

WE TECH GENERAL TERMS AND CONDITIONS FOR PURCHASE OF PRODUCTS 2023

Revision A 26.5.2023

These General Terms and Conditions for the Purchase of Products ("Purchase GTC") apply to all purchases by WE Tech Solutions Oy ("Purchaser") from a supplier ("Supplier"). Any deviation to the Purchase GTC is subject to prior approval by Purchaser in Writing. No general terms and conditions delivered with or contained in Supplier's offer, order confirmation, or specifications will form part of the Contract.

1. DEFINITIONS

1.1 The following terms shall in the Purchase GTC have the meanings assigned hereunder:

- Change Order: a change to the order by Purchaser to amend, omit, add, or otherwise change the order or any parts thereof;
- Contract: the agreement between the parties for the supply of the Product, including all amendments and additions agreed in Writing and/or the order for the purchase of Product by Purchaser from Supplier which shall be deemed to incorporate the Purchase GTC, and any other documents submitted by Purchaser including without limitation the specifications;
- Embedded software: software necessary for the operation of the Product, and embedded in and delivered as integral part of the Product;
- Intellectual Property Rights: patents, utility models, copyrights, database rights and rights in trademarks, trade names, designs, and knowhow (whether registered or unregistered);
- Personal Data: any data or information of an identified or identifiable natural person;
- Product: the object(s) to be supplied under the Contract, including without limitation goods, spare parts, tools, documentation, services and/or software;
- Writing: communication by document signed by both parties or by letter or e-mail.

2. PRODUCT INFORMATION AND CONFIDENTIALITY

2.1 All technical documents, drawings and similar documentation relating to the Product that is submitted by one party to the other shall remain the confidential and proprietary property of the submitting party.

2.2 Supplier shall keep in strict confidence and shall use only for the purpose of the Contract all information concerning Purchaser's business, its products and/or their technologies which Supplier may obtain in connection with the Contract and/or Product to be provided, whether before, on or after the acceptance of the Contract and irrespective of the form in which the information is provided ("Confidential Information"). Supplier shall restrict disclosure of the Confidential Information to such of its employees, subcontractors, affiliates, and/or advisors who need to know the same for the purpose of the Contract and who shall be bound by the same obligations of confidentiality as Supplier. Supplier shall apply appropriate safeguards against any unauthorised access or disclosure of Confidential Information and

protect Confidential Information as it protects its own confidential information which shall fulfil at least generally accepted standards of protection in the related industry.

3. QUALITY AND ACCEPTANCE TESTS

- 3.1 The Supplier shall, at the date of delivery at the latest, provide free of charge information, documentation and drawings which are necessary for the Purchaser to install, commission, operate, service and maintain the Product. Purchaser has the right to copy, reproduce, transmit and communicate such documentation to the extent that is required to perform the abovementioned activities.
- 3.2 The quality management system of the Supplier shall conform to ISO 9001, ISO 14000 and ISO 45001.
- 3.3 The Supplier shall permit the Purchaser, the customer of the Purchaser and/or any certifying or other authority to inspect and audit the Products, the processes, the materials and/or components used and witness any tests at the premises of the Supplier and/or its sub-supplier.
- 3.4 Acceptance tests shall, unless otherwise agreed in Writing, be carried out at the place of manufacture during normal working hours. If technical requirements are not specified in the Contract, the tests shall be carried out in accordance with general practice in the appropriate branch of industry accepted by Purchaser.
- 3.5 Supplier shall notify Purchaser in Writing of the time and location of the acceptance tests at least thirty (30) days in advance to permit the Purchaser to be represented at the tests. If the Purchaser is not represented, the test reports shall be sent to the Purchaser and acceptance shall be subject to Purchaser's approval in Writing.
- 3.6 If the inspections or tests indicate the Product not to be in accordance with the Contract, the Supplier shall promptly remedy any deficiencies such that the Product complies with the Contract. New tests shall then be carried out at Supplier's cost unless Purchaser notifies Supplier in Writing that new tests are not required.
- 3.7 Supplier shall bear all costs for the acceptance and other tests except for the travelling and living expenses of Purchaser's representatives.
- 3.8 If Supplier plans any changes to its production process, place of production and/or the design owned by it, Supplier shall inform Purchaser without delay.

4. DELIVERY

- 4.1 The trade term shall be in accordance with the INCOTERMS® in force at the formation of the Contract.
- 4.2 Unless otherwise agreed the trade term shall be Free Carrier (FCA) at the place specified by Purchaser.
- 4.3 Purchaser can trust Supplier's quality management procedures and Purchaser is not obliged to inspect the Product upon delivery but may do so.
- 4.4 Partial delivery shall not be permitted, unless specifically agreed in Writing.

- 4.5 Supplier shall ensure that the Product is packed according to Purchaser's instructions, industry standards and any applicable laws and regulations, in a manner adequate to preserve and protect the Product, and sufficient to enable safe transportation.
- 4.6 Purchaser may issue Change Orders to Supplier, and Supplier shall carry out such Change Orders. If any Change Order causes a material increase or decrease in the cost of, or the time required for the performance, an equitable adjustment shall be made in the price and/or delivery schedule in Writing. Any Supplier claim for adjustment under this clause will be deemed waived unless asserted within thirty (30) calendar days from Supplier's receipt of the Change Order. Change orders requested by Supplier only become effective after written confirmation by Purchaser.
- 4.7 Supplier shall be responsible to supply spare parts on reasonable terms upon Purchaser's request for twenty (20) years from the delivery of the Product.

5. DELAY IN DELIVERY

- 5.1 The Product shall be delivered at the date of delivery stated in the order.
- 5.2 Supplier shall forthwith notify Purchaser in Writing if he anticipates that he might not be able to deliver the Product at the date of delivery. Supplier's notice of delay shall include the reason for delay and the time when delivery can be expected. If Supplier fails to give such notice, Purchaser shall be entitled to compensation for any additional costs which he incurs and which he could have avoided if he had received such notice.
- 5.3 Purchaser shall be entitled to liquidated damages from the date on which delivery should have taken place if the Product is not delivered at the date of delivery. The liquidated damages shall be payable at a rate of 1 per cent of the purchase price for each commenced week of delay with the maximum of 15 per cent. The liquidated damages shall become due at Purchaser's demand in Writing.
- 5.4 Purchaser may by notice in Writing terminate the Contract if Supplier does not deliver within 10 weeks from the date of delivery.
- 5.5 Purchaser shall have the right to terminate the Contract by notice in Writing, if Purchaser has reason to believe that there will be a delay in delivery exceeding 10 weeks from the date of delivery.

6. TITLE

- 6.1 The title and ownership to the Product shall pass to Purchaser upon delivery. To the extent that the Product contains Embedded Software, ownership of such Embedded Software will not pass to Purchaser, but Supplier shall grant, or shall procure that the third-party owner grants, Purchaser and all users a worldwide, irrevocable, perpetual, transferable, non-exclusive, royalty-free right to use including the right to improve, develop, market, distribute, sub-license or otherwise use such Embedded Software as integral part of such Product and/or for servicing either of them.
- 6.2 Supplier shall have no rights of retention of title, and the title shall be free of any liens and encumbrances.

7. PAYMENT

- 7.1 Subject to Supplier having delivered and performed all its obligations and Purchaser having accepted the invoice, payment shall be made within sixty (60) days after the receipt of invoice. The price is inclusive of all fees and taxes, except VAT or equivalent.
- 7.2 If Purchaser fails to pay by the due date, Supplier shall be entitled to interest as sole remedy beginning thirty (30) days after the day on which payment was due. The interest rate shall be 4 percentage points above the rate of the main refinancing facility of the European Central Bank.

8. WARRANTY

- 8.1 Supplier warrants that the Product shall be i) in accordance with applicable laws, regulations and latest standards; ii) in accordance with the Contract including specifications and instructions; iii) new and unused and in accordance with the highest quality requirements and state of the art; iv) free from defects and from any rights of third parties; and v) fit for any particular purpose specified in the Contract or, in absence thereof, fit for the purposes for which such Product would ordinarily be used. The warranty period shall be 24 months from the acceptance by the end-customer or 36 months from the delivery to Purchaser whichever is earlier.
- 8.2 Supplier shall promptly remedy, at Purchaser's discretion and without any costs to Purchaser, any defect, nonconformity, and/or fault in the Product. Supplier shall within one week from Purchaser's notice of defect inform Purchaser a remedy plan. The time for remedial work shall be chosen in order not to interfere unnecessarily with Purchaser's activities. Supplier shall provide a root cause analysis upon Purchaser's request.
- 8.3 Repair shall be carried out at the place where the Product is located, unless the parties agree in Writing that the Product is to be sent to Supplier or a location specified by him. Transportation and all other costs in connection with remedying of defects shall be at the risk and expense of the Supplier.
- 8.4 When a defect in the Product or part thereof has been remedied, Supplier shall be liable for defects in the repaired or replaced Product under the same terms and conditions as those applicable to the original Product. For the remaining parts of the Product the warranty period shall be extended by a period equal to the period during which the Product could not be used as a result of the defect.
- 8.5 If the Supplier does not fulfil his obligations under Clause 8, Purchaser may employ a third party to undertake or himself undertake repair work at the risk and expense of Supplier.
- 8.6 In case the Product has not been successfully repaired Purchaser shall be entitled to a reduction of the purchase price in proportion to the reduced value of the Product. If the defect is so substantial as to deprive the Purchaser of the benefit of the Contract, the Purchaser may terminate the Contract by notifying the Supplier in Writing. The Purchaser shall then be entitled to compensation for his loss, costs, and damages.

8.7 Should Supplier have any information regarding any repetitious problems and/or safety risks with respect to the Products, Supplier shall duly inform Purchaser without any delay.

9. LIABILITY

9.1 Supplier is responsible for the control and management of all of its employees, suppliers and/or subcontractors, and it is responsible for their acts or omissions as if they were the acts or omissions of Supplier.

9.2 Supplier shall be liable for any damage to property caused by the Product. Supplier shall indemnify and hold harmless Purchaser for all liabilities, damages, cost, losses, and expenses incurred by the Purchaser as a result of Supplier's breach of the Contract and/or product liability. Supplier shall indemnify and hold harmless Purchaser for any claim made by a third party against Purchaser in connection with the Product, including without limitation claims that such Product infringes a third party's Intellectual Property Rights. Upon Purchaser's request Supplier shall defend Purchaser against any third-party claims.

9.3 There shall be no liability for either party towards the other for loss of profit, loss of production, loss of contracts, loss of use or for any other consequential or indirect loss whatsoever.

9.4 Supplier shall maintain in force, and upon request provide evidence of, adequate liability insurance with reputable and financially sound insurers.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Supplier hereby grants Purchaser, or undertakes to procure that Purchaser is granted, a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Intellectual Property Rights in the Product.

10.2 Supplier herewith assigns to Purchaser full ownership rights in any Intellectual Property Rights resulting from the design services. Supplier further agrees, upon Purchaser's request, to take all further steps necessary to perfect Purchaser's ownership to the Intellectual Property Rights.

10.3 Intellectual Property Rights in any Product created by or licensed to Supplier prior or outside the Contract (Pre-Existing IPR) will remain vested in Supplier (or the third-party owner). To the extent that Pre-Existing IPR is embedded in any Product resulting from the services, Supplier grants, or undertakes to procure that the third-party owner grants, Purchaser a worldwide, irrevocable, transferable, sub-licensable, non-exclusive, royalty-free license to use the Pre-Existing IPR as part of such Product, including the right to improve, develop, market, distribute, sub-license or otherwise use such Pre-Existing IPR.

10.4 Supplier must specify in writing and prior to delivery all open-source software contained in or used by Embedded Software, if any, and request Purchaser's written approval. Supplier agrees to replace at its own cost any open-source software components rejected by Purchaser with software of at least the same quality and functionality.

10.5 If any claim is made against Purchaser that the Product infringe a third party's Intellectual Property Rights, Supplier shall at its cost, but at Purchaser's discretion: (i) procure for Purchaser and Purchaser's customers, as the case may be, the right to continue using the Product; (ii) modify the Product so it ceases to be infringing; or (iii) replace the Product with non-infringing equivalents. Otherwise, Purchaser is entitled to terminate the Contract, claim damages, and reclaim all sums which it has paid to Supplier.

11. FORCE MAJEURE

11.1 Either party shall have the right to suspend performance of their obligations under the Contract to the extent that such performance is prevented by Force Majeure and its effect on the performance could not be foreseen at the time of the formation of the Contract. Force Majeure means the following circumstances beyond the control of the parties; war, extensive military mobilization, insurrection, requisition, seizure, embargo, currency and export restrictions, pandemics, natural disasters, extreme natural events, and terrorist attacks.

11.2 A party claiming to be affected by Force Majeure shall notify the party in Writing without delay on the intervention and on the cessation of such circumstance. If the Supplier fails to give such notice, the Purchaser shall be entitled to compensation for any costs which he incurs and which he could have avoided had he received such notice.

11.3 Either Party shall be entitled to terminate the Contract by notice in Writing to the other party if performance of the Contract is suspended due to Force Majeure for more than three months.

12. TERMINATION

12.1 The Purchaser may terminate the Contract for convenience in whole or in part with immediate effect by notice in Writing. In such event the Purchaser shall pay to the Supplier the value of the delivered but unpaid Products (provided that such Products otherwise comply with the Contract), and proven direct costs reasonably incurred by the Supplier for undelivered Products, however in no event more than the price for the Products agreed under the Contract. No further compensation will be due to the Supplier.

12.2 The Purchaser may terminate the Contract with immediate effect by notice in Writing in the event that: (i) the Supplier commits a material breach of Contract which is not remedied within thirty (30) days of Purchaser's notice in Writing; or (ii) a petition for a bankruptcy order is presented, or any circumstances arise which entitle the court or a creditor to appoint a receiver or administrator, or other similar action is taken against or by the Supplier by reason of its insolvency or in consequence of debt; or (iii) there is a change of control of the Supplier.

13. COMPLIANCE

The Supplier shall comply with and commit to the principles laid down in the Purchaser's Code of Conduct in this link "[Quality Manual \(wetech.fi\)](#)".

14. GENERAL

- 14.1 If the Purchaser discloses Personal Data to the Supplier, the Supplier shall comply with all applicable data protection laws and regulations. Supplier shall apply appropriate physical, technical, and organizational measures to ensure the security of Personal Data.
- 14.2 The Contract and any documents referred in an order or other agreement constitute the entire agreement between the parties and replaces any prior agreement between them with regard to its subject.
- 14.3 Headings are for convenience only and do not affect the interpretation of the Purchase GTC. The invalidity or unenforceability of any term of the Contract will not adversely affect the validity or enforceability of the remaining terms. The Contract will be given effect as if the invalid or unenforceable term had been replaced by a term with a similar economic effect.
- 14.4 Provisions of the Contract which from their nature or context are to survive termination will remain in full force and effect irrespective of such termination.
- 14.5 Failure to enforce or exercise any term of the Contract does not constitute a waiver of such term and does not affect the right to later enforce such or any other term.
- 14.6 The relationship of the parties is that of independent parties dealing at arm's length and nothing in the Contract may be construed to constitute Supplier as an agent or employee of the Purchaser.
- 14.7 In the event of any inconsistency between documents comprising the Contract, the following order of precedence shall apply: 1. any Contract established by Purchaser (to the extent that specific deviations from the Purchase GTC are explicitly identified in that Contract), and then 2. the Purchase GTC.

15. APPLICABLE LAW AND DISPUTES

- 15.1 The Contract shall be governed by the laws of Finland without reference to its conflict of law rules.
- 15.2 Any dispute, controversy or claim arising out of or relating to the Purchase GTC and/or the 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 Vaasa, Finland. The language of the arbitration shall be English. The procedure and all material of the dispute resolution shall be confidential.