

1 APPLICABILITY

1.1 These General Terms and Conditions (“**Terms**”) apply to the exclusion of any other terms and conditions, when Bevenic Group Oy and its subsidiaries (“**Bevenic**”) provides to the customer identified in an offer (“**Customer**”) design and contract manufacturing services and customer specific products. Customer and Bevenic are singularly referred to as Party and together as Parties.

2 DEFINITIONS

2.1 The following terms shall have the meaning below when used in the Contract or Terms.

2.2 Contract means the agreement between Bevenic and Customer for the supply of Products and/or Services concluded between the Parties.

2.3 Contract Price means the amount due from the Customer to Bevenic under the Contract.

2.4 Product means the goods manufactured based on the Customer’s Specifications and purchase of the goods under these Terms and Contract.

2.5 Intellectual Property Rights means patents, trademarks, copyrights, trade names, designs, product descriptions and any other intellectual property, including all registrations, applications and licenses therefore, as well as know-how, including inventions, confidential and proprietary industrial or commercial information or techniques in any form and trade secrets, drawings, formula, test results, reports, project reports and testing or manufacturing procedures, instruction and training manuals.

2.6 Services means the services or any work that the Customer has undertaken to perform pursuant to the Contract.

2.7 Specifications means the specification(s) for each Product delivered by the Customer and on .

3 QUOTATION AND CONTRACT

3.1 Unless otherwise stated in the offer, Bevenic’s quotation is valid for a period of thirty (30) days from the date of the offer. Each order by Customer shall be deemed to be subject to these Terms. A contract between Bevenic and Customer incorporating these Terms shall come into force when a written confirmation of Customer’s order is issued by Bevenic

3.2 No terms or conditions of Customer endorsed upon, delivered with or contained in Customer’s order, confirmation of order, acceptance of quotation, specification or other document will form part of Contract simply as a result of such document being referred to in Contract.

4 SCOPE OF WORK

4.1 The scope, content, time schedule and other necessary terms and conditions shall be set out in Contract exhaustively. Work shall include use of Bevenic’s employee resources and equipment or tools as set forth in Contract. Equipment and tools used may be separately defined in Contract as well as the terms and conditions relating to use thereof.

5 OBLIGATIONS OF THE CUSTOMER

5.1 Customer is responsible for conducting Customer’s obligations diligently and in accordance with Contract. Customer shall provide Bevenic with required Specifications, information, materials and support

necessary for providing the scope of work. Customer shall be responsible for the content, correctness, non-infringement and timely delivery of all materials furnished to Bevenic for its performance hereunder. Customer acknowledges that failure to provide such materials in a proper and timely manner shall affect Bevenic’s performance and obligations under Contract.

5.2 To the extent scope of work is conducted at Customer’s premises, Customer is responsible for (i) obtaining proper tooling and premises for the work, all in accordance with the occupational safety obligations, and (ii) giving orientation and any needed training for the working methods, customs and tooling of Customer.

6 OBLIGATIONS OF BEVENIC

6.1 Bevenic shall perform the agreed scope of work in a competent and professional manner with due care and skill.

7 CONTRACT PRICE AND PAYMENT TERMS

7.1 The Contract Price is set out in the Contract. The Contract Price is exclusive of any taxes, duties or other official charges, including, but not limited to value added tax, custom charges and import duties or any other charges on the Contract Price. Customer shall pay all such taxes and charges to ensure that Bevenic will receive, in full and without deduction, the amounts payable to it hereunder (except only for taxes based on Bevenic’s income).

7.2 The fixed price or hourly prices for the scope of work are set out in Contract. Contract Price is invoiced as defined in Contract either (i) against defined payment schedule, (ii) monthly according to time sheets approved by Customer, or (iii) if so separately agreed, against any fixed milestone subject to completion of the relevant acceptance tests, any such acceptance in (ii) or (iii) not to be unduly delayed or withheld. Any work conducted at times other than during normal working time, thus causing additional costs to either party, is subject to a separate agreement between the parties.

7.3 The Contract Price includes the Bevenic’s standard transport packing materials. The Customer must advise Bevenic and be responsible for the additional costs of any special requirements for packing or storage.

7.4 All travel expenses, including daily expense allowances, accommodation costs and actual travel costs (flying tickets etc.) shall be invoiced from Customer separately, unless otherwise agreed in Contract.

7.5 Unless otherwise stated in Contract, payment is due in euros within fourteen (14) days from the date of Bevenic’s invoice. Customer shall make all payments due in full without any deduction whether by way of set-off or otherwise.

7.6 If Customer fails to pay Bevenic any sum due pursuant to Contract, Customer is liable to pay interest to Bevenic on such delayed sum from the due date for such payment until paid in full together with interest calculated in accordance with the Finnish Interest Act in force from time to time. In addition to claiming any such late interest, Bevenic shall have the right to suspend its work until full payment of the applicable price has been received by Bevenic.

8 VARIATIONS

8.1 Either Party may request variations to the agreed scope of work prior to the delivery. Request shall be made by

a written notice to the other Party with an exact description of the variation requested.

8.2 After the receipt of the variation notice, Bevenic shall inform the Customer in writing if and how the variation can be carried out. Bevenic will inform the Customer on the effects of variation to the (i) Contract Price, (ii) delivery time and (iii) any other terms of the Contract. The Customer is also responsible to give such notice when variations are required by reason of changes in laws and regulations.

8.3 Bevenic is not obligated to carry out any variations until the Parties have agreed on the effects of the variations to the Contract Price, delivery time and any other terms of the Contract.

9 SUBCONTRACTORS AND ASSIGNMENT

9.1 Bevenic has a right to subcontract part or all of its obligations under Contract to a third party, provided such third party is bound by confidentiality provisions at least as restrictive as those binding upon Bevenic in these Terms. Notwithstanding the aforementioned, Bevenic shall be responsible for the work of its subcontractors as for its own.

9.2 Neither Party may transfer or assign rights, benefits, obligations or liabilities under the Contract to any third person without the prior written approval from the other Party, except that Bevenic may assign or transfer any such rights, benefits, obligations or liabilities to any Bevenic Group of companies without the Customer's consent.

10 TOOLS AND MATERIALS

10.1 All tools, drawings and other materials furnished by Customer to Bevenic for the performance of the scope of work are the property of Customer or its licensors. Bevenic undertakes to return all such project specific tools and items upon Customer's request as soon as they are no longer required for the performance of scope of work.

11 DELIVERY

11.1 The Products shall be delivered in accordance with the Contract ("Delivery"). All delivery terms used are interpreted and construed in accordance with the Incoterms ® 2020, unless otherwise agreed in the Contract.

11.2 Delivery term is EXW, unless Parties have agreed otherwise in the Contract.

11.3 In case the Customer is not able to accept the Delivery of the Products at the time set forth in the Contract, Bevenic shall have the right to store the Products in storage at the Customer's risk and expense and the Delivery shall be deemed to have happened in all respects in accordance with the Contract.

12 ACCEPTANCE

12.1 Customer is required to inspect the Products upon Delivery and demand a correction of a defect, provided that Bevenic is notified of such request within reasonable period of time but in no event later than fourteen (14) days from the Delivery. Product is considered to be defective when it contains a deviation from the applicable Specifications, which was caused by Bevenic and which is not minor. The Product is deemed accepted, unless Customer notifies Bevenic of a defective Product within the aforesaid time period of fourteen (14) days.

13 DELAY

13.1 Delivery dates are estimates and subject to later confirmation by Bevenic subject to the availability of materials and components.

13.2 In the event Bevenic becomes aware that a delivery is likely to be delayed due to reasons solely attributable to Bevenic, Bevenic shall promptly inform Customer thereof, and of the measures Bevenic will take in order to remedy such delay. If the delay is due to Customer, Customer shall effect payment for the additional work required to be undertaken by Bevenic as a result of such delay.

13.3 Any defect or delay in the supply of information, software, documentation, goods or services to be made by the Customer in accordance with the Clauses 5.1 and 5.2 shall be considered as a delay attributed to the Customer. In such case Bevenic may continue with any tests carried out required prior to or upon Delivery and the Customer accepts the results and Product being delivered in all respects in accordance with the Contract.

14 NON-SOLICITATION

14.1 Customer shall not employ any existing or former personnel of Bevenic that performs or has performed the work before six (6) months has passed from the completion of the work. In case of any breach of this Clause 14.1, Customer is responsible for compensating to Bevenic an amount equaling the last six (6) months gross salary of such person.

15 INTELLECTUAL PROPERTY RIGHTS

15.1 Bevenic shall retain all Intellectual Property Rights to the Products.

15.2 All rights in, ownership of and all intellectual property rights in the scope of work produced by Bevenic hereunder shall remain in Bevenic, but Bevenic shall grant a perpetual, irrevocable license to the Products for the sole purpose of utilizing the Products for the purpose of the Contract, provided that Bevenic has received all amounts payable for the Products, scope of work and Contract.

15.3 Customer warrants that it has sufficient licenses for the equipment and materials provided by Customer to Bevenic for performance of scope of work, so that the use of such equipment and materials does not infringe any third party rights.

16 INFRINGEMENT

16.1 Bevenic shall defend and indemnify Customer against any claims, demands, damages, liabilities, expenses (including reasonable attorney fees) judgments and settlements ("**Claims**"), which are finally awarded by a court of competent jurisdiction or settled as a result of any infringement or alleged infringement of a copyright of a third party by Products, except in the event such Claims are attributable to (i) modification of the Products by Customer, (ii) the use of Products in combination, incorporated or integrated with products, system or data not provided by Bevenic, (iii) Customer tools or materials, or (iv) Bevenic's compliance with Customer's instructions, guidance or management.

16.2 If any Claim seems likely, or Products is held to infringe, Bevenic may, at its expense: (i) modify the Products to avoid infringement, (ii) obtain for Customer a right to continue to use Products, (iii) replace Product with a non-infringing and substantially similar deliveries, or (iv)

remove the Product and refund the respective price for the Product.

16.3 Bevenic's obligation to defend and indemnify as set forth in this Clause 16 shall not be effective, unless (i) Customer provides Bevenic with prompt written notice of any Claim and cooperates with Bevenic in connection with Bevenic's evaluation and defense of such Claim, and (ii) Customer continuously allows Bevenic to control the defense and settlement of such Claim, provided Customer will be allowed to participate with counsel of its choosing in the defense at its own expense.

16.4 The foregoing provisions of this Clause 16 set forth Bevenic's exclusive liability and obligation and Customer's exclusive remedy in respect of claims of intellectual property rights infringement.

17 DISCLAIMER, LIMITATION OF LIABILITY

17.1 Except for breach of Clause 18 (confidentiality) or damages caused by willful misconduct or gross negligence, neither party shall be liable for any pure economic loss, loss of profit (whether construed as direct or indirect), loss of business, loss of data, loss of goodwill, business interruption or for any claims for consequential, incidental, special or indirect damages or losses whatsoever (howsoever caused) which arise out of or in connection with the contract.

17.2 Except for breach under clause 18 (confidentiality) or damages caused by willful misconduct or gross negligence, the total aggregate liability of Bevenic arising out of or in connection with contract (including any indemnity obligation) shall be limited to fifty (50%) of Contract Price, paid. in all cases customer shall have a burden of proof regarding the amount of any damages.

17.3 Bevenic shall not be liable for any obligations or liabilities deriving from any commercial exploitation or commercial implementation of any deliverable.

18 WARRANTY

18.1 Bevenic warrants that the Products will be free of defects in material and workmanship and in conformity with the Specifications.

18.2 Warranty period for the Products starts at Delivery and expires twelve (12) months after the date on which the Products are Delivered to the Customer.

18.3 Bevenic shall at its sole discretion, and as a sole and exclusive remedy, either repair or replace any non-conformities with the foregoing warranties discovered during the warranty period.

18.4 The Customer is obligated to take all appropriate steps to mitigate any loss or damage and to prevent any defects from becoming more serious. The Customer's failure to do so is a waiver of its rights under this warranty in respect of the relevant defect and the Product.

18.5 Bevenic's warranty shall not cover defects that are connected with or caused by:

- a) normal wear and tear
- b) any use, maintenance, use of parts, or service or operation of the Product which is not in conformity with the Contract or Bevenic's or its subcontractor's manuals or instructions, or which is otherwise not in accordance with normal industry practice;
- c) negligence or other improper acts or omissions or breach of contract on the part of the Customer, or

third parties, or their respective employees or agents;

d) the improper installation or modifications of the Product carried out by the Customer or Customer's subcontractors

e) the Product not being compatible or not functioning with other equipment, software or systems not supplied by Bevenic, unless Bevenic has specifically accepted the responsibility for their interface;

f) Customer's Specifications; or

g) Customer's negligence.

18.6 The warranties and remedies in these terms are exclusive and in lieu of all other terms, conditions or warranties, whether express or implied, or statutory, including but not limited to any implied warranties of fitness for purpose, non-infringement or satisfactory quality. all such implied or statutory warranties or conditions are accordingly hereby excluded to the greatest extent permitted by law.

19 CONFIDENTIALITY

19.1 Each party shall protect and safeguard the confidential information of the other party in the same manner in which it protects its own equivalent confidential, and trade secret information, but in no event less than a reasonable degree of care and shall not disclose it to third parties. Each party shall use the other party's confidential information only for the purposes of the Contract. Subcontractors of Bevenic engaged in the performance of Contract shall not be deemed to be third parties for purposes of this Clause 19 on condition that disclosure of confidential information occurs on a need to know basis only and provided such subcontractors are bound to confidentiality provisions similar in scope to those herein in this Clause 19.

19.2 This Clause 19 imposes no obligation upon a recipient with respect to information which (i) was rightfully in the recipient's possession before the disclosure of confidential information hereunder, (ii) is or becomes public knowledge through no fault of the recipient, (iii) is rightfully received by the recipient from a third party without a duty of confidentiality, or (iv) is independently developed by the recipient without reference to the confidential information of the other party.

19.3 Each party's obligations under this Clause 19 shall apply during Contract and for a period of five (5) years from the completion of Contract.

19.4 Bevenic may, despite the foregoing, make use of the knowledge and experience obtained during the performance of the scope of work.

20 FORCE MAJEURE

20.1 Neither party shall be liable or held to be in breach of Contract for any failure in the performance of its obligations to the extent that and for as long as such performance is prevented by causes beyond such party's control, which causes the party could not have foreseen at the time of conclusion of the Contract and the consequences of which such party could not have reasonably avoided or overcome ("**Force majeure**"). Such events of Force majeure shall include, but not limited to, disturbances in data communication networks or energy sources; strikes, wars, riots, terrorist attacks or acts of any competent authority; and fire, flood or natural disasters and other similar causes. The party

whose performance is so prevented shall promptly inform the other party of the occurrence of the Force majeure event. If the Force majeure event in question continues for a continuous period in excess of three (3) months, either party shall be entitled to give notice in writing to the other party to terminate Contract.

21 TERMINATION

- 21.1 Contract concluded for a defined time period expires without termination after the defined time period has passed, or until all undertakings under Contract have been fulfilled, whichever is later.
- 21.2 Contract may be terminated with immediate effect by giving a written notice to the other party if (i) the other party becomes insolvent, or other than temporarily unable to financially fulfill its obligations, or makes an assignment for the benefit of creditors, or has a petition in bankruptcy filed for or against it or (ii) other party is in material breach of any obligation under Contract, and has not remedied the breach within thirty (30) days from notice of breach from notifying party.
- 21.3 Upon termination or expiry of Contract each party shall return all material of a confidential nature received from the other party, except only for such information a party is obliged to preserve according to mandatory legislation. Furthermore, Customer shall promptly pay for all work taken up to the effective date of termination.

22 GENERAL

- 22.1 Contract or any rights under Contract may not be assigned or transferred by either party without prior written consent from the other party, except for assignments by Bevenic to a third party in connection with a merger or a sale of all or substantially all of Bevenic's business assets to which Contract pertains. The non-assigning party is entitled to void any purported assignment of rights in violation of this Clause 21.1 and to declare the assignor in default of Contract.
- 22.2 Bevenic shall have the right to use Customer's name and logo as reference and for marketing purposes.
- 22.3 No modifications of Contract shall be effective unless made in writing and signed by the parties.
- 22.4 If any provision of Contract shall be held to be illegal, void, invalid or unenforceable under the laws of any jurisdiction, the legality, validity and enforceability of the remainder of Contract in that jurisdiction shall not be

affected. The parties agree to replace, to the extent permitted by the applicable legislation, such individual provision by a provision of the same or similar effect or meaning or having as close as possible the same economic purpose initially pursued by the parties through such individual provision.

- 22.5 No failure to exercise nor any delay in exercising by either party to Contract of any right, power, privilege or remedy under Contract shall impair or operate as a waiver of such right, power, privilege or remedy.
- 22.6 Contract, together with any documents referred to in it, constitutes the entire agreement between the parties relating to its subject matter and supersedes any prior drafts, agreements, undertakings, and arrangements of any nature, whether in writing or oral, relating to such subject matter.
- 22.7 Nothing in Contract shall constitute, or be deemed to constitute, any partnership, franchise, agency, representative, employment relationship or joint venture between the parties nor shall it make, or be deemed to make, any party the agent of any other party for any purpose.
- 22.8 All notices must be in writing and sent by registered pre-paid post, nationally recognized overnight carrier, email or given personally, and the sender is responsible for the delivery of notices sent to the other party. Notices shall be addressed to the party's registered office or such other address as shall be notified to the other party.
- 22.9 Contract shall be construed and interpreted in accordance with the laws of Finland, excluding its rules for choice of law and the United Nations Convention on Contracts for the International Sale of Goods. Any dispute, controversy or claim arising out of or relating to Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration by one arbitrator in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The place of arbitration shall be Helsinki, Finland and the language to be used in such proceedings shall be English. The award shall be final and binding upon the parties and enforceable in any court of competent jurisdiction. Nothing in Contract shall be deemed to limit the right to seek interim injunctive relief or to enforce an arbitration award in any court of law.