

## CLYDE INDUSTRIES EUROPE OY GENERAL TERMS AND CONDITIONS FOR SALE OF GOODS

### 1. THE CONTRACT

The contract shall be comprised of the following terms and conditions, together with such terms and conditions as are set forth in Seller's written proposal or quotation, including any documents, drawings or specifications incorporated therein by reference, and any additional or different terms proposed in Buyer's Order which has been accepted by Seller in writing (the "**Contract**"), which together shall constitute the entire agreement between the parties. Preprinted terms on Buyer's purchase order or invoice shall not apply unless otherwise agreed. An offer by Seller in its proposal or quotation that does not stipulate an acceptance date is not binding. This Contract shall be deemed to have been entered into upon written acknowledgement of Order by an officer or authorized representative of Seller, which may not be modified, supplemented, or waived except in writing, executed by an authorized representative of the party to be bound.

### 2. DEFINITIONS

The term "**Seller**" means Clyde Industries Europe Oy (business ID 1723574-6). The term "Buyer" means the legal entity that has submitted an order to Seller. The term "**Order**" means Buyer's expressed request, whether oral or written, to purchase the Goods from Seller. The term "**Goods**" means all of the products, equipment, materials and related services that Buyer desires to purchase from Seller.

### 3. PRICE

The price quoted in the proposal or quotation given by Seller shall be the purchase price (the "**Purchase Price**"). All related costs, including packing for storage or shipment, freight, insurance, taxes, customs duties and import/export fee, VAT or any other tax, or any other item shall be paid or reimbursed by Buyer unless otherwise agreed. Any field services shall be provided at Seller's standard rates or as separately agreed.

### 4. PAYMENT TERMS

Payment of the Purchase Price shall be made in Euros by electronic funds transfer (ACH or wire transfer) to a bank account specified by Seller and must be received by Seller in full, without set-off or other deduction, not later than 30 days from the date of invoice or by the due date indicated in the invoice (the "**Due Date**"). If Due Date falls on a day which is a Saturday, Sunday or legal holiday in Finland then payment shall be due on the last business day immediately prior to such Saturday, Sunday or legal holiday.

Failure by Buyer to make full payment by Due Date shall constitute a default. In such case, and in addition to any other rights available to Seller under this agreement, any applicable regulation or a court decision, Seller will be entitled to assess interest charges from Due Date upon Buyer for any overdue amounts (as well as on any judgment for the same) until due payment. The penalty interest rate shall be determined in accordance with the Finnish Interest Act (in Finnish: *korkolaki*, 633/1982, as amended).

Seller may, after giving not less than fourteen (14) calendar days' notice to Buyer for non-payment, suspend the carrying out of all or any part of its obligations under this Contract.

All Orders are subject to credit approval by Seller. Whenever reasonable grounds for insecurity arise with respect to due payment from Buyer or with respect to Buyer's financial condition generally, Seller may demand different terms of payment from those specified above and may demand additional assurance of Buyer's due payment at any time. Any such demand may be oral or in writing and Seller may, upon the making of such demand, stop production and suspend shipments hereunder. If within the period stated in such demand, Buyer fails or refuses to agree to such different terms of payment or fails or refuses to give adequate assurance of due payment, Seller may, at its option, treat such failure or refusal as a repudiation of the portion of the Order which has not been fully performed or may resume production and may make shipment under reservation of possession and title and may demand payment against tender of documents of title.

5. ORDER ACCEPTANCE

Buyer's Order is subject to acceptance by Seller, which acceptance is made expressly contingent upon Buyer's agreement to Seller's terms and conditions. Unless otherwise agreed, acceptance of the Order is subject to all terms and conditions set forth herein upon which such terms shall constitute the sole terms and conditions of this Contract. Buyer's assent to all such terms and conditions shall be conclusively presumed (A) when Buyer receives this document, electronically or otherwise, and makes no written objection within ten (10) days of such receipt; or (B) when Buyer accepts all or any part of the Goods reflected by the Order. Seller objects to any terms or conditions that differ from or are additional to those stated herein.

6. SHIPMENTS

Seller may make partial shipments and may invoice for each such partial shipment separately. Each partial shipment will be deemed to be a separate sale however; delay in delivery of any partial shipment will not relieve Buyer of its obligation to accept delivery of remaining shipments.

7. TITLE AND RISK OF LOSS

Title to the Goods shall transfer to Buyer upon Seller's receipt of payment of Purchase Price in full for all the Goods and any related services provided under the Contract. Seller warrants that it will deliver to Buyer title to the Goods free of any liens or claims created or suffered by Seller; provided, however, that Seller will, at its option, retain full ownership and title to the Goods until full payment of Purchase Price is received by Seller from Buyer. Buyer agrees to execute all instruments reasonably required to evidence such retention of ownership and title.

Full risk of loss (including transportation delays and losses) shall pass to Buyer when the Goods are made available in accordance with Section 9, regardless of whether title has passed to Buyer. Loss or destruction of the Goods or any part thereof or injury or damage to the Goods or any part thereof that occurs while the risk of such loss or damage is borne by Buyer does not relieve Buyer of its obligation to pay the Purchase Price.

8. TAXES

Prices quoted by Seller are exclusive of value added tax and other such statutory tax payments unless otherwise indicated. Buyer shall pay all such taxes in full or reimburse Seller for any such taxes paid by Seller.

9. DELIVERY, DELAYS & FORCE MAJEURE

The shipment and delivery of all the Goods shall be FCA Seller's premises or other location expressly agreed (INCOTERMS 2020), and all risk of loss (including transportation delays and losses) with respect to the Goods or any part thereof shall pass to Buyer when the Goods are made available to the carrier.

The estimated date of delivery is based upon Seller's current scheduling. Seller shall use reasonable efforts to meet quoted delivery dates, which are estimated based on conditions known at the time of quotation. Seller reserves the right to make delivery at any time within thirty (30) days before or after the date indicated.

Seller shall not be responsible for any delays in filling the Order nor liable for any losses or damages resulting from such delays, and the Order shall not be subject to cancellation for such delays.

Under no circumstances shall Seller be liable for any nonperformance, loss, damage, or delay due to, but not limited to, such events as war, riots, insurrection, fire, flood, strikes or other labor difficulty, order or directive of any government authority, acts of God, acts of Buyer or its customer, delays in transportation, failures of suppliers or subcontractors, inability to obtain necessary labor or materials from usual sources, or other causes beyond the reasonable control of Seller (Force Majeure). In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended to reflect the length of time lost by reason of such delay. Any additional costs due to such causes shall be submitted to Buyer by a change order for approval upon which Buyer's approval shall not be unreasonably withheld.

Seller shall not be liable for any loss or damage to Buyer resulting from any delay in delivery, or any material delay, impediment or prevention caused by or attributable to Buyer or Buyer's end customer, Buyer's or its end customer's personnel, or other suppliers at site.

Seller shall also be entitled to an extension of time and to additional costs if there is a suspension of the works by Buyer, or a change of the applicable laws or in the judicial or official governmental interpretation of such laws which affect Seller in the performance of its obligations under this Contract. The duty to pay for any outstanding deliverables received from Seller to Buyer and accepted by Buyer shall not be delayed by this clause.

#### 10. ACCEPTANCE AND INSPECTION

Buyer shall inspect the Goods at delivery. Unless Buyer notifies Seller in writing to the contrary within fourteen (14) days from delivery, Buyer shall be conclusively presumed to have accepted the Goods and waived its right to revoke acceptance.

Buyer shall make all claims (including claims for shortages, save for only those provided for under the warranty clause contained herein), in writing within such 14-day period or they shall be considered waived. Any services provided by Seller shall be accepted upon completion. Buyer may not revoke its acceptance. Buyer may reject the Goods only for material defects which substantially impair their value and shall not withhold or delay acceptance of the Goods or taking over of related works for defects which do not prevent Buyer from safe and reasonable commercial operation of the Goods or works. Such defects shall be listed in a mutually agreed list of pending issues, including a mutually agreeable date for their remedy. Buyer's remedy for lesser defects shall be in accordance with Section 14. Warranty. If tests are made by Buyer to demonstrate the ability of the Goods to operate under the contract conditions and fulfill the warranties in Section 14, Buyer is to make all preparations and incur all expenses incidental to such tests. Seller will have the right of representation at such tests at its expense, and the right to technically direct the operation of the Goods during such tests, including requiring a preliminary run for adjustments. In the event that a performance test, trial operation, or taking over is delayed for reasons beyond Seller's control for more than ten (10) days, the respective works shall be considered as tested and taking over shall be deemed to have occurred upon expiry of such 10-day period and a taking over certificate shall be issued or deemed to be issued immediately.

#### 11. INTELLECTUAL PROPERTY INDEMNIFICATION

Seller shall indemnify and hold harmless the Buyer against all actions, third party claims, demands, costs, charges, and expenses arising from or incurred by reason of any infringement of alleged infringement of the intellectual property rights of any third party by the use or possession of the Goods.

However, if the Goods are to be prepared, installed or manufactured according to Buyer's specifications, Buyer shall indemnify Seller and hold it harmless from any claims or liability for intellectual property infringement on account of the sale, installation or manufacture of such Goods.

The parties agree to provide information and reasonable assistance to each other, upon request, to the extent such information and assistance are required by such party to defend against any infringement claim arising under this Section 11. Buyer shall not be entitled to indemnification under this Section 11 as to any claim of infringement concerning which it does not give Seller prompt notice in writing upon learning thereof and full opportunity, at the expense of the Seller, to defend and dispose of such claim of infringement.

If Buyer notifies Seller promptly of the receipt of any such infringement or claim, affecting the use of Goods or related services, Seller shall, at its own expense and option, either:

- a. Settle the claim or any suit or proceeding and pay all damages and costs awarded in it against Buyer
- b. Modify the works so that they become non-infringing
- c. Replace Goods or related works with non-infringing Goods or works
- d. Remove the infringing Goods or items and refund the price

Except for Buyer's right to use the Goods purchased hereunder, the Order, or Seller's acceptance thereof, shall not grant to Buyer any right or license to any intellectual property right owned, controlled by, or licensed to, Seller.

## 12. CHANGES

Buyer may request, in writing, changes in the design, drawings, specifications, shipping instructions, and shipment schedules of the Goods. As promptly as practicable after receipt of such request, Seller will advise Buyer what amendments to the Contract, if any, may be necessitated by such requested changes, including but not limited to amendment of the Purchase Price, specifications or date of delivery. Any changes agreed upon by the parties shall be evidenced by a change order signed by both parties. Seller shall not be liable for any delays that occur due to changes to this Order requested by Buyer.

## 13. CANCELLATION OR TERMINATION

- a. Orders placed by Buyer are not subject to cancellation by Buyer and the Goods delivered and accepted hereunder are not subject to return or cancellation.
- b. Insolvency. Either party shall be entitled to terminate this Contract and any outstanding Statement of Work, and the parties' duties and obligations hereunder and thereunder, on thirty (30) days prior written notice to the other party in the event the other party becomes insolvent or seeks protection, voluntarily or involuntarily, under applicable bankruptcy laws.
- c. Payment Default. This Contract, and the parties' duties and obligations hereunder, may be terminated by Seller upon Buyer's failure to make payment under any undisputed portion of any invoice on Due Date for such invoice and Buyer's failure to cure such delinquency within ten (10) days following receipt of written notice thereof from Seller to Buyer. Seller may not withhold performance if Buyer disputes any invoice or portion of any invoice in good faith and fails to pay such invoice while the dispute is pending. Buyer shall deposit all funds equaling the disputed amount in an escrow account until such time as the dispute has been resolved as per Section 21 hereof.
- d. Termination for Cause. Either party may terminate this Contract at any time, upon forty-five (45) days prior written notice to the other party, if the other party materially breaches any term or condition of this Contract (other than a payment default) and fails to cure such breach within a reasonable period of time. As used in this Contract, a "material breach" shall mean a material misstatement or omission in any representation or warranty of a party, or a breach or default in the performance of any agreement, covenant or obligations of a party hereto which, in any such case, deprives the non-breaching party of a material right or benefits in any material respect. These are sole and exclusive reasons for a rejection by Buyer.
- e. Effect of Termination. In the event of termination, both parties shall be liable for all obligations that accrued prior to termination, including completion of deliveries under any open statement of work unless the non-breaching party elects not to have the open statement of work completed, and for all obligations that survives the termination or expiration of this Contract. Buyer shall further pay to Seller all outstanding payments for works performed until the termination's effective date as well as the cost of equipment and materials reasonably ordered for the work which have been delivered to Buyer, or of which Seller is liable to accept delivery. Buyer shall promptly return any security Seller may have issued after notice of termination, and Seller shall be released from any further warranty obligation.

## 14. WARRANTY

Seller warrants that the Goods or services supplied will be free from defects in material and workmanship and will meet Seller's then current product specifications applied in Seller's normal business practice, unless specifically agreed otherwise in writing, (i) from the date of acceptance or deemed acceptance of the Goods or, if initial operation takes place at a later time, from the date of initial operation, and for a period of twelve (12) months thereafter; or (ii) from the date of tender for shipment of the Goods and for a period of eighteen (18) months thereafter, whichever shall first occur.

Repairs, replacement parts and spares shall be warranted for a period of twenty-four (24) months in the aggregate after such initial repair or, if the repair is performed under this warranty, for the remainder of the original warranty period, whichever is less.

In no event shall the warranty period for the Goods, repairs, replacement parts or spares extend beyond thirty-six (36) months from the date of tender for shipment.

Buyer shall report any claimed defect in writing to Seller immediately upon discovery and in any event, within the applicable warranty period. Seller shall, at its sole option, repair the Goods or furnish replacement equipment or parts thereof at the original delivery point. Seller shall not be liable for costs of removal, reinstallation, or gaining access.

If Buyer or third parties repair, replace, or adjust equipment or parts without Seller's prior written approval, Seller is relieved of any further obligation to Buyer under this section with respect to such equipment or parts.

The repair or replacement of the Goods or spare or replacement parts by Seller under this section shall constitute Seller's sole obligation and Buyer's sole and exclusive remedy for all claims of defects. If Seller refuses to remedy a defect, fails to remedy after a reasonable number of attempts to remedy the defect, or in case of imminent danger, Buyer shall be entitled to remedy the defect at Seller's expense, but not at Seller's risk. All Goods or parts replaced in connection with warranty shall become the property of Seller.

Notwithstanding any other provision contained herein or any other obligation of Buyer, hereunder, Buyer, upon acceptance of the Goods, warrants that Buyer, its successors, assigns, agents and employees are industrial users of such Goods and possess the knowledge and expertise to use the same in accordance with:

- a. accepted industry standards;
- b. all applicable laws;
- c. prudent safety practices; and
- d. operating manuals or other instructions provided by Seller, if any.

SELLER MAKES NO OTHER WARRANTY OR REPRESENTATION OF ANY KIND WITH RESPECT TO THE GOODS OR SERVICES OTHER THAN AS SPECIFIED IN THIS AGREEMENT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

For purposes of this Section 14, warranty shall not include equipment, parts, and work not manufactured, supplied or performed by Seller. With respect to such equipment, parts, or work, Seller's only obligation shall be to assign to Buyer any warranty provided to Seller by the manufacturer or supplier providing such equipment, parts or work.

No Goods furnished by Seller shall be deemed to be defective by reason of normal wear and tear, failure to resist erosive or corrosive action of any fluid or gas, Buyer's failure to properly store, install, operate or maintain the equipment in accordance with good industry practices or specific recommendations of Seller, or Buyer's failure to provide complete and accurate information to Seller concerning the operational application of the Goods. This warranty shall not apply: (i) if the Goods have been maintained, modified, changed or altered by anyone other than Seller; (ii) if the Goods are improperly installed and Seller did not provide the installation services, (iii) if the Goods are being improperly operated and/or used in any way other than as contemplated by its specifications or the applicable statement of work; or (iv) if the damage or defect is caused by fire, flood, wind, lightning or similar occurrences. If any of Buyer's warranty claims fall within any of the above exceptions, then the warranty shall become immediately null and void and shall be of no further force or effect with respect to such Goods and Buyer shall pay Seller's costs of investigating and identifying the problem, and Seller's expenses to repair or correct the problem, based on Seller's then-current charges.

#### 15. LIMITATION OF LIABILITY

Buyer shall have a duty to minimize any damage resulting under this Contract.

Seller shall in no event be liable for any consequential, incidental, indirect, special or punitive damages arising out of the Contract, or out of any breach of any of its obligations hereunder, or out of any defect in, or failure of, or malfunction of the equipment, including but not limited to, claims based upon loss of use,

lost profits or revenue, interest, lost goodwill, work stoppage, impairment of other equipment, environmental damage, nuclear incident, loss by reason of shutdown or non-operation, increased expenses of operation, cost of purchase replacement power or claims of buyer or customers of buyer for service interruption whether or not such loss or damage is based on contract, tort (including negligence and strict liability) or otherwise.

Seller's maximum aggregate liability, including liquidated damages, excluding any further limitations stated within these terms/conditions, under this Contract shall not exceed the amount of the Purchase Price (excluding VAT and all other costs) for the Goods or portion thereof upon which such liability is based. All such liability shall terminate at expiration of the warranty period, if not sooner terminated. The liabilities contained herein are in lieu of and to the exclusion of any other liability, whether written, oral or statutory.

#### 16. MISCELLANEOUS

No waiver, alteration or amendment hereof shall be binding unless made in writing and executed by the party against whom such waiver, alteration or amendment is sought to be enforced. Waiver by either party of any default shall not be deemed a waiver of any other default. This Contract, together with each statement of work and change order issued hereunder (each of which is incorporated herein by reference), sets forth the entire agreement and understanding of the parties with respect to transactions contemplated hereby and thereby and supersedes any and all prior contracts, agreements and understandings of the parties relating to the subject matter hereof and thereof.

#### 17. TECHNICAL DOCUMENTS

Technical documents furnished by Seller to Buyer, such as drawings, descriptions, designs and the like, shall be deemed provided to Buyer on a confidential basis, shall remain Seller's exclusive property, shall not be provided in any way to third parties, and shall only be used by Buyer for purposes of installation, operation and maintenance of the specific equipment which is the subject matter of such documentation. Seller's liability with respect to technical data is limited to such data, which are expressly agreed to be "guaranteed" values. All other technical data are to be used for information only. Seller may deviate therefrom in its detailed design, provided the quality of the works is thereby not affected. Technical documents submitted in connection with a quotation that does not result in an accepted Order shall be returned to Seller upon request.

#### 18. LICENSES AND CONSENTS

If a license or consent of any authority is required for the supply, carriage or use of the Goods by Buyer, Buyer represents and warrants that it has obtained such license or consent and will produce evidence of it to Seller on demand. Buyer is not entitled to withhold or delay payment of Purchase Price in case it has failed to obtain any such license or consent and Buyer will reimburse Seller any additional costs or expenses incurred by Seller as a result of such failure.

#### 19. PRIVACY, DATA PROTECTION

The parties shall comply with and shall procure that their personnel comply with applicable data protection regulation and take appropriate technical and organizational measures to safeguard against unauthorized and unlawful processing of personal data and against accidental loss, alteration or destruction of, or damage to personal data. Seller shall not reimburse Buyer for any costs which are resulting from Buyer's compliance or non-compliance with applicable data protection legislation, even if such legislation is amended during the term of the Contract.

Upon separate agreement between the parties, Seller may process personal data on behalf of Buyer. Such personal data may be for example data relating to employees, customers or other natural persons. For the purposes of this Contract, Buyer shall be treated as a data controller and Seller a data processor. Buyer shall ensure that it has acquired the necessary consents for the processing of personal data under this Contract and Buyer is responsible for the correctness of the personal data provided to Seller. Before commencing such processing arrangement, the parties shall enter into a separate data processing agreement pursuant to applicable data protection regulation (including the General Data Protection Regulation (EU) 2016/679).

Seller shall process the personal data only as set out in the data processing agreement.

## 20. SUBCONTRACTORS

Seller may use subcontractors to fulfill its obligations under this Contract. Seller shall upon request of Buyer provide a list of companies used as subcontractors and description of their role and responsibilities.

## 21. DISPUTE RESOLUTION

The parties agree to resolve any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof, primarily through negotiations.

If the dispute has not been resolved by negotiation as provided herein within forty-five (45) days or if one party fails to participate in the negotiation as agreed herein, the other party can initiate arbitration prior to the expiration of the time periods set forth above. Any dispute, controversy or claim arising out of or relating to this Contract, 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 seat of arbitration shall be Helsinki, Finland and the language of the arbitration shall be English.

## 22. GOVERNING LAW

This Contract shall be construed in accordance with and governed in all respects by the laws of Finland, except its choice of law provisions. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

## 23. ATTORNEY FEES

The prevailing party in any legal proceeding, including but not limited to, litigation, or bankruptcy, and whether in arbitration, court of first instance or on any appeal, shall be entitled to recover its reasonable attorney fees from the other party as set out in the relevant court decision.

## 24. CONFIDENTIALITY

- a. Non-Disclosure. The parties anticipate that both Buyer and Seller may learn Confidential and Proprietary Information (as defined below) of the other as a consequence of the transactions contemplated by this Contract. The parties therefore agree, on behalf of themselves, their agents, employees, parents, subsidiaries, officers, directors, and all other persons acting on or for their behalf, (i) to keep all Confidential and Proprietary Information confidential and not to disclose such Confidential and Proprietary Information, either directly or indirectly, to any third party, and (ii) not to use any such Confidential and Proprietary Information for any purpose other than performance of this Contract or as otherwise authorized under any other signed agreement between the parties without the prior written consent of the disclosing party.
- b. Exceptions. The obligations in this Section 24 shall not apply to any: (i) information that either party knows about the other prior to the execution of this Contract except any information which is the subject of unexpired confidentiality obligations or unlawfully acquired; (ii) information that is publicly known, or becomes publicly known, through no breach by either party; (iii) information that is rightfully obtained by either party from any third party who has no duty of confidentiality towards the relevant party; (iv) information that is independently developed by or for a receiving party completely apart from the disclosures hereunder, (v) information that is released pursuant to a binding court order or government regulation, provided that the receiving party delivers a copy of such order or action to the other party and reasonably cooperates with the other party if it elects to contest such disclosure or seek an appropriate remedy such as a protective order or (vi) is otherwise necessary to disclose in order to file or prosecute patent applications, prosecute or defend litigation or comply with applicable law, including regulatory filings, or otherwise establish rights or enforce obligations under this Contract, but only to the extent that any such disclosure is reasonably necessary or to the extent required to be disclosed by law. Seller has the right to disclose information received from Buyer to its subcontractors insofar as is deemed necessary to meet the contractual obligations of Seller.
- c. Precautions. The parties mutually agree to take all reasonably necessary steps, and to prepare and execute all necessary documents, to protect and prohibit the disclosure of Proprietary and Confidential and Proprietary Information under this Section 24 using the higher of a reasonable standard of care or the care used by such party to protect its own confidential or proprietary information. Each party will immediately notify the other party of any information that comes to its attention which might indicate that there has been a loss of confidentiality with respect to such other party's Confidential and Proprietary Information.

- d. Remedies. In the event of a breach or threatened breach by either party of such party's confidentiality obligations in this Section 24, the parties acknowledge and agree that it would be difficult to measure the damage to the non-breaching party from such breach, that injury to such non-breaching party from such breach would be impossible to calculate and that money damages would therefore be an inadequate remedy for such breach. Accordingly, the non-breaching party, in addition to any and all other rights which may be available, shall have the right of injunctive relief and other appropriate equitable remedies to restrain any such breach or threatened breach.
- e. Return of Property. Upon request, each party shall immediately return to the other party the originals and all copies of any Confidential and Proprietary Information of the other party.
- f. Confidential and Proprietary Information defined. "**Confidential and Proprietary Information**" is any information disclosed by a Party under this Agreement which is disclosed in tangible form or if disclosed in intangible form, such as orally or by visual inspection. Confidential and Proprietary Information may include, but is not limited to, data, know-how, formulas, compositions, processes, documents, designs, sketches, photographs, plans, graphs, drawings, specifications, equipment, samples, reports, customer lists, pricing information, studies, findings, inventions and ideas. Confidential and Proprietary Information may also include and mean all financial, technical and other information, including all copies thereof (including, without limitation, all agreements, files, books, logs, charts, records, studies, reports, surveys, schedules, plans, maps, statistical information and any proprietary information including but not limited to patents, copyrights, trademarks, service marks, technical data, methods, techniques, that may be furnished or disclosed by either party, or acquired directly or indirectly from a party or either of their respective affiliates, including as a result of an inspection of, or visit to, any facility of either party or their respective affiliates, or either party's or their respective affiliates' licensors, licensees, or other customers in connection with the scope and purpose of this Agreement. Confidential and Proprietary Information shall also mean all other information contained in the material that is not a trade secret, except that information which is specifically excluded from the definition by mutual consent of the parties.
- g. Intellectual Property Protection: Documentation, data and drawings provided by Seller must not be used to manufacture or to have manufactured proprietary products of Seller or its sub-suppliers and for reverse engineering. Buyer shall treat as confidential all information, data and drawings received from Seller.

## 25. MISCELLANEOUS

- a. Headings used herein are for convenience only and shall not be used for interpretive purpose.
- b. A party's failure to act with respect to another party's breach of any provision contained herein does not constitute a waiver.
- c. If any provision herein is held to be invalid or unenforceable, such provision shall be narrowly construed, if possible, or otherwise deemed ineffective and the remaining provisions shall not be affected.

## 26. CONSTRUCTION

In the interpretation and construction of this Contract, the parties acknowledge that the terms hereof reflect extensive negotiations between the parties and that this Contract shall not be deemed, for the purpose of construction and interpretation, to have been drafted by either party.

## 27. PRECAUTIONARY MEASURES

Seller shall have the exclusive right to initiate court proceedings for precautionary measures (Fi: *turvaamistoimi*) against the equipment or site upon which such equipment, which is the subject matter of a dispute, is located.

## 28. ELECTRONIC COMMERCE

At Seller's request, Seller and Buyer will facilitate business transactions by electronically transmitting data. Any data digitally signed pursuant to this section and electronically transmitted will be as legally sufficient as a written, signed, paper document exchanged between the parties, notwithstanding any legal requirement that the data be in writing or signed. Each authorized representative of a party will adopt a unique, verifiable digital identification consisting of symbols or codes to be transmitted with each



transmission. Use of the digital identification will be deemed for all purposes to constitute a "signature" and will have the same effect as a signature on a written document.

**29. SUCCESSOR/ASSIGNMENT**

These terms and conditions shall be binding upon and unure to the benefit of Buyer and Seller and their respective successors and permitted assigns. Except as set forth within these terms, Buyer may not sell, assign, transfer, convey or delegate any of its rights or obligations under this Contract without the prior written consent of Seller.

**30. SUBSIDIARIES AND AFFILIATES**

Seller may be acting hereunder on its own behalf or as agent for any one or more persons subsidiary to or affiliated with Seller. The Order may be performed and all rights hereunder against Buyer may be enforced by:

- a. Seller;
- b. any one or more persons subsidiary to or affiliated with Seller;
- c. a third party designated by Seller; and
- d. in part by Seller and in part by one or more of said subsidiaries, affiliated persons or third parties.

**31. SURVIVAL**

The provisions of Sections 11. Patent or Trademark Information, 14. Warranty, 15. Limitation of Liability, 17. Technical Documents, 21. Dispute Resolution, 22. Governing Law, 24. Confidentiality, 27. Precautionary measures, 18. Licenses and Consents, 19. Privacy, Data Protection, 25. Miscellaneous and 26. Construction shall survive termination of this Contract.