

**1. SCOPE OF APPLICATION**

- 1.1 These general terms of contract shall be applied to the agreed work or service (hereinafter referred to as the Commission) provided by Eurofins Electric & Electronics Finland Oy (Company), to the entity ordering the Commission (Client, both Company and Client hereinafter the Parties).
- 1.2 The offer to which these general terms of contract are attached shall be valid for one (1) month from the date of the offer.
- 1.3 The Contract cannot be transferred to a third party unless the other Party has accepted the transfer.
- 1.4 No modification in or addition to provisions in these terms shall be valid unless agreed in writing and accepted by both Parties. Modifications or additions not agreed in writing by both Parties shall be null and void.
- 1.5 The Company shall perform the Commission as set forth in the offer, order and in the possible confirmation of order. In case the order deviates from the offer, the order shall be confirmed in writing. The Contract concerning the Commission shall be deemed concluded once the Company has confirmed the Client's order in writing or when the Client has accepted the Company's offer as such and without any modifications or additional requirements. The Parties may also conclude a separate commission contract where the contents of the Commission are agreed upon more precisely. The contract documents as a whole shall herein be referred to as Contract, regardless of their form.
- 1.6 If the contract documents have contradictory contents, they shall be valid in the following order: 1) separate commission contract, 2) confirmation of order, 3) offer, 4) order, 5) special terms of contract of the Company referred to in writing in the contract documents, 6) these general terms of contract and 7) request for offer.

**2. PAYMENTS**

- 2.1 The payment of the Commission shall be agreed upon in the Contract. The price shall be stated in euros.
- 2.2 Value Added Tax (VAT) and any other taxes, duties or charges imposed by authorities outside of Finland shall be added, when applicable, to the price. Furthermore, the currently valid invoicing charge of the Company shall also be added to the invoices.
- 2.3 If the objective or schedule of the Commission is modified after the entry into force of the Contract concerning the Commission or if any essential modifications, stated jointly by the Parties, occur in the cost level during the validity period of the Contract, the payments shall be adjusted accordingly from the date the modifications take place.
- 2.4 If not otherwise agreed the Company shall invoice the Client monthly based on work concluded.
- 2.5 The Company shall, however, always be entitled to deliver the results cash on delivery.
- 2.6 The Company shall be entitled to detain the results of the Commission until the Client has fulfilled his obligation for payment.
- 2.7 If no other payment terms agreed, invoices shall be paid within 14 days of date of invoice. The interest on overdue payments is the interest according to the Finnish Interest Act (20.8.1982/633). Possible debt collection charges shall be added to the invoice. All remarks to the invoice shall be made within 8 days.
- 2.8 The Company shall be entitled to suspend performance of a Commission in case the Client has not paid invoices on their due dates.

**3. CONFIDENTIALITY AND PERSONAL DATA**

- 3.1 The Parties shall, even after the termination or expiration of the Contract, keep confidential the trade secrets and any other confidential information obtained from the other Party in connection with or related to the Commission. The obligation for confidentiality shall end ten (10) years after the termination or expiration of the Contract, unless a shorter time is agreed upon in the Contract.
- 3.2 Regardless of the obligation of confidentiality the Company has a right to give confidential information to its subcontractors, provided that they accept confidentiality obligations similar to those contained herein.
- 3.3 The Parties agree not to disclose to each other personal data (EU general data protection regulation 2016/679) without entering into a separate written agreement for such purpose, except for necessary personal data of persons participating in the implementation of the project or conclusion of the Contract which the Party is legally entitled to disclose.

**4. OWNERSHIP AND RIGHT OF USE**

- 4.1 The final written deliverables which are generated under the Commission (such as but not limited to undersigned test reports, certificates, calibration certificates) which are supplied by the Company to the Client, belong to the Client. All other material shall remain the property of the Company. The Client shall not have the right to modify or otherwise alter the final deliverables supplied to the Client by the Company and the said final deliverables shall be used only as such and/or in accordance with instructions given by the Company.
- 4.2 Information and material generated outside the Commission (background) and supplied by one Party to the other Party, shall belong to the supplying Party.

- 4.3 Each Party is entitled to use the background of the other Party that the former has obtained for the Commission, only for carrying out tasks within the scope of the Contract.
- 4.4 The devices and instruments acquired for the Commission by the Company shall be the property of the Company.
- 4.5 The Company shall be entitled to use the expertise and experience originating from the Commission also in its work and activities irrespective of the Commission and the contract.
- 4.6 The ownership of the material belonging to the Client according to chapter 4.1 shall be transferred from the Company to the Client when the Commission has been fully paid for.

**5. DOCUMENTS AND TEST MATERIAL**

- 5.1 The Company shall return the documents obtained from the Client only if so agreed upon in writing when the documents were given to the Company.
- 5.2 The test material, samples or specimens delivered by the Client shall be kept one (1) month from the date the deliverables were given to the Client. The Client shall not be entitled to compensation if the appropriate execution of the work has required measures resulting in destruction, deterioration, or decrease of the test material or test item.

**6. THE RIGHTS AND OBLIGATIONS OF THE COMPANY**

- 6.1 The Company shall carry out the work within the agreed schedule. If no schedule has been agreed upon, the work shall be carried out without undue delay.
- 6.2 The Company shall carry out the tasks defined in the contract using reasonable skill, care and diligence. The Company shall ensure that the personnel carrying out the work has suitable competence. The Client has to invoke a defect of the performance of the Commission in writing within two (2) of the delivery of the deliverables. In case of defect, the Company has the right in first place to correct or replace the performance of the Commission.
- 6.3 The Company is entitled to use subcontractors for carrying out the work, unless otherwise agreed upon in writing.
- 6.4 The Company shall have the right to suspend delivery when the delay is caused by force majeure, or by the Client, a cause independent of the Company, or a cause the Client is responsible for. The Company must without delay notify the Client about force majeure and its effects and expiry of force majeure.
- 6.5 The Company is entitled to prolong the delivery time, adjust the pricing or cancel a Commission also for other exceptional reasons hindering the Commission, such as a material defect in purpose-built special equipment elementary for the performance of the Commission, if the problem can not be reasonably solved or avoided.
- 6.6 If damage is caused to the Company or Company's work is changed, delayed or suspended because of the Client, or the Client is responsible for the cause, the Company shall be entitled to compensation for the resulting expenses and damage.

**7. THE RIGHTS AND OBLIGATIONS OF THE CLIENT**

- 7.1 The Client shall have the right to follow the progress of the Commission.
- 7.2 The Client shall give the Company all necessary data and information needed for carrying out the work and necessary equipment and other resources which may be agreed upon separately.
- 7.3 If the work is carried out in the premises of the Client or in other premises that are under the Client's responsibility, the Client shall be responsible for the health and safety at work of the employees of the Company and employees of possible third parties.

**8. RESCHEDULING, SUSPENSION OR CANCELLATION OF COMMISSION**

- 8.1 By the Client's request the Company may reschedule an agreed Commission. Rescheduling shall always be subject to payment of the associated extra cost incurred by the Company. If the Commission is postponed by more than one (1) month, the Company shall additionally invoice the Client for an arrangement fee. The amount of the fee depends on the period of time between the time on which the rescheduling was agreed upon and the original agreed time on which the performance of the Commission was scheduled to start as follows: 1) 7 to 14 working days before the start, fee is 10%; 2) 3 to 6 working days before the start, fee is 20%; 3) less than 3 working days before the start, fee is 30%. The arrangement fee is calculated on the agreed total price for the Commission. If the Commission is postponed by more than two (2) months, the Commission shall be considered cancelled. Resuming such Commission shall be considered a new Commission.
- 8.2 The Client may temporarily suspend a Commission already started by a written notice to the Company. The Company shall be entitled to invoice the Client for any extra cost related to the suspending and resuming the Commission. In case the suspension continues for more than one (1) month, the Company shall be entitled to invoice all work done until the suspension date and any accrued cost. The suspension shall, based on its duration, be considered either a rescheduling or a cancellation of a Commission.

8.3 The Client may cancel an agreed Commission by written notice to the Company. The Company shall be entitled to invoice the Client for any cost related to the preparation for or commenced performance of the Commission. The Company shall additionally invoice the Client an additional arrangement fee. The amount of the fee depends on the period of time between the cancellation and the original agreed time on which the performance of the Commission was scheduled to start as follows: 1) 7 to 14 working days before the start, fee is 25%; 2) 3 to 6 working days before the start, fee is 40%; 3) less than 3 working days before the start, fee is 100%. The arrangement fee is calculated on the agreed total price for the Commission.

## 9. THE PUBLICATION OF THE DELIVERABLES

- 9.1 The owner of the final deliverables is entitled, in its sole discretion, to publish the final deliverables, in their entirety. Any partial publication of the deliverables is subject to prior written consent of the Company.
- 9.2 When publishing the deliverables of the Commission, the name of the Company shall be mentioned in an appropriate manner.
- 9.3 The Client shall be entitled to use Company's name or logotype in advertising or in other sales promotion only with a prior written consent of the Company. Company's applicable rules and instructions on the use of its name and/or logotype shall apply accordingly.
- 9.4 For correcting or verifying potential incorrect, misleading or otherwise imperfect claims or statements presented in public the Company shall have the right to give information on the Commission to a third party requesting for it to the extent needed to correct or verify such incorrect, misleading or otherwise imperfect claims or statements.

## 10. COMPANY'S LIABILITY

- 10.1 The Company shall be liable for carrying out the work as stipulated in the Contract. The Company shall be liable for the work of a subcontractor.
- 10.2 The Company shall be liable for the direct damage suffered by the Client as a result of Company's negligent or intentional act or omission.
- 10.3 The liability of the Company shall in all cases be limited to the price payable for the Commission. The Company shall not be responsible for any indirect damage or consequential losses.
- 10.4 The Client shall be solely and exclusively liable for the use and exploitation of the deliverables of the Commission.
- 10.5 Unless otherwise agreed, the liability of the Company shall expire six (6) months after the delivery of the deliverables. If the delivery has not taken place at the agreed moment due to a delay caused by the Client, the above-mentioned period shall start on the latest day the delivery should have taken place.
- 10.6 Any claim shall be presented within six (6) months from the date Company's liability expires at the risk of the Client losing its right to compensation.
- 10.7 The Client shall indemnify and hold the Company harmless from any claims related to product liability.

## 11. FORCE MAJEURE

- 11.1 Force majeure is an event that prevents, or makes unduly difficult, the performance of the work within the agreed schedule. Such events shall be war, rebellion, natural catastrophe, general interruption in energy distribution, fire, pandemic, change in national or EU regulation impeding the activity of the Company, strike, embargo, or some other equally significant and unusual event independent of the Parties. The delay of a subcontractor caused by the above-mentioned events is also considered force majeure.

## 12. SANCTIONS

- 12.1 The Client warrants that: a) it is not the target of any Economic Sanctions; b) to the best of its knowledge, it is not controlled or beneficially owned by any person subject to Economic Sanctions; c) it shall comply with all Economic Sanctions Laws.; d) it is not engaged in any proceedings or subject to any investigations from authorities for the alleged breach of any Economic Sanctions Law. Without limiting the generality of the foregoing subsection c), Client shall not (i) directly or indirectly export, re-export, transship or otherwise deliver the deliverables or any information pertaining to the Commission or any portion of the services in violation of any Economic Sanctions Law, or (ii) broker, finance or otherwise facilitate any transaction in violation of any Economic Sanctions Law
- 12.2 The Client warrants that, in relation to any Economic Sanctions, the Client shall indemnify Company and Company's group companies against any losses, liabilities, damages, fines, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Company or Company's group company or Client as a result of any breach of this Clause 12 by the Client.
- 12.3 Without affecting any other right or remedy available to it, Company may terminate the Contract with immediate effect by giving written notice to the Client if the Client commits a breach of any of the provisions of this Clause 12, and the Client shall not be entitled to claim compensation or any further remuneration for such termination.
- 12.4 For the purpose of this Clause 12: "Economic Sanctions" means any economic

Sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government. "Economic Sanctions Law" means any law, regulation or decision enacting Economic Sanctions.

## 13. TERMINATION OF CONTRACT

- 13.1 If a Party essentially breaches the terms of the Contract, the other Party shall have the right to terminate the Contract.
- 13.2 If the Client breaks the terms of the Contract, the Company shall be entitled to temporarily suspend the work instead of termination until it is determined whether the breach of the Contract leads to termination of the Contract.
- 13.3 The Company shall have the right to terminate the Contract if the Client is obviously insolvent or is filed for bankruptcy or liquidation or any other arrangement for the benefit of its creditors.
- 13.4 Each Party shall have the right to terminate the Contract if the fulfilment of the Contract as a result of continued force majeure becomes impossible or is essentially delayed or delayed for over 12 months.
- 13.5 In the case of early termination, the Client shall pay the Company for the part of the work acceptably performed up to the date of termination, or if it is agreed that the Company shall continue the work, up to the date the work was finalized.
- 13.6 The Company shall be entitled to compensation for the expenses and damage due to the early termination if the termination is caused by the Client or a cause it is responsible for.

## 14. DISPUTES

- 14.1 Any disputes arising out of the Contract which cannot be solved amicably shall be submitted:
- in case the Parties are established or incorporated in the EFTA or EU states, to the District Court of Helsinki (court of first instance),
  - in case any of the Parties is established or incorporated outside the EFTA and EU states, to arbitration procedure and shall be finally settled under the Arbitration Rules of the Arbitration Institute of the Finland Chamber of Commerce by one arbitrator appointed in accordance with said rules.
- 14.2 The Contract shall be subject to Finnish law, except for its rules on conflict of laws.