

PESMEL OY GENERAL TERMS AND CONDITIONS FOR DELIVERABLES AND SERVICES

Effective as of 26 May 2026 ("Effective Date")

1. SCOPE AND CONTRACT

These General Terms and Conditions ("**General Terms**") apply to any agreement or other arrangement (including by acceptance of a quotation or order confirmation) between Pesmel Oy (Business ID: 2120313-0, "**Pesmel**") and its customer ("**Customer**") under which Pesmel sells, supplies or delivers products, equipment, systems, machines, components, goods, spare parts, software, documentation or other outputs ("**Deliverables**") and/or provides installation, commissioning, modernisation, engineering, training, maintenance, lifecycle, support or other services ("**Services**") (each such arrangement, a "**Contract**"). Pesmel and the Customer are hereinafter collectively referred to as the "**Parties**" and each individually as a "**Party**".

The scope of each Contract may include Deliverables only, or Deliverables together with Services. The provisions of these General Terms relating to Services shall apply only to the extent such Services are expressly included in the Contract.

By entering into a Contract, the Customer is deemed to accept these General Terms. These General Terms form an integral part of the Contract, and together with the Contract constitute the entire agreement between Pesmel and the Customer relating to the Deliverables and/or Services.

In the event of conflict, the order of precedence is: (i) the Contract (including special terms, Pesmel's quotation and order confirmation), (ii) these General Terms, and (iii) any appendices or other documents incorporated in the Contract. Any Licence Terms, NDA and/or DPA apply to their respective subject matters. The Customer's standard terms and conditions shall not apply, even if referenced in the Customer's documents or correspondence or if Pesmel commences performance.

References to the Customer may, where expressly stated in the Contract or herein, include the Customer's Affiliates. Unless otherwise expressly agreed in the Contract, the Customer shall be fully responsible for ensuring that its Affiliates comply with the Contract and these General Terms and shall be liable for any act or omission of its Affiliates as if such act or omission were its own. An "**Affiliate**" means, in relation to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with that Party.

2. DELIVERABLES AND SERVICES

Pesmel shall supply the Deliverables and perform the agreed Services in accordance with the specifications and scope expressly agreed in the Contract. To the extent any matter is not covered by written specifications, Pesmel shall deliver the Deliverables and perform the Services in accordance with its

established practices, provided that such practices comply with generally accepted industry standards.

Any documentation provided by Pesmel in connection with the Deliverables and/or Services shall be industry-standard documentation, determined by Pesmel in accordance with its established practice, scope and structure, as well as applicable statutory requirements. Any Customer's requirements, addition requests or change requests for documentation beyond what is expressly agreed in the Contract or provided in accordance with Pesmel's established practice shall constitute a change and shall be handled in accordance with Section 6.

Pesmel shall perform the Services and provide the Deliverables in a professional and competent manner in accordance with generally accepted industry practices.

Where the Services are continuous or recurring Services, any specific service levels, response times, availability targets or key performance indicators applicable to the Services shall be expressly agreed in the Contract. In the absence of such express agreement, no specific service level commitments apply and Pesmel's obligation is limited to performing the Services in a professional and competent manner as set out in this Section.

3. CUSTOMER OBLIGATIONS

The Customer shall ensure that all requirements, assumptions and conditions relevant to the Deliverables and/or Services are expressly set out in the Contract. Pesmel shall have no responsibility for any requirement not expressly agreed in the Contract.

The Customer shall provide, in a timely manner and in a usable format, all information and materials reasonably available and reasonably required for performance of the Contract and shall ensure timely cooperation by the Customer and its Affiliates, contractors and other suppliers as reasonably required.

Unless otherwise agreed in writing, the Customer is responsible for site readiness and conditions, including foundations, space, access routes, utilities, lifting equipment, as well as compliance with applicable occupational safety requirements. The Customer shall obtain all required permits and approvals, ensure that Pesmel's personnel and subcontractors are granted timely access to the site and are permitted to perform the Services, and appoint a competent contact person authorised to make timely decisions.

Any mandatory site-specific safety training, induction, orientation, permits, background checks or similar access prerequisites required by the Customer or a third party controlling the site shall be arranged by the Customer. If such

prerequisites have not been expressly agreed in the Contract and result in delays or require additional time or work from Pesmel's personnel, Pesmel shall be entitled to a reasonable extension of time and compensation for the reasonable and documented additional costs incurred, regardless of whether the Deliverables are provided and/or the Services are performed on a fixed-price or time-and-materials basis.

The Customer is responsible for its own facilities and ICT environment, including their availability and operation, to the extent necessary for the use of the Deliverables and the provision of the Services. The Customer shall, without undue delay, notify Pesmel in writing of any changes to its facilities, ICT environment or relevant third-party systems that may materially affect the Deliverables and/or the Services.

The Customer shall pay all fees, costs and charges in accordance with the Contract.

4. DELIVERY, DELAYS AND RISK

Delivery schedules are agreed separately in the Contract. Unless otherwise agreed in writing, delivery dates are estimates only and partial deliveries are permitted.

Unless otherwise agreed in writing between the Parties, the delivery term shall be EXW (Incoterms 2020), place of destination as specified in the Contract.

Pesmel shall be entitled to a reasonable extension of time for delays caused by (i) the Customer, its Affiliates or their respective contractors or suppliers, (ii) changes requested by the Customer, (iii) Force Majeure, or (iv) circumstances beyond Pesmel's reasonable control.

Where a binding delivery milestone is expressly agreed and Pesmel is solely responsible for the delay, Pesmel's liability shall, unless otherwise agreed in writing, be limited to liquidated damages equal to 0.5% of the total prices and fees payable for the delayed part of the Deliverables and/or the Services (as applicable) for each commenced week of delay, capped at 7.5% of such prices and fees.

For the purposes of calculating liquidated damages, the "delayed part" is (a) the price of the undelivered Deliverables (Deliverables-only Contracts) or (b) the combined price of the Deliverables and related Services forming part of the delayed milestone or phase (Contracts including installation/commissioning), unless otherwise agreed in the Contract. The liquidated damages set out in this Section constitute the Customer's sole and exclusive remedy for delay attributable to Pesmel.

Risk of loss passes to the Customer upon transfer of possession according to the agreed delivery terms. If delivery is delayed due to the Customer, risk passes upon Pesmel's notice of readiness, and storage and related costs shall be borne by the Customer.

5. RETENTION OF TITLE

Title to the Deliverables shall remain with Pesmel until Pesmel has received full payment of all amounts due and payable in respect of the relevant Deliverables under the applicable Contract.

During the retention of title period, the Customer shall store, maintain and insure the Deliverables with reasonable care and keep them identifiable as Pesmel's property. The Customer shall not pledge, encumber or otherwise grant third-party rights over the Deliverables prior to the transfer of title.

6. CHANGES

Any change to the scope, specifications, schedule, interfaces, site assumptions or other requirements under the Contract shall be made only by a written change order between Pesmel and the Customer, unless otherwise expressly agreed in writing. A written change order may be concluded by exchange of emails between the Parties' authorised representatives, provided that the emails clearly identify the change and confirm both Parties' agreement to it.

Pesmel shall inform the Customer in writing of the anticipated impact of any requested change on the price, schedule and risks, and shall implement any change only after the Customer's prior written approval.

Notwithstanding the foregoing, Pesmel may implement a change without the Customer's prior written approval to the extent immediate action is required for safety, compliance or to prevent material damage, in which case Pesmel shall notify the Customer without undue delay.

If the Customer requests Pesmel to commence work on a change prior to the execution of a written change order, and Pesmel agrees to do so, such work shall be performed on a time and materials basis at Pesmel's then-current rates until a written change order is agreed. Pesmel shall not be obliged to commence any work prior to agreement on a written change order.

7. INSTALLATION AND COMMISSIONING

Installation and commissioning services are provided only if, and to the extent, expressly agreed in the Contract.

Unless otherwise agreed in writing, Pesmel's responsibility is limited to the Deliverables supplied by Pesmel and does not extend to the integration, performance or functionality of the Customer's existing equipment, systems, software, processes or third-party components. Where the Services include modernisation of or integration with the Customer's existing equipment or systems, the Customer shall, prior to entering the Contract, provide Pesmel with accurate and complete information on the condition, specifications, software versions and configuration of such existing equipment and systems, including any modifications, alterations or upgrades made thereto. The Customer shall further promptly notify Pesmel in writing of any modifications, alterations, upgrades or other

changes to such equipment, systems or the related documentation made after entry into the Contract.

The Customer shall ensure that all prerequisites for installation and commissioning are fulfilled in accordance with the Contract, including, without limitation, site readiness, availability of utilities, materials, data, interfaces, Customer equipment, permits, and competent personnel. Pesmel shall be entitled to rely on the Customer's information and confirmations without independent verification.

Any deviations, deficiencies or undisclosed conditions in the Customer's existing equipment or systems, as well as any delay or additional work resulting from the Customer or its personnel, contractors or suppliers, the Customer's equipment or systems, site conditions, or failure to meet the agreed prerequisites, that affect or delay Pesmel's performance shall be at the Customer's risk and shall entitle Pesmel to a corresponding extension of time and compensation for reasonable and documented additional costs incurred.

Completion of installation or commissioning does not constitute a guarantee of system-level performance, output, capacity or productivity, unless such performance criteria are expressly agreed as binding acceptance criteria in the Contract.

If installation and/or commissioning services are agreed, completion shall be deemed to occur upon Pesmel's written notice of completion (unless otherwise expressly agreed in the Contract), which shall specify the scope of the completed installation and/or commissioning and confirm that the Deliverables have been installed and/or commissioned in accordance with the Contract. The Customer shall have fourteen (14) calendar days from receipt of such notice to accept or reject completion in writing in accordance with Section 0. Any use of the Deliverables for production, operational or commercial purposes after such completion constitutes acceptance in accordance with Section 0.

8. INSPECTION AND ACCEPTANCE

The Customer shall (at its own cost and with qualified personnel) inspect and, where applicable, test the Deliverables promptly upon (a) delivery in accordance with the agreed delivery term (where the Contract does not include installation and/or commissioning by Pesmel), or (b) Pesmel's written notice of completion of installation and/or commissioning, where such Services are included in the Contract. The Customer shall notify Pesmel in writing of (i) transport damage or shortage within seven (7) calendar days of delivery and (ii) any other alleged Defect without undue delay and in any event within fourteen (14) calendar days after discovery, in each case with reasonable supporting evidence. Failure to notify within the applicable time limit constitutes acceptance and waiver of the relevant claim, to the extent permitted by applicable law.

"Defect" means a material deviation from the specifications expressly agreed in the Contract, solely to the extent attributable to Pesmel.

Acceptance procedures and criteria (including any acceptance tests) are as set out in the Contract. If none are agreed, acceptance occurs upon delivery in accordance with the agreed delivery term, and the Customer may not delay or suspend acceptance for reasons not attributable to Pesmel.

Acceptance may not be withheld due to minor or non-material Defects that do not materially impair use for the agreed purpose. Such items shall be recorded in a punch list and remedied within a reasonable time. Pesmel shall have a reasonable opportunity to inspect and remedy any alleged Defect, and the Customer shall not carry out (or procure) corrective actions without Pesmel's prior written consent, failing which the Customer waives its related claims to the extent permitted by applicable law.

If Pesmel fails, after having received sufficient information and access, to commence inspection or remedy within the agreed period, the Customer may, upon further written notice to Pesmel specifying the intended corrective actions, carry out reasonable corrective actions. The Customer shall be entitled to recover the reasonable and documented costs of such corrective actions from Pesmel, provided that the Defect is subsequently confirmed to fall within Pesmel's warranty obligations under Section 9. If the Defect is not within Pesmel's warranty obligations, the costs shall be borne by the Customer. Pesmel's warranty obligations in respect of the Deliverables shall not otherwise be affected by the Customer's corrective actions under this Section.

Acceptance shall be deemed to have occurred if the Customer (a) fails to sign the acceptance protocol or reject acceptance in writing (specifying the Defects relied upon) within fourteen (14) calendar days after the acceptance test or Pesmel's written notice of readiness (as applicable), (b) puts the Deliverables into production or commercial operation other than testing, or (c) pays for the relevant milestone without expressly reserving its rights in writing at the time of payment. For the avoidance of doubt, payment of any advance payment or progress milestone that is expressly agreed in the Contract to fall due prior to acceptance shall not constitute deemed acceptance.

Following acceptance, the Customer's rights and remedies in respect of Defects are limited exclusively to the warranty remedies set out in Section 9, to the extent permitted by applicable law.

The notification time limits set out in this Section shall not apply to latent Defects that could not reasonably have been discovered during inspection or acceptance testing. The Customer shall notify Pesmel in writing of any latent Defect without undue delay after its discovery. The Customer's rights in respect of latent Defects are subject to the warranty period set out in Section 0 and limited to the warranty remedies set out in Section 9.

9. WARRANTY

Subject to the limitations in this Section, Pesmel warrants that, at acceptance (or upon delivery where acceptance is not agreed), the Deliverables conform in all material respects to the specifications and scope expressly agreed in the Contract. Pesmel further warrants that any Services will be performed in a professional and competent manner. Except as expressly set out in this Section, Pesmel makes no other warranties or guarantees, whether express, implied, statutory or otherwise, including any implied warranties of merchantability, fitness for a particular purpose or non-infringement, to the maximum extent permitted by applicable law.

Unless otherwise agreed in writing or required by mandatory law, the warranty period is twelve (12) months from acceptance or, where acceptance is not agreed, from delivery. If the Customer delays acceptance for reasons not attributable to Pesmel or a Defect in the Deliverables, the warranty period shall commence on the date Pesmel issued its written notice of readiness for delivery, completion of installation or commissioning (as applicable), regardless of when formal acceptance occurs.

Where the Contract includes both delivery of Deliverables and subsequent installation and/or commissioning by Pesmel, the warranty period shall commence upon completion of installation and/or commissioning (or deemed acceptance in accordance with Section 0), unless otherwise agreed in the Contract. In no event shall the warranty period commence later than eighteen (18) months from delivery of the relevant Deliverables, regardless of the reason for the delay in installation and/or commissioning, unless otherwise agreed in writing.

The Customer shall notify Pesmel in writing of any alleged Defect without undue delay after its discovery, and in any event no later than fourteen (14) calendar days after the Customer became aware, or reasonably should have become aware, of the alleged Defect. Failure to notify within such period shall not invalidate the warranty claim, but the Customer shall be liable for any additional damage or costs resulting from the delay in notification, and Pesmel shall not be responsible for any worsening of the Defect attributable to continued use after discovery.

A warranty claim is valid only if received by Pesmel in writing within the warranty period and with sufficient details of the alleged Defect. Pesmel shall have a reasonable opportunity to inspect (including by remote diagnostics), and the Customer shall comply with Pesmel's reasonable handling/return instructions. Any on-site inspection or remedial work shall be subject to Pesmel's prior confirmation that such on-site visit is reasonably required and, unless otherwise expressly agreed in the Contract, the Parties shall agree in advance on the practical arrangements for any on-site activities. The allocation of any costs relating to inspection, diagnostics or remedial work shall be determined in accordance with Section 0. Pesmel's warranty remedies are set out in this Section and consist of repair, replacement or refund of the price paid for the affected part, at Pesmel's option. If Pesmel elects to refund, the refund is conditional upon return of the

affected part (if requested by Pesmel) and constitutes full and final settlement of the relevant warranty claim. Repaired or replaced parts are warranted only for the remainder of the original warranty period. After expiry of the warranty period, Pesmel bears no removal, repair or replacement costs.

Without prejudice to Section 0, the warranty (and any Defect-related claim) does not cover any Defect or non-conformity resulting from (i) normal wear and tear, consumables or expendables, (ii) improper use, operation outside the specifications, negligent maintenance or failure to follow Pesmel documentation, (iii) installation, integration and/or commissioning by the Customer or a third party contrary to Pesmel's instructions, (iv) modifications or repairs not approved in writing by Pesmel, or (v) Customer data/materials, interfaces or site conditions. Third-party components and any Licensed Materials (defined below) are covered, if at all, only by applicable pass-through warranties, and Pesmel has no additional responsibility in respect thereof, to the maximum extent permitted by applicable law.

If Pesmel investigates an alleged Defect notified by the Customer and determines that no Defect exists or that the alleged non-conformity falls outside Pesmel's warranty obligations (including where it is attributable to any of the causes listed in this Section), Pesmel shall be entitled to charge the Customer for all reasonable and documented costs of such investigation and inspection, including travel, labour and testing costs. If a Defect is confirmed to fall within Pesmel's warranty obligations, Pesmel shall not charge the Customer for reasonable and documented remote diagnostics and inspection work necessary to verify the Defect. However, unless otherwise expressly agreed in the Contract, the Customer shall bear all travel and other site-related costs, and Pesmel shall be entitled to charge on-site labour to the extent the need for on-site work results from site-specific requirements, access restrictions or other circumstances not attributable to Pesmel.

10. SPARE PARTS AND CONSUMABLES

For spare parts and consumables (including spare parts for Deliverables supplied under a Contract), any delivery dates are estimates unless expressly agreed as binding in writing. The Customer shall inspect such items promptly upon delivery and notify Pesmel of any transport damage, shortage or other non-conformity in accordance with Section 0 (Inspection and Acceptance).

The Customer may return a spare part only if it is non-conforming at the time of delivery and only with Pesmel's prior written return merchandise authorisation (RMA) and in accordance with Pesmel's reasonable return instructions. Unless otherwise agreed in writing, any authorised return must be dispatched within twenty (20) calendar days from delivery, and the Customer shall bear the risk of loss during return transport. Unless otherwise agreed in writing, restocking fees and reasonable handling and inspection costs apply as notified by Pesmel.

Unless otherwise agreed in writing, spare parts are warranted for twelve (12) months from delivery. Consumables and expendables are not warranted except to the extent required by mandatory law. The Customer's remedies for a valid warranty claim relating to spare parts are limited to the remedies set out in Section 0 and subject to the limitations and exclusions in Section 9.

If Pesmel supplies spare parts and/or provides maintenance services, Pesmel's general terms and conditions for spare parts and maintenance services shall apply to such spare parts and maintenance services and, in case of conflict, prevail over these General Terms solely to that extent. The version in force as of the Effective Date is available at: https://pesmel.com/wp-content/uploads/2022/01/210126_Pesmel-General-terms-and-conditions-for-spare-parts-and-maintenance.pdf. The Customer acknowledges having reviewed and accepted such terms.

11. PRICE AND PAYMENT TERMS

The Customer shall pay the prices for Deliverables and the fees for Services as agreed in the Contract, unless otherwise agreed in writing.

Unless otherwise agreed in writing or included within the scope of Deliverables and/or Services, the prices and fees exclude any third-party licence fees, subscriptions, permits, mandatory site-specific safety training, induction and orientation costs, spare parts, consumables, logistics costs and other comparable charges, which shall be borne by the Customer and may be invoiced separately by Pesmel.

Unless otherwise agreed in writing, Pesmel may invoice in accordance with agreed milestones, which may include advance payment, readiness for dispatch, delivery, start of installation, mechanical completion, commissioning and acceptance. Acceptance of Deliverables and Services is not a condition for invoicing unless expressly agreed in writing. If performance is suspended or delayed due to the Customer, Pesmel may invoice for work performed and costs incurred up to the date of suspension or delay.

For continuous or recurring Services with a duration exceeding twelve (12) months, Pesmel may adjust the fees annually by giving the Customer at least sixty (60) days' prior written notice. Unless otherwise agreed in writing, such adjustment shall not exceed the annual change in the Finnish consumer price index (or, if discontinued, a comparable index published by Statistics Finland) for the preceding calendar year. Any adjustment takes effect at the start of the next invoice period following the notice period. Where Section 0 also applies in respect of continuous or recurring Services, any adjustment pursuant to Section 0 shall be limited to the amount by which the relevant cost increase exceeds the adjustment already implemented pursuant to this Section 0 in respect of the same period.

Pesmel shall be entitled to request an equitable adjustment of the agreed prices and fees if: (a) the market prices of raw materials, energy, components or other key inputs that form a material part

of the cost basis for the Deliverables or Services increase by more than fifteen (15) per cent between the date of the Contract and the date of delivery or performance; or (b) due to circumstances other than those described in paragraph (a) above, which are beyond Pesmel's reasonable control that could not reasonably have been foreseen at the time of entering into the Contract, performance becomes excessively onerous for Pesmel due to a material increase in costs. Pesmel shall notify the Customer in writing and provide reasonable documentation of the cost increase. The Parties shall negotiate the adjustment in good faith. If no agreement is reached within thirty (30) days of Pesmel's notice, either Party may terminate the affected part of the Contract by written notice and in accordance with Section 19, provided that the Customer shall pay Pesmel for all work performed and costs incurred up to the effective date of termination.

Unless otherwise agreed in writing, the term of payment is thirty (30) days net from the invoice date. Any overdue amount shall accrue interest for late payment in accordance with the Finnish Interest Act (633/1982, as amended) at a rate of ten (10) percentage points above the reference rate. If any undisputed amount remains overdue for more than fourteen (14) days, Pesmel may, upon written notice, suspend delivery of Deliverables and/or provision of Services until payment has been received, without liability. If Pesmel resumes performance following a suspension, the Customer shall reimburse Pesmel for all reasonable and documented demobilisation and remobilisation costs incurred as a result of the suspension, and the schedule shall be extended accordingly. Pesmel may, at its sole discretion, require advance payment and/or a bank guarantee or other security for the Customer's payment obligations, as stated in the Contract or otherwise notified by Pesmel in writing. If the Customer fails to provide such security within a reasonable time, Pesmel may suspend delivery and/or performance until the security is provided and/or terminate the Contract in accordance with Section 19.

All prices and fees are exclusive of value-added tax (VAT) and any other applicable taxes, duties, stamps or governmental charges, which shall be added to the invoices in accordance with applicable law. For the avoidance of doubt, under the agreed delivery term EXW (Incoterms 2020), the Customer is responsible for export and import clearance and for any related duties, taxes (including import VAT) and other charges in the country of export and/or destination, unless otherwise expressly agreed in writing.

The Customer shall not be entitled to set off any amounts payable to Pesmel against any claims the Customer may have against Pesmel, unless such claim has been finally determined by a court of competent jurisdiction or expressly agreed in writing by Pesmel.

The Customer may not withhold payments except for the genuinely disputed part of an invoice and only to the extent reasonably justified. The undisputed part of an invoice shall be paid in accordance with the Contract.

12. INTELLECTUAL PROPERTY RIGHTS

“Intellectual Property Rights” means all intellectual and industrial property rights, whether registered or unregistered, including copyrights (including in software), database rights, patents, utility models, design rights, trademarks, trade names, domain names, trade secrets and know-how, as well as all applications and rights to apply for the foregoing, in any jurisdiction.

Ownership. Unless expressly agreed otherwise in writing, Pesmel and/or its licensors retain all Intellectual Property Rights in and to (a) any pre-existing or standard products, software, components, tools, methods, libraries, frameworks and know-how, (b) any configurations, adaptations, updates, modifications, enhancements or derivative works thereof, and (c) any other materials developed by Pesmel outside the scope of any Customer-Specific Results expressly agreed under Section 0 (**“Pre-existing Material”**). For the avoidance of doubt, the Customer receives only the licence rights expressly granted under Section 0 (and any applicable Licence Terms) to the extent the Deliverables include or require use of Pre-existing Material.

Licence to Customer. Subject to full payment, compliance with the Contract and any applicable Licence Terms, Pesmel grants the Customer a limited, non-exclusive, non-transferable and non-sublicensable licence to use the Pre-existing Material strictly to the extent necessary for the intended internal use of the Deliverables at the agreed site(s) and within any agreed limits. The Customer may permit its employees and third-party contractors to use the Pre-existing Material strictly to the extent necessary for the operation, maintenance and repair of the Deliverables on the Customer's behalf, provided that such persons are bound by confidentiality obligations no less protective than those set out in Section 14. Where Deliverables include services, software or functionalities provided on a continuous, subscription-based or remote access basis, the licence is limited to the applicable service term and shall automatically terminate upon its expiry or termination.

Restrictions. Except as permitted by mandatory law, the Customer shall not copy, modify, reverse engineer, decompile, disassemble or otherwise derive source code from the Pre-existing Material, nor remove proprietary notices or circumvent technical protection measures. Any use outside the agreed scope constitutes a material breach.

Licensed Materials; Licence Terms. Deliverables and/or Services may include software or other materials provided under separate licence terms of Pesmel or third parties, including open-source software (**“Licensed Materials”**). The Customer's use of Licensed Materials is subject to the applicable **“Licence Terms”**, which shall prevail in case of conflict with these General Terms. The Customer is responsible for complying with the Licence Terms and for any related fees unless expressly included in the prices and fees under the Contract.

Customer Material. The Customer retains ownership of materials provided by it and warrants that their use does not infringe third-party rights. The Customer grants Pesmel and its subcontractors a non-exclusive, royalty-free licence to use such materials to the extent necessary to perform the Contract.

Customer-specific deliverables; Assignment. Any Intellectual Property Rights in Deliverables or work results that are expressly agreed in the Contract to be created specifically for the Customer and assigned to the Customer (**“Customer-Specific Results”**) shall transfer to and vest in the Customer only to the extent so expressly agreed and subject to the Customer's full payment of all amounts due for the relevant work. For the avoidance of doubt, configuration, parameterisation, integration, adaptation, modification, enhancement or update of any Pre-existing Material shall not constitute Customer-Specific Results unless expressly agreed otherwise in writing. To the extent Customer-Specific Results incorporate any Pre-existing Material or Licensed Materials, no ownership transfer shall take place in respect thereof, and the Customer shall receive only the limited rights of use set out in Section 0 and/or the applicable Licence Terms.

General know-how. Nothing restricts Pesmel's right to use and further develop general skills, experience and know-how acquired in the course of performing the Contract, provided that the Customer's Confidential Information is not disclosed.

13. IPR INDEMNITY

Pesmel shall, subject to the conditions below, defend the Customer against a third-party claim that the Deliverables and/or Services as supplied by Pesmel (excluding Licensed Materials) infringe a third-party Intellectual Property Right in the country of delivery or agreed country of use, and indemnify the Customer for direct damages finally awarded by a competent court or agreed in a settlement approved by Pesmel.

Pesmel shall have no liability to the extent the claim arises from (i) Customer material, Customer specifications or instructions, (ii) use outside the agreed scope or contrary to documentation or Licence Terms, (iii) unauthorised modifications or repairs, (iv) combination or use with items not supplied or approved by Pesmel, (v) Licensed Materials (which are subject to the applicable Licence Terms), or (vi) use of a version other than the latest version made available by Pesmel where such update would have avoided the claim.

The Customer shall (a) promptly notify Pesmel in writing, (b) make no admission or settlement without Pesmel's prior written consent, (c) grant Pesmel sole control of the defence and settlement, and (d) provide reasonable cooperation at the Customer's expense. If infringement is established (or likely in Pesmel's reasonable opinion), Pesmel may, at its option, procure the right for the Customer to continue using the affected part, replace it with a non-infringing equivalent, or modify it to avoid infringement, in each case on commercially reasonable terms and without materially reducing the agreed functionality.

Each Party's aggregate liability under this Section 13 shall not exceed one hundred (100) per cent of the total prices and fees paid by the Customer under the Contract. The limitations of indirect and consequential damages set out in Section 0 shall apply to claims under this Section 13.

This Section states exclusively the Parties' rights and obligations, and the remedies available to the Customer, for Intellectual Property Rights infringement.

The Customer shall, subject to corresponding conditions as set out in Sections 0–0 (*applied mutatis mutandis*), defend and indemnify Pesmel against any third-party claim that the Customer's materials, specifications or instructions provided under Section 0 infringe a third-party Intellectual Property Right.

14. CONFIDENTIALITY

The Parties may enter into a separate non-disclosure agreement ("NDA"). Where such NDA exists, it shall apply in addition to this Section. In the event of conflict between the NDA and this Section, the provision affording the greater degree of protection to the Disclosing Party's Confidential Information shall prevail.

Each Party ("Receiving Party") shall keep in strict confidence all information received from the other Party ("Disclosing Party") that is designated as confidential or that reasonably should be understood to be confidential, including without limitation technical, commercial, financial and business information ("Confidential Information"). The Receiving Party shall use the Confidential Information solely for the purposes of performing, receiving or otherwise exercising its rights and obligations under the Contract.

The Receiving Party shall protect the Confidential Information with at least the same degree of care as it uses to protect its own confidential information of a similar nature, but not less than a reasonable standard of care.

The Receiving Party may disclose Confidential Information only to its employees, Affiliates, subcontractors and professional advisers who have a strict need to know such information for the purposes of the Contract and who are bound by confidentiality obligations no less protective than those set out herein. The Receiving Party remains responsible for compliance by such persons.

The obligations of confidentiality shall not apply to information which the Receiving Party can demonstrate: (i) is or becomes publicly available other than through a breach of this Section; (ii) is lawfully received from a third party without restriction on disclosure; (iii) was lawfully in the Receiving Party's possession without confidentiality obligation prior to disclosure by the Disclosing Party; or (iv) has been independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information.

If the Receiving Party is required by applicable law, regulation or decision of a competent authority to disclose Confidential Information, it may do so provided that, to the extent legally permitted, it notifies the Disclosing Party in advance and discloses only the minimum amount required.

Upon termination of the Contract, or when the Receiving Party no longer needs the Confidential Information for the purposes of the Contract, the Receiving Party shall cease using such Confidential Information and, upon the Disclosing Party's written request, return or delete it, including copies in its possession. The Receiving Party may, however, retain copies (a) required to be retained by law, regulation or decisions of authorities, (b) retained automatically in data backup media, or (c) in the case of Pesmel, work products and documentation created under the Contract retained for archiving, compliance and defence purposes. The confidentiality obligations shall continue to apply to any retained copies until their deletion in the ordinary course.

The rights and obligations defined in this Section survive termination or expiry of the Contract. Unless otherwise agreed in writing (including in an NDA), the confidentiality obligations shall remain in force for ten (10) years after completion or termination of the Contract. With respect to trade secrets, the obligations shall continue for as long as the information remains a trade secret under the Finnish Trade Secrets Act (595/2018, as amended).

15. SUBCONTRACTORS

Unless otherwise agreed in writing, Pesmel may use subcontractors for the manufacture and delivery of the Deliverables and the performance of the Services. Pesmel remains responsible for the performance of its subcontractors as for its own performance and shall ensure that its subcontractors are made aware of the obligations relevant to their work under the Contract. Pesmel may engage and replace subcontractors as needed to ensure efficient delivery of the Deliverables and performance of the Services.

Third-party manufacturers or licensors of standard components, spare parts, standard software, hardware or other Licensed Materials are not deemed Pesmel's subcontractors unless expressly agreed in writing. Such items may be subject to their own standard terms, Licence Terms and pass-through warranties, to the extent applicable, unless otherwise expressly agreed in writing.

16. LIABILITY AND LIMITATIONS OF LIABILITY

Each Party shall be liable to the other Party only for direct damages caused by its breach of the Contract, subject to this Section.

The aggregate liability of each Party under or in connection with the Contract shall be limited to a maximum of twenty-five per cent (25 %) of the total prices and fees paid by the Customer to Pesmel under the Contract. With respect to continuous or

recurring Services, the liability cap shall be calculated based on the prices and fees paid by the Customer during the six (6) months immediately preceding the event giving rise to the claim (or, if the Service has been in force for less than six (6) months, the fees actually paid during the period from commencement to the date of the event giving rise to the claim). If the Contract comprises multiple milestones, lots or phases, the liability cap shall apply to the milestone, lot or phase to which the claim relates, unless otherwise agreed in writing. In no event shall the Party's aggregate liability under the Contract exceed twenty-five per cent (25%) of the total prices and fees paid by the Customer under the Contract as a whole.

For the purpose of calculating the liability cap under this Section, the prices and fees paid by the Customer shall not include any licence fees, subscription fees, or other pass-through fees and charges for third-party products or services.

Neither Party shall be liable to the other Party for any indirect, incidental or consequential damages or losses, including without limitation business interruption, loss of profit, loss of revenue, loss of production, loss of goodwill, loss of anticipated savings, loss of data, costs of substitute performance or any other similar commercial or economic losses, regardless of the legal basis of the claim.

The limitations of liability in this Section apply to all claims under or in connection with the Contract, whether based on breach of contract, tort, statutory liability or otherwise, including indemnities, unless otherwise expressly agreed in writing. Any liquidated damages expressly agreed under the Contract and these General Terms (including under Section 0) shall be included in, and not in addition to, the liability cap in Section 0, unless otherwise expressly agreed in writing.

Nothing in this Section limits either Party's liability for (i) mandatory product liability under applicable law, (ii) death or personal injury caused by that Party, or (iii) damage caused by wilful misconduct or gross negligence. In addition, nothing in this Section limits liability for breach of confidentiality obligations under Section 14, the Parties indemnification obligations under Section 13 (IPR Indemnity) or breach of compliance, export control or sanctions obligations under Section 17.

Each Party is responsible for backing up its own data. Pesmel shall not be liable for any loss, corruption or unavailability of Customer data unless the Contract expressly assigns data backup or data protection obligations to Pesmel and Pesmel has breached such obligations.

17. COMPLIANCE, EXPORT CONTROL AND SANCTIONS

Each Party shall comply with all applicable laws and regulations, including occupational safety and environmental laws and regulations, competition law, anti-corruption and anti-bribery and all applicable export control and trade sanctions laws and regulations, including those imposed by the United Nations, the European Union, the United Kingdom and the United States, to

the extent applicable to that Party's performance under the Contract.

Each Party represents that, as at the Effective Date and on a continuing basis throughout the term of each Contract, it is not a Sanctioned Person and is not owned or controlled by a Sanctioned Person. Each Party shall maintain reasonable internal controls and screening procedures to support its compliance with this Section. "**Sanctioned Person**" means a person or entity that is subject to applicable trade sanctions or listed on applicable restricted party lists.

The Customer shall provide Pesmel, upon request, with accurate and complete information reasonably required for export control and sanctions compliance (including end-user, end-use, destination and re-export information) and shall not use, export, re-export, transfer or make available any Deliverables, Services or Licensed Materials in violation of applicable export control or sanctions laws or Licence Terms. Pesmel may suspend performance until the required information, permits or authorisations are obtained.

Each Party shall promptly notify the other Party in writing of any actual or suspected breach of this Section in connection with the Contract and shall reasonably cooperate to mitigate and remediate the effects of any such breach.

If a Party is prevented from performing or determines that continued performance would expose it to a material risk of violating applicable anti-corruption, export control or sanctions laws or regulations, that Party may suspend performance (in whole or in part) for the duration of such impediment or risk without liability. If the suspension continues for more than thirty (30) days, either Party may terminate the affected part of the Contract by written notice and in accordance with Section 19. Each Party shall be responsible for its own compliance and for any fines, penalties or other costs arising from its breach of this Section. If a Party's breach of this Section causes the other Party to incur fines, penalties, costs of investigation, legal fees or other direct losses, the breaching Party shall indemnify the other Party for such losses.

18. FORCE MAJEURE

Neither Party shall be liable for any failure or delay in performing its obligations under the Contract to the extent caused by an impediment beyond that Party's reasonable control and influence, which the Party could not reasonably have taken into account at the time of conclusion of the Contract and whose consequences the Party could not reasonably have avoided or overcome ("**Force Majeure**"). Force Majeure may include, without limitation, fire, flood, explosion, epidemic or pandemic, war (declared or undeclared), terrorism, civil unrest, governmental measures, export or import restrictions, sanctions, embargoes, cyber incidents, failures of utilities or communications, and supply chain disruptions or shortages (including relating to materials used in the Deliverables and transportation, to the extent alternative sources are not available

at commercially reasonable cost). Strike, lock-out, boycott and other industrial action constitute Force Majeure, also when the Party concerned is involved in or is the target of such event.

Any delay or failure in performance caused by Pesmel's subcontractors or suppliers due to Force Majeure shall also constitute Force Majeure in respect of Pesmel.

The affected Party shall notify the other Party in writing without undue delay of the occurrence and cessation of a Force Majeure event and, as soon as reasonably practicable, provide reasonable information on its expected impact.

The affected Party shall use reasonable efforts to mitigate the effects of the Force Majeure and to resume performance as soon as reasonably practicable. During a Force Majeure event, the affected Party's performance shall be suspended to the extent impacted, and any agreed delivery dates, milestones and schedules shall be extended by the duration of the Force Majeure and a reasonable remobilisation period.

If the Force Majeure event continues for more than ninety (90) days, either Party may terminate the affected part of the Contract by written notice and in accordance with Section 19. In such case, the Customer shall pay Pesmel for Deliverables delivered and accepted and for Services performed and accepted prior to the Force Majeure event. Pesmel shall refund any advance payments received for Deliverables not yet delivered, less reasonable and documented costs irrevocably incurred by Pesmel prior to the Force Majeure event.

19. TERMINATION

For continuous or recurring Services, either Party may terminate the relevant Services for convenience by giving six (6) months' prior written notice, unless otherwise expressly agreed in writing. Unless otherwise expressly agreed in writing, continuous or recurring Services are subject to a minimum initial term of twelve (12) months from commencement, during which neither Party may terminate for convenience. The Customer shall pay all fees falling due during the notice period. To the extent fees have been prepaid for a period extending beyond the effective date of termination, such prepaid fees shall be refundable only where the termination is due to Pesmel's material breach under Section 0. This termination for convenience does not apply to Deliverables (including project deliveries, equipment, systems, machines or other one-off Deliverables).

Either Party may terminate the Contract (in whole or in part) with immediate effect by written notice if the other Party (i) materially breaches the Contract and fails to remedy such breach within thirty (30) days of receiving written notice specifying the breach, or (ii) is declared bankrupt, enters into liquidation, restructuring or similar insolvency proceedings, suspends payments, or otherwise becomes insolvent. In addition, either Party may terminate the affected part of the Contract in the circumstances set out in Sections 0, 0 and 0.

Without prejudice to Pesmel's right to suspend performance under Section 0 and any other remedies, Pesmel may terminate the Contract (in whole or in part) with immediate effect by written notice if any undisputed amount remains overdue for more than thirty (30) days.

Termination shall not affect rights and obligations accrued prior to the effective date of termination. Upon termination for any reason, other than termination by the Customer due to Pesmel's material breach under Section 0, the Customer shall promptly pay all amounts due for Deliverables delivered and Services performed and reimburse Pesmel for any reasonable, documented costs and commitments incurred up to the effective date of termination that Pesmel cannot reasonably avoid (including work in progress, ordered materials, subcontractor charges, cancellation charges, storage and demobilisation costs). Any payment milestones achieved or invoiced become immediately due and payable. Where the Customer terminates the Contract due to Pesmel's material breach under Section 0, the Customer shall pay for Deliverables delivered and accepted and for Services performed and accepted prior to termination, but shall not be liable for costs that Pesmel could have reasonably avoided after receipt of the Customer's termination notice. Each Party shall, upon written request, return or delete the other Party's Confidential Information in accordance with Section 14.

Upon the Customer's written request, Pesmel may provide reasonable transition assistance for a period not exceeding six (6) months from the effective date of termination, on a time and materials basis at Pesmel's then-current rates and subject to Pesmel's available resources. Pesmel may decline such request only to the extent that providing transition assistance would be unreasonable given Pesmel's available resources.

Sections which by their nature are intended to survive termination or expiry (including, without limitation, Sections 5, 9, 12–14, 16, 0, 0, 0 and 20) shall remain in force.

20. APPLICABLE LAW AND DISPUTE RESOLUTION

The Contract and these General Terms shall be governed by and construed in accordance with the laws of Finland, excluding its conflict of laws principles and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Any disputes arising from the Contract and/or these General Terms shall be resolved primarily through negotiations between the Parties. If the Parties do not reach an amicable solution, the dispute shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The arbitral tribunal shall consist of one (1) arbitrator. The seat of arbitration shall be Helsinki, Finland, and the language of the arbitration shall be English. However, evidence may be submitted, and witnesses may be heard in Finnish, if the arbitral tribunal deems it appropriate.

Notwithstanding the foregoing, either Party may seek interim or provisional measures from any court of competent jurisdiction,

including measures for the protection of assets, evidence or information security, without this being deemed incompatible with or a waiver of this arbitration agreement.

No amendment or modification to these General Terms as applied to an existing Contract shall be valid unless agreed in writing by Pesmel.

21. MISCELLANEOUS

Where personal data is processed under the Contract, each Party shall comply with all applicable data protection laws, including the Regulation (EU) 2016/679 (General Data Protection Regulation, GDPR). To the extent Pesmel processes personal data on behalf of the Customer in connection with the provision of Services, the Parties shall, where required, enter into a separate data processing agreement (“DPA”) meeting the applicable legal requirements and agreeing the Parties’ respective responsibilities and liabilities relating to such processing.

Each Party shall maintain insurance coverage customary for its industry and sufficient to cover its obligations and risks under the Contract.

Neither Party has a right to assign the Contract even in part without the prior written consent of the other Party. Consent may not be refused without a reasonable reason. However, Pesmel has a right to transfer the Contract to its Affiliate or to a third-party purchaser in connection with a transfer of the respective business operations. In addition, Pesmel also has the right to assign its receivables to a third party.

Unless otherwise agreed in writing, Pesmel may list the Customer as a reference and use the Customer’s name and logo on Pesmel’s website and marketing materials. Pesmel shall not disclose the Customer’s trade secrets, Confidential Information or other non-public information. Any press release, public announcement, case study or other external communication that specifically refers to the Customer or the Deliverables and/or Services is subject to the Customer’s prior written approval.

If any provision of these General Terms is held to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the original provision’s intent and economic purpose.

No waiver shall be effective unless made in writing. No delay or failure to exercise any right or remedy shall operate as a waiver of that or any other right or remedy.

Notices shall be made in writing and delivered by email (with delivery confirmation), courier or registered mail to the addresses stated in the Contract.

22. VALIDITY AND AMENDMENTS

These General Terms shall apply from the Effective Date and remain in force until further notice. Pesmel may update these General Terms from time to time. The version of the General Terms in force at the time the Contract is entered into shall apply to that Contract.