

GENERAL TERMS AND CONDITIONS OF SALE

THE FOLLOWING TERMS AND CONDITIONS OF SALE APPLY TO ALL CONTRACTS AND PURCHASE ORDERS PLACED WITH ENVIRONICS OY, UNLESS PRECEDED BY OTHER MUTUALLY ACCEPTABLE TERMS AND CONDITIONS WHICH HAVE BEEN FORMALLY ACCEPTED IN WRITING BY ENVIRONICS OY

1. GENERAL TERMS: THESE GENERAL TERMS WILL BE USED WITH ALL ORDERS PLACED WITH ENVIRONICS OY UNLESS OTHERWISE AGREED IN WRITTEN, MUTUALLY ACCEPTED CONTRACT.

1.1. PURCHASE PRICES: THE PURCHASE PRICE IS THE PRICE STATED IN ENVIRONICS' CONFIRMATION OF ORDER, SIGNED CONTRACT OR ACCEPTED PRICE LIST AT THE TIME OF ACCEPTANCE OF ORDER.

1.2. OTHER EXPENSES: EXCEPT OTHERWISE CONFIRMED BY ENVIRONICS THE PRICES ARE CPT-NAMED DESTINATION (INCOTERMS 2010), EXCLUDING SPECIAL PACKING, TRANSPORTATION, INSURANCE AND VALUE ADDET TAX. ALL CUSTOMS DUTIES, FEES, TAXES AND OTHER PUBLIC CHARGES SHALL BE BORNE BY THE CUSTOMER.

1.3. PAYMENT: THE PURCHASE PRICE SHALL BE PAID FULL IN ADVANCE UNLESS OTHERWISE AGREED IN WRITTEN CONFIRMATION OR CONTRACT.

IF ENVIRONICS GRANT THE CUSTOMER AN OPEN ACCOUNT AND THE CUSTOMER DELAYS THE PAYMENTS, ENVIRONICS RESERVES RIGHT TO

- 1) APPLY THE INTEREST STATED IN THE INVOICE OR IF NOT STATED, INTEREST WHICH IS 8 PERCENTAGE POINTS ABOVE THE BASE RATE OF FINNISH BANK.
- 2) SUSPEND FURTHER DELIVERY AND PERFORMANCE INCLUDING THE LIABILITIES UNDER WARRANTY OR FINALLY TERMINATE THE CONTRACT OR ANY OTHER CONTRACT WITH THE CUSTOMER.
- 3) THE DELIVERED ITEMS SHALL REMAIN THE PROPERTY OF ENVIRONICS UNTIL ALL THE PAYMENTS AGREED IN THE DELIVERY CONTRACT HAS BEEN PAID IN FULL TO ENVIRONICS.

1.4. DELIVERY TERM: DELIVERY TERM FROM ENVIRONICS OY WILL BE CPT-NAMED DESTINATION (INCOTERMS 2010). OTHER TERMS LIKE CIP (INCOTERMS 2010) CAN ALSO BE USED AND INVOICED TO THE CUSTOMER IF REQUIRED.

1.5. END USER CERTIFICATION: ENVIRONICS PRODUCTS MAY BE PARTIALLY OR WHOLLY MANUFACTURED IN FINLAND, AND MAY HAVE BEEN APPROVED FOR EXPORT TO RESTRICTED AREA ONLY. ENVIRONICS PRODUCTS MAY NOT BE SOLD OR TRANSFERRED IN ANY MANNER TO AN END-USER OUTSIDE THE CONTRACTED AREA WITHOUT PRIOR WRITTEN PERMISSION FROM A COMPANY OFFICER OF ENVIRONICS, AND ENVIRONICS RESERVES THE RIGHT TO REFUSE SALE OR TRANSFER OF PRODUCTS TO END-USERS OUTSIDE THE CONTRACTED AREA WITHOUT RECOURSE. ENVIRONICS RESERVES THE RIGHT TO REQUIRE AN EXECUTED, LEGALLY BINDING END-USER CERTIFICATION IN A FORM WHICH IS ACCEPTABLE TO THE COMPANY PRIOR TO ACCEPTING ANY ORDER. ENVIRONICS RESERVES THE RIGHT TO REFUSE OR CANCEL ANY ORDER WHICH IT BELIEVES IS NOT MEETING THE ABOVE REQUIREMENT.

2. GENERAL WARRANTY: ENVIRONICS WARRANTS TO THE CUSTOMER THAT PRODUCTS MANUFACTURED OR SOLD BY ENVIRONICS ARE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP. ENVIRONICS' STANDARD WARRANTY PERIOD IS ONE (1) CALENDAR YEAR FROM THE ORIGINAL DELIVERY DATE.

2.1. WARRANTY INSTRUCTIONS: THE CUSTOMER SHALL RETURN FAILED DETECTORS PER INSTRUCTIONS PROVIDED IN PRODUCTS USER MANUAL, BELOW TO ENVIRONICS, TRANSPORTATION CHARGES PREPAID, AND ENVIRONICS AGREES TO EITHER REPAIR OR REPLACE AT ITS SOLE DISCRETION, ANY DETECTOR(S) OR OTHER PRODUCT(S) WHICH UNDER PROPER AND NORMAL USE PROVE DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP

WITHIN TWELVE (12) MONTHS AFTER SHIPMENT. THOSE ITEMS REPAIRED OR REPLACED BY ENVIRONICS UNDER WARRANTY SHALL BE RETURNED TO CUSTOMER TRANSPORTATION CHARGES PREPAID. REPAIRED OR REPLACED ITEMS SHALL ONLY BE WARRANTED FOR THE REMAINING DURATION OF THE ORIGINAL ITEM. THOSE ITEMS THAT ARE DEEMED BY ENVIRONICS NOT TO BE DEFECTIVE OR ARE DETERMINED TO HAVE FAILED DUE TO MISUSE OR ABUSE SHALL BE RETURNED TO CUSTOMER AT CUSTOMER'S EXPENSE, IF THE CUSTOMER CHOOSES NOT TO PAY FOR REASONABLE REPAIRS. IN RESPECT TO ANY CLAIMS BY CUSTOMER HEREUNDER, ENVIRONICS SHALL HAVE NO LIABILITY UNLESS CUSTOMER COMPLIES WITH INSTRUCTIONS GIVEN BY ENVIRONICS.

2.2. WARRANTY EXCLUSIONS: THIS WARRANTY IS CONTINGENT UPON CUSTOMER'S PROPER USE OF THE DETECTORS AND/OR OTHER PRODUCTS IN THE APPLICATION AND OPERATING ENVIRONMENT FOR WHICH THEY WERE INTENDED BY ENVIRONICS AND IS NOT APPLICABLE TO ANY PRODUCTS THAT HAVE BEEN MODIFIED OR SUBJECTED TO UNUSUAL PHYSICAL, ENVIRONMENTAL, OR ELECTRICAL STRESS, OR FOR WHICH THE ORIGINAL IDENTIFICATION MARKS HAVE BEEN REMOVED OR ALTERED. THESE WARRANTY PROVISIONS DO NOT APPLY TO ANY DAMAGE RESULTING FROM COMBAT, MALICIOUS DAMAGE, NEGLIGENCE, UNAUTHORIZED MAINTENANCE OR MODIFICATION, ACCIDENT, NEGLIGENCE, MISUSE, IMPROPER SERVICING, TRANSPORTATION, OR NORMAL WEAR AND TEAR OF THE EQUIPMENT. IN ADDITION, THIS WARRANTY SPECIFICALLY EXCLUDES LOSS OR DAMAGE TO THIRD PARTIES AND CONSEQUENTIAL DAMAGES OF ANY KIND. DETERMINATION AS TO WHETHER THIS WARRANTY PROVISION APPLIES TO DAMAGE GOODS SHALL RESIDE SOLELY WITH ENVIRONICS. DISPOSITION OF ANY DAMAGED GOODS DEEMED OUTSIDE OF THIS PROVISION SHALL BE THE RESPONSIBILITY OF CUSTOMER.

ALL CONSUMABLES AND CERTAIN OTHER ITEMS SPECIFIED IN PRODUCT DOCUMENTATION ARE EXCEPTED FROM THIS WARRANTY

2.3. DISCLAIMER OF IMPLIED WARRANTIES: THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY ENVIRONICS. ENVIRONICS SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES ALLEGED TO HAVE ARISEN FROM CUSTOM, USAGE, OR PAST DEALINGS BETWEEN THE PARTIES.

2.4. RETURN POLICY: ENVIRONICS DOES NOT ACCEPT RETURNS FOR REFUND, CREDIT OR EXCHANGE FOR ANY REASON. IF A PRODUCT IS BEING RETURNED FOR WARRANTY OR MAINTENANCE WORK ENVIRONICS REQUIRES PRIOR APPROVAL BEFORE THE PRODUCT CAN BE ACCEPTED. THE PRODUCTS PRE-SERVICE DECLARATION FORM CAN BE REQUEST FROM customer.services@environics.fi OR CAN BE FILLED AT <http://www.environics.fi/pre-service-declaration-form/>.

3. LIMITATION OF LIABILITY: ENVIRONICS' TOTAL LIABILITY TO CUSTOMER AND ALL LIABILITIES ARISING OUT OF OR RELATED TO THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, AND REGARDLESS OF THE LEGAL THEORY, INCLUDING BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR STATUTORY LIABILITY, SHALL NOT, IN THE AGGREGATE, EXCEED THE AMOUNTS PAID TO ENVIRONICS UNDER THE AGREEMENT, OR UNDER THE SPECIFIC DELIVERY ORDER AT ISSUE, WHICHEVER IS LESS. IN NO EVENT SHALL EITHER ENVIRONICS OR CUSTOMER BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR ECONOMIC DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS AND LOST BUSINESS OPPORTUNITY), REGARDLESS OF THE LEGAL THEORY UNDER WHICH SUCH DAMAGES ARE SOUGHT, AND EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ANY CLAIM BY CUSTOMER AGAINST ENVIRONICS RELATING TO THIS AGREEMENT, OTHER THAN IN WARRANTY, MUST BE MADE IN WRITING AND PRESENTED TO ENVIRONICS WITHIN ONE YEAR AFTER THE EARLIER OF: (1) THE DATE ON WHICH CUSTOMER ACCEPTS THE DELIVERABLE AT ISSUE; OR (2) THE DATE ON WHICH ENVIRONICS COMPLETES PERFORMANCE OF THE SERVICES SPECIFIED IN THIS AGREEMENT. ANY CLAIM UNDER WARRANTY MUST BE MADE WITHIN THE TIME SPECIFIED IN THE APPLICABLE WARRANTY CLAUSE.

4. INDEMNIFICATION: CUSTOMER SHALL INDEMNIFY, DEFEND AND HOLD ENVIRONICS HARMLESS FROM ALL CLAIMS, DAMAGES, EXPENSES, LIABILITIES AND LOSSES, INCLUDING WITHOUT LIMITATION ATTORNEY'S FEES

AND COSTS INCURRED THAT IN ANY WAY ARISE OUT OF OR RELATE TO (A) THE MANNER IN WHICH CUSTOMER AND/OR ANY OF ITS CUSTOMERS OR END USERS USE OR OPERATE THE DETECTORS AND/OR OTHER PRODUCTS; (B) ANY PERSONAL INJURIES, PROPERTY DAMAGES OR OTHER LOSSES RESULTING OR OCCURRING FROM THE WILLFUL OR NEGLIGENT ACTS OR OMISSIONS OF CUSTOMER, ITS CUSTOMERS OR END USERS; (C) DEFECTS OR OTHER PROBLEMS WITH OTHER COMPONENT PARTS, EQUIPMENT OR MATERIALS PRODUCED OR SUPPLIED BY ANYONE OTHER THAN ENVIRONICS OY AND THAT MAYBE USED WITH THE DETECTORS AND OR OTHER PRODUCTS; AND/OR (D) CUSTOMER'S TRANSACTIONS WITH ITS CUSTOMERS, END USERS OR OTHER PARTIES REGARDING THE DETECTORS AND/OR OTHER PRODUCTS.

5. INTELLECTUAL PROPERTY RIGHTS: ENVIRONICS OY HAVE SOLE RIGHTS OF ANY INTELLECTUAL PROPERTY RIGHTS USED IN DESIGN, MANUFACTURING OR ANY OTHER PURPOSES REGARDING THE PRODUCTS. ALL INTELLECTUAL PROPERTY RIGHTS WILL REMAIN SOLELY TO ENVIRONICS OY.

5.1. SOFTWARE LICENSE: THIS LICENSE GRANTS THE LICENSEE A PERPETUAL, NON-EXCLUSIVE LICENSE TO USE ENVIRONICS SOFTWARE AND RELATED DOCUMENTATION UNDER SPECIFIC TERMS, CONDITIONS, AND EXPORT COMPLIANCE REQUIREMENTS. YOU MAY INSTALL THE LICENSED SOFTWARE ONE COMPUTER AT ONE TIME. BY INSTALLING AND USING THE LICENSED SOFTWARE ON COMPUTER, YOU DECLARE AGREEMENT WITH THESE CONDITIONS. IF CONDITIONS ARE NOT AGREED, THE INSTALLATION, OPERATING OF THE LICENSED SOFTWARE IS FORBIDDEN AND MUST BE UNINSTALLED FROM THE COMPUTER.

5.1.1. DEFINITIONS: "ENVIRONICS" IS THE OWNER OF THE SOFTWARE PRODUCT(S). "ENVIRONICS" IS ENVIRONICS OY, OF MIKKELI, FINLAND. "SOFTWARE" INCLUDES BUT IS NOT LIMITED TO THE PROGRAM, SUPPORTING DATA CODE, DETECTION LIBRARIES, DOCUMENTATION, PROGRAM UPGRADES AND UPDATES, AND THE OPERATING SYSTEM PROVIDED BY ENVIRONICS. SOFTWARE INCLUDES BOTH DATA EMBEDDED WITHIN, OR PROVIDED SEPARATELY FOR UPLOAD INTO, DETECTORS AND OTHER INSTRUMENTS MANUFACTURED OR SUPPLIED BY ENVIRONICS. SOFTWARE ALSO INCLUDES ANY PROGRAMS OR PROGRAM DATA, INCLUDING CUSTOM COMMUNICATIONS PROTOCOLS, WHETHER INTEGRATED INTO ENVIRONICS HARDWARE PRODUCTS OR SOLD AS DISCRETE COMPONENTS. "LICENSEE" IS THE COMPANY, INDIVIDUAL OR ENTITY THAT HAS PURCHASED THE SOFTWARE LICENSE, AND INCLUDES ITS AUTHORIZED EMPLOYEES AND SUBCONTRACTORS, AGENT(S) AND REPRESENTATIVES WORKING SOLELY FOR THE BENEFIT OF THE LICENSEE WHO AGREE TO BE BOUND BY THE CONDITIONS OF THIS AGREEMENT.

5.1.2. RESTRICTIONS OF USE: ENVIRONICS SOFTWARE CONTAINS TRADE SECRETS AND IN ORDER TO PROTECT THEM THE LICENSEE MAY NOT DECOMPILE, REVERSE ENGINEER, DISASSEMBLE, MODIFY, OR OTHERWISE REDUCE THE SOFTWARE. THE LICENSEE MAY NOT RENT, LEASE, LOAN, RESELL, DISTRIBUTE OR CREATE DERIVATIVE WORKS BASED UPON THE SOFTWARE OR ANY PART THEREOF; UNLESS THE PRODUCT IS BEING PURCHASED ON BEHALF OF, OR DISTRIBUTED TO A THIRD PARTY WHO AGREES TO BE BOUND BY THESE TERMS AND CONDITIONS. ALL ENVIRONICS SOFTWARE PRODUCTS ARE COVERED BY SINGLE COMPUTER LICENSES UNLESS THESE TERMS ARE SPECIFICALLY MODIFIED IN A FORMAL AGREEMENT, COUNTERSIGNED BY AN ENVIRONICS COMPANY AUTHORIZED UNDERSIGNER. FOR SOFTWARE EMBEDDED WITHIN DETECTOR OR OTHER HARDWARE MANUFACTURED OR SUPPLIED BY ENVIRONICS, THE LICENSEE IS PERMITTED TO USE THAT SOFTWARE WITH THE SPECIFIC HARDWARE IN WHICH IT WAS DELIVERED OR UPLOADED INTO. FOR SOFTWARE PROVIDED SEPARATELY FOR UPLOAD (INCLUDING LIBRARIES AND SOFTWARE UPDATES) INTO DETECTORS OR OTHER INSTRUMENTS MANUFACTURED BY ENVIRONICS; THE LICENSEE IS PERMITTED TO USE THAT SOFTWARE ONLY FOR THE SPECIFIC DEVICE FOR WHICH IT WAS ACQUIRED. THE LICENSEE MAY ALSO MAINTAIN ONE BACKUP COPY FOR HIS RECORDS. FOR OTHER SOFTWARE PROVIDED EITHER IN SUPPORT OF ENVIRONICS HARDWARE PRODUCTS, OR INTENDED FOR DISCRETE USE, THE LICENSEE MAY INSTALL AND USE THE PRODUCT(S) ON A SINGLE COMPUTER (CPU) OR WORKSTATION AT A TIME, AND MAINTAIN ONE BACKUP COPY.

5.1.3. OWNERSHIP: THE SOFTWARE IS COPYRIGHTED BY, PROPRIETARY TO AND A TRADE SECRET OF ENVIRONICS. ENVIRONICS RETAINS THE TITLE, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS IN AND TO THE SOFTWARE AND ALL SUBSEQUENT COPIES REGARDLESS OF THE FORM OR MEDIA. THE SOFTWARE

IS PROTECTED BY THE INTERNATIONAL COPYRIGHT LAWS, BY THE COPYRIGHT LAWS OF THE UNITED STATES AND INTERNATIONAL COPYRIGHT TREATIES. THIS LICENSE IS NOT A SALE OF THE SOFTWARE.

5.1.4. TERMINATION: THIS LICENSE IS EFFECTIVE UNTIL TERMINATED. ENVIRONICS WILL GIVE THE LICENSEE UP TO 30 DAYS TO CURE ANY BREACH OF LICENSE UPON WRITTEN NOTIFICATION. UPON TERMINATION THE LICENSEE SHALL DESTROY ALL COPIES OF THE SOFTWARE INCLUDING ANY PARTIAL COPIES; OR FOR SOFTWARE EMBEDDED IN A DETECTOR OR OTHER HARDWARE DELIVERED BY ENVIRONICS SHALL CEASE USING IT.

5.1.5. DISCLAIMER OF WARRANTY: ENVIRONICS MAKES EVERY EFFORT TO ENSURE THAT ALL SOFTWARE IS DELIVERED FREE FROM ERRORS, VIRUSES OR OTHER CRITERIA WHICH MAY AFFECT ITS ABILITY TO PERFORM THE INTENDED TASK. HOWEVER: FOR SOFTWARE THAT IS EXTERNAL TO HARDWARE DELIVERED, PRE-INSTALLED TO PC COMPUTER BY ENVIRONICS OR FOR DATA OR COMMUNICATIONS PROTOCOLS THAT ARE IN USE BY HARDWARE DELIVERED BY ENVIRONICS, THE LICENSEE ACCEPTS ALL RISKS WHICH MAY ARISE FROM THE DOWNLOADING, COMMUNICATION WITH, INSTALLATION OR USE OF THE SOFTWARE; INCLUDING BUT NOT LIMITED TO ERRORS IN TRANSMISSION OR RECORDED MEDIA OR CORRUPTION OF EXISTING DATA OR SOFTWARE. FOR SOFTWARE THAT IS EMBEDDED IN DETECTORS OR HARDWARE THAT IS PROVIDED BY ENVIRONICS, THE COMPANY WILL AT THEIR DISCRETION REPAIR OR REPLACE FAULTY PRODUCTS WITHIN THE LIMITATIONS OF THE HARDWARE'S STANDARD WARRANTY, PROVIDING THEY HAVE NOT BEEN TAMPERED WITH, MODIFIED, OR USED FOR ANYTHING BUT THEIR INTENDED PURPOSE.

5.1.6. LIMITATION OF LIABILITY: UNDER NO CIRCUMSTANCES SHALL ENVIRONICS OR ITS SUPPLIERS OR DISTRIBUTORS BE LIABLE TO THE LICENSEE OF ANY OTHER PERSON OR PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, DATA, GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES, EVEN IF ENVIRONICS SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5.1.7. EXPORT: LICENSEE ACKNOWLEDGES THAT THE LAWS AND REGULATIONS MAY RESTRICT EXPORT OF THE SOFTWARE. THE LICENSEE ACCEPTS FULL RESPONSIBILITY FOR COMPLIANCE WITH ALL APPROPRIATE EXPORT LAWS AND REGULATIONS.

5.1.8. GENERAL: LICENSEE AGREES THIS IS THE COMPLETE AGREEMENT CONCERNING LICENSE. IN ORDER TO AMEND THIS LICENSE, A WRITING EXECUTED BY BOTH PARTIES IS REQUIRED. LICENSEE ASSUMES FULL RESPONSIBILITY FOR THE LEGAL AND RESPONSIBLE USE OF THE SOFTWARE. THIS LICENSE SHALL BE GOVERNED BY AND ADJUDICATED UNDER THE LAWS OF FINLAND SHOULD ANY PROVISION OF THIS LICENSE BE DECLARED UNENFORCEABLE IN ANY JURISDICTION, THEN SUCH PROVISION SHALL BE DEEMED TO BE SEVERABLE FROM THIS LICENSE AND SHALL NOT AFFECT THE REMAINDER HEREOF. ALL RIGHTS IN THE SOFTWARE NOT SPECIFICALLY GRANTED IN THIS LICENSE ARE RESERVED BY ENVIRONICS.

6. CONFIDENTIALITY: INFORMATION DISCLOSED IN THE CONTRACT SHALL BE TREATED AS CONFIDENTIAL AND MAY NOT USED FOR ANY OTHER PURPOSES. THIS OBLIGATION CONTINUES AFTER THE EXPIRATION OF THE DELIVERY CONTRACT.

7. JURISDICTION: IF ANY OF THE PROVISIONS OF THESE TERMS AND CONDITIONS OF SALE ARE OR BECOME UNLAWFUL OR INVALID, THE OTHER PROVISIONS SHALL REMAIN IN EFFECT.

THIS DOCUMENT SHALL BE GOVERNED BY THE LAWS OF FINLAND. IN THE EVENT OF A DISPUTE, THE PARTIES SHALL ATTEMPT TO RESOLVE THE DISPUTE BY NEGOTIATION. IF THE NEGOTIATIONS WILL NOT LEAD TO MUTUAL ACCEPTANCE, THE PLACE OF JURISDICTION ARISING FROM THE CONTRACTUAL RELATIONSHIP IS MIKKELI, FINLAND.