

QUOTATION

The quotation as provided from time to time by MQ Corporation Oy (MQ) constitutes an offer to supply to the Purchaser the Products as detailed in the offer on the Terms and Conditions of Trade below.

If and when MQs offer in the form of a Quotation, Proforma invoice or Commercial invoice is accepted, the offer, the Schedule and the Terms and Conditions of Trade create a contract for the sale and purchase of the Products. The acceptance is deemed to have taken place if this document is signed below or accepted in writing or if part or full payment or delivery has been made.

Regardless of the way the contract is concluded the Terms and Conditions of Trade shall apply to all sale and purchase between MQ and the Purchaser.

SCHEDULE

Products

The supply of Products to be provided as set out in MQ's quotation, Proforma invoice or Commercial invoice.

The Purchaser intends to sell the Products.

The Purchaser shall avoid such pricing policies that would clearly adversely affect the image and the competitiveness of the Products.

Details of offer

Price (specify currency)	As per Quotaion, Proforma invoice or Commercial invoice
VAT, GST or Sales Tax (if any)	As per Quotaion, Proforma invoice or Commercial invoice
Total Amount of the Price	As per Quotaion, Proforma invoice or Commercial invoice
Due date for payment	As per Quotaion, Proforma invoice or Commercial invoice
Arrangements for payment. If you leave this blank then clause 2.3 requires payment in full before Delivery.	As per Quotaion, Proforma invoice or Commercial invoice
Applicable Incoterm. If none is specified, then EXW applies.	As per Quotaion, Proforma invoice or Commercial invoice
Place or address for Delivery	As per Quotaion, Proforma invoice or Commercial invoice
Delivery Date	As per Quotaion, Proforma invoice or Commercial invoice

Terms and Conditions of Trade

DEFINITIONS AND INTERPRETATION

"Agreement" means the contract resulting from acceptance of an offer made to purchase Products and includes these Terms and Conditions of Trade;

"Confidential Information" means information that is by its nature confidential but does not include information which is already known to the receiving party at the time of disclosure by the other party, and does not include information which is in the public domain other than as a result of disclosure by a party in breach of its obligations of confidentiality under this Agreement;

"Delivery" means the delivery of the Products to the Purchaser or to any third party at the request or direction of the Purchaser and to **"Deliver"** means to do so;

"Delivery date" means the date, (if any) which is specified for Delivery of the Products in the offer, or in some other written form agreed between MQ and the Purchaser;

"Intellectual Property Rights" means all present and future patent(s), utility model(s), design patent(s), design(s), copyright(s), trademark(s), trade name(s), trade secret(s), and/or any other industrial and/or intellectual property right(s), and applications thereof;

"Price" means the Price of the Products as specified in the offer, or in some other written form provided by MQ;

“Products” means any products which are detailed in the offer or in any attachment to these terms and conditions or in a document referring to these terms and condition supplied by MQ to the Purchaser;

“Customized Products” means any Products which have been designed, customized and manufactured by MQ at the request of the Purchaser for the exclusive purposes of the Purchaser;

“Incoterms” means the series of pre-defined commercial terms defined by the International Chamber of Commerce in its publication “Incoterms 2010” and any update of that publication;

“MQ” means the corporation named and described as MQ on the front page of this Agreement;

“Schedule” means the schedule to any quotation, order or other agreement to which these terms and Conditions of Trade are attached; and

“Purchaser” means the party named and/or described as the Purchaser in this agreement.

1. INTERPRETATION

1.1 Words importing the singular include the plural and vice versa and words importing one gender shall include all other genders. Headings are for ease of reference only and shall not affect the interpretation of this Agreement. Nothing in these terms and conditions shall be read or applied so as to exclude, restrict or modify or have the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law and which by law cannot be excluded, restricted or modified. These terms and conditions shall prevail over all conditions of the Purchaser’s terms and conditions, to the extent of any inconsistency.

2. PRICE AND PAYMENT TERMS

2.1 This Agreement shall not entitle the Purchaser to purchase and obligate MQ to deliver Products. For the sake of clarity it shall be stated that each new order by the Purchaser subject to this Agreement shall be accepted in writing by MQ in order to constitute a binding sales contract.

2.2 In consideration of MQ’s agreement to Deliver the Products, the Purchaser agrees to pay the Price to MQ.

2.3 Except where it is indicated in the offer that payments are to be deferred or made by instalments, the Purchaser shall pay the full amount of the Price immediately upon receipt of MQ’s invoice and, in any event, prior to Delivery of the Products.

2.4 Except where expressly indicated otherwise, the Price is exclusive of all taxes, duties or surcharges relevant to this Agreement.

2.5 The Purchaser will make payment in cleared funds of all amounts due to MQ directly into a bank account as specified from time to time by MQ, denominated in the currency specified in the offer.

2.6 Should the Purchaser not have settled an invoice on the due date stated hereinabove, the Purchaser shall be liable from the day on which payment was due to pay penal interest of ten (10) per cent (annual) on the amount of each late paid invoice to MQ.

2.7 In case of late payment or non-payment MQ may suspend its performance of the Agreement.

3. DELIVERY AND FREIGHT CHARGES

3.1 All Prices of Products, unless expressly specified otherwise, do not include the cost of scheduled Delivery to the place or address for Delivery specified in the offer.

4. CANCELLATION BEFORE DELIVERY

4.1 If the Purchaser wishes to cancel the order before Delivery, MQ may, but is not obliged to, agree to the cancellation and in the event that MQ accepts the Purchaser’s cancellation, any amount paid by the Purchaser to MQ may be retained by MQ as compensation for the cancellation by the Purchaser.

5. RISK AND TITLE

5.1 The risk for the Products passes to the Purchaser on the date, time and place provided by the Incoterm chosen and if none is expressly chosen then in accordance with the EXW Incoterm.

6. TERMINATION

6.1 For the purpose of this Agreement, the following are terminating events:

- (a) the breach or threatened breach by either party of any of its material obligations under this Agreement;
- (b) the appointment of any type of insolvency administrator in respect of the property or affairs of either party;
- (c) the entry or proposed entry by either party into any scheme, composition or arrangement with any of its creditors;
- (d) the merger with, or the takeover of, either party by another person;
- (e) any event described in this Agreement as a terminating event.

6.2 If the terminating event is one specified in clause 9.1(a)-(e), the affected party shall give to the other party a notice of the happening of that event and require the breach to be remedied or a written undertaking to be given that the breach will not occur. If the breach is not remedied or the undertaking not given within 14 days, the affected party may terminate this Agreement or, at its own option, agree to waive its rights under this clause if it is satisfied that the happening of the terminating event has not in any way prejudiced its position under this Agreement.

6.3 Notwithstanding the provisions in clause 9.2, either party may terminate this Agreement without the need to give any prior warning or to provide any reasons for doing so, and may do so by giving notice in writing to the other terminating this Agreement, and in that case termination shall have effect 365 days after the delivery of the notice of termination.

6.4 At the termination of this Agreement the Purchaser shall be obligated to pay for the ordered Products and, furthermore, purchase the remainder of the stock of Customized Products manufactured by MQ.

6.5 Neither party shall be liable for the consequences of an occurrence of any event beyond its reasonable control.

7. CONFIDENTIALITY

7.1 A party will not, without the prior written approval of the other party, disclose or use the other party’s Confidential Information.

7.2 A party will not be in breach of clause 10.1 where it is legally compelled to disclose the other party’s Confidential Information.

7.3 Each party will take all reasonable steps to ensure that its employees and agents, and any sub-contractors engaged for the purposes of this Agreement, do not make public or disclose the other party’s Confidential Information.

7.4 Notwithstanding any other provision of this clause, a party may disclose the terms of this Agreement (other than Confidential Information of a technical nature) to its related companies, solicitors, auditors, insurers and accountants.

7.5 Upon termination of this Agreement a Party shall return to the other Party all documents and other material containing Confidential Information. Possible copies of said material shall be destroyed.

7.6 MQ shall have the right to mention the Purchaser as a reference in its marketing.

7.7 This clause 10 will survive the termination of this Agreement.

8. LIABILITY LIMITATION

- 8.1 The liability of MQ in damages in respect of any act or omission of MQ in connection with its obligations under this Agreement, will not exceed the re-payment of the Price.
- 8.2 In no event shall MQ be liable towards the Purchaser for any loss of production or profit, loss of data, loss of contracts or for any other special, indirect, consequential or incidental loss whatsoever in respect of the sale, purchase, use or disposition of the Products and/or Customized Products.
- 8.3 MQ warrants that it will not knowingly infringe the Intellectual Property rights of third parties, by the use of any or all of any Intellectual Property, in its manufacture, promotion or supply of the Products.
- 8.4 Except where MQ uses the Intellectual Property rights of a third party knowingly, the Purchaser releases MQ from liability to the Purchaser for any losses, costs, actions, claims, demands, expenses, judgments, court orders or other liabilities arising directly or indirectly out of the use by MQ of the Intellectual Property rights of any third party or in connection with any claim made or threatened, whether by legal proceedings or otherwise, against MQ or the Purchaser by a third party on the grounds that by virtue of any Intellectual Property rights to which such third party lays claim, such third party is entitled to prevent or interfere with the free use of any or all of the Intellectual Property by MQ or the Purchaser pursuant to this Agreement.
- 8.5 This clause will survive the termination of this Agreement.

9. FORCE MAJEURE

MQ shall not be liable for any failure to fulfil any of its obligations under this Agreement, insofar as such failure is caused by overwhelming and abnormal impediment or occurrence which MQ had no reason to take into account when entering into the Agreement, and which is independent of any action by MQ and could not be averted or prevented without unreasonable expense or loss of time. Such cases of force majeure may result from war (whether declared or not), mutiny, internal unrest, expropriation or confiscation for public needs, embargo, act of God, discontinuation of public transportation or supply of energy, labor conflict or fire or some other unusual event with equally drastic beyond MQ's control.

MQ shall promptly notify the Purchaser of its emergence and shall also promptly inform the Purchaser of the termination of the force majeure.

If the force majeure lasts for more than three (3) months from the date of the above notification and has prevented MQ from performing its obligations in whole or in part, either party shall have the right to terminate the affected Agreement by giving not less than sixty (60) days written notice to the other party. Such notice cannot be given until after the expiry of the three month period, and the notice will lapse if notice of termination of the force majeure is received prior to expiry of the sixty-day notice period.

10. ENTIRE AGREEMENT

- 10.1 This Agreement supersedes all prior agreements, arrangements, understandings and undertakings between the parties and constitutes the entire agreement between the parties relating to the Products.

11. NOTICES

- 11.1 All notices which are required to be given under this Agreement shall be in writing and shall be sent to the address of the recipient set out on the front page of this Agreement or such other address as the recipient may designate by notice given in accordance with this clause.
- 11.2 Any notice may be Delivered by hand or by pre-paid letter, email or electronic facsimile.
- 11.3 Any such notice shall be deemed to have been served when Delivered, if Delivered by hand, or 7 days after posting by pre-paid letter, when the sender has received electronic confirmation that the message has been received and read, when the notice is sent by email, or on confirmation of transmission, when the notice is sent by facsimile.

12. ASSIGNMENT

- 12.1 Neither party shall assign, whether in whole or part, the benefit of this Agreement or any rights or obligations under this Agreement, without the prior written consent of the other party.

13. LAW

- 13.1 This Agreement shall be governed by Finnish law, with exception to relation of choice of law.

14. VARIATION

- 14.1 No addition to or modification of any provision of this Agreement shall be binding upon the parties, unless made by written instrument signed by a duly authorised representative of each of the parties.

15. WAIVER

- 15.1 No forbearance, delay or indulgence by a party in enforcing the provisions of this Agreement shall prejudice or restrict the rights of that party, nor shall any waiver of those rights operate as a waiver of any subsequent breach.

16. SEVERABILITY

- 16.1 Should any part of this Agreement be or become invalid, that part shall be severed from this Agreement. Such invalidity shall not affect the validity of the remaining provisions of the Agreement.

17. DISPUTE RESOLUTION

- 17.1 Any dispute, controversy or claim arising out of or relating to this contract, 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 number of arbitrators shall be one. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.
- 17.2 This clause shall not be interpreted to deprive either party of the right to apply to a court for urgent injunctive relief.

18. INTELLECTUAL PROPERTY

- 18.1 All Intellectual Property Rights in any Products and Customized Products, with the exception stated hereinbelow, created and manufactured by MQ or its principals, agents, subcontractors and partners during the course of or in connection with this Agreement, are and will remain the property of MQ.
- 18.2 The Purchaser acknowledges MQ's Intellectual Property Rights and agrees that no rights shall be transferred to or vested in the Purchaser pursuant to this Agreement.
- 18.3 The Purchaser represents and warrants that it shall not challenge any of the Intellectual Property Rights of MQ, whether registered or not.
- 18.4 The Purchaser agrees to promptly and fully notify MQ of any actual, threatened or suspected infringement of any Intellectual Property Rights which comes to the Purchaser's attention and of any claim by any third party that comes to the Purchaser's attention that the sale or marketing of the Products infringes the rights of any person.
- 18.5 The Purchaser agrees, at MQ's request and expense, to do all such things as may be reasonably required to assist MQ in taking

or resisting any proceedings in relation to any infringement or claim referred to hereinabove.

- 18.6 All Intellectual Property Rights in or related to Customized Products to the following limitedly part shall belong to the Purchaser:
- (i) the package design, to the extent created by MQ at the cost of the Purchaser to meet the individual needs of the Purchaser; and
 - (ii) the drawings and other documentation relating to package design described in (i) regarding Customized Products.
- MQ shall assign any and all such rights to the Purchaser but shall not be obligated to take any additional action in order to perfect the Purchaser's rights thereto. MQ shall not manufacture, sell or otherwise use any Intellectual Property rights to the extent belonging to the Purchaser.
- 18.7 Rights in Tooling for Customized Products: All Intellectual Property Rights in or related to the Tooling, such as tools, dies and molds, for Customized Products to the extent ordered and paid by the Purchaser shall hereby vest in and be the sole and exclusive property of MQ. MQ hereby undertakes to use the Tooling exclusively for the purposes of fulfilling its obligations under this Agreement towards the Purchaser.