

General Terms of Business

1. Validity

1.1. For deliveries and services from "Ajatec Prototyping Oy" – hereinafter called "Ajatec" – the following general terms of business shall exclusively apply.

1.2. This shall also apply if the Customer makes Ajatec an offer or places an order on the basis of his own diverging terms of business. Divergent terms of business of the Customer which Ajatec has not expressly agreed to shall not become part of the contract even if not expressly rejected by Ajatec

2. Closing contract, content of contract

2.1. An order shall only be valid when placed in binding form and confirmed by Ajatec in writing.

2.2. The contents of the contract are based on the offer and the order confirmation made by Ajatec. Changes, additions and side agreements shall only be binding if confirmed in writing by a legal representative of Ajatec.

2.3. Any documents (pictures, drawings etc.) belonging to the offer and technical data in them or in the offer (weight, measurements etc.) as well references to Ajatec or other norms and patterns (DIN norms etc.) are only approximately decisive and shall not be deemed guaranteed characteristics unless expressly assured as such.

2.4. Ajatec retains the title and copyright to any drawings, drafts, descriptions and similar documents. These documents shall not be accessible to third parties without written consent from Ajatec. These documents shall be immediately returned to Ajatec upon demand.

3. Prices, terms of payment

3.1. Prices are in the Euro currency and not including VAT. All prices are FCA Rusko, Finland. Delivery and other additional costs are to be born by the customer.

3.2. Payments are due within 14 days net of invoicing without any deductions. Any acceptance of bills of exchange or cheques will be credited net to the customer's account, costs for discount or collection shall be born by the customer.

3.3. If any doubts as to the customer's ability to pay arise after an order is placed Ajatec is entitled demand security or rescind the contract.

4. Withholding rights, setting off counter claims, cession

4.1. The customer may only invoke withholding right for counter claims based on the same contract. Beyond this, commercial withholding rights against Ajatec for any reason whatsoever shall not be allowed.

4.2. The customer shall only be entitled to set off recognized or final counter claims against Ajatec's claims.

4.3. The customer's rights may only be ceded to a third party with the consent of Ajatec.

5. Force Majeure

5.1. If a definite period has been agreed upon for Ajatec to fill an order this period begins with the order confirmation on the part of Ajatec but not before the receipt of all necessary documents, permits, clearances and other information needed from the customer for performing the job.

5.2. If Ajatec should be hindered with the completion of the order on time by unusual circumstances like energy shortage, traffic disturbances, strikes, lock outs, unexpected technical difficulties or other disturbances in acquisition, fabrication or delivery that lie beyond the responsibility of Ajatec and a significant effect on its completion can be evidenced the period for completion is lengthened corresponding to the time from the hindrance's beginning to its end. This shall also apply if such hindrances occur at Ajatec's suppliers or subcontractors.

5.3. If due to minor negligence Ajatec is responsible for not fulfilling the contract the customer shall be entitled to either rescind the contract after setting a reasonable grace period for completion or claim damages from Ajatec for up to 0.5 % per week of the contractual remuneration to a maximum of 5 % of this remuneration, further damage claims are excluded. Similarly, the customer's rights are limited to rescinding contract or claiming damages from Ajatec for up to a maximum of 5 % of the contractual remuneration per damage case if the delivery owed becomes impossible for Ajatec in whole or in part due to minor negligence on the part of Ajatec.

6. Transfer of risk

6.1. The risk of delivery and remuneration transfer to the customer at the latest when the object of contract or the partial deliveries of single parts of the object of contract leave Ajatec's plant, and even then, if Ajatec has assumed responsibility for further services like transport, setting up, mounting or commissioning the object of contract.

7. Warranty

7.1. In consideration the fact that producing generative prototypes at the current state of technology cannot always meet the degree of exactness of conventional production methods, defectiveness of a generative prototype produced by Ajatec for not meeting binding measurements or weights can only be assumed when diverging

considerably from what can be attained in the technology of generative prototypes.

7.2. If in the course of fulfilling an order Ajatec makes data and particularly 3-D data available for the customer, Ajatec shall only be liable for the correctness of the data if this has been expressly guaranteed in writing by Ajatec. Beyond this no liability is assumed by Ajatec if the loss or defectiveness is due to the exchange of the data. The customer bears the burden of proof the loss or the defectiveness of the data is not due to data exchange.

7.3. To the extent that Ajatec enters or installs data in the customer's electronic data processing or otherwise places software at his disposal Ajatec warrants that the data/programs/software are free of virus that can be found by the current virus hunting programs available in trade. Liability for virus beyond this is excluded.

7.4. If the object of contract delivered by Ajatec proves to be defective or lacking guaranteed characteristics Ajatec is obligated to get a replacement within a reasonable period of time or to improve it. If the defective object is then neither properly replaced nor improved the customer may choose whether rescind the contract or to have the price discounted.

7.5. If a characteristic guaranteed by Ajatec is lacking in the object of contract the customer can claim damage compensation for non-fulfilment instead of rescinding the contract or claiming a price discount. Compensation for consequences of defects especially like loss of production or damage to machines is, however, excluded unless the guarantee was to prevent just such consequential damage or Ajatec's non-fulfilment was the result of intention or gross negligence.

7.6. The customer in commercial business is obligated to inspect the object of the contract immediately upon receipt and report all recognizable defects to Ajatec in writing within 10 days of its arrival, unrecognizable defects within 10 days of their discovery. If the customer fails to do this all claims for warranty shall be excluded.

8. Limitation of liability

8.1. As far as these general terms of business or any agreements between Ajatec and the customer do not allow for the contrary, all liability on the part of Ajatec for damage compensation to the customer in the form of money is limited to the maximum amount of 25,000,00 Euro unless intention or gross negligence on the part of Ajatec is shown.

9. Reservation of title

9.1. Delivered objects remain Ajatec's property until payment of all of Ajatec's claims from the business relation with the customer at the time receipts are paid.

9.2. The customer shall only be entitled to resell the objects under this reservation of title when prior permission has been granted by Ajatec.

9.3. If the reserved title is dissolved because of resale or further processing the customer herewith anticipatorily cedes all rights and claims arising from this for him to Ajatec.

9.4. If the objects under this reservation of title are subject to distraint or seizure by third parties the customer is obligated to immediately inform Ajatec. Eventual costs of intervention are to be born by the customer.

9.5. By default of payment on the part of the customer Ajatec shall be entitled to repossess the objects under this reservation of title after reminder of payment due and the customer is obligated to hand them over to Ajatec.

10. Confidentiality

10.1. Both Ajatec and the customer are obligated to most strictly guard the confidentiality of the other's technical and business secrets they learn of in the course of fulfilling the order.

11. Closing stipulations

11.1. The legal relationship between Ajatec and domestic as well as foreign contract partners shall exclusively be governed by the laws of Finland.

11.2. In commercial trade the place of fulfilment for deliveries, services and payments shall be Rusko, Finland.

11.3. Any dispute arising out of or in connection with this Agreement shall be finally settled in accordance with the Arbitration Rules of the Turku Chamber of Commerce by one arbitrator. The language of the arbitration is English language.