

STERA GROUP OY GENERAL TERMS AND CONDITIONS OF PURCHASE

(Stera Group Oy, Stera Technologies Oy, Stera Technologies AS)

1. General

These General Terms and Conditions of Purchase ("General Terms") shall be applied and they form an integral part of all purchases made by Stera Group Oy if the General Terms have been enclosed to the agreement, order, request for offer or other document by a reference or by attaching them to said documents.

These General Terms shall prevail over any general terms and conditions included in the Supplier's order confirmation or otherwise provided and/or referred to by the Supplier, unless the Parties have expressly agreed in writing to adhere to the Supplier's terms. Should there be any discrepancy between the General Terms and other documents related to the purchase, the General Terms shall primarily be applied. If the Parties have signed a written purchase agreement the agreement shall primarily be applied.

2. Definitions

The terms listed below shall have the following meaning in these General Terms:

"Party" shall mean the Buyer and the Supplier individually and jointly.

"Services" shall mean the services the Supplier offers to the Buyer in accordance with the Agreement and these General Terms and which are defined in the Agreement.

"Agreement" shall mean the agreement on purchase of the Products and Services between the Parties.

"Buyer" shall mean Stera Group Oy.

"Supplier" shall mean the legal or natural person referred to in the Agreement selling, delivering or supplying Products or Services to the Buyer.

"Products" shall mean the products which the Supplier offers to the Buyer in accordance with the Agreement and these General Terms and which are defined in the Agreement.

3. Order

The Buyer shall order the Products or Services in accordance with the Agreement or a separately agreed order procedure.

Unless otherwise agreed between the Parties the Buyer shall not be bound by any minimum purchase amounts or any purchase quotas.

Unless the Parties have otherwise agreed, the Supplier shall, within 2 (two) working days from the receipt of the order, send a written order confirmation to the contact person named in the Buyers order. In case the order has not been confirmed within 3 (three) working days, the order shall be deemed to be confirmed by the Supplier in accordance with the Buyer's order.

The Buyer shall have the right to make changes to the order. Such changes shall be made no later than 7 (seven) working days before the agreed delivery day of the Products or Services by notifying the Supplier in writing thereof. The Supplier shall confirm the changes within 1 (one) working day from the receipt of the Buyer's notification of changes.

The Buyer shall have the right to cancel the order. Such cancellation shall be made no later than 7 (seven) working days before the agreed delivery day of the Products or Services by informing the Supplier in writing thereof. The Buyer shall be responsible and reimburse the Supplier the direct costs which have incurred (to the Supplier) before the cancellation of the order.

4. Delivery

The delivery of the Products shall be made in accordance with the Agreement or in accordance with a term of delivery separately agreed between the Parties. If the Parties have not agreed on a term of delivery, it shall be FCA (Incoterms 2020), Supplier's office.

The delivery shall be carried out by using the Buyer's agreement number and the carrier named by the Buyer.

The Supplier shall package the Products in such a way that they stand handling, transport and storage. The Supplier shall comply with all requirements set forth for deliveries and transports in applicable legislation and international conventions. Furthermore, the Supplier shall comply with the Buyer's instructions related to packaging methods, packaging materials, and labelling of the Products.

The Supplier shall deliver the Products and the Services to the Buyer at the time set by the Supplier. In case the Parties have not agreed on a separate time of delivery, the Products and the Services shall be delivered at the time set by the Buyer.

The Buyer shall have no obligation to accept a partial, early or delayed delivery. Without a prior written consent of the Buyer the Products or the Services or any part thereof may not be delivered before the agreed time.

The liability for risk shall pass to the Buyer in accordance with the terms of delivery. The title to the Products shall pass upon reception of the delivery by the Buyer.

5. Delay (Products)

The delivery of the Products is deemed to be in delay if the Products have not been delivered within the agreed time and timetable in accordance with the agreed term of delivery and the Agreement.

If the Supplier becomes aware that it cannot comply with the time of delivery or that a delay is to be expected it shall, without delay, inform the Buyer in writing of the reason of delay and a new time of delivery. For a justified reason the Buyer shall have the right to refuse to accept a new time of delivery. Notwithstanding having made the notice of delay the Supplier shall be responsible for sanctions set forth in this Section 5.

If the delivery of the Products or the acceptance of delivery is delayed for a reason falling outside the sphere of Buyer's responsibility or force majeure of the Supplier, the Buyer shall have the right to demand the following penalty for delay: The penalty for delay shall be 2 (two) per cent of the total price of the

delivery for each day or part of day the delivery is in delay however, not exceeding 20 (twenty) per cent of the total price of the delivery and without prejudice to the Suppliers liability for actual damage caused by the delay in excess of the penalty. The Buyer shall have, at its discretion, the option to deduct the penalty to be paid by the Supplier from the price to be paid for the Products in accordance with the Agreement.

6. Delay (Services)

The delivery of the Services is deemed to be in delay if the Services have not been delivered at the agreed time and timetable in accordance with the Agreement.

If the Supplier becomes aware that it cannot comply with the time of delivery or that a delay is to be expected it shall, without delay, inform the Buyer of the reason of delay and a new time of delivery. For a justified reason the Buyer shall have the right to refuse to accept a new time of delivery.

If the delivery of the Products or the acceptance of the delivery is delayed for a reason falling outside the sphere of Buyer's responsibility or force majeure of the Supplier, the Buyer shall have the right to demand reasonable damages for any direct damage suffered by the Buyer.

7. Inspections

Supplier shall inspect, before delivery, that the Products are free from defects and that they meet the requirements set forth in the Agreement. At the request of the Buyer the Supplier shall provide the Buyer with a certificate of the materials used in the Products and documents certifying the inspections and testing made for the Products. The above-mentioned documents shall be delivered within 2 (two) working days from the request of the Buyer.

At its discretion the Buyer has the right, but no obligation, to inspect the Products after delivery. Notwithstanding the inspections made by the Buyer, the Supplier shall comply with the responsibilities and duties set forth in the Agreement and these General Terms.

8. Prices, invoicing and terms of payment

The prices of the Products and Services shall be defined in accordance with the Agreement or a separately specified usage between the Parties. The prices include any insurance premiums, extra charges for a delivery falling short of a certain amount, extra charges for packaging and carriage as well as taxes. Value added tax shall be added to the quoted prices in accordance with the then current regulations.

The Supplier shall have the right to send the invoice after the Products have been delivered or the Service has been performed. Periodic payments shall be invoiced afterwards in accordance with the agreed invoicing periods. The invoice shall be sent in accordance with the applicable invoicing instructions of the Buyer. The instructions are available at <https://www.stera.com/contact-us/>.

Unless the parties have otherwise agreed the term of payment is 60 (sixty) days net from the day the Buyer has received the invoice.

If an invoice is not settled within the time specified above the Buyer shall be liable from the day on which payment was due to pay penal interest in accordance with the Finnish Interest Act in force from time to time.

9. Requirements related to Products

The Supplier warrants that the Products are free from defects and that they meet the requirements in type, amount, quality and other qualities as agreed between the Parties.

The Supplier warrants that the Products meet all the requirements set forth in applicable legislation and other regulations.

The Products shall meet the information given to the Buyer. Unless otherwise agreed, the Products shall be suitable for the purpose the Products normally are used for or for any specific use the Products are intended to be used, provided that the intended use was known to the Supplier or should have been known to the Supplier because of circumstances or Supplier's expertise.

At the Buyer's request the Supplier shall deliver all warranties, licences and other documents that are needed for taking into service and further processing of the Products. The above-mentioned documents shall be delivered within 2 (two) working days from the request of the Buyer.

10. Environmental requirements

The Supplier warrants that the production of the Products in the supply chain meet the requirements set by the European Union, the European Economic Area and/or the applicable national environmental legislation.

The Supplier warrants that it meets all the requirements related to registration, valuation, licensing and restrictions of chemicals, such as REACH-requirements and rules restricting the use of hazardous substances i.e., the RoHS - requirements. The Supplier shall deliver said information to the Buyer free of charge.

11. Warranty/Guarantee of the Products

The Supplier warrants that the Products meet, in all respects, the requirements set forth in the Agreement (including these General Terms), applicable laws, regulations, standards and generally accepted requirements. Furthermore, the Supplier warrants that the Products meet all the highest industry standards and that they are free from defects in planning, material, workmanship or otherwise and that they are suitable for the intended use (provided that the intended use is known to the Supplier).

Unless otherwise agreed, the Supplier offers a 24-month guarantee from the day of delivery of the Products. Notwithstanding the Buyer reselling the Product the guarantee shall remain in force.

However, should any defects be detected, the Buyer shall, without delay, inform the Supplier thereof in writing and return the defected Products to the Supplier, at the Supplier's expense. The Supplier shall, in accordance with 8D process, perform an inspection to detect the reason for the defect. If the Product cannot be repaired, the Supplier shall deliver a Product corresponding a new one within 2 (two) working days.

The Supplier shall be responsible for any direct costs, such as cost of repair, caused by the defected Products. Notwithstanding the aforementioned, the Buyer is entitled to claim damages for damage caused by the defect. The Buyer can charge the Supplier for the costs related to handling the complaint.

The Supplier offers a new 24-month guarantee for the delivered new or replaced Products.

Should the Supplier not be able to fulfil its guarantee obligation, the Buyer shall have the right to make necessary repairs or let a third party make them. The Supplier shall be responsible for the costs caused thereby. The Buyer shall have, at its discretion, the option to deduct the costs of repair from the price to be paid in accordance with the Agreement.

12. Warranty/Guarantee of the Services

The Supplier warrants that the Services meet, in all respects, the requirements set forth in the Agreement (including these General Terms), applicable laws, regulations, standards and generally accepted requirements. Furthermore, the Supplier warrants that the Services meet all the highest industry standards and that they are free from defects and that they are suitable for the intended use (provided that the intended use is known to the Supplier).

Unless otherwise agreed, the Supplier offers a 24-month guarantee from the day of delivery of the Services.

Should any of the Services fail to meet the above-mentioned warranty/guarantee, the Buyer shall, without delay, inform the Supplier thereof in writing. The Supplier shall, at its own expense, repair or otherwise replace the defects in the Services.

The Supplier shall be responsible for any direct costs, such as cost of repair, caused by the defected Services. Notwithstanding the aforementioned, the Buyer is entitled to claim damages for damage caused by the defect.

The Supplier offers a new 24-month guarantee for all Services repaired or replaced on the grounds of the warranty/guarantee.

Should the Supplier not be able to fulfil its guarantee obligation, the Buyer shall have the right to make necessary repairs or let a third party make them. The Supplier shall be responsible for the costs caused thereby. The Buyer shall have, at its discretion, the option to deduct the costs of repair from the price to be paid in accordance with the Agreement.

13. Limitation of Liability

In accordance with the applicable Product Liability Act the Supplier shall be responsible for any injury or damage caused by the Product to a third party.

Neither Party shall be liable (to the other Party) for any indirect or consequential damage, such as loss of profit or sales.

14. Intellectual Property Rights

Ownership and other rights to Intellectual Property Rights of a Party shall remain with the Party having owned them before entering into the Agreement or independently develops them during the term of the Agreement. Unless separately agreed in these General Terms, neither Party transfers to the other Party any rights belonging to its own Intellectual Property Rights or those of a third party.

The Supplier warrants that the Products do not infringe the Intellectual Property Rights of any third party.

The ownership and the Intellectual Property Rights to the drawings and spare part lists provided by the Buyer shall remain with the Buyer or a third party. The Supplier shall have the right to use the material handed over to it only for the purposes set forth in the Agreement and the Supplier shall have no right to transfer the material to any third party.

The Buyer owns all new Intellectual Property Rights related to the use of the Products in Buyer's manufacturing process, the Buyer's end products or the purpose of use of the Buyer's end products, and that either Party or the Parties together develop during the testing or use of the Products in the Buyer's manufacturing process.

15. Force Majeure

Any delay or failure by either Party in performance hereunder shall be excused if and to the extent that such delay or failure shall be related to occurrences beyond such Party's control and which the Party cannot be expected to have taken into consideration when entering into the Agreement and the effects of which a Party cannot reasonably have been expected to have prevented. Such cases of force majeure may result from fire, acts of God, war, government acts new legislation or changes in legislation, strike, riot, or any other similar event having considerable effects and being beyond the Parties' control. Economic or financial difficulties shall not be considered as a force majeure event.

The Party affected by force majeure event shall, without delay, notify the other Party in writing of its emergence and shall also promptly notify the unaffected Party in writing of the termination of the force majeure event.

Should a cause of force majeure have lasted or is expected to last for more than 6 (six) months, either Party shall have the right to terminate the Agreement with immediate effect subject to immediate notice to the other Party.

16. Confidentiality

Each Party shall keep in confidence all material and information received from the other Party. A Party shall have the right to use said material and information only for the purposes set out in this Agreement.

The Supplier shall keep confidential all information related to the Buyer received during the co-operation. The Supplier ensures that it discloses said information only to those of its employees who necessarily need to know such information. The Supplier ensures that the employees have been notified of the obligations set forth in the Agreement and that they adhere to those contractual obligations.

The rights and obligations under this Section 16 shall survive the termination or cancellation of the Agreement and shall remain in force for a period of 5 (five) years after the termination or cancellation of the Agreement.

17. Term

These General Terms shall enter into force on 1 April 2025 and shall remain in force for an indefinite period of time.

18. Amendments

The Buyer shall have the right to make changes or amendments to these General Terms by notifying the Supplier thereof no later than 30 (thirty) days before the entering into force of the amendments of changes. The amended or changed terms shall apply to a purchase made after said amendments of changes were made.

19. Assignment

Neither Party shall, without a written consent of the other Party, have the right to assign or transfer the Agreement, in whole or in part, to a third party.

20. Applicable law and disputes

The Agreement shall be governed by and construed in accordance with the laws of the Republic of Finland without regard to the conflict of laws provisions or the provisions of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The Parties endeavour to settle any dispute primarily by negotiations.

Any dispute or controversy arising out of or relating to these General Terms shall be finally settled by arbitration in accordance with the Rules of the Arbitration of the Turku Chamber of Commerce. The number of arbitrators shall be one. The arbitration proceedings shall be held in Turku, Finland in the English language.