conclusion of the Agreement. Client's proposal shall contain an exact description of the proposed change. Temet shall notify Client whether and how the change can be carried out, stating the resulting effects to the price, the delivery time and other terms of the Agreement. The Parties shall agree on these effects in writing prior to Temet's commencement to perform the changes. Temet has right to substitute or modify product(s) provided the substituted or modified product(s) comply with applicable agreed specifications.

3.4. Delivery Inspection

If Client collects the products related to the Delivery, Client shall without delay inspect that the quantity and type of the products correspond to what was specified in the agreed specifications and other contract documents under the Agreement and that the products are externally undamaged when they are made available to Client in Temet's warehouse or other place designated by Temet. If the quantity or type of the products do not correspond to what was agreed or if there is an externally noticeable defect in the products, Client shall notify Temet without delay and at the latest within fourteen (14) days from the inspection. If the Parties have agreed on the transportation of the products as part of the Delivery, Client shall inspect immediately upon receipt of the products that the packages of the products are undamaged and that the quantity of the products is in accordance with the packaging list immediately when the

carrier hands the products over to Client, and notify Temet any damages in packages or in products. Client shall cause that damages in transit and other defects shall be notified to the carrier immediately and reported in the delivery note. Client unloads the products and other goods from the arriving means of transport and transfers them to a temporary indoor semi-warm storage or directly to the immediate vicinity of the installation site in order to provide the products and other goods protection against weather or other factors (e.g. sea water) that have adverse impact on the products.

3.5. Inspection Prior to Use

Client shall inspect the products before using, fixing or installing the products related to Delivery. Client shall, without delay and at the latest within fourteen (14) days from the date of the inspection, notify Temet in writing of any defects or failures detected during the inspection.

3.6. Other Inspections Related to the Delivery

Client shall inspect other parts of the Delivery as follows: Client shall inspect Temet's plans and related information without delay after Temet has delivered the plans to Client and notify Temet of defects or faults in the plans or in the information presented therein without delay and at the latest within fourteen (14) days of the handover of the plans from Temet to Client. Client shall inspect the installation included to the Delivery and carried out by Temet without delay after Temet has notified the installation to be completed. In other respects, Client must notify Temet in writing of any defects or fault in the Delivery without delay and at the latest within fourteen (14) days after Temet has fulfilled the Delivery.

3.7. Consequences of Failure to Inspect

In case Client fails to conduct an inspection referred to in Sections 3.4, 3.5 or 3.6 carefully and to the extent and in accordance with customary industry practices and fails to notify Temet of the defect or fault in accordance with the aforementioned Sections, Client shall forfeit its right to make claims due to defect or fault.

3.8 Client's condition

The shipments of the products shall be at all times subject to the approval by Temet of Client's financial condition. If the financial condition of Client at any time becomes unsatisfactory to Temet or if Client fails to make any payment when due, in addition to any other rights Temet may have, Temet may defer or decline to make any shipment or shipments hereunder or may condition such shipment upon receipt of satisfactory security or cash payments in advance.

Temet reserves the right, upon written notice to Client, to cancel any Agreement or order made under these Terms or the Agreement, without liability, in the event of any of the following: sanctions prohibiting the sale and/or delivery of the product, insolvency of Client, the filing of a voluntary petition in bankruptcy by Client, the filing of an involuntary petition to have Client declared bankrupt, the appointment of a receiver or trustee for

Client, the execution by Client of an assignment for the benefit of creditors, the discontinuance of business by Client or the sale by Client of the bulk of its assets other than in the usual course of business.

3.9 Re-export Prohibition Clause

The Client shall not sell, export or re-export, directly or indirectly, to the Russian Federation or for use in the Russian Federation any goods supplied under or in connection with this agreement that fall under the scope of Article 12g of Council Regulation (EU) No 833/2014. The Client shall undertake its best efforts to ensure that the purpose of this provision is not frustrated by any third parties further down the commercial chain. This clause shall be included in all quotations, order confirmations, and agreements, regardless of whether the transaction is within or outside the EU.

4. OBLIGATIONS OF TEMET

4.1. Date of Delivery

Unless otherwise expressly agreed in writing time for delivery given by Temet is approximate. Temet's sole responsibility is to use reasonable commercial efforts to meet specified delivery dates.

Temet shall, in the quotation or order confirmation, notify Client of the estimated non-binding date on which the products included in the Delivery will be ready for delivery or collection in Temet's warehouse or in other place designated by Temet. Temet shall notify Client in writing of the date on which the products included in the Delivery shall be ready for delivery or collection in Temet's warehouse or in other place designated by Temet at the latest seven (7) days before the said date. In regards of any other performance other than the product as part of the Delivery the Parties shall agree on the date, place and method of the delivery in writing. Temet has the right to deviate from the notified or agreed date of delivery or time of collection without any liability for compensation, liquidated damages or compensation for delay or other consequences in case the delay is caused by:

1. delay or default, independent from Temet, in the delivery of a raw material, part or component which is needed in the Delivery or default or delay in the delivery of a supplier;
2. a matter which falls under the responsibility of Client; or
3. other act or event independent from Temet, beyond its reasonable control and of which Temet has not been aware of at the time of the conclusion of the Agreement.

After becoming aware of the delay, Temet shall immediately notify Client of the estimated new date of delivery or delivery schedule.

4.2. Delivery Terms and Hand Over of Products

In the event the Parties have not agreed in writing that the transportation of the products is included in the Delivery, Client shall collect the products from Temet's warehouse

or other place designated by Temet at a time specified by Temet according to Section 4.1. Hereby Temet has delivered the products to Client when the products are made available to Client in Temet's warehouse or other place designated by Temet. If the Delivery has been agreed upon by the Parties, the delivery term CPT (Incoterms 2020) shall apply to the deliveries of the products included in the Delivery unless the Parties have agreed on other terms of delivery in writing. The date of the delivery is determined according to paragraph 4.1. Partial deliveries are allowed and Temet shall retain the right to choose the products to be included in each individual delivery.

For deliveries under FCA terms, goods are made available for pickup at the agreed location. Storage is free of charge for the first 7 calendar days from the date the goods are ready for dispatch. After this period, a storage fee of EUR 30 per pallet per day will be charged until the goods are collected. Temet reserves the right to invoice storage costs accordingly if collection is delayed.

4.3. Temet's Liability and Repair of a Defect or Failure

Temet shall be responsible for its Delivery being compatible with what was specified in the agreed specifications. When the Delivery takes place in Finland, Temet shall be responsible for the Delivery complying with the Finnish laws, regulations and orders by public authorities. When the Delivery takes place outside of Finland, Client shall be responsible for informing Temet of the laws, regulations and orders by public authorities of the country of delivery, which the Delivery must comply with. Client must provide such information to Temet as part of Initial Information or otherwise in writing and/or electronically in the form requested by Temet in a manner that Temet is able to fulfill the Delivery in compliance with such laws, regulation and orders by public authorities.

Temet shall be responsible for the quality and other features of the Delivery only in accordance with the information provided in these Terms and separately agreed on between the Parties in the Agreement or information explicitly provided by Temet in writing for the Delivery in question. After having been notified of the defects or failures without delay Temet shall at its own cost and at its own discretion either:

1. repair the defect or fault either in the delivery destination or on its own premises (if Temet chooses to repair the defect or fault on its own premises, Temet will bear the costs of transport to the premises of Temet and back to the delivery destination including any insurance necessary for such transport of that part of the Delivery);
2. have the defect or fault repaired by a third party;
3. renew the fulfillment of the Delivery either entirely or partially (e.g. by delivering a replacement product, part or plan); or
4. refund the purchase price to the amount which is equivalent with the defect or fault.

Temet's responsibility shall be limited to performing the aforementioned actions.

If Temet fails to repair the defect or fault in the meaning of this Section 4.3 and where the defect or fault is so substantial as to significantly deprive Client of the benefit of the Agreement as regards the product or a substantial part of it and it causes damage to Client, Client may terminate the Agreement by notice in writing to Temet in respect of such part of the products as cannot in consequence of the defect be used as intended by the Parties. Client shall then be entitled to compensation for damages up to a maximum of twenty (20) per cent of that part of the price which is attributable to the part of the products in respect of which the Agreement is terminated.

Temet shall not be liable for defects or faults resulting from:

1. normal wear and tear of the products;
2. incorrect use, transportation, storage, maintenance or installation of the products by Client or third parties;
3. use of the products, plans or other performance provided by Temet for any other purpose than their intended purpose or condition of use or other external factor which does not fall under normal purpose or conditions of use of the product, plan or other performance provided by Temet;
4. failure to comply with terms of use, maintenance or warranty or other instructions provided by Temet;
5. incorrect or insufficient Initial Information or other incorrect or insufficient documentation or information provided by Client;
6. the structure, onto which the products have been fixed, not being designed or constructed in compliance with applicable laws, regulations and orders by public authorities or good construction or installation methods and practices;
7. negligence or carelessness of Client or other factor falling under the responsibility of Client (e.g. act of Client's other supplier or contracting party); or
8. the Delivery has been subjected to fire, lightning or other natural disasters or accidents, or the Delivery has been used in combat, combat conditions, military or security operations or military or army operations or the Delivery is subjected to chemical attack, explosions or other similar attack or chemical leak, or oil, gas or other similar leak; or
9. a change in an applicable law, regulation or order by public authority; or
10. use or operation of products that are suspected of being defective or not in conformity with normal use of product, even if the existence of such a defect or non-conformity has not been verified; or
11. damage in shipment for which Temet is not responsible according to the applicable delivery term; or
12. alterations carried out without Temet's consent in writing; or
13. materials or designs provided by Client.

In addition to the foregoing, Temet shall have no liability

for the defects or failures of the product if the product labels or serial number of the product have been altered or removed.

Temet must be reserved the possibility, at Temet's sole discretion, to inspect the defective products as well as actual conditions in which the defect was discovered, prior to Temet's acceptance of the warranty claim in question. If no defect is found for which Temet is liable, Temet shall be entitled to compensation for the costs Temet incurs as a result of the notice of defect.

Any replaced defective products shall be made available to Temet and shall be Temet's property and when products are required to be returned to Temet, the right to accept shipment cost in advance is reserved.

4.4. Temet's Warranty Period

Temet shall be liable for defects in the Delivery within the scope of Section 4.3 which defect appear during a warranty period of 24 months from the date of delivery. For the products included in the Delivery, the date of delivery shall mean the date on which a product was delivered to Client in accordance with Section 4.2. For the plans included in the Delivery, the delivery date shall mean the date on which the plans were handed over to Client by Temet. For the installation included in the Delivery, the date of delivery shall mean the date on which Temet notified that the installation is completed. For any other performance included in the Delivery the delivery date shall be the date on which Temet handed over the service or other performance to Client. Notwithstanding the foregoing, Temet's liability for any defect of the Delivery shall immediately cease if the Delivery has been subjected to fire, lightning or other natural disasters or accidents, or the Delivery has been used in combat, combat conditions, military or security operations or military or army operations or the Delivery is subjected to chemical attack, explosions or other similar attack or chemical leak, or oil, gas or other similar leak. Client shall notify Temet of any detected alleged defect or fault in the Delivery in writing without delay and at the latest within fourteen (14) days after detecting the defect or fault or after Client should have detected it and at the latest within the aforementioned warranty period. The notification accompanied with photographs shall specify the defect or fault and the grounds on which Client considers those to be Temet's responsibility. Client is not entitled to claim a defect or fault in the Delivery in case Client has neglected to submit a written notice within the meaning of Sections 3.4, 3.5, 3.6 or 4.4. A repair of a defect or fault in accordance with Section 4.3 shall not extend the warranty period beyond the original warranty period. Temet shall be liable for defects or faults in the Delivery detected by Client after the aforementioned warranty period only if Client proves that the defect or fault resulted from Temet's intentional act or gross negligence in fulfilling the Delivery and that it has been beyond Client's reasonable control to detect the defect or fault within the aforementioned warranty period. This liability shall remain in force maximum of ten (10) years from the date of delivery. No liability shall apply to plans provided by

Temet, which have not been executed within reasonable time after such plans have been received by Client.

4.5. THE WARRANTY UNDER SECTION 4.3 AND 4.4 IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER CONDITIONS, WARRANTIES AND LIABILITIES, EXPRESS OR IMPLIED, WHETHER UNDER LAW, STATUTE OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER OBLIGATIONS AND LIABILITIES OF TEMET OR ITS REPRESENTATIVES WITH RESPECT TO ANY DEFECT OR DEFICIENCY APPLICABLE TO OR RESULTING DIRECTLY OR INDIRECTLY FROM SUPPLIED PRODUCTS (INCLUDING INSTALLATION SERVICES), WHICH OBLIGATIONS AND LIABILITIES ARE HEREBY EXPRESSLY CANCELLED, WAIVED AND DISCLAIMED. TEMET SHALL NOT IN ANY CIRCUMSTANCES BE LIABLE FOR LOST PROFITS OR OTHER INDIRECT, INCIDENTAL CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES.

4.6. Products Distributed by Temet

Regardless of what is otherwise stated in these Terms, Temet's liability of defects and faults of products it has not manufactured, shall be limited to liability for defects or warranty issued by the manufacturer of the products. Instead of Sections 4.3 and 4.4, the terms of warranty and liability for defects issued by the manufacturer shall apply to these products. Regardless of aforementioned, Client shall notify Temet in writing without delay of detected defect or fault in the Delivery. The notification shall specify the defect or fault and the grounds on which Client considers such defect or fault to fall under the liability for defects or warranty of the manufacturer.

4.7. Delay

In case Client and Temet have expressly agreed in writing on a fixed delivery date or agreed time for final acceptance after completed installation of products by Temet and if there is a delay of the Delivery for reasons attributable solely to Temet resulting in Client suffering verifiable damage due to such delay and the delay lasts more than fourteen (14) days, Client is entitled to claim liquidated damages amounting to 0.25 % of the purchase price (exclusive of VAT and public fees) of the delayed products for each full week of delay, however any liquidated damages for delay shall not exceed 2.5% of the purchase price (exclusive of VAT and public fees) of the delayed products. Client shall forfeit its right to liquidated damages for delay unless Client submits a written notice including a claim for liquidated damages due to delay to Temet within thirty (30) days from the date on which the delivery should have taken place. In the event that Temet's Delivery is delayed for a reason outside the control of Temet due to a fault in or a delay of a raw material, part, component, supplier or service provider that is required in fulfilling the Delivery, Client has no right to any liquidated damages or any other remedies due to such delay.

If the delay is such that Client is entitled to maximum liquidated damages and the delay exceeds 12 weeks and if the products are still not ready for delivery or taking-over,

Client may in writing demand completion of the products within a final reasonable period which shall not be less than one week. If Temet does not complete the delivery or taking over of the products within such final period and this is not due to any circumstance which is attributable to Client, then Client may by notice in writing to Temet terminate the Agreement in respect of such part of the products as cannot in consequence of Temet's failure be used as intended by the Parties. If Client terminates the Agreement, he shall, in addition to the right to get back the paid part of the price, be entitled to compensation for the loss he suffers as a result of Temet's delay. The total compensation, including the liquidated damages shall not exceed five (5) per cent of that part of the price which is attributable to the part of the products in respect of which the Agreement is terminated.

CLIENT SHALL NOT BE ENTITLED TO ANY OTHER REMEDIES FOR TEMET'S DELAY THAN LIQUIDATED DAMAGES AND TERMINATION WITH LIMITATION COMPENSATION AS SET OUT HEREUNDER. ALL OTHER CLAIMS AGAINST TEMET BASED ON SUCH DELAY SHALL BE EXCLUDED, EXCEPT WHERE TEMET HAS BEEN GUILTY OF GROSS NEGLIGENCE.

4.8. Delay or Postponement attributable to Client

In the event that the Delivery is delayed, rescheduled or postponed for reasons attributable to Client, 1) Client shall pay any part of the price which, but for the delay, rescheduling or postponement would have become due, and 2) Client shall reimburse Temet all related expenses and costs including but not limited to material handling, transportation, storage, insurance, bank guarantee. In the event that the Delivery is delayed, rescheduled or postponed for reasons attributable to Client or if Client does not collect the products within the time limit set out in Section 4.2, Temet shall store the products that are part of the Delivery at Client's risk and cost. If the aforementioned delay, rescheduling, postponement or Client's failure to collect the products lasts over sixty (60) days, Temet is entitled to cancel such parts of the Agreement that are undelivered or unfulfilled due to reasons attributable to Client and to receive compensation and damages in full from Client.

4.9. Payment of the Purchase Price

In the event that products or services provided By Temet are defective or incomplete, Client may withhold a reasonable amount of payments related to the Agreement until Temet has performed in accordance with its contractual obligations. The withheld part of the payment must be proportionate to the severity of the defectiveness and incompleteness. Minor deficiencies shall not prevent full payment.

5. DAMAGES AND LIMITATION OF LIABILITY

TEMET SHALL ONLY BE LIABLE FOR DEFECTS WHICH APPEAR UNDER THE CONDITIONS OF OPERATION PROVIDED FOR IN THESE TERMS AND UNDER PROPER USE OF THE PRODUCTS.

CLIENT SHALL HAVE A DUTY TO MINIMIZE ANY DAMAGE RESULTING UNDER THESE TERMS AND THE AGREEMENT

AND SHALL IN THAT RESPECT COMPLY WITH INSTRUCTIONS OF TEMET.

IN NO EVENT SHALL TEMET BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF TIME OR USE OF THE PRODUCTS, LOSS OF PROFITS OR REVENUE, DEPLETION OF GOODWILL, INCONVENIENCE, DAMAGE TO OTHER PROPERTY OR CLAIMS OF CLIENT'S CUSTOMERS OR OTHER THIRD PARTIES FOR SUCH OR OTHER DAMAGES.

NOTWITHSTANDING ANY PROVISION IN THESE TERMS OR THE AGREEMENT OR OTHERWISE TO THE CONTRARY, THE MAXIMUM AGGREGATE LIABILITY OF TEMET FOR ANY AND ALL DAMAGES, LOSSES, LIABILITIES, COSTS AND EXPENSES ARISING FROM OR RELATED TO THESE TERMS OR THE AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE SHALL UNDER NO CIRCUMSTANCES EXCEED FIFTY (50) PERCENT OF SALES PRICE OF THE PRODUCTS, OR PART THEREOF, WHICH GIVES RISE TO THE CLAIM.

ANY CLAIM OR CAUSE OF ACTION FOR DAMAGES OR ANY OTHER REMEDY AGAINST TEMET MUST BE COMMENCED WITHIN A PERIOD OF TWELVE (12) MONTHS FROM THE DELIVERY OR IN CASE OF INSTALLATION BY TEMET, FINAL ACCEPTANCE OF THE PRODUCTS.

These limitations of liability shall not be applied to damages that Temet has caused intentionally or by gross negligence.

6. INDEMNIFICATION

CLIENT SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY TEMET AND ITS RESPECTIVE DIRECTORS, OFFICERS, MEMBERS, MANAGERS, EMPLOYEES, CONSULTANTS, CONTRACTORS AND AGENTS FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, DEMANDS, SUITS, ACTIONS, OR PROCEEDINGS (AND RESULTING COSTS, EXPENSES AND LIABILITIES), WHICH ARISE FROM PERSONAL INJURY, DEATH, OR PROPERTY LOSS OR DAMAGE ATTRIBUTED TO, OR CAUSED BY, CLIENT'S PERFORMANCE UNDER THESE TERMS, THE AGREEMENT OR BY PRODUCTS SUPPLIED BY TEMET (INCLUDING LATENT DEFECTS IN SUCH PRODUCTS). THE FOREGOING INDEMNITY SHALL NOT APPLY TO THE EXTENT THAT SUCH INJURY, DEATH, PROPERTY LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF TEMET.

7. OWNERSHIP AND LIABILITY FOR RISK

7.1. Ownership

Temet retains title and ownership to the products delivered to Client until the purchase price is fully paid to Temet. The retention of title shall not affect the passing of risk. If Client has not paid the full purchase price after the due date, despite of a written payment reminder, or if Temet has justifiable reasons to question the solvency of Client and Client is, regardless of the request, unable to provide Temet with a guarantee approved by Temet, Temet is entitled to prohibit the use, fixing or installation of the products, and

to repossess the unpaid products delivered to Client at Client's expense.

7.2. Passing of Risk

Unless otherwise expressly agreed in writing in the Agreement the risk of loss of or damage to the products shall pass to Client in accordance with any agreed delivery term, which shall be construed in accordance with the INCOTERMS® in force at the date of formation of Temet's offer or the Agreement. Any loss of or damage to the products after the risk has passed to Client shall be at the risk of Client, unless such loss or damage results from Temet's negligence. In the event that the products have not been released for delivery for reasons attributable to Client, the risk shall pass to Client when Temet has fulfilled its obligations regarding the delivery in accordance with the Agreement. In such case Client is responsible for insuring the products. Storing the products in Temet's facilities or in a location otherwise arranged by Temet requires a written agreement between the Parties.

8. GOVERNING LAW, DISPUTE RESOLUTION

The Terms, the Agreement, deliveries made by Temet and the quotations, order confirmations and agreements related thereto shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions. The Convention on Contracts for the International Sale of Goods (CISG) shall not be applied. Any dispute, controversy or claim arising out of or relating to these Terms or any Agreement, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be Finnish. Notwithstanding the aforementioned, Temet shall have the right to submit a claim for precautionary measures, injunction or other equivalent measures or a claim for payment to the District Court of Temet's or Client's domicile or to any other court of jurisdiction.

9. OTHER PROVISIONS

9.1. Assignment

Client shall not assign the Agreement or its rights and obligations without Temet's prior written consent.

9.2. Subcontractors

Temet has the right to use subcontractors of its choice in the fulfillment of the Delivery. Unless otherwise expressly specified in these Terms, Temet is liable for the performance of its subcontractors to the same extent as it would be for its own work as if their performance, actions or omissions were its own performance, acts or omissions.

9.3. Non-disclosure

Both Parties shall undertake not to disclose to third parties commercial and professional information relating to the business of the other Party, other information regarding the other Party received while co-operating based on these Terms and information the other Party

has explicitly declared confidential or proprietary. Non-disclosure obligation shall also be applied to any and all material and information which should reasonably be understood to be confidential information even though such information is disclosed without restrictive marking hereunder. However, Temet has the right to disclose Initial Information or other aforementioned information of Client to third parties, if disclosing the information is necessary for the fulfillment of Temet's obligations or privileges or if Temet is obliged to disclose such information based on a law, regulation or order by public authority. The obligations set forth under this clause shall be binding on the receiving Party during the term of validity of these Terms or any Agreement and for a period of fourteen (14) years thereafter.

9.4. Force Majeure

Neither Party shall be liable to the other Party for any delay in the performance of its obligations under the Agreement that is due to causes beyond its reasonable control and without the fault or negligence of the Party experiencing such delay including, without limitation, war, extensive military mobilization, embargo, national emergency, epidemics, insurrection or riot, acts of the public enemy, strike, fire, explosion, flood, or other natural disaster, terrorist acts, inability to obtain fuel, power, raw materials, labour, containers or transportation facilities ("Force Majeure"). The Party must notify the other Party of the beginning and the end of Force Majeure without undue delay. If Force Majeure prevents Client from fulfilling its obligations, Client shall compensate Temet for expenses incurred in securing and protecting the products. In the event that the situation of Force Majeure lasts for more than sixty (60) days, both Parties shall have the right to terminate the Agreement with a written notification to the other Party in case of which Client shall pay to Temet all the expenses caused to Temet before the termination of the Agreement. A situation in which a subcontractor faces a Force Majeure which fulfills the criteria set in this Section, is also considered a Force Majeure for Temet. Temet shall be entitled to extend the time for delivery by a period which is necessary having regard to all relevant circumstances at hand.

9.5. Intellectual property right, copyright and the use and transfer of materials

Each Party retains ownership and other rights to any intellectual property owned or used by the Party, i.e. Temet retains the ownership and other rights to any intellectual property of the supplied products, and no transfer of intellectual property rights shall take place under these Terms and this Agreement. Temet reserves all copyrights and related intellectual property rights to the materials it has drafted or disclosed relating to the Delivery. These include, for example, all drawings, specifications and plans regarding the Delivery. Client has a right to use such materials drafted by Temet only in accordance with the purpose and the object of the Delivery. Client does not have the right to transfer these materials to any third parties. If any products or part thereof provided by Temet to Client is to be prepared for manufacture, manufactured, or packaged according to

Client's design, specification, or instruction, Client shall indemnify, defend, and hold Temet harmless against any claim, expense, liability, or loss resulting from infringements of patents, trademarks, copyrights, designs, and any and all other intellectual property infringements arising from compliance with Client's design, specification or instruction.

Client commits not to modify, decompile, disassemble or reverse-engineer the products supplied by Temet or otherwise endeavour to replicate or make slavish imitations of the same.

9.6 Compliance with fundamental principles

Temet is committed to the fundamental principles on human rights, labour rights, the environment and the fight against corruption throughout its operations. This also includes building sustainable relationships with is contractual partners from whom Temet expects willingness to prove compliance with similar principles. Therefore, these Terms and any Agreement shall be subject to Client's strict compliance with ethical business conduct and availability of information that confirms it. Temet has no liability resulting from delay, cancellation or amendment of the Agreement resulting from Client's breach of any above referred fundamental principles. Respectively Temet shall at any time be entitled terminate with immediate effect any Agreement, contract or purchase order due to Client's breach of any above referred fundamental principles.

9.7 Independent contractors

The relationship of Client and Temet is that of independent contractors and nothing in these Terms or in the Agreement shall be construed to create any other relationship between Client and Temet. Neither Client or Temet shall have any rights, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

9.8 Entire agreement

These Terms and the Agreement constitute the full understanding of the Parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and conditions of their agreement. The weights, dimensions, capacities, performance ratings and other data included in Temet's catalogues, brochures, prospectuses, circulars and advertisements constitute only an approximate guide and these data shall not be binding except expressly included in the Agreement. Unless set forth in writing and signed by both Client and Temet, no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement these Terms and the Agreement shall be binding and no modification shall be effected by the acknowledgment or acceptance of purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to these Terms and the Agreement.

9.9 Non-waiver

Any failure by Temet to exercise any right shall not constitute or be deemed to a waiver or forfeiture of such right or any other rights.

9.10 Severability

If any provision of these Terms is declared invalid or enforceable, all other provisions of these Terms shall remain in full force and effect.

9.11 Termination for convenience

Orders made by Client and concluded Agreements are not subject to cancellation by Client and the products delivered and accepted by Client are not subject to return or cancellation. If after concluding the Agreement, Client cancels the Agreement in whole or in part then 1) Client compensates all incurred expenses caused by the cancellation to Temet and 2) Client pays the amount of twenty (20) % of the price of the cancelled Agreement.