

GENERAL TERMS AND CONDITIONS OF SALE AND AGREEMENT OF FINSPECTION OY

1. SCOPE OF APPLICATION

1.1. These terms and conditions of sale and agreement (hereinafter referred to as the "Terms") apply to the assignment (hereinafter referred to as the "Assignment") between Finspection Oy (hereinafter referred to as the "Service Provider") and its corporate customer (hereinafter referred to as the "Client") concerning inspection and certification services and/or other expert services.

1.2. These Terms apply unless the Service Provider and the Client (hereinafter together referred to as the "Parties" and individually as the "Party") have explicitly agreed otherwise. The Client's possible general terms of purchase do not apply between the Parties unless otherwise agreed by the Parties.

2. AGREEMENT

2.1. The agreement is formed when both Parties have confirmed the order for the Assignment either in writing or verbally, and the Service Provider has delivered a written order confirmation to the Client (hereinafter collectively referred to as the "Agreement").

2.2. In case of contradictions between the agreement documents, they will be followed in the following order of priority: the order confirmation with possible attachments, any offer with attachments, and the Terms.

3. SERVICE PROVIDER'S OBLIGATIONS

3.1. The Service Provider shall perform the Assignment, including any agreed written modifications, at the location specified in the Agreement ("Worksite") at the time or times specified in the Agreement. The Service Provider has specific liability for the final result only if explicitly agreed in the Agreement. The performance of the Assignment by the Service Provider does not relieve the Client of its responsibility to ensure that the Worksite fully complies with applicable legal and other relevant requirements.

3.2. The Service Provider is not responsible for performing services not included in the Agreement. The Client must, if necessary, separately order any services not included in the Agreement from a third party.

3.3. The Assignment is considered completed when it has been performed and the material resulting from it (hereinafter referred to as the "Material") has been delivered to the Client in accordance with the Agreement. The Material remains the property of the Service Provider until the Service Provider's charges, including possible interest, have been fully paid. Concerning inspection and certification activities, the Service Provider retains the Material for ten (10) years from the com-

pletion of the Assignment. After the Assignment has been completed, the Service Provider will return the documents received from the Client.

4. CLIENT'S OBLIGATIONS

4.1. The Client must provide the Service Provider with all requested and other necessary documents and information required for the performance of the Assignment at no cost. The Client is responsible for the accuracy and integrity of all the information provided.

4.2. The Client must ensure that the Worksite is arranged in a manner that allows the proper performance of the Assignment within the timeframe specified in the Agreement. The Client must, for example, ensure that sufficient electricity, lighting, and scaffolding are available to the Service Provider. The Client must ensure that the Service Provider has unobstructed access to the Worksite for the entire duration of the Assignment. The Client must immediately inform the Service Provider of any matter that may impede the proper performance of the Assignment in accordance with the Agreement.

4.3. If the Assignment is performed at a location other than the Service Provider's own premises, the Client must ensure that the Worksite is safe and complies with applicable occupational safety and other regulations and requirements. The Client must also provide the Service Provider with all documents and information necessary for considering the applicable occupational safety regulations. The Client must immediately inform the Service Provider of any hazards, risks, or safety requirements affecting the Worksite.

4.4. The Client shall, at the Contractor's request and where necessary, permit the participation of observers in connection with the Assignment and/or any related assessment (for example, representatives of an accreditation body and/or an authority), to the extent required for the evaluation or supervision of the Contractor's operations. Observers shall have no right to direct or alter the performance of the Assignment.

The Client shall arrange access for observers to the Site in accordance with the access control and safety practices applicable at the Site and shall provide them with the Site's safety and other relevant instructions. If access to the Site requires mandatory safety inductions, training, permits or similar requirements imposed by the Client, the Client shall inform the Contractor thereof in advance and require their completion and/or proof of qualification prior to granting access to the Site. Each observer shall be responsible for their own actions, safety and compliance with the instructions provided at the Site. Observers shall be bound by confidentiality obligations, as applicable, in accordance with Clause 10.

5. BASIS FOR CHARGES

5.1. Unless otherwise agreed on the fee or reimbursement of expenses, the Service Provider will charge fees and expenses according to the Service Provider's price list in force at the time for the performance of the Assignment.

5.2. If the content of the Assignment is agreed to be changed after the formation of the Agreement, the effects of the additional work on the Service Provider's charges and performance time must be fully agreed upon in writing (e.g., by email) before the implementation of the changes.

6. PAYMENTS

6.1. The Service Provider will invoice the Client upon the completion of the Assignment or monthly based on the progress of the Assignment, with the right to invoice arising after the Client has had the opportunity to review the basis for the invoicing.

6.2. The payment term is fourteen (14) days from the date of the invoice issued by the Service Provider. In the event of late payment, the Service Provider is entitled to charge interest on late payments according to the Finnish Interest Act (633/1982) from the due date, as well as reasonable collection costs.

6.3. If there is a dispute between the Parties concerning any part of the invoice, the Client must nevertheless pay the undisputed part of the invoice in accordance with the Agreement and the Terms.

6.4. If the Client fails to fulfill its payment obligation on time, or if the Service Provider has a justified reason to believe that the Client will not fulfill its payment obligation on time, the Service Provider has the right to withhold the Material corresponding to the Client's payment default as long as the payment default continues.

7. PERFORMANCE TIME AND DELAY IN PERFORMANCE

7.1. The time or times for the performance of the Assignment shall be agreed upon in the Agreement.

7.2. If the performance of the Assignment is delayed due to the Service Provider's fault by more than one (1) week from the agreed time, the Client is entitled to a compensation of 0.2% of the total charge of the Service Provider for each full working day exceeding one (1) week. However, the total compensation can be no more than 5% of the total charge of the Service Provider. For clarity, the Client is not entitled to any other compensation or reimbursement due to the delay. If the performance of the Assignment is delayed due to the Client's fault, the Service Provider is entitled to equivalent compensation and an extension of the performance time corresponding to the delay.

7.3. A claim for compensation must be presented within two (2) months from the receipt of the notice of delay.

7.4. The Party is not entitled to compensation under clause 7.2 if the performance of the Assignment is prevented due to force majeure as referred to in clause 9. For clarity, it is stated that the Service Provider is not responsible for delays caused by the Client's failure to fulfill the obligations mentioned in clause 4.

8. LIABILITY FOR DAMAGES

8.1. A Party is liable for direct damages caused to the other Party due to errors or omissions by the Party. Unless otherwise agreed in writing, the Parties are not liable for any indirect or consequential damages.

8.2. The Service Provider is not responsible for errors or deficiencies caused by incorrect or incomplete information provided by the Client or a third party or by the Client's failure to fulfill the obligations mentioned in clause 4. For clarity, it is stated that the Service Provider is not responsible for any unavoidable disadvantages or damages arising from the performance of the Assignment.

8.3. The Party must notify the other Party of its claim for compensation, specifying the grounds, within one (1) month of discovering the error or deficiency or when it should have been discovered. The Service Provider must be given the opportunity to correct any errors or deficiencies identified in the Assignment.

8.4. The liability of a Party is limited to the amount of the charge for the Assignment. The liability of a Party ends when two (2) years have passed from the delivery of the Material in accordance with the Assignment. The limitations of liability do not apply if the damage was caused intentionally or through gross negligence.

8.5. Upon discovering imminent or actual damage, the Party must notify the other Party in writing without undue delay. The Party that discovered the imminent or actual damage must immediately take the necessary measures to reduce or eliminate the damage.

9. FORCE MAJEURE

9.1. A Party is not liable for delays, errors, or damages caused by an obstacle beyond the control of the Party, which the Party could not reasonably be expected to have taken into account at the time of the conclusion of the Agreement and whose consequences could not reasonably have been avoided or overcome by the Party. The Party must notify the other Party of the occurrence of force majeure without delay upon becoming aware of it.

9.2. In the event of force majeure affecting the performance of the Assignment, the Client is obligated to grant the Service Provider an extension of the performance time corresponding to the obstacle and to compensate the Service Provider for the demonstrated wage costs, special compensations, and expenses resulting from the delay or interruption, for up to fifty (50) working days from the time the Service Provider has notified of the existence of force majeure.

10. CONFIDENTIALITY

10.1. The Parties may receive information from each other during the negotiation or performance of the Assignment, which is marked as confidential or which is otherwise understood to be confidential (hereinafter referred to as "Confidential Information"). Unless otherwise agreed, the Service Provider's offer and working methods are always considered Confidential Information.

10.2. Both Parties undertake to keep the Confidential Information of the other Party confidential and not to use such information for purposes other than those related to the Assignment. The confidentiality obligation does not apply to information that the receiving Party can prove:

- i. was public at the time of disclosure or has become public afterward without the receiving Party violating these Terms; or
- ii. was legally available from a non-confidential source other than the other Party.

11. INTELLECTUAL PROPERTY RIGHTS

11.1. Unless otherwise expressly agreed in writing, all copyrights, industrial rights, and other corresponding intellectual property rights to the Material and other materials created in connection with the performance of the Assignment belong to the Contractor or its licensors.

11.2. The Client is granted a worldwide, royalty-free, non-exclusive right to use the Material as part of its regular business operations.

The Client does not have the right to transfer the Material to a third party or disclose its content beyond what is necessary, unless otherwise required by law or regulatory authority.

11.3. This Section 11 does not limit what is agreed in Section 10 regarding the confidentiality of Confidential Information.

12. TERMINATION OF THE AGREEMENT

12.1. Either Party has the right to terminate the Agreement with three (3) months' notice. In such a case, the Contractor is entitled to compensation for the part of the Assignment performed in accordance with the basis of charges in the Agreement.

12.2. Either Party has the right to terminate the Agreement immediately if the other Party ceases its operations, is declared bankrupt, or commits a material breach of the Agreement and fails to rectify the breach within thirty (30) days of receiving written notice of the breach. Either Party also has the right to terminate the Agreement immediately if a force majeure event as described in Section 9 has continued for more than three (3) months.

12.3. In the event of termination of the Agreement, the Contractor is entitled to compensation for the part of the Assignment performed in accordance with the basis of charges in the Agreement. If the termination is due to force majeure or reasons attributable to the Client, the Contractor is also entitled to compensation for the damage and losses resulting from the termination.

13. OTHER TERMS

13.1. Neither Party has the right to transfer the Agreement to a third party without the consent of the other Party. However, this does not limit the Contractor's right to use subcontractors.

13.2. The Assignment and the Agreement shall be governed by Finnish law, excluding its provisions on conflict of laws.

13.3. Any disputes arising from the Assignment or the Agreement shall be primarily resolved through negotiations between the Parties. If the dispute cannot be resolved through negotiations, it shall be resolved by arbitration with one (1) arbitrator in accordance with the expedited arbitration rules of the Central Chamber of Commerce. The place of arbitration shall be Seinäjoki, and the language shall be Finnish. Notwithstanding the above, the Contractor has the right to collect receivables in the competent district court.