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**1 APPLICABILITY**

- 1.1 These Fortum's General Terms and Conditions ("Terms") shall apply to procurement of products and services by Fortum Corporation and/or its Affiliated Companies. Procuring Fortum entity shall be referred to as "Purchaser".
- 1.2 All deviations from these Terms must be accepted in writing by Purchaser to be valid. Any general terms and conditions of Supplier ("Supplier") or of a third party are hereby excluded. In case of discrepancies between this English language version of these Terms and another language version, this English language version shall prevail.
- 1.3 Purchaser shall be entitled to change these Terms by notifying Supplier thereof with at least one month's prior written notice. In the event of a material change of these Terms to the detriment of Supplier, Supplier may, as the sole and exclusive remedy, terminate the Contract in writing within 14 calendar days after receiving the above-mentioned notification. Such termination shall be effective on the date when the change would have been effective. In the absence of such notice of termination, Supplier shall be deemed to have accepted the new terms and conditions.

**2 DEFINITIONS**

The following definitions shall apply for these Terms:

"**Affiliated Company**" of a Party means any legal entity that is (a) directly or indirectly controlling the Party, or (b) under the same direct or indirect control as the Party, or (c) directly or indirectly controlled by the Party for so long as such control lasts. Control shall exist through direct or indirect ownership of 50 per cent or more of the nominal value of the issued equity share capital or 50 per cent or more of the shares entitling the holders to vote for the election of the members of the board of directors or persons performing similar functions.

"**Claims**" shall mean any and all claims, suits, actions, demands or proceedings.

"**Consequence**" shall mean any and all liabilities, damages, costs, expenses or loss (including but not limited to attorney's fees) incurred by Purchaser and its personnel, directors, subcontractors and direct and indirect customers.

"**Contract**" shall mean the agreement between Purchaser and Supplier, to which these Terms apply, including these Terms and other appendices and any valid Purchase Orders made thereunder with their Annexes.

"**Data Processing Agreement**" shall mean the agreement entered into between the Parties relating to the processing of Purchaser's personal data, if applicable.

"**Deliverables**" means (i) any and all information and materials, in whatever form, invented, developed or otherwise generated or resulting from the Services; and (ii) any and all information and materials, in whatever form, provided by Supplier and/or Supplier's subcontractors to Purchaser, under the Contract; and (iii) any copy, translation, modification, adaptation, derivation, improvement and/or development of any information and materials specified under (i) and (ii) above.

"**Documentation**" means the manuals, user guides and all other relevant material related to the Scope of Supply and to the use, installation, support and maintenance thereof.

"**Error**" means any malfunction or defect in quality, advice, design, materials or workmanship or deviation from other requirements set forth under the Contract.

"**Intellectual Property Right**" means patents, designs (whether or not capable of registration), inventions, copyrights and future copyrights and any other industrial and intellectual property rights, whether or not specifically recognized or perfected under applicable laws and whether registered or not and applications, divisions, continuations, renewals, re-exams and reissues for any of the aforementioned respectively as well as any trade secrets, and the rights to prosecute, enforce and obtain remedies.

"**Key Person**" shall mean an employee or consultant of Supplier or its subcontractor who plays a significant role in the performance of the Services or delivery of the Products or whose role is otherwise significant to Purchaser as so described in this Contract.

"**Open Source Software**" means any software, which is subject to license terms and conditions including or meeting the criteria listed at <http://www.opensource.org/docs/definition.php> and including, without limitation, licenses currently listed at <http://opensource.org/licenses/> or which is subject to any similar license terms.

"**Party**" shall mean Supplier or Purchaser and "**Parties**" shall mean Supplier and Purchaser jointly.

"**Pre-Existing Intellectual Property**" means Intellectual Property Rights outside the Scope of Supply existing on the Effective Date of a Contract or the relevant Purchase Order (as the case may be) or developed during the term thereof independently and without using any material or information provided by the other Party.

"**Product**" means the objects of sale and purchase under the Contract including package, software and Documentation as defined in the Contract.

"**Purchase Order**" means a request issued by Purchaser where Purchaser requests Supplier to deliver items within the Scope of Supply specified in the Purchase Order in question.

"**Scope of Supply**" means Products, Services and Deliverables defined in the Contract.

"**Site**" means the place where the Products are to be installed or erected, including adjacent areas necessary for transport, unloading and storage of the Products and necessary erection equipment.

"**Service**" means the services provided by Supplier to Purchaser under the Contract.

"**Time Schedule**" shall mean the time schedule for the delivery of Scope of Supply set out in the Contract.

"**Total Contract Price**" means the total agreed price for the entire Scope of Supply under the Contract unless otherwise specified.

**3 GENERAL CONDITIONS**

- 3.1 Supplier undertakes to perform the Services and deliver the Products and Deliverables in conformity with the Contract.
- 3.2 Supplier agrees to comply with applicable laws and regulations and conduct its business and perform its obligations in accordance with high ethical standards and in a workmanlike manner and professional diligence, skill and care. Supplier shall have the right to enter into a Contract and shall obtain and maintain all public permits necessary to deliver the Scope of Supply and shall upon Purchaser's request produce Documentation showing that the necessary permits have been obtained. Supplier shall ensure that the Scope of Supply and any part of it complies with a Contract, as well as with applicable laws, regulations and industry standards.
- 3.3 Both Parties act in their own name and on their own behalf. Neither Party has the right to enter into any agreements or other commitments on behalf of the other Party.
- 3.4 The Contract shall not create a) any exclusive rights for Supplier; or b) any obligation to place or accept Purchase Orders. Any communications, written or oral, including estimates or forecasts that Purchaser may provide are non-binding and any measures undertaken based thereon are at Supplier's sole risk.

**4 CONTRACTUAL DOCUMENTS**

- 4.1 In the event of any discrepancy and/or conflict between the contractual documents the following order of priority shall apply: (a) the Contract document; (b) these Terms; (c) all other appendices to the Contract. In the event of any discrepancy between any of the other Appendices, the Appendix with a lower number shall prevail.
- 4.2 The Contract, including these Terms (as amended, if applicable) and other appendices constitute the entire agreement between the Parties with respect to the subject matter hereof.

**5 PERSONNEL**

- 5.1 Supplier shall assign personnel of appropriate qualification and experience to perform its obligations under the Contract.
- 5.2 Supplier agrees to use all reasonable efforts to avoid any changes regarding the Key Persons. If a Key Person ceases to be available to perform Supplier's obligations under the Contract, Supplier shall promptly notify Purchaser thereof and replace such individual with another person of at least equal competence. Supplier shall bear all additional costs incurred as a consequence of any replacement.
- 5.3 Purchaser shall have the right to require, when so deemed necessary by the Purchaser, that all employees of Supplier and its Subcontractors who take part in the delivery of the Services, undergo security clearance in accordance with the applicable legislation. Supplier must, at the request of Purchaser, submit, and ensure that its Subcontractors provide all necessary information for security clearance purposes at Purchaser's request. Supplier shall immediately replace, and ensure that its Subcontractors replace, such employees providing the Services which are not approved in the security clearance process. Each Party shall carry its own costs related to the security clearance process.

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**6 SUBCONTRACTORS AND THIRD PARTIES**

- 6.1 Supplier shall not have the right to subcontract, in whole or in part, its obligations under the Contract without a prior written consent of Purchaser. Each Party shall be liable for the work of its sub-contractor as for its own.
- 6.2 Purchaser is entitled, at any time, to reject or request change of a sub-contractor for any justified reason. Supplier undertakes in such cases to provide a suitable substitute at Supplier's cost and risk and without delay.
- 6.3 Supplier's agreement with subcontractors shall be consistent with the Contract. Supplier shall ensure that its subcontractors comply with such agreements.

**7 ORDERING**

- 7.1 Purchaser may order items within the Scope of Supply by placing Purchase Orders in writing to Supplier or using other procedures agreed by the Parties. Upon written acceptance of the Purchase Order by Supplier, the order shall thereafter be a binding obligation upon Supplier to provide and upon Purchaser to receive and pay for the Scope of Supply as detailed and further described in the Contract. Supplier shall either accept or reject the Purchase Order promptly after the receipt thereof and at the latest within seven days.

**8 AUDITING**

- 8.1 Purchaser is entitled at any time to audit Supplier's performance to verify Supplier's compliance with the Contract. Audit may be conducted at the premises of Supplier provided that Purchaser gives Supplier a reasonable notice. Supplier shall provide Purchaser with all information, tools and assistance necessary for such audit. Audit shall be conducted at Purchaser's expense, unless the audit reveals material deviations from Supplier's contractual obligations, in which case the reasonable costs of the audit shall be borne by Supplier.

**9 DELIVERY**

- 9.1 The time of delivery is agreed in the Contract. If such delivery dates have not been agreed, Supplier shall deliver and perform the Scope of Supply within a reasonable time according to normal business practice.
- 9.2 Unless otherwise agreed, an item within the Scope of Supply is deemed delivered, when Accepted by Purchaser in accordance with Section 11. The agreed Time Schedule is binding. Neither early nor partial deliveries are allowed, unless separately accepted by Purchaser in writing in advance of the delivery.
- 9.3 The delivery comprises the Scope of Supply, including without extra charge for Purchaser, all Documentation necessary for the use, installation, support and maintenance of the Scope of Supply.
- 9.4 Unless otherwise provided in the Contract, Supplier shall provide the Documentation in the languages required for regulatory reasons and in the English language. Any additional language versions shall be supplied by Supplier if so reasonably requested by Purchaser.
- 9.5 Unless otherwise agreed in writing, the terms of delivery for the Scope of Supply shall be DDP to Purchaser locations specified in the Contract (or, if the destination is not specified in there, to a place Purchaser has informed), Incoterms 2020. Notwithstanding anything else to the contrary in these Terms, title and risk of loss shall pass to Purchaser upon Purchaser's receipt of the Scope of Supply in accordance with the term of delivery as set forth above.
- 9.6 The Supplier shall be solely responsible for complying with all requirements related to the EU Carbon Border Adjustment Mechanism (CBAM) reporting for the products imported to the European Union. The Supplier agrees to provide all necessary information, documentation, and reports required for CBAM compliance. The Supplier shall bear all costs, liabilities, and responsibilities associated with CBAM reporting, including but not limited to, any fees, assessments, or penalties arising from non-compliance with CBAM regulations. The Supplier shall ensure that all relevant data and documentation required for CBAM reporting are accurate, complete, and submitted within the specified timelines as per the CBAM regulations. The Purchaser shall reasonably assist the Supplier, upon request, in providing information or documentation necessary for CBAM reporting. Any changes in CBAM regulations or requirements shall be promptly communicated by the Supplier to the Purchaser, and both parties shall work collaboratively to ensure continued compliance. The obligations related to CBAM reporting shall survive the termination or expiration of this agreement.

**10 CHANGES**

- 10.1 All changes and/or additions to the Scope of Supply, including related specifications and possible effects on the Time Schedule, the Total Contract Price and other terms and conditions set forth in the Contract, must be agreed in writing in order to be valid. Mere informing a Party of the status of a Scope of Supply, e.g. regarding delays, shall not be treated as a change.
- 10.2 Upon Purchaser's written request, Supplier shall implement minor changes to the Scope of Supply without additional cost to Purchaser, provided however that such changes do not materially affect the amount of work, or the Time Schedule.
- 10.3 Supplier shall also, without additional cost to Purchaser and within the agreed Time Schedule, implement changes that are necessary for the Scope of Supply to comply with the Contract or with applicable legislative or regulatory requirements.
- 10.4 Notwithstanding Section 10.1, Purchaser may at any time and without cause cancel, reschedule or change any ordered deliveries with immediate effect by written notification to Supplier. Following cancellation, Purchaser shall only pay for (i) delivered or performed Scope of Supply; and (ii) documented and necessary expenses incurred as a direct result of the cancellation or change.
- 10.5 Notwithstanding the above in this Section 10, Purchaser shall have the right to cancel, change or reschedule any deliveries under the Contract, without any cost or liability, until 14 days before the scheduled delivery.

**11 ACCEPTANCE**

- 11.1 Supplier shall test the Scope of Supply for any Errors before delivery. The Scope of Supply is Accepted only if and when Purchaser provides Supplier with a written Acceptance ("Acceptance"). Acceptance is conditional if so indicated.
- 11.2 Upon rejection Supplier shall promptly take necessary actions to provide Purchaser with the acceptable Scope of Supply. The Acceptance procedure shall be repeated until Scope of Supply have been Accepted.
- 11.3 Purchaser may decide, at its sole discretion, to accept Scope of Supply with minor Errors that do not materially interfere with the proper operation or efficient use of the Scope of Supply. Supplier shall correct also such minor Errors at Supplier's cost and within a reasonable time specified by Purchaser and without undue delay. Purchaser is entitled to withhold a reasonable part of the price until all Errors are corrected.

**12 DELAY**

- 12.1 If Supplier finds that a delay will occur or is likely to occur, Supplier shall without delay inform Purchaser in writing of the delay, reasons for it and of the effects of the delay on the Contract.
- 12.2 Supplier shall notify Purchaser in writing, without undue delay, of any error or inaccuracy it detects in the instructions or orders given by Purchaser that may endanger the proper fulfilment of the Contract. If such notification is not made without undue delay Supplier loses its right to later claim extension of the Time Schedule.
- 12.3 In the event of delay of whole or part of the delivery of the Scope of Supply, including but not limited to a delay in the provision of Documentation, information or other documents necessary for the use of the Deliverable, Supplier shall pay liquidated damages to Purchaser. The liquidated damages shall be payable at the rate of 0.14 per cent of the Total Contract Price attributable to delayed deliveries and deliveries that cannot be taken into use due to the delay, for each commenced day of delay up to 20 per cent of the Total Contract Price. Purchaser may deduct the liquidated damages from any invoice(s). Liquidated damages shall be the sole and exclusive remedy available to Purchaser as regards delay under the Contract, except for as provided under Section 23 (Term and Termination).

**13 WARRANTIES**

- 13.1 The agreed warranty in these Terms is in addition to the other rights and remedies Purchaser has under the Contract.
- 13.2 Supplier warrants that any Services are free from Errors. The warranty period for the Services is 12 months from the final Acceptance.
- 13.3 Supplier warrants that any Products
  - a) are free from any defects in design, materials or workmanship; and
  - b) are newly produced, in working order, conform with the samples

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and Documentation provided to Purchaser.

The warranty period for the Products is 24 months from the final Acceptance. Replaced or repaired parts have a warranty period of 24 months after repaired or replacement part is Accepted by Purchaser.

- 13.4 Supplier shall within a time set by Purchaser and without any cost to Purchaser promptly correct or otherwise remedy any Errors and failures to conform to the warranties. Defective or otherwise non-conforming Scope of Supply shall be, at the sole discretion of Purchaser, repaired, replaced, or refunded by Supplier. Supplier shall be responsible for all costs related, including but not limited to costs incurred due to inspection, installation, dismantling, transportation and labour.
- 13.5 If Supplier fails to provide the remedy in accordance with this Section 13 (Warranties) or if Purchaser may incur substantial damages if the non-conformance is not remedied immediately, Purchaser shall have the right to remedy the non-conformance or have it remedied at Supplier's risk and cost. Purchaser is entitled to compensation for damages incurred.
- 13.6 The Parties may have agreed specific warranties for certain parts of the Scope of Supply in the Contract or its Appendices or otherwise in writing, and specific warranties may also otherwise apply to certain parts of the Scope of Supply. Such specific warranty terms are applied in addition to these warranty terms and, in case of a conflict to the benefit of Purchaser, shall prevail over these terms.
- 13.7 Supplier shall provide Purchaser with updated Documentation and Deliverables due to the Error corrections free of charge
- 13.8 Supplier warrants the supply of the necessary spare parts or compatible parts and repair and maintenance Services for the Scope of Supply for at least eight years from the Acceptance or as long as any Product is in operational use. Such spare parts shall be supplied at reasonable prices and within reasonable delivery times and on other reasonable conditions.

**14 PRICES, INVOICING AND TERMS OF PAYMENT**

- 14.1 Supplier's prices are set out in the Contract and shall be fixed for the term of the Contract, unless otherwise agreed.
- 14.2 The Total Contract Price shall be fully inclusive of all associated costs and expenses necessary for the full performance and administration of all Supplier's obligations under the Contract, including delivery costs. In addition, except as otherwise expressly indicated in the Contract, the prices include all rights and licenses necessary for Purchaser to use the Scope of Supply as intended. Supplier may not charge any additional amounts (such as, without limitation, over time compensation, travel time or travel costs) unless otherwise agreed in writing.
- 14.3 The prices specified in the Contract shall include all public and social security charges, duties, levies and taxes determined by the applicable law and authorities and effective on the Effective Date, excluding value added tax. Value added tax shall be clearly marked on each invoice and added to the prices in accordance with the then current regulations.
- 14.4 Unless otherwise agreed in writing or specified in the Contract, Supplier shall invoice for the Scope of Supply monthly in arrears after Acceptance, including in the case of projects to be billed on an hourly basis an itemisation of the working hours and expenses accepted by Purchaser in the invoice as an enclosure.
- 14.5 Supplier shall send electronic invoices in accordance with the Contract. The terms of payment are 60 days from the date of receipt of the invoice. Supplier shall only be entitled to invoice for Scope of Supply delivered to and Accepted by Purchaser in accordance with Section 11. Reference to the Purchase Order shall be made in each invoice. If the invoice is incomplete, the invoice will be returned to the Supplier and the Purchaser is only obligated to make the payment after the invoice has been completed.
- 14.6 Purchaser shall make all payments in the local currency of the contracting Purchaser Affiliated Company. Interest on overdue payments without justified cause shall be two per cent per annum above the 12 months EURIBOR.

**15 INTELLECTUAL PROPERTY RIGHTS**

- 15.1 The Pre-Existing Intellectual Property shall remain vested in the Party owning it. If Supplier includes Pre-Existing Intellectual Property in the Scope of Supply, Purchaser shall be informed in writing and such Pre-Existing Intellectual Property shall form part of the license given in accordance with Section 15.3

- 15.2 All right, title and interest in and to all Intellectual Property Rights in or related to the Scope of Supply, including without limitation Documentation, to the extent customized for Purchaser shall, from the moment of creation, vest and be the sole and exclusive property of Purchaser worldwide and in perpetuity (including but not limited to, the right to further modify, prepare derivative works and assign). Supplier shall assign and cause its personnel and subcontractors to assign any and all such rights to Purchaser and give assistance as may be necessary to perfect Purchaser's rights thereto. Supplier shall not have any rights or licenses to the Scope of Supply, to the extent customized for Purchaser, except for the sole purpose of fulfilling Supplier's obligations under the Contract.
- 15.3 Supplier grants Purchaser a royalty-free, fully paid up, non-exclusive, perpetual, worldwide, irrevocable, transferable and sub-licensable right and license. The right and license shall entitle Purchaser to freely exploit (including without limitation the rights to modify, use, copy, distribute, disclose and prepare derivative works) Intellectual Property Rights, including any Pre-Existing IPR, to the extent included in the Scope of Supply, including without limitation Documentation, or to the extent necessary for retendering purposes or in order to use the Scope of Supply as intended and/or to transition to another supplier.
- 15.4 If the Scope of Supply contains Supplier's or third party's standard software or other material (including without limitation Open Source Software), such software and material shall be specified in writing in the Contract together with applicable license terms and conditions.

**16 INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS**

- 16.1 Supplier shall defend, indemnify and hold harmless Purchaser against and from any and all Consequences incurred by Purchaser and its personnel and directors as a result of Claims arising from infringement of Intellectual Property Rights which is attributable to Supplier's performance of its obligations under the Contract, or to the Scope of Supply or the use thereof.
- 16.2 Each Party shall without undue delay inform the other Party of any Claims referred to in this Section 16, which it has received and agree to mitigate the possible damages as far as reasonably possible. Supplier agrees to defend at Supplier's risk and expense such Claims with counsel acceptable to Purchaser, at Purchaser's prior written request for such defense. Purchaser agrees to co-operate and assist to reasonable extent in the defense at Supplier's expense. However, Purchaser has the right to select its own counsel to independently participate in any such defense at Purchaser's expense; and Purchaser may take all necessary steps, at the expense of Supplier, to defend itself unless Supplier, to the reasonable satisfaction of Purchaser, assigns a reputable counsel and carries out the defense in a professional manner.

**17 DATA PROTECTION AND DATA SECURITY**

- 17.1 Supplier shall comply with all applicable laws and regulations as well as with the Contract, including any appended Data Processing Agreement, when processing personal data under the Contract. If the Parties have not concluded a Data Processing Agreement (either separately or by attaching such agreement as an integral part of the Contract), Supplier is not allowed to process any personal data of Purchaser or on behalf of Purchaser.
- 17.2 Supplier shall take appropriate precautions to a) prevent loss and alteration of any data or programs, b) to prevent improper access to Purchaser's information and communications technology (ICT) environment or confidential information and c) prevent introduction of viruses, worms, spyware or the like malware to Purchaser's ICT environment. Supplier shall comply with Purchaser's information security requirements.

**18 EXPORT CONTROL AND SANCTIONS**

- 18.1 The Parties shall comply with all applicable laws and regulations regarding export control, export restrictions, embargoes and economic sanctions (together "Sanctions"). Supplier warrants that the Scope of Supply can be provided in accordance with this Contract without breaching any Sanctions. Supplier warrants that during the term of this Contract and as long as Supplier has any obligations under this Contract thereafter, neither the Supplier or its Affiliated Companies, or any director or corporate officer of any of the foregoing entities, shall be the subject of any Sanctions, including, without limitation, any Sanctions issued by the United Nations, United States, United Kingdom or European Union. Supplier shall immediately notify the Purchaser if any of these circumstances change.

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18.2 Supplier agrees to inform Purchaser about the country of origin of the Products and any export or re-export restrictions and regulations and about the export control classification numbers (ECCN) relating to the Products.

**19 ENVIRONMENT, HEALTH AND SAFETY**

19.1 Supplier shall comply with Purchaser's General EHS requirements and Purchaser's local EHS requirements and with obligations otherwise relating to environment, health and safety as set out in the Contract.

19.2 Supplier shall comply with all relevant environmental, health and safety laws, regulations and authorities' decisions, as well as all applicable employment laws, regulations and practices in the country of the Site or where Supplier performs its obligations under the Contract in respect of its own personnel and its sub-contractors' personnel.

19.3 Supplier shall be solely responsible for the safety of Supplier's and its sub-contractors' personnel. Supplier shall at all times take any precautionary measures to maintain the health and safety of its personnel and comply with all instructions required or given by Purchaser.

**20 COMPLIANCE**

20.1 Supplier shall at all times comply with Purchaser's Supplier Code of Conduct and ensure that all Supplier's concerned personnel and sub-contractors and their concerned personnel are familiar with and comply with the principles of Purchaser's Supplier Code of Conduct.

20.2 Supplier shall inform Purchaser as soon as legally possible on any non-compliance with Purchaser's Supplier Code of conduct or this Section 20 (Compliance).

20.3 Supplier shall have policies and procedures in place to ensure compliance with the principles of Purchaser's Supplier Code of Conduct by Supplier, its sub-contractors and the group of companies they belong to.

**21 CONFIDENTIALITY**

21.1 Each Party shall keep in confidence all material and information received from the other Party and marked as confidential or which should be understood to be confidential. A Party shall have the right to: (a) use the said material and information only for the purposes set forth in the Contract; (b) copy the said material and information only to the extent necessary for the purposes of the Contract; and (c) disclose the said material and information only to those of its employees who need to know the said material and information for the purposes set forth in the Contract. Purchaser may further disclose confidential material and information to its Affiliated Companies, suppliers and subcontractors, provided that they agree to be bound by written confidentiality obligations not less restrictive than those provided for herein.

21.2 The confidentiality obligation shall, however, not be applied to any material or information which: (a) is generally available or otherwise public; (b) a Party or its Affiliated Company has rightfully received from a third party without any obligation of confidentiality; (c) was in the possession, as proven by the written records, of the receiving Party or its Affiliated Company prior to receipt of the same from the other Party without any obligation of confidentiality related thereto; (d) a Party or its Affiliated Company has developed independently without using material or information received from the other Party as proven by written records; or (e) a Party or its Affiliated Company shall disclose pursuant to a law, degree or other order issued by the authorities or judicial order.

21.3 Each Party shall cease using confidential material and information received from the other Party promptly upon termination of the Contract or when the Party no longer needs the material or information in question for the purpose stated in the Contract and, unless the Parties separately agree on the destruction of such material, return the material in question (including all copies thereof). Each Party shall, however, be entitled to retain copies required by law or regulations. The rights and obligations under this Section 21 (Confidentiality) shall survive the expiry, termination or cancellation of the Contract for a period of three years, or if the material or information is disclosed after the Effective Date, for a period of three years from the disclosure.

**22 FORCE MAJEURE**

22.1 Neither Party shall be liable for delays and damage caused by an impediment beyond the reasonable control of a Party, which it could not have taken into account at the time of the conclusion of the Contract or the relevant Purchase Order (as the case may be), and the consequences of which are preventing the Party from fulfilling its obligations under

the Contract and that could not reasonably have been avoided or overcome by the Party. A Party shall notify the other Party in writing without delay of a force majeure event and of the termination thereof.

22.2 The Party invoking a force majeure event shall take reasonable steps to limit or minimise the consequences of the event. The Parties shall use their best efforts despite the force majeure event to complete the Contract according to the Time Schedule. Such efforts may involve rescheduling or acceleration of delivery or other steps to expedite progress in order to achieve the delivery according to the Time Schedule. In addition, the Supplier shall endeavour to continue to perform its obligations as far as reasonably practicable. The Supplier shall prevent delays and minimise additional costs or any other consequences to Purchaser.

**23 TERM AND TERMINATION**

23.1 The Contract shall become effective when duly signed by both Parties (the "Effective Date"). The Contract shall remain in force until the Parties have completed their obligations thereunder, unless terminated earlier in accordance with the Contract (including these Terms).

23.2 However, notwithstanding anything to the contrary in the Contract or otherwise, Purchaser shall have the right, without incurring any liability, to terminate the Contract and any or all Purchase Orders thereunder in whole or in part, at any time for convenience by giving Supplier at least three months' written notice.

23.3 Each Party may immediately terminate the Contract and any or all Purchase Orders thereunder, in whole or in part, by giving written notice to the other Party, if:

- a) the other Party has committed a material breach of any terms and conditions of the Contract and does not remedy the breach within 30 days of written notice thereof; or
- b) the fulfilment of the Contract is or is likely to be delayed for more than three months due to force majeure; or
- c) the other Party is permanently unable to perform its contractual obligations, declared bankrupt, is put into liquidation, or otherwise is unable to pay its debts or entered into compulsory or voluntary liquidation payments.

23.4 Purchaser may immediately terminate this Contract and any or all Purchase Orders thereunder, in whole or in part, by giving written notice to Supplier if:

- a) the performance or delivery of any of Products, Services or Deliverables is delayed or if it is evident that it will be delayed by more than 30 days due to a reason attributable to Supplier; or
- b) the criteria for Purchaser's right to terminate set forth in the Contract (e.g. Appendices concluded hereunder) have been met; or
- c) Supplier commits a material breach relating to Section 13 (Warranties); or Section 19 (Environment, Health and Safety); or Section 20 (Compliance); or
- d) Supplier commits a breach of Section 17 (Data Protection and Data Security) or Section 18 (Export Control and Sanctions); or
- e) there is a significant change in the ownership, control or management of Supplier. An ownership change is considered significant if the control based on the ownership of 50 per cent or more of the shares is transferred. Supplier shall notify Purchaser of any changes in its ownership or control without delay; or
- f) the Supplier or its Affiliated Companies, or any director or corporate officer of any of the foregoing entities or any other person or entity associated with the provision of the Scope of Supply would become subject to Sanctions, including, but not limited to, Sanctions issued by the United Nations, United States or European Union, during the term of this Contract.

If Purchaser terminates the Contract or Purchase Orders thereunder, in accordance with Section 23.4 Purchaser shall, at its discretion, have the right to (i) return at Supplier's expense or reject the Products and Deliverables pertaining to the terminated part of the Contract with no further payment obligations and against a full refund from Supplier of all amounts paid by Purchaser attributable to such returned or rejected Products or Deliverables; or (ii) retain the Products and Deliverables provided by Supplier.

The above right is without prejudice to Purchaser's other rights and remedies under the Contract.

23.5 If Purchaser terminates the Contract or a Purchase Order under Section 23.2, Supplier shall, as the sole and exclusive remedy, be entitled to the agreed price for such part of the Scope of Supply delivered prior to the effective date of termination. If Purchaser has made payments for the

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Scope of Supply not finally Accepted by Purchaser, Supplier shall refund Purchaser accordingly.

- 23.6 Supplier shall, upon request of Purchaser, upon cancellation, expiration or termination of the Contract assist Purchaser in transferring the performance or delivery of the Scope of Supply or part thereof to either Purchaser or to another supplier without any significant inconvenience to the business operations of Purchaser.
- 23.7 Except as otherwise expressly stipulated, the rights and licenses granted to Purchaser under the Contract shall survive the termination.
- 23.8 The terms of the Contract that should due to their nature survive termination, expiry and cancellation of the Contract are including, without limitation, Sections: 15 (Intellectual Property Rights), 17 (Data Protection and Data Security), 21 (Confidentiality), 24 (Limitation of Liability) and 27 (Applicable Law; Settlement of Disputes).

## **24 LIMITATION OF LIABILITY**

- 24.1 The aggregate total liability of a Party towards the other Party under the Contract shall not exceed the Total Contract Price.

Loss of or damages to Purchaser's property which are caused by Supplier's failure to perform its obligations under this Contract shall be covered by the limitation of liability provided in this Section 24.1. This limitation shall not apply, if and to the extent Supplier has taken out insurance cover for the claimed property loss or damages and the amount paid out under such insurance is higher.

- 24.2 Neither Party shall be liable for any indirect or consequential damage.

- 24.3 The limitations of liability in this Section 24.1 and 24.2 shall not apply to:

- a) damages caused by wilful misconduct or gross negligence; or
- b) breach of confidentiality obligations; or
- c) damages for injury, sickness, decease and/or death and 3rd party property damage; or
- d) breaches of any applicable laws and regulations relating to (i) anti bribery, (ii) anti-corruption, (iii) anti-money laundering, (iv) child labour and (v) forced labour; or
- e) Supplier's obligations under the following Sections:
  - i. Section 16 (Infringement of Intellectual Property Rights), or
  - ii. Section 17 (Data Protection and Data Security)

## **25 INSURANCE**

- 25.1 Supplier shall procure and maintain at its own expense with financially sound and reputable insurers, insurance of such types and amounts reasonably adequate (including but not limited to liability insurance) considering Supplier's business operations and the nature of the Scope of Supply. Supplier's subcontractors must be co-insured under Supplier's insurance coverage.
- 25.2 Upon Purchaser's request, Supplier shall provide insurance certificates of the procured insurances.

## **26 ASSIGNMENT; NO REFERENCING**

- 26.1 Neither Party shall have the right to assign this Contract or any of its rights or obligations hereunder to any third party without the prior written consent of the other Party. Notwithstanding the above-stated, Purchaser shall always be entitled to assign the Contract or its rights and obligations thereunder to its Affiliated Company or to a third party to which the business subject to the Contract is sold or transferred upon written notice to Supplier.
- 26.2 **No referencing;** Supplier shall not have the right to use Purchaser as a reference or use any names, tradenames, trademarks, logos or other Purchaser identification without Purchaser's prior written consent.

## **27 APPLICABLE LAW; SETTLEMENT OF DISPUTES**

- 27.1 The Contract and all matters arising out of or in connection with this Contract shall be construed and governed exclusively in accordance with the laws of Finland without regard to its choice of law provisions. The application of the United Nations Convention on Agreements for the International Sale of Goods (CISG) is excluded.
- 27.2 Any dispute, controversy or claim arising out of or in connection with this Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitration tribunal shall consist of one arbitrator. The arbitration shall take place in Helsinki, Finland. The arbitration shall be conducted and the arbitration award shall be given in the English language, but evidence may be submitted also

in Finnish and/or Swedish and witnesses heard in any of the said languages.

- 27.3 Any dispute, controversy or claim arising out of or in connection with the Contract including without limitation existence or potential existence of proceedings, actual proceedings, any oral statements made, documents and data submitted, as well as the final award shall be deemed to be confidential information as specified herein.