

## **TAMRO OYJ – GENERAL TERMS AND CONDITIONS FOR PURCHASING**

These General terms and conditions shall be followed unless otherwise agreed in writing between Tamro Oyj (Tamro) and Supplier.

### **1 DEFINITIONS**

The following capitalized terms shall have the meanings assigned to them, unless a different definition is assigned to them in the written Agreement:

“Purchase Agreement” shall mean the agreement, if any, entered into between the parties governing their Purchaser-Supplier relationship, which, unless otherwise specified therein, this GTC is an annex to and which shall take precedence over this GTC in case of discrepancies between the two documents. If alternatively applicable, the Purchase Agreement shall mean the purchase order to which this GTC is attached;

“Delivery” shall mean completion of the delivery of the Products or Service in accordance with the Purchase Agreement;

“Products” shall mean the products and all necessary documentation to be delivered to Tamro by the Supplier, including any specified services to be performed in connection with the Delivery, such as installation and testing of the Products;

“Service” shall mean the service to be performed by Supplier, as specified in Purchasing Agreement;

“Service deliverable” shall mean deliverables to be created as a result of performing the Service by Supplier to Tamro in accordance with Purchase agreement;

### **2 PRODUCTS OR SERVICES**

#### **2.1 Scope of delivery**

The Products or Services shall be completed to meet the specification provided by the Purchaser (“Specification”) and shall be delivered to Tamro within the period allowed for the Delivery according to the Purchase Agreement (“Delivery Time”). The Products or Service shall be deemed to include any products and services which are necessary for the Delivery and the intended use of the Products or the Service deliverable.

#### **2.2 Modifications**

Tamro shall have the right to request the Supplier to modify the Specification at any time. Any adjustment to the purchase price and to the Delivery Time caused by the modification shall be agreed upon separately. The rights and obligations of the parties under the Purchase Agreement and the GTC shall extend to all modifications.

#### **2.3 Documentation**

The Supplier shall provide Tamro documentation concerning the Products or Service in accordance with the Purchase Agreement. Upon request, the Supplier shall deliver additional instructions and documentation to enable the orderly use, installation or maintenance of the Products or Service deliverables.

Tamro shall have the right to use all documentation that has been placed at its disposal, for any authorized purpose and to place such documents at the disposal of authorities, the end user, or any other third party, as necessary in such connection.

#### **2.4 Compliance with other laws and regulations**

The Supplier shall ensure that the Products or Service fully comply with any other applicable laws and regulations. The Supplier also ensures that it shall follow all applicable laws and regulation in its operations.

#### **2.5 Delay in Delivery by the Supplier**

Should the Supplier have reason to assume that he will not be able to reach the Delivery Time, he shall immediately notify Tamro, stating the cause and estimated duration of the delay.

### **2.6 Right to withhold**

Tamro may deduct any amount owed by the Supplier from any payment of the purchase price. The Purchaser shall pay the undisputed amounts payable pursuant to the Purchase Agreement, however, disputed amounts being payable only after the final settlement of such disputes.

### **3. INTELLECTUAL PROPERTY RIGHTS**

All intellectual property rights to Service deliverables or unrestricted royalty fee right to use of delivered Product shall transfer to Tamro at the time of the agreed purchasing price has been paid. Title to all Products or parts thereof shall be transferred to Tamro when the relevant parts have been obtained, or otherwise identified and separated, by the Supplier, as parts to be used for the purposes of the Purchase Agreement.

### **4 OTHER RESPONSIBILITIES OF THE SUPPLIER**

#### **4.1 Insurance**

The Supplier shall maintain adequate insurance to cover any general liability or product liability he may incur in connection with or as a result of the performance of his obligations pursuant to the Purchase Agreement. Upon demand, the Supplier shall submit all requested certificates of insurance to Tamro.

#### **4.2 Liability for defects; warranty**

The Supplier warrants that the Products or Service deliverable comply in every respect with the requirements of the Purchase Agreement and that they are free from any defect in design, materials or workmanship. Any defect appearing within twelve (12) months from the date of delivery of the Products or Service deliverable (“Warranty Period”), shall be corrected by the Supplier without delay and without any additional cost to Tamro or the end user.

Should the Supplier refuse, or fail, to fulfill his warranty obligation to Tamro’s satisfaction, within a reasonable period of time, Tamro shall be entitled to have repair or replacement carried out at the Supplier’s expense. The same right shall accrue to Tamro, if in case of urgency Tamro finds it inappropriate to wait for the Supplier to carry out the work.

### **5 LIABILITIES OF THE SUPPLIER**

#### **5.1 Liability for damages**

Any direct costs incurred by Tamro due to any breach shall be compensated for in full by the Supplier.

Neither Party shall be liable for any indirect or consequential damages towards other Party.

#### **5.2 Indemnification**

The Supplier shall indemnify and keep Tamro indemnified against losses and claims for injuries or damage to any person or property which may arise out of or in consequence of the performance of the Purchase Agreement by the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto. The Supplier’s liability to indemnify Tamro as aforesaid shall be reduced proportionately to the extent that the act or neglect of Tamro, his servants or agents may have contributed to the said loss, injury or damage.

#### **5.3 Infringements**

The Supplier shall indemnify Tamro for all consequences of any infringement on patent rights, trade marks, designs or other immaterial rights caused by the manufacture, processing, use or sale of the Products, unless the infringement is attributable to the Tamro’s design.

## 5.4 Confidentiality

All information submitted by Tamro to the Supplier prior or subsequent to the Purchase Agreement, shall remain the exclusive property of Tamro. They may not, without the Tamro 's express written consent, be utilized by the Supplier or copied, reproduced, transmitted or communicated to a third party. The Supplier shall, at Tamro 's request, immediately return any copies of the information held by him at the end of the validity of the Purchase Agreement.

The Supplier shall ensure that no information regarding the Purchase Agreement is brought to the knowledge of any third party without obtaining prior consent thereto from Tamro.

## 6 FEES AND PAYMENT TERMS

Payment term for all invoices shall be 45 days net from the date of the invoice. Invoicing shall be done in arrears. Invoicing currency between Tamro and Supplier shall be in Euro. In case Tamro has created purchase order to Supplier of the material/services Supplier should use the purchase order number as a reference in the invoice.

Tamro shall not pay any travel cost related to travelling in metropolitan area of Helsinki. All needed traveling must be agreed beforehand in writing with Tamro.

## 7 DATA PRIVACY

Parties agree to follow applicable data privacy laws, especially General Data Protection Regulation (EU GDPR). In case of data breach or violation in data privacy regarding the data provided by Tamro to Supplier, Supplier shall inform Tamro of such breach without undue delay.

## 8 MISCELLANEOUS

### 8.1 Notices

Notices will be deemed to have been validly given if delivered personally in writing, telexed, sent by registered air mail, telefaxed or e-mailed followed by a letter copy, to their respective addresses set forth in the Purchase Agreement or to any other address of which the parties hereto may have informed to the other party. A notice or document sent by registered air mail will be deemed to have been received on the 14th day after mailing.

### 8.2 The Representatives of the parties

All communication between the parties shall be effected through the representatives named in the Purchase Agreement or their substitutes as notified from time to time by either party to the other party. However, all communication concerning any specific order or a specific affiliate or unit of the Purchaser shall be effected directly between the affiliate or unit and the relevant representative of the Supplier.

### 8.3 Amendments

Amendments to the Purchase Agreement shall only be made in writing with specific reference to the Purchase Agreement and therefore any waiver given by either party to the other in any one instance shall not be deemed an amendment of the Purchase Agreement.

### 8.4 Entire agreement

The Purchase Agreement and the documents referred to in the Purchase Agreement shall constitute the entire agreement between the parties and it shall precede any other document exchanged between the parties before the date of the Purchase Agreement. No document shall be deemed to be included in the Purchase Agreement without a specific reference.

### 8.5 Assignment and subcontracting

The Supplier may not transfer or assign the Purchase Agreement or any part of it without the prior written consent of Tamro. Tamro may freely assign the Purchase Agreement or any part thereof to any company

affiliated with the Purchaser by giving advance notice thereof to the Supplier.

If the Supplier wishes to employ sub-contractors to a greater extent than implied in the Purchase Agreement, the written consent of Tamro must be obtained before the subcontracting work is ordered.

## 8.6 Termination

In addition to any other rights of termination specified in the Purchase Agreement, Tamro has a right to terminate the Purchase Agreement

- (i) in the event that the Supplier is in serious breach of his obligations under the Purchase Agreement and has failed to remedy such breach, if capable of remedy, within thirty (30) days of a written demand thereof by the Purchaser. Products or Services failing to meet the specified quality requirements shall always be considered a serious breach of the obligations of the Supplier.
- (ii) any time by giving 60 days prior written notice of the termination of the Purchasing Agreement to Supplier

## 8.7 Force majeure

The following circumstances shall constitute an event of force majeure, provided they arise subsequent to entering into the Purchase Agreement and could not reasonably have been anticipated by the Supplier at the time: war, mobilization, civil commotion, revolt or riot, government intervention, official strike and acts of God. The Supplier may not invoke any events of force majeure unless he can prove that

- (i) he has taken all reasonable steps to limit the effects and to make good the time lost, during and after the event of force majeure,
- (ii) he has, when the circumstances he wishes to invoke as events of force majeure have become known to him, within three (3) days given written notice to Tamro of the nature and anticipated consequences of the force majeure.

Under no circumstances can a period longer than seven (7) days prior to the written notice be taken into account as an event of force majeure, whether known to the Supplier or not.

## 8.8 Applicable law and settlement of disputes

This Agreement shall be governed by and construed in accordance with the laws of Finland except for international private law (choice of foreign laws).

Solutions to any disputes arising in connection with the Purchase Agreement shall be negotiated in good faith between the parties. If a solution cannot be found in mutual negotiations, the dispute, controversy or claim arising out of or relating to this Agreement, 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 arbitration shall take place in Helsinki, and the language of the arbitration proceedings shall be English, unless specifically otherwise agreed by the parties in writing.

## 8.10 Anti-bribery and corruption

Supplier represents and warrants that it will not directly or indirectly offer or pay, or authorize such offer or payment, of money or value to improperly or corruptly seek to influence any person (whether governmental or private) in order to gain an improper business advantage, and, will not accept such a payment. Further Supplier warrants that it shall follow all applicable laws and regulations relating to anti-bribery and corruption