

TERMS AND CONDITIONS FOR THE SALE OF GOODS

1 APPLICATION OF THESE CONDITIONS

- 1.1 Any sale and supply of goods by Aplicom Oy of Äänekoski, Finland (hereinafter referred to as "Aplicom") shall be subject to exclusively these terms and conditions (hereinafter referred to as "these Conditions"), unless derogated from in writing and only in so far as expressly stated. All future contracts for the sale of goods shall be subject to these Conditions.
- 1.2 Any additional or different terms proposed by Customer or appearing on Customer's order, acceptance of offer or other notification shall not be binding upon Aplicom and are to be deemed waived by Customer, unless expressly assented to in writing by Aplicom.

2 DEFINITIONS

- 2.1 In these Conditions, the following terms shall have the meanings herein assigned to them:
- "Customer"** shall mean any purchaser(s) of Products;
- "Contract"** shall mean contract(s) between the parties i.e Aplicom and Customer;
- "Products"** shall mean all electronic or mechanical equipment, software and accessories to be supplied by Aplicom and branded with Aplicom name under the Contract; and
- "Contract Price"** shall mean the payment to be made for the products.
- "3rd Party Products"** shall mean products with other company's brand, including for example car navigators supplied by Aplicom.

3 OFFER AND ACCEPTANCE

- 3.1 Unless otherwise specified by Aplicom, any offer of Aplicom shall be deemed cancelled thirty (30) days from the date of issuance and may be modified or withdrawn at any time prior to Aplicom's receipt of Customer's acceptance of said offer.
- 3.2 No order shall be binding until accepted by Aplicom in writing. This also applies to any amendments, alterations or side agreements.
- 3.3 Unless otherwise stated, a binding contract of sale shall in any event be deemed entered into (hereinafter "Conclusion of Contract") between Customer and Aplicom when either (i), upon receipt of an order, Aplicom has accepted such order in writing within the time limit for acceptance (if any) and such acceptance has been forwarded to Customer, or (ii) upon Aplicom's receipt of Customer's acceptance of Aplicom's offer.
- 3.4 Receipt by Customer of any acknowledgement of Aplicom of any order of Customer without prompt objection to the terms and conditions therein set forth constitutes acceptance by Customer of such terms and conditions and all details of such acknowledgement.

4 MODIFICATIONS AND ALTERATIONS

- 4.1** At its own discretion, Aplicom may, after the Conclusion of Contract, free of charge, alter the intended design, component parts or raw materials where prompted or necessitated by technological progress or the like and provided that, taking Customer's interests into consideration, such changes can reasonably be expected to be accepted by the latter.

5 CONFORMITY OF GOODS

- 5.1** Immediately and not later than 48 hours upon taking delivery, Customer shall inspect the Products and notify Aplicom promptly of any defects or deficiencies in comparison to what has been agreed between Aplicom and Customer pursuant to the relevant Contract. If Customer fails to notify Aplicom of such defects or deficiencies and to procure Aplicom with, in the latter's discretion, sufficient specification and evidence of such defects or deficiencies within two weeks after taking delivery as mentioned hereinbefore, the Products shall be deemed to conform with the purchase Contract as to quality and quantity except for defects that are not discoverable upon reasonable inspection. Any claims in respect of outwardly visible defects made later than within said period of time are to be regarded void.
- 5.2** Upon subsequent discovery of any hidden defect Customer shall notify Aplicom without delay in order to take advantage of the warranty hereinafter set forth.

6 WARRANTY

- 6.1** Aplicom warrants that the Products sold hereunder will be free from defects in material and workmanship. This warranty contains and is limited to the following:

(1) Aplicom undertakes at its own discretion to repair or to replace free of charge all parts which to Aplicom's satisfaction have proven to have become useless or their working condition has proven to have been seriously affected provided the defects have appeared within 12 months after passing of the risk for causes Aplicom was responsible for before passing of the risk, in particular faulty design, defects in material or workmanship or bad execution. Customer shall immediately notify Aplicom of such defects in writing. Parts replaced shall become the property of Aplicom. If dispatch, installation, or start-up of such larger system where the Products constitute part or merely a component is/are delayed without Aplicom's fault, Aplicom's warranty for the Products shall expire at the latest 15 months after readiness for dispatch. If the Products sold hereunder contain essential components from another manufacturer, Aplicom's liability shall be limited to assignment of Aplicom's warranty claims against manufacturer or supplier of the components. The warranty period for application software installed in Aplicom units is 6 months.

(2) Customer's right to claim defects is always subject to payment of any amounts due and expires 6 months from the date of due notification of a defect, but at the earliest on expiration of the warranty period.

(3) Aplicom shall not be responsible for faults and damages arising from improper, careless or faulty treatment, faulty installation or start-up by Customer or third parties, normal and natural wear and tear, incorrect or careless handling, including improper maintenance, unsuitable site, chemical, electrochemical or electric actions unless imputable to Aplicom. Aplicom's warranty does not cover parts which because of their nature and the purpose used are quickly expendable, e.g. packings, seals, furthermore all and every damage caused by electric arcs, electron beams, puncture of crucible.

(4) After mutual consent Customer shall grant to Aplicom reasonable time and opportunity to proceed with the repairs or replacements as Aplicom may at its own discretion consider necessary. Only in the event of extraordinary cases such as jeopardizing safety of operation or

risking excessive damages - whereupon Aplicom shall immediately be notified - or if Aplicom should be in delay of remedying the damage through its fault, Customer shall be entitled to remedy the defect himself or have it remedied by a third party and to recover the cost necessarily incurred from Aplicom.

(5) Aplicom shall bear the direct cost arising from repair or replacement for warranty claims provided they have proven to be justified, i.e. the cost for the replaced part excluding carriage and any ancillary cost. Any further costs shall be borne by Customer.

(6) The warranty period for parts replaced and repairs shall be three (3) months, but shall, however, not expire before the warranty period of the Products originally supplied. The warranty period for the Products supplied shall be extended by the period of breakdown caused by any such repair or replacement.

(7) In the event that Customer or any third party carries out modifications or repair work in an improper manner or without previous consent of Aplicom, Aplicom shall not be responsible for any consequences thereof.

6.2 For 3rd Party Products Aplicom provides a warranty for 12 months and replaces the unit under warranty with new unit. If the manufacturer discontinues to provide certain model of the product the unit will be replaced by similar unit or the warranty unit is compensated by returning the amount paid on the unit.

6.3 This warranty is made in lieu of all other warranties, expressed or implied including but not limited for any implied warranty of merchantability and/or fitness for a particular purpose and is made in lieu of all other obligations or liabilities on the part of Aplicom of any nature whatsoever. Aplicom neither assumes nor authorizes any person to assume for it any obligations or liabilities not expressly stated herein. The foregoing warranty shall be customer's sole remedy and customer's sole liability on contract of warranty or otherwise for the Products. In no event will Aplicom be liable for any lost profits or other consequential damages whether or not resulting from Aplicom's negligence, even if Aplicom has been advised of the possibility of such damages.

7 DELIVERY

7.1 Unless expressly otherwise agreed or stated in Aplicom price list delivered to Customer, all deliveries of the Products by Aplicom shall be subject to the trade term Free Carrier (FCA, Incoterms 2000, ICC) Äänekoski, Finland.

7.2 Aplicom bears the risk of loss, destruction or deterioration of the Products until the time of supply/delivery from which time Customer shall bear the aforesaid risk.

7.3 Unless expressly otherwise agreed Aplicom may, without any obligations, ship in the way it deems appropriate. Aplicom may arrange for partial deliveries, transshipments and the route of transport, all costs and expenses thereby incurred to be reimbursed to Aplicom upon its first demand. Customer agrees to indemnify Aplicom against all claims for damage to Products in transit. The right is reserved to place in storage for Customer's account and at his expense any Products not timely shipped in accordance with the terms hereof if such delay is not the fault of Aplicom.

7.4 Unless expressly affirmed in writing, the delivery date or the period of time for delivery specified in Aplicom's offer or order acknowledgement are Aplicom's best estimate and will not operate to bind Aplicom to supply the Products on any specific date or within any specific period of time. Aplicom will keep Customer timely informed of changes that may occur as to time of supply. In the event Aplicom has expressly affirmed any particular date or period of time for delivery and if any delivery of Products shall be delayed due to reasons attributable to Aplicom, Aplicom shall, from the third commenced week of delay and any subsequent week of delay, as sole and complete compensation and consequence of the delay occurred as liquidated damages pay one quarter of one per cent (0.25 %) of the value of the purchase price reasonable assigned to the delayed

consignment but, however, under no circumstances for more than a period of fourteen weeks after which time Customer is entitled to invoke upon any remedies the applicable law places at Customer's disposal.

8 INDEMNIFICATION AND LIMITATIONS OF LIABILITY

- 8.1** The total liability of Apicom, including its subcontractors and suppliers, on any and all claims, whether in contract, warranty, tort (including negligence or patent infringement) or otherwise, arising out of, connected with, or resulting from the performance or non-performance of any agreement resulting herefrom or from the manufacture, sale, delivery, resale, repair, replacement or use of any Products or the furnishing of any services, shall not exceed the price allocable to the Products to which the claim pertains. Except as to title, any such liability shall terminate upon the expiration of the warranty period specified in Clause 6.1 hereof.
- 8.2** In no event, whether as a result of breach of contract, warranty, tort (including negligence or patent infringement) or otherwise, shall Apicom, or its subcontractors or suppliers, be liable for any special, consequential, incidental, indirect or exemplary damages, including but not limited to, loss of profit or revenues, loss of use of the Products or any associated equipment, cost of capital, cost of substitute goods, facilities, services or replacement power, downtime costs or claims of Customer's customers for such damages.
- 8.3** Customer agrees to defend, indemnify, save and hold harmless Apicom against all claims and actions as a result of any sales, property damage, or personal injury sustained by Customer, its employees, or other third parties, as a result of use of the Products. Customer will carry adequate product liability insurance.

9 FORCE MAJEURE

- 9.1** In these Conditions, the term force majeure shall be understood to include any and all circumstances beyond Apicom's control, even if these were already foreseeable at the time the Contract was concluded, that permanently or temporarily prevent fulfilment of the Contract, including war, whether declared or not declared, danger of war, civil war, riot, strike, lock-out, transport difficulties, inability to obtain power, materials or components, fire and other serious interruptions in the business activities of Apicom or of Apicom's suppliers.

10 SUSPENSION AND CANCELLATION

- 10.1** In the event of inability to perform any contract of sale between Apicom and Customer as a result of force majeure, Apicom shall be entitled, after a written notice to Customer, to suspend the performance of the Contract for no more than six (6) months, or to cancel the Contract in full or in part, without being liable in damages and without judicial intervention being required.
- 10.2** Both in the event of suspension and in that of cancellation by virtue of Clause 10.1, Apicom shall be entitled to receive the payment, according to the agreement, of Products shipped and delivered by it in performance of the Contract, at the value reasonably assigned thereto.
- 10.3** If Customer does not fulfil any obligation arising from the Contract of sale concluded with Apicom or it is obvious that Customer is not capable of fulfilling his contractual obligations vis-a-vis Apicom, as well as in the event of bankruptcy, suspension of payment, closing down, winding-up or full or partial transfer - whether or not as security - of the business of Customer including the transfer of a major part of the latter's receivables, Apicom shall be entitled, after written notice by Apicom either to suspend the performance of each of these Contracts for no more than six (6)

months, or to cancel them in full or in part, without being liable in damages or bound by any guarantee or warranty, and without prejudice to its further rights.

11 CONTRACT PRICE

- 11.1** Unless otherwise quoted by Aplicom or agreed upon in writing, the Products will be invoiced to Customer according to respective prices contained in Aplicom's current price lists or catalogues. In the case of Products for which no price is currently in effect and unless otherwise agreed, the price will be determined by Aplicom and set forth in the invoice after delivery.
- 11.2** The delivery terms are determined as in 7.1 above.
- 11.3** Unless explicitly stated otherwise, the Aplicom's Price does not include any sales, use excise, value added tax, turnover tax nor any export, import or other duties.

12 PAYMENT

- 12.1** Unless otherwise agreed upon in writing, payment of the Contract Price under any contract of sale shall be made in the currency of Euro (EUR) and to Aplicom's banking account in Finland and the following conditions shall apply:
- (1)** Aplicom may, according to its own judgement offer customer or delivery specific payment conditions and define credit limit for any customer or delivery. The payment conditions will be defined in the applicable product offer or price list.
 - (2)** Unless otherwise defined in the applicable price list issued by Aplicom or offer made by Aplicom, the payment condition is 30 days net. The payment shall be made in Finland, not later than thirty (30) days after delivery of the Products covered by such Contract.
 - (3)** If Customer is located outside EU (European Union), the payment shall be made with confirmed irrevocable letter of credit or cash in advance, if not otherwise agreed.
- 12.2** Any delay in delivery - for whatever cause - shall not entitle Customer to leave any obligation vis-a-vis Aplicom not fulfilled.
- 12.3** If in Aplicom's sole opinion the financial condition of Customer warrants, Aplicom may require cash payments, sight documentary credit or security satisfactory to it before delivery of the Products.
- 12.4** Unless otherwise specified by Aplicom, failure by Customer to pay any invoice within the period of time for payment stipulated therein shall operate to make all outstanding invoices relating to the present or any other sale Contract between Customer and Aplicom immediately payable in full. The acceptance by Aplicom of any partial payment of amounts due (whether under the original terms of payment or terms of payment changed by Aplicom as provided herein) shall not be considered a waiver of any of Aplicom's rights set forth herein or provided by law.
- 12.5** If Customer or the advising bank fails to pay on the agreed day(s), regardless of what mode of payment has been applied, or if Customer fails to open a documentary credit, he shall be deemed ipso jure in default. In the event Customer is to be deemed in default, Aplicom shall be entitled to interest on the invoiced amount at the annual rate of 13 (thirteen) per cent the interest falling due forthwith and without notice of default being required; in addition Aplicom shall be entitled to all judicial and extra judicial charges falling on the collection of such debt.

- 12.6** Until Aplicom receives full payment for any and all Products sold and shipped pursuant to any Contract of sale between Aplicom and Customer Aplicom retains the legal property in such Products.

13 CONFIDENTIAL INFORMATION

- 13.1** Aplicom has imparted and may from time to time impart to Customer certain confidential information and documentation relating to the Products, their marketing, use, maintenance, operation and software including technical specifications thereof and Customer hereby agrees that it shall not disclose, whether directly or indirectly, to any third party (including end-user-customers), such information other than is required to carry out its ordinary business.
- 13.2** In the event that disclosure is necessary, Customer will obtain from such third parties duly binding agreements to maintain in confidence the information disclosed to the same extent at least as Customer is so bound to Aplicom hereunder.

14 PATENT, TRADEMARKS, COPYRIGHTS AND INTELLECTUAL PROPERTY RIGHTS

- 14.1** Customer acknowledges that any and all of the trademarks, trade name, patents, copyright and other intellectual property rights embodies in or in connection with the Products and any other information, documentation, parts or software relating thereto are the property of Aplicom or such other manufacturer/supplier as the case may be specified therein or thereon, and Customer shall not during or at any time in any way question or dispute the ownership by Aplicom or such other manufacturer/supplier of any such rights.
- 14.2** Copyright is reserved for all illustrations, descriptions and translation by Aplicom. Customer also acknowledges that failing an express written authorisation to the contrary he is not given any rights to use any such trademarks, patents and other rights belonging to Aplicom or other manufacturer/supplier as the case may be.
- 14.3** Customer shall not, without the prior written consent of Aplicom use or adopt any name, trading style or commercial designation used by Aplicom or modify any name, trade mark or design in Aplicom products.

15 NOTIFICATIONS BETWEEN THE PARTIES

- 15.1** For being considered appropriate, any notice or the like required or permitted hereunder, shall be in writing in the English language.

16 NO DELEGATION OR ASSIGNMENT OF DUTIES OR RIGHTS

- 16.1** The delegation or assignment by Customer of any or all of its duties or rights hereunder without Aplicom's prior written consent shall be void.

17 HEADINGS

- 17.1** The headings of these Conditions are for ease of reference and shall not affect its interpretation.

18 GOVERNING LAW

- 18.1** The validity, performance and all matters relating to the interpretation and effect of Contract (incl. these Conditions), any ancillary agreement as well as any agreement resulting herefrom shall be governed by the U.N. Vienna 1980 Convention on the International Sales of Goods Sales Convention, and supplementary by the law of Finland.

19 DISPUTES

- 19.1** Any disputes arising from a Contract to which these Conditions apply in full or in part, shall be settled, to the exclusion of the ordinary courts, by arbitration pursuant to the Finnish Act on Arbitration. The place of arbitration is Helsinki.

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