

Appendix to General Purchase Agreement for Goods

Evac' General Terms for Purchasing Goods

These General Terms for purchasing Goods are valid and enforceable unless other terms have been specifically agreed.

1. DEFINITIONS

"Agreement" means the agreement on purchasing Goods signed between the Parties together with its appendices and these General Terms.

"Affiliate" means any entity controlled by, controlling or under common control of a Party. Control shall mean the direct or indirect ownership of fifty (50) percent or more of the shares or interests which are entitled to vote for the directors of an entity or the equivalent, for as long as such entitlement subsists, or which mean equivalent power over management of an entity.

"Bribe" means payment or any benefit that would be against the applicable anti-bribery legislation or that would commonly be regarded as improper

"Changes" means changes and/or extensions to the Specifications, Goods, documentation, time schedule or delivery arrangements.

"Confidential Information" means any information, whatever its form, relating to a Party's or its Affiliate's respective businesses and includes but is not limited to technical, commercial, business related, financial or company information received in relation to the Agreement, and Intellectual Property Right(s)".

"Force Majeure" means unforeseen events, which occur after both Parties have signed the Agreement and which are beyond the reasonable control of the affected Party, to the extent such an event prevents or delays the affected Party from fulfilling its obligations and the affected Party is not the direct or indirect cause of such an event and is unable to prevent or remove such an event at reasonable cost.

"Goods" means the products purchased by BUYER from the SELLER that are the subject of the Agreement.

"Intellectual Property Right(s)" means any patent(s), right(s) of patent, design patent(s), copyright(s), trademark(s), trade name(s), trade dress(es), invention(s), trade secret(s), know-how and/or any other industrial and/or intellectual property right(s), and applications thereof.

"Lead-Time(s)" means the period(s) within which SELLER agrees to deliver Goods. The Lead Time is counted from the date of Purchase Order to the date the Goods are available at BUYER's premises.

"Parties" means the BUYER and the SELLER.

"Party" means the BUYER or the SELLER.

"Purchase Order(s)" means a document (in paper or electronic form) submitted by the BUYER where the BUYER requests Goods from the SELLER.

"Price(s)" means the mutually agreed price(s) for each Goods.

"Specification(s)" means the specification(s) for the Goods agreed in the Agreement

2. PERFORMANCE

2.1 The SELLER shall have and maintain all the necessary permits, certificates, registrations, filings and licenses needed for performing its obligations. The SELLER shall promptly inform the BUYER of any event which may have a substantial adverse effect on the SELLER's ability to fulfil the Agreement.

2.2 The SELLER agrees to allow the BUYER to carry out reasonable audits relating to the BUYER's supplier assessment processes and the BUYER may request improvements in the SELLER's procedures to ensure compliance with the Agreement.

2.3 The SELLER shall have and maintain in force with a reputable insurance company adequate insurances relating to its activities, including but not limited to third party liability insurances, and shall at BUYER's request show proof thereof. Insurance shall neither limit nor exclude SELLER's obligations and liabilities under this Agreement.

2.4 The SELLER has the sole responsibility and liability for the performance and non-performance of any subcontractor(s) it uses in connection with this Agreement. At the BUYER's request, the SELLER shall inform the BUYER of which subcontractors it uses.

3. DELIVERY, DELAY AND TITLE

3.1 Unless otherwise agreed in Appendix 1, the term of delivery shall be FCA (Free Carrier at Place) at SELLER' premises (Incoterms 2020).

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3.2 Unless otherwise agreed, deliveries prior to the agreed time are not allowed.

3.3 The SELLER shall inform the BUYER in writing of any delay with respect to agreed delivery dates as soon as the SELLER is or should be aware of the delay.

3.4 If delivery or a part thereof is delayed, the BUYER is entitled to penalty from the SELLER in the amount of two per cent (5%) of the agreed price for the Goods not delivered at time for each commencing week. The total penalty shall not however exceed 10 % of the price of the delayed Goods. The right of the BUYER to liquidated damages shall neither limit nor diminish any rights or remedies the BUYER has against the SELLER.

3.5. Title, risk of loss and damages in respect of the Goods shall pass from the SELLER to BUYER when the Goods have been delivered in accordance with the applicable Incoterms.

4. PACKING, TRANSPORTATION AND DOCUMENTATION

4.1 The SELLER shall be responsible for proper, sufficient and adequate packing, protection and marking of the Goods, taking into account the nature of the Goods, the means of transportation and mutually agreed requirements. BUYER's customer reference number and BUYER's product code and order number must be placed visible on the packages and in all documents concerning the delivery. The SELLER shall clearly mark substances dangerous to health and environment in accordance with applicable regulations.

4.2 The SELLER agrees to ensure that its personnel and its carriers observe all applicable safety and other instructions when loading, delivering and unloading the Goods, including but not limited to instructions given by the BUYER.

4.3 Unless otherwise mutually agreed in writing, the SELLER shall submit to the BUYER the following documentation related to the Goods:

- i) correct and complete technical data sheet (TDS) in English prior to the first delivery of the Goods;
- ii) correct and complete safety data sheet (SDS) or eDSD) in the relevant language(s) in English prior to the first delivery of the Goods;

iii) user's manual;

iv) any other documentation that is required by the applicable legislation or that is customary for the relevant type of goods;

TDS, SDS and eDSD and any other data sheet of document must be submitted in writing, preferably electronic format subject to BUYER's confirmation of the format to be used. By request, the SELLER agrees to inform to the BUYER even more detailed information of the Goods, needed for example for applying environmental certificates. In relevant cases the Parties can agree that the SELLER will furnish to the BUYER an Environmental Product Declaration (EPD).

Should the information contained in the data sheets in any other document be updated or changed, SELLER agrees to furnish the revised data sheets or documents to BUYER without delay. The SELLER shall ensure that the Goods are at all times in compliance with the relevant data sheets and documents and labelled accordingly and consistently.

5. LICENSES, PERMITS AND CERTIFICATES FOR THE BUYER

5.1. In addition to what is agreed in Section 8.1 of these General Terms and unless otherwise mutually agreed in writing, the SELLER shall acquire all licenses, permits, certificates and consents that the BUYER needs for the marketing and sales of the Goods. The SELLER shall bear all the costs and expenses related to acquiring such licenses, permits, certificates and consents.

6. CHANGES

6.1 The SELLER shall notify the BUYER of any Changes it is or should be aware of that are necessary for the Goods to be fit for the purpose. Changes shall be defined and agreed in writing and the SELLER is not entitled to independently develop any Changes. The SELLER shall promptly advise the BUYER if any planned Change has a material impact on either the Price(s) or on the time schedule.

6.2 The SELLER shall implement the Changes without any additional charge, unless the SELLER can demonstrate that the Changes cause additional costs for the SELLER. If the Changes are chargeable they shall be implemented for a reasonable price in accordance with the same pricing principles and price levels as agreed in the Agreement.

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7. PRICES AND COMMERCIAL TERMS

7.1 The Price(s) are set in euro, unless otherwise agreed. The Prices are fixed and firm for the contracted quantities and period and may not be changed unless otherwise agreed in writing. In any case a request for changing Prices must be sent to and received by the other Party at least 60 days prior to the planned date of the change.

7.2 The payment term is 100% ninety (90) days net after delivery from the date of the invoice which shall not be dated retrospectively. The invoice shall be in a form acceptable to the BUYER and include all necessary documentation and information.

7.3 The BUYER is entitled to withhold payment in case the BUYER has a substantial claim towards the SELLER under the Agreement until such claim has been settled. Such withheld amount shall not exceed the amount of the claim.

8. AFTER SALES, SPARE PARTS

8.1 The SELLER guarantees that compatible spare parts for Goods will be available on reasonable commercial terms for a period of at least fifteen (15) years from the delivery by the SELLER of the Goods in question. In order to ensure smooth operation of the Goods the SELLER guarantees fast and efficient after sales support to the BUYER and its customers.

INTELLECTUAL PROPERTY RIGHTS

9.1 The SELLER shall acquire and grant the BUYER all licenses that the BUYER may need for using the Goods. Such license shall be perpetual, irrevocable, worldwide, fully paid-up, non-exclusive and transferable to any third parties.

9.2 The BUYER does not grant the SELLER any rights or license to such Intellectual Property Rights that are sole and exclusive property of the BUYER.

10. DEFECTS AND WARRANTIES

10.1 The SELLER warrants that:

- (a) the Goods (including Changes) are free from defects in material and workmanship and will strictly conform to the Specification(s) and other requirements set forth in the Agreement and are in compliance with all applicable laws and regulations;

- (b) the Goods (including Changes) shall comply to any reasonable quality and security standards that may be required from the Goods.
- (c) it has the right to sell the Goods and that the Goods shall not violate or infringe any Intellectual Property Rights of any third party.

10.2 If any Goods delivered by the SELLER are not in compliance with the warranty defined in Section 10.1 above, the SELLER agrees upon the BUYER's request without delay to replace the defective Goods with Goods that meet the warranty without any cost or expense to the BUYER. The SELLER's warranty includes delivery of replacement, dismantling of defective Goods, installation of replacement and related transportation and installation costs. The BUYER may at its sole discretion, as an alternative, cancel the purchase of the defective Goods, in which case the BUYER shall have no payment obligations with respect to such Goods and the BUYER may require the SELLER to reimburse to the BUYER the Price of all such Goods. The BUYER shall have the right to return the defective Goods to the SELLER at the SELLER's sole expense.

10.3 If the BUYER regards that the defect does not prevent utilization of the Goods completely, the BUYER may at its sole discretion demand that the SELLER grants a price reduction corresponding with the value of the defect and the SELLER agrees to accept such demand.

10.4 In case the BUYER deems it necessary to obtain substituting product(s) from other suppliers as a result of a defect, the SELLER shall also compensate the price difference and other additional costs and expenses resulting from such purchase, however not more than a sum corresponding to 1.5 x agreed price for the Goods. For the avoidance of doubt, the aforesaid shall not limit BUYER's other rights and remedies under this Agreement and applicable law.

10.5 The SELLER shall indemnify and hold the BUYER and its Affiliates harmless against

- (i) claims, losses, costs or damages which the BUYER or the BUYER's Affiliates or their customers or employees may incur as a consequence of any defects in the Goods; and
- (ii) product liability, which the BUYER or the BUYER's Affiliates may incur towards a third party, including its employees and customers

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11. COMPLIANCE WITH LEGISLATION AND CODE OF CONDUCT

11.1 The SELLER agrees to comply with applicable laws and regulations relating to the manufacturing, sale, handling, storage and transportation of the Goods. The SELLER also agrees to comply with all other applicable laws, regulations and international agreements, including but not limited to those in the area of environmental issues, anti-discrimination laws, competition law, anti-bribery, corporate social responsibility and non-use of child labour and act in the spirit of internationally recognized social and ethical standards. The SELLER agrees to comply with the valid version of "Code of Conduct" business principles of the BUYER. The SELLER shall also strive for observing environmental aspects and sustainable development in its activities.

11.2 Parties agree not to offer or accept any Bribe in connection with this Agreement and to take all reasonable measures to prevent their employees and cooperation partners from committing bribery. Breaching this commitment gives the other Party the right to terminate this Agreement with immediate effect by sending a written notice thereof.

12. LIABILITY AND THIRD PARTY CLAIMS

12.1 The SELLER shall be liable for the BUYER for any direct loss, damage or costs incurred by the BUYER due to defective Goods, delay or improper instructions or other documentation.

12.2 The SELLER shall indemnify the BUYER and/or its customers respectively against i) any product liability, which the BUYER may incur towards any third party, including its employees and customers and (ii) any other claims from any third party against the BUYER arising out of or in connection with any defect in the Goods.

12.3 Neither Party shall under any circumstances be liable for any lost profits, lost opportunities or lost revenues of the other party or other similar indirect damage incurred by the other Party, unless such damage is caused by gross negligence or wilful misconduct.

13. FORCE MAJEURE AND DUTY TO INFORM

13.1 Neither Party shall be liable to the other for any delay of non-performance of its obligations to the extent such delay or non-performance is due to an event of Force Majeure. The affected Party shall

without delay take reasonable steps to limit or minimize the consequences of Force Majeure. If Force Majeure continues for more than fourteen (14) days, BUYER may cancel the relevant Purchase Orders.

13.2 The Party affected by an event of Force Majeure shall inform the other Party of such event and its probable duration and end, without any delay.

14. CONFIDENTIALITY

Each Party agrees to hold strictly confidential, and not to disclose to any third party, any and all Confidential Information disclosed by the other Party, and shall not use the Confidential Information disclosed by the other Party for any other purposes than for fulfilling the Agreement. This restriction will not apply to any Confidential Information that is or becomes generally known to the public, except as a result of any fraudulent activities of the receiving Party or any of its representatives. If the Parties have signed a separate confidentiality or non-disclosure agreement such agreement shall prevail over this Section. The provisions of this Section shall be valid and bind the Parties for a period of five (5) years from the date of disclosure of any item of Confidential Information regardless of any earlier termination, expiry or fulfilment of the Agreement.

15. TERMINATION

15.1 Either Party may terminate the Agreement with immediate effect by notice in writing to the other Party if the other Party commits a material breach of any provisions contained in the Agreement and if capable of being remedied, has failed to remedy such breach within fourteen (14) days after it has received written notice of such breach and the intention of the notifying Party to terminate the Agreement.

15.2 Failure by the SELLER to fulfil the Specifications and other requirements of the Agreement or to meet the delivery schedule, or to correct any default in the Goods without delay shall be deemed as a material breach of the Agreement.

16. MISCELLANEOUS

16.1 The BUYER has the right to assign the rights and obligations to any of its group companies.

16.2 No waiver is effective unless in writing in each separate case and signed by both Parties.

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16.3 All rights and remedies under the Agreement are cumulative. A Party's exercise of any right or remedy does not affect its other rights or remedies.

16.4 The invalidity or non-enforceability of any provision of the Agreement shall not affect the other provisions.

17. GOVERNING LAW AND DISPUTE RESOLUTION

17.1 The Agreement shall be governed by and construed in accordance with the laws of Finland without reference to the conflict of law principles and excluding the UN Convention of Contracts for the International Sale of Goods (CISG).

17.2 Any dispute, controversy or claim arising out of or relating to this Agreement, 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 number of arbitrators shall be one (1). The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English, unless otherwise agreed.

17.3 The decision of the arbitrators shall be final, binding and executable. The arbitration shall be the exclusive remedy of the Parties to the dispute. Notwithstanding the above, nothing in the Agreement shall be deemed to limit the Parties' rights to seek interim injunctive relief or to enforce an arbitration award in any court of law.