



GENERAL SALES CONDITIONS

Dana SAC Finland Oy

1. Introduction and Application

These General Sales Conditions ("General Conditions") form an integrated part of every order negotiated between Dana SAC Finland Oy ("Seller") and its customers ("Purchaser") for the delivery of the Seller's products ("Products").

Unless otherwise agreed by written agreement, each order for the delivery of Products shall be agreed by written agreement between the Seller and the Purchaser either by utilizing the Seller's standard order confirmation or compiling another written document on the delivery of Products ("Order Confirmation"). The Order Confirmation and its appendices, the Purchaser's written order/call for tenders and its appendices, and these General Conditions are hereinafter collectively referred to as "Agreement".

If any contract documents of the Agreement conflict, their order of priority is as follows: 1) written amendments or additions to the Order Confirmation; 2) Order Confirmation; 3) these General Conditions; 4) appendices of the Order Confirmation; 5) Purchaser's written order/call for tenders and its appendices (for instance, the Purchaser's terms of purchase).

The General Conditions are applied to all transactions between the Seller and the Purchaser, even in the absence of an explicit reference or individualized written Order Confirmation. Other conditions and regulations are valid only if the Agreement contains an explicit reference to them and the Seller has thus confirmed them in writing.

2. Offers and Order Confirmations

The Seller shall be responsible for the delivery of Products according to the Purchaser's order/call for tenders to the extent required by and as specified in the Order Confirmation. If the Order Confirmation has not been prepared according to the Purchaser's oral or written order/call for tenders but the Purchaser has unequivocally placed the order/call for tenders and the Seller has begun the preparation for work based on such order/call for tenders, the invoice created by the Seller is considered to be the Order Confirmation for such order/call for tenders.

To be valid, the Purchaser's orders and/or calls for tender placed orally or by telephone and amendments (and/or change requests) to existing Order Confirmations shall be confirmed by written agreement between the Parties. In the absence of such confirmation, the Seller shall not be responsible for any errors, delays and other differences or misunderstandings related to the delivery in question. Information and matters included in marketing material, general product specification, and price lists, etc. are binding only to the extent that the Agreement explicitly references to them and/or includes such information/matters.

If the Purchaser in whole or in part cancels an order of Products approved by the Seller and/or orders amendments to Order Confirmations, technical specifications, date of delivery, etc. after the entry into force of the Agreement, the Seller shall approve such cancellation or amendments in writing for them to be valid. The Seller is entitled to claim compensation for indirect and direct costs resulting from such cancellation or amendments.

3. Technical Specifications

If the Purchaser wishes to purchase Products prepared according to individualized technical specifications, this shall be requested in the order (including all relevant technical specifications and descriptions) and the documentation in question shall be included in the final Agreement between the Parties. The Purchaser shall be fully responsible for such technical specifications and all practical consequences resulting from their application. The Seller shall not be responsible for any malfunctions or other errors or defects resulting from technical specifications given by the Purchaser.

The Purchaser guarantees that the utilizing of orders, technical specifications, etc. given by the Purchaser does not violate third parties' intellectual property and, in the stead of the Seller and companies in the same group, the Purchaser shall, without restrictions, take responsibility for all damage and all costs related to claims presented to the Seller for such reason.

4. Prices and Payment Terms etc.

Agreed Prices are subject to change. Agreed prices may at any time be adjusted by Dana without Customer's consent to reflect increases in costs of any kind (including, but not limited to, increase in material costs, transportation costs or manufacturing costs caused by volume changes or any other cause), taking into account any decrease of other cost types. Such price increases shall apply upon written notification to the Customer. (ii) Upon Customer's written demand, Dana shall explain, and provide reasonable evidence to the Customer for, the factors relevant for any price increase.

Unless otherwise stated in the Order Confirmation, all prices stated in the Seller's documents or correspondence have been exempted from value added tax, other taxes and fees, costs and fees caused by packaging and transportation, and other costs and fees related to the delivery in question. The Purchaser shall pay value added tax and any other applied taxes, fees and costs. The Seller invoices the value added tax and other costs to be paid (related to the Purchaser's order) as specified in the invoice in question.

The Purchaser shall pay the bill in its entirety thirty (30) days net from the date of invoice. In addition to any other compensation the Seller may be entitled to by an applicable law or the Agreement, the Seller reserves the right to charge the Purchaser for delays in payment according to the Finnish Interest Act and in accordance with the current interest rate starting from the invoice's due date.

The Purchaser has no right to offset, withhold or reduce an installment, unless the Seller has ultimately approved the Purchaser's request for such action or it has been confirmed by a final judgment of court.

5. Terms of Delivery

Unless otherwise agreed by written agreement, the delivery of Products shall take place "Ex Works" (assigned location) according to the Incoterms version valid at the time of the conclusion of the Agreement.

The Products shall be considered delivered when they are ready for the Purchaser's (or a driver or other third party assigned by the Purchaser) collection at the location agreed as stated above. If the Purchaser wants the Products to be delivered to some other location and/or under terms of delivery other than those aforementioned, related costs and fees must be compensated to the Seller in full.

The Seller reserves the right to conduct partial deliveries to a reasonable extent.

The Seller is not obliged to accept any returned Products, unless the return is the result of an appropriately prepared notice (complaint) on manifestly defective delivery or unless otherwise provided in the Agreement,

applicable law, or court decision. The Purchaser is responsible for any costs caused by the returned Products, unless the Purchaser is able to prove that the return was due to a defective delivery conducted or a relevant breach of agreement constituted solely by the Seller.

6. Verifying the Delivery and Delivery Information

Having received the delivered Products, the Purchaser shall without delay:

- ensure the quantity and packaging of Products on the delivery note; and
- check that the information on the delivery note and actual received containers/boxes/pallets, etc. correspond to the Order Confirmation.

After the aforementioned inspection of the delivery, the Purchaser shall inform (file a complaint) the Seller about any differences detected without delay and within three (3) workdays after the date the Products were ready for collection according to the agreed terms of delivery.

When discrepancies that the Purchaser cannot reasonably detect despite the aforementioned inspection are detected, the complaint on the defect/discrepancy or delay in delivery must be filed as soon as possible after detecting said defect/discrepancy Or

delay and on no account later than two (2) weeks after the date the Products were ready for collection according to the agreed terms of delivery.

The aforementioned complaint shall be filed as follows:

a written detailed message shall be sent to the Seller via e-mail to orders.finland@dana.com

(iii) the complaint must have an individualized class and batch number of the Product, relevant shipping documents, Product description, alleged deviation from the Agreement, and any amount of money claimed due to the alleged deviation; and

(iv) the Purchaser shall send the Products the claims concern for inspection; the Seller or a party assigned by the Seller conducts the inspection.

The delivery of a Product, of which no claims have been presented in accordance with the aforementioned procedure and conditions, is considered received and approved by the Purchaser.

7. Delivery Time, Delay

Delay due to the Seller

If the delivery is delayed due to a circumstance stated in article 14 (Force Majeure), or an action or negligence of the Purchaser or its representatives, subcontractors or partners, including failure to complete payments, or any other circumstance the Seller is not responsible for, the Seller is entitled to extend the delivery time as long as necessary under the circumstances (the obligation to pay a penalty, as described below, ceases correspondingly).

If the Product is not delivered on the agreed delivery date and the delay is not due to a circumstance described above, the Seller is responsible for the delay.

The Purchaser loses its entitlement to plead the delay, unless the Purchaser has presented in writing a claim within one (1) month after the agreed delivery date.



If there is an aforementioned delay and a notice about it is given in good time, the Purchaser is entitled to demand in writing the delivery within the final reasonable time limit, which cannot be less than three (3) weeks. If the Seller does not make the delivery within such reasonable time limit and the negligence of the delivery in due time is not related to a circumstance mentioned in the first paragraph of article 7, the Purchaser may cancel the part of the delivery that has been delayed and cannot be used as intended at the completion of the Agreement.

The Purchaser's right to cancel the delivery as described above is the Purchaser's exhaustive and exclusive consequence for the delay and the Purchaser is not entitled to a compensation for, for instance, damage or expenses the delay causes, or financial loss or other related indirect or direct damage/loss.

The procedures and consequences stated in this article 7 form an exhaustive depiction of the sole procedures and consequences the Purchaser may refer to due to the Seller's delay. All other delay-based claims for the Seller shall be excluded, unless the Purchaser can prove that the Seller has acted with Gross Negligence ("Gross Negligence" means in the Agreement an action or negligence that indicates an inadequate consideration of such serious consequences a careful party should normally have anticipated, or intentional negligence of consequences resulting from such actions or negligence.)

Delay/Negligence of the Purchaser

If the Purchaser neglects to accept a delivery on appointed date, the Purchaser is still obliged to pay the agreed price that expires with the delivery, as if the delivery was accepted properly. The Seller takes care of the Purchaser's written request for storing the Products at the expense and under the responsibility of the Purchaser. If the Purchaser neglects to accept the delivery as described above, the Seller is entitled to demand the Purchaser in writing to accept the delivery within the final reasonable time limit, which cannot be less than three (3) weeks. If the Purchaser neglects to accept the delivery within this time limit, the Seller may terminate the agreement in whole or in part or is entitled to a compensation for the direct damage the Seller has suffered due to the Purchaser's negligence.

8. Liability for Errors

The Seller guarantees for 12 months, starting from the delivery, that the Product's structure, materials or production is not essentially defected and that the Product meets the Purchaser's technical specifications ("**Guarantee**").

The guarantee covers only defects of the aforementioned nature that arise in working conditions according to the Agreement; when used for the intended purpose of the Product according to the normal operating cycle (which can be eight (8) hours a day at most, unless otherwise indicated in the Agreement).

The Seller's liability for flaws, defects and deviations is limited to the Guarantee and does not include any other defects or deviations, or defects and deviations caused by circumstances that arise after the liability of risk has been conveyed to the Purchaser, such as, insufficient maintenance, incorrect installation, or defective repairs conducted by the Purchaser or without the Seller's written consent to the alterations. The Seller is not responsible for defects or deviations that result from materials provided by the Purchaser or structure determined or specified by the Purchaser. Furthermore, the Guarantee or the Seller's liability does not cover normal wear or deterioration.

If defects can be detected in the Guarantee within the Guarantee (and within the applicable guarantee period), the Seller shall be responsible for, at its choice,

fixing the defect by replacing or repairing the Product (or a part of it) deviating from the Guarantee.

If there is a defect in the guarantee, it shall be repaired, if the Seller considers it possible, by the Seller on its own premises or branch stores, or by an authorized dealer. If possible, the Purchaser shall send the deviating Product (or a part of it) to the Seller's premises or branch stores or to the authorized dealer, at its own charge. After this, the Seller shall give the replaced or repaired Product to the Purchaser according to the terms of delivery of the original order. After the defect has been fixed as specified above, the Seller becomes responsible for new defects on the repaired or replaced part under the same conditions as with the Guarantee of the original Product and within the original Guarantee Period. When fixing a defect under the Guarantee anywhere else than the Seller's premises, the Seller's traveling expenses and maintenance costs must be reimbursed as well as the normal hourly rate for the traveling time. The same hourly rate is applied to traveling time for normal maintenance calls that have not been ordered within the Guarantee. The guidance and training of the Purchaser's personnel is considered normal maintenance work.

After a defect specified in the Guarantee has been detected or assumed, the Purchaser must inform the Seller about it in writing without delay and within one (1) week after the defect was first identified or assumed. For them to be valid, the conditions stated in article 6 (i) – (iii) (*mutatis mutandis* applied) must be followed when filing such notice and complaint.

If the Purchaser fails to inform the Seller about a defect specified in the Guarantee within the aforementioned time limit and as specified above, the Purchaser loses its right to get the defect fixed. If the Purchaser has informed (filed a complaint) the Seller about the deviation but a defect the Seller is responsible for cannot be detected, the Seller is entitled to receive compensation for costs caused by the complaint.

If the Seller cannot in reasonable time fulfill its obligations according to this article's previous 8 paragraphs, the Purchaser may give the Seller in writing a final reasonable time limit, which cannot be less than four (4) weeks. If the Seller has not fulfilled its obligations within this time limit, the Purchaser is entitled to demand a discount of 20% for the agreed price of the defected part.

If the defect is significant, the Purchaser may terminate the Agreement by sending a written notice to the Seller. The Purchaser is entitled to compensation for the damage suffered when terminating the Agreement with such grounds. However, the amount of compensation cannot exceed 20% of the agreed price of the Product in question.

The Purchaser shall always take reasonable action to minimize its loss and damage and follow the Seller's reasonable related instructions.

The Guarantee forms an exclusive and exhaustive guarantee and obligation concerning the state of Products according to the Agreement and excludes all other guarantees and obligations.

The procedures and consequences stated in this article 8 form an exhaustive depiction of the sole procedures and consequences the Purchaser may refer to due to defects specified in the Guarantee (this includes every loss that may be caused by the defect, such as, reduced production, unobtained profit and other sheer economic loss). Any other claims for the Seller caused by flaws, defects and deviations are excluded, unless the Purchaser can prove that the Seller has acted with Gross Negligence.

9. General Restriction of Liability

The Seller is not responsible for material damage caused by the Product post-delivery or the consequences of said damage, unless the Product Liability Act or other imperative legal provision is applied to the liability.

The Seller is not responsible for, nor can the Seller be claimed for any compensation for indirect damage (such as, reduced production, unobtained profit, lost gain, lost data, or other loss related to the order or use of the Product), defects specified in the Guarantee, other flaws or deviations or other breaches of the Agreement, excluding cases, in which the Purchaser can prove that the Seller has acted with Gross Negligence.

If a third party presents one of the Parties a claim for compensation for damage as here intended, the Party in question shall immediately give a written notice to the other Party.

10. Safety at Work

The Parties undertake to comply with the applicable occupational health and safety legislation and to extensively inform each other about the rules followed at work to the extent required by the Agreement when one Party arrives in the other Party's premises. Unless explicitly stated in the Agreement, the Parties should not interfere on each other's premises, which is why the Parties state that the Seller has no reason to familiarize with the Purchaser's company rules concerning, for instance, occupational environment, health or safety, and that they do not expect any related costs. Without affecting the aforementioned and in case some of the activities specified in the Agreement are conducted on the Purchaser's premises, the Seller hereby states that:

- it is collaborating with the Purchaser to fulfill its obligations as stated in the Act on Labor Protection Chapter 6, and
- it will produce a list of its own employees and/or partners working on the Purchaser's premises, to whom the Purchaser shall give ID tags with a photo of the employee in question and a mention of their status as other than the Purchaser's employee (e.g. ID tag "Supplier") and the same rights of access as the Purchaser's employees.

11. Reservation of Ownership

The Seller retains the rights of ownership to the delivered Product until the Purchaser has paid the full extant price and any other claims the Seller has. The Purchaser shall retain the Products in confidentiality for the Seller and take care of appropriate storage, protection and insurance until the rights of ownership are conveyed to the Purchaser.

If administrative or judicial formalities, such as, (without restrictions) recording the Products in public registers or equipping the Products with special seals or markings to ensure the validity of the Seller's reservation of ownership, are applied in the Purchaser's principal country of business, the Purchaser commits to cooperation with the Seller and to take all necessary actions to secure the Seller's valid reservation of ownership.

If a third party sues for funds that can or cannot be confiscated, or said party has identified such funds, the Purchaser shall as soon as possible, for the Seller's Products' part, when the Products in question have been delivered and under reservation of ownership, as incorporated property and/or property that can be confiscated, inform the third party about how the rights of ownership of the Products belong to the Seller and the Purchaser shall as soon as possible inform the Seller about such legal action. The Purchaser is responsible for all related costs



resulting from such legal action.

12. Industrial Rights and Copyright The Parties confirm that they have their respective copyright and industrial rights over the Products. In particular, the selling of the Products does not indicate that the industrial rights and copyright the Seller has over the Products or matters related to them shall be conveyed to the Purchaser.

13. Processing of Personal Data

In so far as the fulfillment of the agreement indicates that either of the Parties shall receive or otherwise process data, provided by the other Party, that is considered personal data according to valid data security regulations, this article shall be applied as follows.

In cases which the Purchaser determines the purposes and means of the processing of personal data, the Purchaser should be considered the controller. In any cases which the Purchaser processes personal data on the Seller's account and the Seller respectively determines the purposes and means, the Seller is the controller and the Purchaser the processor of data. The Parties' position in each situation is to regulate with a special agreement on the processing of personal data made between the Parties in accordance with valid data security regulations (the agreement is adapted to each case according to either Party's situation). The agreement on the processing of personal data in question should correspond to and be fully in line with the Parties' routines and operating principals, and otherwise be in accordance with valid data security regulations.

When fulfilling the Agreement, the Parties commit to ensure that the Agreement indicates the purposes of the processing of personal data, processed categories of personal data and registered groups, as well as processing tasks in use (storage, management, running of the registers, etc.) and the country (location) the storage/processing takes place in.

14. Force Majeure

The Parties are exempt from fulfilling their obligations specified in the Agreement, if the implementation of such obligation is prevented or becomes unreasonably difficult due to an event beyond the Party's control, such as wars, mobilization, agency actions, legal industrial actions, fires, explosions, other extreme external circumstances that obstruct traffic or similar events. The aforementioned shall also be valid

if a similar event concerns a subcontractor in a way that affects one Party.

The Party must immediately inform the other Party about an event that prevents or unreasonably hinders the fulfillment of the Agreement. After an event of this kind is over, the Party is obliged to immediately continue the fulfillment of its obligations specified in the Agreement.

If the fulfillment of the Agreement is significantly hindered for longer than three (3) months due to an aforementioned circumstance, a Party is entitled to prematurely terminate the contract in writing.

15. Other Matters

Premature Termination. A Party may terminate the contract in writing with direct consequences (i) if either of the Parties is in a significant breach of contract, provided, if and in so far as the breach of contract can be mended, that the Party in breach has not mended the breach of contract in thirty (30) days since having received a notice on the matter from the other Party and, at the Purchaser's termination, considering the restrictions of liability specified in the Agreement; or (ii) if one Party (or its holding company) is placed into liquidation, becomes insolvent, is taken under company reorganization, or seeks a similar procedure or ends up under such procedure. If the Purchaser fails to meet its financial obligation specified in the Agreement or the Purchaser or its holding company is placed into liquidation, becomes insolvent, is taken under company reorganization, or seeks a similar procedure or ends up under such procedure, the Seller is entitled to terminate or cancel its deliveries and have all receivables originated in the business connection fall due to be paid immediately. In situations like this, the Seller is also entitled to demand a prepayment and/or deposit and/or to prematurely terminate the contract (or a part of it) with direct consequences.

Invalidity of the Regulation. If an individual regulation or individual condition would prove to be invalid in whole or in part, the other regulations and conditions shall remain valid in full.

Amendments. To be binding, any amendments and additions to the Agreement shall be produced in writing and be

signed by competent representatives of the Parties.

Conveyance. One Party has no right to, in whole or in part, convey, assign or pledge its rights or obligations specified in the Agreement to a third party without a written consent of the other Party. Notwithstanding the above, the Seller has the right to, without a liability to remain with the Seller, convey the Agreement in whole or in part (i) to another company in the Seller's group, and/or

(ii) with the sale of the Seller or the Seller's operations in so far as the Seller's current operations in whole or in part become part of the operations of such organ or company, and/or

(iii) with a factoring service concerning the handover of invoices or payments or some other administrative service utilized by the Seller, which the Seller may apply without being exempt from its other obligations specified in the Agreement.

16. Arbitration

Any dispute relating to the Agreement and/or these General Conditions shall be settled by arbitration proceeding administered by the conciliation board of the Central Chamber of Commerce.

The Rules for Expedited Arbitration of the Central Chamber of Commerce shall be applied, if the value of the subject to the dispute is under EUR 50,000. If the value of the subject to the dispute is EUR 50,000 or more, the Rules for Arbitration of the Central Chamber of Commerce shall be applied. The court of arbitration shall consist of a single arbitrator if the value of the subject to the dispute is more than EUR 50,000 but less than EUR 300,000. If the value of the subject to the dispute is at least EUR 300,000, the court of arbitration shall consist of three arbitrators. The value of the subject to the dispute includes the claims stated in the complainant's statement of claim and the counterclaim presented in the response.

The arbitration proceeding shall be settled in Helsinki, Finland. The language of the proceeding is Finnish.

Notwithstanding the above, one party is entitled to collect debts with an action in courts that are competent considering the adverse party or its certain assets.

17. Applicable Law

The Finnish substantive law shall be applied to the Agreement, these General Conditions and resulting questions, and they shall be interpreted according to this (provisions concerning the choice of law, however, are disregarded).