

**Lamor General Terms and Conditions of Purchase**

**Preamble**

These Lamor General Terms and Conditions of Purchase (the "**GTCs**") shall be deemed in their entirety as an integral part of a contract, agreement, purchase order or other document or their combination (the "**Agreement**") concluded between Lamor Corporation Oyj (Finnish business identity code 2038517-1), having its registered address at Rihkamatori 2, 06100 Porvoo, Finland or its affiliated companies, as the case may be, ("**Lamor**"), and the Supplier (as defined below), if the GTCs are incorporated to the Agreement by reference or attached to the Agreement as an appendix or otherwise referenced in the Agreement. Lamor and the Supplier are hereinafter individually referred to as a "**Party**" and jointly as the "**Parties**", as the context may require.

In the event of any discrepancy between the content of the GTCs and the Agreement, excluding its other appendices than the GTCs, the content of the Agreement shall prevail. In the event of any discrepancy between the content of the GTCs and the other appendices of the Agreement, the content of the GTCs shall prevail.

**1. Definitions**

In addition to the words and expressions already defined above in the preamble, the following capitalized words and expressions shall have the following meanings:

"**Price**" shall mean the price for products and/or services determined in the Agreement.

"**Supplier**" shall mean the party with which Lamor has concluded the Agreement.

"**Validity Period**" means any purchase order or similar document shall be valid for ten (10) working days from the date of the purchase order or similar document ("**Validity Period**"), unless otherwise stated in the purchase order or similar document, or prolonged in writing by Lamor's representative. After the Validity Period the purchase order or similar document shall be null and void, and any acceptance made by the Supplier after the Validity Period shall not bind Lamor in any way.

**2. Price and payment terms**

The Price shall be determined in the Agreement, however the Price shall be inclusive of all taxes, duties, levies, assessments, and other government impositions as well as other charges and costs of any nature, including but

not limited to costs related to the transportation and shipment, unless otherwise agreed in the Agreement.

All the invoices shall be submitted electronically in accordance with Lamor's written instructions and Lamor shall not be obligated to pay any invoices that are not submitted in accordance with such instructions.

**3. Delivery, liquidated damages, and transfer of title**

The Supplier shall deliver the services and products as soon as possible, unless otherwise agreed in the Agreement. The Supplier shall be responsible for suitable packing and marking and related costs as well as shipping costs. Otherwise, the products shall be delivered according to FCA, INCOTERMS 2020.

If the delivery of the products and/or services is delayed for any reasons not fully attributable to Lamor, Lamor shall be entitled to liquidated damages in the amount of 2.0 per cent of the value of the Agreement per a week for the first four (4) weeks of delay, and thereafter 3.0 per cent of the value of the Agreement per a week. The amount of liquidated damages shall not exceed fifty (50) per cent of the value of the Agreement. The term "week" as used above shall mean subsequent periods of seven days, which have started, immediately following the agreed delivery date.

The title of products and services shall pass from the Supplier to Lamor once the products and services are delivered to Lamor.

**4. IPR**

The Parties agree that both Parties exclusively owns all intellectual property rights the Party had prior to the commencement of the Agreement.

The Supplier grants Lamor an irrevocable, royalty-free, fully paid, worldwide, non-exclusive, and transferable license to the intellectual property rights contained in the products and services for Lamor to use the services and products as intended.

**5. Quality and warranty**

The products and services provided by the Supplier to Lamor shall be of the quality required by the Agreement, free of defects in material and workmanship, free from design defects and any third-party rights and suitable for the purposes intended by Lamor.

The warranty period for the services and products shall be eighteen (18) months starting from the delivery of



services and products to Lamor. The Supplier shall be responsible, fully at its own cost, including but not limited to transportation costs, if applicable, for rectifying any defect in or damage to any portion of the services and products during the warranty period, which arises from defective materials, workmanship, design, instructions of the Supplier or error in documentation, including but not limited to manuals and user's guides, delivered along with the services and products.

## 6. Documentation

In order to ensure that Lamor is able use, install and maintain the products and services correctly, the Supplier shall provide Lamor with necessary documentation, which Lamor may share with any affiliate or customer to ensure the foregoing.

Further, the Supplier shall provide Lamor with any documents and information reasonably requested by Lamor, including but not limited to a country-of-origin certificate and customs tariff codes.

## 7. Compliance with laws and Lamor's Business Partner Code of Conduct

The Supplier shall comply with all applicable laws, conventions, rules, regulations, codes, standards, directives, and rules issued by authorities or governmental agencies.

The Supplier shall comply with Lamor's Business Partner Code of Conduct, as in force from time to time, and available at [www.lamor.com](http://www.lamor.com). Any non-compliance with the Business Partner Code of Conduct shall be deemed as material breach of this Agreement. Lamor shall notify the Supplier of any changes to Lamor's Business Partner Code of Conduct.

## 8. Confidentiality

If not otherwise agreed in the Agreement, all information disclosed by Lamor to the Supplier shall be deemed as confidential information and the Supplier shall not i) use information received from Lamor to any other purpose than fulfilling its obligation under the Agreement and ii) disclose such information to any third party without Lamor's prior written approval, unless such information becomes generally publicly available without breach of any confidentiality obligation, is independently developed by the Supplier without reference to the information as proven by the Supplier's written records, is lawfully obtained from a third party without restriction on disclosure as proven by the Supplier's written records, was previously and rightfully known by the Supplier without restriction on disclosure as proven by Supplier's written records or the Supplier is duly compelled to disclose such information by virtue of law, statute or other regulation or order of an authority or a court order to the

extent the Supplier is obliged to provide or disclose the information as a result of such order.

## 9. Indemnity

The Supplier agrees to indemnify and hold Lamor and its affiliates, officers, employees and agents harmless from and against any and all liability (including but not limited to any damages, losses, costs and expenses) i) for bodily injury or death, ii) damage to property, or iii) for the infringement or alleged infringement of any rights, including but not limited to patent, trademark or copyright, of a third party, caused by the Supplier's products and/or services, any use of the products and/or services, or the Supplier's negligence or willful misconduct.

## 10. Insurance

The Supplier shall be responsible for ensuring that it and, where necessary, its possible subcontractors have insurance cover from a reputable insurance company that is customary for the business and comprehensive. Comprehensive insurance cover shall consist at least of statutory accident insurance, business liability insurance, including product liability cover and insurance cover in respect of environmental damage. The liability insurance shall cover personal injuries and property damage suffered by the other Party and third parties. The insurance shall be valid throughout the Agreement period and for at least six (6) months after the termination of the Agreement. The insurance policy document attesting the validity of the insurance shall be presented to Lamor on request.

## 11. Subcontracting

The Supplier may not use subcontractors without Lamor's prior written approval. In case subcontractors are used, whether or not approved by Lamor, the Supplier shall be responsible for the acts and obligations of subcontractors used as for its own.

## 12. Term and termination

The Parties shall determine the term of the Agreement in the Agreement.

In addition to any termination rights under applicable law, both Parties shall have the right to terminate the Agreement by issuing a written notice to the other Party if:

- a) the other Party is in material breach of the Agreement or the GTCs and fails to remedy such breach or default, if capable of remedy, within fourteen (14) days from the issuance of the written notice.
- b) the other Party becomes insolvent, has a receiver appointed or distraint levied upon its assets or if an order is made or a resolution



- passed for winding-up or liquidation of the other Party; or
- c) there is any major change in the other Party's control, management, legal structure, or financial position which would be detrimental to the terminating Party's business interests.

The Parties agree that at least a breach or breaches of any obligations laid down under the sections 7 and 8 shall be deemed as a material breaches of the Agreement or the GTCs, however the Parties further agree that a material breach is not limited only to such breaches.

Sections of the Agreement and the GTCs intended to survive the termination of the Agreement shall survive the termination of the Agreement. Without limiting the generality of the foregoing, the provisions of section 5, 8 and 9 shall survive any termination of the Agreement.

### 13. Miscellaneous

The Parties shall comply with the European Union's General Data Protection Regulation (Regulation (EU) 2016/679, the "GDPR") and all applicable laws in processing of personal data.

Neither Party may assign or otherwise transfer its rights or delegate its duties or obligations under the Agreement without the prior written consent of the other Party, except that Lamor may assign or otherwise transfer its rights or delegate its duties or obligations under the Agreement to its affiliates without a prior written consent of the Supplier.

The GTCs, the Agreement and its possible appendices, excluding any general terms and conditions of the Supplier, shall constitute the entire agreement between the Parties with respect to the subject matter of the Agreement. Modifications to the Agreement or the GTCs are valid only if made in writing and signed by the authorised representatives of both Parties.

The Supplier shall have no right to use Lamor as a reference or otherwise use Lamor's names, tradenames, trademarks, logos or otherwise identify that the Supplier has concluded the Agreement with Lamor without Lamor's written consent.

### 14. Governing law and dispute resolution

This Agreement shall be construed and enforced in accordance with the laws of Finland, excluding its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Agreement.

Any dispute, controversy or claim arising under, out of, or relating to this Agreement, or any subsequent amendments of this Agreement and/or its appendices, including, without limitation, its formation, validity, binding effect, interpretation, performance, breach, or

termination, as well as non-contractual claims, shall be settled amicably by negotiation between the Parties. If such dispute or similar as listed above cannot be amicably settled, it shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be one (1). The seat of the arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.