

ADAPTEO GROUP GENERAL CONDITIONS FOR PURCHASE OF DIRECT MATERIALS

1. Scope and applicability

- 1.1. These general conditions of purchase shall apply between the Buyer and the Supplier unless otherwise expressly agreed in writing. The general conditions of the Supplier shall not apply.
- 1.2. Terms that diverge from these general conditions of purchase shall have no applicability unless the Buyer has expressly accepted the relevant term in writing.

2. Definitions

- 2.1. Unless the context clearly specifies or requires otherwise, the following terms shall have the meanings assigned to them below.

“Adapteo Company” means a company in the Adapteo Group.

“Adapteo Group” means Adapteo Oy and all other companies in which Adapteo Oy is under common control with, or directly or indirectly owns or controls at least 50 % of the votes, partnership interest, or other ownership interest.

“Agreement” means these general conditions of purchase, the Purchase Order, and any other document the parties have agreed to form part of the Buyer’s purchase of the Products.

“Buyer” means the contracting Adapteo Company that purchases or arranges the purchase of Products from the Supplier under the Agreement.

“Confidential Information” shall have the meaning outlined in Clause 14.

“Intellectual Property” means all work of authorship, designs, inventions and discoveries, software, samples, models, tools, knowhow and trade secrets, in each case, in all forms, formats, languages and versions.

“Intellectual Property Right” means all right, title and interest in and to any Intellectual Property, in all territories, whether by operation of law (including, without limitation, by operation of laws of copyright, patent, trademark, trade usage and trade secrets) or contract, license or otherwise, and applications, registrations, renewals, extensions and restorations relating to any of the foregoing.

“Product” means a product and any associated services made subject to these general conditions of purchase.

“Purchase Order” means a written purchase agreement or an order by posted email, mail, or other portal solution for purchase of Products by the Buyer, submitted by the Buyer to the Supplier, subject to these General Conditions for Purchase.

“Registered Office” shall mean the address where the Buyer is incorporated and registered.”

“Supplier” means the seller of the Products.

3. Ordering Procedures

- 3.1. The Buyer will issue a Purchase Order for each order of Products, including details of the Products, delivery date, and other details related to the Products.
- 3.2. The Supplier shall within two (2) calendar days from receipt of the Purchase Order confirm the receipt thereof and within seven (7) calendar days from that notification, either the Purchase Order or reject it. If the Supplier has neither confirmed nor rejected the Purchase Order within the said period, the Supplier is deemed to have accepted the Purchase Order.
- 3.3. The Buyer does not make any volume commitment unless expressly stated otherwise in the Agreement, and the Buyer is always free to source Products from other suppliers or to produce Products independently.

4. Prices and Terms of Payment

- 4.1. The prices are firm and fixed unless otherwise expressly agreed in writing. All prices shall be exclusive of all taxes, fees, or other charges and shall include all costs associated with suitable packaging and preparation for shipment.
- 4.2. Undisputed invoices shall be paid within sixty (60) calendar days from the later of (i) the receipt of the correct invoice, (ii) the delivery date set forth in the Purchase Order, or (iii) the actual delivery in accordance with the requirements as specified in the relevant Purchase Order.
- 4.3. The Supplier shall follow the Buyer’s invoicing guidelines. Invoices shall refer to the number of the relevant Purchase Order and item/position/line in the Purchase Order. Invoices not referring to a Purchase Order will not be accepted and consequently not paid.

5. Terms of Delivery and Packaging

- 5.1. Delivery shall be made on the dates agreed. The terms of delivery shall be DAP Supplier’s place of business under Incoterms 2020.
- 5.2. Partial deliveries are not accepted unless expressly agreed in writing.
- 5.3. The Supplier shall pack each Product to a standard which shall ensure transportation and delivery to the Buyer without any damage to the Product. The Supplier shall be responsible for all loss or damages

arising out of the failure to meet such packaging requirements.

- 5.4. The Supplier shall use packaging that is recyclable and made of recycled or renewable material. The Supplier shall also: i) remove any unnecessary packaging, ii) consider reuse of all packaging material, iii) optimize packaging size to keep quantity/volume packaging material to a minimum, iv) avoid single use virgin material and v) avoid packaging with mixed materials to enable easy recycling.
- 5.5. The delivery documentation shall reference the number of the Purchase Order.

6. Delay in Delivery

- 6.1. A delay in delivery has occurred if the date of delivery of the Product is later than the delivery date agreed upon and such delay is not due to the Buyer.
- 6.2. If the Supplier anticipates or has reasonable cause to believe that a delay in delivery may occur, the Supplier shall immediately notify the Buyer in writing stating the cause of the delay and the Supplier's best estimate of when delivery can be made. Such notice shall not limit the Supplier's liability for the delay.
- 6.3. Upon a delay in delivery, the Buyer shall be entitled to liquidated damages to be payable at a daily rate of zero-point five percent (0.5%) of the price of the delayed Products and the price of the Products that cannot, as a consequence of the delay, be used as intended by the Buyer. The liquidated damages shall not exceed a total of fifteen percent (15%) of the price of the aforementioned Products.
- 6.4. The liquidated damages shall become due at the Buyer's demand in writing. The Supplier's payment of liquidated damages shall not relieve the Supplier from the obligation to deliver the Products.
- 6.5. When the maximum cap of liquidated damages is reached, the Buyer may in writing demand delivery within a final reasonable period. If the Supplier does not deliver within such final period, the Buyer may by notice in writing to the Supplier terminate the relevant Purchase Order or the Agreement or any part thereof with immediate effect and, subject to the limitation of liability in Clause 11, claim compensation for the loss it has suffered as a result of the termination.
- 6.6. The Buyer shall also be entitled to terminate the Agreement or any part thereof with immediate effect by notice in writing to the Supplier, if it is clear from the circumstances that a delay will occur which would entitle the Buyer to maximum liquidated damages. In case of termination in accordance with this Clause 6.6, the Buyer shall be entitled to maximum liquidated damages.
- 6.7. Liquidated damages under this Clause 6, the right to request delivery and termination of the Purchase Order or the Agreement with limited compensation pursuant to Clause 6.5 shall be the exclusive remedies available to the Buyer in case of delay on

the part of the Supplier. All other claims against the Supplier based on such delay shall be excluded, except where the Supplier has been guilty of gross negligence or willful misconduct.

7. Quality and Environmental Requirements

- 7.1. The Products shall meet all requirements imposed by any law or regulation applicable to the production, use, repair, maintenance, transport, disposal, and/or sale of the Products.
- 7.2. The Products shall also meet any other requirements agreed upon in writing.
- 7.3. If Products are made fully or partly from wood, all wood included in the Products must be FSC (Forest Stewardship Council) certified. The Supplier shall, if requested, provide source and Chain of Custody evidence, including certificates, delivery notes, and invoices to confirm compliance with this requirement. Reused, recovered, or reclaimed timber shall be considered compliant if appropriately documented.
- 7.4. The Supplier shall provide information on whether the Products are covered by any form of producer responsibility or other provisions that involve special handling on disposal.
- 7.5. The Supplier shall comply with the applicable requirements of the standards ISO 9001, ISO 45001, and ISO 14001.
- 7.6. The Supplier shall have a sustainability policy and sustainability targets in place and systematically track and follow up performance against the policy and targets. The Supplier shall be transparent and provide information about its sustainability performance, including relevant data, metrics, and certifications, free of charge.
- 7.7. The Supplier shall provide an Environmental Product Declaration, EPD, for the components and materials used. An EPD is an independently verified environmental label (i.e. ISO Type III label) according to the requirements of ISO 14025. For construction products, the EPD must be produced to either EN 1580462, ISO1402563 or ISO 2193064.
- 7.8. The Supplier shall support initiatives for circular economy principles and have adequate waste management practices that prioritize waste prevention, reuse, recycling, and responsible disposal.
- 7.9. The Supplier shall work to improve material traceability. The Supplier shall be able to provide the Buyer with country of origin and country of production of components and materials. The Supplier shall be able to identify and manage risks for materials from high-risk countries. The Supplier shall inform the Buyer of any potential known and realized risk affecting people and communities and the environment negatively in the supply chain.
- 7.10. Supplier shall comply with the REACH regulation and the SIN-list and shall actively work to restrict and remove hazardous chemicals on this list as soon as

possible as they pose a threat to human health and the environment. For chemical products, the Supplier shall send Safety Data Sheets (SDS).

- 7.11. Suppliers who handle or trade in metals as key materials are required to have a policy and due diligence frameworks in place, consistent with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. The Supplier shall also take necessary steps in its supply chain to identify components, materials and/or products that may contain unsustainably mined minerals, meaning minerals excavated at high environmental and/or social costs, or conflict minerals, meaning minerals that may directly or indirectly contribute to the financing of armed conflict, serious human rights violations and serious environmental damage.
- 7.12. The Supplier understands and accepts that any non-compliance with the undertakings in this Clause 7 may be deemed to constitute a material breach of this Agreement and result in the Buyer's immediate termination of this Agreement or any other agreement between the parties.

8. Warranty

- 8.1. The Supplier shall remedy any Defect in the Product during a warranty period of twenty-four (24) months starting from the delivery of the respective Product. In this Agreement, a "Defect" in the Product is a defect resulting from faulty design, material, or workmanship or any non-conformity of the Product to any agreed specification.
- 8.2. The Supplier shall also be obliged to remedy any systematic defect of the Products during a five (5) year period from the delivery of such Products to the Buyer. A systematic defect is a Defect that appears in more than ten (10) percent of the delivered Products of the same kind. In case of a systematic defect, the Supplier shall at no charge to the Buyer, remedy all such Products.
- 8.3. The Buyer shall notify the Supplier of a Defect without undue delay after its appearance and in no event later than two weeks after the expiry of the warranty period. The notification shall include a description of the Defect and how it presents itself.
- 8.4. The Supplier shall as soon as possible remedy any Defect in the Products at its own cost through repair or replacement. If the Supplier does not remedy the Products within a reasonable time, the Buyer may by notice in writing to the Supplier stipulate a final time for the remedy of the Products. If the Supplier fails to remedy the Products within such final time, the Buyer may itself undertake or employ a third party to undertake necessary remedial works at the risk and expense of the Supplier and/or terminate the Agreement or any part thereof with immediate effect by notice in writing to the Supplier, and, subject to the limitation of liability in Clause 11, claim compensation for the loss it has suffered as a result of the termination.

- 8.5. Products that have been replaced by the Supplier shall be subject to a new warranty period in accordance with Clause 8.1. The warranty period for Products that have been repaired by the Supplier shall be extended by a period corresponding to the time the Products have been out of use.
- 8.6. The Supplier shall bear all risks and costs associated with the transportation of Products to and from the Supplier and/or its subcontractors for the remedy of Defects.
- 8.7. The Supplier shall not be responsible for Defects that are caused by: (i) misuse or neglect by the Buyer or by someone for which the Buyer is responsible, (ii) faulty maintenance, incorrect assembly or installation, or by alterations carried out without the Supplier's consent in writing, or (iii), normal wear and tear.
- 8.8. Except for the remedies in Clause 10 Liability and Indemnity and in case of gross negligence or willful misconduct, the remedies in this Clause 8 shall be the exclusive remedies available to the Buyer for Defects.

9. Infringement of Intellectual Property Rights

- 9.1. The Supplier shall indemnify and hold harmless the Buyer from and against any claims, damages, losses, and expenses (including reasonable attorneys' fees) incurred as a result of any claim, suit, or proceeding brought against the Buyer based on the allegation that the use, sale, distribution or other disposal of the Products constitutes an infringement of any Intellectual Property Rights. The Buyer shall without undue delay notify the Supplier in writing of any such claim and the parties shall consult each other in the defense or settlement thereof.
- 9.2. If the Products or any part thereof are in such suit or proceeding held to constitute an infringement or their further use, sale, distribution, or other disposal is enjoined, the Supplier shall promptly, at its own expense and option, either: (i) procure for the Buyer the right to continue the use, sale, distribution or other disposal of such Products; or (ii) replace or modify the same with non-infringing products without detracting from the function and performance of the Products.

10. Liability and Indemnity

- 10.1. The Supplier shall indemnify and hold harmless the Buyer from and against all claims, damages, losses, and expenses in respect of (i) injury or death of any employee of the Buyer (ii) loss of or damage to property of the Buyer, and (iii) injury or death and loss of or damage to property of any third party if caused by the Supplier's negligence, or by anyone for which the Supplier is responsible, or by the relevant Product as a result of faulty design, inherent defects or faulty manufacture or faulty or insufficient instructions for the operation and maintenance of the Product.
- 10.2. The Buyer shall indemnify and hold harmless the Supplier from and against all claims, damages, losses

and expenses in respect of (i) injury or death of any employee of the Supplier, (ii) loss of or damage to property of the Supplier, and (iii) injury or death and loss of or damage to property of any third party if caused by the Buyer's negligence.

- 10.3. If a third party initiates legal proceedings, whether by court action or by arbitration, the indemnifying party under this Clause 10 hereby consents to be added to such proceedings as an additional party and hereby waives any objection to the jurisdiction of such court or tribunal.

11. Limitation of Liability

- 11.1. Neither party shall be liable to the other party for any indirect loss or damage, such as loss of profit, loss of use, loss of production, or loss of contracts, that may be suffered by the other party.
- 11.2. The total liability of either party on any claim under the Agreement shall not exceed the higher of (i) the relevant contract price or (ii) any applicable insurance coverage.
- 11.3. The limitations of liability in this Clause 11 shall not apply in case of (i) gross negligence or willful misconduct, (ii) breach of confidentiality, (iii) systematic defect, or (iv) to any indemnification under Clause 9 or 10.

12. Force Majeure

- 12.1. Either Party shall be entitled to suspend the performance of its obligations under the Agreement if and to the extent that such performance is impeded by any of the following circumstances ("Force Majeure Events"): fire, war, embargo, governmental decisions, unannounced strikes, lock-outs, or other similar circumstances, but only if of a general nature and not limited solely to the affected Party, all when beyond the control of the affected Party and which consequences cannot be avoided or overcome. A Force Majeure Event is also such event of sub-contractors when arising from the above causes and without the fault or negligence of both the Supplier and such sub-contractor and only when the Supplier could not have obtained the supplies or services from other sources in sufficient time to meet the delivery dates in a Purchase Order.
- 12.2. A Party wishing to invoke a Force Majeure Event shall give prompt notice to the other Party of the commencement and cessation of such Force Majeure Event.
- 12.3. If the Supplier is prevented from performing its obligations under the Agreement due to a Force Majeure Event for more than three (3) months, the Buyer shall be entitled to terminate the Agreement with immediate effect. Neither Party shall have any liability to the other in respect of the termination of the Agreement as a result of a Force Majeure Event.

13. Confidentiality

- 13.1. This Clause 13 shall apply if and to the extent it does not contradict the provisions of any applicable confidentiality agreement or similar agreement.
- 13.2. Without the other Party's prior written consent, neither Party shall, during the term of the Agreement and for five (5) years thereafter, disclose to any third party any information relating to the other Party or its business that may be considered a business or professional secret or which according to law is subject to a duty of confidentiality ("Confidential Information").
- 13.3. The Parties shall use reasonable means to preserve the secrecy of such Confidential Information.
- 13.4. The obligations set forth in this Clause 13 shall not apply to any information that (i) is or becomes available to the public through no fault of the receiving party, (ii) was already in the receiving party's possession when received from the disclosing party, (iii) is disclosed to the receiving party by a third party who did not obtain such information from the disclosing party subject to any confidentiality undertaking, (iv) is independently developed by the receiving party, or (v) is approved for release or use by the other party's prior express written consent. Furthermore, the confidentiality obligation does not apply when a party is required to disclose such information by law, court or government order, or binding stock exchange regulations. Where a Party is required to disclose information in such a way, it shall notify the other Party to this effect prior to disclosure.
- 13.5. The Buyer may disclose Confidential Information of the Supplier to any other Adapteo Company. The Buyer shall ensure that any such Adapteo Company complies with this Clause 13.

14. Termination

- 14.1. The Buyer may terminate a Purchase Order or any part thereof for its convenience by giving three (3) day's written notice to the Supplier.
- 14.2. The Buyer may terminate the Agreement by giving two (2) months written notice to the Supplier. Agreement shall, however, continue to apply to Purchase Orders that are outstanding at the time of termination.
- 14.3. Either party may terminate the Agreement or part thereof with immediate effect upon written notice, if: i) the other party is in breach of the terms of the Agreement and has not cured such breach within thirty (30) days from receiving notice in writing specifying such breach, or ii) the other party becomes insolvent or enters into bankruptcy or other procedure due to its inability to pay its debts.
- 14.4. In case of rightful termination by either party according to Clause 14.2, the terminating party shall, subject to the limitation of liability in Clause 11, be entitled to compensation for the loss it has suffered as a result of the termination.

14.5. Provisions contained in the Agreement that are expressed or by their sense and context are intended to survive the expiration or termination of the Agreement shall so survive the expiration or termination.

15. Notices

- 15.1. All notices or other communications under the Agreement shall be in writing and sent to the addresses set out in the Agreement. The other party shall be deemed to have received the notice:
- i. If sent by registered post, two business days after dispatch
 - ii. if sent by email, upon arrival to the recipient's email address, unless an error message is generated.

16. No Waiver

- 16.1. A party's waiver of any of its rights under the Agreement must be in writing and duly executed by it. No single or partial waiver of any such right or remedy shall preclude any other or further exercise of that or any other such right or remedy.

17. No Announcements

- 17.1. The Supplier shall not make, deny, or confirm any press release, advertisement, or public announcements concerning this Agreement, or any Purchase Order, without the prior written approval of the Buyer. The Supplier shall not use the Buyer's or any of its customer's name or brands, without the prior written approval of the Buyer.

18. Business Ethics

- 18.1. The Supplier shall at all times comply with - and ensure that its subcontractors comply with - any applicable laws, regulations, and rules when performing its obligations under the Agreement, including any such laws, regulations, and rules relating to (i) employment, working conditions, and social security, (ii) human rights, (iii) environment, and (iv) manufacturing, labeling, registration, transportation, importation, licensing, approval and certification of the Products. The Supplier shall further, at its own expense, procure/maintain any relevant licenses, permits, and authorisations, and ensure that those are in full force and effect and that neither the Supplier nor any subcontractors have breached any such license, permit, or authorisation.
- 18.2. The Buyer considers the highest ethical standards and sustainability as key parameters in its business. In furtherance of this, the Buyer has adopted a Supplier Code of Conduct, which constitutes and appendix to the Agreement, and sets out the standards and principles. Any from time-to-time updated versions of the Supplier Code of Conduct may be downloaded at <https://adapteo.com/reporting-and-compliance/our-policies>.

18.3. The Supplier acknowledges that it is aware of the contents of the Supplier Code of Conduct, as updated from time-to-time, and the Supplier undertakes to comply in all material aspects with the standards and principles laid down in it. The Buyer also expects the Supplier to ensure that those principles are communicated to and respected by its directors, employees and subcontractors who are involved in performing the Supplier's obligations under the Agreement.

18.4. The Supplier understands and accepts that any non-compliance with this undertaking may be deemed to constitute a material breach of this Agreement and result in the Buyer's immediate termination of this Agreement or any other agreement between the parties.

19. Audit

- 19.1. The Buyer shall be entitled to perform audits of the Supplier's premises and documentation to investigate and verify if the Supplier complies with the terms of the Agreement. Such audit shall be performed upon reasonable prior written notice considering the circumstances (where 10 business days shall always be considered reasonable). The audit shall be performed by the Buyer and/or an external auditor from a reputable auditing company. The audit shall only relate to such facilities, documentation, and systems that the Buyer, in its reasonable discretion, needs access to verify the Supplier's compliance with the Agreement. The right to perform audits and inspections shall also include a right to receive relevant information upon request and without the Buyer's employees being physically present at the Supplier's premises.
- 19.2. The Supplier shall ensure that the Buyer can perform audits of the Supplier's subcontractor under the terms of Clause 19.1.
- 19.3. The audit shall be performed at the Buyer's cost unless the audit reveals any material non-compliance with the Agreement, in which case the Supplier shall compensate the Buyer for its reasonable costs for the audit. In no event shall the Buyer be obliged to compensate the Supplier or its subcontractors for their participation in the audit.

20. Disputes and Applicable Law

- 20.1. In case any dispute, controversy, or claim arises out of or in connection with the Agreement or the breach, termination, or invalidity thereof, the parties shall, in the first instance, attempt to find a solution through mediation. If the parties are unable to find a solution through mediation within 90 days, the dispute shall be finally settled by the general courts applicable at the Registered Office of the Buyer
- 20.2. The Agreement (including Clause 20.1) shall be governed by and construed in accordance with the applicable laws at the Registered Office of the Buyer, excluding its conflict of law principles providing for the application of the laws of any other jurisdiction.