



1 SCOPE OF APPLICATION

These Ensto general terms and conditions of indirect purchase of services and/or products (hereinafter “General Terms and Conditions”) shall be applied to all indirect purchase of Services and/or Products by Ensto Group or its Affiliate(s) (hereinafter “Purchaser”) from a supplier (hereinafter “Supplier”) on the basis of a Purchase Agreement, unless otherwise agreed in writing between the Purchaser and the Supplier (hereinafter “Parties”).

The General Terms and conditions shall form an integral part of the Purchase Agreement. If the Purchase Agreement contains special terms and conditions which differ from these General Terms and Conditions, then the terms and conditions of the Purchase Agreement shall apply. When the General Terms and Conditions apply to a specific Purchase Agreement, modifications of or deviations from the General Terms Conditions shall be agreed in writing. The Purchase Agreement, its appendices, the Purchaser’s purchase order and these General Terms and Conditions shall take precedence over any inconsistent or conflicting provisions in the Supplier’s quotation, confirmation, forms or any other documents.

2 DEFINITIONS

The following capitalized terms shall have the following meanings assigned to them:

"AFFILIATE" of a party shall mean an entity (i) which is directly or indirectly controlling such party; (ii) which is under the same direct or indirect ownership or control as such party; or (iii) which is directly or indirectly owned or controlled by such party. For these purposes, an entity shall be treated as being controlled by another if that other entity has fifty percent (50%) or more of the votes in such entity, is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

"DELIVERY" Completion of performance of the Services and delivery of the Products and the Results by the Supplier to the Purchaser in accordance with the terms of the Purchase Agreement.

"DELIVERY TIME" Delivery time of the Products, Services and the Results specified in the Purchase Agreement.

"END USER" The customer of the Purchaser purchasing the end product of which the Services or the Results form a part.

"PRODUCTS" All products and parts thereof that shall be provided by the Supplier for the Purchaser in accordance with the Purchase Agreement. The Products shall also include other necessary works, components, materials and spare parts, even if they are not expressly included in the Specifications, service descriptions or other documentation relating to the Products.

"PURCHASE AGREEMENT" Purchase agreement, purchase order or any other similar document of purchase of Products, Services and/or Results, including these General Terms and Conditions and any and all appendices attached to the document of purchase.

"PURCHASE PRICE" The total price of the Products, Services and the Results defined in the Purchase Agreement.

"PURCHASER’S DOCUMENTATION" Reports, documents, files and other material or information which has been created, acquired or developed by the Purchaser to the performance of the Purchase Agreement prior, in connection with or after the performance of the Purchase Agreement.

"RESULTS" Material, including but not limited to reports, documents, files or any other material, which has been specifically developed for the Purchaser in connection with the performance of the Purchase Agreement and/or which has resulted from action of the Supplier or results from the Parties’ cooperation in connection with the performance of the Purchase Agreement.

"SERVICES" All work and services that shall be performed by the Supplier for the Purchaser in accordance with the Purchase Agreement. The Services shall also include other necessary works, components, materials and spare parts, even if they are not expressly included in the Specifications, service descriptions or other documentation relating to the Services.

"SPECIFICATIONS" At each given time existing detailed specifications of the Products, Services and Results provided by the Purchaser including but not limited to technical or functional specifications and documentations, instructions and drawings connected to the Services and Results.

"SUPPLIER’S DOCUMENTATION" Reports, documents, files and other material which has been marked as being the Supplier’s information or which has been created, acquired or developed by the Supplier prior to the performance of the Services and/or delivery of the Products to the Purchaser and which has been delivered to the Purchaser in connection with the performance of the Services and/or delivery of the Products.

3 PRODUCTS, SERVICES AND RESULTS

3.1 Specifications and requirements

The Supplier is responsible for that the Products, Services and the Results shall at all times meet the Specifications and

all other agreed quality and technical requirements as well as environmental requirements set in the Purchase Agreement and any regulatory and official requirements and be fit for their ordinary and intended purpose. The Products, Services and the Results shall be provided with the accuracy and the professional skill to be expected from a professional service provider.

3.2 Safety requirements

Operational safety is an absolute requirement for the Purchaser's business and the end products of which the Product, Service or Result forms a part of. The Products, Services and Results shall include all specified safety instructions and the Supplier shall ensure that the Products, Services and Results fully satisfy the requirements of any applicable safety laws, regulations and standards. If any additional safety devices are required due to non-compliance with any laws, regulations or standards or otherwise, they shall be installed at the cost of the Supplier. The Supplier shall be responsible for all inspections and tests related to the safety of the Products, Services and Results required by laws, regulations, standards or the Purchase Agreement, and for the costs arising therefrom.

3.3 Packing

The Products, Results and the like shall be packaged according to the Purchase Agreement and the Purchaser's instructions and in a way that the packaging shall be sufficient to protect the items during transportation, handling and storage.

3.4 Documentation

The Delivery shall include all agreed and necessary documentation including but not limited to technical documentation and instructions relating to the Products, Services and the Results.

4 ORDERS

The Purchaser shall execute the orders to the Supplier and the Supplier shall send an acceptance (order confirmation) to the Purchaser in writing.

5 DELIVERY TERMS

5.1 Delivery of the Products, Services and Results

Place of performance of the Services, delivery of the Products and Results and any terms of delivery shall be agreed in the Purchase Agreement. Unless otherwise agreed or follows below, the delivery terms specified in the Purchaser's general terms and conditions for direct purchase shall be applied.

Upon request of the Purchaser the Supplier shall at any time, including upon expiry or termination of the Purchase Agreement deliver to the Purchaser any and all the Results whether or not completed.

5.2 The Delivery Time

The Services shall be performed and the Products and the Results shall be delivered to the Purchaser in accordance with the Delivery Time. No Services shall be performed and no Products or Results shall be delivered prior to Delivery Time without the prior written consent of the Purchaser.

5.3 Delay by the Supplier and liquidated damages

Should the Supplier have reason to assume that it will not be able to meet the Delivery Time, it shall immediately notify the Purchaser in writing, identifying both the cause and estimated duration of the delay. This notification does not limit Supplier's liabilities resulting from late delivery. If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any additional costs and damages which it incurs and which the Purchaser could have avoided had it received such notice of the delay.

Should the Delivery Time be exceeded for any reason other than Force Majeure as set in Article 17 or for a reason solely attributable to the Purchaser or anyone for whom the Purchaser is responsible, the Purchaser shall be entitled to compensation as liquidated damages.

In case the Services are not performed or the Products and/or Results are not delivered by the Delivery Time, the Purchaser is entitled to liquidated damages from the date of which delivery should have taken place. The liquidated damages shall be payable at the rate of 1,5 per cent of the purchase price for delayed Services, Products and Results of each beginning period of seven days of delay. The liquidated damages shall not exceed 15 per cent of the purchase price. If only part of the Services, Products or Results is delayed, the liquidated damages shall be calculated on that part of the purchase price which is attributable to such part of the Services, Products or Results as cannot in consequence of the delay be used as intended by the Purchaser.

If more expensive means of transportation or any other actions than otherwise intended must be used in order to limit the effects of the late delivery, or if other additional costs should arise due to the late delivery, any additional costs shall be paid and borne by the Supplier. The Parties agree to use their best efforts to minimize the costs and effects of any delay or anticipated delay. Nevertheless, the Supplier's obligation to pay liquidated damages shall not exclude or limit the



Purchaser's right to compensation for damages incurred to the Purchaser exceeding the aggregate of the liquidated damages paid by the Supplier or any other remedies based on the Purchase Agreement and statutory legislation. If the delay entitles the Purchaser to the maximum liquidated damages and the Supplier has not delivered the Products within a final reasonable period defined by the Purchaser, the Purchaser shall have the right to terminate the Purchase Agreement with immediate effect by giving a notice in writing to the Supplier.

6 PRICES AND PAYMENT TERMS

6.1 Purchase Price

The total price payable for the Services, Products and the Results shall be specified in the Purchase Agreement as the Purchase Price. The Purchase Price shall include all applicable taxes and duties, bank charges as well as all other expenses the Supplier may incur through its performance of the Purchase Agreement. Nevertheless, the Purchase Price shall not include value added taxes, unless otherwise agreed in the Purchase Agreement. The Purchaser shall have no obligation to reimburse for the Supplier's travel expenses or travelling time, unless otherwise agreed in writing.

6.2 Payment terms

Unless otherwise mandated by local law, the term of payment is ninety (90) days net from the receipt of a valid invoice, unless otherwise agreed in writing. The date of invoice shall not be earlier than the date of Delivery. The Purchaser's obligation to pay an invoice is subject to acceptance of the Products Services and the Results in accordance with Article 14.

6.3 Right to withhold

The Purchaser is entitled to withhold payment in respect of a Delivery which is not completed in accordance with the requirements of the Purchase Agreement until the Delivery is completed. The Purchaser may also withhold any amount owed by the Supplier from any payment of the Purchase Price. The Purchaser shall pay the undisputed amounts payable pursuant to the Purchase Agreement, however, disputed amounts being payable only after the final settlement of such disputes.

7 CHANGES

7.1 Changes by the Supplier

The Supplier has no right, without the Purchaser's prior written consent, to make or undertake any changes in the Services, Products, Results, Specifications or any other agreed requirements, or any other comparable changes that possibly may affect the quality or Delivery Time of any Services, Products or Results or the correct fulfilment of the Purchase Agreement. The same requirements prevail in case the Supplier uses materials, products or services supplied by third parties.

7.2 Changes by the Purchaser

The Purchaser shall have the right to request the Supplier to make any changes at any time prior to the Delivery. The Supplier shall promptly undertake to perform any changes reasonably required by the Purchaser. Adjustments to the Purchase Price or the Delivery Time resulting from the change, if any, shall be agreed separately in writing and in accordance with the pricing level and other terms of the Purchase Agreement. The rights and obligations of the Parties under the Purchase Agreement shall extend to all changes.

8 TRANSFER OF TITLE AND RISK

8.1 Transfer of title

Title to the Products, Results and components, materials and spare parts included in the Services shall pass to the Purchaser upon the earlier of payment or Delivery to the Purchaser. In the event of the Supplier's default, delay or bankruptcy or other procedure mentioned in Article 19, the Purchaser is given the right to take possession of the aforementioned or to transfer the performance of the Purchase Agreement from the Supplier to another provider without delay. The rights set in this Article do not restrict the Purchaser's rights to remedies relating to defects or delays defined in the Purchase Agreement.

8.2 Transfer of risk

The risk of the Products, Results, components, materials and spare parts included in the Services shall pass from the Supplier to the Purchaser according to the applicable terms of delivery or if no terms of delivery are agreed, at the time of Delivery.

9 COMPLIANCE WITH LAWS AND REGULATIONS

9.1 Compliance with laws and regulations

The Supplier shall at all times and at its own cost ensure that the performance of the Services, the Products and the



Results fully complies with all applicable laws and regulations. The Supplier shall fulfil the requirements set to the business operations of the Supplier by applicable laws, regulations and the Purchase Agreement. The Supplier shall pay all payroll and social security taxes for its employees and all applicable income taxes arising out of or related to the performance of the Purchase Agreement to the Purchaser. Whenever any work is performed at any facility of the Purchaser, the Supplier shall comply with all applicable safety regulations of the Purchaser and follow any other instructions given by the Purchaser concerning the safety. The Supplier shall be solely responsible for the safety of its personnel and subcontractors employed or engaged at the site.

9.2 Environmental and ethical issues

The Supplier agrees to strictly comply with all applicable environmental legislation as well as Purchaser's Environmental Policy. The Supplier shall have all applicable environmental permits and licenses for its operations and the Supplier shall take responsibility of all required and necessary actions and costs relating to environmental permits and issues including but not limited to recycling costs.

The Supplier shall be committed to ethical business conduct and respect for human rights. The Supplier shall operate in accordance with the Supplier Code of Conduct and respect internationally recognized social and ethical principles. The Supplier shall comply with all applicable labor laws and shall not use or allow use of child labor or forced labor. The Supplier shall monitor that the environmental and ethical performance of its subcontractors comply with the requirements set in this Article. The Supplier shall provide evidence on actions under this Article upon Purchaser's request.

9.3 Change in laws

If any modification of the Specifications or any other agreed requirement is necessary due to an unanticipated change in laws or regulations or in other mandatory orders, requirements or instructions issued by competent authorities after the Purchase Agreement has entered into force, the Supplier shall promptly and within seven (7) days by latest issue a written request for a modification to be made in accordance with the Purchase Agreement.

10 PERSONNEL OF THE SUPPLIER

10.1 Appropriate personnel

The Supplier shall assign personnel of appropriate qualification, skill and experience to perform and fulfil its obligations under the Agreement. The Supplier shall at all times ensure that all persons assigned to the execution of the Services shall be properly certified to perform the work entrusted upon them. The Supplier shall ensure the necessary supervision of the personnel and the performance of the Purchase Agreement. Without limiting the Supplier's obligation to arrange the aforementioned supervision, the Purchaser may appoint a designated person to watch and inspect the execution of the Purchase Agreement. The person appointed by the Purchaser shall have the right to give instructions in respect of the performance of the Purchase Agreement including the right to cease the execution of the Purchase Agreement if and to the extent the execution of the same is not in compliance with the requirements set out under the Purchase Agreement.

10.2 Legislative requirements

The Supplier shall ensure that all its personnel comply with all legislative requirements in the execution of the Purchase Agreement. If requested by the Purchaser, the Supplier shall promptly provide the Purchaser with a list of the persons that have been assigned to the execute the Purchase Agreement including information.

10.3 No employment

Notwithstanding any degree of supervision exercised by the Purchaser over the performance of the Purchase Agreement or the Supplier's personnel, such personnel shall at all times be deemed to be the employees of Supplier and the Supplier shall remain responsible for the personnel. Under no circumstances shall an employment relationship be deemed to arise between the Purchaser and the Supplier's personnel.

10.4 Authorized representatives

Each party shall appoint an authorized representative to be the other party's principal contact for all matters related to the execution of the Purchase Agreement. Supplier's representative shall directly supervise, control and be primarily responsible for performance of the Assignment, including all day-to-day matters.

10.5 General Business Activity Restrictions

(a) Supplier will ensure that Supplier personnel assigned to work on Purchaser's or customer's premises will not:

1. conduct any non-Purchaser related business activities (such as interviews, hiring, dismissals or personal solicitations) on Purchaser's or customer's premises;
2. conduct Supplier's personnel training on Purchaser's or customer's premises, except for on-the-job training;
3. attempt to participate in Purchaser or customer benefit plans or activities;
4. send or receive non-Purchaser related mail through Purchaser's or customer's mail systems; and



5. sell, advertise or market any products or distribute printed, written or graphic materials on Purchaser's or customer's premises without Purchaser's written permission.

(b) Supplier will, for Supplier personnel assigned to work on Purchaser's or customer's premises:

1. obtain for each person a valid identification badge from Purchaser and return identification badges upon completion or termination of Supplier personnel assignments;
2. ensure that each person with regular access to Purchaser's and customer's premises complies with all parking restrictions and with vehicle registration requirements if any; and
3. ensure that each person remains in authorized areas only (limited to the work locations, cafeterias, rest rooms, and, in the event of a medical emergency, Purchaser's or customer's medical facilities).

11 INTELLECTUAL PROPERTY RIGHTS

11.1 Intellectual property rights

All right, title and interest in and to all copyrights, patents and other intellectual property rights relating to the Services, Products, Specifications, Results and Purchaser's Documentation as well as other information delivered or paid by the Purchaser or its representatives to the Supplier in connection with the Purchase Agreement, shall belong to, vest in and be the sole and exclusive property of the Purchaser and shall not, without prior written consent of the Purchaser, be used by the Supplier for any other purposes than for the performance of the Purchase Agreement. For the avoidance of doubt, the Purchaser will also own all rights in any copies, translations, modifications, adaptations and derivatives of any Specifications, Services, Products, Results and Purchaser's Documentation.

The Supplier shall upon request, without any costs to the Purchaser, promptly execute all such documents as may be necessary to effectuate the vesting in or transfer to the Purchaser of the aforementioned rights. The Supplier shall assign and cause its employees and subcontractors to assign any and all such rights to the Purchaser and take such additional actions as may be requested by the Purchaser to perfect any right of the Purchaser thereto.

Notwithstanding the above, the Supplier shall during the term of the Purchase Agreement and after the termination of the Purchase Agreement retain ownership to and/or control of any intellectual property rights created, obtained or controlled by the Supplier (i) prior to the effective date of the Purchase Agreement or (ii) outside the Purchase Agreement. Unless otherwise explicitly agreed by the Parties in writing, the Supplier hereby grants the Purchaser a non-exclusive, worldwide, royalty-free, perpetual, transferable, assignable right to use and commercially exploit any above-mentioned existing intellectual property rights included in the Services, Products and/or Results, including the right to sublicense and further develop, change and improve the Services, Products and/or Results itself or through third party, without any obligation to pay compensation to the Supplier. All rights to any modifications made shall belong to the Purchaser. For the sake of clarity, the Supplier acknowledges and agrees that the materials in all manuals, instructions, drawings, text, visual designs and displays, and other related materials (copyrighted or not copyrighted) provided by Supplier to Purchaser (hereinafter "Supplier's Materials") may be incorporated by Purchaser into the manuals, instructions, drawings, text, visual designs and displays, and other related works created or used by Purchaser in connection with the sale of Purchaser's goods and services (hereinafter "Purchaser's Materials").

Supplier hereby grants to Purchaser an unlimited, royalty-free, worldwide, irrevocable, perpetual, non-exclusive sub-licensable license to use, reproduce, modify and incorporate Supplier's Materials with and into Purchaser's Materials without use of any copyright or other mark that distinguishes the contents of Supplier's Materials that are used, reproduced and/or incorporated into Purchaser's Materials as being owned by any party other than Purchaser or its affiliates. Supplier hereby acknowledges and agrees that Purchaser may place a copyright or other mark on Purchaser's Materials (that contain Seller's Materials) that would identify Purchaser or its affiliates as the owner thereof.

11.2 Trademarks

Unless otherwise agreed by the Parties in writing, the Supplier shall not have the right to use or make any other reference to any of the Purchaser's trademarks. The Supplier shall not use any of the Purchaser's trademarks in connection with sales to third parties.

11.3 Infringements of intellectual property rights

The Supplier warrants that the Services, Products and Results do not infringe any patents, trademarks, copyrights, design rights or any other intellectual property rights of any third parties. The Supplier shall at its own expense defend, indemnify and hold the Purchaser harmless against any and all damages and costs in respect of any claim or action by third party stating that the Products, Services and/or Results infringe any intellectual property rights of a third party.

12 RIGHTS TO TOOLING, COMPONENTS AND MATERIAL

Title to all tools, moulds, jigs and other similar items (hereinafter "Tooling"), other products, components, material and any other property submitted to the Supplier or purchased by the Purchaser prior or subsequent to the Purchase

Agreement, shall remain the exclusive property of the Purchaser. Such Tooling and when applicable other property of the Purchaser shall be listed, marked and kept separate from the Supplier's property and not used for any other purposes than for the fulfilment of the obligations under the Purchase Agreement.

Title to the Tooling and when applicable other property purchased by the Supplier according to the Purchaser's instructions as a part of the Purchase Agreement and for the fulfilment of the Purchase Agreement, is transferred to the Purchaser at the time of the payment of the Tooling in question by the Purchaser. The Tooling shall be marked with a type label assigned by the Purchaser and the Supplier shall comply with other reasonable marking instructions issued in writing by the Purchaser.

The Supplier agrees to properly maintain the Tooling at the Supplier's cost and comply with the Purchaser's reasonable written instructions concerning the custody, maintenance and reporting of the condition of the Tooling. The Supplier shall not have any rights to use the Tooling for any other purpose than performing its obligations under the Purchase Agreement. The Supplier shall, at the Purchaser's request, give the possession of the Purchaser's property mentioned in this Article immediately to the Purchaser.

13 LIABILITY FOR DEFECTS

The Supplier warrants that the Services, the Products and the Results strictly comply in every respect with the Specifications and all other quality and technical requirements set in the Purchase Agreement as well as requirements provided by applicable laws and regulations and authorities. The Supplier also warrants that the Services, the Products and the Results are free from any defect in materials, workmanship or design where design is Supplier's responsibility and are fit for their ordinary and intended purpose.

The Supplier also warrants that the Services, Products and Results shall be prepared, performed and delivered in the competent manner and with the accurate and professional diligence and skill to be expected from professional and experienced service provider and in compliance with all applicable laws and regulations and official requirements, including but not limited to fulfilling its obligations as an employer.

The Supplier is responsible for the actual quality control of the Services, Products and Results, and shall immediately report to the Purchaser any possible deficiency in the quality of the Services, Products or Results.

The warranty period shall be 24 months for the Services, Products and Results and components, materials and spare parts included therein from the acceptance of the Purchaser or End User, whichever expires earlier (hereinafter "Warranty Period").

During the Warranty Period, all defective or otherwise nonconforming Services, Products or Results shall at the sole discretion of the Purchaser be re-performed, repaired, replaced or refunded by the Supplier without delay and without any cost to the Purchaser or End User. The Warranty Period for the re-performed Services or repaired or replaced Products or Results shall be renewed starting from the date when the re-performance, repair or replacement was approved by the Purchaser or the End User.

Should the Supplier refuse or fail to fulfil his warranty obligation to the Purchaser's satisfaction within a reasonable period of time from the Purchaser's request, the Purchaser shall be entitled to have re-performance, repair, replacement or a correction carried out at the Supplier's expense. The same right shall accrue to the Purchaser, if in case of urgency the Purchaser finds it inappropriate to wait for the Supplier to carry out the work. If possible, the Purchaser shall inform the Supplier before carrying out the re-performance, repair, replacement or the correction. In case none of the aforementioned corrections can reasonably be carried out, the Purchaser shall have the right to a refund of the Purchase Price of the Services, Products or Results not meeting the warranty given by the Supplier.

After the warranty period, the Supplier remains liable for hidden faults and errors that come to the Purchaser's knowledge after the warranty period.

14 ACCEPTANCE OF THE SERVICES

Unless otherwise agreed, the Supplier shall notify the Purchaser in writing when it has performed the Services and delivered all Products and Results to the Purchaser. After the Delivery to the Purchaser or the End User and successful completion of necessary inspections and tests, the Purchaser will give acceptance for the Services, Products and Results provided that they meet the Specifications and other requirements set in the Purchase Agreement and the Purchaser or End User has received all agreed documentation.

Any acceptance of the Services, Products or Results by the Purchaser or the End User, with or without inspection, shall not to any extent release the Supplier from any of its obligations to deliver Services, Products and Results that meet the agreed Specifications and quality requirements or any other requirements set in the Purchase Agreement. Acceptance of the Services, Products and Results shall not limit the Purchaser's right to compensations or any other remedies, if any Services, Products or Results are later found not to meet the Specifications, quality requirements or any other

requirements set to them. Any acceptance shall not relieve the Supplier from any of its continuing obligations under the Purchase Agreement.

15 DAMAGES

15.1 Liability for damages

As the Purchaser's operations demand promptness and reliability, the Supplier appreciates and accepts the fact that the Supplier shall fulfil all of its obligations with particular care and that even a minor breach may cause considerable damage to the Purchaser or End User. Any damages and costs incurred by the Purchaser or End User due to any breach by the Supplier or its subcontractor shall be compensated for in full by the Supplier.

15.2 Indemnification

The Supplier shall indemnify, defend and hold the Purchaser harmless against all claims, demands, proceedings, damages, costs, charges, expenses and losses including but not limited to 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 or its subcontractor in respect thereof or in relation thereto. The Supplier's liability to indemnify the Purchaser as aforesaid shall be reduced proportionately to the extent that the act or neglect of the Purchaser or anyone for whom the Purchaser is responsible may have contributed to the aforementioned. The Parties shall inform each other any demands, lawsuits or actions that relate to the Services, Products or Results in reasonable time after receiving knowledge of the same.

15.3 Limitation of liability

Notwithstanding anything contained in these General Terms and Conditions, neither Party shall be liable for any indirect damages or losses unless such damage is caused by gross negligence or willful misconduct or a breach by the Supplier of the Articles 11 Intellectual Property Rights or 18 Confidentiality. It is explicitly agreed that this limitation of liability is not applicable to damage or losses arising out of death or personal injury. Damages incurred by the End User shall not be considered as indirect damages as such, and they shall be considered under the same principles as damages incurred by the Purchaser.

16 USE OF SUBCONTRACTORS

16.1 The Supplier shall not, without the prior written approval of the Purchaser, subcontract any of the Services, Products or Results under the Purchase Agreement.

16.2 The Purchaser shall at all times have the right to forbid the Supplier from engaging subcontractors or other third parties to perform the Purchase Agreement or any part thereof in case such subcontractors or other third parties are in the reasonable opinion of the Purchaser found to be unsuitable for the execution of the Purchase Agreement.

16.3 Notwithstanding any consent of the Purchaser, the Supplier shall at all times remain fully liable for the performance of any subcontractors or other third parties as for its own performance.

16.4 The Supplier shall promptly deliver to the Purchaser any and all information on the subcontractors or other third parties that may be reasonably requested by the Purchaser.

16.5 The Purchaser shall at all times have the right, by itself or through an authorized third party to conduct an inspection at the premises of the Supplier or any other premises where the Purchase Agreement is being performed during regular business hours in order to verify compliance with the Purchase Agreement.

17 FORCE MAJEURE

Neither Party shall be liable to the other for delay or nonperformance to the extent such delay or nonperformance is caused by an event of Force Majeure. Force Majeure shall mean unforeseen events, which occur after the signing of the Purchase Agreement and which are beyond the reasonable control of the Parties including but not limited to war, acts of government, natural disasters, fire and explosions, insofar as such an event prevents or delays the affected Party from fulfilling its obligations and such Party is not able to prevent or remove the Force Majeure without unreasonable expense.

The Party affected by Force Majeure shall immediately take reasonable steps to limit or minimize the consequences of such Force Majeure. The Party claiming Force Majeure shall inform the other Party in writing and without delay of the Force Majeure, of the time it began and its expected duration. The end of the Force Majeure shall also be reported in writing. The Party who has claimed Force Majeure shall prove its effect on the fulfilling of the Purchase Agreement. If the performance of the Purchase Agreement is delayed more than three (3) months as a result of a Force Majeure, either Party may terminate the Purchase Agreement by sending a written notice of termination to the other Party.

18 CONFIDENTIALITY

The Supplier shall keep confidential and shall not disclose to any third parties or use for any other purposes than those



defined in the Purchase Agreement any confidential information received in connection with the Purchase Agreement, such as, including but not limited to technical, commercial, business related, financial or company information. No confidential information may, without the Purchaser's express written consent, be copied, reproduced, transmitted, communicated or disclosed to a third party or in any other way brought to the knowledge of a third party or utilized by the Supplier for any other purposes than proper performance of the Purchase Agreement. The Supplier shall ensure that no information regarding the existence and contents of the Purchase Agreement is brought to the knowledge of any third party without obtaining prior consent thereto from the Purchaser.

The Supplier shall not use the Purchaser's name or make reference to it for any purpose in any releases for public or private dissemination without prior written consent of the Purchaser. The Supplier will use its best efforts to protect all confidential information from improper, unauthorized, negligent or other inadvertent transfer to any third party. The Supplier shall agree to protect the confidentiality of the information at least with the same degree of care as it exercises with respect to its own confidential information and business secrets. The Supplier shall limit access to the confidential information of the Purchaser to those of its own personnel and the Purchaser's subcontractors for whom such access is necessary for the proper performance of the Purchase Agreement. Such personnel and the Purchaser's subcontractors shall be bound by written confidentiality obligations not less restrictive than those provided herein.

The Supplier shall, upon the termination of the Purchase Agreement or at the Purchaser's request, immediately return all confidential material to the Purchaser, including but not limited to any copies of the Specifications and the Purchaser's Documentation held by the Supplier. The obligation of confidentiality shall survive the termination of the Purchase Agreement.

19 VALIDITY AND TERMINATION

19.1 Entry into force

A written Purchase Agreement becomes valid upon being signed by the Parties or if the Parties have agreed upon a later date when the Agreement becomes effective. The Agreement shall remain in effect until the said period of the Purchase Agreement or until the duties of a one-time delivery has been executed by both Parties. If the Agreement shall remain in effect until further notice, it may be terminated in accordance with the following.

19.2 Termination for default

In addition to any other right or remedy available to the Purchaser at law or set in the Purchase Agreement, the Purchaser has a right to terminate the Purchase Agreement or any part of it with immediate effect and without any liability towards the Supplier in the event that the Supplier is in material breach of its obligations under the Purchase Agreement and has failed to remedy such breach within thirty (30) days of a written demand thereof by the Purchaser. The Services, Products and Results failing to meet the specified quality and/or safety requirements shall always be considered a material breach of the obligations of the Supplier.

The Purchaser is entitled to terminate the Purchase Agreement with immediate effect and without any liability towards the Supplier if any proceeding of bankruptcy, liquidation, receivership or insolvency shall be commenced by or against the Supplier or its property, the Supplier is made to be governed by an appointed receiver or trustee or to execute an assignment for the benefit of the creditors, or it becomes otherwise clear that the Supplier as a result of its financial or other difficulties is unable to fulfil its obligations in accordance with the Purchase Agreement.

The Purchaser may cancel the Purchase Agreement prior to the date of its fulfillment, if it becomes evident that the other Party will commit a breach of contract entitling to termination of the Agreement.

19.3 Termination for convenience

The Purchaser reserves the right to terminate all or any part of the Purchase Agreement at its convenience with immediate effect following the Purchaser's issuance of written notice to the Supplier. In the event of such termination, the Supplier shall immediately stop all work referenced in the Purchaser's notice of termination. In such case, the Supplier shall be paid a reasonable termination charge consisting only of the actual direct costs associated with the Services, Products and Results already produced by the time of the Purchaser's notice of termination. Should the Purchaser elect to terminate the Purchase Agreement as a result of the Supplier's alleged default in accordance with the preceding paragraph and should it ultimately be determined by a court or other tribunal that the Supplier was not in fact in default under the Purchase Agreement, such termination shall be considered a termination for convenience and governed by the terms of this paragraph.

19.4 Effects of termination

In case of termination, the Purchase Agreement is deemed to be terminated as from the termination date. Any terms and conditions that by their nature or otherwise reasonably should survive a termination shall be deemed to survive. The Services and Results ordered before the termination shall be delivered by the Supplier within the Delivery Time and in accordance with the terms and conditions of the Purchase Agreement, unless otherwise requested by the Purchaser. By



the termination of the Purchase Agreement the Supplier shall immediately return all Specifications, Purchaser's Documentation, drawings and technical documents, material and Tooling and any other Purchaser's property, which the Supplier has received from the Purchaser or which has otherwise become property of the Purchaser.

20 PERSONAL DATA

20.1 Except in the case of express written consent from Purchaser, any statutory obligation or any professional rule, the Supplier, its personnel or any third party it engages must treat all information relating to the Contract (including the results of the Contract), to Purchaser and to client and other business relationships of Purchaser of which it learns in connection with the performance of the Contract in the strictest confidence. This duty of confidentiality remains fully enforceable even after the performance of the Contract has been completed.

20.2 In its capacity as a processor, the Supplier shall only collect and process personal data on the instructions, and on behalf of, the Purchaser, in accordance with a separate data processing agreement between the Purchaser and the Supplier, applicable legislation, best data processing practices, and documented instructions of Purchaser, except in the case of deviating statutory obligations.

20.3 The supplier and any third parties it engages in accordance with Article 16 Use of Subcontractors, shall not store any personal data in or transfer personal data to countries outside of the European Economic Area unless this is with the prior written consent of Purchaser, whereby additional measures can be applicable.

20.4. The Supplier and any third parties it engages have implemented appropriate technical and organizational measures in order to protect the personal data against loss, unlawful destruction, alteration, processing, unauthorized disclosure of, or access to personal data transmitted, stored, or otherwise processed or any form of unlawful processing and those measures have been implemented with due regard for risks associated with the processing and the nature, scope, context, and purposes of the data to be protected and the processing in question. The measures are also aimed at preventing the unnecessary collection and further processing of the personal data.

20.5 The Supplier and any third parties it engages shall, at the first request of Purchaser and in any event at the end of the Purchase Agreement, immediately return to Purchaser all personal data, or destroy all personal data and, in the latter case, declare that the Supplier and any third party it engages have done so, except in the case of deviating statutory obligations.

20.6 The Supplier and any third party it engages shall immediately, in any event within 24 hours, notify Purchaser of (a) any breach of security, concerning personal data or (b) requests from third parties, including authorities, for Personal data to be disclosed or inspected or requested for exercising the rights of data subjects laid down in applicable legislation, and in relevant cases shall take further steps in conjunction with Purchaser. Without the prior consent of the Purchaser, the Supplier and any third parties it engages shall not contact the data subjects, the authorities or other third parties.

20.7 The Supplier shall assist the Purchaser in ensuring compliance with the legal obligations of the Purchaser, such as, data security, data breach notification, data protection impact assessment, and prior consulting obligations, as required of the Purchaser by applicable legislation, taking into account the nature of the processing and the information available to the Supplier.

20.8 The Supplier shall maintain necessary records and make available to the Purchaser all information necessary to demonstrate compliance with the obligations of the Supplier, as laid down in applicable legislation, and allow for and contribute to audits, including inspections, conducted by the Purchaser or any auditor mandated by the Purchaser.

21 INSURANCE

The Supplier shall maintain at its own expense adequate insurance to cover any liability it may incur in connection with the performance of its obligations under the Purchase Agreement. The same requirement applies to the subcontractors of the Supplier. Upon demand, the Supplier shall submit all requested certificates of the Supplier's or its subcontractors' insurances to the Purchaser. The obligation to maintain insurances shall have no effect or limit the Supplier's liability by the law or the liability of its subcontractors.

The Supplier shall indemnify the Purchaser for any and all product liability caused by the delivered Services, Products and Results and shall carry adequate insurance coverage for the liability. Unless otherwise agreed in the Purchase Agreement, the insurance coverage limit shall not be lower than the equivalent of one million (1.000.000) EUR.

22 AVAILABILITY OF SPARE PARTS

The Supplier warrants the availability of the spare parts, component parts or replacement products for purchase by the Purchaser under commercially reasonable terms for a period of ten (10) years after the date of Delivery, unless otherwise agreed.



23 REPORTING

Unless otherwise agreed in writing, the Supplier shall provide status and other reports to the Purchaser in a form and at times reasonably requested by the Purchaser.

24 CONTACT INFORMATION AND NOTICES

All communication between the Parties shall be effected through the representatives named in the Purchase Agreement or their substitutes as notified from time to time by either Party to the other Party in an agreed manner.

25 MISCELLANEOUS

25.1 Amendments

Modifications and amendments to these General Terms and Conditions or the Purchase Agreement shall be valid only if agreed in writing and signed by duly authorized representatives of both Parties.

25.2 Entire agreement

The Purchase Agreement and the appendices listed in the Purchase Agreement shall constitute the entire agreement between the Parties and it shall precede any other document exchanged between the Parties before the date of the Purchase Agreement. No document shall be deemed to be included in the Purchase Agreement without a specific reference.

25.3 Headings

The headings of the Purchase Agreement are for reference only and shall not affect the interpretation of the Purchase Agreement.

25.4 Assignment and subcontracting

The Supplier may not transfer, assign or subcontract the Purchase Agreement or any part of its obligations without prior written consent of the Purchaser.

25.5 No waiver

No waiver is effective unless given in writing and signed by the waiving Party. The failure of either Party to require the performance of any term or condition in the Purchase Agreement or the waiver by either Party of a remedy of any breach of the Purchase Agreement shall not prevent subsequent enforcement of such term or condition nor be deemed to be a waiver of a remedy of subsequent breach. Notwithstanding anything to the contrary in any of the terms of the Purchase Agreement, any co-operation, requirement, request, direction, instruction, acceptance, consent, approval or other similar action or lack of any of the above mentioned by the Purchaser shall not in any way or to any extent release the Supplier from any of its obligations in the Purchase Agreement, unless expressly and specifically agreed by the Purchaser in writing when taking such action.

25.6 Severability

If any provision of the Purchase Agreement is held to be unenforceable, in whole or in part, it will not affect the validity of the other provisions of the Purchase Agreement, unless the Purchaser deems the unenforceable provision to be essential to the Purchase Agreement, in which case the Purchaser may terminate the Purchase Agreement with immediate effect upon notice to the Supplier.

26 APPLICABLE LAW AND DISPUTE RESOLUTION

26.1 Applicable law

The Purchase Agreement shall be governed by and construed in accordance with the laws of Finland excluding its choice of law provisions and the Sale of Goods Act (in Finnish: kauppalaiki) and the United Nations Convention on Contracts for the International Sale of Goods (CISG, Vienna April 11, 1980).

26.2 Dispute resolution

The Parties shall strive to negotiate in good faith any disputes arising out of or in connection with the Purchase Agreement. The disputes shall be finally settled under the Arbitration Rules of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall take place in local arbitration of the Purchaser unless otherwise agreed in the Purchase Agreement. The Parties agree to recognize the decision of the arbitrators as final, binding and executable. The arbitration shall be the exclusive remedy for the Parties to the dispute regarding claims or counterclaims presented to the arbitrators.