

GENERAL TERMS AND CONDITIONS OF SALE OF KATKO OY

From 21 January 2025

1 Applicability

These general terms and conditions of sale, delivery and guarantee (hereinafter “terms and conditions”) shall, unless otherwise agreed in writing by Katko and the buyer, apply to all sales of products by Katko Oy (hereinafter “Katko”) The general terms and conditions of the buyer shall not apply even if the buyer has supplied such general terms and conditions to Katko or referred thereto in its purchase order or otherwise, unless expressly agreed in the applicable sale and purchase agreement.

These terms and conditions are in force until further notice. Katko reserves the right to update these terms and conditions at any time, in which case, unless otherwise agreed in writing by Katko and the buyer, the updated terms and conditions shall apply to sales of products sold by Katko after the effective date of such updates. The terms and conditions (as amended from time to time) are available on the Katko website at <https://www.katko.com>.

These terms and conditions have been drafted in Finnish and translated into English. In the event of any discrepancy between the two language versions, the Finnish version shall, unless otherwise expressly agreed, apply to products delivered to Finland and the English version shall apply to products delivered to countries other than Finland.

Legal concepts expressed or described herein shall be governed by and words and expressions used herein shall be construed in accordance with Finnish law albeit original Finnish terms and definitions may not always have been used.

A reference to any act, decree or regulation (or any provision thereof) is a reference to that act, decree or regulation (or the relevant provision thereof) as amended and/or re-enacted from time to time).

2 Products and Specifications

Offers for products sold by Katko are made in accordance with the specifications of Katko in force at the time the offer is made.

Katko continuously develops its production methods, products and product portfolio. Consequently, the design, components and detailed specifications of the products may change from time to time and/or the products may be replaced by newer generations of products or substitute products that fulfil the essential technical requirements of the original product. If such changes occur, it is possible that the original products initially ordered by the buyer may no longer be available from Katko.

Information on technical characteristics or other details of the products contained in Katko's sales brochures and other marketing materials may change as a result of continuous developments in production methods, products and/or product portfolio, and cannot therefore be considered binding on Katko, unless otherwise expressly agreed in writing by Katko and the buyer.

Updated, modified and/or replaced products shall replace the products governed by the agreement between Katko and the buyer, provided, however, that the modified or updated product is compatible with its original purpose and fulfils the essential technical requirements of the original product.

3 Sale

3.1 Offer

An offer made by Katko is in force for the period specified in such offer. If the term is not specified in the offer, the offer shall expire after thirty (30) days from the date of the offer. The prices specified in the offer are exclusive of any value added tax (VAT). Katko has the right to withdraw its offer in the case there is a significant change in the prices of the after the submission of the offer. The offer and its contents, including any accompanying pictures, drawings, technical data or other documents, are the property of Katko or a third party, and the buyer is not entitled to use, copy, disclose or otherwise exploit the information contained in the offer for any purpose other than making a purchase decision.

3.2 Conclusion of Agreement

The agreement is concluded when Katko has confirmed the buyer's purchase order, with Katko's Order Confirmation document.

It is the responsibility of the buyer to verify the accuracy of the information on the purchase order confirmation document.

4 Price

The price of the products is the price agreed between the parties. However, Katko has the right to review the price of the products as set out below. In the absence of an agreed price, the purchase price shall be the price set out in the general price list of Katko (as amended from time to time). The price of the product shall not include VAT.

Katko reserves the right to review the price of the products and to apply reasonable price adjustments if the costs to Katko affecting the price of the products change. Unless otherwise agreed in writing by Katko and the buyer, the price adjustments shall enter into force with two (2) months' written notice. The adjustment will be applied also to purchase orders already received and confirmed, if the confirmed delivery time is longer than two (2) months. Any change of the prices shall be notified to the buyer by e-mail.

The price shall not include any taxes, duties, fees or similar charges of the destination country. Such taxes, duties, fees and similar charges shall be borne by the buyer.

5 Obligations of Katko

5.1 Delivery

The delivery time indicated by Katko is a non-binding estimate.

Unless otherwise agreed in writing between Katko and the buyer, the term of delivery for the products is EXW (the address of the Katko warehouse making the delivery) Incoterms 2020.

5.2 Ownership and Risk of Loss

The products remain the property of Katko until the price of the products has been paid in full.

The risk of loss (Fi. *vaaranvastuu*) related to the products shall pass to the buyer at the time of delivery in accordance with the delivery term set out in section 5.1.

5.3 Delay

Katko shall not pay any liquidated damages for any delay in the delivery of the products or compensate the buyer for any damage caused by the delay.

5.4 Warranty

Katko warrants that the products conform with the specifications. It is the sole responsibility of the buyer to consider the suitability and appropriateness of the products for the use intended by the buyer. The warranty period is twelve (12) months from the date of delivery. For the sake of clarity, the delivery by Katko of a new product to replace a defective one in accordance with section 5.4 does not extend the warranty period, unless otherwise agreed. The warranty is subject to Katko being duly notified of any defect or deficiency in the products within the time limits set out in section 6.3.

As an exhaustive compensation for any non-compliance with the specifications, Katko may, at its discretion, a) replace at its expense the defective product with a new product (which product may, taking into account the development of production methods, products and production portfolio specified in section 2, be a product materially corresponding to the original one), or b) refund the price of such products to the buyer, which, during the warranty period, are found not to conform to the specifications, provided, however, that the products are returned to the factory designated by Katko, freight paid in advance, and that Katko is notified immediately when the non-conformity with the specifications becomes apparent and the non-conformity can be demonstrated to the satisfaction of Katko to have been caused by faulty manufacture or defective materials.

Katko is not liable for any consequences, including costs, damage or loss, caused by or resulting from a) the use of the product for any purpose other than its original intended purpose in accordance with the specifications, b) connecting the product to an appliance other than the one to which it is intended to be connected according to the specifications, (c) installation or use contrary to the instructions and recommendations (including the Product Lifecycle Manual published by Katko) for the products issued by Katko (as amended from time to time), or (d) failure to properly service and maintain the product in conformity with its lifecycle.

Katko acknowledges its liability under the Finnish Product Liability Act for personal injury and/or damage to property caused to a private person by a product supplied by it.

The liability of Katko for defective products is limited as stated above in this section 5.4, and save for as set out above, Katko shall not be liable in any way for any costs, damages or losses (whether to real or

personal property or to any person, or whether related to quality, shipment, delivery or otherwise) arising out of the any non-conformity of the specifications in the products.

The buyer shall indemnify Katko against and hold Katko harmless from any loss, liability or costs (including without limitation reasonable legal fees) which Katko may incur or suffer in relation to claims by third parties against Katko with respect to the products.

5.5 Force Majeure

Katko shall not be liable for any delay or damage caused by an event beyond its control, which Katko could not reasonably be expected to have considered at the time of entering into the agreement and the consequences of which Katko could not reasonably have avoided or overcome, regardless of whether the event affects Katko or its subcontractors, or by circumstances arising from laws, regulations, orders or the absence of authorisation by any government or competent authority (hereinafter "force majeure"). Force majeure shall be deemed to include war or insurrection, earthquake, flood or other comparable natural disaster, interruption of public transport, public communications or public electricity supply, import or export ban, strike, lockout, boycott or other comparable industrial action, or problems of availability of raw materials or services. A strike, lockout, boycott or other similar industrial action is also considered force majeure if Katko itself is the object or participant thereof.

Force majeure suffered by a subcontractor or supplier of Katko shall also be deemed to be force majeure for Katko if the performance to be subcontracted or supplied cannot be performed or obtained elsewhere without unreasonable cost or substantial inconvenience.

Katko may demand an extension of the delivery time of the product for as long as the force majeure continues. In the event of force majeure, the buyer may, provided that it notifies Katko in writing, acquire the products from a third party at its own expense and risk, but Katko shall not be obliged to compensate the buyer for any costs or damages incurred.

Katko undertakes to inform the buyer without delay of force majeure and of the cessation thereof.

If the force majeure lasts for more than three (3) months, each of Katko and the buyer may terminate the agreement without any liability towards the other party with respect to such termination.

6 Obligations of Buyer

6.1 Payment

Unless otherwise agreed in writing between Katko and the buyer, the term of payment is fourteen (14) days from the date of Katko's invoice. The products are payable in full and in their entirety. The buyer shall make full payment to Katko in Euros by bank transfer with immediately available funds or by a confirmed and irrevocable Letter of Credit or other payment method accepted by Katko.

If an invoice is not paid by its due date, Katko reserves the right to delay the delivery of the products and/or further deliveries until due payments have been made. Katko shall also be entitled to suspend deliveries if it is evident from the buyer's notification or otherwise that the buyer's payment will be considerably delayed. The buyer

shall not be entitled to make any claims against Katko for any such delay in delivery.

Moreover, if the buyer fails to pay any amount payable by it hereunder on its due date, default interest shall accrue in accordance with the provisions of the Finnish Interest Act on the overdue amount from the due date up to the date of actual payment. Furthermore, Katko is entitled to charge reasonable collection charges.

6.2 Delay of Buyer

If the buyer fails to provide Katko with sufficient shipping instructions or otherwise delays delivery, or Katko is otherwise forced to delay delivery for reasons attributable to the buyer, Katko has the right, at its discretion, to charge the buyer for the products according to the original delivery date, or to store, destroy and/or redistribute the products to its other customers without being liable for any loss incurred by the buyer, and to charge the buyer for any resulting costs and/or to terminate the agreement, *i.e.* to cancel the purchase order.

6.3 Inspection of Products

The buyer shall inspect the products for visible defects and other obvious deficiencies upon receipt.

Furthermore, the buyer shall perform a detailed inspection of the products before taking them into use. Visible defects and other obvious deficiencies must be notified to Katko immediately. Other defects must be notified within the warranty period set forth in section 5.4 without undue delay after discovery of the defect, but no later than fourteen (14) days after the buyer discovered or reasonably should have discovered the defect or deficiency in the Products.

7 Intellectual Property Rights

All rights to patents, trademarks, trade names, design, copyrights and all other intellectual property rights of Katko or its licensors, including know-how, experience and expertise relating thereto, and intellectual property rights resulting from the collaboration, such as designs, documentation, prototypes and design, relating to the products covered by this agreement, their design, manufacture, marketing and supply, shall belong exclusively to Katko and may be used by Katko in its business. Documents, drawings, works or other materials containing such rights may not be used, copied, modified, transferred, published or otherwise exploited without the prior written consent of Katko. The buyer acknowledges that all intellectual property rights in the products and documents vest exclusively in Katko, and no intellectual property rights or rights of use are transferred to the buyer under this agreement except to the extent expressly permitted by this agreement.

8 Insurances

Each party undertakes to have in place a sufficient insurance covering the products in compliance with the allocation of liability indicated in the agreed delivery terms. Unless otherwise agreed in writing between Katko and the buyer, the parties shall have no further insurance obligations towards each other.

9 General Limitation of Liability

Unless expressly stated otherwise in these terms and conditions, Katko shall in no event be liable for any direct or indirect damage,

including damage to property, loss of production, loss of profit or other consequential economic loss incurred by the buyer or a third party in relation to any defects in the product, delay in delivery or defective delivery or any other breach of agreement. In all cases, the liability of Katko for direct damage (*Fi. välitön vahinko*) shall be limited to the amount corresponding to the price paid by the buyer for the products.

Nothing in these terms and conditions operates to exclude or limit any liability of any party in respect of breaches of agreement due to an intentional act or gross negligence of such party. The abovementioned limitations of liability do not apply to damage or loss incurred as a result of infringement of intellectual property rights or failure to comply with confidentiality obligations.

10 Confidentiality

The buyer agrees not to disclose to any third party any offer, purchase order confirmation or other technical, commercial or other confidential information ("confidential information") disclosed by Katko to the buyer, whether marked as confidential or not. Confidential information shall not be disclosed to third parties or used for any purpose other than in connection with the purchase and use of the products without the prior written consent of Katko, unless disclosure is required by mandatory law.

The buyer's obligation of confidentiality does not apply to information a) which is or becomes public by no involvement of the buyer, b) which is the legitimate possession of the buyer before disclosure and which the buyer has not obtained from Katko, directly or indirectly, as demonstrated by the buyer, c) which the buyer can prove to have developed independently without using or referring to confidential information; or d) which is subject to disclosure by applicable law or regulation, in which case the buyer shall, however, inform Katko of the disclosure and the details thereof to the extent permitted by law and practically possible.

Furthermore, the buyer also undertakes otherwise not to use the confidential information in a manner that benefits third parties or is inconsistent with the terms or purpose of this agreement.

11 Processing of Personal Data

The parties will process the personal data they receive under the agreement as independent controllers. The buyer undertakes to comply with applicable laws and regulations on the processing of personal data and not to transfer, use or otherwise process the personal data provided by Katko in violation of such laws and regulations.

Where Katko processes personal data on behalf of the buyer, the parties shall agree on the terms and conditions of the processing of personal data in a separate personal data processing agreement, which shall be concluded, unless otherwise agreed by the parties, according to the personal data processing agreement model template of Katko.

12 Compliance with Laws, Regulations and Directions

12.1 General

Katko warrants, and expects the buyer to warrant, that it is not subject to any financial sanctions or under notified official investigation

or inquiry by any competent authority in respect of applicable anti-bribery legislation, or economic or financial sanctions or legislation with respect to grey economy or the prevention of terrorism and money laundering.

Katko is committed, and expects the buyer to commit a) to responsible business practices, b) to paying particular attention to ensuring that its business activities comply with the requirements of applicable laws and regulations, including with respect to ESG (economic, social and governance) and prevention of grey economy, c) to provide, if necessary, details of its ownership structure regarding the foregoing, (d) to notify any material changes regarding the foregoing; and (e) to comply with Katko's general business principles, its code of conduct for business partners and any other rules and guidelines issued by Katko (as amended from time to time) to further ethics, sustainability, anti-corruption, safety at work or other matters of responsibility. The current rules and guidelines are available on the Katko website at <https://www.katko.com>.

12.2 No Re-export to Sanctioned Countries

For the purposes of this section 12.2, "Sanctioned Country" shall mean any country in the world subject to international sanctions (including any regulation, order or directive which imposes trade sanctions or other restrictive measures) on grounds pursuant to resolutions by the United Nations Security Council or on an autonomous national or regional basis pursuant to measures imposed or administered by the United States of America, the European Union or its Member States or the United Kingdom.

Notwithstanding the generality of section 12.1 above, the buyer acknowledges and agrees that in no event may the products, or any part thereof, may be distributed to any Sanctioned Country.

The buyer (i) shall not sell, export or re-export, directly or indirectly, any products supplied under or in connection with this Agreement to any Sanctioned Country or for use in a Sanctioned Country; (ii) shall undertake its best efforts to ensure that the purpose of item (i) above is not frustrated by any third parties further down the commercial chain, including by possible resellers; and (iii) shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of item (i) above.

Any violation of this section 12.2 shall constitute a material breach of an essential element of the agreement between Katko and the buyer, and Katko shall, without prejudice to any other rights it may have and at its sole discretion, be entitled to (i) suspend any obligations under the agreement between Katko and the Buyer until further notice without any liability whatsoever; (ii) terminate the agreement between Katko and the Buyer; and (iii) liquidated damages of an amount equalling 10% of the total value of the price of the products sold to the buyer. The liquidated damages shall not limit Katko's right to receive full compensation for any actual loss or damage in excess of the liquidated damages, which is caused to Katko as a result of such breach.

The buyer shall immediately inform Katko about any problems in applying its obligations under this section 12.2, including any relevant activities by third parties that could frustrate the purpose of this section 12.2. The buyer shall make available to Katko information

concerning compliance with its obligations under this section 12.2 within two weeks of the simple request by Katko of such information.

The buyer acknowledges that if Katko becomes aware of a breach or circumvention of the buyer's obligation under this section 12.2, Katko is obliged to inform competent authorities of such breach or circumvention.

13 Governing Law and Dispute Resolution

These terms and conditions and the agreement entered into by the parties in accordance therewith shall be governed by the laws of Finland excluding its choice of laws provision.

Any dispute, controversy or claim arising out of or relating to these terms and conditions and the agreement entered into by the parties in accordance therewith, or the breach, termination or validity thereof shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce.

The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.

14 General Conditions ORGALIM S 2022

In addition to these terms and conditions, the General Conditions ORGALIM S 2022 (General Conditions for the Supply of Mechanical, Electrical and Electronic Products, hereinafter "ORGALIM S 2022") shall apply, unless Katko and the buyer have agreed otherwise in writing. In the event of any conflict between these terms and conditions and ORGALIM S 2022, these terms and conditions shall prevail, unless otherwise expressly agreed.