

Isku Group's General Purchasing Terms of Services

1 General

- 1.1 The Parties (later referred individually as "Party" and together as "Parties"), i.e. a company in the Isku Group as a buyer (later referred as "Isku") and a supplier as a seller (later referred as "Supplier") have agreed that, in addition to purchase agreement and/or purchase order, following general purchasing terms (later referred as "General Terms") shall apply.
- 1.2 The Parties shall apply these General Terms only to purchase of services (later referred as "Service").
- 1.3 The Parties shall apply these General Terms to all transactions, unless otherwise specifically agreed in a separate contract between Parties.
- 1.4 The Parties have agreed that when interpreting the terms of the purchase agreement and/or purchase order, these General Terms shall overrule all other possible general terms.

2 Concluding Contract

- 2.1 Isku shall order the Service only on a written purchase order (later referred as "Purchase Order").
- 2.2 The contract (later referred as "Contract") shall be deemed valid when Supplier confirms the Purchase Order (Later referred as "Order Confirmation", unless there are any other established commercial practices between the Parties. The Supplier shall confirm the Purchase Order within two (2) working days after receiving the Purchase Order.
- 2.3 Isku may cancel or alter the Purchase Order before receiving Supplier's Order Confirmation. The Supplier may not on the Order Confirmation supplement and/or alter the Purchase Order and/or its conditions in any way.

3 Quality Criteria of Services

- 3.1 The Supplier confirms the Service complies any law and/or official QHES regulation applicable to this sort of service.
- 3.2 Furthermore, the Supplier confirms the Service fulfills the kind of technical, quality, and other requirements which are expected of a service of this sort.

4 Delivery

- 4.1 The Supplier shall be responsible for sourcing of material needed in rendering the Service (later referred as "Delivery") and costs relating to such material, along with other costs relating to the Delivery.
- 4.2 The Supplier shall deliver the Service at a time defined on a Contract and/or on a Purchase Order, unless agreed otherwise in writing. Isku may refuse to accept a Delivery prior the delivery time agreed by Isku and Supplier.

5 Delays

- 5.1 Immediately after realizing it cannot deliver the Service in time, the Supplier shall inform Isku in writing.
- 5.2 If the Supplier shall not able to deliver the Service at the time agreed in the Contract, the Supplier shall be obliged to financially compensate (later referred as "Compensation for Delay") Isku, and if the breach of Contract has a significant impact on Isku, Isku has a right to cancel the Contract.
- 5.3 The Compensation for Delay paid by the Supplier and/or cancellation of the Contract shall not nullify Isku's indemnity. If Isku's materialized costs exceed the total amount of the Compensation for Delay, Isku has a right to demand for damages (later referred as "Damages") for the costs exceeding the Compensation for Delay.

- 5.4 To be eligible for the Compensation for Delay and/or Damages in future, Isku must inform the Supplier its intention in writing immediately after receiving the information of a potential delay of delivery.

- 5.5 The amount of the Compensation for Delay shall be two (2) percent of the value of the undelivered part of Service per each week delayed. However, the minimum Compensation for Delay shall always be fifty (50) € per occurrence, and the maximum amount shall never exceed thirty-five (35) percent of the value of the undelivered part of Service. If the delivered part of Service cannot be used without the undelivered ones, the Compensation for Delay shall be calculated from the total value of Service.

6 Fault in Service and Remediation of Fault

- 6.1 The Supplier guarantees that the Service shall (a) be free from defects, (b) comply with technical, quality and other requirements defined in the Contract, and (c) shall be applicable to the purpose Isku has intended it to be.
- 6.2 If a corrective delivery (later referred as "Corrective Delivery") is no longer feasible or appropriate to Isku, Isku may cancel the Order. The Supplier shall be responsible for costs relating to the Corrective Delivery or cancellation of the Order.

7 Liability

- 7.1 The Supplier shall be liable for all damages caused by its breach of the Contract.
- 7.2 If Isku must compensate a third party, due to the Service and/or other acts by the Supplier, the Supplier shall be liable to indemnify Isku to the full amount of damages.
- 7.3 The Supplier must inform Isku of specific risks, known by the Supplier, relating to the features of the Service or to the intended use of the Service.
- 7.4 The Supplier shall have an adequate liability insurance.

8 Immaterial Rights

- 8.1 The Supplier confirms having all immaterial and sales rights to the Service and that the Service does not infringe any patent, model, copyrights or other rights of any third party.
- 8.2 The Supplier is responsible for all damages suffered by Isku that are caused by the Supplier's infringements of immaterial rights of the third party.
- 8.3 If a Supplier, during the duration of the Contract or within twelve (12) months from the termination of the Contract, makes an invention or such (later referred as "Invention") (a) based on the work required by fulfilling the Contract, (b) by using information and/or experience gained in fulfilling the Contract, or (3) the exploitation of Invention shall, by its nature, be an integral part of Isku's business, Isku shall have the immaterial rights relating to the Invention.

9 Non-Competition

- 9.1 The Supplier shall not exploit any confidential information relating to Isku's business during and/or the term of the Contract.
- 9.2 Furthermore, during the term of the Contract or within six (6) months from the termination of the Contract, the Supplier shall commit itself not to, either directly or indirectly through any of its affiliates, (a) compete with Isku or (b) contract itself in any kind of assignment to Isku's competitor.

10 Prices and Payment

- 10.1 Isku shall remit a payment to the Supplier solely against an invoice issued by the Supplier. Isku shall remit the payment either (a) in ninety (90) days or, (b) against an additional discount of two (2) percent, in fourteen (14) days. The due date shall be calculated from the date when the Supplier has delivered the Service.
- 10.2 If the Parties have not agreed in writing otherwise, the purchase price of the Service (later referred as "Purchase Price") shall remain the same during the entire term of the Contract.
- 10.3 The Purchase Price shall include the full amount of compensation to be paid by Isku to the Supplier for the delivery of the Service, i.e. the Supplier has no right to charge any extra costs in addition to the Purchase Price, unless otherwise agreed by the parties and confirmed by Isku on the Purchase Order.
- 10.4 The Supplier shall comply with Isku's valid invoicing instructions (later referred as "Invoicing Instructions").

11 Documents

- 11.1 The Supplier shall provide Isku with documents that enable getting the Service operational and to ensure proper use of the Service.
- 11.2 All invoices issued by the Supplier shall contain, in addition to all markings required by the Finnish laws, the information described in the Invoicing Instructions.

12 Sub-contractors

- 12.1 The Supplier shall be entitled to use a sub-contractor (later referred as "Sub-contractor") when delivering a Service to Isku. When required by Isku, the Supplier must release information of Sub-contractors used by the Supplier in a delivery of the Service to Isku. When required by Isku, due to a reasonable cause, the Supplier shall be obliged to change the Sub-contractor used in a delivery of the Service.
- 12.2 The Supplier shall be fully liable for the actions by the Sub-contractor.

13 Assignment of Contract

- 13.1 The Supplier shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without the prior written consent of Isku. Isku may assign, charge, subcontract or transfer the Contract or any part of it to any person.
- 13.2 Isku assumes that the Contract and the Purchase Price shall be applied to all companies of the Isku Group.

14 Confidentiality

- 14.1 Both parties are obligated to keep all information confidential. They shall not hand over this information to any third party, or employees more than is required to fulfill the contract. Confidential information shall be used only for the fulfillment of the contract. The Supplier shall be obligated to preserve carefully the confidential information and to ensure that the information cannot end up to knowledge of a third party.
- 14.2 The Supplier shall be obligated to return all documents of the buyer or other confidential information in full to Isku after the delivery of the Service or at Isku's request. If this is not possible, the Supplier shall be obligated to destroy the confidential information.

15 Corporate Responsibility

- 15.1 The Supplier confirms that the Service or its producing process do not infringe national or international environmental, human rights norms or common law or customs concerning said norms.

15.2 The Supplier is aware of the content of the Isku's Code of Conduct for Responsible Business and shall comply with it.

15.3 The Supplier confirms that the any employment contract between the Supplier and its employee applicable to the delivery of the Service shall be in accordance with the Finnish law and collective labor agreements.

15.4 When delivering a Service either at Isku's premises or at premises of Isku's customer, the Contract shall not become effective until the Supplier has provided Isku with documents required by the Act of Contractor's Obligations and Liability when Work is Contracted Out (1233/2016).

15.5 The Supplier shall be entitled to gain information from the Supplier concerning the matters mentioned above and to inspect validity of the information.

16 Force Majeure

16.1 Both parties shall be reserve the right to suspend or cancel the Contract in whole or in part (without liability to the other party) if it is prevented from or delayed in the carrying on of its business and its obligations under the Contract due to any circumstances beyond the reasonable control of the party including, without limitation, acts of God, flood, lightning, war, revolution, act of terrorism, riot or civil commotion, strikes, and lock outs or other industrial action (Later referred as "Force Majeure").

16.2 Despite what is said in the clause 16.1, the delay of delivery by the Supplier's Sub-contractor or a fault in such delivery shall not be deemed as Force Majeure.

17 Breach of Contract or Insolvency

17.1 If a party commits a material breach of any of its obligations under the Contract which is incapable of remedy or fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract having been requested in writing by the other party to remedy or desist from such breach in due time, another party may immediately suspend performance of the Contract without liability to party breaching the Contract.

17.2 If a party commits an act of insolvency or is declared bankrupt or has a receiver, manager, administrator or administrative receiver appointed over its assets, undertakings or income of it an order is made, a petition is presented to any court or a resolution is passed for liquidation and winding up the a party (except that where a winding up is for the purposes of amalgamation or reconstruction and the resultant company is or agrees to be bound hereby) or if the party makes any arrangement with its creditors an any procedure analogous to the above in any jurisdiction, another party may immediately suspend performance of the Contract without liability to party breaching the Contract.

18 Law and Jurisdiction

18.1 Parties shall primarily seek to settle all disputes or claims (Later referred as "Dispute") arising out of or relating this Contract by negotiating. If the parties fail to settle a Dispute in their negotiation, may either one of the parties sue another party at the District Court of Päijät-Häme. Isku may also sue the Supplier at the court in the Supplier's domicile. This Contract shall be governed by and be construed in all respects in accordance with Finnish law.