

The applicable general conditions are determined as follows:

Sales by Stalatable Oy or its affiliates to customers in all regions excluding the US: **The Stalatable Oy – General Conditions of Sale** shall apply.

Sales by Stalatable Oy or its affiliates to customers in the US: **Stalatable Oy – General Conditions of Sale for Sales to Purchasers Located in the United States** shall apply.

STALATUBE OY - GENERAL CONDITIONS OF SALE

1. Contracts

- 1.1. All the sales of products by Stalatable Oy or its affiliates ("Seller") to purchasers ("Buyer") are governed by the following terms and conditions ("Terms").
- 1.2. The contract between Seller and a Buyer ("Contract") comprises a separate written agreement or, if no separate written agreement exists, an unconditional order based on Seller's offer, a Seller's confirmation of the Buyer's order, these Terms and the applicable Incoterms in force at the time of Seller's confirmation of the order. Additional or different terms or conditions proposed by Buyer (including any additional or different terms provided in a Buyer purchase order or other document) are hereby rejected and shall be void and of no effect unless specifically accepted in writing by Seller. In case of discrepancy between the contract documents, a separate written agreement takes precedence over these Terms, which in turn take precedence over Seller's confirmation, unless otherwise stated in the Seller's confirmation.
- 1.3. The Contract embodies the entire understanding between the parties hereto relating to the subject matter and there are no understandings, representations or warranties of any kind, oral or written, except for what is expressly defined therein. No modification to the Contract shall be valid unless in writing and signed by Seller.

2. Prices

- 2.1. Prices are those confirmed by the Seller in an order confirmation.
- 2.2. If the Seller has furnished a price list to Buyer, the prices in the price list are binding only if they are expressly referred to in the Contract or the offer.
- 2.3. All prices are subject to increase to reflect any increases in import duties and taxes applicable to the Seller or the products that are adopted or become effective after the earliest of the date of Seller's offer, Buyer's order, or the most recent price list, and will be invoiced with the price of the products. The Seller will use reasonable efforts to notify Buyer of any such increases. This section 2.3 will prevail over other provisions of these terms and conditions and shall apply irrespective of the applicable delivery term.
- 2.4. Payment shall be made in cash, net, without setoff or deduction of any kind, in accordance with Contract.
- 2.5. The Seller has no obligation to accept bills of exchange. If Seller determines, in its sole discretion, to accept any bill of exchange or cheque, the Buyer's debt shall not be paid until the amount thereof has been irrevocably received by Seller.
- 2.6. Seller may, as a condition of any further obligation under this Contract, demand, and Buyer will furnish to Seller, an irrevocable letter of credit or other security for Buyer's performance satisfactory to Seller.

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- 2.7. If Buyer fails to receive the delivery of the products on due date, he shall nevertheless make any payment conditional on delivery as if delivery had taken place.
- 2.8. Amounts overdue for payment will entitle Seller to charge the Buyer interest. Such interest shall be calculated on a day-to-day basis on the amount outstanding from the date of maturity until paid at a rate of 7 % above the three month's Euribor rate on the date of the Contract.

3. Inspection prior to delivery

- 3.1. If the Contract stipulates an inspection of the products prior to delivery, such inspection shall be done at the factory or the warehouse of Seller. The inspection shall take place within the 15 days following the date when the Buyer or an agent appointed by the Buyer as the case may be, has been notified in writing that the products are ready for inspection. If the products are not inspected within the aforementioned period, the products shall be deemed finally accepted by Buyer.

4. Delivery

- 4.1. The valid weights for products are those given by the Seller.
- 4.2. Quantities shall be invoiced as measured by the Seller. The permitted variance in quantity is $\pm 10\%$.
- 4.3. Unless the parties agree otherwise in writing, all delivery times are estimates only. The Seller shall not be liable for any damages, costs or expenses because of late delivery unless otherwise expressly agreed upon by the parties in writing.
- 4.4. The date of delivery will be determined in accordance with the applicable delivery term (Incoterms) and specified in the Contract.
- 4.5. Seller may make partial deliveries of an order. In such case, each partial delivery will be invoiced separately.
- 4.6. The invoice will be dated the day the products are shipped from the warehouse of the Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.
- 4.7. Seller reserves the title to and property in products delivered until full payment thereof.
- 4.8. Unless otherwise agreed by the parties in writing, the term "Ex Works" (Incoterms 2020) shall apply.

5. Shipping

- 5.1. Unless Buyer provides shipping instructions to Seller at least 8 days in advance of the anticipated shipment date, Seller shall decide means and route of transportation, on behalf of Buyer and on Buyer's account.

6. Claims and liabilities

- 6.1. The Buyer undertakes to examine the products immediately after the arrival to the extent reasonable, taking into account the resale of the material.
- 6.2. Any claims for damage, defects or shortage must be made in writing within 14 days after the delivery of the products. The claim must state the grounds for the claim, and the extent of damage or defects.
- 6.3. No claim shall excuse or limit Buyer's obligation to pay for the Products in a timely manner. Any claim based on the examination referred to in clause 6.1 above or any defect that could have reasonably been detected in the course of such an examination must be made within a period expiring 30 days after the delivery date of the goods.

7. Warranty

- 7.1. Warrants that the products will, under normal use and handling, comply with Seller's specifications as set forth in the Contract. Seller will, as its sole and exclusive obligation and liability, and Buyer's sole and exclusive right and remedy, repair or replace any product that fails to satisfy the foregoing warranty during the warranty period hereinafter stated, or, at Seller's option, grant a credit or partial refund to reflect any reduction in value of the non-conforming product, as reasonably determined by Seller. The foregoing warranty shall run for a period equal to the shorter of (a) twelve (12) months from the date of installation of the product in the application for which it is used, or (b) eighteen (18) months after the date of delivery to Buyer. The date of installation must be confirmed in writing signed by the end user and such confirmation must be submitted with the warranty claim.
- 7.2. The claim must be made in writing and submitted to Seller within the warranty period set forth above.
- 7.3. Seller shall have no obligation under the above or otherwise, and Seller's warranty does not apply, if: (a) the product includes specialized, modified, or customized items meeting the specifications provided by Buyer; or (b) the defect or nonconformity is caused by, or results from, accident, abuse, misuse, negligence, misapplication. Furthermore, Seller does not warrant products' suitability or fitness for any particular purpose, even if Seller has been informed of the said purpose. Buyer is solely responsible for determining the suitability and fitness of a product for a particular purpose and any suggestion, recommendation, advice or information Seller may provide shall be considered to be issued for reference purposes only.

8. Limitation of liability

- 8.1. Seller shall not be liable under or in relation to the Contract or its subject matter (whether such liability arises due to negligence, breach of contract, misrepresentation or for any other reason and regardless of whether Seller was aware of the possibility of such loss, liability or damage) for any: (i) loss of profits; (ii) loss of revenue; (iii) loss of or damage to business or reputation; (iv) loss of contracts or customers; (v) loss of any software or data; (vi) wasted management or other staff time; (vii) losses or liabilities under or in relation to a contract concluded with a third party; or (viii) indirect, punitive, special or consequential losses or damages.
- 8.2. Seller's total aggregate liability under or in relation to a Contract shall not exceed the amount paid by Buyer under the Contract for the scope of supply that is subject to the claim.
- 8.3. The foregoing limitations of liability in this Clause 8 do not apply to the extent liability may not be limited according to applicable law.

9. Force Majeure, hardship, sanctions

- 9.1. Without limiting any other provision of the Contract, Seller shall have no liability for failure to deliver or other failure to perform to the extent attributable to force majeure, including, without limitation, war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's reasonable control. Without limiting the foregoing, Seller reserves the right to postpone delivery until the causes or effects of force majeure are eliminated or cease. Seller also reserves the right, alternatively, to cancel any order in whole or in part.
- 9.2. If, after entering into the Contract and for any reason, Seller's costs for delivering the products (including without limitation costs of energy, labor, transportation, raw materials) increase to the extent that delivering the products is, in Seller's discretion, no longer economically viable, Seller may request a renegotiation of the price

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of the Contract by written notice to Buyer. In the event the parties are not able to agree on a revised Contract price within ten 10 days after a request for renegotiation is given, the Seller may terminate the Contract with immediate effect, without incurring liability towards the Buyer, with a written notice to Buyer.

- 9.3. Seller may terminate the Contract with immediate effect by giving written notice to, and without incurring any liability towards the Buyer if Seller reasonably determines that Buyer is a) itself subject to or controlled or beneficially owned by a person or an entity subject to any Economic Sanctions; b) directly or indirectly delivering the products to a third party subject to Economic Sanctions; c) facilitating any transaction in violation of any Economic Sanctions. "Economic Sanctions" means any economic sanctions, restrictive measures or trade embargoes adopted by the UN Security Council, the European Union, the United States of America or any other sovereign government.

10. Applicable law

- 10.1. This Contract and these Terms shall be governed by and construed in accordance with the laws of Finland or, if the Seller is Stalatube B.V., the laws of the Netherlands. The applicability of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

11. Jurisdiction

- 11.1. Any dispute arising out of or in connection with the contract shall be decided by the competent court having jurisdiction over the location of the registered office of the Seller. However, if Seller is the plaintiff, he shall also be entitled to sue the Buyer in the court having jurisdiction over the location of the registered office of the Buyer.

STALATUBE OY - GENERAL CONDITIONS OF SALE FOR SALES TO PURCHASERS LOCATED IN THE UNITED STATES

1. Contracts

- 1.1. All sales of products by Stalatube Oy or its affiliates to ("Seller") purchasers located in the United States (each, a "Buyer") are governed by the following terms and conditions.
- 1.2. The contract between Seller and a Buyer (the "Contract") comprises Seller's written order confirmation, these general conditions and Incoterms in force at the time of Seller's quotation. Additional or different terms or conditions proposed by Buyer (including any additional or different terms provided in a Buyer purchase order or other document) are hereby rejected and shall be void and of no effect unless specifically accepted in writing by Seller. Agents and sales representatives of Seller have no authority to make any representations not included herein, and any such representations should not be relied on by Buyer. In the event of any inconsistency between these terms and conditions and the terms of the Seller's written confirmation, these terms and conditions will prevail, unless otherwise stated in the Seller's confirmation.
- 1.3. The Contract shall be the exclusive agreement between the parties for the Products, subject to the terms and conditions herein. Any prior or contemporaneous understandings, agreements, and representations, oral or written, are superseded by the terms and conditions included in the Contract. No modification to the Contract shall be valid unless in writing and signed by Seller.

2. Prices

- 2.1. Prices are those confirmed by the Seller in its written order confirmation.
- 2.2. If the Seller has furnished a price list to Buyer, the prices in the price list are binding only if they are expressly referred to in the Contract or the offer.
- 2.3. All prices are subject to increase to reflect any increases in import duties and taxes applicable to the Seller or the Products that are adopted or become effective after the earliest of the date of Seller's quotation, Buyer's order (where accepted by Seller in writing), or the most recent price list, and will be invoiced with the price of the Products. The Seller will use reasonable efforts to notify Buyer of any such increases. This section 2.3 will prevail over other provisions of these terms and conditions, and shall apply irrespective of the applicable delivery term.
- 2.4. Payment shall be made in cash, net, without setoff or deduction of any kind, in accordance with the Contract.
- 2.5. The Seller has no obligation to accept bills of exchange or checks. In the event that Seller determines, in its sole discretion, to accept any bill of exchange or check, payment shall not be deemed received until Seller has received the cash proceeds thereof.
- 2.6. If at any time Seller deems itself insecure with respect to Buyer's financial condition, Seller may, as a condition of any further obligation under this Contract, demand, and Buyer will furnish to Seller, an irrevocable letter of credit or other security for Buyer's performance satisfactory to Seller.
- 2.7. If Buyer fails to receive the delivery of the goods at the estimated time provided by the Seller, Buyer shall nevertheless make any payment conditional on delivery as if delivery had taken place.

2.8. Without limiting any other right or remedy, overdue amounts will bear interest at a rate per annum equal to the three month Euribor rate on the date of the Contract plus seven percent (7%), or if less, the maximum rate permitted by applicable law.

3. Inspection prior to Delivery

3.1. Buyer shall have the right to inspect the Products prior to delivery. Any such inspection shall be done at the factory or the warehouse of the Seller. The inspection shall take place within 15 days following the date when Buyer or an agent appointed by Buyer, as the case may be, has been notified in writing that the Products are ready for inspection. If the Products are not inspected within the aforementioned period, the Products shall be deemed finally accepted by Buyer.

4. Delivery

4.1. The weights given by the Seller for shipments of Products shall be conclusive.

4.2. Quantities of Products shall be invoiced as measured by the Seller. The permitted variances in quantity will be $\pm 10\%$.

4.3. Unless the parties agree otherwise in writing, all delivery times are estimates only, in no event shall Seller be liable for any delay in delivery or assume liability in connection with shipment or delivery Seller shall not be liable for any damages, costs or expenses because of late delivery unless otherwise expressly agreed upon by the parties in writing.

4.4. For contracts for which the applicable delivery term is DDP (Incoterms 2020), the date of delivery of the Products shall be the date when the Products arrive at the stated destination in the United States. Where other delivery terms are used, the date of delivery will be determined in accordance with the applicable term and specified in the Contract.

4.5. Seller may make partial deliveries of an order. In such case, each partial delivery will be invoiced separately.

4.6. The invoice will be dated the day the Products are shipped from the warehouse of Seller or are ready for shipment from the Seller's warehouse. Any VAT-calculation will be based on that date.

4.7. Seller reserves the title to and property in goods delivered until full payment thereof.

4.8. Unless otherwise agreed by the parties in writing, the term FCA (Incoterms 2020) shall apply.

5. Shipping

5.1. Unless Buyer provides shipping instructions to Seller at least 8 days in advance of the anticipated shipment date, Seller shall decide means and route of transportation, on behalf of Buyer and on Buyer's account.

6. Claims and liabilities

6.1. Buyer agrees to examine the Products immediately after arrival, to the extent reasonable, taking into account the anticipated resale of the material.

6.2. Any claims for damage, defects or shortage must be made in writing within eight (8) days after Buyer's receipt of the Products. The claim must state the grounds for the claim, and the extent of damage or defects.

6.3. No claim shall excuse or limit Buyer's obligation to pay for the Products in a timely manner.

- 6.4. Any claim based on the examination referred to in clause 6.1 above or any defect that could have reasonably been detected in the course of such an examination must be made within a period expiring 30 days after the delivery date of the goods.

7. Warranties

- 7.1. Seller warrants that the Products will, under normal use and handling, comply with Seller's specifications as set forth in the Contract. Seller will, as its sole and exclusive obligation and liability, and Buyer's sole and exclusive right and remedy, repair or replace any Product that fails to satisfy the foregoing warranty during the warranty period hereinafter stated, or, at Seller's option, grant a credit or partial refund to reflect any reduction in the value of the non- confirming Product, as reasonably determined by Seller. The foregoing warranty shall run for a period equal to the shorter of (a) twelve (12) months from the date of installation of the Product in the application for which it is used, or (b) eighteen (18) months after the date of delivery to Bayer.
- 7.2. The date of installation must be confirmed in writing and signed by the end user and such confirmation must be submitted with the warranty claim.
- 7.3. The claim must be made in writing and submitted to the Seller within the warranty period set forth above.
- 7.4. Seller shall have no obligation under the above or otherwise, and Seller's warranty does not apply, if: (a) the Product includes specialized, modified, or customized items meeting the specifications provided by Buyer; or (b) the defect or nonconformity is caused by, or results from, accident, abuse, misuse, negligence, misapplication, fire, earthquake, flood, other force majeure event, or unauthorized repairs or modifications.
- 7.5. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH ABOVE IN THIS SECTION 7, THE SELLER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.
- 7.6. Buyer shall be solely responsible for determining the suitability, adequacy, and appropriateness of the Products for its or its end user's intended use or application. In the event that Seller or any agent thereof shall make or provide any suggestion, recommendation, identification of a particular model, information as to a potential alternative model or other advice or information for Buyer's consideration in selecting Products or particular models, such information is provided for reference purposes only and shall not limit or affect Buyer's responsibility under the preceding provisions of this Section 7.5, or expand or modify Seller's warranty above in this Section 7 or Seller's obligations or liabilities under the Contract or otherwise.

8. Consequential losses and limitation of liability

- 8.1. IN NO CASE SHALL SELLER BE LIABLE TO BUYER OR ANYONE ELSE FOR ANY LOST PROFITS OR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES UNDER, IN CONNECTION WITH OR RELATING TO THE CONTRACT OR THE PRODUCTS, UPON ANY BASIS OR THEORY OF LIABILITY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE LOSS OR DAMAGE IS CAUSED BY SELLERS' OWN NEGLIGENCE OR FAULT. IN NO EVENT WILL SELLER'S LIABILITY FOR ANY LOSS OR DAMAGE ARISING UNDER THIS AGREEMENT OR OTHERWISE, REGARDLESS OF CAUSE OR ORIGIN, EXCEED THE PURCHASE PRICE OF THE APPLICABLE PRODUCT PAID TO SELLER.

9. Applicable law

9.1. The Contract and these General Conditions of Sale shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded.

10. Force Majeure

10.1. Without limiting any other provision of the Contract, Seller shall have no liability for failure to deliver or other failure to perform to the extent attributable to force majeure, including, without limitation, war, riot, strikes, export or import ban, license denial, halts, epidemics, prolonged interruption of transportation, electrical rationing, fire damage on tools, lack of fuel or of raw material or any other cause beyond Seller's reasonable control. Without limiting the foregoing, Seller reserves the right to postpone the delivery until the causes or effects of force majeure are eliminated or cease. Seller also reserves the right, alternatively, to cancel any order in whole or in part.

11. Jurisdiction

11.1. Each of the parties irrevocably consents to the personal jurisdiction of the courts located in Helsinki, Finland for any suit or action arising out of or related to this Contract, and waives any right it may have to object to the venue of such courts or any claim that any such suit or action has been brought in an inconvenient forum; provided, however, that if the Seller is the plaintiff or claimant in any such suit or action, the Seller may, at its sole option, bring such suit or action in the state or federal courts in or nearest to the city or county where Buyer's principal place of business is located, and Buyer irrevocably consents to the personal jurisdiction of such courts and waives any right it may have to object to the venue of such courts or any claim that any such suit or action has been brought in an inconvenient forum.