

General Terms and Conditions of Sale

1 GENERAL

These terms and conditions shall apply to all services provided by Tarkes Inspection Oy ("Tarkes"). These terms and conditions shall apply to all contracts made between the customer and Tarkes.

The scope of the service is defined in the contract or in order confirmation between the customer and Tarkes. At least the subject matter, scope and basis for charging must be defined. Priority shall be given to the terms and conditions defined in the contract between the customer and Tarkes and secondary consideration must be given to these general terms and conditions of sale. If the contract is written in more than one language, the contract must indicate which of the languages prevails.

2 CUSTOMER'S RESPONSIBILITIES

In accordance with the agreed schedule, the customer shall give to Tarkes, free of charge, the documents required for the performance of the work, such as drawings and other basic information which are in the customer's possession. Further, the customer shall give Tarkes, free of charge, with such plans and information in its possession concerning the purpose of use as Tarkes may need to comply with the regulations and provisions on occupational health and safety. The customer is obligated to provide the necessary electricity, general lighting, scaffolding and scaffolding work, cleaning and fire protection, as well as sufficiently skilled auxiliary workforce required for the delivery.

The customer must organize necessary office- and social facilities. The customer also ensures that Tarkes has free entrance to the site. The customer is responsible for safety at work in the area or on the site. The customer shall provide, among other things, the necessary specific health and safety training for the personnel. The customer is responsible for the costs of any special health checks and personnel laboratory tests required to carry out the services. The customer is obligated to ensure that approaching and entering the site is safe. In the event of non-compliance with the safety instructions at the work site, Tarkes is entitled to suspend its services.

The customer shall be liable to Tarkes, as defined in the contract and these terms and conditions, for any damage caused by errors or omissions on the part of the customer. Upon discovery of the damage that is about to occur or has occurred, Tarkes shall immediately and verifiably inform the customer to avoid further damage. The customer shall be responsible for the basic information, binding instructions and applicable orders given to Tarkes.

The customer is fully responsible for the requirements of the Product Liability Directive (85/374/EEC). The customer has overall responsibility for the application of all directives and regulations applicable to the product and for the conformity of the product, even where conformity assessment has been the responsibility of Tarkes.

3 TARKES'S STATUS AND LIABILITY

3.1 Tarkes's position

Tarkes performs the task assigned to it with the professionalism as required by the site, considering the circumstances of the site, objectively and in accordance with good professional technical practice and requirements. Unless otherwise agreed

between parties or specified in the guidelines or norms, the assessments and inspections are spot checks and therefore not all-inclusive. Tarkes is responsible for complying with the laws, standards and government regulations as well as related or specifically defined norms, standards and specifications applicable to the services. Professional and qualified personnel will be used for the delivery of the services. The result of the assignment shall be provided in the form of a written inspection report or certificate. Tarkes shall be responsible for the delivery of its subcontractors and external resources. The subcontractor will be appointed or the principles for the use of the subcontractor shall be written down in the contract. Tarkes shall be responsible for its contractors in accordance with the Finnish Act on Contractor's Obligations and Liability.

Tarkes is obliged to comply with work safety regulations. Tarkes must remain financially and otherwise independent from suppliers, manufacturers, contractors and other factors that may compromise the independence of the inspection body. When a task concerns the interests of Tarkes, the customer or a third party, in such a way that the objectivity of the proceedings may be compromised, Tarkes is obliged to inform the customer accordingly. Tarkes must not follow instructions given by persons other than the customer, unless expressly agreed with the customer. If the instructions given by the client are found to conflict with the law or other regulations, they must be immediately re-agreed upon.

3.2 Tarkes's liability

Tarkes is responsible for its own equipment, material and labor required for the assignment. Tarkes is liable, as defined in the contract and these terms and conditions, for damages caused to the customer due to errors or omissions by Tarkes. Tarkes is not liable for loss of production or decrease of profit caused by the damages or for other indirect damages such as, for example, the re-conditioning of the inspection object for inspection. The customer has a maximum of 30 days from the delivery of the certificate or minutes of the defective work carried out by Tarkes to notify their claim for compensation, specifying the grounds on which it is based, at risk to forfeiture of the customer's right to compensation. The customer shall forfeit his right to compensation if Tarkes's error has been communicated to a third party without Tarkes's permission. If there have been errors in Tarkes's delivery, the customer must give an opportunity to correct the delivery. If, because of the corrective measures taken by Tarkes, defects other than those caused by Tarkes are discovered, then the customer shall remedy them at its own expense. Tarkes's inspections and assessments do not relieve the customer for the responsibility that the object of the inspection must fully comply with the legal and other specifically stipulated requirements. Tarkes is responsible for ensuring that the inspections at the time of delivery comply with the requirements for inspections stipulated in the legislation or other specifications. Tarkes is not liable for damages caused by the fact that the object does not comply with the regulations and indicated demands. Tarkes is not liable for any damage caused to a third party because of a defect or deficiency in the object of inspection. The claim for compensation will be presented or passed on to the customer.

The upper limit for compensation will be specified in the contract. In the absence of such a provision, the maximum amount of damages shall not exceed Tarkes's total fee. The effect of deviating liability on the compensation received by Tarkes and the coverage of the liability by the insurance shall be laid down explicitly in the contract. In case of contracts based on unit prices or time billing (e.g. annual contracts), Tarkes's liability shall be limited to the calculated fee for the individual commission in question but shall not exceed EUR 5 000.



However, these limits do not apply in cases of intent or gross negligence.

Upon perceiving the damage that is about to occur or has occurred, the customer must immediately and verifiably notify Tarkes to avoid further damage.

4 GROUNDS FOR CHARGING

4.1 Rates of services

Tarkes will charge for the services in accordance with the annual rates list, unless a separate quotation has been submitted or an annual contract concluded. Tarkes has the right to make changes to the service rates list.

4.2 Payments

Tarkes has the right to invoice the customer at least monthly based on the progress of the work or according to an agreed payment schedule, with the right to invoice arising after the customer has had the opportunity to review the basis for the invoicing.

If no payment scheme is included in the contract, the customer is obliged to pay to Tarkes partial payments from the total price of the services, which are in right relation to both the total price and the stage of the work in question. If disagreements arise from some parts mentioned in the invoice, the undisputed part shall nevertheless be paid in accordance with the agreement.

Unless otherwise agreed, the period for payment shall be 14 days and interest shall be charged on arrears in accordance with the Finnish Interest Act.

If the customer fails to fulfil its payment obligation under the agreement, Tarkes shall have a right of retention of documents corresponding to the customer's default for as long as the payments due under the agreement remain unpaid. The documents (certificates, records) are the property of Tarkes until the payment obligation has been fulfilled.

5 CONFIDENTIALITY

Both the customer and Tarkes will keep confidential information regarding the business, functions, services or products unless otherwise agreed or required by regulatory requirements. The customer undertakes that neither it nor its employees will disclose to third parties any information about the methods which are used to accomplish the assignment of Tarkes and that any information obtained by the customer from Tarkes will not be used for any purpose other than the customer's own business means related to the object of inspection.

6 SCHEDULE, DELAYS AND INTERRUPTIONS OF THE WORK

To guarantee the independence and quality of the inspections, the customer must allow sufficient time for the delivery of the services. The work is carried out without undue delay. The customer shall indicate the starting time of the work for scheduling purposes. After the contracting parties have agreed on the schedule to carry out the services, the work shall be carried out in accordance with it.

In the case of a multi-stage delivery, the customer must notify the inspector appointed by Tarkes in good time of any inspection visits required. Unless otherwise agreed, two weeks before the inspection date shall apply. In the event of additional work affecting the schedule of the assignment, Tarkes shall be entitled to obtain the necessary extension.

If Tarkes's work is interrupted or delayed for reasons for which the customer is responsible, Tarkes shall be entitled to compensation for wage costs, special allowances and expenses resulting from the delay or interruption, up to a maximum period of eight weeks from the time Tarkes received notification of the interruption. Tarkes shall be obliged to take the necessary measures to reduce or eliminate the damage.

If the agreed schedule cannot be met for reasons attributable to Tarkes and the inspection work is delayed by more than three (3) days from the agreed date or the result documents by more than ten (10) days, and nothing else has been agreed, Tarkes shall be liable to pay a late penalty. If the amount of the late penalty is not specified in the contract, it shall be 0.5% of the total fee for the assignment or the relevant part-unit for each full week that the assignment is late from the agreed completion date. However, the late penalty shall be charged for a maximum of ten weeks. In addition to the late penalty, Tarkes shall not be obliged to pay any other compensation for the delay, unless it has acted intentionally or with gross negligence.

Possible claim for a penalty for late payment must be made in writing within three months of the completion of the work under the commission contract. Late penalty may also be agreed on per each part. If the delay or interruption of the work is due to reasons beyond the control of the parties, the customer shall be obliged to grant Tarkes a corresponding extension of the time reserved for the performance of the task and to reimburse Tarkes for the wage costs, special compensation and expenses incurred by Tarkes because of the delay or interruption. Reasons beyond the control of the parties shall also be deemed to include measures taken by public authorities with the aim of preventing, postponing or limiting the execution of the project.

If the agreed schedule cannot be met due to a strike or blockade preventing Tarkes's performance, or a lockout approved or decided by the employer's organization, or any other similar measure that materially preventing performance, Tarkes shall be entitled to a reasonable extension of the performance period.

7 TERMINATION OR SUSPENSION OF THE CONTRACT

7.1 The customer's right to terminate

The customer has the right to terminate the contract, unless a repair does not take place within a reasonable time despite the customer's written notice to Tarkes, in the following cases:

- a) Tarkes does not start the work within the agreed time;
- b) The work is carried out so slowly that they are not obviously going to be completed within the agreed time or, unless no timetable has been agreed, within a reasonable time, and this is not due to circumstances that would entitle Tarkes to an extension of the time for performance;
- c) Tarkes is unable to carry out the agreed work, has been placed to bankruptcy; or
- d) Tarkes acts otherwise in material breach of the contract.

7.2 Tarkes's right to terminate

Tarkes has the right to terminate the contract if:



- a) the customer is declared bankrupt, goes into reorganization or is otherwise insolvent;
- b) Tarkes has insurmountable difficulties of performing the contract obligations due to Force Majeure reasons or changes in the legislation that could not have been foreseen when the contract was signed;
- c) the customer does not comply with the contract requirements for payment of invoices;
- d) measures taken by the customer prevent the performance of the inspection;
- e) the customer has unlawful demands or demands which jeopardies the independence of the inspection;
- f) or the customer otherwise acts in breach of the essential requirements of the contract.

If the contract is terminated due to no fault of Tarkes, the customer shall pay the value of the delivery unpaid at the time of termination, as well as all direct costs resulting from the termination, the costs of termination of subcontractors' contracts, the termination of site arrangements and wage costs including social costs and reasonable profit, to Tarkes based on the invoice submitted.

8 TRANSFER OF THE CONTRACT AND TERMINATION OF THE COMMISSION

The contract cannot be transferred without the consent of the other party. The assignment shall be deemed to be completed when the agreed work has been carried out and the documents relating to the assignment have been handed over to the customer in accordance with the contract.

9 PRIORITY ORDER OF THE CONTRACT DOCUMENTS

In the event of conflicting provisions in the contract documents, the order of validity of the provisions of the documents shall be as follows:

- a) Contract
- b) The annexes specified in the contract
- c) Tarkes's General Terms and Conditions of Sale
- d) Tarkes's offer
- e) Customer's inquiry
- f) Other documents in the order specified in the contract.

The contracting party which discovers contradictory provisions in the contract documents is obliged to inform the other party without delay.

10 REFUSALS OF CERTIFICATE

If Tarkes refuses to grant a certificate of inspection to the customer, Tarkes must provide detailed reasons for the refusal. In Finland a denial decision given by Tarkes in the rectification procedure, can be appealed to the Administrative Court of Appeal as provided in the Administrative Uses Act. In the denial letter, the customer is advised of the possibility to appeal the rejection to the CEO of Tarkes.

11 APPEAL PROCEDURE AND ADDRESS IN FINLAND

A complaint about the operation of Tarkes must be submitted no later than 30 days after the date on which the appellant has received a written decision or inspection certificate. Instructions related to filling a complaint and a complaint form can be found on Tarkes 's website (www.tarkes.fi). In addition, an address for appeal is indicated on the inspection certificates. You can also file a complaint with a free form written document. Oral complaints will not be processed.

12 DISPUTES, GOVERNING LAW, DISPUTE RESOLUTION

The agreement is governed by the laws of Finland, excluding its choice of law rules or principles.

Any dispute, controversy or claim arising out of or relating to the contract between Tarkes and the customer, 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 seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English, but evidence may be provided and witnesses heard also in Finnish.

