

1. CONTRACT: This Purchase Order ("PO"), of which these Purchase Terms and Conditions ("Terms") are an integral part, constitute the agreement between Purchaser and Supplier ("CONTRACT"), is an offer by the Neles company (Part of Valmet) identified on the PO ("Purchaser") to purchase or otherwise procure the goods and services described in the CONTRACT. The CONTRACT includes all documents that are referenced and made a part of the CONTRACT by Purchaser. Acceptance of the CONTRACT is expressly limited to the terms and conditions of the CONTRACT. Additional or different terms offered by Supplier are objected to and rejected and do not become part of the CONTRACT, unless and only to the extent specifically stated elsewhere in the CONTRACT or Purchaser's written amendment to the CONTRACT. The CONTRACT will become enforceable between the parties upon Supplier's written acknowledgement or other acceptance of the CONTRACT, including Supplier's commencement of performance.

2. PACKING, SHIPMENT AND DELIVERY: **A.** All goods must be packed, marked, loaded and shipped in accordance with Purchaser's specifications and carrier requirements to enable lowest transportation cost and prevent loss or damage in transit. Supplier shall pay for loss or damage to goods resulting from improper packing, marking, loading or shipment. Purchaser's PO number and country of origin must appear conspicuously on each item or, as applicable, container. **B.** All documentation required by the CONTRACT, law or industry practice to be delivered with the goods shall accompany all shipments. This includes engineering material, technical documentation and assembly drawings, as well as training, operation, maintenance and service manuals. Shipping documents in duplicate, including invoice, shall be delivered to Purchaser on the day of shipment. **C.** Shipment and delivery shall be FCA, origin, Incoterms® 2020. **D.** Except as otherwise expressly provided in the CONTRACT (FOR EXAMPLE, if liquidated damages for late delivery are agreed to), time is of the essence with regard to all due dates, including any grace periods or other forbearance that might be granted by Purchaser during the performance of the CONTRACT. For goods not delivered in the quantities and at the times specified, Purchaser may expedite delivery with all associated costs and expenses paid by Supplier. For goods delivered more than thirty (30) days in advance of due date, Purchaser may retain them or return them at Supplier's risk and expense.

3. PRICING AND PAYMENT: **A.** Prices are firm and not subject to escalation. **B.** Invoices must show PO number, a description and quantity of the goods and services and HTS Codes. **C.** Payment due dates and any applicable early payment discount are calculated from the later of the date Purchaser receives all goods, services and other deliverables or the CONTRACT due date. **D.** In addition to any right of setoff provided by law, all amounts due Supplier under the CONTRACT or any other contract shall be considered net of any Supplier indebtedness or obligation to Purchaser, and Purchaser may deduct any amounts due or to become due from Supplier from any sums due to Supplier. Any Supplier delayed or otherwise nonconforming deliveries will entitle Purchaser to withhold payments otherwise due. **E.** No charges for blocking, boxing, crating, dunnage, packing, drayage, cartage or demurrage will be allowed. **F.** Any value-added taxes (VAT) or any other similar sales or use taxes or charges shall be shown separately on the invoice, if not exempt. **G.** Supplier will provide without cost to Purchaser the necessary information to enable Purchaser to make application for any duty drawback for any items or material imported by Supplier. **H.** All payments made by the Purchaser pursuant to this CONTRACT shall be made to the account designated and owned by the Supplier in an internationally renowned bank or equivalent financial institution. If the Supplier wishes to receive the payments on any other account, such request shall be addressed, through written means, by the Supplier to the Purchaser and such payment arrangement shall be approved in advance by the Purchaser before any payment is made.

4. QUALITY ASSURANCE, INSPECTIONS AND ACCEPTANCE: **A.** Supplier will maintain a quality assurance system to detect and prevent shipment of nonconforming goods and Purchaser reserves the right, for itself and for its customer, to audit and evaluate the adequacy thereof. All goods and services are subject to inspection, testing and final acceptance at Purchaser's, Purchaser's customer's or the initial end user's site. Payment for or commencement of use of the goods and services shall not constitute acceptance. Any inspection at Supplier's plant or elsewhere during or after manufacture shall be provisional only and not constitute acceptance. Purchaser's approval of any Supplier drawings shall not relieve Supplier of any of its obligations. Supplier shall ensure Purchaser or his auditors have the ability upon reasonable prior notice to conduct audits to verify Supplier's and his supply chain partners' compliance with all obligations. **B.** Final payment is conditioned upon: (1) acceptance of goods and services by Purchaser and, if applicable, Purchaser's customer or initial end user of the goods and services, and (2) evidence satisfactory to Purchaser that all existing or potential liens or claims on or against the goods or services or

the premises, for which the goods or services were furnished or installed, or which are otherwise chargeable to Purchaser or Purchaser's customer or the initial end user, have been fully paid, satisfied and released. Goods or services that are non-conforming may be rejected by Purchaser or, at Purchaser's option, shall be repaired, replaced or re-performed at Supplier's sole expense. **C.** Purchaser may audit all Supplier's books, records, facilities, work, inventories, and other items in any way related to the CONTRACT. Unless otherwise expressly agreed in the CONTRACT, the Supplier shall monthly report to the Purchaser in writing of the progress of his performance under the CONTRACT. In reporting special attention shall be paid to compliance with the delivery schedule and to any matters which may endanger the fulfillment of the agreed delivery schedule

5. HEALTH, SAFETY, ENVIRONMENTAL AND OTHER REQUIREMENTS: **A.** Supplier is responsible for sorting, recovery, treatment and other handling of electronic, electrical and other waste, chemicals and hazardous substances. **B.** Supplier shall ensure that all registrations and HSE reporting responsibilities as well as qualifications, documentations and certifications required by law or this CONTRACT will be submitted and available upon request. **C.** Supplier is responsible at its cost and expense for compliance with radiation handling, monitoring and exposure related regulations. **D.** Supplier confirms it has been provided with a copy of Purchaser Code of Conduct and Confidentiality Agreement and shall comply with such requirements (as amended from time to time).

6. REPRESENTATIONS, WARRANTIES AND REMEDIES: **A.** Supplier represents and warrants that all goods, services and documentation: (1) strictly conform to the specifications, drawings, samples or other descriptions set forth in, referenced in, or furnished pursuant to the CONTRACT; (2) comply with best industry, trade and professional standards; (3) are new and free of defects in material, workmanship and design; (4) are supplied with all necessary operating, testing, service and maintenance manuals, instructions, warnings, software and documentation; and (5) conform to all laws, regulations and government requirements applicable at the place of manufacture, assembly, installation and use. **B.** If, within twelve (12) months of final acceptance (or such other period if set forth elsewhere in the CONTRACT), Purchaser notifies Supplier that the goods or services do not conform to these representations and warranties, Supplier shall take all action necessary to remedy any non-conformities at Supplier's sole cost and expense. In the event Purchaser purchases the goods or services for resale, including incorporation into Purchaser's products, the warranty period shall commence after acceptance by Purchaser's customer or initial end user, and shall not to exceed forty-eight (48) months (or such other period otherwise specified in the CONTRACT) from shipment. **C.** Supplier agrees that these warranties are granted for the benefit of Purchaser, Purchaser's customers, and the initial end user of the goods and services, all of whom shall have the right to enforce the terms of any Supplier warranty.

7. SUBCONTRACTING AND ASSIGNMENT: **A.** Supplier shall not assign (including rights to payments), delegate or subcontract any portion of the CONTRACT or the performance thereof without first receiving Purchaser's written approval, which will be granted in Purchaser's sole discretion. Without such approval, any attempted assignment or delegation shall be ineffective and void and any subcontracting shall entitle Purchaser to cancel for breach that portion of the CONTRACT relating to the subcontracted goods or services. Any approval shall not release Supplier from any obligation under the CONTRACT. Supplier is responsible for all compliance, breach, acts and omissions related to its scope of work, including those portions rendered by any subcontractor or vendor, as if the same were committed directly by Supplier. Supplier shall make Purchaser a third-party beneficiary of all of Supplier's subcontracts issued in connection with the CONTRACT. Supplier shall require for Purchaser's benefit all of its vendors and subcontractors to include a similar requirement in their subcontracts. **B.** Supplier consents to any Purchaser assignment or delegation of the CONTRACT or any part thereof. If requested by Purchaser, Supplier shall enter into a novation agreement to confirm or further document its release of Purchaser.

8. PROPRIETARY RIGHTS: **A.** Unless otherwise expressly agreed upon elsewhere in the CONTRACT or separately in writing by the Parties, the CONTRACT does not affect the ownership or other rights to the Parties' existing or background intellectual or industrial property rights (such as inventions, patents, trademarks, utility models designs, specifications, computer programs, drawings, circuit layouts, documentation, databases, models, prototypes, technologies, techniques, copyrights or trade secrets). **B.** All inventions, discoveries, concepts, ideas, developments, results, technical documents, copyrights and other intellectual and industrial property rights developed, reduced to practice or otherwise created or provided in the implementation of the CONTRACT by or on behalf of either Party (the "Developments") shall be vested in the Purchaser and shall become the Purchaser's property as and when created except

if the Developments made by or on behalf of Supplier are based upon such Supplier's own design or copyright. If any goods or services supplied by Supplier are copyrightable, they shall be deemed to be a "work made for hire." In any event, the Supplier hereby assigns and agrees to assign or cause the assignment to Purchaser, without further compensation, all right, title and interest in and to all Developments, and Supplier shall execute or cause the execution of all papers reasonably required to protect Purchaser's rights. **C.** If or to the extent Purchaser does not acquire any of the right, title and interest in any goods or services as described in subsection B. above, Supplier hereby grants Purchaser a perpetual, worldwide, nonexclusive, royalty-free, irrevocable license to make, use, sell, sublicense, and import all Developments and to repair and have repaired, to reconstruct and have reconstructed the goods, and to prepare derivative works of any works of authorship. **D.** Supplier agrees that any Purchaser identification, such as trademarks, service marks, trade names, or trade dress shall be used only in furtherance of the CONTRACT and any rights arising out of such use shall accrue solely to Purchaser, and Supplier shall not attempt to register or otherwise obtain any right, title or interest in or to any such identification. **E.** Supplier's undertakings in this Section 8 are material to the CONTRACT. **F.** Except if goods or other deliverables are owned by Purchaser, Supplier bears the responsibility for ensuring that the Goods and other deliverables, or the use or transfer thereof, shall not infringe any industrial property rights, copyrights or other intellectual property rights of any third party.

9. CHANGES: Purchaser may, at any time by written notice, direct changes to the CONTRACT. If any such change affects the time or cost of performance, an equitable adjustment shall be made by written agreement of the parties upon presentation of reasonable substantiation by Supplier. All claims by Supplier for adjustment will be waived unless made in writing and in full within ten (10) days from the date of notification of the change. Supplier shall proceed with the CONTRACT as changed whether or not the parties have agreed on the equitable adjustment.

10. SUSPENSION: Supplier shall suspend work for up to one hundred and twenty (120) days upon written notice from Purchaser and shall take all reasonable steps to minimize costs during such suspension. An equitable adjustment shall be made to price, delivery schedule, or other provisions affected by the suspension, provided claim for adjustment accompanied by reasonable substantiation is made within ten (10) days after Supplier's receipt of Purchaser's notice to recommence work. Supplier shall recommence work whether or not the parties have agreed on the equitable adjustment.

11. TERMINATION: A. Purchaser may terminate all or any part of the CONTRACT without cause and at its convenience. Upon written notice from Purchaser to Supplier of such termination, Supplier shall stop the applicable work and cause its suppliers or subcontractors to stop work. **B.** Upon such termination, Purchaser shall pay to Supplier the following amounts, without duplication: (1) the CONTRACT price for all goods or services that have been completed in accordance with the CONTRACT; and (2) as of the date of termination, the actual direct costs of, plus the proportionate profit allocable to, goods-in-process, raw material committed and services rendered, but only to the extent such costs and profits are reasonable in amount and otherwise proper under applicable accounting standards, and less the sum of the reasonable value of any goods-in-process plus materials otherwise capable of use or sale by Supplier with Purchaser's written consent, plus any undelivered goods or raw materials that are in Supplier's standard stock or readily marketable. **C.** Purchaser will make no payments for finished goods, goods-in-process, or raw materials in excess of those authorized or released as of the date of termination. In no event will payments exceed the price payable by Purchaser for finished goods. **D.** Purchaser shall not be liable for and shall not be required to make payments for Supplier (or Supplier's subcontractors or suppliers) loss of anticipated profit (except to the limited extent expressly provided in subsection B (2)), unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement or rental costs, unamortized depreciation costs, and general and administrative burden charges arising out of the termination. **E.** Payment is conditioned upon receipt by Purchaser of Supplier's termination claim, with reasonable supporting data, within thirty (30) business days from the effective date of termination, and prompt receipt of supplemental supporting information as Purchaser may request. Purchaser, or its agents, shall have the right to audit all books, records, facilities, work, inventories, and other items relating to the termination. **F.** Upon payment, all right, title and interest in and to goods or services in process, including Developments and raw materials, shall vest in Purchaser.

12. CANCELLATION: A. Purchaser has the right to cancel all or any part of the CONTRACT or suspend its or Supplier's performance in the event of Supplier's breach of contract. **B.** Purchaser also has the right to cancel or suspend all or any part of the CONTRACT for cause immediately upon the happening



GENERAL PURCHASE TERMS

of any of the following or similar events: Supplier's insolvency; Supplier's filing of a voluntary petition in bankruptcy; filing of any involuntary petition in bankruptcy against Supplier; appointment of a receiver or trustee for Supplier; or execution by Supplier of an assignment for the benefit of creditors.

13. INSURANCE: A. Supplier will maintain the following minimum insurance at its expense from insurers with AM Best ratings of at least A-XII: (1) Commercial General Liability, on an occurrence form, covering premises, operations, contractual liability, products/completed operations (with broad form vendor's endorsement), and personal and advertising injury, with a minimum limit of \$5,000,000 per occurrence and in the aggregate; (2) workers' compensation as required by applicable law and employer's liability with a minimum limit \$500,000, such policies waiving any subrogation rights against Purchaser to the extent permitted by law; (3) automobile liability insurance (including non-owned) with a minimum limit of \$5,000,000 per person and per occurrence; and (4) "All Risk" property insurance waiving any subrogation rights against Purchaser and including coverage of any Purchaser Property or other goods in Supplier's care, custody and control with Purchaser as beneficiary. **B.** The insurance required under clauses A (1), (3) and (4) will name Purchaser as an additional insured. Supplier shall provide Purchaser with a certificate of insurance evidencing this coverage, which shall state that the insurance shall not be cancelled or modified without thirty (30) days prior notice to Purchaser. Purchaser may withhold payment until Supplier has obtained the required insurance and supplied the certificate. **C.** The existence or non-existence of insurance shall not limit or be deemed a release of Supplier of any liability or other Supplier obligation under the CONTRACT, including Supplier's duty to indemnify.

14. INDEMNIFICATION: A. Supplier shall defend, indemnify and hold harmless Purchaser and its corporate affiliates, and its and their successors and assigns and its and their directors, officers, employees, agents, and insurers, from and against any and all claims, demands, losses, suits, causes of action, damages, injuries, costs, expenses, including reasonable attorneys' fees, and liabilities whatsoever, including property damage, personal or bodily injury or death ("Liability") arising out of: (1) Supplier breach of any warranty or representation or other promise, including delivery, made under the CONTRACT; (2) negligence or other fault (including strict liability) of Supplier; or (3) infringement, misuse or misappropriation of any patent, trademark, copyright, trade secret, confidential information or other intellectual or industrial property right related to the goods or services supplied by Supplier. **B.** This indemnity will not apply where such Liability arises solely from the negligence or other fault of Purchaser. **C.** No settlement of any Liability shall be entered into by Supplier that waives or releases any right or remedy or imposes any obligation on Purchaser, without Purchaser's written approval.

15. FORCE MAJEURE: Purchaser will not be liable for nonperformance under the CONTRACT that is due to causes beyond its reasonable control. Supplier will not be liable for nonperformance under the CONTRACT that is due to a cause beyond its reasonable control and contemplation at acceptance of the CONTRACT and which occurs without its negligence or other fault. Supplier shall notify Purchaser within five (5) days of its notice of the event giving rise to such nonperformance and use diligent efforts to resume performance as soon as reasonably practicable. If such nonperformance exceeds sixty (60) days, Purchaser may terminate the CONTRACT without liability.

16. GOVERNING LAW AND DISPUTES: A. This CONTRACT shall be governed by, enforced and disputes resolved in accordance with the substantive laws of the jurisdiction identified below according to the location of the Purchaser office issuing this CONTRACT and the courts of such jurisdiction shall have exclusive authority over any dispute, controversy or claim arising out of or relating to the CONTRACT or the breach, termination or validity thereof. The country of the governing law is applicable without regard to its conflict of law rules and the United Nations Convention on Contracts for the International Sales of Goods shall not apply.

Purchaser office location	Governing law and location of Arbitration
EU and EEA, UK, Switzerland, Russia, CIS, Turkey, Middle East and Africa and any other country not otherwise identified below	Stockholm, Sweden
North America	Wilmington, Delaware, United States
South America	Sao Paulo, Brazil
China, Australia, Oceania, India	England, Singapore

Supplier irrevocably waives any claim of inconvenient forum. **B.** Any controversy or claim arising out of or relating to the CONTRACT or the breach thereof shall be determined by arbitration administered by the International Chamber of Commerce in accordance with its International Arbitration Rules. The number of arbitrators shall be one. The arbitration shall be held, and the award rendered, in English. Proceedings to confirm, recognize and/or enforce the award may be brought in any court of competent jurisdiction. For the avoidance of doubt, the availability of emergency and interim relief under the arbitral rules shall include injunctive or other equitable relief by any court of competent jurisdiction pertaining to claimed infringement, misappropriation or misuse of intellectual or industrial property, including the disclosure of confidential information. Supplier shall keep the existence of the arbitration, evidence or other information presented in hearing or discovery, and any arbitral ruling, decision or award confidential. **C.** Any court or arbitral proceedings brought by Supplier must be commenced with the appropriate court or arbitral body within one (1) year after the cause of action has accrued or be forever waived. Supplier shall continue performing under the CONTRACT during the pendency of a dispute.

17. MISCELLANEOUS: A. The term “goods and services” referred to in the Terms includes any computer programs (software or firmware), technical information or other deliverable, in whatever form, set forth in the CONTRACT. **B.** Supplier and Purchaser are independent contracting parties and neither this CONTRACT nor the performance thereof shall make Supplier an employee, agent, or partner of Purchaser, nor grant Supplier any authority to assume or to create any obligation on behalf of Purchaser. **C.** Section headings/titles of these Terms are for reference only and shall not affect the interpretation of the CONTRACT. **D.** If there is any inconsistency between any provision of the Terms and any other provisions of the CONTRACT, such other provisions shall prevail. **E.** If there is any inconsistency between the English language version of these Terms and any other language version of these Terms, the English language version shall prevail. **F.** Any waiver or failure of Purchaser to require strict compliance with any provision of the CONTRACT shall not be deemed a continuing waiver or a waiver of any other provision of the CONTRACT. **G.** Purchaser’s rights and remedies under the CONTRACT are cumulative and in addition to any others provided at law or in equity. **H.** The CONTRACT contains the complete and final agreement between Purchaser and Supplier, superseding all prior or contemporaneous oral or written statements, negotiations or agreements. No communication by or on behalf of Supplier purporting to modify the CONTRACT is binding upon Purchaser unless and to the limited extent expressly and specifically agreed to in writing by Purchaser’s authorized representative. **I.** The invalidity or unenforceability of any provision in the CONTRACT shall not affect the validity or enforceability of any other provision.