

SALES TERMS

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Sales Terms – O.V. Lahtinen Oy*1. Scope of Application*

These Sales Terms are applied to the sales of the Seller's containers to the Buyer.

2. Seller

"Seller" shall mean O.V. Lahtinen Oy (business ID 2155907-3) as well as any other entity to which O.V. Lahtinen Oy has transferred its rights and obligations under these "Sales Terms".

3. Buyer

"Buyer" shall mean the entity who buys the containers from the Seller in accordance with these Sales Terms.

4. Delivery of Containers, Acceptance Inspection and Complaints

The containers are delivered to the Buyer in working order and "as is", at the Seller's depot as agreed by the Buyer and the Seller.

The Buyer has the obligation to carefully inspect the containers before the sale is concluded. The Buyer may not later present any claims or complaints regarding the general condition, functionalities, or internal conditions of a container which the Buyer could have discovered when inspecting the containers. Claims and complaints regarding the containers are taken into account only where they have been brought to the attention of the Seller in writing and at the latest on the next weekday following the date of delivery of the containers.

Complaints regarding conditions of the containers which could not have been observed during the inspection of the containers must be made in writing to the Seller immediately and at the latest on the next weekday after discovery of such conditions.

5. Passing of Liability for Risk

The liability for risk of the sold containers passes to the Buyer at the time of transfer of possession of the containers to the Buyer or to a third party responsible for the transportation of the sold containers.

6. Payment of the Purchase Price

The purchase price shall be paid by the due date specified in the invoice. Value added tax applicable at each time shall be added to the purchase price. Overdue payments are subject to interest as specified in the Interest Act Section 4 a or interest rate of 16 %, whichever of these two is higher. Interest is added to each invoice after the due date of the invoice. The Buyer is liable for paying all reasonable expenses arising out of request for payment as well as possible collection of the delayed payment.

7. Installments not Included in the Purchase Price

The purchase price does not include the following:

- i. value added tax and all other taxes;
- ii. transportation costs;
- iii. any other costs for which the Buyer is liable, such as bank charges and wire fees payable by the remitter, registration fees, tolls, customs duties or any additional charges imposed by any authority in

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connection with the sale under these Sales Terms or the sold containers.

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10. Responsibilities of the Buyer

The Buyer is at its own expense responsible for complying with all applicable legal, i.a. tax and customs requirements and regulations in connection with these Sales Terms and the sale, transfer, use, importation and domestication of the containers bought under these Sales Terms.

8. Reservation and Transfer of Ownership

All containers delivered to the Buyer shall remain, in their entirety and including all parts thereof, in the sole ownership of the Seller, until the Buyer has duly fulfilled all its obligations under these Sales Terms and paid the purchase price to the Seller in full, interest and other possible additional expenses included.

The ownership to the containers shall transfer from the Seller to the Buyer at the time when the Buyer has duly fulfilled all its obligations under these Sales Terms and paid the purchase price to the Seller in full, interest and other possible additional expenses included.

9. Limitation of Liability

The Seller shall not be liable for damages caused to property inside the containers or for damages caused to the means of transport transporting the containers, nor for any indirect or consequential damages incurred to the Buyer or to a third party. The Seller shall not be liable for damages incurred to a third party in connection with the transportation, placement or storage of the containers. The Seller shall not be liable for any price reductions, compensation or other consequences that the Buyer is obliged to perform or has performed to its own contracting party or to some other third party. In any event, the Seller's liability shall not exceed the purchase price paid by the Buyer to the Seller of the specific container in question.

The Buyer is at its own expense responsible for maintaining the containers in due condition as well as for taking care of necessary maintenance service operations and complying with all directions and orders pertaining to them. The Buyer is liable for disappearance of the containers as well as for all damages incurred to the containers during the time that the containers have been in the possession of the Buyer but the ownership of the containers has not been transferred to the Buyer in accordance with Section 8 of these Sales Terms. If a third party presents a claim regarding the containers or the containers are subject to danger in any manner, the Buyer must inform the Seller of such immediately. The Buyer is responsible for commencing all necessary actions to prevent and limit the damage in case the containers are subject to being damaged or lost. The Buyer is liable for all damages arising out of its breach or neglect of the prohibitions and its obligations pertaining to these Sales Terms. The Buyer is liable for reimbursing the Seller the acquisition price of the destroyed or lost container in the ownership of the Seller. *11. Alterations and Repairs*

The Buyer shall not in any way alter or paint the containers or perform any repairs not agreed upon with the Seller in writing on the containers, if such actions are not necessary for preventing the contents of the container from being destroyed or lost, before the ownership of the containers has

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transferred to the Buyer in accordance with Section 8 of these Sales Terms.

12. Distraint and Confiscation

The containers shall remain as the sole property of the Seller until the moment when the ownership to the containers is transferred to the Buyer in accordance with Section 8 of these Sales Terms. The Buyer shall not sell, pledge or without an explicit permission from the Seller, rent or in any other manner assign or transfer the containers still in the ownership of the Seller, or its rights pertaining thereto, to any third party. If authorities initiate distraint or confiscation of the containers still in the ownership of the Seller due to debts or liabilities of the Buyer, the Buyer is obliged to immediately inform the authorities of the true ownership of the containers as well as to inform the Seller about the measures planned or already performed by authorities. If any expenses incur to the Seller from protecting its right in the abovementioned situations, the Buyer is liable for reimbursing the Seller for all such expenses.

13. Cancellation of Sale and Right of Withdrawal

The Seller has the right (but not the obligation) to cancel sales under these Sales Terms with immediate effect, if:

- i. payment of the purchase price is late for more than twenty (20) days from the due date specified in the invoice;
- ii. the Buyer uses or intends to use the containers in a manner which is contrary to these Sales Terms or not fit for their purpose of use or which is otherwise unlawful, provided that the ownership to the

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containers has not yet transferred to the Buyer in accordance with Section 8 of these Sales Terms;

- iii. damage to or disappearance of the containers is deemed likely, provided that the ownership to the containers

has not yet transferred to the Buyer in accordance with Section 8 of these Sales Terms;

- iv. the Buyer otherwise commits a material breach of its obligations under these Sales Terms.

If the sale under these Sales Terms has been cancelled on any of the abovementioned grounds, the Seller is entitled to prevent the use of the containers and to immediately reclaim the containers into its possession without consulting the Buyer and at the expense of the Buyer. The Buyer shall empty the containers immediately as well as in any way assist the Seller in reclaiming the containers immediately. If the Buyer does not empty the containers by the agreed time limit or assist the Seller, the Seller is entitled to commence all necessary procedures at the expense of the Buyer.

The Buyer is liable for reimbursing the Seller for all costs incurred in connection with the disassembly and collection of the containers.

14. Amendment of Terms

The Seller reserves the right to amend these Sales Terms, including the purchase prices, at any time. All amendments shall be communicated to the Buyer in writing in order to become valid and effective.

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15. Application Order

If the different language versions of these Sales Terms differ from each other or are discordant, the Finnish language version shall prevail and apply.

16. Applicable law and Dispute Resolution

These Sales Terms and the sales pertaining to them are construed and governed under the laws of Finland.

All disputes in connection with or arising out of these Sales Terms or the sales pertaining to them shall primarily be settled through negotiations between the Seller and the Buyer.

If the negotiations do not lead to a mutual understanding, disputes regarding undisputed invoices of the Seller shall be settled in the District Court of Vantaa. All other disputes shall be settled by arbitration in Helsinki in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The language of the arbitration shall be English or Finnish as agreed to by the parties. *17. Transfer of Agreement*

The Seller is entitled to transfer all its rights pertaining to these Sales Terms and the sales pertaining to them to a third party. After being informed of such transfer, the Buyer is responsible for making all payments pertaining to these Sales Terms and the sales pertaining to them to the party to which the Seller has transferred its rights.