1. SCOPE

The General Purchasing Terms and Conditions of Onninen Oy (hereinafter referred to as the "Purchasing Terms") shall apply to Onninen Oy's ("Onninen") orders placed with the supplier ("Supplier"), unless Kesko Corporation ("Kesko") and the Supplier have signed a separate supplier agreement in force at the time of order. Onninen and the Supplier are hereinafter jointly referred to as the "Parties" and individually as a "Party." These Purchasing Terms shall remain in force until further notice. Onninen reserves the right to update these Purchasing Terms, in which case the updated terms shall apply to orders placed after their entry into force. The currently valid Purchasing Terms are available on Onninen's website at www.onninen.fi.

2. PRODUCT QUALITY AND INFORMATION

The Supplier's products shall comply with all applicable legislation, regulatory requirements, and standards in force in Finland and the European Union. In addition, the products shall conform to the specifications and definitions agreed between the Parties as well as to the information and models provided by the Supplier.

The Supplier shall provide due and complete product information, instruction and maintenance manuals, and any other necessary data and materials required for the sale, marketing, installation, operation, and maintenance of the products. The products shall include and/or be accompanied by all required markings, approvals, certificates, and licenses (including CE markings and type approvals).

In addition, the Supplier agrees to provide all necessary and correct information required under applicable legislation and authority regulations (such as the EU Deforestation Regulation and Batteries Regulation) so that Onninen and companies belonging to the same group as Onninen can fulfil their own statutory due diligence, operation and reporting duties.

3. INVOICING

The price for the products shall include all of the indirect taxes that the Supplier is liable for, as well as any public charges and the appropriate transportation and sales package. The Supplier shall carry out all of its obligations specified in these Purchasing Terms without any additional cost to Onninen, unless it has been expressly agreed that Onninen shall pay compensation for the fulfilment of an obligation.

The Supplier shall comply with the prevailing invoicing instructions available from Onninen's contact person. The terms of payment shall be sixty (60) days, unless otherwise agreed in writing. The payment period shall be calculated from the date of the invoice and shall not be earlier than the realized delivery date of the products. If the due date is not a banking day, Onninen shall have the right to pay the invoice on the first banking day following the due date. Payment shall be deemed effected when it has been charged from the payer's bank account for remittance to the payee's account.

Onninen shall have the right to deduct the return costs, rebates and other payment obligations arising or arisen for the Supplier under these Purchasing Terms from amounts payable to the Supplier. In case Onninen or Onninen's customer disputes the Supplier's invoice fully or partially on account of delayed delivery, defect or other deficiency, Onninen shall have the right to refrain from paying the invoice in relation to its disputed portion without any delay penalties until the Supplier has remedied the delivery delay, defect or other deficiency, or until the Parties have reached agreement in the matter. If the Supplier's invoice is incorrect, Onninen shall have the right to withhold payment of the full invoiced amount until it has received a credit note and a new invoice.

4. DELIVERY TERMS, TITLE, LIEN RIGHT AND RETENTION

Unless otherwise agreed by the Parties, the products shall be delivered under the delivery term DDP (place of delivery), Incoterms 2020. Title and risk of loss in the products shall pass to Onninen upon delivery in accordance with the agreed delivery term. The Supplier shall have no lien right or retention over the products after title has passed to Onninen or its customer.

5. TRANSPORTATION

The transportation package for the product must endure the transportation of the product, as well as normal transportation and warehouse processing. The consignment note shall contain the information determined for the content of the consignment note by the laws of the applicable country, as well as any additional details separately agreed between the Parties.

The Supplier shall be responsible for ensuring that the products have been packed onto intact transportation pallets and pallet bases complying with the laws, authority regulations and standards in force at a given time so that the transportation pallets, pallet bases and products endure the strain caused by transportation and storing. The weight of the product must be visibly stated when the total weight on the transportation pallet is 1,000 kg or more. The Supplier shall mark sufficient transportation and picking information on each side of the transport packaging of product batches packed on transportation pallets. The Supplier acknowledges that deficient packing of products, transportation pallets and pallet bases may cause damage to property and persons for which the Supplier shall be liable. The Supplier shall be liable for any damage arising from a breach of this Section or otherwise from inadequate packaging of the products, transport platforms, or pallets.

6. DELAY IN DELIVERY AND CONSEQUENCES

The delivery of products shall be deemed to be delayed, if the ordered quantity of products has not been delivered in the agreed timetable in accordance with the agreed terms of delivery, the order and these Purchasing Terms. In case the Supplier detects that it is unable to comply with the agreed delivery date or that a delay is likely, it must promptly notify Onninen of the cause of the delay in writing and propose a new delivery date. Such a notification shall not relieve the Supplier of its compensation obligation.

Due to a delay, Onninen shall have the right to cancel the order in question in its entirety or in relation to the delayed products. If Onninen does not use its right to cancel, it shall be entitled to maintain the order as placed. In case Onninen cancels the order, the Supplier must reimburse Onninen for the payments it has already effected, and Onninen must return to the Supplier at the Supplier's expense the products already received by Onninen or its customer.

Unless otherwise expressly agreed, in case of a delayed delivery, Onninen shall be entitled to liquidated damages for delay amounting to five (5) per cent of the price of the delayed delivery for each commencing 7-day period by which the Supplier exceeds the agreed delivery time. However, the maximum amount of liquidated damages shall not exceed 25 % of the price of the order.

If the delay is due to a reason attributable to the Supplier, the Supplier undertakes to compensate Onninen for all direct damages exceeding the amount paid as liquidated damages and which Onninen is required to compensate to its customer as a result of the delay.

7. WARRANTY

The Supplier grants its products a warranty of 24 months unless the Parties agree otherwise in writing or the Supplier grants a longer warranty period for the products ("Warranty Period"). The Warranty Period shall commence when the product has been handed over to the end-user.

The warranty shall remain in force, provided the product has been used diligently in accordance with the directions for use. However, the Supplier shall not be liable for any defects caused as a result of incorrect installation (excluding such Supplier deliveries which include installation), negligence in complying with the installation instructions, normal wear and tear, incorrect use, damage caused by omissions in the maintenance measures that the end-user is responsible for, or Onninen's negligence.

Expiration of the Warranty Period shall not limit the Supplier's liability for defects under the applicable consumer protection legislation, provided that such products are intended for consumer resale.

8. PRODUCT DEFECT AND CONSEQUENCES

The product shall be deemed defected, if at the time it is handed over to Onninen or to Onninen's customer, it is not flawless, compliant with the laws of applicable legislation, authority regulations or standards in force in Onninen's countries of operation, or does not correspond as to its type, quantity, quality, transportation or sales packaging, accompanying instructions and manuals as well as in terms of its features to what has been agreed.

If a product is defected, the Supplier shall primarily rectify the defect promptly within the timetable required by the situation at the time in order to avoid any damage. Rectifying the defect must be scheduled so that the operations of Onninen or its customer are not needlessly disrupted. In case the defect cannot be rectified within the time period required by the situation, or it is not at all possible to rectify the defect, the Supplier must make a new, replacement delivery. The Supplier shall be liable for any costs incurred from rectifying the defect, including any reasonable costs incurred from repairing a defected product or replacing it, attributable to the identification of the defect, detaching, removing and transportation of the defected product, or installation of a new product that serves as a replacement. The Supplier shall be liable for any damage incurred from incorrect installation or neglected maintenance measures by the Supplier or its subcontractor. The Supplier shall not be liable for any incorrect installation carried out by Onninen or its customer, or for any failure to carry out maintenance measures.

In case the Supplier, regardless of Onninen's written notice, fails to fulfil its obligation to repair within the time period designated by Onninen, being a minimum of one week, Onninen shall have the right to repair or have the defect or deficiency repaired or to renew the delivery at the Supplier's risk and expense.

If the defect is of a material nature, Onninen may cancel the order by issuing a written notice. Onninen must return all products of the order already delivered to it or its customer at the expense of the Supplier, and the Supplier shall reimburse the payments of the order in full.

The Supplier shall be liable for any defects of the product during the warranty period. The aforementioned limitation shall not, however, apply to epidemic failures detected in the product only after the warranty period. If a defect is detected in the product, and there is justified cause to presume that the same defect will be appearing also in other products, the Supplier shall be obligated to remedy such a defect in all of the products already delivered and to be delivered. In situations other than those involving an epidemic failure situation described above, the Supplier shall be liable for the defect after the warranty period only in case Onninen is able to evidence that the defect was in the product already when it was being handed over.

In addition to what has been stated in this Section, Onninen and Onninen's customer shall have the right to obtain compensation from the Supplier for any direct costs and damage caused by the defect in accordance with Section 10.

9. COMPLAINTS

Onninen shall file a complaint to the Supplier concerning a defect that has come to its attention or that it has detected without any undue delay after becoming aware of the defect. If the delivery passes through Onninen's warehouse, Onninen or its authorized representative shall inspect the product packaging for externally visible defects. Onninen shall not be obligated to inspect the delivery in any other way, but, rather, Onninen's customer shall carry out the actual inspection. The customer may also submit a complaint directly to the Supplier. The Supplier acknowledges that the products shall be finally inspected in relation to quality deviations only after the products have been delivered to the end-users.

10. LIMITATION OF LIABILITY AND COMPENSATION OF DAMAGES

A Party shall compensate the other Party and Onninen's customer for any direct damage incurred from such Party's breach of contract. Direct damage shall be deemed to include, inter alia, costs incurred from defective product or due to delay or cancellation of a delivery, damages caused to other products or items as a result of a defect, costs incurred from mitigating the damage, price difference of a cover purchase, as well as any costs incurred from a product recall deemed justified by Onninen. Onninen's customer may present any of their claims for damages directly to the Supplier.

Neither Party shall be liable for any indirect damage incurred by the other Party that is unusual or difficult to foresee, such as, without limitation, damage caused by a decline or discontinuation of production or turnover, or by the inability to utilize products as intended, or any profit lost on account of an agreement with a third party lapsing or not being correctly fulfilled, or for any other similar damage that is difficult to foresee.

The limitations of liability under this section shall not apply if the loss or damage is caused intentionally or by gross negligence or by a breach of the provisions of confidentiality and right of reference, or by an infringement of intellectual property rights.

11. PRODUCT LIABILITY, PRODUCT SAFETY AND COMPENSATION

The Supplier shall be liable in accordance with the applicable product safety and product liability laws in Onninen's countries of operation for any personal injuries and/or other damage caused by a product delivered by the Supplier. If based on the aforementioned laws, action must be taken, the Supplier shall be liable at its expense for carrying out the said actions either directly or through Onninen.

In case action is brought against Onninen demanding action and/or compensation based on personal injury or other damage caused by the product or under product safety legislation, the Supplier shall undertake to release Onninen and its customer from liability as well as to defend Onninen at its own expense and to pay all of the costs and damages ordered to be paid in the trial, as well as all of the costs incurred by Onninen or its customer from such a trial (including legal costs).

12. CUSTOMER QUERIES

In any customer complaints received by Onninen or its customer, the Supplier shall upon Onninen's demand be obligated to promptly participate in the investigation work at its own expense.

13. SUBCONTRACTORS

The Supplier shall be liable for the work of its subcontractors as for its own work. In case the Act on the Contractor's Obligations and Liability when Work is Contracted Out (2006/1233) in force from time to time is applicable to the subcontractor's delivery, the Supplier shall request the sub-contractor to provide all the statutory information.

14. INTELLECTUAL PROPERTY RIGHTS

The Supplier grants Onninen and its customers the right to use the product related trademarks, the Supplier's and manufacturer's trade name and other signs, as well as the marketing material provided by the Supplier, concerning the products, for the purposes of selling and marketing the products. Onninen or its customers may modify the marketing material or other comparable material (such as product information) provided by the Supplier so as to suit its marketing purposes. However, Onninen shall not be allowed to modify the Supplier's trademarks or other signs, and even the modified marketing material must be truthful, accurate and to correspond to the product specifications. Onninen and its customers shall have the right to utilise the material referred to herein until the products have been sold.

The Supplier shall be liable for ensuring that copyrights, trademarks, registered designs, patents, manufacturing methods or other intellectual property rights pertaining to the products, marketing material or other comparable material provided by the Supplier do not violate any laws or authority regulations and do not infringe any third party rights nor shall any other activities of the Supplier relating to the manufacture, sale or marketing of the products violate any laws or authority regulations or infringe any third-party rights.

The Supplier shall be liable, in relation to Onninen or its customer, for all direct and indirect damages or costs (including legal expenses) arising from any claim alleging that the sale of the products infringes any intellectual property rights or other rights of a third party.

15. CONFIDENTIALITY AND RIGHT OF REFERENCE

Pursuant to the order, the Parties gain possession of the other Party's confidential information. Confidential information shall refer to the order and the terms and conditions thereof, as well as trade or business secrets concerning the other Party or its customers and their business operations and relations or other confidential information and material.

However, confidential information shall not be deemed to include information that (i) is public or becomes public without the receiving Party's actions or omissions; (ii) is verifiably in the legal possession of the receiving Party prior to the disclosure of the information and which information said Party has not received from the disclosing Party either directly or indirectly; or (iii)the receiving Party has verifiably developed independently.

Both Parties agree to keep the confidential information they receive from the other Party secret and to refrain from disclosing it to any third parties and not to use the confidential information for any purpose other than the fulfilment of its contractual obligations. Each Party may, however, disclose confidential information to its own directors, officers or employees, to its subsidiary or group company, financier, advisor or other representative of the Party (as well as to their directors, officers or employees), who have a need to know the confidential information in question for the purposes of carrying out the Party's obligations, provided that such persons are bound by confidentiality obligations agreed herein.

This confidentiality obligation shall remain in force for two (2) years after the completion of the order.

The Supplier shall not be allowed to utilize the order or Onninen as a reference, unless Onninen has granted its prior written consent to this.

16. K CODE OF CONDUCT AND RESPONSIBLE PROCUREMENT

Onninen as part of Kesko is committed to complying with the amfori BSCI values and principles. One of the key principles of amfori BSCI is responsible sourcing of goods and services. Kesko secures social accountability of the supply chain by purchasing and selling responsibly. For this reason, Kesko and Onninen require that the partners supplying goods and services commit to complying with the principles of responsible sourcing.

In particular if the manufacturing of products supplied by the Supplier is located partly or entirely in risk countries, as defined by amfori's risk classification for countries, the Supplier shall ensure that all the parties involved in the manufacturing process are complying with the amfori BSCI values and principles. The up-to-date list of risk countries is available at https://www.kesko.fi/riskcountrylist.

The Supplier hereby acknowledges that it has been made aware of the contents and requirements of the most recent version of the amfori BSCI Code of Conduct and all its supporting documents (herein referred to as the "amfori BSCI framework documentation"). The amfori BSCI framework documentation is available at: https://www.amfori.org/en/solutions/social/about-bsci/resources.

The Supplier has consulted and understood the amfori BSCI framework documentation. The Supplier understands and accepts that the amfori BSCI framework documentation is an integral part of these terms and conditions. The Supplier understands and accepts that the amfori BSCI framework documentation may from time to time be amended by amfori following a change process and that such changes are integrated in the relationship between Onninen and the Supplier as from the date they enter into effect as determined by amfori, and thus may impact and change the commitment of the Supplier under this clause. The Supplier commits to fully adhere to the contents and requirements of the amfori BSCI framework documentation in effect, as amended from time to time.

Onninen and its employees have committed to complying with legislation and with the K Code of Conduct guide for Kesko employees. The Supplier affirms and assures Onninen that

(i) it is aware of all of the laws and regulations affecting the parties' business relations and is committed to complying with them;

(ii) it, its employees or other individuals that discharge its duties under the order will not conduct, condone or assist in unlawful conduct. Such conduct includes offering, granting, expecting or accepting unlawful payments or benefits for oneself or for a third party, or breaching competition law provisions; and

(iii) it has familiarized itself with Kesko Business Partner K Code of Conduct guide ("K Code of Conduct") and undertakes to comply with its principles and operating practices as stated therein or in its future versions. The Supplier may access the current version of the K Code of Conduct applicable from time to time at: https://www.kesko.fi/en/k-code-of-conduct/business-partners/; and

(iv) it will promptly notify Onninen of any activity related to this order that is inconsistent with the K Code of Conduct.

If the Supplier engages a third party to fulfill its contractual obligations, it must ensure that the third party also complies with the above requirements (i)-(iv).

The Parties recognize that accountability is essential under this order for Onninen. The Supplier acknowledges the importance of complying with the K Code of Conduct and the amfori BSCI framework documentation for Onninen and Kesko Group.

If the Supplier breaches any of the above assurances or fails to comply with the principles and operating practices of the K Code of Conduct or the contents and requirements of the amfori BSCI framework documentation, and fails to remedy the breach within 30 days of receiving written notice from Onninen specifying the nature of the breach (unless otherwise agreed elsewhere and provided that remedy is possible), Onninen may terminate the orders between the Parties and the business relationship immediately without notice, on the grounds of a material breach of contract by the Supplier. The Supplier will not be entitled to any compensation or indemnity if Onninen terminates the orders, or the business relationship based on this clause.

17. FORCE MAJEURE

In case the fulfilment of a contractual obligation is prevented due to a force majeure event, the fulfilment of the obligation shall be postponed until the time period following the removal of such force majeure event. In case the postponement of the fulfilment of the obligation becomes irrelevant, the Party shall be released of it. The Parties shall be obligated to promptly inform one another of the emergence of a force majeure event and of its significance. A force majeure event is at hand, in case the prevention of the fulfilment of the contractual obligation is attributable to factors that are to be deemed to have been caused by a cause beyond the control of the Party, that the Party could not be required to have taken into account at the time of concluding the agreement and the emergence and consequences of which the Party could not have reasonably

avoided or overcome. Such force majeure events shall include, for instance, natural disasters, fire, war, strikes or lockouts. A force majeure event that a Party's subcontractor has encountered shall be deemed to constitute grounds for release from liability, provided such subcontracting cannot be obtained elsewhere without incurring unreasonable costs or considerable loss of time. A failure to fulfil a contractual obligation or a delay attributable to a force majeure event shall release the Party from liability to effect compensation and from its obligation to pay interest on arrears.

18. TRADE SANCTIONS

The supplier represents and warrants that neither the supplier, its group or affiliated companies, any subcontractor involved in the delivery, nor their senior management, and to the best of its knowledge, neither its shareholders nor its ultimate beneficial owners, are subject to any economic or other sanctions imposed by the United Nations, the European Union, the supplier's country of domicile, the United States, or the United Kingdom. The supplier further represents and warrants that it complies with all such sanctions.

The supplier also represents and warrants that it complies with all prohibitions and restrictions imposed by the United Nations, the European Union, the Supplier's country of domicile, the United States, and the United Kingdom concerning products and services, including import and export bans.

The supplier shall promptly notify Onninen if it becomes aware that it has failed to comply or will be unable to comply with the warranties given in this section. If the supplier breaches the warranties given under this section or it becomes evident that the supplier will be unable to comply with such warranties in the future, Onninen shall have the right to terminate the orders immediately and suspend all obligations without liability. The Supplier shall compensate Onninen for all damages arising from any breach of the warranties given in this section.

19. AMENDMENT AND ASSIGNMENT OF THE ORDER

Any amendments to the terms and conditions of the order must be agreed separately in writing.

Onninen shall have the right to assign the order or a part of the rights or obligations under the order to a company belonging to the same group of companies as Onninen by notifying the Supplier in writing. Furthermore, the Parties shall have the right to assign the order, along with all the rights and obligations pertaining thereto to assignee in the event of corporate rearrangement by notifying the other Party in writing.

20. CANCELLATION OF THE ORDER

Each Party shall have the right to cancel the order partly or in full to end with immediate effect, if the other Party breaches the terms thereof, and has failed to remedy such breach or omission within thirty (30) days of a written notice to such effect (provided the breach is curable). Notwithstanding the foregoing, the Parties have the right to cancel the order partly or in full with immediate effect in the event of a breach of Section 2 (Product Quality and Information), 15 (Confidentiality and Right of Reference) or 18 (Trade Sanctions). Furthermore, the Parties shall have the right to cancel the order partly or in full with immediate effect, if due to the persistence of an established force majeure event, the fulfilment of the order is delayed by more than thirty (30) days.

Both Parties shall have the right to cancel the order, in case (i) the other Party is sentenced for an offence or crime which cannot be deemed insubstantial and has occurred in the course of the Party's business, or (ii) the Party is declared bankrupt, files or is filed for bankruptcy, or is placed into liquidation.

The cancellation of the order shall be made in writing.

For the sake of clarity, cancellation of the order on the grounds set out above shall not preclude the Party from invoking other legal remedies, such as the right to claim compensation, specific performance or other legal remedies. The cancellation shall not release the Supplier from liability in relation to the products it has already delivered, but, rather, the Supplier shall be liable for the products in accordance with the terms and conditions of the order.

21. APPLICABLE LAW AND DISPUTES

The order shall be governed by and construed in accordance with the laws of Finland, excluding its choice of law clauses. Disputes arising out of or relating to this contract shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three and the seat of the arbitration Helsinki, Finland. The language of the arbitration shall be English. If the amount in dispute is less than EUR 100,000, the number of arbitrators shall be one, as opposed to what is stated above.