

## General Terms and Conditions of Purchase

1. **APPLICATION.** Except to the extent otherwise agreed in writing, these general terms and conditions of purchase ("**General Terms**") shall apply to all purchases of products ("**Products**") and services ("**Services**") by Suominen Corporation or its Affiliate from Seller. No modification, addition or amendment to these General Terms shall be valid, unless accepted in writing by Suominen. These General Terms shall supersede and exclude any other terms and conditions, which may be cited or referred to in any quotation, confirmation, delivery order, invoice or any other document issued by Seller in connection with the order, and in selling Products and/or Services to Suominen Seller shall be deemed to have fully accepted these General Terms. A valid written purchase agreement for the Products and/or Services between the Parties shall however prevail over these General Terms.

2. **DEFINITIONS.** For the purposes of these General Terms, the following definitions shall apply:

- (i) "**Affiliate**" shall mean any company that is directly or indirectly controlled by Suominen Corporation. Control means the power to direct management and policies through ownership, voting trusts, contract or otherwise.
- (ii) "**Parties**" shall mean collectively Suominen and Seller and "**Party**" shall mean Suominen or Seller, as the context indicates.
- (iii) "**Seller**" shall mean the supplier of the Products and/or Services.
- (iv) "**Suominen**" shall mean the company that purchases the Products and/or Services from Seller.

3. **ORDERING AND CHANGES.** Suominen shall order Products and/or Services by written purchase order specifying the quantity, prices, delivery date(s) and specifications for the Products and/or Services ("**Purchase Order**"). The Purchase Order shall be deemed accepted unless rejected in writing by Seller within three (3) working days from receipt of the Purchase Order. Suominen shall have the right, with reasonable advance notice at any time prior to the date of delivery, to make changes to the packing, testing, destination, specifications, designs, quantity and delivery schedule of the Products and/or Services. Seller shall promptly notify Suominen when such changes affect the price or other terms of delivery, and in such event the Purchase Order shall be deemed modified only if the changes are approved in writing by both Parties. All claims by Seller for adjustment of price or other terms of delivery shall be waived unless made in writing within ten (10) working days from the date of notification of the change by Suominen.

4. **PACKING, LABELING AND SHIPMENT.** Seller shall be responsible for (i) proper, sufficient and adequate packing, protection and marking of the Products in accordance with the Purchase Order and taking into account the nature of the Products, the agreed means of transportation, and reasonable requests by Suominen; (ii) ensuring that its personnel and carriers observe all applicable safety and other instructions when loading, delivering and unloading the Products including, but not limited to, any special instructions specified in the Purchase Order or otherwise given by Suominen; and (iii) complying with all applicable laws, regulations and industry standards concerning the handling, packing, packaging, marking and shipment of the Products.

5. **DELIVERY.** Time is of the essence. Seller shall deliver the Products and/or Services in quantities and by the date(s) and otherwise in the manner specified in the Purchase Order or otherwise agreed between the Parties. If not specified in the Purchase Order, the Products shall be delivered DDP Suominen's premises (Incoterms 2020). Suominen shall have the right to reject any partial deliveries and deliveries made in advance or in excess of the quantities specified in the Purchase Order, and any such rejected Products shall be returned to Seller at Seller's risk and expense. Any Services supplied under these General Terms shall be provided with a high degree of professional skill, care and diligence and Seller shall reserve sufficient resources with appropriate competences to ensure fulfillment of the agreed service levels, or where no service levels have been agreed a level of service that can be reasonably expected from a professional and experienced service provider.

6. **DELAY.** If Seller becomes aware of any circumstances that may cause delay in supply of the Products and/or Services, Seller shall immediately inform Suominen and take measures to remove or mitigate the threat of delay. Except where the delay is due to Force Majeure (as defined in Section 19) or negligence of Suominen, Suominen shall upon notice of delay have the right to demand from Seller immediate and expedient delivery of the delayed Products and/or Services at Seller's sole cost and expense. If Seller fails to deliver the delayed Products and/or Services within a reasonable time period specified by Suominen, Suominen shall have the right to (i) terminate the Purchase Order, in whole or in part, without incurring any liability towards Seller; and/or (ii) obtain substitute Products and/or Services from other suppliers, and any difference in the price paid by Suominen for the substitute Products and/or Services and any other additional costs and expenses related thereto shall be payable by Seller. If Seller is able to deliver the Products from one or more alternate locations in order to meet the quantity and delivery times specified in the Purchase Order, Seller shall upon prior written consent of Suominen deliver the Products to Suominen from such other locations at no additional cost to Suominen.

7. **PRICING AND PAYMENT.** Prices shall be as stated in the Purchase Order and shall not be subject to escalation. The prices shall include all charges including, without limitation, for packing, transportation and insurance, except where otherwise expressly stated in the Purchase Order. Suominen shall pay all properly invoiced amounts within the time period specified in the Purchase Order upon receipt of the invoice, except for any amounts disputed by Suominen in good faith. Seller shall continue performing its obligations under the Purchase Order notwithstanding any such dispute. Suominen shall pay interest on any overdue amounts, except for any amounts disputed in good faith, at the statutory interest rate in accordance with applicable law. Any payments by Suominen under the Purchase Order shall be made to a bank account designated and owned by Seller at an internationally renowned bank or equivalent financial institution. Should Seller wish to receive payments to any other account, such request shall be made in writing to Suominen, and the payment arrangement shall be verbally confirmed and approved in advance by Suominen. Without prejudice to any other right or remedy it may have, Suominen reserves the right to set off at any time any amount due or to become due to Suominen by Seller against any amount payable by Suominen to Seller.

8. **MOST FAVORED CUSTOMER.** Seller represents and warrants that the price of the Products and/or Services is the lowest price

charged by Seller from any of its customers for similar Products and/or Services in similar quantities and otherwise under similar or substantially similar circumstances. Should Seller charge any other customer a lower price, it shall notify Suominen thereof and apply the same or lower price to the Products and/or Services purchased by Suominen. If Seller fails to meet the lower price, Suominen may, without incurring any liability towards Seller, terminate the Purchase Order upon notice to Seller.

9. **TITLE AND OWNERSHIP.** Title to the Products shall pass to Suominen upon receipt of the Products by Suominen.

10. **SPECIFICATIONS.** The Products and/or Services shall strictly conform to the specifications set forth in the Purchase Order ("**Specifications**"). Any amendment to the Specifications requires prior written consent of Suominen. Any change in raw materials, composition, formulation or make-up of any Products or any other change that may affect the quality, fitness or function of a Product, or change in the place of manufacturing of the Products requires prior written consent of Suominen.

11. **QUALITY, INSPECTIONS AND ACCEPTANCE.** Seller agrees to measure and maintain records of the outgoing quality level of Products to ensure that the Products meet the Specifications, warranties and agreed quality. Seller, prior to shipment, further agrees to (i) continuously inspect and supervise the quality of raw materials and substances used to ensure consistent high quality of the Products; (ii) notify Suominen immediately of any relevant quality related issues, and where applicable hold any shipment subject to actual or suspected deviation in quality until confirmation has been received from Suominen; and (iii) immediately use its best efforts to correct any deviations in quality. Seller shall for each delivered lot submit to Suominen certificates of analysis for the Products and any other documentation relating to the Products as specified in the Purchase Order or otherwise agreed between the Parties or reasonably requested by Suominen. Suominen shall have the right at any time during the manufacturing process and upon delivery to inspect the Products and Seller shall upon reasonable prior written request provide Suominen access to its facilities to inspect and test the Products and to otherwise ensure Seller's compliance with these General Terms. Services including any results developed or implemented in connection with the Services ("**Service Results**") shall be subject to Suominen's acceptance prior to invoicing. Any inspection, testing or acceptance of the Products and/or Services including any Service Results by or on behalf of Suominen shall not reduce or otherwise impact Seller's obligations under these General Terms, and any payment for the Products and/or Services shall not constitute acceptance thereof.

12. **WARRANTIES.** Seller represents and warrants that the Products: (i) are free and clear of all liens, interests, charges and encumbrances; (ii) are new and free from any defects in workmanship, material and design; (iii) strictly conform to the Specifications, any designs and samples and other requirements specified in the Purchase Order or otherwise agreed between the Parties; (iv) conform with all applicable laws, regulations and generally accepted industry standards and best practices; (v) are of merchantable and good commercial quality and free from all contaminants and other alien substances; (vi) are safe and fit for the purpose for which they are intended, to the extent known to Seller; and (vii) do not infringe or misappropriate any third party's patent or other intellectual property rights. Seller represents and warrants that the Services including any Service Results: (i) are free from any defects or failures; (ii) strictly conform to the

Specifications and other requirements specified in the Purchase Order or otherwise agreed between the Parties; (iii) conform with all applicable laws, regulations and generally accepted industry standards and best practices; and (iv) are fit for the purpose for which they are intended, to the extent known to Seller. Unless otherwise agreed in writing, the warranty period shall be minimum eighteen (18) months from the delivery of Products or acceptance of Services. Any repaired, replaced or corrected Products or Services including parts thereof will be subject to a new warranty equal to the original warranty.

If during the warranty period Suominen discovers that any of the Products and/or Services including any Service Results are defective or do not conform with the Specifications or other warranties and representations provided herein, Suominen may, in addition to any other rights it may have, at its election (i) accept the Products and/or Services including any Service Results at a reasonably reduced price; (ii) reject the Products and/or Services including any Service Results and require full and prompt refund of any payments already made to Seller; or (iii) reject the Products and/or Services including any Service Results and require prompt (a) replacement of the rejected Products; and/or (b) correction or reperformance of the rejected Services including any Service Results. Any rejected Products shall be returned to Seller at Seller's risk and expense. Seller shall be liable for all losses, costs and expenses including, but not limited to, raw material costs and costs for clean-up and lost machine time, incurred by Suominen as a result of the defective or non-conforming Products. In the event that Suominen requires Seller to repair, replace or correct the non-conforming Products and/or Services and Seller fails to do so within a reasonable time period specified by Suominen, Suominen shall have the right to obtain substitute Products and/or Services from other suppliers, and any difference in the price paid by Suominen for the substitute Products and/or Services and any other additional costs and expenses related thereto shall be payable by Seller. These warranties are cumulative and in addition to any other warranties, express or implied, provided by law or equity, and any attempt by Seller to limit, disclaim, or restrict any such warranties or remedies of Suominen shall be null, void and ineffective without Suominen's written consent.

13. **SUBCONTRACTING.** Seller shall not use subcontractors for supply of the Products or Services without prior written consent of Suominen. Notwithstanding any consent by Suominen, Seller shall be fully responsible and liable for the performance of its subcontractors as for its own.

14. **INDEMNITY.** Seller will defend, indemnify and hold harmless Suominen, its Affiliates, successors and assigns and their respective directors, officers, shareholders, employees and agents and Suominen's customers (collectively, "**Indemnitees**") from any and all loss, injury, death, damage, claim, judgment, penalty, cost and expense and any other liability, including reasonable attorney and professional fees, cost of enforcing any right to indemnification hereunder and cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or in connection with (i) the Products and/or Services, including any infringement or alleged infringement, or misappropriation of any intellectual property; (ii) Seller's negligence or willful misconduct; or (iii) Seller's breach of these General Terms, including breach of the warranties in Section 12. Seller shall not enter into any settlement without Suominen's or Indemnitee's prior written consent.

15. **INSURANCE.** Seller shall maintain in full force and effect, at its expense, adequate insurances with reputable and financially

secure insurance companies including, but not limited to, product liability insurance and general liability insurance, and in any case such insurance coverage as may be expected from a diligent and professional company within Seller's industry. Seller shall upon request provide Suominen with a certificate of insurance or similar documentation evidencing the same. The foregoing insurance requirements do not limit Seller's liability under these General Terms.

16. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS. Seller shall comply with all applicable international and national laws, rules, regulations and orders including, without limitation, those pertaining to trade sanctions and export control, anti-corruption, competition and the environment. Seller further agrees to comply with the requirements of Suominen's Supplier Code of Conduct available on Suominen website ([www.suominen.fi](http://www.suominen.fi)). When performing Services or any work at Suominen's premises, Seller shall, and shall cause its personnel and subcontractors to, comply with Suominen's health, safety and security instructions and other directions communicated by Suominen. Seller shall maintain in effect all licenses, permits, authorizations and registrations required to carry out its obligations under the Purchase Order. Upon request, Seller shall provide Suominen a certificate, in form and substance satisfactory to Suominen, confirming its compliance with the requirements set forth in this Section 16.

17. INTELLECTUAL PROPERTY RIGHTS. Each Party, its affiliated companies and third-party licensors retain ownership of any and all intellectual property rights owned or possessed on the date of the Purchase Order, or independently created thereafter. All intellectual property rights and any other rights in and to the Service Results and any other results developed, reduced to practice or otherwise created in the performance of the Purchase Order shall be vested in Suominen. Seller shall have the right to use documents, materials, information and data provided by Suominen and any intellectual property of Suominen, its Affiliates and third-party licensors only to the extent required for the performance of its obligations under the Purchase Order.

18. CONFIDENTIALITY AND DATA PROTECTION. During the term of the Purchase Order and for five (5) years thereafter regardless of the reason for termination, Seller undertakes to keep strictly confidential any confidential information of Suominen, its Affiliates or any third parties received, directly or indirectly, in connection with the performance of the Purchase Order. Notwithstanding the aforementioned, in the event the confidential information constitutes a trade secret, the obligations herein shall survive as long as the applicable information maintains its status as a trade secret. Upon request by Suominen, Seller shall return or destroy all documents and other materials containing or constituting Suominen's confidential information, including all copies and extracts thereof. Seller shall not use any personal data it may receive from Suominen or otherwise have access to for any purposes other than for the performance of its obligations under the Purchase Order, and Seller shall comply with all applicable data protection and privacy rules and regulations including, but not limited to, the European Union General Data Protection Regulation (2016/679).

19. FORCE MAJEURE. Neither Party shall be liable to the other for any delay or non-performance of its obligations hereunder in the event and to the extent that such delay or non-performance is due to an event of Force Majeure. "**Force Majeure**" shall mean unforeseen events which are beyond the reasonable control of the affected Party, including fire, explosion, earthquake, riot, rebellion,

war, invasion, acts of terror, embargo, or strike, to the extent such event prevents or delays the affected Party from fulfilling its obligations, and the affected Party is not the direct or indirect cause of the event and is unable to prevent or remove the event. The Party affected by Force Majeure shall without undue delay inform the other Party of such event, its consequences and expected duration and shall take reasonable steps to limit or minimize the consequences of the Force Majeure. If Seller is the party affected by Force Majeure, Seller shall allocate its available supply of Products and/or Services among all its customers on such basis that Suominen's percentage reduction will not exceed the overall percentage reduction in the total quantity of Products and/or Services that Seller has available for supply. If Seller is unable to fulfill its obligations due to Force Majeure for more than seven (7) working days, Suominen may, without any liability, cancel the relevant Purchase Order(s).

20. TERMINATION. In addition to any other remedies under these General Terms or available to Suominen at law or in equity, Suominen may terminate the Purchase Order, in whole or in part, with immediate effect upon written notice to Seller (i) if Seller is in breach of these General Terms; (ii) if Seller fails to provide adequate assurance of its performance upon request by Suominen; (iii) if Seller ceases or threatens to cease to carry on business in the ordinary course; or (iv) upon occurrence of any one of the following events: (a) Seller's insolvency or filing of a petition of bankruptcy; (b) appointment of a receiver or trustee for Seller; or (c) assignment by Seller for the benefit of its creditors. If Suominen terminates the Purchase Order for any reason, Seller's sole and exclusive remedy is payment for the Products and/or Services received and accepted by Suominen prior to termination.

21. GOVERNING LAW AND DISPUTE RESOLUTION. All matters arising out of or in connection with the Purchase Order or these General Terms shall be interpreted and construed in accordance with the laws of the country or state in which Suominen is domiciled, without regard to such jurisdiction's conflict of law principles and not including the UN Convention on Contracts for the International Sale of Goods (CISG). Any disputes arising out of or in connection with the Purchase Order or these General Terms shall be finally settled by arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The place of arbitration shall be Suominen's domicile, and the language of the proceedings shall be English. Nothing in this Section shall prevent Suominen from seeking injunctive or other equitable relief from a court of competent jurisdiction pertaining to claimed infringement or misappropriation of intellectual property, including disclosure of confidential information.

22. MISCELLANEOUS. Seller and Suominen are independent contracting parties, and the Purchase Order or performance thereof shall not grant Seller any authority to assume or create any obligation on behalf of Suominen. The Purchase Order may be assigned by Suominen to any Affiliate, or in connection with a transfer of the entire or part of the business or assets of Suominen to which the Purchase Order relates to a third party. The Purchase Order may not otherwise be assigned by either Party without the other Party's prior written consent. Absent a written waiver, no act, failure or delay by Suominen to pursue or enforce any rights or remedies under the Purchase Order or these General Terms shall constitute a waiver of those rights. The invalidity or unenforceability of any term in these General Terms shall not affect the validity or enforceability of any other term.