**SUPPLY AGREEMENT**

**FOR APPLIANCES AND LIGHTING PRODUCTS**

**By and between**

**UNIPRO OY LTD**

and

**CUSTOMER**

\* \* \*

[].[].2017

**CONTENTS**

1 CONTRACTING PARTIES 3

2 BACKGROUND AND PURPOSE OF THE AGREEMENT 3

3 PRODUCTS, PRICING AND DELIVERY 3

3.1 Products and Pricing 3

3.2 Purchase Orders 4

3.3 Delivery Terms 4

3.4 Title and Penalty Interest 4

4 QUALITY AND WARRANTY 4

5 INTELLECTUAL PROPERTY RIGHTS 5

5.1 Patents 5

5.2 Trademarks 5

6 LIMITATION OF LIABILITY 6

7 GENERAL CONDITIONS 6

8 TERM AND TERMINATION 7

9 CONFIDENTIALITY 7

10 OTHER PROVISIONS 8

10.1 Order of Priority 8

10.2 Notices 8

10.3 Entire Agreement 8

10.4 No Waiver 8

10.5 Survival 9

10.6 Independent Contractors 9

10.7 Amendments 9

10.8 Assignment 9

10.9 Unenforceable Provisions 9

10.10 Governing Law and Dispute Resolution 9

10.11 Counterparts and Signing 10

11 SIGNATURES 11

# CONTRACTING PARTIES

* 1. Unipro Ltd Oy (hereinafter “**Supplier**” or “**Seller**"

 Business ID: 2110624-2

 Address: Konetie 25, FI-90630 Oulu, Finland

* 1. Customer

Business ID: [xx]

Address: Address

The Buyer and Supplier may hereinafter be referred to individually as a “**Party**” and collectively as the “**Parties.**”

# BACKGROUND AND PURPOSE OF THE AGREEMENT

The Supplier is a Finnish limited liability company designing, manufacturing and supplying Unipro® lighting track products, including 3-circuit lighting tracks, adapters and mounting accessories.

The Buyer is a Country limited liability company [*description*].

The purpose of this Supply Agreement (the “**Agreement**”) is to agree upon the terms and conditions in accordance of which the Supplier agrees to sell and the Buyer agrees to buy, during the term of this Agreement, the lighting track products, parts and services as more specifically defined in this Agreement.

# PRODUCTS, PRICING AND DELIVERY

## Products and Pricing

In accordance with the terms and conditions of this Agreement the Buyer shall purchase from Supplier, and Supplier shall sell to Buyer, certain lighting products more particularly described in **Appendix 3.1 a** attached hereto (the "**Products**"). The applicable model numbers, descriptions, prices and payment terms for each Product are set forth in **Appendix 3.1 a**. The Supplier shall have the right to amend the prices and modify the Appendix 3.1 a at any time provided that the Supplier shall deliver to the Buyer the new updated **Appendix 3.1 a** and the new pricing shall enter into force after 30 days have passed from its delivery.

Supplier’s invoices for Products shipped shall be payable in accordance with the payment terms and conditions set forth in **Appendix 3.1 b**.

## Purchase Orders

The Buyer shall purchase Products by issuing to the Supplier its purchase order (a “**PO**") stating the Products and quantities it wishes to order.

If the Supplier is capable of delivering the ordered Products accordant with the PO, the Supplier shall upon receiving the PO send to the Buyer an order confirmation stating the delivery time for the Products. In case the Supplier is unable to deliver the Products accordant with the PO the Supplier shall notify the Buyer without delay.

## Delivery Terms

The Supplier shall deliver the Products to the Buyer FCA, Alajärvi, Finland, according to Incoterms 2010 published by the International Chamber of Commerce (“**Incoterms**”). Risk of loss, destruction or damage to the Products shall pass to the Buyer in accordance with the Incoterms delivery term specified herein.

## Title and Penalty Interest

 Title to the Products shall pass to the Buyer in connection with the risk of loss accordant with the delivery term.

The Buyer shall be obligated to pay a penalty interest of 1 % of the total price of the respective delivery for each beginning week of delayed payment, however no more than 10 % of the total price of the respective delivery. In case the payment has been delayed the Supplier shall be entitled withhold or cancel any other pending orders of the Buyer until it receives the payment or a satisfactory payment plan or a guarantee for the payment has been agreed and accepted by the Supplier.

# QUALITY AND WARRANTY

The Supplier shall be responsible for the design and manufacture of all Products and for the adequacy of all warnings and instructions accompanying the Products. The Supplier also shall be responsible for and shall take all necessary steps to ensure that the Products comply with all applicable codes, laws, rules and regulations within the EU. The Supplier shall in no case be responsible for the Products’ compliance with applicable codes, laws, rules and regulations outside the EU. Any possibility of delivering the products outside the EU shall be specifically discussed and agreed upon with the Supplier in advance.

The Supplier warrants that all the Products sold to the Buyer shall:

1. conform to any and all specifications as stated by the Supplier or as agreed upon between the Parties from time to time in writing;
2. be fit and sufficient for the purpose(s) for which they were manufactured and sold; and
3. be new and merchantable, and
4. be free from any third-party claims.

The Supplier’s liability is limited to defects which appear within a period of one (1) year from the date of delivery of the Product. Based on the Supplier’s warranty the Supplier shall by replacement or repair, remedy any defect in the Product resulting from faulty design, materials or workmanship.

The Supplier is not liable for defects arising out of material provided by the Buyer or a design stipulated or specified by the Buyer.

The Supplier’s liability does not cover defects caused due to conditions of operation deviating from what can be expected as to the Product or due to improper use of the Product nor does it cover defects due to faulty maintenance or incorrect installation, alterations undertaken without the Supplier’s written consent or faulty repairs by the Buyer. Finally, the liability does not cover normal wear and tear or deterioration.

# INTELLECTUAL PROPERTY RIGHTS

## Patents

Unless the Buyer provides designs or drawings for the Products or any Product features, the Supplier acknowledges that the Supplier shall be responsible for ensuring that its Products do not infringe any registered patent(s) or proprietary right(s) of any third party.

The Supplier shall indemnify the Buyer for any direct damage, based on a claim that the manufacture, use, offer to sell or sale of any Products purchased by the Buyer under this Agreement constitutes an infringement of any registered patent(s) or proprietary right(s) of any third party. If the Buyer becomes aware of any risk of such infringement it must notify the Supplier immediately in writing and wait for instructions before distributing any Products.

The Supplier shall at its sole discretion have the right to replace any enjoined Products with interchangeable Products which have substantially the same quality and performance but which are non-infringing, or accept the Buyer to return its inventory of enjoined Products and refund to the Buyer the full purchase price of such Products and any direct costs of the Buyer associated with such return.

## Trademarks

Products shall bear only names and trademarks owned by the Supplier unless the Parties separately agree in writing that Products shall be bear names and/or trademarks of the Buyer. Any names and trademarks of the Supplier shall remain the sole and exclusive property of, and any rights which may accrue from such trade name/trademark usage shall inure to the sole benefit of the Supplier.

Nothing in this Agreement shall at any time be construed as transferring any patents, trademarks, intellectual property rights or any proprietary rights of the Supplier to the Buyer. The Buyer shall not alter, deface, remove, cover, mutilate, or add to, in any manner whatsoever, any patent notice, copyright notice, trademark, trade name, serial number, model number, technical markings nor brand name or legend of the Supplier. The Supplier acknowledges and agrees that possible use of the Buyer’s trademarks, package design, markings and concepts in connection with the Products shall not at any time or in any manner give the Supplier the right to, ownership of or interest in or the right to otherwise use such trademarks, designs or markings.

# LIMITATION OF LIABILITY

The Supplier’s liability for defects in any of the Products shall be accordant with the Supplier’s warranty set out in Chapter 4 of this Agreement and in the NL 01 E -terms. The Supplier shall be under no liability in respect of any defect in the Products arising from normal wear and tear, or any wilful damage, negligence, subjection to abnormal working conditions, failure to follow the Supplier’s written instructions, misuse or alteration or repair of the Products without the Supplier’s approval, or any other act or omission on the part of the Buyer, its employees, affiliates, agents or customers or any third party.

Neither of the Parties shall be liable to the other Party by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, for any loss of profit or any indirect, special or consequential loss or damage (whether caused by the negligence of the Party, its servants or agents or otherwise) in relation to the supply and purchase of the Products (or any failure to supply or purchase them) or otherwise arising out of or in connection with this Agreement.

The Supplier’s liability to the Buyer shall in no circumstances exceed the insurance policy amount of the applicable liability insurance of the Supplier..

# GENERAL CONDITIONS

The General Conditions for the Supply of Machinery and other Mechanical, Electrical and Electronic Equipment in Denmark, Finland, Norway and Sweden (“**NL 01 E” –terms**; **Appendix 7**) shall be the applied to this Agreement.

# TERM AND TERMINATION

The term of this Agreement (the “**Term**”) shall begin on the [day] [month] 2017 and this Agreement shall initially be in force for a fixed period of one (1) year (“**Fixed Period**”). The termination of the Agreement at the end of the Fixed Period requires a written notice from one of the Parties to the other Party no later than three (3) months prior to the ending of the Fixed Period. Unless one of the Parties terminates the Agreement as described above, this Agreement shall continue to be in force after the Fixed Period until further notice with a notice period of three (3) months.

Either Party may terminate this Agreement with immediate effect if the other Party:

1. materially breaches its obligations under this Agreement and fails to correct such breach within thirty (30) days after receipt of a notice of breach; or
2. becomes insolvent, determined by a court to be bankrupt, or becomes subject to similar bankruptcy or reorganization proceedings under relevant applicable law.

# CONFIDENTIALITY

By virtue of this Agreement both Parties may receive or become aware of confidential information relating to, for example but not limited to, the other Party, its business, business plans, customers, affairs or activities (“**Confidential Information**”).

During the Term of this Agreement and thereafter the Parties undertake not to directly or indirectly disclose, divulge or make unauthorized use of any Confidential Information, except to the extent to which such confidential information:

* 1. is publicly known at the time of its disclosure or being made available to it;
	2. after such disclosure or being made available to them, becomes publicly known otherwise than through a breach of this provision;
	3. is required by law, regulation or order of a competent authority to be disclosed by the Party in question.

Upon request from the other Party or the termination of this Agreement, each Party shall return to the other or destroy all documents or records in any medium or format containing any Confidential Information that are in its possession or control and shall not retain any copies of them.

The confidentiality obligation accordant with this Chapter 9 shall remain to be in force regardless of the termination of this Agreement for any reason.

# OTHER PROVISIONS

## Order of Priority

In the event of any discrepancy between this Agreement and its appendices such documents shall be applicable in the following order of priority:

1. this Agreement;
2. NL 01 E -terms; and
3. Products, pricing and payment terms.

## Notices

Any notice under this Agreement shall be made in writing in the English language and sent by courier or mail or e-mail with confirmation of receipt, to the coordinates listed on the signature page, or as otherwise designated by the Party via notice pursuant to this section. Notices are effective upon receipt.

## Entire Agreement

This Agreement, including its incorporated documents and attachments, constitutes the entire agreement between the parties and supersedes all prior representations, negotiations, discussions and warranties in connection with any of the matters to which this Agreement applies.

## No Waiver

Failure by any Party at any time or times to require performance of any provision of this Agreement shall in no manner affect its right to enforce the same, and the waiver by any Party of any breach of any provision of this Agreement shall not be construed to be a waiver by such Party of any succeeding breach of such provision or waiver by such Party of any breach of any other provision hereof.

## Survival

Neither expiration nor termination of this Agreement shall relieve the Parties of any obligations hereunder that by their nature survive such expiration or termination.

## Independent Contractors

The Parties hereto are independent contractors. Neither Party is an agent of and shall not bind or obligate the other in any manner. This Agreement does not constitute or imply a joint venture, partnership or other business association.

## Amendments

This Agreement may be amended only by written instrument signed by authorized representatives of each Party. No course of dealing, usage of trade or course of performance shall supplement, modify, or amend any term of this Agreement.

## Assignment

A Party shall not be entitled to transfer or assign any of the rights and liabilities under this Agreement to any third party without the prior written consent of the other Party. However, without the written approval of the Buyer, the Supplier is entitled to transfer and assign this Agreement and any rights and liabilities under this Agreement to a company belonging to the same group with it. This Agreement shall be binding upon each party's respective successors and permitted assigns.

## Unenforceable Provisions

The provisions of the Agreement are severable and if any provision is held to be invalid or unenforceable then such invalidity or unenforcement shall not affect the remaining provisions of the Agreement. The relevant provisions hereunder shall automatically be replaced by a valid provision that shall meet with the purpose hereof as close as possible.

## Governing Law and Dispute Resolution

This Agreement shall be governed by and interpreted in accordance with the laws of Finland, without reference to its conflict of laws principles. All disputes arising out of or in connection with this Agreement shall be settled through friendly consultations between the Parties.

In case no agreement can be reached through consultations, such dispute shall be finally settled in arbitration under the Arbitration Rules of the Arbitration Institute of the Central Chamber of Commerce of Finland by one (1) arbitrator appointed by the Arbitration Institute of the Central Chamber of Commerce of Finland. The arbitration shall be held in Helsinki, Finland and conducted in English language.

## Counterparts and Signing

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument. A signature of a party transmitted by facsimile or a scanned pdf shall constitute an original for all purposes.

*OR*

This Agreement has been signed in two (2) identical copies, one (1) for each Party.

*[Signatures on the following page]*

# SIGNATURES

In Oulu / \_\_\_.\_\_\_.2015

**Unipro Oy Ltd**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [name]

 [position]

In \_\_\_\_\_\_\_\_\_\_\_\_\_\_ / \_\_\_.\_\_\_.2015

**Customer**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

[name]

[position]

**APPENDICES**

Appendix 3.1 Products, pricing and payment terms

Appendix 7 NL 01 E” –terms