

West Diesel General Conditions of Sale

the Seller has not received by at least one business day prior to the date on which the change occurred. In this context, business day means a day on which Finnish banks sell foreign currency.

In the event of a change in the foreign exchange rate, the exchange rate applicable as at the date of payment is to be compared with that which was applicable as at the date of order. If the parties have agreed to apply a different exchange rate after the date of order, this is to be used instead of the rate that was applicable on the date of order.

If the foreign exchange rate changes after the date of maturity of the invoice and the purchase price has not been paid in full, the minimum price in euros is determined according to the exchange rate as at the maturity date.

4.4 Penalty interest on arrears

Should payment be delayed, compensation is payable for the period of delay in accordance with the interest rate applied by the Seller at any given time and is effective from the maturity date. The Seller is also entitled to charge reasonable collection costs.

4.5 Delayed delivery owing to the Buyer.

Should the Seller have to postpone delivery for reasons owing to the Buyer, the Seller has the right to invoice for the goods according to the original delivery date and is also entitled to compensation in accordance with point 4.4 above for the period of delay. The Seller is also entitled to compensation for other costs such as foreign exchange rate losses, storage costs and any loss resulting from the goods becoming obsolete.

4.6 Deposit

Should it be agreed that a deposit is to be provided, this must be given before delivery of the goods commences. Even after this, the Seller is entitled to require of deposit to be made for payment of the purchase price if there is serious reason to assume that the Buyer will default on all or part of the purchase price.

4.7 Complaints and rectification of non-conformities

If delivery does not conform in part, the Buyer must notify the Seller of this in writing immediately, but not later than eight (8) business days from the date of delivery. The Seller is entitled firstly to either rectify the non-conformity or to supply new goods. The Buyer is not entitled to require a new delivery if there has been a change in circumstances that materially alters the relation between the contractual obligations originally agreed.

It is the buyer's responsibility to check the accuracy of the delivery and the quality of the delivered products when receiving the goods.

5. TERMINATION OF THE CONTRACT

5.1 Right of the Buyer to terminate the contract

If the delivery by the Seller differs essentially from that agreed and, notwithstanding the Buyer's written comments, the non-conformity is not rectified or new goods in keeping with the contract are not delivered within a reasonable time, and if delivery is delayed owing to the Seller to the extent that it causes the Buyer unreasonable inconvenience, the Buyer is entitled to terminate the contract.

If the goods that are the subject of the contract have been produced or acquired especially for the Buyer in accordance with the Buyer's wishes and instructions, and the Seller is unable to use the goods in any other way without considerable loss, the Buyer may terminate the contract because of delay owing to the Seller only in the event that such delay results in the Buyer's essential failure to achieve the purpose of the contract.

5.2 Right of the Seller to terminate the contract

Should the Buyer fail to pay within the agreed period for payment for reasons not owing to the Seller, the Seller is entitled to terminate the contract or the part thereof that applies to goods not yet received by the Buyer in case the delay in payment is substantial. The Seller is also entitled to terminate the Contract if the Seller is also entitled to terminate the contract,

without any liability to compensate the Buyer, if importation of the goods becomes impossible, impractical or substantially more expensive than the Seller had originally assumed owing to an international agreement binding on Finland or to some other import restriction or legislation or actions imposed by an authority in Finland (including but not limited to import quotas and imitations or increased customs duties).

5.3 Force majeure

The Seller is not required to fulfill the contract if delivery of the goods or part thereof is prevented by any natural obstacle, fire, mechanical breakdown or similar malfunction, strike, lockout, war, mobilization, prohibition on imports or exports, lack of transport, discontinuation of production, traffic disruption or similar obstacle that is outside the Seller's control. Neither is the Seller required to fulfill the contract when this would require sacrifices by the Seller that would be unreasonable compared to the resulting benefit for the Seller.

The Seller is not required to compensate the Buyer for any loss resulting from failure to fulfill the contract and the Seller may also terminate the contract.

6. INSURANCE

The parties are responsible for insuring the goods in accordance with the division of responsibility indicated in the terms of delivery agreed. Other insurance is subject to separate agreement.

7. LIABILITY FOR DAMAGE CAUSED BY THE GOODS

The Seller is not responsible for damages caused by the user connecting the goods or using the goods in any other way than their intended use nor for any damages caused by material or product design defined by the Buyer or by the working or manufacturing processes the Buyer has determined.

The Seller's liability for direct damage is limited to the purchase price paid by the Buyer.

The Buyer will indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards a third party for any damage or loss for which the Seller is not liable towards the Buyer according to clauses a) and b) below.

If the goods are in possession of the Buyer, --the Seller may not be held liable for any damage to:

- moveable or immovable property or the consequences of such
- products manufactured by the Buyer or products containing a product manufactured by the Buyer.

Limitation of liability does not apply in the event of gross negligence on behalf of the Seller.

If a claim for loss or damage as described here is raised by a third party against either the Buyer or Seller, the party receiving the claim must immediately notify the other thereof.

8. TRANSFER OF TITLE

Unless otherwise agreed, title to the goods is transferred to the Buyer once the entire purchase price has been paid to the Seller.

9. NOTICES

The sender is responsible for the delivery of notice sent to the other party.

10. SETTLEMENT OF DISPUTES

Every effort will be made to settle any disputes arising from the contract between the Seller and Buyer primarily by negotiations between the two parties. Unless otherwise agreed, disputes will be settled by a sole arbitrator in arbitration proceedings. The arbitrator will be appointed by the Board of the Arbitration Institute of the Central Chamber of Commerce and arbitration proceedings will comply with the rules of the Board. Nevertheless, the Seller is entitled at all times to claim for any outstanding debts based on the contract in the lower court of the Seller's domicile.