



GENERAL CONDITIONS OF PURCHASE OF WALKI GROUP OY

1. General

- 1.1. Except to the extent otherwise agreed in writing by authorized representatives of each Party, these General Conditions of Purchase (hereinafter called the “General Conditions”) shall apply to each and every order (hereinafter called the “Order”) placed by Walki Group Oy or any of its affiliates (hereinafter collectively called “Walki”) to its suppliers (hereinafter individually called the “Supplier”) for the delivery of goods and/or performance of services (hereinafter called the “Products”) specified in the Order and are binding on the Supplier by reference made in the Order or – in case the Supplier is in a permanent business relations with Walki– without any references. Walki and the Supplier shall individually be referred to as a Party and collectively as the Parties.
- 1.2. These General Conditions together with the Order and any attachments, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference constitute the entire and exclusive agreement (hereinafter called the “Agreement”) between Walki and the Supplier and supersedes any previous agreements concerning the delivery of Products.

2. The Orders

- 2.1. A valid and binding contract shall be considered to be made between Walki and the Supplier when (i) an Order from Walki to the Supplier is accepted by the Supplier in writing, (ii) the Supplier commences the performance of the Order, or (iii) the Supplier undertakes any other conduct that recognizes the existence of a contract between the Parties with respect to the Order. All Orders are expressly and exclusively subject to and limited to the terms stated in the Agreement. If any Order shall be deemed an acceptance of a prior offer by the Supplier, such acceptance is limited to the express terms contained in the Agreement. However, an Order shall not operate as a rejection of the Supplier’s offer unless it contains variances in the terms on the description, quantity, price, or delivery schedule of the goods or services. Any order confirmation by the Supplier that differs from the Order and/or the Agreement represents a new offer and is hereby rejected, unless it has been accepted by an authorized representative of Walki in writing. Walki can place the Order by post, email, fax or in other agreed form.
- 2.2. The Order will include in particular:
 - i) a definition of the Products,
 - ii) the quantity of Products,
 - iii) the place of delivery of the Products,
 - iv) the agreed price of the Products or factors on the basis of which the price of the Products is calculated,
 - v) the date of delivery of the Products,
 - vi) the attachments, specifications, drawings, notes, instructions and other information specifying characteristic of the Products or a reference to such documents,
 - vii) other conditions concerning the Products.

3. Quality and Control Procedures

- 3.1. All Products delivered to Walki by the Supplier based on the Order must conform to the conditions specified in the Agreement, be suitable for their intended use, including interoperability with Walki’s equipment and be of merchantable quality.

- 3.2. The Supplier undertakes to keep proper records of its quality control and make sure that the data is readily accessible to Walki, if requested. The Supplier shall send a Certificate of Analyses (CoA) to Walki for all deliveries.
- 3.3. The Supplier shall not, without Walki's prior and express acceptance, make any changes to procedures, material specifications or manufacturing processes which could affect the characteristics and/or performance of the Products.
- 3.4. Walki is entitled to, and shall be given reasonable access to, inspect and/or test Products during manufacture by giving the Supplier reasonable written notice in advance.

4. Delivery

- 4.1. Incoterms 2010 shall apply to all deliveries of the Products. The specific Incoterms 2010 delivery term to be applied is specified in the Order.
- 4.2. The Products shall be delivered according to the agreed delivery term, in the agreed quantity, on the agreed time of delivery and to the agreed place of delivery specified in the Order.
- 4.3. The Supplier shall at its own expense preserve, pack, package and handle the Products to protect them from loss or damage. Without limitation to the foregoing, the Supplier shall observe the requirements of any applicable laws and regulations relating to hazardous Products, including, without limitation, laws and regulations regarding its accompanying information, packing, labeling, reporting, handling, carriage and disposal.
- 4.4. The Supplier shall include with each delivery of Products a packing list identifying the Order, a description of the Product, a Certificate of Analyses (CoA) and the quantity of each of the Products, as well as the date of shipment.
- 4.5. The Supplier shall immediately notify Walki if the delivery of the ordered Products is delayed or is likely to be delayed.
- 4.6. Walki has no obligation to accept and take delivery of the Products until the Products comply with the Order. Partial fulfilment of the Order is accepted only with Walki's prior written consent.
- 4.7. Time of delivery as stated in the Order is of the essence. If the Supplier for any reason does not meet the time of delivery as to all goods or services ordered, Walki reserves the right without liability to terminate the contract by notice to the Supplier as to Products not yet shipped, and to purchase substitute goods or services elsewhere and charge the Supplier with any loss sustained. If Supplier for any reason does not meet the time of delivery as to all of the Products ordered, Walki also reserves the option to either approve any proposed revised delivery schedule, or reduce the total quantity covered by the Order by the amount of omitted shipments and reduce the price pro rata without liability for any such revision or reduction. Deliveries made in advance of the delivery date set forth in the Order are prohibited without Walki's prior written consent. Walki shall have the option to accept or reject any shipments made in excess of or less than the quantity designated in the Order.

5. Inspection and the acceptance

- 5.1. Walki has the right but not an obligation to inspect and test ordered goods and/or services at any time or place, including the period of manufacture, and to make final inspection and acceptance at Walki's plant, notwithstanding any prior inspections or payments. Any payments, testing, inspection, review or acceptance of goods and/or services by Walki shall not release the Supplier from any of its obligations under the Agreement.

6. Price and Payment

- 6.1. Unless otherwise specified in the Order, the price for the Products includes all taxes and other charges such as cost of packaging, excluding local applicable and recoverable VAT.
- 6.2. No increase of the price specified in the Order will be valid without Walki's prior written consent.
- 6.3. Except to the extent otherwise agreed in writing by authorized representatives of each Party, the term of payment shall be 60 days net calculated in each case from the date of Walki's receipt of a correctly issued invoice. The payment is subject to receipt of the Products. A correctly issued invoice must include the number of the Order and packing list. If the invoice is issued incorrectly or Walki is entitled to a discount or other price reduction not included in the invoice, the Supplier shall immediately issue an amended invoice or a credit note.
- 6.4. The price for the Products shall be paid to the bank account indicated by the Supplier in the invoice.
- 6.5. Payment shall be made in the currency specified in the Order.
- 6.6. Walki shall at any time, to the extent permitted by applicable laws, have the full right to set off and apply any amounts owed by the Supplier to Walki against any payment that the Supplier is otherwise required to make to the Supplier.

7. Title

- 7.1. Title to the Products passes to Walki upon delivery of the Products.

8. Warranty

- 8.1. The Supplier expressly warrants all goods or services to be free from defect in design, workmanship and materials, to conform strictly to applicable specifications, drawings, and approved samples, if any; to be fit and sufficient for the purpose intended, and to be merchantable, and to be produced in accordance with best practices in the relevant industry. Such warranties shall be in addition to all other warranties, express, implied and statutory and, together with all service warranties of the Supplier, shall run to Walki, its successors, assigns and customers. Payments, inspections, tests, or acceptance of any goods or services shall not constitute a waiver of any breach of warranty.
- 8.2. In the event of breach of warranty, Walki, at its option without waiving its right to damages, either return for credit or require prompt correction or replacement of the defective or nonconforming Products on terms satisfactory to Walki. All returns hereunder shall be at the Supplier's expense.
- 8.3. The Supplier warrants that the Products sold hereunder, and the use of such Products by Walki or its customers, will not infringe any patent, copyright, trademark or any other intellectual property right of a third Party.

9. Indemnification and Insurance

- 9.1. The Supplier agrees to indemnify, defend and hold Walki, its successors and assigns harmless from any and all costs, damages, and costs (including reasonable legal costs) by virtue of the Products being defective in workmanship or quality, or for any other breach of warranty, including (without limitation) any third-party claims relating e.g. to intellectual property infringement and product liability claims as defined in Directive 2001/95/EC of the European

Parliament and of the Council of 3 December 2001 on general product safety, resulting from the sale of Products to Walki, the processing or sale by Walki of Products or other goods manufactured using Products (“Claims”).

- 9.2. The Supplier shall not be liable to Walki for any Claim that was entirely attributable to the Supplier’s compliance with written instructions or information given by Walki or with use of the materials provided by Walki.
- 9.3. Any Claims by Buyer shall be notified in writing to the Supplier within one (1) month after the Buyer becomes aware of the grounds for the Claim. A Claim shall, however, not be made later than one (1) year from the date of delivery unless such claim relates to infringement of intellectual property rights or product liability as contemplated in Clause 9.1.
- 9.4. The Supplier shall at all times maintain an insurance with a reputable insurance company against liability for bodily injury (personal injury) and damage to property caused to a third party. Such insurance shall fully cover the potential damage. At Walki’s request Supplier shall provide a proof of such insurance.

10. Assignment, Subcontractors and Employees

- 10.1. The Supplier may not assign any of its rights or obligations under the Agreement to a third party without Walki’s prior written consent.
- 10.2. The Supplier may not subcontract any of its main rights or obligations under the Agreement without Walki’s prior written consent.
- 10.3. The Supplier is fully responsible for its subcontractors, employees and other persons acting in the name or on behalf of the Supplier, including for their use of equipment and for all other aspects of their acting on the premises of Walki or premises indicated by Walki.

11. Confidentiality

- 11.1. During the term of the contract and thereafter for a period of five (5) years, the Supplier shall keep in strictest confidence all Confidential Information or trade secrets received from Walki in connection with the Agreement and not use said Confidential Information or trade secrets for any other purpose than the implementation of the Agreement. “Confidential Information” shall mean Walki’s or an Affiliate’s confidential and/or proprietary information, such as technological and technical knowledge, expertise, experience, know-how, inventions, samples, data, instructions, product data, techniques, processes, drawings, specifications, personal data, economic information and other information, which is marked or notified as being confidential or would, in the exercise of reasonable judgment under the circumstances be considered Confidential Information. The obligations referred to herein shall not apply to Confidential Information, which the Supplier by written records can demonstrate (i) was in its possession prior to the first receipt thereof from Walki and/or (ii) which at the date hereof or thereafter becomes a matter of public knowledge without breach of this contract and/or (iii) which is obtained from a third party under circumstances permitting its disclosure to others. No right or license, express or implied, to Walki’s Confidential Information or trade secrets is granted or assigned to the Supplier hereby. Nothing in this section shall restrain the Supplier from disclosure of Confidential Information to the extent that such disclosure is required by law or applicable securities markets rules and regulations.

12. Intellectual Property Rights, Personal Data, Licenses and Permits

- 12.1 Any data, information, specifications and/or documentation furnished by Walki to the Supplier as well as any intellectual property rights related thereto shall be Walki's sole property and shall vest solely with Walki, and no rights to such data, information, specifications and/or documentation or any intellectual property rights related thereto shall be granted to the Supplier.
- 12.2 The Supplier shall (i) not use Walki's personal data for any purpose other than that of rendering the goods and/or services to Walki; (ii) at its own cost take appropriate technical and organizational measures to safeguard against unauthorized and unlawful processing of Walki's personal data; (iii) promptly provide such information and assistance to Walki, as required by applicable data protection legislation or as Walki may reasonably request; (iv) provide Walki with reasonable detailed written data breach notification without undue delay of its discovery of any loss, unauthorized access, breach or violation of Walki's personal data being maintained or stored by the Supplier; (v) return, or, if Walki so specifically elects, destroy Walki's personal data upon (a) Walki's request, or (b) when Walki's personal data is no longer required by the Supplier for the provision of the goods and/or services to Walki; and (vi) allow for and contribute to audits, including compliance and data privacy audits and inspections, conducted by Walki or third-party auditor mandated by Walki.
- 12.3 The Supplier shall maintain all necessary permits, licenses, registrations and filings needed for its operations and delivery of the goods and/or services to Walki. The Supplier represents and warrants that the Supplier, its affiliates, officers, directors, employees, agents, subcontractors, consultants, and representatives will perform all of their obligations under the Agreement in compliance with all (a) applicable laws and regulations, as may be amended or implemented from time to time, including, without limitation, those pertaining to anti-corruption (example: UK Bribery Act 2010 and U.S. Foreign Corrupt Practices Act), competition, regulation of trade, environment (example: U.S. Lacey Act. 16 U.S.C. 3371, *et seq.* and the European Regulation 995/2010), transportation, safety, health (example: European Regulation 1907/2006 REACH and the United States Chemical Control Law known as "TSCA"), privacy (example: General Data Protection Regulation (EU 2016/679), customs, and employment that apply to Walki, the Supplier, either Party's business, and the goods and/or services to which these General Conditions and/or any Order relate; and (b) standards of business conduct that are consistent with Walki's Supplier Code of Conduct. The Supplier shall promptly provide Buyer with any documentation and/or certifications reasonably requested by Walki for compliance purposes.

13. Governing law and dispute resolution

- 13.1. These General Conditions as well as any other terms and conditions that form the Agreement shall be governed by, interpreted and construed in accordance with the laws of Finland, without, however, giving effect to the rules on conflict of laws within such jurisdiction.
- 13.2. Any dispute, controversy or claim arising out of or relating to the 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 Emergency Arbitrator provisions shall not apply. The number of arbitrators shall be three and the seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

14. Severability

- 14.1 If one or more of the provisions of the Order or these General Conditions or a portion thereof, are held invalid or unenforceable, all the remaining portion of such provisions of the Agreement shall remain in full force and effect, provided that such provisions shall not be applied to defeat the intent of the Parties. The Parties shall replace the illegal,

invalid, or unenforceable provisions with provisions that will be valid and will have an as close meaning to the replaced ones as possible.

15. General provisions

- 15.1. In case Walki or the Supplier shall be unable or fail at any time to fulfil its obligations under the Agreement as a result of fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), riot, act of God or the public enemy, act of terrorism, action of any governmental authority or any other contingency, delay or failure or other cause beyond the control of the Party affected, the Party shall not be liable to the other Party for failure to fulfill such obligations during the period of such disability. The delay or other non-performance of a sub-contractor shall be regarded as force majeure only if it is caused by a circumstance constituting force majeure hereunder. The Party wishing to claim relief by reason of any of the aforesaid events shall immediately give the other Party a notice in writing of the cause and estimated duration of the delay.
- 15.2. All later amendments and agreements related to the Agreement and these General Conditions are valid only if confirmed in writing by both Parties.
- 15.3. The only official version of these General Conditions is the version in English. Any translations of these General Conditions are only for information purpose. In case of any discrepancies between the official English version and any version translated to a different language the English version shall prevail.
- 15.4. In the event of any conflict in provisions of these General Conditions and provisions of the Order or other documents constituting the Agreement, the following order of precedence shall govern such conflict:
 - 1) Order
 - 2) General Conditions
 - 3) other documents (attachments, specifications, drawings, notes, instructions and other information).
- 15.5. In the event of conflict in the provisions of a written agreement signed between the Parties and the provisions of these General Conditions, the provisions of the written agreement shall prevail.