

General Terms and Conditions of Purchase

Unless otherwise agreed in writing, the following terms and conditions ("General Terms") shall apply to the purchase of any materials, products, equipment and related documentation and any services by Teknikum Group Ltd or its affiliates from the supplier.

Any modification or deviation to these General Terms must be agreed in writing. Teknikum will reject any other terms and conditions which are forwarded or referenced after an Order (as defined below) has been placed unless specifically accepted by Teknikum in writing.

These General Terms together with an Order form the Contract between Teknikum and the supplier.

1. Definitions

"General Terms": These General Terms and Conditions of Purchase by Teknikum.

"Goods": Materials, products, equipment and related documentation being purchased or to be supplied as specified in an Order.

"Services": Any kind of Services provided by the Supplier either together with Goods or independently being purchased or to be supplied as specified in an Order.

"Delivery": Supplying the ordered Goods or Services from the Supplier to Teknikum under the agreed delivery conditions (Incoterms).

"Delivery time": The time agreed for delivering Goods or Services from Supplier to Teknikum.

"Teknikum": Teknikum Group Ltd or any of its affiliates, such as Teknikum Ltd and Teknikum Kft.

"Supplier": Any person or company supplying Goods or Services to Teknikum as identified in an Order.

"Order": Purchase order placed by Teknikum to Supplier covering the supply of certain Goods or Services by the Supplier.

"Contract": The whole purchasing agreement between Teknikum and Supplier formed by these General Terms together with an Order and possible Frame Contract between the parties.

"Frame Contract": Supply agreement between Teknikum and the Supplier reaching beyond a single Order.

"INCOTERMS": Incoterms 2020 version of rules of trade for the sale of Goods.

2. Confirmation of an Order

The Supplier shall confirm in writing an Order made by Teknikum within three (3) working days from the receipt of an Order. If the Supplier fails to confirm or reject an Order within the given time, the Order shall be deemed to be accepted by the Supplier.

The confirmation of an Order shall confirm the terms of the Order as such. Any additional or deviating terms (such as the supplier's

general terms and conditions) added or attached to the confirmation by the Supplier are void, unless Teknikum expressly accepts the additions or deviations.

3. Prices and payment

The prices are specified in an Order of Frame Contract and shall include all public charges determined by the relevant authorities with the exception of value added tax. The agreed prices are fixed prices and shall exclude additional claims of any kind.

Unless otherwise agreed or stated in the Order or Frame Contract, the payment term shall be sixty (60) days net after the date of invoice. Payment of an invoice shall not constitute acceptance of the Delivery. Teknikum may reject an invoice for received Goods or Services that are defective. If the Goods or Services are faulty, Teknikum shall be entitled to withhold the payment proportionately to the value until the Delivery has been duly performed according to the Order and the Contract.

4. Export Control Rules and the Origin of Goods

The Supplier undertakes to specify all parts and components included in a delivery that are subject to export limitations in writing to Teknikum before Teknikum places an order, if possible. The Supplier undertakes to ensure that the Goods are used and transferred in accordance with international export control rules.

The Supplier shall prove the origin of the Goods and provide customary certificates required by the customs.

5. Packaging

The Goods shall be packed in an appropriate way to prevent damages to the Goods during the shipment from loading to unloading. Packaging materials are only to be used to the extent necessary to achieve this purpose. The packaging material used must be environmentally friendly.

The packages shall be clearly marked with relevant markings, such as the delivery address, order reference, type of Goods and the necessary "danger" markings.

6. Delivery and Delivery Delays

Unless otherwise agreed or stated in the Order or Frame Contract, the Delivery term for Goods shall be DAP (INCOTERMS) to the Delivery point specified by Teknikum in the Order.

The Delivery dates agreed are binding. Receipt of the Goods is the point of Delivery which Teknikum uses in on-time-arrival performance registering.

Teknikum is not obligated to receive a delivery that deviates from the Contract. The Supplier may not deliver the Goods before the agreed delivery date without Teknikum's consent.

If the Supplier suspects that a Delivery date agreed upon cannot be met for any reason, the Supplier shall inform Teknikum without delay stating the reasons and the anticipated duration of the delay in writing.

If the Supplier fails to meet the agreed Delivery time, Teknikum shall be entitled to impose a penalty of 0.5% of the total value of the Order per working day until the date of actual Delivery.

Maximum amount of late Delivery penalty is 15% of the total value of the Order. If the Delivery is still late after the maximum late Delivery penalty threshold has been met, Teknikum has the right to terminate the Contract with immediate effects.

7. Drawings and Specifications

Both parties are liable for the correctness and accuracy of plans, drawings, documents, and information given by the respective party.

The Supplier undertakes to review the plans and drawings provided by Teknikum carefully and inform Teknikum in writing of any inconsistencies, defects or lacks detected in such review. If the Supplier fails to conduct the review, the Supplier does not have a right to plea to a fact or circumstance that should have been detected if the Supplier had conducted the review carefully.

8. Force Majeure

Neither party shall be liable to the other party for failing to fulfill its obligations as a result of circumstances beyond its reasonable control, including without limitation fire, explosion, accident, strike, lockout, flood, drought, embargo, war (whether declared or not), epidemic, riot or the public enemy, action of any governmental authority, general shortage of material or transportation, or the delay or non-performance of a sub-contractor due to the above reasons.

If a force majeure event is present, the affected party must promptly notify the other party of the force majeure event, use all reasonable endeavors to eliminate or minimize the delay and continue to fulfill its obligations to the extent that they are not affected by the force majeure event.

If a force majeure event exceeds a continuous period of sixty (60) days, the non-affected party shall have the right to terminate the Contract with immediate effects.

9. Warranties, guarantee, quality

The Supplier warrants that all Goods and Services conform to the specifications, standards and requirements defined in the Order and comply with all applicable laws, regulations, latest technical standards and generally recognized professional practices and that the Goods are new and of good and merchantable quality. The Supplier ensures that it is in position to transfer the title of the Goods to Teknikum and the Goods are free from defects in design, material and in fabrication and fit the intended purpose of which Teknikum has informed the Supplier. The Supplier is responsible for carrying out the necessary inspections and tests in order to guarantee the quality requirements and deliver inspections and test reports and certificates at Teknikum's demand.

The Supplier shall grant a twenty-four (24) months guarantee period for the Goods, commencing from the date of Delivery.

Teknikum promptly informs the Supplier about any obvious defects of the Goods or Services in writing as soon as these are identified in the normal course of business. Teknikum shall inspect incoming Goods for any transport damage within ten (10) working days following the Delivery.

If the Goods or Services are defective, Teknikum may choose to remedy the defects at the Supplier's cost or Teknikum may reject the defective Goods or Services and deduct the price of defective Goods or Services from any invoice of the Supplier.

10. Indemnity and Limitation of Liability

The Supplier warrants that the Goods do not infringe any protected rights of third parties, in particular patents, licenses or any other trademark rights of third parties.

The Supplier agrees to indemnify and hold harmless Teknikum for all losses, liabilities, damages and expenses (including without limit court costs and reasonable attorneys' fees) in connection with any claim or action brought by any third party for actual or alleged infringement by the Supplier of any intellectual property right, to the extent attributable to specifications, design, and/or models, parts or materials or other information furnished by the Supplier to Teknikum.

11. Intellectual property rights, confidentiality

Teknikum's Intellectual property rights ("IPR") including without limitation patents, designs, copyrights, trademarks and any other form of statutory protection shall remain the sole property of Teknikum. Under no circumstances shall title, ownership or any other rights to the IPR of Teknikum and its customers be transferred to the Supplier in connection with the execution of an Order.

The terms and conditions of the Contract and all information supplied or disclosed by Teknikum to the Supplier for the purposes of or in connection with the performance of the Supplier's obligations under any Order or the Contract, including without limitation any trade or business secrets, know-how, specifications, procedures, technical and commercial information, documents and data, shall be treated as confidential by the Supplier and the Supplier shall not disclose such information to any

third party without Teknikum's prior written consent. Such information shall be used exclusively for the performance of the Contract, or for the purpose of preparing offers or quotations to Teknikum. The obligations in this Section shall survive the expiry or termination of the Contract.

Only with written consent the Supplier may use Teknikum as a reference to third parties.

12. Liability insurance

The Supplier undertakes to maintain during the term of the Contract a sufficient general liability insurance that is a minimum of EUR 500 000 (five hundred thousand). A copy of an insurance certificate shall be provided if requested by Teknikum.

13. Suspension and Cancellation of Order

Teknikum reserves the right to suspend or cancel an Order prior to the Delivery on basis of unexpected changes in the business environment.

In case of suspension, the Supplier shall continue the works and execute the Delivery after a written notification by Teknikum. The new date of Delivery shall be mutually agreed taking into consideration the time required for remobilization.

If the suspension period reaches over three (3) months, Teknikum shall reimburse the Supplier all direct costs and expenses arising from demobilization and remobilization of personnel and working equipment and costs arising from commitments to sub-contractors and suppliers, which could not be reasonably suspended.

If the Supplier, at the time of receiving notice of suspension, has not yet commenced the

production of the Goods, no additional costs shall be charged by the Supplier to Teknikum. In addition, Supplier shall store materials and equipment at its own cost for six (6) months after which Teknikum shall reimburse reasonable costs and expenses arising from storage for the following months.

In case of cancellation Teknikum shall compensate Supplier against proper documentation all direct costs and expenses incurred prior to the date of cancellation, which cannot be reasonably avoided, including cost of work performed, transportation costs and any customer specific materials, and which cannot be reasonably used for other purposes by Supplier. Supplier undertakes to use all commercially best efforts to mitigate the costs and losses resulting from cancellation.

14. Termination

Teknikum has a right to terminate the Contract partly or in its entirety with immediate effects in case:

- a) the delivery of Goods or part of the Goods has delayed over 30 (thirty) days or there is justified reason to expect that delivery will be delayed for over 30 (thirty) days;
- b) a force majeure event exceeds a continuous period of sixty 60 (sixty) days;
- c) a defect, fault or deficiency in the Goods has not been corrected within thirty (30) days or other separately agreed timeframe after Teknikum has informed the Supplier of such defect;
- d) the Supplier or its group companies materially or continuously violates the

- law, environment, health or safety;
- e) the Supplier is unable to pay its debts generally as they fall due;
 - f) a petition for bankruptcy, reorganization proceedings or loan arrangements, liquidation or other similar proceedings has been filed by the Supplier or a third party against the Supplier;
 - g) there is a significant change in the ownership of the Supplier;
 - h) the Supplier is acquired by or merged with any third party or any change of control occurs; or
 - i) the Supplier has committed a material breach of the Contract and has not corrected the breach within thirty (30) days after Teknikum informed the Supplier of the material breach.
- Any dispute, controversy or claim between Teknikum and the Supplier arising out of or relating to this Contract, or the breach, termination or validity thereof, that cannot be settled otherwise shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The seat of arbitration shall be Helsinki, Finland. The number of arbitrators shall be one. The language of the arbitration shall be English.

15. Assignment

The Supplier may not assign or transfer all or any of its rights and/or obligations under the Contract without the prior written consent of Teknikum.

16. No waiver

The waiver by either party of a breach of this Contract by the other party shall not be deemed to be a waiver of any subsequent breach.

17. Governing law and disputes

The contractual relationship is governed by Finnish law, excluding its choice of law rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.