

## GENERAL TERMS AND CONDITIONS

### 1. APPLICABILITY.

Unless otherwise specified in a written bid, quote or contract, the following terms and conditions shall apply.

### 2. PRICES AND TAXES.

Prices will be Viatronics Corp.'s ("Seller") prices in effect on the date a purchase order is accepted by Seller, and Seller may change its prices at any time, in its sole discretion. All prices will be F.O.B. Kokkola, Finland, and net of any duties, sales, use or similar taxes, fees or assessments, and do not include shipping, packaging or any insurance costs, all of which are Buyer's responsibility.

### 3. PAYMENT.

Unless otherwise provided on the face of the quote, purchase order or invoice, payment is due **14 days after invoice date** in Euros. Partial payments are not permitted unless authorized in writing. Partial payments will be treated as non-payment. Each invoice is independent from shipping sequence and disputes relating to other invoices. Failure to pay an invoice within 14 days will be considered a default.

### 4. DELIVERY AND PERFORMANCE.

Delivery dates are approximate. Seller disclaims all liability for late or partial delivery. Seller may deliver in such lots and at such times as is convenient for Seller.

### 5. LOSS IN TRANSIT.

Risk of loss will pass to Buyer upon delivery of the goods to the carrier. In case of breakage or loss in transit, Buyer will have notation of same made on expense bill before paying freight. Seller may reject claims for shortages not made within 15 days of Buyer's receipt of the goods.

### 6. TERMINATION, RESTOCKING CHARGES.

Buyer may terminate this purchase order for its convenience, in whole or in part, by written, faxed or telegraphic notice at any time. If Buyer terminates this purchase order for convenience, Buyer will be liable to Seller for Seller's reasonable costs incurred in the performance of this purchase order that Seller cannot mitigate. Unless otherwise agreed upon in advance in writing by Seller, Seller may charge Buyer a 35 % restocking fee, if: (a) upon approval by Seller, the Buyer returns any non-defective goods covered by this invoice; or (b) prior to shipment, but after the goods are produced by Seller, Buyer cancels the order for the subject goods.

### 7. WARRANTY.

Viatronics Corp. guarantees all products to be free from defects in workmanship and material and to operate within specifications for a period of one year. During this period, Viatronics will repair or replace, at its option, any component, except batteries or chargers, found to be defective, without cost to the owner, providing the product is returned to the Viatronics or to a closest Viatronics representative.

The full warranty on parts and workmanship does not include normal wear and tear, crushing, dropping, fire, impact, immersion, or damage from attempted repair or modifications by unauthorized service agents. For repairs, simply return the unit (transportation prepaid) directly to the Viatronics or to an authorized representative or warranty service center. Contact your sales representative for more information about the Service Return Procedure.

### 8. LIMITATION OF LIABILITY.

SELLER IS NOT LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES, OR ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A SELLER REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS, DAMAGES, CLAIMS OR COSTS, NOR IS SELLER LIABLE FOR ANY CLAIM BY ANY THIRD PARTY. SELLER'S AGGREGATE LIABILITY UNDER OR IN CONNECTION WITH THIS PURCHASE ORDER IS LIMITED TO THE AMOUNT PAID FOR THE GOODS.

### 9. INDEMNIFICATION.

Buyer will indemnify, defend and hold Seller harmless from all losses, damages, liabilities and costs, including attorneys' fees, incurred or sustained by Seller as a result of any third party claim made against Seller, including a claim by a customer of Buyer, arising from its negligent, reckless, wilful, or intentional actions in marketing and reselling the goods.

### 10. EXPORT RULES.

Exports and re-exports of the goods may be subject to Finnish / European Union export controls and sanctions administered by the Finnish or European Union authorities. Buyer shall comply with all laws, rules and regulations applicable to the export or re-export of goods including screening potential transactions against the Government's (i) list of prohibited end users, and (ii) list of prohibited countries.

### 11. MISCELLANEOUS.

These terms and conditions, together with any other written agreement between Buyer and Seller, if any: (i) are the exclusive statements of the parties with respect to the subject matter and supersedes any prior or contemporaneous communications; (ii) may not be amended except in writing executed by the parties and will prevail in any case where the terms of Buyer's purchase order or other communication are inconsistent; (iii) will be interpreted and enforced in accordance with the laws of the Finland, without giving effect to principles of conflicts of law. These terms and conditions are: (1) solely for the benefit of the parties, and no provision of these terms and conditions will be deemed to confer upon any other person any remedy, claim, liability, reimbursement, cause of action or other right. Each party consents to the exclusive personal jurisdiction of the courts located in Finland as for purposes of any suit, action or other proceeding arising out of this Agreement, waives any argument that venue in any such forum is not convenient and agrees that the venue of any litigation initiated by either of them in connection with this Agreement will be in either the District Court of Kokkola, Finland. If any provision of these terms and conditions is unenforceable, the remaining provisions will remain in effect. No waiver (whether by course of dealing or otherwise) is effective unless it is made in writing and signed by the party to be charged with such waiver. Unless otherwise specified in writing, notices must be given in writing by registered or certified mail, return receipt requested, addressed to:

Viatronics Corp.  
Sales Department  
Merikotkantie 10 LH1, 67200 Kokkola  
Finland

## CONFLICT MINERAL POLICY STATEMENT

Conflict minerals include tantalum, tin, tungsten and gold, which are used in many electronic components and computer products. In 2010, the United States passed the Dodd Frank Wall Street Reform and Consumer Protection Act — the Dodd Frank Act. Section 1502 thereof introduce supply chain transparency by requiring companies listed on US stock exchange using conflict minerals' in their production processes to declare the origin of such minerals and perform appropriate supply chain due diligence. Section 1502 provisions are enforceable as of 31 May 2014 by which time affected companies must submit their first annual conflict minerals reports to the US Securities and Exchange Commission. Although the scope of the legislation is formally restricted to US-listed companies, it is having considerable effects abroad, including in the EU, mainly through global supply chains, because suppliers to US-listed companies are being asked to contribute due diligence information.

Viatronics promotes the traceability of these minerals and the transparency of the supply chain. Viatronics firmly believes that its customers should be fully informed about the products they purchase. Viatronics is committed to working with its customers to supply products that meet the customer's specifications. Viatronics expects its suppliers to these aspects of its business to only source minerals from responsible sources.

Viatronics does not directly purchase any conflict minerals from any source and strives not to purchase products that contain conflict minerals that directly or indirectly finance or benefit armed groups in the Democratic republic of Congo or adjoining countries. Viatronics has therefore committed itself to the ten principles relating to human rights, labour standards, environmental protection and anti-corruption initiatives. Our customers, suppliers and other business partners can be certain that their business relations with Viatronics are based on trust and respect.

Viatronics fully understands the importance of this issue to its customers and is committed to supply chain initiatives and overall corporate social responsibility and sustainability efforts that work towards a conflict free supply chain.



Jani Andersson  
CEO