

1. APPLICATION

1.1 These Terms of Purchase are applied in the supply of Object of Purchase by the Supplier to Teknos Group Oy and its group companies, unless the Parties expressly agree otherwise in writing in the Purchase Agreement.

1.2 The Agreement between the Customer and the Supplier shall always be deemed entered into on these Terms of Purchase, even if the Supplier provides the Customer with its own terms and conditions of purchase or refers to them in the Offer or otherwise, without the Customer having to expressly object to the application of the Supplier's terms.

1.3 No exclusivity or similar rights of any kind are granted to the Supplier and the Customer is entitled to purchase Object of Purchase from other suppliers at its free discretion.

2. DEFINITIONS

"Customer" means Teknos Group Oy or its group companies purchasing the Object of Purchase under the Purchase Agreement;

"Law in writing" means all applicable laws, statutes, decrees, and regulations including, without limitation, international treaties, EU regulations and directives as well as orders, decisions or instructions by competent courts or authorities in all relevant jurisdictions, and any mandatory standards and applicable provisions concerning the Object of Purchase.

"Offer" means an offer confirmed in writing between the Parties, in which the specified terms and conditions of the purchase of the Object of Purchase has been agreed in a manner binding on the Parties.

"Order" means a purchase order confirmed in writing between the Parties, in which the specified terms and conditions of the purchase of the Object of Purchase has been agreed.

"Party" means either the Customer or the Supplier and *"Parties"* means both of them collectively;

"Object of Purchase" shall include all and any goods, materials, substances, services, works, equipment, software, information in whatever form, such as instruction manuals and technical drawings, permits indicating that the Object of Purchase complies with regulatory standards, required access rights, use rights or rights of ownership, and other intellectual property rights, and/or other goods and/or services (with all modification, improvements, updates as well as assignment and transfer rights) sold, supplied,

designed or transmitted by the Supplier to the Customer and specified in the Purchase Agreement;

"Purchase Agreement" means an agreement, Offer, Order or other written commitment entered into between the Parties in which the purchase of the Object of Purchase has been agreed;

"Supplier" means a party that sells, delivers or conveys the Purchase to the Customer; and If there is more than one such party in the Purchase Agreement, each such party shall be deemed a Supplier and they shall be jointly and severally liable for the Supplier's obligations under the Purchase Agreement

"Terms of Purchase" means these general terms of purchase;

3. ENTRY INTO FORCE AND CONTACT PERSONS

3.1 The Purchase Agreement shall be deemed to have been entered into when (i) the Parties have duly signed the Purchase Agreement, (ii) the Customer has accepted the Supplier's Offer in writing, or (iii) when the Supplier has accepted the Customer's Order. The Order is also deemed confirmed without changes as of its date unless the Supplier has rejected the order within five (5) workdays of the date of the purchase Order.

3.2 Only the contact person specified in the Customer's Purchase Agreement or the Customer's duly authorized representative has the right to accept changes made to the content of the Purchase Agreement in a manner binding on the Customer.

4. SUPPLIER'S ASSURANCES AND OBLIGATIONS

4.1 The specific conditions applicable to the purchase are defined in the Purchase Agreement.

4.2 The Supplier warrants that the Object of Purchase supplied:

- a) is of the quality and in all respects in accordance with the Purchase Agreement;
- b) is suitable for its intended use as set out in the Purchase Agreement or otherwise known to the Supplier. Otherwise, the Object of Purchase shall fit for the purpose for which similar goods and/or services are ordinarily used;
- c) or the Supplier's contractual obligations do not violate any third-party rights; and
- d) will be delivered in accordance with the Purchase Agreement and comply with all applicable requirements set by Law in writing, agreed quality standards, general industry standards as well as all applicable performance, health, safety, and environmental requirements.

4.3 The Supplier further assures:

- a) at its own expense, take care of the proper and continuous quality assurance and quality control of the Object of Purchase;
- b) to comply with all Laws in writing applicable to its operations, and in particular health, safety and environmental rules, regulations, instructions, and specifications issued by the Customer and/or as required by Laws in writing. The Supplier also undertakes to ensure that its personnel and any subcontractors comply with and are duly informed of them when operating in the Customer's premises;
- c) to the best of the Supplier's ability comply, at a minimum, with general industry ethics standards and maintain an environmental system that reduces the environmental harm caused by the provision or use of the Object of Purchase as effectively as possible. The Supplier also ensures that any of its subcontractors do the same. The Supplier undertakes to follow [Teknos Supplier Code of Conduct](#) at all times;
- d) to perform its obligations under the Terms of Purchase and the Purchase Agreement on schedule and with professionalism, provide the necessary personnel and other resources to deliver the Object of Purchase and guarantee the technical competence of its employees; and
- e) to maintain a liability insurance, with a reputable insurance company, sufficiently covering the Supplier's liability towards the Customer in various situation. The Supplier accepts to submit the insurance terms and conditions and insurance certificate to the Customer upon request. The Customer can, however, in all circumstances and despite the liability insurance, claim damages directly from the Supplier. Non-coverage of a loss or damage under the Supplier's liability insurance will not remove or reduce the Supplier's liability.

4.4 Upon the Customer's request, the Supplier undertakes to make reasonable changes to the Object of Purchase without separate compensation, provided that the changes do not cause additional costs or an extension of the delivery time. If the changes result in additional costs or an extension of the delivery time, they must be agreed in writing. If they have not been agreed in writing, the Supplier is not entitled to an extension of the delivery time and the Supplier will implement the changes at its own expense.

4.5 In case the Supplier is acting as an agent, it has

the right to represent the principal and to act on behalf of it with binding effect. The Supplier assures in particular that the Purchase Agreement, these Terms of Purchase, and other agreements between the Parties with regard to the principal shall be binding on the principal.

5. PRICES AND PAYMENT TERMS

5.1 The Parties agree on the price of the Object of Purchase in the Purchase Agreement. Unless otherwise stated in the Purchase Agreement, prices are expressed in euros and include all VAT and other taxes or fees, which will be included as the amount payable by the Customer. The Supplier is independently responsible for the payment of its taxes and other public payments, including those related to its employees.

5.2 The purchase price shall include all costs, and the Customer is not obligated to accept separate packaging, delivery, shipping, invoicing or small delivery fees or per diems or travel expenses, or any other expenses related to the Purchase Agreement or the Object of Purchase.

5.3 Unless otherwise agreed, the Customer shall pay the purchase price after approved delivery of the Object of Purchase against an invoice, with a payment term of sixty (60) days net from the date of the invoice.

5.4 Interest for late payment is as stipulated in the Finnish Interest Act. The Customer shall have the right to reserve payment due to an error until the Supplier has performed all its related duties fully and without error. The Customer shall have the right to use payments to offset their counterclaims (such as delay penalty). In case the Customer has created purchase Order to Supplier of the Object of Purchase the Supplier should use the purchase Order number as a reference in the invoice.

5.5 Invoices must be submitted in a form approved by the Customer and according to the procedure specified by the Customer.

5.6 The Supplier shall report, as may be required by the Customer, on the progress and phases of the delivery of the Object of Purchase and requests Customer approval for any plans, drafts and blueprints for the delivery phases of the Object of Purchase. The scope of reporting is always at least an itemized list of services provided, their costs and any detected quality deviations or deviations for which a notice has been filed.

If the Supplier charges for the Object of Purchase per hours used, the Supplier shall keep real-time, reliable records of time spent on the delivery of the Object of Purchase and tasks performed.

6. DELIVERY TERMS AND TRANSFER OF OWNERSHIP

6.1 The ownership and right to use the Object of Purchase as well as liability for risk are transferred from the Supplier to the Customer once the Supplier has delivered the goods as per Purchase Agreement. If the delivery includes installation, ownership will transfer to the Customer once the Object of Purchase has been delivered to the installation site. Unless otherwise agreed by the Parties, the delivery term is DDP, Customer's delivery address (Incoterms 2020).

6.2 The Supplier shall be responsible for the Customer's property which the Customer has submitted to the Supplier for storage, repair, further processing or other purpose, and the Supplier undertakes to return such property upon the Customer's request.

7. RECEIPT INSPECTION, DELIVERY TIME AND SUPPLIER DELAY

7.1 The Customer has the right, but not the obligation, to perform acceptance inspection of the Object of Purchase.

7.2 Inspection or approval by the Customer shall not limit the Supplier's liability under the Purchase Agreement.

7.3 The Parties agree on the date of delivery of the Object of Purchase in the Purchase Agreement. The Supplier shall not have the right to make a partial delivery or previous deliveries under the Purchase Agreement without the written consent of the Customer.

7.4 The complete and fault-free Object of Purchase and all related rights shall be delivered or transferred to the Customer at the time specified in the Purchase Agreement.

7.5 The Supplier shall immediately notify in writing the Customer of any imminent delay and its cause and probable duration. The notification shall not release the Supplier from their duty to carry out the Purchase Agreement. The Supplier shall, at its own expense, take all possible measures to avoid or eliminate the inconvenience caused by the delay. Among other things, the Supplier must increase the workforce and work during non-working hours

without different compensation, so that the work schedule is adhered to. If the Supplier does not take the necessary measures, the Customer has the right to take or have taken the necessary measures at the expense of the Supplier. This paragraph is without prejudice to the Customer's right to demand a compensation or penalty for late delivery or to terminate the Purchase Agreement. If the delay is caused by a matter for which the Supplier is responsible and the Supplier disregards its duty to notify, the failure is deemed as gross negligence by the Supplier.

7.6 If the fulfillment of the Supplier's obligations is delayed due to a reason for which the Customer is responsible, the delivery period shall be extended by the time during which the reason has delayed the completion of the delivery.

7.7 If the delivery of the Object of Purchase, any part thereof or related documents is delayed from the agreed delivery time for a reason attributable to the Supplier, the Supplier shall pay the Customer a cumulative delay penalty of one (1) per cent of the total price of the Object of Purchase for each beginning day of delay when it has not been possible to deploy the Object of Purchase to its intended use. However, the maximum percentage of delay penalty is twenty per cent (20 %) of the total price of the Object of Purchase.

7.8 The delay penalty shall not release the Supplier of their duty to deliver. The Customer's rights stated in this Section shall not diminish the Customer's other rights under the Purchase Agreement or Law in writing. The Customer has the right to receive compensation from the Supplier for expenses and damages caused by a delay to the extent that they exceed the sum of the delay penalty under this Section.

8. SUPPLIER RESPONSIBILITY

8.1 The Supplier warrants that the Object of Purchase complies in every respect with the requirements of the Purchase Agreement and is free from any defect in design, materials, or workmanship. Any defects appearing within twelve (12) months from the date of delivery of the Object of Purchase ("warranty period"), shall be deemed to have extended at the time of delivery unless proven otherwise. If the Customer has not been able to detect the defect during the warranty period or if the defect is due to the Supplier's willful act or gross negligence, the Supplier shall be liable for the defect for a period of ten (10) years.

8.2 All defects found during the warranty period are included in the warranty and must be corrected

accordingly, regardless of whether the defect was corrected during the warranty period. A new warranty period of an equivalent length for the Object of Purchase or part thereof begins to run from the time the repairs were made under the original terms.

8.3 If the Supplier fails to fulfill its repair obligation completely and without undue delay, the Customer shall, at its discretion, either (i) make or have repaired at the Supplier's expense; (ii) claim a reduction in the purchase price; (iii) demand a new delivery of the Object of Purchase; and/or (iv) terminate the Purchase Agreement.

8.4 The Supplier warrants those spare parts and maintenance corresponding to the normal expected lifetime of the Object of Purchase will be available for the Object of Purchase at a reasonable price.

8.5 In addition to any other remedies based on these Terms of Purchase, Supplier shall be liable for all damages, losses, liabilities, costs and expenses incurred due to any fault by Supplier to the Customer or to whom the Customer is liable for damages or other liability.

9. COMPLIANCE

9.1 The Supplier represents and warrants that it will not directly or indirectly offer or pay or authorize such offer or payment of money or other benefit to seek improperly or corruptly to influence any person (whether governmental or private) in order to gain an improper advantage and will not accept such a payment or offer. Supplier warrants further that it shall follow all applicable Laws in writing and regulations relating to anti-bribery, money-laundering and corruption, and sanctions enacted by the EU, UN, UK and U.S.

10. INTELLECTUAL PROPERTY RIGHTS AND LICENSE GRANT

10.1 The Object of Purchase shall comprise all rights and licenses for using the Object of Purchase in the Customer's business. The Customer shall have the right to assign the Object of Purchase fully or partially to a third party.

10.2 The Customer and its group companies shall receive a perpetual, irrevocable, transferable and worldwide license to use the Object of Purchase in accordance with the Purchase Agreement. The license to use the Object of Purchase shall include a free right to: (i) make changes and further developments to the Object of Purchase and/or use them as a basis for further work either by the Customer or by third parties without any restrictions

imposed by any licenses or confidentiality undertakings hereunder; and ii) deliver and take such copies of any documentation regarding the Object of Purchase as may be necessary for their use for the intended purpose (including but not limited for the purpose of maintenance of the Object of Purchase by third parties and right to convey such documentation and the Customer's rights thereto to third parties).

10.3 The license to use the Object of Purchase is not limited based on the number of users or copies, or on some other comparable ground. The license also entitles to use the content of the Object of Purchase to provide solutions and services to third parties.

10.4 The Customer shall not transfer any intellectual property rights to the Supplier by the Purchase Agreement. Any and all information or designs concerning the Object of Purchase and/or the Customer's business processes and procedures furnished by or on behalf of the Customer to the Supplier or otherwise revealed to contain the Customer's trade secrets and know-how, and title and all related intellectual property rights in such information or design, are and will remain the exclusive property of the Customer. The Supplier shall not have any right to furnish such information or design, or parts of the Object of Purchase that contain or may contain trade secrets or know-how to any third party.

10.5 The Supplier shall ensure that the Object for Purchase or its use by the Customer in accordance with the Purchase Agreement will not breach any third-party intellectual property rights or any other right. If a third party makes claims to the Customer for any breach of aforesaid rights, the Supplier shall indemnify and keep the Customer harmless of any costs incurred because of the breach or a claim based on the breach. The Supplier shall, at its own cost, either modify the Object of Purchase so that the breach is eliminated or secure the rights for continued use to the Customer.

10.6 If the Object of Purchase contains software or design customized for the Customer, all intellectual property rights, including the right to modify and transfer, related to such software or design shall pass on to the Customer at the time of their creation.

11. CONFIDENTIALITY AND SECURITY

11.1 The Parties may conclude a separate non-disclosure agreement ("NDA"). If no separate NDA is concluded, the terms stated below in this Section shall apply.

11.2 The Supplier undertakes to keep as strictly confidential any confidential information received

from the other Customer, not to disclose it to any third party and not to use the confidential information for any other purpose than performing its obligations under the Purchase Agreement.

11.3 Confidential information includes all materials and information that the Customer discloses to the Supplier, regardless of the material's form.

11.4 However, the confidentiality obligation shall not apply to materials or information (i) which is generally available or otherwise public or becomes public through channels other than a contractual breach by the receiving Party; (ii) which the Supplier has received from a third party without a non-disclosure obligation and which such third party has not directly or indirectly acquired from the Customer; or (iii) which the receiving Party already possessed without a non-disclosure obligation prior to receiving them from the other Party. Both Parties may disclose information to government authorities where statutory provisions mandate such disclosure; the Supplier must, if possible, notify the Customer of such information disclosure in advance.

11.5 Upon expiry of the Purchase Agreement or when the Supplier no longer needs the material or information in question for purposes laid out in the Purchase Agreement, the Supplier shall immediately cease to use Confidential Information received from the Customer and, unless otherwise agreed regarding the disposal of materials, return the confidential information with any copies thereof to the Customer. The obligations of confidentiality shall remain in force for three (3) years after the termination of the Purchase Agreement.

11.6 The Supplier shall not use the Object of Purchase as a reference without the Customer's written consent given for each particular case.

12. DATA PROTECTION

12.1 The Parties acknowledge and agree that in order for the Parties to perform their obligations under the Purchase Agreement and to manage their business relationship ("Purpose"):

12.2 A Party may make available personal data to the other Party in accordance with the applicable personal data Law in writing. Unless the Parties have agreed otherwise in writing, the Parties act as independent controllers of all personal data; and

12.3 A Party and/or its affiliate may only process personal data for purposes necessary in connection with the Purpose, provided that the Party shall do so in compliance with the applicable personal data Law in writing, especially the General Data Protection Regulation (EU GDPR), and treating the personal data

with strict confidence and keeping it safe by means of technical and organizational measures required under applicable Law in writing. To the extent required by applicable Law in writing, a Party is obliged to inform its own personnel, subcontractors and/or their employees about the personal data processing necessary for the Purpose.

13. FORCE MAJEURE

13.1 Neither Party shall be liable for any delay or failure to act due to force majeure. The Party affected by force majeure shall immediately notify the other Party in writing of the occurrence of force majeure and its probable duration. Force majeure is a circumstance which was not known to the Party at the time of signing the Purchase Agreement and which the Party invoking it cannot avoid, such as war, legal or illegal strike, government intervention, and natural catastrophe.

13.2 If delivery is delayed in whole or in part due to force majeure, the delivery time shall be extended by a maximum of the time during which force majeure prevented the continuation of delivery. Force majeure may not be invoked by a Party unless it has been notified in writing without delay. Where performance of the Purchase Agreement is delayed or appears to be delayed for more than three (3) months due to force majeure, the Customer shall have the right to terminate the Purchase Agreement immediately by giving written notice to the other Party.

13.3 A delay by a subcontractor does not constitute force majeure, unless the Party can demonstrate that such delay is caused by force majeure and that substituting the subcontractor's input with a corresponding Object of Purchase is not possible without incurring unreasonable costs.

13.4 The affected Party shall report on the progression of events for as long as the force majeure is in effect. Despite force majeure, the affected Party shall strive to meet their obligations to the best of their ability.

14. SUBCONTRACTORS AND PERSONNEL

14.1 The Supplier may use sub-contractors to a greater extent than implied in the Purchase Agreement with the Customer's prior written consent. The Supplier shall be liable for the performance, work and resources of its subcontractor as of its own.

14.2 The Supplier shall assign only skilled personnel with appropriate qualifications and experience to perform its duties concerning the Object of Purchase. The Supplier shall without delay replace a person who

at either Party's view lacks adequate capabilities to deliver the Object of Purchase or whom either Party otherwise deems unfit for the role. The Supplier shall be liable for any costs arising from the placement, including time needed for new individual to learn the process.

14.3 The Supplier shall always be liable for the work performed in the Customer's premises. The Supplier undertakes to comply with applicable employment and social security Law in writing as well as with a collective labor agreement applicable its personnel working in the Customer's premises.

15. LIABILITY

15.1 In addition to any other remedies based on these Terms of Purchase, the Supplier shall be liable for all damages, losses, liabilities, costs and expenses incurred by the Supplier to the Customer or to whom the Customer is liable for damages or other liability.

16. INDEMNIFICATION

16.1 The Supplier shall indemnify and keep the Customer indemnified against losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the performance of the Purchase Agreement by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. The Supplier's liability to indemnify the Customer as aforesaid shall be reduced proportionately to the extent that the act or negligence of the Customer, his servants or agents have contributed to the said loss, injury, or damage.

16.2 The Supplier shall inform the Customer in writing of any changes to the Object of Purchase or other material information as soon as the Supplier becomes aware of them. If the Purchase Agreement involves continuous delivery, the Supplier shall report to the Customer of matters agreed by the Parties in writing at least once a month.

17. TERMINATION OF THE PURCHASE AGREEMENT

17.1 The Purchase Agreement may be terminated with immediate written notice by the aggrieved Party if (i) the other Party commits a material breach of the Purchase Agreement of these Terms of Purchase, and the breach has not been remedied within thirty (30) days of the breach; (ii) the other Party has filed for bankruptcy or restructuring or is declared insolvent; (iii) a force majeure event having continued for more than three (3) months prevents the fulfilment of the Purchase Agreement; (iv) an uncontested receivable under the Purchase Agreement remains unpaid after

fourteen (14) calendar days of a written notification stating the cancellation option; or (v) the Customer has the right to claim full delay penalty under Section 8. Further, the Customer has the right to cancel the Purchase Agreement with immediate effect if the Customer's competitor gains control in the Supplier. The Supplier shall immediately notify the Customer of the occurrence of any event mentioned in this Section.

17.2 If the Purchase Agreement is terminated for a reason that is the Supplier's responsibility under this Section, the Customer shall have the right to use the Object of Purchase for a reasonable time even after the Purchase Agreement has expired, so that the Customer can make a replacement purchase or minimize other damages due to the termination.

18. MISCELLANEOUS

18.1 Neither Party shall have the right to assign or transfer the Purchase Agreement or any of its rights or obligations thereunder to any third party without the prior written consent of the other Party. The Customer may assign or transfer the Purchase Agreement or Order in whole or in part to its group company or in connection with the sale or transfer of its business by notifying the Supplier and provided that the transferee has undertaken to comply with the Purchase Agreement. The Customer's group company may invoke the Customer's rights under the Purchase Agreement insofar as the Object of Purchase is transferred to its ownership or the Object of Purchase becomes used by it.

18.2 All changes to the Purchase Agreement or these Terms of Purchase must be made in writing.

18.3 All notices must be made in writing and sent by registered letter or e-mail. Contact details of the Parties shall be set out in the Purchase Agreement or the Order. Each Party may change its contact details by notifying the other Party thereof in writing in advance.

18.4 In the event of any discrepancy between the contractual documents, the order of priority shall be as follows

- 1) Purchase Agreement,
- 2) Appendices of the Purchase Agreement in numeric order (where the appendix with the smallest number shall have highest priority).
- 3) These Terms of Purchase

19. APPLICABLE LAW AND DISPUTE RESOLUTION

19.1 The Purchase Agreement, including the dispute resolution clause, shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law provisions and the application of the United Nation Convention on Contracts for the

International Sale of Goods.

19.2 Any dispute, controversy or claim arising out of or relating to the Purchase Agreement, or the breach, termination or validity thereof, shall be primarily solved through negotiations between the Parties. If negotiations do not lead to a solution within thirty (30) calendar days of a declaration by either Party, then either Party has the right to take the matter for settlement in arbitration. Disputes shall be finally settled by arbitration in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. Arbitration shall take place in Helsinki, Finland in the English or Finnish language.