

1. Application

These general terms and conditions of purchase of Teknos Group Oy ("Terms of Purchase") shall apply to all purchases by Teknos Group Oy or companies under its control from the Supplier, unless otherwise agreed by the parties in writing.

2. Definitions

Purchase refers to goods, materials, access rights, services or other purchased items;

Terms of Purchase refer to these general terms and conditions of purchase;

Purchase Agreement refers to an agreement, order or other document that contains reference to these Terms of Purchase and specifies the Purchase in more detail;

Intellectual property refers to any intellectual property, irrespective of geographical location, including without limitation patents, utility model rights, copyright, trademarks, brands, exclusive right to a layout design and other intellectual property rights, including trade secrets, inventions, expertise and confidential information;

Parties refer to the Customer and the Supplier;

Customer refers to Teknos Group Oy or its subsidiaries; and

Supplier refers to the other party of a Purchase Agreement, i.e. equipment or material supplier or service provider.

3. Establishment of an agreement

An agreement between the Supplier and Customer is deemed to be established when a) the Parties have signed a Purchase Agreement; or b) the Customer has informed the Supplier in writing that they accept a binding offer (purchase order); or c) the Supplier has otherwise confirmed the Customer's order. If the Supplier has not within five (5) workdays from the date of an order confirmed the order or clearly notified the Customer of amending it, the order is deemed confirmed without changes.

Should the Parties like to deviate from these Terms of Purchase, the changes shall be agreed in writing

in the Purchase Agreement. Any terms and conditions stated by the Supplier in their order confirmation that deviate from the order shall only enter into force if the Customer accepts them in writing. These Terms of Purchase apply immediately after the Purchase Agreement in order of priority, before other appendices to the Purchase Agreement.

4. Supplier assurances

The Supplier assures that:

- 1) They are entitled to conclude this Agreement and their contractual obligations do not violate any third party rights.
- 2) They comply with all mandatory laws and regulations applying to their operations, particularly with regard to health, the environment and safety at work.
- 3) They have a liability insurance that sufficiently covers the Supplier's liability towards the Customer in various situations. The Supplier shall submit the insurance terms and conditions and insurance certificate to the Customer upon request. The Customer shall, however, have the right in all circumstances and despite the liability insurance, to claim damages directly from the Supplier, and non-coverage of a loss or damage under the Supplier's liability insurance shall not undo the Supplier's liability.
- 4) In case the Supplier is acting as an agent, they have the right to represent the principal and to act on behalf of the principal with binding effect. Further, the Supplier assures that the Agreement, including these Terms of Purchase and other agreements between the Customer and Supplier with regard to the principal, shall be binding on the principal.
- 5) They have no knowledge of a claim or other information on the basis of which there is cause to doubt the validity of their assurances given under this Section 4. In case the Supplier finds out that any part of this information is incorrect, they shall immediately notify the Customer in writing.

The Supplier shall guarantee the continuous availability of Services for the duration of this agreement. Should the Supplier be unable to deliver ordered or agreed Products or Services to the Customer, or should such a situation appear likely, the Supplier shall immediately notify the Customer of this in writing.

The Supplier shall comply with any applicable occupational health and safety instructions and specifications. The Supplier shall ensure that its personnel and any subcontractors comply with applicable regulations and are duly informed of them when operating on the Customer's premises.

The Supplier shall to the best of their 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 its Services and Products as effectively as possible. The Supplier also undertakes to guarantee that any of its subcontractors do the same.

5. Supplier obligations

The Supplier shall provide the necessary personnel and other resources to deliver the Purchase and is responsible for fulfilling the Purchase Agreement and delivering it on schedule and with professionalism, complying with sound technical practice, good quality and applicable standards and regulations.

The Purchase shall comply with all applicable legal and government regulations and requirements, agreed quality standards and general industry standards as well as applicable fire safety, environment, structure, equipment and occupational safety requirements. Relevant approvals (e.g. CE label) shall also be in order with regard to the Purchase.

Without the Customer's written consent, the Customer shall not implement changes in the Purchase specified in a Purchase Agreement during the delivery period.

Unless otherwise agreed, the Purchase shall contain:

- 1) agreed materials, equipment or service, in a composition that allows safe use of the Purchase in its purpose;
- 2) requisite instruction manuals and technical drawings (printed and digital) as well as guidance on its use;

- 3) required documentation (incl. material safety data sheets and technical specifications) and permits indicating that the Purchase complies with regulatory standards;
- 4) required use rights and intellectual property rights for using the Purchase in its intended purpose, with assignment and transfer rights.

These Supplier obligations are contained in the purchase price unless specifically otherwise agreed in writing. The Supplier further assures that they have the right to deliver the Purchase to the Customer.

The Supplier shall inform the Customer in writing of any changes to the Purchase and/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.

The Supplier shall assign a Purchase officer and inform the Customer of this.

The Supplier shall have a sufficient and comprehensive liability insurance with a reputable insurance company.

6. Supplier personnel

The Purchase Agreement may identify a project or steering group designated by the Supplier or both Parties. The duties and functions of the group shall be agreed in more detail in the core agreement.

The Supplier shall always be in charge of providing sufficiently skilled professional personnel to carry out its duties under the Purchase Agreement. The Supplier shall without delay replace a person who, in the Customer's view, lacks adequate capabilities to deliver the Purchase or whom the Customer otherwise deems unfit for the role. The Supplier shall always have management responsibility also with regard to work carried out on the Customer's premises. The Supplier undertakes to comply with an applicable collective labor agreement with regard to personnel working on the Customer's premises. The Supplier also undertakes to comply with applicable employment and social security legislation.

If a designated individual has been appointed to deliver the Purchase, the Supplier shall notify the

Customer whenever this person is unavailable and replace them with a new, at least equally qualified person who has the Customer's prior approval. The Supplier is in charge of any costs arising from the switch, including time needed for the individual to learn the process.

7. Reporting

The Supplier shall report, at the scope required by the Customer, on the progress and phases of Product and/or Service delivery and requests Customer approval for any plans, drafts and blueprints for Service delivery phases. 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 Products and/or Services per hours used, the Supplier shall keep real-time, reliable records of time spent on Product and/or Service delivery and tasks performed.

8. Customer obligations

The Customer shall pay the purchase price and comply with their obligations under the Purchase Agreement.

The Customer shall provide the information, specifications and materials needed by the Supplier as agreed in writing in the Purchase Agreement, so that the Supplier can comply with the Purchase Agreement. The Supplier may use the information and materials provided by the Customer only for fulfilling the Purchase Agreement. The customer is not responsible for the accuracy of the information provided. Should the Supplier detect an error or defect in the information, specifications or materials provided by the Customer, the Supplier shall immediately notify the Customer.

The Customer shall make available to the Supplier the materials and equipment specifically identified as the Customer's responsibility in writing in the Purchase Agreement.

The Customer shall carry out their duties on the agreed schedule. If the Customer has not carried out their duties on schedule or, in the absence of a schedule, within a reasonable time from the Supplier's request, a respective extension will be

added to the delivery schedule if the Supplier notifies the Customer in writing during the delay.

9. Prices and payment terms

The Customer undertakes to pay the purchase price specified in the Purchase Agreement in accordance with the Purchase Agreement. Payments shall only be made against an invoice. Unless otherwise agreed by the Parties, the purchase price means the fixed, unchanging total price of the Purchase, which constitutes a full compensation to the Supplier for meeting their contractual obligations.

The purchase price includes at least the following:

a) the price of the Purchase; b) taxes, customs and other public payments, excluding value-added tax; c) regular costs arising from transport, packaging and other handling in accordance with the agreed delivery term; and d) the drawings, regular user and maintenance manuals and similar documents required for the installation, use and maintenance of the Purchase.

Unless otherwise agreed, the Customer shall pay the purchase price after approved delivery of the Purchase against an invoice, with a payment term of sixty (60) days net from the date of the invoice. 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). The Supplier shall have the right to charge only for expenses agreed on in the Purchase Agreement or otherwise ahead of time in writing (travel expenses, small delivery fees, invoicing fees etc.). When traveling on the Customer's expense, the Supplier shall use the hotels and airlines designated by the Customer and comply with the Customer's travel policy.

10. Delivery time and delayed delivery

The Parties acknowledge that the timeliness of Product and/or Service delivery is of utmost importance to the Customer. The delivery time shall start, unless specifically agreed otherwise, when the Purchase Agreement has been signed, when the order has been confirmed or when the time specified in Section 3 for confirming the order has passed. The delivery time shall end on the day stated in the Purchase Agreement or when the

delivery time stated in the Purchase Agreement has expired. Unless otherwise agreed, the delivery time is a reasonable time, however no longer than three (3) weeks.

If the Supplier notices or should notice, within the delivery period, that they are unable to deliver the Purchase in the agreed timeframe or are otherwise late, they must immediately notify the Customer in writing. The notification must state the cause of the delay. The notification shall not release the Supplier from their duty to carry out the agreement. If the delay is caused by a matter for which the Supplier is responsible and the Supplier disregards their duty to notify, the failure is deemed gross negligence, for which the Customer may claim damages in accordance with the Terms of Purchase.

If the delivery of the Purchase or part thereof is delayed for a reason attributable to the Supplier and not due to a force majeure event, the Supplier shall pay the Customer a cumulative delay penalty of two (2) per cent of the total price of the Purchase for each beginning day of delay when it has not been possible to deploy the Purchase to its intended use; however, the maximum percentage of delay penalty is twenty per cent (20 %) of the tax-inclusive total price of the delayed delivery component.

The delay penalty shall not release the Supplier of their duty to deliver. The Customer rights stated in this Section 10 shall not diminish the Customer's other rights under the Purchase Agreement or law. The Customer shall have the right to receive compensation from the Supplier for direct expenses and damages caused by a delay to the extent that they exceed the sum of the delay penalty under this Section 10.

11. Ownership and liability for risk

The ownership and right to use the Purchase as well as liability for risk are transferred from the Supplier to the Customer once the Supplier has delivered the Purchase or part thereof as per the delivery terms stated in the Purchase Agreement. Unless otherwise agreed by the parties, the delivery term is DDP, Customer's delivery address (Incoterms 2010).

The liability for damage and risk is transferred to the Customer once the Purchase has been handed over in accordance with the contractual terms. The ownership to the Purchase is transferred to the

Customer at the latest once the purchase price has been paid.

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.

12. Licenses and intellectual property rights

The Customer shall not transfer any intellectual property rights to the Supplier by this agreement.

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

If Services are performed by the Supplier for the Customer (such as consulting) under the Purchase Agreement, the Customer shall have full and exclusive ownership and all intellectual property rights, including the right to modify and transfer, to any intellectual property, electronic design models, materials and documents arising to the Supplier whilst performing its service obligations under this agreement.

The Supplier is in charge of ensuring that the Purchase or its use or assignment will not breach any third party patent, intellectual property or other right. If a third party makes claims to the Customer for any breach of aforesaid rights, the Supplier undertakes to compensate the Customer for any costs incurred because of the breach or a claim based on the breach. The Customer shall, without delay, notify the Supplier of claims made to the Customer and reserve the primary right of action in the matter to the Supplier. The Supplier must, at their own cost, either change the Purchase so that the breach is eliminated or secure the rights for continued use to the Customer.

If the 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 ("Customer software").

13. Liability for damages and limitation

If either Party breaches the Agreement, they are obligated to compensate the other for damages caused by the breach. A Party is not liable to the other for consequential or indirect damages, such as unrealized profit, decreased market share, production loss or similar damages.

The aforesaid limitation does not apply and the liability shall not be limited if the damage has been caused willfully or through gross negligence or for damages caused by a breach of confidentiality obligations or a breach of obligations related to intellectual property rights.

14. Term of agreement and termination

If the Purchase Agreement is not made with regard to a one-off Purchase, it shall remain in force until further notice and can be terminated in writing on three (3) months' notice by either Party.

A Party shall have the right to cancel the Purchase Agreement if: (1) the other Party has filed for bankruptcy or restructuring or is declared insolvent; or (2) a force majeure event which has continued for more than three (3) months prevents the fulfilment of the agreement; (3) the other Party has willfully or through gross negligence materially breached the Purchase Agreement; (4) the other Party has materially breached the Purchase Agreement and has not rectified their breach within thirty (30) days of receiving a written notification; (5) an uncontested receivable under the Purchase Agreement remains unpaid after fourteen (14) days of a written notification stating the cancellation option; or (6) the Customer has the right to claim full delay penalty under Section 10; (7) other reasons make the cancellation legal under provisions laid out in the law.

The Customer shall have 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 paragraph.

If the Purchase Agreement is terminated for a reason that is the Supplier's responsibility under this Section 14, the Customer shall have the right to use the 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.

15. Force majeure

If compliance with any agreement term is prevented or delayed by a force majeure event, the Supplier shall be released from their obligation for the duration of such an event. A force majeure is a circumstance which is independent of the Supplier and which the Supplier could not have reasonably foreseen at the time of concluding the Purchase Agreement and cannot prevent or overcome its effect; including war, general labor dispute, natural catastrophe, or disruption in the supply of energy or other key resource.

A delay by a subcontractor does not constitute force majeure, unless the Supplier can demonstrate that such delay is caused by force majeure and that substituting the subcontractor's portion with a corresponding product or service is not possible without incurring unreasonable costs.

The Customer shall be notified of a force majeure circumstance in writing without delay, as well as of the estimated time of cessation and actual cessation of the force majeure. The Supplier shall report on the progression of events for as long as the force majeure is in effect. Despite force majeure, the Supplier shall strive to meet their obligations to the best of their ability.

16. Confidentiality and security

The Parties may conclude a separate non-disclosure agreement. If no separate non-disclosure agreement is concluded, the terms stated below in this section shall apply.

The Parties undertake to keep confidential any Confidential Information received from one another and to not use them for any other purpose than performing their obligations under the Purchase Agreement.

However, the confidentiality obligation shall not apply to materials or information (1) which is generally available or otherwise public or becomes public through channels other than a contractual breach by the receiving Party; (2) 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 (3) which the receiving Party already possessed without a non-disclosure obligation prior to receiving them from the other Party. The Supplier may disclose information to

government authorities where statutory provisions mandate such disclosure; the Customer shall, if possible, be notified of such disclosure of information in advance.

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 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 not use the Purchase as a reference without the Customer's written consent given for each particular case.

If the Purchase Agreement contains a provision to this effect or if the Customer requests this, the Supplier agrees to only designate persons to carry out the Purchase who agree that the Customer commissions a security screening on them and requires them to sign a personal non-disclosure agreement.

17. Transfer of agreement and subcontracting

If the Supplier uses subcontractors to perform the Purchase Agreement, the Supplier shall vouch for their performance, work and resources as of their own.

Either Party shall not have the right to transfer the Purchase Agreement to a third party without the written consent of the other Party. The Customer shall, however, have the right to transfer the Purchase Agreement, or the rights and obligations based thereupon, fully or partially to another Group company or another party in the context of a transfer of business.

18. Notifications

All notifications pursuant to the Purchase Agreement shall be made in writing, by a recorded delivery letter, email or otherwise using a provable channel to the address stated in the Purchase Agreement, or to a new address provided to the other Party in accordance with this clause. The notification shall be addressed to the contact person stated in the Purchase Agreement or to a new contact person whose name has been provided to the other Party in accordance with this

clause. A letter is deemed received on the third workday from posting at the latest, and an email is deemed received on the first workday following its sending.

Each Party shall notify the other of changes to its address or other contact details without delay.

19. Applicable law and disputes

The Purchase Agreement shall be governed by Finnish law, excluding conflict rules.

Any disputes regarding the Purchase Agreement shall be primarily solved through negotiations between the Parties. If negotiations do not lead to a solution within thirty (30) days of a written negotiation declaration, the Party has the right to take the matter for settlement in arbitration. Disputes arising from the Purchase Agreement shall be finally resolved in an accelerated arbitration procedure in compliance with the rules of the Arbitration Institute of the Finland Chamber of Commerce, in Helsinki and in either the Finnish or English language.