

PROMECO GROUP – GENERAL PURCHASING TERMS AND CONDITIONS FOR GOODS AND SERVICES

1. DEFINITIONS

In these General Purchasing Terms and Conditions ("Purchasing Terms"), the following terms have the following meaning:

1.1. "Agreement"

Means any written agreement between the Parties for the acquisition of goods and/or services, irrespective of whether these Purchasing Terms are explicitly incorporated in the agreement.

1.2. "Confidential Information"

Means technical or commercial information, including documentation, that the disclosing Party has expressed or is presumed to have intended to be confidential, either at the time of entering into the Agreement or thereafter, or information that the receiving Party should otherwise have understood to be of a confidential nature. For clarification, it is stated that information and materials related to End Customers are always considered Promeco's Confidential Information.

1.3. "DAP"

Means "delivered at place" (DAP) as further defined in the latest Incoterms rules.

1.4. "Documentation"

Means specifications, drawings, technical documents, and other written information relating to the design or manufacture of goods and/or services.

1.5. "End Customer"

Means each Promeco customer to whom Promeco supplies goods and/or services, or to whom goods and/or services are supplied that include goods and/or services provided by Promeco.

1.6. "Force Majeure Event"

Means an obstacle independent of the Party:
(a) that prevents a Party from fulfilling its contractual obligations or makes fulfillment impossible without unreasonable additional costs,
(b) that the Party could not reasonably have been expected to have taken into account at the time of entering into the Agreement, and

(c) the consequences of which the Party could not reasonably have avoided or overcome.

Such a Force Majeure Event includes, but is not limited to, war, natural disasters, pandemics, export or import bans, and similar events. For clarification, it is stated that a general economic recession causing difficulties for a Party does not constitute a Force Majeure Event. Force Majeure Events also do not include the Representative's inability to perform, lack of materials or resources, lack of transportation capacity, or a work stoppage or strike caused by the Supplier.

1.7. "Goods"

Means materials and/or products that Promeco orders or intends to order in accordance with the Agreement.

1.8. "Incoterms"

Means the interpretation rules for international trade terms established by the International Chamber of Commerce (ICC).

1.9. "Intellectual Property Rights" (IPR)

Means patents, utility models, design rights, trademarks, copyrights, and related rights, as well as other intellectual property rights and know-how, including applications and registrations thereof. Also means other unregistered rights produced by Promeco, such as drawings, designs, and plans.

1.10. "Losses"

Means all damages, liabilities, claims, expenses, costs, legal and other professional fees, fines, indemnities, interest, loss of profit, or other financial losses.

1.11. "Party"

Means Promeco or the Supplier, as the case may be.

1.12. "Promeco"

Means Promeco Group Oy (business ID 2175250-0), whose main office is located at Mettälänkatu 91, FI-38700 Kankaanpää, Finland, and any other company, entity, or unit belonging to the same group that enters into the Agreement and purchases Goods and/or Services thereunder.

1.13. "Representatives"

Means the Party's directors, officers, employees, agents, advisors, contractors, and subcontractors.

1.14. "Services"

Means services that Promeco orders or intends to order in accordance with the Agreement.

1.15. "Specifications"

Means a description of the Goods to be manufactured and/or purchased, as well as a description of the Services to be performed, including, but not limited to, structure, composition, and dimensional details.

1.16. "Standards"

Means all national, EU, and international standards applicable to the Goods and/or Services and their manufacture and/or use.

1.17. "Supplier"

Means a person, entity, or other party that supplies Goods and/or Services to Promeco and enters into the Agreement in relation to them. If a person, entity, or other party acts as an agent for another Party, both the agent and the principal are jointly and severally liable.

1.18. "Test"

Means a delivery inspection or test conducted by the Supplier either in accordance with the Agreement or otherwise necessary to ensure that the Goods and/or Services meet the specifications and other agreed requirements.

1.19. "Tools"

Means special tools, equipment, and solutions designed and manufactured by the Supplier for the production of the Goods and/or the performance of the Services.

1.20. "VAT"

Means value-added tax or any other similar tax levied on the sale of Goods.

1.21. "Warranty Period"

Means a period of thirty-six (36) months from the delivery date of the Goods and/or the performance of the Services.

1.22. "Written"

Means a written form either as a signed document or as a document sent by mail or email, where the sender can be reliably identified (e.g., by electronic

signature) and the receipt has been confirmed. The term "in Writing" shall be interpreted accordingly. Other forms of communication shall not be considered written.

2. SCOPE OF APPLICATION AND AMENDMENTS

2.1. These Purchasing Terms apply to all Agreements made by the Parties for the purchase of Goods and/or Services and form an integral part of the Agreement.

2.2. By adhering to the Purchasing Terms, the Supplier agrees not to apply any other Purchasing terms than those listed in this Agreement, unless the Parties mutually agree otherwise in writing. Unless otherwise agreed by mutual decision of the Parties, these Purchasing Terms shall take precedence in case of a conflict.

2.3. Information included in general product or service documentation and price lists, whether in electronic or other form, shall bind the Parties only if it is explicitly agreed to be incorporated into the Agreement.

2.4. In the event of a conflict between the Supplier's order confirmation and these Purchasing Terms, these Purchasing Terms shall apply.

2.5. Any changes, modifications, or exceptions to these Purchasing Terms shall be binding only if Promeco has explicitly approved them in writing. Promeco reserves the right to amend these Purchasing Terms from time to time. By entering into the Agreement, the Supplier agrees to comply with the Purchasing Terms in effect at the time of the Agreement's execution.

2.6. Upon the commencement of these Purchasing Terms, they shall replace all previous Purchasing terms and any related understandings.

2.7. If any part of these Purchasing Terms or the Agreement is determined to be invalid or unenforceable by a competent authority, this shall not affect the validity of the remaining terms of the Purchasing Terms or the Agreement. The Parties shall, where possible, seek to replace any part of these Purchasing Terms or the Agreement that is determined to be invalid or unenforceable through mutual negotiations.

2.8. A Party's failure to enforce any provision of these Purchasing Terms or the Agreement shall not in any way affect its right to enforce that provision at a later time. Furthermore, if a Party waives the consequences of a breach of any provision, it shall not be interpreted as a waiver of the consequences of future breaches of the same provision or other provisions of these Purchasing Terms or the Agreement.

2.9. All notices or other communications under the Agreement must be given in writing and sent to the other Party's registered office or main office.

2.10. Other than the specifically named Promeco Representatives, no one has the authority to make statements or other commitments regarding the Goods and/or Services on behalf of Promeco, unless both Promeco and the Supplier have confirmed them in writing. By entering into the Agreement, the Supplier acknowledges that it has not relied on any statement or commitment that has not been confirmed in writing.

3. ORDERS, CONFIRMATIONS AND SPECIFICATIONS

3.1. Promeco places the Order in writing specifying the Goods to be delivered and the requested delivery date.

3.2. The Supplier must confirm the Order without delay, but no later than two (2) business days from receiving it. If the Supplier does not reject the Order within two (2) business days of receiving it, the Order shall be deemed accepted and must be delivered accordingly. The Supplier shall not include or refer to terms, provisions, or other contractual conditions (except for these Purchasing Terms) in its order confirmations or other communications. The inclusion of such terms or provisions, or references thereto (excluding these Purchasing Terms), shall not be considered valid or binding on the Parties.

3.3. The Supplier is responsible for the accuracy of all order confirmations and all materials and information provided to Promeco, including all Documentation.

3.4. The Goods and Services must comply with the Specifications approved by Promeco. All changes to the Specifications must be approved in writing by

Promeco before the Supplier begins production in accordance with the modified Specifications.

3.5. If Specifications are not in use, the Goods and Services must be of the highest industrial quality, not worse than the last accepted supplied goods.

4. TOOLS

4.1. Unless otherwise agreed, the Supplier shall deliver the Tools, and ownership of them shall belong to Promeco. Any costs for the Tools will be invoiced separately from the Goods and/or Services, in accordance with the payment schedule agreed upon in writing between the Parties.

4.2. To protect Promeco's technical expertise, Promeco shall exclusively retain and control the Tools it owns. If Tools are stored at the Supplier's premises, the Supplier is responsible for insuring them. The Supplier shall not have the right to use the Tools for any purpose other than delivering the Goods and/or Services in accordance with the Agreement.

4.3. The Supplier is responsible for the maintenance of the Tools at their own expense to ensure they remain in working condition. The Supplier is responsible for all costs resulting from negligent maintenance of the Tools, regardless of the ownership of the Tools. Tools owned by Promeco shall be repaired at Promeco's expense when they reach the end of their typical lifecycle. Such repairs must be approved in advance in writing by Promeco.

4.4. If Promeco has not placed any orders within twenty-four (24) months from the previous delivery, Promeco may instruct the Supplier either to dispose of the Tools or to continue storing them. The Supplier shall not, however, dispose of any Tools without Promeco's consent.

5. DELIVERY AND INSPECTION

5.1. The agreed delivery term is DAP delivered to Promeco's purchase location. The delivery term shall be interpreted in accordance with the latest Incoterms rules in effect at the time of the conclusion of the Agreement. Partial deliveries and/or partial shipments are not allowed unless

otherwise agreed upon in writing between the Parties.

5.2. Unless otherwise agreed in writing, the Supplier shall not have the right to deliver the Goods or perform the Services before the specified delivery date.

5.3. Unless otherwise agreed in writing, deviations from the quantities to be delivered are not allowed. The Supplier must immediately correct or replace any deliveries that deviate in quantity. The costs and risks associated with the correction or replacement shall be the responsibility of the Supplier.

5.4. The Supplier shall conduct a Test and/or carefully inspect the Goods at their own expense before delivery to ensure compliance with the Specifications. The Supplier shall retain the reports related to the Test and inspections for at least one (1) year from the date of their completion and provide them to Promeco upon request. Upon request, the Supplier shall also perform additional testing and inspections, with the costs of these additional procedures to be agreed upon separately with Promeco.

5.5. Promeco has the right to inspect or test the Goods. However, no payment made by Promeco, inspection, or testing of the Goods shall release the Supplier from its obligations under the Agreement or these Purchasing Terms, nor shall it constitute or operate as a waiver of defects that could not be clearly identified in the visual inspection or test conducted by Promeco.

5.6. The Supplier must ensure the traceability and identification of Promeco Goods during the manufacturing process, as applicable. A material certificate, indicating the contents and origin of the raw materials and their compliance with Promeco's predefined quality requirements including control of restricted substances, must always be provided to Promeco for the raw materials used.

5.7. If the Supplier or its Representative makes changes to the manufacturing methods, production location, production process, and/or the Goods, the Supplier must promptly notify Promeco of the changes so that Promeco can anticipate any potential consequences to quality, delivery, cost, or documentation.

6. DELAY IN DELIVERY

6.1. If the Supplier becomes aware that it will not be able to deliver the Goods or perform the Services by the agreed time, or if a delay on the Supplier's part appears likely, the Supplier must promptly notify Promeco in writing, stating the reason for the delay and the expected time of delivery. If the Supplier fails to provide notification, Promeco has the right to claim compensation for any additional costs that could have been avoided with the timely notification.

6.2. In the event of a delay, the Supplier must deliver the Goods via express delivery at their own expense to minimize the delay. The Supplier is solely and fully responsible for the costs mentioned above.

6.3. If the delay in delivery is caused by a Force Majeure event, the delivery time will be extended for as long as is deemed reasonable given the circumstances.

6.4. If clause 6.3 does not apply, and the delivery is delayed beyond the agreed schedule, the Supplier shall be obligated to pay Promeco a penalty of five percent (5%) of the total value of the Order for each starting week of delay, provided that the total penalty amount does not exceed twenty-five percent (25%) of the total value of the Order. The above also applies to the delayed delivery of certificates, user manuals, and other documents, and the Order shall not be considered delivered until all Goods, Services, and related certificates, user manuals, and other documents have been delivered in the agreed manner.

6.5. The penalties paid by the Supplier for delay do not prevent or limit Promeco's right to claim compensation for any direct damages in addition to the penalty for delay. The Supplier's obligation to compensate Promeco for direct damages remains in effect regardless of whether Promeco decides to cancel the delayed order pursuant to clause 6.6 or not. All claims must be addressed between the Parties before a formal compensation claim is made.

6.6. If the delivery has been delayed for more than thirty (30) days, Promeco may, at its discretion and without limiting any other remedies provided in this Agreement or by law, cancel the delayed Order

without the Supplier being entitled to any compensation. The Supplier must refund all related payments to Promeco and compensate Promeco for direct damages related to the non-delivery. For clarity, direct damages include costs incurred by Promeco for utilizing a third party to complete the Supplier's non-delivery.

6.7. If the delivery has been delayed for more than five (5) weeks, and this is not due to Promeco's actions or omissions, Promeco has the right to terminate the Agreement in its entirety without the Supplier being entitled to any compensation. If the Agreement is terminated in its entirety under this section, Promeco has the right to claim compensation for the direct damages caused by the non-delivery and by the material breach of the Agreement.

6.8. If the Parties agree to changes in the delivery schedule in the event of a delay, such an agreement shall not be considered a waiver of Promeco's right to invoke the remedies available based on the original delay.

7. PRICES

7.1. The price of the Goods and/or Services is the current price quoted by the Supplier and approved by Promeco. If the quoted price is no longer valid, the last approved price shall be used. Unless otherwise stated, the price shall be quoted in euros ("EUR").

7.2. Neither Party shall unilaterally change the prices listed in the price list without the written consent of the other Party. The price list is valid from the commencement date of the Agreement for the duration specified in the price list. If the Parties agree on a new price list, both Parties must approve the updated price list in writing. The mutually approved price list shall be considered an integral part of this Agreement.

7.3. If the Supplier believes that price increases are necessary, they must promptly notify Promeco to initiate negotiations in good faith. However, Promeco shall under no circumstances be obligated to accept price increases unilaterally made by the Supplier.

7.4. If the Supplier unilaterally raises prices without the Parties having agreed to it in writing, Promeco has the right to cancel the Order or terminate the entire Agreement by notifying the Supplier in writing. The Supplier must refund all related payments to Promeco and compensate Promeco for direct damages related to the non-delivery. For clarity, direct damages include costs incurred by Promeco for utilizing a third party to complete the Supplier's non-delivery.

7.5. Unless otherwise specified in the terms of the request for quotation and unless otherwise agreed upon in writing between the Parties, all prices quoted by the Supplier are given for delivery to Promeco's purchase location with delivery term DAP based on latest Incoterms.

7.6. The price of the Goods and/or Services does not include the applicable value-added tax (VAT), which will be paid by Promeco.

8. ORDER MODIFICATION, SUSPENSION, AND CANCELLATION

8.1. Promeco has the right to temporarily suspend the order, either partially or in its entirety. Promeco must notify the expected resumption date of the order.

8.2. Promeco has the right to modify or cancel the order, either partially or in its entirety, at any time. For manufactured Goods, Promeco shall compensate the Supplier for the direct costs incurred for materials and labor, unless otherwise agreed upon at the time of the order or the cancellation notice. The above shall not apply in situations where the Supplier has been delayed for more than thirty (30) days (clause 6.6). For standard Goods that the Supplier can sell to its other customers, Promeco shall not compensate for the cancellation. In a situation where Promeco has modified or cancelled the order, either partially or in its entirety, the materials paid for by Promeco shall become the property of Promeco.

9. PAYMENT

9.1. The Supplier shall invoice Promeco electronically for the Goods and/or Services upon

completion of the delivery. The payment term under the Agreement is ninety (90) days net from the invoice date. Invoicing shall be done per Order.

9.2. Invoices shall be paid to the Supplier's bank account specified in the invoice.

9.3. If a Party fails to pay the invoice within the specified time, the invoicing Party has the right to charge interest from the day the payment became due. The interest on overdue payments is one (1) month EURIBOR + 2%.

9.4. If the Supplier owes Promeco, under the contract or for any other reason (including but not limited to late delivery penalties), this amount may be deducted from any amounts due to the Supplier from Promeco under any contract.

10. TITLE AND RISK

10.1. Title and risk of the Goods shall transfer to Promeco upon completion of the delivery in accordance with the agreed delivery term.

11. WARRANTY

11.1. The Supplier expressly warrants that the Goods and/or Services delivered to Promeco:

- (a) meet all the requirements set forth in the Agreement, Order, Specifications, Supplier Requirements, applicable Standards, and applicable laws;
- (b) are new, free from defects in design, material, and workmanship, are of the highest industrial quality, and fit for their intended purpose; and
- (c) do not infringe on third parties' intellectual property rights or other rights.

11.2. The warranty is valid for thirty-six (36) months from the delivery date of the Goods to Promeco.

11.3. Promeco is not obligated to technically inspect the Goods and/or Services upon their delivery. Instead, Promeco must be able to rely on the Supplier's quality system, which shall control the production process and ensure that the Goods and Services comply with clause 11.1. Failure to inspect shall not prevent Promeco from later invoking the remedies provided under the Agreement or by law.

11.4. If Promeco or the End Customer detects a defect in the Goods, Promeco shall promptly notify the Supplier of the defect in writing.

11.5. The Supplier must respond to Promeco's notification promptly in writing, confirming receipt of the notification and committing to immediate actions within one (1) business day. Corrective and planned preventive actions must be communicated within two (2) weeks of receiving the notification and all actions must be completed within thirty (30) days of receiving the notification, including any compensation.

11.6. Upon receiving the quality notification and determining that the defect is due to a design, material, or workmanship flaw, or any other reason for which the Supplier is responsible, the Supplier shall be obligated to correct the defective Goods and/or Services and compensate Promeco for the costs incurred due to the defects by repairing, replacing, and/or providing a monetary compensation, as Promeco decides at its discretion and as defined in clauses 11.7–11.9.

11.7. The Supplier must immediately, upon request and at no cost to Promeco, correct any defects in the Goods and/or Services that Promeco has reported within the Warranty Period. Promeco may, by written notice, set a schedule within which the Supplier must repair or replace the defective Goods. A new warranty period begins after the repair or replacement of the Goods.

11.8. The repair of defective Goods shall be carried out at their location, unless Promeco decides to return the Goods or their parts to the Supplier for repair or replacement, in which case the Supplier shall be obligated to pay for the associated costs. The Supplier has the right to replace the defective Goods with new ones.

11.9. If defects are found in the Goods and/or Services when utilized in Promeco's or the End Customer's production processes, the Supplier shall pay Promeco a monetary compensation for the material and labor cost of rejected Goods that were produced utilizing the defective Goods and/or the results of the Services.

11.10. If the Supplier fails to perform or refuses to correct defects in the Goods and/or Services, Promeco has the right, at its discretion and after

reasonable prior notice, to have the defect corrected by a third party at the Supplier's expense. Promeco has the right to take the aforementioned actions without prior consultation if it becomes apparent that the Supplier is unable to fulfill its obligations.

11.11. If the defect is reasonably considered significant, Promeco may alternatively choose to cancel the delivery of the defective Goods, Services, and/or the entire Agreement by written notice to the Supplier, in which case the Supplier must immediately refund to Promeco all payments made for the rejected Goods and/or Services. Promeco's rights under this section 11 do not limit Promeco's other rights under the Agreement or applicable law, including without limitation the right to compensation for any damages.

11.12. All defective Goods must be removed and/or reinstalled in their current location at the Supplier's expense, if necessary. The Supplier is responsible for the costs and risks associated with the repair or replacement of defective Goods, including but not limited to manufacturing, transportation, dismantling, and installation costs, as well as costs incurred by Promeco. All payments, duties, import and export fees, direct and indirect taxes, and other governmental charges related to the Goods that have been repaired, replaced, or removed in accordance with this are the responsibility of the Supplier.

11.13. The warranty does not cover normal wear and tear of the Goods or defects resulting from improper use, installation, or assembly carried out by Promeco or the End Customer. Additionally, the warranty does not cover defects caused by external products that have been installed on the Goods by parties other than the Supplier.

11.14. The warranty does not cover defects caused by materials, design, or incorrect specifications provided by Promeco. The Supplier must, however, promptly notify Promeco of any defects found in the materials, design, or specifications.

11.15. The warranty does not remove the Supplier's general product liability for defects in the Goods.

11.16. Promeco reserves the right to charge the Supplier a fixed administrative fee of €500 for each notification, as well as an hourly rate of €50/hour

(minimum 1 hour) to cover additional work related to non-compliant deliveries. Additional work includes, among other things, packing and shipping of Goods to the Supplier and possible repairs. The administrative fee and hourly charge are subject to change.

12. INSURANCE

12.1. The Supplier agrees to maintain appropriate insurance coverage with a reputable insurance company for the duration of the Agreement, covering all liabilities and indemnities that may arise from or in connection with the Agreement, with a minimum coverage of two million euros (€2,000,000) per case. Such insurance shall also cover damages to persons and property caused by the Goods and/or Services that are not part of the Goods themselves (product liability) and/or the results of the Services, as well as legitimate third-party financial claims based on product liability.

12.2. Upon request, the Supplier must provide Promeco with sufficient proof of the insurance coverage it is required to have and maintain in accordance with the requirements specified in section 12.1. The Supplier must immediately notify Promeco if any insurance coverage mentioned in section 12.1 ceases or is rejected.

13. LIABILITY

13.1. The Supplier agrees to indemnify and hold harmless Promeco and its Representatives from any Damages they suffer or incur (a) from the use and/or sale of the Goods and/or Services, whether as-is or as part of Promeco's products, to the extent caused by the actions or omissions of the Supplier or its Representatives, which are in violation of the Agreement or these Purchasing Terms; and (b) any claims based on the infringement of third-party intellectual property rights for which Promeco may become liable as a result of the Goods and/or Services, their use, offering for sale, purchase, import, or export.

13.2. Promeco shall not be liable for any indirect Damages incurred by the Supplier, such as loss of profit, business interruption, or damage to reputation. However, this limitation of liability does

not apply to Damages resulting from intentional or grossly negligent conduct.

13.3. The Supplier is responsible for any indirect Damages incurred by Promeco, unless otherwise stated in this Agreement. Damages suffered by Promeco from third-party claims arising from delivery delays or defects in the Goods and/or Services shall always be considered direct Damages on the part of Promeco.

13.4. Regarding product liability, the Supplier is responsible for and/or obligated to compensate Promeco and third parties for any Damages caused by the Goods to persons or property. In cases of gross negligence or intentional conduct, the Supplier shall also be liable for any indirect Damages incurred by Promeco. For the sake of clarity, it is stated that in the case of personal injury, the Supplier's liability shall always be subject to the principle of full compensation.

13.5. If a third party raises a claim for damages against either Party, the relevant Party must immediately notify the other Party.

13.6. Any typographical error, written mistake, or other error or omission of individual information in the Purchasing documentation, price list, or other notice published by Promeco may be corrected by Promeco without liability on the part of Promeco.

14. FORCE MAJEURE

14.1. Neither Party shall be deemed to have breached the Agreement or be liable to the other Party if it wholly or partially fails, neglects, or delays the performance of its obligations to the extent that such failure, neglect, or delay is caused by a Force Majeure event. A Party must be able to demonstrate that the Force Majeure event effectively prevented the performance of its obligations.

14.2. If the performance of the Agreement is completely prevented or delayed due to a Force Majeure event for more than six (6) weeks, either Party has the right to terminate the Agreement by written notice, without the other Party having the right to claim damages from the terminating Party due to the termination.

14.3. A written notice of the Force Majeure event must be provided promptly by the Party affected by the Force Majeure event. A written notice must also be provided when the Force Majeure event ceases. If the grounds for exemption under section 14 prevent the Supplier from fulfilling its obligations, the Supplier must compensate Promeco for all costs incurred in securing and protecting the Goods.

14.4. If the Party affected by the Force Majeure event fails to provide written notice to the other Party, the other Party has the right to claim compensation for damages that could have been avoided if the affected Party had provided the notice in a timely manner.

15. CONFIDENTIALITY

15.1. Confidential information includes all documents (technical or commercial, written or electronic) provided by Promeco to the Supplier under the Agreement and the Parties' business relationship, as well as technical data, know-how, materials, information, and other data. Confidential information is and shall remain the property of Promeco. Trade secrets and technical specifications are always Confidential information.

15.2. Both Parties agree not to copy, reproduce, use, disclose, transmit, or otherwise reveal Confidential Information to third parties at any time, unless otherwise specified in the Agreement. The disclosure or release of Confidential Information, whether commercial or technical, without the written consent of the other Party is strictly prohibited and constitutes a breach of the Agreement, unless the disclosure is necessary for the implementation of the Agreement. The receiving Party may use the Confidential Information solely for the purposes of the Agreement. If necessary for the purposes of the Agreement, Promeco has the right to transfer or disclose the information received from the Supplier to its End Customer or their Representatives. The Supplier is responsible for ensuring that its Representatives are aware of the confidentiality provisions of the Agreement and agree to abide by them. The exchange or disclosure of information related to the contract negotiations is prohibited in all cases.

15.3. A Party may disclose Confidential information:

- (a) to its Representatives who require the Confidential Information to fulfill the Party's obligations under the Agreement;
- (b) with the prior written consent of the other Party;
- or
- (c) as required by law, a court order, or the demand of a governmental or regulatory authority.

15.4. Neither Party shall use the other Party's Confidential Information for any purpose other than the purpose for which the information was provided or to fulfill obligations under the Agreement. Each Party ensures that its Representatives, to whom Confidential Information is disclosed, comply with the provisions of this clause 15.

15.5. Confidential Information must be securely destroyed or promptly returned upon Promeco's request.

15.6. The Confidential Information defined in this clause 15 does not include any information that:

- (a) is information that the Parties have agreed in writing is not Confidential Information;
- (b) is or becomes public through means other than a breach of this clause 15;
- (c) was known to the receiving Party before the disclosing Party or its Representatives disclosed it to the receiving Party or its Representatives;
- (d) was available to the receiving Party on a non-confidential basis before the disclosing Party or its Representatives disclosed it to the receiving Party or its Representatives;
- (e) was, is, or becomes available to the receiving Party on a non-confidential basis from a third party who is not, to the receiving Party's knowledge, bound by a confidentiality obligation to the disclosing Party with respect to that information and is not otherwise prevented from disclosing it to the receiving Party; or
- (f) was developed by the receiving Party or on its behalf independently, without any Confidential Information.

15.7. The Supplier must ensure that it adheres to an adequate data security policy to maintain the information as strictly confidential. Confidential Information must be stored and protected carefully with appropriate and reliable measures. The handling of Confidential Information must be carried out with due diligence.

15.8. If the Supplier intends to use the information from the Agreement for marketing or advertising purposes, Promeco's and Promeco's End Customer's consent is required. The Supplier must request prior written consent through a formal letter to Promeco, which will forward the request to the End Customer, unless Promeco has the right to grant consent on behalf of the End Customer.

15.9. No content of the Agreement shall be considered a transfer of Confidential Information by either Party, unless expressly agreed otherwise in writing.

15.10. The confidentiality obligations shall remain in effect for five (5) years after the termination of the Agreement.

15.11. Each breach of confidentiality shall result in a fixed compensation of €100,000 from the Party responsible for the breach to the Party that has suffered the damage.

16. INTELLECTUAL PROPERTY RIGHTS

16.1. All documentation created by Promeco and/or delivered to the Supplier before or after the conclusion of the Agreement shall remain the exclusive property of Promeco. Documentation provided to the Supplier shall not, without Promeco's prior written consent:

- (a) be used for any purpose other than the purpose for which they were provided; or
- (b) be copied, reproduced, transferred, or otherwise disclosed to any third party in any manner.

16.2. Promeco has the right to use the documentation received from the Supplier for its own business purposes.

17. TRANSFER OF RIGHTS

17.1. A Party may not assign or transfer the Agreement or its rights and obligations under the Agreement to a third party without the prior written consent of the other Party.

17.2. Without the Supplier's written consent, Promeco has the right to assign and transfer the Agreement and its associated rights and obligations to any subsidiary within the same group, provided

that the transferee agrees in writing to the terms set forth in the Agreement. Unless otherwise agreed in writing, the assignor remains secondarily responsible for fulfilling the obligations under the Agreement.

17.3. Promeco may fulfill its obligations or exercise its rights either itself or through a company within the Promeco group. If another company within the Promeco group is subject to the actions or omissions of the Supplier in relation to the Agreement, Promeco has the right to make claims against the Supplier and exercise the rights of that company on its behalf.

18. TERMINATION OF THE AGREEMENT

18.1. In addition to what is agreed upon regarding the termination of the Agreement in the Agreement and/or other sections of these Purchasing Terms, either Party has the right to terminate the Agreement by giving written notice to the other Party if:

- (a) the other Party materially breaches the Agreement or these Purchasing Terms and fails to rectify the breach within thirty (30) days of receiving written notice; or
- (b) the performance of the Agreement is delayed for more than six (6) weeks due to a Force Majeure event.

18.2. Promeco has the right to terminate the Agreement and/or the purchase orders based on it immediately with written notice to the Supplier, cancel any subsequent purchase orders, and withhold an amount from outstanding invoices to cover the likely warranty costs and the arrangement for obtaining a new supplier if:

- (a) the Supplier is unable to pay its debts on the due date;
- (b) a petition is made for the initiation of bankruptcy, liquidation, administration, or any other insolvency proceedings against the Supplier, or the Supplier enters into voluntary arrangements with creditors to liquidate and/or distribute its assets;
- (c) the Supplier ceases or threatens to cease its business operations; or
- (d) Promeco reasonably believes that any of the events mentioned in (a)–(c) is occurring and notifies the Supplier of this.

19. GOVERNING LAW AND DISPUTE RESOLUTION

19.1. These Purchasing Terms and the Agreement shall be interpreted and governed by the laws of the country of the Promeco Group entity acting as the purchasing Party. If the purchasing Promeco entity is located in Finland, Finnish law shall apply, excluding its conflict of law rules. If the purchasing Promeco entity is located in Poland, Polish law shall apply, excluding its conflict of law rules.

19.2. If the transaction involves a Promeco entity in Finland, all disputes, disagreements, or claims arising from these Purchasing Terms or the Agreement, or their breach, termination, or validity, shall be finally resolved through arbitration in Helsinki, Finland. Respectively, if the transaction involves a Promeco entity in Poland, the place of arbitration is Warsaw, Poland. In all cases, arbitration is conducted in accordance with the rules of the International Chamber of Commerce (ICC), with one (1) arbitrator. Unless the Parties agree otherwise, the language of the arbitration shall be English.

20. COMPLIANCE

20.1. The Supplier shall comply with all applicable laws and regulations, including but not limited to corporate governance, taxation, financial disclosure, environmental, labor, occupational health and safety, export controls, fair competition, and anti-corruption laws. The Supplier shall also act responsibly in respect of human rights issues, having regard especially to national laws and international treaties prohibiting the use of child labor and forced labor.

20.2. The Supplier shall comply with all requirements and obligations set forth in the Promeco Group Supplier Requirements.

20.3. The Supplier must ensure that its Representatives also comply with the requirements of sections 20.1 and 20.2.