These General Terms of Sale are applicable to the sales of Koskisen Oy's Timber industry products. These General Terms of Sale may be amended only by a written mutual agreement between the Seller and the Buyer. In these General Terms of Sale, “Contract” shall mean a sales contract, which in offer-based sales is a contract when the Buyer has notified its acceptance of the Seller's offer. Otherwise the Contract comes into force between the Seller and the Buyer after it has been signed by both parties.

1. Parties and products

In these General Terms of Sale, "Seller" refers to Koskisen Oy, a limited liability company of the Wood Industry Group of Metso Oyj, and "Buyer" to the organisation, group or other party by mistake. The Seller shall be compliant with the terms of the Seller's offer, unless otherwise stipulated in the offer. All questions and orders are subject to these General Terms of Sale, and shall be made in the form set out herein.

3. Contract

These General Terms of Sale, “Contract” shall mean a sales contract, which in offer-based sales is a contract when the Buyer has notified its acceptance of the Seller's offer. Otherwise the Contract comes into force between the Seller and the Buyer after it has been signed by both parties.

5. 2

3.1 The Seller is responsible for the quality of the Product and for other attributes only in accordance with the information specified in the Contract or otherwise provided in writing or verbally by the Seller in writing related to the specific case. The Buyer is responsible for the accuracy of the information it provides to the Seller concerning product application. Unless otherwise agreed, the Products are always delivered in compliance with the Timber Industry - Guiding Rules for pine and spruce sawn timber published of the Swedish Forest Research Institute (Sveriges ForsteNamn Forbund). The Association of Finnish Sawmillers (Finland) and Trähandelens Tekniske Forbund (Sweden).

3.2 If the parties have agreed, under one or multiple contracts, upon several deliveries or possible deliveries, each delivery will be deemed a separate sale. The Buyer is not entitled to cancel sales that have not yet been delivered on the basis that delays, errors or shortcomings occurred in previous deliveries, unless such delay, error or shortage may be regarded as substantial breach of the contract in question and for which the Seller is to blame.

3.3 Unless otherwise agreed, a written notification of specifications for making deliveries must be provided by the Buyer to the Seller within seven (7) days before the date of the delivery, or, if such date is not stated, within seven (7) days after the receipt of the Product. The Seller is entitled to request the Buyer to confirm the receipt of the notice. In the event of deliveries or other production facility mishaps, shipwrecks, ice or other unforeseeable circumstances beyond the control of either party, the contract shall be terminated and the remaining part of the Contract is not affected.

6.2. The Seller is not liable for any losses resulting from incorrect or insufficient information, instruction or advice given to the Buyer. The Buyer is not entitled to any compensation for damage caused to the Products, to other products, to the Buyer's customers in connection with or related to the Seller's products, whether or not such circumstances are related to the Products or services provided by the Seller directly or indirectly.

6.3. The party is not liable to the other party for damages or losses arising from the delivery postponement or cancellation based on force majeure.

7. Disputes

Any disputes arising from the interpretation and application of the Contract shall be resolved by one arbitral tribunal. The seat of the Finnish Central Chamber of Commerce. The place of arbitration shall be English. If the party that initiates the arbitration should not have the right to, or be entitled to or be under any obligation to, or not be entitled to, have the above arbitration or other proceedings, the parties agree to the competence of the courts in Helsinki, Finland. The language of the arbitration shall be English.

8. Applicability

The applicable law shall be the Finnish law. The provisions of the Convention of Parties to Contracts for the International Sale of Goods do not apply and are strictly excluded. The Finnish Sale of Goods Act (27.3.1987/355) applies only to the extent certain provisions of the Act, which are not based upon the Contract or in these General Terms of Sale.