

GENERAL TERMS AND CONDITIONS OF SALE

1. Sales Agreement. The sale of products and services (“Products”) by Stresstech Oy (“Stresstech”) is governed by these terms and conditions (“Terms and Conditions”). Stresstech’s offer to sell Products to the buyer (“Buyer”) is expressly conditioned upon Buyer’s acceptance of these Terms and Conditions, as evidenced by (i) Buyer’s issuance of an Order (as defined below) for Products, (ii) Buyer’s acceptance of any Products under an Order, or (iii) Buyer’s payment for any Products under an Order. These Terms and Conditions apply to the exclusion of any other terms that the Buyer seeks to impose or incorporate or which could be implied by trade, custom, practice or course of dealing. Any terms included on any Order, acknowledgment form or other documents issued by or on behalf of Buyer shall not apply and are hereby voided, except to the extent that any such terms are expressly agreed to in writing by Stresstech.

Any offers to sell Products by Stresstech must be in writing to be valid, and all such offers shall be valid for thirty (30) days from the date of issuance, unless otherwise set forth in such offer. Offers shall be deemed accepted only upon Stresstech’s receipt of Buyer’s written acceptance of such offer (an “Order”), provided that Stresstech receives such Order prior to the offer’s expiration date. Stresstech shall not be liable for any errors or miscalculations in Buyer’s Orders.

Buyer may not cancel an Order without Stresstech’s prior written approval and such approval shall be at Stresstech’s sole discretion. In the event Stresstech agrees to permit Buyer to cancel an Order, Buyer will pay Stresstech, as a cancellation fee, all direct costs attributable to the cancellation plus fifteen percent (15%). Subject to the warranty set forth herein, Products purchased under these Terms and Conditions are not returnable or refundable.

2. Prices. All prices exclude (and Buyer shall be solely responsible for) costs of packing, loading, shipping, delivery, insurance, payment fees, installation and commissioning. Prices do not include any fees, taxes or duties relating to the shipment and delivery of the Products, including without limitations value-added tax (VAT), duty, import and export tariffs and other forms of taxes and excise duties in Finland and/or the recipient country.

3. Payment. Payment shall be due on the date indicated in Stresstech’s invoice. For late payments, Stresstech may, at its sole discretion, charge interest at the market rate in force in the Finland accruing from the date the payment was due until such payment is made in full together with such interest. The market rate of interest shall be eight percent (8%) above the interest rate set by the Bank of Finland. Buyer may not withhold or set off any payment under any circumstances, including as a consequence of any counterclaims of Buyer.

4. Delivery. The estimated date of delivery shall be stated in Stresstech’s Order Acknowledgment to Buyer, and Stresstech will use commercially reasonable efforts to deliver

the Products within the estimated time. However, Buyer expressly acknowledges and agrees that delivery dates are estimates only and that the time of delivery is not “of the essence;” Stresstech does not guarantee delivery on or by any estimated delivery date. In no event shall Stresstech be liable to Buyer for any costs, fees, penalties or price reductions as a result of any failure to deliver the Product(s) in accordance with any estimated delivery dates. Partial deliveries and partial invoicing by Stresstech are permitted unless otherwise agreed upon in writing by the parties.

Delivery shall be made Ex Works (EXW Incoterms 2010), Stresstech’s shipping point. Unless otherwise agreed upon by the parties in writing, Buyer shall arrange for transportation and transport insurance. If Buyer fails to arrange for transportation, Stresstech will choose a method of transportation that it deems appropriate; however, Stresstech does not represent or guarantee it will select the most economical or reliable method of transportation, and Stresstech shall not be held liable for any costs, damages or delays associated with said transportation. In all cases, Buyer is solely responsible for all expenses involved in the shipment and delivery of the Products (including without limitation loading, freight, shipping, insurance, forwarding and handling charges).

5. Factory Acceptance Test. Where Stresstech is modifying or manufacturing Products to Buyer’s specifications, Stresstech will, at the option/request of Buyer, perform a factory acceptance test (FAT) to ensure that the Products conform to Buyer’s specifications. The FAT will occur at Stresstech’s facilities prior to delivery; Buyer may attend and observe the FAT at Buyer’s sole costs and expense as well as any other charges imposed by Stresstech, such as a daily allowance or hosting fee. Both Stresstech and Buyer will sign off on the successful completion of the FAT, upon which Buyer shall waive the right to claim that the Products do not conform to Buyer’s specifications. Upon completion of the FAT, Stresstech will prepare the Products for delivery.

6. Title Transfer/Risk of Loss. Risk of loss to the Products shall pass to Buyer upon placement of the Products with a transport agent. Title to the Products shall pass to Buyer upon Buyer providing payment, in full, to Stresstech.

7. Use of Products. Buyer acknowledges and agrees that the Products must be used and maintained in accordance with all instructions provided by Stresstech and, where stated, Products must be operated only by personnel who have received the appropriate training. Any Stresstech Products that are to be connected to an electrical supply must be operated only by appropriately trained and qualified personnel and must not be made available to any personnel without the proper training and qualifications. Stresstech shall not be liable for any damages resulting from any interference with the operation or use of the Products due to Buyer’s environmental conditions, including, but not limited to, ambient temperature and humidity, cleanliness of the facility

or surrounding environment, or electromagnetic interference. Stresstech shall further not be liable for any consequential damages resulting from inaccurate measurement results. Buyer shall indemnify and hold harmless Stresstech and its group companies from any injury or damage to person or property as a result of Buyer's (including its employees', agents' and customers') improper use or maintenance of the Products.

8. Drawings, Descriptive Documents. Stresstech reserves the right to alter measurements and dimensions as well as the design and description of any Products. All data included in catalogues, prospectus, circulars, advertisements, illustrated matter, price lists and on the company's website are approximate and shall not be binding unless otherwise agreed upon in writing by the parties. Drawings, descriptive documents, parts lists and other documentation provided or made available to Buyer by Stresstech is Confidential Information and is subject to the restrictions and obligations outlined in the Confidential Information section contained in these Terms and Conditions.
9. Intellectual Property Rights. Notwithstanding that title to the Products may pass to Buyer, Stresstech and/or its group companies shall remain the exclusive owner of all intellectual property rights of whatever nature including, without limitation, copyrights, patents, patentable inventions, know-how, trade secrets, trademarks and design rights (whether registered, registrable or otherwise) embodied in or otherwise relating to the Products (including any software contained therein). Unless otherwise expressly agreed in writing by Stresstech, all rights (including all intellectual property rights) in and to any customizations, modifications or enhancements made by Stresstech to the Products or the software and any design or development work undertaken by Stresstech, whether for or on behalf of Buyer, shall be the exclusive property of Stresstech and/or its group companies. Other than as permitted by applicable law, Buyer shall not reverse engineer, decompile or disassemble the Products or any part thereof. Buyer shall not remove any proprietary notices and/or branding contained in or otherwise affixed to the Products.

To the extent software is either incorporated into the Products or purchased separately, Buyer shall not copy said software other than as is necessary for back-up copies. Buyer shall not license or assign any rights in the software. Stresstech grants to Buyer a limited, non-exclusive license to use the software provided with the Products solely for the purpose of operating the Products in accordance with Stresstech's written documentation.

10. Confidentiality. Confidential Information means any and all information disclosed by Stresstech to Buyer whether or not such information is marked confidential, including information relating to the matters which are the subject of these Terms and Conditions and all other information regarding Stresstech's and its group companies' past, present or future research,

technology, know-how, ideas, concepts, designs, inventions (whether patentable or not), products, markets, computer programs, prototypes, processes, machines, manufacture, compositions of matter, business plans and operations, technical information, drawings, schematics, specifications, and the like ("Confidential Information").

Confidential Information shall not include information which is: (a) at the time of disclosure, or thereafter becomes, a part of the public domain through no act or omission by Buyer or its representatives; (b) lawfully in the possession of Buyer prior to disclosure by or on behalf of Stresstech as shown by Buyer's written records; (c) lawfully disclosed to Buyer by a third party which did not acquire the same under an obligation of confidentiality from or through Stresstech as shown by written records; or (d) independently developed by Buyer without use of, or reference to, Confidential Information as shown by Buyer's written records.

Buyer shall not, without the prior written consent of Stresstech, disclose any of Confidential Information to anyone for any reason at any time or use any of Confidential Information for any purpose except for the exercise of its rights and performance of its obligations under these Terms and Conditions.

11. Warranty. For a period of one (1) year following the date of delivery, and subject to the other provisions of this Warranty Section, Stresstech warrants that all new Products that are both (a) manufactured by Stresstech and/or its group companies and (b) purchased directly from Stresstech (or an authorized distributor of Stresstech) shall be free of material defects in materials and workmanship. Buyer's sole and exclusive remedy, and Stresstech's sole and exclusive obligation, in the event of any product defect, shall be for Stresstech to, at its option, repair or replace such Products free of charge. In no event shall Stresstech be liable for ordinary wear and tear.

In order to get the benefit of the foregoing warranty, Buyer must examine the delivered Products immediately upon receipt thereof and report to Stresstech, in writing, any visible defects within ten (10) working days of such receipt. Any defects that are not reasonably detected through visible inspection must be reported to Stresstech, in writing, within ten (10) working days after discovery of such defect. Buyer's failure to report defects within the foregoing time periods will be deemed an unqualified waiver of any and all of Buyer's rights to warranty claims.

Stresstech does not provide any warranty for third party parts, components or products that are not manufactured by Stresstech or its group companies. Such parts, components or products may be warranted by third parties on a "pass through" basis. The foregoing remedies shall not apply to any product failure caused in whole or in part by (i) Buyer's failure to operate, maintain or service the Products

in accordance with Stresstech's documentation, (ii) any alteration, modification or repair made to the Products other than by Stresstech, or (iii) use of the Products for a purpose other than that for which it is intended.

Buyer shall not ship Products back to Stresstech for any reason without Stresstech's prior written consent. Notwithstanding such consent, Stresstech reserves the right to inspect the Products at its facility and to refuse, at its sole discretion, to accept the return of any item if Stresstech determines that the Products' warranty is not applicable for the reasons set forth above. Any defective Products or parts forwarded by Buyer to Stresstech for repairs or replacement, shall be carriage paid and at Buyer's risk. Buyer must clearly indicate the nature of the defect or shortcoming. The remedy obligations of this Warranty Section shall apply to any replacement Products or parts only for the same duration of time as for the replaced Products or parts.

THE FOREGOING EXPRESS WARRANTY EXTENDS ONLY TO THE ORIGINAL CUSTOMER OF STRESSTECH OR STRESSTECH'S AUTHORIZED DISTRIBUTOR, AS THE CASE MAY BE. THE CORRECTION OF ANY DEFECT IN, OR FAILURE OF, PRODUCTS BY REPAIR OR REPLACEMENT IN ACCORDANCE WITH STRESSTECH'S POLICIES DESCRIBED HEREIN SHALL BE STRESSTECH'S SOLE AND EXCLUSIVE OBLIGATION AND THE SOLE AND EXCLUSIVE REMEDY OF BUYER FOR ANY AND ALL LOSSES, DELAYS OR DAMAGES RESULTING FROM THE PURCHASE OR USE OF STRESSTECH'S PRODUCTS. OTHER THAN THE LIMITED WARRANTY SPECIFICALLY STATED HEREIN, STRESSTECH SPECIFICALLY DISCLAIMS ANY AND ALL OTHER WARRANTIES WITH RESPECT TO STRESSTECH'S PRODUCTS, INCLUDING THE PERFORMANCE THEREOF AND ANY SERVICES PROVIDED TO BUYER, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, NONINFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

12. **Limitation of Liability.** To the extent permitted by law, Stresstech shall not be liable whether in contract, breach of statutory duty or otherwise for any special, incidental, consequential or indirect damages or for loss of goodwill or business profits, lost revenue, work stoppage, computer failure or malfunction, or for any and all other exemplary or punitive damages arising hereunder or from the use of Products, including, without limitation, any such loss or damage relating to personal injury or property damage, even if Stresstech has been advised or was aware of the possibility of such loss or damages, except in the case of gross negligence or willful misconduct, or for any matter in which it would be unlawful for Stresstech to exclude or restrict its liability, Stresstech 's total aggregate liability to Buyer for any and all other damages, losses or liabilities arising hereunder or from the Products, whether
- in contract, breach of statutory duty or otherwise, shall not exceed the amounts actually received by Stresstech from Buyer with respect to the Products giving rise to the liability. Buyer shall indemnify Stresstech and its group companies for any liability arising from Buyer's (including its employees' and agents') use of the Products sold (directly or indirectly) by Stresstech.
13. **Export Control.** Regardless of any disclosure made by Buyer of any ultimate destination of the Products, Buyer will not, directly or indirectly, export, re-export or re-sell any Products, or system incorporating such Products, to any unauthorized end user. An "unauthorized end user" includes, without limitation: (1) any person or entity for which an authorization to export or transfer the product is required by any governmental body of competent jurisdiction but which authorization has not been obtained; (2) any person or entity located in Cuba, Iran, North Korea, Sudan, Syria or the Crimea region; (3) the governments and government agencies of these countries, wherever they may be located; (4) any person or entity on the OFAC Specially Designated Nationals list; and (5) any person or entity that Buyer knows, or has reason to know, that such person or entity will export or transfer Products to any of the foregoing persons or entities or use the Products in the development of nuclear, biological or chemical weapons, or unmanned aerial vehicles. Buyer shall cooperate fully with Stresstech in any official or unofficial audit or inspection related to any applicable export or import control laws or regulations and shall indemnify, defend and hold Stresstech harmless from any violation of this Export Control section by Buyer, its employees, agents, consultants or customers.
14. **Force Majeure.** Stresstech shall not be liable for failure to perform or for delay in performance due to fire, flood, strike, or other labor difficulty, act of God, act of any governmental authority, riot, embargo, fuel or energy shortage, wrecks or delays in transportation, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or due to any cause beyond Stresstech's reasonable control. In the event of a delay in performance due to any such cause, the estimated date of delivery or time for completion of performance will be extended by a period of time reasonably necessary to overcome the effect of such delay. If Stresstech reasonably determines that any such delay in performance is likely to extend for a period of ninety (90) days or more, Stresstech shall have the right to cancel the applicable order upon notice to Buyer with no liability or further obligation to Buyer with respect to such order.
15. **Governing Law/Venue.** These Terms and Conditions and any dispute or claim arising hereunder shall be governed by laws of Finland and the parties irrevocably submit to the exclusive jurisdiction of the District Court of Helsinki.
16. **Other Agreements.** These Terms and Conditions shall apply to all sales by Stresstech and may only be modified or amended in writing and executed by a Director of Stresstech.

17. **Assignment and Subcontracting.** Stresstech may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions. Buyer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under these Terms and Conditions without the prior written consent of Stresstech.
18. **Severability.** If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the remaining provisions of these Terms and Conditions shall not be affected.
19. **Waiver.** A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
20. **Entire Agreement.** These Terms and Conditions, Stresstech's offer and the Order (excluding any terms submitted by Buyer with the Order) constitute the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous representations, agreements and other communications between the parties, both oral and written.